



Agenda

Planning and Development Committee

Chair: Councillor Jacyno
Tuesday, December 2, 2025
Council Chambers
Following Public 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. **Disclosure of Pecuniary Interest & General Nature Thereof**
3. **Approval/Amendment of Meeting Agenda**
4. **Approval of Minutes**
 - a. Planning and Development Committee – November 4, 2025
5. **Business Arising from Minutes**
6. **Presentation and Delegations**
 - a. Pembroke 50+ Active Living Center Annual Report
 - *Connie Ball, President Pembroke 50+ Plus Living Centre*
 - b. Fire Marque Indemnification Technology Presentation
 - *Chris Carrier, Fire Marque*
7. **New Business**
 - a. Extension of Pound Keeper Agreement with OSPCA – Director Sauriol
 - b. Assumption of Sydenham Street – Director Sauriol
 - c. Renewal of PBIA Financial Agreement with the City of Pembroke – Director Sauriol
 - d. Parking Meter Rate Increase – Ad-Hoc Committee Recommendation – By-law Enforcement Officer Michaela Kuno
8. **Adjournment**

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 200th Anniversary Celebration to allow staff to proceed with initial planning tasks and coordination of the 200th 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

PEMBROKE 50+ SENIOR ACTIVE LIVING CENTRE

EXECUTIVE SUMMARY

Presented to the City of Pembroke

December 2, 2025

The purpose of this report is to provide the Pembroke 50+ Active Living Centre's (Centre) annual reporting on this year's activities, identify opportunities for growth and/or improvement, and recommend strategies to strengthen our strategic partnership with the City of Pembroke. With increasing demand for programs and events, ensuring we provide sustainable programming and volunteer engagement is critical to maintaining the Centre as a vibrant hub for older adults. This report and the Power Point presentation, form the basis of our annual report to Pembroke City Council.

Centre's Activities & Services –

The Centre is a Seniors Active Living Centre (SALC), as described and funded by the Ontario Ministry for Seniors and Accessibility. The ministry supports, develops, and delivers programs and public services to improve the quality of life for older adults/seniors and people with disabilities. The extensive activities and programs offered at the Centre offer social, cultural, learning and recreational programming for older adults that promote health, well-being, and social connections, categorized under the categories of Health and Wellness, Physical Activities and Sports, Arts and Crafts, Cards and Games, Educational Activities, Dining Activities, and Social Activities.

We have not, in the past, provided Transportation Services, however, this year the Centre is proud to support the Ottawa River Transit on-demand transit service. This is essential in supporting our older adult population who may not have the means to join in the activities at the Centre. City staff have been very responsive in providing information. The Centre has purchased approximately 120 rider vouchers and is in the process of establishing a ridership protocol for our members' use. As we continue to pursue financial support primarily through grants, on future requests, transportation costs will remain a crucial component on requests.

In addition to our annual \$25 membership fee, we charge a nominal fee for most of our activities, however, there is a registration fee required for those activities when an instructor must be secured, or specific materials need to be procured.

The Ministry obligates us, annually, to survey our members to gauge their level of satisfaction with the activities that are provided for them. At that time, we also receive suggestions about activities they would like to see added to the roster, or improvements which could be made to activities or the infrastructure. We promote a suggestion box at the Centre and receive ongoing feedback and recommendations. When preparing our annual planning, we take these suggestions into consideration, however, some activities and programs cannot be accommodated primarily due to limited human resources and space/time. Suggestions again this year were quite extensive and varied.

We began a series of Health and Wellness clinics, open to the community at large, with the expectation of providing education on a broad range of health and wellness topics. Some sessions included special health monitoring such as blood pressure checks, but generally the goal was to help people make informed decisions on their health and well-being by providing a broad range of topics. This has been a great success for us, and we expect to continue to offer these sessions for this fiscal year. This program has provided us with opportunities to expand partnerships with current health care providers.

We remained open five days per week during the summer months this year. Typically, the Centre would be closed on Monday's and Friday's as it was felt that attendance would drop substantially during the summer. However, moving activities around to accommodate the two-day closure was becoming a challenge. While attendance was down slightly, it was not enough to merit a return to three days per week.

We continually monitor and assess all the activities provided at the Centre to ensure our scarce resources are used wisely. For the coming year, we will be reviewing each of our current programs to ensure that value is being obtained. We would like to add some new programs; however, our ongoing challenges with limited space, time, and human resources require us to pursue alternate opportunities.

We participate in the Canadian Volunteer Income Tax Program. This federal program is a service that offers free tax preparation for people with a modest income and a simple tax situation. For taxation year 2024, we had approximately fourteen members volunteer with this service, and we processed over 400 returns for the local community. The annual grant has been applied for, approved, and expected in 2026, however, changes to the federal programming model have reduced the amounts previously received.

Links2Wellbeing program is the result of a unique partnership between the Alliance for Healthier Communities and the Older Adult Centres' Association of Ontario, powered by an Anonymous Donor. Eganville's Senior Centre is taking the lead for this program, and we are partnering with them to participate in this program. This program is essentially social prescribing for older adults aiming to transform the way healthcare providers (Doctors, Nurse Practitioners, Other Health Care Providers) link older adults in Ontario to social and recreational opportunities to promote holistic health and well-being.

Community Impact

The City of Pembroke's Parks and Recreation Master Plan confirms that the Centre is a strength to the plan and to the community. There are several areas in the plan where the Centre is currently providing the service such as "prescribing" recreation (HWB3) –Links2Wellbeing program and HWB10 *recognizing the needs of older adults in the community*... We're eager to participate in helping with building strong connections as identified in HWB7-9.

We, as included in our partnership agreement, provide insight, assistance and support regarding Older Adult Programming for the City. Due, in large part to our strong volunteer base, we are currently able to provide a wide variety of programming for an extremely low cost. We have assisted with programming for Pembroke's Winter Carnival. We partnered with Ontario Senior Games to contribute to District 5, Renfrew County's schedule activities. We used to participate in a quarterly meeting with the City's Recreational Director. We hosted a grant writing course open to our members, City employees, and other Pembroke businesses. We are again requesting to be consulted on ideas about the recreational facility project.

Challenges and Solutions:

As with most organizations, we have limited resources, from a financial, human resources, and infrastructure perspective.

To improve our financial situation, we are hoping to boost our membership base through the marketing to working 50+ residents. We have applied for and are currently awaiting a decision from Canada Revenue Agency on whether we will be granted charitable status. We continue to apply for grants. We were able to replace our obsolete photocopier and a few other assets with the use of grant money. Once charitable status is received, we expect to introduce a sponsorship program in the hope of enabling increased offerings to our members.

We are pursuing partnerships/sponsorships to assist us in continuing to offer quality programs and activities. We are grateful for the generosity of our current partners, as without them we would not have the successes we had with our fundraising and giving-back-to-the-Centre activities.

Our long-term, sole employee retired this year after over twenty years of dedicated service to the Centre. Finding a replacement was a priority for us as operating the Centre with volunteers only is not sustainable. Through the wonderful professional assistance from Algonquin College Employment Services, we were able to secure a replacement. As the demand for programs and services increases, the growing need for additional employees is becoming critical. We were able to hire a part-time person for two days per week until the end of the fiscal year to help with the daytime demand. It is unknown, at this time, whether we will be able to extend this employment into the next fiscal year. The shortage of human resources precludes us from effectively administering evening programs which is critical if we want to offer opportunities to the 50+ residents who continue to work during our current hours of operation. Grants for human resources are scarce.

The Centre faces unique challenges related to its location. The surrounding neighbourhood experiences significant social issues, including substance use and mental health concerns, which can create an environment that feels unsafe for some of our members. As a result, many seniors are hesitant to attend programs, particularly during the evening hours. This reality underscores the importance of exploring strategies to enhance accessibility and safety, such as partnerships for alternative spaces, security cameras around the premises, increased alternate daytime programming, or transportation support, to ensure all members feel comfortable participating.

The Centre's constrained physical space places limits on the number and type of events we can host. Despite the building being over 5,400 square feet, approximately 54% is usable programming space and 3% is office space and meeting space. Our current programs occupy the space over more than 90% of our operating hours.

We have found creative ways to use our facility to accommodate our current activities and services. However, our office and meeting/teaching space is not sufficient for our members' needs. During tax season, the only meeting room we have is seconded to the Tax Program as it is the only lockable and private space to discuss matters with the clients. In the building's current configuration, this issue is unsolvable.

We are pleased that one of our members has stepped forward to take on the Centre's marketing and communication role. This dedicated individual will focus on promoting the visibility of the Centre and its programs, helping to strengthen our presence in the community and to ensure that more older adults are aware of the opportunities we offer.

The City's Economic Development Department has been very helpful and responsive to help bolster our presence and relationship with the city. We attended the Business Socials and found many good contacts from around the area. Pembroke Business Improvement Area's Director has been very supportive and is one of our Partners.

We currently rely on our volunteers to assist with office-type work, and they do a great job and relieve a lot of day-to-day issues. We continue to rely on the generosity of our volunteers. We received a grant to create and deliver a formalized training program to/for our volunteers. This program is expected to assist the Centre and provide currently requested skills to our volunteers.

While remaining committed to offering meaningful and engaging activities, we must be cautious when considering changes or additions to our programming. Given our current limitations in both available time and physical space, any new initiative needs to be carefully evaluated to ensure they are sustainable and do not compromise the quality of our existing programs.

We appreciate the support that the City of Pembroke provides to us but we believe that senior services to Pembroke's older adults could be enhanced by establishing regular meetings with the Centre and applicable City employees responsible for programs which affect seniors. Consideration of re-establishing the Senior's Advisory Committee to benefit both the city and the Centre by ensuring our scarce resources are directed towards the correct programs and activities would benefit us mutually.

