

The Corporation of The Township of Bonfield

AGENDA FOR COUNCIL MEETING TO BE HELD JUNE 25th, 2024 AT 7:00 P.M.

1. **Call to Order**
2. **Adoption of Agenda**
3. **Closed Session**
 - a. **CUPE Contract Negotiations**
4. **Disclosure of Pecuniary Interest and General Nature Thereof**
5. **Adoption of previous minutes**
 - a. Regular Meeting of Council: June 11, 2024
 - b. Special Meeting of Council: June 18, 2024
6. **Presentations and Delegations:**
 - a. Discussion of short-term rental by-law and comments received
 - a.1 – Paul Preston – presentation
 - a.2 – Michele Johnson & Roger Williamson – *presentation*
 - a.3 – Lori Langlois – presentation
 - a.4 – Gina Langlois – presentation
 - a.5 – Valerie Creech – presentation
 - a.6 – Patty Rozell – presentation
 - a.7 – Nathalie Bertin
 - a.8 – Tom & Sharon Venner
 - a.9 – Gordon Venner
 - a.10 – Julia & Paul Rivard
 - a.11 – Danna Venner
 - a.12 – Sue & Gilles Tessier
 - a.13 – Robin Edwards & Amie Cullimore
 - a.14 – David & Susan Montemurro
 - b. Discussion of RV/ trailers by-law and comments received
 - b.1 – Paul Goodridge – presentation
 - b.2 – Gina Langlois - presentation
 - b.3 – Marci Dewey
 - b.4 – Pat Kelly
6. **Staff Reports**
 - a. Report from Planning Administrator – Purchase of Shore Road Allowance – File RA 3/2024

7. **Adoption of Committee Minutes/ Motions**
 - a. **Corporate Services Committee:** No Minutes for this session
 - b. **Emergency Services Committee:** June 17, 2024
 - c. **Planning Advisory Committee:** No Minutes for this session
 - d. **Recreation Committee:** No Minutes for this session
 - e. **Police Services Board:** No Minutes for this session

8. **Items for Council Discussion:**
 - a. Michael Wilson – Burning permit fee concern

9. **Resolutions to be Considered for Adoption**
 - a. Third reading of By-law 2024-27 being a by-law to regulate open-air burning
 - b. Third reading of By-law 2024-25 being a by-law to provide for Fire Department fees
 - c. Resolution to adopt By-law 2024-46 – Enter into and agreement with AMO – Gas Tax

10. **Correspondence**
 - a. West Nipissing Township – Champlain Bridge Rehabilitation

11. **Confirmatory By-Law**
 - a. Resolution to adopt By-law No. 2024-44

12. **Adjournment**



THE CORPORATION OF THE TOWNSHIP OF BONFIELD
REGULAR MEETING OF COUNCIL
June 11th, 2024

PRESENT: Narry Paquette, Chair
Steve Featherstone
Donna Clark
Dan MacInnis

PRESENT ON ZOOM: Jason Corbett

STAFF PRESENT: Andrée Gagné, Deputy Clerk
Ann Carr, Planning Administrator
Allan Reid, CEMC
Alex Hackenbrook, Public Works Manager
Dave Vieira, Deputy Fire Chief (Zoom)
Nicky Kunkel, CAO/ Clerk Treasurer (Zoom)

1. Call to Order

Motion 1

Moved by Councillor MacInnis
THAT this meeting be opened at 7:00 p.m.

Seconded by Councillor Clark

Carried Narry Paquette

2. Adoption of Agenda

Motion 2

Moved by Councillor Clark
THAT the agenda presented to Council and dated the 11th day of June 2024, be adopted as prepared.

Seconded by Councillor MacInnis

Carried Narry Paquette

3. Disclosure of Pecuniary Interest None for this session

4. Adoption of Previous Minutes

Motion 3

Moved by Councillor MacInnis
THAT the Minutes of the Regular Council Meeting of May 28th be adopted as circulated.

Seconded by Councillor Featherstone

Carried Narry Paquette

5. Presentation & Delegations

- a. Presentation from Lori Langlois – Processes & Procedures re Short Term Rentals. Ms. Langlois made a presentation to Council regarding her experiences with the processes and procedures of the events leading up to tonight's meeting and the introduction of a Short-Term Rental by-law.

Mayor Paquette thanked her for her presentation.

- b. Public Meeting – Zoning Amendment – Humphries
Mayor Paquette read the public notice declaration. The Planning Administrator made a report to Council. There were no comments or objections from the Public

- c. Public Meeting – 2024 Budget – The CAO presented Council with the 2024 Budget. There were no comment received from the public.

6. Staff Reports

6.a Report from Fire Chief & CEMC – Community Risk Assessment Report

Motion 4

Moved by Councillor Featherstone
 THAT the Community Risk Assessment Report prepared under Regulation 378/19 be approved as prepared and submitted to Ontario Fire Marshall's Office.

Seconded by Councillor MacInnis

Carried Narry Paquette

6.b Report from CAO – Open Air Burning & Fees By-law

Motion 5

Moved by Councillor Featherstone
 THAT Council accepts the verbal report presented by the CAO on the open-air burning by-law and the revisions to the fees by-law associated with it.

Seconded by Councillor MacInnis

Carried Narry Paquette

6.c Report from Deputy Clerk – Fees for Payment Options

Motion 6

Moved by Councillor Clark
 THAT Council accepts the report on fees for payment options; AND FURTHER THAT Council directs staff to conduct a trial period from July to December to determine if there are cost savings on debit services in the Township of Office.

Seconded by Councillor Featherstone

Carried Narry Paquette

6.d Report from Planning Administrator – Short-Term Rental By-law

Motion 7

Moved by Councillor MacInnis
 THAT Council accepts the verbal report presented by the Planning Administrator on the Short-Term Rental By-law.

Seconded by Councillor Featherstone

Carried Narry Paquette

6.d Report from Planning Administrator – Trailers and Recreational Vehicles By-Law

Motion 8

Moved by Councillor Clark
 THAT Council accepts the verbal report presented by the Planning Administrator on the Trailers and Recreational Vehicles By-law.

Seconded by Councillor MacInnis

Carried Narry Paquette

7. **Adoption of Committee Minutes/ Motions** None for this session

8. **Items for Council Discussion** None for this session

9. Resolutions to be Considered for Adoption

9.a Resolution to adopt By-Law 2024-39 – 2024 Capital & Operating Budget

Motion 9

Moved by Councillor Featherstone
THAT Council for the Township of Bonfield hereby adopts By-Law 2024-39 being a by-law to adopt the 2024 Operating Budget including estimates of all sums required for the purposes of the Municipality during the year 2024 and to establish the Tax Rates to be levied; as presented and is considered read three times and passed this 11th day of June, 2024.

Seconded by Councillor MacInnis
Carried Narry Paquette

Motion 10

Moved by Councillor MacInnis
THAT the 2024 Capital Expenditures Budget be approved as presented to Council as per attached.

Seconded by Councillor Featherstone
Carried Narry Paquette

9.b Resolution to adopt By-law 2024-27 being a by-law to regulate open-air burning

Motion 11

Moved by Councillor Clark
THAT a by-law to regulate Open-Air Burning in the Township of Bonfield, BE READ a first and second time in Open Council this 11th day of June 2024.

Seconded by Councillor MacInnis
Carried Narry Paquette

9.c Resolution to adopt By-law 2024-41 being a by-law to regulate short term rentals

Motion 12

Moved by Councillor MacInnis
THAT a by-law to regulate Short Term Rentals in the Township of Bonfield, BE READ a first and second time in Open Council this 11th day of June 2024.

Seconded by Councillor Featherstone
Carried Narry Paquette

9.d Resolution to adopt By-law 2024-42 being a by-law to regulate trailers and recreational vehicles

Motion 13

Moved by Councillor Featherstone
THAT a by-law to regulate Recreational Vehicles in the Township of Bonfield, BE READ a first and second time in Open Council this 11th day of June 2024.

Seconded by Councillor Clark
Carried Narry Paquette

9.e Resolution to adopt By-Law 2024-43 – Zoning Amendment – Humphries

Motion 14

Moved by Councillor Featherstone
WHEREAS Council deems it necessary and expedient to pass three readings of the following by-law at this session; BE IT HEREBY RESOLVED THAT a by-law for the purpose of amending By-Law 2012-49 being a By-Law to regulate the use of land and the character, location and use of buildings and structures in the Township of Bonfield under the Authority of Section 34 of the Planning Act, R.S.O. 1990 Chapter P. 13; Schedule "A" to By-Law 2012-49 is amended by changing the zone symbol on the lands designated

"Zone Change from Rural (RU) to Special Zone No. 56 (SZ. 56)" on the attached schedule to Special Zone No. 56. BE READ a first, second and third time, PASSED AND NUMBERED 2024-43; AND THAT the said by-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and be engrossed in the By-Law Book.

Deferred Narry Paquette

9.f FONOM - Keeping Energy Costs Down Act

Motion 15

Moved by Councillor Featherstone

Seconded by Councillor MacInnis

THAT the Council for the Township of Bonfield supports the letter received from FONOM regarding Enbridge Gas Inc.'s Rate Rebasng Application; AND FURTHER THAT a letter signed by the Mayor be sent to the Ontario Energy Board; AND FURTHER THAT a copy of this letter be sent to Premier, Doug Ford, Minister of Energy, Todd Smith, AMO President, Colin Best, Good Roads, MPP, Vic Fedeli, and Enbridge Gas.

Carried Narry Paquette

9.g Nipissing Township – Donation of SCBAS

Motion 16

Moved by Councillor Clark

Seconded by Councillor MacInnis

THAT the Council for the Township of Bonfield gracefully accepts the donation of SCBAS from the Township of Nipissing on an "as is-where is" basis; AND THAT a letter be sent thanking them for their donation.

Carried Narry Paquette

10. Correspondence

Motion 17

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

THAT Council receives the Correspondence circulated with the Agenda of June 11th, 2024.

Carried Narry Paquette

11. Closed Session (none for this meeting)

12. Confirmatory By-Law

Motion 18

Moved by Councillor Clark

Seconded by Councillor Featherstone

THAT the Council for the Township of Bonfield hereby adopts By-Law 2024-40 to confirm the proceedings of Council from May 28th, 2024 to June 11th, 2024, as presented and is considered read three times and passed this 11th day of June, 2024.

Carried Narry Paquette

13. Adjournment

Motion 19

Moved by Councillor Featherstone

Seconded by Councillor Clark

THAT this meeting be adjourned at 9:38 p.m.

Carried Narry Paquette

MAYOR

CLERK



THE CORPORATION OF THE TOWNSHIP OF BONFIELD
SPECIAL MEETING OF COUNCIL
Tuesday June 18th, 2024

PRESENT: Narry Paquette Jason Corbett
Donna Clark Dan MacInnis

PRESENT ON ZOOM: Steve Featherstone

STAFF PRESENT: Ann Carr, Planning Administrator
Nicky Kunkel, CAO/ Clerk Treasurer

The intent of the meeting is a follow up on the zoning amendment application from the June 11, 2024 Council meeting.

1. Call to Order

Motion 1

Moved by Councillor Clark Seconded by Councillor Corbett
THAT this meeting be opened at 5:34 p.m. Carried Narry Paquette

2. Disclosure of Pecuniary Interest: None for this session

3. Items for Council Discussion

3.1 Closed Session to discuss the Fire Department

Motion 2

Moved by Councillor Corbett Seconded by Councillor Clark
That Council recommends Option No. 2 for the purpose of zoning application
ZC1/2024, Dave and Nancy Humphries; AND FURTHER THAT the Council for the
Township of Bonfield hereby considers By-law no. 2024-43, as amended, read a first,
second and third time; AND IS HEREBY considered adopted.
Carried Narry Paquette

4. Adjournment

Motion 3

Moved by Councillor MacInnis Seconded by Councillor Corbett
THAT this meeting be adjourned at 6:10 p.m. Carried Narry Paquette

MAYOR

CLERK

Presentation at Council June 25 on Short Term Rentals

Paul Preston [REDACTED]

Wed 6/19/2024 2:31 PM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>; Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Cc: Paul. Preston [REDACTED]

You don't often get email from [REDACTED]. [Learn why this is important](#)

Hello,

I am requesting to present at the next council meeting on June 25th on Short Term Rentals.

Here is an outline of my feedback on the initial draft bylaw to regulate and govern short term rentals:

Background

- Short term rentals are by all definitions - including the Canada Revenue Agency - businesses due to a municipal loop hole - that needs to be closed - wherein they have been able to profit by using residential homes as motels, at the expense of our safe quiet stable neighbourhoods.
- This profit allows them to far outbid buyers that would use the home for a residential use which means as homes come up for sale there is a domino effect of replacing neighbours with motels, while escalating the cost of housing, reducing its availability, and preventing people from living in the municipality. This has already occurred to a harmful extent in other municipalities in Canada, I believe we can all agree we don't want more expensive housing costs, reduced housing availability and fewer permanent residents of our community, which is the inevitable outcome of unregulated short term rentals .
- Residential means "permanent or long term" - this is not a residential use in a residential zone, and so is not a compatible land use. Long term rentals of course are. They are compatible with commercial zones.
- Short term rentals function as motels without a front desk, but without the regulation of motels, bringing strangers into our isolated neighbourhood who have no connection or concern for neighbours or the neighbourhood, bringing along their boat trailers, dogs, parties etc...
- Short term rental owned by outside investors do not contribute to the local economy - they have the back of their vehicles packed with supplies when they arrive.
- Short term rentals use our shared laneway, our municipal roads , and our garbage dump without paying any taxes.
- After interacting with staff for months, July 21, 2021 was my first presentation asking for council to address the issue, that is 3 years ago, so this has not been a "rush" as some are alleging.
- We all want to live in safe peaceful neighbourhoods where we can peacefully enjoy our homes and get to know and help out and care for our neighbours.
-

Concerns/questions with initial draft bylaw

1. Why should we invite corporations "class C" and non-residents of Bonfield "class B" to own short term rentals in our neighbourhoods? how does that benefit the people of Bonfield? - there is no benefit to the residents of Bonfield.
2. Why should the permanent residents " class A" with a principal dwelling Unit short term rental have to occupy one bedroom but the corporations and non-residents do not ? - this is requiring it to function more as a bed and breakfast, which is unfair disadvantage to the residents of Bonfield. Bed and breakfasts should be considered separately - as they are in the current bylaw - as they do not cause the same harmful effects to housing and neighbourhoods as do short term rentals (motels without a front desk).
3. How are the 50 licences assigned if there are more than 50 applicants in Class "A" principle dwelling unit STR? If it is first come-first serve that would need to be stated. How do we prevent them disproportionately accumulating in smaller lakefront residential neighbourhoods like ours? For example we have 12 residential homes on our shared lane - if a majority - say 7 - become motels without a front desk and, due to the cap of 50, the remaining 5 homes will be unable to also become short term rentals, and unable to sell at the elevated price of becoming a short term rental site, but only

at the lower rate of a residential home surrounded by these motels. When residents realize this coming they will be driven to either convert to a short term rental or sell before the value of their home goes down further.

