



**ONE Joint Investment Board
Regular Board Meeting
Agenda**

Meeting #: 2020-01
Date: May 19 2020, 9:00 a.m.
Location: Zoom Virtual Meeting

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1. Welcome	
Heather Douglas, Partner, WeirFoulds LLP welcomed all to the meeting.	
2. Declaration of Interest	
3. Introduction of Board Members	
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18.	Other Business	
19.	Recess	
20.	Closed Session - Private Attachment to Integrity Commissioner and Closed Meeting Investigator Services Agreement with Aird and Berlis LLP - Solicitor-Client	
21.	Reconvene in Public Session	
22.	Adjournment	
23.	Next Meeting: May 20, 2020 (9am-5pm) - Zoom Virtual Meeting	



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: Initial Formation Agreement
Report: 20-001

1. RECOMMENDATIONS

This report on the Initial Formation Agreement has been prepared for information purposes only and is provided to ONE JIB in order that its members may have a more complete understanding of the process by which ONE JIB was established. No action is required on the part of ONE JIB in connection with the Initial Formation Agreement as the only parties to the agreement are the Founding Municipalities.

A copy of the Agreement is attached.

2. SUMMARY

Through the Initial Formation Agreement the Founding Municipalities established, and agreed to invest through, a Joint Investment Board in accordance with the applicable provisions of the *Municipal Act, 2001* and the regulations made thereunder (collectively, the Municipal Legislation).

Under the Municipal Legislation introducing the prudent investor regime municipalities wishing to establish and invest through a Joint Investment Board must have, in the opinion of their respective treasurers, a combined total of \$100 million in money and investments that such municipalities do not require immediately.

The Founding Municipalities are: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka, and The Corporation of the Town of Whitby.

3. BACKGROUND

ONE Investment engaged in an extensive, open and accessible consultation process to identify municipalities with interest in being included in the ONE JIB founding group. ONE Investment also encouraged interested municipal representatives to participate in these consultations for the establishment of ONE JIB in case their municipalities may be considering joining at some later date. We believe this process has resulted in a governance and operating structure for ONE JIB and ONE Investment which will serve all members of the municipal sector well and be sustainable over the long term.

In recognition of their role in undertaking the time-consuming effort of forming a thorough understanding of the legislative regime, providing direction as to their needs, reviewing draft agreements, and giving ONE Investment staff the benefit of their comments and observations, the Founding Municipalities are entitled to a small fee rebate. This is set out in the Fee Schedule attached to the ONE JIB Agreement which is the subject of a separate report.

The Municipal Legislation also requires that the Founding Municipalities jointly and at the same time establish ONE JIB. This required that staff of the Founding Municipalities work together in a cooperative and coordinated fashion, with staff of ONE Investment and with one another. The Founding Municipalities were required to review and analyze their investment portfolios, and prepare, with assistance from ONE Investment, an investment policy statement. Founding Municipalities and their staff then needed to bring the policies, reports, by-laws and agreements before their respective councils in order that all Founding Municipalities completed the required steps at more or less the same time.

4. ANALYSIS

The following are highlights of the Initial Formation Agreement. (References to sections and schedules are to the Initial Formation Agreement.)

(a) Sequence of Events (Recitals)

- The Founding Municipalities were required to enter into the Initial Formation Agreement before passing the by-law to “opt in” to the prudent investor regime (referred to as the “Prudent Investor Enabling By-law”)

(b) **Meeting the Financial Test** (Section 3 and Schedule A)

- The Founding Municipalities represent that they have met the \$100 million combined asset test, confirmed by a certificate from the treasurer of each Founding Municipality attesting to the amount of money and investments not required immediately by their municipalities

(c) **Establishment of ONE JIB and Appointment of Initial Members** (Sections 1 and 5)

- The Founding Municipalities establish, and agree to invest through, ONE JIB (Section 1)
- The Founding Municipalities appoint the initial members of ONE JIB whose names are listed on Schedule B to the agreement (Section 5)

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INITIAL FORMATION AGREEMENT

This Agreement made as of May 19, 2020 between The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka, and The Corporation of the Town of Whitby (each a “**Founding Municipality**” and collectively, the “**Founding Municipalities**”)

RECITALS:

- A. Each of the Founding Municipalities is a municipality in Ontario under the *Municipal Act*, 2001 (the **Act**), and under the Act, may pass a by-law (the **Prudent Investor Enabling By-law**) to have section 418.1 of the Act apply to it to enable the Founding Municipality to invest money that it does not require immediately in any security, in compliance with such section of the Act and regulations made under the Act;
- B. Part II of Ontario Regulation 438/97 (the **Regulation**) provides that in order to pass the Prudent Investor Enabling By-law, a municipality must have entered into an agreement to establish and invest through a Joint Investment Board with one or more other municipalities;
- C. The Regulation further provides that all of such municipalities must have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that the municipalities do not require immediately;
- D. Each of the Founding Municipalities wishes to pass a Prudent Investor Enabling By-law and to enter into this agreement to establish and invest through a Joint Investment Board in accordance with the Act and the Regulation and subject to the terms and conditions herein contained;
- E. The treasurer of each of the Founding Municipalities has determined that the Founding Municipalities have a combined total of at least \$100,000,000 in money and investments that the municipalities do not require immediately;

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

- 1. The Founding Municipalities hereby establish a Joint Investment Board, to be known as the ONE Joint Investment Board (**ONE JIB**), and each Founding Municipality agrees to invest through ONE JIB with each of the other Founding Municipalities in accordance with the terms hereof.
- 2. Each Founding Municipality shall pass its Prudent Investor Enabling By-law in accordance with the Regulation. Upon the Founding Municipality passing its Prudent Investor Enabling By-law, the Founding Municipality shall notify each of the other parties hereto.

3. Each Founding Municipality represents and warrants to each of the other Founding Municipalities that in the opinion of its treasurer, (a) as at the date hereof, the Founding Municipalities have a combined total of at least \$100,000,000 in money and investments that the municipalities do not require immediately; and (b) the treasurer of the Founding Municipality is not aware of any reason that the Founding Municipalities will not have a combined total of at least \$100,000,000 in money and investments that the municipalities do not require immediately on the day that the Founding Municipality passes its Prudent Investor Enabling By-law. In support of the representation and warranty contained in this section 3, the treasurer of each Founding Municipality shall furnish to each of the other Founding Municipalities a certificate affirming its own financial information substantially in the form of the certificate appended hereto as Schedule A or in such form as may be agreed by the parties hereto.
4. If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to the attention of the treasurer of a Founding Municipality that the contents of the certificate delivered under section 3 hereof are no longer correct and accurate, the treasurer shall immediately notify each of the other Founding Municipalities.
5. The initial members of ONE JIB shall be the individuals whose names are set out in Schedule B hereto.
6. The Founding Municipalities agree that their relations with one another and with ONE JIB will be governed by the ONE Joint Investment Board Agreement as may from time to time be amended or supplemented (the **ONE JIB Agreement**), which is incorporated herein by reference. Each Founding Municipality shall perform its obligations and be bound by the terms of the ONE JIB Agreement as if such Founding Municipality was an "Applicant Municipality" under the ONE JIB Agreement and had executed and delivered the ONE JIB Agreement in such capacity. For greater certainty, the parties hereto confirm that the Founding Municipalities who are parties to this Initial Formation Agreement are the "Founding Municipalities" referred to in Section 13 *Withdrawal* and Section 15 *Term and Termination* of the ONE JIB Agreement, such that a Founding Municipality's withdrawal from ONE JIB may be made only in the manner set out in the ONE JIB Agreement and two or more Founding Municipalities may dissolve ONE JIB in accordance with and subject to the conditions set out in the ONE JIB Agreement.
7. The Founding Municipalities intend that ONE JIB and the Founding Municipalities shall from time to time enter into agreements with other municipalities in Ontario in the manner contemplated in paragraph 3 of section 15 of the Regulation. The Founding Municipalities agree that such other municipalities may appoint ONE JIB by signing a counterpart of the ONE JIB Agreement, as it may be amended from time to time.
8. No party may dispose of the whole or any part of its rights or obligations under this agreement without the express written consent of all of the other parties hereto or except as may otherwise be provided for in this agreement.
9. This agreement may not be amended, in whole or in part, except by written agreement of the parties hereto.

10. Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this agreement.
11. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or email to the address as notified by each of the parties to each of the other parties hereto.
12. Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.
13. This agreement may be executed by the parties electronically in accordance with the *Electronic Commerce Act*, 2000, S.O. 2000, c.17.
14. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement.

[Balance of page intentionally blank]

IN WITNESS WHEREOF the parties have executed this agreement as of the date first written.

**The Corporation of the Town of
Bracebridge**

BY: _____
Graydon Smith, Mayor

BY: _____
Lori McDonald
Director of Corporate Services/Clerk

**The Corporation of the Town of
Huntsville**

BY: _____
Tanya Calleja, Clerk

BY: _____
Karin Terziano, Mayor

**The Corporation of the Town of
Innisfil**

BY: _____
Lee Parkin, Clerk

BY: _____
Lynn Dollin, Mayor

The Corporation of the City of Kenora

BY: _____
Daniel Reynard, Mayor

BY: _____
Heather Pihulak
Manager of Administration/Clerk

The District Municipality of Muskoka

BY: _____
Amy Back, Clerk

BY: _____
John Klinck, District Chair

**The Corporation of the Town of
Whitby**

BY: _____
Ken Nix
Commissioner, Corporate Services/Treasurer

BY: _____
Chris Harris
Director, Legislative Services / Town Clerk

**CERTIFICATE
of the
TREASURER OF
[Name of Founding Municipality]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby [delete the name of the relevant Founding Municipality from this list]

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned _____ is the duly appointed treasurer of _____ (the **Treasurer's Municipality**), a Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ _____ in money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ _____ in money and investments that the other Founding Municipalities do not require immediately, the Founding Municipalities together have a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined total of at least \$100,000,000 in money and investments that the

Founding Municipalities do not require immediately on the day that the Treasurer's Municipality passes its Prudent Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Treasurer,
[name of the certifying treasurer's
municipality]

SCHEDULE B

Initial members of ONE JIB

Aubrey Basdeo
Jennifer Dowty
Heidi Franken
James Giles
Bill Hughes
Geri James
Stephen Rettie

**CERTIFICATE
of the

TREASURER OF
[Town of Bracebridge]**

TO: The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned Stephen Rettie is the duly appointed treasurer of Town of Bracebridge (the **Treasurer's Municipality**), a Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ 36,400,000 in money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 402,452,256 in money and investments that the other Founding Municipalities do not require immediately, the Founding Municipalities together have a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately on the day that the Treasurer's Municipality passes its Prudent Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Stephen Rettie

Signed with ConsignO Cloud (2020/05/04)
Verify with ConsignO or Adobe Reader.



Stephen Rettie, Treasurer
[Town of Bracebridge]

**CERTIFICATE
of the

TREASURER OF
[The Corporation of the Town of Huntsville]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned Julia Mckenzie is the duly appointed treasurer of The Corporation of the Town of Huntsville (the **Treasurer's Municipality**), a Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ \$19,749,000 in money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 419,103,256 in money and investments that the other Founding Municipalities do not require immediately, the Founding Municipalities together have a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately on the day that the Treasurer's Municipality passes its Prudent Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Julia Mckenzie

Signed with ConsignO Cloud (2020/05/04)
Verify with ConsignO or Adobe Reader.



Treasurer, Julia Mckenzie

[The Corporation of the Town of Huntsville]

**CERTIFICATE
of the

TREASURER OF
[The Corporation of the Town of Innisfil]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville,
The Corporation of the City of Kenora, The District Municipality of Muskoka and The
Corporation of the Town of Whitby

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned Audrey Webb is the duly appointed treasurer
of The Corporation of the Town of Innisfil (the **Treasurer's Municipality**), a
Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between
The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation
of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The
Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this
Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of
you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ 37,700,000
in money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 401,152,256 in money and
investments that the other Founding Municipalities do not require immediately, the
Founding Municipalities together have a combined total of at least \$100,000,000 in money
and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined
total of at least \$100,000,000 in money and investments that the Founding Municipalities
do not require immediately on the day that the Treasurer's Municipality passes its Prudent
Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other
Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Audrey Webb

Signed with ConsignO Cloud (2020/05/10)
Verify with ConsignO or Adobe Reader.



Treasurer, Audrey Webb

[The Corporation of the Town of Innisfil]

**CERTIFICATE
of the

TREASURER OF
[The Corporation of the City of Kenora]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville,
The Corporation of the Town of Innisfil, The District Municipality of Muskoka and The
Corporation of the Town of Whitby

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned Charlotte Edie is the duly appointed treasurer of
The Corporation of the City of Kenora (the **Treasurer's Municipality**), a
Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between
The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation
of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The
Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this
Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of
you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ \$50,000,000 in
money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 388,852,256 in money and
investments that the other Founding Municipalities do not require immediately, the
Founding Municipalities together have a combined total of at least \$100,000,000 in money
and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined
total of at least \$100,000,000 in money and investments that the Founding Municipalities
do not require immediately on the day that the Treasurer's Municipality passes its Prudent
Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other
Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Charlotte Edie

Signed with ConsignO Cloud (2020/05/04)
Verify with ConsignO or Adobe Reader.



Treasurer, Charlotte Edie
[The Corporation of the City of Kenora]

**CERTIFICATE
of the

TREASURER OF
[The District Municipality of Muskoka]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville,
The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, and The
Corporation of the Town of Whitby

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020


The undersigned Julie Stevens is the duly appointed treasurer
of The District Municipality of Muskoka (the **Treasurer's Municipality**), a
Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between
The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation
of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The
Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this
Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of
you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ \$127,787,324 in
money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 311,064,932 in money and
investments that the other Founding Municipalities do not require immediately, the
Founding Municipalities together have a combined total of at least \$100,000,000 in money
and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined
total of at least \$100,000,000 in money and investments that the Founding Municipalities
do not require immediately on the day that the Treasurer's Municipality passes its Prudent
Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other
Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.


Signed by Julie Stevens (2020/05/07)
Verify with ConsignO or Adobe Reader.



Treasurer, Julie Stevens
[The District Municipality of Muskoka]

**CERTIFICATE
of the

TREASURER OF
[The Corporation of the Town of Whitby]**

TO: The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville,
The Corporation of the Town of Innisfil, The Corporation of the City of Kenora and The
District Municipality of Muskoka

AND TO: ONE Joint Investment Board

RE: Formation of ONE Joint Investment Board

DATE: May 19, 2020

The undersigned Ken Nix is the duly appointed treasurer of
The Corporation of the Town of Whitby (the **Treasurer's Municipality**), a
Founding Municipality as a party to the Initial Formation Agreement effective as of May 19, 2020, between
The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation
of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The
Corporation of the Town of Whitby (the **Initial Formation Agreement**). Defined terms used in this
Certificate have the meanings assigned to them in the Initial Formation Agreement.

In my capacity as treasurer (and not in my personal capacity), the undersigned hereby certifies to each of
you that, in my opinion, as at the date hereof,

- (a) the Treasurer's Municipality has approximately \$ 167,215,932
in money and investments that the Treasurer's Municipality does not require immediately;
- (b) combined with the \$ 271,636,324 in money and
investments that the other Founding Municipalities do not require immediately, the
Founding Municipalities together have a combined total of at least \$100,000,000 in money
and investments that the Founding Municipalities do not require immediately,
- (c) I am not aware of any reason that the Founding Municipalities will not have a combined
total of at least \$100,000,000 in money and investments that the Founding Municipalities
do not require immediately on the day that the Treasurer's Municipality passes its Prudent
Investor Enabling By-law.

As to the opinion expressed in paragraph (b) above, I have relied upon certificates of treasurers of the other
Founding Municipalities of even date herewith appended hereto.

If, prior to the passing of its Prudent Investor Enabling By-law by the last Founding Municipality to do so, it comes to my attention that the contents of this certificate are no longer correct and accurate, I undertake to immediately notify each of you.

Ken Nix

Signed with ConsignO Cloud (2020/05/07)
Verify with ConsignO or Adobe Reader.



Treasurer, Ken Nix

[The Corporation of the Town of Whitby]

To: ONE Joint Investment Board
 From: Denis Kelly, Secretary
 Date: May 19, 2020
 Re: Procedure By-law
 Report: 20-002

1. RECOMMENDATION

1. ONE JIB pass the attached Procedure By-law.

2. SUMMARY

ONE JIB requires a Procedure By-law.

ONE JIB (“the Board”), as a “municipal services board” and “local board” under the *Municipal Act, 2001* (“*Municipal Act*”), is required to pass a procedure by-law. This is because s.238(2) of the *Municipal Act* provides that every municipality and local board shall pass a procedure by-law governing the calling, place and proceedings of meetings.

3. BACKGROUND

The *Municipal Act* contains various provisions relating to meetings of municipalities and local boards.

Besides s. 238(2) mentioned above, the *Municipal Act* contains various other provisions relating to meetings of municipalities and local boards. For instance, it requires that the procedure by-law provide for public notice of meetings. It contains a specific provision for electronic participation in meetings. There is also a very recent provision for electronic participation in meetings in the event of an emergency being declared by a municipality or the Province such as in the current COVID-19 situation.

The *Municipal Act* also stipulates that all meetings of municipalities and local boards shall be open to the public, subject to certain specific exemptions allowing for closed meetings. It contains a provision that anyone can request that an investigation be conducted into whether a meeting that was closed to the public complied with the *Municipal Act* exemptions. The investigation would be conducted by the Closed Meeting Investigator appointed by the municipality or local board – in this case, ONE JIB.

4. ANALYSIS

The Procedure By-law is similar to those of various municipalities and local boards and is consistent with the provisions of the *Municipal Act*.

The attached procedure by-law includes provisions that are contained in the procedure by-laws of other municipalities and local boards, such as the Toronto Investment Board. The provisions are geared toward providing transparency, smooth and efficient meetings, and compliance with the *Municipal Act*.

Highlights of the procedure by-law are as follows:

Applicability of the By-law

- The by-law applies to all meetings of the Board and its committees.

Chair and Vice-Chair

- The members of the Board are to appoint a Chair annually.
- The Chair's duties include presiding at all meetings of the Board, calling/cancelling/rescheduling meetings, calling special meetings, maintaining order, ruling on procedural matters, determining speaking order and the right to vote, and representing the Board at public or official functions.
- The Board is also to appoint a Vice-Chair each year. The Vice-Chair serves in the absence of the Chair.

Place and Time of Meetings

- All meetings of the Board are to be held at such place in Ontario (or any other place agreed to by the Board and ONE Investment) as is specified in the meeting notice.
- The Board is to hold a minimum of four meetings each year (these "regular meetings" would typically be in accordance with the schedule of meetings approved by the Board).
- There is provision for special meetings to be called by the Chair, or by a petition of the members, on a minimum of 48 hours' notice, and special emergency meetings on less than 48 hours' notice.

Notice of Meetings

- The Board Secretary is to give notice of regular meetings to the members at least five days in advance, where feasible.
- Notice is also to be given to ONE Investment staff, the treasurers of all the Participating Municipalities and the public.

Agendas

- The agenda is set by the Board Secretary. (In practical terms this will be done in conjunction with the Chair and ONE Investment staff.)
- The agenda is to reach members at least five days in advance, where feasible.
- There are provisions for a supplementary agenda that includes items that relate to or

supplement items contained on the regular agenda.

Meetings

- The Board must have and keep a quorum (a majority of its members) to have a meeting.
- All meetings (or parts of meetings) are to be held in public, with the public permitted to attend. There are exemptions when the subject matter being considered is
 - (a) the security of the property of the Board;
 - (b) personal matters about an identifiable individual, including Board employees;
 - (c) a proposed or pending acquisition or disposition of land by the Board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before administrative tribunals, affecting the board;
 - (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) education or training of the members, provided that no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Board or Committee;
 - (h) a matter in respect of which the Board may hold a closed meeting under another Act;
 - (i) information explicitly supplied in confidence to the Board by Canada, a province or territory or a Crown agency of any of them;
 - (j) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (k) a trade secret or scientific, technical, commercial or financial information that belongs to the Board and has monetary value or potential monetary value; or
 - (l) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Board.

There are also specific exemptions for considering requests under the *Municipal Freedom of Information and Protection of Privacy Act* and investigations by the provincial Ombudsman.

Prior to holding a closed meeting, the Board must pass a motion indicating that the meeting is closed, its general nature and the specific provision of the *Municipal Act* under which it is closed. Members can only vote in a closed meeting for procedural matters and giving directions to staff. All actions taken in a closed meeting are to be confirmed by a motion and a vote subsequently made in public.

General Meeting Provisions

- Members can speak to an item for up to five minutes unless the Chair allows additional time.
- Members can ask questions of the Chair, an official of the Board or ONE Investment, the previous speaker and the public.
- A member of the public can address the Board for up to five minutes on any agenda item.
- Votes are initiated by motions.
- Motions do not require a seconder.

- There are specific provisions regarding the order of voting on motions. The most common motions – refer, defer, receive, amend, main motion – are voted on in that order.
- Members must vote on motions when they are present. A non-vote by a member who is present is considered to be a negative vote.
- A majority vote of the members present is required for most motions to pass (a 2/3 majority is required for some procedural motions such as to reconsider an item or amend the procedure by-law).
- A member can request a recorded vote on any motion. This means that the name of each member present will be recorded in the minutes as voting in favour of or against the motion.

Electronic Participation

- A member can participate electronically in any meeting when the Board Chair determines that there are “exceptional circumstances”. In this case the member has all of the rights of the other members (e.g. speak, ask questions, make motions, vote) but cannot be counted in the quorum and cannot participate in any part of the meeting that is closed to the public.
- A member can also participate electronically when the member is unable to attend a meeting due to an “emergency” that has been declared by a municipality or the Province under the *Emergency Management and Civil Protection Act*. The member will have all of the rights of other members. But in this case the member can be counted in the quorum and can participate in a closed session.

Conflicts of Interest

- The by-law reflects the provisions of the *Municipal Conflict of Interest Act* in requiring members, when they, their spouse, parent or child have a direct or indirect pecuniary interest (“interest”) in a matter being considered by the Board, to:
 - (a) disclose their interest and the general nature of it prior to any consideration by the Board;
 - (b) not take part in the discussion of, or vote on the matter; and
 - (c) not attempt in any way, before, during or after the meeting, to influence the voting on the matter.
- If a member has an interest in any matter that is being considered in a closed meeting, the member must leave the closed meeting.
- If a member is absent from a particular meeting at which an item in which the member has an interest is being considered by the Board or one of its committees, the member must declare the interest and the general nature of it at the next meeting of the Board or the committee.

Minutes

- Draft minutes of Board meetings are prepared by the Board Secretary. They are then circulated to the Board members, ONE Investment staff and the treasurers of the Participating Municipalities and posted on the Board website as soon as possible after the meetings. This is because Board members, ONE Investment staff, staff of the Participating Municipalities and others will need to rely on and act on the minutes, sometimes quickly, before the next regular Board meeting.
- The draft minutes are submitted to the Board for approval at its next regular meeting.
- Minutes and other records of the Board are maintained and made available by the Board Secretary, subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Committees

- The Board can establish committees and designate their Chairs. The Chair of a committee must be a member of the Board.
- Committee deliberations will be reflected in a committee report to the Board at its next meeting, where feasible.

The attached procedure by-law contains provisions that are designed to promote transparency, help the Board run efficiently and to comply with legislation, particularly the *Municipal Act*. It is therefore recommended that it be passed.

ONE JOINT INVESTMENT BOARD

PROCEDURE BY-LAW

BY-LAW NO. -2020

To govern the proceedings of the ONE Joint Investment Board

WHEREAS section 238(2) of the *Municipal Act, 2001* (“the Act”) provides that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings,

The Board enacts:

A. Definitions

1. Definitions

Board means ONE Joint Investment Board that has been established under section 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE Joint Investment Board Agreement.

Chair means the Chair of the Board.

Committee means a committee or sub-committee of the Board.

Meeting means a meeting of the Board or a Committee where a Quorum of the Members is present and the Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Board.

Member means a Member of the Board, including the Chair.

Motion means a proposal moved by a Member to adopt, amend, or otherwise deal with a matter before the Board or a Committee.

Motion to Defer means a Motion to delay a decision on a matter by postponing its consideration:

- (1) indefinitely;
- (2) until, or within, some specified time or time period;
- (3) until a specified event happens; or

- (4) until a report or communication is presented.

Motion to Receive for Information means a motion to acknowledge a matter or part of a matter including the main motion or amendment, to take no current action on the matter, and to place the matter in the Board's records for future reference.

Motion to Refer means a motion to send a matter, including a main motion or amendment, to a Committee or person for more information or recommendation.

ONE Investment means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to the Board under the ONE Joint Investment Board Services Agreement made between the Board and ONE Investment.

Participating Municipality means each municipality for whom the Board acts as the Joint Investment Board under the terms of the ONE Joint Investment Board Agreement from time to time.

Point of Order means bringing to the attention of the Chair and Members that a person has broken a rule or made an error in procedure and asking that the Board follow the rules or that the error in procedure be corrected.

Point of Privilege means a request to the Chair and to the Board to immediately consider and take action to remedy a situation where a Member believes that another Member has spoken disrespectfully towards that Member or another Member, or who considers that his or her integrity or that of a Member or official has been impugned or questioned by a Member.

Recorded Vote means a vote for which the Secretary records all Members present and how they voted.

Secretary means the Secretary of the Board, or alternate Secretary of the Board.

Special Meeting means a meeting of the Board other than a regular Meeting, a continued Meeting, or a reconvened Meeting.

B. Conduct of Business

2. Principles of the procedure by-law

- (1) The following are the principles upon which the procedure by-law is based:
- (a) The majority of Members have the right to decide;
 - (b) The minority of Members have the right to be heard;

- (c) All Members have the right to information to help make decisions unless otherwise prevented by law;
 - (d) Members have a right to an efficient Meeting;
 - (e) All Members have the right to be treated with respect and courtesy; and
 - (f) All Members have equal rights, privileges and obligations.
- (2) This procedure by-law is to be interpreted in accordance with these principles.

3. Business conducted according to the by-law

The Board shall observe the rules in this by-law in all proceedings of the Board and its Committees.

C. Board Chair and Vice Chair

4. Appointment of Chair and Vice Chair

- (1) The Members shall appoint the Chair of the Board annually in accordance with section 4.11 of the Board's terms of reference and upon the resignation, death, disqualification or removal of the current Chair.
- (2) The Members shall appoint a Vice Chair from among the Members at the first meeting of the Board each year after the appointment of the Chair.

5. Duties of the Chair

The Chair of the Board:

- (1) shall preside at all Meetings of the Board;
- (2) may cancel and/or reschedule a regular Meeting of the Board or call a Special Meeting or Special Emergency Meeting of the Board as necessary;
- (3) shall represent the Board at public or official functions or designate another Member to do so; and
- (4) shall conduct the election of the Vice Chair of the Board.

6. Duties of Vice Chair

The Vice Chair of the Board has all the powers and shall perform all the duties of the Chair of the Board in the absence or inability or refusal of the Chair of the

Board to act, or if the Chair's office is vacant, together with any additional powers and duties as may be assigned by the Board from time to time.

D. Secretary of the Board

7. The Board Secretary

The Secretary of the Board and the alternate Secretary of the Board shall be appointed by ONE Investment.

8. Duties of the Secretary

The Secretary:

- (1) shall give notice of each regular Meeting of the Board together with an agenda of the matters to be considered so that the notice and agenda will reach the Members at their addresses as recorded in the Board's records at least five days in advance of the Meeting, where feasible;
- (2) shall give notice of each Special Meeting of the Board;
- (3) shall ensure that the Chair and Members, ONE Investment staff, the Treasurers of the Participating Municipalities and the public are given notice of all the Board and Committee Meetings;
- (4) shall record the Minutes of all the Board Meetings and the reports of all Committee Meetings;
- (5) shall forward the draft Minutes of all the Board Meetings to the Chair and Members, ONE Investment staff and the Treasurers of the Participating Municipalities;
- (6) shall arrange for posting of the Board's Minutes on the appropriate web site;
- (7) shall maintain records of the Board's terms of reference, minutes and reports of Meetings, copies of materials, by-laws and reports provided to and by the Board; and
- (8) shall disclose the Board's records as required under the *Municipal Freedom of Information and Protection of Privacy Act*.

Failure to give notice in accordance with Subsection 8(1) shall not affect the validity of the proceedings taken at the Meeting.

E. Board Meetings

9. Regular Meetings

- (1) Meetings of the Board shall be called by the Chair in consultation with ONE Investment and the Secretary.
- (2) Meetings of the Board shall be held at such place in Ontario (or any other place agreed to by the Board and ONE Investment) as is designated in the notice of meeting, or any other location deemed suitable by the Chair, acting on the advice of the Secretary and ONE Investment.
- (3) The Board shall hold a minimum of four Meetings each calendar year.
- (4) All Meetings shall be open to members of the public except when they are permitted to be closed under the Act.
- (5) If the Chair of the Board is of the opinion that there are exceptional circumstances pertaining to a Meeting of the Board, the Chair of the Board may determine that a Member or Members of the Board may participate electronically in a Meeting of the Board that is open to the public.
- (6) A Member of the Board who is participating electronically in a Meeting of the Board pursuant to Subsection 9(5) shall have all of the rights and obligations of the other Members, including the right to speak, ask questions, make motions and vote, but shall not be counted in determining whether or not a quorum of Members is present at any point in time.
- (7) During any period where an emergency has been declared to exist in all or part of a municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, and where a Member of the Board is unable to physically attend a Meeting of the Board due to the emergency, the Member of the Board may participate electronically in the Meeting of the Board, and
 - (a) notwithstanding Subsection 9(6), such Member of the Board who is participating electronically in the Meeting shall be counted in determining whether or not a quorum of Members is present at any point in time; and
 - (b) notwithstanding Subsection 9(5), such Member of the Board may participate electronically in a Meeting that is closed to the public and shall have all of the rights and obligations of the other Members, including the right to speak, ask questions, make motions and vote.

10. Absence of Chair and Vice Chair

In the absence of both the Chair and the Vice Chair for a period of more than fifteen minutes after the appointed time of the Meeting, if a Quorum is present, the Board shall appoint one of the other Members as Acting Board Chair. She or he shall discharge the duties of the Chair during the Meeting, or until the arrival of the Board Chair or Vice Chair.

11. Special Meetings

Special Meeting called by the Chair:

- (1) The Chair may call a Special Meeting of the Board provided that:
 - (a) Members are notified at least 48 hours before the scheduled beginning of the Special Meeting;
 - (b) the notice for the Special Meeting includes the time, date, and location of the Meeting;
 - (c) the notice states the purpose of the Meeting; and
 - (d) the notice is delivered either in person or sent by electronic mail to each Member.

No other Business Considered

- (2) At a Special Meeting, the Board shall consider only the business in the Notice of Special Meeting and no other business.

Special Meeting by Petition of the Members

- (3) (a) If the Secretary receives a petition signed by the majority of Members requesting a Special Meeting, the Secretary shall call a Special Meeting for the purpose, date and time the petition requests.
- (b) A petition under clause (a) of Subsection 11(3) must contain:
 - (1) the original signatures of the signing Members;
 - (2) a clear statement of the Meeting's purpose; and
 - (3) the time and date for the Meeting.
- (c) The Secretary shall give at least 48 hours' notice of the Special Meeting by Petition of the Members and the notice for this Meeting must be delivered in person or sent by electronic mail to each Member.

- (d) Failure of the Secretary to give the notice provided for in clause (a) of Subsection 11(1) or clause (c) of Subsection 11 (3) does not affect the validity of the proceedings taken in a Special Meeting.

Special Emergency Meeting

- (4) Despite Subsection 11(1), the Chair of the Board may call a Special Emergency Meeting of the Board without giving 48 hours' notice, whenever he or she considers it necessary to do so, if:
 - (a) all the Board Members are notified of the Meeting either personally, by electronic mail, or by any other means available, and
 - (b) a majority of the Board Members agree to the Meeting by giving written consent to the Secretary personally before the beginning of the Meeting.

12. Public Meetings and Closed Meetings

- (1) Subject to Subsection 12(2), all the Board and Committee Meetings shall be open to the public.
- (2) The Board or one of its Committees may close a Meeting to the public to discuss:
 - (a) the security of the property of the Board;
 - (b) personal matters about an identifiable individual, including a Board employee;
 - (c) a proposed or pending acquisition or disposition of land by the Board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before an administrative tribunal, affecting the Board;
 - (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) education or training of the Members, provided that no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Board or Committee;
 - (h) a matter in respect of which the Board or any Committee may hold a closed Meeting under the Act;

- (i) information explicitly supplied in confidence to the Board by Canada, a province or territory or a Crown agency of any of them;
- (j) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (k) a trade secret or scientific, technical, commercial or financial information that belongs to the Board and has monetary value or potential monetary value; or
- (l) a position, plan, procedure, criterion or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Board.

(3) The Board shall close a Meeting to the public to discuss:

- (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*; or
- (b) an ongoing investigation respecting the Board by the Ombudsman appointed under the *Ombudsman Act* or the Investigator appointed under subsection 239.2(1) of the Act.

(4) Meetings always begin and end in public

All Meetings shall begin and end in public.

(5) Motion details for closed Meetings

Before holding a closed Meeting, the Board shall pass a Motion to hold a closed Meeting.

The Motion shall state:

- (a) that the Meeting is a closed Meeting;
- (b) the general nature of the matter to be considered;
- (c) the specific provision of the Act under which each item is permitted to be considered in the closed Meeting; and
- (d) where the purpose is for education or training, that the Meeting is closed pursuant to section 239 (3.1) of the Act.

(6) When a closed Meeting becomes public

If the matter the Board is considering at a closed Meeting no longer falls into one of the categories set out in Subsection 12(2), the Meeting shall no longer be closed and shall continue in public.

(7) Voting and minutes in closed Meeting

The Members shall not vote in a closed Meeting and the Secretary shall not keep minutes except for:

- (a)** a procedural matter; or
- (b)** giving directions or instructions to an official of the Board or her or his designate.

All other actions taken in a closed Meeting shall be subsequently authorized by Motions and votes conducted in public at the same Meeting.

F. Board Agenda

13. (1) Agenda

The Secretary shall establish agenda deadlines and shall prepare, publish and distribute the agenda for regular Meetings of the Board, which shall include:

- (a)** any declarations of interest pursuant to the *Municipal Conflict of Interest Act*;
- (b)** confirmation of minutes (if available); and
- (c)** agenda Items.

(2) Agenda order

Unless otherwise decided by the Board, the Board shall consider the items on the agenda in the order in which they are listed on the agenda.

(3) Changes to agenda

The Board, without debate, may by a majority vote, make any alteration to the order of the agenda but may not delete any item from the agenda.

(4) Delivery to Members of agenda

The Secretary shall make the agenda available to the public after delivery of the agenda to the Members.

(5) Notice given by publishing agenda

The published agenda for the Board Meeting shall constitute notice of all business included in that agenda subject to other notice provisions in this by-law and any applicable legislation.

14. (1) Deadlines and content of the Board agenda

If the Secretary receives any of the following materials by the agenda deadline and the matters to which they relate are within the Board's mandate, the Secretary shall place them on the agenda for the next regular Board Meeting:

- (a) communications from Members;
- (b) communications from a Participating Municipality;
- (c) reports from agents, including consultants and advisors appointed by the Board and/or ONE Investment officials; and
- (d) communications related to a matter on the agenda.

(2) Supplementary Agenda

The Secretary shall add any report or communication after the regular agenda deadline to form a supplementary agenda if the Secretary decides that it either relates to or supplements the regular agenda business.

15. Late new business reports or communications

- (1) Subject to Subsection 15(2), if after the regular agenda deadline for the Board Meeting, the Secretary receives any of the following, the Secretary shall add them to the agenda for the next regular Board Meeting:
 - (a) new business reports from the Board or ONE Investment officials; and
 - (b) new business communications from a Member, a Committee or a Participating Municipality.
- (2) By majority vote of the Board, the Secretary shall add to the agenda new business reports or communications the Secretary receives after the agenda deadline for the Board Meeting.

16. Members' options for presenting communications

- (1) Members may present communications to the Board about:
 - (a) any matter on the Meeting agenda; or
 - (b) matters not on the Meeting agenda but within the Board's mandate.

- (2) In submitting communications under clause (b) of Subsection 16(1), Members must comply with any applicable notice requirements and must meet agenda deadlines.

G. Quorum

17. Quorum

- (1) A quorum of the Board is a majority of its Members.
- (2) If no Quorum is present fifteen minutes after the time appointed for a Meeting, the Secretary shall call the roll and record the names of the Members present. The Meeting shall then be adjourned until the next scheduled day of Meeting, or the next regular Meeting, or a Special Meeting at the call of the Chair in accordance with Section 11.

18. Absence of Quorum during a Meeting

If a Quorum is lost and is not present during a Board or Committee Meeting for a period of more than fifteen consecutive minutes, the Secretary shall record the names of those Members present and the Meeting shall stand adjourned until the next scheduled day of Meeting, or the next regular Meeting, or a Special Meeting at the call of the Chair in accordance with Section 11, and the Meeting shall not continue on an informal basis.

H. Order and Decorum and Conduct of Members

19. Chair to maintain order

The Chair:

- (1) shall maintain order and preserve the decorum of the Meeting;
- (2) shall rule upon points of order and points of privilege without debate or comment;
- (3) shall rule upon all other procedural matters, acting on the advice of the Secretary where necessary;
- (4) shall determine which Member has the right to speak;
- (5) shall determine when all Members who wish to speak on a Motion have spoken and that the Members are ready to vote, and shall then put the Motion to a vote;
- (6) shall rule whether a Motion or proposed amendment is in order;

- (7) may call a Member to order; and
- (8) if considered necessary because of grave disorder, may adjourn or recess the Meeting for a specified time.

20. Improper conduct

The Chair has the right to expel, or exclude, from any Meeting, any person who disrupts the proceedings of the Meeting.

21. Members' responsibilities during a Meeting

Members are responsible for:

- (1) attending scheduled Meetings;
- (2) carefully considering and making decisions about Board business;
- (3) voting on Motions put to a vote;
- (4) respecting the rules of this by-law;
- (5) speaking respectfully at all times;
- (6) listening attentively, participating in a Meeting, and not interrupting the proceedings;
- (7) refraining from using any offensive, disrespectful or unparliamentary language about any Member, any member of the public, any Board or ONE Investment official, or the Board as a whole;
- (8) speaking only on the matter under debate or related Motions during debate; and
- (9) respecting the confidentiality of matters discussed in closed Meetings and not disclosing the subject or substance of those discussions, unless authorized to do so by the Board.

22. Removing and reinstating a disciplined Member

- (1) In addition to the right to remove any Member in accordance with section 2.1 of the Board's terms of reference, in the event that any Member persists in a breach of Section 21 after having been called to order by the Chair, the Chair has the right to not recognize that Member, except for the purpose of receiving an apology from the Member tendered at that Meeting or any subsequent Meeting.

I. Rules of Debate

23. (1) Order of speaking

The Chair shall maintain a list of Members who have requested to speak or to ask questions, and the Chair shall call on Members to speak or to ask questions in the order in which they appear on the list.

(2) Time Limit

No Member may speak for longer than five minutes on a question without the Chair's permission.

(3) Questioning not to be statements

Questions must be clear and concise and may not be used to make statements or assertions.

(4) Questioning of Members and Officials

Members may question only:

- (a)** the Chair;
- (b)** an official of the Board or ONE Investment;
- (c)** the previous speaker, if that speaker has moved a Motion, for clarification of the Motion only; and
- (d)** members of the public, for clarification purposes.

(5) Member not to ask the same question

The Chair may rule a question out of order if a Member has already asked substantially the same question in the same form.

(6) Every Member has a chance to speak before a second round

A Member may speak or ask questions only once until every Member who wishes to speak or ask questions has done so.

J. Points of Order and Privilege

24. Permitting statements by an Official of the Board when integrity questioned

When the Chair or a Member considers the integrity of an official of the Board or ONE Investment has been impugned or questioned by a Member, the Chair may

permit the official of the Board or ONE Investment to make a statement to the Meeting.

25. Point of Order or Privilege

(1) Member May Present

If the Chair agrees, a Member may present a Point of Order or a Point of Privilege at any time and must sit back down or remain in his or her seat after doing so.

(2) No Debate or Amendment

The Board or a Committee shall not debate or amend a Point of Order or a Point of Privilege.

(3) Chair to Immediately Rule

(a) The Chair shall immediately rule on the Point of Order or the Point of Privilege and shall give reasons for the ruling.

(b) The Chair's ruling shall be deemed final unless it is appealed.

(4) When a Member may Appeal the Chair's Ruling

Immediately following the Chair's ruling, a Member may make a Motion to appeal that ruling, despite another Member having the floor.

(5) No Debate or Amendment on Motion to Appeal

Members shall not debate or amend a Motion to appeal.

(6) Steps Taken After Motion to Appeal

When a Member makes a Motion to appeal, the Chair:

(a) shall ask the Members, "Is the ruling of the Chair upheld?"; and

(b) shall immediately put the Motion to appeal to a vote.

The Board's decision is final if the Chair's decision is upheld.

(7) Chair's statement of authoritative rules is final

If the Chair states or reads a rule from this procedure by-law or legislation, the Chair has not made a ruling and no Member shall make a Motion to appeal.

K. Public Presentations at Board Meetings

26. (1) Any person may address the Board

Subject to Subsection 26(2), any person may address the Meeting on an item on the Board's agenda.

(2) Register to speak

Any person may address the Meeting on any agenda item by notifying the Secretary by 12:00 p.m. on the day before the Meeting. If other persons wish to speak to an item on the Board's agenda, the Board may hear from them without additional notice

(3) Time allotted for speaking

Unless the Chair decides otherwise, a person may only address the Meeting for a maximum of five minutes.

L. Motions

27. General rules on making Motions

(1) Purpose of Motions

A Member may make a Motion that:

- (a)** affects the Meeting's procedures, as set out in this by-law; or
- (b)** proposes action on the matter that is currently before the Meeting for debate.

(2) Withdrawing a Motion

After a Member has made a Motion, the Member may only withdraw it with the consent of the Chair.

(3) No seconder required

A Motion does not require a seconder.

(4) Motions not in mandate of the Board

A Motion relating to a matter not within the jurisdiction of the Board is out of order.

(5) Motions and their order

- (a) A Member may make any Motion listed in clause (b) of Subsection 27(5) at any time when the Member has the floor.
- (b) The Board shall consider Motions in the following order:
 - (1) Motion to amend the agenda;
 - (2) Motion to adjourn;
 - (3) Motion to recess;
 - (4) Motion to end debate;
 - (5) Motion to extend debate;
 - (6) Motion to limit debate;
 - (7) Motion to fix a time for a reconvened Meeting;
 - (8) Motion to reopen or reconsider;
 - (9) Motion to refer;
 - (10) Motion to defer;
 - (11) Motion to amend; and
 - (12) Main motion.

(6) Procedural Motions voted on first

A procedural Motion shall take precedence over any other Motion and shall be put immediately to a vote following its debate.

28. Motion to adjourn

(1) When a Motion to adjourn is not in order

A Motion to adjourn a Board or Committee Meeting shall always be in order except:

- (a) when another Member is speaking;
- (b) when a vote has been called;
- (c) when the Members are voting; or
- (d) when a Member has indicated to the Chair his or her desire to speak on the matter before the Board.

(2) Motion to adjourn to be voted on immediately

The Members shall vote immediately on a Motion to adjourn and any amendments to that Motion, without debate.

(3) Motion to End Debate

- (a)** A Member who has the floor may make a Motion to end debate on the matter then under debate at any time during debate.
- (b)** A Motion to end debate:
 - (1)** is not debatable;
 - (2)** cannot be amended; and
 - (3)** is carried by a two-thirds vote of Members present.
- (c)** A Motion to end debate shall be put to a vote immediately.
- (d)** If a Motion to end debate passes, the matter before the Board, including the main Motion and any amendment, shall immediately be put to a vote.
- (e)** If a Motion to end debate fails to pass, the Member who made the Motion to end debate shall not speak again on the matter.

29. Motion to refer or defer - limited debate

The Members may debate a Motion to refer, or a Motion to defer, only on the desirability of referring or deferring and the terms of the referral or deferral.

30. Motion to refer or defer

- (1)** A Member who makes a Motion to refer shall include in the Motion:
 - (a)** the name of the Committee, body or official to whom the Motion is to be referred;
 - (b)** the subject matter or question to be investigated; and
 - (c)** the time period within which the matter will be reported back to the Board or Committee.
- (2)** A Member who makes a Motion to defer shall include in the Motion:
 - (a)** the time to which the matter is to be deferred, or a description of circumstances that cause the Motion to be brought back; and

- (b) an explanation of the Motion's purpose.

31. Motion to consider matter previously deferred requires two-thirds vote

A Motion that the Board consider a matter which is solely within its jurisdiction and that has been previously deferred indefinitely or to a time or eventuality which has not yet been reached or occurred, shall be presented only if the Board decides in favour, by a two-thirds vote of the Members present and voting. Only the Board, and not a Committee, can vote on such a motion.

32. Reconsideration of matter previously decided by the Board

- (1) Subject to Subsection 32(2), once a decision has been made at a Meeting, no Member may make a Motion that would change the decision within the twelve-month period following the decision.
- (2)
 - (a) A Member who voted with the prevailing side on a matter may make a Motion to reconsider the matter originally decided at the same Meeting, or at a subsequent Meeting at which the matter is to be reconsidered.
 - (b) A Motion to reconsider made under clause (a) of Subsection 32(2) requires the consent of the Board on a two-thirds vote of the Members present to pass. Only the Board, and not a Committee, can vote on this matter.
- (3) A Motion to reconsider a matter:
 - (a) is not debatable; and
 - (b) may not be amended.
- (4) If a Motion to reconsider a matter passes, all previous decisions on the matter remain in force, unless a majority of the Members present at the Meeting decides otherwise.

M. Votes

33. (1) (a) Members present must vote

Every Member present at a Meeting must vote on every matter put to a vote, except any Member who declares a conflict of interest and removes himself or herself from the vote.

(b) Not voting is a negative vote

The Secretary shall record as voting in the negative any Member present at a Meeting who does not vote, except a Member who has declared a conflict of interest.

(2) Majority vote required for Motion to pass

Unless this by-law specifies otherwise, a Motion passes when a majority of Members present vote for it.

(3) Motion fails with tied votes

A Motion does not pass if the same number of Members vote for it as vote against it.

(4) Recorded vote

- (a)** A Member may request a recorded vote on any matter and must make the request immediately before or after the vote is taken.
- (b)** If the request for a recorded vote is made immediately after the vote is taken, the first vote is nullified and a second, recorded vote must be held.
- (c)** When a Member requests a recorded vote the Secretary shall record the name and vote of every Member on the matter.

34. Separate votes

- (1)** If a matter under consideration contains distinct proposals, a Member may request that Members vote on each proposal separately.
- (2)** If the Chair agrees that the matter contains distinct proposals, the Chair shall rule that Members vote on each proposal separately.

35. Order of voting

Unless the Chair decides otherwise, when a vote is taken the order of the vote shall be as follows:

- (1)** Motion to Refer;
- (2)** Motion to Defer;
- (3)** Motion to Receive for Information;

- (4) Amendments in the reverse order of presentation, dealing with an amendment to an amendment immediately before the amendment it proposes to amend; and
- (5) Motion to adopt or Motion to adopt as amended, if any amendments have carried

N. Disclosures of Pecuniary Interest

36. Member's Duty to Disclose a Pecuniary Interest

- (1) Where a Member, either on his or her own behalf or while acting for, by, with or through another person, including the Member's Spouse, Parent or Child, has any pecuniary interest, direct or indirect, in any matter and is present at the Meeting at which the matter is the subject of consideration, the Member shall, in accordance with the *Municipal Conflict of Interest Act*:
 - (a) prior to any consideration of the matter at the Meeting, disclose the Member's interest and the general nature thereof;
 - (b) not take part in the discussion of, or vote on any question in respect to the matter; and
 - (c) not attempt in any way, whether before, during or after the meeting, to influence the voting on the matter.
- (2) Members shall provide a written statement of the interest and its general nature to the Secretary either at the Meeting in which the interest is disclosed or as soon as possible thereafter.
- (3) Where a Meeting is closed, in addition to complying with the requirements of the *Municipal Conflict of Interest Act*, the Member shall forthwith leave the Meeting or the part of the Meeting during which the matter is under consideration.
- (4) Where the interest of the Member has not been disclosed by reason of the Member's absence from a particular Meeting, the Member shall disclose the Member's interest and otherwise comply at the first Meeting of the Board or Committee, as the case may be, attended by the Member after the particular Meeting.
- (5) The Secretary shall record in reasonable detail the particulars of any disclosure of pecuniary interest made by a Member, and that record shall appear in the Minutes or Record of that Meeting.

- (6) The Secretary shall maintain a registry of statements filed under Subsection 36(2) and records made under Subsection 36(5) of this by-law which shall be available for public inspection.

O. Committees of the Board

37. (1) The Board may establish Committees, appoint Committee Members and assign duties to the Committees as it may desire, and the reports of all the Committees, unless otherwise decided by the Board shall be submitted to the Board for consideration at its next Meeting, where feasible.
- (2) The Board, as soon as feasible, shall establish the Committees and designate the Chairs of the Committees. The Chair of each Committee must be a Member of the Board.

P. Minutes of Board Meetings

38. (1) **Secretary submits minutes to next regular Meeting**

The Secretary shall prepare the minutes of every Board Meeting for submission for confirmation or approval as amended, at the next Meeting of the Board, or as soon as is reasonably feasible, and after the Meeting adopts the minutes, the Chair shall sign them.

(2) **Publication of the Draft Minutes and Sending of Correspondence**

The Secretary may post the draft minutes on the Board's website as soon as possible after the Meeting and may prepare and send correspondence based on the draft minutes.

39. **Security of Records of Board and Committee Proceedings**

The Secretary shall maintain the records of the Board and Committee proceedings in a safe and convenient place connected with the Secretary's office.

Q. Waiving of By-law Provisions

40. **Waiver of rules**

- (1) Subject to Subsection 40(2), a Motion to waive, or not to follow a rule of procedure established by this by-law on a one-time basis requires a two-thirds vote of the Members present.

Rules that cannot be waived

- (2)** The Board cannot waive the following rules:
 - (a)** Meetings open to the public and closed meetings (Section 12);
 - (b)** Quorum necessary for the Board and Committee Meetings (Section 17);
 - (c)** Reconsidering decisions (Section 32);
 - (d)** Two-thirds vote required to waive the rules (Section 40); and
 - (e)** Amending or repealing this by-law (Section 41).

R. Amendments to By-law

41. Two-thirds vote required

- (1)** A Motion to amend or repeal this by-law requires a two-thirds vote of the Members present to carry.

Notice to be given at previous Board Meeting

- (2)** The Board shall only consider amendments or repeal of this by-law at a Meeting if notice of the proposed amendment or repeal was given at a previous regular Meeting.

S. Effective Date

42. This by-law shall come into force on 2020.

Enacted and passed on 2020.

Chair

Secretary



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: Appointment of Integrity Commissioner and Closed Meeting Investigator
Report: 20-003

1. RECOMMENDATIONS

It is recommended that at its initial meeting on May 19, 2020 ONE JIB appoint Aird & Berlis LLP to provide Integrity Commissioner and Closed Meeting Investigator services for a period of one year and that ONE JIB execute the Services Agreement with Aird & Berlis LLP.

A copy of the Services Agreement with Aird & Berlis LLP is attached.

2. SUMMARY

(a) Services Agreement is between ONE JIB and Aird & Berlis LLP

As a municipal services board under the *Municipal Act, 2001* (Municipal Act) ONE JIB is required to have an Integrity Commissioner and Closed Meeting Investigator. The Services Agreement meets these requirements. ONE Investment is not subject to these Municipal Act requirements and is therefore not a party to the Services Agreement.

3. BACKGROUND

(a) Municipal Act Requires Appointment of an Integrity Commissioner and that there be a Code of Conduct in place.

All Ontario municipalities are required to have both an Integrity Commissioner and a Code of Conduct in place. As a local board ONE JIB is required to have an Integrity Commissioner and a Code of Conduct in place as well. The municipalities which established ONE JIB, also known as the Founding Municipalities, have approved the appointment of Aird & Berlis as the Integrity Commissioner and established the Code of Conduct, for ONE JIB. The Code of Conduct was drafted based on provisions and best practices in other municipal Codes of Conduct. The Integrity Commissioner will be required to work with the Code of Conduct that has been established by the Founding Municipalities. The Code of Conduct is dealt with in more detail in a separate report.

The Integrity Commissioner will be responsible for investigating complaints and determining whether a member of ONE JIB has contravened the Code of Conduct or the *Municipal Conflict of Interest Act* and shall report to ONE JIB.

(b) Municipal Act, Requires Appointment of a Closed Meeting Investigator.

Under the Municipal Act ONE JIB is also required to have a Closed Meeting Investigator. The Founding Municipalities have approved the appointment of Aird & Berlis as the Closed Meeting Investigator for ONE JIB.

The Closed Meeting Investigator will investigate any allegations that ONE JIB inappropriately closed all or part of a meeting that should have been open to the public and shall provide an annual report to ONE JIB's Secretary.

The Municipal Act requires municipalities to appoint an Integrity Commissioner and a Closed Meeting Investigator and establish a Code of Conduct for their local boards. Accordingly, in advance of the first meeting of ONE JIB the Founding Municipalities directed ONE Investment to undertake an RFP process to obtain the services of an Integrity Commissioner and a Closed Meeting Investigator for ONE JIB. ONE Investment issued the RFPs and made a recommendation to the Founding Municipalities for the Integrity Commissioner and the Closed Meeting Investigator which was accepted for a one-year term.

Pursuant to the Authorizing By-law that has been passed by each Founding Municipality, the Code of Conduct for ONE JIB has been established. ONE JIB is authorized to make future changes to the Code of Conduct. The authority to appoint the initial Integrity Commissioner and Closed Meeting Investigator and their respective successors was delegated to ONE JIB.

The RFP requirements are reflected in the Services Agreement.

4. ANALYSIS

(a) Integrity Commissioner Services

After its appointment, Aird & Berlis LLP will provide the Integrity Commissioner Services which will include the following:

- Providing advice to members of ONE JIB respecting their obligations under the Code of Conduct ;

- Providing advice to members of ONE JIB on their obligations under a procedure, rule or policy of ONE JIB, governing their ethical behavior;
- Providing advice to members of ONE JIB respecting their obligations under the *Municipal Conflict of Interest Act*;
- Establishing a complaint-handling procedure that will include complaint resolution steps, advice and timing expectations for completing investigations;
- Providing educational information to members of ONE JIB about its Code of Conduct and the *Municipal Conflict of Interest Act*;
- Reporting to ONE JIB annually on the Integrity Commissioner's activities;
- Investigating complaints and advising whether a member of ONE JIB has contravened the provisions of the Code of Conduct or the *Municipal Conflict of Interest Act*; and
- Recommending appropriate remedies.

(b) Closed Meeting Investigator Services.

After its appointment Aird & Berlis LLP will provide Closed Meeting Investigator services including:

- Receiving complaints and conducting investigations, as required, pursuant to Sections 239, 239.1 and 239.2 of the Municipal Act, in respect of any meeting or part of a meeting of ONE JIB that was closed to the public, to determine compliance with the Act and/or ONE JIB's Procedure By-law;
- Establishing a complaint handling procedure;
- Reporting to ONE JIB on the results of such investigations, including the dismissal of a complaint without an investigation (e.g. frivolous, vexatious or insufficient evidence) as well as providing recommendations for improvements to processes;
- Conducting an investigation or determining not to undertake an investigation in a manner that demonstrates the importance of her/his independence and impartiality, the confidentiality of her/his activities, and the Closed Meeting Investigator's credibility as it relates to the complaint and her/his investigative process;

- Commencing investigative services within 3 days of receiving a complaint and ensuring the complaint includes accurate and concise documentation.
- Establishing a protocol to ensure ONE JIB's Secretary has access to up-to-date information on investigations; and
- Maintaining the integrity of the process .

(c) Lead Partner at Aird & Berlis LLP for both Integrity Commissioner and Closed Meeting Investigator Services

John Mascarin, Partner, will be the lead for both services provided to ONE JIB. Mr. Mascarin is a member of the Municipal and Land Use Planning Group of Aird & Berlis LLP. He practises in the areas of local government and municipal law, development, land use and planning law, and building and construction regulation. Mr. Mascarin provides advice, counsel and representation to both private and public sector clients on all matters relating to municipal law as well as land use planning and development matters, including development charges, building regulatory matters and various contractual arrangements. Aird & Berlis LLP will be taking a team approach to providing Integrity Commissioner and Closed Meeting Investigator services in part to keep costs as low as possible for ONE JIB, but also to ensure access to a full range of skills and knowledge. A copy of biographies for the Aird & Berlis LLP team that will be servicing ONE JIB is attached.

14642083.3

SERVICES AGREEMENT

DATED as of this 19th day of May, 2020

B E T W E E N :

ONE JOINT INVESTMENT BOARD (“ONE JIB”)

OF THE FIRST PART

-and-

AIRD & BERLIS LLP (“Aird Berlis”)

OF THE SECOND PART

(each a “Party” and together the “Parties”)

RECITALS:

A. WHEREAS effective January 1, 2008, section 239.1 of the *Municipal Act, 2001*, as amended (the “**Act**”), permits a person to request an investigation of whether a municipality or local board has complied with section 239 of the Act and/or a procedure by-law enacted pursuant to subsection 238 (2) of the Act in respect of a meeting or part of a meeting that was closed to the public; and

B. WHEREAS an investigation requested pursuant to section 239.1 of the Act with respect to a local board must be undertaken by an investigator (the “**Investigator**”) appointed in accordance with section 239.2 of the Act by the municipality that established the local board or by the Ombudsman appointed pursuant to the *Ombudsman Act* (the “**Ombudsman**”) if the municipality has not appointed an investigator under the Act; and

C. WHEREAS ONE JIB is a local board established under the Act by The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby pursuant to an Initial Formation Agreement made as of May 19, 2020 (the “**Founding Municipalities**”), and as such constitutes a local board for each of the Founding Municipalities; and

D. WHEREAS each of the Founding Municipalities has passed a by-law (the “**Authorizing By-law**”) authorizing the entering into of the ONE Joint Investment Board Agreement (the “**ONE JIB Agreement**”) with ONE JIB pursuant to which ONE JIB has agreed that it will manage and control certain money and investments of the Founding Municipalities that they do not require immediately and of other Ontario municipalities that may subsequently enter into the ONE JIB Agreement; and

E. WHEREAS under the Authorizing By-laws the Founding Municipalities have delegated to ONE JIB their authority to appoint an Investigator for ONE JIB and the other Ontario municipalities that subsequently enter into the ONE JIB Agreement will also delegate to ONE JIB their authority to appoint an Investigator for ONE JIB; and

F. WHEREAS effective March 1, 2019 section 223.2 of the Act requires a municipality to establish codes of conduct for its members of council and of its local boards; and

G. WHEREAS effective March 1, 2019 section 223.3 of the Act requires a municipality to appoint an integrity commissioner (the “**Integrity Commissioner**”) responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of its codes of conduct and other matters set forth in section 223.3 of the Act with respect to both the municipality and its local boards or to make appropriate arrangements to have the required responsibilities provided by the Integrity Commissioner of another municipality; and

H. WHEREAS pursuant to the ONE JIB Agreement the Founding Municipalities have established a code of conduct for ONE JIB and pursuant to the Authorizing By-laws the Founding Municipalities have delegated to ONE JIB their authority to appoint an Integrity Commissioner for ONE JIB and other Ontario municipalities that subsequently enter into the ONE JIB Agreement will also thereby establish a code of conduct for ONE JIB and delegate to ONE JIB their authority to appoint an Integrity Commissioner for ONE JIB; and

I. WHEREAS ONE JIB wishes to retain Aird Berlis to act as its Investigator and Integrity Commissioner and to perform the functions and duties thereof through the use of appropriately qualified and trained individuals (each a “**Review Officer**”) on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 APPOINTMENT

1.1 ONE JIB hereby retains Aird Berlis to act as its Investigator and to perform the functions and duties thereof in accordance with section 239.2 of the Act, including incidental and ancillary services related to closed meeting matters (the “**Investigatory Services**”).

1.2 ONE JIB hereby retains Aird Berlis to act as its Integrity Commissioner and to perform the functions and duties thereof in accordance with section 223.3 of the Act (the “**Integrity Commissioner Services**”).

ARTICLE 2 AIRD BERLIS OBLIGATIONS

2.1 During the term of this Agreement (as defined in paragraph 12.1 below), Aird Berlis shall maintain a panel of at least five (5) Review Officers who shall be members of Aird Berlis. Upon receipt of a request from ONE JIB for Investigatory Services or Integrity Commissioner Services Aird Berlis shall assign a Review Officer to provide the requested services provided that Aird Berlis shall not have a conflict in doing so.

2.2 Aird Berlis shall ensure that all Review Officers will have relevant experience in and knowledge of the proceedings of municipal governments.

2.3 Upon request by ONE JIB Aird Berlis shall provide it with a list of the then current Review Officers together with information with respect to their education and experience.

2.4 Aird Berlis shall report in writing to ONE JIB on the status of all ongoing Investigatory Services and Integrity Commissioner Services on a quarterly basis or as otherwise agreed to with ONE JIB.

2.5 Aird Berlis shall invoice ONE JIB for completed Investigatory Services and Integrity Commissioner Services. The invoices shall include the hours spent, and the hourly rates charged, by the Review Officers and any other personnel involved in the provision of the services together with detailed descriptions of the services provided.

2.6 Aird Berlis shall advise ONE JIB forthwith of all media inquiries received related to any services provided under this Agreement and shall not make any comments thereon to the media without prior authorization from ONE JIB.

2.7 At the request of ONE JIB Aird Berlis shall work with ONE JIB in the preparation of at least one (1) educational resource for ONE JIB each calendar year. An educational resource could be a written publication or a presentation to ONE JIB. The topic of each such educational resource shall be jointly determined by ONE JIB and Aird Berlis, and the content shall be developed by Aird Berlis. The Parties agree to scope out limits of the resource in advance of the undertaking.

2.8 Aird Berlis shall perform its obligations herein using suitably qualified and experienced personnel in a professional, diligent and timely manner and in the best interest of ONE JIB.

2.9 Aird Berlis shall, at its sole expense, obtain and maintain during the term of this Agreement all permits, licenses and approvals required by applicable law to perform its duties and obligations under this Agreement and, upon request by LAS, shall provide LAS with proof thereof.

ARTICLE 3 ONE JIB OBLIGATIONS

3.1 ONE JIB acknowledges that certain actions must be taken, and certain documents and other relevant information must be provided by ONE JIB to Aird Berlis, in order for Aird Berlis to perform its obligations herein. ONE JIB agrees to take such actions and provide such documents in a timely manner to the best of its ability.

ARTICLE 4 REPORTS

4.1 Aird Berlis agrees that, for purposes of quality assurance, each Review Officer's report shall be peer reviewed before it is released by Aird Berlis in final form to ONE JIB.

ARTICLE 5 FEES

5.1 Aird Berlis shall charge ONE JIB for the Investigatory Services and Integrity Commissioner Services according to the fee schedule attached hereto as Schedule "A".

ARTICLE 6 CREATION AND MAINTENANCE OF WEBSITE

6.1 Aird Berlis shall maintain a password protected website for ONE JIB. The website shall, among other matters, provide profiles of the panel of Review Officers, as well as information for ONE JIB on closed meeting procedures. Aird Berlis shall also maintain a compendium of reports made by it regarding the Investigatory Services and Integrity Commissioner Services on the public access portion of the website.

ARTICLE 7 PERFORMANCE STANDARD APPLICABLE TO INVESTIGATORY SERVICES AND INTEGRITY COMMISSIONER SERVICES

7.1 Aird Berlis shall provide a consistent standard of timeliness with respect to all Investigatory Services and Integrity Commissioner Services provided under this Agreement. In typical investigations the following performance standard will be followed. If it is apparent to Aird Berlis at any point in time that an investigation is not typical, it shall advise ONE JIB that the following performance standard may not apply. Aird Berlis shall provide ONE JIB with monthly updates as to the status of all non-typical investigations.

Step	Timeline
Receive and acknowledge investigation request	Within 1 business day of receiving the investigation request
Review request, assign Review Officer, plan and advise ONE JIB	Within 3 business days of receiving complete record of investigation request
Initial interviews and produce draft report	Interviews conducted within 30 days of assigning a Review Officer Draft report within 20 days of final interviews
Review draft report	Within 5 business days of last interview
Peer review of draft report	Within 3 business days of draft report being circulated

Step	Timeline
Deliver final Report	Within 5 days of receipt of comments on the draft report emanating from the peer review
Invoice ONE JIB	Invoicing will be on a monthly basis as time for services is incurred

The Parties agree that the addition of clause 239 (3) (b) of the Act may increase investigation time in respect of Investigatory Services by up to six (6) weeks in circumstances when ONE JIB holds a closed meeting as a result of an ongoing investigation by the Ombudsman or Aird Berlis. ONE JIB may request a meeting of the Parties if it is apparent to ONE JIB that the performance standard is not being adhered to.

ARTICLE 8 CONFIDENTIALITY

8.1 The Parties agree not to disclose any confidential information related to the Investigatory Services and Integrity Commissioner Services to any person (other than a Party's legal counsel, accountants or other advisors who have a need to know such information and have agreed to keep such terms confidential) except information as agreed to by the Parties or to comply with any applicable law. Either Party shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this confidentiality obligation.

ARTICLE 9 REVIEW OF SERVICES

9.1 On a semi-annual basis, both Parties agree to review the management of the Investigatory Services and Integrity Commissioner Services including any issues that would improve the operation and communication of the Parties with regard to such services.

ARTICLE 10 BOOKS AND RECORDS

10.1 Each Party shall keep complete and accurate books and records and all other information required by either Party for the proper administration of this Agreement. All such books, records and information shall be maintained for a period of five (5) years after the termination of this Agreement or for such longer period as required by applicable law.

ARTICLE 11 AUDIT

11.1 ONE JIB shall have the right to audit the performance of Aird Berlis to ensure that Aird Berlis is in compliance with the terms and conditions of this Agreement and all applicable law. In accordance with this right, Aird Berlis shall provide to ONE JIB and its auditors and professional advisors, upon prior reasonable notice, access to any systems, books,

records or other information retained by Aird Berlis as may be reasonably required by ONE JIB or its advisors to audit:

- (i) the accuracy of an invoice or any charge or computation made thereunder;
- (ii) the overall fairness, accuracy and reliability of the financial data provided by Aird Berlis;
- (iii) the adequacy and effectiveness of existing controls for the management of risk; or to otherwise confirm and verify compliance by Aird Berlis with the terms of this Agreement and applicable law; and
- (iv) provide to ONE JIB and such auditors and advisors any assistance they may reasonably require in connection with such audits.

ARTICLE 12 TERM

12.1 This Agreement shall be in force for a term of one (1) year commencing on May 19, 2020 and expiring on May 18, 2021 (the “**Term**”). This Agreement may be terminated by Aird & Berlis at any time prior to the expiration thereof upon one hundred eighty (180) days prior written notice, provided that any investigations commenced by Aird Berlis prior to the effective termination date shall be completed pursuant to this Agreement. In the event that Aird Berlis fails to fulfill any of its obligations hereunder, ONE JIB shall be entitled to terminate this Agreement forthwith.

ARTICLE 13 INDEMNIFICATION

13.1 With respect to the Investigatory Services, Aird Berlis shall indemnify and hold harmless ONE JIB from and against any and all liabilities, costs, charges, claims, demands, losses, damages, fines, penalties and expenses including, without limiting the generality of the foregoing, any amount paid to settle an action, suit, or proceeding or to satisfy a judgment as well as the reasonable associated legal fees and disbursements on a full indemnity basis (together with all applicable taxes) which ONE JIB may be liable to pay, or may incur, of every nature and kind whatsoever as may arise in connection with this Agreement and the performance or non-performance by Aird Berlis of its obligations under this Agreement; provided, however, that Aird Berlis shall not be liable to indemnify ONE JIB if the liability was sustained as a result of ONE JIB’s own fraud, negligence, willful default or breach of this Agreement.

13.2 ONE JIB shall indemnify and hold harmless Aird Berlis from and against any and all liabilities, costs, charges, claims, demands, losses, damages, fines, penalties and expenses, including without limiting the generality of the foregoing, any amount paid to settle an action, suit, or proceeding or to satisfy a judgment as well as the reasonable associated legal fees and disbursements on a full indemnity basis (together with all applicable taxes) which Aird Berlis may be liable to pay, or may incur, of every nature and kind whatsoever as may arise in connection with this Agreement as a result of the performance or non-performance by ONE JIB of its obligations under this Agreement; provided, however, that ONE JIB shall not be liable to

indemnify Aird Berlis if the liability was sustained as a result of Aird Berlis' own fraud, negligence, willful default or breach of this Agreement.

13.3 Without limiting the application of paragraph 13.2, ONE JIB acknowledges and agrees that, with respect of the Integrity Commissioner Services, Aird Berlis has a statutory indemnity under subsections 223.3(6) and (7) and subsection 448(1) of the *Municipal Act, 2001*.

ARTICLE 14 INSURANCE

14.1 Aird Berlis shall, during and throughout the Term of this Agreement, at its sole cost and expense, take out and keep in full force and effect and in the name of ONE JIB, comprehensive general liability insurance of not less than Two Million Dollars (\$2,000,000) per occurrence and any other insurance in the form and amount as ONE JIB, acting reasonably, may require from time to time, covering such insurance risks against which a prudent person would insure. Aird Berlis shall ensure that ONE JIB is, at all times, in possession of certificates of such insurance policies executed by the underwriting insurance company that are in good standing and in compliance with the obligations of Aird Berlis hereunder.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively the “**Dispute**”) shall be settled in accordance with the procedure set forth in this Article.

15.2 The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.

15.3 If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

ARTICLE 16 MISCELLANEOUS

16.1 All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

16.2 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, email or facsimile transmission to the recipient at the addresses and numbers set out below.

(a) To ONE JIB:

200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191
Email Address: dkelly@oneinvestment.ca

Attention: Denis Kelly
Secretary

(b) To Aird & Berlis LLP:

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario M5M 2T9

Facsimile Number: 416.863.1515
Email Address: jmascarin@airdberlis.com

Attention: John Mascarin

Any such notice or other communication shall be deemed to have been given and received, if delivered by hand, facsimile or email, on the date of delivery (or, if the day is not a Business Day, on the next following Business Day) and, if mailed, on the second Business Day following the day on which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of giving any such notice or other communication it shall be delivered by hand, facsimile or email and not by mail. Either Party may at any time by notice in writing to the other change the address for service of notice on it.

