

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No.2025-68

Being a By-law to Appoint an Integrity Commissioner

WHEREAS Section 223.3 of the Municipal Act, 2001, 5.0. 2001, c.25, as amended, authorizes municipalities to appoint an 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 (l); 2022, c. 24, Sched. 3, s. 3.

AND WHEREAS a Request for Proposal was issued on behalf of the Almaguin Municipalities jointly seeking services of an Integrity Commissioner;

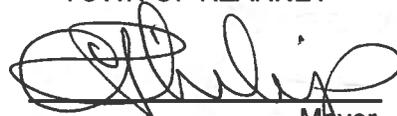
AND WHEREAS the Clerks of the participating municipalities appointed an Evaluation Committee to evaluate the proposals, with the proposal from AOR Chamber Inc. receiving the highest combined score based on the evaluation criteria as detailed in the Request for Proposals document;

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF KEARNEY AS FOLLOWS:

1. THAT the Request for Proposal for an Integrity Commissioner be awarded to ADR Chamber Inc.;
2. THAT Michael Maynard of ADR Chambers Inc. is hereby appointed Integrity Commissioner for the Town of Kearney;
3. THAT Schedule 'A' attached hereto shall form the Agreement between the Town of Kearney and ADR Chambers Inc.;
4. That By-law No. 2023-05 is hereby repealed.
5. THAT this By-law shall come into force and effect on the date of its passing.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 11 day of December, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY


Mayor


Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
made as of the ____ day of December, 2025

BETWEEN:

Town of Kearney (hereinafter called "the Town")

-and-

ADR CHAMBERS INC.
(hereinafter called "ADRC")

WHEREAS the Town would like to retain the services of Michael Maynard of ADRC as its Integrity Commissioner under the authority of section 223.3(1) of the Municipal Act, 2001, S.O. 2001, c. 25 (the "Act") to perform the Services of this position in accordance with the terms of the Act and the provisions of this Agreement;

NOW THEREFORE, the Town and ADRC for good and valuable consideration hereto covenant and agree as follows:

Services

1. ADRC agrees to provide Integrity Commissioner services with Michael Maynard of ADRC as the appointed Integrity Commissioner (the "Commissioner"), in accordance with the authority for such appointment as prescribed in Section 223.3 (1) of the Act. ADRC will also make available to the Municipality other ADRC support persons, as permitted by this Agreement, including Ellen Fry, Ben Drory, Jeffery Shapiro and Naomi Bussin as Associate Investigators.
2. ADRC agrees to perform the services (the "Services") as set out in Section 223.3(1) of the Municipal Act.
3. Neither ADRC nor the Commissioner will provide legal advice and none of the advice provided in the delivery of the Services should be considered legal advice. Anyone who requires legal advice should seek that advice from a practicing lawyer.
4. Services shall be performed in relation to the Town's Code of Conduct, as amended. A copy of the Town's current Code is attached to the Agreement as Schedule "C".
5. The Commissioner is appointed for the purpose of addressing Integrity Commissioner-related issues as set out in the RFP and the Proposal. The Commissioner's jurisdiction over complaints is established only upon ADRC's receipt of a Formal Complaint. ADRC shall not provide advice to persons who wish to file or are thinking about filing a Formal Complaint to ADRC.
6. The Town may in writing at any time after the execution of the Agreement or the commencement of Services delete, extend, increase, vary, or otherwise alter the Code. The Town and ADRC may jointly agree to alter the services. ADRC shall have the option of terminating this Agreement immediately if the scope of the Services is materially altered without ADRC's consent.
7. (a) The Town may at any time, by giving 60 days' notice in writing to ADRC, suspend or terminate this Agreement and the Services or any portion thereof. This may be done for any reason. If the Town determines or is informed pursuant to this Agreement that ADRC has a conflict of interest, the Town may ask ADRC to make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to the Town, failing which, the Town may terminate this Agreement. Upon receipt of written notice of termination, ADRC shall perform no further Services other than those reasonably necessary to close out the Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.

