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CITY OF DRYDEN INTEGRITY COMMISSIONER (FOR THIS INQUIRY),  
GUY GIORNO

**Citation:** Harrison v. Noel, 2026 ONMIC 3

**Date:** May 13, 2026

## REASONS FOR DECISION

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## CONTEXT

1. Among their responsibilities, municipal Integrity Commissioners in Ontario conduct inquiries into applications alleging that council members or members of local boards have contravened the *Municipal Conflict of Interest Act*. At the end of such an inquiry, the Integrity Commissioner shall decide whether to 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, and shall publish reasons for the decision. Such decision is not subject to approval of the municipal council and does not take the form of a recommendation to council. There is, therefore, no municipal council resolution necessary to give effect to the decision.
2. By-Law Number 2021-96, passed November 22, 2021, re-appointed me as the City's Integrity Commissioner. Resolution #20, adopted the same day, and incorporated into Confirmatory By-law 2021-97, indicated that the term of appointment was to run to the end of 2026.
3. While duly serving as the appointed Integrity Commissioner, I received the Application and launched this inquiry.
4. On January 12, 2026, before receiving the application and launching the inquiry, I wrote to inform City Council that it was my intention not to seek re-appointment at the end of the term. I further indicated that I preferred to end my appointment earlier: ideally, as soon as Council had selected a replacement.
5. A new Integrity Commissioner was appointed February 9, 2026. Prior to voting to approve the new appointment, City Council was informed by the Mayor that I would complete the inquiries that were already underway. This I have done, with the City's agreement and consistent both with the practice in other municipalities and with Divisional Court jurisprudence.<sup>1</sup>

## THE APPLICATION

6. Section 223.4.1 of the *Municipal Act* allows an elector or a person demonstrably acting in the public interest to apply in writing to the Integrity Commissioner for an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* (MCIA) by a member of council or a member of a local board.

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<sup>1</sup> *Patrie v. Elliot Lake (City) (Integrity Commissioner)*, 2023 ONSC 7017 (CanLII), paras. 82-83. See also *Elliot Lake (City) v. Pearce*, 2021 ONSC 7859 (CanLII) and *Elliot Lake (City) v. Pearce*, [2021 ONSC 1851](#). These three decisions involve a former Integrity Commissioner that issued a code of conduct report under section 223.4 of the *Municipal Act*, issued reasons for determination under section 223.4.1 of the *Municipal Act*, commenced an application under section 8 of the *Municipal Conflict of Interest Act*, and then appealed from the decision on that application.

7. Mayor Jack Harrison (the Applicant) alleges that Councillor Ritch Noel (the Respondent) contravened section 5.2 of the MCI Act at the January 12 meeting of Council by attempting to influence spending of the Council and the staff on legal fees.

8. For reasons outlined below, I reformulated the Application to include the issue of whether section 5 of the MCI Act was contravened.

9. The Application was received January 26. I assigned it File No. 2026-02-MCI Act.

## DECISION

10. Subsection 223.4.1 (15) of the *Municipal Act* states that, upon completion of an inquiry, the Integrity Commissioner may, if the Integrity Commissioner considers it appropriate, apply to a judge under section 8 of the MCI Act for a determination whether the member has contravened section 5, 5.1, or 5.2 of that Act.

11. In my opinion, Councillor Noel's remarks on January 12 were a technical contravention of clause 5 (1) (b) of the MCI Act. He did not contravene clause 5 (1) (c), subsection 5 (2), subsection 5 (3), or section 5.2.

12. I have decided that it is not appropriate for me to escalate the issue to the next level, which would be to apply to a judge for a determination whether Councillor Noel has contravened the MCI Act.

13. Subsection 223.4.1 (17) of the *Municipal Act* requires me to publish written reasons for my decision. These are my reasons.

## BACKGROUND

14. As documented in previous Integrity Commissioner reports, Councillor Noel is and has been party to many proceedings involving the City as well as several Integrity Commissioner inquiries.

15. On September 24, 2024, Councillor Noel sued the City and the Mayor in Small Claims Court.<sup>2</sup> On June 27, 2025, it was announced that the Respondent's small claims action had been discontinued.

16. In 2025, an independent, external investigator conducted an investigation into complaints, against Councillor Noel, filed by two employees. The background to the

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<sup>2</sup> *Ritchie Noel v. Dryden (Corporation of the City) and Mayor Jack Harrison*, Superior Court of Justice (Thunder Bay) Court File No. SC-24-00000030.

investigation and the investigator's findings are summarized in my report in *Employees v. Noel*, 2025 ONMIC 7 (CanLII).

17. On July 8, 2025, the Councillor commenced an application for judicial review of the City's decisions arising from the investigator's report.<sup>3</sup>

18. The Councillor was the Respondent in the inquiries reported at 2025 ONMIC 1 (CanLII), 2025 ONMIC 3 (CanLII), 2025 ONMIC 7 (CanLII), and 2025 ONMIC 12 (CanLII).

19. He was the Complainant in *Noel v Harrison*, 2025 ONMIC 8 (CanLII).

20. On October 14, 2025, Councillor Noel filed [notice](#) of the following motion:

That staff provide to Council a full disclosure of legal costs to date per claims going forward. These include former members of DPS, City staff members, current or former employees and a full report on the status of each claim.

21. The notice was read at the October 27 meeting and moved by Councillor Noel on November 10. Following Council discussion about the wording, Councillor Noel moved the following amended motion:

That staff provide to Council a full disclosure of total legal costs to date of present litigation going forward, and where the resolution process is at.

22. The amended motion was defeated.

23. The evening of the next day, that is, on November 11, Councillor Noel posted the following comment on Facebook, in response to another individual's comment about legal spending:

I'm going to make a proper freedom of information request to disclose it because all of Council voted to keep it secret. I'm done playing nice. Once I get it, I'll make it public if I can. Roger [CAO] tried making my request seem like the bulk of the cost was on my litigation only. I'm sure they have way higher ones going on. The question the public should ask is, why do we have so many HR issues going on? Why won't people stay? Our new Treasurer didn't stay 90 days, I don't think.<sup>4</sup>

24. On November 24, a few hours prior to the City Council meeting, he posted the following on Facebook:

Last Council meeting on November 10, 2025, I made a motion to have the City disclose legal costs to the public. The City CAO suggested we could not do that for fear of potentially violating someone's privacy. That's a

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<sup>3</sup> *Ritch Noel v. Dryden (Corporation of the City)*, Divisional Court File. No. 25-00000006-00JR.

