



# Agenda

## Council Meeting

Tuesday, December 2, 2025

Council Chambers

Following Finance and Administration Committee Meeting

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

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
  - i. Approve minutes from Council
    - a. Regular Meeting of Council – November 18, 2025
  - ii. Adopt minutes from Committees
    - a. Planning and Development Committee – November 4, 2025
    - b. Finance and Administration Committee – November 4, 2025
  - iii. Receive minutes from Local Boards
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
8. **Proclamations**
9. **By-laws**
  - a. 2025-85 Animal Control By-law
  - b. 2025-86 ZBA 422 Maple Avenue
  - c. 2025-87 Fire Marque/City of Pembroke User Agreement
  - d. 2025-88 Integrity Commissioner Agreement Extension By-law
  - e. 2025-89 CSRIF Stream-Repair and Rehabilitation
  - f. 2025-90 Amendment of User Fees
10. **Motions**
11. **Correspondence**

- a. AORS Fall 2025

**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)(d) labour relations or employee negotiations:
    - More specifically as it relates to:
      - Fire Negotiations

**16. Business Arising from Closed Session**

**17. Confirming By-law**

- Confirming By-law 2025-91

**18. Adjournment**

# Draft City of Pembroke Council Meeting

Council Chambers  
Pembroke, Ontario  
November 18, 2025  
8:03 p.m.

## 1. Call to Order

### Present:

Mayor Gervais  
Deputy Mayor Abdallah  
Councillor Jacyno  
Councillor Kuehl  
Councillor Lafreniere (virtual)  
Councillor Plummer  
Councillor Purcell

### Regrets:

### Also Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk

The Chair called the regular meeting of Council to order at 8:03 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 – November 4, 2025  
**Resolution 25-11-12**  
Moved by Deputy Mayor Abdallah  
Seconded by Councillor Kuehl  
That the minutes of the Regular Meeting of Council of November 4, 2025, be approved as circulated.  
**Carried**
- ii. Adopt minutes from Committees
  - a. Operations Committee – September 16, 2025  
**Resolution 25-11-13**  
Moved by Councillor Purcell  
Seconded by Deputy Mayor Abdallah  
That the minutes of the Operations Committee of September 16, 2025, be approved as circulated.  
**Carried**
- iii. Receive minutes from Local Boards
  - Pembroke Heritage Murals Committee – November 5, 2025

**Resolution 25-11-14**

Moved by Plummer

Seconded by Purcell

That the November 5, 2025 minutes of the Pembroke Heritage Murals Committee be approved as circulated.

**Carried**

**5. Delegations and Presentations**

**6. Business Arising from Delegations and Presentations**

**7. Staff and Committee Reports**

**8. Proclamations**

**9. By-laws**

a. By-law 2025-80 ZBA 1106 and 1110 Bronx Street

**Resolution 25-11-15**

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That By-law 2025-80, a By-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke, be adopted and passed;

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

**Carried**

b. By-law 2025-81 ZBA 222 Dickson Street

**Resolution 25-11-16**

Moved by Councillor Purcell

Seconded by Councillor Kuehl

That By-law 2025-81, a By-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke, be adopted and passed;

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

**Carried**

c. By-law 2025-82 ZBA 203 Isabella Street

**Resolution 25-11-17**

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That By-law 2025-82, a By-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke, be adopted and passed;

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

**Carried**



## d. By-law 2025-83 Building Fees By-law

**Resolution 25-11-18**

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That By-law 2025-83, a By-law to provide for the administration and enforcement of the Building Code Act with respect to the establishment and requirement of the payment of fees for information and services in the City of Pembroke, be adopted and passed;  
And further that the said By-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

**Carried****10. Motions**

## a. Endorse DWQMS Operational Plan

**Resolution 25-11-21**

Moved by Councillor Plummer

Seconded by Councillor Jacyno

Be It Resolved That the Corporation of the City of Pembroke accepts the DWQMS Management Review Report for 2024.

**Carried**

## b. 2024 Reserve Activity

**Resolution 25-11-22**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the Corporation of the City of Pembroke deems it expedient to transfer the amounts listed below to or from Reserves of Reserve Funds for the 2024 fiscal year:

- Transfer \$498,630.21 from Equipment and Vehicles Reserve to finance capital equipment purchases; and
- Transfer \$88,729.62 from Safe Restart reserve to Equipment and Vehicles Reserve due to the significant inflationary pressures on vehicle replacements as a result of COVID-19; and
- Transfer \$26.76 to the Heritage Mural Reserve Fund for 2024 surplus; and
- Transfer \$10,414.26 from the PBI Reserve to cover 2024 deficit; and
- Transfer \$15,000.00 to the OPP Station Reserve per the 2024 budget; and
- Transfer \$15,000.00 from the Physician Recruitment Reserve to support future physicians; and
- Transfer \$9,033.22 from Building Inspection Reserve to cover the 2024 deficit; and
- Transfer \$4,589.95 to the Disability Reserve Fund for Fire Fighters 2024 sick leave liability; and

Transfer \$280,000.00 from the General Capital Reserve to finance capital projects; and

- Transfer \$72,632.51 to the General Capital Reserve from 2023 accumulated surplus; and
- Transfer \$20,000.00 to the Parking Lot Reserve per the 2024 budget; and
- Transfer Federal Funding in the amount of \$916,929.47 to the Federal Gas Tax Reserve; and
- Transfer \$7,000.00 from 2024 Library budget to the Library Capital Fund to finance future building improvements; and
- Transfer \$2,000.00 budgeted sick leave contingency to Library Contingency Reserve; and
- Transfer \$3,100.00 budgeted legal contingency to Library Contingency Reserve; and

- Transfer \$1,002.23 to Library Multicultural Festival Reserve to cover the 2023 event deficit; and
- Transfer Provincial Funding in the amount of \$118,783.00 to Dedicated Gas Tax Reserve; and
- Transfer \$90,000.00 from Dedicated Gas Tax Reserve to Pembroke & Area Handi-Bus to fund their operations; and
- Transfer \$42,527.21 from Dedicated Gas Tax Reserve to finance capital; and
- Transfer \$15,000.00 to Election Reserve to fund the next election; and
- Transfer \$1,792,735.43 from Federal Gas Tax Reserve Fund to finance capital; and
- Transfer \$165,560.70 to Water Meter Reserve for 2024 surplus; and
- Transfer \$200,000.00 to Water Tower Reserve as per 2024 budget; and
- Transfer 2024 Waste Management surplus in the amount of \$108,250.06 to the Waste Management Reserve; and
- Transfer \$230,000.00 to Water Filtration Plant Reserve to finance future capital; and
- Transfer \$213,915.11 to the Working Fund Reserves for projects carrying forward to 2025 to be reversed in 2025; and
- Transfer \$149,248.29 from the Working Fund Reserves for the 2023 projects carried forward to 2024; and

Transfer \$100,000.00 to Pollution Control Plant Reserve as per 2024 budget; and

- Transfer \$250,000.00 from Pollution Control Capital Reserve to finance capital; and
- Transfer \$380,735.00 to Equipment Vehicles Reserve as per 2024 budget; and
- Transfer \$223,000.00 to Fire Equipment Reserve as per 2024 budget; and
- Transfer \$78,665.62 from Fire Equipment Reserve to finance fire equipment and capital purchases; and
- Transfer \$28,949.94 to Community Improvement Plan Reserve for 2024 surplus; and
- Transfer \$14,850.00 to Parks Development Reserve revenues received from capital projects; and
- Transfer \$359,859.26 from Water/Wastewater Fleet Equipment Reserve to fund equipment purchases; and
- Transfer \$104,551.70 to Waterworks Capital Reserve for 2024 surplus; and
- Transfer \$1,451,956.12 to Sanitary Sewer Capital Reserve for 2024 surplus; and
- Transfer \$168,654.00 to Water/Wastewater Fleet Equipment Reserve as per the 2024 budget; and
- Transfer \$3,839.32 to Storm Sewer Reserve for 2024 surplus; and
- Transfer \$2,630.17 to Storm Sewer Industrial Park Reserve Fund for 2024 revenues; and
- Transfer \$642,498.00 from Waterworks Capital Reserve to finance capital; and
- Transfer \$5,565,621.00 from Water Plant Reserve to finance capital; and
- Transfer \$250,000.00 to the Aquatic Centre Reserve for 2023 accumulated surplus; and
- Transfer \$255,000.00 to the Aquatic Centre Reserve as per 2024 budget; and
- Transfer \$50,880.00 from the Aquatic Centre Reserve to finance 2024 capital projects; and
- Transfer \$22,319.94 from the Library Capital Reserve for 2024 projects as approved by local board; and

Transfer \$10,043.35 from Library Contingency Reserve to cover the 2024 deficit; and

- Transfer \$107,294.24 Development Charges revenue collected in 2024 to Development Charges Reserve Fund; and
- Transfer \$76,583.00 to Recreation Building Reserve as per the 2024 budget; and

- Transfer \$50,000.00 to Recreation Building Reserve from 2023 accumulated surplus; and
- Transfer \$150,000.00 to Transit Reserve from 2023 accumulated surplus; and
- Transfer \$43,021.09 from Transit Reserve for 2024 deficit; and
- Transfer \$200,000.00 to Emergency & Disaster Reserve from 2023 accumulated surplus; and
- Transfer \$11,250.00 from the Development Charges Reserve Fund to finance capital projects;
- Transfer \$397,201.66 from the Aquatic Centre Reserve in 2025 to finalize financing of the Kinsmen Pool repair.

**Carried**

c. CIP Request for 24 Pembroke Street West

**Resolution 25-11-23**

Moved by Councillor Purcell

Seconded by Councillor Kuehl

Be it Resolved That the Corporation of the City of Pembroke approves the application from Sleepwell Property Management, owner of 24 Pembroke Street West, for the Community Improvement Plan Downtown Housing Grant and Planning and Building Permit Fee Grant. The applicant must comply with grant guidelines of the Downtown Housing Grant and Planning and Building Permit Fee Grant and will have 18 months to complete all work and submit receipts in order to receive the grant.

The grant total awarded to this applicant is up to \$12,5000.

**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):

- November 7 – attendance at kick off to Silver Stick
- November 11 – attendance at the Remembrance Day memorial Service in Pembroke
- November 17- attendance at AGM of the Mashkiwizii Manido Foundation.

**13. Notices of Motion**

**14. Councillor Updates**

Councillor Lafreniere

- Councillor Lafreniere spoke to residents of Pembroke and Council on reaching her 25 years on council, and the appreciation she holds for the community and Council present and past.

Councillor Kuehl

- November 8 – Festival of Remembrance – annual event and raised over \$10,000 with a 2026 date set for November 5.
- Listing of Festival Hall events that can be found in detail at [www.festivalhall.ca](http://www.festivalhall.ca)

Councillor Purcell

- Kudos to Councillor Kuehl and Dez Patel on the success of the Festival of Remembrance.
- Attendance at Remembrance Day Ceremonies that was well attended and well run.

- Attendance at Alliance to End Homelessness in Ottawa with Deputy Mayor and CAO. Event hosted a simulation of walking through a day of a vulnerable individual seeking help. Provided valuable insight.

Deputy Mayor Abdallah

- Participation in the 8:12
- Annual Victorian Tea to serve tea at the Seniors 55+ event.
- Melanie Freeman is walking every day to raise money for Carefore. Contact Carefore for information on how to support this cause.

Councillor Jacyno

- Indicated that he is in receipt of letter from Pembroke heritage murals that will be addressed at budget discussions.

**15. Closed Session 8:17 p.m.**

**Resolution 25-11-24**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

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)(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 8:57 p.m.**

**17. Confirming By-law**

- Confirming By-law 2025-84

**Resolution: 25-11-25**

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That By-law 2025-84 to confirm the proceedings of the Regular Meeting of Council of November 18, 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: 25-11-26**

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the November 18, 2025, regular meeting of Council adjourn at 8:58 p.m.

**Carried**

Mayor Ron Gervais  
Chair

Victoria Charbonneau  
Municipal Clerk

# Draft Planning & Development Committee Meeting

Council Chambers  
Pembroke, Ontario  
November 4, 2025  
6:23 p.m.

## 1. Land Acknowledgement

## 2. Call to Order

### Present:

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

### Regrets:

Councillor Jacyno

### Also, Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk  
Elijah McKeown, Tourism and Digital Media Officer  
Colleen Sauriol, Director of Planning, Building and By-law Enforcement

Councillor Kuehl called the meeting to order at 6:23 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: PD25-11-01

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the agenda of the Planning & Development Committee meeting of November 4, 2025, be adopted as circulated.

**Carried**

## 5. Approval of Minutes

a. Planning and Development Committee – October 7, 2025

### Resolution: PD25-11-02

Moved by Councillor Lafreniere

Seconded by Councillor Plummer

That the minutes of the October 7, 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**

- Mayor's Award  
Mayor Gervais presented the Mayor's Award to Mac Plaunt. Mayor Gervais acknowledged Mac's community service, especially through the Kiwanis Club. Mayor Gervais noted Mac's involvement includes in toy and food drives, fundraisers for projects that support local youth, and in making the Kiwanis Field House more accessible.

**8. New Business****a. Bicentennial Celebration Planning**

Tourism and Digital Media Officer McKeown presented the report. A discussion was held and the following points were raised:

- Discussion over having working groups take the lead with subcommittees and stay in communication with staff to manage funds.
- Enabling the working groups to lead the planning activities and report back in a standardized manner to the Bicentennial Committee.
- A strategy for volunteer recruitment to help support bicentennial events was discussed to ensure the community events run smoothly.

Direction – Staff are directed to advertise for recruitment of volunteers for the subcommittee groups.

**Resolution PD25-11-03**

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the Planning and Development Committee endorse the draft outline of the 200<sup>th</sup> Anniversary Celebration to allow staff to proceed with initial planning tasks and coordination of the 200<sup>th</sup> Anniversary Advisory Committee and its subcommittees/working groups, as presented.

**Carried****b. Official Plan Pre-Approval Report**

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

- Noted that it was not a significant cost difference to do a ten-year plan vs a 5 year review.

**Resolution PD25-11-04**

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the Planning and Development Committee of Council endorse and recommend pre-approval of J.L. Richards and Associates Ltd for the preparation of a new Official Plan at a

cost of \$67,470.40 plus HST, noting that this expenditure is a budgeted item in the 2026 budget for a ten-year period.

**Carried**

**9. Adjournment**

**Resolution PD25-11-05**

Moved by Councillor Plummer

Seconded by Councillor Lafreniere

That the Planning & Development Committee meeting of November 4, 2025, adjourn at 7:06 p.m.

**Carried**



# **Draft Finance and Administration Committee Meeting Minutes**

Council Chambers  
Pembroke, Ontario  
November 4, 2025  
7:10 p.m.

## **1. Call to Order**

### **Present:**

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

### **Regrets:**

Councillor Jacyno

### **Also Present:**

Dave Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk  
Chief Scott Selle, Pembroke Fire Department

Deputy Mayor Abdallah called the meeting to order at 7:10 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 FA25-11-01**

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the agenda of the Finance & Administration Committee meeting of November 4, 2025, be approved as circulated.

**Carried**

## **4. Approval of Minutes**

a. Finance and Administration Committee – October 7, 2025

### **Resolution FA25-11-02**

Moved by Councillor Lafreniere

Seconded by Councillor Plummer

That the minutes of the Finance and Administration Committee meeting of October 7, 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 October 225 Monthly Report**

Chief Selle presented the information report.

#### **b. Fire Marque Inc. Agency Agreement**

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

- It was asked what the city is currently doing to handle these files and potential claim collection. Response included that the city currently has no provisions in place.
- Concerns over the potential raise in insurance premiums was raised. It was stated that during initial meetings with the service provider this service has no impact on insurance premiums.
- It was indicated that discernment over the claim types would be reviewed carefully.
- Question was raised if the fee by-law had different charges for fires deemed to have illegal activity as the cause. Response included that the matter would need to be looked at closer to obtain the information.

#### **Resolution FA 25-11-03**

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

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.

**Carried**

#### **c. Integrity Commissioner and Closed Meeting Investigator Services Amending Agreement**

Clerk Charbonneau presented the report. A discussion was held, and the following points were raised:

#### **Resolution FA 25-11-04**

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the Finance and Administration Committee endorse and recommend to Council that Mary Ellen Bench, Bench Municipal: Law + Governance be reappointed for a further 6 months to August 19, 2026 as the City of Pembroke's Integrity Commissioner and Closed Meeting Investigator.

- Discussion that the amending agreement section 6.a states the Integrity Commissioner may release the consultant at any time from the contract with 30 days written notice.

Councillor Kuehl sought consent of committee to withdraw the motion to extend the contract for a 6-month period

**Resolution FA 25-11-05**

Moved by Councillor Kuehl

Seconded by Councillor Purcell

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.

**Carried**

**8. Adjournment**

**Resolution: FA-25-11-06**

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the Finance and Administration Committee meeting of November 4, 2025, adjourn at 7:59 p.m.

**Carried**

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

### **By-Law Number 2025-85**

**Being a by-law to regulate the keeping and control of animals, or any class thereof, the animal identification system, licensing and restraint of dogs and cats and certain other aspects of animal control within the City of Pembroke**

Whereas Section 10(2.9) of the Municipal Act, S.O. 2001, C. 25 states that a single-tier municipality may pass by-laws respecting the following matters: animals; and

Whereas Section 103 of the Municipal Act, S.O. 2001, C. 25, provides that Council may pass by-laws regulating or prohibiting with respect to the being at large or trespassing of animals and may provide for the seizure and impounding along with the sale of impounded animals; and

Whereas Section 20 of the Animals for Research Act, R.S.O. 1990, c. A.22, provides for the impounding and sale or destruction of any cat or dog pursuant to the provisions thereof; and

Whereas Section 3(2) of the Dog Owners' Liability Act, R.S.O. 1990, c. D.16, provides for the protection of persons and property caused by getting bitten or attacked by a dog; and

Whereas Section 55 of the Community Safety and Policing Act, 2019, S.O. 2019, c.1, as amended, provides that a municipality may appoint persons to enforce by-laws of the municipality; and

Whereas Section 82 of the Game and Fish Act, R.S.O. 1990, c. G.1, provides for the prohibition of keeping or harboring of wild animals;

Now Therefore the Municipal Council of the Corporation of the City of Pembroke Enacts as Follows:

#### **1. Definitions:**

As used in this by-law, the following terms shall have the meaning hereinafter ascribed to them:

"Abandon" means the failure to provide necessary care and proper living conditions for animals whether voluntary or involuntary. This includes inadequate food, shelter and/or medical attention leading to severe consequences for the animals involved.

"Animal" means any member of the animal kingdom other than a human.

"Animal Control Officer" means a person appointed or employed by the Corporation of the City of Pembroke for the purposes of supervising all animal husbandry matters within the limits of the City of Pembroke and shall also be appointed a Municipal By-law Enforcement Officer responsible for the enforcement and provision of this by-law and related Provincial Offences by authority of the Community Safety and Policing Act, 2019, S.O. 2019, c.1, as amended.

"Animal Shelter" means any premises authorized by the Corporation for the purpose of quarantines, impounding, caring of and lawful adoption.

"At Large" – any animal will be deemed to be at large when it is off the property of its owner and not under physical control.

"Bite" means an action with the mouth of any dog or cat on any person or animal that result in contact.

"Cat" shall mean any feline over the age of three (3) months of any domesticated cat or crossbreed domesticated cat.

“Corporation” shall mean the City of Pembroke.

“Dangerous Dog” shall mean any dog which demonstrates the disposition or tendency to be threatening or aggressive and which poses a concern for the well-being or safety to another animal or to a human.

“Dog” shall mean *Canis Familiaris*, male or female, over the age of three (3) months and shall not include wolf or fox or any other wild or part wild species of *Canis Familiaris*.

“Excessive” shall mean, any animal sound which, in the opinion of the Animal Control Officer, police officer or any other person appointed to carry out enforcement of this by-law, is persistent and excessive that unreasonably disturbs the peace, quiet and/or comfort of any person in the vicinity.

“Exhibit” means an exhibition of animals permitted and/or prohibited by this by-law.

“Feral Cat” means an unsocialized outdoor cat and tends to be fearful of people and keeps its distance from humans.

“Immunization” shall mean to protect against disease by annual inoculation of immunizing serums and vaccines.

“Kennel” shall mean any person, group of persons, partnership or corporation engaged in the commercial business of breeding, buying, selling, or boarding of dogs and cats.

“Leash” includes any form of lead or restraint which does not exceed one point eight (1.8) meters in length and has the capability to control an animal from annoying, bothering, or irritating persons or other animals.

“Microchip” shall mean an object which may be permanently implanted in a dog by injection or surgical procedure, which is programmed to store a permanent identification number and is capable of relaying stored information to a scanning device.

“Medical Officer of Health” means the Medical Officer of Health for the County of Renfrew or authorized assistants acting under his or her authority.

“M.N.R. Dog” means a dog trained specifically for the Ministry of Natural Resources.

“Muzzle” means a humane fastening or covering device of adequate strength placed over a dog’s mouth to prevent it from biting without interfering with the breathing, panting or vision of the dog or with the dog’s ability to drink.

“Nuisance Animal” shall mean any animal found to be causing a common nuisance, irritation, annoyance or bother to other persons or other animals.

“Owner” means any person who possesses, keeps, feeds, or harbors an animal and, where the owner is a minor, the person responsible for the custody of the minor. Also includes a caregiver.

“Police Officer” means a police officer with the Ontario Provincial Police (OPP).

“Pet” shall include cat or dog, or both, and any other common animal, fish or bird that may be kept as a pet that is not prohibited in this by-law.

“Pet Shop” means any person, group of persons, partnership or corporation operating an establishment where live animals, birds and fish are kept other than those listed in Appendix “A” of this by-law are kept for retail as pets.

“Petting Zoo” means a collection of animals that are for display.

“Physical Control” means the restraint of an animal by the owner or person having care and custody of the animal, by means of a leash, chain, cord, enclosure or other

device or manner sufficient to prevent the animal from running at large, attacking or causing annoyance to any person, animal or property.

“Police Dog” means a dog trained specifically for police duties as deemed by the OPP.

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 animals (canines – dogs or cats and felines – 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.

“Prohibited Animal” shall mean any animal or category of animal that is forbidden to be kept or raised in the City of Pembroke as listed in Appendix “A” to this by-law.

“Protective Custody” means the temporary, time-limited keeping of an animal 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.

“Public Utility Emergency Vehicle” means the vehicle used by the Animal Control Officer, or his/her designate, while on duty.

“Registered Period” shall mean the period from January 1 to December 31 of which year with an extended period to March 15 of the next year which shall be an extension of the prior year registration period to allow owners of animals that were registered in the prior year to purchase new pet tags.

“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.

“Sterilized Animal” shall mean any spayed/neutered dog or cat that is in support of such certificate from a licensed veterinarian.

“Veterinarian” shall mean a member of the College of Veterinarians of Ontario.

“Veterinary Hospital” shall mean any establishment maintained and operated with a licensed veterinarian for the diagnosis and treatment of diseases and injuries of animals and birds.

“Vicious Animal” shall mean any animal that displays vicious tendencies such as growling, baring of teeth, charging, or lunging, attacking, or biting a person or other domestic animal.

## **2. Enforcement**

The provisions of this by-law shall be enforced by the Corporation, its servants, agents, workmen, employees, or any of them.

## **3. Keeping of Animals**

- a) Except as provided herein, no person shall keep, raise or sell any animal identified under Appendix “A” to this by-law on any property or in any building or structure on such property within the limits of the City of Pembroke.
  - i. Any such classifications or types of animals as listed in Appendix “A” that have been found, seized, or apprehended in any property or in any building or structure on such property within the limits of the City of Pembroke shall be considered the property of the City of Pembroke. The City of Pembroke reserves all options to itself when in possession of any such classifications or types. Any such classifications or types in

the possession of the City may at the City's sole discretion, be placed into the care of an accredited zoo for the purposes of continuing life or destroying said classifications or types.