(b) Should a conflict of interest arise, ADRC shall disclose such conflict to the Town and shall make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to both the Town and ADRC. If unable to address the conflict to the satisfaction of both the Town and ADRC, ADRC may, at any time by notice in writing to the Town terminate the Agreement and the Services. Upon ADRC's delivery of written notice to the Town, ADRC shall not, without the consent of the Town's Clerk, perform any further Services other than those

reasonably necessary to close out ADRC's Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.

8. ADRC shall perform the Services, in an independent and consistent manner to meet the requirements of the Town as set out in the RFP and the Proposal. ADRC shall complete the Services on a flexible and as-needed basis as required by the Town.
9. The Town acknowledges and agrees that ADRC shall make all final reports to Council. These reports to Council will be made using the proper administrative reporting procedures as directed by the Town's Clerk. Notwithstanding anything in this paragraph, ADRC may provide advice to Councillors on a confidential basis.

Term, Termination, and Expiration

10. (a) Subject to the provisions of this Agreement, the initial Term of this Agreement shall be for three (3) years and shall commence on the date of execution of the Agreement by both parties (the "Term").

(b) Upon any termination of this Agreement, ADRC shall provide to the Town's next Integrity Commissioner all material/documentation related to any investigations underway and such documentation/material shall become the property of the new Integrity Commissioner of the Town. In the event the Town has not contracted the services of a new Integrity Commissioner upon termination of this Agreement, ADRC shall make arrangements with the Town to transfer documentation/material relating to on-going investigations to the Town's Clerk in a manner that satisfies ADRC's concerns respecting confidentiality of the records while allowing their use for the purposes for which they were created.

(c) Following termination of the Agreement, ADRC shall retain all records and documentation relating to the Services for seven (7) years (the "Retention Period"). Upon completion of the Retention Period, ADRC shall dispose of the records.

Impartiality

11. ADRC acknowledges that neither ADRC, nor any of its employees or agents providing Services to the Town has any conflicts of interest. Specifically, ADRC acknowledges that neither the Commissioner, nor any other employee or agent of ADRC providing Services are employed by the Town, have any financial interest in matters involving the Town, have any interest in matters before the Town's Council, or have any interest in any work undertaken by the Town. ADRC further agrees that ADRC, its employees and agents involved in providing Services will not have any involvement in political campaigning/endorsements, or related conflicts of interest, with any current member of the Town's Council, Committees, Local Boards, or with any current member of a council, committee, or local board of a local municipality within the Town preceding or during the Term of the Agreement. ADRC acknowledges that ADRC and the Commissioner shall be and always remain impartial and neutral. ADRC shall perform the Services skillfully, competently, and in accordance with the law.

Compensation

12. (a) The Town shall pay ADRC the following fees and disbursements for services rendered:
 - a. Retainer Fee of \$500 per year + HST, charged annually upfront (includes the preparation of the Annual Report);
 - b. The Hourly Rate shall be \$375 + HST for work performed by the Commissioner;
 - c. The Hourly Rate shall be \$300 + HST for work performed by the Associate Investigator;
 - d. Mileage for reasonable travel at a rate of \$0.60/km. The Town agrees that particulars of travel within the Town shall not be disclosed to the Town by ADRC if believed that doing so may compromise confidentiality of a complainant or participant in an investigation; and
 - e. Reasonable disbursements at cost.

(b) Should ADRC require a meeting space in the Town during the course of an investigation, the Town shall provide such space in a Town facility on an as needed and as available basis. In arranging for such space, the Town will be mindful of the importance of confidentiality. For greater certainty, ADRC may request space in another

Town facility where the space offered could, in the opinion of ADRC, give rise to confidentiality concerns.

(c) The Town will print ADRC's reports and will provide services with respect to service of summonses or subpoenas, as may be requested by ADRC at the expense of the Town.