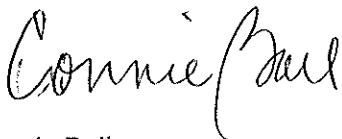
Access to City spaces and equipment would allow us to expand programming and better serve the growing demand. We are requesting the city to consider supporting our members with some offsite programs currently operating at the City's recreational facilities. For example, a discounted rate to someone holding a current membership at Pembroke's 50+ Active Living Centre for skating or horseshoes, or a time slot at the pool for an aquabics class, or use of available equipment. Such support would not only ease the financial burden but also demonstrate the City's commitment to fostering accessible programming for older adults in our community.

Conclusion:

This year, our 50th Anniversary, has been a very busy one. We have accomplished a considerable amount in such a short time. We could not have done it without the support of our volunteers. We have such a diverse group of folk who willingly roll up their sleeves and dig in. I have met so many interesting people during my time at the Centre and have made many new friends along the way. I see how the work we do provides the older adults of Pembroke with opportunities that keep them engaged, healthy, and active. Together, we can make it better.

Thank you for this opportunity to report on our wonderful Centre. Please drop in for a visit or a coffee or come and join in an activity and show your support. See you at the Centre.

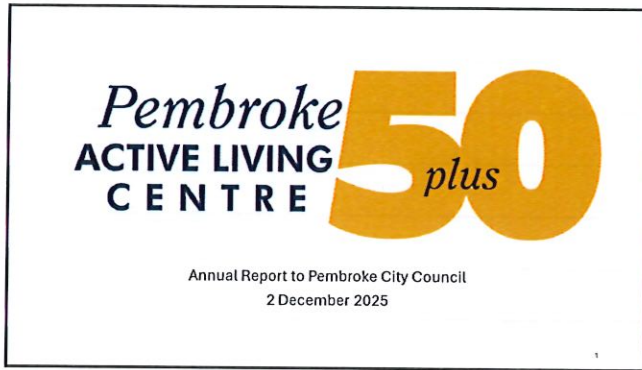
Respectfully,

A handwritten signature in black ink that reads "Connie Ball". The signature is written in a cursive, flowing style.

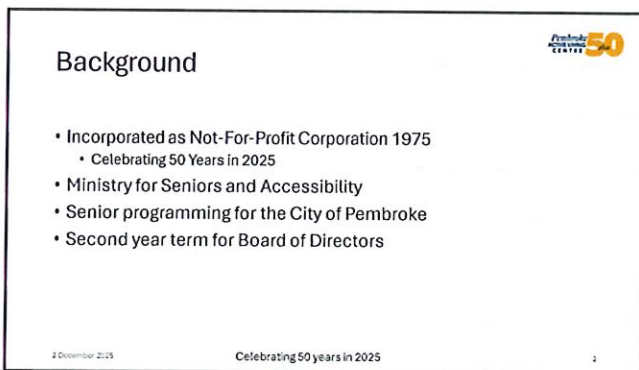
Connie Ball

President

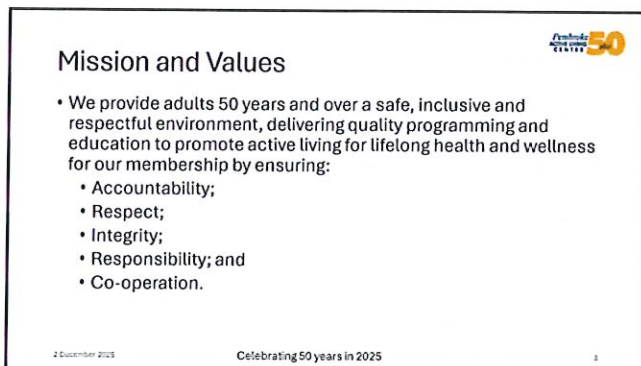
Pembroke 50+ Active Living Centre



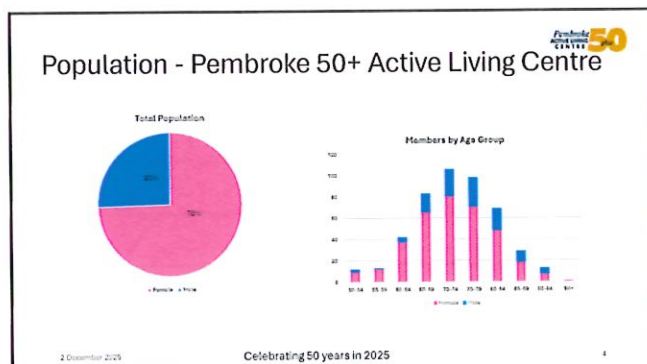
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Program Categories Activities

Ministry of Seniors & Accessibility/City of Pembroke	Pembroke 50+ Active Living Centre Activities
Health and Wellness	Links to Well Being, Wellness Thursdays
Physical Activities and Sports	Knappek Yoga, Chair Yoga, Standing Yoga, Gentle River Yoga, Active RA, Functional Fitness, Beginner Tai Chi, Let's Get Fit-A-Sit, Line Dancing, March 'n' Talk, 100 Swimming, Aerial Swimming, River Waterpolo, River Yoga, River Along Chalkboard, Drawing Crochet, Watercolor
Arts and Crafts	4-Handed Bridge, Bid Euchre, Cribbage, Mahjong, Canasta, Goats, Carpet Bowling, Jigsaw Puzzle Challenge, Chess, Scrabble, Mexican Train Dominoes
Cards and Games	Memory & Memory Challenge, Computer Training, Volunteer Training Programs, Pottery, Jigsaw Puzzles, Canasta, Scrabble, International Cooking
Educational Activities	Onion's Delight, Victoria's Christmas Talk, National Seniors Day, ADM, Ugly Sweater Contest, Summer BBQ
Dining Activities	Christmas Dinner & Dinner, Book Talk
Social Activities	Onion's River Transit tickets
Transportation Services	Book Club, Canadian Volunteer Income Tax Program, Shopping Library, Walk to Your Store, Craft Sale, Senior Active Living Fair, Annual Craft Fair
Other	

2 December 2025 Celebrating 50 years in 2025

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New Community Programming Wellness Thursday – 1000 hrs

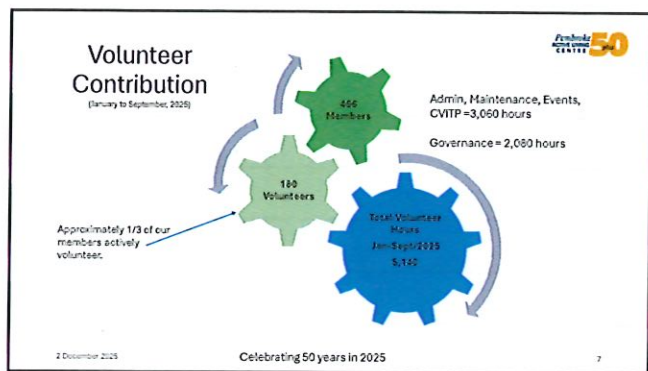
- Integrated Health
- Diabetes & Blood Pressure screening
- Hearing Loss
- Falls Prevention *
- Stroke Prevention*
- Good Living with Arthritis
- Dental Hygiene
- Foot Care
- VTAC
- Vascular Health
- Pharmacy
- Qi Gong
- Mental Health
- End of Life Options
- Adult Vaccinations
- Falls Prevention
- Funeral Planning
- Nutrition & Aging

Averaging 25-30 participants per session

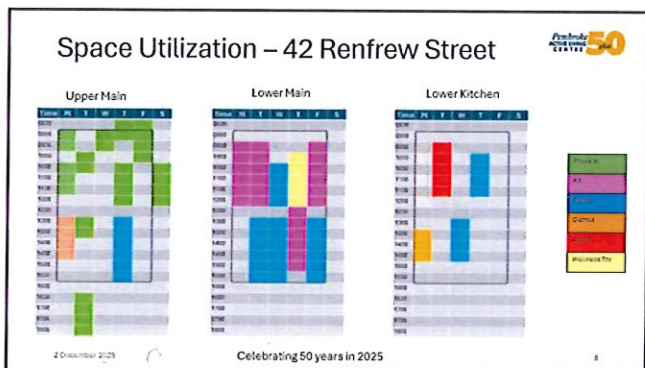
* Request offerings

2 December 2025

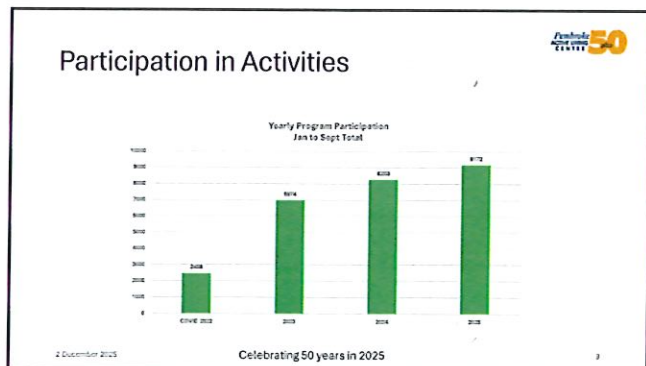
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Our Community Partners

2 December 2025 Celebrating 50 years in 2025 10

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42 Renfrew Street

- Accessibility Committee Visit
 - Awaiting final report
- Building Inspection Visit
 - Immediate repairs
 - Good communication
- Lift Issues
 - Without lift, building is not accessible
 - Limits upper programming/activities

2 December 2025 Celebrating 50 years in 2025 11

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Finances – 2025-26

Revenue	1 Apr – 31 Mar
Grant – Province	\$55,000
Grant – City of Pembroke	12,400
Grant – Other	4,420
Donations	20,000
Membership	13,800
Fundraising & Other	17,200
Total Revenue	\$122,820

Expenses	1 Apr – 31 Mar
Program Costs	\$31,065
Fixed & Other Admin	64,610
Utilities	8,605
Rent – City of Pembroke	14,550
Repairs & Maintenance	4,600
Total Expenses	\$122,820

2 December 2025 Celebrating 50 years in 2025 For the Budgeted Year ended 31 March 2026 12

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Looking Towards the Future

• Considerations

• Shifting demographics

• Current hours of operation

• Space limitations

• Demand for additional programs

• Limited resources

• Solutions

• Strategic Engagement with Parks & Recreation

• Immediate planning

• Future planning

• Support to the Master Plan

• Various options for use of City assets for members

• Expanded programming

• Expanded operational hours

• Review of fee structure (senior's discount)

2 December 2025

Celebrating 50 years in 2025

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Thank You

Questions?