16.3 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In respect of any provision so determined to be unenforceable or invalid, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by law and in accordance with the intent of this Agreement.

16.4 This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.

16.5 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the Parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing

and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

16.6 Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that the other Party may reasonably require.

16.7 Time shall be of the essence of this Agreement.

16.8 The execution of this Agreement and any other arrangements with respect to the provision of the Investigatory Services or Integrity Commissioner Services referred to in this Agreement are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, corporation or joint stock company. Aird Berlis shall perform its obligations under this Agreement as an independent contractor and shall not be deemed to be a trustee for any person, whether or not a Party to this Agreement, in connection with the discharge by Aird Berlis of such obligations.

16.9 Neither Party may assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the other Party..

16.10 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

16.11 This Agreement may be executed by the Parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.

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Aird Berlis and ONE JIB have respectively executed and delivered this Agreement as of the date first set out above.

ONE JOINT INVESTMENT BOARD

Per: _____
Name:
Title: Chair

Per: _____
Name: Denis Kelly
Title: Secretary

We have authority to bind the board

AIRD & BERLIS LLP

Per: _____
Name: John Mascarin
Title: Partner

I have authority to bind the firm

Private Attachment - Lawyers' Fees

1.2 Qualifications and Experience of Key Individuals



John Mascarin
Partner *

Admitted to the Ontario Bar: 1989

jmascarin@airdberlis.com
 416.865.7721

** Practising as a professional corporation*

John is widely regarded as a leader in municipal, planning and local government law. He is a prolific author, editor and speaker, and is often called upon by the media to comment on current issues. His vast experience and depth of knowledge enables him to solve municipal law and governance issues, while identifying impending challenges. John represents his clients with vigour, integrity and passion.

John is a member of the Municipal and Land Use Planning Group. He practises in the areas of local government and municipal law, development, land use and planning law, and building and construction regulation. John provides advice, counsel and representation to both private and public sector clients on all matters relating to municipal law as well as land use planning and development matters, including development charges, building regulatory matters and various contractual arrangements.

He also appears regularly before municipal councils, committees, public authorities and boards, administrative tribunals (particularly the Local Planning Appeal Tribunal, formerly the Ontario Municipal Board) and the Ontario Courts. An acknowledged expert on the *Municipal Act, 2001* and on matters pertaining to municipal powers, authorities and jurisdiction, clients often seek out John for his opinions, advisement and representation and comments with respect to municipal law.

John is an Adjunct Professor at Osgoode Hall Law School where he teaches courses in both the JD & LL.M. programs. John serves as Integrity Commissioner for a large number of Ontario municipalities.

Awards & Recognition

Certified Specialist in Municipal Law: Local Government and Land Use Planning and Development by the Law Society of Ontario.

Recognized in *The Best Lawyers in Canada* in the fields of Municipal Law and Real Estate Law and named the Best Lawyers' 2016 Municipal Law "Lawyer of the Year" for Toronto.

Appears in *The Canadian Legal Lexpert Directory* as a leading practitioner in the area of Property Development.

IMLA President's Award for Most Outstanding Associate Member (2011).

Lifetime Honourary Membership – Canadian Association of Certified Planning Technicians (2009).

Professional Involvement

Books

A Comprehensive Guide to the City of Toronto Act (with Leo Longo)
Annotated Ontario Building Code Act (with Jeffrey Levitt)
Annotated Land Development Agreements (with Paul De Francesca)
Ontario Municipal Act and Commentary (with Christopher Williams)
Annotated Municipal Act (2nd Edition) (with Stephen Auerback)

Editorial

Editor-in-Chief, *Municipal & Planning Law Report* (1995-present)
 Editor-in-Chief, *The Digest of Municipal & Planning Law* (1990-present)
 Co-Editor-in-Chief, *Real Property Reports* (1992-present)
 Former Editor, *Digest of Real Property Law* (1991-1993)

Contributor

*Halsbury's Laws of Canada – Municipal
 Ontario Planning Act and Commentary
 Ontario Land Development: Legislation and Practice
 Canadian Commercial Real Estate Manual
 Practice and Procedure Before Administrative Tribunals
 Canadian Abridgment (Municipal Law & Real Property Titles)*

John's numerous articles, commentaries and papers have been extensively published and he is a frequent speaker at professional, industry and continuing legal education conferences.

Memberships

Canadian/Ontario Bar Association (Past Chair, Municipal Law Section)
 Canadian Association of Certified Planning Technicians
 International Municipal Lawyers Association (Associate Member)

Teaching Engagements

Adjunct Professor (2008-2019) – “Land Use Planning Law”
 York University – Faculty of Environmental Studies – MES Program
 Osgoode Hall Law School – JD Program
 Adjunct Professor (2014, 2016, 2017 and 2019) – “Municipal Law”
 Osgoode Hall Law School – JD Program
 Course Director (2006, 2011 and 2015) – “Municipalities in a Legal & Policy Context”
 Osgoode Hall Law School – LLM in Municipal Law
 Course Director (2012) – “Ethics and Municipalities”
 Osgoode Hall Law School – LLM in Municipal Law
 Course Director (2010) – “Land Use Regulations & Property Development”
 Osgoode Hall Law School – LLM in Real Property Law

Education

LLB, Osgoode Hall Law School, 1987
 MA, University of Toronto, 1984
 BA, University of Toronto, 1983



Meghan A. Cowan

Partner

Admitted to the Ontario Bar: 2013

mcowan@airdberlis.com

416.865.4722

Meghan is a member of the firm's Litigation & Dispute Resolution Group, Labour & Employment Group and Privacy & Data Security Group. She works very closely with the firm's Municipal & Land Use Planning Group and often advises and litigates on municipal issues and matters. She advises on a variety of litigation matters, with a focus on privacy and labour and employment law, including wrongful dismissal litigation, human rights and labour relations, municipal code of conduct and ethical investigations.

Meghan assists clients with their litigation issues by thoroughly examining all aspects of a case and delivering practical solutions. Meghan is a critical thinker and a strong advocate. She frequently writes and speaks on a variety of labour, employment, freedom of information and privacy topics.

Meghan has appeared before several tribunals and courts, including the Ontario Superior Court of Justice, the Ontario Small Claims Court, the Court of Appeal for Ontario, and the Human Rights Tribunal of Ontario.

Professional Involvement - Memberships

Canadian/Ontario Bar Association

The Advocates' Society

Canadian Association of Counsel to Employers

Selected Speaking Engagements

"Employment Matters Affecting Startups," Queen's Innovation Centre Summer Initiative, June 2018.

"Avoiding a Privacy Breach: How to Train Employees and Contractors," Aird & Berlis LLP *Privacy Webinar*, October 2017.

"Dealing with the Difficult Employee," Aird & Berlis *Labour & Employment Webinar*, April 2017.

"Emerging Issues in Human Rights: Family Status and Transgender Accommodation in Employment," Aird & Berlis LLP *Labour & Employment Webinar*, February 2017.

"A Year in Review: Top Issues in Employment Law," Aird & Berlis LLP *Labour & Employment Webinar*, January 2017.

"Pay Equity and Women's Economic Empowerment," Aird & Berlis LLP *Women in Business Webinar*, November 2016.

"Tough Questions, Difficult Answers and Head Scratchers: A&B Workplace Law Lawyers Answer Your Questions," Aird & Berlis LLP *Labour & Employment Webinar*, October 2016.

"The Employment Contract: From Marriage to Divorce," Aird & Berlis LLP *Labour & Employment Webinar*, September 2016.

"Canada's Anti-Spam Legislation (CASL) – Updates Since September 2015," Aird & Berlis LLP *Technology Webinar*, September 2016.

"Changing Demographics in the Workplace: How To Manage And Thrive," Aird & Berlis LLP *Labour & Employment Webinar*, May 2016.

"How Workplace Health, Safety and Privacy Clash and Converge," Aird & Berlis LLP *Labour & Employment Webinar*, March 2016.

"Medical Marijuana in the Workplace," Aird & Berlis LLP *Labour & Employment Webinar*, February 2016.

"Top Issues In Employment Law," Aird & Berlis LLP *Labour & Employment Webinar*, January 2016.

"Issues in Accommodation," Aird & Berlis LLP *Labour & Employment Webinar*, October 2015.

"Workplace Law Update: What to Watch out For," Aird & Berlis LLP *Labour & Employment Webinar*, September 2015.

"Canada's Anti-Spam Legislation – Updates Since July 1, 2014," Aird & Berlis LLP *Technology Webinar*, September 2015.

"Social Media in the Workplace: The Evolution of New Rules and Practices," Aird & Berlis LLP *Labour & Employment Webinar*, March 2015.

"Attendance Management and Control: An Employer's Guide," Aird & Berlis LLP *Labour & Employment Webinar*, January 2015.

Selected Publications

"Important Changes to Employers' Obligations Regarding Violence and Harassment in the Workplace," co-authored with Cynthia Sefton, Aird & Berlis LLP *Workplace Law Bulletin*, December 2015.

"Employment Update: Termination Provisions and the Definition of Severance," Aird & Berlis LLP *Workplace Law Bulletin*, June 2015.

"Recent Developments in the Law of Constructive Dismissal: The Supreme Court of Canada's Decision in *Potter v. New Brunswick Legal Aid Services Commission*," Aird & Berlis LLP *Workplace Law Bulletin*, April 2015.

Education

JD, (cum laude), University of Ottawa, 2012

MA, (International Affairs), Carleton University, 2012

BA, (First Class Honours), University of King's College and Dalhousie University, 2007



Laura Dean

Associate

Admitted to the Ontario Bar: 2015

ldean@airdberlis.com

416.865.7706

Laura thoroughly understands the environment in which her clients operate and offers advice that suits the broader context. Her experience working as a senior policy advisor in the Ontario provincial government contributes to her ability to identify and resolve issues. Laura is an effective mediator with a calm, articulate demeanor.

As a member of the firm's Municipal & Land Use Planning Group and Expropriation Law Group, Laura provides advice and representation to both private and public sector clients on land use planning matters, municipal governance and accountability regimes, and the development and implementation of a wide array of municipal by-laws and policies. Laura has done extensive work in the municipal accountability area, having provided training and education sessions for councils, written advice to members, investigated code of conduct complaints and assisted on court applications under the *Municipal Conflict of Interest Act*. Laura has extensive knowledge and experience handling requests and appeals and making representations before the Information and Privacy Commissioner of Ontario pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.

Before beginning her legal practice, Laura worked as a Senior Policy Advisor in the Housing Policy Branch of the Ontario Ministry of Municipal Affairs and Housing. In this capacity, Laura provided advanced policy analysis, research and business planning in support of strategic housing policy initiatives and legislation. Laura also worked as a Policy Advisor with the Ontario government's Climate Change Secretariat where she was responsible for monitoring and reporting on provincial greenhouse gas emissions targets, conducting research and providing advice on the green economy.

Laura joined Aird & Berlis as an associate in 2015, after summering and articling at the firm.

Awards & Recognition

Named the "Ward Advocacy Volunteer of the Year" from Cycle Toronto

Professional Involvement - Memberships

Ontario Expropriation Association

Selected Speaking Engagements

"Modernizing Municipal Accountability: The Bill 68 Amendments," International Municipal Lawyers Association in Canada, May 18, 2017.

"Accountability and Transparency: Emerging Issues," AMCTO 2016 Municipal Clerks' Forum: *Effective Citizen Engagement in a Changing World*, April 6, 2016.

"Releasing Councillors' Personal Records – Has the IPC Opened Pandora's Box?" Aird & Berlis LLP Municipal Webinar, March 2016.

Selected Publications

"Modernizing Ontario's Municipal Accountability Regime," Co-authored with John Mascarin, *The Digest of Municipal & Planning Law*, July 2017.

"Municipal Codes of Conduct, Integrity Commissioners and the Investigative Process," Co-authored with John Mascarin, *The Digest of Municipal & Planning Law*, November 2016.

"Councillor Records and Disclosure – Same Old Analysis, Different Result," Co-authored with John Mascarin, *The Digest of Municipal & Planning Law*, June 2016.

"Ontario Releases Proposed Revisions to Four Land Use Plans Affecting the Greater Golden Horseshoe," Aird and Berlis LLP *Municipal and Planning Law Bulletin*, May 2016.

"IPC Orders the Release of Email Sent From City Councillor's Personal Account," Co-authored with John Mascarin and Jody Johnson, Aird and Berlis LLP *Municipal and Planning Law Bulletin*, February 2016.

"Bill 8 Or: How Municipalities Learned to Stop Worrying About Oversight and Love the Ombudsman," Co-Authored with John Mascarin, *The Six-Minute Municipal Lawyer 2015*, Law Society of Upper Canada, May 2015.

"Municipal Regulation of Renewable Energy Projects: Tilting at Windmills no More?," Co-Authored with Piper Morley, *The Digest of Municipal & Planning Law*, July 2013.

Education

JD, University of Windsor, 2014

M.Sc. (with distinction), Urbanization & Development, London School of Economics, 2008

BA (Hons.), McGill University, 2007



Meaghan Barrett

Associate

Admitted to the Ontario Bar: 2016

mbarrett@airdberlis.com

416.865.3064

Meaghan's passion for municipal and planning law and her ability to solve complex problems mark her as an up-and-comer in the municipal planning group. Meaghan has a strong policy background and research skills, which make her a valuable addition to a client team.

As a member of the firm's Municipal & Land Use Planning Group and Expropriation Law Group, Meaghan provides advice and representation to both private and public sector clients.

On the municipal side, Meaghan assists with various municipal accountability matters, including drafting codes of conduct and complaint procedures, and multiple investigations and reporting on code of conduct complaints. She also provides expert advice to clients regarding all aspects of the *Municipal Freedom of Information and Protection of Privacy Act* and the *Municipal Conflict of Interest Act*.

Meaghan represents a range of clients in her land use planning law practice, assisting owners, developers and applicants in obtaining a wide array of development and land use approvals. Meaghan is particularly interested in matters relating to the *Ontario Heritage Act* and other heritage protection and conservation issues.

Professional Involvement - Memberships

Ontario Expropriation Association

Urban Land Institute

Selected Speaking Engagements

"Planning for Change – Ontario's New Municipal Accountability Frontier," Ontario Small Urban Municipalities, May 4, 2018.

"A Primer on Codes of Conduct and Municipal Conflicts of Interest," Ontario Association of Committees of Adjustment and Consent Authorities Fall Seminar, October 24, 2017.

Selected Publications

“Implementing Ontario’s Municipal Accountability Framework,” 8 *Digest of Municipal & Planning Law* (2d) (June 2018) No. 18, pp. 1-10.

“Getting Ready for Ontario’s New Municipal Accountability Regime,” *Six Minute Municipal Lawyer*, May 7, 2018.

“A New Frontier: Compliance Audit Committees and the New Changes to the *Municipal Elections Act*, 1996,” 7 *Digest of Municipal & Planning Law* (2d) (December 2016) No. 24, pp. 1-6.

“Municipal Authority, Cooperative Federalism and Snail Mail Delivery,” 8 *Digest of Municipal & Planning Law* (2d) (January 2017) No. 1, pp. 1-7.

Education

JD, University of Ottawa, 2015

BA (Hons.), University of Toronto, 2010

Programme Internationale, Institut d’Etudes Politiques (Sciences Po), 2008



Rebecca Hines

Associate

Admitted to the Ontario Bar: 2018

rhines@airdberlis.com

416.865.7757

Rebecca Hines is a member of the firm's Municipal & Land Use Planning Group. Rebecca joined Aird & Berlis as an associate after summering and articling at the firm.

With an interest in how local communities are shaped by municipal governance and land use planning and development, Rebecca advises clients on all aspects of municipal law with a particular emphasis on integrity matters. Equipped with a knowledge of municipal and land use planning legislation, Rebecca provides advice to clients regarding the *Building Code Act, 1992*, the *Expropriations Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Development Charges Act, 1997*. She takes a special interest in advocacy related to the interpretation and administration of social policy. Rebecca has a particular affinity for municipal governance issues particularly related to ethical issues pertaining to elected members. She has been involved in several code of conduct investigations and inquiries. She has conducted both closed meetings and ombudsman investigations and prepared reports. Rebecca has been legal counsel to and advised numerous compliance audit committees throughout the Province.

Selected Publications

"Divisional Court Confirms Expropriation Claimants Not Immune to Interest and Costs Consequences," Aird & Berlis LLP *Expropriation Law Bulletin*, May 16, 2019.

"Be Aidant and Remediate – Corrective and Remedial Measures for Code of Conduct Contraventions," co-author with John Mascarin, 9 *Digest of Municipal & Planning Law* (2d) (January 2019) No. 1, pp. 1-6.

"Electronic Participation at Council Meetings 101: Understanding the Implications of Bill 68," co-author with Jody Johnson, *Municipal World Magazine*, June 2018.

"Out on a Limb – The Law of Trees in Ontario," co-author with Sidonia Tomasella, 7 *Digest of Municipal & Planning Law* (2d) (August 2016) No. 20, pp. 1-5.

Education

JD, University of Windsor, 2017

BA (Hons.), Queen's University, 2012



Matthew Helfand

Associate

Admitted to the Ontario Bar: 2019

mhelfand@airdberlis.com

416.865.4624

Matthew provides comprehensive legal advice to both private and public sector clients. Drawing on his experience working within and alongside municipal government, he provides practical solutions to complex and challenging legal matters.

Matthew is a member of the Municipal & Land Use Planning Group. His practice focuses on municipal, land use planning and expropriation matters across Ontario.

Professional Activities

Director, Western Alumni

Education

JD, Western University, 2018

MA, Western University, 2014

BA, Western University, 2013

Other Team Members

Giorgina Chum is a licensed paralegal with the Law Society of Ontario who works with John Mascarin in the Municipal & Land Use Planning Group. Giorgina assists with all of our accountability engagements. With an eye for client service and strong attention to detail, Giorgina ensures administrative excellence throughout the course of our engagements and will assist in serving ONE JIB to a high standard.

Prior to joining Aird & Berlis, Giorgina worked as a law clerk for the Local Planning Appeal Tribunal. Her previous roles also include acting as a Legal Secretary for the Crown Law Office – Civil, Ministry of Attorney General and Court Clerk for the Ministry of Attorney General. Giorgina is fluent in written and spoken Cantonese and Mandarin.

Giorgina can be reached at gchum@airdberlis.com.

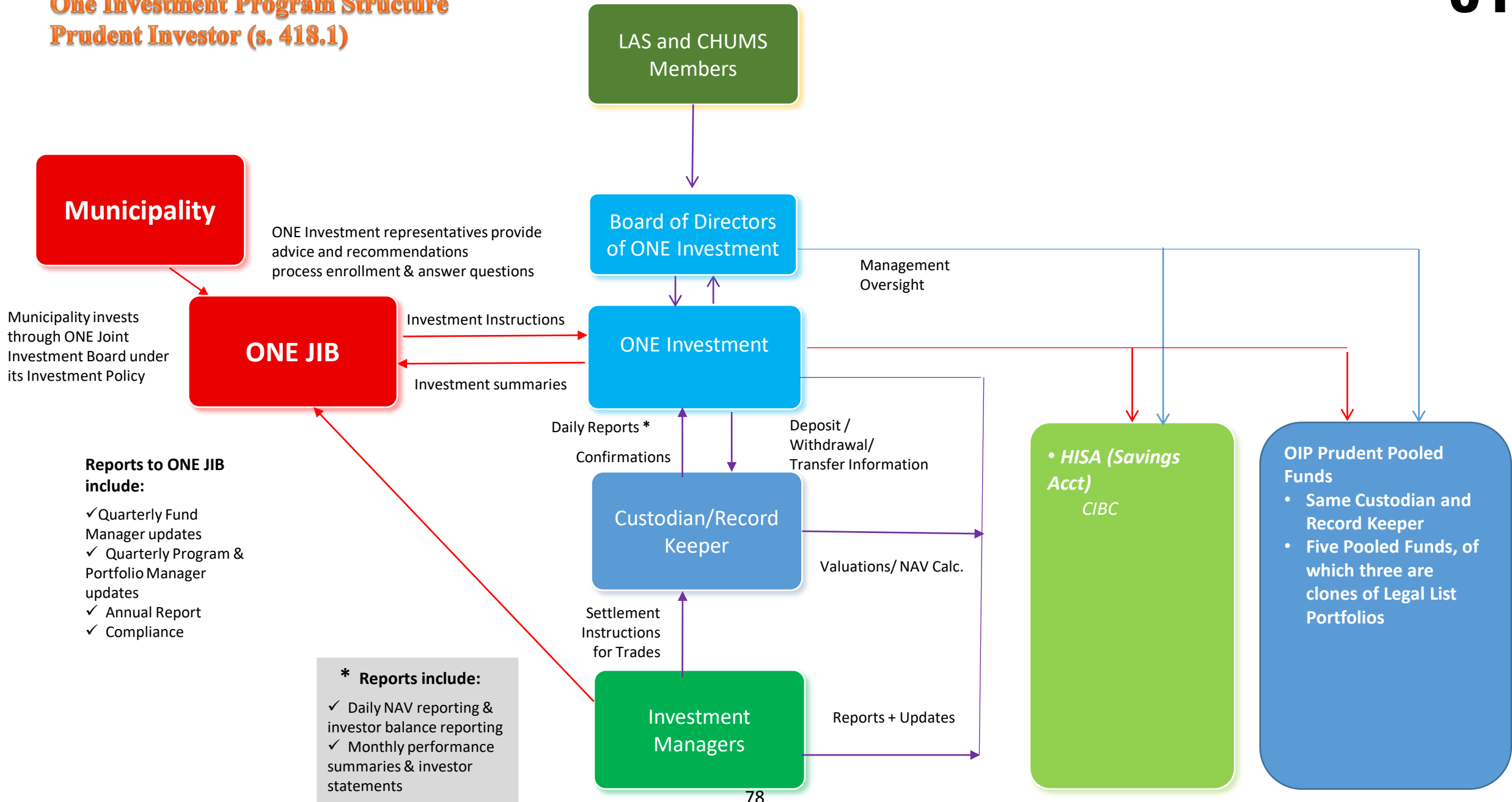


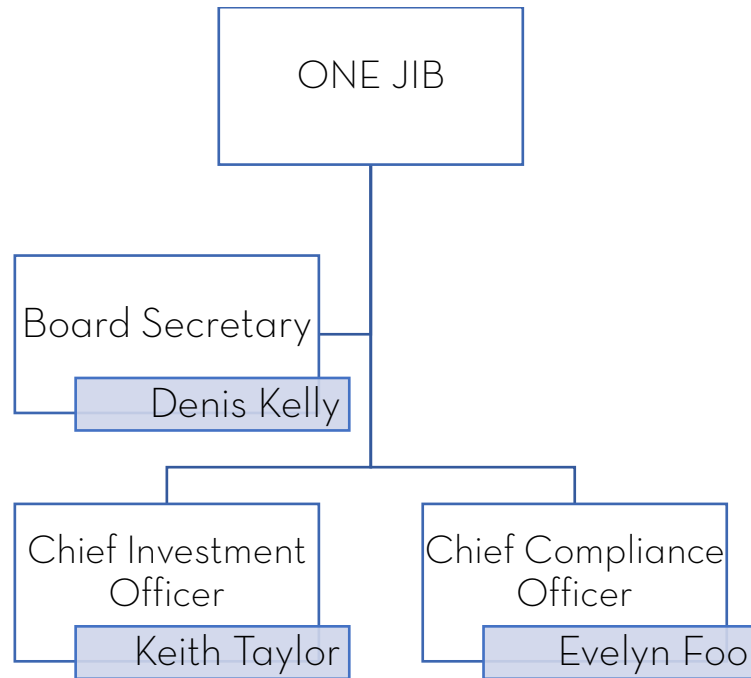
ONE Joint Investment Board Orientation AGENDA

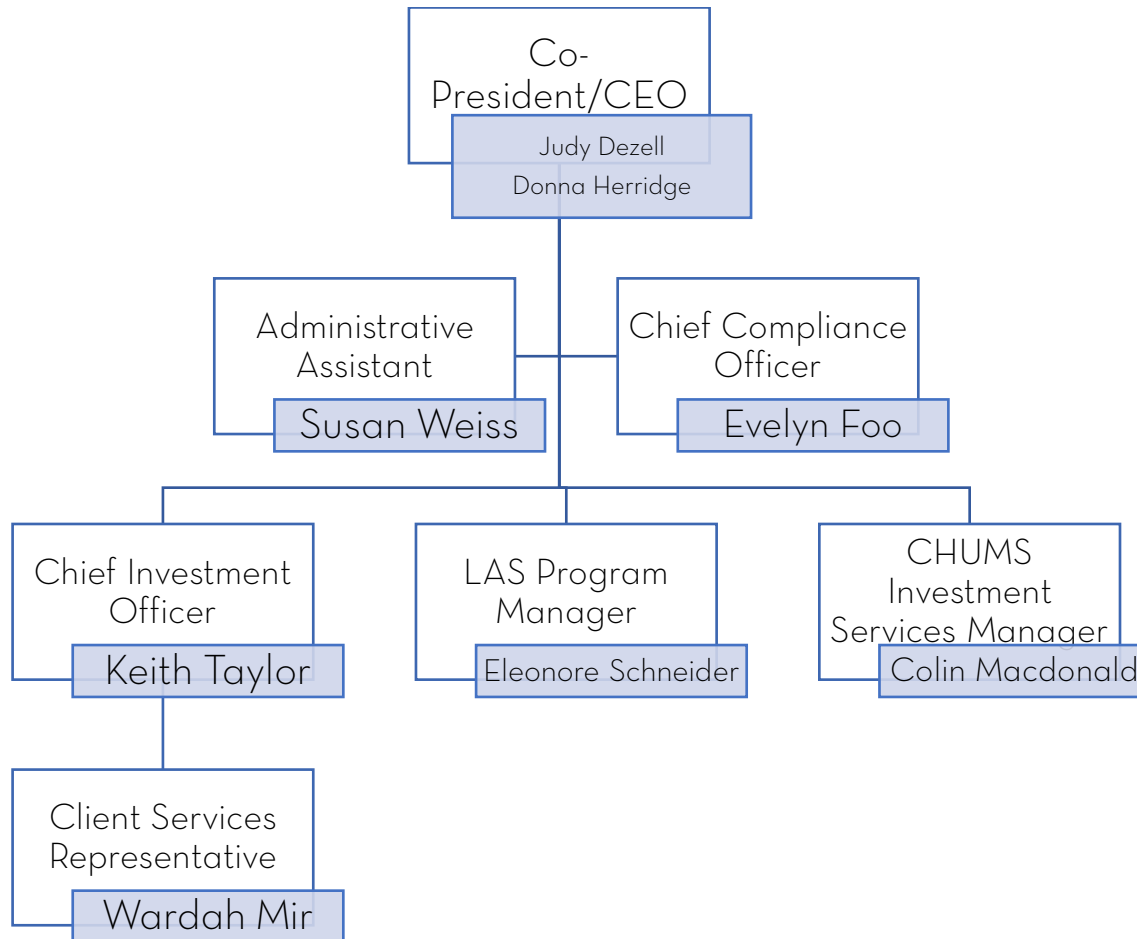
Date: May 19, 2020
Location: Virtual meeting

1. Welcome
2. Review Content of Orientation Binder
3. Relationship Structure & Organizational Charts (p. 01-03)
4. Orientation Presentation (p. 04-52)
5. ONE JIB Terms of Reference (p. 53-98)
 - a. ONE JIB mandated Obligations and oversight Responsibilities
6. Procedure By-law (p. 99-121)
7. Code of Conduct (p. 122-147)
8. Excerpts from Municipal Act (p. 148-175)
 - a. Ontario Regulation 438/97 (p. 176-188)
9. Municipal Conflict of Interest Act (p. 189-197)
10. OSC Exemption (p. 198-210)
11. ONE JIB Remuneration Policy (p. 211)
12. ONE Investment Travel Reimbursement Policy (p. 212)
13. ONE Investment Electronic Devices & Communications Policy (p. 213-218)

One Investment Program Structure Prudent Investor (s. 418.1)







ONE JOINT INVESTMENT BOARD ORIENTATION

May 19, 2020

WHAT YOU WILL LEARN TODAY

- ONE Joint Investment Board (ONE JIB)
- The Prudent Investor Standard
- The Role of the Founding and Participating Municipalities
- ONE JIB's Financial and Other Duties
- ONE JIB and the *Municipal Act, 2001* (Act)
- Other Applicable Legislation
- ONE Staff support for ONE JIB
- Other Support for ONE JIB
- The Code of Conduct
- The Procedure By-law

ONE JOINT INVESTMENT BOARD

- Is a Joint Municipal Service Board created under s. 202(1) of the Act
- Founding Municipalities must meet the minimum financial requirement of *Ontario Regulation 438/97*(Regulation) to establish ONE JIB
- The Founding Municipalities must have entered into an Agreement to establish and invest through ONE JIB and all of the Founding Municipalities must have, in the opinion of each of their Treasurers, a combined total of at least \$100 Million in money and investments that the Founding Municipalities do not require immediately

ONE JOINT INVESTMENT BOARD (CONT'D)

- Each Founding Municipality must pass a by-law under section 418.1 of the Act before it is authorized to invest under the prudent investor regime
- Prior to passing a by-law under section 418.1 of the Act, each Founding Municipality must enter into an Agreement to invest through ONE JIB which Agreement provides that other municipalities that meet the applicable requirement and criteria set out in the Regulation and sign the Agreement may also invest through ONE JIB
- The Founding Municipalities together with the municipalities that subsequently sign the Agreement are all referred to as the Participating Municipalities

ONE JOINT INVESTMENT BOARD MEMBERS

- 7-9 Members
- Initial Members are appointed by the Founding Municipalities
- Subsequent Members are appointed by ONE JIB, on the recommendation of its Nominating Committee, and with the approval of ONE Investment (ONE)
- There are provisions for vacancies, resignation and removal
- Term is 1-3 years, with a maximum of 9 years, unless ONE agrees to a reappointment
- The Chair is elected annually from among the Members
- Up to 25% representation from municipal Treasurers

THE FOUNDING MUNICIPALITIES

- The six Founding Municipalities are Bracebridge, Huntsville, Innisfil, Kenora, Muskoka and Whitby
- The Treasurer of each Founding Municipality has certified that it meets the financial requirement to establish ONE JIB in accordance with the Regulation as at May 19, 2020
- Each Founding Municipality will enter into the Agreement and pass a by-law under s. 418.1 of the Act by June 30, 2020
- In doing so, each Founding Municipality will authorize ONE JIB to invest money and investments that it doesn't require immediately (MNRI) and, effective on July 2, 2020, will transfer its MNRI to ONE JIB

THE FOUNDING MUNICIPALITIES (CONT'D)

- Each Founding Municipality has developed and adopted an Investment Policy based on the prudent investor standard
- Each Founding Municipality has a duty to review its Investment Policy annually
- Other Participating Municipalities will join the Founding Municipalities in the future by developing and adopting an Investment Policy, signing the Agreement and passing a by-law under s. 418.1 of the Act

PARTICIPATING MUNICIPALITIES- STATUTORY OBLIGATIONS

- Each Participating Municipality that passes a by-law under s. 418.1 of the Act must exercise the care, skill, diligence and judgment that a prudent investor would exercise in making an investment
- In planning investments, each Participating Municipality must consider the following:
 1. General economic conditions
 2. The possible effect of inflation or deflation
 3. The role that each investment or course of action plays within the municipality's portfolio of investments
 4. The expected total return from income and the appreciation of capital
 5. Needs for liquidity, regularity of income and preservation or appreciation of capital

PARTICIPATING MUNICIPALITIES- STATUTORY OBLIGATIONS (CONT'D)

- Each Participating Municipality must obtain the advice that a prudent investor would obtain in comparable circumstances and must also diversify investments as appropriate
- Participating Municipalities fulfill these obligations by investing through ONE JIB

ONE JIB'S FINANCIAL AND OTHER DUTIES

- Review each Participating Municipality's Investment Policy
- Provide advice and recommend any amendments to the Investment Policy as deemed appropriate for a Participating Municipality
- Adopt and maintain an Investment Plan for each Participating Municipality consistent with its Investment Policy
- Engage agents and monitor their performance
- Invest the MNRI for each of the Participating Municipalities in accordance with its Investment Policy

ONE JIB'S FINANCIAL AND OTHER DUTIES (CONT'D)

- Exercise control and management of the MNRI of each Participating Municipality
- Provide an Annual Investment Report to the Treasurer of each Participating Municipality
- Provide advice and observations to each Participating Municipality regarding economic developments, including the business outlook and investment environment
- Perform an annual self-assessment

ONE JIB – APPLICATION OF THE *MUNICIPAL ACT, 2001*

- ONE JIB is governed by the provisions of the Act
- ONE JIB is an agent of each of the Participating Municipalities s. 197(2)
- ONE JIB is a local board of each of the Participating Municipalities s. 197(3)
- ONE JIB must have a Code of Conduct s. 223.2
- ONE JIB must have a Procedure By-law s. 238(2)
- ONE JIB may appoint an Integrity Commissioner s. 223.3
- If ONE JIB does not appoint an Integrity Commissioner, it must make arrangements to have those responsibilities performed by the Integrity Commissioner of another municipality s. 223.3 (1.1)

ONE JIB – SECURITIES LAW CONSIDERATIONS

- ONE JIB is the recipient of certain securities regulatory relief (Order) granted by the Ontario Securities Commission (OSC)
- Staff of the OSC considered that ONE JIB's activities could be considered to be "advising with respect to investing in, buying or selling securities"
- ONE, LAS and CHUMS are also included in the Order
- ONE JIB is able to provide investment advice to municipalities
- Similarly, ONE is able to provide investment advice
- ONE is permitted to act as an "investment fund manager" of the ONE Investment Pools
- Units of the ONE Investment Pools can be distributed without dealer registration

OTHER APPLICABLE LEGISLATION

- *Municipal Conflict of Interest Act* – sets out the Member's duty to not participate in matters before the Board where there is a direct or indirect pecuniary interest of the Member, parent, spouse or child
- *Human Rights Code* – freedom from harassment on account of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability
- *Occupational Health and Safety Act* – Safe workplace and Employer's duties e.g. harassment
- *Securities Act* – Insider trading and self-dealing

ONE STAFF SUPPORT FOR ONE JIB

- ONE is the agent and service provider to ONE JIB
- The role of ONE is set out in the Services Agreement
- Includes:
 - Providing advice and information to ONE JIB
 - Taking direction from ONE JIB regarding portfolio and investment management
 - Monitoring the performance of any investment or portfolio advisors appointed by ONE JIB and providing reports as requested

ONE STAFF SUPPORT FOR ONE JIB (CONT'D)

- Includes (cont'd):
 - Executing various documents
 - Marketing and promoting the program
 - Negotiating contracts
 - Gathering statistics and undertaking research
 - Preparing returns, reports, filings
 - Providing all clerical, accounting, administrative, secretarial and support services

ONE STAFF ALSO WORK WITH THE MUNICIPALITIES

- Work with staff of each Participating Municipality to develop Know Your Client information
- Prepare a draft template for an Investment Policy, draft reports to Council, by-laws, Treasurer's certification
- Develop guidelines to help Participating Municipalities review and organize their materials in anticipation of a transfer of their MNRI
- Create and maintain a repository for the MNRI of the Participating Municipalities

ONE STAFF ALSO WORK WITH THE MUNICIPALITIES (CONT'D)

- Establish mechanisms for regular reviews of Investment Policies
- Maintain records of communications and meetings with ONE JIB and the Participating Municipalities to review and obtain input on Investment Policies
- Prepare an Annual Investment Report for each Participating Municipality
- Prepare compliance reports

OTHER ASSISTANCE FOR ONE JIB

- ONE JIB may appoint Administrators, Custodians, Payment Servicers, Portfolio Managers, Investment Counsel, Bankers, Brokers, Dealers and other Agents to implement each Participating Municipality's Investment Plan in accordance with its Investment Policy
- May retain legal counsel, accountants and other advisors, with advance notice to ONE
- Secretary is engaged by ONE and reports to the Chair

CODE OF CONDUCT

- Applies to the Chair and other Members of ONE JIB (Board)
- Covers:
 - Board meetings
 - Interacting with the Board and ONE staff
 - Board business
 - Board property
 - Board events or functions
 - Serving on a Committee or body to which a Member has been appointed by the Board
 - Participating in non-Board functions when a Member is representing the Board
- Reflects provisions in other Codes of Conduct
- Sets very high standards – Board Members must be beyond reproach

CODE OF CONDUCT PRINCIPLES

- Serve the public in a conscientious and diligent manner
- Always act with integrity, accountability and transparency
- Act in a manner that promotes public confidence and will stand up to public scrutiny
- Avoid the improper use of influence
- Comply with legislation and Board by-laws and policies
- Avoid false and misleading statements
- Be fair and respectful regarding differences and work together for the common good and public interest

GENERAL DUTIES

- Act honestly and in good faith with a view to the best interests of the Board and the Participating Municipalities
- Exercise the degree of care, diligence and skill that a reasonably prudent person would in similar circumstances

CONDUCT AT MEETINGS

- Act with decorum
- Comply with the Procedure By-law and applicable policies

CONFIDENTIAL INFORMATION

- Members are only entitled to information regarding matters before the Board and its Committees
- Cannot use confidential information for the gain of a Member or any other person
- No benefit to self or others from knowledge relating to the property or assets of the Board, ONE or the Participating Municipalities
- Cannot disclose the content or substance of confidential meetings
- Comply with privacy laws with focus on non-disclosure of personal information unless there's consent
- Immediately notify the Chair and ONE staff of any breach of confidentiality

BOARD AND STAFF RELATIONS

- Board Members must respect the independent role of ONE staff to provide advice and recommendations
- No attempt to intimidate, threaten or influence ONE staff or the independent administration of the Board's business
- No attempt to injure the reputation of ONE staff
- Cannot attempt to have staff participate in partisan political activities

DISCRIMINATION AND HARASSMENT

- Respect
- No abuse, bullying, intimidation of one another, ONE staff or the public
- Applies to both in person and electronic activities

BOARD PROPERTY

- ONE facilities, equipment, supplies, services and other resources must only be used for Board business
- No financial gain for a Member or any other person from use of Board property

BUSINESS RELATIONS

- Cannot hold a directorship or executive position that is in conflict with the Board
- Cannot act as a paid agent of the Board or provide services to the Board, directly or indirectly
- Must disclose if an entity in which a Member has an interest may engage in business with the Board
- Must also seek advice from the Integrity Commissioner whether continued membership is in the best interests of the Board
- Must resign if
 - Personal circumstances may have an adverse impact on the Board's reputation
 - There is a material change that could adversely affect the Member's contribution to the Board
 - A member accepts a directorship that is in conflict with the Board

IMPROPER INFLUENCE

- Use influence only for official Board duties
- No attempt to influence anyone's decision for the financial or other gain of a Member or any other person for creating a disadvantage for another person

GIFTS AND BENEFITS

- This provision includes the Member and the Member's spouse, child, parent, grandchild, friend or associate
- What's allowed:
 - Compensation authorized by law
 - Incidents of protocol, social obligation
 - Suitable mementos at a function honouring the Member
 - Food, lodging, transportation and entertainment from Governments or an event organizer when the Member is speaking at a conference or seminar in an official capacity

GIFTS AND BENEFITS (CONT'D)

- What's allowed (cont'd):
 - Legitimate business purpose - banquets, receptions, sporting events or similar functions and value is reasonable and the invitations are infrequent
 - Gifts of nominal value (e.g. \$25)
 - Gifts that Integrity Commissioner thinks are okay
 - Must disclose where the value of a gift or benefit exceeds \$300
 - Generally speaking, no gift(s)/benefit(s) from one source worth in the aggregate more than \$500 per year
- No gifts or benefits from agents of the Board

ELECTION ACTIVITY

- No use of Board resources, ONE staff or ONE property for political purposes

CONFLICTS OF INTEREST

- Must avoid any conflicts of interest or appearance of conflicts of interest
- Consult with the Integrity Commissioner if in doubt
- Must disclose to the Board and ONE any circumstances or relationships at the time of appointment or any time thereafter that could constitute a conflict of interest
- Must declare a conflict relating to a Member, a Member's parent, spouse or child if any Member has a direct or indirect pecuniary interest in any matter before the Board and the Member must refrain from participating, voting or influencing
- Disclose potential conflict of interest to the Chair
- "Squeaky clean"

INTEGRITY COMMISSIONER'S ADVICE

- Duty to seek the Integrity Commissioner's written advice: (i) where a Member might reasonably be expected to be in contravention of the Code of Conduct; and (ii) about the application of the *Municipal Conflict of Interest Act* and whether the Member's ongoing membership is in the best interests of the Board in the event that an entity in which the Member has a material interest engages in business with the Board
- The Integrity Commissioner's written advice binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter so long as all of the relevant facts known to the Member were disclosed to the Integrity Commissioner and remain the same

INTEGRITY COMMISSIONER'S ADVICE (CONT'D)

- Members shall consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under the Code of Conduct
- Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other Pecuniary Interest or Non-pecuniary interest as those terms are defined in the Code of Conduct

NON-COMPLIANCE

- Reprimand
- Suspension up to 90 days
- Other corrective measures recommended by the Integrity Commissioner
- Media scrutiny
- Reputation

PROCEDURE BY-LAW

- Applies to all the proceedings of the Board and its Committees
- Is based on best practices in a variety of municipalities
- Meetings are meant to be structured but as informal as possible
- Is meant to help the meetings to run smoothly and efficiently

THE CHAIR

- Works with ONE staff and the Secretary to prepare the Agenda and materials
- Presides at all meetings of the Board
- May cancel or re-schedule a meeting or call a Special or Emergency meeting
- Represents the Board at public or official functions
- Conducts the election of the Vice-Chair, who is also appointed annually
- Maintains order and rules on procedural matters
- Determines speaking order and puts the vote
- Together with ONE, is the spokesperson for the Board

MEMBERS

- Are responsible for:
 - reviewing the Agenda material beforehand and attending meetings
 - listening attentively and speaking respectfully and only to the matter under debate
 - voting on all motions – a non-vote is considered to be a vote in the negative

MEMBERS (CONT'D)

- Are responsible for (cont'd):
 - making a declaration on any item where they, their parent, spouse or child has a direct or indirect Pecuniary Interest, refraining from voting and not influencing the vote
 - leaving the room if they have an interest on a matter that is being considered in private session
 - respecting confidentiality by not disclosing the subject or substance of private discussions, unless authorized by the Board

GENERAL PROCEDURAL RULES

- Must have and keep a quorum (majority of Members) to have a meeting
- All meetings are held in public unless permitted to be in private session under the Act
- Can speak on an item for a maximum of five minutes unless the Chair grants a longer period
- Members of the public are allowed to attend public meetings and address the Board for up to five minutes on an item on the Agenda

GENERAL PROCEDURAL RULES (CONT'D)

- Motions (e.g. refer, defer, amend, main motion) do not require a seconder
- Members vote on motions
- Need a majority vote for most items to pass (some procedural motions require 2/3)
- Members can request a recorded vote on any item
- Members may participate electronically in “special circumstances” or where an “emergency” has been declared

CLOSED MEETINGS

- All meetings are public unless authorized by section 239(2) of *the Act* to discuss:
 - The security of the Board's property
 - Personal matters about an identifiable individual
 - A proposed or pending acquisition or disposition of land
 - Labour relations or employee negotiations
 - Litigation or potential litigation
 - Advice that is subject to solicitor-client privilege

CLOSED MEETINGS (CONT'D)

- All meetings are public unless authorized by section 239(2) of *the Act* to discuss (cont'd):
 - Education or training of the Members, provided it doesn't materially advance the business or decision-making of the Board
 - Information supplied in confidence by the Federal or Provincial Government
 - A trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence to the Board
 - A trade secret or scientific, technical, commercial or financial information that belongs to the Board and has monetary value or potential monetary value
 - A position, plan, procedure, criteria or instruction to be applied in negotiations on behalf of the Board

SECRETARY

- Gives the Members, ONE staff, the Participating Municipalities and the public notice of meetings, generally at least five days in advance
- 48 hours' notice for a Special Meeting
- Prepares the Agenda in conjunction with the Chair and ONE staff
- Provides procedural advice

SECRETARY (CONT'D)

- Prepares the Minutes, Reports and correspondence from meetings
- Forwards the draft Minutes to the Members and arranges for their placement on the Board's web site
- Maintains the Board's records
- Responds to any requests under the *Municipal Freedom of Information and Protection Act*

THE CHAIR AND BOARD MEMBERS

- The Chair, the Vice Chair and Members receive an annual retainer
- All Board Members receive \$750 per Board meeting
- All Board members receive \$500 for attending business meetings of ONE JIB
- Compensation is established by ONE from time to time
- Minimum of four meetings per year

THE CHAIR AND BOARD MEMBERS (CONT'D)

- Meetings are called by the Chair in consultation with ONE staff and the Secretary
- ONE staff in consultation with the Chair and the Secretary will attempt to establish a schedule of regular meetings
- Members are insured and indemnified for their actions so long as they act honestly, in good faith with a view to the best interests of the Participating Municipalities and exercise the degree of care, diligence and skill that a reasonably prudent person would in comparable circumstances

KEEPING IN TOUCH

- Board Members are asked to:
 - provide the Chair, Secretary and ONE staff with their up-to-date contact information
 - notify the Chair, Secretary and ONE staff if they are unable to attend a meeting
 - Be on time or early for all meetings
 - Keep their calendar open for the entirety of any meeting day
 - Read and be familiar with the Board's Terms of Reference, Code of Conduct and Procedure By-law
 - Attend continuing education seminars as necessary
 - Keep receipts for expenses
 - Request technical support (e.g. software, passwords, Agenda access) from ONE staff when needed
 - Seek the advice of the Integrity Commissioner where appropriate

SCHEDULE "C"**To****ONE JOINT INVESTMENT BOARD AGREEMENT****ONE JOINT INVESTMENT BOARD****TERMS OF REFERENCE**

Effective July 2, 2020

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ONE JOINT INVESTMENT BOARD

TERMS OF REFERENCE

Effective July 2, 2020

1. ESTABLISHMENT & PURPOSE

The ONE Joint Investment Board ("**ONE JIB**") has been established by the Founding Municipalities to invest money that each of the Founding Municipalities does not require immediately on behalf of each Founding Municipality, to invest money that is not required immediately on behalf of other Ontario municipalities that subsequently enter into the ONE Joint Investment Board Agreement (the "**Agreement**") and to have control and management of such money, in accordance with the Act and the Regulation.

Each member of ONE JIB has a duty to manage and to direct the management of the investments of the Participating Municipalities over which ONE JIB has been given management and control in accordance with the Act and the Regulation.

ONE JIB is a joint municipal service board established under section 202 of the Act.

2. DEFINITIONS AND INTERPRETATION

These Terms of Reference are a schedule to the Agreement and thus form part of the Agreement. Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the Agreement. In addition to the defined terms found in Section 1.01 of the Agreement, these Terms of Reference contain the following additional defined terms:

"Closed Meeting Investigator" means an individual appointed as the closed meeting investigator in accordance with the requirements of Municipal Legislation.

"Code of Conduct" means the code of conduct applicable to members of ONE JIB in accordance with Municipal Legislation, attached as Exhibit A.

"Integrity Commissioner" means an individual appointed as the integrity commissioner of ONE JIB in accordance with the requirements of Municipal Legislation.

"Procedure By-law" means the procedure by-law applicable to ONE JIB in accordance with Municipal Legislation.

All other rules of interpretation set out in the Agreement apply equally to these Terms of Reference.

3. DUTIES AND RESPONSIBILITIES

3.1 Compliance with Municipal Legislation

ONE JIB shall conduct its business and discharge its responsibilities in accordance with Municipal Legislation.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to adopt a procedure by-law.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have a code of conduct, and the Code of Conduct set out in Exhibit A has been established to apply to ONE JIB and its members.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have procedures for the appointment of an integrity commissioner and, if necessary for the appointment of a closed meeting investigator. The Integrity Commissioner and the Closed Meeting Investigator shall be appointed or engaged in accordance with the process set out in Exhibit E.

3.2 Member Responsibility to Comply with Act and Regulation

Each member of ONE JIB shall perform the functions mandated by, and otherwise comply with, the Act and the Regulation, other applicable legislation including securities legislation and these Terms of Reference. If it is apparent that a ONE JIB member has failed to comply with the Act, the Regulation, other applicable legislation or these Terms of Reference in any material respect, a majority of the other members of ONE JIB may vote to remove the member and any such removal shall be final and binding and shall not be subject to any legal challenge by the removed member or any Participating Municipality. As used herein, “material” non-compliance means an act or omission (or series of acts or omissions) which is deliberate and not inadvertent and which either at occurrence or with the passage of time, can reasonably be expected to result in (i) the ONE JIB member being subject to regulatory sanction or discipline; (ii) damage or economic loss, including by way of opportunity cost, to a Participating Municipality; (ii) damage to the reputation of ONE JIB or ONE Investment; or (iv) any detrimental effect on the ability of ONE JIB to function effectively.

3.3 Enumerated Duties

ONE JIB shall perform such services, and have such duties and responsibilities, as may be provided in the Act and the Regulation and as the Participating Municipalities may determine and assign to ONE JIB from time to time, including the following:

- (a) Review the Participating Municipality’s Investment Policy, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto, including the Participating Municipality’s investment objectives and strategies;
- (b) Adopt and maintain an Investment Plan for the Participating Municipality in accordance with the Act and the Regulation and consistent with the Participating Municipality’s Investment Policy;
- (c) Engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, investment counsel, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the Investment Policy;
- (d) Monitor the performance of the Agents;
- (e) Report to the Participating Municipality as required by the Act and the Regulation;

- (f) Provide advice and observations to each Participating Municipality and its council regarding economic developments including matters affecting the business outlook, the investment environment and similar matters to assist the Participating Municipality and its council in assessing investment performance and planning;
- (g) Review and provide input on investment objectives, policies and procedures and appropriate risk management and mitigation measures with respect to the Participating Municipality's investments;
- (h) Review and monitor the investment performance of the Participating Municipality's investments, including selection of or recommendations as to appropriate benchmarks, peer group and similar metrics; and
- (i) Provide advice and recommendations with respect to such other matters as may be requested from time to time by ONE Investment or a Participating Municipality.

3.4 ONE JIB Reports to the Participating Municipalities

ONE JIB shall, within 90 days of the end of the financial year of the Participating Municipality, prepare and deliver to the council of the Participating Municipality (to the attention of the treasurer), an investment report (the "**Annual Investment Report**") prepared in accordance with the Regulation that contains:

- (a) a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report;
- (b) a statement by the treasurer of the Participating Municipality as to whether or not, in the opinion of the treasurer, all investments making up the Managed Assets are consistent with the Participating Municipality's Investment Policy and Investment Plan; and
- (c) such other information related to or incidental to the foregoing that the council of the Participating Municipality may reasonably require.

Prior to finalizing the Annual Investment Report, ONE JIB shall provide a draft report to the Participating Municipality and shall consider any comments on such draft report made by the treasurer of the Participating Municipality. Where ONE JIB is requested to provide additional information as contemplated herein, ONE JIB may request that the Participating Municipality prepare a draft of the report for ONE JIB's consideration and approval.

3.5 ONE JIB Reports to the Municipal Treasurer

ONE JIB shall as soon as practicable notify the treasurer of a Participating Municipality where the Managed Assets include an investment which is not consistent with the Participating Municipality's Investment Policy or Investment Plan. Such notice shall be accompanied by a written report of the results of any assessment which includes a description of each instance of a breach of the Participating Municipality's Investment Policy or Investment Plan, of which ONE JIB is aware or has reason to believe has occurred, and recommendations for any actions ONE JIB considers should be made to the rectify the non-compliance.

3.6 ONE JIB Reports to Securities Regulatory Authorities

ONE JIB shall, as soon as practicable, notify in writing the Ontario Securities Commission or other applicable securities regulatory authority where ONE JIB becomes aware of the occurrence of a material breach of applicable securities legislation applicable to ONE JIB or to ONE Investment. ONE JIB may also, but is not required to, communicate directly with securities regulatory authorities with respect to any concerns or issues that it may not otherwise be required to report and any other matter, but only if it has first communicated its concerns to ONE Investment and to the relevant Participating Municipality and considered any response received from the Participating Municipality.

3.7 Secretary to ONE JIB

The work of ONE JIB shall be supported by a secretary (the “**Secretary to ONE JIB**”), who may be engaged or employed by ONE Investment, but who shall be appointed by ONE JIB to the office of Secretary to ONE JIB and have a reporting relationship with the Chair of ONE JIB. The Secretary shall advise ONE JIB as to certain procedural and jurisdictional matters, including those matters specified in the Procedure By-Law, and be responsible to provide such secretarial, research, clerical and administrative services as ONE JIB may require in the discharge of its duties. From time to time, ONE JIB may appoint an alternate Secretary or assistant to the Secretary to provide support as may be required in the circumstances.

3.8 Legal and Other Advisors

If ONE JIB determines that it is useful or necessary for ONE JIB to carry out its duties, ONE JIB may engage, or seek advice from, at the expense of the Participating Municipalities, legal counsel, accountants or any other advisors, in each case provided that such person has the requisite knowledge and experience to provide such advice. ONE JIB has the authority to agree to reasonable compensation and proper expenses for any independent legal counsel and other advisors engaged by ONE JIB. ONE JIB may retain advisors selectively, and only to assist, not replace, ONE JIB decision making. Prior to retaining an independent advisor, the Chair of ONE JIB will provide advance notice to ONE Investment.

4. CONSTITUTION

4.1 Number and Quorum

ONE JIB shall be comprised of not fewer than seven and not more than ten members. The Participating Municipalities may change the size of ONE JIB in accordance with the Agreement, but shall seek the input of the Chair of ONE JIB prior to doing so. A majority of members shall constitute a quorum for the transaction of business at any meeting of ONE JIB.

4.2 Qualification

Each member of ONE JIB shall have such experience and expertise in investment management, risk management, finance, corporate governance, accounting, law or in such other areas of expertise as may be determined to be appropriate from time to time by ONE JIB or a committee thereof in consultation with ONE Investment.

No person shall be qualified to be a member of ONE JIB if that person is less than eighteen years of age, is of unsound mind and has been so found by a court in Canada or elsewhere, has been sanctioned or disciplined by a securities regulatory authority in Canada or elsewhere within the previous 20 years, or is not an individual or has the status of a bankrupt.

4.3 Appointment of Members and Nominating Committee

The Founding Municipalities have appointed the initial members of ONE JIB. Subsequent members of ONE JIB, including those appointed to fill vacancies as referred to in Section 4.6, are to be appointed as follows by the then incumbent members of ONE JIB and with the approval of ONE Investment.

ONE JIB and ONE Investment may form a nominating committee (the “**Nominating Committee**”), made up of no fewer than three and no more than nine members to identify individuals to fill vacancies on ONE JIB. The Chair of the Nominating Committee shall be a member of ONE JIB. The other members of the Nominating Committee need not be members of ONE JIB and may be senior officers of ONE Investment and/or representatives of the Participating Municipalities. The Nominating Committee, in recommending a new member or reappointing a member, shall consider:

- (a) the competencies and skills ONE JIB, as a whole, should possess;
- (b) the competencies and skills of each other member of ONE JIB; and
- (c) the competencies and skills the prospective member would bring to ONE JIB.

The then incumbent members of ONE JIB and ONE Investment shall give consideration to individuals nominated by the Nominating Committee and a new member shall be appointed with the affirmative vote of a simple majority of members, and the approval of ONE Investment. ONE JIB members may decline to follow the recommendation of the Nominating Committee, in which case the Chair of ONE JIB may form a new Nominating Committee.

Where the Chair of ONE JIB so directs, vacancies may be filled by the Participating Municipalities in such manner as the Participating Municipalities consider to be appropriate provided, however, that any vacancy filled by the Participating Municipalities (rather than by ONE JIB itself) shall be effective only upon at least a simple majority of the Participating Municipalities duly passing a by-law in compliance with the Act approving the candidate as a member of ONE JIB.

4.4 Consent

Upon first acting as a member of ONE JIB, every member appointed in accordance with Section 4.3 shall be deemed to have consented to (a) acting as a member of ONE JIB on the terms and conditions set out herein, and (b) the public disclosure of the existence of ONE JIB, the names of its members, the matters reviewed by ONE JIB, the recommendations of ONE JIB, the compensation and expenses of the members of ONE JIB, and any other matter that is required to be disclosed pursuant to the terms of applicable legislation and rules or any decision made under applicable municipal law; provided that the members of ONE JIB, acting reasonably and promptly following a request, shall be entitled to review and require changes to the text of any such disclosure.

4.5 Adherence to Code of Conduct

Every member of ONE JIB shall comply at all times with the Code of Conduct for members of ONE JIB, a copy of which is attached as Exhibit A.

4.6 Vacancies of Office

A member of ONE JIB shall cease to hold office:

- (a) if the member dies, resigns by a written resignation received and accepted by the Chair of ONE JIB in accordance with Section 4.7 or is removed from office in accordance with Section 4.8
- (b) if the member is a Municipal Treasurer Representative, and is a treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB; provided however, that if such individual has been appointed as the treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative;
- (c) upon the member accepting employment or other engagement with a financial services provider, unless such employment or engagement has first been approved by the Integrity Commissioner and the Chair of ONE JIB;
- (d) if the member is of unsound mind as determined by a court in Canada or elsewhere, bankrupt, prohibited from acting as a director or officer of any issuer in Canada, subject to any penalties or sanctions made by a court relating to provincial and territorial securities legislation or a party to a settlement agreement with a provincial or territorial securities regulatory authority;
- (e) if the member is absent from meetings of ONE JIB for the greater of (i) three consecutive months in the event that ONE JIB holds monthly meetings and (ii) three consecutive meetings, without being authorized to do so by a resolution of ONE JIB;
- (f) if a member has his or her seat on ONE JIB declared vacant in any judicial process; or
- (g) if a member forfeits his or her membership on ONE JIB under the Act or any other Act of the Ontario legislature.

Clause 4.6(e) does not apply to vacate the membership of a member of ONE JIB who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

If a vacancy occurs in the office of a member of ONE JIB, ONE JIB shall fill a vacancy on ONE JIB as soon as practicable and a person appointed to fill a vacancy shall continue as a member for the remainder of the term so replaced.

4.7 Resignations

Unless otherwise agreed to by ONE Investment and a majority of the other members of ONE JIB, a member of ONE JIB shall resign from ONE JIB upon: becoming aware that personal circumstances may have an adverse impact on the reputation of ONE JIB, a material change in employment that may have an adverse effect on the member's contribution or effectiveness on ONE JIB or accepting a directorship with a financial institution or a company which results in the member becoming subject to a conflict of interest as described in Section 6.2.

A member of ONE JIB may resign by notice in writing filed with the Secretary and the Chair of ONE JIB. A resignation is not effective if it would reduce the number of members of ONE JIB to less than a quorum.

4.8 Removal of Member

A member or members of ONE JIB may be removed from office by a majority vote of the other members of ONE JIB, including in the circumstances described in Section 3.2 or Section 4.6. Removal shall be effected by instrument in writing delivered to such member or members specifying the effective date of such removal. If a Participating Municipality recommends to ONE JIB that it remove a member, ONE JIB shall consider such recommendation, although the final determination shall be in the discretion of ONE JIB as a whole.

4.9 Term

The term of office of a member of ONE JIB shall be no more than three years and no less than one year, and shall be set by ONE Investment or ONE JIB, as the case may be, at the time such member is appointed. Staggered terms are permitted. A member may not be reappointed for a term of office that, if served, would result in the member serving on ONE JIB for longer than nine years unless ONE Investment agrees to such reappointment.

4.10 Orientation and Continuing Education

ONE Investment and ONE JIB shall provide orientation consisting of educational or informational programs that enable a new ONE JIB member to understand: (a) the role of ONE JIB and its members collectively; and (b) the role of the individual member, including the commitment of time and energy that is expected from the member. ONE JIB may supplement such orientation, and any orientation provided by ONE Investment on the nature and operation of municipal finance with such educational programs that it reasonably deems necessary or desirable. Each member of ONE JIB shall participate in orientation and continuing education programs provided or recommended by ONE JIB or ONE Investment.

4.11 Chair

The Chair of ONE JIB shall be elected annually by the members of ONE JIB and upon the resignation, death, disqualification or removal of the current Chair. The members of ONE JIB shall take into account ONE Investment's recommendations, if any, when electing the Chair. The Chair must be a member of ONE JIB. The Chair is responsible for managing the mandate, responsibilities and functions of ONE JIB. The Chair's primary functions are to lead ONE JIB meetings, facilitate the operations and deliberations of ONE JIB, foster communications among ONE JIB members, and

ensure ONE JIB carries out its responsibilities in a timely and effective manner. The Chair shall work with the Secretary, who shall act as board secretary of ONE JIB and set agendas and circulate meeting materials for ONE JIB meetings in accordance with the Procedure By-law, and shall be ONE JIB's primary contact with ONE Investment in preparing for meetings. On an ongoing basis, the Chair shall assess whether ONE JIB has appropriate administrative support, access to senior management of ONE Investment and access to outside advisers for the purpose of ONE JIB fulfilling its mandate.

ONE JIB may, by by-law or resolution, appoint a member of ONE JIB to act in the place of the Chair or other member of ONE JIB designated to preside at meetings in ONE JIB's Procedure By-law when the Chair or designated member is absent or refuses to act or the office is vacant, and while so acting such member has all of the powers and duties of the Chair or designated member, as the case may be, with respect to the role of presiding at meetings.

4.12 Committees

In addition to the Nominating Committee provided for in Section 4.3, ONE JIB may authorize any other committee or subcommittee to perform any of its functions, except the removal of a member of ONE JIB. Any such committee or subcommittee shall be chaired by a member of ONE JIB, and its members appointed by ONE JIB, but such members of such committee or subcommittee need not all be ONE JIB members. If any such committee is constituted as an *ad hoc* committee, ONE JIB shall by resolution provide it with a written mandate or terms of reference, and if constituted as a standing committee of ONE JIB, ONE JIB shall amend and supplement these Terms of Reference to include a defined mandate and more detailed reporting requirements. Any committee or subcommittee formed under this Section 4.12 shall report on its meetings to ONE JIB, generally by way of a report filed at the next following meeting of ONE JIB, and in any case at least annually. Delegation of a function to a committee does not absolve ONE JIB from its responsibility for the function. The Procedure By-law applies to proceedings of committees of ONE JIB with necessary modifications.

4.13 Self Assessments

At least annually, ONE JIB must review and assess:

- (a) the adequacy and effectiveness of itself and any committees or subcommittee to which ONE JIB has delegated any of its functions;
- (b) the independence of its members and the compensation of its members;
- (c) its effectiveness as a board, as well as the effectiveness and contribution of each of its members, including a consideration of:
 - (i) these Terms of Reference;
 - (ii) the competencies and knowledge each member is expected to bring to ONE JIB;
 - (iii) the level of complexity of the issues reasonably expected to be raised by members in connection with the matters under review by ONE JIB;

- (iv) the attendance record of each member of ONE JIB and his or her participation in meetings;
 - (v) continuing education activities and industry knowledge of each member of ONE JIB; and
 - (vi) the ability of each member to contribute the necessary time required to serve effectively on ONE JIB;
- (d) its structural effectiveness, including a consideration of:
 - (i) the frequency of meetings;
 - (ii) the substance of meeting agendas;
 - (iii) the policies and procedures that ONE Investment has established to refer matters to ONE JIB;
 - (iv) the usefulness of the materials provided to members of ONE JIB;
 - (v) the collective experience and background of the members of ONE JIB; and
 - (vi) the amount and form of compensation the members receive from ONE Investment.
- (e) The written minutes of ONE JIB meetings at which these assessments take place shall form the basis of the records of such assessments. ONE JIB may also establish a process for and determine the frequency of additional assessments as it sees fit. ONE JIB shall consider how to respond appropriately to address any weaknesses found in a self-assessment.

5. MEETINGS OF ONE JIB

5.1 Calling and Place of Meetings

Meetings of ONE JIB shall be called by the Chair of ONE JIB, in accordance with the Procedure By-law.

Except as may be permitted under the Act, meetings of ONE JIB shall be open to members of the public. Provided that the Secretary has confirmed that a meeting meets all requirements of the Procedure By-law, members may attend and participate by way of conference call or other electronic facility which allows all meeting participants to hear one another.

Exhibit B sets out the current limited circumstances under which meetings of ONE JIB may or shall be closed, in accordance with the provisions of the Act.

5.2 Notice of Meeting

Notice of the time and place of each meeting of ONE JIB shall be given by the Secretary as required under the Procedure By-law. The notice shall identify the main matters to be addressed at the meeting. The Secretary shall arrange for the notice of meeting to be posted or publicized as required.

Persons wishing to make deputations or representations to a meeting on any matter to be addressed at a meeting shall make appropriate arrangements to do so through the Secretary.

5.3 Persons Entitled to Participate

When submitting a matter to ONE JIB for its recommendation or approval, ONE Investment and its representatives shall be entitled to be present at meetings of ONE JIB to outline the nature of the question or matter to be reviewed by ONE JIB. Any other person may participate in the meeting in accordance with the Procedure By-law and on the invitation of the Chair of the meeting or with the consent of ONE JIB. ONE JIB shall hold at least one segment of one meeting annually at which ONE Investment, any entity related to ONE Investment or any of their representatives are not in attendance.

5.4 Conduct of Meetings

All other procedural matters pertaining to the conduct of meetings, including voting at meetings, are governed by the Procedure By-Law.

5.5 Minutes of the Meetings and other Records

Minutes of all meetings of ONE JIB and reports of all ONE JIB committee meetings shall be kept. The Secretary to ONE JIB or his or her designee shall be responsible for taking the minutes of the meeting and otherwise serving as secretary of the meeting. Procedures relating to approval, adoption and publication of minutes are contained in the Procedure by-Law.

The Secretary to ONE JIB shall be responsible for maintaining records of these Terms of Reference, minutes and reports of meetings, copies of the agenda and materials provided to ONE JIB, copies of materials and written reports prepared by ONE JIB and copies of ONE JIB's own determinations. ONE JIB may satisfy this recordkeeping requirement by arranging for ONE Investment to keep such records. Other than as set out in Exhibit C, all of the foregoing records shall be subject to disclosure in accordance with the Act and the *Municipal Freedom of Information and Protection of Privacy Act*.

6. CONFLICTS OF INTEREST

6.1 Application of the Municipal Conflict of Interest Act

ONE JIB is a local board for purposes of the *Municipal Conflict of Interest Act* (MCIA) and members are subject to such Act. A member of ONE JIB shall comply with such Act.

6.2 Duty to Disclose

Members of ONE JIB are required to make disclosure of their direct and indirect pecuniary interests in accordance with the requirements of the MCIA and the Code of Conduct. The Code of Conduct contains additional specific provisions relating to disclosure of pecuniary interests. The Secretary to ONE JIB shall be available to assist members of ONE JIB with the disclosure process.

Furthermore, to the extent not covered by the provisions of the MCIA and the Code of Conduct, a member of ONE JIB shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter, which could

constitute a conflict of interest. For purposes hereof, a conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which (a) a reasonable person would consider to constitute a conflict of interest which could interfere with the ONE JIB member's ability to act in good faith and in the best interests of the Participating Municipalities; or (b) to a reasonable person would be expected to interfere with the member's exercise of independent judgement.

Having disclosed or declared a conflict of interest, the member shall thereupon take direction from the Chair of ONE JIB who shall be advised by the Secretary to ONE JIB.

7. STANDARD OF CARE AND INDEMNITY

7.1 Standard of Care

All members of ONE JIB in exercising their powers and discharging their duties as a member of ONE JIB shall:

- i. act honestly and in good faith with a view to the best interests of the Participating Municipality; and
- ii. exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7.2 Indemnification

All members of ONE JIB, their respective heirs, executors and assigns, (in each case, an **Indemnified Party**) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party's own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 7.2. Amounts required to be paid or advanced to an Indemnified Party under this Section 7.2 shall be paid by Participating Municipalities in such proportion as ONE JIB considers to be fair and equitable in the circumstances.

Further, the members shall not be liable to ONE Investment or the Participating Municipalities or to any person for any loss or damages relating to any matter regarding ONE Investment and its investments, including any loss or diminution in the value of the Participating Municipalities' investments or assets. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the

final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the member to repay such amount if it shall be determined that the member is not entitled to be indemnified. The foregoing indemnification applies only if the member has acted in a manner consistent with the standard of care set out in Section 7.1 above.

7.3 Liability

Unless otherwise required by applicable legislation, no member of ONE JIB shall be liable to ONE Investment or the Participating Municipalities or any other person if the member of ONE JIB complied with the standard of care set forth in Section 7.1, including reliance on advice in the manner contemplated in Section 3.8.

7.4 Insurance

Each member of ONE JIB shall be entitled to an indemnity by ONE Investment and/or an affiliate of ONE Investment to the fullest extent permitted by applicable law. ONE JIB or ONE Investment may purchase and maintain (or reimburse individual ONE JIB members for the cost of) insurance in such amounts and on such terms as are commercially reasonable on behalf of the members of ONE JIB against any liability that may be asserted against or expense that may be incurred by members of ONE JIB in connection with, or in any way related to, acting as members of ONE JIB.

8. FEES AND EXPENSES

8.1 Compensation

The Founding Municipalities, together with ONE Investment, shall set the initial amount of compensation and expenses of the members of ONE JIB. After the initial compensation and expenses are set, the members of ONE JIB, other than the Municipal Treasurer Representatives, shall be entitled to receive such reasonable compensation and expenses for acting as members of ONE JIB as ONE Investment, in consultation with ONE JIB, may from time to time determine. Such compensation may, but need not, include an annual retainer amount or stipend for acting as a ONE JIB member, as well as compensation for attendance at information, continuing education and similar sessions at which no formal business is conducted. The compensation shall be set out in Exhibit D and amended from time to time as provided herein. ONE Investment must consider ONE JIB's most recent assessment of its compensation and ONE JIB's recommendations, if any, of the amount and type of compensation and expenses in setting the compensation of ONE JIB members. In the event ONE JIB disagrees with ONE Investment's recommendation, ONE JIB shall discuss the issue with ONE Investment in a good faith attempt to reach an agreement. In determining the appropriate level of compensation, ONE Investment must consider:

- (a) the nature and complexity of the investments made by and on behalf of the Participating Municipalities;
- (b) the nature and extent of the workload of each member of ONE JIB, including the commitment of time and energy that is expected from each member;
- (c) industry best practices, including industry averages and surveys on similar board compensation; and

(d) the best interests of the Participating Municipalities.