(d) The Town shall provide public access to the Code through its website. The Town shall also provide information about the Code, the functions of the Integrity Commissioner, and the complaint process on its website. ADRC's Services do not include development of a website or such information. Review of the website content does not constitute part of ADRC's Services, unless requested.

(e) If the Town Clerk refuses to authorize any of ADRC's fees and expenses contemplated by the Agreement, ADRC is entitled to appeal such decision directly to the Town's Council.

(f) Should fees or expenses that ADRC feels are necessary for the reasonable performance of the Services be refused on appeal to the Town's Council, then the issue shall be resolved by arbitration pursuant to paragraph 30 of this Agreement.

13. ADRC shall not assume responsibility for, nor seek reimbursement from, the Town for any costs incurred by ADRC not specifically set out in the Agreement unless such costs are authorized, in writing, by the Town's Clerk (in advance).
14. ADRC shall submit an invoice to the Town for all services completed in the immediately preceding month. Interest at the annual rate of 12 percent per annum will be paid on the total outstanding unpaid balance commencing 30 days after the Town has received ADRC's invoice. Any applicable Harmonized Sales Tax shall be added to each monthly invoice as prescribed by law from time to time and shall be paid to ADRC by the Town. ADRC shall provide its HST Registration Number on all invoices to the Town.
15. ADRC shall provide copies of receipts with respect to any disbursement, for which receipts would normally be available, for which ADRC claims payment under this Agreement.

Insurance and Indemnification

16. (a) Indemnity

ADRC agrees to indemnify and save harmless and shall obtain, maintain, pay for, and provide evidence of the following insurance.

(b) Professional and Commercial General Liability Insurance

ADRC shall obtain, maintain, pay for, and provide evidence of Professional Liability Insurance with limits of not less than \$2 million (\$2,000,000.00), inclusive per claim, covering services or activities by ADRC and ADRC's agents and employees (inclusive of the Commissioner) that are professional in nature and thereby excluded under the Commercial General Liability Policy.

ADRC shall obtain, maintain, pay for, and provide evidence of Commercial General Liability Insurance that includes as an additional insured the Town, with limits of not less than \$2 million (\$2,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof.

(c) Workplace Safety and Insurance Board ("WSIB")

ADRC is not required to register with the WSIB and, upon request, can provide a letter from the WSIB attesting to this.

(d) Municipal Act, 2001 Indemnity

The Town hereby provides the Integrity Commissioner and any person acting under the Integrity Commissioner's instructions with the indemnity provided for and required in section 223.3(6) of the Municipal Act, 2001, as amended by Bill 68 and effective March 1, 2019.

Representation of ADRC

17. ADRC is appointed under authority of subsection 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. ADRC and the Commissioner may be identified publicly as the Integrity Commissioner appointed by the Town. ADRC shall be an independent contractor and shall not be considered and shall at no time represent itself or permit any of its employees or agents to represent themselves to be legal counsel, an agent, or an employee of the Town.

Confidentiality

18. The Commissioner is entitled to have access to all books, records, electronic data processing records, reports, files, and all other papers, things or property belonging to or used by the Town or a local board that the Commissioner believes to be necessary for an inquiry.
19. ADRC, the Commissioner, and every person acting under the instructions of either ADRC or the Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of its Services, save and except information that may be disclosed in a criminal proceeding, as required by law or otherwise set out in subsection 223.5(2) of the Act.
20. ADRC shall comply with the confidentiality provisions of the Act and specifically the requirements set out in sections 223.5, 223.6, 223.7, and 223.8 of the Act.
21. Except as may be required by law, ADRC shall not disclose confidential information that was the subject of a closed meeting under section 239 of the Act, or which could identify a person concerned. Nothing herein precludes the ADRC from making public disclosure of information as is permitted by law.
22. In the event the Commissioner believes access is required to files and documents for which solicitor client privilege is claimed, then ADRC shall discuss such request with the Town's solicitor. If, in the opinion of the Town's solicitor, such request needs to be approved by the Town's Council, then the direction of the Town's Council will be sought by the Town's solicitor.
23. Upon receipt of a Formal Complaint pursuant to the Code, the Commissioner may conduct an informal investigation or may elect to exercise the inquiry powers under sections 33 and 34 of the Public Inquiries Act, as contemplated by subsection 223.4(2) of the Act.