2 December 2025

Celebrating 50 years in 2025

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5

An Overview and Introduction to Fire Marque's Indemnification Technology® Program



Indemnification Technology®



Fire Marque's

Indemnification Technology® Program

provides an opportunity for municipalities to:

✓ Offset operational expenses

AND

✓ Generates a new revenue stream

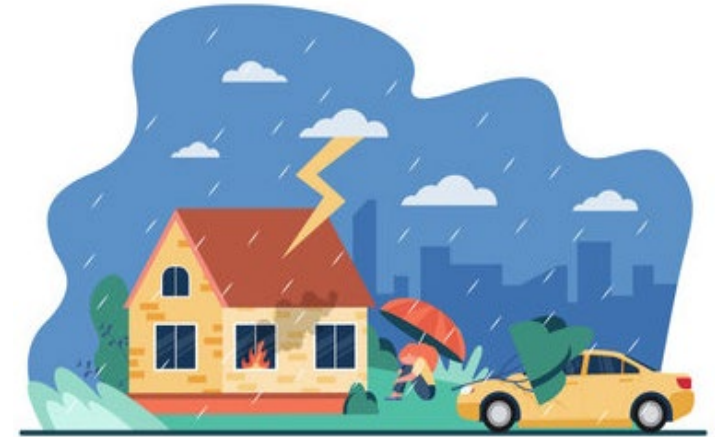
Fire Department Expenses Coverage



- ✓ Coverage for Fire Department Expenses is found in most property policies and is usually included automatically.
- ✓ Some insurance companies increase the amount of this coverage for an additional premium.

Eligible Insured Incidents

- **Fire/Lightning** - including all outbuildings
- **Explosions**
- **Smoke** – heating, cooling systems, small fires
- **Falling Objects** – trees, powerlines, signs etc.
- **Vehicle Impact** -into structures.
- **Weather related** – windstorm, tornado, lightning, flood
- **Electricity** – from the meter to inside the structure (power surge)
- **HAZMAT** - oil tank ruptures, clean up on property after vehicle impact.



More Eligible Insured Incidents

- **Vandalism or Malicious act** – building cannot be under construction
- **Sudden Water Escape** – sprinkler systems, steam pipes, water heaters, frozen pipes
- **Sewer Back up** – properties may have coverage.
- **Marine or aviation**
- **Riot** damages ex. Vancouver Stanley Cup

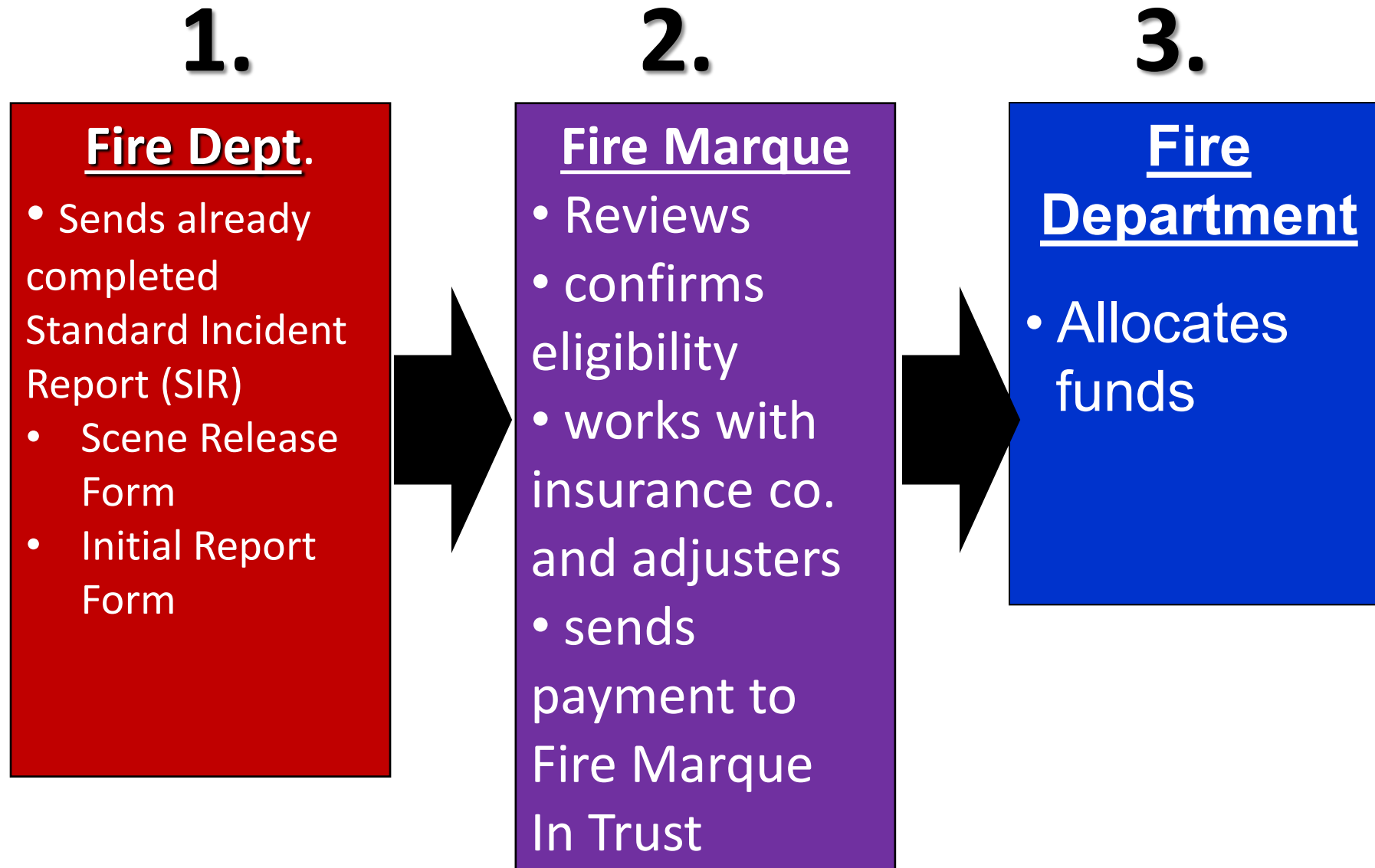


KEY: Is the property owner filing a claim?

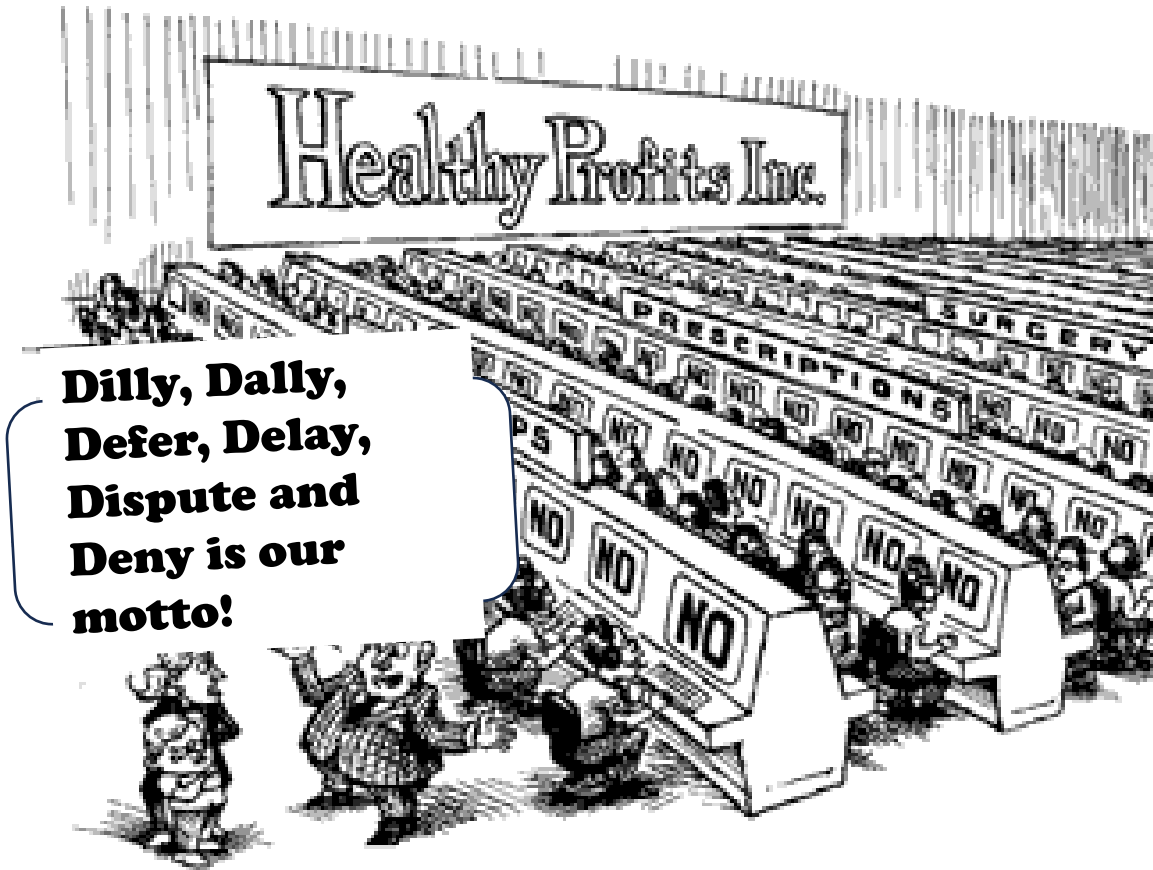
The Program kicks in
only after a Fire
Department callout to
a property incident.



The Standard Process for the Cost Recovery Program



Fire Marque does the work



- ✓ Confirms insurance coverage
- ✓ No insurance = no action
- ✓ No cost or negative impact to property owner
- ✓ Keeps the property owner in the information loop

Insurance Industry Claims Process Designed for
Maximum Return on Equity

"Show Me The Mickey"



Insurance Rates will not go up as a result of the Fire Marque Program

“The price for premiums is based, in part, on an insurer’s best estimate of the amount it will be required to pay out in claims on the policies it wrote in any given year.