8.2 Reimbursement of Expenses.

Members shall be entitled to reimbursement for their reasonable expenses incurred in attending meetings of ONE JIB and other out of pocket expenses incurred in connection with acting as a ONE JIB member. ONE Investment will request production of receipts and documents supporting expenses.

9. CONFIDENTIALITY

9.1 Maintaining Confidentiality

The definition of Confidential Information is found in the Code of Conduct. Each member shall, in accordance with the Act and the Code of Conduct, protect the confidentiality, and prevent the unauthorized disclosure or use, of Confidential Information. Each member shall promptly notify ONE JIB's Chair or ONE Investment of any inadvertent disclosure, misuse or misappropriation of Confidential Information of which he or she becomes aware.

The members of ONE JIB shall not be subject to any confidentiality obligation in respect of any Confidential Information that is or was (i) information in the public domain; (ii) disclosed to the member by a third person not subject to a confidentiality obligation to ONE JIB, ONE Investment or a Participating Municipality; (iii) approved by ONE JIB, ONE Investment or a Participating Municipality for disclosure to another person or the public; or (iv) required by law to be disclosed by the member.

9.2 Public Statements and Dealing with Media

In the event ONE JIB, or any of its members, is contacted by the media or a regulator, in respect of any issue related to ONE Investment, the request will be referred to the Chair of ONE JIB or his or her designate.

10. AMENDMENTS

10.1 General

A notice or document required to be sent to a member of ONE JIB or to ONE Investment may be sent by prepaid mail addressed to, or may be delivered personally or by courier to, the member at the member's latest address provided by the member to ONE Investment, and to ONE Investment at

ONE Joint Investment Board
200 University Ave., Suite 801
Toronto, ON M5H 3C6
Attention: The Secretary with copy to the Chair
email: dkelly@oneinvestment.ca

or such other address as ONE Investment may notify each member of ONE JIB. A notice or document if mailed to a member of ONE JIB or ONE Investment shall be deemed to have been received at the

time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the member or ONE Investment did not receive the notice of the document at that time or at all.

10.2 Amendments

ONE JIB may amend these Terms of Reference from time to time, in consultation with ONE Investment. A decision by ONE JIB to propose to amend these Terms of Reference must be approved at a meeting of ONE JIB at which a quorum is present, by a majority of the members of ONE JIB. ONE JIB shall provide ONE Investment with 30 days' notice of any such proposal to amend these Terms of Reference and ONE JIB must consider ONE Investment's recommendations relating to such proposed amendment. Upon expiry of the 30 day notice period, a majority of the members of ONE JIB may agree to amend these Terms of Reference at a meeting of ONE JIB at which a quorum is present, and such amendment shall be effective no earlier than 30 days after ONE Investment is notified of the amendment. ONE JIB shall include a description of any material amendments to these Terms of Reference in its annual report to Participating Municipalities. ONE JIB may not amend these Terms of Reference (i) in a manner inconsistent with the Act and the Regulation, (ii) to give ONE JIB functions other than those prescribed by the Act and the Regulation, or (iii) other than as permitted by this Section 10.2; without the prior written consent of ONE Investment.

10.3 Electronic Delivery

Provided the addressees have consented in writing or electronically, the notice requirements may be satisfied by creating and providing an electronic document. An electronic document is deemed to have been received when it enters the information system designated by the addressee (provided that it has been properly addressed) or, if the document is posted on or made available through a generally accessible electronic source, when the addressee receives notice in writing of the availability and location of that electronic document, or, if such notice is sent electronically, when it enters the information system designated by the addressee.

10.4 Computation of Time

In computing the time when a notice or document must be given or sent under any provision requiring a specified number of days' notice of any meeting or other event, the day on which the notice or documents is given or sent shall be excluded and the day on which the meeting or other event occurs shall be included.

10.5 Omission and Errors

The accidental omission to give any notice or send any document or the non-receipt of any notice or document or any error in any notice or document not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on such notice or document.

EXHIBIT A

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT

POLICY STATEMENT

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“**ONE JIB**”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “**ONE JIB Agreement**”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

APPLICATION

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members of ONE JIB. This includes, but is not limited to, the conduct of ONE JIB Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member of ONE JIB;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the ONE JIB Member has been expressly invited or is participating as a representative of ONE JIB.

PURPOSE

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “**Act**”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) **“Child”** means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) **“Committee”** means a committee or sub-committee established by ONE JIB;
- (d) **“Confidential Information”** means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
 - (i) any such information provided orally, in writing or electronically, and
 - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) **“Integrity Commissioner”** means the Integrity Commissioner appointed by ONE JIB;
- (f) **“Member”** means a member of ONE JIB, including the Chair;
- (g) **“MNPI”** means material non-public information;
- (h) **“Non-pecuniary Interest”** means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the Non-pecuniary Interest arises;
- (i) **“ONE Investment”** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **“ONE JIB”** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **“Parent”** means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;

- (l) **“Participating Municipalities”** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **“Pecuniary Interest”** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **“Spouse”** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;
- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
 - (i) *Criminal Code,*
 - (ii) *Municipal Act, 2001,*
 - (iii) *Municipal Conflict of Interest Act,*
 - (iv) *Municipal Freedom of Information and Protection of Privacy Act,*
 - (v) *Occupational Health and Safety Act,*
 - (vi) *Human Rights Code,*
 - (vii) *Securities Act,*
 - (viii) *ONE JIB Procedure By-law;* and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not

operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 GENERAL DUTIES

- 3.1 In exercising her or his powers and discharging her or his duties as a Member, each Member shall:
- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
 - (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (c) refrain from making:
 - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and
 - (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

4.0 CONDUCT AT MEETINGS

- 4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.
- 5.2 Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.
- 5.3 Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.
- 5.4 Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.

- 5.5 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered “confidential information.” Any use of MNPI to make an investment decision or recommendation or to “tip” others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.
- 5.6 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.7 Members shall not disclose, use or release information in contravention of applicable privacy laws.

6.0 STAFF AND ONE JIB RELATIONS

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
 - (i) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
 - (ii) attempt to intimidate, threaten, or influence any staff member from carrying out that person’s duties, including any duty to disclose improper activity;
 - (c) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

7.0 DISCRIMINATION AND HARASSMENT

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.
- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

8.0 USE OF ONE JIB PROPERTY

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.
- 8.2 By virtue of her or his office or appointment, a Member shall not:
- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
 - (b) seek financial gain for herself or himself, or of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
 - (c) use any information she or he may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

9.0 CONFLICTS OF INTEREST

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other, Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships

which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:

- (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
- (b) would expect to interfere with the Member's exercise of independent judgment.

10.0 BUSINESS RELATIONS

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:
 - (a) disclose those circumstances to the Chair; and
 - (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
 - (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
 - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
 - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

11.0 IMPROPER USE OF INFLUENCE

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.
- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

12.0 GIFTS AND BENEFITS

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of her or his duties.
- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
 - (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) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
 - (d) a suitable memento at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by:
 - (i) provincial, regional or local governments or political subdivisions of them,
 - (ii) the federal government,
 - (iii) a foreign government within a foreign country,
 - (iv) Association of Municipalities of Ontario,
 - (v) Local Authority Services,
 - (vi) Municipal Finance Officers' Association of Ontario,
 - (vii) CHUMS Financing Corporation,

- (viii) ONE Investment, or
 - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;
 - (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
 - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;
 - (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
 - (iii) the value is reasonable and the invitations infrequent;
 - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
 - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of her or his duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$300, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$300, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
 - (b) its source and date of receipt;
 - (c) the circumstances under which it was given or received;
 - (d) its estimated value;
 - (e) what the Member intends to do with the gift or benefit; and
 - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether 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. In the event that the Integrity Commissioner makes this preliminary determination, she or he shall call upon the Member to justify receipt of the gift or benefit.

- 12.7 Should the Integrity Commissioner determine that receipt was inappropriate, she or he may direct the Member to return the gift or benefit, reimburse the donor for the value of the gift or benefit if already consumed, or forfeit the gift or benefit or remit the value of the gift or benefit if already consumed to ONE JIB or ONE Investment.
- 12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$500 or gifts and benefits worth in the aggregate in excess of \$500 from one source during a calendar year.

13.0 COMMUNICATION

- 13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or her or his delegate.

14.0 ELECTION ACTIVITY

- 14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

15.0 INTEGRITY COMMISSIONER'S ADVICE

- 15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.
- 15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

16.0 RESPONSIBILITIES

- 16.1 Members shall:
 - (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and

- (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.

16.2 The Integrity Commissioner shall:

- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;
- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

17.0 CONTRAVENTION

17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and applications under section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.

17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.

17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of her or his services on ONE JIB for a period up to 90 days.

17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;

- (c) be removed from or not be appointed to the membership on a Committee;
- (d) be removed from or not be appointed as chair of a Committee; and
- (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

18.0 COMPLAINT PROTOCOL

- 18.1 The Complaint Protocol is Appendix “A” to this Code of Conduct and applies to Complaints (as defined in Appendix “A”) under this Code of Conduct and the *Municipal Conflict of Interest Act*.

APPENDIX “A”

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT COMPLAINT PROTOCOL

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.
4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
 - (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
 - (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
 - (b) the application shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.
- (3) Complainants who file a formal Complaint under Sections 5(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

Filing of Complaint and Classification by Integrity Commissioner

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin
Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Email: jmascarin@airdberlis.com
Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

Lack of Jurisdiction

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

Limitation Period

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the

complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.

- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:

- (a) is frivolous or vexatious,
- (b) is not made in good faith,
- (c) constitutes an abuse of process,
- (d) discloses no grounds or insufficient grounds for an investigation,
- (e) does not warrant a full investigation, or
- (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

Opportunities for Resolution

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
 - (a) provide the Member with a copy of the Complaint but not disclose:

- (i) the identity of the complainant, or
- (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,

unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;

- (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
 - (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
 - (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
 - (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
 - (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.
 - (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act*,

1996 and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.

- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.
- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

Authority to Abridge or Extend

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend

any timeline or time limit therein if the Integrity Commissioner considers it, in his or her sole and absolute discretion, to be in the public interest.

Investigation Report

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at his or her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

Findings

- 16.(1) If the Integrity Commissioner determines that:
 - (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:
 - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
 - (ii) it was trivial,
 - (iii) it was committed through inadvertence, or
 - (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
 - (a) considers it appropriate, once he or she has concluded the investigation under Section 5(2), he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
 - (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for his or her decision under Section 16(2).

Report to ONE JIB

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of ONE JIB

18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

Public Disclosure

- 19.(1) The Integrity Commissioner and every person acting under his or her instructions shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.
- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.
- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

Delegation by Integrity Commissioner

20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Committees

21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of
Member),

a member of ONE Joint Investment Board has contravened the following section(s) of the Code
of Conduct of ONE Joint Investment Board: _____.
The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or
investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at)

the _____ of _____ on)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

Municipal Conflict of Interest Act – Complaint Form # 2

STATUTORY DECLARATION

I, _____ (first and last name),
of the _____ in the Province of
Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of
Member),
a member of ONE Joint Investment Board, has contravened the following section(s) of the
Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50: _____.

3. I became aware of the facts constituting the alleged contravention not more than six (6)
weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by ONE
Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at _____)

the _____ of _____ on _____)

_____ (date) _____)

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the
Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation

EXHIBIT B**CLOSED MEETINGS PERMITTED OR REQUIRED**

The provisions of the Act, as amended from time, currently provide that except as provided in section 239 of the Act, all meetings shall be open to the public.

A meeting or part of a meeting may be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- the security of the property of ONE JIB;
- personal matters about an identifiable individual, including ONE JIB employees;
- a proposed or pending acquisition or disposition of land by ONE JIB;
- labour relations or employee negotiations;
- litigation or potential litigation, including matters before administrative tribunals, affecting ONE JIB;
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a matter in respect of which ONE JIB may hold a closed meeting under another Act;
- information explicitly supplied in confidence to ONE JIB by Canada, a province or territory or a Crown agency of any of them;
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to ONE JIB, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- a trade secret or scientific, technical, commercial or financial information that belongs to ONE JIB and has monetary value or potential monetary value;
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of ONE JIB;

A meeting of ONE JIB or of a committee of ONE JIB may be closed to the public if the meeting is held for the purpose of educating or training the members provided no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of ONE JIB or committee.

A meeting may be closed to the public during a vote if the meeting is one that is closed to the public in accordance with this Exhibit B and if the vote is for a procedural matter or for giving instructions to

officers, employees or agents of ONE JIB or a committee of ONE JIB or persons retained by or under a contract with ONE JIB.

A meeting or part of a meeting shall be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- a request under the *Municipal Freedom of Information and Protection of Privacy Act* if ONE JIB is the head of an institution for the purposes of that Act; or
- an ongoing investigation respecting ONE JIB by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of the Act, or the investigator referred to in subsection 239.2(1) of the Act.

EXHIBIT C

ONE JIB MAY REFUSE DISCLOSURE OF A RECORD

The provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, currently provide that ONE JIB may refuse to disclose a record:

- that reveals the substance of deliberations of a meeting of ONE JIB or a committee of ONE JIB if a statute authorizes holding that meeting in the absence of the public.
- if the disclosure would reveal advice or recommendations of an officer or employee of an institution or a consultant retained by an institution.
- that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,
 - (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (b) result in similar information no longer being supplied to ONE JIB where it is in the public interest that similar information continue to be so supplied;
 - (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or
- that contains,
 - (a) trade secrets or financial, commercial, scientific or technical information that belongs to an institution and has monetary value or potential monetary value;
 - (b) information whose disclosure could reasonably be expected to prejudice the economic interests of an institution or the competitive position of an institution;
 - (c) information whose disclosure could reasonably be expected to be injurious to the financial interests of an institution;
 - (d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of an institution;
 - (e) plans relating to the management of personnel or the administration of an institution that have not yet been put into operation or made public;
 - (f) information including the proposed plans, policies or projects of an institution if the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a person.

EXHIBIT D**COMPENSATION FOR ONE JIB MEMBERS**

- The Chair of ONE JIB will receive an annual \$10,000 retainer and \$750 per board meeting.
- The Vice Chair of ONE JIB will receive an annual \$7,500 retainer and \$750 per board meeting.
- Board members of ONE JIB will receive an annual \$5,000 retainer and \$750 per board meeting.
- All Board members of ONE JIB will also be remunerated \$500 for attending business meetings of ONE JIB.
- Municipal Treasurer Representatives will not be eligible for compensation.

EXHIBIT E

PROCESS TO APPOINT INTEGRITY COMMISSIONER AND CLOSED MEETING INVESTIGATOR

Initial Appointment of Integrity Commissioner and Closed Meeting Investigator

1. Prior to the effective date of the ONE JIB Agreement (July 2, 2020) the Founding Municipalities directed ONE Investment to conduct a Request for Proposal ("RFP") process to retain the services of an initial Integrity Commissioner and an initial Closed Meeting Investigator for ONE JIB.
2. The Secretary to ONE JIB worked with a member of ONE Investment staff and two representatives of the Founding Municipalities' clerks (the "Initial Appointment Subcommittee") on the RFP. The results of the RFP were shared with the Founding Municipalities.
3. The candidates recommended by the Initial Appointment Subcommittee were submitted to ONE JIB during its initial meeting on May 19, 2020 and thereafter ONE JIB appointed an initial Integrity Commissioner in accordance with section 223.3 of the Act and an initial Closed Meeting Investigator in accordance with section 239.2 of the Act.

Successor Integrity Commissioner and Successor Closed Meeting Investigator

4. In the event that ONE JIB determines that the appointment of a successor Integrity Commissioner or Closed Meeting Investigator is required it shall direct ONE Investment to conduct an RFP process in consultation with a committee comprised of the Secretary to ONE JIB, a member of ONE Investment staff and two representatives of the Participating Municipalities' clerks (the "Successor Appointment Committee"), to retain the services of a successor Integrity Commissioner and a successor Closed Meeting Investigator, the results of which RFP shall be shared with the Participating Municipalities.
5. ONE JIB shall consider the candidate(s) recommended by the Successor Appointment Committee at its first meeting after receipt of such recommendation(s).
6. ONE JIB shall appoint a successor Integrity Commissioner and/or successor Closed Meeting Investigator and enter into appropriate agreements with each such successor and subsequently notify the Participating Municipalities of the identity of the successor Integrity Commissioner and/or the successor Closed Meeting Investigator, as applicable.

ONE JOINT INVESTMENT BOARD

PROCEDURE BY-LAW

BY-LAW NO. -2020

To govern the proceedings of the ONE Joint Investment Board

WHEREAS section 238(2) of the *Municipal Act, 2001* (“the Act”) provides that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings,

The Board enacts:

A. Definitions

1. Definitions

Board means ONE Joint Investment Board that has been established under section 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE Joint Investment Board Agreement.

Chair means the Chair of the Board.

Committee means a committee or sub-committee of the Board.

Meeting means a meeting of the Board or a Committee where a Quorum of the Members is present and the Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Board.

Member means a Member of the Board, including the Chair.

Motion means a proposal moved by a Member to adopt, amend, or otherwise deal with a matter before the Board or a Committee.

Motion to Defer means a Motion to delay a decision on a matter by postponing its consideration:

- (1) indefinitely;
- (2) until, or within, some specified time or time period;
- (3) until a specified event happens; or

- (4) until a report or communication is presented.

Motion to Receive for Information means a motion to acknowledge a matter or part of a matter including the main motion or amendment, to take no current action on the matter, and to place the matter in the Board's records for future reference.

Motion to Refer means a motion to send a matter, including a main motion or amendment, to a Committee or person for more information or recommendation.

ONE Investment means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to the Board under the ONE Joint Investment Board Services Agreement made between the Board and ONE Investment.

Participating Municipality means each municipality for whom the Board acts as the Joint Investment Board under the terms of the ONE Joint Investment Board Agreement from time to time.

Point of Order means bringing to the attention of the Chair and Members that a person has broken a rule or made an error in procedure and asking that the Board follow the rules or that the error in procedure be corrected.

Point of Privilege means a request to the Chair and to the Board to immediately consider and take action to remedy a situation where a Member believes that another Member has spoken disrespectfully towards that Member or another Member, or who considers that his or her integrity or that of a Member or official has been impugned or questioned by a Member.

Recorded Vote means a vote for which the Secretary records all Members present and how they voted.

Secretary means the Secretary of the Board, or alternate Secretary of the Board.

Special Meeting means a meeting of the Board other than a regular Meeting, a continued Meeting, or a reconvened Meeting.

B. Conduct of Business

2. Principles of the procedure by-law

- (1) The following are the principles upon which the procedure by-law is based:
- (a) The majority of Members have the right to decide;
 - (b) The minority of Members have the right to be heard;

- (c) All Members have the right to information to help make decisions unless otherwise prevented by law;
 - (d) Members have a right to an efficient Meeting;
 - (e) All Members have the right to be treated with respect and courtesy; and
 - (f) All Members have equal rights, privileges and obligations.
- (2) This procedure by-law is to be interpreted in accordance with these principles.

3. Business conducted according to the by-law

The Board shall observe the rules in this by-law in all proceedings of the Board and its Committees.

C. Board Chair and Vice Chair

4. Appointment of Chair and Vice Chair

- (1) The Members shall appoint the Chair of the Board annually in accordance with section 4.11 of the Board's terms of reference and upon the resignation, death, disqualification or removal of the current Chair.
- (2) The Members shall appoint a Vice Chair from among the Members at the first meeting of the Board each year after the appointment of the Chair.

5. Duties of the Chair

The Chair of the Board:

- (1) shall preside at all Meetings of the Board;
- (2) may cancel and/or reschedule a regular Meeting of the Board or call a Special Meeting or Special Emergency Meeting of the Board as necessary;
- (3) shall represent the Board at public or official functions or designate another Member to do so; and
- (4) shall conduct the election of the Vice Chair of the Board.

6. Duties of Vice Chair

The Vice Chair of the Board has all the powers and shall perform all the duties of the Chair of the Board in the absence or inability or refusal of the Chair of the

Board to act, or if the Chair's office is vacant, together with any additional powers and duties as may be assigned by the Board from time to time.

D. Secretary of the Board

7. The Board Secretary

The Secretary of the Board and the alternate Secretary of the Board shall be appointed by ONE Investment.

8. Duties of the Secretary

The Secretary:

- (1) shall give notice of each regular Meeting of the Board together with an agenda of the matters to be considered so that the notice and agenda will reach the Members at their addresses as recorded in the Board's records at least five days in advance of the Meeting, where feasible;
- (2) shall give notice of each Special Meeting of the Board;
- (3) shall ensure that the Chair and Members, ONE Investment staff, the Treasurers of the Participating Municipalities and the public are given notice of all the Board and Committee Meetings;
- (4) shall record the Minutes of all the Board Meetings and the reports of all Committee Meetings;
- (5) shall forward the draft Minutes of all the Board Meetings to the Chair and Members, ONE Investment staff and the Treasurers of the Participating Municipalities;
- (6) shall arrange for posting of the Board's Minutes on the appropriate web site;
- (7) shall maintain records of the Board's terms of reference, minutes and reports of Meetings, copies of materials, by-laws and reports provided to and by the Board; and
- (8) shall disclose the Board's records as required under the *Municipal Freedom of Information and Protection of Privacy Act*.

Failure to give notice in accordance with Subsection 8(1) shall not affect the validity of the proceedings taken at the Meeting.

E. Board Meetings

9. Regular Meetings

- (1) Meetings of the Board shall be called by the Chair in consultation with ONE Investment and the Secretary.
- (2) Meetings of the Board shall be held at such place in Ontario (or any other place agreed to by the Board and ONE Investment) as is designated in the notice of meeting, or any other location deemed suitable by the Chair, acting on the advice of the Secretary and ONE Investment.
- (3) The Board shall hold a minimum of four Meetings each calendar year.
- (4) All Meetings shall be open to members of the public except when they are permitted to be closed under the Act.
- (5) If the Chair of the Board is of the opinion that there are exceptional circumstances pertaining to a Meeting of the Board, the Chair of the Board may determine that a Member or Members of the Board may participate electronically in a Meeting of the Board that is open to the public.
- (6) A Member of the Board who is participating electronically in a Meeting of the Board pursuant to Subsection 9(5) shall have all of the rights and obligations of the other Members, including the right to speak, ask questions, make motions and vote, but shall not be counted in determining whether or not a quorum of Members is present at any point in time.
- (7) During any period where an emergency has been declared to exist in all or part of a municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, and where a Member of the Board is unable to physically attend a Meeting of the Board due to the emergency, the Member of the Board may participate electronically in the Meeting of the Board, and
 - (a) notwithstanding Subsection 9(6), such Member of the Board who is participating electronically in the Meeting shall be counted in determining whether or not a quorum of Members is present at any point in time; and
 - (b) notwithstanding Subsection 9(5), such Member of the Board may participate electronically in a Meeting that is closed to the public and shall have all of the rights and obligations of the other Members, including the right to speak, ask questions, make motions and vote.

10. Absence of Chair and Vice Chair

In the absence of both the Chair and the Vice Chair for a period of more than fifteen minutes after the appointed time of the Meeting, if a Quorum is present, the Board shall appoint one of the other Members as Acting Board Chair. She or he shall discharge the duties of the Chair during the Meeting, or until the arrival of the Board Chair or Vice Chair.

11. Special Meetings

Special Meeting called by the Chair:

- (1) The Chair may call a Special Meeting of the Board provided that:
 - (a) Members are notified at least 48 hours before the scheduled beginning of the Special Meeting;
 - (b) the notice for the Special Meeting includes the time, date, and location of the Meeting;
 - (c) the notice states the purpose of the Meeting; and
 - (d) the notice is delivered either in person or sent by electronic mail to each Member.

No other Business Considered

- (2) At a Special Meeting, the Board shall consider only the business in the Notice of Special Meeting and no other business.

Special Meeting by Petition of the Members

- (3) (a) If the Secretary receives a petition signed by the majority of Members requesting a Special Meeting, the Secretary shall call a Special Meeting for the purpose, date and time the petition requests.
- (b) A petition under clause (a) of Subsection 11(3) must contain:
 - (1) the original signatures of the signing Members;
 - (2) a clear statement of the Meeting's purpose; and
 - (3) the time and date for the Meeting.
- (c) The Secretary shall give at least 48 hours' notice of the Special Meeting by Petition of the Members and the notice for this Meeting must be delivered in person or sent by electronic mail to each Member.

- (d) Failure of the Secretary to give the notice provided for in clause (a) of Subsection 11(1) or clause (c) of Subsection 11 (3) does not affect the validity of the proceedings taken in a Special Meeting.

Special Emergency Meeting

- (4) Despite Subsection 11(1), the Chair of the Board may call a Special Emergency Meeting of the Board without giving 48 hours' notice, whenever he or she considers it necessary to do so, if:
 - (a) all the Board Members are notified of the Meeting either personally, by electronic mail, or by any other means available, and
 - (b) a majority of the Board Members agree to the Meeting by giving written consent to the Secretary personally before the beginning of the Meeting.

12. Public Meetings and Closed Meetings

- (1) Subject to Subsection 12(2), all the Board and Committee Meetings shall be open to the public.
- (2) The Board or one of its Committees may close a Meeting to the public to discuss:
 - (a) the security of the property of the Board;
 - (b) personal matters about an identifiable individual, including a Board employee;
 - (c) a proposed or pending acquisition or disposition of land by the Board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before an administrative tribunal, affecting the Board;
 - (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) education or training of the Members, provided that no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Board or Committee;
 - (h) a matter in respect of which the Board or any Committee may hold a closed Meeting under the Act;

- (i) information explicitly supplied in confidence to the Board by Canada, a province or territory or a Crown agency of any of them;
- (j) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (k) a trade secret or scientific, technical, commercial or financial information that belongs to the Board and has monetary value or potential monetary value; or
- (l) a position, plan, procedure, criterion or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Board.

(3) The Board shall close a Meeting to the public to discuss:

- (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*; or
- (b) an ongoing investigation respecting the Board by the Ombudsman appointed under the *Ombudsman Act* or the Investigator appointed under subsection 239.2(1) of the Act.

(4) Meetings always begin and end in public

All Meetings shall begin and end in public.

(5) Motion details for closed Meetings

Before holding a closed Meeting, the Board shall pass a Motion to hold a closed Meeting.

The Motion shall state:

- (a) that the Meeting is a closed Meeting;
- (b) the general nature of the matter to be considered;
- (c) the specific provision of the Act under which each item is permitted to be considered in the closed Meeting; and
- (d) where the purpose is for education or training, that the Meeting is closed pursuant to section 239 (3.1) of the Act.

(6) When a closed Meeting becomes public

If the matter the Board is considering at a closed Meeting no longer falls into one of the categories set out in Subsection 12(2), the Meeting shall no longer be closed and shall continue in public.

(7) Voting and minutes in closed Meeting

The Members shall not vote in a closed Meeting and the Secretary shall not keep minutes except for:

- (a)** a procedural matter; or
- (b)** giving directions or instructions to an official of the Board or her or his designate.

All other actions taken in a closed Meeting shall be subsequently authorized by Motions and votes conducted in public at the same Meeting.

F. Board Agenda

13. (1) Agenda

The Secretary shall establish agenda deadlines and shall prepare, publish and distribute the agenda for regular Meetings of the Board, which shall include:

- (a)** any declarations of interest pursuant to the *Municipal Conflict of Interest Act*;
- (b)** confirmation of minutes (if available); and
- (c)** agenda Items.

(2) Agenda order

Unless otherwise decided by the Board, the Board shall consider the items on the agenda in the order in which they are listed on the agenda.

(3) Changes to agenda

The Board, without debate, may by a majority vote, make any alteration to the order of the agenda but may not delete any item from the agenda.

(4) Delivery to Members of agenda

The Secretary shall make the agenda available to the public after delivery of the agenda to the Members.

(5) Notice given by publishing agenda

The published agenda for the Board Meeting shall constitute notice of all business included in that agenda subject to other notice provisions in this by-law and any applicable legislation.

14. (1) Deadlines and content of the Board agenda

If the Secretary receives any of the following materials by the agenda deadline and the matters to which they relate are within the Board's mandate, the Secretary shall place them on the agenda for the next regular Board Meeting:

- (a) communications from Members;
- (b) communications from a Participating Municipality;
- (c) reports from agents, including consultants and advisors appointed by the Board and/or ONE Investment officials; and
- (d) communications related to a matter on the agenda.

(2) Supplementary Agenda

The Secretary shall add any report or communication after the regular agenda deadline to form a supplementary agenda if the Secretary decides that it either relates to or supplements the regular agenda business.

15. Late new business reports or communications

- (1) Subject to Subsection 15(2), if after the regular agenda deadline for the Board Meeting, the Secretary receives any of the following, the Secretary shall add them to the agenda for the next regular Board Meeting:
 - (a) new business reports from the Board or ONE Investment officials; and
 - (b) new business communications from a Member, a Committee or a Participating Municipality.
- (2) By majority vote of the Board, the Secretary shall add to the agenda new business reports or communications the Secretary receives after the agenda deadline for the Board Meeting.

16. Members' options for presenting communications

- (1) Members may present communications to the Board about:
 - (a) any matter on the Meeting agenda; or
 - (b) matters not on the Meeting agenda but within the Board's mandate.

- (2) In submitting communications under clause (b) of Subsection 16(1), Members must comply with any applicable notice requirements and must meet agenda deadlines.

G. Quorum

17. Quorum

- (1) A quorum of the Board is a majority of its Members.
- (2) If no Quorum is present fifteen minutes after the time appointed for a Meeting, the Secretary shall call the roll and record the names of the Members present. The Meeting shall then be adjourned until the next scheduled day of Meeting, or the next regular Meeting, or a Special Meeting at the call of the Chair in accordance with Section 11.

18. Absence of Quorum during a Meeting

If a Quorum is lost and is not present during a Board or Committee Meeting for a period of more than fifteen consecutive minutes, the Secretary shall record the names of those Members present and the Meeting shall stand adjourned until the next scheduled day of Meeting, or the next regular Meeting, or a Special Meeting at the call of the Chair in accordance with Section 11, and the Meeting shall not continue on an informal basis.

H. Order and Decorum and Conduct of Members

19. Chair to maintain order

The Chair:

- (1) shall maintain order and preserve the decorum of the Meeting;
- (2) shall rule upon points of order and points of privilege without debate or comment;
- (3) shall rule upon all other procedural matters, acting on the advice of the Secretary where necessary;
- (4) shall determine which Member has the right to speak;
- (5) shall determine when all Members who wish to speak on a Motion have spoken and that the Members are ready to vote, and shall then put the Motion to a vote;
- (6) shall rule whether a Motion or proposed amendment is in order;

- (7) may call a Member to order; and
- (8) if considered necessary because of grave disorder, may adjourn or recess the Meeting for a specified time.

20. Improper conduct

The Chair has the right to expel, or exclude, from any Meeting, any person who disrupts the proceedings of the Meeting.

21. Members' responsibilities during a Meeting

Members are responsible for:

- (1) attending scheduled Meetings;
- (2) carefully considering and making decisions about Board business;
- (3) voting on Motions put to a vote;
- (4) respecting the rules of this by-law;
- (5) speaking respectfully at all times;
- (6) listening attentively, participating in a Meeting, and not interrupting the proceedings;
- (7) refraining from using any offensive, disrespectful or unparliamentary language about any Member, any member of the public, any Board or ONE Investment official, or the Board as a whole;
- (8) speaking only on the matter under debate or related Motions during debate; and
- (9) respecting the confidentiality of matters discussed in closed Meetings and not disclosing the subject or substance of those discussions, unless authorized to do so by the Board.

22. Removing and reinstating a disciplined Member

- (1) In addition to the right to remove any Member in accordance with section 2.1 of the Board's terms of reference, in the event that any Member persists in a breach of Section 21 after having been called to order by the Chair, the Chair has the right to not recognize that Member, except for the purpose of receiving an apology from the Member tendered at that Meeting or any subsequent Meeting.

I. Rules of Debate

23. (1) **Order of speaking**

The Chair shall maintain a list of Members who have requested to speak or to ask questions, and the Chair shall call on Members to speak or to ask questions in the order in which they appear on the list.

(2) **Time Limit**

No Member may speak for longer than five minutes on a question without the Chair's permission.

(3) **Questioning not to be statements**

Questions must be clear and concise and may not be used to make statements or assertions.

(4) **Questioning of Members and Officials**

Members may question only:

- (a) the Chair;
- (b) an official of the Board or ONE Investment;
- (c) the previous speaker, if that speaker has moved a Motion, for clarification of the Motion only; and
- (d) members of the public, for clarification purposes.

(5) **Member not to ask the same question**

The Chair may rule a question out of order if a Member has already asked substantially the same question in the same form.

(6) **Every Member has a chance to speak before a second round**

A Member may speak or ask questions only once until every Member who wishes to speak or ask questions has done so.

J. Points of Order and Privilege

24. **Permitting statements by an Official of the Board when integrity questioned**

When the Chair or a Member considers the integrity of an official of the Board or ONE Investment has been impugned or questioned by a Member, the Chair may

permit the official of the Board or ONE Investment to make a statement to the Meeting.

25. Point of Order or Privilege

(1) Member May Present

If the Chair agrees, a Member may present a Point of Order or a Point of Privilege at any time and must sit back down or remain in his or her seat after doing so.

(2) No Debate or Amendment

The Board or a Committee shall not debate or amend a Point of Order or a Point of Privilege.

(3) Chair to Immediately Rule

(a) The Chair shall immediately rule on the Point of Order or the Point of Privilege and shall give reasons for the ruling.

(b) The Chair's ruling shall be deemed final unless it is appealed.

(4) When a Member may Appeal the Chair's Ruling

Immediately following the Chair's ruling, a Member may make a Motion to appeal that ruling, despite another Member having the floor.

(5) No Debate or Amendment on Motion to Appeal

Members shall not debate or amend a Motion to appeal.

(6) Steps Taken After Motion to Appeal

When a Member makes a Motion to appeal, the Chair:

(a) shall ask the Members, "Is the ruling of the Chair upheld?"; and

(b) shall immediately put the Motion to appeal to a vote.

The Board's decision is final if the Chair's decision is upheld.

(7) Chair's statement of authoritative rules is final

If the Chair states or reads a rule from this procedure by-law or legislation, the Chair has not made a ruling and no Member shall make a Motion to appeal.

K. Public Presentations at Board Meetings

26. (1) Any person may address the Board

Subject to Subsection 26(2), any person may address the Meeting on an item on the Board's agenda.

(2) Register to speak

Any person may address the Meeting on any agenda item by notifying the Secretary by 12:00 p.m. on the day before the Meeting. If other persons wish to speak to an item on the Board's agenda, the Board may hear from them without additional notice

(3) Time allotted for speaking

Unless the Chair decides otherwise, a person may only address the Meeting for a maximum of five minutes.

L. Motions

27. General rules on making Motions

(1) Purpose of Motions

A Member may make a Motion that:

- (a)** affects the Meeting's procedures, as set out in this by-law; or
- (b)** proposes action on the matter that is currently before the Meeting for debate.

(2) Withdrawing a Motion

After a Member has made a Motion, the Member may only withdraw it with the consent of the Chair.

(3) No seconder required

A Motion does not require a seconder.

(4) Motions not in mandate of the Board

A Motion relating to a matter not within the jurisdiction of the Board is out of order.

(5) Motions and their order

- (a) A Member may make any Motion listed in clause (b) of Subsection 27(5) at any time when the Member has the floor.
- (b) The Board shall consider Motions in the following order:
 - (1) Motion to amend the agenda;
 - (2) Motion to adjourn;
 - (3) Motion to recess;
 - (4) Motion to end debate;
 - (5) Motion to extend debate;
 - (6) Motion to limit debate;
 - (7) Motion to fix a time for a reconvened Meeting;
 - (8) Motion to reopen or reconsider;
 - (9) Motion to refer;
 - (10) Motion to defer;
 - (11) Motion to amend; and
 - (12) Main motion.

(6) Procedural Motions voted on first

A procedural Motion shall take precedence over any other Motion and shall be put immediately to a vote following its debate.

28. Motion to adjourn

(1) When a Motion to adjourn is not in order

A Motion to adjourn a Board or Committee Meeting shall always be in order except:

- (a) when another Member is speaking;
- (b) when a vote has been called;
- (c) when the Members are voting; or
- (d) when a Member has indicated to the Chair his or her desire to speak on the matter before the Board.

(2) Motion to adjourn to be voted on immediately

The Members shall vote immediately on a Motion to adjourn and any amendments to that Motion, without debate.

(3) Motion to End Debate

- (a)** A Member who has the floor may make a Motion to end debate on the matter then under debate at any time during debate.
- (b)** A Motion to end debate:
 - (1)** is not debatable;
 - (2)** cannot be amended; and
 - (3)** is carried by a two-thirds vote of Members present.
- (c)** A Motion to end debate shall be put to a vote immediately.
- (d)** If a Motion to end debate passes, the matter before the Board, including the main Motion and any amendment, shall immediately be put to a vote.
- (e)** If a Motion to end debate fails to pass, the Member who made the Motion to end debate shall not speak again on the matter.

29. Motion to refer or defer - limited debate

The Members may debate a Motion to refer, or a Motion to defer, only on the desirability of referring or deferring and the terms of the referral or deferral.

30. Motion to refer or defer

- (1)** A Member who makes a Motion to refer shall include in the Motion:
 - (a)** the name of the Committee, body or official to whom the Motion is to be referred;
 - (b)** the subject matter or question to be investigated; and
 - (c)** the time period within which the matter will be reported back to the Board or Committee.
- (2)** A Member who makes a Motion to defer shall include in the Motion:
 - (a)** the time to which the matter is to be deferred, or a description of circumstances that cause the Motion to be brought back; and

- (b) an explanation of the Motion's purpose.

31. Motion to consider matter previously deferred requires two-thirds vote

A Motion that the Board consider a matter which is solely within its jurisdiction and that has been previously deferred indefinitely or to a time or eventuality which has not yet been reached or occurred, shall be presented only if the Board decides in favour, by a two-thirds vote of the Members present and voting. Only the Board, and not a Committee, can vote on such a motion.

32. Reconsideration of matter previously decided by the Board

- (1) Subject to Subsection 32(2), once a decision has been made at a Meeting, no Member may make a Motion that would change the decision within the twelve-month period following the decision.
- (2)
 - (a) A Member who voted with the prevailing side on a matter may make a Motion to reconsider the matter originally decided at the same Meeting, or at a subsequent Meeting at which the matter is to be reconsidered.
 - (b) A Motion to reconsider made under clause (a) of Subsection 32(2) requires the consent of the Board on a two-thirds vote of the Members present to pass. Only the Board, and not a Committee, can vote on this matter.
- (3) A Motion to reconsider a matter:
 - (a) is not debatable; and
 - (b) may not be amended.
- (4) If a Motion to reconsider a matter passes, all previous decisions on the matter remain in force, unless a majority of the Members present at the Meeting decides otherwise.

M. Votes

33. (1) (a) Members present must vote

Every Member present at a Meeting must vote on every matter put to a vote, except any Member who declares a conflict of interest and removes himself or herself from the vote.

(b) Not voting is a negative vote

The Secretary shall record as voting in the negative any Member present at a Meeting who does not vote, except a Member who has declared a conflict of interest.

(2) Majority vote required for Motion to pass

Unless this by-law specifies otherwise, a Motion passes when a majority of Members present vote for it.

(3) Motion fails with tied votes

A Motion does not pass if the same number of Members vote for it as vote against it.

(4) Recorded vote

- (a)** A Member may request a recorded vote on any matter and must make the request immediately before or after the vote is taken.
- (b)** If the request for a recorded vote is made immediately after the vote is taken, the first vote is nullified and a second, recorded vote must be held.
- (c)** When a Member requests a recorded vote the Secretary shall record the name and vote of every Member on the matter.

34. Separate votes

- (1)** If a matter under consideration contains distinct proposals, a Member may request that Members vote on each proposal separately.
- (2)** If the Chair agrees that the matter contains distinct proposals, the Chair shall rule that Members vote on each proposal separately.

35. Order of voting

Unless the Chair decides otherwise, when a vote is taken the order of the vote shall be as follows:

- (1)** Motion to Refer;
- (2)** Motion to Defer;
- (3)** Motion to Receive for Information;

- (4) Amendments in the reverse order of presentation, dealing with an amendment to an amendment immediately before the amendment it proposes to amend; and
- (5) Motion to adopt or Motion to adopt as amended, if any amendments have carried

N. Disclosures of Pecuniary Interest

36. Member's Duty to Disclose a Pecuniary Interest

- (1) Where a Member, either on his or her own behalf or while acting for, by, with or through another person, including the Member's Spouse, Parent or Child, has any pecuniary interest, direct or indirect, in any matter and is present at the Meeting at which the matter is the subject of consideration, the Member shall, in accordance with the *Municipal Conflict of Interest Act*:
 - (a) prior to any consideration of the matter at the Meeting, disclose the Member's interest and the general nature thereof;
 - (b) not take part in the discussion of, or vote on any question in respect to the matter; and
 - (c) not attempt in any way, whether before, during or after the meeting, to influence the voting on the matter.
- (2) Members shall provide a written statement of the interest and its general nature to the Secretary either at the Meeting in which the interest is disclosed or as soon as possible thereafter.
- (3) Where a Meeting is closed, in addition to complying with the requirements of the *Municipal Conflict of Interest Act*, the Member shall forthwith leave the Meeting or the part of the Meeting during which the matter is under consideration.
- (4) Where the interest of the Member has not been disclosed by reason of the Member's absence from a particular Meeting, the Member shall disclose the Member's interest and otherwise comply at the first Meeting of the Board or Committee, as the case may be, attended by the Member after the particular Meeting.
- (5) The Secretary shall record in reasonable detail the particulars of any disclosure of pecuniary interest made by a Member, and that record shall appear in the Minutes or Record of that Meeting.

- (6) The Secretary shall maintain a registry of statements filed under Subsection 36(2) and records made under Subsection 36(5) of this by-law which shall be available for public inspection.

O. Committees of the Board

37. (1) The Board may establish Committees, appoint Committee Members and assign duties to the Committees as it may desire, and the reports of all the Committees, unless otherwise decided by the Board shall be submitted to the Board for consideration at its next Meeting, where feasible.
- (2) The Board, as soon as feasible, shall establish the Committees and designate the Chairs of the Committees. The Chair of each Committee must be a Member of the Board.

P. Minutes of Board Meetings

38. (1) **Secretary submits minutes to next regular Meeting**

The Secretary shall prepare the minutes of every Board Meeting for submission for confirmation or approval as amended, at the next Meeting of the Board, or as soon as is reasonably feasible, and after the Meeting adopts the minutes, the Chair shall sign them.

(2) **Publication of the Draft Minutes and Sending of Correspondence**

The Secretary may post the draft minutes on the Board's website as soon as possible after the Meeting and may prepare and send correspondence based on the draft minutes.

39. **Security of Records of Board and Committee Proceedings**

The Secretary shall maintain the records of the Board and Committee proceedings in a safe and convenient place connected with the Secretary's office.

Q. Waiving of By-law Provisions

40. **Waiver of rules**

- (1) Subject to Subsection 40(2), a Motion to waive, or not to follow a rule of procedure established by this by-law on a one-time basis requires a two-thirds vote of the Members present.

Rules that cannot be waived

- (2) The Board cannot waive the following rules:
- (a) Meetings open to the public and closed meetings (Section 12);
 - (b) Quorum necessary for the Board and Committee Meetings (Section 17);
 - (c) Reconsidering decisions (Section 32);
 - (d) Two-thirds vote required to waive the rules (Section 40); and
 - (e) Amending or repealing this by-law (Section 41).

R. Amendments to By-law

41. Two-thirds vote required

- (1) A Motion to amend or repeal this by-law requires a two-thirds vote of the Members present to carry.

Notice to be given at previous Board Meeting

- (2) The Board shall only consider amendments or repeal of this by-law at a Meeting if notice of the proposed amendment or repeal was given at a previous regular Meeting.

S. Effective Date

42. This by-law shall come into force on 2020.

Enacted and passed on 2020.

Chair

Secretary

ONE Joint Investment Board Code of Conduct

POLICY STATEMENT

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“**ONE JIB**”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “**ONE JIB Agreement**”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

APPLICATION

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members of ONE JIB. This includes, but is not limited to, the conduct of ONE JIB Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member of ONE JIB;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the ONE JIB Member has been expressly invited or is participating as a representative of ONE JIB.

PURPOSE

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “**Act**”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) “**Act**” means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) “**Child**” means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) “**Committee**” means a committee or sub-committee established by ONE JIB;
- (d) “**Confidential Information**” means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
 - (i) any such information provided orally, in writing or electronically, and
 - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) “**Integrity Commissioner**” means the Integrity Commissioner appointed by ONE JIB;
- (f) “**Member**” means a member of ONE JIB, including the Chair;
- (g) “**MNPI**” means material non-public information;
- (h) “**Non-pecuniary Interest**” means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered

by a reasonable person, apprised of all the circumstances, as being likely to influence the Member's decision in any matter in which the Non-pecuniary Interest arises;

- (i) **"ONE Investment"** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **"ONE JIB"** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **"Parent"** means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;
- (l) **"Participating Municipalities"** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **"Pecuniary Interest"** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **"Spouse"** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;

- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
 - (i) *Criminal Code*,
 - (ii) *Municipal Act, 2001*,
 - (iii) *Municipal Conflict of Interest Act*,
 - (iv) *Municipal Freedom of Information and Protection of Privacy Act*,
 - (v) *Occupational Health and Safety Act*,
 - (vi) *Human Rights Code*,
 - (vii) *Securities Act*,
 - (viii) *ONE JIB Procedure By-law*; and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 GENERAL DUTIES

- 3.1 In exercising her or his powers and discharging her or his duties as a Member, each Member shall:
- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
 - (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (c) refrain from making:
 - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and

- (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

4.0 CONDUCT AT MEETINGS

- 4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.
- 5.2 Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.
- 5.3 Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.
- 5.4 Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.
- 5.5 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered "confidential information." Any use of MNPI to make an investment decision or recommendation or to "tip" others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.

- 5.6 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.7 Members shall not disclose, use or release information in contravention of applicable privacy laws.

6.0 STAFF AND ONE JIB RELATIONS

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
 - (i) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
 - (ii) attempt to intimidate, threaten, or influence any staff member from carrying out that person's duties, including any duty to disclose improper activity;
 - (c) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

7.0 DISCRIMINATION AND HARASSMENT

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.
- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

8.0 USE OF ONE JIB PROPERTY

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.
- 8.2 By virtue of her or his office or appointment, a Member shall not:
- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
 - (b) seek financial gain for herself or himself, or of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
 - (c) use any information she or he may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

9.0 CONFLICTS OF INTEREST

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other, Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:
 - (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
 - (b) would expect to interfere with the Member's exercise of independent judgment.

10.0 BUSINESS RELATIONS

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:

- (a) disclose those circumstances to the Chair; and
- (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
- (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
 - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
 - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

11.0 IMPROPER USE OF INFLUENCE

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.
- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

12.0 GIFTS AND BENEFITS

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of her or his duties.

- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
- (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) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
 - (d) a suitable memento at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by:
 - (i) provincial, regional or local governments or political subdivisions of them,
 - (ii) the federal government,
 - (iii) a foreign government within a foreign country,
 - (iv) Association of Municipalities of Ontario,
 - (v) Local Authority Services,
 - (vi) Municipal Finance Officers' Association of Ontario,
 - (vii) CHUMS Financing Corporation,
 - (viii) ONE Investment, or
 - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;
 - (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
 - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;

- (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
 - (iii) the value is reasonable and the invitations infrequent;
 - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
 - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of her or his duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$300, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$300, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
 - (b) its source and date of receipt;
 - (c) the circumstances under which it was given or received;
 - (d) its estimated value;
 - (e) what the Member intends to do with the gift or benefit; and
 - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether 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. In the event that the Integrity Commissioner makes this

preliminary determination, she or he shall call upon the Member to justify receipt of the gift or benefit.

- 12.7 Should the Integrity Commissioner determine that receipt was inappropriate, she or he may direct the Member to return the gift or benefit, reimburse the donor for the value of the gift or benefit if already consumed, or forfeit the gift or benefit or remit the value of the gift or benefit if already consumed to ONE JIB or ONE Investment.
- 12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$500 or gifts and benefits worth in the aggregate in excess of \$500 from one source during a calendar year.

13.0 COMMUNICATION

- 13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or her or his delegate.

14.0 ELECTION ACTIVITY

- 14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

15.0 INTEGRITY COMMISSIONER'S ADVICE

- 15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.
- 15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

16.0 RESPONSIBILITIES

16.1 Members shall:

- (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and
- (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.

16.2 The Integrity Commissioner shall:

- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;
- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

17.0 CONTRAVENTION

17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and applications under section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.

17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.

17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of her or his services on ONE JIB for a period up to 90 days.

17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;
- (c) be removed from or not be appointed to the membership on a Committee;
- (d) be removed from or not be appointed as chair of a Committee; and
- (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

18.0 COMPLAINT PROTOCOL

18.1 The Complaint Protocol is Appendix “A” to this Code of Conduct and applies to Complaints (as defined in Appendix “A”) under this Code of Conduct and the *Municipal Conflict of Interest Act*.

APPENDIX “A”

**ONE JOINT INVESTMENT BOARD CODE OF CONDUCT
COMPLAINT PROTOCOL**

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.

4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
 - (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
 - (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
 - (b) the application shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.

- (3) Complainants who file a formal Complaint under Sections 5.(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

Filing of Complaint and Classification by Integrity Commissioner

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin
Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Email: jmascarin@airdberlis.com
Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

Lack of Jurisdiction

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

Limitation Period

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.
- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:
 - (a) is frivolous or vexatious,
 - (b) is not made in good faith,
 - (c) constitutes an abuse of process,
 - (d) discloses no grounds or insufficient grounds for an investigation,
 - (e) does not warrant a full investigation, or
 - (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

Opportunities for Resolution

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
 - (a) provide the Member with a copy of the Complaint but not disclose:
 - (i) the identity of the complainant, or
 - (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,

unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
 - (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
- (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
- (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
- (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
- (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.

- (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.
- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.

- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

Authority to Abridge or Extend

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend any timeline or time limit therein if the Integrity Commissioner considers it, in his or her sole and absolute discretion, to be in the public interest.

Investigation Report

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at his or her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

Findings

- 16.(1) If the Integrity Commissioner determines that:
- (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:

- (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
- (ii) it was trivial,
- (iii) it was committed through inadvertence, or
- (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
 - (a) considers it appropriate, once he or she has concluded the investigation under Section 5(2), he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
 - (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for his or her decision under Section 16(2).

Report to ONE JIB

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of ONE JIB

- 18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

Public Disclosure

- 19.(1) The Integrity Commissioner and every person acting under his or her instructions shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.

- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.
- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

Delegation by Integrity Commissioner

- 20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Committees

- 21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full address)
and may be contacted at telephone: _____ and email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of Member),

a member of ONE Joint Investment Board has contravened the following section(s) of the Code of Conduct of ONE Joint Investment Board: _____. The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at)

the _____ of _____ on)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

Municipal Conflict of Interest Act – Complaint Form # 2**STATUTORY DECLARATION**

I, _____ (first and last name),
of the _____ in the Province of
Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of Member),
a member of ONE Joint Investment Board, has contravened the following section(s) of the
Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50: _____.

3. I became aware of the facts constituting the alleged contravention not more than six (6)
weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by ONE
Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at _____)

the _____ of _____ on _____)

_____ (date) _____)

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the
Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

Municipal Act, 2001

S.O. 2001, CHAPTER 25

Consolidation Period: From March 19, 2020 to the [e-Laws currency date](#).

Last amendment: 2020, c. 4, s. 1, 2.

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Municipal service boards

Power to establish municipal service boards

196 (1) Without limiting sections 9, 10 and 11, those sections authorize a municipality to establish a municipal service board and to provide for the following matters:

1. The name, composition, quorum and budgetary process of the board.
2. The eligibility of persons to hold office as board members.
3. The manner of selecting board members, the resignation of members, the determination of when a member's seat becomes vacant and the filling of vacancies.
4. The term of office and remuneration of board members.
5. The number of votes of the board members.
6. The requirement that the board follow rules, procedures and policies established by the municipality.
7. The relationship between the municipality and the board, including their financial and reporting relationship. 2006, c. 32, Sched. A, s. 87.

Restriction

(2) A municipal service board must be composed of at least two members. 2006, c. 32, Sched. A, s. 87.

Same, election of members

(3) A municipality cannot require any member of a municipal service board to be elected to that office under the *Municipal Elections Act, 1996*. 2006, c. 32, Sched. A, s. 87.

Same, term of office

(4) The term of office of a member of a municipal service board cannot exceed four years but members may be eligible for appointment for more than one term. 2006, c. 32, Sched. A, s. 87.

Same

(5) Despite subsection (4), the term of office of a member continues until his or her successor becomes a member of the board. 2006, c. 32, Sched. A, s. 87.

Same

(6) Except as otherwise provided by subsections (2) to (4), the following provisions apply with necessary modifications to a municipal service board and its members as if they were council and members of council: section 242, clauses 259 (1) (c) to (h) and sections 260, 264 and 265. 2006, c. 32, Sched. A, s. 87.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 87 - 01/01/2007

Status of municipal service boards

197 (1) A municipal service board is a body corporate unless the municipality provides otherwise when establishing the board. 2006, c. 32, Sched. A, s. 87.

Agency

(2) A municipal service board is an agent of the municipality. 2006, c. 32, Sched. A, s. 87.

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Local board

(3) A municipal service board is a local board of the municipality for all purposes. 2006, c. 32, Sched. A, s. 87.

Non-application of *Corporations Act*, etc.

(4) The *Corporations Act* and the *Corporations Information Act* do not apply to a municipal service board that is a body corporate. 2006, c. 32, Sched. A, s. 87.

Note: On the day subsection 4 (1) of the *Not-for-Profit Corporations Act, 2010* comes into force, subsection 197 (4) of the Act is repealed and the following substituted: (See: 2017, c. 20, Sched. 8, s. 99 (2))

Non-application of Acts

(4) The *Not-for-Profit Corporations Act, 2010* and the *Corporations Information Act* do not apply to a municipal service board that is a body corporate. 2017, c. 20, Sched. 8, s. 99 (2).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 87 - 01/01/2007

2017, c. 20, Sched. 8, s. 99 (2) - not in force

Functions of municipal service boards

198 (1) A municipality may give a municipal service board the control and management of such services and activities of the municipality as the municipality considers appropriate and shall do so by delegating the powers and duties of the municipality to the board in accordance with this Act. 2006, c. 32, Sched. A, s. 87.

Powers and duties

(2) The following provisions apply with necessary modifications to a municipal service board, except as otherwise provided by by-law:

1. Section 9.
2. Part XIV (Enforcement), except sections 433, 434, 442 and 447.1.
3. Part XV (Municipal Liability). 2006, c. 32, Sched. A, s. 87.

Restriction

(3) A power provided to a municipal service board under subsection (2) is subject to any limits on and duties related to the power and to any procedural requirements, including conditions, approvals and appeals which apply to the power. 2006, c. 32, Sched. A, s. 87.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 87 - 01/01/2007

199-201 REPEALED: 2006, c. 32, Sched. A, s. 87.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 87 - 01/01/2007

Joint municipal service boards

202 (1) Two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board. 2001, c. 25, s. 202 (1).

Same

(2) Different participating municipalities may give control and management of different municipal services to the same joint municipal service board and may give control and management of different aspects of the same municipal service to the same joint municipal service board. 2001, c. 25, s. 202 (2).

Powers, etc.

(3) Subject to subsections (4) and (5), the provisions of this Act that apply to municipal service boards also apply with necessary modifications to joint municipal service boards. 2001, c. 25, s. 202 (3).

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Consent required

(4) Except where otherwise specifically provided in any Act, an action of a municipality related to an existing or proposed joint municipal service board is of no effect unless the municipality obtains the consent of all the other participating municipalities of which the board is a local board or will be a local board as a result of the action. 2001, c. 25, s. 202 (4).

Exception

(5) Despite subsection (4), an agreement under subsection (1) may provide for circumstances where the consent of the other participating municipalities is not required under subsection (4) or where only the consent of the municipalities specified in the agreement is required under subsection (4). 2001, c. 25, s. 202 (5).

PART V.1 ACCOUNTABILITY AND TRANSPARENCY

Definitions

223.1 In this Part,

“code of conduct” means a code of conduct described in section 223.2; (“code de déontologie”)

“grant recipient” means a person or entity that receives a grant directly or indirectly from the municipality, a local board or a municipally-controlled corporation; (“bénéficiaire d’une subvention”)

“local board” means a local board other than,

- (a) a society as defined in subsection 2 (1) of the *Child, Youth and Family Services Act, 2017*,
- (b) a board of health as defined in subsection 1 (1) of the *Health Protection and Promotion Act*,
- (c) a committee of management established under the *Long-Term Care Homes Act, 2007*,
- (d) a police services board established under the *Police Services Act*,

Note: On a day to be named by proclamation of the Lieutenant Governor, clause (d) of the definition of “local board” in section 223.1 of the Act is repealed and the following substituted: (See: 2019, c. 1, Sched. 4, s. 33 (7))

- (d) a police service board established under the *Community Safety and Policing Act, 2019*,
- (e) a board as defined in section 1 of the *Public Libraries Act*,
- (f) a corporation established in accordance with section 203,
- (g) such other local boards as may be prescribed; (“conseil local”)

“municipally-controlled corporation” means a corporation that has 50 per cent or more of its issued and outstanding shares vested in the municipality or that has the appointment of a majority of its board of directors made or approved by the municipality, but does not include a local board as defined in subsection 1 (1); (“société contrôlée par la municipalité”)

“public office holder” means,

- (a) a member of the municipal council and any person on his or her staff,
- (b) an officer or employee of the municipality,
- (c) a member of a local board of the municipality and any person on his or her staff,
- (d) an officer, director or employee of a local board of the municipality, and
- (e) such other persons as may be determined by the municipality who are appointed to any office or body by the municipality or by a local board of the municipality. (“titulaire d’une charge publique”) 2006, c. 32, Sched. A, s. 98; 2007, c. 8, s. 218 (5); 2017, c. 14, Sched. 4, s. 23 (3).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2007, c. 8, s. 218 (5) - 01/07/2010

2017, c. 14, Sched. 4, s. 23 (3) - 30/04/2018

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

2018, c. 3, Sched. 5, s. 35 (7) - no effect - see 2019, c. 1, Sched. 3, s. 5 - 26/03/2019

2019, c. 1, Sched. 4, s. 33 (7) - not in force

Code of conduct

223.2 (1) A municipality shall establish codes of conduct for members of the council of the municipality and of its local boards. 2017, c. 10, Sched. 1, s. 18.

Same

(2) Without limiting sections 9, 10 and 11, those sections authorize the municipality to establish codes of conduct. 2017, c. 10, Sched. 1, s. 18.

No offence or administrative penalty

(3) A by-law cannot provide that a member who contravenes a code of conduct is guilty of an offence or is required to pay an administrative penalty. 2017, c. 10, Sched. 1, s. 18.

Regulations

(4) The Minister may make regulations prescribing one or more subject matters that a municipality is required to include in a code of conduct. 2017, c. 10, Sched. 1, s. 18.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2017, c. 10, Sched. 1, s. 18 - 01/03/2019

Integrity Commissioner

223.3 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by 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 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

Provision for functions if no Commissioner appointed

(1.1) If a municipality has not appointed a Commissioner under subsection (1), the municipality shall make arrangements for all of the responsibilities set out in that subsection to be provided by a Commissioner of another municipality. 2017, c. 10, Sched. 1, s. 19 (2).

Provision for functions if responsibility not assigned

(1.2) If a municipality has appointed a Commissioner under subsection (1), but has not assigned functions to the Commissioner with respect to one or more of the responsibilities set out in that subsection, the municipality shall make arrangements for those responsibilities to be provided by a Commissioner of another municipality. 2017, c. 10, Sched. 1, s. 19 (2).

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

Powers and duties

(2) Subject to this Part, in carrying out the responsibilities described in subsection (1), the Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 98.

Request for advice shall be in writing

(2.1) A request by a member of council or of a local board for advice from the Commissioner under paragraph 4, 5 or 6 of subsection (1) shall be made in writing. 2017, c. 10, Sched. 1, s. 19 (3).

Advice shall be in writing

(2.2) If the Commissioner provides advice to a member of council or of a local board under paragraph 4, 5 or 6 of subsection (1), the advice shall be in writing. 2017, c. 10, Sched. 1, s. 19 (3).

Content of educational information

(2.3) If the Commissioner provides educational information to the public under paragraph 7 of subsection (1), the Commissioner may summarize advice he or she has provided but shall not disclose confidential information that could identify a person concerned. 2017, c. 10, Sched. 1, s. 19 (3).

Delegation

(3) The Commissioner may delegate in writing to any person, other than a member of council, any of the Commissioner's powers and duties under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(4) The Commissioner may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 98.

Status

(5) The Commissioner is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 98.

Indemnity

(6) A municipality shall indemnify and save harmless the Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority. 2017, c. 10, Sched. 1, s. 19 (4).

Interpretation

(7) For greater certainty, nothing in this section affects the application of section 448 with respect to a proceeding referred to in subsection (6) of this section. 2017, c. 10, Sched. 1, s. 19 (4).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2017, c. 10, Sched. 1, s. 19 (1-4) - 01/03/2019

Inquiry by Commissioner

223.4 (1) This section applies if the Commissioner conducts an inquiry under this Part,

- (a) in respect of a request made by council, a member of council or a member of the public about whether a member of council or of a local board has contravened the code of conduct applicable to the member; or
- (b) in respect of a request made by a local board or a member of a local board about whether a member of the local board has contravened the code of conduct applicable to the member. 2006, c. 32, Sched. A, s. 98.

Powers on inquiry

(2) The Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case those sections apply to the inquiry. 2009, c. 33, Sched. 6, s. 72 (1).

Information

(3) The municipality and its local boards shall give the Commissioner such information as the Commissioner believes to be necessary for an inquiry. 2006, c. 32, Sched. A, s. 98.

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

Same

(4) The Commissioner is entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the municipality or a local board that the Commissioner believes to be necessary for an inquiry. 2006, c. 32, Sched. A, s. 98.

Penalties

(5) The municipality may impose either of the following penalties on a member of council or of a local board if the Commissioner reports to the municipality that, in his or her opinion, the member has contravened the code of conduct:

1. A reprimand.
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of council or of the local board, as the case may be, for a period of up to 90 days. 2006, c. 32, Sched. A, s. 98.

Same

(6) The local board may impose either of the penalties described in subsection (5) on its member if the Commissioner reports to the board that, in his or her opinion, the member has contravened the code of conduct, and if the municipality has not imposed a penalty on the member under subsection (5) in respect of the same contravention. 2006, c. 32, Sched. A, s. 98.

Termination of inquiry when regular election begins

(7) If the Commissioner has not completed an inquiry before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day. 2017, c. 10, Sched. 1, s. 20.

Same

(8) If an inquiry is terminated under subsection (7), the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced. 2017, c. 10, Sched. 1, s. 20.

Other rules that apply during regular election

(9) The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board. 2017, c. 10, Sched. 1, s. 20.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2009, c. 33, Sched. 6, s. 72 (1) - 01/06/2011

2017, c. 10, Sched. 1, s. 20 - 01/03/2019

Inquiry by Commissioner re s. 5, 5.1 or 5.2 of *Municipal Conflict of Interest Act*

223.4.1 (1) This section applies if the Commissioner conducts an inquiry under this Part in respect of an application under subsection (2). 2017, c. 10, Sched. 1, s. 21.

Application

(2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest may apply in writing to the Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1 or 5.2 of that Act by a member of council or a member of a local board. 2017, c. 10, Sched. 1, s. 21.

No application for inquiry during regular election

(3) No application for an inquiry under this section shall be made to the Commissioner during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act. 2017, c. 10, Sched. 1, s. 21.

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

Timing

(4) An application may only be made within six weeks after the applicant became aware of the alleged contravention. 2017, c. 10, Sched. 1, s. 21.

Exception

(5) Despite subsection (4), an application may be made more than six weeks after the applicant became aware of the alleged contravention if both of the following are satisfied:

1. The applicant became aware of the alleged contravention within the period of time starting six weeks before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act.
2. The applicant applies to the Commissioner under subsection (2) within six weeks after the day after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*. 2017, c. 10, Sched. 1, s. 21.

Content of application

(6) An application shall set out the reasons for believing that the member has contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* and include a statutory declaration attesting to the fact that the applicant became aware of the contravention not more than six weeks before the date of the application or, in the case where an applicant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection (5), a statutory declaration attesting to the fact that the applicant became aware of the alleged contravention during that period of time. 2017, c. 10, Sched. 1, s. 21.

Inquiry

(7) The Commissioner may conduct such inquiry as he or she considers necessary. 2017, c. 10, Sched. 1, s. 21.

Public meeting

(8) If the Commissioner decides to conduct an inquiry, the Commissioner may have a public meeting to discuss the inquiry. 2017, c. 10, Sched. 1, s. 21.

Powers on inquiry

(9) The Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case those sections apply to the inquiry. 2017, c. 10, Sched. 1, s. 21.

Information

(10) The municipality and its local boards shall give the Commissioner such information as the Commissioner believes to be necessary for an inquiry. 2017, c. 10, Sched. 1, s. 21.

Same

(11) The Commissioner is entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the municipality or a local board that the Commissioner believes to be necessary for an inquiry. 2017, c. 10, Sched. 1, s. 21.

Termination of inquiry when regular election begins

(12) If the Commissioner has not completed an inquiry before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day. 2017, c. 10, Sched. 1, s. 21.

Same

(13) If an inquiry is terminated under subsection (12), the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person who made the application or the member or former member whose conduct is concerned applies in writing to the Commissioner for the inquiry to be carried out. 2017, c. 10, Sched. 1, s. 21.

Timing

(14) The Commissioner shall complete the inquiry within 180 days after receiving the completed application, unless the inquiry is terminated under subsection (12). 2017, c. 10, Sched. 1, s. 21.

ONE JIB has been given excerpts from the *Municipal Act, 2001* most applicable to its work. The full *Municipal Act, 2001* can be accessed at <https://www.ontario.ca/laws/statute/01m25>

Completion

(15) Upon completion of the inquiry, the Commissioner may, if he or she considers it appropriate, apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the member has contravened section 5, 5.1 or 5.2 of that Act. 2017, c. 10, Sched. 1, s. 21.

Notice to applicant re decision not to apply to judge

(16) The Commissioner shall advise the applicant if the Commissioner will not be making an application to a judge. 2017, c. 10, Sched. 1, s. 21.

Reasons after inquiry

(17) After deciding whether or not to apply to a judge, the Commissioner shall publish written reasons for the decision. 2017, c. 10, Sched. 1, s. 21.

Costs

(18) The Commissioner's costs of applying to a judge shall be paid by the following:

1. If the member is alleged to have contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* as a member of council of a municipality, the municipality.
2. If the member is alleged to have contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* as a member of a local board, the local board. 2017, c. 10, Sched. 1, s. 21.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 1, s. 21 - 01/03/2019

Duty of confidentiality

223.5 (1) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part. 2006, c. 32, Sched. A, s. 98.

Exception

(2) Despite subsection (1), information may be disclosed in a criminal proceeding as required by law or otherwise in accordance with this Part. 2006, c. 32, Sched. A, s. 98.

Release of advice

(2.1) Advice provided by the Commissioner to a member under paragraph 4, 5 or 6 of subsection 223.3 (1) may be released with the member's written consent. 2017, c. 10, Sched. 1, s. 22.

Partial release by member

(2.2) If a member releases only part of the advice provided to the member by the Commissioner under paragraph 4, 5 or 6 of subsection 223.3 (1), the Commissioner may release part or all of the advice without obtaining the member's consent. 2017, c. 10, Sched. 1, s. 22.

Other circumstances

(2.3) The Commissioner may disclose such information as in the Commissioner's opinion is necessary,

- (a) for the purposes of a public meeting under subsection 223.4.1 (8);
- (b) in an application to a judge referred to in subsection 223.4.1 (15); or
- (c) in the written reasons given by the Commissioner under subsection 223.4.1 (17). 2017, c. 10, Sched. 1, s. 22.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*. 2006, c. 32, Sched. A, s. 98.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2017, c. 10, Sched. 1, s. 22 - 01/03/2019

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Report to council

223.6 (1) If the Commissioner provides a periodic report to the municipality on his or her activities, the Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned. 2006, c. 32, Sched. A, s. 98.

Report about conduct

(2) If the Commissioner reports to the municipality or to a local board his or her opinion about whether a member of council or of the local board has contravened the applicable code of conduct, the Commissioner may disclose in the report such matters as in the Commissioner's opinion are necessary for the purposes of the report. 2006, c. 32, Sched. A, s. 98.

Publication of reports

(3) The municipality and each local board shall ensure that reports received from the Commissioner by the municipality or by the board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 98.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

Testimony

223.7 Neither the Commissioner nor any person acting under the instructions of the Commissioner is a competent or compellable witness in a civil proceeding in connection with anything done under this Part. 2006, c. 32, Sched. A, s. 98.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

Reference to appropriate authorities

223.8 If the Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, other than the *Municipal Conflict of Interest Act*, or of the *Criminal Code* (Canada), the Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to council. 2006, c. 32, Sched. A, s. 98; 2017, c. 10, Sched. 1, s. 23.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 98 - 01/01/2007

2017, c. 10, Sched. 1, s. 23 - 01/03/2019

PROCEDURE BY-LAW

Procedure by-law

Definitions

238 (1) In this section and in sections 239 to 239.2,

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; (“comité”)

“local board” does not include police services boards or public library boards; (“conseil local”)

Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “local board” in subsection 238 (1) of the Act is amended by striking out “police services boards” and substituting “police service boards”. (See: 2019, c. 1, Sched. 4, s. 33 (8))

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where,

- (a) a quorum of members is present, and
- (b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee. (“réunion”) 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2); 2017, c. 10, Sched. 1, s. 25 (1).

Procedure by-laws respecting meetings

(2) Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings. 2001, c. 25, s. 238 (2).

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Notice

(2.1) The procedure by-law shall provide for public notice of meetings. 2006, c. 32, Sched. A, s. 102 (3).

Outside municipality

(3) The procedure by-law may provide that meetings be held and public offices be kept at a place outside the municipality within an adjacent municipality. 2001, c. 25, s. 238 (3).

Electronic participation

(3.1) The applicable procedure by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is open to the public to the extent and in the manner set out in the by-law provided that any such member shall not be counted in determining whether or not a quorum of members is present at any point in time. 2017, c. 10, Sched. 1, s. 25 (2).