General Conditions

24. Except as set out herein, neither ADRC, nor any person, firm, or corporation associated or affiliated with or subsidiary to ADRC shall have an interest either directly or indirectly with the business of the Town.
25. ADRC is not permitted to assign this Agreement in whole or in part, subject to paragraphs 26 and 27.
26. ADRC recognizes and agrees that the Commissioner has been selected by the Town to perform the Services based on his or her unique qualifications for the position, combined with the support systems provided by ADRC as described in the Proposal. In the event of any delegation of the Services by ADRC to an agent, employee, or other person beyond what is expressly set out in the Proposal, ADRC will notify the Town's Clerk of the identity of the proposed designate, as well as his or her qualifications, experience, and expertise necessary to perform the Services to the same standard.
27. Nothing herein shall preclude the Commissioner from delegating his or her authority to individuals referred to in the Proposal or such other individuals who may be agreed to by the Town in accordance with the provisions of the Municipal Act, 2001.
28. Powers and Services assigned to ADRC under this Agreement shall apply to ADRC only while in performance of the Services during the Term of this Agreement.
29. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to ADRC's Services.

30. Any dispute, difference or disagreement between the parties hereto in relation to this Agreement may be referred to arbitration. The parties will agree on a suitable arbitrator and if they are unable to do so, an arbitrator will be appointed by the ADR Institute of Ontario. The award of the arbitrator shall be final and binding upon the parties. The provisions of the Arbitration Act, 1991, S.O., 1991, as amended shall apply.
31. The headings used in the Agreement are for convenience of reference only and do not limit or otherwise affect the meaning of the terms, provisions, interpretation, or language of the Agreement.
32. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS THEREOF ADRC has set its corporate seal attested by the hands of its duly authorized officers and the Town has affixed its corporate seal attested by the hands of its duly authorized officers on the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE TOWN OF KEARNEY



Name: Cheryl Philip
Title: Mayor



Name: Nicole Gourlay
Title: CAO-Clerk

ADR CHAMBERS INC.

Name:
Title:

I have authority to bind the
corporation

Schedule "A"
Request for Proposal

Schedule "B"
ADRC Proposal

Schedule "C"
Code of Conduct

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025- 23

Being a By-Law to Establish a Code of Conduct for the Mayor, Councillors, Committee and Board Members of the Corporation of the Town of Kearney

WHEREAS the Municipal Act, 2001, as amended, authorizes municipalities to pass by-laws regarding Accountability and Transparency of the municipality and its operations and of its local boards and their operations;

WHEREAS the Municipal Act, 2001, as amended, authorizes municipalities to establish codes of conduct for members of the Council of the municipality and of local boards of the municipality;

AND WHEREAS the Municipal Act, as amended, authorizes penalties for a contravention of the code of conduct; and

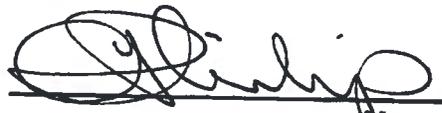
AND WHEREAS Council deems it expedient to establish a Code of Conduct for the Mayor, Councillors', Committee and Board Members;

NOW THEREFORE, the Council of The Corporation of the Town of Kearney enacts as follows:

1. That The Corporation of the Town of Kearney adopts the Code of Conduct, substantially in the form of Schedule "A", attached hereto and forming part of this by-law.
2. All previous By-laws and resolutions and parts of by-laws and resolutions inconsistent with the provisions of this by-law are hereby repealed.
3. This by-law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND TIME AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this the 17th day of April, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY


Mayor


Clerk

Town of Kearney Council Code of Conduct

TABLE OF CONTENTS

- 1. AUTHORITY**
- 2. PREAMBLE**
- 3. DEFINITIONS**
- 4. STATUTORY PROVISIONS**
- 5. APPLICATION**
- 6. GIFTS, BENEFITS AND HOSPITALITY**
- 7. CONFIDENTIAL INFORMATION**
- 8. USE OF MUNICIPAL PROPERTY, SERVICES AND OTHER RESOURCES**
- 9. ELECTION CAMPAIGN WORK**
- 10. IMPROPER USE OF INFLUENCE**
- 11. BUSINESS RELATIONS**
- 12. CONDUCT REGARDING CURRENT & PROSPECTIVE EMPLOYMENT**
- 13. CONDUCT AT COUNCIL AND COMMITTEE MEETINGS**
- 14. CONDUCT RESPECTING STAFF**
- 15. SOCIAL MEDIA USE/CONDUCT**
- 16. DISCREDITABLE CONDUCT**
- 17. FAILURE TO ADHERE TO COUNCIL POLICIES AND PROCEDURES**
- 18. REPRISALS AND OBSTRUCTION**
- 19. ACTING ON ADVICE OF INTEGRITY COMMISSIONER**
- 20. COMPLIANCE WITH THE CODE OF CONDUCT**
- 21. POLICY REVIEW**

1. AUTHORITY

The Corporation of the Town of Kearney has established this Council Code of Conduct in accordance with Part V.1 - Accountability and Transparency of the Municipal Act, 2001, S.O. 2001, c.25.

2. PREAMBLE

It is the goal of the Corporation of the Town of Kearney to improve the quality of public administration and governance by encouraging high standards of conduct on the part of all government officials. In particular, the public is entitled to expect the highest standards of conduct from the members that it elects to local government. In turn, adherence to these standards will protect and maintain the Corporation of the Town of Kearney's reputation and integrity.

Subsection 223.2 of the Municipal Act, 2001 requires the Municipality to establish a code of conduct for members of Council. It is intended to supplement and be compatible with the laws governing the conduct of members.

The key statements of principle that underline the Corporation of the Town of Kearney Code of Conduct are as follows:

- Members of Council shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- Members of Council are elected by their constituents to represent their views when dealing with issues that come before Council. The constituents have many views and opinions and Members of Council cannot represent all of the issues, all of the time. Election to office also requires Members of Council to have a broader understanding of the issues that impact the municipality as a whole. Members of Council will have to consider conflicting interests and make decisions that may not be considered popular by everyone.
- Members of Council should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both apparent and real;
- Members of Council are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny; and
- Members of Council shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament and Ontario Legislature, and the laws and policies adopted by Council.

3. DEFINITIONS

In the Code of Conduct, the terms "child", "parent" and "spouse" have the same meanings as in the Municipal Conflict of Interest Act:

"child" means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;

"parent" means a person who has demonstrated a settled intention to treat a child as a member of his or her family; and

"spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.

Further, in this Code of Conduct, "Member" means a member of Council, including the Mayor, or a member of a Council Committee or Local Board, whether or not a member

of a Council Committee or Local Board is also a member of Council, as the context so requires.

4. STATUTORY PROVISIONS

This Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of Members. The following statutes govern the conduct of Members:

- the Municipal Act, 2001;
- the Municipal Conflict of Interest Act;
- the Municipal Elections Act, 1996;
- the Municipal Freedom of Information and Protection of Privacy Act;
- the Occupational Health and Safety Act;
- the Ontario Human Rights Code; and
- the Criminal Code of Canada

5. APPLICATION

This Code of Conduct applies to the Mayor, all members of Council, and any members of a Committee of Council or Local Board, whether or not a member of those Committees or Local Boards are also a member of Council.

6. GIFTS, BENEFITS AND HOSPITALITY

No Member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

For these purposes, a fee or advance paid to or a gift or benefit provided with the Member's knowledge to a Member's spouse, child, or parent, or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties is deemed to be a gift to that Member.