<sup>4</sup> My standard practice in these reports is to edit direct quotations to correct spelling, grammar and names, and to achieve uniformity in punctuation and capitalization.

valid point, so the motion was amended to protect anyone's anonymity. I put the amended motion forward and every single Councillor and Mayor Harrison all voted to keep this information from the public. I can share, as it's available on the agenda for tonight, that the 2025 budget was \$82,200.00 for the entire year. So far, the City has spent \$358,296.00 and we have been warned that legal costs for 2026 "are anticipated to be extraordinarily high." I'm not sure why the information was released despite Council voting specifically NOT to share it. Had this information not been shared, I was going to draft a Freedom of Information request to get the details, and my intent was to release it to the public. The cost of defending their illegal attack on my integrity and ability to represent those who elected me is a large part of this bill but certainly is not all of it. Now, Council is being asked to increase our water rates over 6% and burden the taxpayer with more costs, when we have expenditures like this! When there appears to be multiple human resource issues pending. As a manager and owner of a business for many years, if my staff makes a mistake, guess whose fault it is ultimately?? It's my fault as the manager. Managers should, at the very least, accept some responsibility when labour issues arise and progress to the litigation stage. I can tell you for sure that I will not agree to any increase....0%...as long as things like this are being thrust upon the citizens of this City. What's more, I can't even attend in person to make this a live issue really, even though I intend to appear remotely as it is the only option they have left me with.

25. That evening, the CAO presented to Council a for-information [report on legal spending](#). The report indicated that year-to-date spending on external lawyers exceeded budget in all categories, most notably, in the "Council" category that covered Municipal Act advice, freedom of information, the workplace investigation, the judicial review response, and Integrity Commissioner services. The 2025 budget for the "Council" category was \$700 and, as of November, \$248,130 had been expended.

26. As the Mayor notes in his Application, and as was later made public, Integrity Commissioner services were responsible for only a tiny fraction of the \$248,130 YTD amount – roughly 2.5 per cent of the total.

27. Over the entire year, that is, between January 1 and December 31, 2025, Integrity Commissioner fees were under \$7600.

28. Budgets in all other categories were also exceeded, but by proportionately much smaller amounts: Administration, \$54,500 budget versus \$73,803 YTD; Human Resources, \$15,000 budget versus \$18,815 YTD; Building & Planning, \$12,000 budget versus \$17,548 YTD.

29. During the November 24 meeting, Councillor Noel twice mentioned cost awards:

You [CAO] indicated that the City would, as part of their mitigation, would be seeking legal costs on some of these responses they have to make.

That's kind of a double-edged sword as well, Mr. Nesbitt, as legal costs can go the other way as well, against the City.

...

I want everybody to realize that costs can go both ways.

30. At the December 15 meeting, the CAO presented a [report titled, "Fact Checking Social Media Posts."](#) The report was a response to the posts of Councillor Noel reproduced in paragraphs 23 and 24, above.

31. The report explained that the \$248,130 YTD external legal spending by "Council" was attributable to issues involving a single individual who was unnamed but understood by everyone to be Councillor Noel:

The year-to-date legal costs associated to the Council Department in the amount of \$248,130 are attributed to workplace harassment investigations tied to a single Member of Council, a judicial review response that is associated with a single Councillor's filing of a judicial review application, and Integrity Commissioner costs associated to the same single member of Dryden City Council. The statement made in the November 24th social media post stating, "The cost of defending their illegal attack on my integrity and ability to represent those who elected me..." is false. The costs were to engage a neutral investigator to investigate complaints against the Member of Council, the findings of which were challenged by the Member of Council. The municipality has filed a response to the application for judicial review with a hearing date yet to be assigned. The statement of "their illegal attack" has not been proven and the municipality maintains Council has operated within their authority and has responded to what the law requires of an employer when they receive serious complaints of harassment under the *Occupational Health and Safety Act*.

32. On December 15, during his remarks concerning the report, Councillor Noel stated:

I am gonna send one more final word of caution. You made a point at that last meeting about saying that the City might go after costs. Well sir, that's a double-edged sword., And you better hope that if I'm successful, that I don't go after costs.

33. Between December 30 and December 31, I issued three inquiry reports: *Employees v. Noel*, 2025 ONMIC 7 (CanLII), *Noel v. Harrison*, 2025 ONMIC 8 (CanLII), and *CAO v. Noel*, 2025 ONMIC 12 (CanLII).

34. On January 12, 2026, I appeared virtually before Council to present the reports and to answer questions. At the meeting, City Council discussed my reports but did not consider any motion related to them. During the discussion, Councillor Noel made the following remarks:

I don't know about anybody else, but I have to ask: are we not weary of this being the topic of Council meetings for the last year and a half or

more? I mean, this is getting old. So, I have to ask: when is this witch hunt going to stop?

As for the sanction of Council to me, Mr. Giorno was correct. It is going to be addressed at the judicial review.

So far, staff have spent thousands, again, for no good purpose, only to find out that there's been no breach. I point out that I've done nothing wrong other than defend myself from the sanctions of Council that [were] imposed at the direction of staff, and today, later on, we're going to be asked to start another Integrity Commissioner investigation, although likely not under Mr. Giorno's guidance, but another one, just because our CAO felt he was treated harshly at the last open meeting.

And I stand by those comments. I stand by the comments I'm making tonight, and I do hold our leadership responsible when we lose this many staff. I do hold them responsible, and I really hold them responsible when they spend money like this. This is much akin to sailors on leave spending money frivolously. This belongs to the taxpayers of this City. It's not a private purse.

And I don't know Mr. Giorno what you bill out. I don't. I have a general idea what it may be, but it's in the thousands and thousands of dollars that we're spending here. And I do, on another note, thank you for your service to the City. I can't imagine being the Integrity Commissioner is a particularly fun job to have.

In any event, I'll add that I have made, or I will be making, another FOI request, for information about the cost billed to the City surrounding the survey of my personal property here. That's another thing.

So, I'm, like, tired of this, I think it's time it comes to an end. And I strongly encourage everybody to join me on that and put an end to it. It needs to stop.<sup>5</sup>

## PROCESS FOLLOWED

35. The *Municipal Act* does not direct the procedure that an Integrity Commissioner must follow in handling MCIA applications. I have chosen to follow a process that ensures fairness to both the individual making the application (Applicant) and the Council Member alleged to have contravened the MCIA (Respondent).

36. This fair and balanced process usually begins with me issuing to both parties a Notice of Inquiry that sets out the issues. The Notice of Inquiry includes a copy of the Application for an MCIA Inquiry. The Respondent is made aware of the Applicant's name. I do, however, redact personal information such as personal phone numbers and personal email addresses.