- ii. The City of Pembroke, its employees, agents, servants, and the Animal Control Officer shall not be held liable for damages or compensation for any classification or type listed in Appendix "A" that has been seized under the provisions of this by-law and no damages or compensation of any type or for any reason shall be paid to any individual, group, business, or corporation by the City of Pembroke.
- b) No person shall own, keep, harbour, or possess any animal that is found repeatedly to be a nuisance animal on any property or in any building or structure on such property within the limits of the City of Pembroke.
- c) Every person who keeps, owns, or cares for an animal in the City of Pembroke shall ensure that such animal is provided with:
  - i. A clean and sanitary environment free from accumulation of fecal matter;
  - ii. Adequate and appropriate care necessary for its general welfare, food, water, shelter, protection from the elements including the sun and harmful temperatures, medical attention, and opportunity for physical activity sufficient to maintain good health.
- d) Every person who keeps, owns, or cares for an animal in the City of Pembroke shall ensure that such animal is not kept under conditions where an accumulation of fecal matter, odour, insect infestations, or rodent attractants may disturb or is likely to disturb the enjoyment, comfort or convenience of a person or may endanger the health of a person or animal.
- e) No person shall allow an animal to be left alone in a vehicle.
- f) The Animal Control Officer shall have the authority to seize or impound any animal from a person found to be in contravention of the provisions outlined in this section of the by-law.
- g) No person shall permit a prohibited animal, as described in Appendix "A", to be a large within the boundaries of the City of Pembroke.

#### **4. Licensing and Animal Identification System:**

- a) The owner/caregiver of every dog three (3) months of age or older, within three (3) days of his/her becoming such, shall cause it to be licensed with a valid pet tag, numbered, and described with the City, which provision shall be called the Animal Identification System.
- b) The owner/caregiver of every cat three (3) months of age or older within three (3) days of his/her becoming such, shall cause it to be registered with a valid pet tag, numbered, and described with the City, which provision shall be called the Animal Identification System.
- c) The Pet License and Registration fees are listed in the City of Pembroke's User Fee and Charges By-law. Such license and registration shall expire on December 31<sup>st</sup> of each year and shall be renewed annually prior to March 31<sup>st</sup> of each year.
- d) The owner/caregiver of every dog or cat shall not claim such dog or cat to be sterilized when such cat or dog is not sterilized, and wrongful claiming shall subject the owner or harborer to the penalty provided for in this by-law.
- e) Upon payment of the required fee, the owner shall be furnished with a tag for each dog or cat owned by him with a serial number and the year in which it was issued marked thereon and the owner shall keep said tag securely fixed on the dog or cat for which it was issued at all times during the year and until

he procures a tag for the following year. A record shall be kept by the Licensing Officer showing the name and address of the owner and the serial number of the tag. In the event that a tag is lost, the person to whom it was issued shall immediately claim another from the License Issuer and shall pay the sum set out in the City of Pembroke's User Fee and Charges By-law.

- f) Every owner or harbourer of a dog or cat shall obtain a tag and keep it securely fixed on this dog or cat and shall not affix the tag upon a dog or cat other than the dog or cat for which the said tag was issued. Affixing a tag upon a dog or cat other than the dog or cat for which the said tag was issued shall subject the owner or the harbourer of the penalty provided for in this by-law.
- g) Section 4 of this by-law does not apply to police dogs during the course of fulfilling its duties.
- h) Section 4 of this by-law does not apply to M.N.R. dogs during the fulfillment of its duties.

## **5. Kennels:**

- a) Every person who owns, operates, or conducts a kennel for pure breed dogs which is registered with the National Kennel Club pursuant to the Statutes of Ontario enacted in that behalf, shall be located in the proper zone under the City of Pembroke's Zoning By-law and pay to the City of Pembroke, immediately following the first day of January in any year, a license fee as set out in the City of Pembroke's User Fee and Charges By-law. Each dog kept shall be licensed by the Corporation with the exception of pups that have not been weaned yet.
- b) If there is a change of ownership of a kennel during the license year the new owner must purchase a new license.
- c) For the purposes of this by-law:
  - i. No person shall keep kennels for the breeding of dogs other than as set out in Section 5 (a) of this by-law within the limits of the City of Pembroke without first having received a license so to do. Upon applying for a license to be issued, the applicant shall file with the Treasurer a certificate from the Renfrew County and District Health Unit dated within ten (10) days of the application setting out that the quarters where the kennels for the breeding and boarding of dogs meet the health requirements and whether or not the keeping of such animals as set out in the application for a permit would constitute a nuisance to other residents in the City of Pembroke.
  - ii. The Chief Administrative Officer of the City of Pembroke, upon any application under Section 5 (c) (i), may issue the required license but if he/she does not issue such license at the request of the applicant, he/she shall refer the application to the Council of the City of Pembroke at its next regular sitting and the Council may, at its discretion, grant or refuse the issuing of a permit hereunder.
  - iii. Any license which may be issued pursuant to an application under Section 5 (c) (i) shall expire on the 31<sup>st</sup> day of January in the year following the issuing of such permit and the same requirements for the original application will apply.
- d) The City's Animal Control Officers shall be permitted to conduct an annual inspection of the kennel to ensure all conditions associated with the kennel are being upheld.



## **6. Immunization**

No person who resides within the City of Pembroke shall own or harbour any dog or cat over the age of six (6) months without immunization for rabies and such rabies that is current.

This section shall be jointly enforced by the Medical Officer of Health pursuant to the provisions of the Health Protection and Promotion Act, R.S.O. 1990, c. H.7, as amended, and the Animal Control Officer for the City of Pembroke pursuant to the provisions of this by-law.

## **7. Impoundment:**

- a) Dogs and/or cats found running at large, stray and/or abandoned shall be taken up by the agents of the Corporation and impounded in the pound for the City of Pembroke and there confined in a humane manner for a period of not less than three (3) days, exclusive of the day of impoundment and exclusive of holidays and may thereafter be disposed of in a humane manner if not claimed by their owners. Animals not claimed by their owners at the expiration of three (3) days shall become the property of the Pound Keeper.
- b) Sick or injured dogs or cats found at large and taken up by the agents of the Corporation shall not be placed into the animal shelter to save harm to other animals and possible contamination of the pound facility. A quick attempt shall be made by the agents to find the owner. If the owner is not ascertainable during the attempt the agent may seek medical attention for the animal.
- c) The City of Pembroke or its animal control Agents will not pick up or impound feral cats.
- d) Dogs or cats found at large by an Animal Control Officer or any Police Officer that poses a threat to the safety of persons or other animals may be destroyed forthwith.
- e) Animals found pursuant to an animal owner's eviction, incarceration, or as a result of fire or medical emergency, or for any other situation that the Chief Administrative Officer deems appropriate shall be taken up by the agents of the Corporation and impounded in the pound for a maximum of five (5) days. The owner of the dog and/or cat shall be charged the current per diem sheltering fee and all costs for required veterinary medical care, when animals are redeemed. Further at the end of the five (5) day of the protective custody period, unless other arrangements are agreed to between the owner and the City, treat such animals as day-one impounded animals.
- f) The owner shall be entitled to regain possession of any impounded animal except as hereinafter provided in the cases of certain animals, upon compliance with the license or identification provisions of Section 4 of this by-law and the payment of impoundment fees set forth in Section 8 of this by-law.
- g) Any animal impounded under the provisions of this by-law and not reclaimed by its owner within three (3) days or five (5) days (if under protective care), exclusive of the day of impoundment and exclusive of any day the pound may be closed during the impoundment, may be humanely destroyed by the Pound Keeper or placed in the custody of some person deemed to be a responsible and suitable owner who will agree to comply with the provisions of this by-law and such other regulations as shall be fixed by the Corporation.
- h) The Pound Keeper shall hold the animal for a minimum of three days or five days (if under protective care), excluding the day of impoundment and statutory holidays. The Animal Control Officer and/or the Pound Keeper shall make three documented attempts to notify the owner on different days within the holding period. If unclaimed, the animal becomes the property on the

Pound Keeper and may be made available for adoption or other disposition per shelter policy. Both the Pound Keeper and the Animal Control Officer shall maintain documentation records for minimum of 2 years.

## **8. Impoundment Fees**

Any animal impounded hereunder may be reclaimed provided the owner pays the required fees to the Pound Keeper.

Impoundment fees and such additional sums as required for the keeping of animals, shall be collected by the Pound Keeper, and retained by it to help defray the costs of keeping such animals.

## **9. Restraint**

- a) No owner or person shall allow, permit or cause an animal to create a nuisance or disturbance by:
  - i. excessively barking;
  - ii. biting;
  - iii. excessively howling;
  - iv. chasing, barking or biting at motor vehicles;
  - v. chasing, barking or biting at bicycles;
  - vi. chasing, barking or biting at persons; or,
  - vii. causing damage when running at large;
  - viii. causing damage to commonly shared property.
- b) Any such person who owns or possesses any animal that is a nuisance as defined in this by-law and has breached this by-law with convictions recorded shall be subject to the penalty provided. The C.A.O. for the City of Pembroke shall order the subject animal out of the City of Pembroke or provide conditions under which the owner must abide by to allow the animal to stay in the City. If the owner of the subject animal can prove the nuisance behavior has been corrected the Animal Control Officer may permit re-entry of the subject animal. Any person who possesses such animal not having permission to re-enter the City of Pembroke shall be subject to the penalty provided for in this by-law.
- c) No person who owns, keeps, harbors, or possesses any animal shall allow it to trespass on private property even when on a leash.
- d) No owner or person shall allow, permit or cause an animal to run at large. An animal shall be deemed to be running at large if found in any place other than that of its owner/keeper and not under the physical control of any person.
- e) No person who owns, keeps, harbors or possess any animal shall allow it to run on City-owned property except when on a leash or within the City's designated Dog Park or other non-leash areas as may be designated by Council. The annual permit fee for the City's Dog Park or other areas is listed in the City of Pembroke's User Fee and Charges By-law.
- f) For the purposes of this by-law, the following shall be prohibited:
  - i. Any person who owns, keeps, harbors, or possesses any animal which defecates on a public, commonly shared or private property, other than that of the said owner or keeper thereof, shall forthwith clean up after it.
  - ii. No person who owns, keeps, harbors, or possesses any animal shall allow a build up of animal fecal matter on the property where the animal is kept and where it becomes offensive to other members of the community.
- g) No person shall control a dog while off its property with a leash that is not held by the person in his or her hand or is not securely affixed to some immovable

structure other than private property from which the dog cannot escape and that such leash does not exceed 1.8 m in length.

## **10. Outdoor Dogs**

- a) No person shall allow an animal to remain outdoors during extreme weather, except for brief walks or brief period of exercise, unless the animal has access to an animal enclosure that will adequately protect the animal from the elements.
- b) Every owner of a dog shall ensure that the animal enclosure meets the following requirements:
  - i) the enclosure must be weather-proofed and insulated;
  - ii) the size and design of the enclosure must be adequate and appropriate for the dog;
  - iii) maintained in good repair;
  - iv) be adequately ventilated; and
  - v) contain adequate amount of clean, dry bedding material.

## **11. Dangerous or Vicious Dog Restriction**

- a) No person shall keep a dangerous or vicious animal within the limits of the Corporation and any owner, keeper or harbourer of such animal found to be fierce, dangerous, or vicious shall be dealt with under The Dog Owners Liability Act, R. S.O. 1990, c. D.16.
- b) Dangerous dogs may include, any individual dog which:
  - i) Has on one or more occasions bitten or attacked a person or domestic animal;
  - ii) Has on one or more occasions behaved in a manner that poses a menace to the safety of persons or domestic animals;
  - iii) When an owner/caregiver of the dog has on one or more occasions failed to exercise reasonable precautions to prevent the dog from:
    - i. Biting or attacking a person or domestic animal and/or
    - ii. Behaving in a manner that poses a menace to the safety of persons or domestic animals.
- c) Where an owner is served with a dangerous dog order to comply pursuant to, the owner shall, at the owners' expense and for the life of the dangerous dog ensure:
  - i. The dangerous dog is muzzled at all times when off the owner's property;
  - ii. The dangerous dog is not permitted to enter into a designated lease-free area of a City park at any time;
  - iii. That a dangerous dog tag is purchased from the City, the dangerous dog tag fee, as stated in the City's User Fees and Charges By-law, is paid and the dangerous dog is wearing the dangerous dog tag provided by the City at all times;
  - iv. That a warning sign is posted on the owners' private property in the form and location required by the Chief Administrative Officer;
  - v. That the dangerous dog is microchipped;
  - vi. That arrangements are made with the City to enable the City to collect a photograph of the dangerous dog and any other necessary identifying information; and
  - vii. That the dangerous dog receives training in the form required by the Chief Administrative Officer within 90 days of the order to comply being served on the owner.
  - viii. An owner shall provide proof of compliance to the satisfaction of the Chief Administrative Officer within 14 days of achieving compliance with each of the following requirements:
    - a) The microchipping requirement and
    - b) The training requirement.

## **12. Report of Bite Cases:**

It shall be expected that every Physician or other practitioner shall report the names and addresses of persons treated for bites inflicted by animals, together with such other information as will be helpful in rabies control to the Renfrew County and District Health Unit.

## **13. Responsibilities of Veterinarians:**

It shall be the duty of every licensed veterinarian to report to the Renfrew County and District Health Unit his or her diagnosis of any animal observed by them as a rabies suspect.

## **14. Exemptions:**

### **a) Special Circumstances for Circuses, Exhibitions, and other Like Shows**

Where an exhibition, circus, traveling show, petting zoo or any other like show that has prohibited animals, as defined in Appendix "A" of this by-law, requests entry into City limits for the purpose of public display of such animals it must first:

- i. Request, in writing, at least thirty (30) days prior to the intended date of entry to the Chief Administrative Officer for the City of Pembroke, permission to enter the City with prohibit animals for the said purpose.
- ii. With written approval from the Chief Administrative Officer of the City of Pembroke, be furnished with a permit from the City of Pembroke for the said purpose.
- iii. To pay a non-refundable fee to the City of Pembroke for the permit issued by the Chief Administrative Officer.
- iv. Provide proof of an up-to-date Comprehensive Insurance Policy indicating Public Liability and Property Damage coverage acceptable to the City and reflecting coverage of at least Two Million Dollars.
- v. Be subject to reasonable inspections before, during and after the display concerning the animals in their containment, proximity of the animals to the public and any other concerns that may arise by the Animal Control Officer.
- vi. Be in full conformance of all federal, provincial and municipal laws governing the possession, keeping and transportation of the subject animals being used in the said function in the City as well as where the subject animals are being kept on a permanent basis.
- vii. Be accredited by Canada's Accredited Zoos and Aquariums (C.A.Z.A.) or the American Zoo and Aquarium Association; and
- viii. Not exceed three consecutive days within the City for the said function unless authorized by the Chief Administrative Officer for the City of Pembroke.

### **b) Hospitals, Clinics**

Hospitals, clinics, and other premises in operation with licensed veterinarians for the care and treatment of animals are exempt from the provisions of this by-law, except where such duties are expressly stated.

### **c) Non-Resident Animals**

- i. The licensing and pet identification system of this by-law shall not apply to any animal belonging to a non-resident of the City and kept within the City for not longer than thirty (30) days provided such animals shall, at all times while in the City, be kept within a building or vehicle, or be

under restraint by the owner. No person shall keep, harbour, or possess a non-resident animal that has not been duly immunized at the resident municipality for the current year.

- ii. Any person who owns, keeps, harbors, or possesses any non-resident animal within the limits of the City of Pembroke shall ensure valid immunization and identification papers are kept with the animal at all times while in the City. Should the requirements of Section 14 (c) (i) and (ii) be ignored, the owner, keeper, harbourer, or possessor shall be subject to the penalty provided for in this by-law.

d) Police Dogs

Section 9 of this by-law does not apply to Police dogs during the fulfillment of their duties.

e) Ministry of Natural Resources Dogs

Section 9 of this by-law does not apply to M.N.R. dogs during the fulfillment of their duties.

f) Animal Control Services

This bylaw shall not apply to Animal Control Services.

g) Animal Shelter used by City

This bylaw shall not apply to the animal shelter utilized by the City.

h) Permitted Reptiles and Amphibians

Section 3 (a) of this by-law does not apply to the sale, keeping or raising of the following list of reptiles and amphibians, provided these reptiles and amphibians do not exceed a full-grown length of 1 foot (12 inches/30 centimetres):

Reptiles: Agamids, Anoles, Leopard geckos, Newts, Salamanders,  
Amphibians: Horned frogs, Mantilla Frogs, Pacman Frogs, Tree Frogs

## 15. Inspections and Orders

- a) For the purposes of this section, the Animal Control Officer or a Police Officer is authorized to seize and impound any animal in contravention of the by-law and to deliver it to a pound or shelter facility designated by the municipality.
- b) For the purpose of ensuring compliance with this by-law, the Animal Control Officers or Police Officers may, at all reasonable times, enter upon and inspect any property to determine whether or not the following are being complied with:
  - i) this By-law;
  - ii) a direction or order made under this by-law; or
  - iii) a prohibition order made under s. 431 of the Municipal Act, S.O. 2001, c. 25.
- c) Animal Control Officers or Police Officers may, for the purposes of the inspection under Section 15(b);
  - i) require for inspection, the production of documents or things relevant to the inspection;
  - ii) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - iii) require information in writing or otherwise as required by the officer from any person concerning a matter related to the inspection; and
  - iv) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

- d) If an officer is satisfied that a contravention of this by-law has occurred, the officer may make an order requiring the person who contravened the By-law and/or who caused or permitted the contravention and/or the owner or occupier of the premises on which the contravention occurred, to discontinue the contravening activity.
- e) An order under Section 15(d) shall set out:
  - i) reasonable particulars of the contravention adequate to identify the contravention and the location of the premises on which the contravention occurred;
  - ii) the work or actions to be completed; and
  - ii) the date or dates by which there must be compliance with the order.
- f) Any cost incurred by the City in exercising its authority to inspect under this section including but not limited to the cost of any examination, test, sample or photograph necessary for the purposes of the inspection, shall be paid by the owner or occupant of the property where the inspection takes place. Such costs may be recovered by the Corporation in like manner as property taxes.
- g) If an animal is found in contravention to this by-law, the Pound Keeper is contacted in advance to confirm space availability, as well as information is provided to the Pound Keeper regarding animal description, circumstances of seizure and known owner information (if available).

## **16. Offences and Fines:**

Any person who contravenes any provision of this by-law is guilty of an offence. Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended. and upon conviction shall forfeit and pay the fine for such offence as provided for under Section 61 of the Provincial Offences Act, R.S.O. 1990, c. P.33.

When a person has been convicted of an offence under this by-law the Ontario Court of Justice or the Ontario Provincial Court may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Where a person contravenes the same provision of this 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. Repeat incidents involving the same owner/address will be reviewed by the municipality to determine if additional enforcement measures, ie. Dog Owners' Liability Act and/or Part III of the Provincial Offences Act, are required.

Where there is more than one owner of an animal, they are jointly and several liable and thus all owners can be charged.

## **17. Repeals:**

That By-law 2021-75 and any other by-law inconsistent with the provisions contained in this by-law are hereby repealed.

## **18. Severability:**

If any part of this by-law shall be held void such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this by-law.

- 19. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and enacted this 2<sup>nd</sup> Day of December, 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## Appendix “A” to By-law Number 2025-85

It is prohibited to keep or raise any domestic animal, farm animal, wild animal, exotic animal, amphibian (except as permitted by Section 14 (i)), reptile (except as permitted by Section 14 (i)), arachnid, fish, or insect including any tamed or domesticated wild animal or part wild animal on any property or in any building or structure on such property within the limits of the City of Pembroke that is included in this appendix hereunder and therefore it is prohibited to keep or raise:

1. All protected or endangered animals being all animals, native or non-native, whose possession or sale is prohibited because they are designated or protected or endangered pursuant to an international, federal, or provincial law, regulation, rule, or agreement, unless the animal has been obtained in accordance with international, federal, or provincial law as applicable, and if the animal is not identified in Appendix “A”.
2. All dogs, other than domesticated dogs (*canis familiaris*), including but not limited to wolf, fox, coyote, hyaena, dingo, jackal, raccoon dog, bush dog, and any hybrid offspring of a wild dog and domesticated dog.
3. All cats, other than domesticated cats (*felis catus*), including but not limited to lion, tiger, leopard, ocelot, jaguar, puma, panther, mountain lion, cheetah, wild cat, cougar, bobcat, lynx, serval, and any hybrid offspring of a wild cat and domesticated cat.
4. All bears, including but not limited to polar, grizzly, brown and black bear.
5. All fur bearing animals of the family Mustelidae, including but not limited to weasel, martin, mink, badger, ermine, skunk, otter, pole cat, wolverine, except the domestic ferret (*putorius furo*).
6. All Procyonidae, including but not limited to raccoon, kinkajou, cacomistle, cat bear, panda, and coatimundi.
7. All carnivore mammals of the family Viverridae, including but not limited to civet, mongoose and angente.
8. All bats (chiroptera).
9. All nonhuman primates, including but not limited to monkey, ape, chimpanzee, gorilla, and lemur.
10. All squirrels (sciuridae).
11. Reptiles (reptilia):
  - a. All helodermatidae (gila monster and Mexican bearded lizard);
  - b. All front fanged venomous snakes, even if de venomized, including but not limited to:
    - i. All Viperidae (viper, pit viper);
    - ii. All elapidae (cobra, mamba, krait, coral snake);
    - iii. All atractaspidae (African burrowing asp);
    - iv. All hydrophiidae (sea snake); and
    - v. All laticaudidae (sea krait).
  - c. All venomous mid or rear fanged, duvernoy-glanded members of the family colubridae even if de venomized;
  - d. Any member of the family boidae;
  - e. Any member of the family Pythonidae.



- f. Any member of the family Varanidae including but not limited to white throated monitor, the water monitor, the komoda monitor or dragon, the bornean earless monitor, the Nile monitor, and the crocodile monitor.
- 12. Birds (aves):
  - a. All predatory or large birds (Accipitridae, cathartidae), including but not limited to eagle, hawk, falcon, owl, vulture, and condor.
  - b. All Anseriformes, including but not limited to ducks, geese, and swans.
  - c. All Galliformes, including but not limited to pheasants, grouse, guinea fowl, and turkeys.
  - d. All Struthioniformes, including but not limited to flightless ratitis such as ostriches, rheas, cassowaries, emus, and kiwis, and
  - e. All Columbiformes, including but not limited to pigeons.
- 13. All arachnida, chilopoda, and venomous arthropods, including but not limited to centipede, spider, and scorpion.
- 14. All large rodents (rodentia) including but not limited to gopher, muskrat, paca, groundhog, marmat, beaver, prairie dog, and porcupine.
- 15. All even toed ungulates (artiodactyla), including but not limited to domestic sheep, antelope, giraffe, and hippopotamus.
- 16. All odd toed ungulates (perissodactyla), including but not limited to domesticated horses, zebra, rhinoceros.
- 17. All marsupials, including but not limited to tazmanian devil, bandicoot, kangaroo, wallaby, possum, wombat, koala bear, cuscus.
- 18. All sea mammals (cetacean, pinnipedia and sirenia), including but not limited to dolphin, whale, seal, sea lion, and walrus.
- 19. All elephants (proboscides).
- 20. All hyraxes (hyracoidean).
- 21. All pangolin (Pholidota).
- 22. All sloth and armadillo (edental).
- 23. All insectivorous mammals (insectivore), including but not limited to aardvark (tubulidentata), anteater, shrew, otter shrew, mole, and hedgehog.
- 24. All gliding lemurs (dermoptera).
- 25. All dangerous fish, including but not limited to piranha, electric eel.
- 26. All insects, including but not limited to cockroaches, ants, bees.
- 27. All prohibited pit bull dogs (not grandfathered).
- 28. All other venomous, poisonous, or constricting animals.

