

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**BY-LAW NO. 2024-61**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH HAROLD ELSTON  
FOR INTEGRITY COMMISSIONER SERVICES**

**WHEREAS** municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act. Ontario Municipal Act 2001, Part 11, Section 9; and

**WHEREAS** A single-tier municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public. Ontario Municipal Act, 2001 Part 11(2)7; and

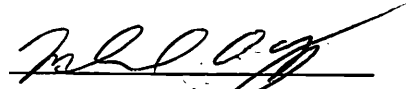
**WHEREAS** the municipality has appointed Harold Elston as Integrity Commissioner, under By-Law #2024-60, for the Corporation of the Township of Matachewan; and

**WHEREAS** the Council of the Corporation of the Township of Matachewan is desirous of entering into an agreement for the provision of such services;

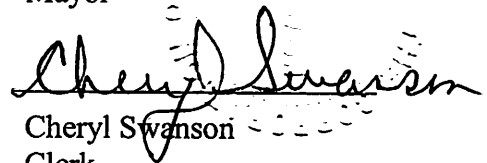
**NOW THEREFORE** we, the Council of the Corporation of the Township of Matachewan, **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk are hereby authorized to sign the agreement attached hereto as Schedule "A".
2. **THAT** any other by-laws or resolutions, or parts thereof or inconsistent herewith, are hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED** this 4<sup>th</sup> day of December, 2024.



Michael Young  
Mayor



Cheryl Swanson  
Clerk

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

BY-LAW NO. 2024-61

SCHEDULE "A"

## Agreement for Municipal Integrity Commissioner

This Agreement is effective the 1<sup>st</sup> day of January, 2025.

BETWEEN:

**The Corporation of The Township of Matachewan**

(Hereinafter referred to as the “Township”)

AND: **Mr. Harold G. Elston**

(Hereinafter referred to as “Harold G. Elston”)

Section 223.2 of the Municipal Act, 2001 S.O. 2001, c. 25, as amended (the “Act”), requires the municipality to establish a code of conduct for members of the council of the municipality and of its local boards;

Section 223.3 of the Act authorizes the 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:

- a) The application of the code of conduct for members of council and the code of conduct for members of local boards;
- b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behavior of members of council and of local boards;
- c) 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;
- d) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member;
- e) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy the municipality or the local board, as the case may be, governing the ethical behavior of members;
- f) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*;
- g) 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.

The Township is satisfied based on the information provided and representations made to the Township by Harold G. Elston that Harold G. Elston has the skills and ability to meet the foregoing criteria.

The Township and Harold G. Elston agree as follows:

### 1. Services

The Township hereby retains and appoints Mr. Harold G. Elston as an Integrity Commissioner pursuant to Section 223.3(1) of the Act and the Integrity

Commissioner agrees to provide such services in accordance with the Act, for and at the request of the Township and accepts such appointment.

**2. Duties** - The duties of the Integrity Commissioner shall be:

- a) At least once per term of Council, deliver an oral presentation to Members of Council and local boards regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing the ethical behavior of such Members and Councilors.
- b) Upon request, provide advice in writing, to individual Members regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 .
- c) Upon request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50.
- d) Prepare and deliver an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- e) Serve as proactive educator for Council, Members of local boards, the Township and the public about the Township's Code of Conduct for Members of Council and Members of local boards.
- f) Upon receipt of a request for an inquiry, confirm the validity of the request and, if valid, conduct an appropriate inquiry and report to Council.

All of which shall be referred to herein as "the Services".

**3. Fees**

- a) **Hourly Rate** - Harold G. Elston will be paid a fee of Four Hundred Dollars (\$400.00) per hour, plus applicable taxes for time devoted to Services as Integrity Commissioner for the Township of Matachewan.
- b) **Expenses** - Upon presentation of receipts and with approval prior to the expense being incurred, Harold G. Elston will be entitled to reimbursement of mileage incurred in relation to performance of duties contemplated by this agreement at a rate of \$0.50 per km. Disbursements would include any photocopying charges, meals or overnight accommodations.

