



Regular Council Meeting Agenda

January 18, 2023

6:00 PM

Location: 1 Cameron Drive

1. CALL TO ORDER: Minutes of December 14 2022 meeting

2. DISCLOSURES OF PECUNIARY INTEREST: Statements for the Month of December 2022

3. DELEGATIONS:

4. STAFF AND COMMITTEE REPORTS: Clerk's Report

1. Frieda Labelle: Interim Recreation Coordinator Report.

5. ADOPT ADDENDUM:

A. 6. OLD BUSINESS:

B. 7. NEW BUSINESS:

1. By law 2023-1048 being a by law to appoint Janet Maguire as the Clerk/CAO for Johnson Township.
2. By law 2023-1045 being a by law to authorize borrowing from time to time.
3. By law 2023-1047 being a by law to set Tax Ratios for 2023
4. By law 2023-1046 being a by law for interim tax levy and Change the due dates.
5. By law 2023-1049 being a by law to adopt the Code of Conduct Policy for the Municipality.
6. By law 2023-1050 being a by law to accept the rules and regulations that govern the Desbarats and Mount Pleasant Municipal Cemeteries.
7. Resolution that the council amend the Human Resource Policy Schedule 'A' as read.
8. Resolution that council approves the encroachment agreement between Parcel 5882 SEC ACS; Pt. lot 2, Plan M272, Johnson Pt AR875 and the Township of Johnson.
9. Resolution 5-2023 that the council supports the Township of Macdonald, Meredith & Aberdeen Additional in their request to the Ministry of Health.
10. Resolution that Council approves insurance prices for 2023.
11. Resolution that Council adopts by law 2023-1051 and approves and amends the water and sewer rates and accepts the new billing cycle.

C. 8. INFORMATION:

1. Letter from Tarbutt about the Landfill committee recommending a person at large be appointed to the committee.
2. Ministry of Municipal Affairs and Housing, MPAC, regarding Bill 23
3. Algoma Public Health congratulatory letter to Council
4. Ministry of Agriculture and Food regarding the RED Program

D. 9. MEETINGS/WORKSHOPS:

10. NOTICE OF MOTION:

11. CLOSED SESSION:

12. ADJOURNMENT:



The Corporation of the Township of Johnson

DECLARATION OF PECUNIARY INTEREST – Municipal Conflict of Interest Act

I, Council member (print) _____, declare a potential (deemed/direct/indirect) pecuniary interest on Council Agenda (check) ____ Committee Agenda (check) ____

Dated _____ Agenda Item Number _____

Agenda description of item _____ for the following reason:

Signature of member of council or committee

print name

NOTE: To be recorded in a registry along with the associated Minutes and available upon request for public inspection

Definition of interests:

Indirect pecuniary interest

2 For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if,

(a) the member or his or her nominee,

(i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body,

that has a pecuniary interest in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2.

Interest of certain persons deemed that of member

3 For the purposes of this Act, the pecuniary interest, direct or indirect, of a parent or the spouse or any child of the member shall, if known to the member, be deemed to be also the pecuniary interest of the member. R.S.O. 1990, c. M.50, s. 3; 1999, c. 6, s. 41 (2); 2005, c. 5, s. 45 (3).



Agenda Item 1
Date: 1/18/23

*Minutes of the Regular Meeting
December 14 2022
1 Cameron Drive, Desbarats*

The following minutes are comprised of resolutions and the Clerk's interpretation of the meeting. The meeting was called to order at 5:30 PM.

Present: R. McKinnon, E. Aelick-Junor, J. Kern, K. Stobie

Staff: G. Martin, J. Maguire, H. Tener, F. Labelle, T. Phillips, S. Chiasson, R. Smith, D. MacDonald

Absent: D. MacFarlane

Res: 136-2022 J. Kern, E. Aelick-Junor

Be it resolved that Council adopts the minutes of October 19th, 2022 as presented. (cd)

Res: 137-2022 K. Stobie, J. Kern

Be it resolved that council adopts the Minutes of November 1st, 2022 as presented. (cd)

Res: 138-2022 E. Aelick-Junor, K. Stobie

Be it resolved that Council approves the Statements for November 2022 as presented. (cd)

Res: 139-2022 J. Kern, E. Aelick-Junor

Be it resolved that Council receives the Staff reports: Clerk's monthly report, Deputy Clerk's report on workshop attended, Deputy Treasurers report on Workshop attended, Roads Report on work completed in 2022 and Recreation Report. (cd)

Each member of staff presented to Council a review on their workshops and departments up to date. Chief Ron Smith also presented to Council that MTO is not covering a half ton truck as a third vehicle on scene and Chief Smith has written back Letters to MTO in regards to this item.

Res: 140-2022 K. Stobie, J. Kern

Be it resolved that Council prefers Share Shed hours for the winter months to continue to be those hours that the Landfill is open, and not be reduced or have the Share Shed Closed during the winter season. (cd)

Res: 141-2022 E. Aelick-Junor, K. Stobie

Be it resolved that council passes By-law 2023-1042 being an Appointment By Law to appoint Council, staff and representatives of the Municipality to certain positions. (cd)

Minutes of Regular Council Meeting
December 14, 2022

Res: 142-2022 J. Kern, K. Stobie

Be it resolved that council Appoints Councillor Emma Aelick-Junor as Deputy Mayor and for signing authority. (cd)

Res: 143-2022 J. Kern, E. Aelick-Junor

Be it resolved that council gives First Reading to By-law 2023-1041 being a Procedural By law to regulate and establish the protocol for meetings. (cd)

Res: 144-2022 K. Stobie, J. Kern

Be it resolved that council supports the Resolution from the Town of Aurora, in seeking to have the Ministry revoke “special provision” and allow for normal planning process to occur; and That consultation should be foremost and direct with Single and Lower Tier Municipalities that are directly impacted by decisions made at the Ministry and Regional level. (cd)

Res: 145-2022 J. Kern, E. Aelick-Junor

Be it resolved that council supports MTO’s planned culvert replacement project planned for Hwy 638 which will require Gordon Lake Road to be used as a detour route. The two proposed culvert replacements shall be scheduled at separate times and not simultaneously. (cd)

Res: 146-2022 K. Stobie, E. Aelick-Junor

Be it resolved that council supports the Resolutions from the City of Toronto, the Municipality of Lambton Shores and Norfolk County and all other Municipalities across the Province in continuing to object to the enactment of Bill 23 “More Homes Built Faster, Act 2022”; and the devastating and long-range impact this short-sighted Legislation will have on Municipalities, Cities and the residents of the Province. (cd)

Res: 147-2022 J. Kern, K. Stobie

Be it resolved that council supports Zoning By Law Amendment application number ZBA-22-2-03806, Applicant M. Dickman to reduce front yard setback. (cd)

Res: 148-2022 E. Aelick- Junor, J. Kern

Whereas the Municipal Act S.O. 2001 CH,25, AS Amended, Section 239 (2) permits closed meetings, therefore be it resolved that council proceeds in closed session at 6:22pm in order to address a matter pertaining to.

A proposed or pending acquisition or disposition of land by the municipality or local board:
Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (cd)

Res: 149-2022 E. Aelick-Junor, J. Kern

Be it resolved that council comes out of Closed at 7:30 PM. (cd)

Minutes of Regular Council Meeting
December 14, 2022

Res: 150-2022 E. Aelick-Junor, K. Stobie

Be it resolved that council received direction from Legal counsel regarding a Landfill matter and further instruct the Clerk to continue discussions with Legal counsel with the intent to meet with Tarbutt in January. (cd)

Res: 151-2022 J. Kern, E. Aelick-Junor

Be it resolved that council instructs the Clerk to provide their direction to A.J. Clarke and Associates Ltd. For the final preparation of the Request for Proposals for the development on Margaret Street

: and

Further that Council instructs the Clerk to commence the Rezoning of the Margaret Street property from Multi Residential to Low Density. (cd)

Res: 152-2022 E. Aelick-Junor, K. Stobie

Be it resolved that council passes By Law 2023-1044 being a confirming By Law to adopt, ratify and confirm the action of Council. (cd)

Res: 153-2022 J. Kern, K. Stobie

Be it resolved that council adjourns at 7:25 pm until the next scheduled meeting of Council on January 18th 2023 or at the call of the Mayor. (cd)

Mayor R. McKinnon

Clerk Glenn Martin

Minutes of Regular Council Meeting
December 14, 2022

Corp. of the Township of Johnson
Transactions by Account Report 12/01/2022 to 12/31/2022
Sorted by: Date

Agenda Item 2
Date: 1 / 18 / 23

Date	Comment	Source #	Credits
1005			Dr
12/01/2022	Bell Canada	4327	364.95 Dr
12/01/2022	Bell Canada	3940	499.80 Dr
12/01/2022	Reliance Home Comfort	9368	42.94 Dr
12/01/2022	Reliance Home Comfort	9193	94.90 Dr
12/01/2022	ANP Office Supply	15492	622.52 Dr
12/01/2022	Aulis Marttinen	15493	5,516.25 Dr
12/01/2022	Counterforce	15494	67.80 Dr
12/01/2022	Petty Cash Rec.	15495	106.19 Dr
12/01/2022	Gilbertson's Enterprises	15496	18,189.29 Dr
12/01/2022	Petty Cash Office	15497	46.04 Dr
12/01/2022	Heritage Home Hardware	15498	94.89 Dr
12/01/2022	I.C.E. Marketing and Consulting Ltd.	15499	4,543.39 Dr
12/01/2022	Office Supplies	15500	41.98 Dr
12/01/2022	JNB Contracting	15501	23,862.77 Dr
12/01/2022	Karhi Contracting	15502	424.47 Dr
12/01/2022	Laird Recreation Committee	15503	100.00 Dr
12/01/2022	Lee-Anne Dow	15504	600.00 Dr
12/01/2022	McClelland's Hardware	15505	231.54 Dr
12/01/2022	Metal Plus Roof	15506	8,640.79 Dr
12/01/2022	Minister of Finance OPP	15507	11,948.00 Dr
12/01/2022	MSR Tire Ltd.	15508	2,723.87 Dr
12/01/2022	Rankin Fuels & Supply	15509	109.41 Dr
12/01/2022	Petty Cash Fire Hal	15510	177.60 Dr
12/01/2022	Donations	15511	500.00 Dr
12/01/2022	Stone's Office Supply Inc.	15512	44.96 Dr
12/01/2022	Tulloch Engineering Inc	15513	5,080.31 Dr
12/01/2022	Tyler A. Bertrand	15514	600.00 Dr
12/01/2022	Unique Lucidia	15515	187.86 Dr
12/01/2022	Algoma Power Inc	VP288	333.29 Dr
12/01/2022	Algoma Power Inc	VP289	55.57 Dr
12/01/2022	Algoma Power Inc	VP290	8,631.49 Dr
12/01/2022	Algoma Office Equipment	VP291	343.63 Dr
12/01/2022	Equitable Life of Canada	VP292	4,557.91 Dr
12/01/2022	Enbridge Gas Inc	VP293	245.41 Dr
12/01/2022	Enbridge Gas Inc	VP294	169.52 Dr
12/01/2022	Enbridge Gas Inc	VP295	209.90 Dr
12/01/2022	Cheryl Harvey-Catering	15516	900.00 Dr
12/02/2022	Mileage Reimbursement	15517	337.94 Dr
12/06/2022	Council Honorarium	DD90688	2,488.15 Dr
12/06/2022	Payroll	DD90692	20,849.99 Dr
12/06/2022	Algoma Office Equipment	VP297	3,384.35 Dr