Same

(3.2) The applicable procedure by-law shall not provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is closed to the public. 2017, c. 10, Sched. 1, s. 25 (3).

Electronic participation, emergencies

(3.3) The applicable procedure by-law may provide that, during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*,

- (a) despite subsection (3.1), a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time; and
- (b) despite subsection (3.2), a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public. 2020, c. 4, s. 1.

Same, procedure by-law

(3.4) A municipality or local board may hold a special meeting to amend an applicable procedure by-law for the purposes of subsection (3.3) during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* and despite subsection (3.1), a member participating electronically in such a special meeting may be counted in determining whether or not a quorum of members is present at any time during the meeting. 2020, c. 4, s. 1.

Presiding officer

(4) The procedure by-law may, with the consent of the head of council, designate a member of council, other than the head of council, to preside at meetings of council. 2006, c. 32, Sched. A, s. 102 (4).

Secret ballot

(5) A presiding officer may be designated by secret ballot. 2006, c. 32, Sched. A, s. 102 (4).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 102 (1-4) - 01/01/2007

2017, c. 10, Sched. 1, s. 25 (1-3) - 01/01/2018

2018, c. 3, Sched. 5, s. 35 (8) - no effect - see 2019, c. 1, Sched. 3, s. 5 - 26/03/2019

2019, c. 1, Sched. 4, s. 33 (8) - not in force

2020, c. 4, s. 1 - 19/03/2020

MEETINGS

Meetings open to public

239 (1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

Exceptions

- (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,
 - (a) the security of the property of the municipality or local board;

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- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

Other criteria

- (3) A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,
 - (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
 - (b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1). 2014, c. 13, Sched. 9, s. 22.

Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- 1. The meeting is held for the purpose of educating or training the members.
- 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

Resolution

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,

- (a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or
- (b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection. 2001, c. 25, s. 239 (4); 2006, c. 32, Sched. A, s. 103 (2).

Open meeting

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

Exception

- (6) Despite section 244, a meeting may be closed to the public during a vote if,
 - (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and

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- (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).

Record of meeting

(7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. 2006, c. 32, Sched. A, s. 103 (3).

Same

- (8) The record required by subsection (7) shall be made by,
 - (a) the clerk, in the case of a meeting of council; or
 - (b) the appropriate officer, in the case of a meeting of a local board or committee. 2006, c. 32, Sched. A, s. 103 (3).

Record may be disclosed

(9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1). 2006, c. 32, Sched. A, s. 103 (3).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 103 (1-3) - 01/01/2007

2014, c. 13, Sched. 9, s. 22 - 01/01/2016

2017, c. 10, Sched. 1, s. 26 - 01/01/2018

Investigation

239.1 A person may request that an investigation of whether a municipality or local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public be undertaken,

- (a) by an investigator referred to in subsection 239.2 (1); or
- (b) by the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed an investigator referred to in subsection 239.2 (1). 2006, c. 32, Sched. A, s. 104.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 104 - 01/01/2008

Investigator

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

Powers and duties

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.

Matters to which municipality is to have regard

(3) In appointing an investigator and in assigning powers and duties to him or her, the municipality shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same, investigator

(4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same

- (5) The matters referred to in subsections (3) and (4) are,
 - (a) the investigator's independence and impartiality;

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- (b) confidentiality with respect to the investigator's activities; and
- (c) the credibility of the investigator's investigative process. 2006, c. 32, Sched. A, s. 104.

Delegation

(6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator's powers and duties under this Part. 2006, c. 32, Sched. A, s. 104.

Same

(7) An investigator may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 104.

Status

(8) An investigator is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 104.

Application

(9) Subsection 223.13 (6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section. 2006, c. 32, Sched. A, s. 104.

Report and recommendations

(10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit. 2006, c. 32, Sched. A, s. 104.

Publication of reports

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 104.

Requirement to pass resolution re report

(12) If a municipality or a local board receives a report from a person referred to in clause 239.1 (a) or (b) reporting his or her opinion, and the reasons for it, that a meeting or part of a meeting that was the subject-matter of an investigation by that person appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the municipality or the local board, as the case may be, shall pass a resolution stating how it intends to address the report. 2017, c. 10, Sched. 1, s. 27.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 104 - 01/01/2008

2017, c. 10, Sched. 1, s. 27 - 01/01/2018

POLICIES

Interpretation

269 (1) In section 270,

“local board” means,

- (a) a local board as defined in section 1, excluding a police services board and a hospital board,

Note: On a day to be named by proclamation of the Lieutenant Governor, clause (a) of the definition of “local board” in subsection 269 (1) of the Act is amended by striking out “police services board” and substituting “police service board”. (See: 2019, c. 1, Sched. 4, s. 33 (10))

- (b) a local services board, a local roads board and any other board, commission or local authority exercising any power with respect to municipal affairs or purposes in unorganized territory, excluding a school board, a hospital board and a conservation authority,
- (c) a district social services administration board,
- (d) a local housing corporation as defined in the *Housing Services Act, 2011*, despite clause 26 (b) of that Act, and
- (e) any other prescribed body performing a public function. 2001, c. 25, s. 269 (1); 2006, c. 32, Sched. A, s. 112; 2011, c. 6, Sched. 1, s. 187 (3); 2019, c. 14, Sched. 7, s. 14 (2).

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Regulations

(2) The Minister may make regulations prescribing bodies which fall within the definition of “local board” in subsection (1). 2001, c. 25, s. 269 (2).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 112 - 01/01/2007

2011, c. 6, Sched. 1, s. 187 (3) - 01/01/2012

2018, c. 3, Sched. 5, s. 35 (10) - no effect - see 2019, c. 1, Sched. 3, s. 5 - 26/03/2019

2019, c. 1, Sched. 4, s. 33 (10) - not in force; 2019, c. 14, Sched. 7, s. 14 (2) - 10/12/2019

Adoption of policies

270 (1) A municipality shall adopt and maintain policies with respect to the following matters:

1. Its sale and other disposition of land.
2. Its hiring of employees.
- 2.1 The relationship between members of council and the officers and employees of the municipality.
3. Its procurement of goods and services.
4. The circumstances in which the municipality shall provide notice to the public and, if notice is to be provided, the form, manner and times notice shall be given.
5. The manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public.
6. The delegation of its powers and duties.
7. The manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality.
8. Pregnancy leaves and parental leaves of members of council. 2006, c. 32, Sched. A, s. 113; 2017, c. 10, Sched. 1, s. 32.

Policies of local boards

(2) A local board shall adopt and maintain policies with respect to the following matters:

1. Its sale and other disposition of land.
2. Its hiring of employees.
3. Its procurement of goods and services. 2006, c. 32, Sched. A, s. 113.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 113 - 01/01/2008

2017, c. 10, Sched. 1, s. 32 - 01/03/2019

Investment

418 (1) A municipality may invest in prescribed securities, in accordance with the prescribed rules, money that it does not require immediately including,

- (a) money in a sinking, retirement or reserve fund;
- (b) money raised or received for the payment of a debt of the municipality or interest on the debt; and
- (c) proceeds from the sale, loan or investment of any debentures. 2001, c. 25, s. 418 (1).

Application

(1.1) This section does not apply to a municipality if section 418.1 applies to the municipality. 2017, c. 10, Sched. 1, s. 71.

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Repayment

(2) An investment under subsection (1) shall be made repayable on or before the day on which the money is required and any earnings derived from the investment shall be credited to the fund from which the money was invested. 2001, c. 25, s. 418 (2).

Combined investments

(3) A municipality may combine money held in any fund and deal with the money in accordance with subsection (1). 2001, c. 25, s. 418 (3).

Allocation

(4) Earnings from combined investments shall be credited to each separate fund in proportion to the amount invested from it. 2001, c. 25, s. 418 (4).

(5) REPEALED: 2006, c. 32, Sched. A, s. 182 (1).

Regulations

(6) The Lieutenant Governor in Council may make regulations,

- (a) prescribing rules for the purpose of subsection (1);
- (b) prescribing and defining securities or classes of them for the purpose of subsection (1);
- (b.1) prescribing and defining financial instruments and agreements that municipalities may issue or enter into for or in relation to investments under subsection (1);
- (c) providing that a municipality does not have power to invest in securities or classes of securities specified in the regulation. 2001, c. 25, s. 418 (6); 2006, c. 32, Sched. A, s. 182 (2).

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 182 (1, 2) - 01/01/2007

2017, c. 10, Sched. 1, s. 71 - 01/03/2018

Prudent investment

418.1 (1) A municipality may, in accordance with this section and the regulations, invest money that it does not require immediately in any security. 2017, c. 10, Sched. 1, s. 72.

Municipality may pass by-law

(2) A municipality may pass a by-law to have this section apply to the municipality. 2017, c. 10, Sched. 1, s. 72.

Requirements on passing by-law

(3) A municipality may only pass a by-law under subsection (2) if the municipality satisfies the requirements prescribed for the purposes of this subsection on the day the municipality passes the by-law. 2017, c. 10, Sched. 1, s. 72.

When section applies

(4) If a municipality passes a by-law under subsection (2), this section applies to the municipality as of the effective date set out in the by-law. 2017, c. 10, Sched. 1, s. 72.

By-law not revocable

(5) A by-law passed under subsection (2) cannot be revoked. 2017, c. 10, Sched. 1, s. 72.

Section continues to apply

(6) This section continues to apply to a municipality regardless of whether the municipality continues to satisfy the requirements prescribed for the purposes of subsection (3). 2017, c. 10, Sched. 1, s. 72.

When section no longer applies

(7) Despite subsections (4) and (6), this section no longer applies to a municipality if a regulation under clause (16) (d) is made in respect of the municipality. 2017, c. 10, Sched. 1, s. 72.

Duty

(8) In investing money under this section, a municipality must exercise the care, skill, diligence and judgment that a prudent investor would exercise in making such an investment. 2017, c. 10, Sched. 1, s. 72.

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Same

(9) The duty under subsection (8) includes a duty to obtain the advice that a prudent investor would obtain under comparable circumstances. 2017, c. 10, Sched. 1, s. 72.

Criteria

(10) The municipality must consider the following criteria in planning investments, in addition to any other criteria that are relevant to the circumstances:

1. General economic conditions.
2. The possible effect of inflation or deflation.
3. The role that each investment or course of action plays within the municipality's portfolio of investments.
4. The expected total return from income and the appreciation of capital.
5. Needs for liquidity, regularity of income and preservation or appreciation of capital. 2017, c. 10, Sched. 1, s. 72.

Diversification

(11) The municipality must diversify its investments to an extent that is appropriate to general economic and investment market conditions. 2017, c. 10, Sched. 1, s. 72.

Interpretation, money not immediately required

(12) In this section, money that the municipality does not require immediately includes,

- (a) money in a sinking, retirement or reserve fund;
- (b) money raised or received for the payment of a debt of the municipality or interest on the debt; and
- (c) proceeds from the sale, loan or investment of any debentures. 2017, c. 10, Sched. 1, s. 72.

Repayment

(13) Any earnings derived from an investment under this section shall be credited to the fund from which the money was invested. 2017, c. 10, Sched. 1, s. 72.

Combined investments

(14) A municipality may combine money held in any fund and deal with the money in accordance with this section and the regulations. 2017, c. 10, Sched. 1, s. 72.

Allocation

(15) Earnings from combined investments shall be credited to each separate fund in proportion to the amount invested from it. 2017, c. 10, Sched. 1, s. 72.

Regulations

(16) The Lieutenant Governor in Council may make regulations,

- (a) prescribing requirements for the purposes of subsection (3);
- (b) governing the investment of money by a municipality under this section, including prescribing rules, conditions and procedures for or in relation to the investment of money under this section;
- (c) providing for transitional matters that, in the opinion of the Lieutenant Governor in Council, are necessary or desirable to facilitate the application of this section to the municipality;
- (d) providing that this section no longer applies to a municipality, and prescribing transitional rules that apply to the municipality. 2017, c. 10, Sched. 1, s. 72.

Group of municipalities

(17) A regulation made under clause (16) (b) may prescribe special rules, conditions and procedures for or in relation to the investment of money by two or more municipalities, acting as a group, under this section, including restrictions and transitional rules that apply in circumstances where a municipality enters into an investment arrangement with a group or withdraws from an investment arrangement with a group. 2017, c. 10, Sched. 1, s. 72.

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Transitional regulation under s. (16) (c)

(18) A regulation made under clause (16) (c) may provide that it applies in respect of the period after a municipality has passed a by-law under subsection (2) and before the effective date set out in the by-law. 2017, c. 10, Sched. 1, s. 72.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 1, s. 72 - 01/03/2018

Français

Municipal Act, 2001

ONTARIO REGULATION 438/97

formerly under Municipal Act

ELIGIBLE INVESTMENTS, RELATED FINANCIAL AGREEMENTS AND PRUDENT INVESTMENT

Consolidation Period: From March 1, 2018 to the [e-Laws currency date](#).

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This is the English version of a bilingual regulation.

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PART I

ELIGIBLE INVESTMENTS AND FORWARD RATE AGREEMENTS

Investment under s. 418 of the Act

1. (1) This Part applies in respect of investments by a municipality under section 418 of the Act. O. Reg. 43/18, s. 2.

(2) A municipality does not have the power to invest under section 418 of the Act in a security other than a security prescribed under this Part. O. Reg. 43/18, s. 2.

Eligible investments

2. The following are prescribed, for the purposes of subsection 418 (1) of the Act, as securities that a municipality may invest in:

1. Bonds, debentures, promissory notes or other evidence of indebtedness issued or guaranteed by,
 - i. Canada or a province or territory of Canada,
 - ii. an agency of Canada or a province or territory of Canada,
 - iii. a country other than Canada,
 - iv. a municipality in Canada including the municipality making the investment,
 - iv.1 the Ontario Infrastructure and Lands Corporation,
 - v. a school board or similar entity in Canada,
 - v.1 a university in Ontario that is authorized to engage in an activity described in section 3 of the *Post-secondary Education Choice and Excellence Act, 2000*,
 - v.2 a college established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*,
 - vi. a local board as defined in the *Municipal Affairs Act* (but not including a school board or a municipality) or a conservation authority established under the *Conservation Authorities Act*,
 - vi.1 a board of a public hospital within the meaning of the *Public Hospitals Act*,
 - vi.2 a non-profit housing corporation incorporated under section 13 of the *Housing Development Act*,
 - vi.3 a local housing corporation as defined in section 24 of the *Housing Services Act, 2011*, or
 - vii. the Municipal Finance Authority of British Columbia.
2. Bonds, debentures, promissory notes or other evidence of indebtedness of a corporation if,
 - i. the bond, debenture or other evidence of indebtedness is secured by the assignment, to a trustee, as defined in the *Trustee Act*, of payments that Canada or a province or territory of Canada has agreed to make or is required to make under a federal, provincial or territorial statute, and
 - ii. the payments referred to in subparagraph i are sufficient to meet the amounts payable under the bond, debenture or other evidence of indebtedness, including the amounts payable at maturity.
3. Deposit receipts, deposit notes, certificates of deposit or investment, acceptances or similar instruments the terms of which provide that the principal and interest shall be fully repaid no later than two years after the day the investment was made, if the receipt, note, certificate or instrument was issued, guaranteed or endorsed by,
 - i. a bank listed in Schedule I, II or III to the *Bank Act* (Canada),
 - ii. a loan corporation or trust corporation registered under the *Loan and Trust Corporations Act*, or
 - iii. a credit union or league to which the *Credit Unions and Caisses Populaires Act, 1994* applies.
- 3.1 Deposit receipts, deposit notes, certificates of deposit or investment, acceptances or similar instruments the terms of which provide that the principal and interest shall be fully repaid more than two years after the day the investment was made, if the receipt, note, certificate or instrument was issued, guaranteed or endorsed by,
 - i. a bank listed in Schedule I, II or III to the *Bank Act* (Canada), or
 - ii. a loan corporation or trust corporation registered under the *Loan and Trust Corporations Act*.
 - iii. REVOKED: O. Reg. 43/18, s. 3 (1).
4. Bonds, debentures, promissory notes or other evidence of indebtedness, the terms of which provide that the principal and interest shall be fully repaid no later than two years after the day the investment was made if issued or guaranteed by an institution listed in paragraph 3.1.
- 4.1 Bonds, debentures, promissory notes or other evidence of indebtedness, the terms of which provide that the principal and interest shall be fully repaid more than two years after the day the investment was made if issued or guaranteed by an institution listed in paragraph 3.1.
- 4.2 Deposit receipts, deposit notes, certificates of deposit or investment, acceptances or similar instruments, the terms of which provide that the principal and interest shall be fully repaid more than two years after the day the investment was

made if the receipt, note, certificate or instrument was issued, guaranteed or endorsed by a credit union or league to which the *Credit Unions and Caisses Populaires Act, 1994* applies.

- 4.3 Bonds, debentures, promissory notes or other evidence of indebtedness issued or guaranteed by a credit union or league to which the *Credit Unions and Caisses Populaires Act, 1994* applies.
5. Short term securities, the terms of which provide that the principal and interest shall be fully repaid no later than three days after the day the investment was made, that are issued by,
 - i. a university in Ontario that is authorized to engage in an activity described in section 3 of the *Post-secondary Education Choice and Excellence Act, 2000*,
 - ii. a college established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*, or
 - iii. a board of a public hospital within the meaning of the *Public Hospitals Act*.
6. Bonds, debentures, promissory notes, other evidence of indebtedness or other securities issued or guaranteed by the International Bank for Reconstruction and Development.
- 6.1. Bonds, debentures, promissory notes or other evidence of indebtedness issued or guaranteed by a supranational financial institution or a supranational governmental organization, other than the International Bank for Reconstruction and Development.
7. Securities that are arrangements for the sale of assets that entitle the purchaser to an undivided beneficial interest in a pool of assets.
- 7.1 Bonds, debentures, promissory notes or other evidence of indebtedness issued by a corporation that is incorporated under the laws of Canada or a province of Canada, the terms of which provide that the principal and interest shall be fully repaid more than five years after the date on which the municipality makes the investment.
- 7.2 Bonds, debentures, promissory notes or other evidence of indebtedness issued by a corporation that is incorporated under the laws of Canada or a province of Canada, the terms of which provide that the principal and interest shall be fully repaid more than one year and no later than five years after the date on which the municipality makes the investment.
8. Negotiable promissory notes or commercial paper, other than securities referred to in paragraph 7, maturing one year or less from the date of issue, if that note or commercial paper has been issued by a corporation that is incorporated under the laws of Canada or a province of Canada.
- 8.1 Shares issued by a corporation that is incorporated under the laws of Canada or a province of Canada.
9. Bonds, debentures, promissory notes and other evidences of indebtedness of a corporation incorporated under section 142 of the *Electricity Act, 1998*.
10. Any security if the municipality acquires the security as a gift in a will or as a donation not made for a charitable purpose.
11. REVOKED: O. Reg. 43/18, s. 3 (5).
12. Shares of a corporation if,
 - i. the corporation has a debt payable to the municipality,
 - ii. under a court order, the corporation has received protection from its creditors,
 - iii. the acquisition of the shares in lieu of the debt is authorized by the court order, and
 - iv. the treasurer of the municipality is of the opinion that the debt will be uncollectable by the municipality unless the debt is converted to shares under the court order. O. Reg. 438/97, s. 2; O. Reg. 265/02, s. 1; O. Reg. 399/02, s. 2; O. Reg. 655/05, s. 2; O. Reg. 607/06, s. 1; O. Reg. 39/07, s. 1; O. Reg. 373/11, s. 1; O. Reg. 74/16, s. 1, 2; O. Reg. 43/18, s. 3.

Eligible investments, continued

2.1 A security is prescribed for the purposes of subsection 418 (1) of the Act as a security that a municipality may invest in if,

- (a) the municipality invested in the security before January 12, 2009; and
- (b) the terms of the municipality's continued investment in the security have been changed pursuant to the Plan Implementation Order of the Ontario Superior Court of Justice dated January 12, 2009 (Court file number 08-CL-7440) and titled "In the matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended and in the matter of a plan of compromise and arrangement involving Metcalfe & Mansfield Alternative Investments II Corp. et al". O. Reg. 292/09, s. 1.

Ratings, financial indicators

3. (1) A municipality shall not invest in a security under subparagraph 1 iii, v.1, v.2, vi.1, vi.2 or vi.3 or paragraph 4 of section 2 unless the bond, debenture, promissory note or evidence of indebtedness is rated,

- (a) REVOKED: O. Reg. 265/02, s. 2 (1).
- (b) by Dominion Bond Rating Service Limited as “AA(low)” or higher;
- (b.1) by Fitch Ratings as “AA-” or higher;
- (c) by Moody’s Investors Services Inc. as “Aa3” or higher; or
- (d) by Standard and Poor’s as “AA-” or higher. O. Reg. 438/97, s. 3 (1); O. Reg. 265/02, s. 2 (1); O. Reg. 399/02, s. 3 (1); O. Reg. 655/05, s. 3 (1, 2); O. Reg. 607/06, s. 2; O. Reg. 39/07, s. 2; O. Reg. 43/18, s. 4 (1).

(2) A municipality shall not invest in a security under paragraph 3.1 or 4.1 of section 2 unless the bond, debenture, promissory note or evidence of indebtedness is rated,

- (a) by Dominion Bond Rating Service Limited as “A(low)” or higher;
- (b) by Fitch Ratings as “A-” or higher;
- (c) by Moody’s Investors Services Inc. as “A3” or higher; or
- (d) by Standard and Poor’s as “A-” or higher. O. Reg. 43/18, s. 4 (2).

(2.0.1) If a municipality’s total investments in securities under subparagraph 3 iii and paragraph 4.2 of section 2 have, in the opinion of the treasurer, a value in excess of \$250,000, the municipality shall not invest in any additional security under paragraph 4.2 of section 2 unless the credit union or league that issues, guarantees or endorses the security provides, within 30 days before the day the investment is made,

- (a) audited financial statements indicating that the financial indicators mentioned in subsection (2.0.2) are met by the credit union or league; or
- (b) certification in writing that all of the financial indicators mentioned in subsection (2.0.2) are met by the credit union or league. O. Reg. 43/18, s. 4 (2).

(2.0.2) For the purposes of subsection (2.0.1), the financial indicators to be met by the credit union or league are the following:

1. Positive retained earnings in its audited financial statements for its most recently completed fiscal year.
2. Regulatory capital of at least the percentage of its total assets set out in subsection (2.0.3) as of the date of the latest audited financial statements, calculated in accordance with Ontario Regulation 237/09 (General) made under the *Credit Unions and Caisses Populaires Act, 1994*.
3. Regulatory capital of at least the percentage of its total risk weighted assets set out in subsection (2.0.4) as of the date of the latest audited financial statements, calculated in accordance with Ontario Regulation 237/09 (General).
4. Positive net income in its audited financial statements for three of its five most recently completed fiscal years. O. Reg. 43/18, s. 4 (2).

(2.0.3) The percentage mentioned in paragraph 2 of subsection (2.0.2) is the percentage obtained by adding one percent to the minimum percentage set out in paragraph 1 of subsection 15 (3) of Ontario Regulation 237/09 (General). O. Reg. 43/18, s. 4 (2).

(2.0.4) The percentage mentioned in paragraph 3 of subsection (2.0.2) is the percentage obtained by adding one percent to the minimum percentage set out in paragraph 2 of subsection 15 (3) of Ontario Regulation 237/09 (General). O. Reg. 43/18, s. 4 (2).

(2.0.5) A municipality shall not invest in securities under paragraph 4.3 of section 2 unless the credit union or league that issues or guarantees the security satisfies the conditions set out in subsection (2.0.1). O. Reg. 43/18, s. 4 (2).

(2.1) A municipality shall not invest in a security under paragraph 6.1 of section 2 unless the security is rated,

- (a) by Dominion Bond Rating Service Limited as “AAA”;
- (b) by Fitch Ratings as “AAA”;
- (c) by Moody’s Investors Services Inc. as “Aaa”; or
- (d) by Standard and Poor’s as “AAA”. O. Reg. 655/05, s. 3 (4).

(3) A municipality shall not invest in a security under paragraph 7 of section 2 that matures more than one year from the date of issue unless the security is rated,

- (a) by Dominion Bond Rating Service Limited as “AAA”;
- (a.1) by Fitch Ratings as “AAA”;

- (b) by Moody's Investors Services Inc. as "Aaa"; or
 - (c) by Standard and Poor's as "AAA". O. Reg. 265/02, s. 2 (2); O. Reg. 399/02, s. 3 (2); O. Reg. 655/05, s. 3 (5); O. Reg. 43/18, s. 4 (3).
- (4) A municipality shall not invest in a security under paragraph 7 of section 2 that matures one year or less from the date of issue unless the security is rated,
- (a) by Dominion Bond Rating Service Limited as "R-1(high)";
- (a.1) by Fitch Ratings as "F1+";
- (b) by Moody's Investors Services Inc. as "Prime-1"; or
 - (c) by Standard and Poor's as "A-1+". O. Reg. 265/02, s. 2 (2); O. Reg. 399/02, s. 3 (3); O. Reg. 655/05, s. 3 (6); O. Reg. 43/18, s. 4 (4).
- (4.1) A municipality shall not invest in a security under paragraph 7.1 or 7.2 of section 2 unless the security is rated,
- (a) by Dominion Bond Rating Service Limited as "A(low)" or higher;
 - (b) by Fitch Ratings as "A-" or higher;
 - (c) by Moody's Investors Services Inc. as "A3" or higher; or
 - (d) by Standard and Poor's as "A-" or higher. O. Reg. 43/18, s. 4 (5).
- (4.2) REVOKED: O. Reg. 43/18, s. 4 (5).
- (5) A municipality shall not invest in a security under paragraph 8 of section 2 unless the promissory note or commercial paper is rated,
- (a) by Dominion Bond Rating Service Limited as "R-1(mid)" or higher;
- (a.1) by Fitch Ratings as "F1+";
- (b) by Moody's Investors Services Inc. as "Prime-1"; or
 - (c) by Standard and Poor's as "A-1+". O. Reg. 265/02, s. 2 (2); O. Reg. 399/02, s. 3 (4); O. Reg. 655/05, s. 3 (8).
- (6) If an investment made under subparagraph 1 iii, v.1, v.2, vi.1, vi.2 or vi.3 of section 2 or paragraph 3.1, 4, 4.1, 6.1, 7, 7.1, 7.2 or 8 of section 2 falls below the standard required by this section, the municipality shall create a plan, including expected timelines, for selling the investment and shall sell the investment in accordance with the plan. O. Reg. 43/18, s. 4 (6).
- (6.1) Subsection (6) does not apply with respect to an investment made by a municipality under paragraph 7 of section 2 on a day before the day this subsection comes into force. O. Reg. 292/09, s. 2 (3).
- (6.1.1) If a municipality's total investments in securities under subparagraph 3 iii and paragraph 4.2 of section 2 have, in the opinion of the treasurer, a value in excess of the limit mentioned in subsection (2.0.1) of this section and one of the following circumstances applies, the municipality shall create a plan, including expected timelines, for selling investments made under paragraph 4.2 of section 2 in excess of that limit and shall sell the investments in accordance with the plan:
1. The financial indicators mentioned in subsection (2.0.2) are not met.
 2. The credit union or league fails to provide audited financial statements or a certification as mentioned in subsection (2.0.1). O. Reg. 43/18, s. 4 (7).
- (6.1.2) For the purposes of determining the value of investments under subsection (6.1.1), the value of all investments under subparagraph 3 iii of section 2 shall be counted as part of the total first, followed by the value of all investments made under paragraph 4.2 of section 2. O. Reg. 43/18, s. 4 (7).
- (6.1.3) If one of the circumstances in paragraph 1 or 2 of subsection (6.1.1) applies, the municipality shall create a plan, including expected timelines, for selling investments made under paragraph 4.3 of section 2 and shall sell the investments in accordance with the plan. O. Reg. 43/18, s. 4 (7).
- (7) A municipality shall not invest in a security under paragraph 9 of section 2 unless, at the time the investment is made and as long as it continues, the investment ranks, at a minimum, concurrently and equally in respect of payment of principal and interest with all unsecured debt of the corporation. O. Reg. 265/02, s. 2 (2).
- (8) A municipality shall not invest in a security under paragraph 9 of section 2 unless, at the time the investment is made, the total amount of the municipality's investment in debt of any corporation incorporated under section 142 of the *Electricity Act, 1998* that would result after the proposed investment is made does not exceed the total amount of investment in debt, including any interest accrued on such debt, of the municipality in such a corporation that existed on the day before the day the proposed investment is to be made. O. Reg. 265/02, s. 2 (2).
- (9) Any investment made under paragraph 9 of section 2, including any refinancing, renewal or replacement thereof, may not be held for longer than a total of 10 years from the date such investment is made. O. Reg. 265/02, s. 2 (2).

(10) Subsections (7), (8) and (9) do not prevent a municipality from holding or disposing of a security described in paragraph 9 of section 2 issued by a corporation incorporated under section 142 of the *Electricity Act, 1998*, if the municipality acquired the security through a transfer by-law or otherwise under that Act. O. Reg. 655/05, s. 3 (9).

(11) If a municipality acquires a security under paragraph 10 of section 2 that is not otherwise prescribed under this Part, the municipality shall create a plan, including expected timelines, for selling the investment and shall sell the investment in accordance with the plan. O. Reg. 43/18, s. 4 (8).

(12) REVOKED: O. Reg. 292/09, s. 2 (4).

Investment limit

4. (1) A municipality shall not invest more than 25 per cent of the total amount in all sinking and retirement funds in respect of debentures of the municipality, as estimated by its treasurer on the date of the investment, in short-term debt issued or guaranteed by the municipality. O. Reg. 438/97, s. 4 (1).

(2) In this section,

“short-term debt” means any debt, the terms of which provide that the principal and interest of the debt shall be fully repaid no later than 364 days after the debt is incurred. O. Reg. 438/97, s. 4 (2).

Conditions

4.1 (1) A municipality shall not invest in a security under paragraph 7 of section 2 or in a promissory note or commercial paper under paragraph 8 of section 2 unless, on the date that the investment is made,

(a) the municipality itself is rated, or all of the municipality’s long-term debt obligations are rated,

(i) by Dominion Bond Rating Service Limited as “AA(low)” or higher,

(i.1) by Fitch Ratings as “AA-” or higher,

(ii) by Moody’s Investors Services Inc. as “Aa3” or higher, or

(iii) by Standard and Poor’s as “AA-” or higher; or

(b) the municipality has entered into an agreement with the Local Authority Services and the CHUMS Financing Corporation to act together as the municipality’s agent for the investment in that security, promissory note or commercial paper. O. Reg. 265/02, s. 3; O. Reg. 399/02, s. 4; O. Reg. 655/05, s. 4 (1, 2); O. Reg. 43/18, s. 5 (1).

(1.1) A municipality shall not invest in a security under paragraph 7.1 or 8.1 of section 2 unless, on the date the investment is made, the municipality has entered into an agreement with the Local Authority Services and the CHUMS Financing Corporation to act together as the municipality’s agent for the investment in the security. O. Reg. 655/05, s. 4 (3); O. Reg. 43/18, s. 5 (2).

(1.2) Subsection (1.1) does not apply to investments in securities by the City of Ottawa if all of the following requirements are satisfied:

1. Only the proceeds of the sale by the City of its securities in a corporation incorporated under section 142 of the *Electricity Act, 1998* are used to make the investments.
2. The investments are made in a professionally-managed fund.
3. The terms of the investments provide that,
 - i. where the investment is in debt instruments, the principal must be repaid no earlier than seven years after the date on which the City makes the investment, and
 - ii. where the investment is in shares, an amount equal to the principal amount of the investment cannot be withdrawn from the fund for at least seven years after the date on which the City makes the investment.
4. The City establishes and uses a separate reserve fund for the investments.
5. Subject to paragraph 6, the money in the reserve fund, including any returns on the investments or proceeds from their disposition, are used to pay capital costs of the City and for no other purpose.
6. The City may borrow money from the reserve fund but must repay it plus interest. O. Reg. 655/05, s. 4 (3).

(2) The investment made under clause (1) (b) or described in subsection (1.1), as the case may be, must be made in the One Investment Program of the Local Authority Services and the CHUMS Financing Corporation with,

(a) another municipality;

(b) a public hospital;

(c) a university in Ontario that is authorized to engage in an activity described in section 3 of the *Post-secondary Education Choice and Excellence Act, 2000*;

- (d) a college established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*;
- (d.1) a foundation established by a college mentioned in clause (d) whose purposes include receiving and maintaining a fund or funds for the benefit of the college;
- (e) a school board;
- (f) any agent of an institution listed in clauses (a) to (e);
- (g) Local Authority Services;
- (h) CHUMS Financing Corporation;
- (i) Association of Municipalities of Ontario; or
- (j) Municipal Finance Officers' Association of Ontario. O. Reg. 265/02, s. 3; O. Reg. 655/05, s. 4 (4); O. Reg. 607/06, s. 3; O. Reg. 292/09, s. 3; O. Reg. 52/11, s. 1; O. Reg. 74/16, s. 1, 3; O. Reg. 43/18, s. 5 (3-5).

School purposes

- 5.** A municipality shall not invest in a security issued or guaranteed by a school board or similar entity unless,
- (a) the money raised by issuing the security is to be used for school purposes; and
 - (b) REVOKED: O. Reg. 248/01, s. 1.

O. Reg. 438/97, s. 5; O. Reg. 248/01, s. 1.

Canadian dollars

- 6.** (1) Subject to subsection (3), a municipality shall not invest in a security that is expressed or payable in any currency other than Canadian dollars. O. Reg. 43/18, s. 6 (1).
- (2) Subsection (1) does not prevent a municipality from continuing an investment, made before this Regulation comes into force, that is expressed and payable in the currency of the United States of America or the United Kingdom. O. Reg. 438/97, s. 6 (2).
- (3) Subsection (1) does not apply in respect of securities listed in paragraphs 3, 3.1 and 4.2 of section 2, which may also be expressed or payable in the currency of the United States of America. O. Reg. 43/18, s. 6 (2).

Statement of policies and goals

- 7.** (1) Before a municipality invests in a security prescribed under this Part, the council of the municipality shall, if it has not already done so, adopt a statement of the municipality's investment policies and goals. O. Reg. 438/97, s. 7; O. Reg. 43/18, s. 7.
- (2) In preparing the statement of the municipality's investment policies and goals under subsection (1), the council of the municipality shall consider,
- (a) the municipality's risk tolerance and the preservation of its capital;
 - (b) the municipality's need for a diversified portfolio of investments; and
 - (c) obtaining legal advice and financial advice with respect to the proposed investments. O. Reg. 265/02, s. 4.
- (3) REVOKED: O. Reg. 655/05, s. 5.

(4) In preparing the statement of the municipality's investment policies and goals under subsection (1) for investments made under paragraph 9 of section 2, the council of the municipality shall consider its plans for the investment and how the proposed investment would affect the interest of municipal taxpayers. O. Reg. 265/02, s. 4.

Investment report

- 8.** (1) If a municipality has an investment in a security prescribed under this Part, the council of the municipality shall require the treasurer of the municipality to prepare and provide to the council, each year or more frequently as specified by the council, an investment report. O. Reg. 438/97, s. 8 (1); O. Reg. 43/18, s. 7.
- (2) The investment report referred to in subsection (1) shall contain,
- (a) a statement about the performance of the portfolio of investments of the municipality during the period covered by the report;
 - (b) a description of the estimated proportion of the total investments of a municipality that are invested in its own long-term and short-term securities to the total investment of the municipality and a description of the change, if any, in that estimated proportion since the previous year's report;

- (c) a statement by the treasurer as to whether or not, in his or her opinion, all investments are consistent with the investment policies and goals adopted by the municipality;
- (d) a record of the date of each transaction in or disposal of its own securities, including a statement of the purchase and sale price of each security; and
- (e) such other information that the council may require or that, in the opinion of the treasurer, should be included. O. Reg. 438/97, s. 8 (2); O. Reg. 655/05, s. 6.

(2.1) The investment report referred to in subsection (1) shall contain a statement by the treasurer as to whether any of the following investments fall below the standard required for that investment during the period covered by the report:

- 1. An investment described in subparagraph 1 iii, v.1, v.2, vi.1, vi.2 or vi.3 of section 2.
- 2. An investment described in paragraph 3.1, 4, 4.1, 6.1, 7, 7.1, 7.2 or 8 of section 2.
- 3. An investment described in subsection 9 (1). O. Reg. 292/09, s. 4; O. Reg. 43/18, s. 8 (1).

(2.2) The investment report referred to in subsection (1) shall contain a statement by the treasurer as to whether any investments under paragraphs 4.2 and 4.3 of section 2 are affected by the circumstances set out in paragraphs 1 and 2 of subsection 3 (6.1.1) during the period covered by the report. O. Reg. 43/18, s. 8 (2).

(3) Upon disposition of any investment made under paragraph 9 of section 2, the council of the municipality shall require the treasurer of the municipality to prepare and provide to the council a report detailing the proposed use of funds realized in the disposition. O. Reg. 265/02, s. 5.

Inconsistencies, treasurer's duty

8.1 If an investment made by the municipality is, in the treasurer's opinion, not consistent with the investment policies and goals adopted by the municipality, the treasurer shall report the inconsistency to the council of the municipality within 30 days after becoming aware of it. O. Reg. 655/05, s. 7.

Investments pre March 6, 1997

9. (1) Despite this Part, an investment by a municipality in bonds, debentures or other indebtedness of a corporation made before March 6, 1997 may be continued if the bond, debenture or other indebtedness is rated,

- (a) REVOKED: O. Reg. 265/02, s. 6.
- (b) by Dominion Bond Rating Service Limited as "AA(low)" or higher;
- (b.1) by Fitch Ratings as "AA-" or higher;
- (c) by Moody's Investors Services Inc. as "Aa3" or higher; or
- (d) by Standard and Poor's as "AA-" or higher. O. Reg. 438/97, s. 9 (1); O. Reg. 265/02, s. 6; O. Reg. 399/02, s. 5; O. Reg. 655/05, s. 8; O. Reg. 43/18, s. 7.
- (1.1) REVOKED: O. Reg. 43/18, s. 9 (1).

(2) If the rating of an investment continued under subsection (1) falls below the standard required by that subsection, the municipality shall create a plan, including expected timelines, for selling the investment and shall sell the investment in accordance with the plan. O. Reg. 43/18, s. 9 (2).

FORWARD RATE AGREEMENTS

Forward rate agreements

10. (1) A municipality that enters into an agreement to make an investment on a future date in a security prescribed by section 2 may enter one or more forward rate agreements with a bank listed in Schedule I, II or III to the *Bank Act* (Canada) in order to minimize the cost or risk associated with the investment because of fluctuations in interest rates. O. Reg. 655/05, s. 9.

(2) A forward rate agreement shall provide for the following matters:

- 1. Specifying a forward amount, which is the principal amount of the investment or that portion of the principal amount to which the agreement relates.
- 2. Specifying a settlement day, which is a specified future date.
- 3. Specifying a forward rate of interest, which is a notional rate of interest applicable on the settlement day.
- 4. Specifying a reference rate of interest, which is the market rate of interest payable on a specified future date on an acceptance issued by a bank listed in Schedule I, II or III to the *Bank Act* (Canada).

5. Requiring a settlement payment to be payable on the settlement day if the forward rate and the reference rate of interest are different. O. Reg. 655/05, s. 9.

(3) A municipality shall not enter a forward rate agreement if the forward amount described in paragraph 1 of subsection (2) for the investment whose cost or risk the agreement is intended to minimize, when added to all forward amounts under other forward rate agreements, if any, relating to the same investment, would exceed the total amount of the principal of the investment. O. Reg. 655/05, s. 9.

(4) A municipality shall not enter a forward rate agreement unless the settlement day under the agreement is within 12 months of the day on which the agreement is executed. O. Reg. 655/05, s. 9.

(5) A municipality shall not enter a forward rate agreement if the settlement payment described in paragraph 5 of subsection (2) exceeds the difference between the amount of interest that would be payable on the forward amount calculated at the forward rate of interest for the period for which the investment was made and the amount that would be payable calculated at the reference rate of interest. O. Reg. 655/05, s. 9.

(6) A municipality shall not enter a forward rate agreement except with a bank listed in Schedule I, II or III to the *Bank Act* (Canada) and only if the bank's long-term debt obligations on the day the agreement is entered are rated,

- (a) by Dominion Bond Rating Service Limited as "A(high)" or higher;
- (b) by Fitch Ratings as "A+" or higher;
- (c) by Moody's Investors Service Inc. as "A1" or higher; or
- (d) by Standard and Poor's as "A+" or higher. O. Reg. 655/05, s. 9.

Statement of policies and goals

11. (1) Before a municipality passes a by-law authorizing a forward rate agreement, the council of the municipality shall adopt a statement of policies and goals relating to the use of forward rate agreements. O. Reg. 655/05, s. 9.

(2) The council of the municipality shall consider the following matters when preparing the statement of policies and goals:

- 1. The types of investments for which forward rate agreements are appropriate.
- 2. The fixed costs and estimated costs to the municipality resulting from the use of such agreements.
- 3. A detailed estimate of the expected results of using such agreements.
- 4. The financial and other risks to the municipality that would exist with, and without, the use of such agreements.
- 5. Risk control measures relating to such agreements, such as,
 - i. credit exposure limits based on credit ratings and on the degree of regulatory oversight and the regulatory capital of the other party to the agreement,
 - ii. standard agreements, and
 - iii. ongoing monitoring with respect to the agreements. O. Reg. 655/05, s. 9.

Report to council

12. (1) If a municipality has any subsisting forward rate agreements in a fiscal year, the treasurer of the municipality shall prepare and present to the municipal council once in that fiscal year, or more frequently if the council so desires, a detailed report on all of those agreements. O. Reg. 655/05, s. 9.

(2) The report must contain the following information and documents:

- 1. A statement about the status of the forward rate agreements during the period of the report, including a comparison of the expected and actual results of using the agreements.
- 2. A statement by the treasurer indicating whether, in his or her opinion, all of the forward rate agreements entered during the period of the report are consistent with the municipality's statement of policies and goals relating to the use of forward rate agreements.
- 3. Such other information as the council may require.
- 4. Such other information as the treasurer considers appropriate to include in the report. O. Reg. 655/05, s. 9.

PART II PRUDENT INVESTMENT

Definitions

13. In this Part,

“Investment Board” means a municipal service board that is established under section 196 of the Act by a municipality for the purposes of this Part and includes, for the purposes of paragraph 3 of section 15, subsection 17 (3) and sections 21 and 23, the Toronto Investment Board; (“commission des placements”)

“Joint Investment Board” means a municipal service board that is established under section 202 of the Act by two or more municipalities for the purposes of this Part; (“commission mixte des placements”)

“Toronto Investment Board” means the board of the City of Toronto described in subsection 46 (2) of Ontario Regulation 610/06 (Financial Activities) made under the *City of Toronto Act, 2006*. (“Commission des placements de Toronto”) O. Reg. 43/18, s. 10.

Application

14. This Part applies in respect of investments by a municipality under section 418.1 of the Act. O. Reg. 43/18, s. 10.

Requirements under s. 418.1 (3) of the Act

15. A municipality must satisfy one of the following requirements on the day referred to in subsection 418.1 (3) of the Act in order to pass a by-law for the purposes of that subsection:

1. The municipality must have, in the opinion of its treasurer, at least,
 - i. \$100,000,000 in money and investments that it does not require immediately, or
 - ii. \$50,000,000 in net financial assets, as indicated in Schedule 70 of the most recent Financial Information Return supplied to the Ministry of Municipal Affairs by the municipality under the Act and posted on the Ministry’s website on the day the municipality passes the by-law under subsection 418.1 (2) of the Act.
2. The municipality must have entered into an agreement to establish and invest through a Joint Investment Board with one or more other municipalities, and all of the municipalities must have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that the municipalities do not require immediately.
3. The municipality must have entered into an agreement with the following parties to invest through an Investment Board or a Joint Investment Board that was established by another municipality or municipalities before the day the municipality passes the by-law:
 - i. The Investment Board or Joint Investment Board, as the case may be.
 - ii. Any other municipalities investing through the Investment Board or Joint Investment Board on the day the municipality passes the by-law. O. Reg. 43/18, s. 10.

Limitation, school board securities

16. A municipality shall not invest money in a security issued or guaranteed by a school board or similar entity in Canada unless the money raised by issuing the security is to be used for school purposes. O. Reg. 43/18, s. 10.

Investments only through Investment Board or Joint Investment Board

17. (1) A municipality that satisfies the requirement set out in paragraph 1 of section 15 may invest money only by having an Investment Board that meets the following criteria do so on its behalf:

1. The Investment Board has been established by the municipality.
2. The Investment Board has been given the control and management of the municipality’s investments by the municipality delegating to the Investment Board,
 - i. the municipality’s powers to make the investments, and
 - ii. the municipality’s duties under section 418.1 of the Act. O. Reg. 43/18, s. 10.

(2) A municipality that satisfies the requirement set out in paragraph 2 of section 15 may invest money only by having a Joint Investment Board that satisfies the following criteria do so on its behalf.

1. The Joint Investment Board is the subject of an agreement referred to in paragraph 2 of section 15.
2. The Joint Investment Board has been given the control and management of the municipality’s investments, together with that of all the other municipalities that are party to the agreement referred to under paragraph 2 of section 15, by each municipality delegating to the Joint Investment Board,
 - i. the municipality’s powers to make the investments, and
 - ii. the municipality’s duties under section 418.1 of the Act. O. Reg. 43/18, s. 10.

(3) A municipality that satisfies the requirement under paragraph 3 of section 15 may invest money only by having an Investment Board or Joint Investment Board, as the case may be, that satisfies the following criteria do so on its behalf:

1. The Investment Board or Joint Investment Board is the subject of an agreement referred to in paragraph 3 of section 15.
2. The Investment Board or Joint Investment Board has been given the control and management of the municipality's investments by the municipality delegating to the Investment Board or Joint Investment Board,
 - i. the municipality's powers to make the investments, and
 - ii. the municipality's duties under section 418.1 of the Act. O. Reg. 43/18, s. 10.

(4) The following persons may not be appointed as members of the Investment Board or Joint Investment Board:

1. An officer or employee of any municipality for which it invests.
2. A member of council of any municipality for which it invests. O. Reg. 43/18, s. 10.

(5) Subsection (3) does not apply to any treasurer of a municipality for which the board invests provided that treasurers do not make up more than one quarter of the members. O. Reg. 43/18, s. 10.

Investment policy

18. (1) The council of a municipality shall adopt and maintain an investment policy in relation to investing under this Part. O. Reg. 43/18, s. 10.

(2) The investment policy shall include requirements with respect to the following:

1. The municipality's objectives for return on investment and risk tolerance.
2. The municipality's need for liquidity including, for greater certainty, the municipality's anticipated needs for funds for planned projects and the municipality's needs to have funds available for unanticipated contingencies. O. Reg. 43/18, s. 10.

(3) The investment policy may include other requirements with respect to investment matters that council considers to be in the interests of the municipality. O. Reg. 43/18, s. 10.

(4) At least annually, the council shall review the investment policy and update it, as necessary, as a result of the review. O. Reg. 43/18, s. 10.

Investment plan

19. (1) An Investment Board or Joint Investment Board shall adopt and maintain an investment plan in respect of all municipalities that have delegated to it,

- (a) the municipality's powers to make investments; and
- (b) the municipality's duties under section 418.1 of the Act. O. Reg. 43/18, s. 10.

(2) The investment plan shall deal with how the Investment Board or Joint Investment Board will invest each municipality's money and set out the Board's projections of the proportions of each municipality's portfolio of investments to be invested at the end of the year in each type of security selected by the Investment Board or Joint Investment Board and may include other requirements. O. Reg. 43/18, s. 10.

(3) At least annually, following each council's review of the investment policy under subsection 18 (4), the Investment Board or Joint Investment Board shall review the investment plan and update it, as necessary, as a result of the reviews. O. Reg. 43/18, s. 10.

Investment report

20. (1) An Investment Board or Joint Investment Board shall prepare and provide to the council of each municipality referred to in subsection 19 (1), each year or more frequently as specified by the council, an investment report. O. Reg. 43/18, s. 10.

(2) The investment report shall contain,

- (a) a statement about the performance of the municipality's portfolio of investments during the period covered by the report;
- (b) a statement by the treasurer of the municipality as to whether or not, in the opinion of the treasurer, all investments are consistent with the municipality's investment policy under section 18 and the investment plan for the municipality under section 19; and
- (c) such other information that the council may require or that, in the opinion of the treasurer, should be included. O. Reg. 43/18, s. 10.

Inconsistencies, treasurer's duty

21. If an investment made by an Investment Board or a Joint Investment Board is, in the opinion of the municipality's treasurer, not consistent with the municipality's investment policy under section 18 and the investment plan for the municipality under section 19 of this Regulation or section 48.1 of Ontario Regulation 610/06 (Financial Activities) made under the *City of Toronto Act, 2006*, as the case may be, the treasurer shall report the inconsistency to the council within 30 days after becoming aware of it. O. Reg. 43/18, s. 10.

Agents of the Investment Board

22. (1) Subject to subsections (2) and (3), an Investment Board or Joint Investment Board may authorize an agent to exercise any of the board's functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function. O. Reg. 43/18, s. 10.

(2) An Investment Board or Joint Investment Board may not authorize an agent under subsection (1) unless a written agreement between the board and the agent is in effect and the agreement includes,

- (a) a requirement that the agent comply with the requirements included in the investment policy or policies under section 18 and with the investment plan under section 19; and
- (b) a requirement that the agent report to the board at regular stated intervals. O. Reg. 43/18, s. 10.

(3) An Investment Board or Joint Investment Board shall exercise prudence in selecting an agent, in establishing the terms of the agent's authority and in monitoring the agent's performance to ensure compliance with those terms. O. Reg. 43/18, s. 10.

(4) For the purpose of subsection (3), prudence in monitoring an agent's performance includes,

- (a) reviewing the agent's reports;
- (b) regularly reviewing the agreement between the Investment Board or Joint Investment Board and the agent and how it is being put into effect, including assessing whether the requirement described in clause (2) (a) is being complied with;
- (c) considering whether directions should be provided to the agent or whether the agent's appointment should be revoked; and
- (d) providing directions to the agent or revoking the appointment if the Investment Board or Joint Investment Board considers it appropriate to do so. O. Reg. 43/18, s. 10.

(5) This section does not prevent the investment, by the Investment Board or Joint Investment Board, in mutual funds, pooled funds or segregated funds under variable insurance contracts, and the manager of such a fund is not an agent for the purpose of this section. O. Reg. 43/18, s. 10.

Withdrawal from investment arrangement

23. A municipality may withdraw from investing through an Investment Board or Joint Investment Board that the municipality has not established if all of the following conditions are met:

1. All the municipalities investing through the board agree to the withdrawal.
2. The municipality has done one of the following:
 - i. Entered into an agreement with another municipality that has established an Investment Board, that Investment Board and any other municipalities investing through that Investment Board, to invest through that Investment Board.
 - ii. Entered into an agreement with the municipalities that have established a Joint Investment Board, that Joint Investment Board and any other municipalities investing through that Joint Investment Board, to invest through that Joint Investment Board.
 - iii. Established an Investment Board on its own or established a Joint Investment Board with one or more other municipalities.
3. The municipality has given the Investment Board or Joint Investment Board through which it will be investing the control and management of the municipality's investments by delegating to the board,
 - i. the municipality's powers to make the investments, and
 - ii. the municipality's duties under section 418.1 of the Act. O. Reg. 43/18, s. 10.

Application of Part, withdrawal or dissolution

24. (1) This section applies if a municipality establishes an Investment Board or a Joint Investment Board,

- (a) in order to meet the condition set out in subparagraph 2 iii of section 23 with respect to withdrawing from investing; or
- (b) in order to meet a condition set out in Ontario Regulation 42/18 (Dissolution of and Prescribed Changes to Investment Board or Joint Investment Board) made under the Act. O. Reg. 43/18, s. 10.

(2) The municipality must satisfy the requirement set out in paragraph 1 or 2 of section 15 at the time of establishing the board and the reference in subparagraph 1 ii of section 15 to “the day the municipality passes the by-law under subsection 418.1 (2) of the Act” is deemed for the purposes of this section to be a reference to “the day the Investment Board is established”. O. Reg. 43/18, s. 10.

(3) Subsections 17 (1) and (2) apply to the municipality. O. Reg. 43/18, s. 10.

(4) Sections 16 and 18 to 22 apply with respect to the investment of money by the Investment Board or Joint Investment Board. O. Reg. 43/18, s. 10.

Transitional matters, what may be done in advance

25. For greater certainty, before a municipality passes a by-law under subsection 418.1 (2) of the Act and before the effective date of the by-law,

- (a) the municipality may establish an Investment Board or Joint Investment Board and appoint the members;
- (b) the municipality may enter into an agreement described in paragraph 2 or 3 of section 15;
- (c) the municipality may adopt an investment policy under section 18;
- (d) an Investment Board or Joint Investment Board may adopt an investment plan under section 19; and
- (e) an Investment Board or Joint Investment Board may authorize an agent under section 22. O. Reg. 43/18, s. 10.

Transitional matters, s. 418.1 of the Act

26. (1) No municipality shall pass a by-law under subsection 418.1 (2) of the Act until January 1, 2019. O. Reg. 43/18, s. 10.

(2) Despite the passing of a by-law by a municipality under subsection 418.1 (2) of the Act,

- (a) section 8 of this Regulation continues to apply to the municipality for the purposes of reporting in respect of any period up to and including the effective date of the by-law; and
- (b) section 20 of this Regulation applies to an Investment Board or Joint Investment Board for the purposes of reporting in respect of any period following the effective date of the by-law. O. Reg. 43/18, s. 10.

(3) Despite the passing of a by-law by a municipality under subsection 418.1 (2) of the Act,

- (a) section 8.1 of this Regulation continues to apply with respect to investments made on or before the effective date of the by-law; and
- (b) section 21 of this Regulation applies with respect to investments made following the effective date of the by-law. O. Reg. 43/18, s. 10.

(4) Despite the passing of a by-law by a municipality under subsection 418.1 (2) of the Act, reports shall be made by the treasurer under subsection 12 (1) of this Regulation until reports have been made covering the periods up to and including the period ending on the effective date of the by-law. O. Reg. 43/18, s. 10.

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Municipal Conflict of Interest Act

R.S.O. 1990, CHAPTER M.50

Consolidation Period: From March 26, 2019 to the [e-Laws currency date](#).

Last amendment: 2019, c. 1, Sched. 4, s. 35.

Legislative History: 1994, c. 23, s. 2; 1996, c. 32, s. 76; 1997, c. 25, Sched. E, s. 7; 1997, c. 31, s. 156; 1999, c. 6, s. 41; 2002, c. 17, Sched. F, Table; 2005, c. 5, s. 45; 2006, c. 19, Sched. C, s. 1 (1); 2006, c. 32, Sched. C, s. 33; 2006, c. 32, Sched. D, s. 10; 2007, c. 7, Sched. 27; 2007, c. 8, s. 219; 2009, c. 33, Sched. 21, s. 7; 2016, c. 23, s. 58; 2017, c. 10, Sched. 3; 2018, c. 3, Sched. 5, s. 37 (see: 2019, c. 1, Sched. 3, s. 5); 2019, c. 1, Sched. 4, s. 35.

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Definitions

1 In this 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; (“enfant”)

“controlling interest” means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding; (“intérêts majoritaires”)

“council” means the council of a municipality; (“conseil”)

“elector” means,

(a) in respect of a municipality, or a local board thereof, other than a school board, a person entitled to vote at a municipal election in the municipality, and

(b) in respect of a school board, a person entitled to vote at the election of members of the school board; (“électeur”)

“interest in common with electors generally” means a pecuniary interest in common with the electors within the area of jurisdiction and, where the matter under consideration affects only part of the area of jurisdiction, means a pecuniary interest in common with the electors within that part; (“intérêt commun à tous les électeurs”)

“judge” means a judge of the Superior Court of Justice; (“juge”)

“local board” means a school board, board of directors of a children’s aid society, committee of adjustment, conservation authority, court of revision, land division committee, municipal service board, public library board, board of management of an improvement area, board of health, police services board, planning board, district social services administration board, trustees of a police village, board of trustees of a police village, board or committee of management of a long-term care home, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act in respect of any of the affairs or purposes, including school purposes, of one or more municipalities or parts thereof, but does not include a committee of management of a community recreation centre appointed by a school board or a local roads board; (“conseil local”)

Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “local board” in section 1 of the Act is amended by striking out “police services board” and substituting “police service board”. (See: 2019, c. 1, Sched. 4, s. 35)

“meeting” includes any regular, special, committee or other meeting of a council or local board, as the case may be; (“réunion”)

“member” means a member of a council or of a local board; (“membre”)

“municipality” includes a board, commission or other local authority exercising any power in respect of municipal affairs or purposes, including school purposes, in territory without municipal organization, but does not include a committee of management of a community recreation centre appointed by a school board, a local roads board or a local services board; (“municipalité”)

“parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family; (“père ou mère”)

“school board” means a board as defined in subsection 1 (1) of the *Education Act*, and, where the context requires, includes an old board within the meaning of subsection 1 (1) of the *Education Act*; (“conseil scolaire”)

“senior officer” means the chair or any vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office; (“dirigeant”)

“spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage. (“conjoint”) R.S.O. 1990, c. M.50, s. 1; 1997, c. 25, Sched. E, s. 7; 1997, c. 31, s. 156 (1); 1999, c. 6, s. 41 (1); 2002, c. 17, Sched. F, Table; 2005, c. 5, s. 45 (1, 2); 2006, c. 19, Sched. C, s. 1 (1); 2006, c. 32, Sched. D, s. 10; 2007, c. 8, s. 219; 2016, c. 23, s. 58.

Section Amendments with date in force (d/m/y)

1997, c. 31, s. 156 (1) - 01/01/1998; 1999, c. 6, s. 41 (1) - 01/03/2000

2002, c. 17, Sched. F, Table - 01/01/2003

2005, c. 5, s. 45 (1, 2) - 13/06/2005

2006, c. 19, Sched. C, s. 1 (1) - 22/06/2006; 2006, c. 32, Sched. D, s. 10 - 01/01/2007

2007, c. 8, s. 219 - 01/07/2010

2016, c. 23, s. 58 - 01/01/2017

2018, c. 3, Sched. 5, s. 37 - no effect - see 2019, c. 1, Sched. 3, s. 5 - 26/03/2019

2019, c. 1, Sched. 4, s. 35 - not in force

Principles

1.1 The Province of Ontario endorses the following principles in relation to the duties of members of councils and of local boards under this Act:

1. The importance of integrity, independence and accountability in local government decision-making.
2. The importance of certainty in reconciling the public duties and pecuniary interests of members.
3. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
4. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise. 2017, c. 10, Sched. 3, s. 1.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 1 - 01/03/2019

Indirect pecuniary interest

2 For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if,

- (a) the member or his or her nominee,
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or
 - (iii) is a member of a body,

that has a pecuniary interest in the matter; or

- (b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2.

Interest of certain persons deemed that of member

3 For the purposes of this Act, the pecuniary interest, direct or indirect, of a parent or the spouse or any child of the member shall, if known to the member, be deemed to be also the pecuniary interest of the member. R.S.O. 1990, c. M.50, s. 3; 1999, c. 6, s. 41 (2); 2005, c. 5, s. 45 (3).

Section Amendments with date in force (d/m/y)

1999, c. 6, s. 41 (2) - 01/03/2000

2005, c. 5, s. 45 (3) - 13/06/2005

EXCEPTIONS

Where ss. 5 and 5.2 do not apply

4 Sections 5 and 5.2 do not apply to a pecuniary interest in any matter that a member may have,

- (a) as a user of any public utility service supplied to the member by the municipality or local board in like manner and subject to the like conditions as are applicable in the case of persons who are not members;
- (b) by reason of the member being entitled to receive on terms common to other persons any service or commodity or any subsidy, loan or other such benefit offered by the municipality or local board;
- (c) by reason of the member purchasing or owning a debenture of the municipality or local board;
- (d) by reason of the member having made a deposit with the municipality or local board, the whole or part of which is or may be returnable to the member in like manner as such a deposit is or may be returnable to all other electors;
- (e) by reason of having an interest in any property affected by a work under the *Drainage Act* or by a work under a regulation made under Part XII of the *Municipal Act, 2001* or Part IX of the *City of Toronto Act, 2006*, as the case may be, relating to local improvements;
- (f) by reason of having an interest in farm lands that are exempted from taxation for certain expenditures under the *Assessment Act*;
- (g) by reason of the member being eligible for election or appointment to fill a vacancy, office or position in the council or local board when the council or local board is empowered or required by any general or special Act to fill such vacancy, office or position;

- (h) by reason only of the member being a director or senior officer of a corporation incorporated for the purpose of carrying on business for and on behalf of the municipality or local board or by reason only of the member being a member of a board, commission, or other body as an appointee of a council or local board;
- (i) in respect of an allowance for attendance at meetings, or any other allowance, honorarium, remuneration, salary or benefit to which the member may be entitled by reason of being a member or as a member of a volunteer fire brigade, as the case may be;
- (j) by reason of the member having a pecuniary interest which is an interest in common with electors generally; or
- (k) by reason only of an interest of the member which is so remote or insignificant in its nature that it cannot reasonably be regarded as likely to influence the member. R.S.O. 1990, c. M.50, s. 4; 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 33 (1); 2017, c. 10, Sched. 3, s. 2.

Section Amendments with date in force (d/m/y)

2002, c. 17, Sched. F, Table - 01/01/2003

2006, c. 32, Sched. C, s. 33 (1) - 01/01/2007

2017, c. 10, Sched. 3, s. 2 - 01/03/2019

DUTY OF MEMBER

When present at meeting at which matter considered

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

- (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- (b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
- (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).

Where member to leave closed meeting

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration. R.S.O. 1990, c. M.50, s. 5 (2).

Exception, consideration of penalty

(2.1) The following rules apply if the matter under consideration at a meeting or a part of a meeting is to consider whether to suspend the remuneration paid to the member under subsection 223.4 (5) or (6) of the *Municipal Act, 2001* or under subsection 160 (5) or (6) of the *City of Toronto Act, 2006*:

1. Despite clauses (1) (b) and (c), the member may take part in the discussion of the matter, including making submissions to council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the meeting. However, the member is not permitted to vote on any question in respect of the matter.
2. Despite subsection (2), in the case of a meeting that is not open to the public, the member may attend the meeting or part of the meeting during which the matter is under consideration. 2017, c. 10, Sched. 3, s. 3.

When absent from meeting at which matter considered

(3) Where the interest of a member has not been disclosed as required by subsection (1) by reason of the member's absence from the meeting referred to therein, the member shall disclose the interest and otherwise comply with subsection (1) at the first meeting of the council or local board, as the case may be, attended by the member after the meeting referred to in subsection (1). R.S.O. 1990, c. M.50, s. 5 (3).

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 3 - 01/03/2019

Written statement re disclosure

5.1 At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 4 - 01/03/2019

Influence

5.2 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter that is being considered by an officer or employee of the municipality or local board, or by a person or body to which the municipality or local board has delegated a power or duty, the member shall not use his or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter. 2017, c. 10, Sched. 3, s. 4.

Exception

(2) However, if a municipality delegates a power to suspend the remuneration paid to a member under subsection 223.4 (5) of the *Municipal Act, 2001* or subsection 160 (5) of the *City of Toronto Act, 2006* to a person or body, and the person or body is considering exercising that power with respect to a member, subsection (1) of this section does not prevent the member from attempting to influence any decision or recommendation of the person or body that results from consideration of the matter. 2017, c. 10, Sched. 3, s. 4.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 4 - 01/03/2019

RECORD OF DISCLOSURE

Disclosure to be recorded in minutes

6 (1) Every declaration of interest and the general nature thereof made under section 5 shall, where the meeting is open to the public, be recorded in the minutes of the meeting by the clerk of the municipality or secretary of the committee or local board, as the case may be. R.S.O. 1990, c. M.50, s. 6 (1).

Idem

(2) Every declaration of interest made under section 5, but not the general nature of that interest, shall, where the meeting is not open to the public, be recorded in the minutes of the next meeting that is open to the public. R.S.O. 1990, c. M.50, s. 6 (2).

REGISTRY

Requirement to establish registry

6.1 (1) Every municipality and local board shall establish and maintain a registry in which shall be kept,

- (a) a copy of each statement filed under section 5.1; and
- (b) a copy of each declaration recorded under section 6. 2017, c. 10, Sched. 3, s. 5.

Access to registry

(2) The registry shall be available for public inspection in the manner and during the time that the municipality or local board, as the case may be, may determine. 2017, c. 10, Sched. 3, s. 5.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 5 - 01/03/2019

REMEDY FOR LACK OF QUORUM

Quorum deemed constituted

7 (1) Where the number of members who, by reason of the provisions of this Act, are disabled from participating in a meeting is such that at that meeting the remaining members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two. R.S.O. 1990, c. M.50, s. 7 (1).

Application to judge

(2) Where in the circumstances mentioned in subsection (1), the remaining number of members who are not disabled from participating in the meeting is less than two, the council or local board may apply to a judge without notice for an order authorizing the council or local board, as the case may be, to give consideration to, discuss and vote on the matter out of which the interest arises. R.S.O. 1990, c. M.50, s. 7 (2).

Power of judge to declare s. 5, 5.1 or 5.2 not to apply

(3) The judge may, on an application brought under subsection (2), by order, declare that section 5, 5.1 or 5.2 does not apply to the council or local board, as the case may be, in respect of the matter in relation to which the application is brought, and the council or local board thereupon may give consideration to, discuss and vote on the matter in the same manner as though none of the members had any interest therein, subject only to such conditions and directions as the judge may consider appropriate and so order. R.S.O. 1990, c. M.50, s. 7 (3); 2017, c. 10, Sched. 3, s. 6.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 6 - 01/03/2019

ACTION WHERE CONTRAVENTION ALLEGED

Application

8 (1) An elector, an Integrity Commissioner of a municipality or a person demonstrably acting in the public interest may apply to a judge for a determination of the question of whether,

- (a) a member has contravened section 5, 5.1 or 5.2; or
- (b) a former member contravened section 5, 5.1 or 5.2 while he or she was a member. 2017, c. 10, Sched. 3, s. 7.

Six-week period

(2) An application may only be made within six weeks after the applicant became aware of the alleged contravention. 2017, c. 10, Sched. 3, s. 7.

Exception

(3) Despite subsection (2), an application may be made more than six weeks after the applicant became aware of the alleged contravention if all of the following conditions are satisfied:

1. The applicant applied to an Integrity Commissioner for an inquiry under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006* in accordance with those sections.
2. The Integrity Commissioner conducted an inquiry under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006* and the Commissioner,
 - i. has advised the applicant under subsection 223.4.1 (16) of the *Municipal Act, 2001* or under subsection 160.1 (16) of the *City of Toronto Act, 2006* that the Commissioner will not be making an application to a judge,
 - ii. has not completed the inquiry within the time limit set out in subsection 223.4.1 (14) of the *Municipal Act, 2001* or subsection 160.1 (14) of the *City of Toronto Act, 2006*, or
 - iii. has terminated the inquiry under subsection 223.4.1 (12) of the *Municipal Act, 2001* or subsection 160.1 (12) of the *City of Toronto Act, 2006*.
3. The application under this section includes a copy of the applicant's statutory declaration made under subsection 223.4.1 (6) of the *Municipal Act, 2001* or under subsection 160.1 (6) of the *City of Toronto Act, 2006*.
4. The application under this section is made within six weeks after the earlier of the following,
 - i. the day the Commissioner advised the applicant under subsection 223.4.1 (16) of the *Municipal Act, 2001* or under subsection 160.1 (16) of the *City of Toronto Act, 2006* that the Commissioner will not be making an application to a judge,
 - ii. the last day on which the Commissioner is required under subsection 223.4.1 (14) of the *Municipal Act, 2001* or subsection 160.1 (14) of the *City of Toronto Act, 2006* to complete the inquiry referred to in paragraph 2 of this subsection, and
 - iii. the day the inquiry was terminated under subsection 223.4.1 (12) of the *Municipal Act, 2001* or subsection 160.1 (12) of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 7.

Same, application by Integrity Commissioner

(4) Despite subsection (2), an application may be made more than six weeks after the applicant became aware of the alleged contravention if the applicant is an Integrity Commissioner and if the application relates to an inquiry conducted by the Commissioner under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 7.

No application by Integrity Commissioner during regular election

(5) No application shall be made by an Integrity Commissioner of a municipality during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act. 2017, c. 10, Sched. 3, s. 7.

Limitation

(6) Despite subsections (2), (3) and (4), no application shall be made after the sixth anniversary of the alleged contravention. 2017, c. 10, Sched. 3, s. 7.

Contents of notice of application

(7) The notice of application shall state the grounds for finding that the member or former member contravened section 5, 5.1 or 5.2. 2017, c. 10, Sched. 3, s. 7.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 7 - 01/03/2019

Power of judge

9 (1) If the judge determines that the member or former member contravened section 5, 5.1 or 5.2, the judge may do any or all of the following:

1. Reprimand the member or former member.
2. Suspend the remuneration paid to the member for a period of up to 90 days.
3. Declare the member's seat vacant.
4. Disqualify the member or former member from being a member during a period of not more than seven years after the date of the order.
5. If the contravention has resulted in personal financial gain, require the member or former member to make restitution to the party suffering the loss, or, if the party's identity is not readily ascertainable, to the municipality or local board, as the case may be. 2017, c. 10, Sched. 3, s. 7.

Same

(2) In exercising his or her discretion under subsection (1) the judge may consider, among other matters, whether the member or former member,

- (a) took reasonable measures to prevent the contravention;
- (b) disclosed the pecuniary interest and all relevant facts known to him or her to an Integrity Commissioner in a request for advice from the Commissioner under the *Municipal Act, 2001* or the *City of Toronto Act, 2006* and acted in accordance with the advice, if any, provided to the member by the Commissioner; or
- (c) committed the contravention through inadvertence or by reason of an error in judgment made in good faith. 2017, c. 10, Sched. 3, s. 7.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 7 - 01/03/2019

10 REPEALED: 2017, c. 10, Sched. 3, s. 7.

Section Amendments with date in force (d/m/y)

1997, c. 31, s. 156 (2) - 01/01/1998

2017, c. 10, Sched. 3, s. 7 - 01/03/2019

Appeal to Divisional Court

11 (1) An appeal lies from any order made under section 9 to the Divisional Court in accordance with the rules of court. R.S.O. 1990, c. M.50, s. 11 (1); 2017, c. 10, Sched. 3, s. 8.

