

THE CORPORATION OF THE TOWNSHIP OF MCMURRICH/MONTEITH

BY-LAW 05-2026

Being a By-Law to appoint an Integrity Commissioner
and repeal By-Law 25-2022

WHEREAS Section 223.3 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes municipalities to appoint an Integrity Commissioner who is responsible for acting in an independent manner to apply the Code of Conduct of Council and local boards and other such duties as may be assigned to them by the Municipality with respect to:

1. The application of the code of conduct for members of Council and members of 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 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 behaviour of members.
6. Requests from members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.


AND WHEREAS an Integrity Commissioner is responsible for performing, in an independent manner, the functions assigned by the Municipality;

AND WHEREAS Council deems it expedient to appoint ADR Chambers Inc. as the Integrity Commissioner to perform accountability services such as advisory, inquiry and reporting functions respecting matters and as may be set out in the Municipal Act, 2001;


NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF MCMURRICH/MONTEITH HEREBY ENACTS AS FOLLOWS:

1. That the ADR Chambers Inc., represented by Michael Maynard, is hereby appointed the Integrity Commissioner for the Township of McMurrich/Monteith.
2. That this By-law, together with the agreement from ADR Chambers Inc., shall constitute the agreement for the purchase of services between the Township of McMurrich/Monteith and ADR Chambers Inc.
3. That this By-law repeals By-law 25-2022.
4. That this By-law shall come into force and effect upon its passing.

Read a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 20th day of January, 2026.



Mayor
Glynn Robinson



Clerk-Treasurer
Cheryl Marshall

Schedule A
Bylaw 05-2026

THIS AGREEMENT FOR PROFESSIONAL SERVICES
made as of the ___ th day of December, 2025

BETWEEN:

Township of McMurrich/Monteith
(hereinafter called "the Township")

- and -

ADR CHAMBERS INC.
(hereinafter called "ADRC")

WHEREAS the Township would like to retain the services of Michael Maynard of ADRC as its Integrity Commissioner under the authority of section 223.3(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "Act") to perform the Services of this position in accordance with the terms of the Act and the provisions of this Agreement;

NOW THEREFORE, the Township and ADRC for good and valuable consideration hereto covenant and agree as follows:

Services

1. ADRC agrees to provide Integrity Commissioner services with Michael Maynard of ADRC as the appointed Integrity Commissioner (the "Commissioner"), in accordance with the authority for such appointment as prescribed in Section 223.3 (1) of the Act. ADRC will also make available to the Municipality other ADRC support persons, as permitted by this Agreement, including Ellen Fry, Ben Drory, Jeffrey Shapiro and Naomi Bussin as Associate Investigators.
2. ADRC agrees to perform the services (the "Services") as set out in section 223.3(1) of the Act.
3. Neither ADRC nor the Commissioner will provide legal advice and none of the advice provided in the delivery of the Services should be considered legal advice. Anyone who requires legal advice should seek that advice from a practising lawyer.
4. Services shall be performed in relation to the Township's Code of Conduct, as amended. A copy of the Township's current Code is attached to the Agreement as Schedule "A".

5. The Commissioner is appointed for the purpose of addressing Integrity Commissioner-related issues. The Commissioner's jurisdiction over complaints is established only upon ADRC's receipt of a Formal Complaint. ADRC shall not provide advice to persons who wish to file or are thinking about filing a Formal Complaint to ADRC.
6. The Township may in writing at any time after the execution of the Agreement or the commencement of Services delete, extend, increase, vary, or otherwise alter the Code. The Township and ADRC may jointly agree to alter the services. ADRC shall have the option of terminating this Agreement immediately if the scope of the Services is materially altered without ADRC's consent.
7. (a) The Township may at any time, by giving 60 days' notice in writing to ADRC, suspend or terminate this Agreement and the Services or any portion thereof. This may be done for any reason. If the Township determines or is informed pursuant to this Agreement that ADRC has a conflict of interest, the Township may ask ADRC to make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to the Township, failing which, the Township may terminate this Agreement. Upon receipt of written notice of termination, ADRC shall perform no further Services other than those reasonably necessary to close out the Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.

(b) Should a conflict of interest arise, ADRC shall disclose such conflict to the Township and shall make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to both the Township and ADRC. If unable to address the conflict to the satisfaction of both the Township and ADRC, ADRC may, at any time by notice in writing to the Township, terminate the Agreement and the Services. Upon ADRC's delivery of written notice to the Township, ADRC shall not, without the consent of the Township's Clerk, perform any further Services other than those reasonably necessary to close out ADRC's Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.
8. ADRC shall perform the Services, in an independent and consistent manner to meet the requirements of the Township. ADRC shall complete the Services on a flexible and as-needed basis as required by the Township.
9. The Township acknowledges and agrees that ADRC shall make all final reports to Council. These reports to Council will be made using the proper administrative reporting procedures as directed by the Township's Clerk. Notwithstanding anything in this paragraph, ADRC may provide advice to Councillors on a confidential basis.

