

**THE CORPORATION OF THE TOWNSHIP OF  
PELEE**

**BY-LAW: 2023 – 59**

**Integrity Commissioner Agreement”**

**(August 8, 2023)**

**Being a By-law to authorize execution of an agreement with Bruce P. Elman LL.D. for  
the provision of Integrity Commissioner Services**

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**WHEREAS** pursuant to Section 223.1 of the *Municipal Act, 2001*, S.O. 2001, c 25, a Council may appoint an Integrity Commissioner;

**AND FURTHER** that the Municipal Council for the Township of Pelee deems it expedient to enter into an agreement with Bruce P. Elman LL.D. to provide Integrity Commissioner services and to appoint Bruce P. Elman LL.D., as the Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1, 5.2 and 5.3 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*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality’s codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1); 2022, c. 24, Sched. 3, s. 3.

**NOW THEREFORE** the Council of The Corporation of the Township of Pelee does hereby enact as follows:

1. That authority is hereby granted to the Mayor and Interim Clerk to enter into an agreement with Bruce P. Elman LL.D. for the provision of Integrity Commissioner Services
2. That the agreement attached as Schedule 'A' forms part of this by-law.
3. That any and all actions taken and required to be taken by the Mayor and Clerk on behalf of the Corporation of the Township of Pelee to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized; confirmed and ratified.
4. That this by-law shall come into force and take effect on the date of passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 8th day of August, 2023.**

Original Signed By:

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**MAYOR, CATHERINE MILLER**

Original Signed By:

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**INTERIM CLERK, MARY MASSE**

**Agreement Re the Provision of Services to the Corporation of the Township of Pelee as  
Integrity Commissioner**

**Dated: 8 August 2023**

**Between:**

**The Corporation of the Township of Pelee**

(Hereinafter Referred to as the "Township")

**And**

**Bruce P. Elman LL.D.**

(Hereinafter Referred to as "Bruce Elman")

**Whereas:**

1. Section 223 of the Municipal Act, 2001, S.O. 2001, c. 25 (hereinafter the "Act"), authorizes the Township to appoint an Integrity Commissioner (hereinafter the "Integrity Commissioner"), who reports to Council, to carry out, in an independent manner, the functions assigned by the Township with respect to:
  - a. The Application of the **Code of Conduct for Members of Municipal Council and Council's Local Board and Committee Members** (hereinafter the **Code of Conduct**);
  - b. The Application of any procedures, rules, and policies of the Township governing the ethical behaviour of Members of Council and Council's Local Board and Committee Members or any of them;
  - c. The Provision of Advice for Members of Council and Council's Local Board and Committee Members in regard to the matters mentioned in a. and b. above;
  - d. The Provision of Education and Training for Members of Council and Council's Local Board and Committee Members in regard to the matters mentioned in a. and b. above; and

- e. Any other matter of public ethics that Council may choose to assign to the Integrity Commissioner and which the Commissioner accepts.
2. In appointing Bruce Elman as Integrity Commissioner and in assigning powers and duties to him, the Township has had regard, *inter alia*, to the following principles:
    - a. The Integrity Commissioner's independence, impartiality, and objectivity;
    - b. The Importance of Confidentiality with respect to the Integrity Commissioner's activities; and
    - c. The Credibility of the Integrity Commissioner's investigative processes and procedures.
  3. The Township is satisfied that Bruce Elman possesses the knowledge, experience, and ability to meet the foregoing criteria to serve in the position of Integrity Commissioner.

**Therefore, the Parties Covenant and Agree as follows:**

- 1) **Services:** The Township hereby retains and appoints Bruce Elman as Integrity Commissioner pursuant to section 223 of the Act and Bruce Elman accepts the appointment and agrees to provide such services in accordance with the Act, for and at the request of the Township.
- 2) **Duties:** The Duties of the Integrity Commissioner shall include the following:
  - i) Providing written and oral advice to individual Members of Council and Council's Local Board and Committee Members about their individual situations under the **Code of Conduct** and other By-laws, policies, and procedures governing the ethical behaviour of Members, which advice shall be binding on the Integrity Commissioner;
  - ii) Providing Council with specific and general advice and opinions on the Township's rules, policies, and procedures regulating the conduct of Members and issues of compliance with such rules, policies, and procedures;
  - iii) Conducting inquiries within the discretion of the Integrity Commissioner pursuant to a request made by Township Council, a Member of Council, Council's Local Board, a Member of Council's Local Board, a Committee of Council, a Member of a Committee of Council, or a member of the public, as the case may be, that a Member of Council, Council's Local Board, or a Member of a Committee of Council has contravened any provision of the **Code of Conduct**, or any rules, procedures, or policies governing the ethical behaviour of Members;
  - iv) Determining whether a Member of Council, Council's Local Board, or a Member of Committee of Council, as the case may be, has violated any Township rules, policies,

