



**THE CORPORATION OF THE TOWNSHIP OF CHAPPLE
BYLAW NO 1814**

WHEREAS Council considers it appropriate to appoint persons to fulfill the roles of “Integrity Commissioner” as set out in the Municipal Act, 2001;

NOW THEREFORE the Council of the Corporation of the Township of Chapple **HEREBY ENACTS AS FOLLOWS:**

1. In order to ensure that an external Integrity Commissioner is available to provide services when called upon to do so, more than one individual person will be appointed to these positions wherever possible.
2. The following persons are appointed as Integrity Commissioners for the Township of Chapple:
 - a) Mr. Darrell Matson
 - b) Ms. Rosalie Evans
 - c) Mr. Ron Bourret
3. The Reeve and CAO/Clerk-Treasurer are authorized to enter into service agreements, attached hereto, as Schedule A, B, and C, with the individuals appointed under this by-law, in the form and content satisfactory to the CAO/Clerk-Treasurer.
4. This by-law shall come into force and take effect upon the date it is passed.

REPEALS: This by-law replaces by-law 1654.

READ AND FINALLY PASSED THIS 11th DAY OF
APRIL 2023

JAMES GIBSON, REEVE

TARA ALLAIRE, CAO/CLERK TREASURER

SCHEDULE 'A' TO BYLAW 1814

AGREEMENT for personal services dated April 11, 2023.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF CHAPPLE (the "Municipality")

AND: MR. DARRELL MATSON

RECITALS:

- A) The Municipality is an incorporated Ontario municipality governed by the Municipal Act, 2001, S.O. 2001, c.25, as amended.
- B) The Act requires that the Municipality appoint an "Integrity Commissioner" and a "Closed Meeting Investigator."
- C) Mr. Matson has indicated that he is able and willing to be appointed by the Municipality as one of its Integrity Commissioners and Closed Meeting Investigators.
- D) The parties have entered into this agreement to set out the terms and conditions of the appointment.

THIS AGREEMENT IS ENTERED in consideration of the exchange of covenants within it, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever the term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- a) **Act** means the Municipal Act, 2001, S.O. 2001, c. 25, as amended from time to time, including successor legislation and including relevant and applicable Regulations passed under the authority of that legislation.
- b) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it.
- c) **Closed Meeting Investigator** means a person appointed by a municipality under the authority of Subsection 239.1(1) of the Act.
- d) **Event of Default** means a failure by one Party to meet its obligations under this Agreement.
- e) **Integrity Commissioner** means a person who is appointed by an Ontario municipality under the authority of Subsection 223.3(1) of the Act.
- f) **Parties** means both Mr. Matson and the Municipality.
- g) **Party** means either Mr. Matson or the Municipality, as the context requires.
- h) **The Term** means the entire five-year period during which this Agreement is operational, as set out in Article 2.00. In the event that the Parties agree to a renewal, the definition of Term shall be deemed to be amended by adding the number of years of the renewal period.
- i) **Mr. Matson** is Mr. Matson, who has held positions with one or more Ontario municipalities during his career, most recently as the General Manager of the Infrastructure and Operations Department for The Corporation of the City of Thunder Bay.
- j) **MCI** means the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.30. as amended from time to time, including successor legislation.
- k) **Municipality** means The Corporation of the Township of Chapple, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario.

1.02 Construing this Agreement: The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation. All provisions of this Agreement creating obligations on either Party will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context.

1.03 Reasonableness: Wherever any consent, agreement or approval of the Municipality or Mr. Matson is required under the terms of this Agreement, then unless otherwise specifically mentioned, the Party acting will do so reasonably.

ARTICLE 2.00: TERM OF AGREEMENT

2.01 Term: The Parties agree that the Term of this Agreement is five (5) years, to be computed from the 11th day of April, 2023, concluding on the 30th day of April, 2028, subject to renewal and termination as provided in this Agreement.