Term, Termination, and Expiration

10. (a) Subject to the provisions of this Agreement, the initial Term of this Agreement shall be for **three (3) years** and shall commence on the date of execution of the Agreement by both parties (the "Term").

(b) Upon any termination of this Agreement, ADRC shall provide to the Township's next Integrity Commissioner all material/documentation related to any investigations underway and such documentation/material shall become the property of the new Integrity Commissioner of the Township. In the event the Township has not contracted the services of a new Integrity Commissioner upon termination of this Agreement, ADRC shall make arrangements with the Township to transfer documentation/material relating to on-going investigations to the Township's Clerk in a manner that satisfies ADRC's concerns respecting confidentiality of the records while allowing their use for the purposes for which they were created.

(c) Following termination of the Agreement, ADRC shall retain all records and documentation relating to the Services for seven (7) years (the "Retention Period"). Upon completion of the Retention Period, ADRC shall dispose of the records.

Impartiality

11. ADRC acknowledges that neither ADRC, nor any of its employees or agents providing Services to the Township has any conflicts of interest. Specifically, ADRC acknowledges that neither the Commissioner, nor any other employee or agent of ADRC providing Services are employed by the Township, have any financial interest in matters involving the Township, have any interest in matters before the Township's Council, or have any interest in any work undertaken by the Township. ADRC further agrees that ADRC, its employees and agents involved in providing Services will not have any involvement in political campaigning/endorsements, or related conflicts of interest, with any current member of the Township's Council, Committees, Local Boards, or with any current member of a council, committee or local board of a local municipality within the Township preceding or during the Term of the Agreement. ADRC acknowledges that ADRC and the Commissioner shall be and always remain impartial and neutral. ADRC shall perform the Services skilfully, competently, and in accordance with the law.

Compensation

12. (a) The Township shall pay ADRC the following fees and disbursements for services rendered:

- a. Retainer Fee of \$500 per year + HST, charged annually upfront (includes the preparation of the Annual Report);
- b. The Hourly Rate shall be \$375 + HST for work performed by the Commissioner;
- c. The Hourly Rate shall be \$300 + HST for work performed by the Associate Investigator;
- d. Mileage for reasonable travel at a rate of \$0.60/km. The Township agrees that particulars of travel within the Township shall not be disclosed to the Township by ADRC if believed that doing so may compromise confidentiality of a complainant or participant in an investigation; and
- e. Reasonable disbursements at cost.

(b) Should ADRC require a meeting space in the Township during the course of an investigation, the Township shall provide such space in a Township facility on an as needed and as available basis. In arranging for such space, the Township will be mindful of the importance of confidentiality. For greater certainty, ADRC may request space in another Township facility where the space offered could, in the opinion of ADRC, give rise to confidentiality concerns.

(c) The Township will print ADRC's reports and will provide services with respect to service of summonses or subpoenas, as may be requested by ADRC at the expense of the Township.

(d) The Township shall provide public access to the Code through its website. The Township shall also provide information about the Code, the functions of the Integrity Commissioner, and the complaint process on its website. ADRC's Services do not include development of a website or such information. Review of the website content does not constitute part of ADRC's Services, unless requested.

(e) If the Township Clerk refuses to authorize any of ADRC's fees and expenses contemplated by the Agreement, ADRC is entitled to appeal such decision directly to the Township's Council.

(f) Should fees or expenses that ADRC feels are necessary for the reasonable performance of the Services be refused on appeal to the Township's Council, then the issue shall be resolved by arbitration pursuant to paragraph 30 of this Agreement.

- 13. ADRC shall not assume responsibility for, nor seek reimbursement from, the Township for any costs incurred by ADRC not specifically set out in the Agreement unless such costs are authorized, in writing, by the Township's Clerk (in advance).

14. ADRC shall submit an invoice to the Township for all services completed in the immediately preceding month. Interest at the annual rate of 12 percent per annum will be paid on the total outstanding unpaid balance commencing 30 days after the Township has received ADRC's invoice. Any applicable Harmonized Sales Tax shall be added to each monthly invoice as prescribed by law from time to time and shall be paid to ADRC by the Township. ADRC shall provide its HST Registration Number on all invoices to the Township.
15. ADRC shall provide copies of receipts with respect to any disbursement, for which receipts would normally be available, for which ADRC claims payment under this Agreement.