## Appendix “B” – Set Fines

### Prescribing Standards for the Regulation of the Animal Control By-law Within the City of Pembroke Part 1 Provincial Offences Act

| Item Number | Column 1 Short Form Wording                                                                    | Column 2 Provisions creating or defining offence | Column 3 Set Fines |
|-------------|------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------|
| 1           | Keep/raise/sell prohibited animal                                                              | Section 3 (a)                                    | \$650.00           |
| 2           | Own/keep/harbour/possess a nuisance animal                                                     | Section 3 (b)                                    | \$600.00           |
| 3           | Fail to keep/own/care for an animal in a clean/sanitary environment                            | Section 3 (c) (i)                                | \$250.00           |
| 4           | Fail to keep/own/care for an animal by providing adequate food/water/shelter/physical activity | Section 3 (c) (ii)                               | \$250.00           |
| 5           | Leave animal unattended in vehicle                                                             | Section 3(e)                                     | \$250.00           |
| 6           | Prohibited animal at large                                                                     | Section 3(g)                                     | \$650.00           |
| 7           | Fail to license dog                                                                            | Section 4 (a)                                    | \$150.00           |
| 8           | Fail to register cat                                                                           | Section 4 (b)                                    | \$150.00           |
| 9           | Claiming dog or cat sterilized when it is not                                                  | Section 4 (d)                                    | \$300.00           |
| 10          | Transferring tag to unlicensed dog or cat                                                      | Section 4 (f)                                    | \$175.00           |
| 11          | Keeping a kennel without a license                                                             | Section 5 (c) (i)                                | \$200.00           |
| 12          | Own/harbour dog or cat without immunization for rabies                                         | Section 6                                        | \$250.00           |
| 13          | Allow animal to become a nuisance by barking                                                   | Section 9 (a) (i)                                | \$150.00           |
| 14          | Allow animal to become a nuisance by biting                                                    | Section 9 (a) (ii)                               | \$600.00           |
| 15          | Allow an animal to become a nuisance by howling                                                | Section 9 (a) (iii)                              | \$200.00           |
| 16          | Animal a nuisance by chasing/barking/biting at motor vehicles                                  | Section 9 (a) (iv)                               | \$200.00           |
| 17          | Animal a nuisance by chasing/barking/biting at bicycles                                        | Section 9 (a) (v)                                | \$200.00           |
| 18          | Animal a nuisance by chasing/barking/biting at persons walking or riding on any street         | Section 9 (a) (vi)                               | \$200.00           |
| 19          | Animal a nuisance by causing damage when running at large                                      | Section 9 (a) (vii)                              | \$200.00           |
| 20          | Animal a nuisance by causing damage to commonly shared property                                | Section 9 (a) (viii)                             | \$150.00           |
| 21          | Fail to obtain permission to allow animal to re-enter City                                     | Section 9 (b)                                    | \$600.00           |
| 22          | Animal trespassing on private property                                                         | Section 9 (c)                                    | \$150.00           |
| 23          | Animal running at large                                                                        | Section 9 (d)                                    | \$150.00           |
| 24          | Fail to control animal with secure leash                                                       | Section 9 (e)                                    | \$200.00           |
| 25          | Fail to clean up animal excrement forthwith                                                    | Section 9 (f) (i)                                | \$200.00           |
| 26          | Allow build-up of animal fecal on property where animal is kept                                | Section 9 (f) (ii)                               | \$300.00           |

| <b>Item<br/>Number</b> | <b>Column 1 Short Form Wording</b>                           | <b>Column 2<br/>Provisions<br/>creating or<br/>defining offence</b> | <b>Column<br/>3 Set<br/>Fines</b> |
|------------------------|--------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| 27                     | Leave animal outdoors for extended period in extreme weather | Section 10 (a)                                                      | \$300.00                          |
| 28                     | Fail to provide an adequate animal enclosure                 | Section 10 (b)                                                      | \$300.00                          |
| 29                     | Keep a dangerous/vicious animal in City                      | Section 11(a)                                                       | \$650.00                          |

NOTE: The penalty provision for the offences indicated about is Section 16 of City of Pembroke's By-law 2025-85 and Section 61 of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

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

### **By-law Number 2025-86**

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

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

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

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

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

1. That Schedule 'A' to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property to be municipally known as 422 Maple Avenue and legally described as PLAN 72 PT LOT 184 PT LOT 185 as a "Residential Type 2 – R2" zone in place and instead of an "Institutional - I" zone. The property which is rezoned is shown as the red-highlighted area on Schedule 'A' attached hereto.
2. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 2<sup>nd</sup> day of December, 2025.

Ron Gervais  
Mayor

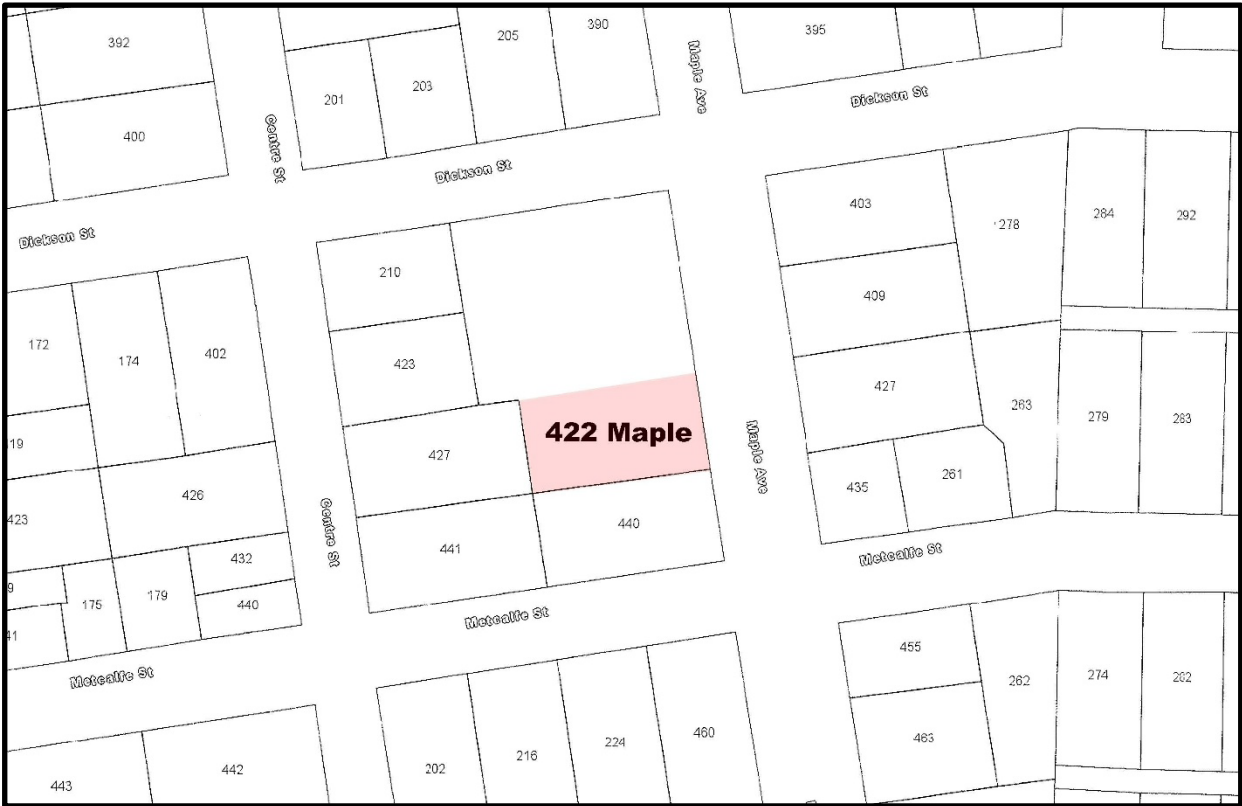
Victoria Charbonneau  
Clerk

This is Schedule ‘A’ to By-law 2025-86 of the Corporation of the City of  
Pembroke, passed this 2<sup>nd</sup> day of December, 2025.

Mayor

Clerk

Subject property to be rezoned from an “Institutional - I” zone to a “Residential  
Type 2 – R2” zone:



**The Corporation of the City of Pembroke**

**By-law Number 2025-87**

**A By-law to authorize the entering into an Agency Agreement between the City of Pembroke and Fire Marque Inc.**

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

**Whereas** the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality; and

**Whereas** the Municipal Council of the Corporation of the City of Pembroke desires to enter into an Agency Agreement with Fire Marque for the provision of services to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth in the Agency Agreement for a period of 3 years.

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

1. That the Mayor and Chief Administrative Officer are hereby authorized to execute the Agency Agreement between the City of Pembroke and Fire Marque; 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 2<sup>nd</sup> Day of December 2025.**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## AGENCY AGREEMENT

**THIS AGENCY AGREEMENT** (the "**Agreement**") made the 2<sup>nd</sup> day of December, 2025.

**BETWEEN:**

**FIRE MARQUE INC.**

(herein after referred to as the "**Agent**")

- and -

**THE CITY OF PEMBROKE**

(herein after referred to as the "**Municipality**")

**WHEREAS** the Fire Department attends, when required, at Incident Sites to provide emergency services;

**AND WHEREAS** the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

**AND WHEREAS** the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

**AND WHEREAS** the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

### 1. DEFINITIONS

**"Agreement"** is this agreement, as may be amended;

**"Agency Fee"** is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

**"Agency Fee Taxes"** are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

**"Agent"** is Fire Marque Inc., or its successors and assigns;

**"Claims"** an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

**"Emergency Cost Recovery Proceeds"** are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

**"Fire Department"** means a group of firefighters authorized to provide fire protection services by the Municipality;

**"Incident Reports"** are the property statistical fire reports;

**"Incident Sites"** is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

**"Indemnification Technology®"** is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

**"Indemnitees"** means the Agent, its directors, partners, officers, agents, and employees;

**"Initial Term"** is the period commencing from the date of first written above and continuing thereafter for a period of five years;

**"Insurance Policies"** means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

**"Intellectual Property"** is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

**"Losses"** means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

**"Party"** or **"Parties"** is the Agent and the Municipality;

**"Municipality"** is the City of Pembroke;

**"Renewal Term"** is a renewal term of 3 years;

**"Term"** is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

**"Termination Date"** is the date this Agreement terminates in accordance with Section 14; and,

**"Third Party Fire Departments"** is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.



## **2. TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

## **3. APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

## **4. AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

## **5. MUNICIPALITY'S OBLIGATIONS**

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
  - (i) the purchase of equipment for the Fire Department

- (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
  - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

## **6. AGENCY FEE**

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

## **7. TAXES**

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

## **8. INTELLECTUAL PROPERTY**

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and confidential procedures for recovering funds for Fire Departments and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

**9. AUDIT**

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

**10. UNRECOVERABLE EXPENSES**

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

**11. INCIDENTS ATTENDED TO BY OTHERS**

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

**12. LIMIT ON LIABILITY**

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

### 13. **INSURANCE & IDEMNIFICATION**

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than five million dollars (\$5,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).
- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

### 14. **TERMINATION**

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

## 15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

Pembroke Fire Department  
200 International Dr.  
Pembroke, ON  
K8A 6W5  
Phone: (613) 735-6821 Ext 1201  
Fax: (613) 732-7673

Attention: Chief Scott Selle

If to the Agent:

Fire Marque Inc.  
P.O. Box 2018, Thornton, ON L0L 2N0  
Phone: 1-855-424-5991 or 705-424-5991  
Fax: 705-424-5702

Attention: Ted K. Woods

## 16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## 17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;

- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

**18. GOVERNING LAW**

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

**19. WAIVER**

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

**20. ENTIRE AGREEMENT**

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

**21. AMENDMENTS**

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

**22. ASSIGNMENT**

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

**23. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

**25. LEGAL RELATIONSHIP**

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

**26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION**

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

**27. LAWS**

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

**28. CONFIDENTIALITY**

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

**29. CONFLICT OF INTEREST**

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

***[Remainder of this page left intentionally blank]***

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**City of Pembroke**

By: \_\_\_\_\_  
Name: Ronald Gervais  
Title: Mayor

By: \_\_\_\_\_  
Name: David Unrau  
Title: Chief Administration Officer

**FIRE MARQUE INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



**The Corporation of the City of Pembroke**

**By-law Number 2025-88**

**Being a By-law to authorize the entering into an Amending Agreement  
with Bench Municipal: Law + Governance for Integrity Commissioner and  
Closed Meeting Investigator Services**

**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 him or her 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 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 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** on February 18, 2025, the Municipality entered into an agreement with Bench Municipal: law + Governance to provide independent integrity commissioner services to the City for a term of 1 year commencing on February 19, 2025; and

**Whereas** the Parties now wish to renew the Agreement on the same terms and conditions as the Original Agreement subject only to the express amendments set out in the Amending Agreement – Integrity Commissioner Services, as attached.

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

1. That the Mayor and the CAO/Deputy Clerk be, and they are, hereby authorized to execute the Amending Agreement – Integrity Commissioner Services between Bench Municipal: Law + Governance and the City of Pembroke, attached and marked as Schedule “A” to this by-law, and to affix thereto the corporate seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and enacted this 2<sup>nd</sup> Day of December 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
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: Law + Governance**  
**{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**

7. 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"

**The Corporation of the City of Pembroke**

**By-law Number 2025-89**

**A By-law to authorize the entering into of a Contribution Agreement for the Community Sport and Recreation Infrastructure Fund (CSRIF) between His Majesty the King in right of Ontario and the Corporation City of Pembroke**

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

**And Whereas** the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality;

**And Whereas** the Municipal Council of the Corporation of the City of Pembroke desires to enter into a Contribution Agreement with the provincial government of Canada for the Redeveloping Waterfront Trailhead Project;

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

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute a Transfer Payment Agreement between His Majesty the King in right of Ontario and the Corporation City of Pembroke; the specific terms of which are as substantially set out in the agreement attached as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted this 2nd Day of December, 2025.**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 30<sup>th</sup> day of May 2025.

BETWEEN:

His Majesty the King in right of Ontario  
as represented by the Minister of Sport

(the “Province”)

- and -

Corporation of the City of Pembroke

(the “Recipient”)

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

|                |                                                        |
|----------------|--------------------------------------------------------|
| Schedule “A” - | General Terms and Conditions                           |
| Schedule “B” - | Project Specific Information and Additional Provisions |
| Schedule “C” - | Project                                                |
| Schedule “D” - | Payment Plan                                           |
| Schedule “E” - | Reports                                                |
| Schedule “F” - | Eligible and Ineligible Costs                          |
| Schedule “G” - | Communications Requirements                            |
| Schedule “H” - | Indigenous Consultation Protocol                       |
| Schedule “I” - | Form of Certificate of Title                           |
| Schedule “J” - | Form of Legal Opinion                                  |

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## 3.0 COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010* (Ontario), *the Public*

*Sector Salary Disclosure Act, 1996* (Ontario), and *the Auditor General Act* (Ontario);

- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**5.2 Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Minister of Sport**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Neil Coburn

**Title:** Director, Strategic Policy and Planning  
Branch

**Corporation of the City of Pembroke**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

**Title**

**I have authority to bind the Recipient**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

**Title**

**I have authority to bind the Recipient**



## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

#### A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Asset**” means any land or fixed capital asset, including buildings or structures, constructed or improved for which Funds are provided pursuant to the Agreement.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Communications Requirements**” means the communications requirements set out in Schedule “G”.

“**Contract**” means each of the following contracts that exists in respect of the Project:

- (a) a contract between the Recipient and a Third Party whereby the Third

Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration, and

- (b) a contract between the Recipient and its Project Partner required under the Agreement.

**“Cost Share Amount”** means Funds up to the percentage set out in Schedule “B” of Eligible Costs that is less than or equal to the Maximum Funds.

**“Development Costs”** means the Eligible Costs relating to pre-construction activities in accordance with Schedule “F”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Eligible Cost”** means a cost or expenditure that is eligible for Funds in accordance with section A4.7.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Governmental Authority”** means the Ministry of Sport, and any other federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Recipient, any aspect of the performance of a Contract or the operation of the Recipient, or the services the Recipient provides, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

**“Holdback Funds”** means the holdback funds set out in Schedule “B” that is ten percent (10%) of Maximum Funds.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Ineligible Cost”** means a cost or expenditure for the Project that is not an Eligible Cost, examples of which are listed under the heading “Ineligible Costs” in Schedule “F”.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, an individual, the Recipient, a Third Party, a corporation, a government, or any other legal entity, and their officers, servants, employees, or agents, the executors, administrators or other legal representatives of an individual in such capacity, and includes a Project Partner.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Project End Date”** means the Project end date set out in Schedule “C”.

**“Project Partner”** means a Person who shares an ownership or leasehold interest with the Recipient in the Asset.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports and documents described in Schedule “E”.

**“Requirements of Law”** means all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to or

applicable to any aspect of the Agreement, the Project, or the Funds.

**“Survival Date”** means the survival date set out in Schedule “B”.

**“Third Party”** means any Person, other than a Party, who participates or is otherwise involved in the implementation of the Project by means of a Contract.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience, expertise and financial health necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with Requirements of Law;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including without limitation information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is not, and will continue to not be, a party to any other agreement or Contract with any other Person that conflicts with or contravenes the Agreement;
- (f) it owns or has a long-term lease agreement (long-term leasehold interest) that expires no earlier than the Survival Date or has a renewal option that would extend the lease agreement up to at least the Survival Date for the Asset and that it will provide evidence of same in the prescribed form set out in Schedule “I” in respect of ownership, or in Schedule “J” in respect of a lease agreement to the satisfaction of the Province, in its sole discretion, as a condition of the Province flowing any Funds under the Agreement;
- (g) it is not, and will continue to not be, using funds from the Province pursuant to any other grant program of the Province for the Project, other than Funds under the Agreement;
- (h) if it has an ownership or a leasehold interest in the Asset with one or more Project Partners, it has and will continue to have legally binding agreements with all owners and leaseholders, as applicable, of the land on which the Project is to be carried out, and with all Project Partners, as

applicable, which agreements are consistent with, and incorporate the relevant provisions of the Agreement;

- (i) it is, and will continue to be responsible for Project costs other than Funds paid under the Agreement, including Eligible Costs not part of the Cost Share Amount, unapproved expenditures, Ineligible Costs and cost overruns; and
- (j) the Asset is for sport or recreation use, the Asset will be primarily open to the public and available for public use throughout the year or the appropriate season of the year, and such use will continue until at least the Survival Date.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power, authority and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures and systems to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to:
  - (i) manage Funds prudently and effectively;
  - (ii) complete the Project successfully;
  - (iii) identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
  - (iv) prepare and submit all Reports required pursuant to Article A7.0; and
  - (v) address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 **Representation and Warranty.** The Recipient represents and warrants that:

- (a) it is not aware of any investigation, inquiry, or proceeding (other than routine inspections) in connection with the Project, including the property that is the site of the Project, by any Governmental Authority;
- (b) it is not aware of any actions, suits, proceedings or investigations that relate to the Project, the Asset, or the use, occupation and possession of the property that is the site of the Project that may be pending or threatened against any Person associated with the Project; and
- (c) it is not aware of any actions, suits, proceedings or investigations pending or threatened against the Recipient or against any Person associated with the Project or the property that is the site of the Project that individually or in the aggregate could result in any:
  - (i) material adverse effect on the Recipient, including on the Recipient's businesses, assets, or financial condition;
  - (ii) impairment of the ability of the Recipient to perform its obligations under a Contract, the Agreement or both; or
  - (iii) impairment of the ability of any Person associated with the Project to perform its obligations under any Contract.

### A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds for the Cost Share Amount up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "D"; and
- (c) deposit the Funds into an account the Recipient designates provided that

the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until:
  - (i) the Agreement is executed by both Parties;
  - (ii) the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2; and
  - (iii) the Recipient provides the evidence of ownership or leasehold interest to the satisfaction of the Province, in its sole discretion, required by section A2.1(f);
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) Ineligible Costs are not eligible for Funds in accordance with the Agreement and the Province is not obligated to provide any Funds to the Recipient for Ineligible Costs;
- (d) the Province is not obligated to provide any Funds or any further payments of Funds to the Recipient until it is satisfied that its duty to consult with Indigenous communities, if any, and, its duty to accommodate any Indigenous communities, if applicable, have been met;
- (e) the Province is not obligated to provide Funds in an amount that is greater than the Cost Share Amount; and
- (f) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Costs that do not exceed the Cost Share Amount;

- (d) despite any other provision in this Agreement, not use more than 20 percent of the Maximum Funds for Development Costs, which is the maximum amount for Development Costs set out in Schedule “B”;
- (e) not use the Funds to cover:
  - (i) any Ineligible Cost; and
  - (ii) any Eligible Cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (f) complete the Project on or before the Project End Date and provide proof of completion in accordance with Schedule “E”.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 **Eligible Costs.** In order for a cost or expenditure to be eligible for Funds in accordance with the Agreement, the cost or expenditure must:

- (a) be directly related to the Project;
- (b) be a cost or expenditure that would not otherwise have been incurred but for the Project;
- (c) fall within the list of eligible costs under the heading “Eligible Costs” in Schedule “F”;
- (d) have been incurred on or after the Effective Date and no later than March 31, 2027; and



- (e) be an actual cash outlay by the Recipient to one or more third parties acting at arm's length on or after the Effective Date and no later than March 31, 2027 that can be documented through paid invoices, receipts or other records that are satisfactory to the Province, in its sole and absolute discretion.

**A4.8 Funding Shortfall.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all the funding available to it, the Recipient will:

- (a) immediately give Notice to the Province of that determination; and
- (b) within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall of funding.

**A4.9 Funding Shortfall Remedies.** If the Province is not satisfied that the measures proposed in accordance with paragraph (a) of section A4.8 will be adequate to remedy the shortfall of funding, then the Province may exercise one or more of the remedies available to it pursuant to section A12.4.

**A4.10 Request for Payment.** The Recipient will submit requests for payment of Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

**A4.11 Funds Conditional on Project Completion.** The Province will retain the Holdback Funds until the Recipient has completed the Project in accordance with the terms of the Agreement and to the satisfaction of the Province and the Recipient has requested the Holdback Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

**A4.12 Notice to Province.** If, at any time during the Term, the Recipient determines that any of the following has occurred or will occur, the Recipient will immediately provide Notice to the Province of that determination:

- (a) A Project Partner no longer has an ownership or leasehold interest in the Asset being constructed or improved as the Project under the Agreement.
- (b) Any event that could or could be seen by a reasonable person to jeopardize the completion of the Project, including the dissolution of an arrangement between the Recipient and a Project Partner or between the Recipient and a third party that is required to complete the Project.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province in a manner specified by the Province:
  - (i) all Reports in accordance with the timelines, form and content requirements set out in Schedule “E” or in a form, within the timelines, or with the content the Province may specify from time to time;
  - (ii) any other reports in accordance with any timelines, form and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient’s allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in accordance with the Communications Requirements set out in Schedule "G".

