



THE CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 14-4782

A by-law to appoint a Closed Meeting Investigator

WHEREAS effective January 1, 2009, Section 239.1 of the *Municipal Act, 2001*, as amended permits a person to request an investigation of whether a municipality or local board has complied with Section 239 of the *Municipal Act 2001*, as amended, 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 WHEREAS the *Municipal Act, 2011*, s. 239.2 authorizes a municipality to appoint a meeting investigator who has the function to investigate in an independent manner;

AND WHEREAS Council of the Corporation of the County of Oxford has retained Gregory F. Stewart to provide a Closed Meeting Investigator Service to the County of Oxford and members of municipalities who wish to participate;

AND WHEREAS Council deems it expedient to pass a by-law to appoint Gregory F. Stewart, as the Closed Meeting Investigator for the Corporation of the Town of Ingersoll;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF INGERSOLL ENACTS AS FOLLOWS:

- 1) That pursuant to Sections 9, 10, 11 and 239.2 of the *Municipal Act, 2001*, as amended, Council hereby appoints Gregory F. Stewart as the Closed Meeting Investigator for the Corporation of the Town of Ingersoll in accordance with the terms and conditions of the agreement between The County of Oxford, The Corporation of the Town of Blandford-Blenheim, The Corporation of the Township of East Zorra-Tavistock, The Corporation of the Township of South-West Oxford, The Corporation of the Township of Norwich and Gregory F. Stewart.
- 2) That the appointment shall be for a term of four years commencing the 1st day of January 2015 and ending on the 31st day of December 2018, in accordance with the terms and conditions of the agreement attached to this by-law as Schedule "A".
- 3) That every request for an investigation shall be in accordance with the policies and processes that may be established by Council from time to time.
- 4) That this By-law shall come into force and take effect on the day of passing.

READ a first and second time in Open Council this 8th day of December 2014.

READ a third time and passed in Open Council this 8th day of December 2014.


Edward (Ted) Comiskey, Mayor


Michael Graves, Clerk

Municipal Meeting Investigator Agreement

This Agreement dated this 1st day of January, 2015

B E T W E E N:

The County of Oxford, The Corporation of the Township of Blandford-Blenheim, The Corporation of the Township of East Zorra-Tavistock, The Corporation of the Town of Ingersoll, The Corporation of the Township of Norwich and The Corporation of the Township of South-West Oxford

(hereinafter referred to as the "Municipalities")

- and -

Gregory F. Stewart

(hereinafter referred to as the "Independent Investigator")

WHEREAS section 239.2 of the *Municipal Act*, S.O. 2001, c.25 (the "Act") authorizes a Municipality to appoint an investigator to investigate in an independent manner any complaint as to whether the Municipality has complied with the Act or a Municipal procedural by-law in respect of a meeting (or part of a meeting) that was closed to the public;

AND WHEREAS the investigation of the relevant municipality or local board must be undertaken by an Investigator appointed by the municipality pursuant to Sections 9, 10, 11 and 239.2 of the Act or by an Ombudsman appointed pursuant to the *Ombudsman Act* if the municipality has not appointed an Investigator under the Act;

AND WHEREAS each of the Municipalities deems it desirable to appoint Gregory F. Stewart as the Investigator to investigate all requests received by each of the Municipalities after January 1, 2015 pursuant to the Act respecting any meeting of the Councils of the Municipalities, a local board or a committee of any of them;

AND WHEREAS the Independent Investigator has the skills and ability and is interested in acting as the Investigator for the Municipalities on the terms and conditions set out in this Agreement;

NOW THEREFORE, the parties agree as follows:

1.0 Appointment

1.1 Pursuant to the Act, the Municipalities each hereby appoint Gregory F. Stewart to provide the Investigator services, in accordance with the Act, for all requests for an investigation of the Council and Committees of the Municipalities and the Local Boards and/or their Committees. For the purposes of this Agreement, "committee" and "local board" shall have the meaning as defined Section 238 of the Act.

1.2 The Municipalities each hereby grant to the Independent Investigator those powers and duties outlined in Section 239.2 of the Act.

1.3 The Municipality that is the subject of an investigation shall provide to the Independent Investigator the following documents for the Municipality and for the Local Boards where applicable:

- 1.3.1 A certified copy of the municipal procedure by-law;
- 1.3.2 A certified copy of the municipal notice by-law, and;
- 1.3.3 A listing of the applicable Boards and Committees subject to this Agreement.

