

**THE CORPORATION  
OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
BY-LAW NO. 2024-056**

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND PRINCIPLES INTEGRITY AND ITS PARTNERS JEFFREY A. ABRAMS AND JANICE ATWOOD AS THE INTEGRITY COMMISSIONER FOR THE TOWN OF NIAGARA-ON-THE-LAKE (Term October 1, 2024 to September 30, 2028)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated the 24<sup>th</sup> day of September 2024 between The Corporation of the Town of Niagara-on-the-Lake and Principles Integrity for the purpose of providing services of an Integrity Commissioner, is hereby approved; and
2. THAT Jeffrey A. Abrams and Janice Atwood be appointed as the Integrity Commissioner for The Corporation of the Town of Niagara-on-the-Lake for an initial term from October 1, 2024 to September 30, 2028; and
3. THAT by-law 5048-18 be hereby repealed; and
4. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
5. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24TH DAY OF SEPTEMBER 2024**

\_\_\_\_\_  
LORD MAYOR GARY ZALEPA

\_\_\_\_\_  
TOWN CLERK GRANT BIVOL

**THIS AGREEMENT** is made as of the 1<sup>ST</sup> day of October, 2024

BETWEEN:

**THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE**

(hereinafter called the "Town")

- and -

**PRINCIPLES INTEGRITY**, through its principals  
Jeffrey A. Abrams and Janice Atwood

(hereinafter called the "Integrity Commissioner")

### **Professional Services Agreement**

WHEREAS the *Municipal Act, 2001* authorizes the Town 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 Town is desirous of appointing Principles Integrity 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 Town, 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 Town or its representatives on matters regarding which good governance supports accountability and transparency.

"Agreement" means this Agreement between Principles *Integrity* and The Corporation of the Town of Niagara-On-The-Lake;

"Clerk" means the Clerk of the Town, 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 Town or local board of the Town, as the case may be, governing the ethical behaviour of Members;

"Member" means, respectively, a Member of the Council of the Town or a Member of a local board of the Town.

## 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 Town 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 Town 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, Town 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 as 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 periodic reports 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 serves the public interest.
- 3.4 The Town shall provide public access to all Codes of Conduct through its website. The Town 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 Town.
- 3.5 The Town 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 Commencing on October 1, 2024, the Town shall pay the Integrity Commissioner an annual retainer of \$1,200.00 respecting its services as Integrity Commissioner
- 4.2 The Town shall pay the Integrity Commissioner a block fee of \$1,750.00 per day for attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session per term of Council.
- 4.3 For the performance of the remaining duties under this Agreement, the Town shall pay the Integrity Commissioner an hourly rate of \$275.00, to be billed monthly.
- 4.4 As travel to Town 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 Town shall reimburse the Integrity Commissioner for auto travel at the following rate: \$ 0.54 per km

- 4.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).
- 4.6 Should the Integrity Commissioner require a meeting space at the Town, the Clerk will make arrangements to provide such space in a Town facility on an as needed and as available basis. All such requests will be arranged by the Clerk. In arranging for such space, the Town will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another Town facility where the space offered could, in the opinion of the Integrity Commissioner give rise to confidentiality concerns and the Town will make all reasonable efforts to accommodate such requests in a timely fashion.
- 4.7 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 Town.
- 4.8 The Integrity Commissioner shall submit monthly invoices for services performed. Confidentiality shall be preserved, to the extent required, with respect to the items listed on an invoice for payment.
- 4.9 Payments to the Integrity Commissioner will be by cheque, Electronic Funds Transfer or such other method as the Parties may agree to from time to time.
- 4.10 The Integrity Commissioner shall not seek reimbursement from the Town for any costs incurred by them which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Clerk. Notwithstanding the foregoing, pre-approval will not be sought if to do so would breach the Integrity Commissioner's statutory independence and confidentiality obligations in the course of an investigation.
- 4.11 The Town shall pay the amount of any invoice issued in accordance with this Agreement within 30 days of the date 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 Town 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 Town's solicitor client privileged information by the Integrity Commissioner will be directed to the Town's Solicitor and the procedure for access to the solicitor client privileged information will be agreed upon between the Town 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 Town 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 assigned by the Town to the Integrity Commissioner under section 223.3(1) (as amended) of the *Municipal Act*, or an alleged neglect or default in the performance in good faith of the duty or authority. If the Town is required to indemnify the Integrity Commissioner, the Integrity Commissioner may require that the Town retain or directly pay the costs for legal counsel for the Integrity Commissioner. Unless their interests are adverse, the Integrity Commissioner and the Town 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, insuring against damage or injury to persons or property with limits of not less than \$2,000,000 per occurrence, with an aggregate limit of \$5,000,000, or such greater amount as the Town may from time-to-time request, or other types of policies appropriate to the work as the Town may reasonably require. The Insurance policy shall include the Town as an additional insured, contain a cross-liability clause, severability of interests' clause endorsement and a clause including contract liability coverage arising out of the contract or Agreement. In addition, the Integrity Commissioner shall obtain Errors and Omissions Insurance of not less than \$2 million with an aggregate of \$5,000,000.

- 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 Town 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 be effective on October 1, 2024 and shall expire on September 30, 2028, unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the Town and the Integrity Commissioner in writing. Upon expiry of the term or any extended term of this Agreement the Agreement shall continue on a month-to-month basis without any action needing to be taken by either Party.
- 7.2 The Town 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 Town, 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 Town's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the Town. In the event of the Town 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 Town and acknowledges that the Town is relying thereon as follows:

- a. The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 9.2 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.
- 9.3 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.
- 9.4 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 Town;
  - b. do not have a financial interest in any matters involving the Town;
  - c. do not have an interest in matters before the Town's Council or in any work undertaken by the Town;
  - d. do not have any involvement in the municipal politics of the Town of Niagara-On-The-Lake
- 9.5 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 Town 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 Town.
- 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 Town of Niagara-On-The-Lake' 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 Town.

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 Town shall be delivered and addressed to:

Town of Niagara-On-The-Lake  
Town Administration Building  
1593 Four Mile Creek Road  
P.O. Box 100  
Virgil, ON L0S 1T0  
Attention: Grant Bivol, Manager of Legislative Services/Town Clerk  
Email: [grant.bivol@notl.com](mailto:grant.bivol@notl.com)  
Telephone: (905) 468-3266

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

Principles Integrity  
30 Haddon Street, Toronto, ON M5M 3M9  
Attention: Jeffrey A. Abrams and Janice Atwood  
Telephone: 647-259-8697  
Email: [postoffice@principlesintegrity.org](mailto:postoffice@principlesintegrity.org)

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 supersedes 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 Town or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.
- 11.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

<b>SIGNED, SEALED AND DELIVERED</b>	)	<b>THE CORPORATION OF THE TOWN OF</b>
	)	<b>NIAGARA-ON-THE-LAKE</b>
	)	)
I/We Have the Authority to Bind the Corporation	)	)
	)	_____
	)	Gary Zalepa, Lord Mayor
	)	)
	)	_____
	)	Grant Bivol, Town Clerk
	)	)
	)	<b>PRINCIPLES INTEGRITY</b>
	)	)
I Have the Authority to Bind the Partnership	)	)
	)	_____

) Name: Jeffrey A. Abrams  
) Position: Co-Principal