Insurance and Indemnification

16. (a) Indemnity

ADRC agrees to indemnify and save harmless and shall obtain, maintain, pay for and provide evidence of the following insurance.

- (b) Professional and Commercial General Liability Insurance

ADRC shall obtain, maintain, pay for, and provide evidence of Professional Liability Insurance with limits of not less than \$2 million (\$2,000,000.00), inclusive per claim, covering services or activities by ADRC and ADRC's agents and employees (inclusive of the Commissioner) that are professional in nature and thereby excluded under the Commercial General Liability Policy.

ADRC shall obtain, maintain, pay for, and provide evidence of Commercial General Liability Insurance that includes as an additional insured the Township, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof.

- (c) Workplace Safety and Insurance Board ("WSIB")

ADRC is not required to register with the WSIB and, upon request, can provide a letter from the WSIB attesting to this.

- (d) *Municipal Act, 2001* Indemnity

The Township hereby provides the Integrity Commissioner and any person acting under the Integrity Commissioner's instructions with the indemnity provided for and required in section 223.3(6) of the *Municipal Act, 2001*, as amended by Bill 68 and effective March 1, 2019.

Representation of ADRC

17. ADRC is appointed under authority of subsection 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. ADRC and the Commissioner may be identified publicly as the Integrity Commissioner appointed by the Township. ADRC shall be an independent contractor and shall not be considered and shall at no time represent itself or permit any of its employees or agents to represent themselves to be legal counsel, an agent, or an employee of the Township.

Confidentiality

18. The Commissioner is entitled to have access to all books, records, electronic data processing records, reports, files, and all other papers, things or property belonging to or used by the Township or a local board that the Commissioner believes to be necessary for an inquiry.
19. ADRC, the Commissioner, and every person acting under the instructions of either ADRC or the Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of its Services, save and except information that may be disclosed in a criminal proceeding, as required by law or otherwise set out in subsection 223.5(2) of the Act.
20. ADRC shall comply with the confidentiality provisions of the Act and specifically the requirements set out in sections 223.5, 223.6, 223.7, and 223.8 of the Act.
21. Except as may be required by law, ADRC shall not disclose confidential information that was the subject of a closed meeting under section 239 of the Act, or which could identify a person concerned. Nothing herein precludes the ADRC from making public disclosure of information as is permitted by law.
22. In the event the Commissioner believes access is required to files and documents for which solicitor client privilege is claimed, then ADRC shall discuss such request with the Township's solicitor. If, in the opinion of the Township's solicitor, such request needs to be approved by the Township's Council, then the direction of the Township's Council will be sought by the Township's solicitor.
23. Upon receipt of a Formal Complaint pursuant to the Code, the Commissioner may conduct an informal investigation or may elect to exercise the inquiry powers under sections 33 and 34 of the *Public Inquiries Act*, as contemplated by subsection 223.4(2) of the Act.

General Conditions


24. Except as set out herein, neither ADRC, nor any person, firm, or corporation associated or affiliated with or subsidiary to ADRC shall have an interest either directly or indirectly with the business of the Township.
25. ADRC is not permitted to assign this Agreement in whole or in part, subject to paragraphs 26 and 27.
26. ADRC recognizes and agrees that the Commissioner has been selected by the Township to perform the Services based on his or her unique qualifications for the position, combined with the support systems provided by ADRC. In the event of any delegation of the Services by ADRC to an agent, employee, or other person beyond what is expressly set out in this Agreement, ADRC will notify the Township's Clerk of the identity of the proposed designate, as well as his or her qualifications, experience, and expertise necessary to perform the Services to the same standard.
27. Nothing herein shall preclude the Commissioner from delegating his or her authority to individuals referred to in this Agreement or such other individuals who may be agreed to by the Township in accordance with the provisions of the *Municipal Act, 2001*.
28. Powers and Services assigned to ADRC under this Agreement shall apply to ADRC only while in performance of the Services during the Term of this Agreement.
29. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to ADRC's Services.
30. Any dispute, difference or disagreement between the parties hereto in relation to this Agreement may be referred to arbitration. The parties will agree on a suitable arbitrator and if they are unable to do so, an arbitrator will be appointed by the ADR Institute of Ontario. The award of the arbitrator shall be final and binding upon the parties. The provisions of the *Arbitration Act, 1991*, S.O., 1991, as amended shall apply.
31. The headings used in the Agreement are for convenience of reference only and do not limit or otherwise affect the meaning of the terms, provisions, interpretation, or language of the Agreement.
32. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

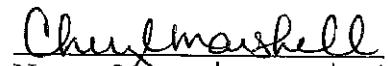
IN WITNESS THEREOF ADRC has set its corporate seal attested by the hands of its duly authorized officers and the Township has affixed its corporate seal attested by the hands of its duly authorized officers on the day and year first above written.