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<sup>5</sup> Transcript prepared by me based on the recording of the meeting.

37. The Respondent has an opportunity to respond. The Applicant receives the Respondent's Response and is given an opportunity to reply. I may accept supplementary communications and submissions from the parties, generally on the condition that parties get to see each other's communications with me. I do this in the interest of transparency and fairness.

38. I typically set deadlines for the submission of a Response and a Reply but give reasonable extensions when requested.

39. I received the Application on January 26. Upon review, I was satisfied that the Application contained the content required by subsection 223.4.1 (6) of the *Municipal Act*.

40. The gist of the Mayor's allegation was that Councillor Noel attempted to influence spending of the Council and the staff on legal fees, when he has a pecuniary interest in litigation (particularly, the City's response to his judicial review application) on which the legal fees are spent. The Mayor alleged a contravention of section 5.2 of the MCIA.

41. The Divisional Court has confirmed an Integrity Commissioner's discretion to reformulate a code of conduct complaint to clarify an allegation of breach.<sup>6</sup> In the case of an application that alleges a breach of the MCIA, subsection 223.4.1 (7) of the *Municipal Act* permits the Integrity Commissioner to conduct such inquiry "as he or she considers necessary." Just as with a code of conduct complaint, I am permitted to reformulate an Application, if necessary, to clarify the issue.<sup>7</sup>

42. Consequently, I reformulated the Application to include the issue of whether section 5 of the MCIA was contravened, and I determined that it was appropriate to conduct an inquiry.

43. On January 29, I issued a Notice of Inquiry. It set out the following issues:<sup>8</sup>

- a) Did the Respondent have a pecuniary interest in the amount of the City's spending on legal fees, by virtue of a pecuniary interest in litigation including his judicial review application?
- b) If so, then did the Respondent contravene section 5.2 of the *Municipal Conflict of Interest Act* on January 12 by using his office in any way to attempt to influence a decision or recommendation of an officer or employee on the amount of the City's spending on legal fees?

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<sup>6</sup> *Di Biase v. Vaughan (City)*, 2016 ONSC 5620 (Div. Ct.), para. 39. An Integrity Commissioner "must be able to interpret and reformulate complaints submitted by members of the public who may lack specific knowledge of the Code... and who may, therefore, not be familiar with how to identify and formulate alleged breaches."

<sup>7</sup> *Gregory v. Kerr*, 2021 ONMIC 2 (CanLII), para. 32.

<sup>8</sup> The Notice of Inquiry used numbers, not letters, to identify the issues. Letters are used here to make the issues distinct from the numbered paragraphs.

- c) Did the amount of the City's spending on legal fees become a matter considered by City Council at the January 12 meeting when the Respondent raised the matter at the meeting?
- d) If so, then did the Respondent contravene section 5 of the *Municipal Conflict of Interest Act* by failing to disclose a pecuniary interest prior to City Council's consideration of the matter?

44. The Notice of Inquiry invited both parties to address the decision of Justice Martin James in the case of Councillor Andrea Budarick, *Brudenell, Lyndoch and Raglan (Townships) (Integrity Commissioner) v. Budarick*, 2021 ONSC 7635 (CanLII), and the judgment of the Divisional Court upholding Justice James's decision, *Budarick v. Brudenell, Lyndoch and Raglan (Townships) (Integrity Commissioner)*, 2022 ONSC 640 (CanLII). I provided links to those decisions.

45. Councillor Noel and his counsel, Mr. Robert Sinding, asked for, and were granted, an extension to February 17 to respond to the Application. The Response was submitted on February 19, and I accepted it.

46. Including attachments, the very detailed Response comprised 142 pages. After reviewing it, I forwarded it to the Mayor on March 24 and invited a Reply by April 10.

47. The Mayor replied on April 3.

48. Upon reviewing the Mayor's Reply, I determined that it was necessary to obtain further submissions from both parties. On April 10, I asked each two questions:

- 1) To date, in any proceeding, has Councillor Noel claimed, or taken the position that he is entitled to, legal costs or damages? In any proceeding, has the City or another party claimed against Mr. Noel, or taken the position that it will seek to recover from Mr. Noel, legal costs or damages?
- 2) Regardless of the answer to question 1), as a general matter, does a party to litigation have a pecuniary interest in the outcome of the litigation?

49. Councillor Noel answered the same day. The Mayor's counsel informed me that the Mayor was out of the country but would respond on his return. The Mayor answered the questions on April 24.

50. I shared each party's answers with the other party.

51. Because the Application is based entirely on recorded and documentary evidence (including the recording of the January 12 meeting), I have determined that it is unnecessary to conduct interviews of the parties or of witnesses.

52. On May 7, I sent a draft of the decision and reasons to the Respondent and his legal counsel. Mr. Sinding responded the same day on behalf of his client. I have carefully considered Mr. Sinding's submissions on the draft, taken them into account, and addressed them in this final decision.

53. In making my decision, I have taken into account all the submissions of the parties and all of the evidence.

## **POSITIONS OF THE PARTIES**

### ***Applicant's Position***

54. According to the Mayor, Councillor Noel was aware that the City's legal expenses have been "minimally impacted" by Integrity Commissioner inquiries and "greatly impacted" by responding to the judicial review application. Consequently, when Councillor Noel was addressing legal expenses, he was talking primarily about the judicial review application.

55. The Mayor argues that Councillor Noel's January 12 remarks were an attempt to influence the Council and the staff not to spend more money on the Councillor's judicial review application – a matter in which the Councillor has a pecuniary interest.

### ***Respondent's Position***

56. Councillor Noel's position is that no matter of pecuniary interest was before Council on January 12, he was not attempting to influence Council or the staff (in part because Council was incapable of being influenced), and nothing that he said could affect the judicial review application, and any pecuniary interest in the judicial review application arising from a cost award was remote.

57. First, the Councillor's lawyer observes that the City's spending on legal fees was not on the agenda of the January 12 meeting. The agenda item related to the three Integrity Commissioner reports, and there was merely a presentation of those reports, "not a motion, not a vote." Legal spending was not, in the words of subsection 5 (1) of the MCI, "the subject of consideration" at the Council meeting.

58. Second, Councillor Noel submits that his purpose was not to influence legal spending on matters involving him; the purpose was to blow the whistle on wasteful spending. In the words of his counsel's submissions:

Once again, he took on the role of the whistleblower so the public can know how all other members of Council, voting together the same way as always in matters concerning Mr. Noel, were wasting taxpayer money and frankly, going further than inadvertent waste but rather sparing no

expense, in part to continue political legal battles. He said the wasting of money has to stop. There have been approximately seven complaints made against him in the last two years by the City officials, and Noel felt the public should know the purpose for some of the legal fees. Public legal fees spent over personality conflicts is wrong.