12/06/2022	Huron Central Railway Inc.	VP298	1,895.00	Dr
12/06/2022	Equitable Life of Canada	VP299	5,054.60	Dr
12/09/2022	OMERS	12092022	8,637.86	Dr
12/12/2022	Receiver General for Canada	4693426	15,793.56	Dr
12/12/2022	Petty Cash Office	15518	295.05	Dr
12/16/2022	Royal Bank Visa	5485	1,745.56	Dr
12/16/2022	Royal Bank Visa	741	1,135.23	Dr
12/16/2022	Royal Bank Visa	9027	818.04	Dr
12/16/2022	Bell Canada	955	172.89	Dr
12/16/2022	Bell Mobility	1149	55.31	Dr
12/16/2022	Bell Canada	1234	171.08	Dr
12/16/2022	Bell Canada	7682	239.77	Dr
12/16/2022	Bell Canada	9258	19.56	Dr
12/16/2022	Bell Canada	1560	27.96	Dr
12/16/2022	17E Trading Post	15519	473.63	Dr
12/16/2022	Algoma District Services Administration Board	15520	28,561.17	Dr
12/16/2022	AMCTO	15521	483.64	Dr
12/16/2022	ANP Office Supply	15522	266.17	Dr
12/16/2022	Cheryl Larrett- Catering	15523	1,775.18	Dr
12/16/2022	Construction Equipment Co.	15524	6,751.75	Cr
12/16/2022	Co-operative Regionale De Nippissin	15525	3,061.04	Cr
12/16/2022	Heritage Home Hardware	15526	2,609.60	Cr
12/16/2022	Ironside Consulting Inc.	15527	127.13	Cr
12/16/2022	Karhi Contracting	15528	650.47	Cr
12/16/2022	Linda's Custom Apparel	15529	3,774.20	Cr
12/16/2022	Littleton Electric	15530	8,758.85	Cr
12/16/2022	MacDonald,Meredith & Aberdeen Twp	15531	68.98	Cr
12/16/2022	McClelland's Hardware	15532	879.16	Cr
12/16/2022	McDougall Energy	VP296	1,235.05	Cr
12/16/2022	Nathaniel G. Martin	15534	13.26	Cr
12/16/2022	Pine Ridge Auto & Towing	15535	1,542.45	Cr
12/16/2022	PUC Services Inc.	15536	9,875.38	Cr
12/16/2022	Ro-Von Steel Ltd. Inc	15537	136.21	Cr
12/16/2022	Sling-Choker	15538	301.69	Cr
12/16/2022	Total Power	15539	1,301.76	Cr
12/16/2022	Traction	15540	419.93	Cr
12/16/2022	Unique Lucidia	15541	2,988.85	Cr
12/16/2022	Vulcan Fire & Safety Sysytems Ltd.	15542	3,498.05	Cr
12/16/2022	Phone Reimbursment	15543	240.00	Cr
12/19/2022	Royal Bank Visa	2120	2,912.97	Cr
12/20/2022	Payroll-FireHall	DD90704	9,443.87	Cr
12/20/2022	Payroll	DD90712	26,416.06	Cr
12/22/2022	ANP Office Supply	15551	320.67	Dr
12/22/2022	Brian Cameron Trucking Inc	15552	3,704.14	Dr
12/22/2022	Co-operative Regionale De Nippissin	15553	3,072.25	Dr
12/22/2022	Copper Town Repairs Ltd.	15554	389.85	Dr
12/22/2022	Desbarats to Echo Bay Planning Brd	15555	2,318.00	Dr

12/22/2022	Gilbertson's Enterprises	15556	390.00	Dr
12/22/2022	GIN-COR Industries	15557	215.93	Dr
12/22/2022	Heritage Home Hardware	15558	143.48	Dr
12/22/2022	Kentvale Merchants	15559	42.91	Dr
12/22/2022	McClelland's Hardware	15560	97.62	Dr
12/22/2022	Minister of Finance OPP	15561	12,112.00	Dr
12/22/2022	Ontario Association Fire Chiefs	15562	305.10	Dr
12/22/2022	Pine Ridge Auto & Towing	15563	1,858.96	Dr
12/22/2022	PUC Services Inc.	15564	8,363.47	Dr
12/22/2022	The Cutting Edge Sales & Sharpening O/B 2178739	15565	226.00	Dr
12/22/2022	ThyssenKrupp Elevator	15566	2,356.05	Dr
12/22/2022	Traction	15567	2,525.91	Dr
12/22/2022	Tulloch Engineering Inc	15568	6,069.00	Dr
12/22/2022	Unique Lucidia	15569	241.54	Dr
12/22/2022	Bell Canada	8146	364.95	Dr
12/22/2022	Bell Canada	8196	499.80	Dr
12/22/2022	Reliance Home Comfort	8266	94.90	Dr
12/22/2022	Algoma Office Equipment	VP300	48.82	Dr
12/22/2022	Algoma Office Equipment	VP301	74.94	Dr
12/22/2022	Algoma Power Inc	VP302	577.43	Dr
12/22/2022	Algoma District School Board	15570	42,096.68	Cr
12/22/2022	Huron Superior Catholic Board	15571	4,220.25	Cr
12/22/2022	Le Conseil Scolaire de Distr Cathol	15572	600.88	Cr
12/22/2022	Conseil du District Du Grande Nord_	15573	279.51	Cr
12/31/2022	Loan Payments	GLLoanPmt	5,661.82	Cr
12/31/2022	Loan Payments	GLLoanPmt	3,027.75	Cr
12/31/2022	Bank Charges	GLMNTHEND	357.52	Dr
			385,255.77	

Generated On: 01/12/2023

Corp. of the Township of Johnson
Income Statement 12/01/2022 to 12/31/2022

Agenda Item 2
Date 1 / 18 / 23

REVENUE

Tax Revenue	
Tax Levy - Municipal	-6,624.00
Tax Levy - French Public	-279.51
Taxes - Tax Certificates	85.00
Property Sales	0.00
Taxes - Penalty & Interest	2,655.04
Total Tax Levy	-4,163.47
Grants	
Grants - Provincial	282,842.44
Grants - Gas Tax	0.00
Grants - Students	0.00
Grants - NORD	0.00
Funding Carry Fwd	0.00
Total Grants	282,842.44
Utility Environmental Revenue	
Utilities - Water Charges	23,984.67
Utilities - Water/Sewer Interest	138.83
Utilities - Sewer Charges	7,362.50
Utilities - Transfer Reserves	0.00
Utility Environmental Total	31,486.00
Arena Revenue	
Arena - Ice Rental	583.00
Arena - Public Skating	256.85
Arena - Hall Rental	220.00
Arena - Rink Floor	0.00
Arena - Misc Programs	169.55
Arena Subtotal	1,229.40
Recreation Revenue	
Recreation - Misc Programs	70.00
Recreation - Annual Events	140.00
Recreation - Gordon Lake Hall	50.00
Recreation Subtotal	260.00
Other Revenue	
Cemetery Bank Charges	0.00
Maintenance & Burial Fees	0.00
Mutual Fund Distributions	0.00
Unrealized Gains and Losses	0.00
Other Income	400.00
Fire Dept - Other Revenue	5,000.00
Fire Permits	0.00
Building Permits	170.00
Tile Drainage Revenue	0.00
Joint Roads other Municipalities	0.00
Kitchen Rentals	500.00
Planning/Zoning Fees	500.00
Miscellaneous Revenue	850.00
Donations	50.00
Recreation Annual Programs	0.00
Landfill Split	0.00
Equipment Project Expense - Off...	0.00
Interest Income- Desbarats	0.00
Interest Income- Gordon Lake C...	0.00
Total Other Revenue	7,470.00
TOTAL REVENUE	319,124.37

Printed On: 01/12/2023

Corp. of the Township of Johnson
Income Statement 12/01/2022 to 12/31/2022

EXPENSE

Payroll Expense		
Wages & Salaries	50,223.21	
CPP Expense	3,425.37	
EI Expense	1,495.78	
Employer Health Tax	2,406.91	
Benefits	9,609.59	
WSIB	4,432.80	
ER OMERS	7,240.35	
Garnishees	0.00	
Contract Wages	0.00	
Total Payroll	78,834.01	

Principle- Loan Payment		
Principal Payments- Fire Tanker	0.00	
Principle Payments- Grader	0.00	
Principle Payments- Fire Pumper	0.00	
Principle Payments- Back Hoe	0.00	
Principle Payments- Plow Truck	0.00	
Principle Payments- Tile Drain	0.00	
Total Principle- Loan Payments	0.00	

School Board Expense		
Tax Expense - English Public	42,096.68	
Tax Expense - French Public	0.00	
Tax Expense - English Seperate	4,220.25	
Tax Expense - French Seperate	600.88	
Total School Board Expense	46,917.81	

Expenses		
Accounting & Legal	0.00	
Advertising	55.97	
Elections	0.00	
Banking \ Late Fees	357.52	
Training \ Conferences	45.74	
Courier & Postage	296.67	
Memberships & Subscriptions	3,317.54	
Travel & Meals	646.25	
Insurance	2,244.81	
Office Supplies	561.54	
Computer Supplies\Services	272.16	
Utilities Expense	9,934.03	
Telephone\Internet	2,316.13	
Miscellaneous Expenses	59.45	
Equipment Costs - Projects	0.00	
Small Equipment	0.00	
Equipment Rental	0.00	
Equipment Repairs & Maintenance	4,818.02	
Consumables	3,595.36	
Building Maintenance	496.99	
Rec. Equip Project Costs	169.95	
Loan Interest	0.00	
Vehicle Fuel/Gas	7,458.80	
Equipment Depreciation	0.00	
Building Depreciation	0.00	
Roads Depreciation	0.00	
Utilities Environment Depreciation	0.00	
Road Depreciation Exp	0.00	
General Govt Depreciation Exp	0.00	
Fire Depreciation Expense	0.00	
Environmnetal Depreciation Exp...	0.00	
Recreation Depreciation Expens...	0.00	
Materials	3,842.42	

Printed On: 01/12/2023

Corp. of the Township of Johnson
Income Statement 12/01/2022 to 12/31/2022

Roads Paved	0.00
Roads Upaved	0.00
Bridges & Culverts	0.00
Joint Landfill	0.00
Rail Maintenance \ Flashers	1,883.76
Funded Projects	10,636.00
Policing Services	12,112.00
911	0.00
EMO Emergency Management	0.00
Algoma Public Health	0.00
Hospital Services	0.00
Library Services	0.00
Algoma District Services Board	28,561.17
Contracts	12,330.02
Chief Bldg Officer Contract	0.00
Planning	5,465.36
MPAC Contract	0.00
By-Law Enforcement Officer Con...	0.00
Animal Control Officer Contract	0.00
Safety Equip/Clothing	0.00
Donations	749.00
Tile Drain Loan (Ministry)	0.00
Transfer To/From Reserves	0.00
Total Expenses	112,226.66
TOTAL EXPENSE	237,978.48
NET INCOME	81,145.89



Agenda Item 4
Date: 1/18/23

January 2023

Report to Council

Roads has started to work on the 2023 Roads Work Plan and will have it available for council early in the year.

