

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 24-2026

Being a By-Law to appoint an Integrity Commissioner pursuant to
Section 223.3 of the Municipal Act, 2001, as amended

WHEREAS Section 223.3 of the *Municipal Act, 2001*, as amended, authorizes municipalities to appoint an Integrity Commissioner who reports to Council and is responsible for performing functions related to ethical governance;

AND WHEREAS the Council of the Corporation of the Township of Greater Madawaska deems it necessary and desirable to appoint an Integrity Commissioner;

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts as follows:

1. Appointment

That Boghosian & Allen LLP is hereby appointed as Integrity Commissioner for the Corporation of the Township of Greater Madawaska.

David G. Boghosian shall serve as the primary Integrity Commissioner, with support from such qualified personnel of the firm as required.

2. Term

The appointment shall be for a term of four (4) years commencing April 16, 2026, and ending April 16, 2030, or until a successor is appointed.

3. Authority to Execute Agreement

That the Mayor and Clerk are hereby authorized to execute any agreement or documentation necessary to give effect to this appointment.

That the Agreement for Integrity Commissioner Services attached hereto as Schedule "A" forms part of this By-law.

4. Effective Date

This By-law shall come into force and take effect upon final passing.

READ a first and second time this 16th of April 2026.

READ a third time and passed this 16th of April 2026.

Rob Weir, Mayor

Robin Emon, Clerk

SCHEDULE "A"

BY-LAW 24-2026

THIS AGREEMENT effective the 16th day of April, 2026

BETWEEN:

CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

(Hereinafter called the "Municipality")

-and-

BOGHOSIAN & ALLEN LLP,

with David G. Boghosian acting as Integrity Commissioner

(Hereinafter called the "Integrity Commissioner")

Professional Services Agreement

WHEREAS the *Municipal Act, 2001* 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 legislation and by Council pursuant to that legislation;

WHEREAS the Municipality is desirous of appointing Boghosian & Allen LLP as its integrity commissioner for the term specified herein, subject to such extension(s) as the Parties may agree, to perform the duties and responsibilities of the office pursuant to the terms of the legislation and this agreement; and

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.00 Definitions

In this Agreement, the following terms shall have the following meanings:

"Advice" means a request by Council or a Member of Council, or a Member of a local board of the Municipality, requesting the Integrity Commissioner to provide a general or specific interpretation of:

- i. obligations under the Code of Conduct applicable to the Member;
- ii. obligations under a provision of any procedure, rule or policy of the municipality or local board of the municipality, as the case may be, governing the ethical behaviour of Members;
- iii. obligations under the Municipal Conflict of Interest Act,

and further, general governance advice to the Municipality or its representatives on matters regarding which good governance supports accountability and transparency.

"Agreement" means this Agreement between Boghosian & Allen LLP and The Corporation of the Township of Greater Madawaska.

"Clerk" means the Clerk of the Municipality, or their designate;

"Code of Conduct" means any code of conduct adopted from time to time in respect of the Members of Council or of a Local Board;

"Complaint" is a request asking the Integrity Commissioner to conduct an inquiry

into an alleged contravention of a Code of Conduct or of the *Municipal Conflict of Interest Act* (“MCIA”), or of a provision of any procedure, rule or policy of the Municipality or local board of the Municipality, as the case may be, governing the ethical behaviour of Members;

“Member” means, respectively, a Member of the Council of the Municipality or a Member of a local board of the Municipality.

2.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

3.0 Duties

3.1 Subject to and in accordance with applicable legislation and the terms of this Agreement, the Municipality retains the Integrity Commissioner to carry out the duties of the position in an independent manner, and the Integrity Commissioner agrees to assume this role and carry out the role of the Integrity Commissioner as it may be defined from time to time in legislation and as otherwise contemplated by this Agreement.