## **A9.0 INDEMNITY**

**A9.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and

appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation, termination or material change.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1, and renewal replacements on or before the expiry of any such insurance; and
  - (ii) a valid clearance certificate of coverage under the *Workplace Safety and Insurance Act, 1997*, and thereafter, updated valid clearance certificates of coverage under that Act upon request by the Province;
- (b) in the event of a Proceeding, and upon the Province’s request, provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both; and
- (c) ensure that each Third Party obtains all the necessary and appropriate insurance that a prudent person in the business of the Third Party would maintain and that the Recipient is named as additional insureds with respect to any liability arising in the course of performance of the Third Party’s obligations under the applicable Contract, and provide proof of same to the Province upon request.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS UPON EXPIRY**

**A13.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A14.0 DEBT DUE AND PAYMENT**

**A14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the



Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A14.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A14.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A15.0 NOTICE**

**A15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A15.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed;
- (b) or in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A15.3 Postal Disruption.** Despite section A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A16.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A17.0 SEVERABILITY OF PROVISIONS**

**A17.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A18.0 WAIVER**

**A18.1 Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**A18.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A19.0 INDEPENDENT PARTIES**

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A21.0 GOVERNING LAW**

A21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A22.0 FURTHER ASSURANCES**

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A23.0 JOINT AND SEVERAL LIABILITY**

**A23.1 Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A24.0 RIGHTS AND REMEDIES CUMULATIVE**

**A24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A25.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A26.0 SURVIVAL**

**A26.1 Survival.** Any rights and obligations of the Parties that extend, by their nature, beyond the term of the Agreement will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles and sections, and all applicable cross-referenced Articles, sections and schedules: Article 1.0, Article 2.0, Article 3.0, Article 5.0, Article A1.0 and any other applicable definitions, sections A2.1(a), (f), (i) and (j), section A4.2(d), sections A4.4, A4.5, A4.6 and A4.9, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A17.0, section A20.2, Article A21.0, Article A23.0, Article A24.0, Article A26.0 and Article A27.0.

## **A27.0 TRANSFER AND MAINTENANCE OF ASSET**

**A27.1 Transfer and Maintenance of Asset.** The Recipient acknowledges that:

- (a) it will not transfer ownership of, assign its long-term leasehold interest in, or, where applicable, fail to exercise an option to extend its leasehold interest in the Asset prior to the Survival Date, unless the Recipient obtains the prior written consent of the Province; and
- (b) should the Asset be damaged, destroyed or otherwise rendered unusable prior to the Survival Date, the Recipient will repair or rebuild as determined appropriate by the Province, and reopen the Asset within a reasonable period of time, unless the Province and the Recipient, acting reasonably, agree that reconstruction is not feasible.

## **A28.0 INDIGENOUS ENGAGEMENT**

**A28.1 Indigenous Engagement.** The Recipient agrees to be bound by the terms and conditions of the Indigenous Engagement Protocol set out in Schedule “H”.

**A28.2 Legal Duty to Consult.** Until the Province is satisfied that any legal duty to consult and, where appropriate, to accommodate Indigenous communities has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province has no obligation to pay any Funds, as determined by the Province.

**A28.3 Satisfaction with Consultation.** If the Project requires consultation with one or more Indigenous communities, the Province must be satisfied that:

- (a) Indigenous communities have been notified and, if applicable, consulted;
- (b) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Indigenous communities consulted, concerns raised, and how each of the concerns has been addressed or, if not addressed, an explanation as to why not;
- (c) the Recipient is carrying out accommodation measure, where appropriate; and
- (d) any other information has been provided which the Province may deem appropriate.

A28.4 **Archaeological Assessments.** Where ground or water body disturbance is proposed in carrying out the Project, prior to undertaking site preparation or construction for the Project, the Recipient will:

- (a) undertake an archaeological potential evaluation, and
- (b) if an archaeological assessment is recommended, undertake the assessments on the sites upon which the Project will occur where ground disturbance is proposed.

#### **A29.0 THIRD PARTY INVOLVEMENT**

A29.1 **Third Party Involvement.** Where any aspect of the Project is carried out by a Third Party other than the Recipient, the Recipient will ensure the Third Party carries out that aspect of the Project, incurs Eligible Costs for which the Recipient may receive Funds, and otherwise conducts itself, in accordance with the spirit and intent of the Agreement.

A29.2 **Recipient's Obligations.** For greater clarity, the Recipient acknowledges that section A29.1 does not relieve the Recipient of any of its obligations under the Agreement.

### **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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|                                                                                                                                                                                           |                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Maximum Funds</b>                                                                                                                                                                      | <b>\$155,828</b>                                                                                                                                                                                                                                                            |
| <b>Percentage of Eligible Costs for the Cost Share Amount</b>                                                                                                                             | <b>Up to 50%</b>                                                                                                                                                                                                                                                            |
| <b>Maximum amount for Development Costs (20% of Maximum Funds)</b>                                                                                                                        | <b>\$31,165</b>                                                                                                                                                                                                                                                             |
| <b>Holdback Funds (10% of Maximum Funds)</b>                                                                                                                                              | <b>\$15,583</b>                                                                                                                                                                                                                                                             |
| <b>Survival Date</b>                                                                                                                                                                      | <b>October 31, 2031</b>                                                                                                                                                                                                                                                     |
| <b>Expiry Date</b>                                                                                                                                                                        | <b>October 31, 2027</b>                                                                                                                                                                                                                                                     |
| <b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>                                                                                                                 | <b>\$10,000</b>                                                                                                                                                                                                                                                             |
| <b>Insurance</b>                                                                                                                                                                          | <b>\$2,000,000</b>                                                                                                                                                                                                                                                          |
| <b>Contact information for the purposes of Notice to the Province</b>                                                                                                                     | <b>Address:</b><br><b>Ontario Ministry of Sport</b><br>777 Bay Street, 2 <sup>nd</sup> Floor, Suite 260<br>Toronto, Ontario<br>M5G 2C8<br><br>Attention: Manager, Community Infrastructure Unit<br><br><b>Email:</b> <a href="mailto:CSRIF@ontario.ca">CSRIF@ontario.ca</a> |
| <b>Contact information for the purposes of Notice to the Recipient</b>                                                                                                                    | <b>Name:</b> Jordan Durocher<br><b>Position:</b> Director, Parks & Recreation<br><b>Address:</b><br>1 Pembroke Street East<br>Pembroke, Ontario<br>K8A 3J5<br><b>Email:</b> <a href="mailto:jdurocher@pembroke.ca">jdurocher@pembroke.ca</a>                                |
| <b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b> | <b>Name:</b> Angela Lochtie<br><b>Position:</b> Treasurer<br><b>Address:</b><br>1 Pembroke Street East<br>Pembroke, Ontario<br>K8A 3J5<br><b>Email:</b> <a href="mailto:alochtie@pembroke.ca">alochtie@pembroke.ca</a>                                                      |

**Additional Provisions:**

None



## SCHEDULE “C” PROJECT

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**C1.0 Project Title.** The title of the Project is Redeveloping Waterfront Trailhead.

**C2.0 Project Summary.**

This Project will support the redevelopment of key space at the entrance to the City of Pembroke’s Waterfront Park, adjacent to the Algonquin Trail. The creation of a trail hub will enhance park services, support multi-modal use of the pathway, and contribute to economic development within the city.

**C3.0 Project Location.**

Waterfront Park, 11 Albert St. Pembroke, ON K8A 5L5

Latitude (45.8280016435452) Longitude (-77.11572136157108)

**C4.0 Project Description.**

The Project involves the design and redevelopment of an 800m<sup>2</sup> area to enhance access and usability at the park entrance and support trail connectivity. Key components include:

- Sloped Access Path: Construction of a graded access path from the Algonquin Trail to the adjacent parking area, enabling smooth off-loading of recreational vehicles for improved connectivity with the downtown core.
- Integrated Linkages: Creation of dedicated pathways connecting the parking lot with public amenities to optimize visitor flow.
- Public Washroom: A new ADA washroom (trailer) will be added to support park users, trail users and marina visitors.
- Cycling Infrastructure: Installation of a cycle station equipped with a 6-capacity bike rack, repair tools, and an air pump to support local and visiting cyclists.
- Shade Solutions: Provision of natural shade areas using strategically planted vegetation, complemented by a small gazebo to offer covered seating and rest areas.
- Visitor Seating: Placement of seating arrangements, including two benches and an accessible picnic table, to enhance comfort and inclusivity.
- Hydration Station: Installation of a water bottle refill station to encourage sustainability and support hydration for park and trail users.
- Wayfinding and Interpretive Signage: Inclusion of a centralized wayfinding kiosk and cultural interpretive signage to orient visitors and highlight local heritage.

**C5.0 Project Start Date.** The Project start date is **May 30, 2025**.

**C6.0 Project End Date.** The Project end date is **October 15, 2026**.

**C7.0 Project Workplan.** The following table sets out the workplan for the Project with estimated dates of completion for each component of the plan and the Recipient will provide actual dates of completion as required in the Reports:

| Key Milestone                                          | Activities                                                                                                                                              | Anticipated Start Date (mm/dd/yyyy) | Anticipated End Date (mm/dd/yyyy) |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------|
| Confirmation of Funding                                | Confirm all funding supports for project, entering contracts and agreements, obtaining council permissions as necessary                                 | 06/15/2025                          | 08/12/2025                        |
| Procurement and Tendering                              | Procure necessary items and services including design, engineering documents, and construction for the Project                                          | 09/15/2025                          | 10/10/2025                        |
| Award Tender                                           | Award tender to selected vendor(s)                                                                                                                      | 10/17/2025                          | 10/17/2025                        |
| Design Development                                     | Complete development of all required design and engineering documentation<br>Initial site visits with contractors<br>Obtain any permits, as necessary   | 10/31/2025                          | 03/15/2026                        |
| Site Preparation                                       | Mobilization, clearing and preparation of site                                                                                                          | 04/15/2026                          | 04/30/2026                        |
| Grading and Path Development                           | Grading and integrated path linkage creation                                                                                                            | 05/01/2026                          | 09/30/2026                        |
| Construction and Installation of structural components | Installation of all structural components including washrooms, park furnishings, signage, sun shelters, landscaping, bike racks, and hydration station. | 05/01/2026                          | 09/30/2026                        |
| Site Clean-up and Inspections                          | Demobilization and site cleanup, final inspections and sign-off on all components                                                                       | 10/1/2026                           | 10/14/2026                        |

## SCHEDULE “D” PAYMENT PLAN

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### D1.0 DEFINITION

D1.1 **Definitions.** In this Schedule the following terms will have the following meanings:

“**Claims Report**” means a claims report in accordance with Schedule “E” (Reports).

“**Final Report**” means the final report in accordance with Schedule “E” (Reports).

“**Progress Report**” means a progress report in accordance with Schedule “E” (Reports).

### D2.0 PAYMENT

D2.1 **Timing of Request.** The Recipient will submit a request for payment for Eligible Costs in a Claims Report to the Province within a reasonable time from when the Eligible Cost was incurred and in accordance with the timing identified in column 1 of Table 1.

D2.2 **No Penalty.** The Recipient is not required to submit a request for payment of an Eligible Cost and there is no penalty for failure to request payment for an Eligible Cost.

D2.3 **Payment of Funds.** Subject to the terms and conditions in the Agreement, the Province will provide payment of Funds to the Recipient up to the amount set out in column 3 of Table 1 in this Schedule “D” upon the Province’s satisfaction that the Recipient has met the conditions for payment in column 2 of Table 1 for the payment described in column 1 of Table 1.

D2.4 **No Payment Required.** In addition to any other applicable terms and conditions of the Agreement, the Province is not required to provide a payment:

- (a) unless the Recipient provides a request for payment in accordance with this Schedule “D”;
- (b) until the Province is satisfied with the Reports and other documentation required as conditions for payment in Table 1 below; and
- (c) until the Province has received and is satisfied with any and all Reports specified by the Province.

**Table 1**

| Payment Date or Milestone                                                                                                                   | Conditions for Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <p>First Payment</p> <p>The Recipient may submit the initial Claims Report with the first Report required in the table in Schedule “E”.</p> | <ol style="list-style-type: none"> <li>1. The Agreement has been executed by both Parties.</li> <li>2. The Recipient has provided to the Province the requisite documents that demonstrate compliance with the Agreement, including: <ol style="list-style-type: none"> <li>a. Proof of Insurance required by section A10.2;</li> <li>b. Evidence of ownership or long-term leasehold interest required by section A2.1(f);</li> <li>c. Notice(s) of conflict of interest, if any, as required by Article 6.0.</li> </ol> </li> <li>3. The Recipient has provided the Province with the necessary information to facilitate a payment of Funds to the Recipient.</li> <li>4. The Recipient has submitted the first Report within 90 days of Agreement execution that includes confirmation of approved signage installation, as required by section G5.5.</li> <li>5. The Recipient has submitted the first Claims Report showing Eligible Costs incurred.</li> </ol> | <p>Up to the Maximum Funds less the Holdback Funds</p>                                |
| <p>Subsequent Payment(s)</p> <p>The Recipient may submit a Claims Report once per quarter, as</p>                                           | <ol style="list-style-type: none"> <li>1. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Up to the Maximum Funds less the Holdback Funds and less any previous payments</p> |

|                                                                                                                                                                         |                                                                                                                                                                                                        |                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <p>necessary, on the following dates:</p> <ul style="list-style-type: none"> <li>○ May 20</li> <li>○ August 20</li> <li>○ November 20</li> <li>○ February 20</li> </ul> |                                                                                                                                                                                                        |                                                                                          |
| <p><b>Final Payment</b></p> <p>The Recipient may submit a final Claims Report with the submission of the Final Report, within 90 days of completion of the Project.</p> | <ol style="list-style-type: none"> <li>1. The Recipient has submitted the Final Report.</li> <li>2. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred.</li> </ol> | <p>Up to the Maximum Funds, including the Holdback Funds, less any previous payments</p> |

**SCHEDULE “E”  
REPORTS**

| <b>Report</b>     | <b>Detail</b>                                                                                                                                                                          | <b>Coverage Period</b>           | <b>Due Date</b>                 |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Progress Report 1 | A progress report is required to provide regular updates on the Project.                                                                                                               | May 30, 2025 – October 31, 2025  | On or before: November 20, 2025 |
| Interim Report    | An interim report is required upon reaching half-way through the Project’s timeline.<br><br>This report will include forecasting information to the end of the fiscal year (March 31). | May 30, 2025 – January 31, 2026  | On or before February 6, 2026   |
| Progress Report 2 | A progress report is required to provide regular updates on the Project.                                                                                                               | February 1, 2026 – July 31, 2026 | On or before: August 20, 2026   |
| Final Report      | The Final Report is due within 90 days of completion of Project.                                                                                                                       | May 30, 2025 – October 15, 2026  | On or before: January 13, 2027  |

## **E1.0 REPORT DETAILS**

**E1.1 Claims Reports.** The Recipient will submit a claims report containing the Recipient's request for payment for Eligible Costs in respect of the Project (a "Claims Report"). A Claims Report must be in the form prescribed by the Province and signed by an authorized signing officer of the Recipient. A Claims Report must include the following:

- (a) a detailed breakdown of invoices that are being claimed for reimbursement (all amounts to be presented in Canadian currency);
- (b) copies of original invoices (invoices in foreign currencies to include accompanying currency conversion statements in Canadian currency), receipts and associated documentation that may be required to validate the eligibility of costs, including but not limited to proof of payment;
- (c) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both;
- (d) an attestation by an authorized representative of the Recipient in a format acceptable to the Province that confirms the Eligible Costs claimed in the request for payment have been paid and incurred in accordance with the terms and conditions of the Agreement; and
- (e) such other information as the Province may request.

**E1.2 Progress Reports.** The Recipient will submit progress reports to the Province at the intervals set out in the table above ("Progress Report"). A Progress Report will be in the form prescribed by the Province and signed by an authorizing officer of the Recipient. The Recipient will ensure that each Progress Report includes, without limitation, and at the sole discretion of the Province, the following information in respect of the Project:

- (a) the Province's forecasted contributions to the Project;
- (b) the construction start date and the construction end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is completed, confirmation of completion in the form and manner prescribed by the Province;
- (f) confirmation that all required signage for the Project has been installed;

and

- (g) any other Information respecting the Project that may be requested by the Province, acting reasonably.

**E1.3 Interim Report.** The Recipient will submit an interim report to the Province in accordance with the table above and in a form prescribed by the Province ("Interim Report"). The Interim Report(s) will be signed by an authorized signing officer of the Recipient and will include:

- (a) a detailed description of the progress of the Project to the date of the report or as specified;
- (b) a performance measurement plan, which shall consist of an updated construction schedule including baselines and targets related to short-, intermediate- and longer-term outcomes;
- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an interim unaudited financial statement showing Project expenditures and revenues (including interest) prepared by a qualified person;
- (e) evidence in the form and manner determined by the Province of the percentage of the Project completed;
- (f) details of any variance from the Project (including timelines);
- (g) any changes to the Project's financials since the last progress report and an up-dated forecast; and
- (h) any other information respecting the Project that may be requested by the Province, acting reasonably.

**E1.4 Final Report.** Within 90 days of the Project End Date, the Recipient will submit a final report ("Final Report") in a form satisfactory to the Province, and signed by an authorized signing officer of the Recipient. A Final Report will include:

- (a) a detailed description of the Project as completed, including photographs;
- (b) a performance measurement plan, which shall consist of the confirmation of completion of construction in accordance with the construction schedule including baselines; and targets related to short-, intermediate- and longer-term outcomes;



- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an audited financial statement which accounts for total Project revenue (including interest) and expenditures;
- (e) evidence in the form and manner determined by the Province that the Project has been completed;
- (f) a final Claims Report, if applicable, in the form(s) prescribed by the Province;
- (g) when requested, copies of all original invoices and receipts for the Project;
- (h) details of any variance from the Project (including timelines); and
- (i) any other information respecting the Project that may be requested by the Province, acting reasonably.

**E1.5 Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

**SCHEDULE "F"**  
**ELIGIBLE AND INELIGIBLE COSTS**

---

**F1.0 ELIGIBLE COSTS**

F1.1 The following is the list of Eligible Costs referred to in section A4.7 of Schedule "A":

- (a) Development Costs related to pre-construction directly required for the Project, excluding taxes on those costs, including:
  - i. architectural, engineering and developmental design costs;
  - ii. costs of mandatory assessments, evaluations, studies or surveys required to proceed with the Project, such as:
    - 1. Architectural, engineering, and heritage studies
    - 2. Risk assessment and technical studies
    - 3. Environmental assessments
    - 4. Archaeological assessments;
  - iii. costs associated with obtaining necessary approvals, licenses or permits, except where the Recipient is the entity providing the approval, license or permit; and
  - iv. costs related to following the Indigenous Consultation Protocol set out in Schedule "H", including the translation of documents into languages spoken by the interested Indigenous community(ies);
- (b) project management costs, including fees paid to professionals, technical personnel, consultants, and contractors specifically engaged to undertake the Project, excluding taxes on those costs;
- (c) costs for fixed equipment and technology that will be installed as part of the Project, excluding taxes on those costs, that consist of:
  - i. Permanently installed furnishings and equipment; or
  - ii. Exterior and interior finishes;
- (d) transportation and delivery costs for equipment and materials, excluding taxes;
- (e) construction and/or renovation costs, excluding taxes on those costs, including:
  - i. costs for materials;
  - ii. costs for equipment necessary to undertake the construction or renovation;
  - iii. all work done on the Project site in respect of the Project and preparation costs for same, including:
    - 1. demolition;

2. land clearing;
  3. excavation;
  4. grading;
  5. utility installation;
  6. erosion control;
  7. drainage systems;
  8. soil testing and stabilization
  9. foundation;
  10. framing;
  11. construction and installation;
  12. landscaping;
  13. off-site services necessary for the Project's completion if approved in advance by the Province; and
  14. temporary facility costs that are necessary for the Project's completion, including site offices, storage units, and access roads;
- iv. labour costs, except salaries of employees of the Recipient; and
- v. inspection fees;
- (f) communications costs insofar as they relate to the Communications Requirements (Schedule 'H')) and only to the extent allowed by the Communications Requirements; and
- (g) Any other cost or expenditure expressly permitted in writing by the Province.

## **F2.0 INELIGIBLE COSTS**

F2.1 The following are examples of Ineligible Costs:

- (a) costs and expenditures incurred outside of the timeframe described in section A4.7(d) of Schedule "A";
- (b) costs related to any component of the Project other than its approved scope;
- (c) costs for the acquisition, expropriation or leasing of land, buildings, other facilities, or equipment, except the rental of equipment for the purpose of undertaking the Project;
- (d) costs for non-fixed or moveable equipment, technology and furnishings, including maintenance vehicles;
- (e) costs associated with developing the business case and applying for the Funds under this Agreement;
- (f) fundraising costs and costs related for developing business cases to support ongoing fundraising efforts for the Project;

- (g) costs for studies, assessments, surveys that are not required to proceed with the Project such as general feasibility studies or studies related to the development of business cases or other financial supports;
- (h) Travel, meal, hospitality, accommodation, or incidental costs or expenses of the Recipient or of a Third Party in a Contract with the Recipient;
- (i) costs related to regular operations or maintenance of the facility, including:
  - i. salaries and benefits of staff, even where staff is directly providing support to the Project;
  - ii. programming supplies (sports, recreation and fitness equipment that is not fixed, including portable nets, balls, mats);
  - iii. program delivery costs;
  - iv. maintenance material stock or vehicles;
  - v. utilities, administration, lease, and other operational costs;
- (j) costs for and related to legal services, audit services, financing, administration, loan payments, easements (surveys), banking, insurance, and bonding;
- (k) costs, charges, penalties or fees incurred or paid:
  - i. due to late or non-payment, rush request, contract termination or non-compliance;
  - ii. during the process of having a cost determined to be ineligible; or
  - iii. for stopping or cancelling all or part of the Project;
- (l) in-kind contributions or donations;
- (m) any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (n) taxes of any kind regardless of eligibility for rebate; and
- (o) any cost or expenditure that is not an Eligible Cost.

## **SCHEDULE “G”**

### **COMMUNICATIONS REQUIREMENTS**

---

#### **G1.0 PURPOSE**

- G1.1 This Schedule “G” describes the Recipient's responsibilities and financial obligations involved in communications activities for the Project to recognize the contributions of the Government of Ontario.
- G1.2 This Schedule “G” does not relate to operational communications, including calls for tender, construction, design, property, emergency and public safety notices, which are the sole responsibility of the Recipient.

#### **G2.0 GENERAL PRINCIPLES**

- G2.1 The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications, ensuring equal recognition and prominence of the Government of Ontario's financial contribution to the Project with the Recipient and any other contributors.
- G2.2 The financial contribution of the Government of Ontario will receive equal recognition and prominence with that of other contributors to the Project when logos, symbols, flags, and other types of identification are incorporated into events and signage, unless the Province specifies otherwise.
- G2.3 All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Government of Ontario.
- G2.4 All communications through electronic media, such as websites, are subject to the terms and conditions of this Schedule “G”.
- G2.5 All events and signage will follow the terms and conditions of this Schedule “G” and any other requirements that may be specified by the Province from time to time.
- G2.6 All communications referencing the Government of Ontario and/or making use of the Government of Ontario logo must be submitted a minimum of fifteen (15) working days in advance for review and approval by the Province prior to release. Usage of the Government of Ontario logo must follow the guidelines provided by the Province.

#### **G3.0 PROJECT COMMUNICATIONS**

- G3.1 Project Promotion

- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will produce, as appropriate, Project communications such as: a Project website, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of fifteen (15) working days before it takes place. The Recipient will also ensure appropriate recognition of the Government of Ontario's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (c) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

#### G4.0 **COMMUNICATING WITH THE PUBLIC**

##### G4.1 General

- (a) The Recipient shall notify and consult with the Province, a minimum of fifteen (15) working days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material, if necessary. Notwithstanding the advance notice requirement, consent shall not be unreasonably withheld by the Province or the Recipient if a news release or public announcement must be issued in less than fifteen (15) working days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project.
- (c) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under section G1.2 of this Schedule "G".
- (d) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.

