

Schedule "A"

CITY OF NORTH BAY INTEGRITY COMMISSIONER, GUY GIORNO

Citation: Re Chirico, 2025 ONMIC 6

Date: October 25, 2025

INQUIRY REPORT

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THE REFERRAL

1. Subsection 223.4 (1) of the *Municipal Act* permits a municipal council, a council member or a member of the public to request an inquiry about whether a council member has contravened the applicable code of conduct. Nothing prevents council members from requesting inquiries about themselves.
2. On June 26, Mayor Peter Chirico made the following written request: “I would ask that you conduct an investigation under the Code of Conduct, regarding issues surrounding my expense reports/claims.”
3. I commenced an inquiry and assigned it File No. 2025-05-CC.

SCOPE OF INQUIRY

4. This report considers expenses that have already been repaid.
5. With few exceptions, the most obviously personal expenses (e.g., pet food, cigarettes, pool supplies) were always identified as personal and intended to be repaid by offsetting against mileage that was owed.
6. The only subject of this inquiry is the Mayor. An Integrity Commissioner does not have jurisdiction to review the conduct of municipal employees. The only issue in this inquiry is whether the Mayor contravened the Code of Conduct. The actions of City employees are mentioned in this report only to the extent that those actions are relevant to my findings concerning the Mayor.
7. This report should not be interpreted as any sort of comment on staff responsibility for what occurred. Where there was a breach of the Code, the Mayor is accountable.
8. Nor do I have jurisdiction *in this inquiry* to make findings about the conduct of other Council Members. The inquiry relates solely to the Mayor’s conduct, and it would be unfair to make findings about Members who were not informed that their actions would be scrutinized.¹ Other Members’ compliance with the Code is not at issue here, and this report must not be read as any suggestion about their responsibility.
9. An Integrity Commissioner has no authority to make findings under the *Criminal Code*. Nothing in this report is intended, or should be interpreted, as a comment on criminal liability. I decided not to suspend the inquiry pending a police investigation. My reasons for not suspending are detailed below.

¹ If a formal complaint were to be made against another Member, then I would handle it according to the usual process, which includes giving that Member notice of the allegations and a fair opportunity to be heard.

10. Neither the Code of Conduct nor the *Municipal Act* gives me specific authority over the transparency of municipal operations and the extent and timing of disclosure to the public.

11. Article II, which sets out the Principles of the Code of Conduct, reads in part as follows:

The principles that underline this Code of Conduct are as follows:

...

(c) Members are expected to perform their duties in office and arrange their private affairs, in a manner that promotes public confidence and will bear close public scrutiny;

(d) Members must recognize and act upon the principle that democracy is best achieved when the operation of government is made as transparent and accountable to the public as possible

...

12. The Code states that Members must “act upon the principle that democracy is best achieved when the operation of government is made as transparent and accountable to the public as possible.”

13. A statement of principle is not a stand-alone provision of the Code. In other words, a Member cannot be found to have contravened a statement of principle,² such as the principle that democracy is best achieved when government’s operation is made transparent and accountable.

14. However, a statement of principle can and should be used to interpret the substantive rules in the Code. In this case, I have taken Article II (Principles) into account as I interpret and apply Articles VI and XII.

15. Several sections of the *Municipal Act* govern matters such as open and closed meetings and mandatory reporting of Council Members’ expenses, but none of those provisions are within an Integrity Commissioner’s jurisdiction. For example, whether a meeting was improperly closed to the public is an issue within the purview of the Closed Meeting Investigator.

² *Anderson, D. v. Pinto (No. 2)*, 2021 ONMIC 34 (CanLII), para. 35; *Newman v. Brown*, 2021 ONMIC 11 (CanLII), paras. 55-59; *Jacobs v. Gardhouse*, 2021 ONMIC 1 (CanLII), paras. 65-67; *Singh v. Sprovieri*, 2018 ONMIC 20 (CanLII), paras. 68-77; *Re Partner*, 2018 ONMIC 16 (CanLII), paras. 30-33; *Re Beyak*, 2018 ONMIC 8 (CanLII), paras. 28-36; *Re Durham Region (Council Member)*, 2018 ONMIC 3 (CanLII), paras. 30-37; *Re Kett (No. 2)*, 2017 ONMIC 14 (CanLII), paras. 150-157; *Re Wilson*, 2017 ONMIC 13 (CanLII), paras. 118-123; *Re Ford*, 2013 ONMIC 12 (CanLII).