SIGNED, SEALED AND DELIVERED

The Township of McMurrich/Monteith

PER:


Name: Glynis Robinson
Title: Mayor


Name: Cheryl Marshall
Title: Clerk

ADR CHAMBERS INC.



Naomi Bussin
Director, Integrity,
Investigation & Resolution
I have authority to bind the
corporation

Schedule "A"
Code of Conduct

Township of McMurrich/Monteith

By-Law # 20- 2013

Schedule "A"

CODE OF CONDUCT FOR COUNCIL

STATEMENT OF COMMITMENT:

We, the Council Members of the Corporation of the Township of McMurrich/Monteith, are committed to discharging our duties conscientiously and to the best of our ability. As leaders of the community, we are held to a higher standard of behavior and conduct.

In the performance of our community role we will act with honesty and integrity and generally conduct ourselves in a way that generates community trust and confidence in us as individuals and enhances the role and image of the Council for the Township of McMurrich/Monteith in the performance of our duties as elected officials.

ROLES AND OBLIGATIONS

Role of Council (as noted in the *Municipal Act, 2001*, as amended, Section 224).

- i) To represent the public and to consider the well-being and interests of the municipality over our own personal interests.
- ii) To develop and evaluate the policies and programs of the municipality;
- iii) To determine which services the municipality provides;
- iv) To ensure that administrative policies, practices and procedures are in place to implement the decisions of the Council;
 - a) To ensure the accountability and transparency of the operations of the municipality including the activities of the senior management of the municipality;
- v) To maintain the financial integrity of the municipality; and
- vi) To carry out the duties of Council under this or any other Act.

Role of Head of Council (as noted in the *Municipal Act, 2001*, as amended, Section 225).

- i) To act as Chief Executive Officer of the municipality;
- ii) To preside over Council meetings so that its business can be carried out efficiently and effectively;
- iii) To provide leadership to the Council;
- iv) Without limiting clause iii), to provide information and recommendations to the council with respect to the role of council described in Section 224 (d) and (d.1) of the *Municipal Act, 2001*, as amended
- v) To represent the municipality at official functions; and
- vi) To carry out the duties of the Head of Council under this or any other Act.

Role of Officers and Employees (as noted in the *Municipal Act, 2001*, as amended, Section 227).

- i) To implement council's decisions and establish administrative practices and procedures to carry out Council's decisions;
- ii) To undertake research and provide advice to Council on the policies and programs of the municipality; and
- iii) To carry out other duties required under this or any Act and other duties assigned by the municipality.

A. PURPOSE OF THE CODE OF CONDUCT

The Code of Conduct sets minimum standards for the behavior of Council members in carrying out their functions. It has been developed to assist Council to:

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

B. STANDARDS OF CONDUCT

- 1. Members of Council shall at all times seek to advance the common good of the community which they serve.
- 2. Members of Council shall truly, faithfully and impartially exercise the office to the best of their knowledge and ability.
- 3. Members of Council shall refrain from behavior that could constitute an act of disorder or misbehaviour. Specifically, Members of Council shall refrain from contact that:
 - i) Contravenes Federal or Provincial statutes or legislation, the Municipal Act, Municipal By-Laws, associated regulations and the Municipality's Code of Conduct.
 - ii) Is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others.
 - iii) Prejudices the provision of a service or services to the community.

C. CONDUCT TO BE OBSERVED

1. Release of Confidential Information

- i) Members of Council have a duty to hold in strict confidence all information concerning matters dealt with in Closed Council meetings or that is determined to be confidential by the Clerk Treasurer or Clerk designate, or as specifically declared by Council. A Member of Council shall not, either directly or indirectly, release, make

public or in any way divulge any such information or any aspect of the Closed Council deliberations to anyone, unless expressly authorized by Council or required by law to do so.

- ii) Members of Council shall not release information in contravention of the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.
- iii) Members of Council shall not release information subject to solicitor-client privilege, unless expressly authorized by Council or required by law to do so.
- iv) Members of Council shall not misuse confidential information (information that they have knowledge of by virtue of their position as Councillor and/or information that is not in the public domain including emails and correspondence from other Members of Council or third parties) such that it may cause detriment to the Corporation, Council or others, or benefit or detriment to themselves or others.

2. Foster Respect for Decision-making Process

All Members of Council 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 processes of Council is fostered.

3. Release of Information to Public and Media

Members of Council acknowledge that official information related to decisions and resolutions made by Council will normally be communicated to the community and the media by the Reeve as Head of Council or by those so designated.

