

Municipal Meeting Investigator Agreement

This Agreement dated this 11th day of February, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG
(hereinafter referred to as the "Town")

- 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 Town to appoint an investigator to investigate in an independent manner any complaint as to whether the Town 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 Town or local board must be undertaken by an Investigator appointed by the Town pursuant to Sections 9, 10, 11 and 239.2 of the Act or by an Ombudsman appointed pursuant to the *Ombudsman Act* if the Town has not appointed an Investigator under the Act;

AND WHEREAS the Town deems it desirable to appoint Gregory F. Stewart as the Investigator to investigate all requests received by the Town after January 1, 2019 pursuant to the Act respecting any meeting of the Council of the Town, a local board or a committee of Council;

AND WHEREAS the Independent Investigator has the skills and ability and is interested in acting as the Investigator for the Town 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 Town hereby appoints 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 Town 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 Town hereby grants to the Independent Investigator those powers and duties outlined in Section 239.2 of the Act.
- 1.3 The Town, when subject of an investigation shall provide to the Independent Investigator the following documents for the Town 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 Town;
 - 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 Town 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 Town 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 Town 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 Town;
 - 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 Town 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 the Town, 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 Town in this regard and;
- 2.3.9 To dismiss a complaint deemed to be vexatious and prepare a report to this effect; and
- 2.3.10 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 Town agrees 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.
- 3.2 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.
- 3.3 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 Town.

4.0 Term of the Agreement

- 4.1 The term of this Agreement is for a fixed five (5) year term commencing the January 1, 2019, and may be renewed by agreement of the parties.
- 4.2 The Independent Investigator shall provide the Town 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 sixty (60) 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.

IN WITNESS WHEREOF the Parties have executed this Agreement.

**THE CORPORATION OF THE TOWN
OF TILLSONBURG**

Per: _____
Stephen Molnar, Mayor

Per: _____
Donna Wilson, Town Clerk
We have authority to bind the
Corporation.



GREGORY F. STEWART