- 4. Upon annual renewal, are previous licensed short term rental sits grandfathered or are new applications given priority?

thank you very much

- *Paul*

Sent with [Proton Mail](#) secure email.

Bonfield Township meeting on June 25, 2024.

Michele Johnson [REDACTED]

Thu 6/20/2024 10:00 AM

To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Cc: Andr e Gagn  <deputyclerk@bonfieldtownship.com>

Some people who received this message don't often get [REDACTED] [Learn why this is important](#)

Note: Roger Williamson would like to speak at the meeting

Please consider the following in the upcoming township meeting on June 25, 2024.

As a resident of Bonfield Township, it concerns me that there is a movement regarding short-term rentals within all zones of Bonfield township. My concern specifically is the properties that are zoned RLS Residential, Limited Service.

The properties within this zone cannot guarantee emergency services. Fire, ambulance, police, search and rescue, towing, are all services that are not guaranteed in an RLS area. This situation should be considered a critical shortcoming for qualifying to run a rental establishment. The prospective tenants will be families, with elderly individuals, small children, health issues etc.. The tenants will be staying in an area with dangerous wildlife, forested with poorly marked trails and large bodies of water, all of which can quickly lead to an emergency situation.

Even in the event that the renters are made aware of the lack of services, this still puts the burden of protecting these individuals from themselves on the residents living in that area. A true example being, a family with 2 young children, in the middle of winter slid off the road and were stuck in the ditch. Towing companies refused to come pull them out. Residents of the street spent multiple hours extracting their car. This could have been tragic if the incident had not occurred in a populated area. This was not the only rescue required from tenants of this rental unit.

It would be reckless for the township to allow new or even existing short-term, AirBB, or Bed and Breakfasts to reside within residential areas that are designated RLS.

Thanks for your consideration and time,
Respectfully,

Michele Johnson, Roger Williamson

[REDACTED]
Rutherglen, Ontario, N6P 1P9

[REDACTED]



Michele Johnson,
President,
Streamline Design Solutions Inc.

[REDACTED]

You say that you are for short-term rentals but your actions do not show your support.

Concerns with the bylaw:

- The bylaw document 24 pages riddled with legal jargon and very restrictive to the point of unachievable for many hosts
- All of the fees and penalties
- 5 million dollar liability insurance
- Ontario's Municipal Freedom of Information and Protection of Privacy Act: Government Institutions must "design and implement records systems which adequately protect personal privacy" "information which could endanger the health or safety of an individual.
- Tribunals Ontario Landlord and Tenant Board- how do the requirements for long term rentals compare? Are they regulated as severely or is there discrimination against short-term rentals?
- Required Inspections- Discriminatory against short-term rentals. Grandfathering existing properties.
- Timeline- an immediate implementation is unrealistic and unfair. To follow through with this process will take time.
- No singing- regulation or restriction?
- Comparison to other townships in the area
- Township liability and vulnerability to lawsuit- is it worth the risk with our taxpayer dollars when there is no proven problem in our township

Closing remarks

Lori Langlois

Your Worship and Councillors,

This letter is to state my concern and to oppose the proposed Short Term Rental By-Law No. 2024-41. I would ask that this be presented to Council for the June 25 Council Meeting. The reasons for my decision of opposing this By-Law is for the following reasons:

1. The by-law document itself is excessive for approximate unconfirmed 34 rentals and our small Township;
2. Creates a barrier to owners and over regulates.
3. It is proven by what is happening in East Ferris Township by over regulating. **Two licenses have been given.**
4. Tax payers' money is being used in legal actions across the province.
5. There is no actual data of the number of complaints, or if in fact there are any formal complaints with OPP or actual confirmed By-Law infractions.
6. No evidence of a higher risk of a septic system harming the lake or a malfunctioning septic system entering the groundwater, or of any person being harmed while staying at a short term rental in regards to a code issue with building or a fire than in an apartment or a personal residence. There are also other acceptable ways of disposal of waste and grey water than a septic.
7. The median for most Short Term Rentals is less than 12 weeks occupancy rate for the year. So how does that warrant such excessive inspections on Short Term Rentals so why is this even justified?
8. All taxpayers are accountable in our liability insurance, and to our fire insurance to the company's that insure us. Do we want to risk an insurance payout or not receive one, should anything happen? I don't think anyone wants a claim and I believe all residents do their best to protect an accident be it a home owner, landlord or a short term rental.
9. Why the excessive 5 million dollar liability when the average liability required for all homeowners and/or landlord is 2 million.
10. Short Term Rentals for a fact have been going on in the community for a very long time.
11. The risk therefore is minimal to impose such conditions and inspection requirements and insurance requirements in the application process.
12. The inspection requirement puts a strain on our municipal staff/volunteer fireman for processing and the inspection application process and also to the taxpayers on where our tax dollars are being spent.
13. This also puts stress and financial strain on the owner of a short term rental. The prime reason for renting is to subsidize costs to be even able to afford the property and/or provide a service to the community for accommodations that are lacking. Then adding the \$1500 fee and costs of inspection only adds to the costs. The fact is that most of the short term rentals are in a recreational zone so they are already have one of the highest tax rates levied in the Township.
14. There appears to be no data for summer of 2023 providing numbers of OPP calls to investigate incidents or the number of By-Law infractions given due to an investigation of a complaint. Council or Municipal staff have not provided any actual data in this regard.
15. Council and Municipal staff have invested so much time since the onset of an unvalidated petition, and a person and group with no actual facts or data. It's easy for people to speak words without out actual data and actual facts. These costs have passed to the taxpayers as Township salaries are paid by tax dollars or Township "money". There is no evidence in our community that this amount of time and salary costs are warranted.
16. Do you not think that the Council and Municipal Staff's resources, time, and tax payers' money could have been used more wisely?
17. We need the time and resources by Municipal Staff and by Council on issues that affects the majority of tax payers.

Council Corbett's comment in a media article this past week stated "I don't necessarily understand why there's a perception that we are trying to shut down short term rentals when in fact we are encouraging short term rentals," Corbett added. "We're just looking to do it in a responsible way."

I do not see it this way, as do many. Some examples are below:

- The Chair for the PAC committee, Councillor Corbett advised me by email (I am one of the 3 public members) upon me questioning a few things, that this by-law would not be dealt with at the PAC level (even though it appears would be within the Committee's scope to do a recommendation to Council), and that council and staff were dealing with the Short Term Rental directly. I do not know where this was decided by Council.
- Further there had been no PAC meeting for five months even though surveys, Town Hall meetings were being held that would directly affect the new Official Plan. Early on in the Official Plan process the 3 public members played a role in ensuring public knowledge of meetings in regards to the new Official Plan;
- I did advise Councillor Corbett that his comments made on April 9th Council meeting were not appropriate to say about **any** constituent attending a meeting that they were encouraged to attend to have a voice in a democratic process.. Councillor Clark was also a part of discussion, and was a side chat after a recent Council meeting .I advised them they should listen to the meeting in regards to the comments and survey comments as well.

- I did meet in an arranged meeting with Councillor Corbett on May 9th before a PAC meeting and brought data to show him that an Airbnb listing could be listed more than once. That it could include rental properties of local resorts, and how the bookings are shown, and that just because dates are crossed off, it did not mean booked. It can mean a number of reasons such as owner use, they don't rent in winter, etc. I also advised of what can happen with over regulating and the fact that East Ferris Township at the time had only 2 licences showing up on their website. I discussed that some municipalities were not doing a building inspection and his comment was "well we are". I guess he could talk for all of council and the people, and he wonders why there is a perception.

Had I been given the opportunity within the Planning Advisory Committee to have a voice at the table regarding the recommendation of this By-Law, I would have made the following comments, but thank you for allowing on this platform:

- It appears the CAO has used one of the most detailed and extensive by-laws from another Township to use without taking into consideration the detailed inspection requirements, the fee, the fines, nor the Township. Again, clearly not to encourage short term rentals;
- There were many more Townships to consider looking at, and would probably have been more appropriate for our Township, and still "doing it responsibly".
- When you over regulate, make unnecessary restrictions and do not have faith in your own constituents you are not going to get a buy-in. Seems may be the case in many Townships. Bulldozing your way does not get public buy-in.
- Has the Council members gone through this document and understand it? Have they taken into consideration how this can be implemented for this season and all the resources, time, staff wages, etc. to implement and enforce.
- As there are still so many unknowns in the regulating and outcome of legal cases with short term rentals throughout the Province, it may be in the best interest of the Township to not pursue with a by-law at this time, and **have Short Term Rentals acceptable in the Official Plan and that "as demand or need arises, the Township may by by-law implement policies or programs to monitor.**
- Proceed with something more "gentle" before you bring out the hammer. There are lots of examples of Townships doing nothing, and/or a more gentler approach that causes the least hardship to all involved. They are in wait and see mode for their community or providing education and good practices. None of these have even been suggested.
- To try to implement a very complex, restrictive By-Law at this time, is setting it up for failure, not being fiscal responsible to the taxpayer, and not obtaining a buy-in.

Our Township is only approximately 2,000 people with less than 35 rentals according to the Township quick check without verification, so could very well be less. That short term rentals actually have a low yearly vacancy rate, due to choices, owners not renting at certain part of years, snowmobile trails opened or not opened, times required for owner's own use, etc.

Give your constituents credit, owners do not want one of their largest assets destroyed or damaged or someone hurt. Believe that these owners are honest and respectable people, and they expect the same from their renters. I believe that their neighbours are kind, considerate and the majority are accepting. A renter is gone in a couple of days or a week so if you don't like an active short term renter enjoying the surroundings and not doing any sort of infraction at least their time is short, unlike the very, very small percentage of a permanent owner that you may have that may complain, lack tolerance and too busy worrying about what you are doing no matter who resided beside them for 365 days of the year..

Give everyone a chance to make it work, even "that neighbour". Let our community try something different and be unique rather than "copying" another community. After all, it has worked for well over 50 years in communities of people renting out their properties for a short duration without being over regulated. I believe our community has great values and respect of others, as we did yesterday, or as we did over 50 years ago.

Respectfully submitted.

Gina Langlois

Re the decision to allow short-term rental two doors from my home

valerie creech [REDACTED]

Thu 6/20/2024 12:49 PM

[REDACTED]

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

I intend to present my concerns at the next council meeting, next Tuesday evening.

I am voicing my concerns about the township arbitrarily granting permission for a previously, privately owned cottage (two doors down from me) to now be a commercial short-term rental property.

I am a widow who lives alone, year-round, down Boody Road (at [REDACTED]) on Talon Lake. I know all my neighbours well, and have always felt confident that I am safe here. Inevitably, with the decision by the township to grant permission for a succession of strangers to rent, on a short-term, revolving basis along our road and waterfront, that security is now at risk.

As well...

Our area is zoned 'Residential Limited Services' and we are taxed according to that designation.

We access our homes by the private lane referred to as Boody Road, and then, Grey Rock Lane. As a group, we 12 property owners maintain our road ourselves, winter and summer. This includes hiring a man to plow in winter, and working as a neighborhood group to do maintenance, such as filling potholes in summer.

Boody Road/ Grey Rock Lane itself, is a narrow one-lane path in many sections, (truly a lane), with no room for cars to pass each other in opposite directions. We have all made ourselves familiar with spots along the road where we can pull over to allow another car to pass by.

We get no services from the municipality...no garbage pickup, no road maintenance, no door-to-door mail delivery, no police presence to monitor traffic or trespassers, and yet...we pay very high property taxes.

For the township to arbitrarily decide to allow short-term rental here is a travesty!

It is clear that this decision was motivated by the increased revenue for the township, brought about by the fees for short-term rental allowance.

If the township is to reap the benefits of this increased revenue, this, at the very least, necessitates increased obligations by the township to the rest of us taxpayers in our area.

This must include assuming the maintenance of the road, along with the obvious necessity of widening the road due to increased, and often unfamiliar traffic. Obviously, this decision results in an increased necessity for ease of access for emergency services, such as fire and ambulance to get to us, and to the new short-term renters who might easily be unfamiliar with fire restrictions and water safety.

Obviously, as well, there must be an accompanying reduction in our property taxes, due to a decided decrease in our property values brought about by permitting a commercial establishment to set up business along our road.

I trust you will address my concerns quickly.

Please acknowledge the receipt of this email.

Sincerely,
Valerie Creech

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Nicky Kunkel

From: Patty Rozell [REDACTED]
Sent: June 21, 2024 8:57 AM
To: Nicky Kunkel
Subject: Re: Next council meeting

Hi Nicky I'm hoping I can still speak even tho I'm behind getting the detailed summary in as I have been dealing with all this other stuff and meetings with council and the building inspector.

One rental per dwelling bylaw change: can this be changed to one rental per so many acres? When you have a property with less than half an acre and your neighbour is only 50 metres away and you put a bunkie in between I understand only having one but what about those with 83 acres and the rentals aren't even visible.

