THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2008-05

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF NORTH BAY APPOINTING LOCAL AUTHORITY SERVICES LIMITED AS THE INVESTIGATOR PURSUANT TO SECTIONS 8, 9, 10 AND 239.1 OF THE MUNICIPAL ACT, 2001, AS AMENDED

WHEREAS effective January 1, 2008, 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 Council deems it desirable to appoint Local Authority Services Limited (LAS) as the investigator to investigate all requests on behalf of the Municipality and its Local Boards for a two year term commencing January 1, 2008;

AND WHEREAS the Council passed Resolution 2007-665 at its Meeting held Tuesday, October 9, 2007, authorizing that the City of North Bay enter into an Investigator Services Agreement with LAS for the provision of closed meeting investigation services;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS;

- 1. That pursuant to sections 8, 9, 10 and 239.2 of the *Municipal Act, 2001*, as amended, (the "Act") Council hereby appoints LAS as the independent Investigator to investigate in accordance with the legislation all requests for an investigation of the Council and Committees of the Municipality and the Local Boards and their Committees of the Municipality. For the purposes of this By-law "committee" and "local board" shall have the meaning as defined in section 238 of the Act.
- 2. The appointment shall be for an initial term of two years commencing the first day of January, 2008 and ending on December 31, 2009 and may be renewed for subsequent two year terms.
- 3. LAS and its delegate shall, in carrying our the functions of the investigator, have regard to, among other matters, the importance of the Investigator's credibility, the independence, impartiality and confidentiality with respect to the investigative process.
- 4. The Investigator or the delegate may hear or obtain information from such persons as the Investigator or the delegate thinks fit, and may make such inquiries as the Investigator or the delegate thinks fit and it is not necessary for the Investigator or the delegate to hold any hearing.
- 5. Subject to section 6, no person is entitled as of right to be heard by the Investigator or the delegate.
- 6. If at any time during the course of the investigation it appears to the Investigator or the delegate that there may be sufficient grounds for a report or recommendation that may adversely affect the municipality, a Local Board or any other person, the Investigator or the delegate shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.
- 7. After conducting an investigation, the Investigator or the delegate shall report to the municipality or in the case of a Local Board, to the Local Board and the Municipality. The report shall include an opinion and reasons for it and may make such recommendations as the Investigator or the delegate thinks fit. The report shall be included on the next agenda of the Council or in the case of a

Local Board, the Council and the Local Board agendas, immediately following receipt of the report.

- 8. Every request for an investigation by a person shall include all of the following:
 - a) be directed to the Clerk,
 - b) be in writing,
 - c) include reasons for the request,
 - d) be signed, and
 - e) include an address and telephone number of the person making the request.
- 9. An Agreement between the municipality and LAS for investigative services as shown on Schedule "A" attached hereto is hereby approved and the Head of Council and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
- 10. This By-law shall come into force and take effect immediately upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS 7TH DAY OF JANUARY, 2008.

READ A SECOND TIME IN OPEN COUNCIL THIS 7TH DAY OF JANUARY, 2008.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 7^{TH} DAY OF JANUARY, 2008.

MAYOR VIC FEDEN

<u>| Ut | U | LOW 0.0</u> CITY CLERK CATHERINE CONRAD

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INVESTIGATOR SERVICES AGREEMENT

This Agreement made this ______ day of _______, 2007

BETWEEN

The Corporation of the City of North Bay (the "Municipality")

-and-

Local Authority Services Limited ("LAS")

(each a "Party" and together the "Parties")

RECITALS

WHEREAS effective January 1, 2008, Section 239.1 of the *Municipal Act, 2001*, as amended (the "Act"), will permit 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 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 the Municipality deems it desirable that all requests for an investigation be undertaken in the public interest by an appointed independent and impartial investigator (the "Investigator");

AND WHEREAS the Municipality deems it desirable to appoint LAS as the Investigator to investigate all requests received by the Municipality after January 1, 2008 pursuant to the Act respecting any meeting of the Municipality's council, a local board, or a committee of either of them;

AND WHEREAS LAS is dedicated to providing services to Ontario municipalities, and is interested in acting as the Investigator for the Municipality 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:

Appointment

- 1. Pursuant to the Act, the Municipality hereby appoints LAS to provide the Investigator Services in accordance with the Act, for all requests for an investigation of the Council and Committees of the Municipality and, the Local Boards, and/or their Committees. For the purposes of this Agreement, "committee" and "local board" shall have the meaning as defined in Section 238 of the Act.
- 2. Within thirty (30) days of the execution of this Agreement, the Municipality hereby agrees to provide to LAS or its delegate a list of all of the Local Boards and Committees to whom this Agreement applies. The Municipality further agrees to give notice in writing of this Agreement and the appointing by-law to each of the Local Boards and/or Committees affected by this Agreement

Powers

- 3. The Municipality hereby grants to LAS those powers and duties outlined in Section 239.2 of the Act, and as set out in Schedule "A" to this Agreement.
- 4. LAS agrees to undertake timely, impartial, and independent investigations and they shall be confidential as required by Section 239.2(5)(b) of the Act.
- 5. The Parties agree not to disclose any confidential information related to the Services to any party (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.

Delegation

6. The Parties acknowledge and agree that LAS, pursuant to Section 239.2(6) of the Act, may delegate all of its powers and duties as Investigator to a third party (the "Delegate"). Any and all rights and obligations of LAS under this Agreement shall also be assigned to the Delegate accordingly. LAS agrees to promptly notify the Municipality of the name of the Delegate.

- 7. The Parties agree to indemnify and save harmless each other from and against all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with any breach of any representation, warranty, covenant or any provision under this Agreement, provided that the Party not at fault gives prompt written notice of any such losses or claims to the other Party.
- Notwithstanding Section 7, no Party shall be responsible for any liability in respect of a third-party claim arising under this Agreement due to the wilful misconduct, gross negligence, or bad faith of the other Party.
- 9. LAS shall not be liable under this Agreement for any consequential, special, or indirect damages whatsoever and the maximum aggregate amount of indemnification payable by LAS under this Agreement for any reason whatsoever shall not exceed the Fees.

Process

- 10. Upon receipt of a request for an investigation regarding the Meeting, it is agreed that the Clerk of the Municipality shall forthwith forward the following documents to LAS or the Delegate, as appropriate:
 - 1) The original request for an investigation;
 - 2) A certified copy of the municipal procedure by-law and, if applicable, the procedure by-law for the Local Board;
 - 3) A certified copy of the municipal notice by-law and, if applicable, the notice by-law for the Local Board;
 - 4) A certified copy of the agenda with all relevant attachments relating to the Meeting;
 - 5) A certified copy of the notice given for the Meeting;
 - 6) A certified copy of the minutes of the Meeting;
 - 7) A contact list for all members of the Council, Local Board or Committee for which the request is made and for all persons present at the Meeting;
 - 8) Such other information or documentation that the Clerk of the Municipality deems relevant; and
 - 9) Such other information or documentation that LAS or the Delegate may from time to time deem relevant to the investigation.

Fees

- 11. The Municipality agrees to pay fees and expenses of LAS or the Delegate for the Services (the "Fees"):
 - 1) A retainer fee of Six Hundred Dollars (\$600) per term plus applicable taxes, payable upon execution of this Agreement;
 - A daily investigation fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) plus all applicable taxes;

- A day consists of eight (8) working hours;
- ii) Daily investigation fees will be billed in hourly increments where appropriate
- 3) All legal fees incurred by LAS or the Delegate arising out of a claim made by a third-party regarding this Agreement; and
- 4) All reasonable expenses incurred during the course of providing the Services, including but not limited to any costs associated with transportation expenses, meals, report preparation including translation costs where appropriate, and out-of-pocket administrative costs.
- 12. The investigation fee shall be billed by LAS or its Delegate, as appropriate.
- 13. The retainer fee shall be billed by LAS.
- 14. Any investigation fee submitted by the Delegate shall be deemed to be a debt owed to both LAS and the Delegate until paid in full.

Additional Services Provided by LAS or the Delegate

- 15. LAS agrees to create and maintain, or cause the Delegate to create and maintain, a password protected website to which the Municipality shall have access during the Term. The website will include the following features:
 - a. Information and updates on closed meeting procedures;
 - b. The panel of personnel hired by LAS or the Delegate to fulfill the Services, including experience; and
 - c. Access to all reports made by LAS or the Delegate.
- 16. Upon execution of this Agreement by the Parties, LAS agrees to provide the Municipality with an information package including but not limited to: an appointing by-law, educational materials, etc.

Term

17. The term of this Agreement shall be two (2) years commencing on the first day of January 2008, or any later day as agreed upon by the Parties, and ending on December 31, 2009 (the "Term").