A list of Roads capital projects will be available for council to review. It is hoped that we can consider the construction of a Sand Shed this year. Staff will examine the options of a full build this year or if necessary staging the construction of the sand shed over two years.

We were not able to complete the Chemical Room construction at the Water Plant in 2022. The necessary concrete work for the new Chemical room was not able to be done before freeze up, we will reschedule this construction to the spring of 2023.

The flow meter for water going to the Lagoons is being replaced and that work will be completed shortly.

Work at the Arena continues as we wrap up the Trillium and NOHFC projects. Staff have applied for additional funding for the Arena through a Federal Program and we have been informed that we have moved forward to the second stage in being considered. This Federal program will address all energy issues in the arena.

Funding has been available for the expansion of the Municipal Office for the past two years, however with the cost of material and the difficulty in getting contractors, we have held off doing the expansion. The plan currently is to go forward with the renovation of the Municipal office this summer.

Gordon Lake Hall is fully functional and is back in full service with regular use and booking for future use.

Staff have begun the prep work to complete the 2022 financial audit. Most reconciliations that are required annually have been completed.

The Interim Tax bills have been run and mailed out and staff are starting to develop the 2023 budget.

We are beginning the year with an overall increase in Assessment of roughly 3 million dollars.

Glenn



Agenda Item 4.1
Date 1/18/23

Jan 13. 2023

Family Day event February 20, 2023

I am just writing to give an update and I am looking for volunteers to help out on Family.

Family day is a big success every year. There are many activities planned for the day.

Some are

Bum Slides

Log Sawing

Nail Hammering

Free Skate

Hot Chocolate Bar (by donation)

Shamrock Show

As we closer to the day we may add more.

Thanks,

Frieda Labelle



Agenda Item B. 7.1
Date: 1/18/23

By-Law No. 2023-1048

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

Being a by-law to appoint Janet Maguire as the Clerk/CAO for the
Corporation of the Township of Johnson

WHEREAS Section 228(1) and 229 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended ("*Municipal Act*") authorizes a municipality to appoint a new Clerk/CAO who shall have all of the powers and duties under the *Municipal Act* or any other Act.

NOW THEREFORE, the Council of the Corporation of the Township of Johnson hereby enacts as follows:

That Janet Maguire is hereby appointed the Clerk/CAO for the Corporation of the Township of Johnson.

That the powers and duties of the Clerk/CAO shall be those powers and duties as set forth in the *Municipal Act* and every other Act.

Read a first, second and third time and finally passed this 18th day of January, 2023.

Reg McKinnon, Mayor

Janet Maguire, Clerk/CAO



Agenda Item B-7.2
Date 1/18/23

THE CORPORATION OF THE TOWNSHIP OF JOHNSON BY-LAW 2023-1045

Corporation of the Township of Johnson By-law No. 2023-1045 being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023.

WHEREAS the Municipal Act, S.O. 2001, Chapter M.25, section 407, provides authority for a municipality to authorize the head of council and the treasurer to borrow from time to time, until the taxes are collected and other revenues are received, the amount council considers necessary to meet the current expenditures of the municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at anyone time to meet the current expenditures of the Corporation, except with the approval of the Ontario Municipal Board, is limited by section 407 of the Municipal Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF JOHNSON ENACTS AS FOLLOWS:

The head of council and the treasurer are hereby authorized to borrow from time to time, until the taxes are collected and other revenues are received, the amount council considers necessary to meet the current expenditures of the municipality for the year and the other amounts that are set out in subsection 407 (1) of the Municipal Act.

The lender(s) from whom amounts may be borrowed under authority of this by-law shall be ROYAL BANK OF CANADA and such other lender(s) as may be determined from time to time by resolution of council.

The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 percent of the total, and from October 1st to December 31st of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or \$ 900,105.35 whichever is less.

The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this

by-law, if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act that have not been repaid.

If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.

If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished shall show the nature and amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.

All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

The treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

Promissory Notes or banker's acceptances shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.

This by-law shall come into force and takes effect upon the date of passing.

READ and passed in open Council this 18th day of January 2023.

Mayor _____
Reg McKinnon

Seal

Clerk _____
Janet Maguire



Agenda Item 7.3
Date: 1/18/23

*The Corporation of
THE TOWNSHIP of JOHNSON*

By-Law 2023-1047

BEING A BY-LAW to set Tax Ratios for Municipal purposes for the year 2023.

WHEREAS pursuant to Section 308 (4) of the Municipal Act, 2001, S.O., c. 25, as amended requires Council of the Corporation of The Township of Johnson to establish the tax ratios for 2023;

AND WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class;

THEREFORE, the Council of the Corporation of The Township of Johnson hereby enacts as follows:

1. THAT for the taxation year 2023 the tax ratio for property in the following classes will be:

a) the residential / farm property class	1.0000
b) the multi – residential property class	1.0000
c) the commercial occupied property class	1.4377
d) the commercial vacant property class	1.0064
e) the pipeline property class	0.8446
f) the industrial property class	1.8173
g) the farmland property class	0.2500
h) the managed forest class	0.2500
i) the industrial occupied property class	1.4377
j) the industrial vacant property class	1.5648

2. THAT this by-law repeals any by-law previously passed for this purpose.

READ for the first time and finally passed this 18th day of January, 2023

MAYOR:

Reg McKinnon _____

Seal

Clerk:

Janet Maguire _____



Agenda Item B 7.4
Date: 1/18/23

THE CORPORATION OF THE TOWNSHIP OF JOHNSON
BY-LAW NO. 2023-1046

BEING a By-Law to provide for an interim tax levy and to provide for the payment of taxes and to provide for penalty for unpaid taxes.

THE COUNCIL of the Corporation of the Township of Johnson pursuant to Section 317 (1) of the Municipal Act, R.S.O. 2001, c.25 as amended provides that the Council of a local municipality may, in 2023 before the adoption of the estimate for the year, pass a by-law to levy on the whole of the assessment for real property according to the last revised assessment roll, a sum not to exceed 50 percent of the total amount raised for all purposes for the previous year by the levying of tax rates on all the properties that, in the current year, are in the property class;

AND WHEREAS the Council of the Corporation of the Township of Johnson deems it expedient to make the levy authorised by the said Section 317 (1) in the year 2023;

THEREFORE, the Council of the Corporation of the Township of Johnson enacts as follows:

1. The new interim date for taxes will be due February 28 2023, and April 30 2023.
2. A percentage charge of one and one quarter (1 1/4%) per cent shall be imposed as a penalty for non-payment of taxes and shall be added to the tax instalment or part thereof remaining unpaid on the first day following the said due date and one and one quarter (1 1/4%) per cent shall be imposed and shall be added to the tax instalment or part thereof remaining unpaid on the first day of each month in which default continues. On all other taxes in default on January 1st, 2023, interest shall be added at the rate of 1.1/4% percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
3. The Tax Collector not later than 21 days prior to the date the first instalment is due, shall mail or cause to be mailed to the address of the residence or place of business of each person indicated on the last revised assessment roll, a notice setting out the payment required to be made pursuant to this by-law, the date by which it is to be paid to avoid penalty, and the particulars of the penalties imposed by this by-law for late payment.
4. Taxes shall be payable to the Corporation of the Township of Johnson.
5. The collector and/or Treasurer are hereby authorised to accept part payment from time to time on account of any taxes due. To give a receipt if requested to do so for such part payment provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectible in respect to non-payment of taxes or of any instalment thereof. The rates of taxation will be levied when the assessment on real and commercial property is set and the levies are received from the Provincial Government.

Passed in open council this 18th day of January 2023

Seal

Mayor

Clerk



Agenda Item B 7.5
Date: 1/18/23

The Corporation of
THE TOWNSHIP of JOHNSON

By-Law 2023-1049

BEING A BY-LAW to adopt a policy for the Code of Conduct Policy for the Municipality

WHEREAS Section 223.2 of the Ontario Municipal Act, 2001, s. o, c 25 requires a Municipality to have a Code of Conduct for Council, Staff, Volunteers and Committee Members

THEREFORE, the Council of Johnson Township adopts the Policy attached as Schedule 'A' of this By-Law. To establish the Code of Conduct for all persons representing the Municipality, Council, Staff, Volunteers and Committee Members.

READ for the first time and finally passed this 18th day of January 2023.

MAYOR: _____
R. McKinnon

Seal

Clerk: _____
J. Maguire



The Corporation of The Township of Johnson

Policy Title: Code of Conduct-Township of Johnson

Policy Section: HR

Subject: Council and Staff

Committee Members

Appointees

Volunteers

Effective:

By Resolution:

Johnson Township Code of Conduct

Standards of Conduct

Municipal Representatives shall at all times seek to advance the common good of the community which they serve.

Municipal Representatives shall refrain from behavior that could constitute an act of disorder or misbehavior. Specifically, Council officials shall refrain from conduct that:

- . Contravenes Federal or Provincial statutes or legislation, the Municipal Act, municipal by-laws, associated regulation and policies, and the Municipality's Code of Conduct.
- . Is, an abuse of their power or what otherwise amounts to discrimination, intimidation, harassment, verbal abuse, to the adverse treatment of others.
- . Prejudices the provision of a service or services to the community.

Release of Confidential Information

Municipal Representatives have a duty to hold in strict confidence, all information concerning matters dealt with at 'in camera meetings' as per **THE MUNICIPAL ACT S. O. 2001 CH,25, AS AMENDED, SECTION 239 (2)**; or that may relate to matters that fall under the Freedom of information and Privacy Act.

Foster Respect for Decision-Making

Municipal Representatives shall accurately and adequately communicate the attitudes and decisions of the Council, even if they disagree with Council's decision, such that respect for the decision-making process of Council is fostered.

Release of Information to the Public and Media

Municipal Representatives acknowledge that official information related to decisions and resolutions made by Council as a whole or the Mayor as Head of Council or by his/her designate, may be released to the public and or media.

Acceptance of Gifts

Members of Council, Committee Appointees, Municipal Employees and Volunteers shall comply with the Municipal Conflict of Interest Act and must not accept a gift or personal benefit that is connected with their performance of the duties of office or position. This does not include gifts or personal benefits received as a matter of the protocol. This does not include gifts or personal benefits received as a matter of protocol or social obligations the normally accompany the responsibility of office.

Introduction

Council, Staff, Appointee, Volunteer and Committee Member (*Municipal Representative*) are provided with the resources to effectively and safely carry out their responsibilities. Municipal Representative are to be treated with respect and fairness recognizing their contribution to the Corporation of The Township of Johnson.

Purpose

This Code of Conduct has been developed as the standard of professional conduct expected of every Municipal Representative.

The Code is NOT intended to be an all-inclusive list covering all circumstances or situations. Any person who has a question or requires clarification of the Code should discuss it with the Clerk/CAO.

- Each person has a duty to understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
- Fulfill their duty to act honestly and exercise reasonable care and diligence;
- Act in a way that enhances public confidence in local government;
- Identify and resolve situations which might involve a conflict of interest or a potential misuse of position and authority.

Definitions

“Corporation” means the Corporation of the Township of Johnson.