- (e) The Province may monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

#### G4.2 Public Information Kits

The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and website material to inform the public about the Project. Such material shall be prepared in a manner consistent with this Schedule "G" and any core messages developed by the Recipient or the Province.

#### G4.3 News Releases

The Recipient and the Province may issue joint news releases upon Project milestones or at any other relevant time in the life of the Project. In all such news releases, the Government of Ontario shall receive equal prominence as the Recipient and any other contributors and all shall mutually agree on the use of quotes from designated representatives in the news releases.

#### G4.4 News Conferences, Public Announcements, Official Events or Ceremonies

- (a) The Recipient and the Province may agree to hold news conferences at the request of the other. The designated representative(s) of each of the Recipient and the Province shall be provided the opportunity to participate in such news conferences.
- (b) No public announcement relating to the Project, with the exception of those notices described in section G1.2 of this Schedule "G", shall be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province shall cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

#### G5.0 **SIGNAGE**

- G5.1 The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G5.2 Unless otherwise agreed by the Province, the Recipient will produce and install temporary signage recognizing the funding contributed by the Province at each Project site in accordance with the Province's signage guidelines.

- G5.3 Signage recognizing the Province's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G5.4 The Recipient will inform the Province of the sign installation, including providing the Province with photographs of the signage once it has been installed.
- G5.5 Signage recognizing the Province's contribution will be installed at the Project site(s) no later than 90 days from the date the last Party executes the Agreement, will be visible for the duration of the Project, and will remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G5.6 The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.
- G5.7 Except for signage acknowledging the Project funding, traffic control; safety devices; contractor signage; retail signage or normal construction related signage, no additional signage concerning the Project shall be erected at the Project site by the Recipient during the construction phase.

#### G6.0 **PLAQUE**

- G6.1 The Parties agree that the Province and the Recipient may each have plaques recognizing their funding contribution in respect of the Project.
- G6.2 In sections G6.3 to and including G6.8 and in Article G.7.0, every reference to "Plaque" means a plaque or such other marker as the Province may determine and communicate to the Recipient.
- G6.3 Unless otherwise agreed by the Province, the Recipient will design, produce and permanently install a Plaque recognizing the funding contributed by the Province at each Project site in accordance with specifications provided by the Province.
- G6.4 Prior to production of the plaque, the Recipient will obtain the Province's approval of the design of the Plaque.
- G6.5 The Plaque recognizing the Province's contribution will be installed in a prominent and visible location and the Recipient will obtain the Province's approval of the location prior to installing the Plaque.
- G6.6 The Recipient will inform the Province of Plaque installation, including providing the Province with photographs of the Plaque once it has been installed.



G6.7 The Recipient will install the Plaque recognizing the Province's contribution on each Project site by the later of 90 days following the completion of the Project or immediately before the Asset is fully operational or opened for public use.

G6.8 The Recipient is responsible for the production and installation of Project Plaque(s), and for maintaining the Plaque(s) in a good state of repair while the Asset is fully operational and open to the public, or as otherwise agreed upon.

**G7.0 COST ALLOCATION**

G7.1 Communications activities, including signage and Plaques, are to be carried-out at the Recipient's expense and may be considered Eligible Costs in accordance with the terms of the Agreement.

**G8.0 DISPUTES, MONITORING AND COMPLIANCE**

G8.1 The Province will monitor the Recipient's compliance with this Schedule "G", and may, at its discretion, advise the Recipient of issues and required adjustments. Should there be any disagreement or contentious issues, both the Recipient and the Province agree to use best efforts to resolve potential disputes, in good faith and acting reasonably.

## SCHEDULE “H”

### INDIGENOUS CONSULTATION PROTOCOL

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#### H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Indigenous Consultation Protocol):

“**Indigenous Consultation Plan**” means the Indigenous Consultation Plan described in section H.2.1 (Development of Plan).

“**Indigenous Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

#### H.2.0 INDIGENOUS CONSULTATION PLAN

H.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous Consultation Plan.

H.2.2 **Procedural Aspects of Consultation.** If consultation with Indigenous communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous communities the Recipient will consult with.

H.2.3 **Provision of Plan to Province.** If, pursuant to section H.2.1, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

H.2.4 **Changes to Plan.** The Recipient agrees that the Province, in the sole discretion of the Province and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

#### H.3.0 INDIGENOUS CONSULTATION RECORD

H.3.1 **Requirements for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it upon request.

#### H.4.0 RESPONSIBILITIES OF THE RECIPIENT

**H.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

**H.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H.4.1.

**SCHEDULE "I"**  
**FORM OF CERTIFICATE OF TITLE**

---

**FORM OF CERTIFICATE OF TITLE**

---

**SOLICITOR'S CERTIFICATE OF TITLE**

RE: The Corporation of the City of Pembroke (the "Recipient") funding for improvements to the Property (as defined below)

AND RE: Recipient's Title to: Pt Water Lt Location CL2827 in Ottawa River, in front of Lt 35, Front Con, & in front of Lts 1,3,4 & 5, Blk B, Pl 2 and Lt 5, Blk A, Pl 2, Pembroke, being Pts 1 & 5, 49R5785; s/t reservations in R256311; City of Pembroke (the "Property")

TO: His Majesty the King in Right of Ontario as represented by the Minister of Sport

---

This is to certify to His Majesty the King in Right of Ontario as represented by the Minister of Sport in connection with the Recipient receiving funding for implementing improvements to the Property that, as of the date of this Certificate:

1. The Recipient is the registered owner in fee simple with good and marketable title to the Property with Property Identification Number 57139-0228 (LT) by transfer/deed registered in the Land Registry Office for the Land Titles/Land Registry Division of Renfrew (LRO No.49) on August 29, 1985 as Instrument No. R256311.
2. There are no easements, declarations of possession affecting title, restrictions, covenants, encumbrances or encroachments that prevent the construction, occupation and use of the improvements to the Property except the Property was obtained by way of Letters Patent which provided a reservation for minerals under the land.
3. There are no leases, mortgages or any other agreements that prevent the construction, occupation and use of the improvements to the Property.
4. There are no outstanding arrears of property taxes, utilities accounts for water or sewer services, local improvement charges or any special assessments or rates against the Property.
5. There are no liens of any nature or kind registered against title to the Property.
6. There are no outstanding municipal work orders or deficiency notices relating to the Property, nor is there any outstanding non-compliance with applicable building or zoning by-laws.
7. There are no outstanding executions that may affect title to the Property.

8. The Recipient is the Corporation of the City of Pembroke pursuant to the *Municipal Act*, 2001.
9. An examination of title does not otherwise reveal any qualifications or restrictions or any parties with claims or rights that could preclude, defeat or adversely affect, in any material respect, the rights and interests of His Majesty the King in Right of Ontario as represented by the Minister of Sport, arising from the Transfer Payment Agreement effective May 30, 2025, or that could prevent the construction, occupation and use of the improvements to the Property.
10. I am a lawyer member in good standing of the Law Society of Ontario, qualified and insured to practice real estate law in the Province of Ontario.

In making this certificate, the undersigned hereby acknowledges, consents and agrees that, although the undersigned is counsel to the Recipient, His Majesty the King in Right of Ontario is relying upon, and is entitled to rely upon, this certificate and the opinions expressed herein for the purpose of confirming that the Recipient has good title to the Property and is not restricted in the construction, occupation and use of the improvements to the Property.

DATED at Pembroke, this 17 day of July, 2025.



Name of solicitor: Robert B. Sheppard

Firm: Sheppard & Gervais

Mailing Address: 290 Pembroke Street East, Pembroke, Ontario K8A 3K3

**SCHEDULE “J”  
FORM OF LEGAL OPINION**

---

Not applicable.

**The Corporation of the City of Pembroke**

**By-law Number 2025-90**

**A By-law to amend By-law 2025-24, being a by-law to establish fees and charges on persons for payment of municipal services, activities and use of municipal property for the City of Pembroke**

**Whereas** through By-law 2025-24, the Municipal Council of the Corporation of the City of Pembroke established the fees or charges for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

**And Whereas** the Municipal Council of the Corporation of the City of Pembroke did on March 4, 2025, enact By-law 2025-24 but now deems it necessary to amend Schedule “E” of said by-law.

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

1. That Schedule “E” to By-law 2025-24 be deleted and replaced with the attached Schedule “E” – Fire Department Fees.
2. That the Corporation of the City of Pembroke adopts the attached schedule of Pembroke Fire Department user fees, hereto and forming a part hereof.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted this 2<sup>nd</sup> day of December 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

**Pembroke Fire Department Fees**

| Administration                                                                        | Fees                                                                                         |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| S.C.B.A. Refills *                                                                    | \$21 each + HST= \$23.73                                                                     |
| File Search **                                                                        | \$125 + HST = \$141.25                                                                       |
| Copies of Incident Reports **                                                         | \$125.00 + HST = \$141.25                                                                    |
| Fire Permits **                                                                       | Renewal = \$60<br>New permit & site inspection<br>= \$110                                    |
| Fireworks Permits **                                                                  | Consumer Fireworks = \$60<br>Public Fireworks Display<br>=\$110                              |
| False Alarms – Letter of Warning                                                      | No Charge                                                                                    |
| 2nd False Alarm within 12-month period of 1st False Alarm *                           | \$354.40 plus HST                                                                            |
| 3rd False Alarm within 12-month period of 1st False Alarm *                           | \$708.75 plus HST                                                                            |
| Malicious False Alarms **                                                             | 1 <sup>st</sup> Response – \$354.40<br>2 <sup>nd</sup> and subsequent<br>responses- \$708.75 |
| Supply/Install Smoke Alarms and CO Detectors,<br>Combination Smoke and<br>CO Alarms * | \$78.75 each + HST = \$88.99                                                                 |
| Supply/Installation of Batteries *                                                    | \$10.50 each + HST= \$11.87                                                                  |



### Pembroke Fire Department Fees

| Inspection                                                             | Fees                                                        |
|------------------------------------------------------------------------|-------------------------------------------------------------|
| Retrofit Inspections 1 <sup>st</sup> & 2 <sup>nd</sup>                 | n/c                                                         |
| Retrofit Inspections 3 <sup>rd</sup> & Subsequent **                   | \$125 per hour or part<br>Minimum \$125<br>+ HST = \$141.25 |
| LLBO Inspection **                                                     | \$125 + HST =<br>\$141.25                                   |
| Private Day Care License **                                            | \$125+ HST =<br>\$141.25                                    |
| Business Compliance Request **                                         | \$125 + HST =<br>\$141.25                                   |
| Copies of Inspections **                                               | \$125 + HST =<br>\$141.25                                   |
| Fire Safety Plan Review and Approval **                                | \$125 + HST =<br>\$141.25                                   |
| Marijuana Grow-Op Inspections (MGO) - Investigation and compliance. ** | \$125 + HST =<br>\$141.25                                   |

**Pembroke Fire Department Fees**

| Fire Department Response                                                                   | Fees                                                                                                                |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Vehicle Accidents **<br>Non-Residents                                                      | \$354.40/hr + HST + Fuel<br>Surcharge<br>+ any additional costs<br>(minimum 1 hr)                                   |
| Water Rescue (outside of Agreements)<br>& Towing fees for non-residents **                 | \$671.88 /hr + HST + Fuel<br>Boat: \$ variable x70 L<br>Truck : \$ variable x100 L<br>(minimum 1 hr)                |
| Fire Watch or Standby *                                                                    | \$354.40/hr + HST<br>(minimum 1 hr)                                                                                 |
| Fire Scene Cause Determination **                                                          | \$400/hr + HST<br>+ Fuel Surcharge<br>(minimum 1 hr)                                                                |
| Vehicle Gasoline Leak Response & Clean-up **                                               | \$354.40/hr + HST<br>+<br>Fuel Surcharge<br>+ any additional costs<br>(minimum 1 hr)                                |
| Natural Gas Leak Response **                                                               | \$708.75/hr + HST<br>+<br>Fuel Surcharge<br>+ any additional costs                                                  |
| Apparatus Fuel Surcharge **                                                                | \$50/hr + HST<br>(Minimum 1hr)                                                                                      |
| Annual Aerial Agreement – Laurentian Valley<br>Agreement Does Not Speak to CPI Adjustments | \$6,644.00 Annual Fee<br><br>Service Rate<br>\$650 for Initial Response<br><br>\$350/hr (applied after first 2 hrs) |

**Pembroke Fire Department Fees**

|                                                                                                                                                                                                                                           |                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Water Rescue – Laurentian Valley *                                                                                                                                                                                                        | (2025 Rates)<br>\$1,263.59<br>with a consumer index of 1.8%<br>added<br><br>\$631.81/hr                                                                  |
| Water Rescue – Whitewater Region *                                                                                                                                                                                                        | (2025 Rates)<br>\$3,054.00<br>(Annual Admin fee)<br><br>Service Rate<br>\$671.88/hr<br><br>Fuel<br>Boat: \$ variable x70 L<br>Truck : \$ variable x100 L |
| Fire Response Fees – Indemnification Technology® **                                                                                                                                                                                       | \$708.75/hr + fuel surcharge + plus<br>any additional costs for each<br>incident.<br>See Notes – 1, 2, 3.                                                |
| Fire Started in Contravention of Recreational Burning Bylaw 2025-78 **                                                                                                                                                                    | \$708.75/hr + Fuel Surcharge +<br>plus any additional costs                                                                                              |
| Cost Recovery as outlined in the Recreational Burning Bylaw 2025-78 **                                                                                                                                                                    | \$708.75/hr + Fuel Surcharge +<br>plus any additional costs                                                                                              |
| Hazardous material responses to incidents such as but not limited to Hazardous Materials, Chemical, Biological, Radiological, Nuclear, or Explosive (CBRNE) incidents. **                                                                 | \$708.75/hr + Fuel Surcharge +<br>plus any additional costs                                                                                              |
| Use of specialized equipment, heavy equipment, or other services for the purpose of extinguishment, fire investigation specialized rescue, CBRNE, HazMat, and specialized response. This will also include private contractor charges. ** | Actual costs                                                                                                                                             |
| Response to any incidents deemed of a criminal nature by the Pembroke Fire Department. **                                                                                                                                                 | \$708.75/hr + Fuel Surcharge +<br>plus any additional costs                                                                                              |
| Costs for decontamination, replacement of contaminated, damaged equipment, or the use of                                                                                                                                                  | Actual Costs                                                                                                                                             |

**Pembroke Fire Department Fees**

|                                                                                               |             |
|-----------------------------------------------------------------------------------------------|-------------|
| specialized materials in the mitigation of incidents of a criminal nature as described above. |             |
| Use of special chemicals or agents                                                            | Actual Cost |

**NOTES**

1. Should the insurer pay the coverage to the property owner, the property owner is liable to remit these funds to the municipality or its representative.
2. These cost recovery fees are HST exempt.
3. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.

\* CPI Adjusted for 2026

\*\* CPI Adjustment to begin in 2027

# AORS ADVANCE

FALL  
2025

THE NEWSLETTER FOR ONTARIO'S PUBLIC WORKS PROFESSIONALS

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Making History  
at the Roadeo!

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Association of Ontario  
Road Supervisors

Promoting knowledge ➔ Pursuing excellence



# AORS MUNICIPAL PUBLIC WORKS TRADESHOW

Proudly Hosted By



OXFORD COUNTY ROAD  
SUPERVISORS ASSOCIATION

## LOOKING BACK ON THE 2025 AORS TRADE SHOW AND WHAT LAYS AHEAD

**SAVE THE DATE**  
**2026 AORS TRADE SHOW**  
Renfrew County Road  
Supervisors Association  
**JUNE 3-4, 2026**

The 2025 AORS Municipal Public Works Trade Show, held June 4-5 at the Woodstock Fairgrounds in partnership with the Oxford County Road Supervisors Association, was the largest in the event's history. With over 300 exhibitors and well over 2,000 attendees from across Ontario and beyond, the show proved once again to be the premier gathering for municipal public works professionals, suppliers, and industry leaders.

Jim Borton, CRS-S, Trade Show Committee President, praised the collaborative effort that made the event such a success, "this year's trade show truly set a new standard. The energy on the show floor was incredible, and it was inspiring to see the exchange of ideas, the innovative products on display, and the connections being made. Thank you to every exhibitor, attendee, volunteer, and partner who helped make this AORS' biggest and best show yet."

The show featured live demonstrations, including the first-ever Battery Demonstration Booth showcasing cutting-edge equipment from STIHL, Greenworks, and Colvoy Equipment. Networking opportunities and product showcases kept the fairgrounds buzzing throughout the two-day event.

"This event is more than just an exhibition—it's where municipalities and suppliers come together to share knowledge, discover new technologies, and build lasting relationships. The

feedback from attendees and exhibitors has been overwhelmingly positive, and we are already looking forward to building on this momentum," says Dennis O'Neil, CRS-S, AORS Member Services Coordinator, who emphasizes the importance of the trade show to Ontario's municipal public works community.

AORS extends heartfelt thanks to everyone who attended, exhibited, and supported the 2025 show. Your participation is what makes this event a cornerstone of our association's calendar and a vital resource for our members.

The excitement is already building for the 2026 AORS Municipal Public Works Trade Show, hosted in partnership with the Renfrew County Road Supervisors

Association, taking place June 3-4, 2026, in Petawawa, Ontario.

Brad Faight, CRS-S, 2026 Trade Show Committee President, encourages everyone to mark their calendars saying "Petawawa is ready to welcome you! The 2026 show promises to be another outstanding event, with new features and the same great networking opportunities our attendees have come to expect. Save the date—June 3-4, 2026—and don't miss it!"

With over 80% of booth space already sold, exhibitors are encouraged to book early to secure their spot. For exhibitor information, contact the AORS office at [admin@aors.on.ca](mailto:admin@aors.on.ca).







# Ross McKenzie Memorial Golf Tournament

This year, the Oxford County Road Supervisors Association hosted the 30<sup>th</sup> Anniversary of the Ross McKenzie Memorial Golf Tournament that is hosted annually with the AORS Municipal Public Works Trade Show at the beautiful Craigowan Golf Club in Woodstock, Ontario.

Ross McKenzie was a Roads Superintendent with the Township of Lobo and the Township of West Nissouri. He was AORS' very first full-time Executive Director, when he suddenly passed away in 1993. Ross, and Shirley Dufton, worked out of the AORS' office, at 160 King Street in Thorndale (Township of West Nissouri). Both split their time working for AORS and the township.

We were pleased to be joined at the event by Ross' family—his wife Gayle, his sons Cam and Brent, and his grandson Charlie. Shirley Dufton also attended the evening. Gayle was kind enough to bring along some memorabilia that we put on display during the reception and supper for guests to enjoy seeing the history of AORS during Ross' tenure and all enjoyed the evening sharing stories and memories of Ross.

Congratulations to the team from Innovative Surface Solutions who won the Golf Tournament!



**AORS**  
PROMOTING KNOWLEDGE. PURSUING EXCELLENCE



OXFORD COUNTY ROAD SUPERVISORS ASSOCIATION

## Thank You To Our Trade Show Sponsors!

Platinum



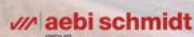
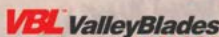
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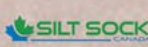
Gold



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Bronze



In-Kind Sponsors



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Trade Show Committee

Ross McKenzie Family

Gerald Simpson and Mike Ward from Viking-Cives

Family and Innovative Solution Winners





# 2025 AORS ANNUAL TRUCK SAFETY RODEO

## Ontario's Top Municipal Equipment Operator Crowned at Provincial Safety Truck Rodeo

### The best of the best competed, and the results are in!

At the AORS Provincial Safety Truck Rodeo held on September 24 in Beckwith Township, Josh Cousins from the City of St. Thomas was crowned "Top Driver of the Year." Taylor Blackburn from Central Frontenac Township earned first runner-up, while Jeff Neilsen from the Municipality of Trent Hills took home second runner-up.

The Rodeo, co-hosted by the Association of Ontario Road Supervisors (AORS) and the Lanark County Road Supervisors Association (LCRSA), brought together elite municipal equipment operators from across Ontario. Competitors had each earned their place at the provincial level by first winning local competitions, proving

their skill and commitment to safety in their communities.

Participants were challenged to complete a series of driving and safety tests designed to mirror real-world scenarios faced on Ontario's roads. Precision maneuvering, obstacle navigation, and vehicle safety checks all tested their abilities under pressure, while showcasing the professionalism and dedication municipal operators bring to their work every day.

"This event celebrates the dedication and expertise of municipal equipment operators," said Karla Musso Garcia, CRS-I, President of AORS. "Congratulations to all competitors—your work keeps Ontario moving."

Local hosts were equally proud to welcome competitors, families, and supporters to Lanark County. "On behalf of the Lanark County Road Supervisors Association, I want to sincerely thank everyone who participated, volunteered, and helped make this year's Rodeo such a success," said Darwin Nolan, CRS-S, AORS Representative for LCRSA. "This event not only highlights the skills of our operators but also builds a sense of pride and camaraderie across municipalities."

The Rodeo is more than a competition—it's a celebration of the men and women who keep Ontario's roads safe, year-round. Congratulations to all participants on a job well done, and especially to this year's champions who have set the bar for excellence in municipal road operations.



Rodeo Champion Josh Cousins, City of St. Thomas







Rodeo Winners: Left to Right, Jeff Neilsen from the Municipality of Trent Hills (Second Runner-Up), Josh Cousins from the City of St. Thomas (Driver of the Year) and Taylor Blackburn from Central Frontenac Township (First Runner-Up)





# MAKING HISTORY AT THE ROADEO!



On August 21, the Transportation Professionals of Waterloo Region (TPOWR) hosted their annual municipal equipment roadeo. Among the many skilled operators who put their abilities to the test, one competitor made history. Darby Lehmann, an equipment operator with the Region of Waterloo, secured second place and earned the honour of representing TPOWR at the 2025 AORS Provincial Roadeo in Beckwith Township this past September.

Darby's achievement is groundbreaking—she is the first female operator to compete at the provincial level in the long history of the AORS Roadeo. Her success not only highlights her own skill and dedication, but also serves as an inspiration to other women considering careers in municipal public works.

We had the opportunity to sit down with Darby to learn more about her career path, what she loves about her work, and what advice she has for others looking to follow in her footsteps.

## **Can you tell us a little about your background and how you first got into municipal public works?**

I'm 26 and have been driving with a DZ commercial license since 2018. I began by delivering HVAC, plumbing and electrical supplies to different job sites, but after a few weeks of learning and driving around with a coworker, the company I worked for said I couldn't continue because I wasn't 25. I was too young to be covered by their insurance. That's when I started looking for a new opportunity that would allow me at 19 to drive a commercial vehicle and get more experience. I first got into municipal work with EMCON working on the highway.

## **What led you to pursue a role as an equipment operator with the Region of Waterloo?**

I always wanted to work at the Region, ever since I was 16. It's an amazing workplace because there

are always new opportunities available, and the Region has provided me the support I need to grow as a person and as a professional.

## **Congratulations on your incredible finish at the TPOWR Roadeo! How did it feel to place second and be able to compete at the Provincials?**

I'm excited to have this opportunity. TPOWR and AORS have done an amazing job organizing the roadeos. It is such a neat way to bring municipal workers together. I first heard about the roadeos from my dad, who competed in one 2 years ago and works for Bruce County. He is their grader operator in the summer and plow/patroller in the winter. To say he's proud of me for having come in second would be an understatement.

## **You're making history as the first female operator to compete at the AORS Provincial Roadeo. What does that mean to you personally, and what do you hope it means for other women in public works?**

I'm excited to represent The Region of Waterloo at provincials alongside Kris, who took the top spot. I'm grateful to be representing not only the Region, but my colleagues, especially the other hard-working women. I'm hoping my accomplishment helps motivate other women in public works to try something new, challenge themselves and show everyone how capable they are.