2.02 Renewals: Upon its expiry, this Agreement may be renewed upon the mutual agreement of the Parties.

2.03 No Fault Termination: Either party may terminate this Agreement by providing six (6) months' written notice of termination to the other Party.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 Appointment: The Municipality will pass a by-law to appoint Mr. Matson as one of its Integrity Commissioners and as one of its Closed Meeting Investigators. The Parties acknowledge that there may be more than one person appointed to either or both of those roles in order for the Municipality to be sure to have a person available to assist in the event of a relevant report or complaint of alleged infraction.

3.02 Payment for Services: In light of the no-fault termination clause in Section 2.03 of this Agreement, Mr. Matson will not receive an annual retainer. In the event that his services are required, Mr. Matson will provide the Municipality with his current hourly rate for services, or he will provide an all-in quotation for the matter, depending on the circumstances at the time. Direct reasonable expenses and disbursements associated with the work will also be paid by the Municipality.

3.03 Alternate Service Providers: As set out in Section 3.01 above, the Municipality may have more than one person appointed to either the Closed Meeting Investigator position or the Integrity Commissioner position. In those circumstances, the Municipality will contact the appointees individually to seek their relative availabilities and current pricing. The Municipality's choice of which of its service providers to use at any time is the sole choice of the Municipality.

3.04 Closed Meeting Investigator Services: Schedule One to this Agreement contains, for ease of reference, the relevant provisions of the Act relating to investigations surrounding reports that the council held closed session meetings.

3.05 Integrity Commissioner Services: Schedule Two to this Agreement contains, for ease of reference, the relevant provisions of the Act relating to investigations surrounding reports that one or more members of the council has acted contrary to the Municipality's Code of Conduct for Councilors.

3.06 Code of Conduct: Schedule Three to this Agreement contains, for ease of reference, the Municipality's Code of Conduct for Councilors. Each Integrity Commissioner will be provided with any amendments to the Code, from time to time, as they may be processed by the Municipality. Despite Section 4.02, updates will not require formal amendment of this Agreement.

3.07 Approved Procedures: Schedule Four to this Agreement contains the Municipality's approved procedures for responding to complaints.

3.08 Service Delivery: Mr. Matson agrees to provide the Municipality with his services as Closed Meeting Investigator and as Integrity Commissioner in a diligent, prompt and efficient manner throughout the Term.

3.09 Payment: The Municipality agrees to pay Mr. Matson for his services rendered as a Closed Meeting Investigator or as an Integrity Commissioner, as the case may be, upon receipt of his invoices for payment, as and when rendered.

3.10 Delegation of Authority: The Act permits the authority granted to Mr. Matson to be delegated. The Parties acknowledge that this Agreement was entered based on the Municipality's faith in Mr. Matson's personal abilities. Mr. Matson agrees not to delegate his authority under this Agreement without the Municipality's prior written consent.

ARTICLE 4.00: MISCELLANEOUS

4.01 Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, email, or facsimile, or if sent by prepaid first-class mail and addressed to Mr. Matson at:

Mr. Darrell Matson

Or to the Municipality at:

The Corporation of the Township of Chapple

Attention: Municipal Clerk
54 Barwick Road, PO Box 4
Barwick Ontario, P0W 1A0
Email: cao@chapple.on.ca

Receipt of this notice shall be deemed on:

- a) The date of actual delivery of a hand delivered document; or
- b) The Business Day next following the date of facsimile or email transmission; or
- c) Five (5) days following the date of mailing of the notice;

Whichever is applicable. Despite Section 4.02, either Party may change its address for notice by giving notice of change of address pursuant to this Section.

4.02 Amendments: No supplement, amendment, or waiver of or under this Agreement (apart from amendments to notice provisions of Section 4.01) shall be binding unless executed in writing by the Party to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

4.03 Force Majeure/Time: Despite anything in this Agreement, neither Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

4.04 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and it is agreed that there is no other understanding, whether oral or written, other than as set forth in this Agreement.