3.2 The role of the Integrity Commissioner includes the following duties:

- (a) to provide advice on the application of the Code of Conduct, and on Municipality policies, procedures, protocols and rules relating to the ethical conduct of Members, and the *Municipal Conflict of Interest Act*;
- (b) to conduct inquiries in response to a complaint regarding whether a Member has contravened the Code of Conduct, Municipality policies, procedures, protocols and rules relating to the ethical conduct of Members, or sections 5, 5.1. or 5.2 of the *Municipal Conflict of Interest Act*;
- (c) to provide opinions on policy matters and make other reports to Council as requested on issues of ethics and integrity;
- (d) to provide educational information and training to Council, to Members and to the public on matters related to the Code of Conduct and issues of ethics and integrity and to the *Municipal Conflict of Interest Act*;
- (e) to provide general information to members of the public, on request, about the Code of Conduct, the Complaint Protocol and the availability of complaint resolution services or referrals as contemplated by the Complaint Protocol;
- (f) to maintain custody and control of the Integrity Commissioner’s complaint and inquiry files and, on completion of his or her term of appointment, to transfer open files relating to ongoing matters to the incoming Integrity Commissioner appointed by Council;
- (g) to provide such other services respecting ethical and integrity matters as assigned by Council or as may be required by the *Municipal Act, 2001*;
- (h) to provide a periodic report to Council respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the Integrity Commissioner;
- (i) to provide Advice or other services not otherwise specified, as requested.

3.3 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the

performance of the Integrity Commissioner's duties in a manner which best served the public interest.

- 3.4 The Municipality shall provide public access to all Codes of Conduct through its website. The Municipality shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the Municipality.
- 3.5 The Municipality may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement, provided that prior to doing so the Integrity Commissioner is consulted. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.

4.0 Fees

- 4.1 The Municipality shall pay the Integrity Commissioner on a fully variable, hourly basis, with no annual retainer or fixed fees.
- 4.2 Hourly rates shall be as follows:
 - \$375.00 per hour – David G. Boghosian (Integrity Commissioner / Senior Counsel)
 - \$250.00 per hour – Associate lawyers
 - \$150.00 per hour – Law clerks, articling students, or support staff
- 4.3 The Municipality shall only pay for services rendered.
- 4.4 As travel to Municipality offices will be required from time to time, the Integrity Commissioner will consider auto and rail transportation services, subject to what is most feasible in terms of timing. The Municipality shall reimburse the Integrity Commissioner for auto travel at the CRA rate.
- 4.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).
- 4.6 Any reports prepared by the Integrity Commissioner shall be provided to the Clerk who will be responsible for placing the report on an upcoming Council agenda and otherwise distributing the Integrity Commissioner's report at the expense of the Municipality.
- 4.7 The Integrity Commissioner shall submit invoices periodically, and the Municipality shall pay invoices within 30 days of receipt.

5.0 Confidentiality

- 5.1 During the term of this Agreement, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry or to respond to a request for Advice. Unless to do so will in the opinion of the Integrity Commissioner undermine the integrity of an investigation or interfere with its ability to provide Advice to a Member, a request for access to the Municipality's solicitor client privileged information by the Integrity Commissioner will be directed to the Municipality's Solicitor and the procedure for access to the solicitor client privileged information will be agreed upon between the Municipality Solicitor, acting reasonably, and the Integrity Commissioner. The Integrity Commissioner's access to any privileged information shall not constitute a waiver of privilege.
- 5.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as

required by law in a criminal proceeding or in accordance with the provisions of Subsection 223.5 of the *Municipal Act*, 2001.

- 5.3 Pursuant to Subsection 223.5(3) of the *Municipal Act*, 2001, 5.2 prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.4 Where the Integrity Commissioner reports to the Council or Local Board that in their opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner' s opinion are necessary, subject to applicable law.
- 5.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, including the *Criminal Code of Canada*, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.
- 5.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act*, 2001, or which could identify a person concerned.

6.0 Indemnity and Insurance

- 6.1 The Municipality shall indemnify and save harmless the Integrity Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under the *Municipal Act*, the *Municipal Conflict of Interest Act*, this Agreement or a by-law or policy passed by the Municipality or an alleged neglect or default in the performance in good faith of the duty or authority. If the Municipality is required to indemnify the Integrity Commissioner, the Integrity Commissioner may require that the Municipality retain or directly pay the costs for legal counsel for the Integrity Commissioner. Unless their interests are adverse, the Integrity Commissioner and the Municipality may share legal counsel.
- 6.2 Except as provided for in 6.1, each party will indemnify and hold harmless the other party, its successors, assigns, officers, directors, agents, partners, representatives, and employees from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands whatsoever, including reasonable legal fees, arising from any negligent or willful act or omission by itself, its employees, representatives or agents in connection with this Agreement. In no event will the parties be liable for any indirect damages hereunder.
- 6.3 During the term of this Agreement, the Integrity Commissioner shall procure and maintain commercial general liability and errors and omissions insurance of not less than \$5 million.
- 6.4 The insurance as required under subsection 6.3 shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Municipality at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Clerk for approval.