**4. Term**

- a) Subject to the provisions of this Agreement the initial term of this Agreement shall commence January 1, 2025, and end on December 31, 2026. The Township shall, at its sole discretion, have the unilateral option to renew for an additional two-year period at a rate to be agreed upon.

**5. Independent Contractor**

Harold G. Elston is appointed under authority of Section 223.3(1) of the Act and as such is responsible for performing the Services in an independent manner.

Harold G. Elston may identify himself publicly as the Integrity Commissioner appointed by the Township. Harold G. Elston shall be an independent contractor and shall not be considered and shall at no time represent himself to be legal counsel, an agent, or an employee of the Township.

The parties hereby acknowledge and agree that Harold G. Elston shall not be entitled to any benefits under any statute or the common law affecting employees. The Corporation shall pay no worker's compensation premiums, provide any health or life insurance, make any contributions on behalf of the Vendor to the Canada Pension Plan, deduct or withhold any amounts on account of employment insurance or federal or provincial taxes or provide the Vendor with any benefits other than as set out expressly herein.

**6. Indemnification**

The Township agrees to indemnify and save harmless Harold G. Elston from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

**7. Insurance - It shall be the responsibility of Harold G. Elston to:**

- a) Maintain and keep in force during the term of this contract, Commercial General Liability Insurance with a limit of not less than Two Million (\$2,000,000.00) and shall include the Township as an additional insured with respect to the operations, acts and omissions relating to obligations under this Agreement, such policy to include non-owned automobiles liability, personal injury, broad form property damage, contractual liability, owners' and contracts' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Maintain and keep in force during the term of this contract, Professional Liability Insurance with a limit of not less than Two million (\$2,000,000.00) per occurrence, subject to an annual aggregate of Two million (\$2,000,000.00) for each member of the firm or partnership or an individual who will perform work on behalf of the Township prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c) Provide the Township with a Certificate of Insurance detailing the coverage and expiry date for all policies, which certificate shall also show the Township as an additional insured.

**8. Confidentiality**

- a) The Commissioner is entitled to have access to all books, financial 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.
- b) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that

come to his/her knowledge in the course of his/her Services, save and except that information may be disclosed in a criminal proceeding as required by law or otherwise set out in section 223.5(2) of the Act.

- c) The Commissioner shall comply with the confidentiality provisions of the Act and specifically those requirements set out in sections 223.5, 223.6, 223.7 and 223.8 of the Act, and the requirements of the Code.
- d) Except as may be required by law, the Commissioner 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.

## 9. Early Termination

The within agreement may be terminated by either party at the end of any calendar year by delivery of a written notice of such early termination delivered on or before December 1<sup>st</sup> of any such calendar year during the term of this agreement.

The parties hereto acknowledge and agree that it is a condition of this Agreement that Harold G. Elston comply with the Township's Code of Conduct, policies and procedures (if applicable) and any By-laws passed by Council, including, but not limited to, any policies or By-laws, including By-law Number 2017-056, outlining the procedure for handling complaints or conducting inquiries, and the Township shall be entitled to terminate this Agreement without any prior notice and with no cost or penalty should Harold G. Elston be found to have breached this condition, failed to have satisfied any obligation described in the Act, or to have disclosed any confidential information as described in the preceding paragraph.

## 10. Notice

Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

**Township of Matachewan**  
283 Moyneur Avenue, PO Box 177  
Matachewan, ON P0K 1M0

**Harold G. Elston:**  
The Admiral Building  
1 First Street, Suite 200  
Collingwood, ON L9Y 1A1

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

## 11. Severability

All paragraphs, terms and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

**12. Complete Agreement**

This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

**13. Enurement**

This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

**14. Counterparts**

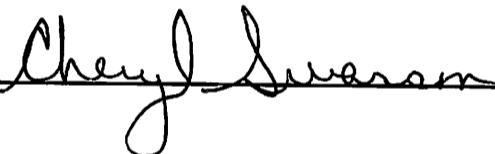
This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

In Witness Whereof the parties hereto have executed this Agreement as of the day and year first above written.

The Township of Matachewan



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Harold G. Elston