“Council” means the Council or the Corporation of the Township of Johnson.

“Clerk/CAO” refers to the Clerk/CAO or successor and shall include designates.

“Municipality” means the Corporation of the Township of Johnson.

“Committee Appointees” means any individual appointed by Council to a Board, Commission or Committee and who may represent Council or the Corporation of the Township of Johnson in the capacity as appointed.

“Municipal Employees/Staff” means all employees either casual, part-time, or full-time, hired and/or appointed by Council for the Corporation of the Township of Johnson.

Council, Staff, Appointee, Volunteer and Committee Member (*Municipal Representative*)

“Volunteer” means any individual approved by Council to act in a volunteer capacity for the Corporation of the Township of Johnson.

Engaging in Incompatible Activity

Members of Council, Committee Appointees, Municipal Employees and Volunteers shall not engage in any activity, financial or otherwise, which is compatible or inconsistent with the ethical discharge of official duties in the public interest. Without limiting the generality of the foregoing, Members of Council, Committees, Municipal Employees and Volunteers shall not:

Use any influence of office or position for any purpose other than official duties;

Act as an agent before Council or any Committee, board or commission of Council;

Solicit, demand or accept the services of any corporation, employee or individual providing services to the municipality at a time in which said person or corporation is being paid by the municipality;

Use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;

Place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;

Give preferential treatment to any person or organization in which Member of Council, Committee Appointee, Municipal Employee or Volunteer has a financial interest;

Influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member of Council, Committee Appointee, Municipal Employee or Volunteer has a financial interest;

Use corporate materials, equipment, facilities or employees for personal gain or for any private purpose.

Conflict of Interest

It is the responsibility of individual Members of Council, Committee Appointees, Municipal Employees and Volunteers to ensure that they are aware and trained in the application of the Municipal Conflict of Interest Act. The onus is on each individual to identify a conflict or interest, and shall take the appropriate action to identify the existence of a conflict in favor of his/her duty.

A conflict exists when an individual is, or could be, influenced or appear to be influenced by person interest, financial(pecuniary) or otherwise, when carrying out their public duty. Personal interest can include direct or indirect pecuniary interest, bias, pre-judgment, close mindedness or undue influence.

Individuals must appropriately resolve any conflict or incompatibility between their personal interests and the impartial performance of their public or professional duties in accordance with statutory requirements. When considering whether or not a conflict exists, it is important

to consider whether there are any grounds for a reasonable person to think that a conflict exists.

Recognizing that it is impossible to anticipate all possible conflicts that may arise, and that those conflicts may not be only pecuniary in nature, it is generally advisable to be as open as possible. It is not enough that a conflict not exist, it must also be seen by taxpayers not to exist.

The following principles should be used as a guide (refer to Municipal Conflict of Interest Plus, A Handbook by Forbes and Conant):

In making decision, always place the interests of the taxpayers first and, in particular, place them before the interests of colleagues on Council, staff, friends or family;

Always interpret the phrase “conflict of interest” in the broadest possible terms;

A factor which should be considered a conflict by taxpayers should be treated as a conflict and be disclosed;

If in doubt, it is better to disclose a situation;

It is the responsibility of individual Members of Council, Committee Appointees, Municipal Employees and Volunteers to obtain independent legal advice with respect to any situation that might arise whereby there is a potential for a conflict of interest;

It is considered a breach of this policy to require or attempt to burden staff members to assist in the determination of a conflict of interest for individual Councilors.

Legislative Authority

The amendments to the Municipal Act, 2001, s.o.2001, as amended, introduced under Bill 68 included subsection 223.2(1) of that Act that requires municipalities to establish a code of conduct for members of the council of the municipalities and its local boards.

Rules of Conduct

To set forth of Township rules of conduct and action to be taken for infractions.

This includes all members of council and staff of The Township of Johnson.

General corporate conduct rules:

Insubordination: This means the deliberate and willful refusal to follow instructions to comply with a reasonable order.

Disorderly Conduct: This covers such acts as use of abusive language, intimidation or coercion of other Council members or staff, lack of courtesy when dealing with the public.

Dishonesty or Fraud: This covers such things as falsifying records and /or time cards, theft of Township property/materials, or other similar acts.

Alcohol/Drugs: Reporting to work or being on the job under the influence of alcohol or illegal drugs is not permitted. This also includes possession of liquor or illegal drugs while on the job or on Township Properties.

Abuse of Equipment: This includes such things as operating Township vehicles or equipment in a reckless or improper manner, damaging equipment or waste of materials and failure to report damages to equipment.

Absenteeism/Illness: A staff member will be considered guilty of absenteeism if he/she off work without leave from his /her immediate supervisor. All staff should call in on the designated person prior to the start of his/her shift. Any person not reporting illness or injury within a reasonable period of time will be deemed absent without leave and be dealt with upon returning to work or else wise.

Use of Township Property, Services and Other Resources

No Council Member or Staff may use, or permit the use of, Township land, Facilities, equipment, supplies, services, staff or other resources, including any Township-owned information, website, Township transportation delivery service or funds allocated for member's expenses, for any purpose or activity other than the lawful business of the Township.

No council Member or staff may seek or gain any personal financial gain from the use or sale of confidential information, or of any Township-owned intellectual property including any invention, creative writing or drawing, computer program, technical innovation, or any other information or item capable of being patented or copyrighted, of which property remains exclusively that of the Township.

Incidental and occasional personal use, non-commercial use of email/internet and personal communication device (cell phone) is permitted.

Compliance with Declaration of Office

Each Mayor and Council Member must act in accordance with his/her declaration of office or terms of appointment, as applicable.

Adherence to council policies and procedures

The Mayor and Council shall observe and comply with every provision of this Code of Conduct as well with all other policies and procedures adopted or established by Council affecting the Member.

Conduct at Meetings

The Mayor and Council must conduct his/herself properly and in a civil manner at Council, committee, and other meetings, and in accordance with the provisions of the Township by-law, this Code of Conduct and other applicable law.

Conduct Respecting Others

All Council members and staff have a duty and responsibilities to treat members of the public, each other council member and staff appropriately and without abuse, bullying or intimidation, and to ensure that the Townships work environment is free from discrimination and Harassment. Without limitation Council and staff must not:

- (a) Use indecent, abusive or insulting words or expressions toward any other Council member or staff or any member of the public;
- (b) Speak in a manner that is discriminatory to any individual, based on that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability;
- (c) Engage in any Harassment of any other Council, or staff or any member of the public.

Health and Safety

Health and Safety standards have been established to comply with legislative requirements and for the protection of Township Council and staff. This is a guide to deal with infractions of known Health and Safety policies or procedures.

Supervisors are responsible to implement and enforce compliance of the Health and Safety Regulations and will take whatever steps necessary to ensure that this is accomplished, including disciplinary measures. The Particular penalty will depend on the seriousness of the offence, and each infraction will be judged on the facts of the case.

The following disciplinary procedure will be followed when Health and Safety rules and regulations are not adhered to:

- Verbal Warning (recorded)
- Written warning (interview plus letter)
- Suspension- with letter of warning of further action

Dismissal: If Council or staff arrive at either a meeting or work without the proper PPE equipment for the job to which they are assigned, supervisors are not to allow them on the job. On first occasion, a verbal warning is given and sent to obtain the safety equipment required, and will not be paid for the time to do so. On subsequent occasions, the above disciplinary procedure will be followed unless the infraction is deemed to be sufficiently serious. It is within

the discretion of the Clerk/CAO and or Acting Clerk and the supervisor and personnel committee, to determine the final penalty. If the offence is sufficiently serious, any of the above steps may be bypassed.

Dress (Uniform) Standard

All outside workers are to have steel toe boots and high vis clothing. A hardhat and other PPE is to be used when necessary. Rings and any loose or dangling clothing or jewelry shall not be worn, and long hair shall be confined whenever staff are working where there is danger. Hats or some form of head covering shall be worn by employees when working outside and exposed to sun or cold for long periods on the job where hardhats are not required.

All office staff shall not wear a hat, head scarves, bandanas and other head cover which is not a part of a religious habit, or necessary due to medical or other acceptable reasons are not to be worn by office workers. Clothing shall be neat and clean with no rips or tears; shorts will be below the knee and tops will have sleeves. Too casual or ultra-extreme apparel is discouraged. The professional image of the Township should be what you think about when getting for your day as it also reflects on your own image.

Professional Development

Members of Council, Committee Appointees, Municipal Employees and Volunteers shall promote and participate in opportunities for professional development and should stay updated on issues and trends so that they can be as efficient as possible in the carrying out of their duties and responsibilities.

Implementation

A Code of Conduct component will be included as part of the orientation workshop for each new Member of Council, Committee Appointee, Municipal Employee or Volunteer. Individuals are expected to formally and informally review their adherence to the provisions of the Code on a regular basis.



The Corporation of
THE TOWNSHIP of JOHNSON
By-Law 2023-1050

BEING A BY-LAW TO PROVIDE THE RULES AND REGULATIONS THAT GOVERN THE DESBARATS AND MOUNT PLEASANT MUNICIPAL CEMETERIES OWNED BY THE TOWNSHIP OF JOHNSON; AND HAVE BEEN APPROVED BY THE BEREAVEMENT AUTHORITY OF ONTARIO.

WHEREAS pursuant to the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*, as amended, and the regulations made pursuant to the said Act, municipalities are empowered to make by-laws governing the operation of cemeteries; and

WHEREAS the Corporation of the Township of Johnson deems it necessary to pass a by-law governing the operation of the two cemeteries owned by Johnson Township, namely:

Desbarats Cemetery – License No. 4724759
Mount Pleasant Cemetery – License No. 4724760

NOW THEREFORE the Council of The Corporation of the Township of Johnson **ENACTS** as follows:

SECTION A: DEFINITIONS

ACT	shall mean the <i>Funeral, Burial and Cremation Services Act, 2002 (FBCSA)</i> , and all amendments thereto, together with all Regulations prescribed thereunder;
BOARD	shall mean the Cemetery Board appointed by the Council of the Township of Johnson
CARE & MAINTENANCE	is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding taxes) of all interment rights, and prescribed amounts for monuments and markers is contributed into the Care and Maintenance Fund. (Perpetual)
CARETAKER	shall mean the person/contractor hired by the Township of Johnson/Board to maintain the cemeteries;
CEMETERY SERVICES	shall mean the following services: <ul style="list-style-type: none">i) opening and closing of a grave;ii) interring or disinterring human remains;iii) general care of graves;iv) any other services normally provided by the owner of a cemetery;
CLERK	shall mean the Clerk Administrator of the Corporation of the Township of Johnson
COUNCIL	shall mean the Council of the Township of Johnson;
CONTRACT	for the purpose of this by-law, all purchasers on interment rights, shall receive a copy of the signed contract and a copy of this by – law
CORPORATION	shall mean the Corporation of the Township of Johnson;
CREMATION LOT	shall mean a lot for the purpose of the burial of cremations only
DISINTERMENT	shall mean the removal of a casket or cremated remains from a lot;