4.05 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

4.06 Freedom of Information: Mr. Matson acknowledges that, apart from the personal information noted in Section 4.01, this agreement is a public document.

4.07 Independent Legal Advice: Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

JAMES GIBSON, REEVE

TARA ALLAIRE, CAO/CLERK TREASURER

<p>Witness to Signature of Mr. Matson</p> <p>_____</p> <p>(PRINT NAME BELOW SIGNATURE)</p>	<p>_____</p> <p>DARRELL MATSON</p>
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SCHEDULE 'B' TO BYLAW 1814

AGREEMENT for personal services dated April 11, 2023.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF CHAPPLE (the "Municipality")

AND: MS. ROSALIE EVANS

RECITALS:

- A) The Municipality is an incorporated Ontario municipality governed by the Municipal Act, 2001, S.O. 2001, c.25, as amended.
- B) The Act requires that the Municipality appoint an "Integrity Commissioner" and a "Closed Meeting Investigator."
- C) Ms. Evans has indicated that she is able and willing to be appointed by the Municipality as one of its Integrity Commissioners and Closed Meeting Investigators.
- D) The parties have entered into this agreement to set out the terms and conditions of the appointment.

THIS AGREEMENT IS ENTERED in consideration of the exchange of covenants within it, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever the term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

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- b) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it.
- c) **Closed Meeting Investigator** means a person appointed by a municipality under the authority of Subsection 239.1(1) of the Act.
- d) **Event of Default** means a failure by one Party to meet its obligations under this Agreement.
- e) **Integrity Commissioner** means a person who is appointed by an Ontario municipality under the authority of Subsection 223.3(1) of the Act.
- f) **Parties** means both Ms. Evans and the Municipality.
- g) **Party** means either Ms. Evans or the Municipality, as the context requires.
- h) **The Term** means the entire five-year period during which this Agreement is operational, as set out in Article 2.00. In the event that the Parties agree to a renewal, the definition of Term shall be deemed to be amended by adding the number of years of the renewal period.
- i) **Ms. Evans** is Ms. Evans, a retired lawyer who has over thirty (30) years experience as both municipal solicitor and as solicitor/clerk, having worked in both larger urban settings and in small, rural settings over the course of her career.
- j) **MCIA** means the Municipal Conflict of Interest Act. R.S.O. 1990, c. M.30. as amended from time to time, including successor legislation.
- k) **Municipality** means The Corporation of the Township of Chapple, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario.

1.02 Construing this Agreement: The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation. All provisions of this Agreement creating obligations on either Party will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context.

1.03 Reasonableness: Wherever any consent, agreement or approval of the Municipality or Ms. Evans is required under the terms of this Agreement, then unless otherwise specifically mentioned, the Party acting will do so reasonably.

ARTICLE 2.00: TERM OF AGREEMENT

2.01 Term: The Parties agree that the Term of this Agreement is five (5) years, to be computed from the 11th day of April, 2023, concluding on the 30th day of April, 2028, subject to renewal and termination as provided in this Agreement.

2.02 Renewals: Upon its expiry, this Agreement may be renewed upon the mutual agreement of the Parties.

2.03 No Fault Termination: Either party may terminate this Agreement by providing six (6) months' written notice of termination to the other Party.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 Appointment: The Municipality will pass a by-law to appoint Ms. Evans as one of its Integrity Commissioners and as one of its Closed Meeting Investigators. The Parties acknowledge that there may be more than one person appointed to either or both of those roles in order for the Municipality to be sure to have a person available to assist in the event of a relevant report or complaint of alleged infraction.

3.02 Payment for Services: In light of the no-fault termination clause in Section 2.03 of this Agreement, Ms. Evans will not receive an annual retainer. In the event that her services are required, Ms. Evans will provide the Municipality with her current hourly rate for services, or she will provide an all-in quotation for the matter, depending on the circumstances at the time. Direct reasonable expenses and disbursements associated with the work will also be paid by the Municipality.