7.0 Term and Termination

- 7.1 This Agreement shall commence on April 16, 2026 and shall expire on April 16, 2030, unless otherwise terminated in accordance with this Agreement.
- 7.2 The Municipality may with 30 days' notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further

duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

- 7.3 The Integrity Commissioner may at any time by 30 days' notice in writing to the Municipality, terminate this agreement and the duties there under. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.
- 7.4 This Agreement may be extended or renewed upon mutual agreement of the Parties.
- 7.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the Municipality's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the Municipality. In the event of the Municipality not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.

8.0 Records

- 8.1 The Integrity Commissioner shall retain records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.

9.0 Integrity Commissioner's Representation & Warranties

- 9.1 The Integrity Commissioner represents and warrants to and in favour of the Municipality and acknowledges that the Municipality is relying thereon as follows:
- 9.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 9.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:
- (a) a violation of any judgment, order or decree;
 - (b) a material default under any material contract by which it or any of its material assets are bound; or
 - (c) an event that would with notice or lapse of time, constitute such a default.
- 9.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations.
- 9.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:
- (a) are not employees of the Municipality;
 - (b) do not have a financial interest in any matters involving the Municipality;
 - (c) do not have an interest in matters before the Municipality's Council or in any work undertaken by the Municipality;
 - (d) do not have any involvement in the municipal politics of the Township of Greater Madawaska.
- 9.6 The Integrity Commissioner will be impartial and neutral and shall perform

all duties skillfully, competently, independently and in accordance with all applicable law.

10.0 **Conflicts**

10.1 Subject to 10.2 the Integrity Commissioner may delegate certain duties, including the exercise of powers under the *Municipal Conflict of Interest Act* or the *Public Inquiries Act*, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could reasonably be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the Municipality to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner. For greater certainty, the Integrity Commissioner will not assign or subcontract all or any portion of this Agreement without the prior written consent of the Municipality.

10.2 Upon receipt of a notice in writing from the Integrity Commissioner pursuant to article 10.1, the Clerk may request the Integrity Commissioner to remove itself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Clerk as soon as possible. In that case, the Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Clerk deems appropriate.

11.0 **General**

11.1 The Integrity Commissioner is appointed with reference to Subsection 223.3 of the *Municipal Act*, 2001 and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the Township of Greater Madawaska's Integrity Commissioner however the Integrity Commissioner is an independent entity and shall not be considered at any time to be an agent or employee of the Municipality.

11.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

- (a) if delivered personally, on the date of such delivery;
- (b) if by ordinary mail, on the second business day following the date of mailing;
- (c) if by registered mail, on the day the postal receipt is acknowledged by the other party;
- (d) if by email, on the day it is acknowledged by reply e-mail.

11.3 Any notices intended for the Municipality shall be delivered and addressed to:

Robin Emon, Clerk
Township of Greater Madawaska
19 Parnell Street
Calabogie, ON K0J 1H0
Email: clerk@greatermadawaska.com

11.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Boghosian & Allen LLP
37 Spadina Road
Toronto, ON M5R 2S9
Attention: David G. Boghosian

- 11.5 The address of either party may be changed by notice in the manner set out in this section.
- 11.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.
- 11.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.
- 11.8 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 11.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.
- 11.10 Articles 5 and 6 shall survive upon termination of this Agreement.
- 11.11 Time shall be of the essence in all respects of this Agreement.
- 11.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 11.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the business or other affairs of either the Municipality or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of

CORPORATION OF THE TOWNSHIP OF
GREATER MADAWASKA

Per: _____

Robin Emon, Clerk

Per: _____

Rob Weir, Mayor

I/We have authority to bind the Corporation.

BOGHOSIAN & ALLEN LLP

Authorized Signing Officer

Name: _____

Title: _____

Name: _____

Title: _____