Judgment or new trial

(2) The Divisional Court may give any judgment that ought to have been pronounced, in which case its decision is final, or the Divisional Court may grant a new trial for the purpose of taking evidence or additional evidence and may remit the case to the trial judge or another judge and, subject to any directions of the Divisional Court, the case shall be proceeded with as if there had been no appeal. R.S.O. 1990, c. M.50, s. 11 (2).

Appeal from order or new trial

(3) Where the case is remitted to a judge under subsection (2), an appeal lies from the order of the judge to the Divisional Court in accordance with the provisions of this section. R.S.O. 1990, c. M.50, s. 11 (3).

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 8 - 01/03/2019

Proceedings not invalidated but voidable

12 (1) A member's failure to comply with section 5, 5.1 or 5.2 does not invalidate any proceedings in respect of a matter referred to in those sections, but those proceedings are voidable in the circumstances described in subsection (2). 2017, c. 10, Sched. 3, s. 9.

Declaring proceedings void

(2) Subject to subsection (3), if a member has failed to comply with section 5, 5.1 or 5.2 in respect of a matter referred to in those sections, the municipality or local board, as the case may be, may declare the proceedings to be void before the second anniversary of the date of the passing of the by-law or resolution authorizing the matter. 2017, c. 10, Sched. 3, s. 9.

Exception

(3) Subsection (2) does not apply if declaring the proceedings to be void would adversely affect the rights that any person who acted in good faith and without actual notice of the failure to comply with section 5, 5.1 or 5.2 acquired under or by virtue of the proceedings. 2017, c. 10, Sched. 3, s. 9.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 9 - 01/03/2019

Other proceedings prohibited

13 (1) A proceeding that relates to a member's or former member's alleged conflict of interest and seeks a remedy described in subsection 9 (1) shall be brought only under this Act. 2017, c. 10, Sched. 3, s. 9.

Same

(2) Subsection (1) does not affect the power of a municipality or a local board to reprimand a member or suspend a member's remuneration under subsection 223.4 (5) or (6) of the *Municipal Act, 2001* or under subsection 160 (5) or (6) of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 9.

Section Amendments with date in force (d/m/y)

2017, c. 10, Sched. 3, s. 9 - 01/03/2019

GENERAL

Insurance

14 (1) Despite section 279 of the *Municipal Act, 2001* or section 218 of the *City of Toronto Act, 2006*, as the case may be, the council of every municipality may at any time pass by-laws,

- (a) for contracting for insurance;
- (b) despite the *Insurance Act*, to enable the municipality to act as an insurer; and
- (c) for exchanging with other municipalities in Ontario reciprocal contracts of indemnity or inter-insurance in accordance with Part XIII of the *Insurance Act*,

to protect a member of the council or of any local board thereof who has been found not to have contravened section 5, 5.1 or 5.2 against any costs or expenses incurred by the member as a result of a proceeding brought under this Act, and for paying

on behalf of or reimbursing the member for any such costs or expenses. R.S.O. 1990, c. M.50, s. 14 (1); 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 33 (2); 2017, c. 10, Sched. 3, s. 10 (1).

Insurance Act does not apply

(2) The *Insurance Act* does not apply to a municipality acting as an insurer for the purposes of subsection (1). R.S.O. 1990, c. M.50, s. 14 (2).

Surplus funds

(3) Despite section 387 of the *Insurance Act*, any surplus funds and the reserve fund of a municipal reciprocal exchange may be invested only in accordance with subsection 279 (2) of the *Municipal Act, 2001* or subsection 218 (3) of the *City of Toronto Act, 2006*, as the case may be. 2017, c. 10, Sched. 3, s. 10 (2).

Reserve funds

(4) The money raised for a reserve fund of a municipal reciprocal exchange may be expended or pledged for, or applied to, a purpose other than that for which the fund was established if two-thirds of the municipalities that are members of the exchange together with two-thirds of the municipalities that previously were members of the exchange and that may be subject to claims arising while they were members of the exchange agree in writing and if section 386 of the *Insurance Act* is complied with. R.S.O. 1990, c. M.50, s. 14 (4); 2009, c. 33, Sched. 21, s. 7.

Local boards

(5) A local board has the same powers to provide insurance for or to make payments to or on behalf of its members as are conferred upon the council of a municipality under this section in respect of its members. R.S.O. 1990, c. M.50, s. 14 (5).

Former members

(6) A by-law passed under this section may provide that it applies to a person who was a member at the time the circumstances giving rise to the proceeding occurred but who, prior to the judgment in the proceeding, has ceased to be a member. R.S.O. 1990, c. M.50, s. 14 (6).

Section Amendments with date in force (d/m/y)

1996, c. 32, s. 76 (1) - 06/03/1997

2002, c. 17, Sched. F, Table - 01/01/2003

2006, c. 32, Sched. C, s. 33 (2, 3) - 01/01/2007

2007, c. 7, Sched. 27, s. 1 - 05/05/2008

2009, c. 33, Sched. 21, s. 7 - 15/12/2009

2017, c. 10, Sched. 3, s. 10 (1) - 01/03/2019; 2017, c. 10, Sched. 3, s. 10 (2) - 01/03/2018

Conflict with other Acts

15 In the event of conflict between any provision of this Act and any provision of any general or special Act, the provision of this Act prevails. R.S.O. 1990, c. M.50, s. 15.

Français

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Date: November 23, 2018

**In the Matter of the *Securities Act*,
R.S.O. 1990, c. S.5, as amended
(the OSA)**

and

**In the Matter of the *Commodity Futures Act*,
R.S.O. 1990, c. C.20, as amended (the CFA)**

and

**In the Matter of
Local Authority Services (LAS), CHUMS Financing Corporation (CHUMS),
and ONE Investment and ONE Joint Investment Board (ONE JIB)
(the Filers)**

Commission and Director Decisions

Background

The Ontario Securities Commission (the **OSC** or **Commission**) has received an application from the Filers for decisions under the OSA and CFA providing for the following exemptions (collectively, the **Commission Exemptions Sought**):

- A. rulings under subsection 74(1) of the OSA (the **OSA Exemptions Sought**):
 - (a) exempting each Investment Pool, and the Filers acting on behalf of the Investment Pool, from the OSA dealer registration requirement in connection with trades in any Units of the Investment Pool to any Eligible Investor;
 - (b) exempting ONE Investment from the OSA investment fund manager registration requirement in connection with ONE Investment acting as an investment fund manager for any Investment Pool that is an investment fund in respect of which the only holders of securities issued by the Investment Pool are Eligible Investors;
 - (c) exempting ONE JIB and ONE Investment from the OSA adviser registration requirement in connection with ONE JIB or ONE Investment providing Investment Advisory Services in respect of securities to any Eligible Investor or any Investment Pool;

- (d) exempting ONE Investment and ONE JIB from the OSA dealer registration requirement in connection with trades in securities (other than Units of the Investment Pools) made under the ONE Investment Offering to any Eligible Investor; and
- B. an order, under section 80 of the CFA (the **CFA Exemption Sought**), exempting ONE JIB and ONE Investment from the CFA adviser registration requirement in connection with ONE JIB and ONE Investment providing Investment Advisory Services in respect of commodity futures contracts or commodity futures options to any Eligible Investor or any Investment Pool.

The OSC has also received an application from ONE Investment for an order under section 17.1 of National Instrument 81-106 *Investment Fund Continuous Disclosure* (**NI 81-106**, and together with the OSA and the CFA, the **Legislation**), exempting the Investment Pools from the financial statement requirements in Part 2 of NI 81-106 that apply to “mutual funds in Ontario” (the **Director Exemption Sought**).

Interpretation

In this decision, the following terms shall have the following meanings unless context otherwise requires and terms defined in National Instrument 14-101 – *Definitions* have the meanings ascribed therein:

- i. **accredited investor** has the same meaning as in section 73.3 of the OSA and section 1.1 of NI 45-106;
- ii. **CFA adviser registration requirement** means the requirement in subsection 22(1) of the CFA that prohibits a person or company from engaging in the business of advising others as to trading in a commodity futures contract or commodity futures option unless that person or company is registered in the appropriate category of registration under the CFA;
- iii. **Eligible Investor** means (i) a municipality in Ontario which is subject to the Municipal Legislation; (ii) a public board or commission in Ontario or a metropolitan community, school board, or any agency of a municipality in Ontario or any of the foregoing (as found in the definition of accredited investor); or (iii) an entity specified in section 420 of the *Municipal Act* (including an entity prescribed by regulation); provided such entity as described in clauses (i), (ii) or (iii) is an accredited investor;
- iv. **Founding Municipalities** means the Ontario municipalities who established ONE JIB as a Joint Investment Board in accordance with the requirements of paragraph 2 of section 15 of the Municipal Investment Regulation;

- v. **Investment Advisory Services** means, in the case of an Eligible Investor or Investment Pool, investment management and advisory services that include advising the Eligible Investor or Investment Pool as to the investing in or buying or selling of securities, or advising the Eligible Investor or Investment Pool as to trading in commodity futures contracts or commodity futures options;
- vi. **Investment Pools** means pooled investment vehicles or similar arrangements managed by ONE Investment for the benefit of Eligible Investors and **Investment Pool** means any one of them;
- vii. **Investment Pool Document** means the articles, declaration of trust, limited partnership agreement or other constating or governing document in respect of an Investment Pool;
- viii. **Management Interests** has the meaning given to this term in paragraph 39, below;
- ix. **Municipal Act** means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- x. **Municipal Fiduciary Standard** has the meaning given to it in paragraph 22 below;
- xi. **Municipal Investment Regulation** means Ontario Regulation 438/97 *Eligible Investments, Related Financial Agreements and Prudent Investment*, made under the Municipal Act;
- xii. **Municipal Legislation** means all applicable legislation that applies to ONE JIB including, without limitation, the *Municipal Act*, the *Municipal Conflict of Interest Act*, R.S.O. 1990, C. M.50, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M.56, the Municipal Investment Regulation and any other applicable regulations made under such Acts;
- xiii. **NI 31-103** means National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;
- xiv. **NI 45-106** means National Instrument 45-106 *Prospectus Exemptions*;
- xv. **NI 81-102** means National Instrument 81-102 *Investment Funds*;
- xvi. **ONE Investment Offering** means advice related to municipal finance and infrastructure asset management, and the suite of cash management and investment products and services, including but not limited to securities of the Investment Pools, offered or to be offered by CHUMS, LAS and ONE Investment to Eligible Investors;
- xvii. **ONE Investment Subsidiary** means a person or company of which all of the securities or other interests issued by the person or company are beneficially owned by ONE Investment;

- xviii. **ONE JIB** means the ONE Joint Investment Board and for purposes of this decision includes the individuals who from time to time are members of ONE JIB;
- xix. **ONE JIB Agreement** means the agreement to be entered into by a municipality, ONE JIB and any other municipalities investing through ONE JIB as specified in paragraph 3 of section 15 of the Municipal Investment Regulation;
- xx. **OSA adviser registration requirement** means the requirement in subsection 25(3) of the OSA that prohibits a person or company from engaging in the business of, or holding himself, herself or itself out as engaging in the business of, advising anyone with respect to investing in securities or the buying or selling of securities, unless that person or company is registered in the appropriate category of registration under the OSA;
- xxi. **OSA dealer registration requirement** means the requirement in subsection 25(1) of the OSA that prohibits a person or company from engaging in, or holding himself, herself or itself out as engaging in, the business of trading in securities, unless that person or company is registered in the appropriate category of registration under the OSA;
- xxii. **OSA investment fund manager registration requirement** means the requirement in subsection 25(4) of the OSA that prohibits a person or company from acting as an investment fund manager, unless that person or company is registered as an investment fund manager under the OSA;
- xxiii. **Participating Municipality** means a municipality which has entered into the ONE JIB Agreement.
- xxiv. **Units** means the units, fractionalized ownership interests or other securities issued by or in respect of an Investment Pool.

Representations

This decision is based on the following facts represented by the Filers:

Structure of the Filers

1. LAS is a not-for-profit, non-share corporation. The mandate of LAS is to work with Ontario municipalities, as well as organizations from the broader public sector, to help realize lower costs, higher revenues, and enhanced staff capacity through co-operative procurement efforts and innovative training, programs, and services.
2. CHUMS is a not-for-profit corporation established in 1992 by the Municipal Finance Officers' Association of Ontario (MFOA) and its sole shareholder is MFOA. CHUMS provides advice and services in the area of municipal finance to Ontario municipalities and municipal finance officers and staff.

3. ONE Investment is a not-for-profit corporation without share capital incorporated July 10, 2018 by LAS and CHUMS.
4. None of LAS, CHUMS or ONE Investment is registered in any capacity in Ontario.
5. None of LAS, CHUMS or ONE Investment is in default of any requirement of the OSA or the regulations made thereunder.
6. None of LAS, CHUMS or ONE Investment is in default of any requirement of the CFA or the regulations made thereunder.
7. ONE Investment has been formed in response to an initiative of the Government of Ontario to make possible enhanced investment returns and efficiencies for municipalities. A key policy driver for ONE Investment is to make high-quality investment management available to smaller municipalities that do not have in-house expertise or financial resources to obtain such advisory services on their own, thereby allowing for increasing their risk-adjusted investment returns. ONE Investment will work with, and provide support to, ONE JIB to make available the Investment Pools and the ONE Investment Offering to Eligible Investors.
8. As a not-for-profit corporation, ONE Investment will operate on the basis of a not-for-profit, cost-recovery model.
9. ONE JIB is being established by the Founding Municipalities as a Joint Investment Board under the *Municipal Act* and the Municipal Investment Regulation. Upon entering into the ONE JIB Agreement and complying with other conditions set out in the *Municipal Act* and the Municipal Investment Regulation, ONE JIB will have management and control over certain money to be invested by Participating Municipalities.
10. The Municipal Legislation and the *City of Toronto Act*, 2006 S.O. c.11 and the applicable regulations made under that Act contain detailed provisions regarding the governance and transparency requirements for municipalities and their investment boards or joint investment boards who choose to invest under section 418.1 of the *Municipal Act*.
11. The *Municipal Act* and the Municipal Investment Regulation provide that ONE JIB will be required to enter into the ONE JIB Agreement with each Participating Municipality. The ONE JIB Agreement with each Participating Municipality will be approved by the council of each Participating Municipality in accordance with each such Participating Municipality's by-laws and procedural rules.

12. Each Participating Municipality is an accredited investor under the definition of accredited investor in section 1.1 of NI 45-106.
13. ONE JIB may manage certain assets of Participating Municipalities in segregated accounts or under co-ownership arrangements whereby the Participating Municipalities will own a direct or indirect interest in the invested assets. In addition, ONE JIB may allocate certain of the assets of Participating Municipalities to the Investment Pools, and ONE Investment will manage the assets of the Investment Pools.

Participating Municipalities and Other Eligible Investors

14. Section 420 of the *Municipal Act* provides that in addition to other municipalities, the following are prescribed as entities with whom a municipality has the power to enter into an agreement for the investment of money: (i) a public hospital, (ii) a university in Ontario that is authorized to operate under section 3 of the *Post-Secondary Education Choice and Excellence Act, 2000*, (iii) a college established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*, (iv) a school board, (v) any agent of an institution described in (i) to (v) of this paragraph; and (vi) additional persons or bodies or any class of them as may be prescribed by the Minister of Municipal Affairs and Housing.
15. Under the definition of accredited investor in section 73.3 of the OSA and section 1.1 of NI 45-106, in addition to municipalities, the following are included as accredited investors: a public board or commission in Canada or a metropolitan community, school board, or any agency of a municipality in Canada. For purposes of the Exemptions Sought, Eligible Investors are the entities described in paragraph 14, provided that that the entity is an accredited investor, and the entities described in this paragraph 15, except that the references to “Canada” are changed to references to “Ontario”.
16. Neither ONE JIB nor ONE Investment will provide investment management or advisory services to any persons or companies other than the Eligible Investors and the Investment Pools.
17. Entities that qualify as Eligible Investors are all municipalities as defined in section 1 of the *Municipal Act* or other organizations in Ontario’s broader public sector that are generally subject to Ontario legislation and policies that are designed to ensure accountability, transparency and integrity in the public sector. For example the Participating Municipalities are subject to the Municipal Legislation, which provides the basis for appropriate accountability and transparency.

18. ONE JIB is constituted as a joint municipal service board as defined in the *Municipal Act* and is generally subject to Ontario legislation and policies that are designed to ensure accountability, transparency and integrity in the public sector. For example:
 - (a) members of the ONE JIB may only act in accordance with the Municipal Legislation, which provides the basis for appropriate accountability and transparency;
 - (b) the Municipal Legislation, which applies to all members of local boards that are subject to the *Municipal Act*, including the members of ONE JIB, sets out rights and duties of members concerning ethical conduct and establishing procedures for the disclosure and investigation of ethical breaches; and
 - (c) as a local board, meetings of ONE JIB will be open to the public.
19. To comply with the governance and financial reporting requirements set out in their by-laws and in the Municipal Legislation, Participating Municipalities have sophisticated governance structures and generally have appropriate financial and business expertise.

Duty of Loyalty and Standard of Care

20. Subsection 418.1(8) of the *Municipal Act* requires a Participating Municipality, in investing its money, to exercise the care, skill, diligence and judgment that a prudent investor would exercise. Subsection 418.1(9) of the *Municipal Act* requires a Participating Municipality, in the discharge of its duties, to obtain the advice that a prudent investor would obtain under comparable circumstances.
21. The ONE JIB Agreement provides that ONE JIB will exercise this same standard of care in the discharge of its duties to Participating Municipalities.
22. The ONE JIB Agreement provides for proficiency requirements for ONE JIB members by requiring each such member to have experience and expertise in investment management, risk management, finance, corporate governance, accounting, law or in such other areas of expertise as may be determined from time to time.
23. The *Municipal Act* provides that:
 - (a) the municipality must consider the following criteria in planning investments, in addition to any other criteria that are relevant to the circumstances:
 1. General economic conditions;

2. The possible effect of inflation or deflation;
 3. The role that each investment or course of action plays within the municipality's portfolio of investments;
 4. The expected total return from income and the appreciation of capital; and
 5. Needs for liquidity, regularity of income and preservation or appreciation of capital; and
- (b) the municipality must diversity its investments to an extent that is appropriate to general economic and investment market conditions;

(the foregoing requirements, together with the standard of care set out in paragraph 20, and the obligations described in paragraph 24, are referred to herein as the **Municipal Fiduciary Standard**).

24. Subsections 22(1) and (2) of the Municipal Investment Regulation provide that an Investment Board or Joint Investment Board such as ONE JIB may authorize an agent to exercise any of the board's functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function. An Investment Board or Joint Investment Board such as ONE JIB is required to exercise prudence in selecting an agent, in establishing the terms of the agent's authority and in monitoring the agent's performance to ensure compliance with those terms. When investing the assets of the Participating Municipalities, under the ONE JIB Agreement, ONE JIB and ONE Investment will be subject to the Municipal Fiduciary Standard.

Governance

25. The Municipal Legislation collectively establishes a framework for robust governance and compliance systems for Participating Municipalities and ONE JIB that establish requirements for: the disclosure of information to Participating Municipalities, the maintenance of high standards of fitness and business conduct to ensure honest and responsible conduct by ONE JIB, and accountability to Participating Municipalities and their respective councils.
26. ONE JIB is to consist of at least seven and not more than ten members. The first members of ONE JIB will be appointed by the Founding Municipalities. In the future, members of ONE JIB will be nominated by the incumbent members of ONE JIB, and approved by ONE Investment (as proxy for the Participating Municipalities). The

Participating Municipalities will retain power to veto a nominee or to terminate a member in extraordinary circumstances. Candidates for membership will be selected in accordance with a skills/needs matrix by a nominating committee which is established in accordance with ONE JIB's terms of reference.

27. The Municipal Legislation authorizes ONE JIB to make or amend policies governing its proceedings and generally for the conduct and management of ONE JIB's activities and affairs that are consistent with the Municipal Legislation.
28. In connection with its investment management activities for a Participating Municipality, ONE JIB will adopt and maintain an investment plan to carry out a Participating Municipality's investment policy and to comply with the Municipal Fiduciary Standard, and ONE Investment will, as an agent of ONE JIB, carry out the day-to-day operations to implement such plans, including in relation to the following matters:
 - (a) a process for making prescribed reports to the Participating Municipality and its treasurer;
 - (b) maintenance of books and records that accurately record transactions on behalf of Participating Municipalities and demonstrates compliance with the Municipal Legislation;
 - (c) prevention of any investments by an Investment Pool, or otherwise by ONE JIB on behalf of a Participating Municipality, which contravene the specific investment restrictions applicable to the Investment Pool, or the Participating Municipality;
 - (d) a know-your-client (known as **KYC**) policy to ensure collection of such information as is necessary to verify the identity of each Participating Municipality and to understand its financial objectives and risk tolerance;
 - (e) if considered necessary, an escalation process for handling concerns or complaints expressed by a Participating Municipality to any member of ONE JIB, which process may be included in the ONE JIB Agreement;
 - (f) a due diligence process for vetting and monitoring any portfolio managers selected by ONE JIB to manage an Investment Pool or a portion of any assets of an Investment Pool or any assets under management by ONE JIB; and
 - (g) a due diligence process for the selection of custodians and other agents, which will be completed prior to a custodian or other agent holding or having access to

the assets of any Participating Municipality or any Investment Pool, and will include appropriate assurances that such assets are segregated in accordance with industry best practices.

All of the foregoing policies and procedures will be available to Participating Municipalities and prospective Participating Municipalities for review.

29. The due diligence process for selecting custodians will ensure that the custodian of assets of any Participating Municipality, including assets of the Investment Pools, satisfy minimum custodial qualification requirements set out in Section 6.2 or 6.3 of NI 81-102.
30. The ONE JIB Agreement will provide strong governance protection for Participating Municipalities. In addition to governance protections provided through the Municipal Legislation, Participating Municipalities may seek additional protections under the terms of the ONE JIB Agreement or other related agreements.
31. The Filers and any Investment Pools would each become a “market participant” as a consequence of the making of this decision. For the purposes of the OSA, and as a market participants, each of the Filers and any Investment Pool will be required by subsection 19(1) of the OSA to: (i) keep such books, records and other documents as are necessary for the proper recording of its business transactions and financial affairs, and the transactions that it executes on behalf of others; and (ii) keep such books, records and documents as may otherwise be required under Ontario securities law.

Initial Establishment and Funding

32. The Founding Municipalities entered into an initial agreement to establish ONE JIB. Initial funding for ONE JIB and One Investment is being provided by LAS and CHUMS. In the future, ONE JIB and One Investment will be funded through a cost allocation and recovery model to be established by ONE JIB and ONE Investment and agreed to with the Participating Municipalities. These mechanisms will fund the ongoing operation of ONE JIB and ONE Investment at a level which ensures that ONE JIB is adequately funded and ONE Investment is adequately capitalized at all times.
33. The ONE JIB and ONE Investment will ensure that adequate insurance or other protection is maintained which is appropriate for ONE JIB, ONE Investment and the assets under management.

Reporting and Recordkeeping

34. Section 20 of the Municipal Investment Regulation requires ONE JIB to prepare and provide to the council of each Participating Municipality an investment report that must

include prescribed information. This reporting process provides Participating Municipalities with transparency into ONE JIB's activities on behalf of the Participating Municipality.

35. As a local board of each Participating Municipality, ONE JIB will be required to keep minutes of its meetings and to make such minutes available to the public.

The Investment Pools

36. Each Investment Pool is expected to be focused on one or more specific investment mandates or strategies, including domestic and foreign equities and fixed income. The Investment Pools are expected to issue Units in exchange for the cash or other assets allocated from the account of a Participating Municipality or other Eligible Investor to the Investment Pool, and these Units will represent the Eligible Investor's proportionate interest in respect of the Investment Pool.
37. Certain of the Investment Pools will be an "investment fund" (as that term is defined in subsection 1(1) of the OSA) and certain of these Investment Pools will also be a "mutual fund in Ontario" (as that term is defined in subsection 1(1) of the OSA) and, as such, a "mutual fund in the jurisdiction" (as that term is defined in section 1.1 of NI 81-106).
38. No Investment Pool is yet established. No Investment Pool will be a reporting issuer under the OSA or under the securities legislation of any other province or territory of Canada.
39. Each Investment Pool will be governed by an Investment Pool Document. Such Investment Pool Document will provide that Units of the Investment Pool will be distributed exclusively to Eligible Investors except for the general partner, managing member or equivalent interests (**Management Interests**) in certain Investment Pools which may be distributed to ONE Investment in connection with the initial organization and management of the Investment Pools. Units can only be beneficially owned by Eligible Investors and Management Interests can only be beneficially owned by ONE Investment or a ONE Investment Subsidiary.

Individuals Acting on Behalf of ONE Investment

40. Individuals who act on behalf of ONE Investment in accordance with an exemption from the OSA adviser registration requirement or the OSA dealer registration requirement, or the CFA adviser registration requirement that is made available to ONE Investment under the Exemptions Sought, will rely upon the same exemption for their compliance with the

corresponding registration requirements that would otherwise apply to them under the OSA or the CFA.

41. The Filers will not use section 4.7 of Multilateral Instrument 11-102 *Passport System* to extend the Exemptions Sought or the Director Exemption Sought to other provinces and territories of Canada.

Decisions of Commission

The Commission is satisfied that granting the Commission Exemptions Sought on the terms set out in this Decision would not be prejudicial to the public interest.

The decision of the Commission under the OSA is that the OSA Exemptions Sought are granted, provided that:

- (a) Other than investing in the Investment Pools on behalf of Eligible Investors, the Filers will not engage in discretionary portfolio management; day-to-day portfolio management and advisory services supplied to the Investment Pools or otherwise to Eligible Investors shall be provided by portfolio managers registered or exempt from registration with the OSC;
- (b) ONE Investment will institute a process for entering into agreements with an Eligible Investor which have the following elements:
 - i. at the time of account opening, ONE Investment will review the Eligible Investor's investment policy and investment plan, if applicable;
 - ii. ONE Investment will undertake to monitor the Eligible Investor's investments under the ONE Investment Offering for compliance with the Eligible Investor's investment policy and investment plan where applicable;
 - iii. ONE Investment will assist a Participating Municipality in the preparation and presentation of its annual report to the Participating Municipality's council;
- (c) ONE Investment shall send account statements to the Eligible Investor, which will include information about the holdings of the Eligible Investor in the Investment Pools where applicable and showing purchases, redemptions, distributions and reinvestments; and
- (d) ONE Investment shall file Reports of Exempt Distribution on Form 45-106F1 with respect to distributions of securities of the Investment Pools on a basis consistent with requirements applicable to investment funds.

The decision of the Commission under the CFA is that the CFA Exemption Sought is granted provided that and for so long as the Filers remain in compliance with the conditions applicable to the OSA Exemption Sought.

Dated this 23rd day of November, 2018.

M. Sandler

M. SANDLER

~~Vice Chair or Commissioner~~
Ontario Securities Commission

Anne Marie Ryan

Anne Marie Ryan

~~Vice Chair or Commissioner~~
Ontario Securities Commission

Decision of the Director

The Director is satisfied that granting the Director Exemption Sought on the terms set out in this Director Decision would not be prejudicial to the public interest.

The decision of the Director under NI 81-106 is that the Director Exemption Sought is granted, provided that and for so long as

- (a) the Filers remain in compliance with the conditions applicable to the OSA Exemption Sought; and
- (b) each Eligible Investor provides to the council or equivalent governing body of the Eligible Investor all financial, performance or other reporting as required under the Municipal Legislation.

Dated this 24 day of November, 2018.

Natli Vukobratovic

Manager, Investment Funds and
Structured Products
Ontario Securities Commission

ONE Investment Statement of Policy			
Policy:	ONE JIB Remuneration	Date approved:	March 6, 2020
Linked Policy:	ONE Investment's Board/Volunteer Expense Reimbursement Policy		

Purpose statement

The purpose of this policy is to establish remuneration for the ONE Joint Investment Board (ONE JIB) members.

Scope

This policy applies to the ONE JIB members.

Definitions

- "ONE JIB" has the meaning given to it in the ONE Joint Investment Board Agreement.
- "ONE JIB Business Meeting" is defined as a meeting a ONE JIB member may attend to advance the work of ONE Investment such as meetings with fund managers, municipalities or education sessions.
- "ONE JIB Board Meeting" is defined as a regularly scheduled and special meetings of the ONE JIB and ONE JIB committees that may be established from time to time.

Policy

ONE JIB members will be remunerated as follows:

- Chair of ONE JIB will receive an annual \$10,000 retainer
- Vice-Chair of ONE JIB will receive an annual \$7,500 retainer
- Board members will receive an annual \$5,000 retainer
- All Board members will also be remunerated \$750 per ONE JIB Board Meeting.
- In addition, all Board members will also be remunerated \$500 for attending ONE JIB Business Meetings.
- Municipal Treasurer Representatives will not be eligible for remuneration.

Further, ONE JIB members will be reimbursed in accordance with ONE Investment's Board/Volunteer Expense Reimbursement Policy for travel expenses incurred as a result of the business of ONE JIB.

Board/Volunteer Expense Reimbursement Policy

This policy applies to members of ONE Investment Board as it relates to Board of Directors meetings.

Travel Expense:

ONE Investment will reimburse travel expenses incurred as a result of the business of ONE Investment Board of Directors, including its meetings. Travel expenses refer to airfare, train fare, car mileage, 407 ETR charges, public transit, parking costs, accommodation and meals. Members are expected to make the most efficient and cost effective travel arrangements.

Mileage Rates:

ONE Investment's mileage rate is based on Revenue Canada's current "Automobile Deduction Limits and Expense Benefit Rates for Business" and is adjusted annually to reflect any changes.

Accommodations:

The guest room cost is to be reasonable for the geographic area.

Ineligible hotel costs that will not be paid by ONE Investment include:

In-room bar fridge items e.g. chocolate bars, chips, alcohol, etc.

Movies

Personal toiletries

Meal Rates:

Board members are entitled to reimbursement of actual meal expenses provided that they are not more than the maximum meal rates as follows:

Breakfast	\$20.00
Lunch	\$30.00
Dinner	\$50.00

Receipts:

Receipts for travel, meals, and accommodation must accompany expense reports.

Expense claims will not be reimbursed if submitted after January 31 of the year following the year in which the expense was incurred.

Electronic Devices and Communications Policy for ONE Joint Investment Board

The ONE Joint Investment Board (“**ONE JIB**”) recognizes the value of technological support for ONE JIB members in order to ensure cost effective, consistent and timely access to information with, each other, staff and the public. ONE JIB also recognizes the importance of protecting information, data and resources associated with technology.

This Electronic Devices and Communications Policy for ONE JIB (this “**Policy**”) incorporates those considerations and provides the framework under which electronic devices for ONE JIB members shall be provided, used and maintained.

1. DEFINITIONS

The following definitions will apply to this Policy:

- 1.1. “**Commercial Electronic Messages**” means “commercial electronic message” as such term is defined in *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (S.C. 2010, c. 23).
- 1.2. “**ONE JIB Agreement**” means the ONE Joint Investment Board Agreement.
- 1.3. “**ONE JIB Information**” means any information pertaining to ONE JIB’s duties and responsibilities, including all information that is confidential in nature.
- 1.4. “**ONE JIB Members**” means individuals who are members of ONE JIB.
- 1.5. “**Provided Device**” means electronic equipment including, as applicable, laptops, tablets, communication devices with e-mail, and hands-free devices provided by ONE JIB to ONE JIB Members in accordance with this Policy.

2. APPLICATION

This Policy applies to ONE JIB Members who have received a Provided Device. ONE Investment owns the Provided Devices governed by this Policy. ONE JIB distributes the Provided Devices to ONE JIB Members and governs the usage of the Provided Devices in accordance with this Policy.

3. PURPOSE & SCOPE

Recognizing that electronic devices are an integral part of fulfilling ONE JIB's duties and responsibilities today, guidelines are necessary to assist in the deployment and management of such devices. The Policy objectives are as follows:

- To establish the Provided Device distribution program.
- To establish standards associated with the use of such equipment as it pertains to ONE JIB Members.
- To establish requirements for all forms of electronic communications made by ONE JIB Members, using Provided Devices, in the course of conducting ONE JIB business, including, but not limited to, electronic mail, instant messaging, and communication using other Internet technologies.
- To set out the requirements for use of Provided Devices and obligations with respect to loss or unauthorized access to Provided Devices and ONE JIB Information.
- To implement appropriate provisions for usage and protection of equipment to ensure resources and stored information are protected when in the possession of ONE JIB Members.

4. DEVICE PROGRAM ADMINISTRATION

- 4.1. In accordance with the ONE JIB Agreement, including the Terms of Reference and this Policy, ONE JIB shall provide ONE JIB Members with Provided Devices, where such equipment is deemed necessary and essential for the discharge of the ONE JIB Member's duties and responsibilities by ONE JIB, in its sole discretion.
- 4.2. ONE JIB Members who have Provided Devices assigned to them may be required to execute an agreement with ONE JIB agreeing on applicable additional terms and conditions of use, that they have received such equipment and all accessories, and that they will abide by the terms stated in the applicable policies and procedures, as may be amended from time to time. For clarity, additional Provided Devices may involve amendments to applicable policies and procedures that are specific to such Provided Devices.
- 4.3. Unless otherwise communicated by ONE JIB, each ONE JIB Member shall be provided with a tablet for use during their term of office, subject to the terms and conditions of this Policy.

5. ONE JIB MEMBER USE REQUIREMENTS AND ACKNOWLEDGEMENTS

- 5.1. With respect to Provided Devices, ONE JIB Members agree to:
 - (a) in addition to the requirements set out in this Policy, comply with ONE JIB's applicable security policies and Code of Conduct, as communicated from time to time;

- (b) only access and use ONE JIB Information and conduct activities related to its position as a ONE JIB Member from Provided Devices and not from any personal device; and
- (c) not store any personally identifiable information about any individual on the Provided Devices.

5.2. The Provided Devices are provided in order to support and enable the discharge of the duties and responsibilities of ONE JIB. Electronic mail and communication services on Provided Devices may be used for incidental personal purposes, provided that it is used in accordance with this Policy and the usage does not:

- interfere, directly or indirectly, with the operation of ONE JIB's computing facilities or electronic communication services;
- create additional costs to ONE JIB;
- interfere with the ONE JIB Member's responsibilities to ONE JIB;
- involve signing up for any electronic mailing lists or distributing Commercial Electronic Messages using a work address;
- involve postings to any Internet sites or social media platforms which could harm the reputation of ONE JIB; and
- be in any way detrimental to ONE JIB or expose ONE JIB to any security threats or any liability whatsoever.

5.3. All ONE JIB Information is the sole property of ONE JIB and will be collected, used and disclosed by ONE JIB in accordance with its operational and regulatory requirements.

5.4. Any electronic communications engaged with using the Provided Devices are governed by the terms and conditions of this Policy.

5.5. ONE JIB Members will add the following disclaimer to all e-mails sent through his or her ONE JIB e-mail address:

"This information is intended only for the person, persons, entity, or entities to which it is addressed; does not necessarily represent the views of ONE JIB; may contain information that is privileged, confidential and exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by return e-mail and delete the correspondence from your computer."

6. MONITORING

6.1. ONE JIB can monitor the use of its Provided Devices and any information and electronic communications stored on Provided Devices at any time and without prior notice. This may include an examination of the content stored within a Provided Device, including but not limited to all e-mails, directories, files, tapes, disks, and other forms of electronic communications. The purpose of the monitoring is to:

- (a) maintain, repair, and manage ONE JIB's computing environment and electronic communication systems for efficient operation;
- (b) respond to and remediate a security or privacy incident;
- (c) meet legal requirements to produce information;
- (d) ensure accessibility of ONE JIB's computing environment and electronic communications systems for the continuity of work processes;
- (e) improve business processes and manage productivity; and
- (f) ensure ONE JIB's compliance with legislative and policy requirements.

6.2. ONE JIB reserves the right to regularly audit Provided Devices to ensure compliance with this Policy, and to edit and remove inappropriate information or contributions from its Provided Devices, as determined necessary by ONE JIB.

7. DAMAGE, LOSS OR THEFT OF PROVIDED DEVICES AND INFORMATION

It is the ONE JIB Member's responsibility to care for the Provided Device in a safe and proper manner. ONE JIB reserves the right not to repair or replace equipment that has been misused or negligently broken. ONE JIB Members will be held responsible for the consequences of loss or theft of the Provided Device, or the disclosure of information on the Provided Device entrusted to their care, if they have not taken reasonable precautions to secure the Provided Device.

Any lost, damaged or malfunctioning equipment must be reported to the Board Secretary as soon as possible and in the event of a lost or stolen Provided Device, within one (1) hour of discovering that the Provided Device was lost or stolen. The Board Secretary will make the appropriate arrangements with the information technology service personnel to have the matter addressed.

8. PROTECTION OF INFORMATION

8.1. In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, federal privacy legislation, and ONE JIB's interest in keeping certain information confidential, all personal or confidential information collected, used, disclosed and destroyed by a ONE JIB Member in the course of discharging ONE JIB's duties and responsibilities must be managed and protected in accordance with this Policy.

- 8.2. ONE JIB reserves the right to access, use, and disclose all messages sent through a Provided Device for any purpose. The contents of electronic correspondence obtained in accordance with this Policy may be used and/or disclosed by ONE JIB for any legitimate business purpose without the permission of the originator or recipient. Such use and disclosure will be limited to the maximum feasible extent subject to the legitimate needs of ONE JIB.
- 8.3. In cases of emergency or where a ONE JIB Member is absent and the ONE JIB Chair determines that it is critical to the fulfillment of ongoing duties and responsibilities of ONE JIB to gain access to the absent ONE JIB Member's electronic files, the Board Secretary will make a written request to the Secretary-Treasurer of ONE Investment, who will arrange temporary access to the required electronic accounts.

9. PROTECTION OF PROVIDED DEVICES & UNACCEPTABLE USAGE

- 9.1. The ONE JIB Member shall use due diligence to protect Provided Devices and ONE JIB Information, including by:
- (a) taking all reasonable precautions to prevent theft and vandalism of electronic equipment;
 - (b) ensuring that Provided Devices are password protected and locked when not in use. All Provided Devices must be secured with a lock on idle activity after 10 minutes of inactivity. As a best practice, computers, tablets or laptops should be manually locked by the responsible ONE JIB Member whenever not in use;
 - (c) not leaving Provided Devices unattended, including in vehicles or checked with luggage;
 - (d) keeping passwords secure and not allowing others to access Provided Devices; and
 - (e) taking reasonable precautions to guard against the risk of malware (e.g., viruses, spyware, Trojan horses, rootkits, worms, backdoors) being imported onto Provided Devices and must report any actual or suspected malware infection immediately.
- 9.2. ONE JIB Members should use their own judgement regarding what is an unacceptable use of Provided Devices. The "activities" listed below in Sections 9.3 and 9.4 are provided as examples of unacceptable use; however, it is not exhaustive.
- 9.3. The below restrictions apply to the use of any ONE JIB Provided Devices at any time:
- (a) All illegal activities. These include theft, computer hacking, malware distribution, contravening copyrights and patents, and using illegal or unlicensed software or services. These also include activities that contravene data protection regulations.
 - (b) Accessing ONE JIB Information, a ONE JIB application, or using a ONE JIB account for a purpose other than conducting ONE JIB business (other than as described for personal use in Section 5.2).

- (c) Sharing account passwords or allowing use of ONE JIB accounts by others.

9.4. The below restrictions apply to any electronic communications received or sent from Provided Devices at any time:

- (a) All activities detrimental to the success of ONE JIB. These include sharing personal information, or any other privileged, confidential, or sensitive information outside the organization regarding ONE JIB, without proper authorization.
- (b) Sending unsolicited messages (e.g. Commercial Electronic Messages), including the sending of "junk mail/text" or other advertising material to individuals who did not specifically request such material.
- (c) Impersonation of another sender, another sender's email address, or ONE JIB.
- (d) The distribution of messages or materials that may be harmful to ONE JIB, other ONE JIB Members, or the general public. This includes messages that are racist, hateful, sexist, homophobic, libelous, abusive, harassing, insulting, discriminatory, or threatening.
- (e) The distribution of information that could reasonably be expected to cause, directly or indirectly, strain on any ONE JIB computing facilities, or interfere with other Members' use of the service. Such uses include, but are not limited to, the creation and/or forwarding of chain letters, mass mailings, and spam.
- (f) The sale or transfer of any software, documentation, or other types of internal information for purposes other than the fulfillment of duties and responsibilities expressly authorized by ONE JIB.

10. TERMINATION OF POSITION WITH ONE JIB

All Provided Devices, including laptops, tablets, and hand held communication devices, supplied by ONE JIB, remain the property of ONE Investment and shall be returned to ONE JIB when the ONE JIB Member is no longer a member of ONE JIB or is incapable or unable to perform her/his duties as a member of ONE JIB.

11. NON-COMPLIANCE WITH THE POLICY

Any violation of this Policy is considered grounds for disciplinary action up to and including dismissal.



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: ONE JIB Signing Authorities
Report: 20-004

1. RECOMMENDATIONS

It is recommended that for purposes of by-laws, minutes, contracts, agreements, directions and all other documents, instruments and papers (collectively the “Documents”) in the name of ONE JIB:

1. ONE JIB appoint the Chair and Secretary together as the authorized signatories with authority to bind ONE JIB;
2. ONE JIB require two authorized signatures for all Documents signed on its behalf;
3. In the Chair’s absence, ONE JIB appoint the Vice-Chair as the authorized signatory to sign in the place of the Chair;
4. ONE JIB authorize the Secretary to delegate the authority to sign in the place of the Secretary in the Secretary’s absence to an appropriate official of ONE investment who is not a member of ONE JIB.

2. SUMMARY

There are no specific signing authority requirements in the *Municipal Act, 2001* that apply to local boards/joint municipal service boards like ONE JIB. The *Municipal Act, 2001* does, however, set out signing requirements for municipalities and it would make sense for ONE JIB to follow the requirements of the *Municipal Act, 2001* applicable to municipalities insofar as signing authorities are concerned.

3. BACKGROUND

Under section 249 of the *Municipal Act, 2001* every by-law passed by a municipality must be signed by the clerk and head of council. Many municipalities also use this requirement for binding the municipality in a contract.



REPORT

By analogy this would mean that both the Secretary and Chair would sign ONE JIB Documents.

4. ANALYSIS

(a) ONE JIB signing authority specific to its core functions under the *Municipal Act, 2001*

The *Municipal Act, 2001* requirement of the clerk and head of council as authorized signing authorities for a municipality is a logical model for ONE JIB to follow in appointing the Secretary and Chair as authorized signing authorities for ONE JIB. It is also important to identify back-ups for business continuity purposes. It would make sense to name the ONE JIB Vice Chair as the backup for the Chair. Subsections 228 (4) and (5) of the *Municipal Act, 2001* authorize the clerk to delegate in writing to any person, other than a member of council, any of the clerk's powers and duties. By analogy, the Secretary can be authorized to appoint a backup in the event that the Secretary is not available. It is anticipated that before appointing a backup the Secretary will confer with ONE Investment to identify one or more appropriate delegates from among its officials.

(b) ONE Investment Signing Authorities

ONE JIB has no financial resources and will rely on ONE Investment, through the Services Agreement. As a separate entity, although acting as agent for ONE JIB, ONE Investment already has its own Signing Authority Policy, a copy of which is attached. That policy will be followed by ONE Investment when entering into contracts contemplated under the Services Agreement such as hiring fund managers and a custodian.

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SIGNING AUTHORITY POLICY

That the designation of signing officers and signing authority is to be executed as follows:

1. Two signatures shall appear on all cheques or other financial instruments of ONE Investment, drawn for the purpose of:
 - a) Payroll;
 - b) Payroll taxes and employee benefits;
 - c) Lease and rental payments in accordance with contracts entered into by ONE;
 - d) Cheques/transfers payable to chartered banks or brokerages firms for the purchase of short-term investments; and
 - e) Monthly expenses, in accordance with the ONE's approved budget.
2. For all cheques two (2) signatures are required from any of the officers listed below:
 - a) Director of Finance and Operations, AMO and LAS
 - b) Director of the Enterprise Centre, AMO and LAS
 - c) Executive Director, MFOA
 - d) Manager of Accounting & Corporate Services, MFOA
3. These individuals with signing authority also have the authority to bind ONE Investment as it relates to contracts e.g. hotels, conference venues, consultants, etc., entered into by ONE Investment.



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: ONE JIB Agreement
Report: 20-005

1. RECOMMENDATIONS

It is recommended that at its initial meeting on May 19, 2020 ONE JIB execute the ONE JIB Agreement, to be entered into between ONE JIB, ONE Investment, and the municipalities that become parties to the agreement, in its current form.

A copy of the ONE JIB Agreement is attached.

2. SUMMARY

The ONE JIB Agreement is the primary operating document for municipalities that have decided to invest their money that they do not require immediately under the recently introduced prudent investor regime through ONE JIB. It governs the relationship between ONE JIB and any municipality that decides to invest under the prudent investor regime and executes the agreement. The initial municipal signatories to the agreement are referred to as the Founding Municipalities and municipalities deciding to join subsequently, together with the Founding Municipalities, are all referred to as Participating Municipalities.

ONE Investment is also a party to the agreement. It will provide support and administrative services to the other parties. One Investment's role is set out in the ONE JIB Services Agreement which is the subject of a separate report.

3. BACKGROUND

Historically municipalities were restricted in investing their money that they do not require immediately in a limited number of securities prescribed by regulation, often referred to as the Legal List. Recent amendments to municipal legislation authorize municipalities to invest in any type of securities under the prudent investor regime through an authorized vehicle such as ONE JIB, which is able to provide professional investment expertise. Members of ONE JIB consist of investment professionals and treasurers from certain of the Participating Municipalities.

Before formally opting into the prudent investor regime by passing an enabling by-law, a Participating Municipality must execute the ONE JIB Agreement.

The ONE JIB Agreement was developed with input from the municipal and investment communities, including ONE Investment's members (LAS and CHUMS), its Directors (all municipal representatives) and the Founding Municipalities. The form of agreement has been reviewed and approved by the Founding Municipalities.

There are currently six Founding Municipalities. Discussions have been held with several other municipalities that have expressed an interest in becoming Participating Municipalities. Discussions are ongoing with other potential Participating Municipalities as well.

4. ANALYSIS

The following are highlights of the ONE JIB Agreement. (References to sections and schedules relate to the ONE JIB Agreement.)

(a) Investment Decisions

- ONE JIB assumes exclusive control and management of money and investments that Participating Municipalities do not require immediately (Sections 2.01 and 2.04)
- All investments are to be made by ONE JIB exercising the care, skill, diligence and judgment that a prudent investor would exercise in making such investments (Section 10.01)
- ONE JIB can notify a Participating Municipality that its investment policy is not prudent and decline to invest in accordance with such policy (Sections 5.01 (d) and 10.05)

(b) Money to be invested

- Municipalities have the sole right and obligation to determine the amount of their money and investments that are not required immediately from time to time to be given to ONE JIB for investment (Section 5.04(b))

(c) Investment Plans

- ONE JIB prepares and adopts an investment plan to implement the investment policy of each Participating Municipality. ONE JIB advises on investment policies and changes thereto (Sections 5.O2 and 5.O3(a))
- ONE JIB updates investment plans when necessary and at least annually (Section 5.O3 (b))

(d) Withdrawal of Money

- Money can be withdrawn by a Participating Municipality on 30 days' notice if it determines that money that was formerly not required immediately is then required immediately (Section 5.O4 (b))
- ONE JIB can extend the time to return large amounts of money to avoid prejudice to other Participating Municipalities and can delay the return of money in extraordinary circumstances (Sections 5.O4 (e) and 5.O4 (f))

(e) Agents

- ONE JIB appoints agents including external portfolio managers and custodians to implement transactions (Section 3.O2)
- ONE JIB monitors and reports on agents' performance (Section 3.O4)

(f) Reports on Investments

- ONE JIB periodically reports on compliance with investment policies and plans and performance of investments annually or more frequently if required (Section 8)

(g) Members

- Membership of ONE JIB cannot include members of municipal council or municipal staff except for municipal treasurers who can constitute up to 25% of the members (Section 7.O3)

- Members' standards of conduct are set out in a Code of Conduct that is attached as an exhibit to the Terms of Reference; the Terms of Reference are attached as a schedule to the agreement (Schedule "D"). The Terms of Reference are the subject of a separate report
- The adherence of members to the Code of Conduct is subject to oversight by an Integrity Commissioner

(h) Exclusivity

- So long as they are parties to the agreement Participating Municipalities cannot invest under the prudent investor regime through any investment board other than ONE JIB (Section 2.O2)

(i) Fees

- Investment pools are subject to management fees and other expenses set by ONE Investment; fees are determined on a cost-recovery basis and are reviewed at least annually (Section 9, Schedule "D")
- Management fee discounts are to be determined by ONE Investment and paid directly by ONE Investment to Participating Municipalities (Schedule "D")

(j) Complaints

- A complaint protocol establishes a process for dealing with complaints by a Participating Municipality with respect to the management of its investments (Section 11)

(k) Indemnities

- Participating Municipalities indemnify ONE JIB for liabilities incurred in fulfilling its obligations under the agreement with a standard carve-out for ONE JIB's own misconduct (Section 10.O3)

(l) Withdrawals from Agreement

- Any Participating Municipality may withdraw from the agreement, subject to certain conditions, so long as it continues to invest through another authorized vehicle (Sections 13.O2 and 13.O3)

(m) Termination of Agreement

- The agreement can only be terminated by no fewer than two Founding Municipalities if certain conditions are met (Section 15.O1)

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ONE JOINT INVESTMENT BOARD AGREEMENT

Dated as of July 2, 2020

Between

ONE JOINT INVESTMENT BOARD

and

ONE INVESTMENT

and

**Each of the Municipalities Listed in Schedule A hereto
(THE PARTICIPATING MUNICIPALITIES)**

and

[Name of Municipality]

THE APPLICANT MUNICIPALITY

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ONE JOINT INVESTMENT BOARD AGREEMENT

This Agreement Dated as of July 2, 2020 made between

ONE JOINT INVESTMENT BOARD

and

ONE INVESTMENT

and

Each of the Municipalities Listed in Schedule A hereto

and

[Name of Municipality]

THE APPLICANT MUNICIPALITY

RECITALS:

- A. The ONE Joint Investment Board was established by the Founding Municipalities as a Joint Investment Board under section 202 of the *Municipal Act, 2001* (the **Act**) and in accordance with Part II of Ontario Regulation 438/97 (the **Regulation**);
- B. The Regulation provides that the ONE Joint Investment Board (**ONE JIB**) is a joint municipal service board established under section 202 of the Act for the purposes of Part II of the Regulation;
- C. The Founding Municipalities have entered into the Initial Formation Agreement pursuant to which they agreed to establish and invest through ONE JIB and they have agreed to invest through ONE JIB in accordance with this Agreement;
- D. The Applicant Municipality wishes to make investments pursuant to the provisions of section 418.1 of the Act, and in connection therewith, the Applicant Municipality proposes to pass a by-law (the **Prudent Investor Enabling By-law**) to have section 418.1 of the Act apply to it;
- E. Under the Regulation, the Applicant Municipality, provided that it is not a Founding Municipality, must have entered into an agreement with the parties hereto before the day that the Applicant Municipality passes its Prudent Investor Enabling By-law;
- F. ONE JIB is committed to performing its duties and responsibilities in a manner that is consistent with the Municipal Legislation, as defined below;

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

SECTION 1 - INTERPRETATION

1.01 Definitions. In this Agreement

Act means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time;

Administrator means at any time an entity approved by ONE JIB from time to time to provide administrative and recordkeeping services including receiving and implementing investment instructions, keeping records of holdings and providing reports of such holdings;

Agent means any Administrator, Custodian, Payment Servicer, External Portfolio Manager, consultant, banker, broker, dealer, or other service provider engaged or appointed by ONE JIB and authorized by ONE JIB to exercise any of the functions of ONE JIB pursuant to a written agreement, in the manner and to the extent provided in the Regulation and without limiting the generality of the foregoing, Agent includes ONE Investment;

Agreement means this agreement, any schedules attached to this agreement from time to time as the agreement and the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time;

Authorized Person has the meaning set out in Section 14.01;

Authorizing By-law means any by-law or other action of the Applicant Municipality (whether or not it is also a Founding Municipality) or a Participating Municipality to authorize such Municipality to enter into and be bound by this Agreement and to do all things in furtherance of this Agreement, including the approval and adoption of such Municipality's IPS, but in the case of a Founding Municipality, an Authorizing By-law does not include the Municipality's Prudent Investor Enabling By-law and in the case of a Participating Municipality that is not a Founding Municipality, an Authorizing By-law can also include such Municipality's Prudent Investor Enabling By-law;

Banking Day means a day on which the Payment Servicer and the Custodian are open for business in Toronto, Ontario, other than a Saturday or a Sunday or a statutory holiday in Toronto, Ontario;

CHUMS means CHUMS Financing Corporation and its successors;

Custodian at any time means a financial institution which at such time has been approved by ONE JIB to provide custodial and other custody related services in connection with the Participating Municipality's investments;

External Portfolio Managers: means external third-party investment management firms whose investment offerings are accessed by ONE JIB directly or through services provided to a ONE Investment Pool. External Portfolio Managers are agents authorized by ONE JIB in accordance with Part II of the Regulation;

Founding Municipalities means the municipalities of The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka, and The

Corporation of the Town of Whitby, who established ONE JIB pursuant to the Regulation and pursuant to the Initial Formation Agreement;

Initial Formation Agreement means the agreement between the Founding Municipalities dated as of May 19, 2020 under which ONE JIB was formed;

Investment Account means an account or accounts maintained by an Agent in which the Managed Assets of the Participating Municipality are managed or held;

Investment Board means a municipal service board that is established under section 196 of the Act by a municipality for the purposes of Part II of the Regulation and includes for the purposes of Section 13 of this Agreement, the Toronto Investment Board;

IPS, with respect to a Participating Municipality, means the investment policy as adopted and maintained by the council of the Participating Municipality under the Regulation;

Investment Plan, with respect to a Participating Municipality, means the investment plan as adopted and maintained by ONE JIB for the Participating Municipality under the Regulation;

Investment Program Agreements means the agreements entered into, from time to time, by or under the authority of ONE JIB, for and on behalf of the Participating Municipality, with ONE Investment, an Administrator, a Custodian, an External Portfolio Manager and such other persons as ONE JIB considers appropriate for the purpose of carrying out the objectives of the Investment Plan and the IPS;

Joint Investment Board means a municipal service board that is established under section 202 of the Act by two or more municipalities for the purposes of Part II of the Regulation;

LAS means Local Authority Services and its successors;

Managed Assets means, with respect to a Participating Municipality, the assets of the Participating Municipality managed and controlled by ONE JIB pursuant to, and subject to, the terms and conditions set out in this Agreement;

Municipal Legislation means all applicable legislation that applies to ONE Joint Investment Board including, without limitation, the Act, the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time, the Regulation and any other applicable regulations made under such Acts, as they may be amended from time to time;

Municipal Treasurer Representative means a member of ONE JIB who has been nominated by ONE JIB and ONE Investment, in consultation with the Participating Municipalities, to represent the views and interests of the municipal treasurers of the Participating Municipalities, and who holds the office of treasurer or duly appointed deputy treasurer of a Participating Municipality;

NI 31-103 means National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*, of the Canadian Securities Administrators;

ONE Investment means the not-for-profit corporation founded by CHUMS and LAS which provides certain management, administrative and other services to ONE JIB in connection with the ONE Investment Offering;

ONE Investment Offering means the comprehensive suite of products and services relating to investment by municipalities in Ontario made available through ONE Investment;

ONE Investment Pool means a pooled investment vehicle whose securities are available to Participating Municipalities through ONE Investment as part of the One Investment Offering;

ONE JIB means the ONE Joint Investment Board, established by the Founding Municipalities as a Joint Investment Board under Part II of the Regulation, as constituted from time to time and acting pursuant to its Terms of Reference as set out in Schedule C;

ONE JIB Services Agreement means the service agreement effective as at May 19, 2020 between ONE JIB and ONE Investment pursuant to which ONE Investment has been appointed an Agent of ONE JIB to, among other things, provide certain management, administrative and other services to ONE JIB;

Participating Municipalities means from time to time each of the municipalities for whom ONE JIB acts as the Joint Investment Board under the terms of this Agreement and includes the Founding Municipalities, any other Participating Municipalities from time to time and also, upon execution by the Applicant Municipality of this Agreement, the Applicant Municipality;

Payment Servicer means at any time a Canadian financial institution which at such time has been approved by ONE JIB to facilitate the transfer of assets of a Participating Municipality between the Participating Municipality's financial institution and an Investment Account;

Prudent Effective Date means the effective date set out in the Prudent Investor Enabling By-law as the date on which section 418.1 applies to the Applicant Municipality;

Prudent Investor Enabling By-law means, with respect to a Municipality, the by-law under which the Municipality makes section 418.1 of the Act apply to it as of the effective date set out in such by-law; and

Regulation means Ontario Regulation 438/97 made under the Act, as it may be amended from time to time;

- 1.02 Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- 1.03 Headings and Table of Contents.** The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 1.04 Number and Gender.** Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

- 1.05 Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of any of the remaining provisions of this Agreement.

SECTION 2 - ONE JOINT INVESTMENT BOARD

- 2.01 Appointment.** The Applicant Municipality hereby appoints ONE JIB to be its Joint Investment Board, to invest money and investments that the Applicant Municipality, as a Participating Municipality, does not require immediately on behalf of such municipality and to exercise control and management of such money, in accordance with the Act and the Regulation and subject to the terms and conditions of this Agreement.
- 2.02 Exclusive Appointment.** The appointment of ONE JIB as the Applicant Municipality's Joint Investment Board is exclusive and during the term of this Agreement, the Applicant Municipality, as a Participating Municipality, shall not appoint any other Investment Board or Joint Investment Board to have management or control of any of its money that it does not require immediately under section 418.1 of the Act unless it withdraws from ONE JIB in accordance with Section 13.
- 2.03 Delegation.** To the fullest extent required by the Act and the Regulation, the Applicant Municipality hereby gives control and management of its investments to ONE JIB, and hereby delegates to ONE JIB (i) the Applicant Municipality's powers to make the investments and (ii) the Applicant Municipality's duties under section 418.1 of the Act.
- 2.04 Acceptance.** ONE JIB hereby accepts the foregoing appointment and delegation and hereby agrees to invest money that the Applicant Municipality, as a Participating Municipality, does not require immediately on behalf of such municipality in accordance with the Act, the Regulation and such municipality's IPS and subject to the terms and conditions of this Agreement.
- 2.05 Acceptance by Participating Municipalities.** On execution and delivery of this Agreement and the subsequent Prudent Effective Date, each of the Participating Municipalities shall be deemed to acknowledge and agree that the Applicant Municipality has made the foregoing appointment for ONE JIB to invest money and investments that the Applicant Municipality, as a Participating Municipality, does not require immediately and that the Applicant Municipality is added as a party to this Agreement such that ONE JIB shall act as the Joint Investment Board of such Applicant Municipality, as a Participating Municipality, on and after the Prudent Effective Date.

SECTION 3 - DUTIES OF ONE JIB

- 3.01 Duties.** ONE JIB shall have the following duties and responsibilities in connection with investing for and on behalf of the Participating Municipalities:
- (a) review the Participating Municipality's IPS, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto;
 - (b) adopt and maintain an Investment Plan for the Participating Municipality in accordance with the terms hereof;

- (c) engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the IPS;
- (d) monitor the performance of the Agents;
- (e) report to the Participating Municipality as required by the Act and the Regulation.

3.02 Engagement of Agents. ONE JIB may authorize an Agent to exercise any of its functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function. Any such engagement and authorization may be made only pursuant to an Investment Program Agreement with the Agent which includes the following provisions:

- (a) a requirement that the Agent comply with the requirements contained in each applicable IPS and each applicable Investment Plan;
- (b) a requirement that the Agent report to ONE JIB at regular intervals as specified in the written agreement with the Agent;
- (c) a requirement that the Agent comply with any reasonable directions to the Agent given by ONE JIB.

3.03 Role of ONE Investment. The Applicant Municipality hereby acknowledges and agrees that in the discharge of its duties and obligations hereunder, ONE JIB requires certain support and administrative services. To obtain such services, ONE JIB hereby engages ONE Investment as its Agent hereunder and under the ONE JIB Services Agreement. Notwithstanding such engagement, ONE JIB confirms that it will at all times be responsible to the Applicant Municipality in the manner contemplated in the Act and the Regulation and as set out herein. The Applicant Municipality further acknowledges and agrees that any fees and expenses payable by it hereunder, directly or indirectly, shall be paid to ONE Investment, who has been duly authorized on behalf of ONE JIB, LAS and CHUMS to collect all such fees and expenses.

3.04 Monitoring Performance. ONE JIB shall exercise prudence in selecting an Agent, in establishing the terms of the Agent's authority and in monitoring the Agent's performance to ensure compliance with those terms. Prudence in monitoring an Agent's performance includes:

- (a) reviewing the Agent's reports;
- (b) regularly reviewing the agreement between ONE JIB and the Agent and how it is being put into effect, including assessing whether the requirements included in each applicable IPS and each applicable Investment Plan are being complied with;
- (c) considering whether directions should be provided to the Agent or whether the Agent's appointment should be revoked; and
- (d) providing directions to the Agent or revoking the appointment if ONE JIB considers it appropriate to do so.

- 3.05 Further Authorizations.** Except as may be consented to by the Participating Municipalities in accordance with Section 12.02, ONE JIB shall not permit any further authorization (or sub-delegation) of investment functions by any Agent (other than ONE Investment) to third parties unaffiliated with the Agent. The ONE JIB Services Agreement provides that ONE Investment similarly will not permit further authorization (or sub-delegation) of investment functions by any Agent to third parties unaffiliated with the Agent, and ONE JIB shall require ONE Investment to include provisions with substantially similar effect in all agreements with Agents.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties of Applicant Municipality.** The Applicant Municipality represents and warrants to ONE JIB, ONE Investment and each of the Participating Municipalities that:

- (a) it has taken all actions necessary to authorize it to enter into this Agreement, including passing such Authorizing By-law as the Applicant Municipality has deemed necessary (which Authorizing By-law can also constitute the Applicant Municipality's Prudent Investor Enabling By-law), which form of Authorizing by-law is appended hereto as Schedule B-1;
- (b) it has prepared a Prudent Investor Enabling By-law under which section 418.1 of the Act will apply to it as of the Prudent Effective Date, which form of by-law is appended hereto as Schedule B-1;
- (c) such Prudent Investor Enabling By-law will be passed by the council of the Applicant Municipality in compliance with the Act and it shall set out a Prudent Effective Date that is after the date the Applicant Municipality has entered into this Agreement;
- (d) it has prepared a written IPS which complies with the Act and has been approved by council and such IPS shall be delivered to ONE JIB and ONE Investment in the manner set out in Section 16.01.

- 4.02 Representations and Warranties of Participating Municipalities.** Each of the Participating Municipalities, provided that it is not a Founding Municipality, represents and warrants to the Applicant Municipality, ONE JIB and ONE Investment that:

- (a) it has taken all actions necessary to authorize it to enter into this Agreement, including passing such Authorizing By-law as the Participating Municipality has deemed necessary (which Authorizing By-law can also constitute the Participating Municipality's Prudent Investor Enabling By-law), which form of Authorizing by-law is appended hereto as Schedule B-1;
- (b) it has duly passed a Prudent Investor Enabling By-law under which section 418.1 of the Act applies to it as of the Prudent Effective Date, which by-law is in full force and effect;
- (c) this Agreement constitutes a valid and binding obligation of such Participating Municipality.

4.03 Representations and Warranties of Founding Municipalities. Each of the Participating Municipalities, which is also a Founding Municipality, represents and warrants to the Applicant Municipality, ONE JIB and ONE Investment that:

- (a) it has taken all actions necessary to authorize it to enter into this Agreement, including passing an Authorizing By-law which form of by-law is appended hereto as Schedule B-2;
- (b) it has prepared a Prudent Investor Enabling By-law under which section 418.1 of the Act will apply to it as of the Prudent Effective Date set out therein, which form of by-law is appended hereto as Schedule B-3, and will pass such Prudent Investor Enabling By-law after all Founding Municipalities have entered into this Agreement;
- (c) this Agreement constitutes a valid and binding obligation of such Municipality.

4.04 Representations and Warranties of ONE JIB. ONE JIB represents and warrants to the Applicant Municipality and each of the Participating Municipalities that:

- (a) it was duly established by the Founding Municipalities as a Joint Investment Board which meets the requirements of the Act and the Regulation;
- (b) it has taken all actions necessary to authorize it to enter into this Agreement;
- (c) this Agreement constitutes a valid and binding obligation of ONE JIB; and
- (d) on the date of the Applicant Municipality's Authorizing By-law, all other Participating Municipalities are parties to this Agreement.

4.05 Representations and Warranties of ONE Investment. ONE Investment represents and warrants to the Applicant Municipality and each of the Participating Municipalities that:

- (a) it is a duly incorporated not-for-profit corporation formed by LAS and CHUMS for the purpose of facilitating the ONE Investment Offering;
- (b) it has taken all actions necessary to authorize it to enter into this Agreement; and
- (c) this Agreement constitutes a valid and binding obligation of ONE Investment.

SECTION 5 - INVESTMENT POLICY AND INVESTMENT PLAN

5.01 Investment Policy.

- (a) Without limiting the provisions of Section 4.01, the Applicant Municipality acknowledges that in the formulation of its IPS, the Applicant Municipality is required to obtain the advice that a prudent investor would obtain under comparable circumstances. The Applicant Municipality further acknowledges that in planning its investments, it is required to consider, in addition to any other criteria that are relevant in the circumstances, the following:
 - (1) general economic conditions;

- (2) the possible effect of inflation or deflation;
 - (3) the role that each investment or course of action plays within the Applicant Municipality's portfolio of investments;
 - (4) the expected total return from income and the appreciation of capital; and
 - (5) needs for liquidity, regularity of income and preservation or appreciation of capital.
- (b) The Applicant Municipality confirms that its IPS has been arrived at after careful consideration of the foregoing and that it has been adopted by an Authorizing By-law of the council of the Applicant Municipality in compliance with the Act. The IPS includes the Applicant Municipality's (i) objectives for return on investment and risk tolerance; (ii) need for liquidity including, for greater certainty, anticipated needs for funds for planned projects and needs to have funds available for unanticipated contingencies; and (iii) other requirements with respect to investment matters that the council of the Applicant Municipality considers to be in the interests of the Applicant Municipality. For certainty, notwithstanding any assistance that the Applicant Municipality may have sought and obtained in the preparation of its IPS, including through consultations with ONE JIB or ONE Investment, the Applicant Municipality acknowledges and agrees that its IPS, and the entire contents thereof, is solely the responsibility of the Applicant Municipality and can only be amended or modified by the Applicant Municipality.
- (c) The Applicant Municipality, as a Participating Municipality, shall provide written notice to the board secretary of ONE JIB (the **Secretary**) of any amendment or modification to its IPS. ONE JIB shall be under no obligation to make investments for an Applicant Municipality, as a Participating Municipality, other than in accordance with its written IPS and any amendments thereto made in writing and notified to ONE JIB as provided herein.
- (d) Where ONE JIB in its sole discretion determines that the IPS of a Participating Municipality is inconsistent with the obligations of the Participating Municipality under the Act to exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments, ONE JIB may decline to apply the IPS in whole or in part. If ONE JIB determines to rely on this Section 5.01 (d), ONE Investment shall promptly notify the Participating Municipality. In these circumstances, upon sending such notice, ONE JIB shall thereupon be relieved of its duties and obligations as set out in Section 10.05.

5.02 Investment Plan.

- (a) Without limiting the provisions of Section 3.01, ONE JIB acknowledges that the applicable Investment Plan, adopted and maintained by ONE JIB in respect of the Applicant Municipality, as a Participating Municipality, is required to deal with how ONE JIB will invest such municipality's money consistent with such municipality's IPS and is required to set out ONE JIB's projections of the proportions of such municipality's portfolio of investments to be invested at the end of the year in each type of security

selected by ONE JIB and may include other requirements. The Investment Plan for the Applicant Municipality shall be delivered to the Applicant Municipality in the manner set out in Section 16.01.

- (b) Amendments to the Applicant Municipality's Investment Plan shall only be made as set out in Sections 5.03 and 5.04.

5.03 Amendments.

- (a) ONE JIB and the Applicant Municipality acknowledge that under subsection 18(4) of the Regulation, the council of the Applicant Municipality is required to review, and if necessary, update the IPS of the Applicant Municipality, as a Participating Municipality, at least annually (the **Annual Policy Review**). In connection with such Annual Policy Review, ONE JIB may make recommendations to such municipality to amend, modify, supplement, restate or replace its IPS. The treasurer of the Applicant Municipality, as a Participating Municipality, is responsible for arranging the Annual Policy Review by its council. Such municipality shall advise ONE JIB, on an annual basis, (i) of the date as of which the Annual Policy Review was made; (ii) whether any updates or amendments were made to the IPS, and where applicable, the text of any such update or amendment; and (iii) of other comments or observations regarding the municipality's IPS as the municipality considers to be necessary or desirable. Any amendment to the IPS must be provided to the Secretary of ONE JIB as soon as practicable and in any event within 15 days of approval by the municipality's council.
- (b) ONE JIB and the Applicant Municipality acknowledge that under subsection 19(3) of the Regulation, ONE JIB is required, following the Annual Policy Review, to review, and if necessary, update the Investment Plan of the Applicant Municipality, as a Participating Municipality (the **Annual Plan Review**). ONE JIB shall, within a reasonable period of time, not to exceed 90 days from the date that ONE JIB receives the results of the Annual Policy Review, conduct the Annual Plan Review for the municipality. If, following the completion of the Annual Plan Review, ONE JIB considers that an update or amendment of the Investment Plan is required (whether following from the results of the municipality's Annual Policy Review or otherwise), ONE JIB shall make the appropriate updates or amendments to the municipality's Investment Plan and shall provide a copy of the updated and amended Investment Plan to the municipality.
- (c) In addition to amendments made as a result of the Annual Policy Review, the parties acknowledge that the Applicant Municipality, as a Participating Municipality, may make amendments to its IPS, including for the purposes of adding or withdrawing amounts to be invested as contemplated in Section 5.04, at any time and from time to time by action of the council of the municipality. Amendments to an IPS for adding and withdrawing money and investments to be managed by ONE JIB shall be made in accordance with Section 5.04.
- (d) Notice of any amendment to the IPS of an Applicant Municipality, as a Participating Municipality (other than amendments made as a result of the Annual Policy Review), shall be given in writing to the Secretary of ONE JIB or to such other person as ONE JIB may direct as soon as practicable following authorization or adoption. For purposes

hereof, the Applicant Municipality and ONE JIB recognize that an amendment to an IPS may be made by by-law or other decision of council (**Council Action**) that affects or purports to affect the IPS. ONE JIB has no obligation to take notice of any such Council Action, whether or not it was widely publicized, and no obligation to assess the validity of any Council Action. ONE JIB shall under no circumstances be deemed to have knowledge of any amendment to the IPS of a municipality or of any Council Action unless and until written notice thereof has been provided to ONE JIB by the treasurer of the Participating Municipality in accordance with Section 5.03(a), Section 5.03(d), or Section 5.04(b) and the notice provisions set out in Section 16.01.