2.0 Services and Process

2.1 Every request for an investigation by a person shall include all of the following:

- 2.1.1 Be directed to the Clerk of the Municipality;
- 2.1.2 Be in writing;
- 2.1.3 Include the reasons for the request;
- 2.1.4 Be signed; and
- 2.1.5 Include an address and telephone number of the person making the request.

2.2 Upon receipt of a request for an investigation regarding a Meeting, it is agreed that the Clerk of the Municipality to be investigated shall forthwith forward the following documents to the Independent Investigator as appropriate.

- 2.2.1 The original request for an investigation;
- 2.2.2 A certified copy of the agenda with all relevant attachments relating to the Meeting;
- 2.2.3 A certified copy of the minutes of the Meeting;
- 2.2.4 A contact list for all members of the Council/Board/Committee for which the request is made and for all persons present at the Meeting;

- 2.2.5 Such other information or documentation that the Clerk of the Municipality deems relevant; and
- 2.2.6 Such other information or documentation that the Independent Investigator may from time to time deem relevant to the investigation.

2.3 Duties of the Independent Investigator shall be:

- 2.3.1 To conduct investigations from time to time as requested by the Municipalities upon receipt of a complaint in respect of meetings or part of meetings that are closed to the public to determine compliance with the Act;
- 2.3.2 To report in writing on such investigations to the Council of the requesting Municipality;
- 2.3.3 To proceed without undue delay and with due diligence to investigate a complaint and to consider time to be of the essence with any and all investigations;
- 2.3.4 To proceed to investigate a complaint independently of the Municipality and impartially;
- 2.3.5 To hear or obtain information from such persons as the Independent Investigator sees fit;
- 2.3.6 To preserve the confidentiality of all matters of the investigation that require secrecy save and except disclosure of such matters as in the Independent Investigator's opinion ought to be disclosed in order to establish grounds for report conclusions and/or recommendations;
- 2.3.7 If at any time during the course of an investigation it appears to the Investigator that there may be sufficient grounds for a report or recommendation that may adversely affect a municipality, a local board or any other individual person, the Investigator shall give him or her an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel;
- 2.3.8 To include in the written report whether the meeting (or portion thereof) in question was closed to the public contrary to the Act or Municipal Procedure by-law and to make appropriate recommendations to the Municipality in this regard and;
- 2.3.9 To dismiss a complaint deemed to be vexatious and prepare a report to this effect; and
- 2.4 Upon receipt by the Municipal Council/Committee/Local Board, the report of the Independent Investigator shall be a public record.

3.0 Fees

- 3.1 The Municipalities agree to pay fees and expenses of the Independent Investigator at a rate of \$250.00 per hour plus applicable taxes during such time as the Independent Investigator is performing the duties as described in this

Agreement. The Independent Investigator agrees such rate shall be charged only for such time that the Investigator is actively investigating a complaint and preparing and presenting the report with respect hereto.

- 3.2 The Independent Investigator shall be entitled to be reimbursed for mileage and other reasonable receipted expenses related to these duties. The Independent Investigator shall submit his invoice to the Municipality that is the subject of the investigation.

4.0 Term of the Agreement

- 4.1 The term of this Agreement is for a fixed four (4) year term commencing the first day of January, 2015 and ending on December 31, 2018 and be renewable.
- 4.2 The Independent Investigator shall provide the Municipality with a minimum of thirty (30) days notice prior to the end of the Agreement if the Investigator does not agree to renew the Agreement if such renewal were to be available.

5.0 Termination

- 5.1 This Agreement may be terminated by either Party on ninety (90) days written notice to the other Party, provided that any investigations commenced prior to the termination date shall be completed pursuant to this Agreement and the appointing by-law and all related fees shall be paid as set out in the Agreement.

6.0 Counterparts

- 6.1 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement.

THE COUNTY OF OXFORD

Warden

Clerk
We have authority to bind the County.

**THE CORPORATION OF THE
TOWNSHIP OF
BLANDFORD-BLENHEIM**

Mayor

Clerk
We have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWNSHIP OF EAST
ZORRA-TAVISTOCK**

Mayor

Clerk
We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWN
OF INGERSOLL**

Mayor

Clerk
We have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWNSHIP OF NORWICH**

Mayor

Clerk
We have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH-WEST
OXFORD**

Mayor

Clerk
We have authority to bind the Corporation.

**DONNELLY MURPHY LAWYERS
PROFESSIONAL CORPORATION**

Gregory F. Stewart