SUMMARY

16. I have examined the Mayor's credit card use, expense claims and reimbursements, and I have considered them in light of Article VI and Article XII of the Code.

17. The standard to be applied under the Code of Conduct is not perfection. A Member might make a mistake or misunderstand a process. Mistakes and misunderstandings are wrong, but they do not necessarily constitute breaches of the Code. Relevant factors include inadvertence, intention (or lack), knowledge (or lack), and reimbursement.

18. I have concluded that Article VI was not contravened and that there were some contraventions of Article XII.

19. During 2023 and 2024, the Mayor used his City-issued credit card for a variety of purchases. In March 2024 (for 2023 expenses) and in November 2024 (for 2024 expenses), the Financial Services Department identified charges that did not appear to be business-related.

20. While the preliminary list of non-business-related items was generated by the Financial Services Department, the final list of items that the Mayor would repay was agreed in discussions between the Mayor and CAO. The final list of claims that the Mayor was required to repay to the City totalled \$16,179.01.³ Subsequently, on his own initiative, he repaid an additional \$1,074.⁴

21. On his original Corporate Credit Card Authorization Forms, the Mayor had transparently stated that \$8,176.26 of these expenses should not be paid by the City. Instead, the Mayor wanted these costs to be offset against funds that Mayor thought the City owed to him. In this way, he planned to absorb the costs personally. An additional \$412 was originally claimed from the City, but the Mayor subsequently agreed to absorb the amount personally by requesting that the claim be offset against money already owing to him.

22. This left an amount of \$7,590.75 that the Mayor had originally identified as business expenditures and agreed to repay only after the CAO presented to the Mayor the results of the review by the Financial Services Department.

23. The Mayor was given two options: either these costs would be treated as a taxable benefits, or he would reimburse the City. The Mayor chose to repay the City.

24. The credit card charges, expense claims and reimbursements fall into nine categories.

³ \$6,139.48 of these claims were for 2023 expenses, and \$10,039.53 were for 2024 expenses.

⁴ This amount was related to a 2022 expense claim.

25. The first category consists of charges on the City credit card that the Mayor asked to be offset against monies that he felt were separately owed to him by the City. Examples falling into this category were the costs of cigarettes, pet food and pool supplies, as well as most of the 2024 gas charges. Despite the Mayor's candid acknowledgement that he wanted to bear these costs personally, the requesting of offsets was not acceptable from an accounting perspective, the process was poor, and the underlying assumption that sufficient monies were owing to the Mayor and available for offset was flawed. However, I do not find that the handling of these costs breached the Code.

26. In the second category are four charges on the City credit card that the Mayor had to repay because he did not possess receipts. While expense claims must be documented, the issue here is whether failing to produce \$89.59 in receipts contravenes the Code. In my view, it does not.

27. The third category consists of \$2,838.16 in credit card charges for gas and car washes, that the Mayor claimed as City expenses on the Corporate Credit Card Authorization Forms.⁵ During 2023, all gas and car wash purchases for his personal vehicle were processed as City expenses, without comment.⁶ After he was told that he must pay them personally, he accepted the need to repay the prior expenses, he stopped identifying the gas and car washes as City expenses, and he accepted responsibility by asking that gas and car wash costs be set off against the monies owed to him. The Mayor's original, incorrect understanding of who was responsible for gas and car wash expenses was a mistake but did not contravene the Code of Conduct.

28. In the fourth category are \$50 annual memberships in the Davedi Club for two consecutive years. I accept the evidence of the former CFO/Treasurer that, from an accounting perspective, these could not be considered business expenses. Nonetheless, I do not find that the Mayor's error in claiming this expense rose to the level of a Code of Conduct contravention.