INTERMENT	shall mean the burial of human remains or cremated remains in a grave;
INTERMENT RIGHTS CERTIFICATE	shall mean the Certificate issued by the Corporation to a purchaser upon payment of the cost of interment rights and cemetery services;
INTERMENT RIGHTS CERTIFICATE HOLDER	shall mean the person to whom the interment rights certificate is issued or his or her legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk Administrator;
LOT	shall mean a single grave space set aside to contain human remains; and may include cremations and or full burials
MARKER	shall mean any monument, tombstone, plaque, headstone or other structure or ornament affixed to a lot or plot to indicate the location of human remains
OUTER CONTAINER	shall mean any shell, usually a crypt or vault to be placed entirely below the surface of the ground for the purpose of containing a casket or urn;
PLOT	shall mean 2 or more lots in which the rights to inter have been sold as a unit;
TRANSFER	shall mean a gift, bequest or any other transfer made without consideration as may be permitted by the <i>Act</i> ;

SECTION B: ADMINISTRATION

1. The business and affairs of the two cemeteries, namely Desbarats and Mount Pleasant may be managed and supervised by separate boards composed of 1 council member and 4 people appointed by Council to hold office for four years or until his/her successor is appointed or in the absence of a Board, by Staff.
2. The Boards shall be responsible for the administration, management, care, maintenance and improvement of the aforesaid cemeteries.
3. The Boards shall have the authority to engage and authorize a caretaker or other employee and contractors to carry out the duties of the Board.
4. The Boards shall be responsible to the Council of the Township of Johnson for the execution of their duties.
5. The council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
6. The Board shall elect from their own number, a Chairperson.
7. The Board shall appoint secretary / treasurer who is responsible to the Council of the Township of Johnson for properly recording all matters and acts pertaining to cemeteries within their respective jurisdictions.
8. The Board shall render such reports as may be prescribed or as the Council may require.
9. The Council has authority to make final and binding decisions on behalf of the Board.
10. The Board shall meet at the call of the chairperson.
11. Fifty percent plus 1 of the Board shall comprise a quorum and no business shall be transacted unless a quorum is present.
12. All Board members to be provided with a copy of the By-law.
13. All fees and charges shall be paid as set out in the Schedule of Fees approved by Council which are subject to the approval of the Registrar. A Schedule of Fees is attached hereto as Schedule "A."
14. Payments for all fees and charges shall be deposits made forthwith.
15. The Clerk Administrator or his/her designate or the secretary / treasurer shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to cemeteries.
16. The Clerk Administrator or Treasurer shall receive all revenue belonging to, or pertaining to the cemeteries.
17. The Clerk Administrator or the Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the *Act*.
18. The Board shall submit a yearly budget to the Council setting out operating and capital expenses. Application and use of monies shall be under the control of the Board.
19. The revenue from the interest of the Care and Maintenance Fund shall be applied at the discretion of the Board for general maintenance of the Cemeteries. The Board shall not be bound to expend the whole or any part of the money earned, but may accumulate or hold any part thereof or invest the same.
20. Care and Maintenance Contribution: The cemeteries are maintained through the use of the Care and Maintenance Fund and all Interment Rights Holders of lots acquired prior to

the introduction of the Care and Maintenance fund in 1955 shall be required to contribute to this fund in accordance with the Care and maintenance fee if there was no previous Care and Maintenance contribution ever made.

21. A Public Register, per Section 10 of O. Reg. 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours

SECTION C: RULES & REGULATIONS

1. All persons entering the cemetery shall conduct themselves in a manner keeping with the dignity of the cemetery.
2. Hours of Operation: Interment Rights Holders and the general public can visit the cemeteries during daylight hours. Cemetery information is available at the Township of Johnson office from 8:30 a.m. to 4:30 p.m. Monday through Friday with the exception of holidays. Arrangements can be made during office hours for burials.
3. Plot owners shall not sell an interment right or any portion of their plot for interment.
*(see transfers)
4. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
5. Recreational vehicles are not permitted within the Cemeteries.
6. No refreshments or alcoholic beverages shall be permitted within the cemeteries.
7. No person shall place any borders fences walls, curbs, benches, steps, railing, or other enclosures around a grave.
8. All lots will be kept properly graded, sodded and mowed by the Township and no crushed marble or gravel is to be placed on the surface of any lot or plot.
9. No person shall plant any shrubs or trees without the permission of the Board or Township. The Township reserves the right to remove any unsightly or neglected shrubs or trees.
10. Plants or small shrubs are only permitted on graves up to one foot around headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker or staff.
11. No person shall damage, destroy, remove, or deface any property within the cemetery.
12. The Corporation shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery Staff.
13. Remains of animals, domestic or otherwise shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.

SECTION D: INTERMENTS, INTERMENT RIGHTS CERTIFICATE & CONTRACTS

1. Interment Rights may be purchased by individuals upon payment of the appropriate fees as per Schedule “A” attached hereto.
2. Each purchaser of Interment Rights shall be entitled to a Certificate of Interment Rights and a signed Contract for the purchase of the rights. Such Certificate shall be set out in Schedule “B” and such Contract shall be set out in Schedule “C”
3. Lots sold shall be covered at a rate for care and maintenance set forth in the fee schedule attached as Schedule “A” as prescribed in accordance with the *Act*.
4. The resale of Interment Rights to a third party is **PROHIBITED**. If a Rights Holder wishes to sell their unused cemetery rights back to the Township of Johnson, their request must be in writing. The interment Rights shall be repurchased at current market value less the original Care and Maintenance contribution that was paid.
5. An Interment Rights Holder is permitted to transfer an Interment Rights Certificate once the information as set out has been provided:
 - a) notice in writing specifying the name, address of the transferee
 - b) evidence satisfactory to the Township that the Interment Rights Holder is the owner of the lot.
 - c) must return the original Interment Rights Certificate.
 - d) payment of a transfer fee as set out in Schedule “A”
6. Upon receipt of a fully executed Transfer of Ownership, completed by the registered interment rights holder or that person’s legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk or his/her designate, in the form attached hereto as Schedule “D” to this by-law, the Clerk or his/her designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.
7. A purchaser has the right to cancel an interment rights contract within thirty days of signing the interment rights contract by providing written notice of the cancellation to the Township. The Township will refund all monies paid by the purchaser within thirty days from the date of the request for cancellation. If the request comes in after thirty days the Township will refund all monies paid by the purchaser less the amount deposited into the Care and Maintenance Fund. The Interment Rights Certificate must be returned to the Township along with the written notice of cancellation.
7. Purchasers of lots acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act* and of this by-law as amended from time to time and no purchaser shall acquire any right, title or interest except as for said or pursuant to the *Act*.
8. The interment Rights holder must designate, in writing, if another person is to be interred in his or her lot or plot.
9. The Board is empowered to fix and regulate the price for opening and closing of lots, subject to the approval by the Council and the Registrar.
10. No interment shall take place until such time as the lot or plot has been paid for, in full, including care & maintenance fees as set out in Schedule “A”.
11. No interment shall take place until such time that a copy of the Burial Permit has been filed with the Clerk Administrator or his/her designate as designated by Council.
12. Interments shall take place only from May 1st to November 1st, subject to weather and ground conditions in any given year, exceptions may be authorized by the Board and or caretaker.

13. Each regular sized lot (4x8) can be used for one casket burial plus an additional four cremation burials or a total of five burials.
14. Only one standard interment may be made in a lot. Double depth interments shall not be permitted.
15. Notice of each interment to be made shall be given to the Clerk or his/her designate at least 48 hours previous thereto except under special circumstances. A copy of the Death Certificate must be provided to the office.
16. The Board reserves the right to select the location of the lot for any indigent burial.
17. Remains of animals, domestic or otherwise shall not be placed in any lot or interred or cremated remains placed in the Cemeteries.
18. No cremations may be placed in a lot without specific notification of the Board or Municipal Office.
19. A Death Certificate shall be provided to the Township at the time of the burial.

SECTION E: DISINTERMENT

1. No disinterment shall occur without written consent of the local Medical Officer of Health and the Interment Rights Certificate holder, except on an order from the Court or as provided in the *Act*.
2. Only Township employees or designates, law enforcement officers, and representatives of Algoma Public Health may be present at a disinterment. All disinterment's shall comply with Ontario Ministry of Health regulations.
3. Prior to disinterment, the Township in its sole discretion, may remove any marker, shrub, or plant at the expense of the Interment Rights Certificate holder.
4. During a disinterment the cemetery shall be closed. Only those persons required or permitted by the *Act* or the Township shall be in attendance.
5. The Township will not be responsible for damage to any casket or container which may occur during the course of the disinterment.
6. The Township will not be responsible for any damage to any cremation urn or cremation outer container which may occur during a disinterment. If a replacement urn is required it will be at the expense of the Interment Rights Holder or Personal Representative.

SECTION F: MARKERS

1. The Township reserves the right to determine the size of the markers, their composition, their number and location on each lot or plot:
 - 1) No more than one upright marker shall be erected on one lot.
 - 2) The minimum thickness of a marker shall be 5 inches at its narrowest point.
 - 3) Markers shall not exceed 44 inches in height, including foundation (as per Act).
 - 4) Flat markers on a single lot shall not exceed 24 inches wide by 6 inches deep.
 - 5) All markers to be granite, bronze or stone or wood at the discretion of the Board
 - 6) No markers shall be allowed to stand on interment space of any lot or plot.
2. Upright markers shall be set upon an adequate foundation no less than 6 inches deep and must exceed the marker by a minimum of 6 inches on all sides. Foundation shall be flush with the ground.
3. No marker shall be erected without the supervision of the Township or its designate.
4. The Township or its designate reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
5. The Township shall not be held responsible for scratches or chips, which could occur from regular maintenance.
6. The Township shall be responsible for the maintenance and repairs of markers and may lay down markers considered unsafe.
7. No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without the expressed permission of the Municipality.
8. Memorial wreaths may be placed in the cemetery. All memorial wreaths must be removed within one month. Staff shall have the right to remove without notice any wreaths that have become damaged or have deteriorated in appearance.

SECTION G: SCHEDULES

- 1. All Schedules attached hereto shall form part of this by-law.

SECTION H: PENALTIES

- 1. Any person who contravenes any provision of this by-law is guilty of an offence and subject to a penalty in accordance with the provisions of the *Provincial Offences Act* or the *Act* as amended.

SECTION I: REPEAL

- 1. By-law # 2012-683 as amended is hereby repealed as of the date that this By-law comes into full force and effect.

SECTION J: EFFECTIVE DATE

- 1. This By-law shall come into force and take effect upon its approval by the Cemeteries Branch of the Ontario Ministry of Consumer Services.