Rental must be liveable all year round? As a short term rental not long term why does it need to be liveable all year round? For example we own rentals where the water gets shut down in colder temps but we can provide soap cloths and jugs of water with a kettle to offer sponge bathing. These types of rentals are great for teaching survival tips by not relying on hydro and helping the economy by being eco friendly.

45 minute response time bylaw change: what happens if you end up with an emergency (ex someone in your family is severally injured and you need to be with them and they aren't in the same town and you have no one to help you out while you attend to your family? There is a penalty to the host when you cancel a stay on Airbnb it's \$126 penalty fee for every time you cancel someone's stay. Is this something the town would cover if we have an emergency and don't have a reliable person to assist your rental when you can't be within a distance of 45 minutes?

\$1500 license fee with a 3% increase: I would like to know where that \$1500 number came from? Why not \$300 why such a high number and then increase it by 3%. Where does this license fee go to?

Only able to rent for 150 days and no weddings: how did you come up with 150 days why not half a year? The change in bylaw about having no weddings is this because of the new plans Bonfield has to build their own venue from the arena?

5 million liability insurance? Has the council and township taken the time to invest this more as I have been trying to find 2 million liability insurance for the past 4 years and after contacting companies from all over the world we finally got 2 million not long ago. 5 million is not practical in any way as larger business can't even get 5 million let alone small businesses or short term rentals. I would like to ask council why it concerns them about the insurance coverage STR have as long as they have insurance it shouldn't concern the town.

If these bylaws come into effect which forces STR owners to shut down as it's not feesable or can meet the expectations of the bylaws will the town pay for the bookings that we have to cancel because again as a host and if we cancel we are penalized with a \$126 cancellation fee?

I am hoping you will still allow me to speak as I did submit a request before the deadline and because I have been meeting with council members which has taken up my time to submit your request for more details you will still allow me.

Sincerely,

Trish Tripkovic
Owner
The Rustic Escape

On Wed, Jun 19, 2024 at 12:17 PM Nicky Kunkel <cao.clerk@bonfieldtownship.com> wrote:

Hi Patty, or Trish?

I have just left you a voicemail to change our meeting from tomorrow at 9 am to Monday at the Rustic Escape. I'd like to include our entire development team planner, chief building official and myself so that everyone is on the same page and you don't have to have multiple meetings to find out information.

There is a Council meeting on June 25th I can add you to the agenda. You do need to submit a more detailed summary of what you would like to present so I can include it on the agenda. I need that by noon tomorrow. However, I will put your name on the list to speak to short term rentals. Council will receive comments on the specifics of the draft bylaw at the meeting so there may be several delegations. The meeting starts at 7 pm but as there are several delegations, I don't know what time you will speak. Again, I just need a detailed, but could be in point form, of what parts in the bylaw you would like to discuss. Council does not intend to shut down short term rentals through the bylaw. We do understand the value of accommodations in our area, it's about making sure everyone is offering a respectful safe experience within their neighbourhoods.

You can find the drafts at: [Recreational Vehicles and Short-Term Rentals By-Laws | Community News & Alerts | Community | Township of Bonfield \(bonfieldtownship.com\)](#)

Please let me know what time on Mondy would work for your to meet at the property so we can discuss any potential next steps for your property.

Nicky Kunkel

CAO Clerk Treasurer

Township of Bonfield

Nathalie Bertin



18 June 2024

Bonfield Township Council
Via Nicky Kunkle cao.clerk@bonfieldtownship.com

Greetings,

Re: Comments – Short Terms Rentals draft

I have read the draft legislation for the Short Term Rental bylaw. As a resident of Bonfield and also a past resident of Muskoka where the Short Term Rental issue has become somewhat of a crisis, I have some **comments for council's consideration.**

- 1) I am in favour of a license and fee for those homeowners who wish to offer their property for short term rental. The fee should not be prohibitive but should at least be a reasonable amount to alleviate tax payer burden on calls to police/fire/ambulance.
- 2) I am in favour of the \$5M insurance provision.
- 3) I would consider that owner obtained proof of added insurance coverage for septic/building on the homeowner policy be accepted in lieu of township inspection. Option of inspection or time-limit for providing proof of added insurance for septic/building be provided in cases where proof of insurance is not shown at time of license application.
- 4) With respect to policing, the Township of Bonfield will eventually need to hire a weekend bylaw officer to address some of the issues that would otherwise cost taxpayers when police are called. I encourage council to consider this ahead of time or at least make future provisions for such a position as it will become needed with increase in population and short term rentals.

That said, with respect to the section outlining ***The Building Code O. Reg. 332/12 under The Building Code Act, 1992, Section 15.3(1)(2)*** I am also concerned with the state of some properties within Bonfield in general. A drive through our small town is enough to note significant issues with standards of maintenance in some of the properties. It would be a step toward building trust and establishing a broader sense of fairness among all residents across the board if these properties were cleaned up and rendered back to a state of proper maintenance.

Finally, I do believe that some exceptions can be made to the proposed legislation. For example, **The Rustic Escape** has proven to be responsible business. Although it does not meet certain criteria under the new Short Term Rental provisions, they have a unique proposition that is well maintained and managed. Perhaps a 3rd type of license could be established or perhaps they could be grandfathered since they have been operating legally and transparently without issue.

Respectfully,

A handwritten signature in black ink that reads "Nathalie Bertin".

Nathalie Bertin

Fwd: Short-term rental by-law

Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Thu 6/20/2024 8:16 AM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>

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From: Tom Venner [REDACTED]
Sent: Wednesday, June 19, 2024 10:22:04 PM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Subject: Short-term rental by-law

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

The following comments are respectfully submitted in relation to the draft short-term rental by-law:

- the numerous requirements specified in the by-law are appropriate and strike the right balance between the interests of all parties;
- consideration should also be given to requiring a minimum rental of one week, which would surely reduce the likelihood of renters looking for a weekend party place;
- given financial benefits to the township, road access rentals should be restricted to township maintained roads; it is not at all appropriate to allow rentals under this by-law on private roads maintained by private associations at their expense; if they are indeed allowed then the township should have to share some proceeds from the proposed regime with the affected associations (for maintenance, insurance etc); however the wiser approach is to recognize that commercial Airbnb type activity is not compatible with private roads;
- the bylaw requires an on-site response to complaints within 45 minutes, but the FAQ on the website refers to an on-site response within 45 minutes OR a phone response within 30 minutes; I trust the latter is a mistake, as the by-law does not state that a 30 minute phone response is an acceptable alternative to an on-site response, which should indeed be required;
- finally, the successful operation of the regime established by this by-law will require a commitment to adequately resource it, so that inspections and by-law responses and enforcement, for example, are timely and fulsome.

Thank you for the opportunity to comment. The efforts of Council and staff are appreciated.

Tom and Sharon Venner
[REDACTED]

Fwd: Short Term Rental Bylaw

Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Thu 6/20/2024 8:17 AM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>

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From: Gordon Venner [REDACTED]
Sent: Wednesday, June 19, 2024 9:05:51 PM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Subject: Short Term Rental Bylaw

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

>> June 19, 2024

>> To: Bonfield Council

>> From: Gordon Venner [REDACTED] Bonfield Township)

>> Re: Proposed Short Term Rental Bylaw

>>

>> I would like to offer the following comments on the Short Term Rental Bylaw currently under consideration by Council. Although I do not desire to address council when this issue is considered I would like to know how to watch the proceedings through a Zoom link if that option is available.

>>

>> Section 2.2.7 e) and f) of the proposed bylaw deals with the issue of short term rental businesses established on water access properties, or on roads other than public roads.

>>

>> Dealing with the problem of emergency access in these cases by way of requiring the posting of signage at the business location seems an inadequate means of dealing with a potentially serious problem. For any short term tenant worried about emergency response (e.g. cardiac patients, people with mobility issues etc.) learning about limitations in emergency response only after arrival would require that they accept more risk than they anticipated or that they locate different accommodation on very short notice.

>>

>> I appreciate that if there are existing uses in these locations it might be necessary to grandfather them as legal non-conforming uses, but surely it would be inadvisable to create any more such problems. It would be an easy fix to simply amend the bylaw to prohibit short term rental businesses except on properties served by public roads. If applications are received to permit new businesses on non-public roads those applications could simply be held in abeyance until such time as the Township has assumed responsibility for the road access.

>>

>> On a second issue I note that the proposed bylaw is silent on the issue of operating commercial businesses adjacent to, or in the immediate vicinity of, lands maintained for conservation purposes. It strikes me as likely that some uses of short term rental accommodation may be incompatible with conservation of natural habitats. Council may wish to consider prohibiting short term rental accommodation businesses within a set distance of any lands under the care of the North Bay and

Mattawa Conservation Authority.

>>

>> Gordon Venner

>>

>>

>>

>> Sent from my iPad

>

Fwd: By-law #2024-41 Short Term Rental Accomodation

Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Thu 6/20/2024 8:18 AM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>

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From: Julia Rivard [REDACTED]
Sent: Wednesday, June 19, 2024 8:55:29 PM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Subject: Re: By-law #2024-41 Short Term Rental Accomodation

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

We reside at [REDACTED] in the Township of Bonfield. We access our property via private road. This road is maintained at our expense. Recently, we have purchased liability insurance to protect our road executive from potential claims due to increased use of the road.

Allowing short term rentals of properties accessed by private roads will result in increased traffic and increased potential for liability claims. We don't expect the Township will wish to assume the additional cost caused by additional traffic.

We , therefore, submit that the proposed by-law exclude, from its application, properties accessed by private roads only.

We thank you for your consideration.

Yours truly,
Judy and Paul Rivard
Sent from my iPad

Fwd: Short Term Rentals ByLaw.

Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Thu 6/20/2024 9:44 AM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>

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From: dana venner [REDACTED]
Sent: Thursday, June 20, 2024 9:05:41 AM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Subject: Short Term Rentals ByLaw.

You don't often get email from [REDACTED] [Learn why this is important](#)

Together with my husband I own a seasonal home at [REDACTED] on Lake Talon . I have had an opportunity to review the proposed by law with respect to short term rentals. For the most part I found the by law made a good attempt to balance the interests of those seeking to rent out their properties and the interests of private individuals to enjoy their properties without disruption. The provisions of the bylaw which address noise disruption, the number of occupants and the need for proper septic systems, in particular, are reassuring. I do however have some serious concerns about a couple of issues:

- 1. The by-law permits commercial rentals which can only be accessed through privately maintained roads.** At the present time the full responsibility for maintaining private access roads falls to unincorporated private non profit associations formed by residents who work cooperatively to maintain the road access. Significantly those associations bear the entire cost of doing so with little to no assistance from the township. Having served for many years on the executive of the Shield's Point Road Association I am very much aware of the countless hours volunteers work to organize road associations, collect dues, arrange for contractors to perform maintenance, and provide volunteer labour to ensure the roads remain in good repair. The volunteer efforts are absolutely essential to providing access to properties at a reasonable cost. By allowing commercial rentals in properties that are dependent upon private roads you will make the task of the Associations considerably more difficult and in particular will make it much more expensive for the Associations to operate. To illustrate, the Shield's Point Road Association in the past year voted to obtain liability insurance for the private road. If the road, which had heretofore only been used by resident members and their guests, was now going to be used by non resident renters with no connection to the lake or the Association then insurance was viewed as a necessity. The need to purchase insurance was one of the factors that led to a significant increase, over 100% more than in previous years, in the dues assessed this year against every member. While the township is being compensated by way of license fees for the rental operations, the individual private road Associations do not receive any compensation for the increased costs of providing access to the rental premises and these costs are significant. In my view the by law should either prohibit rentals accessed by private road or the revenue from the licensing of the rentals should be shared with the various road associations to offset their increased costs.

2. **In addition to the increased costs to private road associations there are broader concerns of liability.** It is clear that the township sought to insulate itself from any liability resulting from a failure to provide emergency services in a timely fashion by requiring the owners to post a disclaimer in the cottage where the rental relies on a private road. It is highly doubtful that such a disclaimer, which would only come to the renters attention after arrival after they have entered into a rental contract, I would legally insulate the township but more significantly it does absolutely nothing to protect the interests of the private road association. Delays in delivering emergency care could just as easily be blamed on the Association as the Township and it is simply unfair to expect private Associations to shoulder this liability without being indemnified by the Township which receives the licensing fees. For example, as the Township is aware McLaren Drive is not even built on the road allowance specified by the Township, a deviation which the Township has always tolerated, and crosses through private property. As a result McLaren Drive has been blocked off by one of the residents. I have personally witnessed the fire department erroneously attempting to access properties on Boody Road via McLaren Drive and being blocked where the road crosses onto private property. The fire truck, was required to turn around on the narrow cottage road and retrace its route back quite some distance to Shield's Point Road to gain access through another route which significantly delayed their response time. Unless the township is prepared to address these types of historical anomalies with the private access roads and provide indemnity to the private Associations then the requirement for posting a vague disclaimer in the rental property provides little to no comfort to the private Associations. Commercial rentals are simply incompatible with private road access.

2. While the by-laws do provide a framework for the operation of the rentals with respect to such issues as noise disruption, the number of tenants, septic concerns and other issues **I am concerned about the ability to enforce the regulations.** The only available mechanism for enforcement seems to be by complaint to the bylaw officers. As many of those violations are likely to occur either late in the day or on weekends when by law officers are unlikely to be available I am concerned that the township is being completely unrealistic about their ability to enforce the bylaws. There does not seem to be a mechanism for reporting violations, particularly after hours, so that concerns can be addressed in a timely fashion. **Unless the township is prepared to underwrite the costs of effective enforcement, by providing staff to respond to complaints, in a timely fashion then the regulatory framework is somewhat useless.** At the very least requiring that rentals must be for a minimum of one week would allow the issues to be addressed by the bylaw officers during regular working hours. Short term rentals over the course of a weekend will have been completed before the issues can ever be addressed by the by law officers without a significant expenditure by the township to provide proper enforcement around the clock seven days a week and on holidays. If the township is prepared to allow weekend rentals then enforcement must be provided by the Township during those periods.