Insurers pool the premiums of their many policyholders to cover the losses claimed by the few in that year.

Along with covering claim costs, premiums are calculated to cover taxes, operating expenses and expected profits.”

IBC Insurance Bureau of Canada 2022 Fact Book

recent rapid rise of home values and have more possessions to insure.

- Basements, once used to store old clothes and hockey equipment now finished and filled with expensive electronic equipment.
- Garages used to be for our cars, now hold “stuff”!

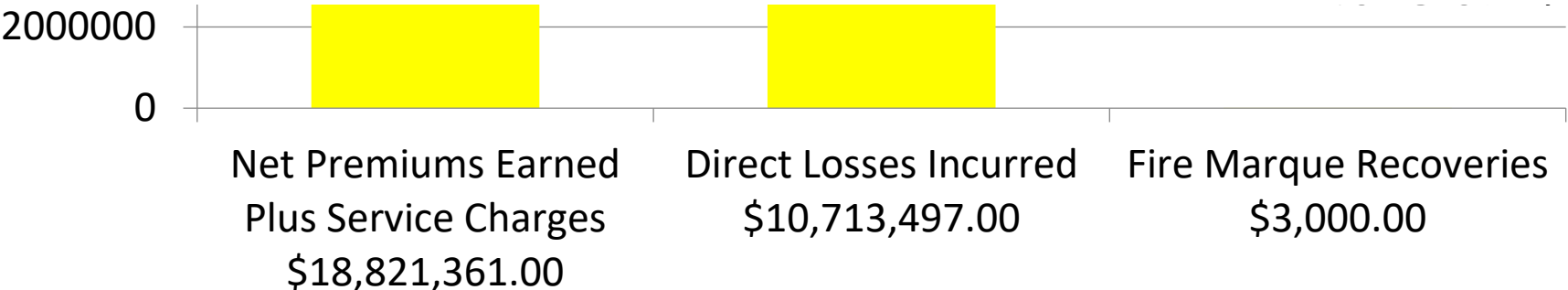


Let's look at this issue of premium cost from a small market share Mutual Insurance Company Statement of Income perspective.



“The price for premiums is based, in part, on an insurer’s best estimate of the amount it will be required to pay out in claims on the policies it wrote in any given year. Insurers pool the premiums of their many policyholders to cover the losses claimed by the few in that year. Along with covering claim costs, premiums are calculated to cover taxes, operating expenses and expected profits.”

IBC Insurance Bureau of Canada 2020 Fact Book



Let's look at from a small market share Mutual Insurance Company Statement of Income



The Annual Report 2017-2018 from the Superintendent of Insurance www.fsco.gov.on.ca/en/about/annual_reports/Documents/pc-2017.html, this insurer had 26,359 Direct Written Premiums.

“Insurers pool the premiums of their many policyholders to cover the losses claimed by the few in that year.” IBC 2020 Fact Book.

The loss incurred within this “insurers pool of premiums” for the Fire Department Expenses paid out by was \$0.11 – there is ZERO risk to a premium increase due to our cost recovery program.

Plus Service Charges	\$10,713,497.00	\$3,000.00
\$18,821,361.00		

Will Property Owners be required to pay a Deductible?

No. Homeowner Property policies state that no deductible is applied to this coverage.



If Property Owners pay taxes, which include Fire Department Services, why should the Fire Department charge fees?

The Indemnification Technology® program is not a typical fee. It is a cost recovery mechanism to comply with insurance policy language.

Just as property owners have paid taxes for fire services, they have also bought and paid for fire service expense coverage in their property insurance policies.

By requesting insurance companies pay those expenses, the insurance companies are being asked to honour the contractual agreement of the policy they issued.



Why do we need Fire Marque to do it--can't we just do it ourselves?

“Fire Marque Incorporated has the **knowledge, staff and infrastructure** to perform cost recovery from insurance companies through an agency agreement. They are former insurance professionals who are experienced in insurance policy wording interpretation, data collection, policy review with respect to insured perils, invoicing and recordkeeping.”

- **Town of Bradford West Gwillimbury Staff Report**

“Council could consider submitting claims and collecting funds using City Staff. This alternative is also **NOT recommended** as **the City does not have the staff resources and expertise necessary for the submission of the claims and the follow-up required with various insurance companies.**”

- **City of North Bay Staff Report**



If Property Owners pay taxes, which include Fire Department Services then Why should your Fire Department recovery some of their costs?

The Indemnification Technology® program is not a typical fee. It is a cost recovery mechanism to comply with insurance policy language.

Just as property owners have paid taxes for fire services, they have also bought and paid for fire service expense coverage in their property insurance policies.

By requesting insurance companies pay those expenses, the insurance companies are being asked to honour the contractual agreement of the policy they issued.



The Details...

Next Steps

1. Enact 2 By-laws
2. A) Cost Recovery Stand-Alone By-law or B) Amend Schedule of Fees within existing consolidated Fees & Charges By-law
3. Approve Agency Agreement by By-law; now Fire Marque works for you!
4. Review Process with Fire Chief and Admin. Staff for submitting the Incident files.

**Questions,
comments,
concerns?**



www.firemarque.com

1-855-424-5991

chris@firemarque.com

1-705-888-7230



Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

Date: 2025-12-02

Subject : **Extension of Pound Keeper Agreement with OSPCA**

Recommendation:

That the Planning and Development Committee endorse and recommend to Council, the entering into a two-year agreement with OSPCA as the City's pound keeper.

A by-law will also be before Council, at its meeting of December 16, 2025, updating the City's agreement with the Ontario Society for the Prevention of Cruelty to Animals.

CAO Review :

The CAO has reviewed and concur with the recommendations.

David Unrau, P.Eng., PMP

Financial Comment:

\$5,000 has been added to the animal control budget in 2026 to ensure the costs of OSPCA and the City's animal control contractor, Pro-tec 5, can be accommodated. In 2025, \$60,000 was budgeted for these two services and in 2026, \$65,000 is being budgeted.

The City paid the following amounts to the OSPCA with a yearly average of an intake of 141 animals:

- In 2021, the City paid \$70,863 to OSPCA for their services;
- In 2022, the City paid \$48,539 to the OSPCA for their services;
- In 2023, the City paid \$50,656 to the OSPCA for their services;
- In 2024, the City paid \$39,679 to the OSPCA for their services; and
- In 2025, the City paid \$26,276 as of July 2025 to the OSPCA for their services.



The City has paid the following amounts to its animal control contractor, Pro-Tec 5:

- In 2021, the City paid \$11,052 to Pro-Tec 5 for their services;
- In 2022, the City paid \$15,619 to Pro-Tec 5 for their services;
- In 2023, the City paid \$13,118 to Pro-Tec 5 for their services;
- In 2024, the City paid \$13,267 to Pro-Tec 5 for their services; and
- In 2025, the City paid \$6,169 as of August 2025 to Pro-Tec 5 for their services.

Therefore, \$65,000 is an adequate amount to cover the costs of the pound keeper and the animal control contractor.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

The City of Pembroke's Animal Control By-law (By-law 2021-75) was enacted in 2021 to regulate the keeping, control and welfare of animals within the municipality. A recent review of the by-law identified sections that require amendment to reflect current community needs, align with provincial legislation and improve enforceability. Following a recent review by staff, it was determined that certain provisions of the by-law require updating. The review was informed by:

- Comparisons with Animal Control By-law from other municipalities;
- Input from the City's Animal Control contractor;
- Review of provincial legislation, including the Dog Owners' Liability Act; and
- Ontario Society for the Prevention of Cruelty to Animals (OSPCA) concerns raised through recent discussions about the City's by-law.

Further to my report of October 7, 2025 outlining proposed changes to the Animal Control By-law, the changes have been made and a by-law will be before Council at its meeting of December 2, 2025.

The OSPCA Pound Keeper agreement with the City is set to expire on December 31, 2025. According to the Request for Proposal (RFP) issued in 2021 for animal pound keeping services, the RFP permits a two-year extension to the agreement. The OSPCA has indicated they are in support of the two-year extension but requested changes to the Animal Control By-law regarding items including protective care procedures for animals. This proposed section would indicate that the Animal Control Officer has the authorization to seize and impound an animal in contravention to the by-law. This would include the seizure of animals found pursuant to an animal owner's eviction, incarceration or as a result of fire or medical emergency. The issues brought up by the OSPCA regarding the City's Animal Control By-law are now dealt with in the new by-law.

**Discussion:**

With the proposed changes in place, the OSPCA is willing to enter into a 2-year pound keeping agreement with the City of Pembroke. As part of the new pound keeping agreement, the OSPCA would like the following added to the new agreement:

- The OSPCA would now like to charge an annual rate for its services instead of an individual cost per animal. They are changing all of their municipal agreements to now include an annual rate which is based on the average number of intake animals. Based on a 5-year average of 141 animal intakes annually, the OSPCA would charge an annual rate of \$50,000 up to 150 animals. If the number of intake animals exceed 150, then a rate of \$475 per animal would apply. The existing agreement remuneration for its services as Pound Keeper is \$375 for each cat or dog.

Alternatives Considered:

Options considered were as follows:

- 1) Approve the two-year agreement extension with the OSPCA or
- 2) Issue a new RFP to gauge whether there is interest from other groups that could offer this service.

Strategic Plan Impact:

Maintain excellent partnerships with other municipalities and organizations. It enhances community safety and ensures the by-law is enforceable and consistent with legislation.

Attachments:

By-law 2022-49

Respectfully submitted,

Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

The Corporation of the City of Pembroke

By-law Number 2022-49

A By-law to authorize the Corporation of the City of Pembroke to enter into an agreement with the Ontario Society for the Prevention of Cruelty to Animals to provide pound keeping services to the -Municipality.

