

**Report on an alleged Municipal Conflict of Interest Act
violation by a member of Council**

Robert Miller
Integrity Commissioner

February 25, 2026

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INTRODUCTION AND SUMMARY

1. Among its core responsibilities, the Integrity Commissioner of La Salle (the “**IC**”) is tasked with receiving and investigating *Municipal Conflict of Interest Act* (the “**MCIA**” or the “**Act**”) applications. This report describes an IC investigation of a member of Council (the “**Respondent**”) under the MCIA, at the request of a member of the public (the “**Applicant**”).
2. My report outlines the process the IC followed in carrying out the inquiry, describes the relevant legislation, sets out the evidence I considered and the principles I applied in making my findings and recommendations.
3. The Applicant’s application (the “**Application**”) was filed with my Office on October 9, 2025, alleging the Respondent violated the MCIA in the Respondent’s capacity as a Councillor for the Town of La Salle (the “**Town**”) by not declaring a conflict of interest in and participating in the discussion and voting on an Agenda Item before Town of LaSalle Council (“**Council**”) regarding the funding and construction of a proposed outdoor pickleball facility at the Town’s Vollmer Complex in which the Applicant alleged the Respondent would receive an indirect financial benefit.
4. The Respondent denies any financial benefit from the development or operation of the proposed pickleball facilities at the Vollmer Complex.
5. After conducting an Intake Review, I decided there were sufficient jurisdictional grounds to investigate the MCIA application. In the MCIA application, the Applicant alleges that the Respondent violated sections 5 and 5.1 of the MCIA by participating in the discussion and vote on a matter in which the Respondent has an indirect pecuniary interest, and that the Respondent failed to file a written statement of pecuniary interest.
6. I have an obligation under s. 223.4.1(17) of the Municipal Act, 2006 to publish written reasons for MCIA decisions. I do so by publishing decisions on the Town’s website.
7. I find the Respondent did not have a pecuniary interest in the matter before Council and did not violate s. 5 or 5.1 of the MCIA. As a result, I will not apply to a judge under s.8 of the MCIA.

A. Context

8. The Application concerns the participation of the Respondent in a decision of Council on September 9, 2025, whereby Council considered and approved Resolution 217/25, which authorized approximately \$2.75 million for the construction of ten pickleball courts, associated washrooms, and parking facilities at the Town’s Vollmer Complex (the “**Matter**”).

9. Prior to and at the September 9, 2025 Council meeting, representatives of the LaSalle Pickleball Association (“**LPA**”) appeared before Council as a delegation to advocate in support of the proposed pickleball project and the related funding.
10. The Respondent is employed as a Fundraising Specialist by the Windsor Cancer Centre Foundation (the “**WCCF**” or the “**Foundation**”), a registered charitable organization.
11. On September 20, 2025, a pickleball-related charity fundraising event was held at the Windsor Pickleplex Social Club (the “**Windsor Pickleplex**”) in support of WCCF (the “**Fundraiser**”).
12. The fundraising event was organized by a third party (the “**Volunteer Organizer**”), who is not a member of the LaSalle Pickleball Association (the “**LPA**”).
13. While the fundraising event was not organized by the LPA, it was publicly promoted on the LPA’s social media platforms, as well as various other pickleball associations’ social media platforms prior to and following the September 9, 2025 Council meeting.

B. Applicant’s Allegations

14. The Applicant alleges that the Respondent contravened section 5(1) of the MCIA by failing to disclose an indirect pecuniary interest, participating in discussion regarding, voting on, and attempting to influence the outcome of a matter before Council.
15. The Applicant relies on section 2(b) of the MCIA, which provides that a member has an indirect pecuniary interest in a matter where the member is in the employment of a body that has a pecuniary interest in that matter.
16. The Applicant alleges that, by virtue of the Respondent’s employment with WCCF, the Respondent had an indirect pecuniary interest in Council’s consideration of Resolution 217/25, as WCCF was a beneficiary of a pickleball-related fundraising event whereby members of the same community advocating for approval of the Matter, attended and supported the Fundraiser.
17. The Applicant alleges that the Fundraiser was promoted by the LPA on its public Facebook page as early as May 26, 2025, months before the September 9, 2025 Council vote, and that photographs from the event were posted to the same page on September 23, 2025, including a reference acknowledging the Respondent by name.
18. The Applicant alleges that despite this indirect pecuniary interest, the Respondent did not declare a conflict of interest, did not file a written statement with the Clerk, and voted in favour of the Matter.