3. **Finally I have concerns about the onus of proof.** The simplest way for an owner who wishes to rent out their property without complying with the by laws is to rent the property, accept a cash payment that leaves no paper trail, and then claim the "renters" are in fact "guests"" of the owner and therefor the rules for operating a rental don't apply. There should be a provision in the by law that once the owner obtains a license to operate a commercial rental that occupants of the premises, when the owner is not present, will be presumed to be commercial renters and the onus is on the owner to demonstrate otherwise. Otherwise **the township will face a very difficult evidentiary burden to prove that violations with respect to noise regulations, or the number of persons using the property, and other behaviour contrary to the bylaws was due to misconduct by regulated renters as opposed to unregulated guests of the owner.**

I appreciate that the proposed bylaw strives to recognize and protect the legitimate concerns of residents enjoying their own properties. I remain concerned however that commercial premises should not be operating where the only access is across private roads due to concerns about both increased costs and liability. Similarly I am concerned that while the by law provides for a system of penalties and fines to enforce the bylaw that the mechanics of how to implement enforcement are not addressed and realistically will require a real commitment on the part of the township, both financially and otherwise, to ensure compliance. I thank you for your consideration of these concerns.

Fwd: Short Term Rental By-law Comments

Nicky Kunkel <cao.clerk@bonfieldtownship.com>

Thu 6/20/2024 10:57 AM

To: Andrée Gagné <deputyclerk@bonfieldtownship.com>

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From: Suzanne Tessier [REDACTED]
Sent: Thursday, June 20, 2024 10:26:48 AM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Cc: Gilles Tessier [REDACTED]
Subject: Short Term Rental By-law Comments

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To Whom It May Concern:

We wanted to raise our voices on the new short term rental bylaw. We are glad that the municipality is taking this on as we know it is a problem in all municipalities across Canada. We can't ignore these rentals on the internet as they are happening all over.

We live at [REDACTED] on Lake Talon. We do have a couple of concerns.

1. Our properties are accessed by a private road and we are considered residential with limited services. Those of us who live here pay for the maintenance and upkeep of our private road. We understand that there are many circumstances, especially in the winter, that an ambulance or fire truck could not reach our properties. If you give a license of operation for a short term rental property on a road that the township does not maintain, the township could be held liable if an emergency occurs.
2. I would also like to see in the bylaw that the initial granting a license will be a **mandatory** physical inspection of the property. Many of the buildings on the lake were built as cottages at a time when physical inspections were limited and permits were not always applied for. My concern is mostly around septic systems and grey water getting into the lake.

I hope that our concerns can be addressed in your bylaw.

Sue and Gilles Tessier

We are the besieged owners of [REDACTED] in the town of Bonfield. We took possession of our cottage on May 5, 2021. We are in our mid and late 50's; we are both professionals and academics associated with a prestigious university. Amie is an obstetrician/gynecologist and Robin is a lawyer. We have 7 children between us, ranging from 23- 4 years old. We do not party, smoke or do drugs. We are, in essence, serious seekers of peace and solitude to help us manage our crazy jobs and our crazier kids. We are ex-Algonquin canoe trippers aged past sleeping on the ground; so, we bought a cottage as close as we could get to the wilderness, a cottage built from the logs and rocks drawn from the land upon which it was built. We both come from working class families who at times struggled to get food on the table. We have never owned a cottage, or an investment property. Robin's father died recently and as a legacy to him, we purchased this cottage as his gift to our children. We called it "Silent Moorings" after his winter home in Florida. It was supposed to be our happy place, our place of peace and reflections. Sadly, it has been a nightmare since June 7, 2021, a mere one month after we took possession, when Mrs. Preston our neighbour and one of the so called "good neighbours of Bonfield" attended unannounced at our cottage and confronted our cleaners demanding to know what we "were doing" with our cottage. There has rarely been a peaceful moment there for us since.

We have repeatedly been harassed, ostracised and intimidated by both of our direct neighbours for the so called 'crime', at least in their minds, of renting our cottage, while simultaneously complying with all of the bylaws and requirements that they do in order to reside peacefully in our community.

There are no words for the duress, stress and anguish this has caused us.

All we can do, absent having any of these complaints, is tell our story and raise concerns about the proposed short term rental bylaw.

We took possession of our cottage on May 5, 2021. We were one of eight offers; we paid far more than we wanted, but we wanted this cottage after many years of searching. We were probably stupid in hindsight. We knew when we purchased the cottage that we would have to rent it out because of the price war that we had engaged in; we paid way too much – we paid for a dream. We took the time during the offer period to consult our experts and were advised by both our realtor and our lawyer that we were allowed to rent it out. We subsequently closed the deal.

We consulted our lawyer in advance on renting and paid to ensure that we were legally permitted to rent our cottage. Despite that, and despite being in compliance with both moral and legal requirement to both rent and enjoy our cottage as good citizens, we have endured 3 years of harassment and intimidation – as have our family members, our children, our friends, and our renters,

We are very cautious in who we rent to; we turn down about 9/10 applications we receive to rent our property. While we need to ensure the financial security of our cottage, we are equally committed to preserving the peace and integrity of the community within which we reside. We are not renting to earn a profit, although we believe that would be a reasonable goal for some if done with integrity, we are renting to financially survive the times. We rent our cottage for about 6 weeks of the year; our cottage is empty about 38 weeks of the year. We have never received a complaint about our renters nor has the municipality. We are truly good neighbours in Bonfield.

Both of our direct neighbours are very social, we listen to their alcohol infused parties, loud music, cornhole games and loud noise often well into the night, especially Friday Saturday and Sunday nights and yet to date we have said nothing; they are happy and generally being reasonable. We are good, tolerant neighbours. [REDACTED] [REDACTED]; we endure constant noise from countless ATVs, snowmobiles, boats compounded by a factor of 20 guests for his constant, large parties. Still, we have never complained and worked on our tolerance instead.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED] There are countless people that rent their cottages, cabins and homes on Lake Talon, Lake Nippissing, and Trout Lake etc. There are less privileged, differently privileged, diverse groups of people out there renting their properties for a thousand reasons. WE believe that their voices, like [REDACTED] and like ours, are equally as important. Council cannot push this policy through without ensuring that ALL voices are heard, not just the wealth living in a mansion on the lake.

A transparent, community consultation process must undertaken to inform that decision, where the voices of many, not just the privileged, are reflected in whatever direction you take. That must include time built in between readings to ensure that the community is heard every step of the way.

Proposed By-Law

Key reflections on the Short-term rental bylaw 2024-41:

- How can Council approve restricting the number of nights rented to 150 when the public voted against it? Are non-renting land owners restricted to the number of nights they can have guests in their home per year? Is the township really prepared to enter the bedrooms of tax paying citizens and legislate the number of people that can sleep in a bedroom? Will you equally be in the bedrooms on non-renting taxpayers? Why are you creating a two tiered system of rights?
- Is it even legal to restrict and legislate “Singing and loud conversations”? our neighbours who do NOT rent - scream and shout and sing all the time at all hours– why would they be entitled to do this more so than any other occupant, regardless of whether they were owners or renters.
- Posting hosts personal information on the public township website is fraught with legal and privacy risks and opens the township up to a barrage of lawsuits. You will be placing lives at risk. You will be overwhelmed with legal issues if you proceed in this regard. It is also morally reprehensible.
- If you require hosts to provide the township with a list of guest’s names, we also believe you are assuming tremendous legal risks and establishing a Gilead-esque community in the Handmaid’s Tale. Will you be asking people for their names when they drive into the township ? will they have to register at the town-line so to speak? Is that really how we want to live as a society and how we want to be perceived the in the Province? You will be inviting a trucker-like protest occupation of people ready and willing to stand up for their rights.
- The public voted against having a licence for STRs -why would council then implement it? Why consult the community, if then to ignore the people and legislate against the community’s wishes?
- If you are requiring STRs to have a Septic Inspection, which the public also voted against – in the name of the best interests of the community, should not all land owners then have their septic systems inspected? How can you differentiate between the status of the occupants of the land when the issue is the risk of damage to the natural integrity of the land and waters; septic violations and septic risks are bad for the land and lakes regardless of whether they seep from land that is rented or land that is not rented.
- Why are you requiring a Building Inspection for taxpayers that rent their [roperty an dnnot for everybody – is the risk not the same?
- The proposed bylaw outlines a three tiered system of awarding licences; there is no legal argument that can defend trampling on the rights of one host over another. Council will be taking a very risky and volatile position of proceeding in this direction, one that will be challenged. At the very least, STRs that are already established, absent any significant complaint history ought to be grandfathered in regardless of what room or how many rooms they rent in their property. They are all taxpayers, equal under the law.

We are happy to meet and discuss are comments should that be helpful.

Robin Edwards and Amie Cullimore

Current owners, [REDACTED], Bonfield

June 20, 2024

TOWNSHIP OF BONFIELD COUNCIL

CORPORATION OF THE TOWNSHIP OF BONFIELD
365 HIGHWAY 531, BONFIELD ON P0H 1E0

Dear Council Members;

We are writing this letter to provide comments on the recent publication of the Draft Short Term Rental Licencing Bylaw (BY-LAW NUMBER 2024-41) and would like these comments considered by council in your upcoming meeting regarding Short Term rentals. While we do agree that there should be rules and regulations in place for this activity, we'd like to bring to your attention two areas in the draft that we feel should be strengthened and clarified.

- 1) Allow Short Term Rentals ONLY in areas serviced by PUBLIC roads and restrict them from operating in Residential Limited Service areas (RLS).

The issuing of licences in certain areas may not be consistent with the Development Principles of the Township and could potentially have a negative impact on the surrounding neighbourhood and developmentally sensitive areas. The area that we are concerned about is the designated lands in the township that are not serviced by public access roads. These limited areas are specifically designated as Residential Limited Service areas (RLS). Some of the Township Guiding Principles and Objectives of the Official Plan outlined on your website have been developed to:

- Protect natural and cultural heritage resources and area, surface water and ground water features
- Protect and preserve sensitive areas and important natural resources as well as fish, and wildlife areas and wetlands

The operation of a Short Term Rental business in the RLS environment is not consistent with the principles set out in the Official Plan.

The extra strain that increased traffic will have on private roads has a significant impact on the safety and security of the community and may also affect environmentally sensitive areas. On the private roads, the road maintenance is the responsibility of the local landowners for repair and maintenance and this is done at their expense. In most cases, these private roads are a single lane only and because they are not maintained by the township, local landowners maintain the private roads and keep them operationally for

their own use. Short Term Rental persons do not contribute to the physical work required to maintain the access. Added traffic from the rentals results in more work for the neighbours and community to maintain the road.

There is also the issue of access for services. Short Term Rentals that require access through private roads are not supported by sufficient local services required in the event of an emergency. Firstly, the private road is not always immediately passable during significant weather events such as high winds, rain and washouts or snow and sleet that is common in our climate. If emergency services like fire and EMS are called, they may not be able to get to the location in a timely manner. There is also the concern that a Short Term Rental in these RLS areas will host people who are not as familiar with the fire safety regulations as are the cottagers in the community. With limited services in these areas provided by the Township, we are urging you to restrict issuing licences in the RLS designated areas.

2) Increase the fines associated with contravention.

The fines outlined for contravention of the Bylaws are well articulated however, the amounts seem low for the impact that may be caused by a contravention. They do not seem high enough to be a real deterrent and we would suggest that you increase them significantly across the board to have the desired outcome of adherence to the Bylaw.

In summary, we are pleased to see progress with the rules and regulations around Short Term Rentals. Some edits, such as restricting operation of Short Term Rentals to only areas that are serviced by public roads and not allowing them to operate in RLS areas, and by increasing the fines associated with contraventions, will significantly help to avoid potential landowner conflicts. These edits would also be consistent with the principles outlined in the Official Plan.

Thank you for considering the items we have mentioned in the letter and feel free to contact us directly if you have any questions about this submission.

SINCERELY,

DAVID AND SUSAN MONTEMURRO

[REDACTED]
RUTHERGLEN,
TOWNSHIP OF BONFIELD
P0H2E0
EMAIL: [REDACTED]
CELL: [REDACTED]

Goodridge Goulet Planning & Surveying Ltd.

ONTARIO LAND SURVEYOR

LAND USE PLANNERS & DEVELOPMENT CONSULTANTS

June 19, 2024

Mayor & Council
Municipality of the Township of Bonfield
365 HWY 531
Bonfield, ON P0H 1E0

Dear members,

**Reference: Proposed By-Law Number 2024-42
Being a By-Law to Licence, Regulate & Govern
Travel Trailers and Recreational Vehicles in the Township of Bonfield**

On behalf of our client, Mr. Pat Kelly, thank you for the opportunity to make this submission with respect to the proposed above-noted by-law. I have had the opportunity to review the proposed by-law as well as the results of the surveys that were undertaken as part of the public consultation process.

Although both myself and Mr. Kelly support many of the objectives of the by-law, we do have concerns with particular reference to Mr. Kelly's situation where there currently exists two trailers on a relatively large parcel of land. I recognize that the issue of legal, non-compliance is open to debate and interpretation for Mr. Kelly's particular circumstance but the Planning Act provides the citizens of Ontario with protection under Section 34 (9) (a) (b) that by-laws passed under the jurisdiction of that Act will not apply to prevent the legal, non-conforming / legal, non-complying use. Section 164 of the Municipal Act appears to give the Municipality authority for just such an occurrence. Clearly there is a contradiction in the two Acts.

We propose that grand-fathering provisions be built into the proposed by-law to accommodate just such occurrences, particularly with respect to Sections 3.2, 3.9 and 3.15, in light of the Provincial guarantees written into Section 34 of the Planning Act.

Section 3.2 explicitly prohibits licencing of trailers on vacant land in any mixed zone, however, many properties zoned rural with lake frontage also have a portion of the shoreline zoned Hazard for flooding potential. Typically, these areas consist of only a small ribbon that does not materially affect the suitability of the lot for building and septic systems. This is true of Mr. Kelly's situation and, I assume, applies to a great many other people also. We request that this "mixed zone" clause be removed from the by-law. As Hazard land, your current zoning by-law prohibits any uses contemplated by this proposed by-law but does not prohibit any productive uses in the appropriately zoned portions of the property.

