THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2026-42

Being a By-Law to Appoint Probity Municipal Consulting as the Integrity Commissioner for the Corporation of the Township of Bonfield

WHEREAS section 223.3 through 223.8 of the Municipal Act, 2001, 8.0. 2001, c. 25, as amended (the "Act"), authorizes a municipality to appoint an Integrity Commissioner who is responsible for performing in an independent manner functions related to the Code of Conduct and Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act of members of Council and Local Boards; and

WHEREAS such services shall be undertaken by an Integrity Commissioner appointed by the Council pursuant to Sections 9, 10, 11 and 223.3 of the Act; and Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act; and

WHEREAS Probity Municipal Consulting was the successful bidder in the request for proposal process, and has expressed interest in providing services to the Township of Bonfield acting as Integrity Commissioner on the terms and conditions as agreed from time to time and under written agreement in the form and of the content attached as Schedule "A" hereto; and

WHEREAS the Council deems it advisable to appoint Probity Municipal Consulting, as Integrity Commissioner to perform the services as referred to above.

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Township of Bonfield hereby ENACT AS FOLLOWS;

1. THAT subject to execution of the agreement attached as Schedule "A" hereto, Probity Municipal Consulting hereby be appointed as Integrity Commissioner for the Township of Bonfield to perform those functions set forth in Section 223.3 through 223.8 of the Municipal Act, 2001 (Ontario) and Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act including but unlimited to:

a) Assisting in the development and application of a Code of Conduct and any related procedures, rules and policies governing the Ethical behaviour of Council, and Local Boards as necessary;
b) The provisions 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 Conflict of Interest Act.
c) Conducting inquiries and investigations in respect of legitimate requests alleging contravention of the Code of Conduct and/or any other procedures, rules or policy governing the Ethical behaviour of Members of Council and Local Boards. Providing recommendations on penalties upon findings of misconduct; and
d) Reporting to Council for the Corporation of the Township of Bonfield as to the activities as Integrity Commissioner, including but not limited to reports as to the results of any inquiry into alleged contravention and/or an annual report of activities as Integrity Commissioner.

2. THIS By-Law shall come into force and effect on the day of passing.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS 22nd DAY OF SEPTEMBER, 2026.

MAYOR

CAO/CLERK

By-Law No. 2026-42

SCHEDULE "A"

AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made as of the 22nd day of September, 2026

BETWEEN: CORPORATION OF THE TOWNSHIP OF BONFIELD

(Hereinafter referred to as "the Municipality")

OF THE FIRST PART

AND:

PROBITY MUNICIPAL CONSULTING,

OF THE SECOND PART

WHEREAS:

(A) Section 223.3 through 223.8 of the Municipal Act, 2001, S.O. 2001, c.25 (the "Act") authorizes a municipality to appoint an Integrity Commissioner to, provide advice and guidance to members of Council and local boards and the public as to the application the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the Municipal Conflict of Interest Act ("MCIA") relating to their ethical behavior, and, furthermore, to making inquiry into requests as to alleged contraventions of the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the Municipal Conflict of Interest Act by a member of Council or board or public and to report the results of such inquiry to the municipality;

(B) In appointing an Integrity Commissioner and in assigning powers and duties to him or her, a municipality is to have regard to, among other things:

i) the independence and impartiality of the said Commissioner; ii) confidentiality in respect of the activities of the Integrity Commissioner; iii) the credibility required to be attributed to the role of the Integrity Commissioner; and

(C) the Municipality is satisfied that PROBITY MUNICIPAL CONSULTING has the skills and ability to meet the foregoing criteria.

NOW THEREFORE, in consideration by each party to the other and the covenants and hereinafter set forth, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Term — The term of this agreement is for the period of five (5) years commencing October 1st, 2026 (the "commencement date") and ending on September 30th, 2031 unless subject to prior early termination by either of the parties hereto and/or as otherwise renewed or extended by agreement of the parties.

2. Services — the Municipality hereby retains and appoints PROBITY MUNICIPAL CONSULTING as Integrity Commissioner for the purposes of Sections 223.3 through 223.8 of the Act and sections 5,5.1 and 5.2 of the MCIA and PROBITY MUNICIPAL CONSULTING accepts such appointment and agrees to provide such services as are reflected in the Acts and as requested by the municipality, at all times in accordance with and to the standards as set forth in the Act. PROBITY MUNICIPAL CONSULTING confirms that such services will be rendered by PROBITY MUNICIPAL CONSULTING, save and accept as otherwise delegated in accordance with this agreement.

3. Duties — As Integrity Commissioner, PROBITY MUNICIPAL CONSULTING shall perform the duties and have the powers provided for in the Acts, including but not limited to the following:

(1) **Advisory:** Assistance in the development of a Code of Conduct, standardized notices, processes/procedures related to the administration of Integrity Commissioner functions; upon proper written request, provide written advice to individual members of Council respecting the application of the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the MCIA relating to and reflecting upon their ethical behavior; and furthermore, and when appropriate, providing the full Council with specific and general opinions and advice in writing respecting compliance by elected officials in respect of the provisions of governing statues the Code of Conduct and sections 5,5.1 and 5.2 of the MCIA.