29. The fifth category covers expenses, excluding hockey, golf, and meals with relatives, whose appropriateness was accepted by the CAO, either from the beginning or following his discussions with the Mayor. I do not find that any of these expenses contravenes the Code.

30. The sixth category consists of two cigarette purchases made on the City credit card and subsequently identified as City expenses on the Corporate Credit Card Authorization Forms. While the Mayor identified other cigarette charges as his personal responsibility, two ended up being claimed as City expenses. I find that this occurred

⁵ His gas and car wash claims for City payment totalled \$2,188.46 in 2023 and \$649.70 in 2024.

⁶ The CAO did amend the form to provide that a January 2023 cost of fueling a rental car, used to travel to an NOHFC board meeting, would be taken from mileage. See paragraph 53. This purchase is not included in the \$2,838.16 total.

inadvertently or in error. The Mayor agrees that his cigarette expenses are personal. I do not find that the mistaken processing of two cigarette costs breached the Code.

31. I find that the Code of Conduct was contravened in the handling of the next three categories of expenses. I have considered the fact that expense claims were processed and paid. I have also considered discussions between the Mayor and City management. My findings of contravention relate to those expenses that – despite being processed and paid and despite having been discussed with management – cannot reasonably be viewed as relating to business of the City.

32. The seventh category comprises three personal meals that were claimed as City business even though the only participants were relatives of the Mayor. The Mayor should have known that these were not proper City expenses. The situation was compounded by the manner in which the expenses are described on the Corporate Credit Card Authorization Forms: “working lunch” (Mayor and wife), “meeting” (Mayor and wife), and “lunch meeting” (Mayor and his brothers). I find that identifying these meals as City business contravened Article XII.

33. The eighth category consists of hockey tickets, worth \$3,166.50.⁷ (In 2024, a further amount of \$412 was originally claimed as City business but, following a discussion with the CAO, the Mayor agreed to treat it as a personal expense to be offset from other monies owed to him.) While the Mayor explained that he spent his time at the games entertaining guests and speaking to people and, consequently, conducting City business, I note that for years prior to the election he purchased hockey tickets and personally absorbed the cost. In 2022, he ordered the tickets in June and paid for them with the City’s credit card a week after his swearing-in. I find that the election did not transform the Mayor’s attendance at hockey games into City business, and that getting the City to pay for this personal activity contravened Article XII.

34. Every expenditure in this eighth category has been reimbursed. The purchase in 2022 of 2022-23 season tickets was not within the scope of City finance staff’s review (which covered expenses incurred in 2023 and 2024) and only came to light during this inquiry. The Mayor has since reimbursed the City for the cost of the 2022-23 season tickets.

35. The ninth and final category consists of \$2192.96 in 2023 golfing expenditures, including a \$1604.60 season pass. For years prior to his election as Mayor, Mr. Chirico purchased golf season passes and personally bore the costs. I find that the mayoral election did not transform golf into City business; it remained a personal activity, and paying for the personal expense with City funds contravened Article XII. This finding is

⁷ By year, the breakdown of these expenses was \$1,074 in 2022, \$1396 in 2023, and \$696.50 in 2024. By type of game, the breakdown was \$2,274 during the regular season and \$549.50 during the playoffs.

limited to 2023; after that, the Mayor accepted personal responsibility for golf costs on the credit card, and asked that they be offset against monies otherwise owed to him.

BACKGROUND

36. Osprey Links Golf Course, in the Municipality of Callander, opened in 1999. Mr. Chirico has purchased an annual golf membership each year since, by his recollection, approximately 2000.

37. Mr. Chirico has purchased (in the names of him and his wife) a pair of Battalion season passes each year since 2013-14, when the team relocated to North Bay from Brampton. His seats have continually been in the same spot in Memorial Gardens.

38. Mr. Chirico's nomination form was received by the City Clerk on May 2, 2022. He won the October 24 election and took office as Mayor on November 14.

39. Shortly afterward, the Mayor received a City of North Bay corporate credit card. He was not provided with any policy or rules governing the card's use.

40. He used the credit card on November 21 to pay \$1,074 for Battalion tickets (for the entire 2022-23 regular season) that he had ordered on June 13 of that year.