The survey results show great support for the use of trailers in your municipality. It is interesting to note that the responses to Question 17 indicate that a vast majority of the respondents (88%) do not own a trailer. The conclusion that I draw from this statistic is that they have no vested interest in the outcome and I personally, would assign more weight to their responses as being an honest, un-biased representation of public opinion.

Unit 1, 490 Main Street East, North Bay, ON P1B 1B5
Paul Goodridge, BSc, OLS, OLIP (705) 493-1770 paul.goodridge@ggpsltd.com
Don Goulet, Survey Consultant (705) 493-7974 don.goulet@ggpsltd.com

Reference: Pat Kelly

With the appropriate grandfathering clauses in place, we feel that the by-law will provide proper regulation of this land use while respecting the existing uses and rights of many of your citizens.

Sincerely,



Paul Goodridge

Your Worship and Councillors,

This letter is to state my concern and to oppose the proposed Draft RV/Trailer Bylaw 2024-42. I would ask that this be presented to Council for the June 25 Council Meeting. The reasons for my decision of opposing this By-Law is for the following reasons:

1. The by-law document itself is excessive;
2. It discriminates from people of other zoning;
3. A person can park their trailer on crown land beside a lake for 21 days without a septic system, etc. as there are other acceptable methods of disposal of waste and grey water, and is used on Crown Land without facilities throughout the Province.

How can a Municipality not allow the same on your own property that you pay taxes on whereby I could go down the road, and do the same scenario on Crown Land and not pay a cent. Just have my family enjoy!

Council, does this make common sense to you?

Respectfully submitted,

Gina Langlois

Andrée Gagné

To: Marci Dewey
Subject: RE: Council meeting Tuesday

From: Marci Dewey [REDACTED]
Sent: Thursday, June 13, 2024 2:49 PM
To: Nicky Kunkel <cao.clerk@bonfieldtownship.com>
Subject: Council meeting Tuesday

Hi Nicky

Would you mind sending this email to council.

I'm reaching out to let council know we are in full support of rv bilaw and short term rental bilaws that are being brought forward.

As council has heard alot from me about rvs on vaccant lots and we were not in favour of licensing.

I have waited a very long time for a council to be as transparent and do something to help our lakes from the pollution that has went on far too long in my area.

I think this is a fair balance that council is trying to achieve. I appreciate a council that is taking action in improvements to our community protecting our water and feeling heard as a homeowner. Council and staff have established rules and regulations and done it with respect to others.

Council and staff has done a great job in explaining process and procedures and have given very many many chances to hear from public.

We couldn't be happier with council and staff.

I hope moving forward that council supports staff in enforcement process after these bilaws pass. My expectations are very positive but I do believe it will be difficult for staff and rules only work when enforced and supported

Thankyou Marci

June 5 2024

To Mayor and Council for the twp of Bonfield my notes are from the minutes of the Corporate services committee meeting, May 2 2024

- 1 No Grandfathering there was no discussion a statement was said no Grandfathering. A discussion must have been had off camera. why did this come from the survey.
- 2 No trailers on waterfront, no discussion just implied. must have been discussed and agreed to off camera. (Did this come from the survey.)
- 3 30 metre front yard setback. Why are you making it different than for regular house setbacks. Is this from township maintained roads.
- 4 Decks being only allowed 5' wide, most trailers have awnings extending out 8' to 10' wide.
- 5 Education Process, Inform all people that are going to be affected, before bylaw is passed. There are many people that don't know what is happening.

6 Can the process for by-law changes be made easier.

The web site does not work very well hard to find info

7 Trailer length no longer than 9 metres, when did this come into effect, from Frequently asked questions, Printed May 18 2023.

8 When the Bylaw was changed from 90 day to 120 days no one was told at that meeting that you had to have a building, Every one at that meeting including Councillors assumed it was for vacant land.

Thank you for listening to my concerns'

Pat Kelly



PLANNING REPORT TO COUNCIL

DATE: June 25, 2024
TO: Mayor and Council
FROM: Ann Carr, Planning Administrator
SUBJECT: Purchase of Shoreline Road Allowance, **464 and 462 Shields Point Road**
Regan, Jack- File RA3/2024

PURPOSE: To approve "In Principle", with conditions, if applicable, the closure and disposition of the shoreline road allowance abutting the properties legally described as Concession 10 Part Lot 34, RP 36R-10855, Parts 1 and 3 Parcel 29141 and Concession 10 Part Lot 34 Plan NR 2051, Part 4 Parcel 22013, 462 and 464 Shields Point Road; to the abutting property owner, Jack Regan, and to deem the lands surplus to the needs of the Township.

APPLICABLE LAW:

The Municipal Act S.O. 2001 as amended, c.25 section 270(1) A municipality shall adopt and maintain policies with respect to the following matters; (1.1) Its sale and other disposition of land; (1.4) The circumstances in which the municipality shall provide notice to the public and, if notice is to be provided, the form, the manner and times notice shall be given; (1.5) The manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public.

The Township follows the Municipal Act in this respect with By-Law No. 2013-13; being a by-law to adopt policies and procedures for the closure and sale of shoreline road allowances; and By-law 2016-07 being a by-law to establish procedures for notices as required under the Municipal Act specifically Schedule "G" Procedures of Notice for the Sale of Municipal Lands.

These two by-laws along with the Official Plan Section 3.6 "Watercourses and Lakeshore Development" are the guiding principles to the sale and closure of shoreline road allowances in the Township of Bonfield.

EVALUATION OF THE APPLICATION WITH THE ABOVE POLICIES AND PROCEEDURES:

In accordance with our **Official Plan (O.P)**, (subsection 2. a. through to e. are also incorporated as policy in By-Law 2013-13)

3.6 Watercourses and Lakeshore Development

1. The original shoreline road allowances along lakes and rivers that fall within the jurisdiction of the Township of Bonfield may be considered for sale to adjacent landholders in accordance with the provisions of the Township's By-law to Adopt Policies and Procedures for the Closure and Sale of Shoreline Road Allowances. Shoreline road allowances may be closed by the municipality and sold to abutting owners only when it has been determined that other landowners will not be deprived of suitable alternative public access to the waterfront.

2. Council will not consider the sale of shoreline road allowances where:

- a. The allowance can be used for public waterfront recreational uses, public access, emergency access, public travel and portage, or other municipal purposes;
- b. The road allowance contains, abuts or provides access to significant fish habitat, wildlife habitat or other environmentally significant features;
- c. The road allowance contains or provides access to significant historical or cultural features;
- d. The road allowance is located in an area where future waterfront community development is likely to occur; or
- e. Council determines that reservation of a shoreline road allowance is in the public interest.

The proposed application is not located in an area of public access for recreational purposes, the shoreline road allowance does not abut fish habitat or wildlife habitat. The shoreline road allowance is within the development constraint zone and is protected by the North Bay Mattawa Conservation Authority and will require a DIA permit if future development is to occur. There is no public interest in the said lands as the adjacent owner is private land owned by Mr. Regan and both abutting neighbours have agreed and signed the Lot Line Extension Authorization forms.

Furthermore Section 5 of By-law 2013-13 provides that Council shall determine that the subject shoreline road allowance is surplus to the needs of the municipality; and that the shoreline roads allowance is not one which is to be reserved with the above Section 2 of the same By-law and Official Plan.

ANALYSIS:

The application meets the requirements of when not to sell shoreline road allowances apart from the development constraint zone that is regulated by the North Bay Mattawa Conservation Authority. By-law 2013-13 Section 3.6 further describes that lands that are subject to flooding and other hazards may be sold. However, any construction or placement of fill on these lands will be subject to the approval of the Minister of Natural Resources and /or where applicable the Conservation Authority.

COUNCIL CONSIDERATIONS:

Following the policies of the Township, the Council will determine the recommendation against the policies of by-law 2013-13 and Section 3.6 of the Official Plan.

1. Deem the land surplus to the needs of the municipality. Which has been determined through the process of evaluating the subject application against the Official Plan and the policies of By-Law 2013-13.
2. Accept in "principle" the purchase of the shoreline road allowance abutting properties, with conditions if applicable, the closure and disposition of the shoreline road allowance

abutting the properties legally described as Concession 10 Part Lot 34, RP 36R-10855, Parts 1 and 3 Parcel 29141 and Concession 10 Part Lot 34 Plan NR 2051, Part 4 Parcel 22013, Locally known as 462 and 464 Shields Point Road.

3. There is no premise when considering By-law 2013-13 and the Official Plan that would provide Council a reason not to accept the application in principle or deem the lands surplus to the municipality. However, the concept of approval in principle is to ensure the legal team reviews the proposal and conducts the necessary research to ensure there are no unknown considerations prior to Council passing the final bylaw approving the sale.

RECOMMENDATION:

WHEREAS Jack Regan has requested to purchase a portion of the Township's shoreline road allowance directly abutting the property located at 462 and 464 Shields Point Road Bonfield Ontario;

AND FURTHERMORE, that Council deems the lands surplus to the needs of the Township through evaluation following the policies and procedures in Section 3.6 of the Official Plan and By-law 2013-13;

AND WHEREAS the Council approves of the purchase of the shoreline road allowance abutting 462 and 464 Shields Point Road; in "principle" and that Planning Administrator proceed accordingly AND FURTHER in accordance with By-Law 2013-13, Jack Regan shall be responsible for all disbursements incurred by the Township and shall submit the required deposit prior to the commencement of legal work.

Respectfully,

I concur with this report,

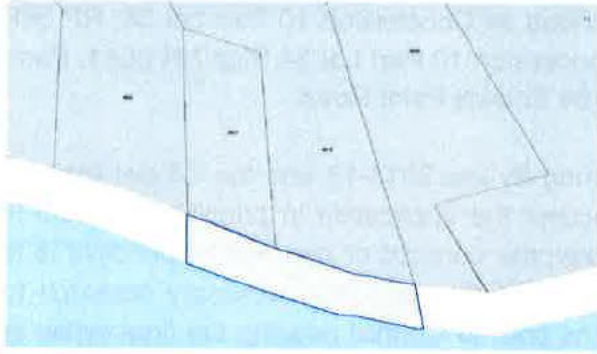


Ann Carr
Planning Administrator



Nicky Kunkel
CAO

Enclosures: Ariel Capture, Parcel Fabric



Purchase Request



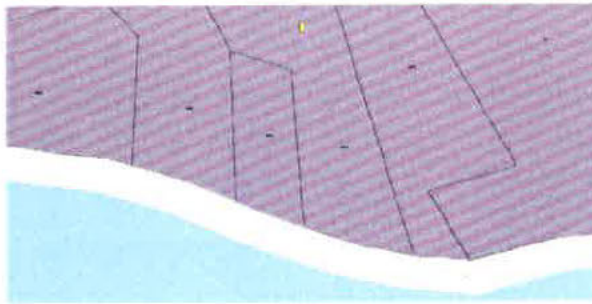
Aerial Imagery of Purchase Request



Residential Limited Services Zone



Development Constraint Zone



Official Plan Designation-Recreational



THE CORPORATION OF THE TOWNSHIP OF BONFIELD
EMERGENCY SERVICES COMMITTEE MEETING
June 17th, 2024

PRESENT: Steve Featherstone, Chair Donna Clark, Vice-Chair
 Dave Vieira, Deputy Fire Chief

STAFF PRESENT: Santana Chubb, Clerk

EXCUSED ABSENCE: Allan Reid, CEMC Kelly Serson, Fire Chief

1. Call to Order

Motion 1

Moved by Donna Clark
THAT this meeting be opened at 6:01 p.m.

Seconded by Dave Vieira

Carried Steve Featherstone

2. Adoption of Agenda

Motion 2

Moved by Dave Vieira
THAT the agenda for the Emergency Services Committee Meeting for June 17, 2024,
be approved as circulated.

Seconded by Donna Clark

Carried Steve Featherstone

3. Disclosure of Pecuniary Interest: None for this session

4. Adoption of Previous Minutes

Motion 3

Moved by Dave Vieira
THAT the minutes of the Emergency Services Committee Meeting held May 27, 2024,
be adopted as circulated.

Seconded by Donna Clark

Carried Steve Featherstone

5. Presentation & Delegations: None for this session

6. Staff Reports

6.a Report from Deputy Fire Chief regarding recent call reports.
The Deputy Fire Chief gave a brief report on recent operations and calls.
Personnel:
- Current total volunteer members: 23, 19 in operations, 3 on leave.

Calls:
From May 27 to current: total of 5 calls.

Emergency Services Committee Meeting, June 17th, 2024

- Attended 2 medical calls.
- Attended 2 hydro line down calls.
- Attended 1 grass fire.

6.b Report from Deputy Fire Chief regarding recent community involvement.
The Deputy Fire Chief reported on recent and upcoming community involvement.

Community Day:

- The volunteer fire fighters hosted an open house and provided goody bags which included fire prevention and educational materials.
- A fire extinguisher simulation training was set up for resident to learn and how to properly use a fire extinguisher and how to put out a fire.

Public Relations:

- The volunteers watered the rink to keep the dust down for the barrel race event hosted by the Agricultural Society.

Canada Day:

- The Fire Department will have a fire prevention booth set up at the Canada day event to educate the public.
- If there is a parade this year, planning will be made for participation.

6.c Report from Deputy Fire Chief regarding recent training.

- The volunteers have been going through pump training during their weekly training nights.
- On June 19th, the volunteers will be attending a Mobile Live Fire Training Unit in North Bay.

6.d Report from Fire Chief/Deputy Fire Chief regarding SCBA equipment.

The Deputy Fire Chief gave an update on the SCBA equipment and bunker gear.

SCBA equipment:

- The Bonfield Fire Department obtained some SCBA equipment from the Nipissing Fire Department to replace the outdated equipment that had become a safety concern.
- They received 14 certified and in service units.
- The equipment will have to be recertified in 2025.
- These 14 units can not be serviced. Once they break, they will no longer be used.
- New SCBA equipment has not been ordered as there is no room within the 2024 budget.