Renewal

18. Subject to Section 17 herein, this Agreement shall automatically renew from year to year unless and until terminated by either Party upon one hundred and twenty (120) days prior written notice on the same terms and conditions contained herein except that the retainer fee and investigation fee may be adjusted by LAS, in its sole discretion, acting reasonably. LAS agrees to invoice the Municipality for the retainer fee related to the renewal period at least one hundred and twenty (120) days prior to the commencement of the renewal term and the Municipality agrees

to pay such invoice at least thirty (30) days prior to the commencement of the renewal term.

Termination

19. 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 herein.

Dispute Resolution

- 20. 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 this Article.
- 21. 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.
- 22. 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.

Miscellaneous

- All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 24. 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.
- 25. 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.

- 26. 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.
- 27. Each of the Municipality and LAS shall from time to time execute any and all documents and perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.
- 28. Time shall be of the essence of this Agreement.
- 29. The Municipality and LAS are not and shall not be deemed to be partners or joint venturers with one another and nothing herein shall be construed so as to impose any liability as such on any of them. The Municipality agrees that LAS 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 LAS of such obligations.
- 30. 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 herein.
- 31. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below.:

To Municipality: 200 McIntyre St. E. North Bay, ON P1B 8H8

Facsimile Number: (705) 495-4353

To LAS: 200 University Avenue, Suite 801 Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191

All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either

Party may at any time by notice in writing to the other change its address for service of notice.

32. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.

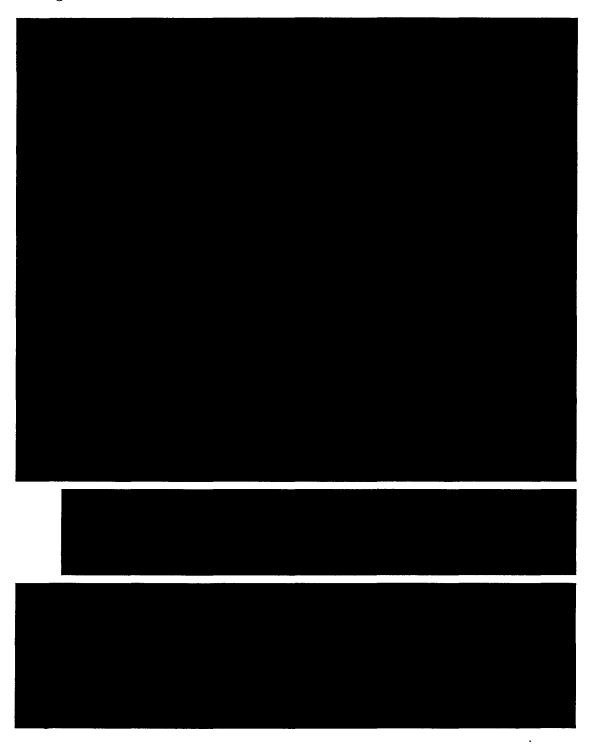
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The Corporation of the City of North Bay and LAS have respectively executed and delivered this Agreement as of the date first set out above.

he Cor	poration of the City of North B
Mayor	·
Clerk	
I have	authority to bind the corporation
Local	Authority Services Limited
	Plumridge lent & Secretary Treasurer
I have	authority to bind the corporation

SCHEDULE "A"

The following are the relevant statutory authorities enacted at the time of execution of this Agreement: $\frac{1}{2}$





Ombudsman

223.13

Powers paramount

(6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question. 2006, c. 32, Sched. A, s. 98

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private. 2006, c. 32, Sched. A, s. 98.

Opportunity to make representations

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an

opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel. 2006, c. 32, Sched. A, s. 98.

Application of Ombudsman Act

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to "any governmental organization", "the *Freedom of Information and Protection of Privacy Act*" and "the *Public Service Act*" are deemed to be references to "the municipality, a local board or a municipally-controlled corporation", "the *Municipal Freedom of Information and Protection of Privacy Act*" and "this Act", respectively. 2006, c. 32, Sched. A, s. 98.



Duty of confidentiality

223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman 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.

Disclosure

(2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman's opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations. 2006, c. 32, Sched. A, s. 98.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act.* 2006, c. 32, Sched. A, s. 98.

D

No review, etc.

<u>223.16</u> No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court. 2006, c. 32, Sched. A, s. 98.