4. Acceptance of Gifts, Hospitality and other Benefits

Council members 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. This does not include gifts or personal benefits received as a matter of the protocol or social obligations that normally accompany the responsibility of public office.

5. Engaging in Incompatible Activity

Members of Council shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of official duties in the public interest.

Without limiting the generality of the foregoing, Members of Council shall not:

- i) Use any influence of office for any purpose other than official duties;
- ii) Act as an agent on behalf of another party, before Council or any committee, board or commission of Council;

- iii) 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 paid by the municipality;
- iv) 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;
- v) Place themselves in a position of obligation to any person or organization which might benefit from special consideration or may seek preferential treatment;
- vi) Give preferential treatment to any person or organization in which a Members of Council have a financial interest;
- vii) Influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member or Members of Council have a financial interest; and
- viii) Use corporate materials, equipment, facilities or employees for personal gain or for any private purpose. The use of the computer provided by the Corporation is allowable.

6. Conflict of Interest

It is the responsibility of individual Councillors to ensure that they are aware and trained in the application of the *Municipal Conflict of Interest Act*. (MCIA) (e-laws: <http://www.e-laws.gov.on.ca/index/html>). The onus is on the Councillor to identify a conflict of interest, to take the appropriate action to identify the existence of a conflict in favour of his/her public duty by verbally declaring a conflict of interest and submitting a written statement of their conflict of interest to the Clerk, or designate, or by verbally declaring at a Council meeting.

- i) A conflict exists when an individual is, or could be, influenced, or appear to be influenced by a personal interest, financial (pecuniary), or otherwise, when carrying out their public duty. Personal interest can include direct or indirect pecuniary interest, bias, pre-judgement, close mindedness or undue influence.
- ii) Council members 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 during a Member's term of office and, 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 the public not to exist.

The following principles should be used as a guide (refer to *Ontario's Municipal Conflict of Interest Act: A Handbook* (O'Connor/Rust D'Eye)

- a) In making decisions, always place the interests of the taxpayers first, and, in particular, place them before the interests of colleagues on council, staff, friends, or family.
 - b) Always interpret the phrase "Conflict of Interest" in the broadest possible terms.
 - c) A factor which could be considered a conflict by taxpayers should be treated as a conflict and be disclosed by the member of Council.
 - d) If in doubt, it is better to disclose a situation.
 - e) It is the responsibility of individual Councillors to obtain independent legal advice with respect to any situation that might arise whereby there is a potential for a conflict of interest.
 - f) It is considered a breach of this policy to require or to attempt to burden staff members to assist in the determination of a conflict of interest for individual Councillors.
- iii) A member of Council cannot be accused of having a conflict of interest by only of failing to disclose it. Taking part in debate and voting on a matter in which the member of Council has an undisclosed interest may lead to disciplinary action under the *Conflict of Interest Act*, as amended. In the event of an alleged contravention, an elector may bring an application before a Judge of the Ontario Court of Justice for a determination of whether a member has contravened the *Municipal Conflict of Interest Act*. If a member is found to have contravened the MCI Act, a judge has the power to: declare the member's seat to be vacant; disqualify the member or former member from being a member for a period of up to seven (7) years; or where the contravention has resulted in financial gain to the councillor, require the member or former member to pay restitution to the party who suffered the loss; criminal charges.

7. Avoidance of Waste

Members of Council shall avoid waste, abuse and extravagance in the provision or use of public resources, and shall expose fraud and corruption of which the Member of Council is aware.

8. Social Media

Social Media is one of many communication tools and it provides a unique opportunity to interact with some constituents. Elected Officials should use sound judgement and common sense in using social media and should ensure that all social media use conforms to this code of conduct as well as corporate values and sound business practice. The following guidelines must also be adhered to:

- i) If you re-post something written by someone else, ensure you have the proper permission to do so. Do not use copyrights, trademarks, publicity rights or other rights of others without the necessary permissions of the right holder(s);

- ii) Do not post information about the Township of McMurrich/Monteith discussed in closed session and do not post private or confidential information about fellow Councillors or township employees;
- iii) Do not discuss situations involving named or pictured individuals without their permission and do not post anything that you would not present in a public forum;
- iv) You have an obligation to ensure that posts are accurate and not misleading and that they do not reveal non-public information about the Township of McMurrich/Monteith. If in doubt as to whether to reveal non-public information about the township, do not post and remember, once information is published online it may become part of a permanent record;
- v) Do not use Social Media during a Council Meeting;
- vi) Do not forget that decisions and resolutions made by Council will normally be communicated to the community and the media by the Reeve as Head of Council or by those so designated;
- vii) For the most part, comments and messages posted to the township's official social media sites or services are considered transitory records and will not be kept as a permanent record by the Township of McMurrich/Monteith. Information specifically collected as part of an official township public engagement/information exercise will be kept in accordance with the Township's retention policy.
- viii) Use of the township associated e-mail address, communicating in an official capacity, or discussing township business – on personal or corporate social media sites, or services, and/or personal websites – will constitute conducting township business and will be required to conform to this code of conduct as well as corporate values.