Bunker gear:

- Four bunker gear suits have been ordered, which was included in the 2024 budget.

7. Items for Committee Discussion

7.a Receive update on the final CRA.

- The final CRA was presented to Council and was passed. The final document has been sent off to the province.

7.b Receive and review update of the Fire Department assessment.

- Deferred to next meeting

7.c Discuss user fees for filling ponds.

The committee discussed creating a policy that would allow the Fire Department to fill residents' ponds and/or pools.

- The Deputy Fire Chief presented two draft policies.
- The Chair believes we should go forward with a policy permitting the Fire Department to fill ponds, but not pools as there are too many risks. The Vice-Chair believes both ponds and pools should not be permitted.
- Should a policy come into effect, user fees will be applied to the service for cost recovery.
- The filling of ponds would be done on Monday nights, during the Fire Department's weekly training and work nights to minimize additional costs.
- The draft policies will be presented to the CAO.
- The following motion was made:

Motion 4

Moved by Dave Vieira

Seconded by Steve Featherstone

THAT both water delivery policies are sent to the CAO, staff and legal to produce a report for Council on feasibility of water delivery service for ponds (excluding pools).

Carried Steve Featherstone

7.d Discuss fireworks for community events.

- Last year's Canada Day fireworks were moved to Labor Day due to a fire ban. Due to the community enjoying the change, this year's fireworks will be held on Labor Day once again.
- Currently the only volunteer available that is fully certified to put on the fireworks show is the Deputy Fire Chief. There are 4 other volunteers that are working on getting fully certified by attending firework events. A list of those volunteers will be provided to the Chair and Vice-Chair to help find opportunities to complete their certifications.

7.e Discuss Mobile Live Fire Training Unit.

The Deputy Fire Chief gave a brief description of a training session taking place this week for the volunteers.

- On June 19th, the volunteers will be attending a Live Fire Training Unit. This training will help the volunteers feel more comfortable when attending large fires.
- All surrounding municipalities will be attending.
- During the training, the pumper trucks will be filled with water and fully equipped, ready for any emergency if one occurs.

7.f Discuss training budget and training dummy.

- A training dummy was ordered at the end of 2023 but could not be processed till 2024. As a result, the purchase had to come out of the 2024 training budget instead. Because of this, the Fire Department has reached their spending limit for training for 2024.

- It was suggested to look at the possibility of placing the training dummy under small equipment instead of training. The Deputy Fire Chief will discuss it with the CAO.

8. Resolutions to be Considered for Council Recommendation: None for this session

9. Correspondence: None for this session

10. Closed Session: None for this session

11. Adjournment

Motion 5

Moved by Dave Vieira

THAT this meeting be adjourned at 6:36 p.m.

Seconded by Donna Clark

Carried Steve Featherstone

CHAIR

CLERK

Andrée Gagné

From: Mike Wilson [REDACTED]
Sent: June 17, 2024 1:45 PM
To: Nicky Kunkel
Cc: Steve Featherstone; Dan MacInnis; Donna Clark; Jason Corbett; Narry Paquette
Subject: Burning permit fee concern

Hello Nicky, hope you are well.

I would like to offer a couple comments regarding the proposed fire permit bylaw- particularly in regards to a simple campfire.

First, I am against a permit at all, I have read and understand, and currently comply with the existing bylaw, it is every homeowners responsibility to be familiar with the Municipal bylaws and burn accordingly, ignorance is not an excuse. If however, Council feels it is best to proceed with issuing permits- in the interest of public education and to reduce potential liability to the Town, then I would ask that the permit be free of cost.

I don't see a need to attach a monetary penalty to the permit for a campfire.

If a fee must be applied then I hope it is to be a nominal charge, and hopefully a one- time cost.

Unless the new bylaw were to have a significant change in the future- what is the need to re-educate a homeowner on a process they have already read and signed off on as having knowledge of, and having applied all the conditions to their property?

I realize some neighbouring municipalities charge a fairly substantial fee for a burning permit, but some also attach no charge at all.

Hoping you can find a suitable solution to this problem that satisfies Councils desire for a safer, better bylaw, along with the concerns of Bonfield's residents.

MJW

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD
BY-LAW NO. 2024-27**

**BEING A BY-LAW TO PROVIDE FOR THE
REGULATION OF OPEN-AIR BURNING
IN THE TOWNSHIP OF BONFIELD**

WHEREAS Council of the Corporation of the Township of Bonfield is empowered under section 7.1(1) (a) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, to pass by-laws regulating fire prevention, including the prevention of the spreading of fires;

AND WHEREAS Council of the Corporation of the Township of Bonfield is empowered under section 7.1(1) (b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, to pass by-laws regulating the setting of open air fires, including establishing the times during which open air fires may be set;

AND WHEREAS O. Reg 213/07: Fire Code, under the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, Division B Part 2 section 2.4.4.4. (1)(a) and (1)(b) defines regulations for Open Air Burning;

AND WHEREAS Council of the Corporation of the Township of Bonfield is empowered under section 128 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, to pass by-laws to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes Council to recover the costs incurred in doing any such matter or thing as required by by-law, in default of it not being done by the person directed or required to do it;

AND WHEREAS section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes Council to pass by-laws for the imposition and collection of fees or charges for services or activities provided by the municipality;

NOW THEREFORE the Council of the Corporation of the Township of Bonfield enacts as follows:

1. Definitions for the purpose of this By-Law:

1.0 Adverse Effect includes:

- a) impairment of the quality of the natural environment for any use that can be made of it caused by uncontrolled fire damage;
- b) injury or damage to property or to plant or animal life caused by carelessness;
- c) harm or material discomfort to any person caused by the burning of prohibited materials;
- d) an adverse effect on the health of any person;
- e) impairment of the safety of any person;
- f) rendering any property or plant or animal life unfit for human use;
- g) intentional causing of loss of enjoyment of normal use of property;
- h) interference with the normal conduct of business;
- i) nuisances including, but not limited to, excessive smoke, odour, dust, airborne sparks, and embers to such an extent or degree so as to cause discomfort to persons in the immediate areas; and
- j) reduced visibility on highways, roadways and railways.

1.1 Barbeque means a portable or fixed device designed and intended solely for the cooking of food in the open air, including a wood burning barbeque, or a smoker, but does not include burn barrels, fire pits, outdoor fireplaces or campfires;

1.2 Brush Pile Fire shall mean an Open Air Fire, having a maximum fuel size of 1.8 meters x 1.8 meters x 1.8 meters in height (6' feet x 6' feet x 6' feet), that is set and maintained for the sole purpose of burning piled wood, brush or leaves.

- 1.3 Burn Barrel or Solid Waste Barrel Burner** means a steel drum or barrel used for burning wood waste and paper product.
- 1.4 Campfire** shall mean an "Open Air Burn", where the size of burn area (containing all burning and burnt materials) does not exceed a maximum fuel volume of 1 metre x 1 metre x 1 metre height (3.3 feet x 3.3 feet x 3.3 feet), that is set and maintained solely for the purposes of cooking food, providing warmth or recreational enjoyment and where:
- a) The site of the fire is bare rock or sand or other non-combustible material;
 - b) The fire is at least 6 meters (20 feet) from any flammable material;
 - c) The space above the fire is at least 4 metres (13 feet) from vegetation;
 - d) The flame length does not exceed 1 metre (3.3 feet) in height and 1 metre (3.3 feet) in diameter and;
 - e) Supervised by a competent person at all times.
- 1.5 Campground** shall mean an approved area of land, owned and operated by a person and/or landowner that contains campsites for the purpose of overnight accommodations for tents and trailer and motorhomes in exchange for monetary payment.
- 1.6 Chief Fire Official** means the local municipal Chief Fire Official as defined in the Ontario Fire Code (O. Reg. 213/07).
- 1.7 Clean Dry Wood** means firewood and wood waste that has been allowed to dry. *Note: "dry" refers to moisture content less than 20 per cent.*
- 1.8 Cooking Fire** shall mean any open air fire that is used for the purpose of cooking food and shall follow the regulations of a campfire.
- 1.9 Council** shall mean the elected Council of the Corporation of the Township of Bonfield
- 1.10 Dangerous Condition means:**
- a) A lack of precipitation which, in the opinion of the Fire Chief or their "Designate", increases the risk of the spread of fire;
 - b) Winds which in the opinion of the Fire Chief or their "Designate" increases the risk of spread of fire;
 - c) The issuance, by the Fire Chief, Fire Marshall, or other fire officials in the exercise of their statutory powers, of a fire ban or prohibition against any and all "Open Air Fires"; or,
 - d) Any other condition declared by the Fire Chief or their designate to be a dangerous condition from time to time, which increases the risk of the spread of fire.
- 1.11 Designate** means an individual acting in place of the "Fire Chief" in the event that he/she is unavailable.
- 1.12 Fire Chief** means the Fire Chief of Bonfield Fire & Emergency Services appointed as such by municipal by-law and includes his or her designate.
- 1.13 Fire Department** means Bonfield Fire & Emergency Services or any fire department under contract or agreement to provide service to the Township of Bonfield.
- 1.14 Fire Season** means the period from the 1st day of April through the 31st day of October as defined in the Forest Fires Prevention Act.
- 1.15 Household Waste** for the purposes of this by-law means combustible material such as plastics, polyethylene terephthalate (PET), paints, oils, solvents, rubber, insulation, batteries, acids, polystyrenes (Styrofoam), pressure treated or painted lumber, tires, upholstered furniture, synthetic fabrics, diapers, hazardous wastes and other materials as defined in the Environmental Protection Act and all other similar and like materials but **shall not include** untreated wood and wood fibre products such as unlamated paper and cardboard and boxboard, brush and leaves.
- 1.16 Incinerator Fire** shall mean a fire set in a container designed for Incineration purposes and constructed completely of non-combustible material that is placed atop not less than 4 cm (2 inches) of sand or mineral soil extending not less than 60 cm (24 inches) beyond its perimeter, and having a maximum volume of 202 litres (55 gallon) and an outlet or exhaust opening covered by a screen having a mesh of not more than 7 mm (1/4 inch).

- 1.17 Municipality** shall mean the Corporation of the Township of Bonfield.
- 1.18 Municipal Authority** means the local municipality, Municipal By-Law Enforcement Officer, and/or Fire Prevention Officer or a person designated by the local municipality to issue permits and authorizations for enforcement of Open Air Burning, Wood-Burning Appliances, or Outdoor Fireplace Units.
- 1.19 Off Season** means that period from the 1st day of November of one year to the 31st day of March the following year with no time restrictions for open air burning, unless designated by the Fire Chief or their Designate.
- 1.20 Ontario Fire Code** shall mean O.Reg. 213/07 made under the Fire Protection and Prevention Act, S.O. 1997, C.4, as amended.
- 1.21 Open Burning or Open-Air Burning** means any fire or burning practice that is conducted outside a building including but not limited to bonfires, fires in burn barrels, outdoor recreational fireplaces, construction site and demolition site fires, but does not include the following:
- a) an appliance which is fueled by natural gas, propane, charcoal, briquettes, including but not limited to a manufactured or non-manufactured barbeque, fireplace or fire pit
 - b) campfires for the purpose of essential cooking or warmth;
 - c) burning of materials for fire suppression training, testing of fire fighting equipment or law enforcement purposes.
- 1.22 Outdoor Fireplace Unit or Recreational Fireplace Unit** means a: manufactured wood-burning appliance, site-built masonry fireplace, fire pit, chimeneas, clay or metal fireplaces, portable wood-burning devices used for outdoor recreation or heating, or other enclosed containers that are used outdoors and that are not fueled by natural gas or propane and are designed to hold a small fire, not exceeding one (1) metre (3.3 feet) in any direction; but does not include pellet fueled barbeques or 'wood-waste' combustors defined under O. Reg. 347/90.
- 1.23 Owner** means the person who owns the property on which an Outdoor Fireplace Unit is installed, or the person who owns the property on which Open Air Burning is conducted or the person responsible for conducting the Open Air Burning.
- 1.24 Permit** shall mean a permit issued by the Municipal Office or Municipality selected agencies, the Fire Chief or their designates, signifying permission to set, maintain or allow to be set an "Open Air Burn" and establishing the conditions under which the permission is granted from the 1st day of April to the 31st day of October in the same year in the form attached as Schedule "A" hereto.
- 1.25 Person** shall mean any individual, association, firm, partnership, corporation, agent or trustee and their heirs, executors, or other legal representatives thereof.
- 1.26 Prescribed Burning** is the deliberate, planned and knowledgeable application of fire by authorized personnel and only in accordance with Ministry of Natural Resources legislation, policy and guidelines to a specific land area to accomplish pre-determined forest management or other land use objectives.
- 1.27 Prohibited Materials** includes "Household Waste", rubber or rubber products, plastic or plastic products, and waste petroleum products and any material or materials which are prohibited by the Environmental Protection Act, R.S.O. 1990, as amended.
- 1.28 Restricted Fire Zone or RFZ** is an Order made by the Ministry of Natural Resources under the Forest Fires Prevention Act that restricts the use of open air fires in a specific area of the province. It is used when the fire hazard is extreme and/or when firefighting resources are stretched to capacity.
- 1.29 Restricted Fire Zones** are regions defined by O. Reg. 207/96, where the Ontario Ministry of Natural Resources retains the right to restrict all fires.
- 1.30 Sensitive Receptor** may include a childcare facility, healthcare facility, a senior citizens' residence, long-term care facility, educational facility, environmentally sensitive area, or other place where smoke may have a greater risk to health or the environment.
- 1.31 Total Burn Ban** shall mean absolutely no open burning within the municipality put in place by

the Fire Chief or designate which shall prohibit the setting or maintaining of any type of fire, including open air fires, burn barrels, wood burning barbeques, fire pits, outdoor fireplaces, and the discharging of fireworks.

1.32 Waste includes garbage or refuse materials from residential, commercial, agricultural, industrial or institutional establishment.