## **Can you walk us through what it's like to compete in a Roadeo event? What's the most challenging part, and what do you enjoy most?**

For me, the Roadeo is a friendly competition, but most importantly also a way to test myself. Yes, there may be





some bragging rights amongst coworkers. But the best part is the opportunity to meet new people from other yards and laugh and joke around and just have fun. It doesn't matter who you work for at the end of the day, we all do the same jobs and when it comes to plowing snow in the winter there is nothing more important than to know we all care for the public's safety when driving our roads.

#### **What do you love most about your job as an equipment operator?**

Personally, being 5'1 feet tall, it's fun to just drive a big piece of equipment, whether it's the loader or the plows. Instead of playing in a 4-by-4-foot sand box with Tonkas trucks, I actually get to live the real-life version of it.

#### **What are some of the biggest challenges you face in your role, and how do you overcome them?**

My past jobs have helped shape me and helped me adjust to working in this field. In the past, it was very difficult being a young, female driver. I was overlooked and told I can't do something because of my size, or my age, or because I'm a woman. This is changing. Stereotypes are fading, making work easier and more

welcoming, and allowing everyone to stand out and prove themselves. I think my ability to do my job well every day helps overcome these difficulties and I don't face these challenges or obstacles at the Region of Waterloo.

#### **How has your team at the Region of Waterloo supported you in your career journey?**

The Region does a great job of being inclusive and making opportunities available to everyone. Never once have I felt uncomfortable or that my ability was not good enough. I'm currently in the Operation Program at the Region, doing bridge washing in the spring and during the summer we are crack sealing on the roads. The people here who I see more than my actual family, have become a second family to me. To go home stress free and wake up in the mornings not dreading going to work is the best.

#### **Why do you think more women should consider a career in municipal public works?**

If other women are thinking about municipal work they should give it a shot. There are tons of different job options in municipal work. The Region and Cities have different opportunities,

so there are so many options to find your spot and something you enjoy. It's also a job with opportunities to grow, starting off as a worker to someday becoming a lead hand and then supervisor.

#### **What advice would you give to young women or girls who may be considering a future in this field?**

The advice I would give would be the same for anyone who is considering working as an equipment operator. Consider what you want out of a job, and how it can fit with your life. Come in with thick skin and a willingness to learn. Then show people what you can do and that you are good at it.

#### **What does it mean to you to be a role model for other women entering the industry?**

I am honoured to be a role model for women in the industry, but truthfully I wouldn't be here if it wasn't for the amazing women I already work with who have paved the way for me. I look forward to being the first of many to compete at provincials. All I can say is: anything is possible, if you're willing to go through with it. You are your biggest obstacle in life.



# AORS update

## ANNUAL GENERAL MEETING

March 31, 2025

- 1 **Brian Anderson, CRS** received his Long Term Service Award for his dedication to the road sector and the AORS Certification Board.
- 2 **Don Hamly, CRS-S**, received his Long Term Service Award with his retirement notice from the Township of Hamilton as the Foreman of Road Operations.
- 3 **Ron Cooper** retired from the Town of Hanover as the Director of Public Works, and received his Long Term Service Award.
- 4 **Mark Bennett** from the City of London received his PWLDP Certificate of Completion.
- 5 **Sanford Clause, CRS-S** from the Oneida Nation of the Thames received his PWLDP Certificate of Completion.
- 6 **James Lane, CRS-I** from the Town of Caledon received his PWLDP Certificate of Completion.
- 7 **Curtis O'Brien, CRS-I** from the United Counties of Leeds and Grenville received his PWLDP Certificate of Completion.
- 8 **Dax McAllister, CRS-S** from the City of Greater Sudbury received his PWLDP Certificate of Completion.
- 9 **Jamie Simpson, CRS** from the Municipality of Chatham-Kent received his PWLDP Certificate of Completion.
- 10 **Brad Wilson, Assoc R.S.** from the City of Belleville received his PWLDP Certificate of Completion.
- 11 **John Rivers** from Cedar Signs was awarded the Larry Maddeaux Volunteer of the Year Award for his dedication to local associations, including his work putting together trade show brochures like the one from the recent 2025 Oxford County trade show.
- 12 **Dave Lukezich, Assoc R.S.** was awarded the Marvin D. Halladay Education Award for having the highest mark in all eight modules of the Public Works Leadership Development Program (PWLDP).





Thank you to everyone who attended AORS Annual General Meeting in conjunction with the Good Roads Conference on Monday March 31, 2025. For the second year in a row, we had over 200 people in attendance! In addition to normal business, a number of members were recognized including the graduates of the Public Works Leadership Development Program (PWLDP), the winner of the Marvin D. Halladay Memorial Education Award, recipients of the Long Term Service Awards and the winner of the Larry Maddeaux Volunteer of the Year Award.



President Karla Musso-Garcia, CRS-I was joined by her husband, children, brother and parents to cheer for her as she was inducted as President!



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## YOUR AORS 2025 EXECUTIVE

At the AGM in March, your new AORS Executive was announced.

**Your Executive L-R:** Immediate Past President Joe Reid, CRS-S (District 8 Road Supervisors Association), 2<sup>nd</sup> Vice President Jim Borton, CRS-S (Oxford County Road Supervisor Association), President Karla Musso-Garcia, CRS-I (Simcoe County Road Supervisors Association) and 1<sup>st</sup> Vice President Cyrus Rife, CRS-I (Transportation Professionals of Waterloo Region).



At our 2025 Annual General Meeting, we took a meaningful step in ensuring that one such extraordinary volunteer is never forgotten. Moving forward, the AORS Volunteer of the Year Award will be known as the Larry Maddeaux Volunteer of the Year Award.

Larry Maddeaux, CRS-I is more than just a volunteer; he is a mentor, a leader, and a tireless advocate for AORS and the people behind it. His contributions to AORS are immeasurable, from mentoring new members, being the Spotlight Committee Co-Chair, to being the face of AORS at events that strengthened our network across Ontario. He embodies the very spirit of service that this award represents.

By renaming this award in his honor, we ensure that Larry's passion lives on—not just in name, but in the continued spirit of volunteerism he so deeply values. To every volunteer who follows in his footsteps, this award will serve as a reminder of what true dedication looks like.

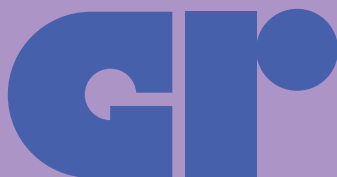
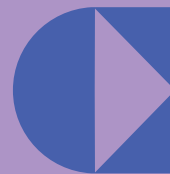
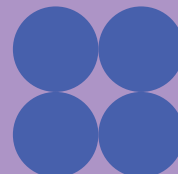
Thank you, Larry, for everything you have done. And thank you to all of our volunteers—past, present, and future—who help make AORS the strong and supportive organization it is today.



Good Roads  
Conference 2026

Ideas. Inspirations.  
Contacts.

March 29—  
April 01, 2026



Good Roads

# SPOTLIGHT

**G**et ready to start raking leaves and putting away all that summer lawn furniture you just pulled out, because fall is just around the corner and the campaign to launch the 40<sup>th</sup> edition of that most useful and trusting Municipal Magazine “Spotlight” has begun.

Yes, if you missed out renewing your ad in time to be entered into the draw that was held on Sept. 11<sup>th</sup>, you will probably be contacted by one of our professional and knowledgeable committee members very soon.

I would like to take a moment and congratulate Cornell Construction Limited, a dedicated Spotlight Supplier member since 1992, for renewing their ad at the 2025 Trade Show before it ended and successfully won the free Trade Show booth in next year's 2026 Show in Petawawa.

Again, this year Derek Scholten of Colvoy Equipment, my co-chair and I would be very disappointed if any of our loyal supplier members missed out on the opportunity to advertise their services and/or products in what I would like to believe is one of the most valuable pieces of equipment

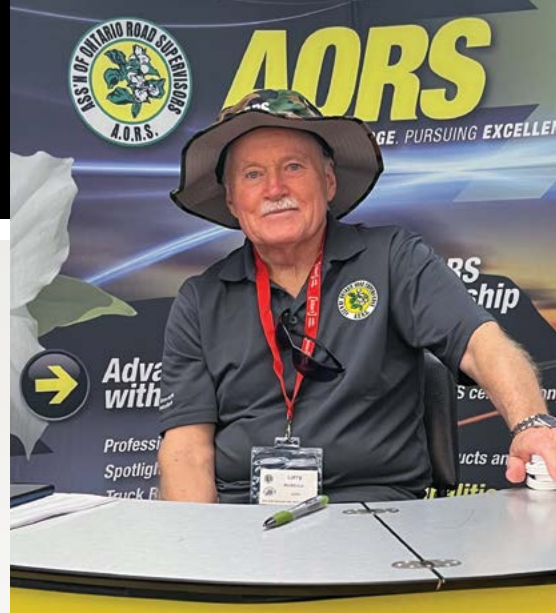
a Municipal employee needs in the office or their vehicle.

It is my sincere hope that this 40<sup>th</sup> edition will break the record for the number of ads, as we have a great team of very dedicated committee members. My call for new members at our last meeting did not fall on deaf ears.

Dan O'Brien from Creighton Rock Drill, Kyle Boulet from Amaco Construction (replacing Larry Andrews), Shawn Blackmore from Charles Jones Industrial, Chris Mantha CRS-S from Petawawa, and Mike Fletcher CRS-I from Niagara Region, all came on board as new committee members with Don Hamly CRS-S and Kyle Lewis stepping down. We thank Larry, Don, and Kyle for their support on the committee. Check out our full list of committee members in the front of the book as well as our special new advertiser's page.

November comes as quickly as summer disappeared, so get online and fill out our easy-to-use Fillable Spotlight Form and miss out on all the annoying emails and phone calls from our numerous committee members.

Remember you not only get your ad placed in a plastic spiral bound, 4000 copy, Canadian Produced and Printed, easily read, high quality, gloss hardcover magazine, at a very



**Larry Maddeaux , CRS-I  
Spotlight Committee Co-chair**

reasonable price, but for no extra cost you get included in the Spotlight Searchable Online Directory and your ad placed in a very impressive online flipbook version on the AORS website. This online flipbook version has the look and feel of the hardcopy but with individual ads hyperlinked from the index pages. It also has a database, searchable by company name, product, or keywords.

In closing I would like to thank all our supplier members especially those that have been with Spotlight since 1987. Champion Equipment, Den-Mar Brines, Spriet Associates, Valley Blades, and Viking-Cives Group.

I only have a limited space so please take a moment and check the entire list of Long Term Advertisers in the front of the book and remember when dealing with any or all of our suppliers let them know- “YOU SAW THEIR AD IN THE NEWEST EDITION OF SPOTLIGHT”



Every September, we draw a prize for a \$1,000 gift card of your choice for any member who brings in a new Spotlight ad. This year, the winner was Larry Maddeaux! Spotlight Co-Chair Derek Scholton from Colvoy Equipment presented Larry with his gift card, so he can get a new BBQ! Remember, you don't need to be a Spotlight Committee member to be added to the draw—just make sure your name is listed as the AORS Representative on their Spotlight application!



## MEET THE NEWEST AORS BOARD MEMBERS

Your AORS Representative brings forward your concerns, questions and ideas to the Board of Directors, so be sure to reach out to them! Welcome to our new Directors.



### **David Moncion,** **CRS-I**

Public Works Supervisor  
for the Township of  
Sables-Spanish Rivers

David started his municipal career in 2007 as an intern Project Coordinator for the Township of Sables-Spanish Rivers and was first introduced to AORS for the first time participating in LA meetings with the Manitoulin & Northshore Road Supervisors Association. In 2007 he attained his OACETT C. Tech designation. From 2013 to 2019 he became Manager of Public Works for the Township of Larder Lake. In 2018 he achieved his CRS-I designation with AORS, and his CMM III with an Infrastructure Specialist enhancement with Ontario Municipal Managers Institute in collaboration with Ontario Good Roads. In 2024 he returned to where his municipal career had started, becoming the Public Works Supervisor for the Township of Sables-Spanish Rivers. In 2025 he was nominated President and AORS Representative for the Manitoulin & Northshore Road Supervisors Association.



### **Kate Walkom**

Supervisor of Traffic  
Safety & Operations for the  
Town of Georgina

I'm the Supervisor of Traffic Safety & Operations for the Town of Georgina where I lead programs that focus on improving road safety, active transportation, and municipal operations. My journey in public works began over a decade ago as a university student working in Operations for the City of Pickering, and I've been passionate about municipal service ever since.

I hold a Masters degree in Bioenvironmental Monitoring & Assessment from Trent University and a Bachelor of Science in Environmental Sciences from the University of Guelph. I look forward to pursuing professional designations like CRS-I that will deepen my understanding of municipal operations and help me continue growing as a leader in traffic safety and public works.

I live in York Region with my husband and our three kids. Being part of the York Region Roads Supervisors Association as both Director and Secretary has been a great experience, and I'm excited to collaborate with Board Members across Ontario and contribute to the AORS team.



### **Ann Carr**

Nipissing Road Association

My grandfather was on council in Monteagle Township, now Hastings Highlands, for 18 years. Although I did not expect to follow in his footsteps, my upbringing provided a deep-rooted sense of community.

I began my municipal career in the Township of Bonfield where I was given opportunity to learn the industry and the importance of working in my community. Eleven years later I am currently the Public Works Superintendent in the Municipality of Calvin. Working in Public Works in small communities such as Bonfield and Calvin, means that roads is not all I am responsible for. The position also entails waste management, parks and recreation, as well as cemeteries. Having the ability to manage diverse responsibilities provides a strong sense of community as well as an opportunity to be committed to public service.

I am proud to represent the Nipissing Road Association on the Board of Directors with AORS where I can contribute to advancing the professional standards and supporting public works professionals across the province of Ontario.



# PRESIDENT'S Message

2025 President Karla Musso-Garcia, CRS-I ➤



**After what felt like a never-ending winter, we shook off the cold, and before we knew it, we were deep in tree and road maintenance projects and are now already preparing for fall and winter again. With so many events along the way, summer seemed to pass in the blink of an eye. As we turn into fall, our members' focus is on ensuring our roads, equipment, and teams are ready for what's ahead.**

Being a public works professional is more than a job, it is an important part of a community and in the current state of the daily news that can feel divisive and uncertain, our profession provides something steady: safety, stability, and connection to the communities we serve. We build, we maintain, we quietly hold communities together, often behind the scenes, out of the spotlight, but always making a real difference. And I know I would hear from Larry Maddeaux, CRS-I if I didn't clarify that you should be in SPOTLIGHT, remember to reach out to Larry for details!

As Past President Joe Reid, CRS-S said, we are "Public Works Superheroes." Not because we occasionally pull off what at times can feel like miracles when we are in the thick of it, but because what we do is essential and we lead our teams to do it with pride.

This year so far has been especially meaningful to me as AORS's first female president. I've had the privilege of seeing the association's strength and opportunities firsthand. Together, we've continued to lay a strong foundation through the development of a new constitution, a new Strategic Plan, Corporate processes reviews, enhanced outreach, and the continued focus on enhancing training programs all designed to support our members and ensure AORS thrives well into the future.

We've also celebrated milestones that reflect the growth in our industry and association. For the first time in our Provincial Rodeo, we had a female competitor, Darby Lehmann representing TPOWR competed at this year's

Provincial Rodeo. Her participation is not just a first, it is an inspiration, showing talent and opportunity within our association. Our board also now has three female directors including Ann Carr from Nipissing Road Association and Kate Walkom from York Region Road Supervisors Association. As well, we are growing and bringing on new local associations.

This year was filled with loss and legacy as we continue to honor those who paved the way. The leadership of past presidents, including the late Paul Dalton, Brian Kral, and Ross MacKenzie continues to be evident as they continue to guide us through our mentorships, collaboration, and strong foundation. Legacy was also felt at this year's AORS Tradeshow and events, held in Oxford County which was bursting with energy and the public works spirit. From being able to honour Ross MacKenzie again with his family present at the golf tournament, to the exchange of knowledge and ideas from vendors and students that will carry us well into the year ahead. Amazing record setting show from Jim Borton, CRS-S and the Oxford County Road Supervisors Association team!

My environmental mindset continues to be a key part of our work and partnerships. From highlighting the great products our vendor members provide, to the practices we use daily, to initiatives training and funding opportunities; we are maintaining sustainable communities with innovative grassroots problem solving our members are known for. And yes, after the ice storm this past spring that left so many communities

damaged, some of us got more "hands-on" environmental exposure than expected.

As a wonderful man once said, "The future is bright for AORS", and with trees constantly being on my mind as of late, I see our work like planting trees for the long term: we are not only planting the seeds, we are growing strong roots now, so that future generations can enjoy the shade, stability, and community we've built together. Programs like the Municipal Public Works Operator Program and the demand for these opportunities is overwhelming, and as our summer students return to school, remember we are already nurturing the next generation of professionals, bringing fresh ideas, energy, and enthusiasm to municipalities across Ontario.

We are entering a chapter full of growth, opportunity, and collaboration, where together as leaders in the industry, we're planting roots that will support our association and the public works community for years to come, roots so strong even the wildest ice storms can't knock them over. I'm proud to be part of this team and grateful for each of the public works professionals, the people who show up, roll up their sleeves, and make the tough jobs look easy. Public works isn't glamorous, but it matters every day to everyone, and I wouldn't want to do it with anyone else. Here's to keeping our roads safe, our teams strong, our trees growing, and our collaboration as neighbours, always along the way, cause we all know it's those small moments that make the biggest difference.

Sincerely,  
**Karla Musso-Garcia, CRS-I**  
President, Association of Ontario  
Road Supervisors (AORS)

# continued **AORS** update

## AORS Board and Suppliers Gather in Waterloo Region for Annual Meeting and Networking

On September 11, the AORS Board of Directors, staff, and supplier members were warmly welcomed to the Transportation Professionals of Waterloo Region (TPOWR) area by 1<sup>st</sup> Vice President Cyrus Rife, CRS-I, for the Annual Supplier-Director Meeting and an afternoon of networking.

The day began with the Annual Past Presidents Advisory Committee Meeting, where AORS Past Presidents came together to reconnect, share their experience, and provide valuable guidance to the current Executive. Their continued engagement helps ensure that AORS remains strong and forward-thinking.

From there, the focus shifted to our valued Supplier members. The open dialogue allowed both AORS leadership and suppliers to explore how we can continue working together to better support our local associations and communities across Ontario.

After a productive morning, it was time to relax and network. Attendees enjoyed their choice of activities: a round of golf at the scenic Grey Silo Golf Club, or a guided bus tour with stops at some of Waterloo Region's highlights, including the St. Jacobs Farmers' Market, Murphy's Law Distillery, and Rural Roots Brewery.

Reflecting on the event, Cyrus Rife shared, "it was an absolute pleasure to host the AORS Board, staff, and suppliers here in the beautiful Waterloo Region. We are proud of everything our community has to offer, and it was wonderful to share that with colleagues while building relationships that strengthen AORS as a whole."

The day was a great reminder of the value of collaboration—bringing together the wisdom of our past leaders, the innovation of our suppliers, and the commitment of our Board and staff to support the future of municipal public works in Ontario.







During the Suppliers-Director meeting, Past-President Joe Reid, CRS-S and 1<sup>st</sup> Vice-President Cyrus Rife, CRS-I completed a 50/50 draw to raise money for The Food Bank of Waterloo Region. \$330 was donated, providing 660 meals to the Waterloo Region!





BY KELLY ELLIOTT,  
MARKETING AND  
COMMUNICATIONS  
SPECIALIST

# BEING AN ELECTED OFFICIAL IS NOT A SHIELD TO PERPETRATE ABUSE

On July 2, 2025, I appeared before the Ontario Standing Committee for Heritage, Infrastructure and Cultural Policy to speak in favour of Bill 9 on behalf of our AORS members. While the need for Bill 9 has become increasingly important, the Bill presented by the Minister of Municipal Affairs and Housing Rob Flack, does not go far enough to protect municipal staff. Below you will find the comments I provided to the Standing Committee with our recommendations.

## Good afternoon Chair and Members of the Committee,

Thank you for the opportunity to speak with you today regarding Bill 9. My name is Kelly Elliott, and I am speaking to you representing the Association of Ontario Road Supervisors. I am here to voice strong support for this Bill on behalf of AORS, and to advocate for the critical improvements still needed to protect municipal staff across Ontario.

I would first like to extend my thanks to the Honourable Minister of Municipal Affairs and Housing for once again bringing forward legislation to strengthen codes of conduct for municipal elected officials. This is not the first time legislation has been introduced, and the persistence to address this longstanding issue is appreciated.

But let me be clear: the municipal employees across Ontario that AORS represents, do not have the same rights to a safe and respectful workplace as any other worker in this province does. They are expected to work under the authority of elected officials—mayors, councillors, reeves—who can commit acts of abuse,

harassment, or discrimination without meaningful consequences.

Unlike in the private sector or broader public service, there is no mechanism for removal of elected officials whose behaviour is egregious or violent. There is no protection from retaliation for those who report misconduct, and there is no safety net for staff trying to do the right thing by speaking up.

Right now, the only consequence for an elected official who retaliates against a staff member for filing a complaint is... another Integrity Commissioner complaint. There are no real safeguards, no whistleblower protection, and no assurance that their jobs, their mental health, or that their safety will be preserved. This is unacceptable.

Bill 9 takes an important step in recognizing that gaps exist. But it must go further, particularly when it comes to enabling the removal of officials found to have committed serious acts of harassment or violence.

Previous versions of this legislation proposed a judicial review process, which added a layer of independence and fairness. That safeguard is missing in Bill 9. Instead, the current version returns the decision to municipal councils—many of which

are rife with political alliances or fear of setting precedent.

If Council is to retain this authority, then at a minimum, the threshold for removal should be changed from unanimous consent to two-thirds support. Otherwise, a single colleague can shield an abuser from consequences.

Beyond that, having the decision for removal to go back to Council is not best practice. We believe the government must establish a provincial Integrity Commissioner Panel—an independent body of qualified professionals who can oversee the most serious cases with transparency and objectivity instead of only the Provincial Integrity Commissioner. This distributes power at this level, helping to support a fair and balanced expert recommendation on any Code violation. Council should be removed completely, as relying on local councils to be the last standing tier for the adjudication the most severe breaches of conduct is neither fair to victims nor effective in delivering accountability.

In addition, we urge the Committee to consider these nine critical recommendations:



1. **Whistleblower protection:** Municipal employees must be able to report misconduct without fear of losing their jobs or being targeted. Protection must be embedded in the legislation.
2. **A duty to report:** Safe workplaces are everyone's responsibility. All municipal officials and staff should be required to report known or suspected abuses.
3. **Include workplace discrimination** as a specific violation in Codes of Conduct. Discrimination—whether based on gender, race, disability, or any other protected ground—is a form of abuse, and must be treated as such.
4. **Prioritize egregious acts** of violence, harassment, and abuse that create a hostile workplace and pose a safety risk to others. These cases must move to the front of the line and be resolved swiftly.
5. **Strengthen penalties:** Any councillor removed for a serious code violation should be ineligible to run again for at least two full terms, and must disclose their prior removal when seeking future office.
6. **Expand penalty options:** If removal isn't actioned, there must be a menu of alternative penalties available—greater than simple reprimands or suspensions of pay. Consequences must be proportionate and enforceable.
7. **Dismissal of frivolous complaints:** Integrity Commissioners must have clear authority with specific provisions to dismiss frivolous or vexatious complaints, so the process remains focused and fair.
8. **Minimum standards for Integrity Commissioners:** All ICs should be required to meet consistent professional qualifications and training to ensure consistent application of the code and public trust.
9. **Automatic leave for criminal charges:** If a councillor is charged with assault, they should be placed on leave—just like we expect for police officers, firefighters, teachers, or any other public servant. If convicted, removal should be automatic. It's a basic standard of integrity for holding public office.