- (e) On receipt of a notice of amendment to the IPS, where ONE JIB considers in its discretion that an update or modification to the corresponding Investment Plan is necessary or desirable, ONE JIB will update or modify such municipality's Investment Plan so as to provide for consistency between the Investment Plan and the IPS. Such update or modification shall be made and implemented as soon as reasonably practicable, having regard to prevailing economic and market conditions. A copy of any such updated or modified Investment Plan shall be provided to the treasurer of the Participating Municipality.
- (f) Despite any other provision hereof, ONE JIB may make such minor amendments to the Investment Plan of an Applicant Municipality, as a Participating Municipality, as it may consider to be necessary or desirable for the more efficient or effective administration of the assets held in such municipality's Investment Accounts, provided that following such minor amendment, the Investment Plan continues to be consistent with such municipality's IPS.

5.04 Additions and Withdrawals of Money and Investments.

- (a) The Applicant Municipality's IPS referenced in Section 5.01 shall include the Applicant Municipality's criteria for identifying the Managed Assets over which ONE JIB is to have management and control hereunder. Such Managed Assets shall be held in one or more Investment Accounts. It is the responsibility of the Applicant Municipality, as a Participating Municipality, to make contributions to the Investment Accounts in accordance with its IPS. The treasurer of the Applicant Municipality, as a Participating Municipality, shall provide ONE JIB with notice of such contributions, and follow such procedures and protocols in connection therewith, as ONE JIB may prescribe from time to time.
- (b) The Applicant Municipality, as a Participating Municipality, may from time to time amend its IPS so as to add to or withdraw amounts from the Managed Assets. No such amendment shall be binding on ONE JIB unless reasonable written notice has been provided to the Secretary of ONE JIB or other authorized person, in form satisfactory to ONE JIB. Without limiting the foregoing, ONE JIB shall have no obligation to return Managed Assets or part thereof to the Applicant Municipality unless a minimum of 30 days' prior written notice of any request for withdrawal, in form and substance satisfactory to ONE JIB, has been provided to ONE JIB, which notice period may be waived by ONE JIB in its discretion.

- (c) Notwithstanding Section 14.01, ONE JIB shall not be obliged to comply with any notice referred to in paragraphs (a) and (b) of Section 5.04 unless received in writing and signed by the treasurer of the Participating Municipality.
- (d) In all circumstances in which the Applicant Municipality, as a Participating Municipality, anticipates a withdrawal of Managed Assets, whether as a result of the planned maturity of any reserve or otherwise, such Municipality and ONE JIB shall co-operate and work together so as to ensure an orderly liquidation where necessary and timely transfer of Managed Assets or proceeds thereof.
- (e) Notwithstanding Section 5.04(b), if the aggregate dollar amount of the Managed Assets requested to be returned by a Participating Municipality is so large as to risk causing prejudice to other Participating Municipalities or requires additional time to effect an orderly liquidation, ONE JIB, ONE Investment and the Participating Municipality shall work together to extend the period for the return so that any negative effects of sudden or untimely liquidation are adequately ameliorated.
- (f) In extraordinary circumstances, including dislocated capital markets, acts of God, war, terrorism and the like which prevent normal trading operations in securities markets, or result in the suspension of trading in securities markets, ONE JIB may, in the exercise of its fiduciary obligations, decline to or delay the return of all or a portion of a Participating Municipality's requested Managed Assets. Any Managed Assets not so returned shall be returned as soon as practicable on the cessation of the events which gave rise to the refusal or delay.

SECTION 6 - AGENTS

- 6.01 Authority.** The Applicant Municipality, as a Participating Municipality, authorizes ONE JIB and ONE Investment to engage Agents on its behalf and to enter into Investment Program Agreements, from time to time, as provided in Section 3.02.
- 6.02 Administrator.** ONE JIB and ONE Investment will enter into an Investment Program Agreement with an Administrator who is a Canadian chartered Schedule I bank or other regulated Canadian financial institution or who has otherwise satisfied ONE JIB that it has the demonstrated ability to provide and maintain accurate recordkeeping and where required, valuation services for the Investment Accounts.
- 6.03 Custodian.** ONE JIB and ONE Investment will only enter into an Investment Program Agreement for custody and safekeeping of Managed Assets with a Custodian who, at the time of entering into the Investment Program Agreement, is a Canadian custodian for purposes of NI 31-103.
- 6.04 External Portfolio Managers.** With respect to
 - (a) **Registration** - ONE JIB will not enter into an Investment Program Agreement with an External Portfolio Manager unless the Investment Program Agreement requires the External Portfolio Manager to maintain at all times its status in Ontario as a registered portfolio manager, unless the External Portfolio Manager is exempt from the requirement to be registered under applicable Ontario law.

- (b) **Insurance** - ONE JIB will not enter into an Investment Program Agreement with an External Portfolio Manager unless the Investment Program Agreement requires the External Portfolio Manager to maintain, in full force and effect, bonding or insurance in such amounts and of such types as are required from time to time by regulatory authorities and consistent with industry best practice.

6.05 No rights to assets. None of ONE JIB, ONE Investment, an Administrator, a Custodian, an External Portfolio Manager or any other service provider or Agent shall have any beneficial or personal right, title or interest in or to the Managed Assets in any Investment Account, other than as specifically set out in any Investment Program Agreement.

SECTION 7 - COMPOSITION AND GOVERNANCE OF ONE JIB

7.01 Appointment and Term of Members. The initial individual members (**JIB Members**) of ONE JIB were appointed by the Founding Municipalities under the Initial Formation Agreement on the establishment of ONE JIB under the Regulation.

7.02 Prohibition re Membership. Notwithstanding anything to the contrary contained herein or in any schedule hereto, the following persons may not be appointed to or serve on ONE JIB:

- (a) subject to Section 7.03, an officer or employee of a Participating Municipality;
- (b) a member of council of a Participating Municipality.

7.03 Municipal Treasurers.

- (a) Municipal treasurers are to be represented on ONE JIB as permitted by the Regulation. To give effect to such representation, up to 25% of the membership of ONE JIB shall be reserved for Municipal Treasurer Representatives. ONE JIB and ONE Investment, in consultation with Participating Municipalities, shall nominate individuals to serve as Municipal Treasurer Representatives. Such individuals must hold the office of treasurer or duly appointed deputy treasurer of a Participating Municipality. ONE JIB and ONE Investment shall work in good faith with the Participating Municipalities to give voice to the concerns of municipal treasurers through appropriate Municipal Treasurer Representatives.
- (b) In the event that an individual serving as a Municipal Treasurer Representative is a treasurer or duly appointed deputy treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB pursuant to Section 13, such individual shall be deemed to have resigned as a member of ONE JIB effective the date of the Participating Municipality's withdrawal. Provided however, that if such individual has been appointed as the treasurer or duly appointed deputy treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative.

7.04 Procedural and Other Matters Relating to ONE JIB. Rules, policies and procedures relating to the appointment, qualifications, conduct, removal, term of office, compensation of JIB Members, calling and holding of meetings and all ancillary matters are set out in Schedule C -

Terms of Reference for ONE JIB appended hereto and such Terms of Reference form part of this Agreement. ONE JIB is intended to self-governing, subject to the applicable provisions of Municipal Legislation. The parties acknowledge and agree that following the formation of ONE JIB, the JIB Members have authority to amend the Terms of Reference including the exhibits and schedules thereto in accordance with the amendment provisions contained in the Terms of Reference.

- 7.05 Paramountcy.** In the event of any conflict or inconsistency between a Participating Municipality's policies, by-laws, rules and procedures that otherwise apply to such Participating Municipality's local boards and the policies, by-laws, rules and procedures that apply to ONE JIB as provided under this Agreement, the latter shall prevail.

SECTION 8 - REPORTING

- 8.01 Annual Investment Report.** ONE JIB shall prepare and provide to the council of each of the Participating Municipalities, no less frequently than once annually, an investment report that includes a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report and such other information that the council of the Participating Municipality may require or that, in the opinion of its treasurer, should be included as required by the Regulation.
- 8.02 Compliance Reporting.** ONE JIB shall prepare or arrange for the preparation and delivery of such compliance reports as may be reasonably requested by a Participating Municipality. Such compliance report shall provide information so as to enable the treasurer of the Participating Municipality to state whether or not the Managed Assets have been invested and are held in a manner consistent with the Participating Municipality's IPS and Investment Plan.

SECTION 9 - FEES AND EXPENSES

- 9.01 Fees and expenses.** Participating Municipalities shall pay the fees and expenses as set out in Schedule D appended hereto, and such fees and expenses may be changed from time to time in accordance with Section 12.01(c).
- 9.02 Fees Payable to Agents.** To the extent fees and expenses are directly recoverable from a Participating Municipality, ONE JIB shall establish and disclose to the Participating Municipality, the maximum aggregate fees and expenses payable to the Administrator, the Custodian, the External Portfolio Managers and any other Agents and service providers.

SECTION 10 - STANDARD OF CARE AND LIMITATION OF LIABILITY

- 10.01 Standard of Care.** In the discharge of its duties hereunder, and in investing money of the Participating Municipality, ONE JIB shall exercise the care, skill, diligence and judgment that a prudent investor would exercise in comparable circumstances and in making such investment.
- 10.02 Limitation on liability.** Provided that the standard of care set out in Section 10.01 has been met, neither ONE JIB nor any JIB Members shall incur any liability to a Participating Municipality by reason of acting or not acting or as a result of any error in instructions. Each Participating Municipality acknowledges and agrees that ONE JIB makes no representation or warranty as to performance or attaining any yield or appreciation of the Managed Assets in the Investment Accounts. Neither ONE JIB nor any JIB Member shall be liable to a Participating Municipality for

any loss or damage relating to any matter arising out of this Agreement, including any loss or diminution in the value of the Managed Assets so long as they acted in a manner consistent with the standard of care set out in Section 10.01.

- 10.03 Indemnification.** ONE JIB, ONE Investment, and any of their respective members, directors, officers and employees (in each case, an **Indemnified Party**) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party's own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 10.03. Amounts required to be paid or advanced to an Indemnified Party under this Section 10.03 shall be paid by Participating Municipalities in such proportion as ONE JIB considers to be fair and equitable in the circumstances.
- 10.04 Performance of Trusts.** ONE JIB shall not be bound to recognize or see to the performance of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Managed Assets or any interests therein are or may be subject, or to ascertain or inquire whether a contribution or withdrawal of any such Managed Assets or interests therein by any Participating Municipality or by its treasurer has been duly and properly authorized, or to recognize any person as having any interest in the Managed Assets, but shall be entitled to treat all monies and investments provided to ONE JIB hereunder solely as Managed Assets of the Participating Municipality.
- 10.05 Where IPS Imprudent.** Neither ONE JIB nor any JIB Members shall incur any liability whatsoever to a Participating Municipality where ONE JIB has determined in its sole discretion, acting reasonably, that the IPS of the Participating Municipality is inconsistent with the duty of the Participating Municipality under the Act to exercise prudence. So long as ONE JIB has provided notice to the Participating Municipality and acts in good faith, ONE JIB may elect to (a) apply the IPS to the best of its ability; or (b) decline to apply the IPS in whole or in part and hold the Managed Assets in cash or cash equivalent instruments pending receipt of an IPS which complies with the Act; or (c) seek direction from legal counsel and act in accordance with such direction. Until such time as ONE JIB has been provided with an IPS which complies with the Act, all of ONE JIB's duties and responsibilities to the Participating Municipality hereunder shall be suspended, and the Participating Municipality shall have no entitlement to have its Managed Assets managed by ONE JIB or to receive any prescribed reports from ONE JIB except to the extent required for ONE JIB to comply with the Act and the Regulation.

SECTION 11 - COMPLAINTS HANDLING

11.01 Initial Complaints. If a Participating Municipality has a concern or complaint with respect to any aspect of the management of its money and investments by ONE JIB hereunder, including the operation of one or more Investment Accounts, such concern or complaint shall in the first instance be brought to the attention of ONE Investment. Within 30 days of receipt, ONE Investment shall provide the Participating Municipality with written acknowledgement of the complaint and proposed resolution or explanation, if any. If the concern or complaint is one that involves the acts or omissions of an Agent, ONE Investment, on behalf of ONE JIB, shall make the appropriate inquiries of the Agent and otherwise pursue the matter with the Agent.

11.02 Escalation. In the event that the matter is not resolved to the satisfaction of the Participating Municipality through the procedure set out in Section 11.01, the Participating Municipality may provide written notice to the Chair of ONE JIB, with a copy to the Secretary and to the Chair of ONE Investment, specifying the nature of the concern or complaint. Upon receipt of such written notice, ONE JIB, under the authority of its Chair, shall arrange for an independent investigation of the matter to be conducted by duly qualified persons who are not employees of ONE JIB or ONE Investment. A written report of the results of such investigation containing an explanation and, where appropriate, an outline of steps to redress the matter, shall be provided to the Participating Municipality and made available to all other Participating Municipalities.

SECTION 12 - AMENDMENTS TO THE AGREEMENT

12.01 Amendments not Requiring Approval of Participating Municipalities.

- (a) ONE JIB may, without the approval of, or notice to the Participating Municipalities, but subject to Section 12.01(b) and Section 12.02, make certain amendments to this Agreement, including amendments which:
 - (1) are necessary to remove any internal inconsistencies in this Agreement and the schedules hereto or to make minor corrections, including the rectification of any ambiguities, defective provisions, errors, mistakes, or omissions that are, in the opinion of ONE JIB, necessary or desirable and not prejudicial to the Participating Municipalities;
 - (2) are intended to ensure compliance with applicable laws, regulations or policies affecting the Participating Municipalities or ONE JIB;
 - (3) effect certain changes to the policies, by-laws, codes of conduct, rules and procedures governing ONE JIB as contained in the Terms of Reference, provided that such changes are made in compliance with Section 12.01(b)(3);
 - (4) are intended to provide additional protection to the Participating Municipalities;
 - (5) are necessary to reflect a change that, in the reasonable opinion of ONE JIB is reasonable, necessary, or appropriate to enable the Participating Municipalities to take advantage of, or not be detrimentally affected by, changes in the Income Tax Act or other taxation laws; or

- (6) are intended or are necessary to facilitate efficient or cost effective administration of invested money or investments ;

provided that such amendment is not reasonably expected to materially adversely affect the interests of the Participating Municipalities.

- (b) The following amendments shall only be made as provided below:
 - (1) amendments requiring the approval of the Participating Municipalities under Section 12.02 shall be made in accordance with Section 12.02,
 - (2) amendments relating to an update or modification of a Participating Municipality's IPS or Investment Plan shall be made in the manner set out in Section 5, and
 - (3) amendments to the Terms of Reference (including the exhibits and schedules thereto) shall be made by ONE JIB in accordance with the amending provisions contained therein, as contemplated in Section 7.04;
- (c) Subject to Section 12.01(a) and Section 12.02, any other amendment may be made by ONE JIB and shall take effect after not less than 60 days' prior written notice of such amendment has been given to the treasurers of the Participating Municipalities including, without limitation, amendments to fees and expenses made in accordance with Section 9.01.
- (d) Notwithstanding anything else contained herein, provided that any such municipality has first executed a counterpart to this Agreement and has agreed to be bound hereby, the inclusion of a municipality as a Participating Municipality, and the corresponding amendment to Schedule A hereto, may be made at the sole discretion of ONE JIB without prior notice to or the consent of any Participating Municipality.

12.02 Amendments Requiring Approval of Participating Municipalities.

- (a) No amendment may be made to, or action taken under, this Agreement in respect of the matters described in subparagraphs (1) through (5) of this paragraph (a) of Section 12.02 except with the approval of the Participating Municipalities representing at least 75% of the Participating Municipalities who are at that time parties to this Agreement, and who in the aggregate have not less than 50% by market value of the money or investments which are then under the control and management of ONE JIB, such approval to be evidenced by a by-law of the council of an approving Participating Municipality, passed in compliance with the Act, in form and substance satisfactory to ONE JIB:
 - (1) removal of any member of ONE JIB;
 - (2) any increase in the size of ONE JIB;
 - (3) any change to Section 3.05 relating to further authorizations (sub-delegation);

- (4) any change to Section 7.03 relating to municipal treasurers; or
- (5) any change to the amendment provisions of this Agreement.
- (b) Notwithstanding the provisions of this Section 12.02, no amendment to this Agreement may enlarge the power or authority of ONE JIB in a manner inconsistent with the Act or the Regulation.
- (c) Any amendment to this Agreement (including any schedule hereto) which under applicable law requires the approval of the Participating Municipalities shall be effective only upon the written approval of such amendment by the treasurers of the Participating Municipalities, in form and substance satisfactory to ONE JIB.
- (d) Any amendment to this Agreement made under this Section 12.02 shall only be effective upon written notice to all Participating Municipalities regardless of whether a Participating Municipality was included in the Participating Municipalities who provided the necessary approval. The form and substance of such notice shall be appropriate in the circumstances, as determined by the Chair of ONE JIB on the advice of the Secretary of ONE JIB.

12.03 Restatements. A restated Agreement, setting forth the terms hereof, as amended to the time of execution, may be executed at any time and from time to time by ONE JIB.

SECTION 13 - WITHDRAWAL

13.01 Withdrawal from ONE JIB by Regulation.

A Participating Municipality may withdraw from investing through ONE JIB if it has become subject to a regulation made under clause 16(d) of section 418.1 of the Act providing that section 418.1 of the Act no longer applies to the Participating Municipality.

13.02 Withdrawal from ONE JIB by a Participating Municipality that is not a Founding Municipality.

By entering in to this Agreement, each of the Founding Municipalities and each of the other Participating Municipalities hereby agree and shall be deemed to agree at all times that any Participating Municipality which is not a Founding Municipality may withdraw from ONE JIB for any reason provided that the Participating Municipality wishing to withdraw has effected one of the following alternatives:

- (a) entered into an agreement with another municipality that has established an Investment Board, that Investment Board and any other municipalities investing through that Investment Board to invest through that Investment Board;
- (b) entered into an agreement with the municipalities that have established a Joint Investment Board, that Joint Investment Board and any other municipalities investing through that Joint Investment Board, to invest through that Joint Investment Board; or
- (c) established an Investment Board on its own or established a Joint Investment Board with one or more other municipalities

and such Participating Municipality has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board

- (d) the Participating Municipality's powers to make the investments; and
- (e) the Participating Municipality's duties under section 418.1 of the Act.

13.03 Withdrawal from ONE JIB by a Founding Municipality.

By entering in to this Agreement, each of the Founding Municipalities and each of the other Participating Municipalities hereby agree and shall be deemed to agree at all times that any Founding Municipality may withdraw from ONE JIB for any reason provided that all of the following conditions are met:

- (a) ONE JIB is not dissolved upon the withdrawal;
- (b) the other Founding Municipalities that established ONE JIB have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that such municipalities do not require immediately;

and the Founding Municipality wishing to withdraw has taken one of the actions described in paragraph (a), (b) or (c) of Section 13.02 and has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board;

- (c) the Founding Municipality's powers to make the investments; and
- (d) the Founding Municipality's duties under section 418.1 of the Act.

13.04 Procedures re Withdrawal.

A Participating Municipality wishing to withdraw from ONE JIB pursuant to Section 13.02 (the **Withdrawing Municipality**) must give the Secretary of ONE JIB a minimum of 90 days' prior written notice of withdrawal. At least 10 days prior to the effective date of withdrawal (the **Effective Date**), ONE JIB must have received a direction (the **Transfer Direction**) duly authorized by a by-law of the council of the Withdrawing Municipality, passed in compliance with the Act, in form and substance satisfactory to ONE JIB. The Transfer Direction shall instruct ONE JIB to (i) pay to ONE JIB, ONE Investment or any Agents any and all fees and expenses payable or accrued to the Effective Date, and (ii) thereafter, to transfer and deliver to the successor Investment Board or Joint Investment Board named in the Transfer Direction, as at the Effective Date, all of the Withdrawing Municipality's money, investments and assets over which ONE JIB has control and management. At the request of the Withdrawing Municipality, ONE JIB shall arrange for the orderly and secure transfer and transmission of such books and records relating to the Investment Accounts of the Withdrawing Municipality as may be reasonable and necessary. Upon such transfer and delivery, ONE JIB shall be relieved and discharged of and from all further obligations to the Withdrawing Municipality with respect to the money and investments of the Withdrawing Municipality. Notwithstanding the withdrawal of the Withdrawing Municipality from ONE JIB, the obligation of such Withdrawing Municipality to indemnify ONE JIB and JIB

Members as set out in Section 10.03 shall be unaffected and shall survive any such withdrawal. The notice periods specified in this Section 13.04 may be waived by ONE JIB in its discretion.

SECTION 14 - DIRECTIONS, INSTRUCTIONS AND NOTICES

14.01 Certificate re Authorized Persons. Each Participating Municipality shall from time to time and upon the written request of ONE JIB, furnish the Secretary of ONE JIB with a certificate signed by its treasurer setting forth the name(s) and title(s) of the authorized officer(s) of the Participating Municipality, which shall include the treasurer and of any other person(s) or representative(s) authorized to act on behalf of the Participating Municipality (**Authorized Persons**), together with specimen signatures of all such Authorized Persons and ONE JIB shall be entitled to rely upon the identification of such Authorized Persons as the person(s) entitled to act on behalf of, and provide directions, instructions and notices for, the Participating Municipality for the purposes of this Agreement until a replacement certificate respecting the same is delivered to ONE JIB.

14.02 Reliance on Authorized Persons.

Provided ONE JIB has complied with its standard of care set forth in Section 10.01, ONE JIB shall:

- (a) not be responsible for:
 - (1) the proper application by any Participating Municipality of any part of its Managed Assets so long as payments to the Participating Municipality have been made in accordance with written directions of such Participating Municipality or an Authorized Person or Authorized Persons as herein provided;
 - (2) the adequacy of the Managed Assets to meet and discharge any and all payments and liabilities in respect of a Participating Municipality; or
 - (3) the compliance by any Participating Municipality with the Act, the Regulation or any Municipal Legislation with respect to the formulation, adoption, or amendment of its IPS, or any decision with respect to additions or contributions to the Managed Assets or withdrawals from the Managed Assets or any other determination as to monies or investments which constitute Managed Assets;
- (b) be fully protected in acting upon any instrument, certificate or other writing believed by it to be genuine and to be signed or presented by an Authorized Person or Authorized Persons;
- (c) be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained; and
- (d) be entitled to decline to take any actions unless it has clear instructions.

14.03 Reliance on Experts and Others. ONE JIB may rely and act upon any statement, report or opinion prepared by or any advice received from the auditor of the ONE Investment Pools, solicitors or other professional advisers with respect to the Managed Assets and shall not be responsible or held liable for any loss or damage resulting from so relying or acting if the advice

was within the area of professional competence of the person from whom it was received, ONE JIB acted in good faith in relying thereon, and the professional adviser was aware that ONE JIB was receiving the advice in its capacity as fiduciary with respect to the Managed Assets. ONE JIB shall in no way be responsible for, nor incur any liability based on, the action or failure to act or for acting pursuant to or in reliance on instructions of the Participating Municipality, a Custodian, Administrator, Payment Agent or External Portfolio Manager or any Agent to whom its responsibilities are properly delegated.

SECTION 15 TERM AND TERMINATION

15.01 Termination of Agreement.

Two or more Founding Municipalities may dissolve ONE JIB if no other Participating Municipalities are investing through ONE JIB and each such Founding Municipality has effected one of the following alternatives:

- (a) entered into an agreement with another municipality that has established an Investment Board, that Investment Board and any other municipalities investing through that Investment Board to invest through that Investment Board;
- (b) entered into an agreement with the municipalities that have established a Joint Investment Board, that Joint Investment Board and any other municipalities investing through that Joint Investment Board, to invest through that Joint Investment Board; or
- (c) established an Investment Board on its own or established a Joint Investment Board with one or more other municipalities

and each such Founding Municipality has given the Investment Board or Joint Investment Board through which it will be investing the control and management of its investments by delegating to the board

- (d) the Founding Municipality's powers to make the investments; and
- (e) the Founding Municipality's duties under section 418.1 of the Act.

15.02 Participating Municipalities may not Dissolve ONE JIB.

Participating Municipalities do not, either alone or collectively, have the power to dissolve ONE JIB.

SECTION 16 - GENERAL

16.01 Notice.

- (a) **Address for notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or email to the addresses or facsimile numbers set out in Schedule A in respect of each Participating Municipality and in the case of ONE JIB or ONE Investment to:

ONE Joint Investment Board
 200 University Ave., Suite 801
 Toronto, ON M5H 3C6
 Attention: The Secretary with copy to the Chair
 email: dkelly@oneinvestment.ca

ONE Investment
 200 University Ave., Suite 801
 Toronto, ON M5H 3C6
 Attention: The Secretary - Treasurer
 email: amajidi@amo.on.ca

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 16.01.

- (b) **Effective date.** Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Banking Day, on the next following Banking Day) or, if mailed, on the second Banking Day following the day on which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail.

16.02 Application of the *Municipal Affairs Act*.

In the event that a Participating Municipality becomes subject to supervision under Part III of the *Municipal Affairs Act*, the duties and responsibilities of ONE JIB hereunder, in respect of such Participating Municipality, may be subject to the special jurisdiction and powers that can be exercised in respect of the Participating Municipality and ONE JIB as a local board of such Participating Municipality.

16.03 Further action.

Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

16.04 Benefit.

This Agreement shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

16.05 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement.

16.06 Electronic Signatures.

This Agreement may be executed by the parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.

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The parties have executed this Agreement on the dates set out below.

ONE JOINT INVESTMENT BOARD

DATE: _____

BY: _____
(Signature)

(Print Name)

BY: _____
(Signature)

(Print Name)

COUNTERPART OF

ONE JOINT INVESTMENT BOARD AGREEMENT

BY: [INSERT FULL LEGAL NAME OF APPLICANT MUNICIPALITY]

DATE: _____

BY: [HEAD OF COUNCIL]

(Signature)

(Print Name)

BY: [CLERK]

(Signature)

(Print Name)

**SCHEDULE A
PARTICIPATING MUNICIPALITIES
(INCLUDING ADDRESS FOR NOTICES)**

Town of Bracebridge

1000 Taylor Court
Bracebridge, ON P1L 1R6
ATTN: Stephen Rettie
Director of Finance/Treasurer
Phone: (705) 645-6319 x262
Email: srettie@bracebridge.ca

Town of Huntsville

37 Main St. East
Huntsville, ON P1H 1A1
ATTN: Julia McKenzie
Manager of Finance/Treasurer
Phone: (705) 789-1751 x2251
Email: julia.mckenzie@huntsville.ca

Town of Innisfil

2101 Innisfil Beach Rd.
Innisfil, ON L9S 1A1
ATTN: Lee Parkin
Manager, Legal & Clerk Services/Clerk
Phone: (705) 436-3740 x1401
Email: lparkin@innisfil.ca

City of Kenora

1 Main Street South
Kenora, ON P9N 3X2
ATTN: Charlotte Edie
Treasurer
Phone: (807) 467-2013
Email: cedie@kenora.ca

The District Municipality of Muskoka

70 Pine Street
Bracebridge, ON P1L 1N3
ATTN: Julie Stevens
Commissioner, Finance & Corporate Services
Phone: (705) 645-2100 x4255
Email: julie.stevens@muskoka.on.ca

Town of Whitby

575 Rossland Rd. E.
Whitby, ON L1N 2M8
ATTN: Ken Nix
Commissioner, Corporate Services/Treasurer
Phone: (905) 430-4314
Email: nixk@whitby.ca

SCHEDULE B - 1
FORM OF APPLICANT/PARTICIPATING MUNICIPALITY
PRUDENT INVESTOR ENABLING BY-LAW FOR APPLICANT MUNICIPALITIES

[MUNICIPALITY FULL LEGAL NAME, INCLUDING THE CORPORATION OF THE XXXXX OR UPPER-TIER MUNICIPALITY FULL LEGAL NAME]

By-law Number [insert number]

A By-law of [Municipality full legal name, including The Corporation of the XXXX or Upper-tier Municipality full legal name] to authorize, as a Participating Municipality, the approval of the completed Municipal Client Questionnaire, the adoption of an Investment Policy Statement, the entering into of a Joint Investment Board Agreement through which Participating Municipalities will invest under the Prudent Investor Regime, the establishment of a Code of Conduct and the delegation to the Joint Investment Board of the authority to appoint its Integrity Commissioner and its Closed Meeting Investigator.

WHEREAS section 418.1 of the *Municipal Act, 2001* (the “Act”) provides that effective January 1, 2019, a municipality may, pursuant to subsection 418.1 (2) of the Act, pass a by-law to have section 418.1 apply to the municipality (the “**Prudent Investor Enabling By-law**”);

AND WHEREAS pursuant to section 418.1 of the Act a municipality may invest money that it does not require immediately in any security provided that in doing so it exercises the care, skill, diligence and judgment that a prudent investor would exercise in making such an investment and that it satisfies the requirements prescribed for the purposes of section 418.1 on the day that the municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS paragraph 3 of section 15 of O. Reg. 438/97 (Part II) (the “Regulation”) provides that a municipality may pass a Prudent Investor Enabling By-law under the authority of that paragraph if the municipality satisfies the requirement prescribed in that paragraph (the “**Prescribed Requirement**”) on the day such municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS paragraph 3 of section 15 of the Regulation requires that before a municipality that intends to invest pursuant to section 418.1 of the Act through a Joint Investment Board that was established by other municipalities passes its Prudent Investor Enabling By-law it must have entered into an agreement with the Joint Investment Board and any other municipalities investing through the Joint Investment Board on the day the municipality passes its Prudent Investor Enabling By-law (individually such municipality is a “**Participating Municipality**”, collectively “**Participating Municipalities**”);

AND WHEREAS subsection 17 (3) of the Regulation provides that a Participating Municipality that satisfies the Prescribed Requirement may invest money and investments that it does not require immediately only by having a Joint Investment Board that meets the following criteria do so on its behalf: (i) the Joint Investment Board is the subject of an agreement referred to in paragraph 3 of section 15; and (ii) the Joint Investment Board has been given the control and

management of the Participating Municipality's money and investments, by the Participating Municipality delegating to the Joint Investment Board, a) the Participating Municipality's powers to make the investments, and b) the Participating Municipality's duties under section 418.1 of the Act;

AND WHEREAS section 18 of the Regulation provides that the council of a municipality shall adopt and maintain an investment policy in relation to investing under section 418.1 of the Act;

AND WHEREAS the treasurer of The Corporation of the [insert name of the relevant Participating Municipality] (the "**Municipality**") completed a draft Municipal Client Questionnaire, in the form attached hereto as Schedule "A" (the "**Municipal Client Questionnaire**") and prepared the draft investment policy statement attached hereto as Schedule "B", which is referred to as its Investment Policy Statement (the "**IPS**") and the Municipality intends to approve the completed draft Municipal Client Questionnaire and adopt the IPS, in accordance with section 18 of the Regulation;

AND WHEREAS effective on May 19, 2020 The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby (collectively the "Founding Municipalities") established a Joint Investment Board pursuant to an Initial Formation Agreement as a joint municipal service board pursuant to section 202 of the Act (the "**Initial Formation Agreement**"), which Joint Investment Board is called ONE Joint Investment Board ("**ONE JIB**") and all of the Founding Municipalities agreed under the Initial Formation Agreement to invest through ONE JIB;

AND WHEREAS ONE JIB and the Founding Municipalities have entered into an agreement that provides that ONE JIB will invest on behalf of the Founding Municipalities under that agreement and that ONE JIB will also invest under that agreement for other Ontario municipalities, as Participating Municipalities, from time to time (the "**ONE JIB Agreement**") on the basis that: (i) before any new Participating Municipality passes its Prudent Investor Enabling By-law it will have entered into the ONE JIB Agreement with ONE JIB and with all of the other Participating Municipalities on the day such new Participating Municipality passes its Prudent Investor Enabling By-law; and (ii) ONE JIB has met the criteria set out in subsection 17 (3) of the Regulation, and will, in accordance with section 418.1 of the Act, the Regulation and the ONE JIB Agreement, invest on behalf of the Participating Municipalities;

AND WHEREAS pursuant to the ONE JIB Agreement, all Participating Municipalities, including the Founding Municipalities, consent to other municipalities that comply with the applicable requirements and criteria under the Act and the Regulation entering into the ONE JIB Agreement from time to time;

AND WHEREAS ONE JIB is subject to all applicable provisions of the Act, including having a code of conduct established by the councils of each of the municipalities for which it is a local board and by having an Integrity Commissioner and Closed Meeting Investigator appointed by the councils of the municipalities for which it is a local board. It has been determined that it would be prudent to have one code of conduct, one Integrity Commissioner and one Closed

Meeting Investigator for ONE JIB, rather than one from each of the Founding Municipalities and one from each of the other municipalities that subsequently enter into the ONE JIB Agreement;

AND WHEREAS each of the Founding Municipalities pursuant to an Authorizing By-law that is substantially the same as this By-law, established the code of conduct that is attached to the ONE JIB Agreement as part of the Terms of Reference as the code of conduct for ONE JIB (the “**Code of Conduct**”) and authorized ONE JIB to make future changes to the Code of Conduct;

AND WHEREAS the Founding Municipalities directed ONE Investment to undertake a Request for Proposals (“**RFP**”) process to retain the services of both an Integrity Commissioner and a Closed Meeting Investigator for ONE JIB. The ONE JIB Secretary worked with ONE Investment staff and two representatives of the Founding Municipalities’ municipal clerks in connection with the RFP process. The results were shared with the Founding Municipalities. Thereafter the recommended candidate(s) were submitted to ONE JIB for its consideration and ONE JIB appointed the recommended candidate(s) as its Integrity Commissioner and its Closed Meeting Investigator;

AND WHEREAS each Founding Municipality pursuant to an Authorizing By-law that is substantially the same as this By-law, delegated to ONE JIB the authority to appoint its initial Integrity Commissioner and its initial Closed Meeting Investigator and their respective successors, from time to time, in accordance with the process set out in the Terms of Reference which form part of the ONE JIB Agreement;

AND WHEREAS the Municipality is required to have entered into the ONE JIB Agreement before the Municipality can pass its Prudent Investor Enabling By-law;

AND WHEREAS after ONE JIB confirms its acceptance of the Municipality as a Participating Municipality under the ONE JIB Agreement, ONE JIB and the Municipality will agree upon on an effective date for the ONE JIB Agreement vis à vis the Municipality as a Participating Municipality and such effective date will be the effective date of the Municipality’s authorization of the application of section 418.1 of the Act to it, which effective date will also be known as the “**Prudent Effective Date**”;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF XXXX, AS A PARTICIPATING MUNICIPALITY, HEREBY ENACTS AS FOLLOWS:

1. The Municipality hereby ratifies, confirms and approves the completion and execution by the treasurer of the Municipal Client Questionnaire for and on behalf of the Municipality.
2. The Municipality hereby adopts the IPS and hereby acknowledges and agrees that control and management of its money and investments that it does not require immediately will be given to ONE JIB pursuant to the ONE JIB Agreement as at the Prudent Effective Date.
3. The Municipality hereby authorizes the entering into of the ONE JIB Agreement after ONE JIB has accepted the Municipality as a Participating Municipality under the ONE JIB Agreement substantially in the form attached hereto as Schedule “C” pursuant to which ONE JIB is given the control and management of the Municipality’s money and investments that it does

not require immediately together with that of all of the Participating Municipalities as at the day this By-law is passed by each such municipality delegating to ONE JIB its power to make investments and its duties under section 418.1 of the Act with an effective date that is the Municipality's Prudent Effective Date and the [head of council] and the treasurer are hereby authorized to execute the ONE JIB Agreement for and on behalf of the Municipality.

4. Pursuant to the ONE JIB Agreement which the Municipality has authorized under this By-law, the Municipality will establish the Code of Conduct for ONE JIB as a local board of the Municipality on the basis that each municipality that invests through ONE JIB will similarly establish the Code of Conduct for ONE JIB in its capacity as a local board of that municipality and the Municipality authorizes ONE JIB to make future changes to the Code of Conduct without further approval from the Municipality.

5. In accordance with the process for appointing an Integrity Commissioner and a Closed Meeting Investigator and their successors from time to time that is described in the Terms of Reference which form part of the ONE JIB Agreement the Municipality hereby delegates to ONE JIB the authority to appoint its initial Integrity Commissioner and its initial Closed Meeting Investigator and their respective successors from time to time.

6. The delegation to ONE JIB of the power to appoint an initial Integrity Commissioner and an initial Closed Meeting Investigator and their successors will not be revoked prior to the end of the term of the council of the Municipality that made such delegations. These delegations may be revoked at any time thereafter. These delegations remain in effect unless and until such revocation occurs.

7. The Municipality hereby authorizes the application of section 418.1 of the Act to it on the basis that the effective date of the ONE JIB Agreement vis à vis the Municipality as a Participating Municipality will be the same date as the Prudent Effective Date described in this By-law.

8. Any one or more of the [head of council], the treasurer and the clerk are, for and on behalf of the Municipality, each hereby authorized to do all things and to execute all other documents, instruments and papers in the name of the Municipality necessary or desirable to give control and management of its money and investments that it does not require immediately to ONE JIB and to deliver all documents, instruments and papers as required and as authorized by this By-law and such execution shall be conclusive evidence that such documents, instruments and papers so executed are the documents, instruments and papers authorized by this By-law.

9. Sections 1 to 6 inclusive and section 8 of this By-law shall take effect on the day of passing and section 7 of this By-law shall take effect on the Municipality's Prudent Effective Date.

ENACTED and PASSED this [COUNCIL MEETING DATE]

[PRINT NAME XXXXX]

[HEAD OF COUNCIL XXXXX]

[PRINT NAME XXXXX]

[CLERK XXXXX]

12702864.9

**SCHEDULE B - 2
FORM OF FOUNDING MUNICIPALITY
AUTHORIZING BY-LAW**

**[MUNICIPALITY FULL LEGAL NAME, INCLUDING THE CORPORATION OF THE
XXXXX OR UPPER-TIER MUNICIPALITY FULL LEGAL NAME]**

By-law Number **[insert number]**

A By-law of **[Municipality full legal name, including The Corporation of the XXXX or Upper-tier Municipality full legal name]** to authorize, as a Founding Municipality, the entering into of the Initial Formation Agreement pursuant to which a Joint Investment Board will be established and through which all of the Founding Municipalities will invest, the approval of the completed Municipal Client Questionnaire, the adoption of an Investment Policy Statement and the entering into of a Joint Investment Board Agreement through which Participating Municipalities will invest under the Prudent Investor Regime, the establishment of a Code of Conduct for the Joint Investment Board and the delegation to the Joint Investment Board of the authority to appoint its Integrity Commissioner and its Closed Meeting Investigator.

WHEREAS section 418.1 of the *Municipal Act, 2001* (the “**Act**”) provides that effective January 1, 2019 a municipality may, pursuant to subsection 418.1 (2) of the Act, pass a by-law to have section 418.1 apply to the municipality (the “**Prudent Investor Enabling By-law**”);

AND WHEREAS pursuant to section 418.1 of the Act a municipality may invest money that it does not require immediately in any security provided that in doing so it exercises the care, skill, diligence and judgment that a prudent investor would exercise in making such an investment and that it satisfies the requirements prescribed for the purposes of section 418.1 on the day that the municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS paragraph 2 of section 15 of O. Reg. 438/97 (Part II) (the “**Regulation**”) provides that a municipality may pass a Prudent Investor Enabling By-law under the authority of that paragraph if the municipality satisfies the requirement prescribed in that paragraph (the “**Prescribed Requirement**”) on the day such municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS paragraph 2 of section 15 of the Regulation requires a municipality that intends to invest pursuant to section 418.1 of the Act through a Joint Investment Board, together with one or more other municipalities (individually a “**Founding Municipality**”, collectively the “**Founding Municipalities**”), to have entered into an agreement to establish and invest through a Joint Investment Board established pursuant to section 202 of the Act and also requires all of the Founding Municipalities to have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that the Founding Municipalities do not require immediately;

AND WHEREAS subsection 17 (2) of the Regulation provides that a Founding Municipality that satisfies the Prescribed Requirement may invest money and investments that it does not require immediately only by having a Joint Investment Board that meets the following criteria do so on its behalf: (i) the Joint Investment Board is the subject of an agreement referred to in paragraph 2 of section 15; and (ii) the Joint Investment Board has been given the control and management of the Founding Municipality's money and investments that it does not require immediately, together with that of all the other Founding Municipalities that are party to the agreement referred to under paragraph 2 of section 15, by each Founding Municipality delegating to the Joint Investment Board a) the Founding Municipality's powers to make the investments, and b) the Founding Municipality's duties under section 418.1 of the Act;

AND WHEREAS section 18 of the Regulation provides that the council of a municipality shall adopt and maintain an investment policy in relation to investing under section 418.1 of the Act;

AND WHEREAS the treasurer of The Corporation of the [insert name of the relevant Founding Municipality and delete the name of the relevant Founding Municipality from the list in the next recital] (the "**Municipality**") completed a draft Municipal Client Questionnaire in the form attached hereto as Schedule "A" (the "**Municipal Client Questionnaire**") and prepared the draft investment policy statement attached hereto as Schedule "B" which is referred to as its Investment Policy Statement (the "**IPS**") and the Municipality intends to approve the completed draft Municipal Client Questionnaire and adopt the IPS in accordance with section 18 of the Regulation;

AND WHEREAS [The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby] and the Municipality have expressed an interest in being Founding Municipalities and in entering into an Initial Formation Agreement in the form attached hereto as Schedule "C" (the "**Initial Formation Agreement**") pursuant to which a Joint Investment Board will be established as a joint municipal service board pursuant to section 202 of the Act, which Joint Investment Board will be called ONE Joint Investment Board ("**ONE JIB**"), through which all of the Founding Municipalities will invest their money and investments that they do not require immediately and pursuant to which the Founding Municipalities will appoint the initial members of ONE JIB;

AND WHEREAS all of the Founding Municipalities have agreed that on or before May 1, 2020 they will have passed a by-law in a form substantially the same as this By-law that, among other things, authorizes the entering into of the Initial Formation Agreement with an effective date of May 19, 2020 (the "**JIB Effective Date**");

AND WHEREAS as at the JIB Effective Date all of the Founding Municipalities will have, in the opinion of each of their treasurers, a combined total of at least \$100,000,000 in money and investments that they do not require immediately;

AND WHEREAS on May 19, 2020 after the conclusion of the orientation meeting for the individuals appointed under the Initial Formation Agreement ONE JIB will commence its initial meeting during which it will authorize ONE JIB to enter into the ONE Joint Investment Board Agreement substantially in the form attached as Schedule "D" hereto (the "**ONE JIB**");

Agreement”) that provides that ONE JIB will invest on behalf of the Founding Municipalities on the basis that the Founding Municipalities have met the Prescribed Requirement and the criteria set out in subsection 17 (2) of the Regulation and that ONE JIB will also invest on behalf of other Ontario municipalities that may subsequently enter into such agreement provided that they meet the requirement set out in paragraph 3 of section 15 of the Regulation and the criteria set out in subsection 17 (3) of the Regulation;

AND WHEREAS by entering into the ONE JIB Agreement the Founding Municipalities, and all other municipalities subsequently entering into the ONE JIB Agreement, thereby consent to any other municipalities entering into the ONE JIB Agreement provided that they comply with the applicable requirements and criteria under the Act and the Regulation;

AND WHEREAS ONE JIB is subject to all applicable provisions of the Act, including having a code of conduct established by the councils of each of the municipalities for which it is a local board and by having an Integrity Commissioner and Closed Meeting Investigator appointed by the councils of the municipalities for which it is a local board. It has been determined that it would be prudent to have one code of conduct, one Integrity Commissioner and one Closed Meeting Investigator for ONE JIB, rather than one from each of the Founding Municipalities and one from each of the other municipalities that subsequently enter into the ONE JIB Agreement;

AND WHEREAS each of the Founding Municipalities will, pursuant to an Authorizing By-law that is substantially the same as this By-law, establish the code of conduct that is attached to the ONE JIB Agreement as part of the Terms of Reference as the code of conduct for ONE JIB (the **“Code of Conduct”**) and will authorize ONE JIB to make future changes to the Code of Conduct;

AND WHEREAS the Founding Municipalities directed ONE Investment to undertake a Request for Proposals (**“RFP”**) process to retain the services of both an Integrity Commissioner and a Closed Meeting Investigator for ONE JIB. The ONE JIB Secretary worked with ONE Investment staff and two representatives of the Founding Municipalities’ municipal clerks in connection with the RFP process. The results were shared with the Founding Municipalities. The recommended candidate(s) will be submitted to ONE JIB during its initial meeting for its consideration;

AND WHEREAS each Founding Municipality will, pursuant to an Authorizing By-law that is substantially the same as this By-law, delegate to ONE JIB the authority to appoint its initial Integrity Commissioner and its initial Closed Meeting Investigator, and their respective successors from time to time, in accordance with the process set out in the Terms of Reference which form part of the ONE JIB Agreement;

AND WHEREAS each of the Founding Municipalities and ONE JIB are required by the Act to have entered into the ONE JIB Agreement before any Founding Municipality can pass its Prudent Investor Enabling By-law;

AND WHEREAS after each of the Founding Municipalities has executed the ONE JIB Agreement, each Founding Municipality will advise the other Founding Municipalities and ONE JIB that it has done so and will thereafter pass its Prudent Investor Enabling By-law on or before

June 30, 2020. The effective date of the ONE JIB Agreement and of the Prudent Investor Enabling By-law will be July 2, 2020 (the “**Prudent Effective Date**”);

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF XXXX, AS A FOUNDING MUNICIPALITY, HEREBY ENACTS AS FOLLOWS:

1. The Municipality hereby ratifies, confirms and approves the completion and the execution by the treasurer of the Municipal Client Questionnaire for and on behalf of the Municipality.
2. The Municipality hereby immediately authorizes the entering into of the Initial Formation Agreement with May 19, 2020 as its effective date, which date is the JIB Effective Date and the [head of council] and the treasurer are hereby authorized to execute the Initial Formation Agreement for and on behalf of the Municipality.
3. The Municipality hereby adopts the IPS and hereby acknowledges and agrees that control and management of its money and investments that it does not require immediately as set out in the IPS will be given to ONE JIB pursuant to the ONE JIB Agreement as at the Prudent Effective Date (July 2, 2020).
4. The Municipality hereby authorizes the entering into of the ONE JIB Agreement after ONE JIB has executed the ONE JIB Agreement and before the Municipality passes its Prudent Investor Enabling By-law substantially in the form attached hereto as Schedule “D” pursuant to which ONE JIB is given the control and management of the Municipality’s money and investments that it does not require immediately, together with that of all other Founding Municipalities, by each such municipality delegating to ONE JIB its power to make investments and its duties under section 418.1 of the Act with an effective date that is the Prudent Effective Date and the [head of council] and the treasurer are hereby authorized to execute and deliver the ONE JIB Agreement for and on behalf of the Municipality with such additions and amendments thereto and such deletions therefrom [as may be approved by-insert required additional approvals, if any] such approval to be conclusively evidenced by the [head of council’s] and the treasurer’s execution thereof.
5. Pursuant to the ONE JIB Agreement which the Municipality has authorized under this By-law, the Municipality will establish the Code of Conduct for ONE JIB as a local board of the Municipality on the basis that each municipality that invests through ONE JIB will similarly establish the Code of Conduct for ONE JIB in its capacity as a local board of that municipality and the Municipality authorizes ONE JIB to make future changes to the Code of Conduct without further approval from the Municipality.
6. In accordance with the process for appointing an Integrity Commissioner and a Closed Meeting Investigator and their successors from time to time that is described in the Terms of Reference which form part of the ONE JIB Agreement the Municipality hereby delegates to ONE JIB the authority to appoint its initial Integrity Commissioner and its initial Closed Meeting Investigator and their respective successors from time to time.
7. The delegation to ONE JIB of the power to appoint an initial Integrity Commissioner and an initial Closed Meeting Investigator and their successors will not be revoked prior to the end of

the term of the council of the Municipality that made such delegations. These delegations may be revoked at any time thereafter. These delegations remain in effect unless and until such revocation occurs.

8. Any one or more of the [head of council], the treasurer and the clerk are, for and on behalf of the Municipality, each hereby authorized to do all things and to execute all other documents, instruments and papers in the name of the Municipality necessary or desirable to give control and management of its money and investments that it does not require immediately to ONE JIB and to deliver all documents, instruments and papers as required and as authorized by this By-law and such execution shall be conclusive evidence that such documents, instruments and papers so executed are the documents, instruments and papers authorized by this By-law.

9. This By-law takes effect on the day of passing.

ENACTED and PASSED this [COUNCIL MEETING DATE]

[PRINT NAME XXXXX]

[PRINT NAME XXXXX]

[HEAD OF COUNCIL XXXXX]

[CLERK XXXXX]

12674479.15

SCHEDULE B - 3
FORM OF FOUNDING MUNICIPALITY
PRUDENT INVESTOR ENABLING BY-LAW

**[MUNICIPALITY FULL LEGAL NAME, INCLUDING THE CORPORATION OF THE
 XXXXX OR UPPER-TIER MUNICIPALITY FULL LEGAL NAME]**

By-law Number **[insert number]**

A By-law of **[Municipality full legal name, including The
 Corporation of the XXXX or Upper-tier Municipality full legal
 name]** to authorize the application of section 418.1 of the
Municipal Act, 2001 to it, as a Founding Municipality.

WHEREAS section 418.1 of the *Municipal Act, 2001* (the “**Act**”) provides that effective January 1, 2019 a municipality may, pursuant to subsection 418.1 (2) of the Act, pass a by-law to have section 418.1 apply to the municipality (the “**Prudent Investor Enabling By-law**”);

AND WHEREAS pursuant to section 418.1 of the Act a municipality may invest money that it does not require immediately in any security provided that in doing so it exercises the care, skill, diligence and judgment that a prudent investor would exercise in making such an investment and that it satisfies the requirements prescribed for the purposes of section 418.1 on the day that the municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS paragraph 2 of section 15 of O. Reg. 438/97 (Part II) (the “**Regulation**”) provides that a municipality may pass a Prudent Investor Enabling By-law under the authority of that paragraph if the municipality satisfies the requirement prescribed in that paragraph (the “**Prescribed Requirement**”) on the day such municipality passes the Prudent Investor Enabling By-law;

AND WHEREAS The Corporation of **[insert name of the relevant Founding Municipality and delete the name of the relevant Founding Municipality from the following list]** (the “**Municipality**”) in accordance with the Prescribed Requirement entered into an Initial Formation Agreement with **[The Corporation of the Town of Bracebridge, The Corporation of the Town of Huntsville, The Corporation of the Town of Innisfil, The Corporation of the City of Kenora, The District Municipality of Muskoka and The Corporation of the Town of Whitby]** thereby establishing, pursuant to section 202 of the Act, and agreeing to invest through, ONE Joint Investment Board (“**ONE JIB**”) pursuant to section 202 of the Act (individually a “**Founding Municipality**”, collectively the “**Founding Municipalities**”), effective on May 19, 2020 (the “**JIB Effective Date**”) and as at the JIB Effective Date all of the Founding Municipalities certified that in the opinion of each of their treasurers they had a combined total of at least \$100,000,000 in money and investments that they did not require immediately;

AND WHEREAS subsection 17 (2) of the Regulation provides that a Founding Municipality that satisfies the Prescribed Requirement may invest money and investments that it does not require immediately only by having a Joint Investment Board that meets the following criteria do so on its behalf: (i) the Joint Investment Board is the subject of an agreement referred to in paragraph 2 of section 15; and (ii) the Joint Investment Board has been given the control and management of the Founding Municipality’s money and investments that it does not require immediately, together with that of all the other Founding Municipalities that are party to the agreement

referred to under paragraph 2 of section 15, by each Founding Municipality delegating to the Joint Investment Board a) the Founding Municipality's powers to make the investments, and b) the Founding Municipality's duties under section 418.1 of the Act;

AND WHEREAS section 18 of the Regulation provides that the council of a municipality shall adopt and maintain an investment policy in relation to investing under section 418.1 of the Act;

AND WHEREAS the Municipality has adopted the investment policy statement attached hereto as Schedule "A", which is referred to as its Investment Policy Statement (the "IPS"), in accordance with section 18 of the Regulation;

AND WHEREAS each of the Founding Municipalities and ONE JIB are required to have entered into an agreement referred to in paragraph 2 of section 15 of the Regulation before any Founding Municipality can pass its Prudent Investor Enabling By-law;

AND WHEREAS on or before May 1, 2020 each Founding Municipality authorized its entering into of the ONE Joint Investment Board Agreement (the "**ONE JIB Agreement**") that provides that ONE JIB will invest on behalf of the Founding Municipalities (each such Founding Municipality having at that time met the Prescribed Requirement and the criteria set out in subsection 17 (2) of the Regulation) and that ONE JIB will also invest on behalf of other Ontario municipalities that may subsequently enter into the ONE JIB Agreement, provided that each such municipality meets the requirement set out in paragraph 3 of section 15 of the Regulation and the criteria set out in subsection 17 (3) of the Regulation;

AND WHEREAS ONE JIB held its initial meeting on May 19, 2020 during which it authorized ONE JIB to enter into the ONE JIB Agreement with the Founding Municipalities and thereafter each of the Founding Municipalities executed the ONE JIB Agreement before June 1, 2020 on the basis that July 2, 2020 will be the effective date of the ONE JIB Agreement for the Founding Municipalities and July 2, 2020 will also be the effective date of the Prudent Investor Enabling By-law for each Founding Municipality, which by-law will be passed by each Founding Municipality on or before June 30, 2020.

AND WHEREAS each of the Founding Municipalities and ONE JIB have agreed that the effective date of the ONE JIB Agreement and of the Prudent Investor Enabling By-law that each Founding Municipality is required to pass on or before June 30, 2020 is July 2, 2020 (the "**Prudent Effective Date**").

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF XXXX, AS A FOUNDING MUNICIPALITY, HEREBY ENACTS AS FOLLOWS:

1. The Municipality hereby declares that section 418.1 of the Act applies to it on the basis that the ONE JIB Agreement will have the same effective date as this By-law, which date is described herein as the Prudent Effective Date.
2. Any one or more of the [head of council], the treasurer and the clerk are, for and on behalf of the Municipality, each hereby authorized to do all things and to execute all other documents, instruments and papers in the name of the Municipality necessary or desirable to give control and management of its money and investments that it does not require immediately

to ONE JIB as authorized by the ONE JIB Agreement as at the Prudent Effective Date and to deliver all documents, instruments and papers as required and as authorized by this By-law and such execution shall be conclusive evidence that such documents, instruments and papers so executed are the documents, instruments and papers authorized by this By-law.

3. This By-law takes effect on the Prudent Effective Date (July 2, 2020) for purposes of the ONE JIB Agreement and this By-law.

ENACTED and PASSED this [COUNCIL MEETING DATE]

[PRINT NAME XXXXX]

[PRINT NAME XXXXX]

[HEAD OF COUNCIL XXXXX]

[CLERK XXXXX]

12701896.8

SCHEDULE C
TERMS OF REFERENCE FOR ONE JIB

ONE JOINT INVESTMENT BOARD

TERMS OF REFERENCE

Effective July 2, 2020

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ONE JOINT INVESTMENT BOARD

TERMS OF REFERENCE

Effective July 2, 2020

1. ESTABLISHMENT & PURPOSE

The ONE Joint Investment Board (“**ONE JIB**”) has been established by the Founding Municipalities to invest money that each of the Founding Municipalities does not require immediately on behalf of each Founding Municipality, to invest money that is not required immediately on behalf of other Ontario municipalities that subsequently enter into the ONE Joint Investment Board Agreement (the “**Agreement**”) and to have control and management of such money, in accordance with the Act and the Regulation.

Each member of ONE JIB has a duty to manage and to direct the management of the investments of the Participating Municipalities over which ONE JIB has been given management and control in accordance with the Act and the Regulation.

ONE JIB is a joint municipal service board established under section 202 of the Act.

2. DEFINITIONS AND INTERPRETATION

These Terms of Reference are a schedule to the Agreement and thus form part of the Agreement. Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the Agreement. In addition to the defined terms found in Section 1.01 of the Agreement, these Terms of Reference contain the following additional defined terms:

“**Closed Meeting Investigator**” means an individual appointed as the closed meeting investigator in accordance with the requirements of Municipal Legislation.

“**Code of Conduct**” means the code of conduct applicable to members of ONE JIB in accordance with Municipal Legislation, attached as Exhibit A.

“**Integrity Commissioner**” means an individual appointed as the integrity commissioner of ONE JIB in accordance with the requirements of Municipal Legislation.

“**Procedure By-law**” means the procedure by-law applicable to ONE JIB in accordance with Municipal Legislation.

All other rules of interpretation set out in the Agreement apply equally to these Terms of Reference.

3. DUTIES AND RESPONSIBILITIES

3.1 Compliance with Municipal Legislation

ONE JIB shall conduct its business and discharge its responsibilities in accordance with Municipal Legislation.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to adopt a procedure by-law.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have a code of conduct, and the Code of Conduct set out in Exhibit A has been established to apply to ONE JIB and its members.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have procedures for the appointment of an integrity commissioner and, if necessary for the appointment of a closed meeting investigator. The Integrity Commissioner and the Closed Meeting Investigator shall be appointed or engaged in accordance with the process set out in Exhibit E.

3.2 Member Responsibility to Comply with Act and Regulation

Each member of ONE JIB shall perform the functions mandated by, and otherwise comply with, the Act and the Regulation, other applicable legislation including securities legislation and these Terms of Reference. If it is apparent that a ONE JIB member has failed to comply with the Act, the Regulation, other applicable legislation or these Terms of Reference in any material respect, a majority of the other members of ONE JIB may vote to remove the member and any such removal shall be final and binding and shall not be subject to any legal challenge by the removed member or any Participating Municipality. As used herein, "material" non-compliance means an act or omission (or series of acts or omissions) which is deliberate and not inadvertent and which either at occurrence or with the passage of time, can reasonably be expected to result in (i) the ONE JIB member being subject to regulatory sanction or discipline; (ii) damage or economic loss, including by way of opportunity cost, to a Participating Municipality; (ii) damage to the reputation of ONE JIB or ONE Investment; or (iv) any detrimental effect on the ability of ONE JIB to function effectively.

3.3 Enumerated Duties

ONE JIB shall perform such services, and have such duties and responsibilities, as may be provided in the Act and the Regulation and as the Participating Municipalities may determine and assign to ONE JIB from time to time, including the following:

- (a) Review the Participating Municipality's Investment Policy, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto, including the Participating Municipality's investment objectives and strategies;
- (b) Adopt and maintain an Investment Plan for the Participating Municipality in accordance with the Act and the Regulation and consistent with the Participating Municipality's Investment Policy;
- (c) Engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, investment counsel, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the Investment Policy;
- (d) Monitor the performance of the Agents;
- (e) Report to the Participating Municipality as required by the Act and the Regulation;

- (f) Provide advice and observations to each Participating Municipality and its council regarding economic developments including matters affecting the business outlook, the investment environment and similar matters to assist the Participating Municipality and its council in assessing investment performance and planning;
- (g) Review and provide input on investment objectives, policies and procedures and appropriate risk management and mitigation measures with respect to the Participating Municipality's investments;
- (h) Review and monitor the investment performance of the Participating Municipality's investments, including selection of or recommendations as to appropriate benchmarks, peer group and similar metrics; and
- (i) Provide advice and recommendations with respect to such other matters as may be requested from time to time by ONE Investment or a Participating Municipality.

3.4 ONE JIB Reports to the Participating Municipalities

ONE JIB shall, within 90 days of the end of the financial year of the Participating Municipality, prepare and deliver to the council of the Participating Municipality (to the attention of the treasurer), an investment report (the "**Annual Investment Report**") prepared in accordance with the Regulation that contains:

- (a) a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report;
- (b) a statement by the treasurer of the Participating Municipality as to whether or not, in the opinion of the treasurer, all investments making up the Managed Assets are consistent with the Participating Municipality's Investment Policy and Investment Plan; and
- (c) such other information related to or incidental to the foregoing that the council of the Participating Municipality may reasonably require.

Prior to finalizing the Annual Investment Report, ONE JIB shall provide a draft report to the Participating Municipality and shall consider any comments on such draft report made by the treasurer of the Participating Municipality. Where ONE JIB is requested to provide additional information as contemplated herein, ONE JIB may request that the Participating Municipality prepare a draft of the report for ONE JIB's consideration and approval.

3.5 ONE JIB Reports to the Municipal Treasurer

ONE JIB shall as soon as practicable notify the treasurer of a Participating Municipality where the Managed Assets include an investment which is not consistent with the Participating Municipality's Investment Policy or Investment Plan. Such notice shall be accompanied by a written report of the results of any assessment which includes a description of each instance of a breach of the Participating Municipality's Investment Policy or Investment Plan, of which ONE JIB is aware or has reason to believe has occurred, and recommendations for any actions ONE JIB considers should be made to the rectify the non-compliance.

3.6 ONE JIB Reports to Securities Regulatory Authorities

ONE JIB shall, as soon as practicable, notify in writing the Ontario Securities Commission or other applicable securities regulatory authority where ONE JIB becomes aware of the occurrence of a material breach of applicable securities legislation applicable to ONE JIB or to ONE Investment. ONE JIB may also, but is not required to, communicate directly with securities regulatory authorities with respect to any concerns or issues that it may not otherwise be required to report and any other matter, but only if it has first communicated its concerns to ONE Investment and to the relevant Participating Municipality and considered any response received from the Participating Municipality.

3.7 Secretary to ONE JIB

The work of ONE JIB shall be supported by a secretary (the “**Secretary to ONE JIB**”), who may be engaged or employed by ONE Investment, but who shall be appointed by ONE JIB to the office of Secretary to ONE JIB and have a reporting relationship with the Chair of ONE JIB. The Secretary shall advise ONE JIB as to certain procedural and jurisdictional matters, including those matters specified in the Procedure By-Law, and be responsible to provide such secretarial, research, clerical and administrative services as ONE JIB may require in the discharge of its duties. From time to time, ONE JIB may appoint an alternate Secretary or assistant to the Secretary to provide support as may be required in the circumstances.

3.8 Legal and Other Advisors

If ONE JIB determines that it is useful or necessary for ONE JIB to carry out its duties, ONE JIB may engage, or seek advice from, at the expense of the Participating Municipalities, legal counsel, accountants or any other advisors, in each case provided that such person has the requisite knowledge and experience to provide such advice. ONE JIB has the authority to agree to reasonable compensation and proper expenses for any independent legal counsel and other advisors engaged by ONE JIB. ONE JIB may retain advisors selectively, and only to assist, not replace, ONE JIB decision making. Prior to retaining an independent advisor, the Chair of ONE JIB will provide advance notice to ONE Investment.

4. CONSTITUTION

4.1 Number and Quorum

ONE JIB shall be comprised of not fewer than seven and not more than ten members. The Participating Municipalities may change the size of ONE JIB in accordance with the Agreement, but shall seek the input of the Chair of ONE JIB prior to doing so. A majority of members shall constitute a quorum for the transaction of business at any meeting of ONE JIB.

4.2 Qualification

Each member of ONE JIB shall have such experience and expertise in investment management, risk management, finance, corporate governance, accounting, law or in such other areas of expertise as may be determined to be appropriate from time to time by ONE JIB or a committee thereof in consultation with ONE Investment.

No person shall be qualified to be a member of ONE JIB if that person is less than eighteen years of age, is of unsound mind and has been so found by a court in Canada or elsewhere, has been sanctioned or disciplined by a securities regulatory authority in Canada or elsewhere within the previous 20 years, or is not an individual or has the status of a bankrupt.

4.3 Appointment of Members and Nominating Committee

The Founding Municipalities have appointed the initial members of ONE JIB. Subsequent members of ONE JIB, including those appointed to fill vacancies as referred to in Section 4.6, are to be appointed as follows by the then incumbent members of ONE JIB and with the approval of ONE Investment.

ONE JIB and ONE Investment may form a nominating committee (the “**Nominating Committee**”), made up of no fewer than three and no more than nine members to identify individuals to fill vacancies on ONE JIB. The Chair of the Nominating Committee shall be a member of ONE JIB. The other members of the Nominating Committee need not be members of ONE JIB and may be senior officers of ONE Investment and/or representatives of the Participating Municipalities. The Nominating Committee, in recommending a new member or reappointing a member, shall consider:

- (a) the competencies and skills ONE JIB, as a whole, should possess;
- (b) the competencies and skills of each other member of ONE JIB; and
- (c) the competencies and skills the prospective member would bring to ONE JIB.

The then incumbent members of ONE JIB and ONE Investment shall give consideration to individuals nominated by the Nominating Committee and a new member shall be appointed with the affirmative vote of a simple majority of members, and the approval of ONE Investment. ONE JIB members may decline to follow the recommendation of the Nominating Committee, in which case the Chair of ONE JIB may form a new Nominating Committee.

Where the Chair of ONE JIB so directs, vacancies may be filled by the Participating Municipalities in such manner as the Participating Municipalities consider to be appropriate provided, however, that any vacancy filled by the Participating Municipalities (rather than by ONE JIB itself) shall be effective only upon at least a simple majority of the Participating Municipalities duly passing a by-law in compliance with the Act approving the candidate as a member of ONE JIB.

4.4 Consent

Upon first acting as a member of ONE JIB, every member appointed in accordance with Section 4.3 shall be deemed to have consented to (a) acting as a member of ONE JIB on the terms and conditions set out herein, and (b) the public disclosure of the existence of ONE JIB, the names of its members, the matters reviewed by ONE JIB, the recommendations of ONE JIB, the compensation and expenses of the members of ONE JIB, and any other matter that is required to be disclosed pursuant to the terms of applicable legislation and rules or any decision made under applicable municipal law; provided that the members of ONE JIB, acting reasonably and promptly following a request, shall be entitled to review and require changes to the text of any such disclosure.

4.5 Adherence to Code of Conduct

Every member of ONE JIB shall comply at all times with the Code of Conduct for members of ONE JIB, a copy of which is attached as Exhibit A.

4.6 Vacancies of Office

A member of ONE JIB shall cease to hold office:

- (a) if the member dies, resigns by a written resignation received and accepted by the Chair of ONE JIB in accordance with Section 4.7 or is removed from office in accordance with Section 4.8
- (b) if the member is a Municipal Treasurer Representative, and is a treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB; provided however, that if such individual has been appointed as the treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative;
- (c) upon the member accepting employment or other engagement with a financial services provider, unless such employment or engagement has first been approved by the Integrity Commissioner and the Chair of ONE JIB;
- (d) if the member is of unsound mind as determined by a court in Canada or elsewhere, bankrupt, prohibited from acting as a director or officer of any issuer in Canada, subject to any penalties or sanctions made by a court relating to provincial and territorial securities legislation or a party to a settlement agreement with a provincial or territorial securities regulatory authority;
- (e) if the member is absent from meetings of ONE JIB for the greater of (i) three consecutive months in the event that ONE JIB holds monthly meetings and (ii) three consecutive meetings, without being authorized to do so by a resolution of ONE JIB;
- (f) if a member has his or her seat on ONE JIB declared vacant in any judicial process; or
- (g) if a member forfeits his or her membership on ONE JIB under the Act or any other Act of the Ontario legislature.

Clause 4.6(e) does not apply to vacate the membership of a member of ONE JIB who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

If a vacancy occurs in the office of a member of ONE JIB, ONE JIB shall fill a vacancy on ONE JIB as soon as practicable and a person appointed to fill a vacancy shall continue as a member for the remainder of the term so replaced.

4.7 Resignations

Unless otherwise agreed to by ONE Investment and a majority of the other members of ONE JIB, a member of ONE JIB shall resign from ONE JIB upon: becoming aware that personal circumstances may have an adverse impact on the reputation of ONE JIB, a material change in employment that may have an adverse effect on the member's contribution or effectiveness on ONE JIB or accepting a directorship with a financial institution or a company which results in the member becoming subject to a conflict of interest as described in Section 6.2.

A member of ONE JIB may resign by notice in writing filed with the Secretary and the Chair of ONE JIB. A resignation is not effective if it would reduce the number of members of ONE JIB to less than a quorum.

4.8 Removal of Member

A member or members of ONE JIB may be removed from office by a majority vote of the other members of ONE JIB, including in the circumstances described in Section 3.2 or Section 4.6. Removal shall be effected by instrument in writing delivered to such member or members specifying the effective date of such removal. If a Participating Municipality recommends to ONE JIB that it remove a member, ONE JIB shall consider such recommendation, although the final determination shall be in the discretion of ONE JIB as a whole.

4.9 Term

The term of office of a member of ONE JIB shall be no more than three years and no less than one year, and shall be set by ONE Investment or ONE JIB, as the case may be, at the time such member is appointed. Staggered terms are permitted. A member may not be reappointed for a term of office that, if served, would result in the member serving on ONE JIB for longer than nine years unless ONE Investment agrees to such reappointment.

4.10 Orientation and Continuing Education

ONE Investment and ONE JIB shall provide orientation consisting of educational or informational programs that enable a new ONE JIB member to understand: (a) the role of ONE JIB and its members collectively; and (b) the role of the individual member, including the commitment of time and energy that is expected from the member. ONE JIB may supplement such orientation, and any orientation provided by ONE Investment on the nature and operation of municipal finance with such educational programs that it reasonably deems necessary or desirable. Each member of ONE JIB shall participate in orientation and continuing education programs provided or recommended by ONE JIB or ONE Investment.