1.33 Windrow means “open air burning” where the size of the material to be burned does not exceed 15 metres (49 feet) in length, 5 metres (16 feet) in width and 1.5 metres (5 feet) in height and that is set and maintained solely for the purposes of burning vegetable matter or vegetation of farm lands as part of normal farm practices or for clearing land.

1.34 Wood waste means, tree trunks, tree branches, brush, or wood products that do not contain:

- a) chromated copper arsenate, ammoniacal copper arsenate, pentachlorophenol, creosote, pesticides, or paint;
- b) easily removable hardware, fittings and attachments, unless they are predominantly wood or cellulose;
- c) plywood or composite wood products containing varnish or glue;
- d) an upholstered article; or
- e) an article to which a rigid surface treatment is affixed or adhered, unless the rigid surface treatment is predominantly wood or cellulose.

2. GENERAL REGULATIONS

2.0 No “Owner” or “Person” being the owner or tenant in possession of lands within the “Municipality” shall conduct “Open Air Burning” on such lands unless a “Permit” has been issued in respect of such “Open Air Burning”.

2.1 Notwithstanding any provisions herein, no “Owner” or “Person” shall set or maintain a fire:

- a) In contravention of the “Ontario Fire Code”, the Environmental Protection Act, the Forest Fire Prevention Act, or any other statutory requirements of the Province of Ontario or the Government of Canada;
- b) Containing “Prohibited Materials”;
- c) In any park owned or operated by the “Municipality” without the written permission of the “Municipality”;
- d) At a distance less than 6 meters (20 feet) from any building, structure, hedge, fence, vehicular roadway of any kind or nature, or overhead wiring or any property line unless otherwise defined under this section;
- e) At a distance of less than 6 meters (20 feet) from any object or material which has the potential to ignite unless otherwise defined under this section;
- f) Unless the “Owner” to whom the “Permit” has been issued or such other “Person” as may be designated in the “Permit”, is in attendance at the fire in a responsible and supervisory capacity at all times until such fire has been completely extinguished;
- g) In any outdoor fireplace or any other burning appliance or container unless same complies with the requirements contained within Schedule “A” attached hereto;
- h) Burn any allowed material without obtaining and having on their person a valid “Open Air Burning Permit” for those types of “Open Air Burning” requiring one;
- i) Which does not meet the description and distances as defined for a “Campfire” or “Cooking Fire” and without having obtained an “Open Air Burn Permit”; and,
- j) When a “Total Burn Ban” or “Restricted Fire Zone” has been declared and put in place by the “Fire Chief” or their “Designate” or the Province of Ontario.

2.2 No “Open Air Burning” shall be commenced or maintained when the wind is above 20 km/h or in such a direction or intensity or to cause any or all of the following:

- a) The possible spread of the fire beyond the approved burn site;
- b) A decrease in the visibility on any highway, roadway or railway;
- c) Any odour to such an extent or degree so as to cause discomfort to the persons in the immediate areas;
- d) Excessive smoke or any other “Adverse Effect”; or,
- e) Any “Dangerous Condition” Amendment.

- 2.3 No "Open Air Burning" shall be commenced or maintained when weather conditions prevent the ready dispersion of smoke.
- 2.4 No "Open Air Burning" shall be commenced or maintained without the presence of sufficient suppression or extinguishing equipment near the fire.
- 2.5 No "Permit" shall be required for domestic barbeques used for the purpose of cooking food on a grill and extinguished immediately upon completion of its use to cook.
- 2.6 No "Owner" or "Person" shall set fire to, ignite, or otherwise burn any materials in a "Campfire or Cooking Fire" with a combined size of greater than 1 meters x 1 meters x 1 meters (3 feet wide x 3 feet long x 3 feet high).
- 2.7 No "Owner" or "Person" shall set fire to, ignite, or otherwise burn any materials in a "Brush Pile Fire" with a combined size of greater than 1.8 metres x 1.8 metres x 1.8 metres (6 feet wide x 6 feet long x 6 feet high) without written approval of the "Fire Chief" or their "Designate".
- 2.8 No "Owner" or "Person" shall set fire or cause to be burned more than one "Open Air Burn" at any one time, without the written approval of the "Fire Chief" or their "Designate".
- 2.9 No "Owner" or "Person" shall burn any grass, hay, straw or standing material where such "Open Air Burning" or "Windrow" has a leading edge greater than 15 metres (49 feet) in length, 5 metres (16 feet) in width and 1.5 metres (5 feet) in height and where sufficient persons and other resources are not available to contain the said fire to a leading edge of 15 metres (49 feet).
- 2.10 No "Owner" or "Person" shall burn any "Windrow" during the fire season, during any dangerous conditions, or if advised by the "Fire Chief" or their "Designate".

3. ISSUANCE OF PERMIT

- 3.0 A "Open Air Burn Permit" shall be valid for:
 - a) "Campfire" or "Cooking Fire" for the entire duration of Fire Season.
 - b) "Brush Pile Fire" for a period of four days.
 - c) "Windrow" Fire for a period of four days.
- 3.1 The issuance of a "Permit" may require the prior inspection of the proposed burn site by the "Fire Chief" or their "Designate".
- 3.2 "Permit" fees shall be as stated in the relevant Fire User Fee By-law or any successor of said By-law. The Fee remains the same regardless of the date of purchase within the year.
- 3.3 In applying for a "Permit", no "Owner" shall furnish false or misleading information.
- 3.4 The "Owner" shall be responsible to ensure that the regulations within this By-law are adhered to. In delegating any "Person" the right for an "Open Air Burn" on the property does not relinquish any responsibility.
- 3.5 "Permit(s)" may be obtained from the "Township" of Bonfield office or the "Fire Chief" or other municipally designated location or method.
- 3.6 No "Permit" shall be considered valid until the "Owner" granted the "Permit" has validated the "Permit" by reading and signing the terms and conditions of the permit.
- 3.7 No "Permit" is required for "Open Air Burning" consisting of a "Camp Fire" or "Cooking Fire" as defined and maintained by definition, in an organized campground and only if the campground owner/operator decides it is safe to do so. In these situations, strict campfire rules must be adhered to. The campground owner/operator will provide the tenant with the rules when campfires are allowed. Municipal or Provincial Fire Ban shall prevail. The Owner of the campground shall pay the annual fire permit fee for the property.
- 3.8 It is the responsibility of the "Owner" granted a "Permit" to check and monitor burning conditions; this can be done in part by contacting the Fire Department, or the Municipal Office or Municipal website at www.bonfieldtownship.com.
- 3.9 It is the responsibility of the "Owner" who is burning to have easily accessible to them the "Permit" which they were issued for inspection by the "Fire Chief" or their "Designate", "By-

law Enforcement” or the Police.

- 3.10** In any prosecution under a provision of this by-law that requires a “Permit”, the onus is on the “Owner” charged to prove that the “Owner” had a “Permit” at the time the offense is alleged to have been committed.
- 3.11** “Permit” holders shall indemnify and save harmless the Corporation of the Township of Bonfield and its employees from any and all claims, demands, causes of action, costs or damages that the Municipality may suffer, incur or be liable for resulting from the “Open Air Burning” as set out in this by-law, whether with or without negligence on the part of the “Permit Holder”, the “Permit Holder’s” employees, directors, contractors and agents.

4. GENERAL PROVISIONS

- 4.0** During the “Fire Season”, “Open Air Burning” shall only be permitted:
- a) Buring between the hours of 5:00 pm in the evening and be extinguished no later than 7:00 am the following day or earlier, shall only be permitted when the fire rating is Moderate or Low. Under any other fire rating (High or Extreme) burning shall commence at 7:00 pm in the evening and be extinguished no later than 7:00 am the following day or earlier.
- 4.1** During the “Off Season” all burning shall be in compliance with this by-law with the exception of Section 4.0.
- 4.2** The “Fire Season” and “Off Season” are subject to change at the discretion of the Fire Chief or their “Designate” in the event of “Dangerous Conditions”, in the event of “Adverse Effects” or otherwise stated by the Ministry of Natural Resources in the event of a “Total Burn Ban”.
- 4.3** The time indicated for no burning does not apply to a “Cooking Fire” as defined.
- 4.4** All “Owners” setting an open-air fire shall ensure a “Permit” has been issued prior to the setting any fire.
- 4.5** “Brush Pile Fires” and “Windrow” fires shall require a “Permit” and prior approval of the “Fire Chief” or “Designate” for specific dates of burn. No “Brush Pile Fire” or “Windrow” Fire shall be set during a High or Extreme Fire Rating.

5. LEVELS OF FIRE BAN OR RESTRICTED FIRE ZONE

- 5.0** “Total Burn Ban” or “Restricted Fire Zone” shall mean absolutely no “Open Air Burning” including “Campfires” or “Cooking Fires” or charcoal barbecues but does not include the use of cooking or heating equipment which is equipped with a shut off mechanism.
- 5.1** “Total Burn Ban” status or the need for a “Total Burn Ban”, will be assessed on a daily basis by the Fire Chief or their designate.
- 5.2** When the “Fire Chief” or their “Designate” orders a “Total Burn Ban” be put in effect, they will notify the Clerk who will then notify Council and the media.

6. ADMINISTRATION AND ENFORCEMENT

- 6.0** This by-law shall be administered and enforced by the “By-Law Enforcement Officer” and/or the “Fire Chief” or their “Designate” of the “Township” of Bonfield.
- 6.1** This By-law shall apply to all lands within the geographical limits of the Township of Bonfield.
- 6.2** The “Fire Chief” or their “Designate” may, at any time, in the exercise of his or her sole discretion, issue a “Total Burn Ban”, effective for a specified period of time, prohibiting the setting of any and all “Open Air Burns” within any area of the entire “Municipality”.
- 6.3** Notwithstanding section 2 of this by-law, the “Fire Chief” or their “Designate” may revoke any or all “Permits”, or refuse to issue “Permits” where, in the opinion of the “Fire Chief” or their “Designate”, that:
- a) The ability to control the fire is hampered by the existence of a “Dangerous Condition”, which exists on or in the proximity of the proposed “Open Air Burning” site; or,

b) A "Owner" fails to comply with any part of this by-law.

6.4 Any "Owner" or "Person" who fails to comply with the provisions of this By-law, or who fails to properly supervise and maintain a fire, or who fails to extinguish a fire once notification to do so has been given to him by the "Fire Chief" or their "Designate", shall be liable and accountable for all costs for the fire, including fire fighters time, fire trucks and any other fire equipment may enter upon the land where the fire is burning to extinguish the fire or until it is extinguished.

6.5 In addition to any penalty provided for herein, upon the Fire Department attending to extinguish the fire, whether it has since been extinguished or not, the owner will be responsible to pay any and all fees. The fee shall be determined the Fire Chief based on the actual costs incurred. Rates shall be as set in Schedule "B".

6.6 Such expenses shall be equally chargeable in the event that a deliberately set fire burns out of control, such that the services of the Bonfield Fire & Emergency Services are necessary.

6.7 Any costs chargeable to any "Owner" pursuant to section 6.4 hereof shall be invoiced to the "Owner" and paid to the "Municipality" within sixty (60) days of the date of such invoice, failing which the costs may be deemed to be municipal taxes and added by the Clerk of the "Municipality" to the collector's roll and collected in the same manner and with the same priority as municipal taxes.

7. OFFENCES AND PENALTY

7.0 In addition to any other penalty prescribed by this by-law, any "Owner" and/or "Person" who contravenes any provision of this by-law is guilty of an offence and is liable to a fine or penalty for each offence established pursuant to the *Provincial Offences Act*.

7.1 The set fines for an offence under the By-law are set out on Schedule "C" forming an integral part of this by-law.

8. SCHEDULES AND SEVERABILITY

8.0 Schedule "A" Permit for "Open Air Burning" attached to this by-law shall form an integral part of this by-law.

8.1 Schedule "B" Cost of Fire Department Services, attached to this by-law shall form an integral part of this by-law.

8.2 If any provision, section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, sections or words.

8.3 Any "Owner" billed for services as a result of violation of the provisions of this by-law may make submissions to "Council" with respect to having the costs invoice reduced or rescinded.

8.4 This by-law may be referred to as the "Open Air Burning By-Law".

9. REPEALS

9.0 The Council of the Corporation of the Township of Bonfield hereby repeals By-law No. 2012-19.

10. EFFECTIVE DATE

10.0 This by-law shall come into effect upon third reading and passing thereof.

**READ A FIRST AND SECOND TIME THIS 11TH DAY OF JUNE, 2024;
READ A THIRD TIME AND FINALLY PASSED THIS 25TH DAY OF JUNE 2024.**

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD
BY-LAW NO. 2024-27
OPEN AIR BURNING IN THE TOWNSHIP OF BONFIELD**

**Schedule "A" to By-Law No. 2024-27
CONDITIONAL PERMIT FOR "OPEN AIR BURNING"**

This Permit is valid until the 31st Day of October 20____. Date of Application____/____/20__

Property Information

Applicant's Name:	<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant <small>(written permission enclosed)</small>
Property Full Address:	<input type="checkbox"/> Burn Site	
Applicant's Phone number:	Email:	
Registered Property Owners Name:		
Registered Property Owners mailing address (if different):		
Other authorized supervisors for property:		

Fire Information

Application is for a	<input type="checkbox"/> Campfire, cooking fire, or an Incinerator Fire <small>See section 4 of By-law 2024-27 for times and conditions</small>		
	<input type="checkbox"/> Brush	Specific Dates (4 days):	
	<input type="checkbox"/> Windrow	Specific Dates (4 days):	
	Fire Chief or Designate initials:		

The Applicant acknowledges that this permit is issued subject to By-law 2024-27 and the following highlighted conditions:

1. The applicant acknowledges having fully read and understood By-Law 2024-27.
2. This Permit shall be in effect from the date of application to the last day of October of the same calendar year, unless otherwise specified.
3. This Permit shall be kept at the site of the Open Air Burning and be produced upon request from the Fire Department or authorized authorities.
4. It is the responsibility of the person issued the permit to check and monitor burning conditions as well as to ensure a "Total Burn Ban" is not in place. Visit www.bonfieldtownship.com.
5. The person issued the permit shall have at the location of the open air burning at all times a competent person and enough water and equipment to completely control and extinguish the fire. Required: *Shovel and rake and *water or garden hose
6. The fire shall be fully extinguished prior to leaving any fire unattended.
7. During the "Fire Season", "Open Air Burning" shall only be permitted:
 - A. When Fire Rating is set to Low or Moderate – between the hours of 5:00 p.m. in the evening and extinguished not later than 7:00 a.m. the following day or earlier.
 - B. When Fire Rating is set to High and Extreme– between the hours of 7:00 p.m. in the evening and extinguished not later than 7:00 a.m. the following day or earlier.