The following are recognized as exceptions:

- (a) compensation authorized by law;
- (b) gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (c) a political contribution otherwise reported by law, in the case of members of Council running for office;
- (d) services provided without compensation by persons volunteering their time;
- (e) a suitable memento of a function honouring the Member;
- (f) food, lodging, transportation and entertainment provided by provincial, and local governments or political subdivisions of them, by the Federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the member is either speaking or attending in an official capacity;
- (g) food and beverages consumed at banquets, receptions or similar events, if:
 - attendance serves a legitimate business purpose;
 - the person extending the invitation, or a representative of the organization is in attendance; and
 - the value is reasonable and the invitations infrequent;

In the case of categories (b), (e), (f), and (g), if the value of the gift or benefit exceeds

\$100.00, or if the total value received from any one source during the course of a calendar year exceeds \$100.00, the Member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Integrity Commissioner.

The disclosure statement must indicate:

1. the nature of the gift or benefit;
2. the source and date of receipt of the gift or benefit;
3. the circumstances under which the gift or benefit was given or received;
4. the estimated value of the gift or benefit;
5. what the recipient intends to do with any gift; and
6. whether any gift will at any point be turned over to the municipality.

Any disclosure statement will be a matter of public record.

On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in her or his opinion, create a conflict between a private interest and the public duty of the Member. If the Integrity Commissioner makes that preliminary determination, he or she shall call upon the Member to justify receipt of the gift or benefit.

Should the Integrity Commissioner determine that receipt was inappropriate, he or she may direct the Member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, or forfeit the gift or remit the value of any gift or benefit already consumed to the Municipality.

Except in the case of categories (a), (c), and (f), a Member may not accept a gift or benefit worth in excess of \$300.00 or gifts and benefits from one source during a calendar year worth in excess of \$300.

7. CONFIDENTIAL INFORMATION

Confidential information includes information in the possession of or received in confidence by the Town of Kearney that the Town of Kearney is either prohibited from disclosing, or is required to refuse to disclose, under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) or other legislation.

Generally, MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.

The Municipal Act, 2001 allows information that concerns personnel, labour relations, litigation, property acquisitions, the security of the property of the Municipality or a local board, and matters authorized in other legislation, to remain confidential. For the purposes of the Code of Conduct, "confidential information" also includes this type of information.

No Member shall disclose or release, directly or indirectly, by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so. Nor shall Members use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.

In accordance with the Town of Kearney's Procedural By-law a matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose or release, directly or indirectly, the content of such matter, or the substance of deliberations, of the in-camera meeting until the Council or committee discusses the information at a meeting that is open to the public or releases the information to the public.

The following are examples of information that a Member must keep confidential:

- items under litigation, negotiation, or personnel matters;
- information subject to solicitor-client privilege;
- information that infringes on the rights of others (e.g., sources of complaints)

- where the identity of a complainant is given in confidence);
- price schedules in contract tender or Request for Proposal submissions if so specified;
- information deemed to be “personal information” under MFIPPA; and
- statistical data required by law not to be released (e.g. certain census or assessment data).

Members should not access or attempt to gain access to confidential information in the custody of the Municipality unless it is necessary for the performance of their duties and not prohibited by Council policy or otherwise by law. Members are only entitled to information in the possession of the Municipality that is relevant to matters before Council, a committee or a local board. Otherwise, Members enjoy the same access rights to information as any other individual in the community and must follow the same processes as any private citizen to obtain such information.

8. USE OF MUNICIPAL PROPERTY, SERVICES AND OTHER RESOURCES

No Member should use, or permit the use of municipal land, facilities, equipment, supplies, services, staff or other resources (for example, municipal-owned materials, websites) for activities other than the business of the Corporation. Nor should any Member obtain personal financial gain from the use or sale of municipal-developed intellectual property (for example, inventions, creative writings and drawings), computer programs, technical innovations, or other items capable of being patented, since all such property remains exclusively that of the Municipality.