D. INTERPERSONAL BEHAVIOUR OF MEMBERS OF COUNCIL

1. Treat Every Person with Dignity, Understanding and Respect.

Members of Council shall abide by the provisions of the *Human Rights Code*, and, in doing so, shall treat every person, including other Members of Council, Township employees, individuals providing services on a contract for service, students on placements, and the public, with dignity, understanding and respect for the right to equality and the right to an environment that is safe and free from harassment and discrimination.

2. Relationships with Staff and the Head of Council and Other Members of Council

The Head of Council and Members of Council will:

- i) Read and respect the guidelines contained in the Township of McMurrich/Monteith's Human Resources Manual.
- ii) Respect 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 of Council.

- iii) Acknowledge that only Council as a Whole has the capacity to direct staff members to carry out the implementation of Council's policies and direction,
- iv) Refrain from using their position to improperly influence members of staff in their duties or functions or to gain an advantage for themselves or others,
- v) Refrain from publicly criticizing individual members of staff in a way that casts aspersions on that staff member's professional competence and credibility, and
- vi) Refrain from using township staff or resources for any personal use including elections.

3. Not to Discriminate

In accordance with the *Ontario Human Rights Code* and in accordance with the Township of McMurrich/Monteith's Human Resources Policy, as well as the township's Respect in the Workplace Policy (Harassment and Violence), Members of Council shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, religious affiliation or faith, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. "Age", "disability", "family status", "record of offences", "same sex partnership status" shall be as defined in the *Human Rights Code*.

4. Not to Engage in, Harassment or Bullying (Psychological Harassment) or Violence in the Workplace

Members of Council shall adhere to the policies and guidelines in accordance with the *Ontario Human Rights Code* and the Township of McMurrich/Monteith's Human Resources Policy, as amended, more specifically, as well as Respect in the Workplace Policy (Harassment and Violence).

Violence in the workplace shall be considered behavior that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker, harassment shall mean engaging in a course of vexatious comment or conduct that is known, or ought to be known, to be unwelcome, bullying is the ongoing health or career endangering mistreatment of an employee, by one or more of their peers or higher ups. Unlikely to involve physical violence, it usually takes the form of psychological abuse. Often, verbal and strategic insults are intended to prevent targets from being successful in their job.

The exercise of performance management tools with respect to corporate employees for legitimate purposes by Council is not harassment or bullying.

5. Protection of Privacy

Councillors shall comply with the *Municipal Freedom of Information and Protection of Privacy Act* at all times. Public comments, discussions and disclosures as well as disclosures to the media regarding employees or individuals that breach a person's privacy is deemed to be a contravention of this Code of Conduct.

6. Conduct at Council Meetings

The fundamental principles of meetings – such as courtesy and respect, majority rule, minority protection, the right to information, and equality of rights and privileges – shall be adhered to. Councillors shall comply with the rules of the meeting as contained in By-law 13-2013 or amendments thereto, a By-law to govern and regulate the proceedings of the Council of the Corporation of the Township of McMurrich/Monteith. The usual reasons for discipline at a meeting are:

- i) Being disruptive through continual interruptions
- ii) Making offensive remarks and being disrespectful to others
- iii) Using unparliamentary language and harsh words or tone
- iv) Impugning the motive of others
- v) Not following the legitimate orders of the presiding officer.

Failure to comply may result in disciplinary action such as:

- i) A verbal reprimand
- ii) Questioning Council as a Whole as to what sanctions to take against the offending Councillor which may include: requesting an apology, be censured, be expelled from the meeting, or be assigned any other combination of sanctions appropriate to the breach of conduct.

E. COMPLIANCE WITH THE CODE OF CONDUCT

Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the *Criminal Code of Canada*, or for failing to declare a conflict of personal interest under the *Municipal Conflict of Interest Act*.

In addition to any other consequence imposed by law, Members found to have breached this Code may be subject to discipline, including return of a gift or benefit, removal from a local Board or Committee, loss of Chairmanship, censure, a reprimand, or where applicable, suspension of remuneration paid for his or her services as a Member, for a period of up to ninety (90) days.

The Council shall hire an employment lawyer to investigate alleged breaches of this Code.