In closing, the role of a councillor is a privilege. It is not a shield for the perpetration of abuse. Municipal employees deserve dignity, safety, and respect—just like every other worker in this province. Let's not allow loopholes, politics, or outdated processes to prevent that any longer.

Thank you for your time.

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# FROM FACTORY FLOOR TO MUNICIPAL FLEET

## Central Elgin Tours Trackless Vehicles Plant

BY **MONIKA PINEDA**,  
COMMUNICATIONS MANAGER,  
MUNICIPALITY OF CENTRAL ELGIN

**T**he Municipality of Central Elgin recently toured the Trackless Vehicles plant in Courtland, Ontario, to see first-hand how the Municipality's recently purchased Trackless MT7 municipal tractor was built.

For Central Elgin, Trackless equipment is more than machinery; it powers the daily services residents rely on. These versatile units are used year-round for winter sidewalk plowing, sweeping, mowing around guardrails, and even managing invasive phragmites. When our 2010 Trackless sidewalk machine, with 2,500 operating hours, began experiencing significant engine issues, it became clear the unit had reached the end of its service life. Since most machines last 10 to 15 years, depending on maintenance and operating conditions, replacing the 2010 unit was timely and necessary.

Purchasing a new municipal tractor is a major investment. During the plant tour, Mayor Andrew Sloan and staff gained valuable insight into how the equipment is built and the rigorous quality standards behind each unit.

### Trackless Vehicles Manufacturing Facility

The Courtland plant spans 110,000 square feet on 28 acres and has been operating since 2002. It features

CNC machines, robotic welding, laser cutting, and an in-house paint line to ensure precision and quality. The assembly line is designed for both safety and productivity, and a 500-horsepower Cummins generator maintains uninterrupted operations during power outages. Trackless Vehicles continues to invest in its infrastructure, including a 10,000-square-foot warehouse expansion in 2017 to support growth and production capacity. Seeing the production process firsthand helps staff make informed decisions about fleet maintenance, replacement cycles, and long-term investments.

### Ensuring Value in Municipal Fleet Investments

This kind of due diligence reflects our broader responsibility as stewards of public funds. Every dollar we invest in fleet replacement must balance fiscal responsibility with service reliability. Residents may only see the final product and the service provided—the plow clearing a sidewalk after a winter storm or the tractor mowing roadside grass—but behind that service is a long chain of decisions, partnerships, and factors that influence cost and availability.

In today's climate, those factors increasingly extend beyond Canadian borders. International trade agreements and tariffs have added new layers of complexity to equipment procurement.

Pictured (Left-Right): Joe Lampert, Sales Representative, Work Equipment Ltd.; Cindy Vermeer, Senior Engineering Technologist, Municipality of Central Elgin; Alex Piggott, Manager of Water, Wastewater and Roads Operations, Municipality of Central Elgin; Andrew Sloan, Mayor of Central Elgin; and Kevin Luckhardt, Sales Representative & Factory Support, Trackless Vehicles.

Even when prioritizing Canadian-made products, specialized machinery often relies on globally sourced components, making it essential for public works professionals to understand how these supply chains function and how they can affect local budgets.

Central Elgin's investment in a new Trackless MT7 not only ensures reliable service delivery but also supports a local Ontario-based manufacturer. It's an example of how municipalities can balance the immediate needs of their community with long-term planning, global awareness, and financial stewardship.

For public works, equipment is about trust. Trust that sidewalks will be safe in winter, roads will be maintained in summer, and tax dollars are spent wisely. By understanding the equipment we purchase and the facilities that produce it, we reinforce that trust, ensure fiscal responsibility, and maintain the dependable public services our communities expect.

# It's Time to Harmonize How We Build Roads in Canada



BY **STEVEN CROMBIE**, SENIOR  
DIRECTOR OF PUBLIC AFFAIRS AT  
THE ONTARIO ROAD BUILDERS'  
ASSOCIATION.

**As we prepare for another winter and another pothole season that will set in, Canadians will once again find themselves questioning the state of our roads. While the freeze-thaw cycle is a natural culprit, the inconsistency in how we design and build roads across our cities is a problem entirely of our own making.**

In Canada, every municipality is responsible for its own road design specifications. This might seem like a technical nuance, but it has real and costly consequences. Contractors bidding on public works projects must constantly adjust to unique local specifications, even when working just a few kilometres apart. What's worse, these micro-differences create barriers to trade and mobility not just between provinces—but within them. In no other sector do we tolerate this level of fragmentation.

Compare that to the United States, where state departments of transportation (DOTs) set standardized design frameworks. Municipalities build within them. This alignment fosters competition, creates efficiencies, and reduces costs—an approach we would do well to emulate.

One of the clearest examples is asphalt design. In Ontario alone, municipalities use varying standards for mix types, materials, and performance expectations. By harmonizing asphalt specifications across

jurisdictions, we can unlock measurable cost savings for cities and better value for taxpayers. Contractors would no longer need to retool operations for every municipal job, saving time and money. Material producers could achieve economies of scale. And most importantly, roads would be built to consistent, high-performance standards that stand up better over time.

There's also a broader economic benefit. In a global environment increasingly shaped by volatility—think supply chain disruptions and tariffs under Trump-era trade policy—Canada must look inward to improve productivity and reduce self-imposed inefficiencies. Harmonizing road design is low-hanging fruit.

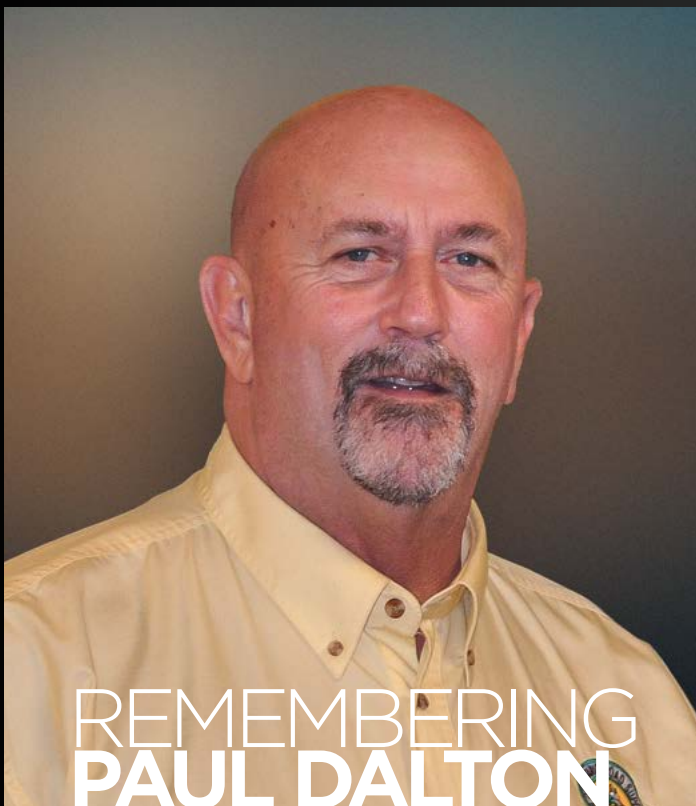
The potential payoff is significant. A standardized approach would support job creation by making it easier for contractors to operate across municipal borders. It would increase project completeness and delivery speed by reducing

confusion and design rework. It would allow municipal staff to focus more on asset management and less on custom engineering. And critically, it would stretch limited infrastructure dollars further at a time when cities across the country are facing mounting fiscal pressures.

We're not talking about handing all authority over to upper levels of government. Municipalities should retain control over priorities and investments. But when it comes to how we design the roads themselves, adopting shared technical standards—just like we do with the national building code—is simply common sense.

Canadians deserve durable roads, efficient use of their tax dollars, and a construction sector that is built to compete. As another winter gives way to the cracks and craters of spring, let's not just patch our roads—let's fix the way we build them in the first place.



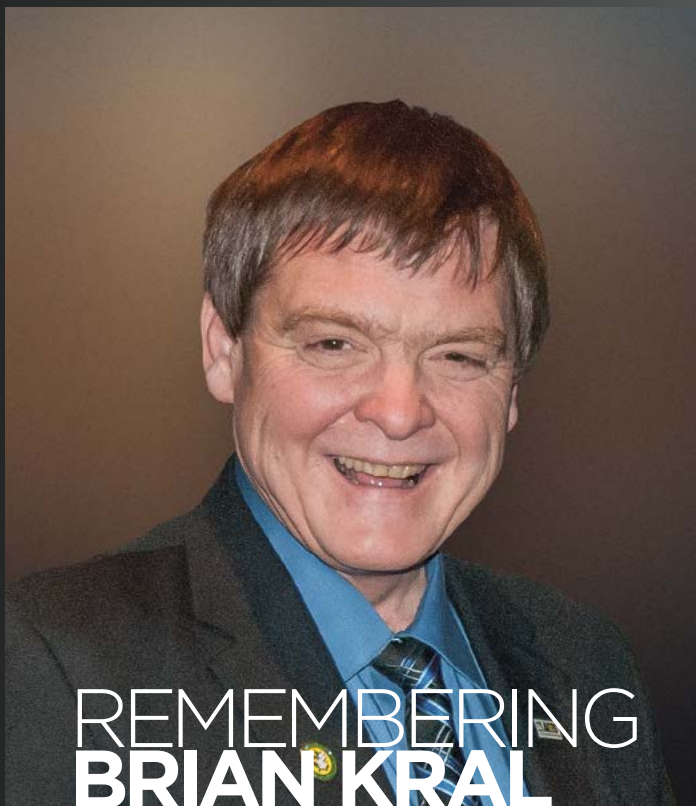


## REMEMBERING PAUL DALTON

Paul joined the AORS Board of Directors representing Lambton County Road Supervisors Association in 2000, and served as their representative until 2023. Paul served as the President for two consecutive years in 2004 and 2005.

Paul worked at the Township of Dawn-Euphemia for over 45 years and dedicated himself to the residents. "He was more than just a colleague to his work family—he was a trusted friend, a local legend, and someone who would drop everything to lend a hand. He was well known for his colorful expressions and sharp sense of humor, always bringing laughter and light to those around him. His absence leaves a void not only in the Township but in the hearts of all who had the honor of knowing him," says Mayor Alan Broad from the Township of Dawn-Euphemia.

Paul passed away suddenly on April 16, 2025.



## REMEMBERING BRIAN KRAL

Brian Kral served as President of the Association of Ontario Road Supervisors in 2013, and was a dedicated Director on the Board.

Brian dedicated his career to public service with the City of Thunder Bay, where he worked in Public Works for over 30 years, ultimately as Supervisor of Maintenance Operations, Roads North before retiring in 2016. He was known for his professionalism, mentorship, and commitment to strengthening Ontario's municipal public works community.

As President of AORS, Brian championed training, collaboration, and the value of the Certified Road Supervisor designation, inspiring others to take pride in their profession.



# EXECUTIVE DIRECTOR'S MESSAGE

## Family and Community

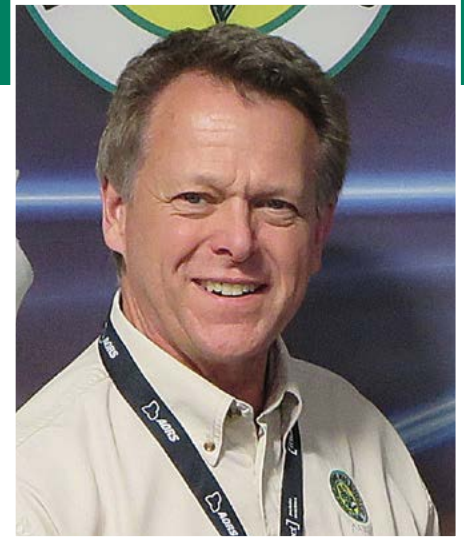
As I previewed the articles for this edition of the newsletter, I noticed a recurring theme: the importance of family and community. In the 13 years that I've been Executive Director of AORS, I've been reminded many times of the importance of community and family. Not just in general terms, but specifically as it applies to our members. The men and women who make it their mission to ensure the roads and other critical infrastructure that their communities depend upon are constructed and maintained to standards that ensure a level of safety and quality of life that so many of us take for granted. As populations age and as they migrate from urban to rural municipalities, expectations change. So do the demands on our members.

They, and their staff, would not be able to deliver these services if it wasn't for the support and sacrifices of their own families. The long hour and the 3 a.m. call-ins. The extreme weather events and the emergency declarations. Not to mention the casual encounters at the grocery store with concerned citizens who expect better service.

This is the third year that AORS has been participating in the Level Up Skilled Trades Career Fairs across Ontario. Not to mention other local

career fairs hosted by municipalities. I've participated in several, and I'm always surprised at how many young people who stop at our booth have no idea what public works is, let alone the critical role it plays in making their communities livable. What can we do to ensure the communities where we work and live understand and appreciate the important roles our members play? And how do we convince families to instill that passion in their children, and encourage them to pursue a career in public works?

While each of us has our immediate family to lean on, we also belong to families in the broader sense, such as the municipality or company that you work for, or the Local Association you belong to. In my case that includes the AORS staff, a small but dedicated team that works diligently to support our members. It also includes the AORS Board of Directors, a devoted group of volunteers who commit their own personal time to represent their Local Association members at the provincial level, and provide leadership and oversight on behalf of their members. And of course, all AORS members are part of a large family that supports one another, whether it means sharing best practices or sharing resources.



As families and communities grow, they become more diverse. AORS is no exception. While most of our members share many common roles and responsibilities, they vary based on several factors, such as large vs small municipalities, rural vs urban, northern vs. southern, and different demographics. How does AORS find the common ground that brings our members together? At their September meeting, the AORS Board of Directors approved a new Strategic Plan for 2026-2030: named *The Future is Bright for AORS*, a phrase frequently used by the late Paul Dalton. The plan was developed by bringing our directors and members from across the province together, to share and prioritize their concerns and challenges, and brainstorm strategies to deal with them.

In closing, family and community are the drivers for so much of what our members do. And I'm honoured to be part of the AORS family.

**John Maheu**  
Executive Director

**“As families and communities grow, they become more diverse. AORS is no exception. While most of our members share many common roles and responsibilities, they vary based on several factors, such as large vs small municipalities, rural vs urban, northern vs. southern, and different demographics.”**



# DESLUDGING IN NORTH MIDDLESEX

**The Municipality of North Middlesex is currently completing the Parkhill Lagoon Desludging Project, an important investment in the community's water and wastewater infrastructure.**

This preventative maintenance project involves removing built-up sludge from the lagoon system to improve efficiency, protect local waterways, add additional housing capacity, and ensure reliable long-term service for residents. By acting now, North Middlesex is taking proactive steps to safeguard the environment and extend the lifespan of critical infrastructure.

"I want to thank the Canada Mortgage and Housing Corporation for their support, as well as our contractor, consultant, and the entire project team for their hard work in making the Parkhill Lagoon Desludging Project a success. By maintaining the lagoon today, we're protecting our local waterways and making sure Parkhill residents can count on reliable service for years to come, while doing our part to support

ongoing housing development." Said Samuel Shannon, Director of Infrastructure and Operations.

"Routine desludging is essential to maintaining the efficiency and longevity of our infrastructure. It not only prevents blockages and environmental hazards but also ensures safe and reliable service for our communities." Said Faishal Diwan, Manager of Infrastructure. Work is nearly completed at the Parkhill Lagoon, with minimal disruption expected for local residents. Regular lagoon maintenance projects such as this one play a key role in ensuring that municipal wastewater systems continue to operate effectively and meet environmental standards.



# Protecting The Environment in Seguin Township

BY **TOM MCLEOD**, DIRECTOR OF PUBLIC WORKS, SEGUIN TOWNSHIP

Seguin Township is a thriving municipality located in the regional district of Parry Sound with a deep commitment to prioritizing the environment. Seguin has a strong working relationship with the UNESCO designated Georgian Bay Mniidoo Gamii Biosphere (GBB) and Generations Effect, the consulting social enterprise of GBB. Generations Effect (GenE) offers services that advance ecosystem health, collaborative partnerships, climate and energy solutions, and contributes to the financial sustainability of GBB as a non-profit registered charity.

One of the most successful collaborations to date was inspired by events related to the pandemic, when grassy areas at Seguin Township transfer stations became overgrown, revealing an abundance of native wildflowers. Ratepayers, known to have a passion for the natural features of Seguin Township, did not complain about the overgrowth. In fact, the Township received compliments from ratepayers and others in response to this 'return to nature.' This happy discovery inspired collaboration on a robust native species planting project!

Seguin Township, like all municipalities, must cut back roadside growth to enhance visibility and safety.

Unfortunately, this work causes significant wildflower loss. Inspired by the wildflower growth at transfer sites, Generations Effect and Seguin Township launched a planting project that for the last two years, has led to native species plantings at several of Seguin's transfer sites, cemeteries and other public spaces in the spirit of keeping strong wildflower stock present. One benefit of these designated areas is the higher quality milkweed for monarch butterflies that can grow in these protected spots. Milkweed on roadsides can often get covered in dust and calcium and draws monarchs closer to threats of collision with cars.

Native plants matter because they occur naturally in a region, having co-adapted to local conditions alongside other native species, such as pollinators, that rely on them. Across Ontario there are thousands of pollinator species that play a vital role in supporting the overall health of ecosystems and other species, as well as producing many different food crops that people depend upon. But pollinator species are in serious decline, in part due to habitat loss. Native plants are the safest bet when it comes to creating habitat for pollinators!

For the Seguin projects, native plants were sourced by GenE from Grow Wild, a native plant nursery in



Ontario (<https://www.nativeplantnursery.ca/>). Species were selected based on hardiness (ensuring minimal water is needed to get established), and a variety of bloom types and timing, serving both aesthetic and pollinator needs.

Hundreds of individual flowers, ferns, and shrubs have been planted, such as: asters, milkweeds, wild columbine, black-eyed Susan, and dogwoods. After planting, the sites are staked and small signs put in place. Already success is visible as mature plants establish and flower each year!

GBB provides a number of free resources to support natural habitat in the Biosphere region, along the eastern shores of Georgian Bay, such as a "Best for the Biosphere" list, and a "Planting for Pollinators" guidebook available online (<https://georgianbaybiosphere.com/conservation-guides/#plants>).

## For more information, visit:

- » [www.seguin.ca](http://www.seguin.ca)
- » [www.georgianbaybiosphere.com](http://www.georgianbaybiosphere.com)
- » [www.generationseffect.com](http://www.generationseffect.com)





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- 100% biodegradable.







# A FAMILY LEGACY IN THE AORS LOCAL ASSOCIATIONS A FATHER AND SON'S JOURNEY THROUGH THE AORS COMMUNITY

BY **MIKE FLETCHER CRS-I**  
NIAGARA ROADS SUPERVISOR  
ASSOCIATION (INCLUDING  
HIS DAD, **JOHN FLETCHER—**  
BRANT COUNTY ROAD  
SUPERVISORS ASSOCIATION)

**I**t's not often you find both a father and son actively involved in different local road associations, but for my Dad and me, it's been a unique and meaningful part of our professional lives. What makes it even more special is the way he's passed the torch, not just in terms of career experience, but in his passion for the connections and camaraderie that come from being involved in organizations like AORS.

Growing up, I watched my Dad build strong relationships through the courses, trade shows, and events held by his local association. He often talked about how valuable those connections were not just for learning and development, but for sharing ideas, solving common challenges, and being part of a community that truly understands the demands of the job.

Now, as he is near retirement, I find myself walking a similar path. Being involved in my own association has given me the chance to experience firsthand the benefits he always spoke about. Whether it's golf tournaments, technical training, or trade shows, these events are more than just dates on a calendar, they're opportunities to grow, collaborate, and carry on a tradition that's served our industry well for generations.

What makes this journey even more meaningful is getting to spend time together on a personal level, doing what we both love on a professional level. Sharing that common passion has brought us even closer, and created memories that go beyond the job itself.

My Dad has always believed in giving back and helping the next group of public works professionals feel welcomed and supported. That's a value I intend to carry forward. It's been a privilege to continue what he started, and I'm proud to be part of a new generation working to build on the foundation he and so many others helped establish.

# LA News

**SUBMIT**  
**YOUR LA NEWS OR**  
**ANNOUNCEMENTS**

to be featured in the  
newsletter and/or on  
AORS social media

CONTACT  
[kellyelliott@aors.on.ca](mailto:kellyelliott@aors.on.ca)



## AORS Winner

Aaron Hatton, CRS was the winner of the YETI cooler at the AORS Hospitality Suite during the Good Roads Conference. Aaron is presented the cooler by 2<sup>nd</sup> Vice-President Jim Borton, CRS-S. A huge thank you to Jeff Convey from Superior Road Products who donated the cooler to giveaway!

## Lambton County Road Supervisors Association

Michael Cumming, CRS receives his Long Term Service Award at the Lambton County Road Supervisors Association meeting in June. Michael retired from the Township of Enniskillen as the Road Superintendent.





**Our 34 Local Associations (LA) are the basic 'close to home' organizational element of AORS.**

**AORS**  **COMMUNITY** 

They offer our members immediate, easy and cost-effective opportunities to:

- » Participate in activities and events
- » Utilize their right to vote and hold office
- » Attend educational programs
- » Network with colleagues and peers in a professional setting
- » Exchange public works technologies/trends with colleagues, and
- » Help support and promote our Association.

**These stories are the best examples of the LA contribution to our Association and to our communities!**

## Niagara Region Road Supervisors Association

Michael Fletcher, CRS-I and Brandon Brisson, CRS-I receive their PWLDP Certificate of Completion from AORS Training and Programming Coordinator Christie Little at a Niagara Region Road Supervisors Association meeting.



## York Region Roads Supervisors Association

Andrew Saltes, Assoc. R.S. from Aurora and Michael Szajner from Vaughan were the top drivers at the York Region Roads Supervisors Association's local roaddeo.

## Essex County Municipal Supervisors Association

Essex County Municipal Supervisors Association had over 30 drivers out to compete and made it through the "100 degree heat"!





## District 8 Retiree Coffee Social

AORS Past President Darrell Townsend, CRS-I was the driving force behind District 8 Road Supervisors Association's first-ever Retiree Coffee Social back in April at the Loyalist Township Works Garage.

The event was a warm and casual gathering, providing a great opportunity for past and present members to reconnect. It was our way of keeping in touch with the retirees who helped shape roads and communities—and to show appreciation for the years of service they dedicated to the profession and re-connect. About 35 were in attendance for the inaugural event!

## 20 Year Award

Larry Maddeaux, CRS-I presented Walker Industries with their 20 Year Award for advertising in Spotlight and thanked them for being a dedicated partner of AORS.



Left to right.... Road Superintendent Scott Edwards, Foreman Charles Saunders, and Casual Equipment Operator Morely Matthews

## Finding Buried Treasure in Magnetawan!

The Municipality of Magnetawan had a Time Capsule buried 25 years ago and had since lost the maps and location, but it was to be opened during the festivities at the 2025 Canada Day Weekend. The task was given to the Roads Department to find and unearth the time capsule. By using old aerial photos, they were able to determine changes in the landscape and soils and chose a location to do the last "kick at the can" dig. As luck would have it, we found it with dedicated staff and team work!



## AORS hosted LA Workshop

AORS hosted a successful LA Workshop in June at Horseshoe Valley Resort where we developed the framework for the 2026-2030 Strategic Plan. Thank you to all of those who attended the workshop!



## Building Relationships

The District 8 Road Supervisors Association gathered at the Mohawk Community Centre on the Tyendinaga Mohawk Territory for a special opportunity to learn more about their neighbours, the Mohawks of the Bay of Quinte. Members were welcomed to hear about the culture, history, and traditions of the community, as well as the many programs and services that support their members. A highlight of the day was the delicious lunch, prepared and served by students from the Ohahase Education Centre, showcasing both talent and hospitality.