59. According to the legal submissions, Council's mind was made up and his fellow Council Members "have always voted together, always against Mr. Noel." In this context, the notion that he was trying to influence Council is "imaginative" and "preposterous."

60. He states that he was not trying to convince the Council of anything, as Council would not take his side. He was trying to place his position on the record, so the public was aware of it, and possibly for use in the election.

61. Third, nothing that he said about legal expenses was capable of influencing the judicial review application. The City had already responded to the application – that money had been spent. "[T]he main work of the writing and research was already complete ... There is only a case conference and then the hearing left in the process, the spending is almost over."

62. He argues that, at this stage, it is unrealistic to think the City would stop resisting the judicial review application, regardless of what Councillor Noel might have said about legal spending.

63. The Councillor's fourth argument – concerning the remoteness of a possible cost award – is outlined under the next sub-heading.

### ***Parties' Positions on Potential Cost Award***

64. Both parties were asked whether either party had asked for costs in the litigation.

65. The Mayor states that both parties have claimed costs in the judicial review application. Councillor Noel states that neither has claimed costs, though it is expected that the Divisional Court will consider a cost award at the end of the proceeding. The difference in positions appears to be explained by the Councillor's reliance on the notice of application for judicial review and the Mayor's reliance on the parties' factums. My finding on this point appears in paragraph 85, below.

66. The Mayor also points out that Councillor Noel has spoken in Council meetings about legal costs, citing four instances (November 24, December 15, January 12, and January 26). I find that the first two instances are relevant to this inquiry and address them in this decision.

67. Through legal counsel, Councillor Noel concedes that at the conclusion of litigation, the court will consider a cost award. However, this is not something that the

Councillor has requested. Further, costs are in the discretion of the Court, not something to be decided by the City, so any gain would be “far too remote to be seriously considered.”

68. He argues further that costs, being partial reimbursement intended to restore a party – at least partly – to the position the party was in prior to litigation, are not pecuniary in nature. He relies on the Supreme Court of Canada decision in *Pearlman v. Manitoba Law Society Judicial Committee*. In that case, the Court held that the Manitoba Law Society did not have a pecuniary interest in a cost order against a lawyer found guilty of misconduct.<sup>9</sup>

69. Councillor Noel also submits that he still must spend money on his lawyer, so he would realize no gain.

### ***Parties' Positions on Pecuniary Interest in Litigation***

70. The parties were also asked, as a general matter, whether a party to litigation has a pecuniary interest in the outcome of the litigation.

71. Counsel for Councillor Noel submits that the answer depends on the circumstances and nature of the litigation. In the judicial review application, he seeks nothing of a pecuniary nature, just restoration of the status quo including in-person attendance at Council meetings.

72. In the words of his counsel, Councillor Noel “has nothing of a pecuniary nature to gain from the litigation, and indeed the only thing he gains upon success is the old situation as it was supposed to be all along.”

73. The Mayor responds to my question by stating that, “a party to ongoing litigation will almost always have a pecuniary interest in the outcome.” In his view, that general observation applies here.

74. The Mayor argues that, in addition to costs, the judicial review application affects other pecuniary interests of the Councillor. For example, City Council has ordered him to take respectful workplace training at his own expense. The Mayor says this means Councillor Noel has a direct pecuniary interest in quashing the City’s decision, because he will not incur the training expense if the relief sought in his judicial review application is granted.

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<sup>9</sup> [1991] 2 S.C.R. 869.

## ***Parties' Positions on the Budarick Case***

75. Ms Budarick is a former Ontario municipal councillor. She was removed from office after contravening the MCIA. The two court decisions in her case address, among other issues, the question of whether, at a Council meeting, words that do not directly address a pecuniary interest may nonetheless amount to a discussion in respect of the pecuniary interest.<sup>10</sup>

76. Mayor Harrison's position is that Councillor Noel's conduct was equivalent to that sanctioned in *Budarick*. The Councillor's statements were intended to discourage the staff and the Council from taking steps against him to enforce proper conduct in the future. His comments had a "real connection" to his pecuniary interest.

77. I understand the Mayor to argue that, even if Councillor's Noel statements would not have caused the City to withdraw its response to the judicial review application, the statements were designed to cause the City to "think twice" about the amount of legal spending, which could have affected the volume of activity of the City's lawyers and, in turn, affected the amount of preparation required by Councillor Noel's own counsel, which would affect the Councillor's spending on his lawyer.

78. Mr. Sinding, on behalf of Councillor Noel, argues that the *Budarick* case turned on intention. The court held that Councillor Budarick's words were "likely designed and intended to denigrate" the fire department's service charges (which affected a pecuniary interest of her son) and she "intentionally" used her position to obtain a financial advantage for her son.<sup>11</sup>

79. According to Councillor Noel's lawyer, Mr. Noel's intention was to protect the taxpayers from wasteful spending. The claim that Councillor Noel intended to stop the City from responding to the judicial review application is an "imaginative interpretation" unsupported by the words, history, context and evidence.

## **FINDINGS OF FACT**

80. In making my determination, I rely on the facts in the Background section of this decision, and in this Findings of Fact section.

81. Findings of fact are made based on the standard of the balance of probabilities. The findings are based on consideration of evidence.

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<sup>10</sup> *Brudenell, Lyndoch and Raglan (Townships) (Integrity Commissioner) v. Budarick*, 2021 ONSC 7635 (CanLII); *Budarick v. Brudenell, Lyndoch and Raglan (Townships) (Integrity Commissioner)*, 2022 ONSC 640 (CanLII).

<sup>11</sup> 2022 ONSC 640 (CanLII), paras. 9, 28.

82. I find as a fact that the “Council” category in the CAO’s November 24 report on legal spending related almost entirely to matters involving Councillor Noel.

83. The November 24 report did not attribute legal matters to the involvement of any particular individual, but the December 15 report did. I find that, as of December 15, it was known to Council Members, or should reasonably have been known by Council Members, that all legal costs in the “Council” category related to matters involving Councillor Noel.

84. Consequently, when Councillor Noel addressed Council on January 12, he knew, or should have known, that most of the external legal costs of the City, and all of the legal costs in the “Council” category, were related to proceedings involving him.