An individual, organization, employee, Member of Council, Council or member of the public who has reasonable grounds to believe that a Member has breached this Code, may proceed with a complaint and request an inquiry. Complaints must be submitted no more than 6 months after the alleged violation has occurred. No action will be taken on a complaint received beyond this deadline.

Although a complainant is not required to pursue the informal complaint process set out in Section F.1) prior to proceeding with the formal complaint process set out in Section F.2.), a complainant is encouraged to pursue the informal complaint process first if at all possible.

F. COMPLAINT PROCEDURE

1.) Informal Complaint Procedure:

Any individual who has identified or witnessed behaviour or activity by a Member that appears to be in contravention of the Code may address their concerns in the following manner:

- i) Advise the Member that their behaviour or activity contravenes the Code;
- ii) Encourage the Member to stop the prohibited behaviour or activity;
- iii) If applicable, confirm to the member your satisfaction or dissatisfaction with his or her response to the concern identified;
- iv) Keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information, including steps taken to resolve the matter;
- v) If not satisfied with the response received through the informal process, an individual may proceed with a formal complaint through the Employment lawyer, as outlined in this Code.

2.) *Formal Complaint Procedure:*

Any individual who has identified or witnessed behaviour or activity by a Member that appears to be in contravention of the Code may address their concerns through the formal complaint process set out below:

- i) All formal complaints must be made using the Township's Complaint Form (see Appendix ("I") and shall be dated and signed by the complainant. The complaint must include an explanation as to why the issue raised may be a contravention of the Code and any evidence in support of the allegation must be included with the complaint form;
- ii) Any witnesses in support of the allegation must be identified on the Complaint Form;
- iii) The complaint form must include the name of the Member alleged to have breached the Code, the date, time and location of the alleged contravention and any other information as required on the Complaint Form;

- iv) The Complaint Form shall be filed with the Clerk by mail or in person, who shall then, confirm that the information is complete as to i), ii), and iii) of this section.
- v) The Clerk shall advise Council in a confidential report that a formal complaint has been received and will be forwarded to the Employment lawyer for review.
- vi) The Clerk will forward the Complaint Form to the Employment lawyer who will determine whether the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or policies; and
- vii) The Employment lawyer may request additional information from the complainant.

3.) Response of the Employment Lawyer to Complaint Outside Jurisdiction

If the complaint received by the employment lawyer is deemed not to be a complaint with respect to non-compliance with the Code, the employment lawyer shall advise the complainant in writing as follows:

- i) **Criminal Matter** – if the complaint is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that pursuit of such an allegation must be made through the appropriate police service;
- ii) **Municipal Conflict of Interest** - if the complaint is an allegation with respect to matters under the *Municipal Conflict of Interest Act*, the complainant shall be advised to review the matter with their own legal counsel;
- iii) **Municipal Freedom of Information and Protection of Privacy Act** – if the complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be referred to the person designated the FOI Head for the Township of McMurrich/Monteith or advised they may file a complaint with the Office of the Information and Privacy Commissioner/Ontario (IPC); and
- iv) **Discrimination or Harassment** – if the complaint is an allegation of discrimination or harassment, the complainant may be advised to file a complaint as set out in Human Resource Policy “Respect in the Workplace”, or to file a complaint directly with the Ontario Human Rights Tribunal.

If the matter is covered by other Council policies with a complaint procedure or legislation, the complainant will be advised and directed to proceed in a manner as considered appropriate by the employment lawyer.

4.) Refusal to Conduct an Inquiry

If, upon review of a complaint, the employment lawyer is of the opinion that the complaint is frivolous, vexatious or not made in good faith, or that there are no or sufficient grounds for an inquiry, the employment lawyer will not conduct an inquiry and shall communicate this position in writing to the complainant, the Member identified in the Complaint Form and to Council.

5.) Opportunity for Resolution:

If, at any time, following the receipt of a formal complaint or during the inquiry process, the employment lawyer believes that an opportunity to resolve the matter may be successfully pursued without a formal inquiry, and both the complainant and the Member agree, efforts may be made to achieve an informal resolution.

6.) Inquiry:

If a complaint has been identified as being within the employment lawyer's jurisdiction and not rejected under Section F.4.), the Commissioner shall investigate.

The Clerk shall inform Council of the employment lawyer's decision to investigate.

The employment lawyer will determine what the most effective means of communication is, e.g. e-mail, fax, courier when corresponding with the Complainant and the Member whose conduct is in question.

The employment lawyer shall provide a copy of the complaint and any supporting materials to the Member whose conduct is in question with a request that a written response to the allegation be provided to the employment lawyer within fourteen days.