9. ELECTION CAMPAIGN WORK

Members are required to follow the provisions of the Municipal Elections Act, 1996. No Member shall use the facilities, equipment, supplies, services or other resources of the Municipality (including newsletters and websites linked through the municipal website) for any election campaign or campaign-related activities. No Member shall undertake campaign-related activities on municipal property during regular working hours unless permitted by policy (e.g., all candidates meetings). No Member shall use the services of persons for election-related purposes during hours in which those persons receive any compensation from the Municipality.

10. IMPROPER USE OF INFLUENCE

No Member shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one’s status as a Member to improperly influence the decision of another person to the private advantage of oneself, or one’s parents, children or spouse, staff members, friends, or associates, business or otherwise. Also prohibited is the prospect or promise of future advantage through a Member’s supposed influence within Council in return for actions or inaction.

For the purposes of this provision, “private advantage” **does not include** a matter:

- (a) that is of general application;
- (b) that affects a Member, his or her parents, children or spouse, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- (c) that concerns the remuneration or benefits of a Member as authorized by Council.

11. BUSINESS RELATIONS

No Member shall act as a paid agent before Council, its committees, or an agency, board or commission of the Municipality except in compliance with the terms of the Municipal Conflict of Interest Act.

A Member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

12. CONDUCT REGARDING CURRENT & PROSPECTIVE EMPLOYMENT

No Member shall allow the prospect of his or her future employment or employment of an immediate family member by a person or entity to detrimentally affect the performance of his or her duties to the Municipality.

13. CONDUCT AT COUNCIL AND COMMITTEE MEETINGS

Members shall conduct themselves with decorum and in a civil and respectful manner at Council and committee/local board meetings in accordance with the provisions of the Town's current Procedure By-Law.

14. CONDUCT RESPECTING STAFF

Under the direction of the Clerk – Administrator (Clerk/CAO), Staff serve the Council as a whole, and the combined interests of all Members as evidenced through the decisions of Council. Members have no individual capacity to direct employees to carry out particular functions. Members shall be respectful of the role of Staff to provide advice based on political neutrality and objectivity and without undue influence from any individual member or a faction of Council.

Accordingly, no Member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of Staff, and all Members shall show respect for the professional capacities of Staff.

No Member shall compel Staff to engage in political activities or be subjected to threats or discrimination for refusing to engage in such activities. Nor shall any Member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any Staff member with the intent of interfering with that person's duties.

15. SOCIAL MEDIA USE/CONDUCT

These standards help ensure that social media is used effectively and responsibly by council members, fostering trust and transparency within the community. By following these standards, Members of Council can use social media effectively to engage with the community, share important information, and promote transparency and accountability in municipal governance.

Members of Council are expected to adhere to the following standards when using social media platforms:

- (a) **Professional Conduct:** Members must maintain a high standard of professional conduct on social media, reflecting the values and integrity of the municipality. This includes being respectful, courteous, and avoiding any form of harassment or discrimination.
- (b) **Confidentiality:** Members must not disclose confidential or sensitive information related to the municipality, its employees, or residents. This includes information discussed in closed sessions or any other non-public information.
- (c) **Accurate Representation:** Members should ensure that their social media posts are accurate and not misleading. When expressing personal opinions, they should clearly distinguish these from official municipal positions. Members must not use municipal resources, such as official email addresses or social media accounts, for personal social media activities. Official accounts should be used solely for municipal business and communication.
- (d) **Transparency and Accountability:** Council members should be transparent about their identity and role when using social media. This includes using their real names and clearly stating their position. Council members should clearly distinguish between

their personal and official social media accounts. Personal opinions should not be presented as official statements.