Testimony

<u>223.17 (1)</u> The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a

judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court. 2006, c. 32, Sched. A, s. 98.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure. 2006, c. 32, Sched. A, s. 98.

Ombudsman Act, R.S.O. 1990, CHAPTER 0.6

Evidence

19. (1) The Ombudsman may from time to time require any officer, employee or member of any governmental organization who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman's opinion relate to any such matter and which may be in the possession or under the control of that person. R.S.O. 1990, c. O.6, s. 19 (1).

Examination under oath

- (2) The Ombudsman may summon before him or her and examine on oath,
- (a) any complainant;
- (b) any person who is an officer or employee or member of any governmental organization and who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1); or
- (c) any other person who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1),

and for that purpose may administer an oath. R.S.O. 1990, c. O.6, s. 19 (2).

Secrecy

(3) Subject to subsection (4), no person who is bound by the provisions of any Act, other than the *Public Service Act*, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure. R.S.O. 1990, c. O.6, s. 19 (3).

Providing personal information despite privacy Acts

(3.1) A person who is subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004* is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2). 2004, c. 3, Sched. A, s. 94.

Idem

(4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement. R.S.O. 1990, c. O.6, s. 19 (4).

Privileges

(5) Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court. R.S.O. 1990, c. O.6, s. 19 (5).

Protection

(6) Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person. R.S.O. 1990, c. O.6, s. 19 (6).

Right to object to answer

(7) A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the *Canada Evidence Act.* R.S.O. 1990, c. O.6, s. 19 (7).

Prosecution

(8) No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section. R.S.O. 1990, c. O.6, s. 19 (8).

Fees

(9) Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly. R.S.O. 1990, c. O.6, s. 19 (9); 2006, c. 19, Sched. C, s. 1 (1).



801 - 200 University Avenue, Toronto, ON M5H 3C6 416 971-9856 | Fax: 416 971-6191 www.las.on.ca | info@las.on.ca

December 12, 2007

The Corporation of the City of North Bay PO Box 360 NORTH BAY, ON P1B 8H8

Attention: Mayor & Members of Council

Dear Mayor Fedeli & Members of Council:

RE: Additional provisions applicable to the LAS Investigator Services Agreement

The purpose of this letter is to clarify certain provisions of the LAS Investigator Services Agreement (the "Agreement") and, in consideration of the parties entering into said LAS Investigator Services Agreement, to add additional terms and conditions to the Agreement, by way of this letter, which both Local Authority Services Limited ("LAS") and the municipality agree will be binding on both parties. The following are the additional provisions which the parties have agreed to.

Solicitor/Client Privilege

The Parties acknowledge that privileged information, including solicitor/client privileged legal advice and opinion and litigation privileged information may be disclosed amongst the Parties during the performance of this Agreement ("Privileged Information"). The Parties agree that the Privileged Information is disclosed for the sole purpose of conducting an investigation pursuant to Section 239.1 of the Act and is not disclosed with the intent to extend such waiver for any other purpose. LAS will cooperate with the Municipality to prevent the disclosure of the Privileged Information.

Administration of Complaints

All requests for investigations of closed meetings will be made directly to the Clerk of the municipality (unless otherwise notified by the municipality) at which time same will be reviewed to ensure that all required materials are provided and any applicable fees are collected.

Completed Investigation Request forms will be forwarded to Amberley Gavel Ltd. ("Amberley Gavel") at the address provided in the enrolment materials together with any supporting materials provided by the Complainant and the required materials as listed in Section 8 of the Agreement.

In the event that a request for an investigation is received directly by LAS or Amberley Gavel, LAS or Amberley Gavel will ensure that the request meets the following basic requirements:

- That it is in writing
- That the person making the request is properly identified
- That any fees (if applicable) have been paid to the municipality

Amberley Gavel will notify the municipality in writing of all received complaints, and will refuse to further consider any requests which fail to meet the above requirements.

In the event that a municipality should decide to charge a fee for Closed Meeting Investigation Requests, they will provide LAS with notice of same together with the amount of the fee.

Fees and Disbursements

LAS and Amberley Gavel will be bound by the Amberley Gavel Review Officer Expense Guidelines 2007, which provides among other things for the invoicing of reasonable actual expenditures incurred by the delegate as a result of any investigation.

The Corporation of the City of North Bay
Mayor - Victor Fedeli
Clerk – Catherine Conrad
Local Authority Services Limited
Nancy Plumridge President and Secretary-Treasurer
I have the authority to bind the Corporation