READ A FIRST TIME this 17th day of August, 2022

READ A SECOND, THIRD & FINAL TIME and PASSED this 18th day of January, 2023

MAYOR
R. McKinnon

CLERK ADMINISTRATOR
J. Maguire

SEAL

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

SCHEDULE “A” TO BY-LAW 2023-1050

SCHEDULE OF FEES FOR PLOTS AND LOTS

SALE OF PLOTS & LOTS

Plot (16 x 16) capacity 8 full burials @ \$500.00/lot

Land	\$2,000.00
Perpetual Care (\$290.00)	<u>\$2,320.00</u>
Total:	\$4,320.00

Lot (4 x 8) capacity 1 full burial

Land	\$250.00
Perpetual Care	<u>\$290.00</u>
Total:	\$540.00

CREMATION LOTS

Plots (4 x 8) capacity of 8 cremations @ \$100.00/cremation

Land	\$800.00
Perpetual Care(\$150.00)	<u>\$600.00</u>
Total:	\$1,400.00

Lots (4 x 4) capacity 1 cremations

Land	\$100.00
Perpetual Care	<u>\$150.00</u>
Total:	\$250.00

OPENING & CLOSING

Cremation	\$100.00
Standard - full	\$650.00

INSTALLATION OF MARKERS

Flat Markers less than 173 square inches	Nil
Flat marker larger than 173 square inches	\$100.00 Perpetual Care
Upright Markers less than 4' x 4'	\$200.00 Perpetual Care

100% allocated to care and maintenance fund for all marker fees as set out in O/Regulation 132/92

DISINTERMENT CHARGES

Disinterment of burial	\$2,000.00
Disinterment of cremated remains	\$350.00

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

SCHEDULE “B” TO BY-LAW NO. 2023-1050

CERTIFICATE OF INTERMENT RIGHTS

Certificate No. _____ Date of Purchase: _____ Contract No. _____

Pursuant to the *Funeral, Burial and Cremation Services Act*, 2002 and Regulations and all amendments thereto:

Name of Rights Holder

Name of Rights Holder

Full Address

Full Address

Cemetery Name: Mount Pleasant _____

Desbarats _____

Interment Right Location: PLOT _____ LOT(s) _____

Dimensions: _____

Interment Rights Capacity: _____

Type of Marker Permitted: _____

The Purchaser, by acceptance of this Certificate, indicates that By-law 2022** of The Township of Johnson governing the operation of the cemetery has been received and read, and agrees to be guided by the said by-law as well as provision of the *Funeral, Burial and Cremation Services Act*, 2002 as if these were included as part of this Certificate.

The Purchaser agrees that in the event of a transfer of the said Interment Rights, this Certificate cannot be transferred but will be returned to the Township of Johnson who will issue a new Certificate to the Transferee as per the stipulations contained within this by-law.

With respect of the erection or installation of markers, the Purchaser agrees to abide by the terms of By-law 2022 and the *Funeral, Burial and Cremation Services Act*, 2002 wherein restriction on the erection or installation of markers are given.

The purchaser acknowledges and provides consent to permit the Township of Johnson to collect, use and disclose your personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and any regulations thereto for information within the cemetery public register. The Purchaser also understands that the Township of Johnson does not rent or sell personal information to third party organizations.

This Interment Rights Certificate conveys only the right of interment and the right to install a marker. No other right of title or interest is conveyed.

In WITNESS whereof the Township of Johnson has affixed its signature by the hands of its proper signing officers this

_____ day of _____, _____.

For the Township of Johnson

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

SCHEDULE “C” TO BY-LAW NO. 2023-1050

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETRY SERVICES

IN _____ CEMETERY

Desbarats Cemetery – License No. 4724759

Mount Pleasant Cemetery – License No. 4724760

OPERATED BY
THE TOWNSHIP OF JOHNSON
1 JOHNSON DRIVE, DESBARATS, ONTARIO, P0R 1E0

Contract # _____

Date of Purchase (Day/Month/Year): _____

PURCHASER	RECIPIENT (if different from Purchaser)
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Province & Postal Code: _____	Province & Postal Code: _____
Telephone #: _____	Telephone #: _____
E-mail: _____	E-mail: _____
Date of Birth: _____	
Place of Birth: _____	
Purchaser’s relationship to Recipient: _____	
Name of Deceased: _____	

This Contract for Purchase of Interment Rights or Cemetery Services is between the Purchaser and The Corporation of the Township of Johnson for the recipient as identified in this contract.

The Purchaser (if different than the Recipient) represents being legally authorized or charged with the responsibility for the Recipient’s interment rights and prepaid cemetery services specified in this Contract. This Contract will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

INTERMENT RIGHTS in Cemetery: _____

Standard Grave Location: PLOT _____ LOT(s) _____ \$ _____

Cremation Location: PLOT _____ LOT(s) _____ \$ _____

SERVICES-Interment Fees	
Standard Grave:	\$ _____
Cremation:	\$ _____
Sub Total (Interment Rights)	\$ _____
Amount for Care & Maintenance	\$ _____

DISINTERMENT FEES:	
Standard Grave:	\$ _____
Cremation:	\$ _____
Sub Total (Services)	\$ _____
Total Interment Rights & Services	\$ _____

Contribution to Care and Maintenance Fund

\$250.00

Contribution to Care and Maintenance Fund-Markers

(as prescribed by the *Funeral, Burial and Cremation Services Act*)

Flat Markers less than 173 square inches	Nil
Flat Markers larger than 173 square inches.....	\$100.00
Upright Markers less than 4'x4'	\$200.00

Contract Terms and Conditions

1. The Purchaser may only cancel a contract for interment rights or cemetery services upon written notice of cancellation to the Clerk Administrator in accordance with the Funeral, Burial and Cremation Services Act and the terms and conditions set out herein.
2. Where interment rights have not been exercised and none of the contracted cemetery services have been provided and where the contract is cancelled within thirty (30) days of its execution, the Corporation of the Township of Johnson shall refund the Purchaser all monies paid.
3. Where interment rights have not been exercised and part of the contracted cemetery services have been provided, and where the contract is cancelled within thirty (30) days of its execution, the Corporation of the Township of Johnson shall refund the Purchaser the amount described in (2) above which shall be reduced by the cost of cemetery services provided as set out in the current Fee Schedule.
4. A contract for interment rights cannot be cancelled more than thirty (30) days after the date of execution of the contract.
5. The private resale of interment rights by the purchaser is prohibited.
6. The cemetery owner shall repurchase the interment rights by written request only and within thirty (30) days from the date the written request was received.
7. The repurchase price of Interment Rights shall be determined by the current value of the rights less the amount the cemetery owner paid into the Care and Maintenance Fund.
8. If the purchaser wishes to transfer an Interment Rights, the purchaser shall give written notice of the transfer to the Township of Johnson and return the original certificate of interment rights to the cemetery owner. The Township shall then issue a new certificate of interment rights to the transferee upon payment of the applicable transfer fee.
9. An Interment Rights Certificate will not be issued until this Contract has been paid in full.
10. Interment Rights Capacity-each regular sized lot can be used for one standard burial plus an additional two cremation burials or a total of six cremations per lot.
11. Markers Permitted-Per single lot one upright and 2 flat makers or six flat markers for cremation lots.

Personal Information

The Purchaser acknowledges and provides consent to permit the Township to collect, use and disclose personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and the regulations made thereunder for information within the cemetery public register. The Purchaser also understands that the Township does not rent or sell personal information or third-party organizations.

All information provided by the Purchaser to the Township shall be held, retained, disclosed, and destroyed as the case may be, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Consumer Information Guide and Cemetery Price List

By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government’s Consumer Information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

- ☐ I hereby acknowledge that I have been offered and/or received a copy of the Ontario Government’s Consumer Information Guide and the Cemetery Price List.
- ☐ I have reviewed the terms and conditions of the Contract and hereby confirm that the interments rights and cemetery services as specified in this Contract are complete and correct. I direct the Township to proceed with the sale of the interment rights as identified in this Contract in accordance with the Cemetery By-law No.2023-1050 which is now or at any time hereinafter in force.
- ☐ I hereby acknowledge that I have received and reviewed a copy of Cemetery By-law No.2023-1050
- ☐ I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the total Contract price to the township in accordance with the terms and conditions of the Contract.

The Contract date set out below is the date on which this Contract is accepted by the Township.

Purchaser: _____ **Date:** _____

Purchaser: _____ **Date:** _____

**Accepted on behalf of the
Township of Johnson**

Name: _____

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

SCHEDULE “D” TO BY-LAW NO. 2023-1050

APPLICATION FOR TRANSFER OF OWNERSHIP

I, _____ of _____

The registered owner or legal representative of the owner, hereby make application for the transfer of:

Section _____ Plot _____ Lot _____

DESBARATS CEMETERY _____

MOUNT PLEASANT _____

Now registered in the name of _____

To:

_____ of _____
(Name) (Address)

In accordance with By-law No. 2023-1050

Witness

Owner or Legal Representative

1. The right to interment may be transferred and given to an individual.
2. If the Interment Holder wishes to sell their interment rights, they shall offer it first to the Municipality. If the Municipality does not wish to re-purchase the interment rights, the interment holder may sell the interment rights to a third party. **The sale of interment rights shall not exceed the current sale price of interment rights as listed in this by-law fee schedule.** The sale and transfer must be conducted through the Municipal office to ensure that the records are correctly maintained.
3. Sale of interment rights shall be minus the Care and Maintenance previously paid.
4. The interment rights holder that intends to sell their rights must show proof of ownership.
5. If the interment rights holder has passed away proof of authority to assume ownership must be provided, (death certificate, executor of estate, will ...)



Schedule 'A' to By-Law

2022 - 1031

POLICY TITLE: Human Resource	SUBJECT: Vacation and Holiday Policy Personal Days (paid and unpaid) Bereavement Policy Leave of Absence Service Recognition
POLICY SECTION OR DEPARTMENT: All Departments and full-time Employees and qualifying part-time Employees	EFFECTIVE DATE: September 21 st 2022 ENACTED BY: By-law 2022-1031

Purpose:
Johnson Township has a responsibility to establish clear policies as they relate to Human Resource issues.

It is the intent of this policy to establish the guidelines for Employees to access their entitlement for Vacation, Statutory and Paid Holidays, Personal Paid and Un-paid Days and Bereavement Time-Off.

Vacation:
Vacation entitlement is based on a full calendar year of service (January 1st to December 31st). For permanent full-time Employees working less than 37.5 hours per week, the vacation entitlement will be pro-rated according to their regular work week.

Years of service	Vacation entitlement	Vacation pay
Less than one year	Pro-rated	4%
1	2 weeks	4%
2-5	3 weeks	6%
6-9	4 weeks	8%
10-15	5 weeks	10%

16-20	6 weeks	12%
21-	6 weeks	14%

Vacations must be used in the year they are earned. If unused on December 31st vacation shall be paid out. Employees must notify the Treasurer in writing to carry one week over to the following year.

Employees may accumulate more than one week per year with approval of the clerk and their department head for a specific reason.

Statutory and Municipal Holidays:

Employees are entitled to All Statutory Holidays. In addition to Statutory Holidays Employees are entitled to certain Civic Holidays. All holidays are paid holidays and include:

- | | |
|------------------|-----------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |

Personal Paid Days:

The Township encourages all employees to maintain a healthy and balanced lifestyle. If a Personal day is required, the employee shall provide their supervisor with as much notice as possible. From time to time it may be necessary for employees to attend to personal and family issues that require time away from their job during normal working hours.

Employees shall be entitled to six (6) paid Personal Days. Personal days may not be carried over from one year to another. If unused on December 31st, remaining Personal Paid days shall be paid out.

Employees shall be paid a regular wage when it is the decision of the Township to close the office for whatever reason.

Personal Un-paid days:

In addition to six (6) paid Personal Days the Township supports six (6) Un-paid Personal Days. Un-paid Personal days may not be carried over from one year to another.