85. While Councillor Noel’s notice of application for judicial review does not mention costs, I find as a fact that both parties are seeking costs. In paragraph 56 of his factum filed with the Divisional Court, the Councillor requests, “*certiorari* and a declaration of Charter violations, with costs.” In paragraph 86 of its factum, the City seeks a cost award in its favour.

86. Councillor Noel’s comments on November 24 and December 15 show that he was alive to the possibility that in the judicial review application a cost award might be made in his favour or against him.

87. One aspect of the Council decision being challenged in the judicial review application is a requirement that Councillor Noel attend sensitivity training, at a cost to him of \$495, before the ban on his in-person attendance will be lifted.

88. Most of the City’s legal expenses reported in the “Council” category related to the judicial review application. The smallest portion was the Integrity Commissioner fees, comprising just 2.5 per cent of the total.

89. I find that Councillor Noel’s January 12 remarks did not just relate to legal spending. They related more generally to the various legal proceedings between him and the City. I find that his remarks:

- a) Called the proceedings involving him a “witch hunt” and advocated that they stop.
- b) Implicitly criticized the “sanctions” that he is challenging in the judicial review application.
- c) Criticized the spending on legal proceedings involving him.
- d) Repeated the call for the proceedings involving him to end.

90. I find no evidence to suggest that Councillor Noel thought his remarks would influence City Council, the CAO or other City officials. On the contrary, I find that his remarks were incapable of persuasion and were not intended to persuade Council or any City official.

91. I find nothing to suggest that Councillor Noel was aware that his January 12 remarks contravened the MCIA.

## ISSUES AND ANALYSIS

92. I have considered the following issues:

- A. Did the Respondent have a pecuniary interest in the amount of the City's spending on legal fees, by virtue of a pecuniary interest in litigation including his judicial review application?
- B. If so, then did the Respondent contravene section 5.2 of the *Municipal Conflict of Interest Act* on January 12 by using his office in any way to attempt to influence a decision or recommendation of an officer or employee on the amount of the City's spending on legal fees?
- C. Did the amount of the City's spending on legal fees become a matter considered by City Council at the January 12 meeting when the Respondent raised the matter at the meeting?
- D. If so, then did the Respondent contravene section 5 of the *Municipal Conflict of Interest Act*?<sup>12</sup>
- E. Should I make an application to a judge?

### **A. *Did the Respondent have a pecuniary interest in the amount of the City's spending on legal fees?***

93. Yes. In my opinion, he does. I believe that he has a pecuniary interest in his litigation with the City and that the City's spending on legal fees has a real connection to that interest.

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<sup>12</sup> In describing issue D, the draft of this decision paraphrased the words of clause 5 (1) (a) and referred to failure to disclose a pecuniary interest. I agree with Mr. Sinding's May 7 submission that, "failing to disclose a pecuniary interest' is not the full test for a violation of section 5." The final wording takes his observation into account.

94. Under the MCIA, a “pecuniary interest” means a financial, monetary or economic interest.”<sup>13</sup>

95. The question of whether a Council Member has a pecuniary interest must be assessed based on the standard of a pecuniary interest that is real and present, and not speculative and remote. In the words used by Ontario Courts, that standard is an interest that is actual,<sup>14</sup> definable,<sup>15</sup> and real.<sup>16</sup> A pecuniary interest does not arise from speculation based on hypothetical circumstances.<sup>17</sup> The question must be answered based on the balance of probabilities.<sup>18</sup>

96. As O’Connor and Rust-D’Eye have explained:<sup>19</sup>

**It does not matter whether the pecuniary interest is large or small** (subject to the exceptions contained in section 4); positive, negative or maintaining the status quo; direct or indirect; **or easily quantifiable**; nor is it relevant whether the member votes for or against his or her interest; whether that member’s vote carries the question; or whether the outcome of the vote itself serves or defeats the member’s interest. It is the fact that the member has a pecuniary interest in the matter that imposes the duty, not the direction or result of the vote. It is the act of participating in the debate or voting on the matter in contravention of the duties prescribed by the statute that constitutes the offence. [emphasis added]

97. The direction of the impact on a Council Member is irrelevant to whether a pecuniary interest exists. The impact may be positive or negative;<sup>20</sup> what counts is that the Council Member possesses a pecuniary interest in the matter.

98. I find that Councillor Noel has a pecuniary interest in his judicial review application, including but not limited to the matter of costs. According to his factum, he seeks a cost award against the City. According to the City’s factum, it seeks a cost award against him. At the end of the litigation, although it is not guaranteed, it is reasonably likely that one party will be required to pay costs to the other. Both parties have pecuniary interests, and those interests are not remote, speculative or hypothetical.

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<sup>13</sup> *Ferri v. Ontario (Attorney General)*, 2015 ONCA 683 (CanLII), para. 9.

<sup>14</sup> *Bowers v. Delegarde*, 2005 CanLII 4439 (Ont. S.C.), para. 78; *Darnley v. Thompson*, 2016 ONSC 7466 (CanLII), para 59; *Rivett v. Braid*, 2018 ONSC 352 (CanLII), para. 51.

<sup>15</sup> *Lorello v. Meffe* (2010), 99 M.P.L.R. (4th) 107 (Ont. S.C.J.), para. 59; *Darnley v. Thompson*, para. 59.

<sup>16</sup> *Methuku v. Barrow*, 2014 ONSC 5277 (CanLII), paras. 43, 48; *Lorello v. Meffe*, para. 59; *Darnley v. Thompson*, para. 59.

<sup>17</sup> *Gammie v. Turner*, 2013 ONSC 4563 (CanLII), para. 57; *Darnley v. Thompson*, para. 63.

<sup>18</sup> *City of Elliot Lake (Integrity Commissioner) v. Patrie*, 2023 ONSC 223 (CanLII), para. 21.

<sup>19</sup> M. Rick O’Connor and George H. Rust-D’Eye, *Ontario’s Municipal Conflict of Interest Act: A Handbook* (2007), at 15.

<sup>20</sup> *Cooper et al. v. Wiancko et al.*, 2018 ONSC 342 (CanLII), para. 63.

99. I do not agree that a cost award is neutral because it merely offsets a portion of expenditure already incurred. An analogous argument was considered and rejected in *Davidson v. Christopher*.<sup>21</sup> Partial reimbursement of what one has spent is a pecuniary benefit, and partial reimbursement of one's opponent is a pecuniary cost.

100. Aside from the cost-award issue, I agree with Mayor Harrison that Councillor Noel also has a pecuniary interest in the \$495 cost of mandatory sensitivity training, which is part of the decision that the judicial review application seeks to overturn.