41. Purchases on the corporate credit card were subject to reporting via a Corporate Credit Card Authorization Form. Typically, the form was submitted at the end of a credit card billing period, accompanied by the credit card statement and the corresponding receipts.

42. Each form is signed by and submitted in the name of the cardholder, in this case, Peter Chirico. There is a line for "Departmental Authorization," where in this case the CAO would sign.

43. The body of the form is divided into rows (one for each transaction) and five columns. One column is reserved for "Finance Dept Only"; it was left blank when the form was signed and submitted. The other columns are labelled "Supplier," "Explanation," "Invoice Total" and "Account."

44. The last column is used to record the general ledger code for each individual expenditure. The Mayor is a unique cost centre, under which fall various account codes such as Meals, Receptions, Conferences & Seminars, and Corporate Initiatives.

45. The Corporate Credit Card Authorization Form does not contemplate use of a City credit card for personal expenditures. It allocates no space to identify a charge as personal.

46. The form does not contain an express statement to the effect that the cardholder, by signing, confirms that each charge relates to City business. This is understood, because the City pays the credit card company's invoices. Also, the presence of a general ledger account code on the submitted form is an attestation that an individual cost belongs on the books of the City.

47. On a monthly basis, the Mayor sat down with his shared assistant and they reviewed his receipts. The assistant then prepared the Corporate Credit Card Authorization Form for his signature and the CAO's authorization.

48. To identify a personal expense, the Mayor's assistant would make an entry in either the Explanation or Account field. Typically, the words "Take from mileage" would appear in the Account column in place of a general ledger cost code.⁸ These words, or similar ones, indicated that the charge was for a personal expense of the Mayor who would effectively reimburse the City by asking that the cost be offset against other monies owed to the Mayor, such as amounts due for mileage.

49. As noted, the Mayor did not prepare the Corporate Credit Card Authorization Form. The assistant did that for him following their meeting to review receipts. However, the Mayor signed each form and was responsible for the content.

50. The Mayor was aware that the City was paying the credit card bills. The Mayor was aware, or should have been aware, that by signing the Corporate Credit Card Authorization Form he was representing that the charges on the form related to City business, except any charges flagged by language such as "personal" or "take from mileage."

51. Including the hockey tickets (season passes for two people), four charges were placed on the Mayor's credit card during 2022. On the Corporate Credit Card Authorization Forms signed by the Mayor, none of these charges was flagged as personal or to be offset against mileage.

52. The Mayor subsequently signed twelve monthly Corporate Credit Card Authorization Forms for charges on credit card statements received during 2023.⁹ Those forms covered 172 charges on the City's credit card. Seven charges were identified as repayable by the Mayor and one was identified as partly repayable.

53. Five of the repayable charges, totalling \$748.92, related to the January 12, 2023, Northern Ontario Heritage Fund Corporation board meeting in Timmins.¹⁰ Mr. Chirico's

⁸ On the form for January 2023 credit card charges, and only on it, the words "Mayor's cheque attached" were used.

⁹ Five charges that were posted on or after December 21, 2023, appeared on the January 2024 credit card statement. This report includes them in the 2024 statistics.

¹⁰ Among the purchases were car rental and gas for the rental car.

office as an NOHFC director is unrelated to his role as Mayor. On the Corporate Credit Card Authorization Form signed by the Mayor, his assistant had typed the words “Mayor’s cheque attached” beside each item. The CAO then amended the form by crossing out these words, initialing the strikeouts, and replacing with the words, “Pay through mileage credit.”

54. The other two charges identified as fully repayable were purchases of \$21.89 from PetSmart and \$15.81 from Pet Valu in September 2023 and December 2023, respectively. The first was flagged “reimbursable from mileage,” and “personal” was written on the receipt. The second was annotated with “used wrong card” and “Take from mileage.”

55. Another charge was identified as partly repayable. On October 23, 2023, a package of ten car washes (\$83.99 + tax) and a pack of cigarettes (\$20.90 + tax) were purchased from MacEwan Petroleum. On both the receipt and the Corporate Credit Card Authorization Form were notations that \$20.90 should be taken from mileage. (This figure represented a slight shortfall in repayment to the City, since it excluded \$2.72 in tax on the cigarettes.)

56. Credit card charges in 2023 that the Mayor, at the time of signing the forms, did not classify as personal/repayable included hockey tickets (\$1396), golf membership (\$1604.60), golf fees, cart rental and golf course food/drink (\$588.36), gas for his personal vehicle (\$1869.40), and car washes (\$319.06). The City also paid \$50 for his annual Davedi Club membership.

57. The *Municipal Act*, section 284, requires every municipal treasurer to prepare a statement of council members’ remuneration and expenses by March 31. The statement must cite the by-law that authorizes each remuneration or expense.

58. In early 2024, during preparation of the statement for 2023 remuneration and expenses, the Financial Services Department became concerned that certain of the Mayor’s expenses could not be tied to by-law authority. The hockey tickets, golf membership, other golfing charges, and Davedi Club membership were the most obvious concern.

59. The staff in the Financial Services Department were uncomfortable seeing what they felt was repeated personal expenditure on the City’s credit card. They reported their concerns to the CFO/Treasurer. It is fair to acknowledge that the actions of these Finance employees ultimately led to the City’s recovery of \$16,179.01. On the other hand, it is also fair to recognize that the Mayor was not immediately aware of these internal concerns.

60. The CFO/Treasurer, who bore statutory responsibility for the accuracy of these statements, refused to issue any statement that characterized these costs as municipal

expenses, because they did not relate to City business. In her view, the only acceptable outcome was for City to treat the items as taxable benefits or for the Mayor to repay the expenses.

61. The CFO/Treasurer explained the concern orally to the CAO. Subsequently, she sent him a March 14, 2024, memo that read, in part, as follows:

It has been discovered that the corporate credit card belonging to Peter Chirico has been used to purchase a number of memberships/expenses which are not identified under any by-law. ... The expenses in question require an amended T4 to be issued to correctly report taxable benefits of approximately \$3,000 (as of the time of the memo the exact amount is unknown; however, is being quantified).

It is my understanding that communications with the individual have taken place earlier in the year to ensure the appropriate use of the credit card. It is my recommendation, further communications to the individual are required regarding the necessary issuance of an amended 2023 T4 (to include all taxable benefit transactions) which must be issued on or before March 20, 2024 as well as credit card privileges being revoked, and the card be immediately returned to the Finance Department.

62. The Mayor was not given this memo or made aware of it. He only learned about it when it was published in the *North Bay Nugget*.

63. When the Financial Services Department completed a detailed analysis of 2023 credit card charges and other expenses, it identified \$6,139.48 in Mayor's expenses that it could not justify as City business. The principal reason that this total was approximately twice the CFO's March 14 estimate was the inclusion of charges for gasoline and car washes. Since the Mayor was also claiming mileage, the CFO and Financial Services Department pointed out he could not also be paid to fuel and wash his car.

64. The Mayor's corporate credit card was not revoked, but the CAO did inform the Mayor that the \$6,139.48 would be treated as a taxable benefit unless it were repaid. Even though the repayment option was most personally disadvantageous,¹¹ the Mayor chose to repay. The Mayor felt that repayment was the open and transparent option.¹²

65. Reflecting his decision to repay, the published statement of the Mayor's 2023 expenses shows a series of year-end "receivables" from "P. Chirico" totalling \$6,139.48. While the Mayor had not yet paid the City back, the entries indicate that, as of December 31, 2023, he owed the City this amount.¹³

¹¹ The financial impact of the repayment option was equivalent to the amount repaid: \$6,139.48. If the amount were treated as a taxable benefit, then the Mayor would have been liable to pay income tax on that sum. The tax would have been significant, but substantially less than \$6,139.48.

¹² Interview of Mayor Chirico.

¹³ City of North Bay, Detailed Expenses Office of the Mayor for the Year 2023 (released August 2025).

66. In opting to reimburse the City, the Mayor was not conceding that the hockey and golf expenses were personal. On the contrary, he maintained them he used the Battalion tickets and golf membership for City business. (A more detailed explanation of his position appears below, starting at paragraph 118.)