Bereavement Days:

In the event of a personal loss of a family member Township Employees shall be entitled to the following time off: (personal paid or un-paid may also be used in addition to)

Loss of spouse, partner, child	2 week – with pay
Loss of parents, siblings	1 week - unpaid
Loss of grandparents	3 days - unpaid

Loss of extended family member	1 day - unpaid

Leave of Absence:

A leave of Absence may be granted upon written request to the Clerk and Department Head. The approval process will involve consideration of the following factors:

- Length of employment
- Previous time off or absences
- Purpose of request
- Departments ability to cover the employees work

A request will not be granted for a leave of absence until the employees’ vacation, personal days paid and un-paid and any banked time has been used. A leave of absence may be granted and shall be without pay.

Pursuant to the Employment Standards Act, there are specific unpaid leaves that may be granted including:

- | | |
|------------------------|---|
| Pregnancy Leave | Parental Leave |
| Family Medical Leave | Organ Donor Leave |
| Family Caregiver Leave | Critical Illness Leave |
| Child Death Leave | Crime Related Child Disappearance Leave |
| Declared Emergencies | Domestic or Sexual Violence Leave |

Long Term Service Recognition:

The Township of Johnson recognizes employee service and contributions to the success of the Municipality by presenting long term service awards to employees actively employed and who have achieved five years of service and at intervals of five years.

Years of Service	Cash Value
5	\$100.00
10	\$200.00
15	\$300.00
20	\$400.00
25	\$500.00

Adopted by By-Law 2022-1031 and Resolution #

AGREEMENT made this 11th day of January, 2023

B E T W E E N:

**BLAINE GORDON MERSEREAU and
PIERRETTE MARIE FRANCE SORENSEN**

Hereinafter called the “Owners”

and

CORPORATION OF THE TOWNSHIP OF JOHNSON

Hereinafter called the “Municipality”

WHEREAS the Owners are the owners of lands and premises described as Parcel 5882 SEC ACS; Pt. lot 2, Plan M272, Johnson Pt 1 AR875, except a strip of land 10 feet in perpendicular width along the shore of Bass Lake, Johnson, as in PIN 31456-0192 LT;

AND WHEREAS the Municipality is the owner of lands described as Parcel 5257 SEC ACS; McDonald DR. Plan M272, Johnson; Johnson, as in PIN 31456-0317 LT being Diamond Lake Road;

AND WHEREAS structures owned by the Owners have been inadvertently constructed upon part of Diamond Lake Road;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged the parties hereto covenant and agree as follows:

1. The encroachments as shown on the Plan of survey prepared by Bill Webb, Ontario Land Surveyor dated December 21, 2022 and attached hereto as Schedule “A” and specifically the garage and the shed shown on the said Plan of Survey may continue but shall be deemed to be with the licence of the Municipality to the intent that the Owners

shall not acquire any other interest whatsoever therein.

2. The Owners shall pay to the Municipality upon signing this Agreement the sum of \$700.00 plus HST if applicable for the privilege herein granted.
3. The Owners consent to the registration of this Agreement on title to the Owners lands.
4. The Owners shall not increase the current footprint of the garage and shed which now encroach onto the Diamond Lake Road allowance as shown on the Plan of Survey attached hereto.
5. The Owners shall at all times indemnify and save harmless the Municipality from and against all claims, actions, demands and causes of action whatsoever which may be brought against the Municipality and from and against all loss, costs, damages, fees, charges and expenses whatsoever which may be incurred by the Municipality for or by reason of or on account of the Owners' use of the Municipality's road allowance pursuant to the terms of this Agreement.
6. The Owners shall at their cost and expense keep and maintain the structures in a good state of repair.
7. It is expressly agreed that upon the destruction, removal or replacement of the structures shown on the Plan of Survey prepared by Bill Webb, Ontario Land Surveyor dated December 21, 2022, the permission hereby granted shall without any action or notice and at the sole option of the Municipality be terminated and at an end.
8. This Agreement shall enure to the benefit of and be binding upon the successors on title, heirs, executors, administrators and assigns of the parties respectively.
9. Time shall be of the essence of this Agreement.
10. This Agreement and any agreements and documents to be delivered pursuant to the

terms of this agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of any of the parties in respect of the subject matter hereof. No provision may be amended or waived except in writing.

11. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same agreement.
12. The preamble and any schedules to this agreement are incorporated by reference herein and form an integral part hereof.
13. In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.
14. Each party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and things in connection with this agreement that another party may reasonably require for the purposes of giving effect to this agreement.
15. Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.
16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
17. This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.
18. Delivery of an executed copy of a signature page to this Agreement by facsimile or email transmission shall be as effective as delivery of a manually executed copy of this Agreement and each Party undertakes to provide the other Party with a copy of the

Agreement bearing original signatures forthwith upon demand.

19. This Agreement may be executed in any number of counterparts and transmitted electronically and including by facsimile or e-mail or PDF file, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this Agreement by facsimile or e-mail or PDF file, immediately following request by any other Party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the Electronic Commerce Act, 2000 (Ontario).

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of)

_____))
Witness)

_____))
Witness)

_____) **Blaine Gordon Mersereau**

_____) **Pierrette Marie France Sorensen**

_____) **Corporation of the Township of Johnson**
Per:)

_____) **(Name/Title)**

_____) **(Name/Title)**

_____) **We have authority to bind the Corporation**



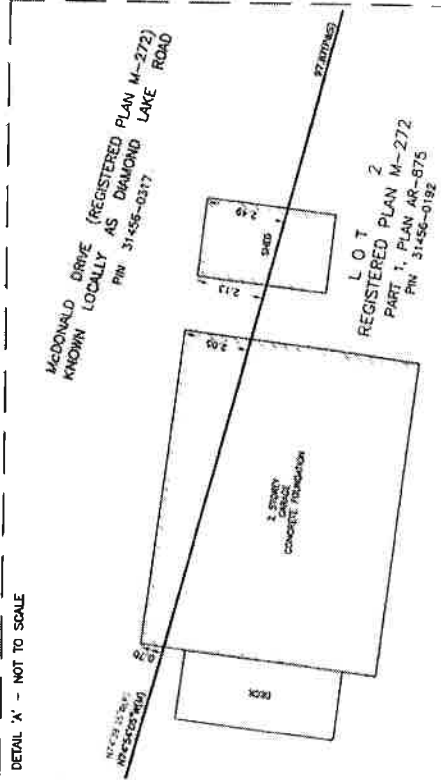


PLAN OF SURVEY OF
PART OF LOT 2
REGISTERED PLAN M-272
GEOGRAPHIC AND MUNICIPAL TOWNSHIP OF JOHNSON
DISTRICT OF ALGOMA
TULLOCH GEOMATICS INC., O.L.S.
2022



SCALE 1:300

THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:500.



INTEGRATION COORDINATE TABLE		
COORDINATES ARE DERIVED FROM POSIS OPERATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, AND ARE REFERRED TO UNITS ZONE 17T01W00 (CONTINUED) NAD83(CRS82)(P10.0).		
COORDINATE VALUES ARE TO URBAN ACCURACY IN ACCORDANCE WITH SECTION 14.2(1) OF REG. 216/10		
POINT ID	NORTHING	EASTING
CRP A	5145545.23	275382.70
CRP B	5145565.36	275693.51

BEARING NOTE:
BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINEMATIC (RTK) OBSERVATIONS, AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18QUB (00°W LONGITUDE) MAGD/CSRS(2010.0).

CONVERGENCE NOTE:
FOR BEARING COMPARISONS, A ROTATION OF 2°15'43" CLOCKWISE WAS APPLIED TO READINGS ON UNDERLYING PLANS TO ACCOUNT FOR DIFFERENT REFERENCE DIRECTIONS.

METRIC

DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY MULTIPLYING BY 0.3045.

DISTANCE NOTE:

GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.000125.

UNIVERSITY

4

30 31

8155

555

12 13

550 550
1116 1116

6272

ACS

SURVEYOR'S CERTIFICATE


GERNEY THAT.

- 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
- 2) THE SURVEY WAS COMPLETED ON DECEMBER 10th, 2022.

December 21st, 2022
DATE

DATE _____

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM
UNIVERSITY OF TEXAS

TULLOCH

 71 BLACK ROAD
 UNIT 6
 SAULT STE MARIE
 SASK. CAN.
 T. 705 949.1457
 F. 705 949.0828
 855 856.0632

Drawn	Br	Wsm	Wsm
100	100	100	100
90	90	90	90
80	80	80	80
70	70	70	70
60	60	60	60
50	50	50	50
40	40	40	40
30	30	30	30
20	20	20	20
10	10	10	10
0	0	0	0

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

**THE MUNICIPAL CORPORATION OF
TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL
208 CHURCH ST, ECHO BAY, ONTARIO
P0S 1C0**

Date: December 13, 2022

Motion # 22- 340

Moved By:

Seconded By:



Agenda Item # 7.9
Date: 1/18/23

WHEREAS on December 1, 2022 the Ministry of Health has implemented an 80% reduction in virtual physician fees;

WHEREAS the reason for this reduction is due to the shortage of family doctors in Ontario which disproportionately affects the north with many small communities without one at all;

WHEREAS at present there are six walk in clinics in Sault Ste Marie where a doctor can be accessed virtually under the supervision of a Registered Nurse;

WHEREAS these clinics can order routine screening tests, renew prescriptions and provide care with such things as sore throats, diabetes maintenance, and urinary track infections. Those needing more serious care are referred to the Emergency Room at the local hospital.

WHEREAS the Emergency Departments at most hospitals are currently overloaded due to staffing shortages, attrition and/or illness.

WHEREAS, these virtual clinics reduce stress and increase safety to patients with minor complaints, or needing prescription renewals and prevents the need to attend the Emergency Room where long waits are likely;

WHEREAS, Northern Ontario communities are geographically widespread and often isolated with an aging population. Long drives to a centre with a doctor are often difficult and in many cases a phone conversation or a virtual consultation with a doctor would work and reduce stress and safety.

NOW THEREFORE BE IT RESOLVED that the Township of Macdonald, Meredith & Aberdeen Additional request the Ministry of Health to revisit the decision to reduce virtual physician fees by 80% and fully fund this much need medical option for everyone in the Province of Ontario.

AND that this resolution be sent to all municipalities in the Algoma District & FONOM

Signed

Lynn Watson



Carried

MAYOR

SUMMARY	
Type of Coverage	Annual Premium
Casualty/Primary Liability	\$17,159.00
Umbrella Liability (1st Layer)	\$4,816.00
Umbrella Liability (2nd Layer)	\$0.00
Property: TIV	\$57,976.00
Property: Boiler	\$7,537.00
Crime Primary	\$750.00
Automobile	\$10,994.00
Council Accident	\$2,364.00
Out of Province Medical Coverage	\$840.00
Volunteers Fire Fighters' Accident	\$6,985.00
Volunteers' Accident	\$1,750.00
LCIS - Annual Low Risk Events	\$1,300.00
LCIS Policy Fee	\$50.00
Cyber	\$6,600.00
Cyber Policy Fee	\$250.00
TOTALS:	\$119,371.00

Agenda Item B 7.10

Date 1/18/23

Premiums are subject to 8% tax excluding Auto.

NOTE: The Cyber insurer only extended coverage to Jan 14th, 2023. Effective Jan 14, 2023 there will be an extension & pro-rated additional premium will be charged.