3.03 Alternate Service Providers: As set out in Section 3.01 above, the Municipality may have more than one person appointed to either the Closed Meeting Investigator position or the Integrity Commissioner position. In those circumstances, the Municipality will contact the appointees individually to seek their relative availabilities and current pricing. The Municipality's choice of which of its service providers to use at any time is the sole choice of the Municipality.

3.04 Closed Meeting Investigator Services: Schedule One to this Agreement contains, for ease of reference, the relevant provisions of the Act relating to investigations surrounding reports that the council held closed session meetings.

3.05 Integrity Commissioner Services: Schedule Two to this Agreement contains, for ease of reference, the relevant provisions of the Act relating to investigations surrounding reports that one or more members of the council has acted contrary to the Municipality's Code of Conduct for Councilors.

3.06 Code of Conduct: Schedule Three to this Agreement contains, for ease of reference, the Municipality's Code of Conduct for Councilors. Each Integrity Commissioner will be provided with any amendments to the Code, from time to time, as they may be processed by the Municipality. Despite Section 4.02, updates will not require formal amendment of this Agreement.

3.07 Approved Procedures: Schedule Four to this Agreement contains the Municipality's approved procedures for responding to complaints.

3.08 Service Delivery: Ms. Evans agrees to provide the Municipality with her services as Closed Meeting Investigator and as Integrity Commissioner in a diligent, prompt and efficient manner throughout the Term.

3.09 Payment: The Municipality agrees to pay Ms. Evans for her services rendered as a Closed Meeting Investigator or as an Integrity Commissioner, as the case may be, upon receipt of her invoices for payment, as and when rendered.

3.10 Delegation of Authority: The Act permits the authority granted to Ms. Evans to be delegated. The Parties acknowledge that this Agreement was entered based on the Municipality's faith in Ms. Evan's personal abilities. Ms. Evans agrees not to delegate her authority under this Agreement without the Municipality's prior written consent.

ARTICLE 4.00: MISCELLANEOUS

4.01 Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, email, or facsimile, or if sent by prepaid first-class mail and addressed to Ms. Evans at:

Ms. Rosalie Evans

Or to the Municipality at:

The Corporation of the Township of Chapple

Attention: Municipal Clerk
54 Barwick Road, PO Box 4
Barwick Ontario, P0W 1A0
Email: cao@chapple.on.ca

Receipt of this notice shall be deemed on:

- a) The date of actual delivery of a hand delivered document; or
- b) The Business Day next following the date of facsimile or email transmission; or
- c) Five (5) days following the date of mailing of the notice;

Whichever is applicable. Despite Section 4.02, either Party may change its address for notice by giving notice of change of address pursuant to this Section.

4.02 Amendments: No supplement, amendment, or waiver of or under this Agreement (apart from amendments to notice provisions of Section 4.01) shall be binding unless executed in writing by the Party to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

4.03 Force Majeure/Time: Despite anything in this Agreement, neither Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

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4.05 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

4.06 Freedom of Information: Ms. Evans acknowledges that, apart from the personal information noted in Section 4.01, this agreement is a public document.

4.07 Independent Legal Advice: Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

JAMES GIBSON, REEVE

TARA ALLAIRE, CAO/CLERK TREASURER

Witness to Signature of Ms. Evans _____ (PRINT NAME BELOW SIGNATURE)	_____ ROSALIE EVANS
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SCHEDULE 'C' TO BYLAW 1814

AGREEMENT for personal services dated April 11, 2023.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF CHAPPLE (the "Municipality")

AND: MR. RON BOURRET

RECITALS:

- A) The Municipality is an incorporated Ontario municipality governed by the Municipal Act, 2001, S.O. 2001, c.25, as amended.
- B) The Act requires that the Municipality appoint an "Integrity Commissioner" and a "Closed Meeting Investigator."
- C) Mr. Bourret has indicated that he is able and willing to be appointed by the Municipality as one of its Integrity Commissioners and Closed Meeting Investigators.
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- e) **Integrity Commissioner** means a person who is appointed by an Ontario municipality under the authority of Subsection 223.3(1) of the Act.
- f) **Parties** means both Mr. Bourret and the Municipality.
- g) **Party** means either Mr. Bourret or the Municipality, as the context requires.
- h) **The Term** means the entire five-year period during which this Agreement is operational, as set out in Article 2.00. In the event that the Parties agree to a renewal, the definition of Term shall be deemed to be amended by adding the number of years of the renewal period.
- i) **Mr. Bourret** is Mr. Bourret, a retired manager of municipal law enforcement, past Regional Senior Investigator with the Police Complaints Commission of Ontario, member of the Royal Canadian Mounted Police and retired Officer Commanding the Military Police CAF Reserves. Ron is fluently bilingual in French and English.
- j) **MCIA** means the Municipal Conflict of Interest Act. R.S.O. 1990, c. M.30. as amended from time to time, including successor legislation.
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2.02 Renewals: Upon its expiry, this Agreement may be renewed upon the mutual agreement of the Parties.

2.03 No Fault Termination: Either party may terminate this Agreement by providing six (6) months' written notice of termination to the other Party.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 Appointment: The Municipality will pass a by-law to appoint Mr. Bourret as one of its Integrity Commissioners and as one of its Closed Meeting Investigators. The Parties acknowledge that there may be more than one person appointed to either or both of those roles in order for the Municipality to be sure to have a person available to assist in the event of a relevant report or complaint of alleged infraction.

3.02 Payment for Services: In light of the no-fault termination clause in Section 2.03 of this Agreement, Mr. Bourret will not receive an annual retainer. In the event that his services are required, Mr. Bourret will provide the Municipality with his current hourly rate for services, or he will provide an all-in quotation for the matter, depending on the circumstances at the time. Direct reasonable expenses and disbursements associated with the work will also be paid by the Municipality.

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3.08 Service Delivery: Mr. Bourret agrees to provide the Municipality with his services as Closed Meeting Investigator and as Integrity Commissioner in a diligent, prompt and efficient manner throughout the Term.

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3.10 Delegation of Authority: The Act permits the authority granted to Mr. Bourret to be delegated. The Parties acknowledge that this Agreement was entered based on the Municipality's faith in Mr. Bourret's personal abilities. Mr. Bourret agrees not to delegate his authority under this Agreement without the Municipality's prior written consent.

ARTICLE 4.00: MISCELLANEOUS

4.01 Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, email, or facsimile, or if sent by prepaid first-class mail and addressed to Mr. Matson at:

Mr. Ron Bourret

Or to the Municipality at:

The Corporation of the Township of Chapple

Attention: Municipal Clerk
54 Barwick Road, PO Box 4
Barwick Ontario, P0W 1A0
Email: cao@chapple.on.ca

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4.05 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

4.06 Freedom of Information: Mr. Bourret acknowledges that, apart from the personal information noted in Section 4.01, this agreement is a public document.

4.07 Independent Legal Advice: Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

JAMES GIBSON, REEVE

TARA ALLAIRE, CAO/CLERK TREASURER

Witness to Signature of Mr. Bourret _____ (PRINT NAME BELOW SIGNATURE)	_____ RON BOURRET
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SCHEDULE ONE

PROVISIONS OF THE MUNICIPAL ACT, 2001 REGARDING CLOSED MEETING INVESTIGATIONS

[Section 239.1 - Investigation](#)

[Section 239.2 - Investigator](#)

SCHEDULE TWO

PROVISIONS OF THE MUNICIPAL ACT, 2001 REGARDING INTEGRITY COMMISSIONERS

[223.3 – Integrity Commissioner](#)

SCHEDULE THREE

BY-LAW 1652 TOWNSHIP OF CHAPPLE - CODE OF CONDUCT

SCHEDULE 4

APPROVED COMPLAINT RESPONSE/INVESTIGATION PROCEDURE