- or procedures governing ethical conduct and report any such violation to Council with a recommendation for sanction;
- v) Providing an Annual Report to Council, in general terms, on Complaints received and determined, if any, and, in general terms, on any advice provided, such Annual Report to be delivered to Council within 120 days of the completion of each year during the term of the contract;
  - vi) Providing educational and training programs for Members of Council, Council's Local Boards, and Members of Committees of Council on the **Code of Conduct** and issues of integrity more generally; and
  - vii) Providing, upon request, recommended policies and procedures to govern the ethical behaviour of Members of Council, Council's Local Board, and Members of Committees of Council.
- 3) **Fees:**
- i) **Monthly Retainer:** Bruce Elman shall be paid a monthly retainer of \$100.00 per month to carry out those duties specified in section 2) above.
  - ii) **Hourly Remuneration:** In addition, Bruce Elman shall be paid a fee of \$300.00 per hour for time spent carrying out the duties noted in section 2) above including Complaint Investigation, Adjudication, and Resolution, Brief Advice, Letters of Advice, Advisory Bulletins, and Brief Service and any other matters involving ethical concerns or issues that might arise during the course of this contract.
  - iii) **Travel:** Ordinary travel will be charged from Windsor, Ontario only. Exceptional or excessive travel will be charged from Toronto, Ontario. All travel will be billed at actual cost.
- 4) **Detailed Invoices:** Bruce Elman further covenants and agrees to provide detailed statements of account outlining each matter separately. When providing statements of account, Bruce Elman shall insure that the confidentiality of all matters is maintained. Bruce Elman shall invoice the Township quarterly or as otherwise required by the Clerk or CAO.
- 5) **Term:** The term of this Agreement (the "Term") is for Twenty-Nine (29) months commencing on August 1, 2023 and ending on December 31, 2025. The Township shall, upon Bruce Elman's agreement, have the right to extend the Term for one further term of two (2) years on the same terms and conditions by giving the Bruce Elman at least 30 days' notice in writing before the end of the Term.
- 6) **Termination:** This Agreement may be terminated by either party on thirty (30) days' notice to the other provided that if Bruce Elman has commenced an investigation, he will be allowed to complete such investigation and report to Council if required. Any such termination by the Township shall be accomplished by resolution of Council.
- 7) **Taxes:** All amounts payable to Bruce Elman shall be paid without deduction. Bruce Elman

shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enroll), pension with respect to any amounts paid to Bruce Elman. The Township assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances. The Township recognizes that Harmonized Sales Tax (HST) will be added to each statement of account.

- 8) Independent Contractor:** Bruce Elman is a contractor independent of the Township. Nothing herein shall be interpreted as creating a relationship of employer/employee, partnership, franchise, agency or joint venture or other similar arrangement.
- 9) Delegation:** In the event that Bruce Elman determines it is necessary to delegate some or all of his powers and duties, or in the event the CAO of the Township has requested the same, then he may or shall (as the case may be) do so in writing to any person other than a Member of Council, Council's Local Board, or Member of a Committee of Council, as the case may be, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of confidentiality as Bruce Elman and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of Bruce Elman. Invoices shall be rendered by the Bruce Elman including the cost of such delegation without mark up and Bruce Elman shall otherwise be responsible for the fees and disbursements of any delegates.
- 10) Indemnification:** The Township agrees to indemnify and save harmless Bruce Elman, his 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, Bruce Elman's provision of services and carrying out of his duties including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of relevant statutory provisions.
- 11) Binding:** This Agreement shall inure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
- 12) Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matter referred to in this agreement.

In witness hereof each of the parties hereto have set its hand and seal as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Signed, Sealed & Delivered**

**The Corporation of the Township of Pelee**

\_\_\_\_\_  
**Mayor – Cathy Miller**

\_\_\_\_\_  
**Interim Clerk – Mary Masse**

\_\_\_\_\_  
**Date**

**Bruce Elman hereby accepts and agrees to the terms and conditions herein contained.**

\_\_\_\_\_  
**Bruce P. Elman, LL.D.**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**