101. The size of a pecuniary interest has no bearing on whether a pecuniary interest exists. (However, once a pecuniary interest is found to exist, its size is relevant under clause 4 (k) of the MCI, which exempts, "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.")

102. The finding that Councillor Noel has a pecuniary interest in the litigation leads easily to the conclusion that he has a pecuniary interest in how much the City is spending on the litigation.

103. While the parties have made detailed submissions on this point, my view is that the analysis is simple and obvious. On January 12, Councillor Noel launched into criticism of the City's expenditure on litigation in which the Councillor has a pecuniary interest. Having a pecuniary interest in the litigation, he also has a pecuniary interest in the criticism. Having a pecuniary interest in the litigation, Councillor Noel possesses a pecuniary interest in how the City is handling the litigation, including but not limited to how much it spends.

104. The ruling of the Divisional Court in *Budarick* is directly on point:

- a) The issue is whether there is a "real connection" between the litigation and spending on the litigation.<sup>22</sup> Clearly, there is.
- b) Councillor Noel should not have "tak[en] part in the discussion of any question in respect of the matter that gives rise on the conflict"<sup>23</sup> – in other words, the litigation.

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<sup>21</sup> 2017 ONSC 4047 (CanLII), para. 25. "The respondent's position is that exchanging money for land, as in an expropriation, is a substitution of equivalent values with no benefit to the respondent. ... I do not accept [that] proposition. On its face, the sale of a commodity constitutes a benefit. The real estate market exists because of the financial and economic benefits."

<sup>22</sup> *Budarick v. Brudenell, Lyndoch and Raglan (Townships) (Integrity Commissioner)*, 2022 ONSC 640 (CanLII), para. 47.

<sup>23</sup> *Ibid.*, para. 48.

- c) “[W]hen a member has a pecuniary interest in a matter under discussion in a council, the member should refrain from entering the fray, even in respect of issues that may seem tangential.”<sup>24</sup>

105. I must add that Councillor Noel did not just criticize the spending. He called for the proceedings against him (“witch hunt”) to “stop” and to “end.” Having a pecuniary interest in the litigation, Councillor Noel also has a pecuniary interest in ending it.

106. It is argued that Councillor Noel’s comments could not possibly affect the City’s approach to the litigation. This factor may be relevant to whether I should pursue this matter in the Superior Court of Justice, but it has no bearing on whether a pecuniary interest exists. However, it may be relevant to the application of section 5.2 of the MCI, considered under the next heading.

107. It is argued that Councillor Noel’s intention was to protect the public from wasteful spending. Intention is not relevant to whether a pecuniary interest exists. Further, the Councillor knew, or should have known, that the legal spending in the “Council” category related to him. On the other hand, the intent or absence of intent to influence is relevant to the application of section 5.2 of the MCI, and may also be relevant to consideration of the clause 4 (k) exception.

108. It is argued that the judicial review application is a defensive measure by Councillor Noel that attempts to restore the status quo. I accept that Councillor Noel views the litigation that way. From his perspective, the litigation (in which I have found he possesses a pecuniary interest) attempts to undo the “witch hunt.” In my view, because the “witch hunt” and the judicial review application are connected (the latter is part of his response to the former), when he criticized the “witch hunt” he was discussing his litigation or a matter closely connected to it.

109. In response to the draft decision, the Councillor’s lawyer made further submissions concerning the meaning of “witch hunt.”

Finally, it is submitted that the witch hunt Mr. Noel sought to stop was not the judicial review, it was to stop future persecution by the Mayor and CAO, e.g. future additional health and safety and IC complaints, and the wording you analysed was directed at this, not the future.

110. I accept the explanation that the Councillor used “witch hunt” in a forward-looking sense: in other words, “do no more to me.” However, it seems clear from the context that “witch hunt” also referred to what had already occurred. The Councillor asked to “stop” the witch hunt. An activity can only be stopped if it is already underway. The verb choice reflects a belief that elements of the witch hunt had already taken place.

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<sup>24</sup> *Ibid.*, para. 50.

111. The cost of the sensitivity training is under \$500. The amount does not matter to the existence of a pecuniary interest. However, it is relevant to clause 4 (k) of the MCIA, discussed starting at paragraph 124, below, and may be relevant to whether I should make an application to the Superior Court of Justice.

**B. *Did the Respondent contravene section 5.2 of the MCIA?***

112. No, I do not believe that Councillor Noel contravened section 5.2.

113. Section 5.2 is about attempting to influence. It prohibits a Council Member from using office “in any way to attempt to influence any decision or recommendation” of a City officer or City employee in a matter in which the Member has a pecuniary interest.

114. In my view, the evidence does not support a finding that Councillor Noel was attempting to influence the Council, the CAO or any other official. On the contrary, it is clear that Councillor Noel had no ability to influence them, and he was not trying to influence them, certainly not in relation to his litigation.

**C. *Did the City’s spending on legal fees become a matter considered by Council at the January 12 meeting?***

115. Yes. The spending became a matter of consideration once the Councillor raised it.

116. Once again, while the parties have addressed this issue in some detail, I believe that the analysis is quite straightforward. If a Council Member has a pecuniary interest in a matter, then the Member must not discuss the matter during a meeting.

117. The purpose of the MCIA and the appropriate approach to its interpretation were set out by the Divisional Court nearly one-half century ago in *Re Moll and Fischer*.<sup>25</sup>

The obvious purpose of the Act is to prohibit members of councils and local boards from engaging in the decision-making process in respect to matters in which they have a personal economic interest. The scope of the Act is not limited by exception or proviso but applies to all situations in which the member has, or is deemed to have, any direct or indirect pecuniary interest. There is no need to find corruption on his part or actual loss on the part of the council or board. So long as the member fails to honour the standard of conduct prescribed by the statute, then, regardless of his good faith or the propriety of his motive, he is in contravention of the statute. ...

This enactment, like all conflict-of-interest rules, is based on the moral principle, long embodied in our jurisprudence, that no man can serve two masters. It recognizes the fact that the judgment of even the most well-

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<sup>25</sup> (1979), 23 O.R. (2d) 609 (Div. Ct.), at 612.

meaning men and women may be impaired when their personal financial interests are affected. Public office is a trust conferred by public authority for public purpose. And the Act, by its broad proscription, enjoins holders of public offices within its ambit from any participation in matters in which their economic self-interest may be in conflict with their public duty. The public's confidence in its elected representatives demands no less.

Legislation of this nature must, it is clear, be construed broadly and in a manner consistent with its purpose.