- By Checking this box, you acknowledge and agree to the Terms and Conditions of this permit and By-law 2024-27 to conduct an open-air burn.
- I am the registered property owner and hereby authorize the applicant who is _____ to conduct an open-air burn in adherence to the Terms and Conditions and By-law on my property.
- I understand and agree to indemnify the Township of any responsibility and liability in my conducting of an open-air burn.

Signature of applicant: _____

IN CASE OF EMERGENCY - CALL 911

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD
BY-LAW NO. 2024-27
BEING A BY-LAW TO PROVIDE FOR THE REGULATION OF
OPEN AIR BURNING IN THE TOWNSHIP OF BONFIELD**

Schedule "B" to By-Law No. 2024-27

COST OF FIRE DEPARTMENT SERVICES

The expenses for which the "Owner" may be liable, cover the cost of sufficient personnel and equipment required to control a fire, as referred to on Schedule A to By-Law No. 2024-25 and such costs have been deemed as being:

1. Current MTO rates per vehicle for the first hour or part thereof.
2. Half the current MTO rates per vehicle for each subsequent half hour or part thereof.
3. Cost of personnel per MNRF rates.

Rates shall be calculated from the initial dispatch of the fire department or any fire department under contract or agreement, until such time as each vehicle is back in service (defined as when the vehicle is back at the fire station and has been replenished with the requirements for the unit to respond to the next activation).

These fees are in addition to any fines or penalties established elsewhere, in accordance with this by-law.

Costs will be invoiced by the Township of Bonfield and will be due sixty (60) days from the date of invoice

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD
BY-LAW NO. 2024-27
BEING A BY-LAW TO PROVIDE FOR THE REGULATION OF
OPEN AIR BURNING IN THE TOWNSHIP OF BONFIELD**

**Schedule “C” to By-Law No. 2024-27
PART 1 PROVINCIAL OFFENCES ACT**

ITEM	Column 1	Column 2	Column 3
	Short Form Wording	Provision creating or defining offence	Set Fine
1.	Burn without a valid Permit	2.0	300.00
2.	Failure to supervise / control fire	2.1(f)	500.00
3.	Burn prohibited materials	2.1(b)	500.00
4.	Burn on Municipal Property	2.1(c)	500.00
5.	Burn within six (6) meters of a structure	2.1(d)	300.00
6.	Burn within six (6) meters of ignitable material	2.1(e)	300.00
7.	Burn Brush Fire in excess of 1.8 meters	2.6	300.00
8.	Burn Windrow Fire in excess of 15 meter	2.9	300.00
9.	Burn Campfire or Cooking Fire in excess of 1 meter	2.6	300.00
10.	Burn more than one pile/fire at a time	2.7	500.00
11.	Burn during a Fire Ban		750.00
12.	Burn outside permitted times in low or moderate rating	4.0.1	300.00
13.	Burn outside permitted times in high or extreme rating	4.0.1	500.00
14.	Failure to have adequate extinguishing equipment	2.4	300.00

NOTE:

The Penalty Provision for the offences indicated above is Section 7 of By-law 2024-27, a certified copy of which will be filed upon adoption.

Set fine schedule subject to the approval of the Ministry of the Attorney General

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2024-25

**BEING A BY-LAW TO PROVIDE FOR FIRE DEPARTMENT FEES
CHARGED BY THE CORPORATION OF THE TOWNSHIP OF BONFIELD**

WHEREAS the Council of the Corporation of the Township of Bonfield may pass by-laws establishing and requiring the payment of fees for information, services, activities and use of the Municipality's property;

AND WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c.25 as amended, provides for a municipality to pass by-laws imposing fees or charges on persons for services and activities provided or done by or on behalf of it, for cost payable by it for services or activities provided or done by or on behalf of any other municipality or local board, and for the use of its property including property under its control;

NOW THEREFORE the Council of the Corporation of the Township of Bonfield enacts as follows:

1. That this By-law be cited as the "Fire Department Fees and Charges By-Law"
2. That the fees set out in Schedule "A" attached to and forming part of this by-law shall be charged for licenses, permits, services and documents listed therein;
3. That if the provisions of this by-law conflict with any other by-law of the Corporation heretofore passed then the provision of this by-law shall prevail;
4. That any schedule of this By-law can be amended by resolution or by-law of Council and that the amended schedule shall form part of and be included in the Fees and Charges By-law.
5. That all fees and charges are due and payable at the time the service is provided. If the fees and charges or any portion thereof remain unpaid 30 days from the date of invoicing, interest at the rate of 1.25% shall be charged, and again on the first of each month thereafter until the account is paid in full.
6. That all fees and charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Bonfield owned by such person or persons and may be collected in the same manner as taxes.
7. That HST will be charged where applicable.
8. That this by-law shall come into force on the final passing of the Open-Air Burning Permit in June 2024.
9. That any previous By-law or User Fee outlined in a by-law be hereby repealed.

READ A FIRST AND SECOND TIME ON APRIL 9, 2024 AND

READ A THIRD TIME THIS 25th DAY OF JUNE, 2024.

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW 2024-25

SCHEDULE "A"

1. Open Air Burn Permit Fees

A. Campfire, Incinerator Fire Annual Permit	\$10.00
B. Commercial Campground Annual Permit	\$50.00
C. Special Burn Permit (Brush Pile or Windrow)	\$50.00
D. Penalty for Burning Without a permit	\$300.00

2. Cost of Fire Department Services

A. Call out to fires not in compliance with Open Air Burn By-law	Fire Call Rates
B. Inspection Fees	
I. Commercial and Industrial Inspections	\$150.00
II. Home Occupation	\$100.00
III. Propane Storage and Handling (includes report)	\$150.00
IV. Woodstoves – existing	\$ 50.00
C. Administrative Fees	
I. Letters of Compliance, Fire Reports	\$50.00
II. Plans Review/Examination	\$50.00
III. Plans Re-Examination, per occurrence	\$30.00
D. Non-Emergency Services	
I. Fire Apparatus Standby	Fire Call Rates
Non-profit community organizations exempt from fees.	
II. Fire Watch Fees	MNRF Rates
III. Use of heavy machinery with operator for clean up	\$140.00/hour
IV. All other non-urgent Fire Services	At cost
E. Emergency Response / Fire Call Rate	

The expenses for which the person/agency responsible or the property owner of a property where an emergency response was required may be liable, to cover the cost of sufficient personnel and equipment required to execute response, including but limited to Emergency Response on roadways, waterways, railways, such costs have been deemed as being:

- I. Current MTO rates per vehicle for the first hour or part thereof, as amended from time to time
- II. Half the current MTO rates per vehicle for each subsequent half hour or part thereof
- III. Cost of personnel per MNRF rates

Rates shall be calculated from the initial dispatch of the fire department or any fire department under contract or agreement, until such time as each vehicle is back in service (defined as when the vehicle is back at the fire station and has been replenished with the requirements for the unit to respond to the next activation). These fees are in addition to any charges or penalties established elsewhere, in accordance with other municipal by-laws.

As revised and presented to Council at the regular meeting of June 11, 2024

**THE CORPORATION OF
THE TOWNSHIP OF BONFIELD**

BY-LAW NO. 2024-46

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE
ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO)**

WHEREAS Council of the Township of Bonfield deems it desirable to enter into an agreement with the Association of Municipalities of Ontario for the purpose of transferring of Federal Gas Tax Funds;

NOW THEREFORE the Council of the Township of Bonfield ENACTS AS FOLLOWS:

1. That the agreement with the Association of Municipalities of Ontario (AMO) attached hereto and referred to as "Appendix A" be part of the by-law.
2. That the Mayor and Clerk are hereby authorized to execute this agreement and affix the corporate seal thereto.
3. That this by-law shall come into effect from the date of passage thereof.

READ A FIRST, SECOND AND THIRD AND FINALLY PASSED THIS 25th, DAY OF JUNE, 2024.

Mayor

Clerk

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWNSHIP OF BONFIELD

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Township of Bonfield
365 Highway 531
Bonfield, ON P0H 1E0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWNSHIP OF BONFIELD

By:

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By:

Name: _____ Date _____
Title: Executive Director

Witness: _____ Date _____
Title: _____

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient’s ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.



Council - Committee of the Whole

Resolution # 2024-147
Title: Resolution seeking support re: Champlain Bridge Rehabilitation
Date: June 4, 2024

Moved by: Councillor Georges Pharand
Seconded by: Councillor Roch St. Louis

WHEREAS the Champlain Bridge, located on the King’s Highway 17, west of the Town of Sturgeon Falls in the Municipality of West Nipissing is integral infrastructure to the Trans-Canada Highway network and also serves as a connecting link to Highway 64;

AND WHEREAS Highway 17 is a critical link in the Trans-Canada highway network, with Average Annual Daily Traffic (AADT) of over 14,000 travelers;

AND WHEREAS the majority of the traffic is provincial traffic, using the Trans-Canada highway for transporting goods and services in Ontario which, if shut down or restricted, would result in a 123km detour.

AND WHEREAS in 2021 an agreement was entered into between the Municipality and the Ministry of Transportation for the design of the rehabilitation or replacement of the Champlain Bridge, which design indicated that the bridge should be replaced at the anticipated cost of \$30,000,000.

AND WHEREAS Municipality of West Nipissing does not have the financial resources to undertake a project of this magnitude without assistance;

AND WHEREAS the Province has previously recognized the financial burden placed on municipalities, forced to maintain Provincial Infrastructure, by removing the burden of the Don Valley Parkway, and the Gardner Express Way from the City of Toronto;

BE IT THEREFORE RESOLVED THAT the Province of Ontario recognize the Champlain Bridge as critical provincial infrastructure and assume responsibility for its replacement;

BE IT FURTHER RESOLVED THAT if the assumption of the Bridge by the province cannot be undertaken, that the Province provide financial and operational assistance to the Municipality of West Nipissing for the undertaking of the replacement of the Champlain Bridge;

BE IT FURTHER RESOLVED THAT all northeastern municipalities served by the Highway 17 as well as the Association of Municipalities of Ontario (AMO), Rural Ontario Municipalities Association (ROMA), Ontario Good Roads Association (OGRA) and the Federation of Northern Ontario Municipalities (FONOM) be requested to support the Municipality of West Nipissing’s request by submitting letters of support to the Ministry of Transportation.

CARRIED



Council - Committee of the Whole

Résolution # 2024-147
Titre: Résolution demandant de l'aide pour la réfection du pont Champlain
Date: le 4 juin 2024

Proposé par: Councillor Georges Pharand

Appuyé par: Councillor Roch St. Louis

ATTENDU QUE le pont Champlain, situé sur la route royale 17, à l'ouest de la ville de Sturgeon Falls dans la municipalité de Nipissing Ouest, fait partie intégrante de l'infrastructure du réseau routier transcanadien et sert également de lien avec la route 64 ;

ET ATTENDU QUE la route 17 est un lien essentiel du réseau routier transcanadien, avec un trafic journalier annuel moyen (TJAM) de plus de 14 000 voyageurs ;

ET ATTENDU QUE la majorité du trafic est provincial, utilisant la route transcanadienne pour le transport de biens et de services en Ontario qui, s'il est fermé ou restreint, résulterait en un détour de 123 km.

ET ATTENDU QU'en 2021, une entente a été conclue entre la municipalité et le ministère des Transports pour la conception de la remise en état ou du remplacement du pont Champlain, laquelle a indiqué que le pont devrait être remplacé au coût prévu de 30 000 000 \$.

ATTENDU QUE la municipalité de Nipissing Ouest n'a pas les ressources financières nécessaires pour entreprendre un projet de cette envergure sans aide ;

ET ATTENDU QUE la province a déjà reconnu le fardeau financier imposé aux municipalités, forcées d'entretenir l'infrastructure provinciale, en retirant à la ville de Toronto le fardeau de la promenade Don Valley et de la voie express Gardner ;

IL EST DONC RÉSOLU QUE la province de l'Ontario reconnaisse que le pont Champlain est une infrastructure provinciale essentielle et qu'elle assume la responsabilité de son remplacement ;

IL EST EN OUTRE RÉSOLU QUE si la province ne peut assumer la responsabilité du pont, qu'elle fournisse une aide financière et opérationnelle à la municipalité de Nipissing Ouest pour le remplacement du pont Champlain ;

IL EST EN OUTRE RÉSOLU QUE toutes les municipalités du nord-est desservies par la route 17 ainsi que l'Association des municipalités de l'Ontario (AMO), l'Association des municipalités rurales de l'Ontario (ROMA), l'Ontario Good Roads Association (OGRA) et la Fédération des municipalités du Nord de l'Ontario (FONOM) soient priées d'appuyer la demande de la municipalité de Nipissing Ouest en soumettant des lettres d'appui au ministère des Transports.

ADOPTÉ

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2024-44

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

WHEREAS it is the desire of Council to confirm all Proceedings and By-Laws:

NOW THEREFORE the Council of the Corporation of the Township of Bonfield **ENACTS AS FOLLOWS:**

1. THAT the Confirmatory Period of this By-Law shall be for all Regular Council and Special Meetings from June 11, 2024 to June 25, 2024 inclusive.
2. THAT all By-Laws passed by the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.
3. THAT all resolutions passed by the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.
4. THAT all other proceedings, decisions and directions of the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 25th DAY OF JUNE 2024.

MAYOR

CLERK