**“This was an incredible opportunity to connect and learn,” said Joe Reid, CRS-S, AORS Representative for District 8 and AORS Past President. “It’s so important for our local associations to build and grow relationships with the First Nations communities in our regions. Understanding their perspectives and celebrating their culture strengthens our partnerships and helps us work better together.”**

## UPCOMING EVENTS

**You can find AORS at these upcoming events:**

- » **LEVEL UP CAREER FAIRS**—  
Barrie (Oct 1-Oct 2), Sudbury (Oct 8-9), Timmins (Oct 14-6), Windsor (Oct 29-30), Hamilton (Nov 5-6), London (Nov 11-13), Oshawa (Nov 18-20), Mississauga (Nov 25-28), Kingston (Dec 2-3) and Ottawa (Dec 10-12)
- » **WESTERN ONTARIO WARDENS CAUCUS CONFERENCE**—  
October 17, London, ON
- » **ONTARIO ONE CALL CONFERENCE**—October 22-24, Blue Mountains, ON
- » **LANDSCAPE ONTARIO**—  
January 6-8, International Centre, Mississauga, ON (Use the code ASSO5 when registering to get your complimentary admission!)
- » **DSAO/LICO CONFERENCE**—  
January 20-22, London, ON, Lamplighter Inn
- » **AORS ANNUAL GENERAL MEETING**—March 30, Fairmont Royal York, Toronto, ON
- » **GOOD ROADS CONFERENCE**—  
March 29-April 1, Fairmont Royal York, Toronto, ON
- » **TRUCK WORLD**—April 16-18, International Centre, Mississauga, ON
- » **NATIONAL HEAVY EQUIPMENT SHOW**—Apr 23-24, International Centre, Mississauga, ON





Public Works Academy Training + Professional Certification

## TRAINING UPDATE

### Investing in Training

#### Shaping Winter-Ready and Leadership-Capable Public Works Teams

As 2025 transitions toward winter, this fall is an essential time to highlight how investing in education directly correlates with safer, more effective public works operations—and building a robust leadership pipeline for the future.



#### Winter-Ready and Safety First

Winter presents high stakes for public works crews—from unpredictable weather to intensive equipment use. Our NEW! Winter Maintenance Safety Review offers a practical, engaging approach that blends theory with hands-on application, including a pre-trip inspection of a snowplow. Offered in compact half-day or full-day formats, it ensures staff are both confident and compliant on the road.

This valuable new offering complements AORS's traditional Winter Maintenance School and the full Winter Operations Training Series, designed to build deep competence across supervisors, operators, and patrollers.



BY **CHRISTIE LITTLE**, AORS PROGRAMMING & TRAINING COORDINATOR AND **DENNIS O'NEIL**, AORS MEMBER SERVICES COORDINATOR

### REAL VOICES REAL IMPACT

**“The Almaguin Road Superintendents Association put together the AORS Winter Maintenance Safety Review at the Municipality of Magnetawan Roads Yard and had an excellent turnout. The instructor was both knowledgeable and had real life experiences that made the open discussion engaging and a great interaction.”**

— **SCOTT EDWARDS CRS-S**, PUBLIC WORKS SUPERINTENDENT, MUNICIPALITY OF MAGNETAWAN

## THE AORS VALUE PROPOSITION

To all those invested in public works training and professional development, AORS aims to meet the needs of our members by providing the following:



- » 60+ training courses designed and delivered through a variety of options/formats
- » Cooperative Local Association/LA (i.e. close-to-home) programs to reduce fees for courses, seminars and professional development programs
- » Customized adult 'peer to peer' learning experiences to accommodate specific needs
- » Strategic cooperative agreements with other professional and private sector organizations (e.g. Good Roads, SWANA) to deliver a wide range of cost-effective, high-quality programs
- » Volunteer Education Committee and Certification Board to organize and approve all training and professional development programs
- » Professional training and human resource development staff committed to quality control and on-going improvement
- » Public works career professional development paths with clear guidelines to ensure verification of public works expertise and improved employability

# Cultivating Leadership The PWLDP



Building strong leadership starts now. The Public Works Leadership Development Program (PWLDP) supports current and emerging leaders—managers, supervisors, and even administrative staff—in developing essential skills to guide Ontario’s public works operations into the future.

## Why the PWLDP Stands Out

### » Comprehensive, modular learning:

Eight focused modules (Local Government, Customer Service, Leadership & Supervision, Financial Management, Talent Management, Process Management, Continuous Improvement, Communications), each aligning with levels of the Certified Road Supervisor (Assoc. R.S., CRS, CRS-I, CRS-S) designations.

### » Flexible delivery:

Offered in both in-person and live webinar formats, allowing municipalities to train staff effectively within budget and scheduling constraints.

### » Engaging learning format:

Each module emphasizes experiential, interactive learning—case studies, group discussions, simulations—led by seasoned municipal professionals.

### » Career-building credential:

Completion of all eight modules earns a PWLDP Certificate of Completion, which satisfies the leadership training requirement for all three CRS designations. Modules can also be taken individually to meet specific needs or timelines.

### » Provincially recognized pathway:

The CRS is the only designation for public works supervisors recognized under Ontario legislation (Association of Ontario Road Superintendents Act, 1996). The PWLDP provides a direct, sanctioned route toward achieving this credential.

### » Networking opportunities:

Each session brings together peers from municipalities across Ontario, creating valuable opportunities to share experiences, exchange best practices, and build connections that last long after the course ends.

## REAL VOICES REAL IMPACT

“The Public Works Leadership Development Program is a valuable addition to my skill set... highly transferable... helps us to better serve the public and the team.”

— KIM PAYEUR, ASSOC. R.S.,  
CITY OF BELLEVILLE  
(ADMINISTRATIVE  
PROFESSIONAL)

“Just wanted to thank you for the recent PWLDP courses. I wasn’t sure what to expect but was pleasantly surprised by both the material and the instructors. The Customer Service course was the best I’ve ever taken, and the leadership training provided the foundation I’ve been looking for. I’ve even pulled a few pages from the handouts to review each morning to help calibrate my mindset in how I interact with the public and my coworkers.”

— JEFF WOLFE, TOWN OF ST. MARYS, INFRASTRUCTURE SERVICES MANAGER

# 60<sup>+</sup>

TRAINING  
PROGRAMS



# 1900<sup>+</sup>

MEMBERS IN  
ONTARIO



# SAVE

ON TRAINING  
& EDUCATION



## A Call to Action for Fall Budget Planners

Municipal councils and decision-makers: elevate training from the sidelines to the centerpiece of fall budgeting. Programs like the Winter Maintenance Safety Review and PWLDP are investments in operational excellence, community safety, and long-term resiliency.

**“Investing now—in safety and leadership—means being ready for every road and every season to come.”**

## Ready to Learn More or Book?

Explore upcoming sessions and register through the AORS Education portal:  
<https://aors.on.ca/education>

For tailored training or bookings contact:

**Dennis O’Neil**, Member Services Coordinator,  
[dennisonel@aors.on.ca](mailto:dennisonel@aors.on.ca)

**Christie Little**, Programming & Training Coordinator,  
[christielittle@aors.on.ca](mailto:christielittle@aors.on.ca)

# 1900+

**TOTAL CERTIFIED**  
TO AUGUST 2025 (including Associate Members)

### Certified At Certification Board Meeting February 21, 2025

|                                |                             |             |
|--------------------------------|-----------------------------|-------------|
| <b>Eric Armstrong</b>          | Mun.of Marmora and Lake     | Assoc. R.S. |
| <b>Ryan Baker</b>              | Twp. of Wellesley           | CRS         |
| <b>Giancarlo Barranca</b>      | City of Brampton            | Assoc. R.S. |
| <b>Shawn Bromley</b>           | Mun.of Huron East           | Assoc. R.S. |
| <b>Alexander Kevin Bryson</b>  | Reg. Mun.of Niagara         | Assoc. R.S. |
| <b>Dennis Caddick</b>          | City of Belleville          | Assoc. R.S. |
| <b>Rob Camelon</b>             | Mun.of Dysart et al         | CRS-S       |
| <b>Jeffrey Cawker</b>          | Mun.of Port Hope            | CRS-I       |
| <b>Sanford Clause</b>          | Oneida Nation of the Thames | CRS-S       |
| <b>John Collison</b>           | Twp. of Dawn-Euphemia       | CRS-I       |
| <b>Stephen Cooper</b>          | City of Hamilton            | CRS         |
| <b>Jamie Davis</b>             | County of Oxford            | CRS         |
| <b>Josh Decoste</b>            | Twp. of North Glengarry     | Assoc. R.S. |
| <b>Paul Dobias</b>             | Town of Gravenhurst         | CRS         |
| <b>Travis French</b>           | City of Vaughan             | Assoc. R.S. |
| <b>John Gleeson</b>            | Mun.of Mississippi Mills    | CRS-S       |
| <b>Joseph Gratton</b>          | Loyalist Twp.               | CRS         |
| <b>Philip Heinen</b>           | Town of Grimsby             | Assoc. R.S. |
| <b>Greg Hodgson</b>            | Mun.of Chatham-Kent         | Assoc. R.S. |
| <b>James Levac</b>             | Twp. of South Glengarry     | Assoc. R.S. |
| <b>Tom Lewis</b>               | Town of Ajax                | CRS         |
| <b>Adam Ling</b>               | Town of Halton Hills        | CRS         |
| <b>Matthew MacKay</b>          | City of Mississauga         | CRS         |
| <b>Javier Marcos</b>           | County of Brant             | Assoc. R.S. |
| <b>Greg Maxwell</b>            | Twp. of Limerick            | CRS-I       |
| <b>Dax McAllister</b>          | City of Greater Sudbury     | CRS-S       |
| <b>Shawn McGilchrist</b>       | Reg. Mun.of Peel            | Assoc. R.S. |
| <b>Allan McLeod</b>            | Mun.of York Region          | Assoc. R.S. |
| <b>Ethan Mosley</b>            | Reg. Mun.of Niagara         | Assoc. R.S. |
| <b>Kimberly Payeur</b>         | City of Belleville          | Assoc. R.S. |
| <b>Stephen Preston</b>         | City of Brampton            | CRS         |
| <b>Trevor Prevost</b>          | Mun.of Tweed                | CRS         |
| <b>Ryan Reid</b>               | Mun.of Tweed                | CRS         |
| <b>Gregory R. Robinson</b>     | County of Haliburton        | CRS         |
| <b>Daniel Sepe</b>             | City of Vaughan             | CRS         |
| <b>Paul Spoelstra</b>          | City of Hamilton            | CRS         |
| <b>Shaun Thomson</b>           | Mun.of Bluewater            | CRS-I       |
| <b>Shane Timmermans</b>        | Mun.of South Huron          | CRS-I       |
| <b>Evan Whillans</b>           | City of Brampton            | Assoc. R.S. |
| <b>James William Wilkinson</b> | Town of Smiths Falls        | Assoc. R.S. |

The Provincially recognized designation of Certified Road Supervisor (CRS) is well recognized and respected throughout the public works industry in Ontario. Each quarter the AORS Certification Board considers applications from public works professionals to obtain their CRS designation. The various levels of certification require a specific number of years of roads related supervisory experience as well as designated courses. AORS, in cooperation with Good Roads, have strived to make these courses available through the pandemic, to allow individuals to continue to pursue their CRS certification or to advance to various levels of designation. The following lists represent those individuals who have been granted certification or reclassification over the last year. **Congratulations to all!!**

#### Certified At Certification Board Meeting May 23, 2025

|                                  |                                |             |
|----------------------------------|--------------------------------|-------------|
| <b>Jonathan Angrove</b>          | City of Markham                | CRS         |
| <b>Mike Dakin</b>                | City of Welland                | CRS-I       |
| <b>Ryan Deer</b>                 | Mun. of Kincardine             | CRS         |
| <b>Mike Fletcher</b>             | Reg. Mun. of Niagara           | CRS-I       |
| <b>Scott Hodgson</b>             | City of Kawartha Lakes         | CRS-I       |
| <b>Robert Douglas Hutchinson</b> | County of Simcoe               | CRS-I       |
| <b>Ryan Johnston</b>             | Mun. of Middlesex Centre       | CRS         |
| <b>Kyle Labbett</b>              | Loyalist Twp.                  | CRS-I       |
| <b>Rejean Lacroix</b>            | City of Woodstock              | CRS         |
| <b>Steven Lewis</b>              | City of Kawartha Lakes         | CRS-I       |
| <b>Lance Martens</b>             | Haldimand County               | CRS         |
| <b>Paul Nicol</b>                | Town of New Tecumseth          | CRS         |
| <b>Anthony Vani</b>              | Reg. Mun. of Niagara           | CRS-I       |
| <b>Ken Young</b>                 | County of Grey                 | CRS         |
| <b>Jean-Luc Boucher</b>          | The Nation Municipality        | Assoc. R.S. |
| <b>Adam Dobson Dobson</b>        | Town of New Tecumseth          | Assoc. R.S. |
| <b>Brian Lidster</b>             | Town of New Tecumseth          | Assoc. R.S. |
| <b>Tyler Rumble</b>              | Town of New Tecumseth          | Assoc. R.S. |
| <b>Phil Dominas</b>              | Reg. Mun. of Waterloo          | Assoc. R.S. |
| <b>Robert Fitzsimmons</b>        | The Town of The Blue Mountains | Assoc. R.S. |
| <b>Cody Hannan</b>               | Town of New Market             | CRS         |
| <b>John Kirk</b>                 | Twp. of Oro-Medonte            | CRS         |
| <b>Ryan Love</b>                 | City of Thunder Bay            | CRS         |
| <b>David Alphonse Moncion</b>    | Twp. of Sables-Spanish Rivers  | CRS-I       |
| <b>Curtis Neuman</b>             | Loyalist Twp.                  | CRS         |
| <b>Joshawa Ostertag</b>          | County of Simcoe               | Assoc. R.S. |
| <b>Jason Pavao</b>               | City of Hamilton               | CRS         |
| <b>Deanna Ridgley</b>            | City of Belleville             | Assoc. R.S. |
| <b>Andrew Saltes</b>             | Town of Aurora                 | Assoc. R.S. |
| <b>Blake Sceppacerqua</b>        | Reg. Mun. of Niagara           | CRS         |
| <b>Niall Stocking</b>            | Town of Georgina               | CRS         |
| <b>Daryl Teeter</b>              | Mun. of Grey Highlands         | CRS         |
| <b>Matthew Vriens</b>            | City of St. Thomas             | CRS-S       |
| <b>Scott Wonch</b>               | Twp. of Carling                | Assoc. R.S. |

#### Certified At Certification Board Meeting August 21, 2025

|                      |                         |       |
|----------------------|-------------------------|-------|
| <b>Dave Lukezich</b> |                         | CRS-S |
| <b>Bill Finley</b>   | Mun. of North Grenville | CRS   |
| <b>John Marshall</b> | City of Brockville      | CRS   |

|                                |                                        |             |
|--------------------------------|----------------------------------------|-------------|
| <b>Dan Rose</b>                | Reg. Mun. of Waterloo                  | CRS         |
| <b>Gregory Paul Dalton</b>     | County of Lambton                      | CRS         |
| <b>Timothy Morris</b>          | Twp. of Severn                         | CRS         |
| <b>James Lane</b>              | Town of Caledon                        | CRS-S       |
| <b>Brandon Brisson</b>         | Reg. Mun. of Niagara                   | CRS-S       |
| <b>Warren Waugh</b>            | City of Woodstock                      | CRS-S       |
| <b>Gary Medeiros</b>           | City of Burlington                     | CRS-I       |
| <b>Dwayne Gregson</b>          | Reg. Mun. of Peel                      | CRS-S       |
| <b>Adam Knapp</b>              | Twp. of Horton                         | CRS-S       |
| <b>Ryan Day</b>                | City of Hamilton                       | CRS-S       |
| <b>Martin Clouthier</b>        | Mun. of French River                   | CRS-I       |
| <b>John Costabile</b>          | City of St. Catharines                 | CRS-I       |
| <b>Ryan Newton</b>             | Town of Grimsby                        | CRS-I       |
| <b>Ronald Klingenberg</b>      | Mun. of Central Manitoulin             | CRS-I       |
| <b>Andy Dickie</b>             | Town of Innisfil                       | CRS-I       |
| <b>Evan Bancroft</b>           | Twp. of South Frontenac                | CRS         |
| <b>Alex Brown</b>              | County of Oxford                       | CRS-I       |
| <b>Nigel Bruneau</b>           | Town of Bracebridge                    | Assoc. R.S. |
| <b>Mary Cutting</b>            | Town of New Tecumseth                  | Assoc. R.S. |
| <b>Jason Flemming</b>          | City of Orillia                        | Assoc. R.S. |
| <b>Caroline J. Kirkpatrick</b> | Town of Gravenhurst                    | CRS         |
| <b>James Knight</b>            | Town of Essex                          | Assoc. R.S. |
| <b>Kevin Laube</b>             | Twp. of Adjala-Tosorontio              | Assoc. R.S. |
| <b>Brett Leggett</b>           | Twp. of Wainfleet                      | Assoc. R.S. |
| <b>Paul Leonard</b>            | District Mun. of Muskoka               | Assoc. R.S. |
| <b>Tyler Pearce</b>            | District Mun. of Muskoka               | Assoc. R.S. |
| <b>Mckinley Skrypetz</b>       | District Mun. of Muskoka               | Assoc. R.S. |
| <b>Karen Levesque</b>          | Town of Caledon                        | CRS         |
| <b>Dale Lockridge</b>          | Twp. of Tyendinaga                     | CRS         |
| <b>Ryan Ondusko</b>            | Town of Orangeville                    | CRS         |
| <b>John Piccinin</b>           | City of Thunder Bay                    | CRS         |
| <b>Cory Plumadore</b>          | U.C. of Stormont, Dundas and Glengarry | Assoc. R.S. |
| <b>Alexander Saldana</b>       | Town of Aurora                         | Assoc. R.S. |
| <b>Brian Scott</b>             | U.C. of Leeds and Grenville            | CRS         |
| <b>Johnathan Spidaleri</b>     | County of Essex                        | Assoc. R.S. |
| <b>Greg Turnbull</b>           | Mun. of South Bruce                    | CRS         |
| <b>Evan Zinn</b>               | City of Kitchener                      | Assoc. R.S. |
| <b>Taylor Thomson</b>          | City of Markham                        | CRS         |
| <b>James W. Wilkinson</b>      | Town of Smiths Falls                   | CRS         |



# ALL LANES OPEN TO YOUR PUBLIC WORKS CAREER >

# 5

## BENEFITS OF BEING A REGULATED PROFESSION



- 1 Confirms the importance of the profession
- 2 Increases public trust in the profession
- 3 Increases career opportunities in the marketplace
- 4 More consultation by government on related policy issues
- 5 More credibility as public works experts



## PROFESSIONAL DEVELOPMENT PROGRAM

The Certified Road Supervisor (CRS) is a legislated, widely recognized and highly successful professional public works accreditation. The CRS program is designed to raise professional standards, improve individual performance, and identify professionals who demonstrate the knowledge vital to public works management.

AORS has the exclusive right to use the CRS designation. Our accreditation program is recognized under provincial statute law.



## Who is eligible for the CRS?

If you are an employee within the private/municipal sector hired to supervise construction, rehabilitation or maintenance of core civil public works infrastructure, you are eligible to apply for AORS CRS public works professional development accreditation.

## 5 STEPS TO CERTIFICATION

1. Gain hands-on supervisory experience in the public works industry
2. Expand your experience with training
3. Decide which certification applies to you: complete the application
4. Display your CRS certificate and Code of Ethics
5. Progress to the next level of certification

# SORRY, You Can't Have That Find Another Way!



BY **GREGG FURTNEY**, CRS, CAO OF THE TOWN OF MINTO, **DARREN MACKENZIE**, DIRECTOR OF OPERATIONS FOR THE TOWN OF NIAGARA ON THE LAKE, AND **STEVE GRUBER** AND **SHANE MCCAUSLAND**, COFOUNDERS OF GRUMAC INC.

## Collaborating for Smarter Budgets

### The Municipal Shared Equipment Model

**B**udget season always seems to arrive sooner than expected. For municipalities, it brings not just financial analysis and spreadsheets, but also the shared responsibility of balancing fiscal prudence with the expectations of residents. Every department feels the weight of this task—from Corporate Services/Treasury to Public Works and beyond. Communities expect reliable services and strong infrastructure, but no resident is eager to see their tax bill climb.

#### The Challenge of Capital Costs

For Public Works directors and managers, budgeting can feel like navigating a maze of constraints. Requests for equipment upgrades are often met with a firm, “Sorry, you can’t have that—find another way.” These words, whether from a Treasurer, CAO, or council, reflect a common reality: capital budgets are usually the first to face reductions.

Rising costs only add to the challenge. Inflation, tariffs, and supply chain pressures push prices higher every year. A motor grader now exceeds \$550,000. A tractor starts at \$150,000. Even used equipment, while cheaper, rarely delivers the reliability municipalities need. Yet, who dares propose spending half a million dollars on a machine that may sit idle for months at a time?

Clearly, municipalities need another approach—one that respects taxpayer dollars while still ensuring communities receive high-quality services.

#### A Collaborative Solution

As Plato once noted, “Necessity is the mother of invention.” Innovation often emerges when constraints demand it. In that spirit, municipalities are embracing a new idea: the Municipal Collaborative Equipment Model.

The concept is straightforward. Municipalities, conservation authorities, utilities, and even educational institutions own expensive equipment that often sits unused for long stretches. Why not share these resources? With short-term lease agreements, one organization can generate revenue from underutilized machinery, while another gains access without shouldering the burden of a large capital purchase.

To simplify the process, a dedicated online marketplace—grushare.com, managed by GruMac Inc.—connects organizations looking to lease out equipment with those in need. The Lessor benefits by turning idle assets into revenue streams, often adding to reserves or funding new projects. The Lessee gains the equipment necessary to maintain or enhance service delivery. It’s a win-win solution, strengthening fiscal responsibility while promoting inter-agency collaboration.

#### A Tale of Two Towns

This model is already proving effective. Take the partnership between the Town of Niagara-on-the-Lake (NOTL) and the Town of Minto.

Minto needed a motor grader but couldn’t justify the steep capital cost of buying one. Through the collaborative model, they leased the equipment from NOTL, saving significant taxpayer dollars. Meanwhile, NOTL needed a tractor for seasonal work. Instead of buying one outright, they leased from Minto, generating revenue for Minto while ensuring their tractor avoided long idle periods.

These agreements, vetted by municipal legal teams, showcase fiscal responsibility, creativity, and collaboration. Both towns benefited financially and strengthened their partnership in the process.

#### The Bigger Picture

The Municipal Collaborative Equipment Model won’t solve every budget challenge, but it provides one more tool in the municipal toolkit. By generating revenue, reducing unnecessary capital expenditures, and maximizing the use of existing assets, municipalities can continue serving residents while demonstrating responsible stewardship of public funds.

At its heart, this initiative is about more than money—it is about innovation, collaboration, and leadership. When municipalities work together, they stretch every dollar further, strengthen relationships, and inspire confidence among council members, staff, and residents alike.

That is a story worth celebrating.





Association of  
Ontario Road  
Supervisors

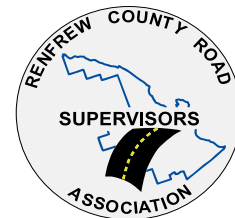
# 2026 AORS MUNICIPAL PUBLIC WORKS TRADESHOW



➤ JUNE 3-4, 2026  
PETAWAWA CIVIC CENTRE



➤ PROUDLY HOSTED BY



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**Association of Ontario  
Road Supervisors**

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

### **By-law Number 2025-91**

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

**Passed and Enacted This 2<sup>nd</sup> Day of December 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk