
ENGAGEMENT OF INTEGRITY COMMISSIONER SERVICES FOR THE TOWNSHIP OF HILTON

THIS AGREEMENT made IN DUPLICATE THIS 14th DAY OF January 2026 :

BETWEEN:

**The Corporation of the Township of Hilton
(Hereinafter referred to as the "Township")**

And

**Ironside Consulting Services Inc.
(Hereinafter referred to as the "Integrity Commissioner")**

THIS AGREEMENT WITNESSES THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. INTREGRITY COMMISSIONER

The integrity commissioner is Ironside Consulting Services Inc. and the role and function may be assigned to Antoinette Blunt or another employee or sub-contractor deemed by the company to be qualified to perform the role and function as defined in this agreement.

2. TERM

This agreement (the "Agreement") shall commence 1 January 2025 and end December 31, 2027. The "Term" provided that this Agreement is not previously cancelled or terminated by the Township in accordance with this Agreement by operation of law or otherwise, and further provided that the Integrity Commissioner has faithfully complied with an performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Township reserves the right to extend the Agreement upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

3. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all of the work shown and described in this Agreement and attached as Schedules "A" and "B" to this Agreement.

4. EXECUTION OF WORK

- (1) The Integrity Commissioner shall carry out the work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Integrity Commissioner either during or after the Term unless prior written authorization to do so has been provided by the Township and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1900, c. M. 56. Upon expiry of this Agreement, the Integrity Commissioner shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Integrity Commissioner shall invoice the Township monthly for the Work performed for the Township at the rates noted as follows:

Hourly Rate: \$285.00/hour

Telephone Consultation /Responding to Questions Via Telephone or Email:

Minimum fee of 20 minutes time: \$95.00

Integrity Commissioner:

If required for services, municipal Legal services are sub-contracted (John Hart, of Ritchie, Ketcheson, Hart & Biggart LLP) and charged at the rate set by law firm.

Disbursements:

Separately invoiced at cost and may include items such as:

- Courier fees, Supplies.
- Travel expenses (gas, air fare, taxi, car rental, etc.), meals and accommodation expenses for out-of-town assignments.
- Mileage charged \$.70/km.

Notes:

1. HST at 13% (Unless client is a First Nation and is HST exempt)
2. Hourly fee is charged for one-way travel time.
3. Accounts are invoiced at least monthly (Travel by air invoiced as expenses incurred) and depending on the project, they could be invoiced partially at the beginning of the project and periodically throughout the project as various components of work are completed.
4. Payment is due upon receipt of invoice.
5. Services cancelled with less than 24 hours' notice are subject to payment of full fees and any disbursements incurred that cannot be reversed.
6. Note: Annual Fees subject to increases. Increases occur in January each year.
7. Business Number: 87739 0922 RT0001

Except where a dispute arises with respect to the accuracy of an invoice, the Township shall pay to the Integrity Commissioner invoiced within sixty (60) days or receipt thereof. Failure to do so may result in interest being charged.

6. TERMINATION OF AGREEMENT

- (1) The Township may terminate this Agreement, without cause or reason, by giving the Integrity Commissioner thirty (30) days written notice of its intention to do so.
- (2) Upon termination of this Agreement, the Integrity Commissioner and the Township shall forthwith pay to each other any monies owing to date, and the Integrity Commissioner shall return any incomplete account materials.

7. INSURANCE AND INDEMNIFICATION

- (1) The Integrity Commissioner shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Integrity Commissioner, its officers, employees, agents, or contractors in connection with this Agreement.
- (2) For the purposes of Section 6 (1) of this Agreement, and without restricting this generality of that Section, the Integrity Commissioner shall:
 - At their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Township and underwritten by an Insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
 - (b) Add the Corporation of the Township of Hilton as an additional insured with respect to the operations of the Named Insured.
 - (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Products and completed operations coverage.
 - (f) Contractual Liability
 - (g) Work performed on Behalf of the Named Insured by Sub-Contractors.
 - (h) The policy shall provide 30 days prior notice of cancellation.
 - Take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the province of Ontario and acceptable to the Township of Hilton. The policy shall be renewed for three years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Risk Manager of the Township of Hilton. The Township of Hilton has the right to

request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

- (3) The Supplier shall defend, indemnify and save harmless the Township of Hilton, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property, including loss of revenue or incurred expenses resulting from disruption of services, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors, and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. The indemnity shall be in addition to and not in lieu of an insurance to be provided by the supplier in accordance with this Contract and shall survive this Contract.

8. ASSIGNMENT

The Integrity Commissioner shall not assign this Agreement or any portion thereof without the prior written consent of the Township. In the event that the Township consents to such assignments, the Integrity Commissioner shall ensure that any assignees undertaking any of the Integrity Commissioner's obligations hereunder shall be bound by the terms of this Agreement. The Integrity Commissioner shall not be released of its obligation to the Township by reason of this assignment, and the Integrity Commissioner shall be deemed liable for any breach of this Agreement, or any legislations or regulations, committed by the assignee.

9. TOWNSHIP AND INTEGRITY COMMISSIONER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Township of Hilton
Sara Dinsdale
CAO/Clerk-Treasurer
Township of Hilton
705-246-2472
admin@hiltontownship.ca

Antoinette Blunt
Ironsides Consulting Services Inc.
155 Ironside Drive
Prince Township, ON
P6A 6K4
Office Phone: 705-779-3223
Cellular: 705-542-3504

10. INDEPENDENT CONTRACTOR STATUS

- (1) The Integrity Commissioner is an independent contractor and neither the Integrity Commissioner nor the Integrity Commissioner's staff is or shall be deemed to be employed by the Township. The Integrity Commissioner reserves the right to determine the method, manner and means by which the services will be performed in accordance with Schedules "A" and "B" attached. Notwithstanding the same, the Integrity Commissioner acknowledges and agrees to discharge its obligations and perform the services set out herein in accordance with the terms of this Agreement (including Schedules "A" and "B" attached), the Township's Code of Conduct and all applicable legislation including but not limited to the *Municipal Act, 2002* and the *Municipal Conflict of Interest Act*.
- (2) The Integrity Commissioner is not required to perform the services during a fixed hourly or daily time and if services are performed at the Township's premises, then the Integrity Commissioner's time spent at the premises is to be at the discretion of the Integrity Commissioner, subject to the Township's normal business hours and security requirements. The Integrity Commissioner hereby confirms to the Township that the Township will not be required to furnish or provide any training to the Integrity Commissioner to enable the Integrity Commissioner to perform services required hereunder.
- (3) The services shall be performed by the Integrity Commissioner or Integrity Commissioner's staff and the Township shall not be required to hire, supervise, or pay any assistants to help the Integrity Commissioner who performs the services under this agreement. The Integrity Commissioner shall not be required to devote the Integrity Commissioner's full time nor the full time of the Integrity Commissioner's staff to the performance of the services required hereunder, and it is acknowledged that the Integrity Commissioner has other Clients, and the Integrity Commissioner offers services to the public.
- (4) The order or sequence in which work is to be performed shall be under the control of the Integrity Commissioner, except to the extent that the Integrity Commissioner's work must be performed on or with the Township's computers or the Township's existing software. All materials used in providing the services shall be provided by the Integrity Commissioner.
- (5) The Township shall not provide any insurance coverage of any kind for the Integrity Commissioner or the Integrity Commissioner's staff, and the Township will not withhold any amount that would normally be withheld from an employee's pay.

11. AMENDMENTS

The Township and the Integrity Commissioner hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and assigned by both Parties.

12. ENTIRE AGREEMENT

The Integrity Commissioner acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract documents, which constitutes the entire agreement between the Parties, and which may be modified as set out in Section 11 of this Agreement.

13. SUCCESSORS

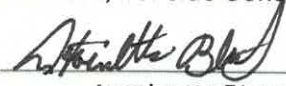
The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and where applicable, permitted assigns.

14. GOVERNING LAW

The Parties acknowledge and agree that this Agreement is made in the Province of Ontario, and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

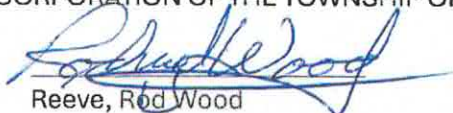
IN WITNESS WHEREOF the Parties hereto have signed this Agreement this (14 day) of (Jan month, 2026 year)

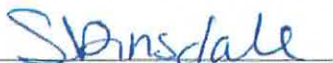
Antoinette Blunt, Ironside Consulting Services Inc.

Per: 
Name: Antoinette Blunt
Position: Senior Consultant

I have the authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF HILTON

Per: 
Reeve, Rod Wood

Per: 
CAO/Clerk- Treasurer
Sara Dinsdale

We have the authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1484-26

Being a by-law to appoint Ironside Consulting Services Inc. as the Integrity Commissioner for the Township of Hilton.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 223.3 of the *Municipal Act, 2001*, S. O. 2001, c. 25, as amended, authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of the local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality, or of the local board, as the case may be, governing the ethical behavior of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's code of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*; and

WHEREAS Council deems it advisable to appoint an Integrity Commissioner for the Township of Hilton pursuant to the Act, as amended;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Hilton does hereby enact as follows:

1. THAT Ironside Consulting Services Inc. be appointed as the Integrity Commissioner for the Corporation of the Township of Hilton with the term to commence as of January 1, 2025 and end on December 31, 2027 with the option to renew for an additional three year period.
2. THAT the Township of Hilton enter into an agreement with Ironside Consulting Services Inc. to perform the duties of Integrity Commissioner as noted in Schedule "A" attached.
3. THAT the Reeve and the Clerk be authorized to sign and execute, on behalf of the municipality, the Agreement with Ironside Consulting Services Inc.

SCHEDULE B

Attach: Bylaw to adopt Intergrity Commissioner and Integrity Commissioner Inquiry Protocol

Schedule "A" to By-law #1234-19

Subject: Code of Conduct for Council and Local Boards
Source: By-law 1234-19
Date: February 6, 2019

Purpose:

A written Code of Conduct for Council and local boards helps to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Hilton Township's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and Township Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Hilton Township Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Hilton Township Council and local boards; provide a means for members of Hilton Township Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Hilton Township Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

"Members" includes the Mayor and members of Hilton Township Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

"Confidential Information" includes:

- a. Any information in the possession of, or received in confidence by the Township, that the Township is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;

- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the Township, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (eg. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;
- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - o attendance is in keeping with his or her representative role; and
 - o the value is reasonable; and
 - o attendance at events sponsored by the same entity is infrequent.
- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.

In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Township Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the Township.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to Township services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of Township Property

No member shall, for personal purposes or profit, permit the use of any Township property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of Township duties; or
- b. associated community activities of which Council has been advised

unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of office space, equipment such as computers, fax machines, cell phones, etc., where the Township incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of Township property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of Township-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the Township of Hilton Township.

No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.

Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the Township (including Councillor newsletters and websites linked through the Township's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any Township facility for the purpose of seeking the support of Township employees working in that facility. No

member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the Township.

No member shall use Township facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the Township.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the Township.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the Township. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the Township, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age, colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the Township as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of Township staff.

Council directs the business of the Township and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Clerk Treasurer for the administration of the affairs of the Township in accordance with decisions adopted by Council. This means that under the direction of the Clerk Treasurer, staff has the responsibility and the authority to provide consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establishes the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council, and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or

influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the Township's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol

Appendix "B" – Request for Investigation

Appendix "C" – Request for Advice

Appendix "A"

Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Hilton Township Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The Township of Hilton Township Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and Township staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code, including revisions thereto;
3. To conduct inquiries into a request made by Council, a local board, a member, a member of Township staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct identifying the specific provision of the Code of Conduct that is alleged to have been contravened;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the Township Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.

3. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or Township policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
 - a. The grievance provisions of a collective agreement;
 - b. The complaint provisions under the *Ontario Human Rights Code*;
 - c. A complaint of alleged criminal activity;
 - d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commission and the time limits within the above processes will apply accordingly.

4. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;
 - d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
5. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner he/she shall submit to the Township Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the Township with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Reeve, the Clerk shall immediately advise the Reeve.

Upon receipt of a complaint involving the Reeve, the Clerk shall immediately advise the individual who was acting Reeve at the time of the allegation who is authorized to act in the place of the Reeve.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any Township office for such purpose and consultation with Township staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Reeve in the case of a complaint concerning another member; or the individual who was acting Reeve at the time of the allegation in the case of a complaint concerning the Reeve.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved the repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. Township Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