The employment lawyer shall give a copy of the response provided by the Member to the complainant with a request for a written reply within fourteen days. If necessary, after reviewing the submitted materials, the employment lawyer may speak to anyone, access and examine any other documents or electronic materials, and may enter any township work location relevant to the complaint for the purpose of investigation and potential resolution.

The employment lawyer may make interim reports to Council where necessary and as required to address any issues of interference, obstruction, delay or retaliation encountered during the investigation.

At any time the complainant may abandon the request for an inquiry and the employment lawyer will cease the investigation.

7.) Final Report:

The employment lawyer shall report to the Complainant and the Member generally no later than 90 days after the making of the complaint.

If during the investigation process, the complaint is withdrawn, sustained or resolved, the employment lawyer shall report to Council outlining the findings, the terms of any resolution and any recommended action within thirty days.

If upon completion of the investigation the employment lawyer finds that a breach of the Code has occurred, the employment lawyer shall report his or her findings to Council, including a recommendation as to the imposition of a penalty as set out in the Municipal Act of: a reprimand; removal of the Member from an advisory committee or local board; recommend that the appropriate Committee or local board remove the Member as Chair of a committee or local board; have the member repay or reimburse monies received; have the Member return the property or item, or reimburse the value; request the Member apologize to Council, the Complainant, or both; suspension of remuneration paid to the Member for a period of up to ninety days.

If upon completion of the investigation the employment lawyer finds that there has been no contravention of the Code, or that a contravention occurred, however, the Member took all reasonable measures to prevent it, or the contravention committed was trivial or committed through inadvertence or an error of judgement made in good faith, the employment lawyer shall set this out in a report to Council.

The Council shall consider the report of the employment lawyer within 30 days of it being received by the Clerk and shall take an action it considers appropriate with regard to the recommendation(s) of the employment lawyer.

In circumstances where the alleged breach of trust or other misconduct is serious in nature, Council may pass a resolution, pursuant to the Municipal Act, 2001, requesting a judicial investigation into the Member's conduct.

8.) Prior to Election:

No complaint regarding a Member who is a candidate in an election may be referred to the employment lawyer or forwarded by the Clerk for review and/or investigation between Nomination Day and the date of the inaugural meeting of Council in any year in which a regular municipal election will be held. The Clerk shall forward any complaint received after Nomination Day to the employment lawyer after the inaugural meeting has taken place in an election year and shall advise the complainant of this process. The time elapsed between Nomination Day and the inaugural meeting in an election year shall not be included in the time calculation referred to in Section E.

Notwithstanding Section 7) of the Code, the employment lawyer shall not make any report to Council or any other person after Nomination Day in any year in which a regular municipal election is held. Any reports would proceed after the inaugural meeting of the new Council has been held.

9.) Confidentiality of Complaint Documents

The employment lawyer and every person acting under his or her instructions shall preserve the confidentiality of all documents, materials or other information, whether belonging to the township or not, that come into their possession or to their knowledge during the course of their duties as required by Section 223.5 of the Municipal Act.

Pursuant to Section 223.5(3) of the Municipal Act, this section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

If the employment lawyer reports to the Council on an investigation into an alleged breach of the Code, the report shall only disclose such information that in the employment lawyer's opinion is required for the purposes of this report.

If the employment lawyer issues an annual or other periodic report to Council on his or her activities, the employment lawyer shall not disclose confidential information that could identify a person concerned.

G. DUTIES OF THE EMPLOYMENT LAWYER

In addition, to conducting investigations regarding alleged breaches of the Code, the employment lawyer shall have the following responsibilities:

- a) Provide information to Council as to their obligations under the Code;
- b) Provide information to the public regarding the Code and the obligation of Members under the Code; and
- c) Provide an annual report to Council on the activities of the employment lawyer

2.) Annual Report:

In completing the annual report to Council, the employment lawyer shall include information on the nature and volume of activity for the past year and provide examples, anonymized in respect to the nature of complaints received which were investigated.

The annual report is provided to Council for information purposes and is a public document.

The employment lawyer shall file his or her annual report no later than March 31st of each year.

H. PROFESSIONAL DEVELOPMENT

Members of Council shall promote and participate in opportunities for professional development. Council Members are required to stay updated on issues and trends so that they can be efficient and effective as possible in the carrying out of their duties and responsibilities.

I. IMPLEMENTATION

Information regarding this Code of Conduct will be included as part of the orientation for each new Council.

Council members are expected to formally and informally review their adherence to the provisions of the code on a regular basis.

J. ACKNOWLEDGEMENT

The undersigned Member of Council hereby acknowledges receipt of 2 copies of the Code of Conduct. One signed copy of the "Acknowledgement" to be returned to the Clerk.

Signature of Member of Council

Date of Signature

Printed Name