(2) **Compliance Investigation/Determinations:** upon proper written request from a member of Council or local board or one or more members of the public, to conduct an inquiry and make a determination as to any alleged contravention of the Municipal Code of Conduct or sections 5,5.1 and 5.2 of the MCIA to report the details and results of such inquiry to municipal Council.

(3) **Educational:** provide the Municipality with an annual report of activities during the previous calendar year as Integrity Commissioner, including advice given to Council or individual members of Council and a summary of inquiry results and determinations; furthermore, provide outreach programs to members of Council and local boards, the public and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct and the MCIA for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the Municipality.

Notwithstanding that set forth above, the parties acknowledge and agree that the function of the Integrity Commissioner is to provide advice and opinion to Council and members thereof, to provide independent complaint prevention, investigation, adjudication, and resolution to members of Council and the public, and education respecting adherence with the Code of Conduct for members of Council and other procedures, rules, and policies governing ethical behavior.

The parties hereto also acknowledge and agree that PROBITY MUNICIPAL CONSULTING, as Integrity Commissioner, will perform services, and in particular those services relating to advisory and educational duties, in a manner so as to avoid duplicated advice, opinion, and cost in respect of identical requests and inquiries — for example, the Integrity Commissioner shall decline to provide individualized advice and opinion to more than one member of Council or a local board on identical issues but should choose to provide general advice to Council or such local board as a whole to answer all such inquiries. In addition, it is recognized that PROBITY MUNICIPAL CONSULTING, as Integrity Commissioner, will likely receive requests for advice on matters involving compliance with the MCIA. While the Integrity Commissioner may provide general interpretation of the MCIA, as it relates to sections 5,5.1 and 5.2 of the MCIA it is expected that individual members of Council or local boards will seek independent legal advice on a specific question of individual compliance with such legislation.

4. Fees

(a) Hourly Rate — PROBITY MUNICIPAL CONSULTING will be paid a fee of ONE HUNDRED AND FIFTY DOLLARS PER HOUR ($150.00/hour), plus HST, for time devoted to services as Integrity Commissioner identified in Schedule "A" hereto; provided that PROBITY MUNICIPAL CONSULTING will charge such hourly rate only for time actively devoted to the duties described in Section 3 (1) and (3) above. Disbursements, junior lawyer and other fees will be compensated as per the service proposal dated September 16, 2026, through submission of invoices and receipts as necessary.

(b) Legal Advice/Fees — The parties agree that, when necessary, and upon notice to the municipal Clerk and Council, PROBITY MUNICIPAL CONSULTING may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this agreement. The parties agree that, this is a reimbursable expense and the municipality shall pay the cost of such legal assistance and advice.

(c) Invoicing — PROBITY MUNICIPAL CONSULTING agrees the hourly fees and related expenses for which reimbursement will be sought and as referred to above shall be charged and invoiced to the municipal corporation detailing service provided.

(d) Payment without deduction — The parties hereto agree that invoices rendered by PROBITY MUNICIPAL CONSULTING and payments by the municipality shall be without deduction, specifically for any contributions imposed or required by law for employment insurance, health costs, social insurance, income tax, workers compensation, or mandatory pension.

5. Independent Contractor — Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that PROBITY MUNICIPAL CONSULTING is a contractor independent of the Municipality. Nothing within this agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between PROBITY MUNICIPAL CONSULTING and the Municipality.

6. Statutory Officer — For purposes of the agreement and solely for arranging for errors and omission insurance, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the Municipal Act.

7. Indemnification — the municipality agrees to indemnity and save harmless PROBITY MUNICIPAL CONSULTING, its agents and assigns, 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.

PROBITY MUNICIPAL CONSULTING shall, at its expense, obtain and keep in force during the term of this Agreement, Errors and Omissions and General Liability Insurance satisfactory to the Corporation, with limits of not less than $2,000,000.

9. Early Termination — The 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 thirty days before December 1st of any such calendar year during the term of this agreement.

10. Notice — Any notice required pursuant to this agreement shall be delivered to the respective parties hereto at the following addresses:

For the Municipality -Township of Bonfield, 365 Highway 531 Bonfield, ON, POH 1EO

For Probity Municipal Consulting — 236407 Wendigo Lake Rd, PO Boc 171, Englehart ON P0J 1H0

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail OR electronic 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. Inurement — This agreement shall inure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED, THE CORPORATION OF THE TOWNSHIP OF BONFIELD:

Per _____, Narry Paquette, Mayor

Per _____, Nicky Kunkel, CAO-Clerk Treasurer

We have authority to bind the Corporation

Probity Municipal Consulting

_____
PROBITY MUNICIPAL CONSULTING