118. It is observed that the City's spending on litigation and the judicial review application were not on the agenda, and Council considered no motion concerning them. This is true but does not defeat the application of the MCI A. It cannot be the case that a Member is permitted to raise and to discuss a matter of pecuniary interest to the Member so long as the matter is not on the agenda and not the subject of a motion. The only rational interpretation consistent with the purpose of the MCI A is that, once a Member starts talking about a matter of pecuniary interest, it becomes a "matter [that] is the subject of consideration" under section 5 of the MCI A.

119. The jurisprudence supports the proposition that pecuniary interests are not engaged by non-substantive motions (such as to receive for information)<sup>26</sup> and motions on topics outside a Council's authority.<sup>27</sup> However, these other cases do not cover the situation where a Member uses a meeting to start advocating on a matter of pecuniary interest that falls within municipal jurisdiction and Council's authority.

#### ***D. Did the Respondent contravene section 5 of the MCI A?***

120. Technically, he contravened one portion of section 5. He did not breach the remaining portions.

121. The draft decision sent to the Respondent referred generally to section 5. After considering Mr. Sinding's comments on the draft, I have in this final decision separately addressed the various components of section 5.

122. Section 5 of the MCI A (excluding subsection (2.1), which was irrelevant to the situation) reads as follows:

(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,

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<sup>26</sup> *Lediard v. Clarke* (1997), 44 M.P.L.R. (2d) 82 (Ont. Gen. Div.), para. 18.

<sup>27</sup> *Magder v. Ford*, 2013 ONSC 263, 113 O.R. (3d) 241 (Div. Ct.), para. 72; *Methuku v. Barrow*, note 16, para. 48; *Yorke v. Harris*, 2020 ONSC 7361 (CanLII), paras. 51-52.

- (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.

(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.

...

(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).

123. The above passage imposes five different requirements. First, disclosure of a pecuniary interest: clause 5 (1) (a). Second, recusal from the discussion and vote: clause 5 (1) (b). Third, not attempting to influence the voting: clause 5 (1) (c). Fourth, withdrawal from a closed meeting: subsection 5 (2). Fifth, disclosing the interest at the next meeting following an absence: subsection 5 (3).

124. Councillor Noel did not breach subsection 5 (2) because there was no closed meeting. He did not breach subsection 5 (3) because he was present on January 12.

125. As explained in paragraph 114, I have found no evidence that Councillor Noel was attempting to influence a decision. Consequently, he cannot be found to have breached clause 5 (1) (c), as that clause prohibits the attempt to influence.

126. Clause 5 (1) (a) requires disclosure of a pecuniary interest prior to consideration of a matter. Ordinarily, this requirement arises when a matter of pecuniary interest appears on the agenda. When the matter is not on the agenda, and the Member who possesses the pecuniary interest initiates discussion of it, it is more straightforward to analyze and to apply the requirement in clause 5 (1) (b). I will consider that clause instead of clause 5 (1) (a), which applies awkwardly to this situation.

127. Clause 5 (1) (b) refers to discussing and voting. I agree with Mr. Sinding that Councillor Noel did not vote as there was no vote. This leaves the issue of discussion.

128. Did Councillor Noel breach clause 5 (1) (b) by discussing a matter in which he had a pecuniary interest?

129. Again, the Divisional Court decision in *Budarick* governs this situation.<sup>28</sup> On January 12, Councillor Noel started to talk about his litigation and the “witch hunt” that (in his view) made his litigation necessary. By raising these topics, he made them a subject of consideration at the meeting. However, because of his pecuniary interest, he should not have discussed them.

130. I refer to this as a technical contravention of clause 5 (1) (b) because the Councillor did not say much about the litigation, and he said even less about the City’s spending on it. (He said more about these topics on November 24 and December 15, but only his January 12 remarks are at issue in this inquiry.) Nonetheless, as summarized in paragraph 89, he did advocate that the proceedings involving him (“witch hunt”) be stopped and did criticize the spending on legal proceedings involving him. Because of his pecuniary interest in the matter, he should not have brought it to the floor.

131. In his submissions on the draft decision, the Councillor’s lawyer argues that my analysis of contravention cannot separate clauses (a), (b) and (c) of subsection 5 (1). He writes:

[T]o violate 5 (1) requires violation of all of (a), (b) and (c). The “and” connector between (b) and (c) means that the provision must be read conjunctively, not disjunctively, such that all 3 conditions must be met to establish a violation. Both require improper influence.

132. When it comes to compliance, I agree with this submission. When it comes to non-compliance, I disagree.

133. To comply fully with subsection 5 (1) of the MCIA, a Council Member must satisfy clause (a), clause (b) and clause (c). The word “and” in the list means the clauses are to be read conjunctively. The Member must comply with all three.

134. However, it cannot be the case that a Member is only in breach when the Member contravenes all of clause (a), clause (b), and clause (c). Because compliance requires adherence to all three, a Member is non-compliant if the Member breaches any one of the three.

135. Through legal counsel, the Respondent submits that the issue in *Budarick* was whether she attempted to influence the decision. Influence was indeed an issue in the case, but *Budarick* does not hold that only an attempt to influence is capable of breaching section 5.

136. In addressing the draft decision, the Respondent again argues (citing *Budarick*) that intention is an essential element of a contravention. In my view, not every contravention of section 5 requires intention. I agree that intention is relevant to an attempt

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<sup>28</sup> *Budarick*, note 22, para. 49.

to influence. What a Member is trying to achieve is connected to what the Member is thinking. On the other hand, intention is irrelevant to some other requirements of section 5. Under clause 5 (1) (a), an interest either is disclosed or is not; the intention to disclose is not relevant. Under clause 5 (1) (b), one votes or does not, and one discusses or does not; the intention to vote or to discuss is irrelevant.

137. Finally, I have considered whether the Councillor's remarks were not subject to section 5.

138. Section 4 of the MCI A sets out eleven exceptions to the requirement to declare a pecuniary interest and withdraw from decision-making and voting. One exception is clause (k).

Sections 5 and 5.2 do not apply to a pecuniary interest in any matter that a member may have ... (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.

139. It should be noted that section 4 does not negate the existence of a pecuniary interest. Section 4 merely provides that the pecuniary interest does not need to be declared and that the Member does not need to withdraw from decision-making, voting and attempting to influence others.

140. The test, under clause 4 (k), of what can be reasonably regarded as likely to influence, is based on the standard of a reasonable elector fully apprised of all the circumstances.<sup>29</sup>

141. Under clause 4 (k), the amount or extent of a pecuniary interest does matter. If the interest is so insignificant – for example, so small – that it cannot reasonably be regarded as likely to influence the Council Member, then sections 5 and 5.2 of the MCI A do not apply.