4.11 Chair

The Chair of ONE JIB shall be elected annually by the members of ONE JIB and upon the resignation, death, disqualification or removal of the current Chair. The members of ONE JIB shall take into account ONE Investment's recommendations, if any, when electing the Chair. The Chair must be a member of ONE JIB. The Chair is responsible for managing the mandate, responsibilities and functions of ONE JIB. The Chair's primary functions are to lead ONE JIB meetings, facilitate the operations and deliberations of ONE JIB, foster communications among ONE JIB members, and

ensure ONE JIB carries out its responsibilities in a timely and effective manner. The Chair shall work with the Secretary, who shall act as board secretary of ONE JIB and set agendas and circulate meeting materials for ONE JIB meetings in accordance with the Procedure By-law, and shall be ONE JIB's primary contact with ONE Investment in preparing for meetings. On an ongoing basis, the Chair shall assess whether ONE JIB has appropriate administrative support, access to senior management of ONE Investment and access to outside advisers for the purpose of ONE JIB fulfilling its mandate.

ONE JIB may, by by-law or resolution, appoint a member of ONE JIB to act in the place of the Chair or other member of ONE JIB designated to preside at meetings in ONE JIB's Procedure By-law when the Chair or designated member is absent or refuses to act or the office is vacant, and while so acting such member has all of the powers and duties of the Chair or designated member, as the case may be, with respect to the role of presiding at meetings.

4.12 Committees

In addition to the Nominating Committee provided for in Section 4.3, ONE JIB may authorize any other committee or subcommittee to perform any of its functions, except the removal of a member of ONE JIB. Any such committee or subcommittee shall be chaired by a member of ONE JIB, and its members appointed by ONE JIB, but such members of such committee or subcommittee need not all be ONE JIB members. If any such committee is constituted as an *ad hoc* committee, ONE JIB shall by resolution provide it with a written mandate or terms of reference, and if constituted as a standing committee of ONE JIB, ONE JIB shall amend and supplement these Terms of Reference to include a defined mandate and more detailed reporting requirements. Any committee or subcommittee formed under this Section 4.12 shall report on its meetings to ONE JIB, generally by way of a report filed at the next following meeting of ONE JIB, and in any case at least annually. Delegation of a function to a committee does not absolve ONE JIB from its responsibility for the function. The Procedure By-law applies to proceedings of committees of ONE JIB with necessary modifications.

4.13 Self Assessments

At least annually, ONE JIB must review and assess:

- (a) the adequacy and effectiveness of itself and any committees or subcommittee to which ONE JIB has delegated any of its functions;
- (b) the independence of its members and the compensation of its members;
- (c) its effectiveness as a board, as well as the effectiveness and contribution of each of its members, including a consideration of:
 - (i) these Terms of Reference;
 - (ii) the competencies and knowledge each member is expected to bring to ONE JIB;
 - (iii) the level of complexity of the issues reasonably expected to be raised by members in connection with the matters under review by ONE JIB;

- (iv) the attendance record of each member of ONE JIB and his or her participation in meetings;
 - (v) continuing education activities and industry knowledge of each member of ONE JIB; and
 - (vi) the ability of each member to contribute the necessary time required to serve effectively on ONE JIB;
- (d) its structural effectiveness, including a consideration of:
- (i) the frequency of meetings;
 - (ii) the substance of meeting agendas;
 - (iii) the policies and procedures that ONE Investment has established to refer matters to ONE JIB;
 - (iv) the usefulness of the materials provided to members of ONE JIB;
 - (v) the collective experience and background of the members of ONE JIB; and
 - (vi) the amount and form of compensation the members receive from ONE Investment.
- (e) The written minutes of ONE JIB meetings at which these assessments take place shall form the basis of the records of such assessments. ONE JIB may also establish a process for and determine the frequency of additional assessments as it sees fit. ONE JIB shall consider how to respond appropriately to address any weaknesses found in a self-assessment.

5. MEETINGS OF ONE JIB

5.1 Calling and Place of Meetings

Meetings of ONE JIB shall be called by the Chair of ONE JIB, in accordance with the Procedure By-law.

Except as may be permitted under the Act, meetings of ONE JIB shall be open to members of the public. Provided that the Secretary has confirmed that a meeting meets all requirements of the Procedure By-law, members may attend and participate by way of conference call or other electronic facility which allows all meeting participants to hear one another.

Exhibit B sets out the current limited circumstances under which meetings of ONE JIB may or shall be closed, in accordance with the provisions of the Act.

5.2 Notice of Meeting

Notice of the time and place of each meeting of ONE JIB shall be given by the Secretary as required under the Procedure By-law. The notice shall identify the main matters to be addressed at the meeting. The Secretary shall arrange for the notice of meeting to be posted or publicized as required.

Persons wishing to make deputations or representations to a meeting on any matter to be addressed at a meeting shall make appropriate arrangements to do so through the Secretary.

5.3 Persons Entitled to Participate

When submitting a matter to ONE JIB for its recommendation or approval, ONE Investment and its representatives shall be entitled to be present at meetings of ONE JIB to outline the nature of the question or matter to be reviewed by ONE JIB. Any other person may participate in the meeting in accordance with the Procedure By-law and on the invitation of the Chair of the meeting or with the consent of ONE JIB. ONE JIB shall hold at least one segment of one meeting annually at which ONE Investment, any entity related to ONE Investment or any of their representatives are not in attendance.

5.4 Conduct of Meetings

All other procedural matters pertaining to the conduct of meetings, including voting at meetings, are governed by the Procedure By-Law.

5.5 Minutes of the Meetings and other Records

Minutes of all meetings of ONE JIB and reports of all ONE JIB committee meetings shall be kept. The Secretary to ONE JIB or his or her designee shall be responsible for taking the minutes of the meeting and otherwise serving as secretary of the meeting. Procedures relating to approval, adoption and publication of minutes are contained in the Procedure by-Law.

The Secretary to ONE JIB shall be responsible for maintaining records of these Terms of Reference, minutes and reports of meetings, copies of the agenda and materials provided to ONE JIB, copies of materials and written reports prepared by ONE JIB and copies of ONE JIB's own determinations. ONE JIB may satisfy this recordkeeping requirement by arranging for ONE Investment to keep such records. Other than as set out in Exhibit C, all of the foregoing records shall be subject to disclosure in accordance with the Act and the *Municipal Freedom of Information and Protection of Privacy Act*.

6. CONFLICTS OF INTEREST

6.1 Application of the Municipal Conflict of Interest Act

ONE JIB is a local board for purposes of the *Municipal Conflict of Interest Act* (MCIA) and members are subject to such Act. A member of ONE JIB shall comply with such Act.

6.2 Duty to Disclose

Members of ONE JIB are required to make disclosure of their direct and indirect pecuniary interests in accordance with the requirements of the MCIA and the Code of Conduct. The Code of Conduct contains additional specific provisions relating to disclosure of pecuniary interests. The Secretary to ONE JIB shall be available to assist members of ONE JIB with the disclosure process.

Furthermore, to the extent not covered by the provisions of the MCIA and the Code of Conduct, a member of ONE JIB shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter, which could

constitute a conflict of interest. For purposes hereof, a conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which (a) a reasonable person would consider to constitute a conflict of interest which could interfere with the ONE JIB member's ability to act in good faith and in the best interests of the Participating Municipalities; or (b) to a reasonable person would be expected to interfere with the member's exercise of independent judgement.

Having disclosed or declared a conflict of interest, the member shall thereupon take direction from the Chair of ONE JIB who shall be advised by the Secretary to ONE JIB.

7. STANDARD OF CARE AND INDEMNITY

7.1 Standard of Care

All members of ONE JIB in exercising their powers and discharging their duties as a member of ONE JIB shall:

- i. act honestly and in good faith with a view to the best interests of the Participating Municipality; and
- ii. exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7.2 Indemnification

All members of ONE JIB, their respective heirs, executors and assigns, (in each case, an **Indemnified Party**) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party's own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 7.2. Amounts required to be paid or advanced to an Indemnified Party under this Section 7.2 shall be paid by Participating Municipalities in such proportion as ONE JIB considers to be fair and equitable in the circumstances.

Further, the members shall not be liable to ONE Investment or the Participating Municipalities or to any person for any loss or damages relating to any matter regarding ONE Investment and its investments, including any loss or diminution in the value of the Participating Municipalities' investments or assets. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the

final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the member to repay such amount if it shall be determined that the member is not entitled to be indemnified. The foregoing indemnification applies only if the member has acted in a manner consistent with the standard of care set out in Section 7.1 above.

7.3 Liability

Unless otherwise required by applicable legislation, no member of ONE JIB shall be liable to ONE Investment or the Participating Municipalities or any other person if the member of ONE JIB complied with the standard of care set forth in Section 7.1, including reliance on advice in the manner contemplated in Section 3.8.

7.4 Insurance

Each member of ONE JIB shall be entitled to an indemnity by ONE Investment and/or an affiliate of ONE Investment to the fullest extent permitted by applicable law. ONE JIB or ONE Investment may purchase and maintain (or reimburse individual ONE JIB members for the cost of) insurance in such amounts and on such terms as are commercially reasonable on behalf of the members of ONE JIB against any liability that may be asserted against or expense that may be incurred by members of ONE JIB in connection with, or in any way related to, acting as members of ONE JIB.

8. FEES AND EXPENSES

8.1 Compensation

The Founding Municipalities, together with ONE Investment, shall set the initial amount of compensation and expenses of the members of ONE JIB. After the initial compensation and expenses are set, the members of ONE JIB, other than the Municipal Treasurer Representatives, shall be entitled to receive such reasonable compensation and expenses for acting as members of ONE JIB as ONE Investment, in consultation with ONE JIB, may from time to time determine. Such compensation may, but need not, include an annual retainer amount or stipend for acting as a ONE JIB member, as well as compensation for attendance at information, continuing education and similar sessions at which no formal business is conducted. The compensation shall be set out in Exhibit D and amended from time to time as provided herein. ONE Investment must consider ONE JIB's most recent assessment of its compensation and ONE JIB's recommendations, if any, of the amount and type of compensation and expenses in setting the compensation of ONE JIB members. In the event ONE JIB disagrees with ONE Investment's recommendation, ONE JIB shall discuss the issue with ONE Investment in a good faith attempt to reach an agreement. In determining the appropriate level of compensation, ONE Investment must consider:

- (a) the nature and complexity of the investments made by and on behalf of the Participating Municipalities;
- (b) the nature and extent of the workload of each member of ONE JIB, including the commitment of time and energy that is expected from each member;
- (c) industry best practices, including industry averages and surveys on similar board compensation; and

- (d) the best interests of the Participating Municipalities.

8.2 Reimbursement of Expenses.

Members shall be entitled to reimbursement for their reasonable expenses incurred in attending meetings of ONE JIB and other out of pocket expenses incurred in connection with acting as a ONE JIB member. ONE Investment will request production of receipts and documents supporting expenses.

9. CONFIDENTIALITY

9.1 Maintaining Confidentiality

The definition of Confidential Information is found in the Code of Conduct. Each member shall, in accordance with the Act and the Code of Conduct, protect the confidentiality, and prevent the unauthorized disclosure or use, of Confidential Information. Each member shall promptly notify ONE JIB's Chair or ONE Investment of any inadvertent disclosure, misuse or misappropriation of Confidential Information of which he or she becomes aware.

The members of ONE JIB shall not be subject to any confidentiality obligation in respect of any Confidential Information that is or was (i) information in the public domain; (ii) disclosed to the member by a third person not subject to a confidentiality obligation to ONE JIB, ONE Investment or a Participating Municipality; (iii) approved by ONE JIB, ONE Investment or a Participating Municipality for disclosure to another person or the public; or (iv) required by law to be disclosed by the member.

9.2 Public Statements and Dealing with Media

In the event ONE JIB, or any of its members, is contacted by the media or a regulator, in respect of any issue related to ONE Investment, the request will be referred to the Chair of ONE JIB or his or her designate.

10. AMENDMENTS

10.1 General

A notice or document required to be sent to a member of ONE JIB or to ONE Investment may be sent by prepaid mail addressed to, or may be delivered personally or by courier to, the member at the member's latest address provided by the member to ONE Investment, and to ONE Investment at

ONE Joint Investment Board
200 University Ave., Suite 801
Toronto, ON M5H 3C6
Attention: The Secretary with copy to the Chair
email: dkelly@oneinvestment.ca

or such other address as ONE Investment may notify each member of ONE JIB. A notice or document if mailed to a member of ONE JIB or ONE Investment shall be deemed to have been received at the

time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the member or ONE Investment did not receive the notice of the document at that time or at all.

10.2 Amendments

ONE JIB may amend these Terms of Reference from time to time, in consultation with ONE Investment. A decision by ONE JIB to propose to amend these Terms of Reference must be approved at a meeting of ONE JIB at which a quorum is present, by a majority of the members of ONE JIB. ONE JIB shall provide ONE Investment with 30 days' notice of any such proposal to amend these Terms of Reference and ONE JIB must consider ONE Investment's recommendations relating to such proposed amendment. Upon expiry of the 30 day notice period, a majority of the members of ONE JIB may agree to amend these Terms of Reference at a meeting of ONE JIB at which a quorum is present, and such amendment shall be effective no earlier than 30 days after ONE Investment is notified of the amendment. ONE JIB shall include a description of any material amendments to these Terms of Reference in its annual report to Participating Municipalities. ONE JIB may not amend these Terms of Reference (i) in a manner inconsistent with the Act and the Regulation, (ii) to give ONE JIB functions other than those prescribed by the Act and the Regulation, or (iii) other than as permitted by this Section 10.2; without the prior written consent of ONE Investment.

10.3 Electronic Delivery

Provided the addressees have consented in writing or electronically, the notice requirements may be satisfied by creating and providing an electronic document. An electronic document is deemed to have been received when it enters the information system designated by the addressee (provided that it has been properly addressed) or, if the document is posted on or made available through a generally accessible electronic source, when the addressee receives notice in writing of the availability and location of that electronic document, or, if such notice is sent electronically, when it enters the information system designated by the addressee.

10.4 Computation of Time

In computing the time when a notice or document must be given or sent under any provision requiring a specified number of days' notice of any meeting or other event, the day on which the notice or documents is given or sent shall be excluded and the day on which the meeting or other event occurs shall be included.

10.5 Omission and Errors

The accidental omission to give any notice or send any document or the non-receipt of any notice or document or any error in any notice or document not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on such notice or document.

EXHIBIT A

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT

POLICY STATEMENT

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“ONE JIB”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “ONE JIB Agreement”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

APPLICATION

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members of ONE JIB. This includes, but is not limited to, the conduct of ONE JIB Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member of ONE JIB;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the ONE JIB Member has been expressly invited or is participating as a representative of ONE JIB.

PURPOSE

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “Act”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) **“Child”** means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) **“Committee”** means a committee or sub-committee established by ONE JIB;
- (d) **“Confidential Information”** means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
 - (i) any such information provided orally, in writing or electronically, and
 - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) **“Integrity Commissioner”** means the Integrity Commissioner appointed by ONE JIB;
- (f) **“Member”** means a member of ONE JIB, including the Chair;
- (g) **“MNPI”** means material non-public information;
- (h) **“Non-pecuniary Interest”** means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the Non-pecuniary Interest arises;
- (i) **“ONE Investment”** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **“ONE JIB”** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **“Parent”** means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;

- (l) **“Participating Municipalities”** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **“Pecuniary Interest”** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **“Spouse”** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;
- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
 - (i) *Criminal Code,*
 - (ii) *Municipal Act, 2001,*
 - (iii) *Municipal Conflict of Interest Act,*
 - (iv) *Municipal Freedom of Information and Protection of Privacy Act,*
 - (v) *Occupational Health and Safety Act,*
 - (vi) *Human Rights Code,*
 - (vii) *Securities Act,*
 - (viii) *ONE JIB Procedure By-law;* and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not

operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 GENERAL DUTIES

- 3.1 In exercising her or his powers and discharging her or his duties as a Member, each Member shall:
- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
 - (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (c) refrain from making:
 - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and
 - (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

4.0 CONDUCT AT MEETINGS

- 4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.
- 5.2 Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.
- 5.3 Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.
- 5.4 Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.

- 5.5 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered "confidential information." Any use of MNPI to make an investment decision or recommendation or to "tip" others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.
- 5.6 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.7 Members shall not disclose, use or release information in contravention of applicable privacy laws.

6.0 STAFF AND ONE JIB RELATIONS

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
 - (i) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
 - (ii) attempt to intimidate, threaten, or influence any staff member from carrying out that person's duties, including any duty to disclose improper activity;
 - (c) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

7.0 DISCRIMINATION AND HARASSMENT

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.
- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

8.0 USE OF ONE JIB PROPERTY

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.
- 8.2 By virtue of her or his office or appointment, a Member shall not:
- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
 - (b) seek financial gain for herself or himself, or of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
 - (c) use any information she or he may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

9.0 CONFLICTS OF INTEREST

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other, Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships

which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:

- (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
- (b) would expect to interfere with the Member's exercise of independent judgment.

10.0 BUSINESS RELATIONS

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:
 - (a) disclose those circumstances to the Chair; and
 - (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
 - (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
 - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
 - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

11.0 IMPROPER USE OF INFLUENCE

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.
- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

12.0 GIFTS AND BENEFITS

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of her or his duties.
- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
 - (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) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
 - (d) a suitable memento at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by:
 - (i) provincial, regional or local governments or political subdivisions of them,
 - (ii) the federal government,
 - (iii) a foreign government within a foreign country,
 - (iv) Association of Municipalities of Ontario,
 - (v) Local Authority Services,
 - (vi) Municipal Finance Officers' Association of Ontario,
 - (vii) CHUMS Financing Corporation,

- (viii) ONE Investment, or
 - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;
 - (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
 - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;
 - (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
 - (iii) the value is reasonable and the invitations infrequent;
 - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
 - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of her or his duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$300, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$300, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
 - (b) its source and date of receipt;
 - (c) the circumstances under which it was given or received;
 - (d) its estimated value;
 - (e) what the Member intends to do with the gift or benefit; and
 - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether 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. In the event that the Integrity Commissioner makes this preliminary determination, she or he shall call upon the Member to justify receipt of the gift or benefit.

- 12.7 Should the Integrity Commissioner determine that receipt was inappropriate, she or he may direct the Member to return the gift or benefit, reimburse the donor for the value of the gift or benefit if already consumed, or forfeit the gift or benefit or remit the value of the gift or benefit if already consumed to ONE JIB or ONE Investment.
- 12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$500 or gifts and benefits worth in the aggregate in excess of \$500 from one source during a calendar year.

13.0 COMMUNICATION

- 13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or her or his delegate.

14.0 ELECTION ACTIVITY

- 14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

15.0 INTEGRITY COMMISSIONER'S ADVICE

- 15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.
- 15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

16.0 RESPONSIBILITIES

- 16.1 Members shall:
 - (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and

- (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.

16.2 The Integrity Commissioner shall:

- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;
- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

17.0 CONTRAVENTION

17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and applications under section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.

17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.

17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of her or his services on ONE JIB for a period up to 90 days.

17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;

- (c) be removed from or not be appointed to the membership on a Committee;
- (d) be removed from or not be appointed as chair of a Committee; and
- (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

18.0 COMPLAINT PROTOCOL

- 18.1 The Complaint Protocol is Appendix "A" to this Code of Conduct and applies to Complaints (as defined in Appendix "A") under this Code of Conduct and the *Municipal Conflict of Interest Act*.

APPENDIX “A”

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT COMPLAINT PROTOCOL

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.
4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
 - (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
 - (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
 - (b) the application shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.
- (3) Complainants who file a formal Complaint under Sections 5(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

Filing of Complaint and Classification by Integrity Commissioner

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin
 Aird & Berlis LLP
 181 Bay Street, Suite 1800
 Toronto, ON M5J 2T9
 Email: jmascarin@airdberlis.com
 Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

Lack of Jurisdiction

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

Limitation Period

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the

complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.

- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:

- (a) is frivolous or vexatious,
- (b) is not made in good faith,
- (c) constitutes an abuse of process,
- (d) discloses no grounds or insufficient grounds for an investigation,
- (e) does not warrant a full investigation, or
- (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

Opportunities for Resolution

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
- (a) provide the Member with a copy of the Complaint but not disclose:

- (i) the identity of the complainant, or
 - (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,
- unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
- (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
 - (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
 - (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
 - (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
 - (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.
 - (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act*,

1996 and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.

- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.
- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

Authority to Abridge or Extend

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend

any timeline or time limit therein if the Integrity Commissioner considers it, in his or her sole and absolute discretion, to be in the public interest.

Investigation Report

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at his or her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

Findings

- 16.(1) If the Integrity Commissioner determines that:
 - (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:
 - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
 - (ii) it was trivial,
 - (iii) it was committed through inadvertence, or
 - (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
 - (a) considers it appropriate, once he or she has concluded the investigation under Section 5(2), he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
 - (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for his or her decision under Section 16(2).

Report to ONE JIB

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of ONE JIB

18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

Public Disclosure

- 19.(1) The Integrity Commissioner and every person acting under his or her instructions shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.
- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.
- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

Delegation by Integrity Commissioner

20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Committees

21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of
Member),

a member of ONE Joint Investment Board has contravened the following section(s) of the Code
of Conduct of ONE Joint Investment Board: _____.
The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or
investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at)

the _____ of _____ on)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

Municipal Conflict of Interest Act – Complaint Form # 2**STATUTORY DECLARATION**

I, _____ (first and last name),
of the _____ in the Province of
Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of
Member),
a member of ONE Joint Investment Board, has contravened the following section(s) of the
Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50: _____.

3. I became aware of the facts constituting the alleged contravention not more than six (6)
weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by ONE
Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at _____)

the _____ of _____ on _____)

_____ (date) _____)

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the
Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation

EXHIBIT B**CLOSED MEETINGS PERMITTED OR REQUIRED**

The provisions of the Act, as amended from time, currently provide that except as provided in section 239 of the Act, all meetings shall be open to the public.

A meeting or part of a meeting may be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- the security of the property of ONE JIB;
- personal matters about an identifiable individual, including ONE JIB employees;
- a proposed or pending acquisition or disposition of land by ONE JIB;
- labour relations or employee negotiations;
- litigation or potential litigation, including matters before administrative tribunals, affecting ONE JIB;
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a matter in respect of which ONE JIB may hold a closed meeting under another Act;
- information explicitly supplied in confidence to ONE JIB by Canada, a province or territory or a Crown agency of any of them;
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to ONE JIB, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- a trade secret or scientific, technical, commercial or financial information that belongs to ONE JIB and has monetary value or potential monetary value;
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of ONE JIB;

A meeting of ONE JIB or of a committee of ONE JIB may be closed to the public if the meeting is held for the purpose of educating or training the members provided no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of ONE JIB or committee.

A meeting may be closed to the public during a vote if the meeting is one that is closed to the public in accordance with this Exhibit B and if the vote is for a procedural matter or for giving instructions to

officers, employees or agents of ONE JIB or a committee of ONE JIB or persons retained by or under a contract with ONE JIB.

A meeting or part of a meeting shall be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- a request under the *Municipal Freedom of Information and Protection of Privacy Act* if ONE JIB is the head of an institution for the purposes of that Act; or
- an ongoing investigation respecting ONE JIB by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of the Act, or the investigator referred to in subsection 239.2(1) of the Act.

EXHIBIT C

ONE JIB MAY REFUSE DISCLOSURE OF A RECORD

The provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, currently provide that ONE JIB may refuse to disclose a record:

- that reveals the substance of deliberations of a meeting of ONE JIB or a committee of ONE JIB if a statute authorizes holding that meeting in the absence of the public.
- if the disclosure would reveal advice or recommendations of an officer or employee of an institution or a consultant retained by an institution.
- that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,
 - (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (b) result in similar information no longer being supplied to ONE JIB where it is in the public interest that similar information continue to be so supplied;
 - (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or
- that contains,
 - (a) trade secrets or financial, commercial, scientific or technical information that belongs to an institution and has monetary value or potential monetary value;
 - (b) information whose disclosure could reasonably be expected to prejudice the economic interests of an institution or the competitive position of an institution;
 - (c) information whose disclosure could reasonably be expected to be injurious to the financial interests of an institution;
 - (d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of an institution;
 - (e) plans relating to the management of personnel or the administration of an institution that have not yet been put into operation or made public;
 - (f) information including the proposed plans, policies or projects of an institution if the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a person.

EXHIBIT D**COMPENSATION FOR ONE JIB MEMBERS**

- The Chair of ONE JIB will receive an annual \$10,000 retainer and \$750 per board meeting.
- The Vice Chair of ONE JIB will receive an annual \$7,500 retainer and \$750 per board meeting.
- Board members of ONE JIB will receive an annual \$5,000 retainer and \$750 per board meeting.
- All Board members of ONE JIB will also be remunerated \$500 for attending business meetings of ONE JIB.
- Municipal Treasurer Representatives will not be eligible for compensation.

EXHIBIT E**PROCESS TO APPOINT INTEGRITY COMMISSIONER AND CLOSED MEETING INVESTIGATOR****Initial Appointment of Integrity Commissioner and Closed Meeting Investigator**

1. Prior to the effective date of the ONE JIB Agreement (July 2, 2020) the Founding Municipalities directed ONE Investment to conduct a Request for Proposal ("RFP") process to retain the services of an initial Integrity Commissioner and an initial Closed Meeting Investigator for ONE JIB.
2. The Secretary to ONE JIB worked with a member of ONE Investment staff and two representatives of the Founding Municipalities' clerks (the "Initial Appointment Subcommittee") on the RFP. The results of the RFP were shared with the Founding Municipalities.
3. The candidates recommended by the Initial Appointment Subcommittee were submitted to ONE JIB during its initial meeting on May 19, 2020 and thereafter ONE JIB appointed an initial Integrity Commissioner in accordance with section 223.3 of the Act and an initial Closed Meeting Investigator in accordance with section 239.2 of the Act.

Successor Integrity Commissioner and Successor Closed Meeting Investigator

4. In the event that ONE JIB determines that the appointment of a successor Integrity Commissioner or Closed Meeting Investigator is required it shall direct ONE Investment to conduct an RFP process in consultation with a committee comprised of the Secretary to ONE JIB, a member of ONE Investment staff and two representatives of the Participating Municipalities' clerks (the "Successor Appointment Committee"), to retain the services of a successor Integrity Commissioner and a successor Closed Meeting Investigator, the results of which RFP shall be shared with the Participating Municipalities.
5. ONE JIB shall consider the candidate(s) recommended by the Successor Appointment Committee at its first meeting after receipt of such recommendation(s).
6. ONE JIB shall appoint a successor Integrity Commissioner and/or successor Closed Meeting Investigator and enter into appropriate agreements with each such successor and subsequently notify the Participating Municipalities of the identity of the successor Integrity Commissioner and/or the successor Closed Meeting Investigator, as applicable.

SCHEDULE D FEES AND EXPENSES

Approach to Fees and Expenses

As a not-for-profit entity, the ONE Investment structures fees so as to recover its operating costs and set aside appropriate reserves for future investment. Neither ONE JIB nor ONE Investment will charge fees directly to Participating Municipalities. By entering into the ONE JIB Agreement, a Participating Municipality agrees that the Managed Assets (subject to exceptions as set out in the Participating Municipality's IPS and Investment Plan) will be invested in ONE Investment Pools as selected by ONE JIB on the advice and recommendation of ONE Investment and as set out in the Participating Municipality's IPS and Investment Plan.

The ONE Investment Pools will be subject to management fees and other expenses, which are described below. Except for taxes, ONE Investment expects to bundle such fees and expenses into a single fee, where the rate of such fee will differ depending on the ONE Investment Pool. ONE Investment fees are approved by the ONE Investment Board and are reviewed, at least annually. The details of the fee structure will be publically available.

The following is a representative example of the fund fees:

	Cdn Gov't Bond	Corp. Bond	Global Bond	Global Equity	Canadian Equity
Single Fee	35.0 bps	40.0 bps	45.0 bps	75.0 bps	55.0 bps

Management Fee Discounts

Charging fees on a cost recovery basis makes it difficult to offer Participating Municipalities significant discounts. Any discounts that may apply will be offered solely at the discretion of the ONE Investment Board of Directors and paid directly by ONE Investment to the Participating Municipality to offset fees charged to the ONE Investment Pools.

Name of Discount	Discount in Basis Points (bps)	Description
Founding Municipality Discount	4 bps	In effect for 10 years from the ONE JIB establishment date (May 19, 2020)
Managed Asset Tier \$50 million	6 bps	For Participating Municipality with Managed Assets in excess of \$50 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.

Managed Asset Tier \$100 million	3 bps	For Participating Municipality with Managed Assets in excess of \$100 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.
Managed Asset Tier \$200 million	3 bps	For Participating Municipality with Managed Assets in excess of \$200 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.
Managed Asset Tier \$300 million	3 bps	For Participating Municipality with Managed Assets in excess of \$300 million in ONE Investment Pools. This rebate is cumulative with any other Managed Asset tier discount.

The single fee outlined above will cover costs associated with:

External Management Fees

External management and performance fees (if any) charged by external portfolio managers.

The rate of management fees charged by external managers is generally directly related to the total value of the assets managed by such manager. As assets under management (AUM) increase, the rate of management fees can be expected to fall. As a result, ONE Investment investors can expect to benefit from lower management fees in comparison to investing alone.

Operating Expenses

Each ONE Investment Pool will be charged third party administration fees, which include the payment for services provided to the ONE Investment Pool and to the Managed Assets. Such third party services include custody, fund administration, fund accounting, trustee services, legal, audit and other professional services.

ONE Investment will charge each ONE Investment Pool a ONE administration fee. The ONE administration fee will compensate ONE Investment for its overhead and other expenses. The ONE administration fee allows ONE Investment to provide compensation to, and pay the expenses of, the members of ONE JIB.

This ONE administration fee will not be applied at the same rate for all ONE Investment Pools.

ONE Investment intends to monitor the rate of administrative fees to ensure that net revenues remain appropriate, taking into account ONE Investment's not for profit status. Growth of AUM may result in a reduction in the rate of the ONE administrative fee over time, and will be evaluated on at least an annual basis.

Trading Costs and Expenses

In the normal course of implementing their investment mandates, the ONE Investment Pools will incur transaction costs. Such transactions costs include trading commissions, exchange fees and duties, interest, regulatory fees and similar ancillary expenses that are associated with the implementation, execution and settlement of portfolio transactions. As is normal industry practice, these transaction costs are borne by the applicable ONE Investment Pool.

Taxes and Interest

Management fees and expenses normally attract HST/GST. All such taxes are excluded in the above fee illustrations. Any interest expense incurred or payable by a ONE Investment Pool is charged as an expense of the applicable ONE Investment Pool.

All fees and expenses will be accrued daily and paid by the ONE Investment Pools.

All fees and expenses reduce the potential returns available from the applicable ONE Investment Pool. Effectively, the aggregate fees indirectly incurred by each Participating Municipality will be a proportion of the amount invested. The aggregate fees indirectly incurred by each Participating Municipality are also influenced by the allocation of investments in the ONE Investment Pools.

Reporting to Participating Municipalities on Fees

As part of the monthly and quarterly reporting package, Participating Municipalities will be provided with a fee summary, with fees and expenses presented as a single fixed administrative charge to each ONE Investment Pool with taxes on a separate line.

14654605.2



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: ONE JIB Terms of Reference
Report: 20-006

1. RECOMMENDATIONS

It is recommended that at its initial meeting on May 19, 2020 ONE JIB adopt and approve the ONE JIB Terms of Reference, in their current form, that will form part of the ONE JIB Agreement.

A copy of the Terms of Reference is attached.

2. SUMMARY

The Terms of Reference form part of the ONE JIB Agreement, which is the subject of a separate report. The ONE JIB Agreement and the Terms of Reference have been structured so as to provide ONE JIB with the necessary degree of autonomy and independence to carry out its work. While ONE JIB is appointed by, and answerable to, the Participating Municipalities, it is not directly controlled by Participating Municipalities. ONE JIB is intended to be self-governing. Following the formation of ONE JIB, it is the members of ONE JIB who have authority to amend the Terms of Reference in accordance with the amending rules contained therein.

The Terms of Reference constitute the charter for ONE JIB. Together with Exhibits, the Terms of Reference form a set of comprehensive rules, policies and guidelines which detail the responsibilities of each ONE JIB member, how members are appointed and can resign or be removed, how meetings are conducted and actions taken, and how any conflicts can be managed or dealt with.

3. BACKGROUND

ONE JIB is a “joint municipal service board” established pursuant to the *Municipal Act, 2001* and the Regulations thereunder. As a joint municipal service board, ONE JIB and its members are subject to certain statutes in addition to the *Municipal Act, 2001* including the *Municipal Conflict of Interest Act* and the *Municipal Freedom of Information and Protection of Privacy Act*.

This legislative framework requires that ONE JIB adopt certain practices and procedures with respect to the following:

- a Code of Conduct
- Closed Meeting Investigations and a Closed Meeting Investigator
- an Integrity Commissioner
- a Procedure By-Law

The provisions of the Terms of Reference are intended to fulfill that requirement.

Like the ONE JIB Agreement, the Terms of Reference have been developed with input from the municipal and investment communities, including ONE Investment's members (LAS and CHUMS), the Founding Municipalities and the members of the Investment Advisory Committee.

4. ANALYSIS

The following are highlights of the Terms of Reference. (References to sections and exhibits relate to the Terms of Reference and the Exhibits thereto).

(a) **Duties and responsibilities** (Sections 3.2, 3.3 and 7.1)

- Members to comply at all times with applicable law
- Basic duty is to (i) act honestly and in good faith with a view to the best interests of the Participating Municipalities; and (ii) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances (the "Prudent Standard of Care") (Section 7.1)
- Enumerated responsibilities include:
 - o reviewing the investment policy of each Participating Municipality
 - o adopting an appropriate investment plan for each Participating Municipality which gives effect to the investment policy
 - o overseeing the performance of ONE Investment and the performance of the services providers engaged by ONE Investment, including portfolio managers, custodians, plan administrators, auditors, bankers, brokers and other professionals
 - o providing prescribed reporting to the Participating Municipalities

- o providing the Participating Municipalities with advice, observations and overall direction with respect to the investment of their money not required immediately

(b) Reports to be made (Sections 3.4 and 3.5)

- Annual investment report is made within 90 days of year-end to each Participating Municipality
 - o investment performance reporting
 - o compliance with investment policy and plan
 - o other (e.g. market commentary; discussion and analysis)
- Report any non-compliance with investment policy or investment plan to treasurer of the affected Participating Municipality
- Report to securities regulators material breaches of securities legislation applicable to ONE JIB or ONE Investment

(c) Right to independent counsel (Section 3.8)

- ONE JIB can engage independent professional advisors including lawyers and accountants where it believes it is necessary

(d) Number of members and quorum for meetings (Section 4.1)

- Initially a minimum of seven and maximum of 10 members, but can be changed by Participating Municipalities in accordance with ONE JIB Agreement
- Majority constitutes quorum for meetings

(e) Nomination process for appointment of new members (Section 4.3)

- Nominating Committee formed by ONE JIB and ONE Investment will consist of between three and nine members
- Candidates must be acceptable to ONE Investment
- Candidates presented to ONE JIB

- If ONE JIB fails to approve the candidates presented by the Nominating Committee, then Chair of ONE JIB can form a new Nominating Committee
 - In the event of an impasse, vacancies may be filled by the Participating Municipalities
- (f) **Term of office** (Section 4.9)
- Staggered three year terms (to ensure continuity and orderly turnover); maximum term of nine years total
- (g) **Vacating office, Resignation and Removal from office** (Sections 4.6, 4.7 and 4.8)
- ONE JIB has general power to remove any member from office on majority vote of other members (Sections 3.2 and 4.8)
 - A member must resign in certain circumstances (e.g. personal circumstances that may create conflict of interest or have adverse effect on member's effectiveness such as accepting directorship with a competing financial services provider) unless otherwise agreed by ONE JIB and ONE Investment (Section 4.7)
 - A member automatically ceases to hold office in certain common enumerated circumstances (e.g. death, incapacity, habitual absence from meetings without excuse, etc.). In addition, if a Municipal Treasurer Representative's Participating Municipality withdraws from the ONE JIB Agreement then that Municipal Treasurer Representative ceases to hold office unless the individual becomes the treasurer of another Participating Municipality (Section 4.6)
- (h) **Committees** (Section 4.12)
- ONE JIB can form such committees or subcommittees (standing or *ad hoc*) as it considers to be advisable
- (i) **Self-Assessment** (Section 4.13)
- In accordance with good corporate governance practice, ONE JIB to conduct self-assessment at least annually
- (j) **Persons entitled to participate in meetings of ONE JIB** (Section 5.3)
- Any person may participate in a meeting in accordance with ONE JIB's Procedure By-law and on invitation of Chair or consent of ONE JIB

- ONE Investment and its representatives may be present at ONE JIB meetings when submitting a matter for ONE JIB's recommendation or approval
- However, ONE JIB must hold at least one segment of one meeting annually at which ONE Investment or its representatives are not present

(k) Conflicts of Interest (Sections 6.1, 6.2; also Section 4.7)

- *Municipal Conflict of Interest Act* applies to ONE JIB members
- Code of Conduct sets out details of conflict disclosure requirements
- Secretary available to assist members with disclosure process
- Member who discloses conflict to take direction from Chair, on advice from Secretary

(l) Protection of ONE JIB Members against liabilities (Sections 7.1, 7.2, 7.3 and 7.4)

- All members of ONE JIB are indemnified by Participating Municipalities with respect to claims made against a member by third parties for losses arising from the member's actions in connection with the management and control of investments on behalf of a Participating Municipality, unless such losses were caused by the member's own willful misconduct or fraud
- Members are not liable to ONE Investment or any Participating Municipality for investment losses so long as the member's actions were consistent with the Prudent Standard of Care referred to in Item 4 (a) above
- Members are indemnified by ONE Investment for all claims and ONE JIB or ONE Investment may purchase insurance to cover such claims

(m) Compensation of ONE JIB Members (Section 8.1; Exhibit D)

- Initial compensation set by Founding Municipalities together with ONE Investment as set out in Exhibit D as follows:
 - o \$750 per meeting for the Chair, the Vice Chair and members of the Board and \$500 per business meeting
 - o The Chair receives remuneration of \$10,000 annually
 - o The Vice Chair receives remuneration of \$7,500 annually

- o Members of the Board receive remuneration of \$5,000 annually
- Future changes to compensation to be set by ONE Investment, in consultation with ONE JIB

Municipal Treasurer Representatives not eligible for compensation

(n) Code of Conduct (Exhibit A)

- Code is required by *Municipal Act, 2001* to promote good governance and maintain public confidence in ONE JIB
- Code modeled on Codes adopted by Ontario municipalities governing conduct of their own members
- Code sets out detailed list of professional and ethical standards to be complied with by all members of ONE JIB in the conduct of their day-to-day duties
- Code covers broad spectrum from general principles of honesty, loyalty and civility to specific requirements such as the use of ONE JIB property and confidential information

(o) Meetings open to the public other than “Closed Meetings” (Exhibit B)

- *Municipal Act, 2001* requires all meetings to be held in public subject to certain listed exceptions when closed meetings are permitted. Exhibit B lists circumstances when ONE JIB meetings may be closed including, for example, where the meeting involves litigation or employment matters where confidentiality and privacy concerns may arise
- Exhibit B also reflects the *Municipal Act, 2001* requirement that certain meetings, or portions thereof, *must* be closed if they involve a request under the *Municipal Freedom of Information and Protection of Privacy Act* or an ongoing investigation by the Ontario Ombudsman under the *Ombudsman Act* or the Closed Meeting Investigator referred to in Item 4 (q) below

(p) Public Disclosure of Records (Exhibit C)

- The *Municipal Freedom of Information and Protection of Privacy Act* entitles members of the public to request the disclosure of records from municipal entities, including ONE JIB, subject to certain exceptions

- Exhibit C lists the kind of records of ONE JIB that fall under the statutory exceptions and which it may refuse to disclose, including, for example, records from closed meetings, confidential advice, trade secrets, financial or labour relations information and the like

(q) **Integrity Commissioner and Closed Meeting Investigator** (Exhibit A and Exhibit E)

- The *Municipal Act, 2001* mandates the appointment of an Integrity Commissioner to investigate and report on alleged contraventions of Codes of Conduct, and a Closed Meeting Investigator to investigate and report on any complaints received by a municipal entity relating to proceedings in any closed meetings held by it
- At its initial meeting ONE JIB will appoint the law firm of Aird & Berlis LLP as its initial Integrity Commissioner and Closed Meeting Investigator, after consultations with ONE Investment and representatives of the Founding Municipalities
- Any successor Integrity Commissioner or Closed Meeting Investigator will be appointed by ONE JIB in consultation with representatives of the Participating Municipalities

14620301.3

SCHEDULE "C"

To

ONE JOINT INVESTMENT BOARD AGREEMENT

ONE JOINT INVESTMENT BOARD

TERMS OF REFERENCE

Effective July 2, 2020

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ONE JOINT INVESTMENT BOARD

TERMS OF REFERENCE

Effective July 2, 2020

1. ESTABLISHMENT & PURPOSE

The ONE Joint Investment Board ("**ONE JIB**") has been established by the Founding Municipalities to invest money that each of the Founding Municipalities does not require immediately on behalf of each Founding Municipality, to invest money that is not required immediately on behalf of other Ontario municipalities that subsequently enter into the ONE Joint Investment Board Agreement (the "**Agreement**") and to have control and management of such money, in accordance with the Act and the Regulation.

Each member of ONE JIB has a duty to manage and to direct the management of the investments of the Participating Municipalities over which ONE JIB has been given management and control in accordance with the Act and the Regulation.

ONE JIB is a joint municipal service board established under section 202 of the Act.

2. DEFINITIONS AND INTERPRETATION

These Terms of Reference are a schedule to the Agreement and thus form part of the Agreement. Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the Agreement. In addition to the defined terms found in Section 1.01 of the Agreement, these Terms of Reference contain the following additional defined terms:

"Closed Meeting Investigator" means an individual appointed as the closed meeting investigator in accordance with the requirements of Municipal Legislation.

"Code of Conduct" means the code of conduct applicable to members of ONE JIB in accordance with Municipal Legislation, attached as Exhibit A.

"Integrity Commissioner" means an individual appointed as the integrity commissioner of ONE JIB in accordance with the requirements of Municipal Legislation.

"Procedure By-law" means the procedure by-law applicable to ONE JIB in accordance with Municipal Legislation.

All other rules of interpretation set out in the Agreement apply equally to these Terms of Reference.

3. DUTIES AND RESPONSIBILITIES

3.1 Compliance with Municipal Legislation

ONE JIB shall conduct its business and discharge its responsibilities in accordance with Municipal Legislation.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to adopt a procedure by-law.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have a code of conduct, and the Code of Conduct set out in Exhibit A has been established to apply to ONE JIB and its members.

As a joint municipal service board established under section 202 of the Act, ONE JIB is required to have procedures for the appointment of an integrity commissioner and, if necessary for the appointment of a closed meeting investigator. The Integrity Commissioner and the Closed Meeting Investigator shall be appointed or engaged in accordance with the process set out in Exhibit E.

3.2 Member Responsibility to Comply with Act and Regulation

Each member of ONE JIB shall perform the functions mandated by, and otherwise comply with, the Act and the Regulation, other applicable legislation including securities legislation and these Terms of Reference. If it is apparent that a ONE JIB member has failed to comply with the Act, the Regulation, other applicable legislation or these Terms of Reference in any material respect, a majority of the other members of ONE JIB may vote to remove the member and any such removal shall be final and binding and shall not be subject to any legal challenge by the removed member or any Participating Municipality. As used herein, “material” non-compliance means an act or omission (or series of acts or omissions) which is deliberate and not inadvertent and which either at occurrence or with the passage of time, can reasonably be expected to result in (i) the ONE JIB member being subject to regulatory sanction or discipline; (ii) damage or economic loss, including by way of opportunity cost, to a Participating Municipality; (ii) damage to the reputation of ONE JIB or ONE Investment; or (iv) any detrimental effect on the ability of ONE JIB to function effectively.

3.3 Enumerated Duties

ONE JIB shall perform such services, and have such duties and responsibilities, as may be provided in the Act and the Regulation and as the Participating Municipalities may determine and assign to ONE JIB from time to time, including the following:

- (a) Review the Participating Municipality’s Investment Policy, and at the request of the Participating Municipality, provide advice and recommendations with respect thereto, including the Participating Municipality’s investment objectives and strategies;
- (b) Adopt and maintain an Investment Plan for the Participating Municipality in accordance with the Act and the Regulation and consistent with the Participating Municipality’s Investment Policy;
- (c) Engage one or more Administrators, Custodians, Payment Servicers, External Portfolio Managers, investment counsel, bankers, brokers, dealers, and other Agents as may be required to implement the Investment Plan in accordance with the Investment Policy;
- (d) Monitor the performance of the Agents;
- (e) Report to the Participating Municipality as required by the Act and the Regulation;

- (f) Provide advice and observations to each Participating Municipality and its council regarding economic developments including matters affecting the business outlook, the investment environment and similar matters to assist the Participating Municipality and its council in assessing investment performance and planning;
- (g) Review and provide input on investment objectives, policies and procedures and appropriate risk management and mitigation measures with respect to the Participating Municipality's investments;
- (h) Review and monitor the investment performance of the Participating Municipality's investments, including selection of or recommendations as to appropriate benchmarks, peer group and similar metrics; and
- (i) Provide advice and recommendations with respect to such other matters as may be requested from time to time by ONE Investment or a Participating Municipality.

3.4 ONE JIB Reports to the Participating Municipalities

ONE JIB shall, within 90 days of the end of the financial year of the Participating Municipality, prepare and deliver to the council of the Participating Municipality (to the attention of the treasurer), an investment report (the "**Annual Investment Report**") prepared in accordance with the Regulation that contains:

- (a) a statement about the performance of the Participating Municipality's Managed Assets during the period covered by the report;
- (b) a statement by the treasurer of the Participating Municipality as to whether or not, in the opinion of the treasurer, all investments making up the Managed Assets are consistent with the Participating Municipality's Investment Policy and Investment Plan; and
- (c) such other information related to or incidental to the foregoing that the council of the Participating Municipality may reasonably require.

Prior to finalizing the Annual Investment Report, ONE JIB shall provide a draft report to the Participating Municipality and shall consider any comments on such draft report made by the treasurer of the Participating Municipality. Where ONE JIB is requested to provide additional information as contemplated herein, ONE JIB may request that the Participating Municipality prepare a draft of the report for ONE JIB's consideration and approval.

3.5 ONE JIB Reports to the Municipal Treasurer

ONE JIB shall as soon as practicable notify the treasurer of a Participating Municipality where the Managed Assets include an investment which is not consistent with the Participating Municipality's Investment Policy or Investment Plan. Such notice shall be accompanied by a written report of the results of any assessment which includes a description of each instance of a breach of the Participating Municipality's Investment Policy or Investment Plan, of which ONE JIB is aware or has reason to believe has occurred, and recommendations for any actions ONE JIB considers should be made to the rectify the non-compliance.

3.6 ONE JIB Reports to Securities Regulatory Authorities

ONE JIB shall, as soon as practicable, notify in writing the Ontario Securities Commission or other applicable securities regulatory authority where ONE JIB becomes aware of the occurrence of a material breach of applicable securities legislation applicable to ONE JIB or to ONE Investment. ONE JIB may also, but is not required to, communicate directly with securities regulatory authorities with respect to any concerns or issues that it may not otherwise be required to report and any other matter, but only if it has first communicated its concerns to ONE Investment and to the relevant Participating Municipality and considered any response received from the Participating Municipality.

3.7 Secretary to ONE JIB

The work of ONE JIB shall be supported by a secretary (the “**Secretary to ONE JIB**”), who may be engaged or employed by ONE Investment, but who shall be appointed by ONE JIB to the office of Secretary to ONE JIB and have a reporting relationship with the Chair of ONE JIB. The Secretary shall advise ONE JIB as to certain procedural and jurisdictional matters, including those matters specified in the Procedure By-Law, and be responsible to provide such secretarial, research, clerical and administrative services as ONE JIB may require in the discharge of its duties. From time to time, ONE JIB may appoint an alternate Secretary or assistant to the Secretary to provide support as may be required in the circumstances.

3.8 Legal and Other Advisors

If ONE JIB determines that it is useful or necessary for ONE JIB to carry out its duties, ONE JIB may engage, or seek advice from, at the expense of the Participating Municipalities, legal counsel, accountants or any other advisors, in each case provided that such person has the requisite knowledge and experience to provide such advice. ONE JIB has the authority to agree to reasonable compensation and proper expenses for any independent legal counsel and other advisors engaged by ONE JIB. ONE JIB may retain advisors selectively, and only to assist, not replace, ONE JIB decision making. Prior to retaining an independent advisor, the Chair of ONE JIB will provide advance notice to ONE Investment.

4. CONSTITUTION

4.1 Number and Quorum

ONE JIB shall be comprised of not fewer than seven and not more than ten members. The Participating Municipalities may change the size of ONE JIB in accordance with the Agreement, but shall seek the input of the Chair of ONE JIB prior to doing so. A majority of members shall constitute a quorum for the transaction of business at any meeting of ONE JIB.

4.2 Qualification

Each member of ONE JIB shall have such experience and expertise in investment management, risk management, finance, corporate governance, accounting, law or in such other areas of expertise as may be determined to be appropriate from time to time by ONE JIB or a committee thereof in consultation with ONE Investment.

No person shall be qualified to be a member of ONE JIB if that person is less than eighteen years of age, is of unsound mind and has been so found by a court in Canada or elsewhere, has been sanctioned or disciplined by a securities regulatory authority in Canada or elsewhere within the previous 20 years, or is not an individual or has the status of a bankrupt.

4.3 Appointment of Members and Nominating Committee

The Founding Municipalities have appointed the initial members of ONE JIB. Subsequent members of ONE JIB, including those appointed to fill vacancies as referred to in Section 4.6, are to be appointed as follows by the then incumbent members of ONE JIB and with the approval of ONE Investment.

ONE JIB and ONE Investment may form a nominating committee (the “**Nominating Committee**”), made up of no fewer than three and no more than nine members to identify individuals to fill vacancies on ONE JIB. The Chair of the Nominating Committee shall be a member of ONE JIB. The other members of the Nominating Committee need not be members of ONE JIB and may be senior officers of ONE Investment and/or representatives of the Participating Municipalities. The Nominating Committee, in recommending a new member or reappointing a member, shall consider:

- (a) the competencies and skills ONE JIB, as a whole, should possess;
- (b) the competencies and skills of each other member of ONE JIB; and
- (c) the competencies and skills the prospective member would bring to ONE JIB.

The then incumbent members of ONE JIB and ONE Investment shall give consideration to individuals nominated by the Nominating Committee and a new member shall be appointed with the affirmative vote of a simple majority of members, and the approval of ONE Investment. ONE JIB members may decline to follow the recommendation of the Nominating Committee, in which case the Chair of ONE JIB may form a new Nominating Committee.

Where the Chair of ONE JIB so directs, vacancies may be filled by the Participating Municipalities in such manner as the Participating Municipalities consider to be appropriate provided, however, that any vacancy filled by the Participating Municipalities (rather than by ONE JIB itself) shall be effective only upon at least a simple majority of the Participating Municipalities duly passing a by-law in compliance with the Act approving the candidate as a member of ONE JIB.

4.4 Consent

Upon first acting as a member of ONE JIB, every member appointed in accordance with Section 4.3 shall be deemed to have consented to (a) acting as a member of ONE JIB on the terms and conditions set out herein, and (b) the public disclosure of the existence of ONE JIB, the names of its members, the matters reviewed by ONE JIB, the recommendations of ONE JIB, the compensation and expenses of the members of ONE JIB, and any other matter that is required to be disclosed pursuant to the terms of applicable legislation and rules or any decision made under applicable municipal law; provided that the members of ONE JIB, acting reasonably and promptly following a request, shall be entitled to review and require changes to the text of any such disclosure.

4.5 Adherence to Code of Conduct

Every member of ONE JIB shall comply at all times with the Code of Conduct for members of ONE JIB, a copy of which is attached as Exhibit A.

4.6 Vacancies of Office

A member of ONE JIB shall cease to hold office:

- (a) if the member dies, resigns by a written resignation received and accepted by the Chair of ONE JIB in accordance with Section 4.7 or is removed from office in accordance with Section 4.8
- (b) if the member is a Municipal Treasurer Representative, and is a treasurer of a Participating Municipality, and such Participating Municipality withdraws from ONE JIB; provided however, that if such individual has been appointed as the treasurer of another Participating Municipality prior to or at the time of the effective date of withdrawal, and such Participating Municipality agrees, the individual may continue to serve as a Municipal Treasurer Representative;
- (c) upon the member accepting employment or other engagement with a financial services provider, unless such employment or engagement has first been approved by the Integrity Commissioner and the Chair of ONE JIB;
- (d) if the member is of unsound mind as determined by a court in Canada or elsewhere, bankrupt, prohibited from acting as a director or officer of any issuer in Canada, subject to any penalties or sanctions made by a court relating to provincial and territorial securities legislation or a party to a settlement agreement with a provincial or territorial securities regulatory authority;
- (e) if the member is absent from meetings of ONE JIB for the greater of (i) three consecutive months in the event that ONE JIB holds monthly meetings and (ii) three consecutive meetings, without being authorized to do so by a resolution of ONE JIB;
- (f) if a member has his or her seat on ONE JIB declared vacant in any judicial process; or
- (g) if a member forfeits his or her membership on ONE JIB under the Act or any other Act of the Ontario legislature.

Clause 4.6(e) does not apply to vacate the membership of a member of ONE JIB who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

If a vacancy occurs in the office of a member of ONE JIB, ONE JIB shall fill a vacancy on ONE JIB as soon as practicable and a person appointed to fill a vacancy shall continue as a member for the remainder of the term so replaced.

4.7 Resignations

Unless otherwise agreed to by ONE Investment and a majority of the other members of ONE JIB, a member of ONE JIB shall resign from ONE JIB upon: becoming aware that personal circumstances may have an adverse impact on the reputation of ONE JIB, a material change in employment that may have an adverse effect on the member's contribution or effectiveness on ONE JIB or accepting a directorship with a financial institution or a company which results in the member becoming subject to a conflict of interest as described in Section 6.2.

A member of ONE JIB may resign by notice in writing filed with the Secretary and the Chair of ONE JIB. A resignation is not effective if it would reduce the number of members of ONE JIB to less than a quorum.

4.8 Removal of Member

A member or members of ONE JIB may be removed from office by a majority vote of the other members of ONE JIB, including in the circumstances described in Section 3.2 or Section 4.6. Removal shall be effected by instrument in writing delivered to such member or members specifying the effective date of such removal. If a Participating Municipality recommends to ONE JIB that it remove a member, ONE JIB shall consider such recommendation, although the final determination shall be in the discretion of ONE JIB as a whole.

4.9 Term

The term of office of a member of ONE JIB shall be no more than three years and no less than one year, and shall be set by ONE Investment or ONE JIB, as the case may be, at the time such member is appointed. Staggered terms are permitted. A member may not be reappointed for a term of office that, if served, would result in the member serving on ONE JIB for longer than nine years unless ONE Investment agrees to such reappointment.

4.10 Orientation and Continuing Education

ONE Investment and ONE JIB shall provide orientation consisting of educational or informational programs that enable a new ONE JIB member to understand: (a) the role of ONE JIB and its members collectively; and (b) the role of the individual member, including the commitment of time and energy that is expected from the member. ONE JIB may supplement such orientation, and any orientation provided by ONE Investment on the nature and operation of municipal finance with such educational programs that it reasonably deems necessary or desirable. Each member of ONE JIB shall participate in orientation and continuing education programs provided or recommended by ONE JIB or ONE Investment.

4.11 Chair

The Chair of ONE JIB shall be elected annually by the members of ONE JIB and upon the resignation, death, disqualification or removal of the current Chair. The members of ONE JIB shall take into account ONE Investment's recommendations, if any, when electing the Chair. The Chair must be a member of ONE JIB. The Chair is responsible for managing the mandate, responsibilities and functions of ONE JIB. The Chair's primary functions are to lead ONE JIB meetings, facilitate the operations and deliberations of ONE JIB, foster communications among ONE JIB members, and

ensure ONE JIB carries out its responsibilities in a timely and effective manner. The Chair shall work with the Secretary, who shall act as board secretary of ONE JIB and set agendas and circulate meeting materials for ONE JIB meetings in accordance with the Procedure By-law, and shall be ONE JIB's primary contact with ONE Investment in preparing for meetings. On an ongoing basis, the Chair shall assess whether ONE JIB has appropriate administrative support, access to senior management of ONE Investment and access to outside advisers for the purpose of ONE JIB fulfilling its mandate.

ONE JIB may, by by-law or resolution, appoint a member of ONE JIB to act in the place of the Chair or other member of ONE JIB designated to preside at meetings in ONE JIB's Procedure By-law when the Chair or designated member is absent or refuses to act or the office is vacant, and while so acting such member has all of the powers and duties of the Chair or designated member, as the case may be, with respect to the role of presiding at meetings.

4.12 Committees

In addition to the Nominating Committee provided for in Section 4.3, ONE JIB may authorize any other committee or subcommittee to perform any of its functions, except the removal of a member of ONE JIB. Any such committee or subcommittee shall be chaired by a member of ONE JIB, and its members appointed by ONE JIB, but such members of such committee or subcommittee need not all be ONE JIB members. If any such committee is constituted as an *ad hoc* committee, ONE JIB shall by resolution provide it with a written mandate or terms of reference, and if constituted as a standing committee of ONE JIB, ONE JIB shall amend and supplement these Terms of Reference to include a defined mandate and more detailed reporting requirements. Any committee or subcommittee formed under this Section 4.12 shall report on its meetings to ONE JIB, generally by way of a report filed at the next following meeting of ONE JIB, and in any case at least annually. Delegation of a function to a committee does not absolve ONE JIB from its responsibility for the function. The Procedure By-law applies to proceedings of committees of ONE JIB with necessary modifications.

4.13 Self Assessments

At least annually, ONE JIB must review and assess:

- (a) the adequacy and effectiveness of itself and any committees or subcommittee to which ONE JIB has delegated any of its functions;
- (b) the independence of its members and the compensation of its members;
- (c) its effectiveness as a board, as well as the effectiveness and contribution of each of its members, including a consideration of:
 - (i) these Terms of Reference;
 - (ii) the competencies and knowledge each member is expected to bring to ONE JIB;
 - (iii) the level of complexity of the issues reasonably expected to be raised by members in connection with the matters under review by ONE JIB;

- (iv) the attendance record of each member of ONE JIB and his or her participation in meetings;
 - (v) continuing education activities and industry knowledge of each member of ONE JIB; and
 - (vi) the ability of each member to contribute the necessary time required to serve effectively on ONE JIB;
- (d) its structural effectiveness, including a consideration of:
 - (i) the frequency of meetings;
 - (ii) the substance of meeting agendas;
 - (iii) the policies and procedures that ONE Investment has established to refer matters to ONE JIB;
 - (iv) the usefulness of the materials provided to members of ONE JIB;
 - (v) the collective experience and background of the members of ONE JIB; and
 - (vi) the amount and form of compensation the members receive from ONE Investment.
- (e) The written minutes of ONE JIB meetings at which these assessments take place shall form the basis of the records of such assessments. ONE JIB may also establish a process for and determine the frequency of additional assessments as it sees fit. ONE JIB shall consider how to respond appropriately to address any weaknesses found in a self-assessment.

5. MEETINGS OF ONE JIB

5.1 Calling and Place of Meetings

Meetings of ONE JIB shall be called by the Chair of ONE JIB, in accordance with the Procedure By-law.

Except as may be permitted under the Act, meetings of ONE JIB shall be open to members of the public. Provided that the Secretary has confirmed that a meeting meets all requirements of the Procedure By-law, members may attend and participate by way of conference call or other electronic facility which allows all meeting participants to hear one another.

Exhibit B sets out the current limited circumstances under which meetings of ONE JIB may or shall be closed, in accordance with the provisions of the Act.

5.2 Notice of Meeting

Notice of the time and place of each meeting of ONE JIB shall be given by the Secretary as required under the Procedure By-law. The notice shall identify the main matters to be addressed at the meeting. The Secretary shall arrange for the notice of meeting to be posted or publicized as required.

Persons wishing to make deputations or representations to a meeting on any matter to be addressed at a meeting shall make appropriate arrangements to do so through the Secretary.

5.3 Persons Entitled to Participate

When submitting a matter to ONE JIB for its recommendation or approval, ONE Investment and its representatives shall be entitled to be present at meetings of ONE JIB to outline the nature of the question or matter to be reviewed by ONE JIB. Any other person may participate in the meeting in accordance with the Procedure By-law and on the invitation of the Chair of the meeting or with the consent of ONE JIB. ONE JIB shall hold at least one segment of one meeting annually at which ONE Investment, any entity related to ONE Investment or any of their representatives are not in attendance.

5.4 Conduct of Meetings

All other procedural matters pertaining to the conduct of meetings, including voting at meetings, are governed by the Procedure By-Law.

5.5 Minutes of the Meetings and other Records

Minutes of all meetings of ONE JIB and reports of all ONE JIB committee meetings shall be kept. The Secretary to ONE JIB or his or her designee shall be responsible for taking the minutes of the meeting and otherwise serving as secretary of the meeting. Procedures relating to approval, adoption and publication of minutes are contained in the Procedure by-Law.

The Secretary to ONE JIB shall be responsible for maintaining records of these Terms of Reference, minutes and reports of meetings, copies of the agenda and materials provided to ONE JIB, copies of materials and written reports prepared by ONE JIB and copies of ONE JIB's own determinations. ONE JIB may satisfy this recordkeeping requirement by arranging for ONE Investment to keep such records. Other than as set out in Exhibit C, all of the foregoing records shall be subject to disclosure in accordance with the Act and the *Municipal Freedom of Information and Protection of Privacy Act*.

6. CONFLICTS OF INTEREST

6.1 Application of the Municipal Conflict of Interest Act

ONE JIB is a local board for purposes of the *Municipal Conflict of Interest Act* (MCIA) and members are subject to such Act. A member of ONE JIB shall comply with such Act.

6.2 Duty to Disclose

Members of ONE JIB are required to make disclosure of their direct and indirect pecuniary interests in accordance with the requirements of the MCIA and the Code of Conduct. The Code of Conduct contains additional specific provisions relating to disclosure of pecuniary interests. The Secretary to ONE JIB shall be available to assist members of ONE JIB with the disclosure process.

Furthermore, to the extent not covered by the provisions of the MCIA and the Code of Conduct, a member of ONE JIB shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter, which could

constitute a conflict of interest. For purposes hereof, a conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which (a) a reasonable person would consider to constitute a conflict of interest which could interfere with the ONE JIB member's ability to act in good faith and in the best interests of the Participating Municipalities; or (b) to a reasonable person would be expected to interfere with the member's exercise of independent judgement.

Having disclosed or declared a conflict of interest, the member shall thereupon take direction from the Chair of ONE JIB who shall be advised by the Secretary to ONE JIB.

7. STANDARD OF CARE AND INDEMNITY

7.1 Standard of Care

All members of ONE JIB in exercising their powers and discharging their duties as a member of ONE JIB shall:

- i. act honestly and in good faith with a view to the best interests of the Participating Municipality; and
- ii. exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7.2 Indemnification

All members of ONE JIB, their respective heirs, executors and assigns, (in each case, an **Indemnified Party**) shall be indemnified by the Participating Municipalities for all liabilities, claims, damages, losses, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim to which such Indemnified Party may be subject by reason of the management and control of the Managed Assets or otherwise arising out of or in connection with acting on behalf of the Participating Municipalities or in furtherance of the interests of the Participating Municipalities, except that this indemnity shall not apply to (a) losses arising from such Indemnified Party's own wilful misconduct or fraud, or (b) expenses of the Participating Municipalities that the Indemnified Party has agreed to bear. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnified Party in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined that the Indemnified Party is not entitled to be indemnified as authorized in this Section 7.2. Amounts required to be paid or advanced to an Indemnified Party under this Section 7.2 shall be paid by Participating Municipalities in such proportion as ONE JIB considers to be fair and equitable in the circumstances.

Further, the members shall not be liable to ONE Investment or the Participating Municipalities or to any person for any loss or damages relating to any matter regarding ONE Investment and its investments, including any loss or diminution in the value of the Participating Municipalities' investments or assets. To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Participating Municipalities prior to the

final disposition of such claim, demand, action, suit or proceeding upon receipt by the Participating Municipalities of an undertaking by or on behalf of the member to repay such amount if it shall be determined that the member is not entitled to be indemnified. The foregoing indemnification applies only if the member has acted in a manner consistent with the standard of care set out in Section 7.1 above.

7.3 Liability

Unless otherwise required by applicable legislation, no member of ONE JIB shall be liable to ONE Investment or the Participating Municipalities or any other person if the member of ONE JIB complied with the standard of care set forth in Section 7.1, including reliance on advice in the manner contemplated in Section 3.8.

7.4 Insurance

Each member of ONE JIB shall be entitled to an indemnity by ONE Investment and/or an affiliate of ONE Investment to the fullest extent permitted by applicable law. ONE JIB or ONE Investment may purchase and maintain (or reimburse individual ONE JIB members for the cost of) insurance in such amounts and on such terms as are commercially reasonable on behalf of the members of ONE JIB against any liability that may be asserted against or expense that may be incurred by members of ONE JIB in connection with, or in any way related to, acting as members of ONE JIB.

8. FEES AND EXPENSES

8.1 Compensation

The Founding Municipalities, together with ONE Investment, shall set the initial amount of compensation and expenses of the members of ONE JIB. After the initial compensation and expenses are set, the members of ONE JIB, other than the Municipal Treasurer Representatives, shall be entitled to receive such reasonable compensation and expenses for acting as members of ONE JIB as ONE Investment, in consultation with ONE JIB, may from time to time determine. Such compensation may, but need not, include an annual retainer amount or stipend for acting as a ONE JIB member, as well as compensation for attendance at information, continuing education and similar sessions at which no formal business is conducted. The compensation shall be set out in Exhibit D and amended from time to time as provided herein. ONE Investment must consider ONE JIB's most recent assessment of its compensation and ONE JIB's recommendations, if any, of the amount and type of compensation and expenses in setting the compensation of ONE JIB members. In the event ONE JIB disagrees with ONE Investment's recommendation, ONE JIB shall discuss the issue with ONE Investment in a good faith attempt to reach an agreement. In determining the appropriate level of compensation, ONE Investment must consider:

- (a) the nature and complexity of the investments made by and on behalf of the Participating Municipalities;
- (b) the nature and extent of the workload of each member of ONE JIB, including the commitment of time and energy that is expected from each member;
- (c) industry best practices, including industry averages and surveys on similar board compensation; and

(d) the best interests of the Participating Municipalities.

8.2 Reimbursement of Expenses.

Members shall be entitled to reimbursement for their reasonable expenses incurred in attending meetings of ONE JIB and other out of pocket expenses incurred in connection with acting as a ONE JIB member. ONE Investment will request production of receipts and documents supporting expenses.

9. CONFIDENTIALITY

9.1 Maintaining Confidentiality

The definition of Confidential Information is found in the Code of Conduct. Each member shall, in accordance with the Act and the Code of Conduct, protect the confidentiality, and prevent the unauthorized disclosure or use, of Confidential Information. Each member shall promptly notify ONE JIB's Chair or ONE Investment of any inadvertent disclosure, misuse or misappropriation of Confidential Information of which he or she becomes aware.

The members of ONE JIB shall not be subject to any confidentiality obligation in respect of any Confidential Information that is or was (i) information in the public domain; (ii) disclosed to the member by a third person not subject to a confidentiality obligation to ONE JIB, ONE Investment or a Participating Municipality; (iii) approved by ONE JIB, ONE Investment or a Participating Municipality for disclosure to another person or the public; or (iv) required by law to be disclosed by the member.

9.2 Public Statements and Dealing with Media

In the event ONE JIB, or any of its members, is contacted by the media or a regulator, in respect of any issue related to ONE Investment, the request will be referred to the Chair of ONE JIB or his or her designate.

10. AMENDMENTS

10.1 General

A notice or document required to be sent to a member of ONE JIB or to ONE Investment may be sent by prepaid mail addressed to, or may be delivered personally or by courier to, the member at the member's latest address provided by the member to ONE Investment, and to ONE Investment at

ONE Joint Investment Board
200 University Ave., Suite 801
Toronto, ON M5H 3C6
Attention: The Secretary with copy to the Chair
email: dkelly@oneinvestment.ca

or such other address as ONE Investment may notify each member of ONE JIB. A notice or document if mailed to a member of ONE JIB or ONE Investment shall be deemed to have been received at the

time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the member or ONE Investment did not receive the notice of the document at that time or at all.

10.2 Amendments

ONE JIB may amend these Terms of Reference from time to time, in consultation with ONE Investment. A decision by ONE JIB to propose to amend these Terms of Reference must be approved at a meeting of ONE JIB at which a quorum is present, by a majority of the members of ONE JIB. ONE JIB shall provide ONE Investment with 30 days' notice of any such proposal to amend these Terms of Reference and ONE JIB must consider ONE Investment's recommendations relating to such proposed amendment. Upon expiry of the 30 day notice period, a majority of the members of ONE JIB may agree to amend these Terms of Reference at a meeting of ONE JIB at which a quorum is present, and such amendment shall be effective no earlier than 30 days after ONE Investment is notified of the amendment. ONE JIB shall include a description of any material amendments to these Terms of Reference in its annual report to Participating Municipalities. ONE JIB may not amend these Terms of Reference (i) in a manner inconsistent with the Act and the Regulation, (ii) to give ONE JIB functions other than those prescribed by the Act and the Regulation, or (iii) other than as permitted by this Section 10.2; without the prior written consent of ONE Investment.

10.3 Electronic Delivery

Provided the addressees have consented in writing or electronically, the notice requirements may be satisfied by creating and providing an electronic document. An electronic document is deemed to have been received when it enters the information system designated by the addressee (provided that it has been properly addressed) or, if the document is posted on or made available through a generally accessible electronic source, when the addressee receives notice in writing of the availability and location of that electronic document, or, if such notice is sent electronically, when it enters the information system designated by the addressee.

10.4 Computation of Time

In computing the time when a notice or document must be given or sent under any provision requiring a specified number of days' notice of any meeting or other event, the day on which the notice or documents is given or sent shall be excluded and the day on which the meeting or other event occurs shall be included.

10.5 Omission and Errors

The accidental omission to give any notice or send any document or the non-receipt of any notice or document or any error in any notice or document not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on such notice or document.

EXHIBIT A

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT

POLICY STATEMENT

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“**ONE JIB**”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “**ONE JIB Agreement**”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

APPLICATION

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members of ONE JIB. This includes, but is not limited to, the conduct of ONE JIB Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member of ONE JIB;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the ONE JIB Member has been expressly invited or is participating as a representative of ONE JIB.