C. Respondent's Submissions

19. The Respondent stated that neither the Respondent nor WCCF would experience any pecuniary interest from Council's decision to approve or not approve the construction of pickleball courts at the Vollmer Complex. The Respondent maintains that WCCF has no financial interest in the development or use of the Vollmer Complex and would not own or operate the proposed facility. The Respondent states that they did not declare a conflict of interest in respect of the Matter because the Respondent did not and does not believe one existed. The Respondent further states that the Respondent had no communications or dealings with any person or organization, including members of the LPA, regarding the Matter.
20. The Respondent advised that the Respondent does not play pickleball and is not a member of the LPA or any other pickleball organization. The Respondent explained that, as a Fundraising Specialist at WCCF, the Respondent works with two general types of fundraising events: those initiated and organized directly by WCCF ("**Foundation Fundraisers**"); and those initiated by third parties ("**third-party fundraisers**") who wish to fundraise in support of the Foundation. The Respondent explained that third-party fundraisers are typically led by individuals who have been personally affected by cancer, either directly or through family or friends.
21. The Respondent explained that the Fundraiser was a third-party fundraising event initiated by the Volunteer Organizer, who has a history of organizing charitable pickleball fundraisers. The Volunteer Organizer previously worked with the Canadian Mental Health Association ("**CMHA**") and for several years, assisted CMHA with organizing pickleball fundraising events in the Windsor-Essex region.

The Respondent advised that because of having previously worked at CMHA the Respondent has known the Volunteer Organizer for several years. The Respondent advised of having worked with the Volunteer Organizer approximately four years ago to host a similar pickleball fundraising event for CMHA. The Respondent advised that the Respondent and the Volunteer Organizer ran into one another at the Windsor Pickleplex while the Respondent was visiting a childhood friend who is a staff member at the facility. During that encounter, the Volunteer Organizer explained that CMHA was unable to host a pickleball fundraiser in 2025 and offered to organize a similar event in support of WCCF. The Respondent submits that this explains how WCCF became the beneficiary of the fundraiser and maintains that the fundraiser's connection to pickleball was independent of the Matter before Council.

D. Applicable Law

22. The Applicant asked me to investigate whether the Respondent contravened sections 5 and 5.1 of the MCI. These sections provide that:

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. [...]

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.

23. An indirect pecuniary interest is defined in the MCIA as follows:

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, [...]

(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.

24. Section 2(b) of the Act does not deem a conflict to arise simply because a member is employed by, or is a partner of, an organization that coincidentally appears in the surrounding factual context regarding the Matter. Rather, the organization must itself have a pecuniary interest in the matter before the member/employee can be said to have an indirect pecuniary interest. The employment or partnership relationship is the link, but the employer's pecuniary interest is the necessary trigger.

25. The MCI A prohibits a member of Council from participating in discussions about, and voting on questions in relation to, matters in which the member has a direct or indirect pecuniary interest.
26. The MCI A does not define the term “pecuniary interest.” The Court of Appeal has held that a pecuniary interest under the MCI A should not be interpreted narrowly or limited only to clear or significant financial interests but rather includes all financial interests that may arise.¹
27. At the same time, courts have clarified that a direct pecuniary interest exists only where a member may experience a financial or economic impact that is immediate, in the sense that it is close, non-speculative, and traceable to the decision at issue, whether that impact is positive or negative.² I return to this jurisprudence, with specific case examples, in the Analysis section below.

E. Evidence

28. WCCF is a registered charity incorporated without share capital. According to its public financial statements, WCCF’s purpose is to raise funds for the enhancement of cancer-related services and for the care and treatment of cancer patients in Essex County. The financial statements indicate that WCCF raises revenue primarily through donations and fundraising and directs funds toward charitable programs and donations to the Windsor Regional Hospital. Salaries and benefits are reported as general operating expenses of the Foundation and are not linked to the proceeds of any specific fundraising event.
29. I reviewed the Application including supporting materials submitted by the Applicant, including screenshots of LPA social media posts promoting the Fundraiser and posts made after the Fundraiser. I also reviewed the Council agenda materials including the minutes and video recording pertaining to the September 9, 2025, meeting at which Council considered and approved Resolution 217/25.
30. I interviewed the Respondent; the WCCF Director of Fundraising (the “**Director of Fundraising**”); the Volunteer Organizer; and the Windsor Pickleplex Event Coordinator (the “**Pickleplex Coordinator**”).
31. The Director of Fundraising confirmed that WCCF engages with two general categories of fundraising activity: (a) Foundation fundraising initiatives organized directly by WCCF; and (b) third-party fundraising events initiated by individuals or groups in support of WCCF. The Director of Fundraising confirmed the Fundraiser was a third-party event. The Director of Fundraising further confirmed that the net

¹ *Orangeville (Town) v. Dufferin (County)*, 2010 ONCA 83, at para. 30.

² *Rivett v. Braid et al.*, 2018 ONSC 352, at para. 53; *Cooper et al. v. Wiancko et al.*, 2018 ONSC 342, at para. 63.

proceeds were allocated to WCCF's general funds (i.e., not restricted to a specific project) and that the Respondent's compensation and continued employment are not dependent on the success of individual fundraising events.