Whereas pursuant to Section 11(3)9 of the Municipal Act, as amended Council is empowered to pass by-laws respecting animals; and

Whereas a Municipality is empowered to impound animals deems to be running at large; and

Whereas the Council of the Corporation of the City of Pembroke deems it expedient to enter into an agreement with the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society) a Society incorporated under the Ontario S.P.C.A. Act for pound keeper services,

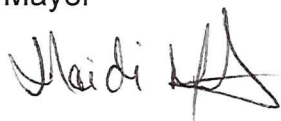
Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Ontario Society for the Prevention of Cruelty to Animals be appointed the Municipal Pound Services Keeper for the Corporation.
2. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute an Agreement between the Ontario Society for the Prevention of Cruelty to Animals and the City of Pembroke for animal pound keeping services; a copy of which is attached and marked as Schedule "A" to this by-law, and to affix thereto the Corporate Seal.
3. This by-law shall come into full force and effect on the date of final passage hereof.

Passed and enacted this 21st Day of June 2022



Michael LeMay
Mayor



Heidi Martin
Clerk

THIS AGREEMENT made in duplicate this day of June, 2022.

B E T W E E N:

THE CORPORATION OF CITY OF PEMBROKE

Hereinafter called the “City” of the FIRST PART

- and –

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

(Ontario Humane Society) a Society incorporated under
The Ontario S.P.C.A. Act

Hereinafter called the “Society” of the SECOND PART

WHEREAS the Society has the facilities and is prepared to act as Pound keeper for the City;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The City agrees:

- 1.1 To appoint and it does hereby appoint the Society as Poundkeeper for the City with the duties of such Poundkeeper to be exercised by the Society to impound canines (dog or cats) and felines (cats) in accordance with the provisions of the City By-laws;
- 1.2 To pay to the Society as remuneration for its services as such Poundkeeper effective the 15th day of June 2022, the fee of \$375 for each cat* or dog or cat impounded under the terms of this agreement. This fee shall increase annually on the anniversary date of the contract by an amount equal to the Consumer Price Index for the preceding 12 month period as per the StatsCan website for the term of the contract; *The fee associated with cat impound will be reduced to \$195 until August 31, 2023 under the provisions in Section 1.3;
- 1.3 To establish a dedicated fund to support a spay/neuter strategy to address cat overpopulation in which the City will contribute \$180 (plus a matching amount of \$180) for each cat impounded between June 15, 2022 and August 31, 2023
- 1.4 If this Agreement continues after December 31, 2025, payments shall be on the foregoing basis of the 2025 term plus the annual CPI increase, unless otherwise agreed to in writing by the parties;

- 1.5 To grant to the Society and the City does hereby grant to the Society, the right to dispose of all dog or cats and cats impounded which become the property of the City after the 72 hour hold period;
- 1.6 To grant to the Society and the City does hereby grant to the Society, the right to dispose of the carcasses of all dog or cats and cats lawfully impounded and lawfully destroyed;
- 1.7 To grant to the Society and the City does hereby grant to the Society, the right to collect all daily pound fees and impound charges from time to time and the Society will keep all daily pound fees collected and remit or credit the City for all impound charges collected;
- 1.8 To grant to the Society and the City does hereby grant to the Society permission to sell dog or cat licenses, to owners reclaiming their stray animal or to new adopters, in accordance with fees established by the City from time to time and the City does hereby agree to permit the Society to retain 50% of all licensing revenue. The Society will not advertise as a location for tag purchases to the general public;
- 1.9 To reimburse the Society the cost of any medical care given to a dog or cat within the hold period to ease the dog or cat's pain and suffering when the owner is not known. The Society will invoice the City after all means of identifying the owner have been exhausted;
- 1.10 To promptly transport injured dog or cats to a veterinarian, if the owner of the animal is unknown or cannot be located in a timely fashion. The City will be responsible for the payment of all veterinary fees. Once the animal has been treated and released from the veterinary clinic, the animal control officer may transport the dog or cat or cat to the Society;
- 1.11 The contract does not cover feral cats, wildlife, exotics, livestock, roadkill/deadstock or deceased dog or cats;
- 1.12 To reimburse the Society the cost of any rabies or other vaccinations mandated by Public Health Ontario under the Health Protection and Promotion Act of Ontario and Regulation 567;
- 1.13 In the event an animal is impounded in coordination and upon agreement with the Animal Control Officer or designate outside of this agreement, the City shall be responsible for all fees associated with these animals as outlined below:
 - \$375 Intake fee, plus
 - \$50/day boarding for each day held (no maximum)*
 - All Veterinarian expenses

*Note: if animals are part of a police investigation they could be required to be held for a period in excess of one year.

2 The Society agrees:

- 2.1 To provide an animal shelter capable of providing adequate accommodation for all dog or cats impounded in the City and designed to meet the standards of this type of building as set by the Society and the Animals for Research Act as it relates to Pounds.
- 2.2 To receive, impound and hold for claiming by the owners, any dog or cat delivered to the Society's animal shelter by animal control officers, resident or other duly authorized persons, not covered under section 2.3 or 2.4, and to dispose of unclaimed animals by sale or destruction;
- 2.3 To receive, impound and hold for quarantine any dog or cat delivered to the Society's animal shelter by animal control officers, resident or other duly authorized persons for bite quarantine under the authority of the Health Protection and Promotion Act, Reg 557 that do not have a known owner and shall attract additional fees above the set annual contract amount at a rate of \$100/day plus any necessary veterinarian expenses incurred by the Society;
- 2.4 If an owner has been identified or, on their own brings in a dangerous dog or cat after a bite, requiring quarantine for Public Health reasons, the branch will not provide that service as part of the standard contract and would address the situation and any additional fees on a case by case basis. It is the responsibility of the current owner to provide housing under the local direction of Public Health Department;
- 2.5 To accept roadkill delivered by the animal control officer or designate for disposal;
- 2.6 To charge and collect such pound, impound and other fees as may be approved from time to time by the City;
- 2.7 The contract only covers animals impounded under the authority of the bylaw and does not include or permit animals to be impounded that are part of a Police investigation or removed under the authority of any other legislation;
- 2.8 To keep the shelter open and in operation on such days and at such hours as shall from time to time be agreed upon between the parties to ensure that the owners of impounded dog or cats have a reasonable opportunity to reclaim such animals, and to advise the City of any change of hours of operation;
to advise the City of any change of hours of operation;

- 2.9 To deliver to the City on an annual basis, a written statement of the operations of the shelter showing the number of impounded dogs or cats received at the shelter and the disposal of the animals;
- 2.10 To indemnify and save harmless the City in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;
- 2.12 To keep the Society and the City properly insured in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any animal in the following amounts:
- | | |
|------------------|----------------|
| Public Liability | \$2,000,000.00 |
| Property Damage | \$ 25,000.00 |

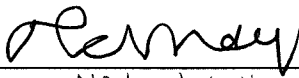
3. Both parties agree:

- 3.1 This Agreement shall commence on the 21st day of June, 2022 and shall continue in full force and effect until the 31st day of December 2025. However, it is further agreed that this Agreement may be terminated by either party upon 60 (sixty) days written notice.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF PEMBROKE



Mayor Michael LeMay



Terry Lapierre, CAO.

THE ONTARIO SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS (Ontario Humane Society)
A Society incorporated under the
Ontario S.P.C.A. Act

Chief Financial Officer



Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

Date: 2025-12-02

Subject : **Assumption of Sydenham Street**

Recommendation:

That the Planning and Development Committee of Council endorse and recommend to Council the assumption of Sydenham Street.

CAO Review :

The CAO has reviewed and concur with the recommendations.

David Unrau, P.Eng., PMP

Financial Comment:

There are no financial implications for the City as all work was done at the developer's expense.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

Pembroke City Council passed By-law 2019-22 (attached) which is a development agreement with 577785 Ontario Limited to create two large lots on Sydenham Street and two large lots on Melton Street for single detached dwellings. The agreement dealt with issues such as developing and transferring the permanent cul-de-sac, looping the water main from Sydenham Street to Melton Street and granting the City an easement of this water main, transferring ownership of the Sydenham Street road allowance to 577785 Ontario Limited and transfer land to the City for the purposes of keeping City infrastructure on City land.



As part of this agreement, the City stopped up and closed the unopened Sydenham Street road allowance that runs from the end of the cul-de-sac through to Melton Street. This was done by By-law 2019-50 (attached).

IN 2018, the Planning and Advisory Committee approved the severance applications to create four large lots (2 lots on Melton Street and 2 lots on Sydenham Street).

Discussion:

The conditions of the development agreement (By-law 2021-22) have now been fulfilled. The conditions were as follows:

- That the City transfer Parts 30-39 on Reference Plan 49R-19421 to 577785 Ontario Limited for the purposes of creating four large lots;
- That 577785 Ontario Limited transfer to the City Parts 1 to 4 on Reference Plan 49R-16264 for the purposes of creating a cul-de-sac and develop the cul-de-sac to City standards;
- That 577785 Ontario Limited loop the water main on Sydenham Street to Pembroke Street and grant to the City a 6 metre easement for the watermain;
- That 577785 Ontario Limited provide an easement to the City land adjacent to Melton Street (Part 39, 49R-19421) for the purposes of keeping City infrastructure (sanitary service and manhole, fire hydrant, storm catch basin/manhole and catch basin, new water service with curb stop shut off) on a City easement;
- That 577785 Ontario Limited erect a street light on the cul-de-sac; and
- That all costs were to be borne by 577785 Ontario Inc.

Several inspections have taken place by the Operations Department since the inception of the agreement. A recent inspection on October 21, 2025 with the Supervisor of Roads and Fleet confirmed that all conditions have been fulfilled to the City's satisfaction and the road can now be assumed.