PURPOSE

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “**Act**”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) **“Act”** means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) **“Child”** means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) **“Committee”** means a committee or sub-committee established by ONE JIB;
- (d) **“Confidential Information”** means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
 - (i) any such information provided orally, in writing or electronically, and
 - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) **“Integrity Commissioner”** means the Integrity Commissioner appointed by ONE JIB;
- (f) **“Member”** means a member of ONE JIB, including the Chair;
- (g) **“MNPI”** means material non-public information;
- (h) **“Non-pecuniary Interest”** means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the Non-pecuniary Interest arises;
- (i) **“ONE Investment”** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **“ONE JIB”** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **“Parent”** means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;

- (l) **“Participating Municipalities”** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **“Pecuniary Interest”** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **“Spouse”** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;
- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
 - (i) *Criminal Code,*
 - (ii) *Municipal Act, 2001,*
 - (iii) *Municipal Conflict of Interest Act,*
 - (iv) *Municipal Freedom of Information and Protection of Privacy Act,*
 - (v) *Occupational Health and Safety Act,*
 - (vi) *Human Rights Code,*
 - (vii) *Securities Act,*
 - (viii) *ONE JIB Procedure By-law;* and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not

operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 GENERAL DUTIES

3.1 In exercising her or his powers and discharging her or his duties as a Member, each Member shall:

- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
- (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (c) refrain from making:
 - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and
 - (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

4.0 CONDUCT AT MEETINGS

4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

5.0 CONFIDENTIAL INFORMATION

5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.

5.2 Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.

5.3 Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.

5.4 Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.

- 5.5 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered “confidential information.” Any use of MNPI to make an investment decision or recommendation or to “tip” others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.
- 5.6 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.7 Members shall not disclose, use or release information in contravention of applicable privacy laws.

6.0 STAFF AND ONE JIB RELATIONS

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
 - (i) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
 - (ii) attempt to intimidate, threaten, or influence any staff member from carrying out that person’s duties, including any duty to disclose improper activity;
 - (c) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

7.0 DISCRIMINATION AND HARASSMENT

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.
- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

8.0 USE OF ONE JIB PROPERTY

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.
- 8.2 By virtue of her or his office or appointment, a Member shall not:
- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
 - (b) seek financial gain for herself or himself, or of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
 - (c) use any information she or he may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

9.0 CONFLICTS OF INTEREST

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other, Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships

which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:

- (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
- (b) would expect to interfere with the Member's exercise of independent judgment.

10.0 BUSINESS RELATIONS

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:
 - (a) disclose those circumstances to the Chair; and
 - (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
 - (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
 - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
 - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

11.0 IMPROPER USE OF INFLUENCE

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.
- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

12.0 GIFTS AND BENEFITS

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of her or his duties.
- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
 - (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) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
 - (d) a suitable memento at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by:
 - (i) provincial, regional or local governments or political subdivisions of them,
 - (ii) the federal government,
 - (iii) a foreign government within a foreign country,
 - (iv) Association of Municipalities of Ontario,
 - (v) Local Authority Services,
 - (vi) Municipal Finance Officers' Association of Ontario,
 - (vii) CHUMS Financing Corporation,

- (viii) ONE Investment, or
 - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;
 - (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
 - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;
 - (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
 - (iii) the value is reasonable and the invitations infrequent;
 - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
 - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of her or his duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$300, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$300, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
 - (b) its source and date of receipt;
 - (c) the circumstances under which it was given or received;
 - (d) its estimated value;
 - (e) what the Member intends to do with the gift or benefit; and
 - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether 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. In the event that the Integrity Commissioner makes this preliminary determination, she or he shall call upon the Member to justify receipt of the gift or benefit.

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

12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$500 or gifts and benefits worth in the aggregate in excess of \$500 from one source during a calendar year.

13.0 COMMUNICATION

13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or her or his delegate.

14.0 ELECTION ACTIVITY

14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

15.0 INTEGRITY COMMISSIONER'S ADVICE

15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.

15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

16.0 RESPONSIBILITIES

16.1 Members shall:

- (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and

- (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.

16.2 The Integrity Commissioner shall:

- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;
- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

17.0 CONTRAVENTION

17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and applications under section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.

17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.

17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of her or his services on ONE JIB for a period up to 90 days.

17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;

- (c) be removed from or not be appointed to the membership on a Committee;
- (d) be removed from or not be appointed as chair of a Committee; and
- (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

18.0 COMPLAINT PROTOCOL

- 18.1 The Complaint Protocol is Appendix "A" to this Code of Conduct and applies to Complaints (as defined in Appendix "A") under this Code of Conduct and the *Municipal Conflict of Interest Act*.

APPENDIX “A”

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT COMPLAINT PROTOCOL

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.
4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
- (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
- (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
 - (b) the application shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.
- (3) Complainants who file a formal Complaint under Sections 5(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

Filing of Complaint and Classification by Integrity Commissioner

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin
Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Email: jmascarin@airdberlis.com
Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

Lack of Jurisdiction

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

Limitation Period

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the

complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.

- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:

- (a) is frivolous or vexatious,
- (b) is not made in good faith,
- (c) constitutes an abuse of process,
- (d) discloses no grounds or insufficient grounds for an investigation,
- (e) does not warrant a full investigation, or
- (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

Opportunities for Resolution

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
 - (a) provide the Member with a copy of the Complaint but not disclose:

- (i) the identity of the complainant, or
- (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,

unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;

- (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
 - (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
 - (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
 - (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
 - (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.
 - (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act*,

1996 and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.

- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.
- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

Authority to Abridge or Extend

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend

any timeline or time limit therein if the Integrity Commissioner considers it, in his or her sole and absolute discretion, to be in the public interest.

Investigation Report

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at his or her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

Findings

- 16.(1) If the Integrity Commissioner determines that:
 - (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:
 - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
 - (ii) it was trivial,
 - (iii) it was committed through inadvertence, or
 - (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
 - (a) considers it appropriate, once he or she has concluded the investigation under Section 5(2), he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
 - (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for his or her decision under Section 16(2).

Report to ONE JIB

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of ONE JIB

18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

Public Disclosure

- 19.(1) The Integrity Commissioner and every person acting under his or her instructions shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.
- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.
- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

Delegation by Integrity Commissioner

20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Committees

21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of
Member),

a member of ONE Joint Investment Board has contravened the following section(s) of the Code
of Conduct of ONE Joint Investment Board: _____.
The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or
investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at)

the _____ of _____ on)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

Municipal Conflict of Interest Act – Complaint Form # 2

STATUTORY DECLARATION

I, _____ (first and last name),
of the _____ in the Province of
Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of
Member),
a member of ONE Joint Investment Board, has contravened the following section(s) of the
Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50: _____.

3. I became aware of the facts constituting the alleged contravention not more than six (6)
weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by ONE
Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at _____)

the _____ of _____ on _____)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the
Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation

EXHIBIT B

CLOSED MEETINGS PERMITTED OR REQUIRED

The provisions of the Act, as amended from time, currently provide that except as provided in section 239 of the Act, all meetings shall be open to the public.

A meeting or part of a meeting may be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- the security of the property of ONE JIB;
- personal matters about an identifiable individual, including ONE JIB employees;
- a proposed or pending acquisition or disposition of land by ONE JIB;
- labour relations or employee negotiations;
- litigation or potential litigation, including matters before administrative tribunals, affecting ONE JIB;
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- a matter in respect of which ONE JIB may hold a closed meeting under another Act;
- information explicitly supplied in confidence to ONE JIB by Canada, a province or territory or a Crown agency of any of them;
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to ONE JIB, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- a trade secret or scientific, technical, commercial or financial information that belongs to ONE JIB and has monetary value or potential monetary value;
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of ONE JIB;

A meeting of ONE JIB or of a committee of ONE JIB may be closed to the public if the meeting is held for the purpose of educating or training the members provided no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of ONE JIB or committee.

A meeting may be closed to the public during a vote if the meeting is one that is closed to the public in accordance with this Exhibit B and if the vote is for a procedural matter or for giving instructions to

officers, employees or agents of ONE JIB or a committee of ONE JIB or persons retained by or under a contract with ONE JIB.

A meeting or part of a meeting shall be closed to the public in accordance with section 239 of the Act if the subject matter being considered is,

- a request under the *Municipal Freedom of Information and Protection of Privacy Act* if ONE JIB is the head of an institution for the purposes of that Act; or
- an ongoing investigation respecting ONE JIB by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of the Act, or the investigator referred to in subsection 239.2(1) of the Act.

EXHIBIT C

ONE JIB MAY REFUSE DISCLOSURE OF A RECORD

The provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, currently provide that ONE JIB may refuse to disclose a record:

- that reveals the substance of deliberations of a meeting of ONE JIB or a committee of ONE JIB if a statute authorizes holding that meeting in the absence of the public.
- if the disclosure would reveal advice or recommendations of an officer or employee of an institution or a consultant retained by an institution.
- that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,
 - (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (b) result in similar information no longer being supplied to ONE JIB where it is in the public interest that similar information continue to be so supplied;
 - (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or
- that contains,
 - (a) trade secrets or financial, commercial, scientific or technical information that belongs to an institution and has monetary value or potential monetary value;
 - (b) information whose disclosure could reasonably be expected to prejudice the economic interests of an institution or the competitive position of an institution;
 - (c) information whose disclosure could reasonably be expected to be injurious to the financial interests of an institution;
 - (d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of an institution;
 - (e) plans relating to the management of personnel or the administration of an institution that have not yet been put into operation or made public;
 - (f) information including the proposed plans, policies or projects of an institution if the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a person.

EXHIBIT D

COMPENSATION FOR ONE JIB MEMBERS

- The Chair of ONE JIB will receive an annual \$10,000 retainer and \$750 per board meeting.
- The Vice Chair of ONE JIB will receive an annual \$7,500 retainer and \$750 per board meeting.
- Board members of ONE JIB will receive an annual \$5,000 retainer and \$750 per board meeting.
- All Board members of ONE JIB will also be remunerated \$500 for attending business meetings of ONE JIB.
- Municipal Treasurer Representatives will not be eligible for compensation.

EXHIBIT E

PROCESS TO APPOINT INTEGRITY COMMISSIONER AND CLOSED MEETING INVESTIGATOR

Initial Appointment of Integrity Commissioner and Closed Meeting Investigator

1. Prior to the effective date of the ONE JIB Agreement (July 2, 2020) the Founding Municipalities directed ONE Investment to conduct a Request for Proposal ("RFP") process to retain the services of an initial Integrity Commissioner and an initial Closed Meeting Investigator for ONE JIB.
2. The Secretary to ONE JIB worked with a member of ONE Investment staff and two representatives of the Founding Municipalities' clerks (the "Initial Appointment Subcommittee") on the RFP. The results of the RFP were shared with the Founding Municipalities.
3. The candidates recommended by the Initial Appointment Subcommittee were submitted to ONE JIB during its initial meeting on May 19, 2020 and thereafter ONE JIB appointed an initial Integrity Commissioner in accordance with section 223.3 of the Act and an initial Closed Meeting Investigator in accordance with section 239.2 of the Act.

Successor Integrity Commissioner and Successor Closed Meeting Investigator

4. In the event that ONE JIB determines that the appointment of a successor Integrity Commissioner or Closed Meeting Investigator is required it shall direct ONE Investment to conduct an RFP process in consultation with a committee comprised of the Secretary to ONE JIB, a member of ONE Investment staff and two representatives of the Participating Municipalities' clerks (the "Successor Appointment Committee"), to retain the services of a successor Integrity Commissioner and a successor Closed Meeting Investigator, the results of which RFP shall be shared with the Participating Municipalities.
5. ONE JIB shall consider the candidate(s) recommended by the Successor Appointment Committee at its first meeting after receipt of such recommendation(s).
6. ONE JIB shall appoint a successor Integrity Commissioner and/or successor Closed Meeting Investigator and enter into appropriate agreements with each such successor and subsequently notify the Participating Municipalities of the identity of the successor Integrity Commissioner and/or the successor Closed Meeting Investigator, as applicable.



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: ONE JIB Code of Conduct
Report: 20-007

1. RECOMMENDATIONS

It is recommended that at its initial meeting on May 19, 2020 ONE JIB approve and adopt the ONE Joint Investment Board Code of Conduct in the form attached to this report (the Code).

2. SUMMARY

The Code sets out comprehensive guidelines that the Chair and members of ONE JIB must follow when acting in their capacity as members of ONE JIB. It applies to all business dealings relating to matters within the purview of ONE JIB including, but not limited to, activities on ONE JIB premises and at events or functions (whether held by ONE JIB or third parties) and generally with respect to dealings with colleagues, clients and other members of the public.

The Code was drafted based on provisions and best practices in codes of conduct already established by the largest Ontario municipalities and has been approved by the ONE JIB Integrity Commissioner.

The ONE JIB Integrity Commissioner will be responsible for independently investigating any allegations of non-compliance with, or contravention of, the provisions of the Code and must report his or her findings to ONE JIB.

The Integrity Commissioner's role is essentially advisory in nature. A contravention of the Code cannot constitute an offence and cannot be the subject of an administrative penalty (subsection 223.2 (3) of the Act).

Details of the process for the appointment of the Integrity Commissioner and his or her duties are contained in separate reports.

3. BACKGROUND

Municipal Act, 2001 (Act) Requires Code of Conduct to be established.

Section 223.2 of the Act requires every municipality to establish codes of conduct for members of their councils and of their local boards. Municipalities are also responsible for appointing an Integrity Commissioner to oversee compliance with such codes. Pursuant to the Authorizing By-law passed by each Founding Municipality, the Code has been established and ONE JIB has been authorized to make changes to the Code. The authority of the Founding Municipalities to appoint the initial Integrity Commissioner and his or her successors has been delegated to ONE JIB.

4. ANALYSIS

The following are highlights of the Code. (References to Sections are to the Code itself).

(a) General Purpose of Code

The stated purpose of the Code is to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities. The Act and O. Reg. 55/18 prescribe four basic subject matters that must be included in the Code:

- gifts, benefits and hospitality;
- respectful conduct, including conduct toward officers, employees and agents of ONE JIB and Participating Municipalities;
- confidential information; and
- use of ONE JIB property.

The Code expands on all four subjects in some detail.

(b) Statement of Principles (Section 2.O)

Section 2.O of the Code contains a list of general principles that are not operative provisions of the Code. The list includes general requirements for members such as compliance with federal and provincial laws and policies adopted by ONE JIB, acting with integrity and transparency, arranging their private affairs in a manner that promotes public confidence and the like. The

balance of the Code sets out both general and specific duties.

(c) **General Duties** (Section 3)

- Act honestly and in good faith in best interests of ONE JIB
- Exercise prudent standard of care
- Refrain from making false or misleading statements

(d) **Specific Duties of Members** (Sections 4 to 17)

Examples include:

- Act with decorum at meetings (Section 4)
- Protect and do not misuse or disclose confidential information of ONE JIB and private information (Section 5.1)
- Do not directly or indirectly benefit (or aid others to benefit) from knowledge relating to confidential information or property and assets of ONE JIB or Participating Municipalities (Sections 5.3 and 5.4)
- Do not disclose material non-public information about securities issuers (Section 5.5)
- Respect role of ONE Investment staff and do not attempt to threaten, influence, etc. (Section 6.2)
- Refrain from discrimination, harassment, abuse etc. (Section 7)
- Comply with restrictions on use and handling of ONE JIB equipment, supplies, intellectual property and information (Section 8)
- Avoid, disclose and deal with actual and potential conflicts of interest (Section 9)
- Follow restrictions on holding director or executive positions with other organizations (Section 10)
- Do not use influence of position or office for gain (Section 11)
- Comply with detailed rules governing receipt of gifts, benefits and hospitality (Section 12)

- Observe restrictions on communications to Participating Municipalities, media or public without authorization from Chair or his or her delegate (Section 13)
- Observe restrictions on election-related activities (Section 14)
- Seek written advice of Integrity Commissioner when aware of potential contravention of Code (Section 15)
- Consult with Integrity Commissioner when clarification of obligations under the Code is needed (Section 16)
- Cooperate with Integrity Commissioner's investigation of any complaints made with respect to an alleged contravention of the Code or *Municipal Conflict of Interest Act* (Section 17)
- Follow Complaint Protocol issued by the Integrity Commissioner (attached as Appendix "A" to the Code)

14652142.2

ONE Joint Investment Board Code of Conduct

POLICY STATEMENT

This Code of Conduct establishes standards of conduct for Members of the ONE Joint Investment Board (“**ONE JIB**”) in the conduct of their official duties. It is a schedule to the agreement between ONE JIB, each Participating Municipality and ONE Investment under which all Participating Municipalities and ONE JIB agree to the terms pursuant to which ONE JIB will manage and control the money that is not required immediately of the Participating Municipalities (the “**ONE JIB Agreement**”).

Unless the context otherwise requires, defined terms used herein have the meanings ascribed to such terms in the ONE JIB Agreement. In the event of a discrepancy or inconsistency between the provisions contained in the ONE JIB Agreement and those contained in this Code of Conduct, the ONE JIB Agreement shall prevail.

APPLICATION

This Code of Conduct applies to the Chair and the other Members of ONE JIB acting in their capacity as Members of ONE JIB. This includes, but is not limited to, the conduct of ONE JIB Members in the following circumstances:

- in relation to matters immediately before, and/or solely within the purview of ONE JIB;
- when interacting with ONE JIB and ONE Investment staff and/or another Member of ONE JIB;
- in relation to business conducted by ONE JIB;
- while on the premises of ONE JIB, whether such premises are owned, leased or simply occupied by ONE JIB;
- during an event or function of ONE JIB;
- while serving on any board, committee or other body to which the Member was appointed by ONE JIB; and
- during a non-ONE JIB event or function where the ONE JIB Member has been expressly invited or is participating as a representative of ONE JIB.

PURPOSE

The purpose of this Code of Conduct is to set a standard of conduct for Members of ONE JIB as required by the *Municipal Act, 2001* (the “**Act**”). Abiding by this standard helps to promote good governance and maintain public confidence in ONE JIB and the Participating Municipalities.

1.0 DEFINITIONS

1.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) “**Act**” means the *Municipal Act, 2001*, S.O. 2001, c. 25;
- (b) “**Child**” means a child born within or outside marriage and includes an adopted child and a person to whom a parent has demonstrated a settled intention to treat as a child of her or his family;
- (c) “**Committee**” means a committee or sub-committee established by ONE JIB;
- (d) “**Confidential Information**” means any non-public, proprietary or private information, related to the functions of ONE JIB, ONE Investment, the Participating Municipalities or any of the investment funds managed by ONE JIB or any agent of ONE JIB and, without limiting the foregoing, includes:
 - (i) any such information provided orally, in writing or electronically, and
 - (ii) all or any part of any documented information to the extent that any applicable legislation, including the Act and the *Municipal Freedom of Information and Protection of Privacy Act*, permits or requires such information, including personal information, to be private;
- (e) “**Integrity Commissioner**” means the Integrity Commissioner appointed by ONE JIB;
- (f) “**Member**” means a member of ONE JIB, including the Chair;
- (g) “**MNPI**” means material non-public information;
- (h) “**Non-pecuniary Interest**” means a private or personal interest that a Member may have that is non-financial in nature but that arises from a relationship with a person or entity that would be considered

by a reasonable person, apprised of all the circumstances, as being likely to influence the Member's decision in any matter in which the Non-pecuniary Interest arises;

- (i) **"ONE Investment"** means the not-for-profit corporation founded by CHUMS Financing Corporation and Local Authority Services which provides certain management, administrative and other services to ONE JIB under the ONE Joint Investment Board Services Agreement made between ONE JIB and ONE Investment;
- (j) **"ONE JIB"** means the ONE Joint Investment Board that has been established under subsection 202(1) of the Act in accordance with Part II of O. Reg. 438/97, as constituted from time to time, acting pursuant to the ONE JIB Agreement;
- (k) **"Parent"** means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;
- (l) **"Participating Municipalities"** means the municipalities for whom ONE JIB acts as the Joint investment Board under the terms of the ONE JIB Agreement from time to time;
- (m) **"Pecuniary Interest"** means a direct or indirect interest of a financial nature, including the interest of the Parent or Spouse or any Child of the Member, if known to the Member; and
- (n) **"Spouse"** means a person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

2.0 STATEMENT OF PRINCIPLES

2.1 The following principles will guide Members and assist with the interpretation of this Code of Conduct:

- (a) Members shall serve the public in a conscientious and diligent manner;
- (b) Members shall always act with integrity, accountability and transparency, and shall avoid the improper use of influence in their office as well as conflicts of interest, both apparent and real;
- (c) Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and will stand up to public scrutiny;

- (d) Members shall observe and comply with the laws of Canada, Ontario and the laws and policies adopted by ONE JIB, including but not limited to the following:
 - (i) *Criminal Code*,
 - (ii) *Municipal Act, 2001*,
 - (iii) *Municipal Conflict of Interest Act*,
 - (iv) *Municipal Freedom of Information and Protection of Privacy Act*,
 - (v) *Occupational Health and Safety Act*,
 - (vi) *Human Rights Code*,
 - (vii) *Securities Act*,
 - (viii) *ONE JIB Procedure By-law*; and
- (e) Members shall be fair and respectful of differences and have a duty to work together for goodwill, the common good and the public interest.

2.2 The statements set out in Section 2.1 are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are not operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 GENERAL DUTIES

- 3.1 In exercising her or his powers and discharging her or his duties as a Member, each Member shall:
- (a) act honestly and in good faith with a view to the best interests of ONE JIB and the Participating Municipalities;
 - (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (c) refrain from making:
 - (i) any statement known to be false or with the intent to mislead ONE JIB, ONE Investment staff, the Participating Municipalities or the public, and

- (ii) any disparaging comment or unfounded and speculative accusation about the motives of another Member, ONE Investment staff, the Participating Municipalities or the public.

4.0 CONDUCT AT MEETINGS

- 4.1 Members will conduct themselves at all ONE JIB and Committee meetings with decorum and in accordance with ONE JIB's Procedure By-law and any other applicable procedural rules and policies.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Members receive confidential information from a number of sources as part of their work. This includes information ONE JIB receives in confidence that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws as well as information received during closed meetings of ONE JIB or its Committees. It also includes information that a Member is restricted from using or disclosing under the *Criminal Code*, the *Securities Act*, or due to any contractual obligations or policies of ONE JIB or ONE Investment.
- 5.2 Members are only entitled to information in the possession of ONE JIB that is relevant to matters before ONE JIB or its Committees.
- 5.3 Members shall not use confidential information for personal or private gain or for the gain of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate.
- 5.4 Members shall not directly or indirectly benefit, or aid others to benefit, from knowledge relating to the property and assets of ONE JIB, ONE Investment or any of the Participating Municipalities.
- 5.5 Without limiting the generality of any provision of Section 5.0, Members acknowledge that in the course of discharging their responsibilities, they may have access to MNPI about securities issuers, including public companies. All such MNPI is considered "confidential information." Any use of MNPI to make an investment decision or recommendation or to "tip" others who might make an investment decision on the basis of the MNPI is unethical and illegal and could result in civil and/or criminal penalties. If a Member learns of MNPI about an issuer, the Member must refrain from disclosing it (other than to another person with a need to know) or making use of such information in any manner until the information has been publicly disclosed or is no longer material.

- 5.6 Members shall not disclose the content of any confidential information, or the substance of confidential deliberations, of a closed meeting of ONE JIB or any of its Committees. Each Member has a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidentiality applies. Members must not, either directly or indirectly, release, make public or in any way divulge any confidential information or any confidential aspect of closed ONE JIB or Committee deliberations to anyone, unless authorized by ONE JIB or as required by law.
- 5.7 Members shall not disclose, use or release information in contravention of applicable privacy laws.

6.0 STAFF AND ONE JIB RELATIONS

- 6.1 ONE JIB, ONE Investment and the Participating Municipalities approve budgets, policies and other governance of ONE JIB through their by-laws, resolutions and other decisions. Individual Members do not direct or oversee the functions of ONE Investment staff.
- 6.2 Members shall respect the role of ONE Investment staff in the administration of the business affairs of ONE JIB. Members shall respect that:
- (a) staff provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations. Members shall not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) staff serves ONE JIB as a whole, and the combined interests of all Members as evidenced through the decisions of ONE JIB. Members shall not:
 - (i) make requests or statements or take actions which may be construed as an attempt to influence the independent administration of ONE JIB business, or
 - (ii) attempt to intimidate, threaten, or influence any staff member from carrying out that person's duties, including any duty to disclose improper activity;
 - (c) staff carry out their duties based on political neutrality and without undue influence from any individual Member. Members shall not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

7.0 DISCRIMINATION AND HARASSMENT

- 7.1 ONE JIB is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone acting in conjunction with ONE JIB and meeting its obligations under the *Human Rights Code* and the *Occupational Health and Safety Act*. It is ONE JIB's goal to provide a healthy, safe, and respectful work environment that is free from any form of harassment or discrimination.
- 7.2 All Members have a duty to treat members of the public, one another and ONE Investment staff with respect and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination, harassment and violence. This duty applies to all in-person activities and to all electronic communications, including the use of social media.

8.0 USE OF ONE JIB PROPERTY

- 8.1 ONE JIB and ONE Investment are the stewards of ONE JIB's assets. The Participating Municipalities and the community place their trust in ONE JIB to make decisions for the public good in relation to these assets.
- 8.2 By virtue of her or his office or appointment, a Member shall not:
- (a) use or permit the use of ONE JIB or ONE Investment facilities, equipment, supplies, services, staff or other resources for activities other than ONE JIB's business;
 - (b) seek financial gain for herself or himself, or of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate, from the use or sale of information owned by ONE JIB or ONE Investment or intellectual property, computer programs, web or social media accounts, technological innovations, or other patents, trademarks or copyright held by ONE JIB or ONE Investment;
 - (c) use any information she or he may obtain about any proposed trading activity in, or other transaction involving, the investment portfolios of the Participating Municipalities to trade for her or his own account or for the account of any other person including, without limitation, her or his Parent, Spouse, Child, grandchild, friend or associate in respect of which the Member has trading authority.

9.0 CONFLICTS OF INTEREST

- 9.1 Members shall take appropriate steps to avoid conflicts of interest, both apparent and real and are required to comply with the *Municipal Conflict of Interest Act*. Proactive steps to mitigate conflicts of interest are important to maintaining public confidence in Members, ONE JIB and the Participating Municipalities.
- 9.2 Members may seek guidance from the Integrity Commissioner if they believe that they may have a conflict between their responsibilities to the public as a Member and any other, Pecuniary Interest or Non-pecuniary Interest.
- 9.3 To the extent not covered by the *Municipal Conflict of Interest Act* or the ONE JIB Agreement, a Member shall disclose to ONE JIB and to ONE Investment any circumstances or relationships which exist at the time of appointment or which arise thereafter which could constitute an existing or potential conflict of interest. For this purpose, a potential conflict of interest includes circumstances or relationships, including serving on any other boards or commissions, which a reasonable person:
- (a) would consider to constitute a conflict of interest which could interfere with the Member's ability to act in good faith and in the best interests of ONE JIB and the Participating Municipalities; or
 - (b) would expect to interfere with the Member's exercise of independent judgment.

10.0 BUSINESS RELATIONS

- 10.1 A Member shall not be a director or hold an executive position with any organization whose objectives and mandate are in conflict with, or may reasonably be perceived to be in conflict with, the objectives and mandate of ONE JIB. Before taking a new executive position, the Member shall inform the Chair and the Integrity Commissioner to obtain advice about the new circumstances.
- 10.2 A Member shall not act as a paid agent of ONE JIB or provide goods, consulting or other services to ONE JIB directly or indirectly through a partnership, professional or closely-held corporation.
- 10.3 If a Member becomes aware that an entity in which the Member has a material interest, as a director, employee or agent, may offer or provide goods, consulting or other services to ONE JIB, the Member shall:

- (a) disclose those circumstances to the Chair; and
- (b) seek written advice from the Integrity Commissioner about the application of the *Municipal Conflict of Interest Act* and whether, in consideration of the circumstances, the Member's ongoing membership is in the best interests of ONE JIB.

In providing written advice pursuant to Section 10.3(b), the Integrity Commissioner shall consider the risk of harm to the reputation of ONE JIB and the Participating Municipalities.

- 10.4 Unless otherwise agreed to by ONE Investment and a majority of the Members, a Member shall resign from ONE JIB upon becoming aware of:
- (a) any personal circumstances that may have an adverse impact on the reputation of ONE JIB;
 - (b) a material change in employment that may have an adverse effect on the Member's contribution to ONE JIB; or
 - (c) a conflict of interest as described in Sections 9.0 or 10.0 resulting from the Member accepting a directorship with a financial institution or other corporation.

11.0 IMPROPER USE OF INFLUENCE

- 11.1 Members shall not use the influence of their office or appointment for any purpose other than the exercise of their official duties.
- 11.2 Members shall not use the status of their position to influence the decision of another person which may affect the Pecuniary Interest or Non-pecuniary Interest of themselves, or of any other person including, without limitation, a Parent, Spouse, Child, grandchild, friend or associate, or for the purpose of creating a disadvantage to another person.

12.0 GIFTS AND BENEFITS

- 12.1 Gifts to Members risk the appearance of improper influence. Gifts may appear to induce influence or create an incentive for Members to make decisions on the basis of relationships rather than in the best interests of ONE JIB or its Participating Municipalities. Members shall not accept a fee, advance, gift, gift certificate, cash or personal benefit connected directly or indirectly with the performance of her or his duties.

- 12.2 A gift, benefit or hospitality that is connected directly or indirectly to the performance of the Member's duties provided with the Member's knowledge to a Member's Spouse, Child, Parent, grandchild or to a Member's friend or associate is deemed to be a gift to that Member.
- 12.3 Notwithstanding Section 12.1, Members shall be entitled to accept any gifts or benefits in their public capacity in the following circumstances:
- (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) gifts or benefits given in recognition of services provided without compensation by Members volunteering their time;
 - (d) a suitable memento at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by:
 - (i) provincial, regional or local governments or political subdivisions of them,
 - (ii) the federal government,
 - (iii) a foreign government within a foreign country,
 - (iv) Association of Municipalities of Ontario,
 - (v) Local Authority Services,
 - (vi) Municipal Finance Officers' Association of Ontario,
 - (vii) CHUMS Financing Corporation,
 - (viii) ONE Investment, or
 - (ix) a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity;
 - (f) participating in or consuming food and beverages at banquets, receptions, sporting events or similar functions, if:
 - (i) attendance serves a legitimate business purpose, or supports a charitable cause in the community, a board of trade or chamber of commerce;

- (ii) the person extending the invitation or a representative of the organizing entity is in attendance; and
 - (iii) the value is reasonable and the invitations infrequent;
 - (g) gifts of nominal value (e.g. a baseball cap, t-shirt, flash drive, book);
 - (h) any gift or personal benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of her or his duties.
- 12.4 The exceptions set forth in Section 12.3 do not apply where the gifts or benefits are provided by potential administrators, custodians, payment servicers, portfolio managers, investment counsel, bankers, brokers, dealers or other agents as may be required to implement the Investment Plan in accordance with a Participating Municipality's Investment Policy Statement.
- 12.5 In the case of Sections 12.3 (b), (d), (e) and (f) of, if the value of the gift or benefit exceeds \$300, or if the total value of gifts and/or benefits received from any one source during the course of a calendar year exceeds \$300, the Member shall, within thirty (30) days of receipt of the gift or benefit or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement will be a matter of public record. The disclosure statement shall provide the following information:
- (a) the nature of the gift or benefit;
 - (b) its source and date of receipt;
 - (c) the circumstances under which it was given or received;
 - (d) its estimated value;
 - (e) what the Member intends to do with the gift or benefit; and
 - (f) whether the gift or benefit will at any point be left with ONE JIB or ONE Investment.
- 12.6 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether 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. In the event that the Integrity Commissioner makes this

preliminary determination, she or he shall call upon the Member to justify receipt of the gift or benefit.

- 12.7 Should the Integrity Commissioner determine that receipt was inappropriate, she or he may direct the Member to return the gift or benefit, reimburse the donor for the value of the gift or benefit if already consumed, or forfeit the gift or benefit or remit the value of the gift or benefit if already consumed to ONE JIB or ONE Investment.
- 12.8 Except in the cases of Sections 12.3 (a) and (e), a Member may not under any circumstances accept a gift or benefit worth in excess of \$500 or gifts and benefits worth in the aggregate in excess of \$500 from one source during a calendar year.

13.0 COMMUNICATION

- 13.1 Members shall seek to advance the public interest with honesty and refrain from making any statement through any medium (including and without limiting the generality of the foregoing, through any social media platform) to Participating Municipalities, other stakeholder groups, the media or the public unless such statement is authorized by the Chair of ONE JIB or her or his delegate.

14.0 ELECTION ACTIVITY

- 14.1 Members are required to conduct themselves in accordance with elections legislation as may be amended from time to time, and any ONE JIB policies. The use of ONE JIB resources, including property and ONE Investment staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

15.0 INTEGRITY COMMISSIONER'S ADVICE

- 15.1 It is the duty of the Member to seek the Integrity Commissioner's written advice on any potential situation where the Member might reasonably be expected to be in contravention of this Code of Conduct.
- 15.2 Any written advice given to a Member by the Integrity Commissioner binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner and the facts remain unchanged.

16.0 RESPONSIBILITIES

16.1 Members shall:

- (a) consult with the Integrity Commissioner if they need any advice or clarification regarding their obligations under this Code of Conduct; and
- (b) adhere to the provisions of this Code of Conduct and ensure compliance with all applicable legislation as well as all procedures, rules or policies of ONE JIB governing their ethical behaviour.

16.2 The Integrity Commissioner shall:

- (a) investigate complaints related to a Member's alleged contravention of this Code of Conduct;
- (b) provide written advice to Members with respect to their obligations under the Code of Conduct and the *Municipal Conflict of Interest Act*;
- (c) provide educational information about the Code of Conduct and the *Municipal Conflict of Interest Act*; and
- (d) provide such advice and opinions as may be from time to time requested by ONE JIB.

17.0 CONTRAVENTION

17.1 The Integrity Commissioner shall establish a complaint protocol to investigate complaints of contraventions by Members of this Code of Conduct and applications under section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

17.2 Members shall not act in reprisal or threaten reprisal against a person who makes a complaint, files an application or provides information to the Integrity Commissioner during an investigation.

17.3 Members are expected to cooperate with requests for information during investigations relating to the Code of Conduct and the *Municipal Conflict of Interest Act*. Members shall not destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been lodged under the Code of Conduct, the *Municipal Conflict of Interest Act* or any process for complaints adopted by ONE JIB.

- 17.4 Where a report is received from the Integrity Commissioner that there has been a contravention of the Code of Conduct, ONE JIB may impose either of the following penalties on the Member as permitted by the *Act*:
- (a) a reprimand; or
 - (b) a suspension of the remuneration paid to the Member in respect of her or his services on ONE JIB for a period up to 90 days.
- 17.5 ONE JIB may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:
- (a) provide a written or verbal apology;
 - (b) return property or make reimbursement of its value or of money spent;
 - (c) be removed from or not be appointed to the membership on a Committee;
 - (d) be removed from or not be appointed as chair of a Committee; and
 - (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

18.0 COMPLAINT PROTOCOL

- 18.1 The Complaint Protocol is Appendix “A” to this Code of Conduct and applies to Complaints (as defined in Appendix “A”) under this Code of Conduct and the *Municipal Conflict of Interest Act*.

APPENDIX “A”

ONE JOINT INVESTMENT BOARD CODE OF CONDUCT COMPLAINT PROTOCOL

Defined terms used herein, unless the context otherwise requires, have the meanings ascribed to such terms in the Code of Conduct. In the event of a discrepancy or inconsistency between the provisions contained in the Code of Conduct and those contained in this Complaint Protocol, the Code of Conduct shall prevail.

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (g) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe contravenes the Code of Conduct.
3. The Integrity Commissioner may be requested to assist in an attempt to settle or resolve the issue with the Member and the individual but will participate only if both parties have consented.

4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 5.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint ("Complaint") to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
- (a) a Complaint shall be in writing on the prescribed form (Formal Complaint Form # 1 attached hereto) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the Complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Members of ONE JIB may also file a Complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:
- (a) an application (also referred to as a "Complaint" herein) shall be in writing on the prescribed form (Complaint Form #2 attached hereto), dated and signed by an identifiable individual;
 - (b) the application shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the application, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) ONE JIB may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 5(2) to be sworn by a Member of ONE JIB.

- (3) Complainants who file a formal Complaint under Sections 5.(1) or 5(2) must provide a full and complete record of evidence to substantiate or support the allegations set out in the Complaint to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information.

Filing of Complaint and Classification by Integrity Commissioner

- 6.(1) The Complaint may be filed with the Integrity Commissioner by hard copy or by e-mail at the following mailing or email addresses:

John Mascarin
Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Email: jmascarin@airdberlis.com
Tel: 416-865-7721

- (2) The Integrity Commissioner shall initially classify the Complaint to determine if the matter is, on its face, a Complaint with respect to a contravention of the Code of Conduct and not covered by other legislation or other ONE JIB procedures, policies or rules as set out in Section 7 or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

- 7.(1) If the Complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a Complaint with respect to a contravention of the Code of Conduct or the Complaint relates to matters addressed by other legislation under another procedure, policy or rule of ONE JIB or whether it is a Complaint with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the Complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the Complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Secretary to deal with under any access and privacy policies of ONE JIB under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the Complaint appears to fall within the scope of another procedure, policy or rule of ONE JIB, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate official or staff member; and

Lack of Jurisdiction

- (d) if the Complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of ONE JIB as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals, if any, as the Integrity Commissioner considers appropriate.
- (2) If it becomes apparent to the Integrity Commissioner at any time that the Complaint with respect to a contravention of the Code of Conduct or with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the Complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the Complaint is in relation to a similar matter which is subject to an outstanding Complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the Complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the Complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another professional or regulatory body to which the Member may belong), the Integrity Commissioner shall consider the most appropriate forum for the Complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.
- (3) Nothing in Section 7 precludes the Integrity Commissioner from reporting to ONE JIB any matter that is suspended, summarily dismissed, terminated or not otherwise investigated.

Limitation Period

- 8.(1) The Integrity Commissioner shall not accept a Complaint under the Code of Conduct for which the event giving rise to the Complaint occurred or came to the attention of the complainant more than six (6) months prior to the date of the filing of the Complaint. The complainant must establish that the event giving rise to the Complaint occurred and/or came to the complainant's attention within six (6) months of the Complaint being filed in accordance with Section 6.
- (2) The Integrity Commissioner shall not accept an application with respect to an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(7) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 9.(1) The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied at any time, after considering the information contained in the Complaint, that the Complaint:
 - (a) is frivolous or vexatious,
 - (b) is not made in good faith,
 - (c) constitutes an abuse of process,
 - (d) discloses no grounds or insufficient grounds for an investigation,
 - (e) does not warrant a full investigation, or
 - (f) is not otherwise in the public interest,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the Complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member. The Integrity Commissioner shall report the refusal to conduct an investigation to ONE JIB.

Opportunities for Resolution

10. Following receipt and review of a formal Complaint or at any time during an investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 11.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
- (a) provide the Member with a copy of the Complaint but not disclose:
 - (i) the identity of the complainant, or
 - (ii) the identity of any witnesses set out in the Complaint or persons that are to be questioned/interviewed by the Integrity Commissioner,unless it is essential for the Member to adequately respond to the Complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
 - (b) request that the Member provide a written response to the allegations in the Complaint to the Integrity Commissioner within seven (7) days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on ONE JIB's computers and servers, and may enter any ONE JIB work location relevant to the Complaint for the purpose of investigation and potential resolution.
- (3) Preliminary or proposed finding(s) may be provided to a Member if the Integrity Commissioner considers that the Member may have contravened the Code of Conduct.
- (4) The Integrity Commissioner may, but is under no obligation, to provide the Member and the complainant with a draft of the proposed final report on the Complaint.
- (5) The Integrity Commissioner may make interim reports to ONE JIB where the Integrity Commissioner considers it necessary or required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal Complaint investigation, and may also disclose such information as is necessary in the Integrity Commissioner's opinion for the purposes of the interim report(s).
- (6) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to ONE JIB where necessary and as required to address any instances of non-compliance with any decision of ONE JIB including the failure to comply with any penalties or corrective measure or actions imposed by ONE JIB.

- (7) The Integrity Commissioner shall retain all records related to the Complaint and investigation but may provide copies of certain records, in confidence, to ONE JIB's administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 12.(1) Notwithstanding any other provision of this Complaint Protocol, no Complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to ONE JIB during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.
- (2) If the Integrity Commissioner has received a Complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same Complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 13.(1) Subject to Section 13(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any specific matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.
- (4) If a Member under investigation by the Integrity Commissioner requests advice, such request shall be delegated in writing to any person other than a Member that the Integrity Commissioner, in consultation with ONE JIB, considers capable of providing informed advice to the Member.

- (5) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner is entitled to recommend and advocate for penalties to the judge under subsection 9(1) of the *Municipal Conflict of Interest Act*.

Authority to Abridge or Extend

14. Notwithstanding any timeline or time limit set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend any timeline or time limit therein if the Integrity Commissioner considers it, in his or her sole and absolute discretion, to be in the public interest.

Investigation Report

- 15.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any Complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide a brief interim report to ONE JIB and advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the Complaint is sustained in whole or in part, the Integrity Commissioner shall report to ONE JIB outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it is considered appropriate by ONE JIB.
- (4) Where the Complaint is not sustained, the Integrity Commissioner is not obligated to report to ONE JIB on the result of the investigation or any findings but may do so at his or her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any application validly made under Section 5(2).

Findings

- 16.(1) If the Integrity Commissioner determines that:
- (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:

- (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
- (ii) it was trivial,
- (iii) it was committed through inadvertence, or
- (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including, but not limited to, a recommendation of no penalty or remedial measures or corrective actions.

- (2) If the Integrity Commissioner:
 - (a) considers it appropriate, once he or she has concluded the investigation under Section 5(2), he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or
 - (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to ONE JIB providing the reasons for his or her decision under Section 16(2).

Report to ONE JIB

- 17.(1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Secretary shall place the report on the next regular meeting agenda of ONE JIB for consideration by ONE JIB.
- (2) A report from the Integrity Commissioner may also be considered by ONE JIB in advance of its next regular meeting should ONE JIB agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of ONE JIB

- 18. ONE JIB shall consider and make a determination on the Integrity Commissioner's report under Section 17 at the same meeting at which the report is tabled.

Public Disclosure

- 19.(1) The Integrity Commissioner and every person acting under his or her instructions shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the Complaint and investigation although copies may be provided to ONE JIB's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.

- (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to ONE JIB. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner, if consented to by the complainant or any other person, or such information has already been publicly disclosed.
- (4) All reports from the Integrity Commissioner to ONE JIB shall be made available to the public by the Secretary.

Delegation by Integrity Commissioner

- 20. The Integrity Commissioner, in consultation with ONE JIB, may delegate in writing to any person, other than a Member of ONE JIB, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Committees

- 21. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all committees or sub-committees of ONE JIB and their members.

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full address)
and may be contacted at telephone: _____ and email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of Member),

a member of ONE Joint Investment Board has contravened the following section(s) of the Code of Conduct of ONE Joint Investment Board: _____. The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or investigated by ONE Joint Investment Board's Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at)

the _____ of _____ on)

_____ (date))

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

Municipal Conflict of Interest Act – Complaint Form # 2

STATUTORY DECLARATION

I, _____ (first and last name),
of the _____ in the Province of
Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full
address) and may be contacted at telephone: _____ and
email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of Member),
a member of ONE Joint Investment Board, has contravened the following section(s) of the
Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50: _____.

3. I became aware of the facts constituting the alleged contravention not more than six (6)
weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by ONE
Joint Investment Board's Integrity Commissioner and for no other purpose.

DECLARED before me at _____)

the _____ of _____ on _____)

_____ (date) _____)

)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the
Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation



REPORT

To: ONE Joint Investment Board
From: Heather Douglas, WeirFoulds LLP, Counsel
Date: May 19, 2020
Re: ONE JIB Services Agreement
Report: 20-008

1. RECOMMENDATIONS

It is recommended that at its initial meeting on May 19, 2020 ONE JIB formally engage ONE Investment as its agent pursuant to the terms and conditions contained in the Services Agreement in its current form.

A copy of the Services Agreement is attached.

2. SUMMARY

ONE JIB requires certain management, administrative, secretarial and support services in order to carry out its responsibilities to the Participating Municipalities as set out in the ONE JIB Agreement. The Services Agreement sets out the terms and conditions under which ONE Investment will provide the necessary services to ONE JIB.

Pursuant to the Services Agreement, ONE JIB appoints ONE Investment as its primary agent, and ONE JIB authorizes and empowers ONE Investment to direct the day-to-day operations of the prudent investment program, subject to the supervision and overriding authority of ONE JIB.

3. BACKGROUND

The *Municipal Act, 2001* and the regulations made thereunder (collectively, the Municipal Legislation) permit a Joint Investment Board, such as ONE JIB, to authorize an agent to exercise any of its functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function.

The Services Agreement deals exclusively with ONE Investment's obligations as a service provider to ONE JIB. The Participating Municipalities, that are parties to the ONE JIB Agreement (the subject of a separate report), are therefore not parties to the Services Agreement.

4. ANALYSIS

The following are highlights of the Services Agreement. (References to sections and schedules are to the Services Agreement.)

(a) Parties

- ONE JIB and ONE Investment are separate and distinct entities. ONE JIB owes its legal existence to the Municipal Legislation and ONE Investment is a non-share, not-for-profit corporation, formed by LAS and CHUMS

(b) Management Services Provided

- Core function of ONE Investment is to provide the professionals and staff to implement the investment of money and investments of the Participating Municipalities under the control and management of ONE JIB (Sections 2.1 and 2.2)

(c) Compliance with Law, including Securities Legislation

- ONE Investment must comply with applicable legislation, including securities legislation, which effectively means complying with the conditions of the regulatory relief (i.e. OSC Order) which exempts ONE Investment from having to be registered with securities authorities (Definition of “Applicable Securities Law”; Sections 2.4 and 4.1(b))

(d) The Secretary, the CIO and the CCO

- ONE Investment supplies or makes available to ONE JIB the services of a Secretary, Chief Investment Officer and Chief Compliance Officer
- the Secretary is Secretary to ONE JIB. The CIO and CCO are officers of ONE Investment who have reporting obligations to ONE JIB
- CIO and CCO may “engage in open and forthright discussions ...free from fear of reprisal” (Sections 3.1, 3.2 and 3.3)

(e) Preparation of Program Documents

- Staff of ONE Investment prepare initial drafts of program documents, including
 - template investment policies,
 - investment plans,
 - investment reports, and
 - compliance reports

for consideration and review by ONE JIB and others as appropriate (Section 3.4)

(f) Reporting to ONE JIB / Monitoring

- The Municipal Legislation requires reporting by agents such as ONE Investment at least annually or more frequently if necessary or advisable
- ONE JIB is to monitor the performance of ONE Investment so that ONE JIB is satisfied that ONE Investment is meeting its obligations

(g) Standard of Care/ Liability / Indemnification

- Standard of care is “prudent person” standard, consistent with Municipal Legislation, i.e. (i) act honestly and in good faith with a view to the best interests of the Participating Municipalities; and (ii) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances (Section 2.6)
- ONE Investment must meet that standard in order to be indemnified by ONE JIB against third party claims and to be insulated from liability to the Participating Municipalities (Sections 6.1 and 6.2)

(h) Fees and Expenses

- ONE Investment entitled to fees set out in Schedule A to Services Agreement
- ONE JIB recovers fees from Participating Municipalities under ONE JIB Agreement with consent of ONE Investment
- Fees can be set off against, or deducted from, Participating Municipalities’ funds

under ONE JIB control (i.e. pooled funds) (Section 5.1; Schedule A)

(i) **Insurance**

- ONE Investment will maintain E & O insurance consistent with professional firms with similar assets under management (Section 7.2)

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**ONE JOINT INVESTMENT BOARD
SERVICES AGREEMENT**

THIS agreement (the “**Agreement**”) is made as of May 19, 2020.

BETWEEN:

ONE JOINT INVESTMENT BOARD

(hereinafter “**ONE JIB**”)

- and -

ONE INVESTMENT

(hereinafter “**ONE**”)

RECITALS:

- A. The *Municipal Act, 2001* permits municipalities to invest under a prudent investment regime under which control and management of certain monies and investments are given to an investment board or joint investment board.
- B. The Founding Municipalities (as defined herein) have together formed a joint investment board to be known as ONE Joint Investment Board (“**ONE JIB**”).
- C. ONE has been formed as a not-for-profit corporation to supply management, administrative and other services required by ONE JIB in the discharge of ONE JIB’s duties and responsibilities.
- D. Under section 22 of the Regulation (as defined herein), ONE JIB may authorize an agent to exercise any of its functions to the same extent that a prudent investor, acting in accordance with ordinary investment practice, would authorize an agent to exercise any investment function.
- E. ONE JIB wishes to appoint and authorize ONE as its agent to carry out the investment functions as provided herein, subject to and on the terms and conditions herein set out.

NOW THEREFORE, for value received, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 **Definitions.** Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them in the ONE JIB Agreement. In addition, in this Agreement,

“**Act**” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time;

“**Agreement**” means this services agreement and any schedules attached to it from time to time, as it may be amended, supplemented or replaced from time to time;

“**AMO**” means the Association of Municipalities of Ontario, the founder of LAS.

“Applicable Securities Law” means the securities laws and regulations applicable to ONE, ONE JIB, the Portfolios and the ONE Pools from time to time, and includes all policies, directives, rules, consents, approvals, authorizations, guidelines, orders and decisions (including exemptive relief) of securities regulatory authorities having authority or jurisdiction over a person, property, transaction or event;

“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks are open for business in Toronto, Ontario;

“CHUMS” means CHUMS Financing Corporation, an Ontario corporation.

“Eligible Investor” any person eligible to participate in the ONE Legal List Products, or the ONE Prudent Investment Program or other ONE Investment Offerings from time to time, as applicable;

“Founding Municipalities” means the municipalities who have established ONE JIB under section 202 of the Act;

“HISA” means the high interest savings account, a Canadian dollar bank account with a Canadian financial institution, offered to Eligible Investors as part of the ONE Investment Offerings;

“LAS” means Local Authority Services, a not-for-profit corporation.

“MFOA” means the Municipal Finance Officers’ Association of Ontario, and the shareholder of CHUMS.

“Municipal Legislation” means all applicable legislation that applies to the ONE Joint Investment Board including, without limitation, the Act, the *Municipal Conflict of Interest Act*, R.S.O., c. M.50, as amended from time to time, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time, the Regulation and any other applicable regulations made under such Acts, as they may be amended from time to time;

“ONE Investment Offerings” means the suite of products and services to be offered to the municipal sector under the ONE brand and includes the ONE Legal List Products, the ONE Prudent Investment Program, ONE Savings Accounts and such other products and services as may be developed and offered hereafter;

“ONE JIB” means ONE Joint Investment Board, a joint municipal services board established by the Founding Municipalities as a Joint Investment Board pursuant to section 202 of the Act in accordance with Part II of the Regulation, as constituted from time to time;

“ONE JIB Agreement” means the agreement entered into between ONE JIB, the Participating Municipalities and ONE pursuant to which the Participating Municipalities agree to invest their money and investments that are not required immediately through ONE JIB under section 418.1 of the Act;

“ONE Legal List Products” means the various commingled funds that are comprised of securities that are prescribed in the Regulation and are offered to municipalities who invest under section 418 of the Act through the ONE Investment Program;

“ONE Prudent Investment Program” means the program for municipal investment in which a municipality has appointed ONE JIB as such municipality’s Joint Investment Board and has entered into the ONE JIB Agreement;

“ONE Savings Account” means a cash management or savings account, including but not limited to HISA, made available to Eligible Investors, and, for greater certainty, a ONE Savings Account may be a Canadian dollar account or a foreign currency account, provided that the account is with a deposit-taking Canadian financial institution regulated by the Office of the Superintendent of Financial Institutions;

“Participating Municipalities” means municipalities, including the Founding Municipalities, that invest their money and investments that are not required immediately through ONE JIB under section 418.1 of the Act;

“Party” means either of ONE JIB or ONE, as the context requires;

“person” includes any individual, corporation, limited partnership, joint stock company or association, joint venture, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate whether incorporated or not, trustees, executors or other legal representatives, and municipalities, governments, agencies and political subdivisions thereof;

“Regulation” means Ontario Regulation 438/97 entitled “Eligible Investments, Related Financial Agreements and Prudent Investment”, as it may be amended from time to time;

“Term” has the meaning ascribed to it in Section 7.3.

1.2 **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable thereto.

1.3 **Headings.** The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules and the insertion of headings are for convenience of reference only and are not to affect the construction of this Agreement.

1.4 **Number and Gender.** Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

ARTICLE 2 MANAGEMENT SERVICES

2.1 **Services Required for ONE Prudent Investment Program.** ONE JIB hereby appoints ONE as its agent as permitted under section 22 of the Regulation to provide ONE JIB with such management, administrative, secretarial and support services as ONE JIB may require in connection with the provision of the One Prudent Investment Program to Participating Municipalities and other Eligible Investors. ONE is hereby authorized and empowered to direct the day-to-day business, operations and affairs pertaining to the ONE Prudent Investment Program on a continuing basis, subject to the provisions of the Act and the Regulation as amended from time to time. ONE hereby accepts such appointment.

2.2 **Duties and Responsibilities.** In the performance of its duties and responsibilities hereunder, ONE shall at all times and in all material respects, carry out and give effect to the provisions of any

investment policy of a Participating Municipality and the corresponding investment plan. In accordance with Applicable Law, ONE shall provide certain investment advisory services required in the operation of the ONE Prudent Investment Program and shall provide all such services to or on behalf of ONE JIB as described below.

Without limiting its general rights and obligations but subject to the terms and conditions hereof, ONE shall:

- (a) take direction from ONE JIB with respect to the provision of portfolio advisory and investment management services for Participating Municipalities in accordance with the applicable investment policies and investment plans;
- (b) monitor the performance of and evaluate any investment or portfolio advisors appointed by ONE JIB under the ONE Prudent Investment Program and provide such reports thereon to ONE JIB as ONE JIB may reasonably request from time to time;
- (c) provide, or cause to be provided, advice and assistance in connection with the operation of ONE Savings Accounts to be made available as part of the ONE Prudent Investment Program, including but not limited to the HISA;
- (d) monitor the performance of the ONE Savings Accounts and the creditworthiness of the financial institutions providing the ONE Savings Accounts and provide such reports thereon to ONE JIB as ONE JIB may reasonably request from time to time;
- (e) make arrangements for all dealings with the assets under the control and management of ONE JIB under the ONE Prudent Investment Program including execution of all portfolio transactions, selection of markets, dealers or brokers and the negotiation, where applicable, of commissions, subject always to the direction of ONE JIB and, in connection therewith, execute or arrange for execution of all documents evidencing or relating to any portfolio securities;
- (f) arrange for the purchase and sale, exchange, transfer or other disposition of any property or securities held under the ONE Prudent Investment Program and make decisions as to the execution of all portfolio transactions;
- (g) execute all such documents (including all new account, margin and other agreements with brokers or other financial institutions) and perform any and all other acts as may be in its judgment necessary or appropriate, except as otherwise contemplated hereby;
- (h) exercise all rights, powers, options, privileges, including conversion privileges, and other powers incidental to ownership of the securities held under the ONE Prudent Investment Program as may be exercised by any person owning such property or securities in their own right, but subject always to the direction and supervision of ONE JIB;
- (i) determine whether and in what manner to vote, and execute or cause to be executed proxies respecting the voting of, securities held under the ONE Prudent Investment Program at all meetings of holders of such securities, but subject always to the investment policies and any direction from ONE JIB;
- (j) advise ONE JIB promptly of all information which is relevant to the valuation of the portfolio investments, any circumstances of which it is or should be aware which would necessitate an adjustment to a valuation, and any adjustments to the valuation of investments which are subject to a hold period, resale restriction or similar constraint; and
- (k) provide all other incidental or ancillary services required in connection with the investment management of securities held under the ONE Prudent Investment Program.

2.3 **Ancillary Services.** In connection with the investment advisory services set out in section 2.2, ONE JIB may request ONE to provide, and ONE agrees to provide as requested, the following ancillary and supplemental services:

- (a) provide or arrange for all clerical, accounting and administrative functions and maintain or arrange for the maintenance of proper and complete books and records in connection with the provision of the ONE Prudent Investment Program;
- (b) conduct day-to-day relations on behalf of ONE JIB with other persons, including other service providers;
- (c) administer or cause to be administered, the payment of net income or other distributions from securities under the control and management of ONE JIB under the ONE Prudent Investment Program;
- (d) provide, or cause to be provided, statistical and research services relating to the ONE Prudent Investment Program;
- (e) provide, or cause to be provided, services in respect of any or all of the daily operations of the ONE Prudent Investment Program, including the processing of applications for admission, the collection and remittance to the custodian of monies received, and the processing of requests for redemptions or withdrawal or transfer of monies;
- (f) arrange for the provision of such directors and officers liability insurance or other contracts of indemnity for the benefit of ONE JIB and its members as ONE JIB considers to be reasonable;
- (g) provide, or cause to be provided all other administrative and other services and facilities required in relation to Eligible Investors, including the preparation for and holding of meetings of Eligible Investors, and the maintenance of records regarding transactions of Eligible Investors;
- (h) arrange for the preparation, execution and filing of all returns, reports and filings which may be required from time to time by any municipal, provincial, federal or other governmental authority, including, without limitation, the preparation and filings which may be required pursuant to the Income Tax Act (Canada) and Applicable Securities Law; and
- (i) appoint, and negotiate contracts with third party service providers, including but not limited to custodians, administrators, valuation agents, registrar and transfer agents, sub-advisors, auditors, consultants and printers.

2.4 **Conduct of Business.** ONE agrees to comply in all material respects with Applicable Securities Law and the Parties shall work together so that the ONE Prudent Investment Program is at all times in compliance with, in all material respects, the Act, the Regulation, Municipal Legislation and Applicable Securities Law.

2.5 **Regular Reporting to ONE JIB.** Notwithstanding any other provision hereof, ONE shall report at least annually to ONE JIB as to its activities performed as agent of ONE JIB, as required by paragraph 22(2)(b) of the Regulation. Such report may be a summary or compilation of reports delivered to ONE JIB through the year, but in any event shall be such as to enable ONE JIB to monitor ONE's performance as required by subsections 22(3) and (4) of the Regulation.

2.6 **Standard of Care.** In the provision of its management and administrative services hereunder, ONE shall exercise its powers and discharge its duties hereunder honestly, in good faith and with a view to the best interests of the Eligible Investors and shall exercise the degree of care, skill, diligence and judgment that a reasonably prudent person would exercise in the circumstances.

ARTICLE 3 SECRETARIAL AND OTHER PROFESSIONAL SERVICES

3.1 **Services of the Secretary.** ONE shall make available to ONE JIB the services of one or more duly qualified individuals to act as the Secretary of ONE JIB as contemplated in the Terms of Reference which are attached as a schedule to the ONE JIB Agreement.

3.2 **Services of a Chief Investment Officer.** ONE shall engage or employ a duly qualified individual to carry out the functions of a Chief Investment Officer (CIO). The CIO (or individual performing such functions) shall be the most senior officer responsible to oversee investment, and shall advise ONE JIB as to investment objectives of Participating Municipalities as reflected in their investment policies, portfolio structure and asset allocation, selection of portfolio managers and investment mandates and compliance with the Participating Municipalities' investment policies, investment plans and investment mandates. The CIO shall be empowered to report directly to ONE JIB, and to engage in open and forthright discussions with ONE JIB without interference by management of ONE and free of any fear of reprisal by management of ONE.

3.3 **Services of a Chief Compliance Officer.** ONE shall engage or employ a duly qualified individual to carry out the functions of a Chief Compliance Officer (CCO). The CCO (or individual performing such functions) shall be the most senior officer responsible for the design and implementation of the compliance program for ONE and the ONE Investment Offerings. The CCO shall be empowered to report directly to ONE JIB, and to engage in open and forthright discussions with ONE JIB without interference by management of ONE and free of any fear of reprisal by management of ONE.

3.4 **Preparation of Program Documents.** ONE agrees to perform, or cause to be performed, during the term of this Agreement and any renewal thereof the following services:

- (a) preparation of a template investment policy for presentation to and discussion with a Participating Municipality, and updates and modifications as may be appropriate from time to time, as contemplated in the ONE JIB Agreement;
- (b) preparation of an investment plan for each Participating Municipality, and updates and modifications as may be appropriate from time to time, as contemplated in the ONE JIB Agreement;
- (c) preparation of the investment report(s) to be provided to the Council of each Participating Municipality under the terms of the ONE JIB Agreement;
- (d) preparation of the compliance reports to be delivered by ONE JIB to Participating Municipalities under the terms of the ONE JIB Agreement; and
- (e) preparation of such other reports to Participating Municipalities as ONE JIB may reasonably request.

3.5 **Measures for Compliance with Municipal Legislation.** ONE shall ensure that ONE JIB is supplied with all services and supports so that ONE JIB is in compliance with Municipal Legislation. In this regard, ONE shall participate in the process of identifying and making available to ONE JIB an Integrity Commissioner and a Closed Meeting Investigator.

3.6 **Administrative Support Services.** ONE agrees to provide, or cause to be provided, during the term of this Agreement and any renewal thereof the following administrative services:

- (a) office accommodation, office facilities and personnel, internet, telephone, telecommunications and other information technology, communication services, stationery, office supplies, and other usual and ordinary office services as may be required by ONE JIB in the discharge of its duties and responsibilities;

- (b) all administrative and other services and facilities required by ONE JIB in relation to its communications with Participating Municipalities and their representatives, including the preparation for and holding of any meetings with Participating Municipalities;
- (c) such other services as ONE JIB may reasonably require from time to time or as may be necessary to comply with the Municipal Legislation.

3.7 **Personnel.** The services to be provided by ONE hereunder may be furnished through individuals who are (for income tax, employment, benefits and other compensation and similar purposes) employed or engaged by any of ONE, LAS, CHUMS, MFOA or AMO.

3.8 **Fee Collection and Disbursements.** Amounts, if any, payable by any person to ONE JIB may be collected by ONE and ONE JIB shall direct any such payments to be made to ONE. ONE shall be responsible to disburse to the individual members of ONE JIB their remuneration and any reimbursement of expenses to which individual members may be entitled. ONE may operate one or more bank accounts to facilitate such collection and disbursement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 **ONE's Representations, Warranties and Covenants.** ONE represents and warrants to ONE JIB that:

- (a) it is duly incorporated and validly existing as a not-for-profit corporation;
- (b) under Applicable Securities Law, it currently holds such licenses and registrations as are necessary to perform its duties hereunder except to the extent that it is exempt from the requirement to hold and maintain any licenses and registrations and is not aware of any reason such licenses or registrations might be cancelled or any exemption revoked;
- (c) it has the corporate power and capacity to enter into this Agreement and to perform its duties and obligations hereunder;
- (d) this Agreement has been duly authorized, executed and delivered by ONE and is a valid and binding obligation, enforceable against ONE in accordance with its terms;
- (e) ONE employs or engages appropriately qualified personnel and consultants so as to be able to perform its obligations hereunder;
- (f) ONE will obtain and maintain appropriate policies of insurance consistent with policies and coverages maintained by an investment manager; and
- (g) ONE will provide prompt notice to ONE JIB if any of the foregoing representations and warranties are not true and accurate in any material respect.

4.2 **ONE JIB's Representations, Warranties and Covenants.** ONE JIB represents and warrants to ONE that:

- (a) it is a duly constituted joint municipal service board and a local board of each Participating Municipality under Municipal Legislation;
- (b) under Applicable Securities Law, it currently holds such licenses and registrations as are necessary to perform its duties as a Joint Investment Board except to the extent that it is exempt from the requirement to hold and maintain any licenses and registrations and is not aware of any reason such licenses or registrations might be cancelled or any exemption revoked;

- (c) it has the corporate power and capacity to enter into this Agreement and to perform its duties and obligations hereunder; and
- (d) this Agreement has been duly authorized, executed and delivered by ONE JIB and is a valid and binding obligation, enforceable against ONE JIB in accordance with its terms.

ARTICLE 5 FEES AND EXPENSES

5.1 **Fees and Expenses.** In consideration of the services provided hereunder, ONE shall be entitled to fees as set out in Schedule A hereto. Any fees and expenses to be charged to, or recovered from, Participating Municipalities under the ONE JIB Agreement must receive the prior consent of ONE. Such fees and expense may be set off against or deducted from monies belonging to the Participating Municipalities over which ONE JIB has management and control.

ARTICLE 6 LIMITATION OF LIABILITY AND INDEMNITY

6.1 **Indemnification of ONE.** ONE and ONE JIB agree that ONE, its officers, directors, agents and employees (each a “**Indemnified Party**”) shall at all times be entitled to be indemnified and saved harmless from and out of the assets under the control and management of ONE JIB under the ONE Prudent Investment Program, from and against all actions, proceedings, claims, costs, demands and expenses (including legal fees and expenses on a full indemnity basis, judgments and amounts paid in settlement), brought, commenced or prosecuted against any Indemnified Party for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of ONE’s duties under this Agreement, provided such action or inaction was done in a manner consistent with the standard of care set out in Section 2.6 of this Agreement. Without limiting the generality of the foregoing no Indemnified Party shall be liable for any taxes, assessments or other governmental charges levied with respect to the Portfolios or any part thereof or upon the income thereof or of any Eligible Investor.

6.2 **Limitation of Liability.** No Indemnified Party shall be liable to ONE JIB, any Eligible Investor or any other person for any loss or damage relating to any matter regarding the operation of the ONE Prudent Investment Program, including any loss or diminution in the value of the assets if the Indemnified Party has acted in a manner consistent with the standard of care set out in Section 2.6 of this Agreement.

ARTICLE 7 GENERAL

7.1 Notice.

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or email to the recipient addressed as follows:

To ONE:

200 University Avenue, Suite 801
Toronto ON M5H 3C6

Attention: Co-President / CEO

To ONE JIB:

200 University Avenue, Suite 801
Toronto ON M5H 3C6

Attention: The Secretary

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 7.1.

- (b) Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Business Day, on the next following Business Day) or, if mailed, on the second Business Day following the day on which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail.

7.2 **Insurance.** ONE shall obtain and maintain errors and omissions insurance in amounts and on terms consistent with those held by a portfolio manager or investment fund manager with similar assets under management.

7.3 **Term.** This Agreement shall continue in force until the earlier of (i) dissolution of ONE JIB; and (ii) termination by mutual agreement of the Parties.

7.4 **Action on Termination.** ONE JIB acknowledges that the goodwill attached to the name and brand “ONE” belongs to ONE and to CHUMS and LAS as the founders of ONE. Upon termination of this Agreement, ONE JIB shall immediately change its name to remove the distinctive element “ONE”, cease all use of the ONE design, and shall immediately cease to identify or to associate itself with ONE Investment.

7.5 **Relationship of Parties.** The execution of this Agreement and any other arrangements with respect to the ONE Prudent Investment Program are not intended to create and shall not be treated as having created a general or limited partnership, joint venture, corporation, joint stock company, investment trust or mutual fund.

7.6 **Assignment.** Neither Party may assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the other Party.

7.7 **Further Assurances.** Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that the other Party may reasonably require.

7.8 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective administrators, trustees, receivers, directors, officers, successors and permitted assigns.

7.9 **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior correspondence, agreements, discussions and understandings, whether written or oral.

7.10 **Waiver.** A waiver of any provision of this Agreement shall not constitute either a waiver of any other provision or a continuing waiver, unless otherwise expressly indicated in writing. Failure or delay in enforcing any right under this Agreement shall not be deemed a waiver of such right.

7.11 **Amendment.** This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by the Parties.

7.12 **Time of the Essence.** Time is of the essence of this Agreement.

7.13 **Counterparts.** This Agreement may be executed in counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

7.14 **Electronic Signatures.** This Agreement may be executed by the Parties electronically in accordance with the *Electronic Commerce Act*, 2000, S.O. 2000, c.17.

[signature page immediately follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

ONE JOINT INVESTMENT BOARD

Per _____, Chair

Per _____
 Denis Kelly, Secretary

ONE INVESTMENT

Per _____
Judy Dezell, Co-President / CEO

Per _____
Donna Herridge, Co-President / CEO

SCHEDULE A FEES AND EXPENSES

Unless otherwise defined in this Schedule A, defined Terms used in this Schedule A have the meanings ascribed to them in the ONE JIB Agreement.

Approach to Fees and Expenses

As a not-for-profit entity, ONE Investment structures fees so as to recover its operating costs and set aside appropriate reserves for future investment. Neither ONE JIB nor ONE Investment will charge fees directly to Participating Municipalities. By entering into the ONE JIB Agreement, a Participating Municipality agrees that the Managed Assets (subject to exceptions as set out in the Participating Municipality's IPS and Investment Plan) will be invested in ONE Investment Pools as selected by ONE JIB on the advice and recommendation of ONE Investment and as set out in the Participating Municipality's IPS and Investment Plan.

The ONE Investment Pools will be subject to management fees and other expenses, which are described in the ONE JIB Agreement and in particular in Schedule D to the ONE JIB Agreement, "Fees and Expenses". Except for taxes, ONE Investment expects to bundle such fees and expenses into a single fee, where the rate of such fee will differ depending on the ONE Investment Pool. ONE Investment fees are approved by the ONE Investment Board and are reviewed, at least annually. The details of the fee structure will be publically available.

Amounts Payable under Services Agreement

There are no fees directly payable by ONE JIB to ONE Investment for the provision of services under the Services Agreement. As described above, ONE Investment recovers its costs through fees charged for products and services provided to Participating Municipalities.

Any out-of-pocket expenses incurred by ONE Investment on behalf of ONE JIB in connection with the provision of services under the Services Agreement which are not included in management fees charged to the ONE Investment Pools will be recoverable as expenses of the applicable ONE Investment Pool, or from Participating Municipalities, as may be appropriate in the circumstances.



REPORT

To: ONE Joint Investment Board
From: Judy Dezell and Donna Herridge, Co-Presidents/CEOs
Date: May 19, 2020
Re: ONE JIB Schedule of Meetings
Report: 20-009

1. RECOMMENDATIONS

Posted below are the 2020 & 2021 ONE Joint Investment Board Dates. A calendar invite has been sent to everyone.

2. SUMMARY

2020:

May 19
May 20
June 23
July 14
August 26
September 16
October 20
November 18
December 15

2021:

January 12
March 10
May 11
July 14
September 14
November 17

Drafted by: Susan Weiss

Approved for submission by: Judy Dezell, Co-President/CEO