32. The Volunteer Organizer confirmed he initiated the Fundraiser and that he has organized pickleball fundraisers in prior years for CMHA. He advised that he was motivated to assist with organizing charitable events, including the Fundraiser, in part because an immediate family member had recently undergone a battle with cancer. He confirmed he reconnected with the Respondent at the Windsor Pickleplex and offered to organize a pickleball fundraiser for WCCF because CMHA was not hosting such an event in 2025. He confirmed his involvement focused on promoting the event and recruiting participants, including by posting flyers to multiple pickleball-related social media groups, including the LPA Facebook group. He confirmed he is not a member of the LPA, did not receive remuneration for organizing the event, and was not aware of Council's September 9, 2025 decision respecting the Vollmer Complex.
33. The Pickleplex Coordinator confirmed she is a member of the LPA and is employed at Windsor Pickleplex. She confirmed that the Windsor Pickleplex provided logistical support for the Fundraiser as part of its event coordination services (including court scheduling and participant intake), and that the Fundraiser took place at Windsor Pickleplex on September 20, 2025. She confirmed that she did not attend the September 9, 2025, Council meeting and did not communicate with the Respondent about Council's consideration of Resolution 217/25.
34. The Director of Fundraising indicated that the Fundraiser raised approximately \$2,300 for WCCF.

F. Issues to be determined

35. Does the Respondent have a direct or indirect pecuniary interest in the development of the pickleball courts at the Vollmer Complex under s. 5 of the MCI A?
36. Should the Respondent have declared a conflict of interest under s. 5 of the MCI A when Council considered and voted on Resolution 217/25, which authorized approximately \$2.75 million for the construction of ten pickleball courts, associated washrooms, and parking facilities at the Vollmer Complex, on September 9, 2025?

G. Analysis

37. Sections 5 and 5.1 of the MCI A are engaged only where a member has a pecuniary interest—direct or indirect—in the matter under consideration. The Applicant's theory of conflict rests on s. 2(b) of the MCI A, which addresses indirect pecuniary interests arising from employment. Under s. 2(b), an indirect pecuniary interest exists where the member is employed by a person or body that has a pecuniary interest in the matter.

38. There is no evidence that the Respondent had a direct pecuniary interest in Council's decision respecting pickleball courts at the Vollmer Complex. The Respondent does not own, operate, or have any financial stake in the Vollmer Complex, and there is no evidence that the Respondent stood to gain or lose financially from Council's approval of municipal funding for the facility. The Applicant specifically advised that no allegations of any direct pecuniary interest on the part of the Respondent are being made.
39. The focus therefore is whether the Respondent had an indirect pecuniary interest through WCCF under s. 2(b). While the Respondent is employed by WCCF, employment alone is not sufficient. Section 2(b) requires that WCCF itself have a pecuniary interest in the Matter.
40. On the evidence before me, WCCF did not have a pecuniary interest in Council's decision to approve municipal funding for pickleball courts at the Vollmer Complex. WCCF does not own, lease, or operate the Vollmer Complex, and it does not receive municipal funding tied to the construction or operation of the proposed pickleball courts. There is no evidence that WCCF would receive any money, property, contractual benefit, or other financial advantage from Council's decision.
41. The Applicant submits that WCCF had a pecuniary interest because it was the beneficiary of a pickleball-related fundraiser promoted within the pickleball community, including on LPA social media, and because the Respondent is employed by WCCF. I do not accept that this establishes a pecuniary interest in the Matter. The evidence shows the Fundraiser was a third-party event that raised approximately \$2,300 for WCCF and occurred after Council's September 9, 2025 vote. While the event was promoted on pickleball-related social media platforms, there is no evidence that Council's decision regarding the Vollmer Complex had any direct connection to the Fundraiser or that Council's decision would generate fundraising revenue for WCCF.
42. The circumstances here are unlike cases where an organization receives a direct economic benefit from a municipal decision (e.g., receiving rights to use land or assets at no cost). Here, no such right, property, or funding flows to WCCF.
43. In assessing whether a pecuniary interest exists, courts have emphasized that the "matter" before council must be real and definable, and that the alleged pecuniary interest must be capable of affecting the member's financial position in a manner that is close, non-speculative, and traceable to the decision at issue. The Municipal Conflict of Interest Act is not engaged by remote, hypothetical, or illusory connections, but by identifiable matters capable of producing a financial consequence.
44. The jurisprudence illustrates the type of circumstances in which the Act is engaged. For example:

- a. In *Whitely v. Schnurr*,³ a councillor employed by a university participated in a vote concerning an official plan amendment sought by that university.
 - b. In *Guimond v. Sornberger*,⁴ councillors voted on a planning application where their employer had taken a position directly affecting its financial interests.
 - c. In *Begin v. McInnis*,⁵ a councillor participated in a matter involving a firm for whom he provided professional accounting services.
 - d. In *Mirna v. D'Arcy*,⁶ a councillor voted on a construction contract in which she was a subcontractor.
 - e. In *Kizell v. Bristol*,⁷ councillors voted on a matter affecting their own retail businesses.
 - f. In *Greene v. Borins*,⁸ councillors voted on development proposals affecting lands owned by their family members.
 - g. In *Sacks v. Campbell*,⁹ a councillor indebted to a developer participated in council decisions affecting that developer's projects.
 - h. In *Janine v. Mortson*,¹⁰ the mayor voted on a highway extension affecting land he owned.
45. These cases share a common feature: the municipal decision under consideration had a direct and traceable financial consequence for the member, the member's employer, or an associated entity. The financial impact was not contingent or speculative; it arose from the very subject matter of the council decision.
46. By contrast, the Matter in this case concerned municipal capital funding for recreational infrastructure. There is no evidence that Council's approval or refusal of funding for pickleball courts at the Vollmer Complex would produce any definable or traceable financial consequence for WCCF. WCCF does not own, operate, lease, fund, or otherwise have a financial stake in the Vollmer Complex. Nor is there evidence that WCCF's revenues, operations or the Respondent's compensation are contingent upon the existence or expansion of pickleball facilities in LaSalle.

³ 1999 CarswellOnt 2123 (Ont. S.C.J.).

⁴ [1980] A.J. No. 650 (Alta. C.A.).

⁵ December 5, 1990 (Ont. Div. Ct.), doc. D.R.S. 93-06619.

⁶ (1991), 2 O.R. (3d) 678 (Ont. Gen. Div.).

⁷ 1993 CarswellOnt 1926 (Ont. Gen. Div.).

⁸ (1985), 50 O.R. (2d) 513 (Ont. Div. Ct.).

⁹ 1991 CarswellOnt 521 (Ont. Gen. Div.).

¹⁰ 1999 CarswellOnt 284 (Ont. Gen. Div.).

47. Further, even if the Fundraiser is considered in isolation, the evidence does not establish that the Respondent's compensation or employment conditions are dependent upon the proceeds of individual fundraising events. WCCF's financial statements demonstrate that salaries and benefits are general operating expenses and are not tied to the proceeds of specific events. The Director of Fundraising confirmed that the proceeds of the Fundraiser were allocated to WCCF's general funds and that the Respondent's continued employment is not dependent on the success of individual fundraising events.
48. For these reasons, I find that the Respondent did not have a direct or indirect pecuniary interest in the Matter and therefore was not required under s. 5(1) of the MCIA to declare a conflict, refrain from participation, or file a written statement under s. 5.1.
49. In light of my finding that no conflict of interest arose, it is not necessary for me to consider the Application under section 4 of the MCIA.

H. Findings and Recommendations

50. I find that the Respondent did not have a direct pecuniary interest in Council's consideration of Resolution 217/25.
51. I find that the Respondent did not have an indirect pecuniary interest under s. 2(b) of the MCIA because WCCF did not have a pecuniary interest in Council's decision respecting municipal funding for pickleball facilities at the Vollmer Complex.
52. Accordingly, the Respondent was not required to declare a conflict of interest under s. 5(1) of the MCIA or to file a written statement under s. 5.1.
53. Section 223.4.1(15) of the *Municipal Act, 2006* provides that upon completion of an inquiry under the MCIA, I may, if I consider it appropriate, apply to a judge for a determination as to whether a member has contravened sections 5, 5.1, 5.2 or 5.3 of the MCIA.
54. The evidence does not show that the Respondent violated the MCIA. Therefore, I will not be applying to a judge under s. 8 of the MCIA.

I. Summary and Conclusions

55. The Applicant's concern appears to arise from the fact that the Respondent is employed by WCCF and that WCCF benefited from a pickleball-related fundraiser promoted within the pickleball community. However, the MCIA is engaged only where a member has a pecuniary interest—direct or indirect—in the matter under consideration.

56. The evidence does not establish that WCCF had any pecuniary interest in Council's decision to approve municipal funding for pickleball courts at the Vollmer Complex. WCCF has no ownership, operational, or financial connection to the Vollmer Complex, and there is no evidence that Council's decision would generate any financial benefit for WCCF. As a result, the Respondent did not have an indirect pecuniary interest through her employment with WCCF.

57. For these reasons, I find the Respondent did not contravene s. 5 or s. 5.1 of the MCIA, and I will not apply to a judge under s. 8 of the MCIA.

Submitted this 25th Day of February, 2026



Robert Miller
Integrity Commissioner