Alternatives Considered:

None considered

Strategic Plan Impact:

N/A

Attachments:

By-law 2019-22 – Development Agreement with 577785 Ontario Limited

By-law 2019-50 – Stopping up and Closing an unopened portion of Sydenham Street

Respectfully submitted,



Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

The Corporation of the City of Pembroke

By-law Number 2019-22

A by-law of the Corporation of the City of Pembroke to authorize the Mayor and Chief Administrative Officer to execute a Development Agreement on behalf of the Corporation with 577785 Ontario Limited

Whereas Section 53(12) of the Planning Act, R.S.O. 1990, Chapter P.13, provides that council, in determining whether a provisional consent is to be given, shall have regard to the matters under subsection 51(24) and has the same powers as the approval authority has under subsection 51(25) with respect to the approval of a plan of subdivision and subsections 51(26) and (27) and section 51.1 apply with necessary modifications to the granting of a provisional consent.

And Whereas Section 51(25) of the Planning Act, R.S.O., 1990, Chapter P.13, states that an approval authority may impose such conditions to the approval of a plan of subdivision as in the option of the approval authority are reasonable, having regard to the nature of the development proposed;

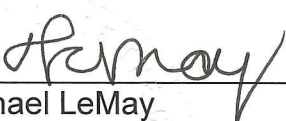
And Whereas Section 51(26) of the Planning Act, R.S.O. 1990, Chapter P.13, provides that a municipality may enter into agreements imposed as a condition to the approval of a Plan of Subdivision and the Agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land;

And Whereas it is deemed expedient to enter into a Development Agreement with 577785 Ontario Limited;

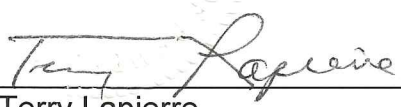
Now therefore, the Municipal Council of the Corporation of the City of Pembroke hereby enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Development Agreement attached hereto as Appendix "A" between the Corporation of the City of Pembroke and 577785 Ontario Limited and to affix thereto the Corporate Seal
2. Council Code of Conduct is hereby adopted as set out in Schedule "A" attached hereto and forming part of this By-law.
3. That this By-law shall come into force and take effect on the day of the final passing thereof.

Passed and Enacted
This 2nd day of April 2019



Michael LeMay
Mayor



Terry Lapierre
Chief Administrative Officer/Clerk

THIS AGREEMENT made this 2nd day of April, 2019.

BETWEEN: 577785 ONTARIO LIMITED

(hereinafter called the "Owner")

OF THE FIRST PART,

AND: CORPORATION OF THE CITY OF PEMBROKE

(hereinafter called the "City")

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of the lands described in Schedule "A", Part I attached hereto (hereinafter referred to as the "Subject Property");

AND WHEREAS Section 53(12) of the Planning Act, R.S.O. 1990, Chapter P.13, provides that council, in determining whether a provisional consent is to be given, shall have regard to the matters under subsection 51(24) and has the same powers as the approval authority has under subsection 51(25) with respect to the approval of a plan of subdivision and subsections 51(26) and (27) and section 51.1 apply with necessary modifications to the granting of a provisional consent.

AND WHEREAS Section 51(25) of the Planning Act, R.S.O., 1990, Chapter P.13, states that an approval authority may impose such conditions to the approval of a plan of subdivision as in the option of the approval authority are reasonable, having regard to the nature of the development proposed;

AND WHEREAS Section 51(26) of the Planning Act, R.S.O. 1990, Chapter P.13, provides that a municipality may enter into agreements imposed as a condition to the approval of a Plan of Subdivision and the Agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land;

AND WHEREAS the Planning Advisory and Adjustment Committee, as appointed by Pembroke City Council, approved the consents (File B-10/2018, File B-11/2018 and File B-12/2018) on November 28, 2018, subject to the following conditions:

- 1) That the severance be conditions on the entering of a development agreement with 577785 Ontario Limited or subsequent owner to deal with issues such as developing and transferring the permanent cul-de-sac, looping the water main from Sydenham Street to Melton Street and granting the City an easement of this water main, transferring ownership of the Sydenham Street road allowance to 577785 Ontario Limited and transfer land to the City for the purposes of keeping City infrastructure on City land.
- 2) 512 Sydenham Street (Lot 1) shall be severed together with an existing hydro and drainage easement. Further, this lot will also be subject to a new 6-metre water main easement.
- 3) 513 Sydenham Street (Lot 2) shall be severed together with an existing drainage easement.
- 4) 576 Melton Street (Lot 3) shall be subject to an existing drainage easement.
- 5) 574 Melton Street (Lot 4) shall be severed together with an existing hydro, drainage and water main easement. Further, this lot will also be subject to a new 6-metre water main easement.
- 6) Supply a registered Plan of Survey depicting the severed lands to the Secretary-Treasurer of the Planning Advisory and Adjustment Committee.

AND WHEREAS the Owner wishes to proceed with a Development Agreement for the lands described in Schedule "A", Part 1;

AND WHEREAS it is deemed expedient for the City to enter into a Development Agreement with 577785 Ontario Limited;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, and other valuable consideration now paid by the City of the Owner (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the City as follows:

1. The Owner acknowledges that all the works being installed are at the Owner's own risk and cost;
2. The Owner agrees to provide the City with a comprehensive set of drawings and specifications for the road, permanent cul-de-sac, water line and other services and utilities;
3. The Owner agrees to transfer ownership of Parts 1 to 4 on Reference Plan 49R-16264 to the City for the purposes of a permanent cul-de-sac;
4. The Owner agrees to develop the permanent cul-de-sac at his own cost and as shown in Schedule "C";
5. The City agrees to transfer ownership to the Owner of part of the unopened Sydenham Street road allowance from the end of the cul-de-sac (shown as Parts 1 to 4 on Reference Plan 49R-16264) and legally known as Sydenham Street, Plan 40M-42; City of Pembroke and being part of PIN No. 57625-0186 (LT);
6. The Owner agrees to construct a 150 mm (6 inch) water main from the existing stubbed water main on Sydenham Street to Melton Street for the purposes of water main looping;
7. The Owner agrees to provide the City with an executed Form 1 – Record of Watermains Authorized as a Future Alteration.
8. The Owner agrees to provide the City with a 6.1 metre easement for this new water main line;
9. The Owner agrees to transfer ownership to the City of a parcel of land along Melton Street for the purposes of maintaining existing and proposed City services. All services to be included in this parcel of land shall include but not limited to fire hydrant, sanitary manhole, storm catch basin manhole and catch basin, new water main service with curb stop shut off at edge of property (both Lots 3 and 4) and services from main to property line (as shown in Schedule "C"). Parcel of land approximately 18.5 metres along Melton Street by 6 metres in width;
10. The Owner agrees to obtain and pay for the services of a Ontario Land Surveyor to survey the land for ownership transfer and easement purposes;
11. The Owner agrees to erect a street light at the location shown on the drawings in Schedule "C";
12. The Owner agrees to complete the servicing and road construction based on drawings noted in Schedule "C" that have been reviewed and approved in writing by the City of Pembroke's Manager of Operations;
13. The Owner agrees to retain a Professional Engineer or firm of Professional Engineers, registered by and in good standing, with the Professional Engineers of Ontario (possessing a current Certificate of Authorization issued by the said Association) to provide full-time

supervision during the completion of any works associated with the roadways and underground servicing of the lands;

14. The Owner agrees to hold bi-weekly site meetings with the Manager of Operations, City staff, the Engineering consultant and the contractor during the duration of the site servicing and road construction aspect of the project;
15. The Owner shall provide to the City, prior to commencing with any works on the Owner's land, a certified copy of the policy or policies of insurance in accordance with the provisions of Schedule "B" of this document and shall from time to time, at the request of the City, furnish proof to the City that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect;
16. The Owner agrees to prepare a Precondition survey completed by a professional firm that shall be filed with the City prior to construction commencing with any underground servicing of the subject property. The survey shall include photographic and descriptive records of all damage on all structures and appurtenances of all properties adjoining the subject property;
17. The Owner agrees to notify the City at least 7 days in advance of commencing with any subdivision servicing so that a pre-condition meeting can be arranged for prior to any work commencing on the site;
18. The Owner agrees to implement and maintain the sediment and erosion control measures including providing additional measures as necessary in order to prevent silt from entering any downstream waterbodies; and
19. This agreement shall enure to the benefit of and be binding, not only upon the Party of the Second Part, but also upon his heirs, administrators, executors, successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the Owner of the Corporation have executed this agreement by affixing thereto their corporate seals, as attested by the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED
& DELIVERED

Michael Murphy
577785 Ontario Limited
557 Melton Street
Pembroke, Ontario K8A 6Y3

I HAVE THE AUTHORITY TO BIND
THE CORPORATION

In the Presence of

CORPORATION OF THE CITY OF
PEMBROKE

Mayor
Michael LeMay

Chief Administrative Officer
Terry Lapierre

SCHEDULE "A"

PART I

LEGAL DESCRIPTION OF LANDS

Lot 9, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 9 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0166 (LT).

Lot 10, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 10 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0167 (LT).

Lot 11, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 11 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0168 (LT).

Lot 12, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 12 on 49R-16232 as in RE66319; City of Pembroke and being part of PIN Number 57625-0169 (LT).

Lot 13, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 13 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0170 (LT).

Lot 14, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Parts 14, 16 and 17 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0171 (LT).

Lot 15, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Parts 19 and 20 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0172 (LT).

Lot 16, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 34 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0173 (LT).

Lot 17, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 33 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0174 (LT).

Lot 18, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 32 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0175 (LT).

Lot 19, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 31 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0176 (LT).

Lot 20, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 30 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0177 (LT).

Plan 21, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 29 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0178 (LT).

Plan 22, Plan 49M-42, subject to an easement in favour of the Corporation of the City of Pembroke over Part 28 on 49R-16232 as in RE66319; City of Pembroke and being all of PIN No. 57625-0179 (LT).

Sydenham Street, Plan 49M-42; City of Pembroke and being part of PIN No. 57625-0186.

SCHEDULE "B"

INSURANCE POLICES REQUIRED

TYPES AND AMOUNTS OF COVERAGE REQUIRED

Without restricting the scope of the indemnities required by this Agreement, the Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the City and duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the City against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the subject property, including without limiting the generality of the foregoing:

- (a) Any loss or damage that happens to any of the Works or any of the Utilities or to any part of parts thereof respectively; and
- (b) Any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any of the Utilities or any part of parts thereof respectively; and
- (c) Any injury or death to any person or persons; and
- (d) Any loss or damage that results from the drainage of surface waters on or from the subject lands; and
- (e) Any loss or damage that happens to any public road or to any other property of the City or to the property of any person.