142. Regardless of my opinion of it,<sup>30</sup> the Court of Appeal decision in *Ferri v. Ontario* states the law in Ontario and is binding on me. *Ferri* makes clear that the clause 4 (k) analysis is subjective and specific to the Member. Motive is relevant, as are other contextual factors that might make a reasonable elector more or less likely to regard the pecuniary interest as so remote or insignificant that it is unlikely to influence the Member.<sup>31</sup>

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<sup>29</sup> *Ferri v. Ontario*, note 13, para. 16.

<sup>30</sup> I have previously criticized *Ferri*, as well as cases such as *Amaral v. Kennedy*, [2012] O.J. No. 3766 (Div. Ct.), para. 41, for introducing subjective factors into the interpretation of the MCI A's exceptions and weakening the Act's application: *Deutschmann v. Ostner*, 2023 ONMIC 5 (CanLII), paras. 16-18; *Davis v. Carter*, 2020 ONMIC 5 (CanLII), paras. 63-65. Nonetheless, in MCI A cases, I am required to follow and to apply *Ferri*.

<sup>31</sup> *Ferri*, note 13, paras. 16-22.

143. I have taken into account the cost of the mandatory sensitivity training. I have taken into account that a cost order in favour of one party or the other is likely but not certain. I have also taken into account that Councillor Noel's motive was not to persuade Council or the City, as it would have been futile for him to try. Nonetheless, the *Ferri* factors require me to look at the importance to Councillor Noel, as opposed to the impact on his colleagues.

144. In my view, the circumstances would cause a reasonable elector to view the pecuniary interest as personally significant to Councillor Noel. It directly relates to him and directly affects him. He chose to raise the matter during the Council meeting. He brought it to the floor.

145. My opinion is that the Councillor's pecuniary interest in the litigation was not exempted by clause 4 (k).

### ***E. Should I make an application to a judge?***

146. No. I do not believe this is appropriate.

147. The *Municipal Act* provides that the Integrity Commissioner must decide whether to take the MCIA allegation to the Superior Court of Justice. I *believe* that Councillor Noel technically breached clause 5 (1) (b) of the MCIA (not the remaining provisions of section 5 and not section 5.2), but only a judge can determine whether he did so. Only a judge can impose a penalty.

148. Significantly, the Ontario Legislature, in section 223.4.1 of the *Municipal Act*, has left the decision to Integrity Commissioners. Councils do not get to ratify or approve Integrity Commissioners' MCIA litigation. Under section 223.4.1, Integrity Commissioners do not make recommendations on litigation; they decide.

149. The cost of an Integrity Commissioner's court application would be borne by the City of Dryden. Such litigation can be expensive. Even in small municipalities, some Integrity Commissioners have launched costly litigation under the MCIA.

150. A former Integrity Commissioner of Elliot Lake took an MCIA case to court, and then appealed (and lost<sup>32</sup>), at a cost to the municipality of \$263,259.<sup>33</sup> Council did not

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<sup>32</sup> *City of Elliot Lake v. Pearce*, 2021 ONSC 7859 (CanLII) (Div. Ct.)

<sup>33</sup> City of Elliot Lake, Staff Report, Review of Legal / Integrity Commissioner Fees (October 11, 2022), online: <https://pub-elliottlake.escribemeetings.com/filestream.ashx?DocumentId=4853>, at 4. The row titled "Conflict of Interest Councillor Pearce" shows costs of the MCIA proceedings.

support the appeal and had terminated the Integrity Commissioner's appointment but was powerless to stop the case from continuing at municipal expense.<sup>34</sup>

151. While other Integrity Commissioners clearly are emboldened by the power to launch litigation for which their municipalities must pay, I view this power as imposing on Integrity Commissioners the responsibility to act prudently and responsibly.

152. The guidance of the provincial Ombudsman is not binding on municipal Integrity Commissioners, but I agree with the observation in the Ombudsman's publication, *Codes of Conduct and Integrity Commissioners: Guide for Municipalities*, that Integrity Commissioners should ensure they use municipalities' resources efficiently.<sup>35</sup>

153. This is a technical breach. Nothing that Councillor Noel said had an impact on decision-making. He spoke out against what he saw (and sees) as a "witch hunt," without considering the impact of the MCI.

154. I do not feel that expensive litigation, at significant cost to the City, would be in the best interests of Dryden. The content of this decision speaks for itself and will be available to guide Council Members, during both this term and the next.

155. Consequently, I do not consider it appropriate for me to apply to a judge for a determination as to whether Councillor Noel contravened section 5 of the MCI.

## DECISION

156. I will not apply to a judge under section 8 of the MCI for a determination as to whether Councillor Ritch Noel contravened the MCI on January 12, 2026.

157. My decision does not require Council approval and is not subject to appeal.

158. However, the Applicant (Mayor Harrison), within six weeks from the date of this decision, has the right to commence an application against the Respondent in the Superior Court of Justice.

## PUBLICATION

159. The *Municipal Act* requires that, after deciding whether or not to apply to a judge, the Integrity Commissioner shall publish written reasons for the decision. This decision

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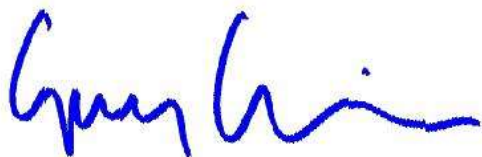
<sup>34</sup> City of Elliot Lake, "City's Integrity Commissioner Appealing Judge's Decision in Pearce Case" (June 9, 2021), online: <https://www.elliottlake.ca/Modules/News/index.aspx?feedid=bdf1ae07-dd3a-45a8-800d-df1b26836bdc&newsId=17a70d6b-ad0f-438c-b633-c94900b97a04>

<sup>35</sup> Ontario, Ombudsman, *Municipal Integrity Commissioners: Best Practice Guide* (2024), at 24.

will be published by providing it to the City to make public and by posting on the free, online CanLII database as decision 2026 ONMIC 3.

160. Subsection 223.5 (2.3) of the *Municipal Act* states that I may disclose in these written reasons such information as in my opinion is necessary. All the content of these reasons is, in my opinion, necessary.

The undersigned, who was appointed as Integrity Commissioner under section 223.3 of the *Municipal Act* and who commenced the inquiry while duly in office, issues these reasons pursuant to the authority preserved with the City's agreement.



Guy Giorno  
Integrity Commissioner (for this inquiry)  
City of Dryden

May 13, 2026