- (e) **Professionalism:** It's important to maintain a professional tone at all times. Avoid engaging in arguments or posting content that could be seen as offensive or inappropriate. Be mindful of the content shared on social media. Avoid sharing confidential or sensitive information and ensure that all posts are accurate and respectful. Engage respectfully with the public and Staff online. Do not post content that could be perceived as offensive, inflammatory, or inappropriate.
- (f) **Compliance with Laws and Policies:** Ensure that all social media activity complies with relevant laws, such as the Open Meetings, Municipal Act, Municipal Conflict of Interest Act, Municipal Elections Act, and any policies that may apply including the understanding of documentation being used under the Municipal Freedom of Information Act. This includes being mindful of what constitutes a "meeting" and ensuring that any public business discussed online is being put forward using the proper processes. Members must also adhere to any policy, laws or regulations regarding the use of municipal resources during election periods. Avoid conflicts of interest and ensure that social media use aligns with the council's ethical standards. Members should avoid posting content that could create a real or perceived conflict of interest. Any potential conflicts should be disclosed and managed appropriately.
- (g) **Engagement and Responsiveness:** Use social media to engage with the community and respond to constituents' concerns. However, be cautious about the nature of the interactions and avoid making promises or statements that could be misinterpreted. Always act ethically and in the best interest of the public.
- (h) **Monitoring and Enforcement:** The Town will not monitor or enforce this section of the Code of Conduct as the Town has no obligation to enforce the Council Code of Conduct. If a member of the public, Staff or Council believe this section of the Code of Conduct has been violated by a member of Council. They may use the information obtained from Members' social media platforms as evidence in an investigation inquiry with the Town's Integrity Commissioner.

16. DISCREDITABLE CONDUCT

All Members have a duty to treat members of the public, one another, and Staff appropriately and without discrimination, abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. All Members shall abide by the provisions of the Ontario Human Rights Code, the Town's Violence and Harassment Policy, as well as the Occupational Health and Safety Act.

17. FAILURE TO ADHERE TO COUNCIL POLICIES AND PROCEDURES

Several of the provisions of this Council Code of Conduct incorporate policies and procedures adopted by Council. More generally, Members are required to observe the terms of all by-laws, policies and procedures established by the Town of Kearney.

18. REPRISALS AND OBSTRUCTION

Members shall respect the integrity of the Council Code of Conduct and investigations conducted under it. Any reprisal or threat of reprisal against a complainant or anyone for providing relevant information to the Integrity Commissioner is prohibited. It is also a violation of the Council Code of Conduct to obstruct the Integrity Commissioner in the carrying out of their responsibilities, as, for example, by the destruction of documents or the erasing of electronic communications. Members shall cooperate with the Integrity Commissioner during the course of any inquiry considering an alleged contravention of this Code.

19. ACTING ON ADVICE OF INTEGRITY COMMISSIONER

Any written advice given by the Integrity Commissioner to a Member binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter if all the relevant facts known to the Member were disclosed to the Integrity

Commissioner.

20. COMPLIANCE WITH THE COUNCIL CODE OF CONDUCT

Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to disclose a direct or indirect pecuniary interest under the Municipal Conflict of Interest Act.

Every Member shall comply with the Council Code of Conduct and all applicable laws including the Municipal Conflict of Interest Act.

The Municipal Act, 2001 authorizes Council to impose either of two penalties on a Member following a report by the Integrity Commissioner that, in her or his opinion, there has been a violation of the Code of Conduct:

1. A reprimand; or
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board for a period of up to 90 days.

Other Actions:

The Integrity Commissioner may also recommend that Council take the following remedial actions:

1. Removal from membership of a Committee or local board.
2. Removal as Chair of a Committee or local board.
3. Repayment or reimbursement of moneys received.
4. Return of property or reimbursement of its value.
5. A request for an apology to Council, the complainant, or both.

21. REVIEW

To proactively manage policy review, it is desirable to set a review date. Therefore, a review of this policy shall be performed in the year of a Municipal Election in order to maintain its accuracy and applicability. Should legislation that governs this Council Code of Conduct change prior to the year of a Municipal Election, the policy shall be reviewed and revised accordingly.