The policy or policies of insurance shall name the City as an Additional Insured and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy or policies will cover any claims which may be presented at any time (subject to the Statute of Limitation) arising from an occurrence that happened within the policy period.

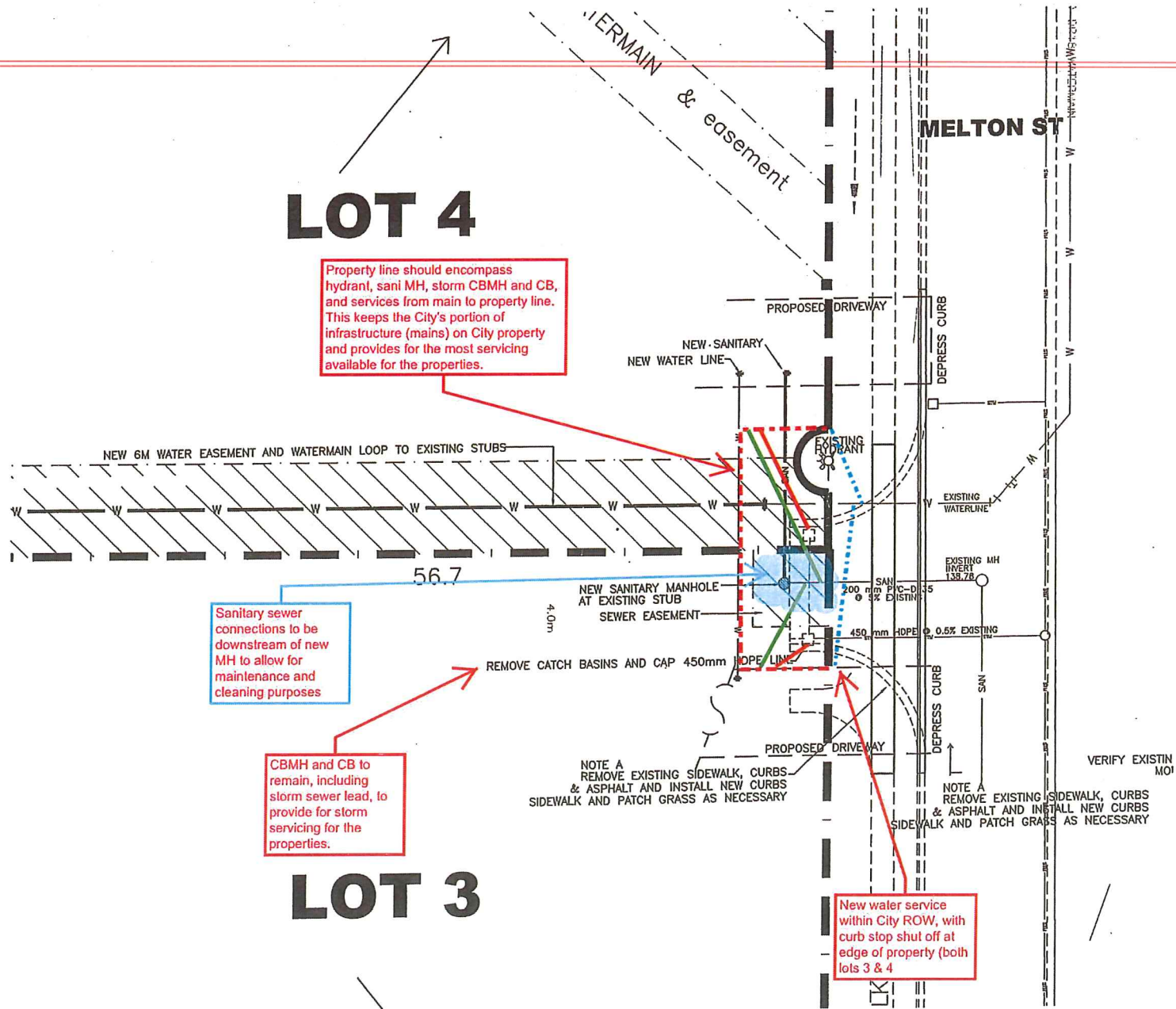
The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the City and the Owner shall provide an additional cash deposit payable to the City in an amount to be determined by the City. In the event of claims made against the City to which the deductible applies, the City shall appoint an independent Adjuster to investigate such claim, and the finding of the claim.

APPROVED DRAWINGS



SCHEDULE "C"

APPROVED DRAWINGS



The Corporation of the City of Pembroke

By-law 2019-50

**A By-law to provide for the stopping up and closing
Of an unopened portion of Sydenham Street in the City of Pembroke**

Whereas Section 11(3) of the Ontario Municipal Act, S.O. 2001, c.25 states that a municipality may pass by-laws subject to rules set out in subsection (4), respecting matters within the following spheres of jurisdiction - Highways, including parking and traffic on highways;

And Whereas Section 8(1) of the Ontario Municipal Act, S.O. 2001, c.25 states that 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 Section 27(1) of the Ontario Municipal Act, S.O. 2001, c.25 states a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

And Whereas Section 34 of the Ontario Municipal Act, S.O. 2001, c.25 states a by-law permanently closing a highway does not take effect until a certified copy of the by-law is registered in the proper land registry office;

And Whereas the unopened roadway to be permanently stopped up and closed is a section of Sydenham Street which is legally known as Sydenham Street, Plan 49M42 and being Parts 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 on Reference Plan 49R-19421; City of Pembroke;

And Whereas the City of Pembroke agrees to transfer the ownership of this unopened road allowance to 577785 Ontario Limited.

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

1. The Mayor and Chief Administrative Officer be, and they are, hereby authorized to stop up and permanently close the unopened section of Sydenham Street which is legally known as part of Sydenham Street, Plan 49M42 and being Parts 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 on Reference Plan 49R-19421; City of Pembroke and as shown on Schedule "A".
2. That the Mayor and Chief Administrative Officer be, and they are hereby authorized to execute all necessary documents related to the closure of the unopened portion of Sydenham Street.
3. That the Mayor and Chief Administrative Officer be, and they are hereby authorized to execute all necessary documents related to the transfer of the unopened road allowance legally known as part of Sydenham Street, Plan 49M42 and being Parts 30, 31, 32, 33, 34, 35, 36, 37 and 39 on Reference Plan 49R-19421; City of Pembroke to 577785 Ontario Limited. The land legally described as part of Sydenham Street, Plan 49M42 and being Part 38 on Reference Plan 49R-19421; City of Pembroke will remain in the City of Pembroke's ownership.

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

Passed and Enacted
This 3rd Day of September, 2019



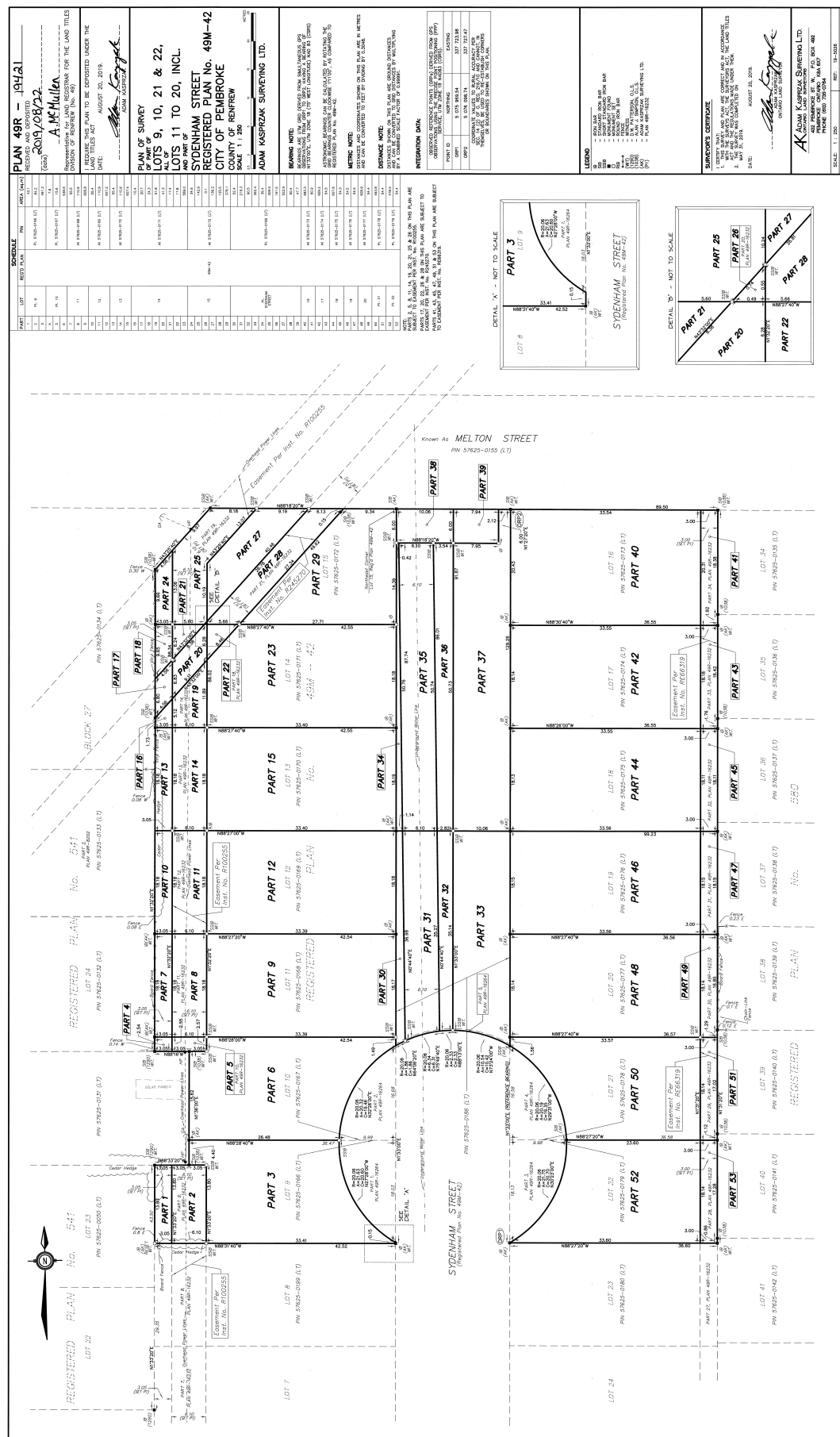
Michael LeMay
Mayor



Terry Lapierre
Chief Administrative Officer/Clerk

DeMay Mayor

Subject Property to be stopped up and permanently closed is a section of Sydenham Street





Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

Date: 2025-12-02

Subject : **Renewal of PBIA Financial Agreement with the City of Pembroke**

Recommendation:

That the Planning and Development Committee endorse and recommend to Council a two-year renewal of the PBIA Financial Agreement with the City of Pembroke with a 5% increase in 2026 and a 5% increase in 2027.