Should you wish a full review, please advise and I will set up a date and time to discuss questions or concerns regarding the renewal offer.

Our understanding is that Council meets on January 18th (third Wednesday in January). Please confirm on January 19th if the renewal is required.

Regards

CARLO DICANDIA CAIB
ACCOUNT EXECUTIVE

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Please consider the environment before printing this e-mail

Report to Council regarding the Water Meters

It has come to our attention that there are approximately 14 Water Meters not currently reading properly.

We have contacted PUC for pricing on the 'Smart Meters' and they come in at \$313.00 per unit (inclds labour) compared to \$263.00 per unit (inclds labour)

The reason for 'Smart Meters' is so that a hand held reader can read each meter and store the results. This data would then be downloaded to the Water/Sewer software.

The expectation is that in the future there will be a tower installed and with the help of Algoma Power the 'Smart Meters' will be automatically read with the resulting data automatically uploaded to our Water/Sewer Software.

There is an issue with Metering Water in our township. When a Water Meter needs to be repaired or replaced it is very difficult to get in touch with the home owner to make arrangements to have it repaired or replaced. Most people no longer have a land line and most are not willing to give out their cell phone number. They have all been asked numerous times.

This leads to the discussion on whether or not we want to have 'metered water' or instead move to a flat rate.

Regardless of the decision we are also considering raising the rates slightly. There has not been an increase in the water/sewer rates since 2017.

Suggested rates will be different if we choose metered water or non-metered (flat rate) water billing. Suggested rate increases follow.

The suggested increases are not excessive. An average of 2% for each of the last 5 years.

Going with a flat rate each month would eliminate:

- A staff member visiting every meter to pull a reading each month
- Manually uploading the readings into the software
- Calculating the \$5.00/cubic meter when user goes over 40 cubic meters
- Repair and Replacement of meters thereby eliminating the need for each residents cell phone number

If staying on metered water we would like to raise residential rates from 55.00 per month to 60.00 per month and rather than have a 1 time billing of \$100.00 for the Capital Reserve, we would include it in the monthly rate. That would make the total water bill 68.50 per month.

For commercial from 65.00 per month TO 70.00 per month + Capital Reserve of 8.00 and for the School from a base rate of 600.00 TO 650.00 per month plus water use rate of \$5.00 per cubic meter and + capital reserve of 250.00 per month.

If going to flat rate it is suggested that Residential be 72.50 per month. (This will allow for any overages by giving a bit of a cushion) and Commercial to 78.50 per month. Both these rates include the Capital Reserve of 8.50 per month.

The High School could go to a flat rate of 5000.00/mo (currently paying that on average over the year) + 250.00 per month capital charge.

Sewer

It is suggested that we also increase the Sewer rates from 25.00 per month + annual capital charge to 27.50 per month and a monthly capital charge of 4.50 for a total of 32.00 per month. Total per year would go from \$350.00 to \$384.00 an average annual increase over the last 5 years of 1.75%

W1

From: Carol Trainor <clerk@tarbutt.ca>
Sent: Thursday, November 17, 2022 2:27 PM
To: Glenn Martin; Janet Maguire
Subject: Landfill Appointments

Agenda Item C 8.1
Date: 1/18/23

The following resolutions were passed last evening:

Carried

Carried

Thanks,
Carol.

Janet Maguire

From: Mayor Mckinnon
Sent: Thursday, December 22, 2022 3:35 PM
To: Janet Maguire; Glenn Martin
Subject: FW: MPAC: Congratulations!

Agenda Item C 8.42
Date: 1/18/23

This was in my junk mail.

----- Original message -----
From: Carmelo Lipsi <carmelo.lipsi@mpac.ca>
Date: 12/13/22 10:13 PM (GMT-05:00)
To: Mayor Mckinnon <mayormckinnon@johnsontownship.ca>
Subject: MPAC: Congratulations!



Dear Mayor McKinnon,

On behalf of the Municipal Property Assessment Corporation (MPAC), please accept our sincere congratulations on your election as Mayor of Johnson Township.

MPAC's role is to assess and classify more than 5.5 million properties across the province worth an estimated total value of more than \$3 trillion, in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

As Ontario's property market experts, our professional and accredited employees are responsible for providing accurate, impartial assessments to support and strengthen communities across the province. Our work to keep Ontario's property inventory up to date enables municipalities to conduct fair taxation to deliver municipal services, while our data insights help governments, property owners and businesses make informed decisions for today, and the future.

I am pleased to lead the MPAC Municipal and Stakeholder Relations team, along with our Director, Mary Dawson-Cole. We have an account management team for every municipality, and I encourage you to reach out to your [local MPAC representatives](#) with any questions you might have during your term.

You can expect to hear from the team to set up a meeting with your Council to discuss your local assessment base, answer questions and hear about local priorities to help us serve you better.

We recognize your commitment to serving the people of Ontario and look forward to working together. I would also like to wish you Season's Greetings and all the best for the coming year.

Yours truly,

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



Agenda Item C 8.2
Date: 1/18/23

234-2022-5422

January 4, 2023

Dear Heads of Council,

I'm pleased to share an update on key initiatives underway at my ministry to help meet our government's goal of building 1.5 million new homes over the next 10 years.

The legislature recently passed our government's *More Homes Built Faster Act, 2022* which takes bold action to ensure that all communities can grow with a mix of ownership and rental housing types to meet the needs of all Ontarians.

Our government knows that building inspectors play a critical role in ensuring that new homes meet the public safety requirements set out in Ontario's Building Code. However, the capacity of municipal building departments has been impacted by recruitment challenges and the increasing number of building inspectors retiring from the profession. That's why, earlier this year, we took action to help municipalities address labour supply shortages in the building sector by amending the Building Code to provide a new model for municipal building departments to design and administer internship programs for building inspectors.

Effective July 1, 2022, municipal building departments can establish program entry criteria for interns that meet their own local recruitment and enforcement needs. This new internship model supports public safety by continuing to require that a qualified building inspector or Chief Building Official supervises the work of interns. The interns must also pass ministry technical and legal exams before being able to practice independently as building inspectors.

In the coming months, the ministry will develop guidance materials to support municipalities that are interesting in launching local programs to recruit new intern building inspectors. We look forward to working with municipalities to implement local internships.

Additionally, the ministry has engaged a consultant to identify opportunities for enhancements to the qualification program for building practitioners. We are seeking input from the public, including municipalities, building inspectors, designers, septic installers and building professionals not regulated by the ministry. This feedback will help guide future decisions on new approaches to qualification.

For more information and to review the discussion paper, please visit the Environmental Registry of Ontario (ERO) website at <https://ero.ontario.ca/notice/019-6433>.

In addition to this ongoing work, the ministry is modernizing the provincial Qualification and Registration Tracking System (QuARTS). QuARTS is used by over 7,000 building practitioners to update their qualification and registration information online and to help the government regulate safety and compliance in the Ontario building industry.

Modernizing QuARTS will create a more efficient and user-friendly system, allowing building officials to spend more time on the important task of reviewing and issuing building permits to support the government's key priority of increasing housing stock.

Finally, the ministry made the 2012 Building Code Compendium freely available in Adobe PDF format through the website (<https://www.ontario.ca/page/request-digital-copy-2012-building-code-compendium>). Since its launch in March 2022, the ministry has provided free copies to over 5,000 building professionals to reduce barriers and help accelerate the construction of new homes across the province. This initiative has enabled inspectors to access Building Code requirements while performing their work onsite in a more convenient format. Additionally, candidates studying for the ministry's exams are able to access and learn Building Code content in an easy to navigate, user-friendly manner.

As part of the plan to build 1.5 million homes over the next 10 years, the government looks forward to continuing consultations with municipalities, the building industry and the public to investigate further changes to Ontario's Building Code in order to create more housing and support public safety.

If you are interested in learning more about any of the ministry's initiatives related to the transformation of Building Code services in Ontario, please contact us at BuildingTransformation@ontario.ca.

Thank you for your continued partnership as we work together to get more homes built faster for all Ontarians.

Sincerely,



Steve Clark
Minister

c: Municipal Clerks

December 2, 2022

Hello Mayor Reg McKinnon,

On behalf of Algoma Public Health, I wish to extend our congratulations on your recent election as Mayor of the Township of Johnson. In order for APH to improve the health of Algoma communities, it is critical to work with local leaders such as yourself to bring lasting population-level improvements to health for all.

At APH, we carry out important population-level functions including health protection, health promotion, health surveillance, disease/injury prevention, and emergency response to improve health and well-being within Algoma. Guided by our [strategic plan](#), we work diligently to work towards our vision "Health for all. Together."

The COVID-19 global pandemic has largely been the focus of public health work over the last few years, but we have been steadily resuming important services and revitalizing our health promotion efforts as we recover from the pandemic. We are currently 'taking the pulse' of our communities through the completion of a community health profile that will provide us with a more fulsome baseline understanding of health in Algoma, particularly in the context of the ongoing pandemic. In the interim, we will continue to focus on key areas of public health to continue to advance health and health equity in Algoma.

If you would like to discuss public health in general, or if you have a specific question or concern, please don't hesitate to [reach out to us](#). We are always looking to strengthen relationships and find new ways to improve health at the population level.

Congratulations again,



Dr. John Tuinema, MD, MPH, CCFP, FRCPC
Acting Medical Officer of Health/CEO
JTuinema@algomapublichealth.com

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9B Lawton Street
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Ministry of Agriculture,
Food and Rural Affairs

Office of the Minister

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Ontario

Agenda Item C 8.4
Date: 1/18/23

December 6, 2022

Glenn Martin
Clerk (Acting)
Township of Johnson
gmartin@johnsontownship.ca

Dear Mr. Martin:

Our government is committed to supporting job creation and the economic development of rural Ontario, and the Rural Economic Development (RED) program is an important tool to enable municipalities, Indigenous communities, and not-for-profits to succeed. I am pleased to share with you that the next intake for the RED program will open on January 23rd, 2023. A formal announcement of the new intake will be made in late January. In addition to launching a new intake, we are updating the guidelines to clearly identify program objectives and clarify eligibility criteria to help make the application process easier for applicants.

You can find all program information as it becomes available, including how to apply, on my ministry's website at ontario.ca/REDprogram.

The RED program provides cost-share funding to rural municipalities, Indigenous communities, and not-for-profit entities that will have tangible impacts in rural Ontario, measurable by one or more of the following outcomes:

- Jobs retained or created
- Investments attracted or retained
- Businesses attracted, retained and/or expanded
- Enhanced strategic economic infrastructure
- Regional partnerships that drive growth

These outcomes align with our government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province. Our government is committed to supporting economic growth in rural communities and ensuring Ontario is open for business.

.../2

I encourage you to take advantage of this funding opportunity and submit an application for your economic development project. Together, we can ensure Ontario's communities thrive.

Please accept my best wishes, I look forward to seeing many of you at the 2023 Rural Ontario Municipal Association Conference.

Sincerely,



Lisa M. Thompson

Minister of Agriculture, Food and Rural Affairs

Did you know about the Farmers' Wellness Initiative?

- Your mental health is important! If you're a farmer or a member of a farm family and in need of mental health support, please call 1-866-267-6255 and arrange to speak with a professional today.
- For additional resources visit: <https://farmerwellnessinitiative.ca/>.



Good things grow in Ontario
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2