A by-law will be prepared for the December 16, 2025 Council meeting.

CAO Review :

The CAO has reviewed and concur with the recommendations.

David Unrau, P.Eng., PMP

Financial Comment:

The By-law Enforcement Department is responsible for covering its operating and maintenance costs, as well as all associated salaries. The costs incurred for operating and maintenance include rental of office space, insurance, vehicles and maintenance, meter maintenance, court costs, signage, cost of parking tickets, office supplies, uniforms, etc. In 2025 those costs along with parking salaries and the cost of the parking lots (\$93,130) were budgeted at \$250,250. The revenues for parking meters, fines, plate denial, parking permits and fees from Giant Tiger agreement are \$145,712 for a net loss of \$104,538. Adding the \$21,000 from the PBIA, this department still sees a net loss of \$83,538. Now in 2026, there will be a cost of \$78,121 plus HST for the purchase of 62 meters along with a monthly cost for the meters of \$892.

Direction was received from Council in Caucus at their meeting of November 4, 2025 to extend the financial agreement with the PBIA for a two-year period from January 1, 2026 to December 31, 2027 with a 5% increase in 2026 and a 5% increase in 2027. Therefore, the



PBIA shall pay to the City of Pembroke in 2026 - \$22,050.00 being a 5% increase from the previous fee of \$21,000. The PBIA shall pay to the City of Pembroke in 2027 - \$23,152.50 being a 5% increase from the 2026 fee.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

The PBIA's annual payment began in 1996 and until 2017 there was no agreement in place for this financial contribution. A financial agreement was entered into between the City and the PBIA in 2017, 2020 and 2022. The existing financial agreement is set to expire on December 31, 2025 and the financial contribution has remained the same for years. A copy of By-law 2022-69 is attached.

This financial contribution is incorporated into the annual By-law Enforcement budget and helps to offset maintenance costs of downtown parking lots, allows free parking days and covers lost revenue for downtown employee parking passes.

Discussion:

As part of the agreement, the PBIA's annual fee of \$21,000 is used by the City to help cover the following By-law Department costs:

- To contribute to the maintenance of the "Free" and "2 or 3 hour Free" parking lots within the PBIA boundary. The By-law Enforcement budget maintains the parking lots within the PBIA area. Maintenance includes line painting, snow removal, sweeping of lots, minor repairs to the lots such as filling potholes and major repairs to the lots such as paving.
- Covering the lost revenues from the distribution of free all-day parking passes at the Marina Parking Lot and the Cockburn Parking Lot for downtown employees. These passes are distributed by the PBIA.
- Covering the lost revenues at the parking meters for the "Free Parking" for the month of December, Family Day weekend, Mother's Day weekend, Father's Day weekend, Easter weekend, Civic Holiday, Fiddle Week and Fridays in November associated with the Silver Stick Hockey Tournament.
- Covering the lost revenues for festivals and events that require road closures in the downtown such as Buskerfest, marathon events such as Heroes Run for Healthcare, PBIA's annual Halloween Downtown Pumpkin Treats, Golden Helmets, etc.
- Parking meter rates have not been increased in many years. Now due to the age of the existing parking meters they are no longer programmable and will not allow an increase in the rates.
- New parking meters are required. Approximately \$78,121 plus HST will be required to replace 62 meters to a solar model with credit card tap and coin abilities.



- With the establishment of the PBIA outdoor patios, the City has lost 2 metered parking spaces in front of Nomado's Tacos on Church Street for approximately 6 months of the year for three years. Further there was a loss of two parking meters on Albert Street for one year.
- The 12 metered parking spaces in Shamrock Parking Lot were removed in 2023 and the lot was permanently changed to three-hour free parking which resulted in a loss of revenue for the department.

Alternatives Considered:

Options considered were to leave the annual fee as is or increase the annual fee.

Strategic Plan Impact:

Supporting excellent partnerships with other organizations such as the PBIA.

Attachments:

By-law 2022-69

Respectfully submitted,

Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

The Corporation of the City of Pembroke

By-law Number 2022-69

Being a by-law to authorize the entering into of an agreement between the Pembroke Business Improvement Area (PBIA) and the Corporation of the City of Pembroke.

Whereas the Municipal Council of the Corporation of the City of Pembroke desires to enter into an Agreement with the Pembroke Business Improvement Area (PBIA);

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

1. That the agreement between the Corporation of the City of Pembroke and PBIA attached hereto and referred to as Appendix "A" be part of the by-law.
2. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Agreement and affix the corporate seal thereto;
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 18th Day of October, 2022



Michael LeMay
Mayor



Heidi Martin
Clerk

Appendix “A” to By-law 2022-69

This Agreement made this 18th day of October, 2022

Between:

The Corporation of the City of Pembroke

hereinafter called “the City”;

And:

The Pembroke Business Improvement Area

Hereinafter called “the PBIA”;

Now Therefore, in consideration of the mutual covenants herein contained, the Parties agree as follows, intending the same to be legally binding:

Description:

The PBIA shall transfer annually for the term of the agreement \$21,000 to the City. This funding shall be used for the following purposes:

- To contribute to the maintenance of the “Free” and “2 or 3 Hour Free” parking lots within the PBIA boundary. Maintenance includes line painting, snow removal, sweeping of lots, minor repairs to the lot such as filling potholes and major repairs to the lots such as paving.
- To cover the lost revenues from the Market Square Parking Lots due to the removal of parking meters.
- To cover the lost revenues at the parking meters for the “Free Parking” for the month of December, Family Day weekend, Mothers’ Day weekend, Fathers’ Day weekend, Easter weekend, August Civic Holiday weekend, Fridays and Saturdays in November associated with the Silver Stick Hockey Tournament and either Culture Week or Fiddle Week (to be determined by the PBIA).

Term of Agreement:

The term of this Agreement shall be for a three-year period commencing on the 1st day of January, 2023 and ending on December 31, 2025.

Assignment:

No portion of this Agreement shall be assigned, transferred or delegated by either Party without the prior written authorized consent of the Parties. Any attempted assignment, transfer or delegation without the prior written authorization shall be void.

Amendments:

This Agreement may only be modified or amended by written agreement of the Parties and signed by their authorized representatives.

Agreement Binding:

This Agreement shall endure to the benefit of and be binding upon the Parties, their respective successors, heirs and assigns.

In Witness Whereof the parties have hereunder set their hands and seals.

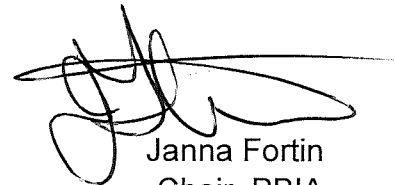
Signed, Sealed and Delivered
In the Presence of



Michael LeMay
Mayor



Terry Lapierre
Chief Administrative Officer/Clerk



Janna Fortin
Chair, PBIA



Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Michaela Kuno
Planning, Building & By-law Enforcement Department

Date: 2025-12-02

Subject: **Parking Meter Rate Increase – Ad-Hoc Committee Recommendation**

Recommendation:

That the City of Pembroke's Planning and Development Committee endorse and recommend to Council the recommendation of the Parking Ad-Hoc Committee to increase the parking meter rate from \$0.50/hr to \$1.00/hr, upon installation of new meter technology.

CAO Review:

The CAO has reviewed and concurs with the recommendation.

David Unrau, P.Eng., PMP

Financial Comment:

Increasing the parking meter rate from \$0.50/hr to \$1.00/hr is projected to generate approximately \$2,684.52 in additional revenue per month, or \$32,214.24 annually. This adjustment will help offset ongoing operating costs/monthly fees associated with the upgraded parking meter technology.

Background:

In September 2025, Council directed the formation of a Parking Ad-Hoc Committee. In October 2025, Council further tasked the Committee with reviewing parking meter rates and recommending an appropriate hourly fee for the new meter system. The Committee met on November 17th, 2025, to review current revenue levels and the financial implication of a potential rate adjustment.

The Committee agreed that the current rate of \$0.50/hr has been unchanged for many years and should be updated to reflect the newer parking meter technology that will be installed. The Committee reached consensus that an increase to \$1.00/hr would be reasonable and appropriate.

**Discussion:**

The recommended rate increase to \$1.00/hr is supported for the following reasons:

- The rate of \$0.50/hr has not changed for many years.
- The implementation of new parking meter technology supports the need for an updated and more current fee structure.
- The increase provides improved revenue recovery without creating a significant barrier when accessing downtown parking.

Overall, the Committee concluded that the recommended increase represents a fair, balanced approach that reflects new service levels and user expectations.

Alternatives Considered:

Council may consider:

1. Maintaining the current rate of \$0.50/hr.
2. Increasing the parking meter rate to the recommended \$1.00/hr
3. Establishing a different rate than the rate recommended by the Parking Ad-Hoc Committee.

Strategic Plan Impact:

Updating parking meter fees reflects the investment in modernized parking meter technology, ensuring infrastructure continues to meet the current and future needs.

Attachments:

Respectfully submitted

Michaela Kuno
Planning, Building and By-law Department