67. Further, the Mayor was displeased because in 2023 he had discussed these costs several times with the CAO who (according to the Mayor's recollection) agreed it was legitimate for the City to pay them¹⁴ and had signed the "authorization" line on each Corporate Credit Card Authorization Form.

68. The CAO recalls somewhat differently that he (the CAO) was uncomfortable having the City pay for the hockey tickets and golf membership, that he counselled the Mayor to consider the optics (he recalls, in particular, pointing out that the golf course was outside the City), and that he eventually signed because the Mayor had already incurred the expenditures.

69. It is unnecessary to reconcile their different recollections. As I explain later in this report, my findings concerning the golf membership and hockey tickets are the same regardless of whose account of these events is preferred.

70. The Mayor's usage of the credit card and his expense reporting practices changed significantly starting in March 2024 – around the time of the Mayor's and CAO's discussions about expenses and the Mayor's decision to repay instead of accepting a taxable benefit.

71. The first two credit card statements of 2024, and corresponding paperwork, were similar to those in 2023. They covered 49 charges. Only one of them, a \$172.82 purchase from a local auto dealer/service centre, was identified as repayable by offsetting against mileage. The Corporate Credit Card Authorization Form signed by the Mayor explained, "used wrong card."

72. Then followed, starting in March 2024, a significant increase in the number of requests to repay charges on the City's credit card by deducting the amounts from the Mayor's mileage allowance. Over an eight-month period, Corporate Credit Card Authorization Forms signed by the Mayor requested that 75 credit card purchases worth \$8391.30 be repaid through mileage offsets.

¹⁴ The Mayor specifically recalls the CAO telling him that (in the Mayor's words), "I think that that's legitimate" and "There's no issue with that." On another occasion, the CAO said it was OK to put those expenses through. The CAO's only concern, the Mayor recalls, was that the golf course was in Callander and not in the City of North Bay. According to the Mayor, the CAO's position only changed after the CFO/Treasurer contacted him in early 2024. (Interview of Mayor Chirico)

73. For example, in May 2024, the Mayor used the City credit card to purchase a golf club season pass (\$1,707.84) and intended to repay the City through offsets from his mileage allowance.

74. The following table shows the number and value of requested offsets by month, starting in November 2022.

Credit Card Statement Date	No. Charges on Credit Card	No. "Offset" Charges to Repay	Value of "Offset" Charges to Repay
November 21, 2022	1	0	\$0.00
December 20, 2022	3	0	\$0.00
January 20, 2023	10	5	\$748.92
February 20, 2023	17	0	\$0.00
March 20, 2023	8	0	\$0.00
April 20, 2023	9	0	\$0.00
May 22, 2023	14	0	\$0.00
June 20, 2023	7	0	\$0.00
July 20, 2023	15	0	\$0.00
August 21, 2023	15	0	\$0.00
September 20, 2023	20	1	\$21.89
October 20, 2023	21	0	\$0.00
November 2023	18	<1 ¹⁵	\$20.90 ¹⁵
December 20, 2023	18	1	\$15.81
January 22, 2024	20	1	\$172.82
February 20, 2024	29	0	\$0.00
March 20, 2024	16	4	\$339.91
April 22, 2024	23	5	\$401.57
May 20, 2024	25	9	\$2,354.15
June 20, 2024	23	11	\$625.39
July 22, 2024	31	13 ¹⁶	\$1,505.83 ¹⁶
August 20, 2024	20	13	\$1,328.01
September 20, 2024	31	11	\$1,136.46
October 21, 2024	19	9	\$699.98
November 20, 2024	15	1	\$85.00

¹⁵ Of a \$118.53 MacEwan Petroleum charge, \$20.90 was identified as repayable. The repayable item was taxable; its full value was \$23.62.

¹⁶ Originally 12 items on the July 2024 credit card statement, totalling \$1,093.83, were identified as repayable, but after the CAO spoke to the Mayor a \$412 charge for hockey tickets was added to the list of offsets.

Credit Card Statement Date	No. Charges on Credit Card	No. "Offset" Charges to Repay	Value of "Offset" Charges to Repay
December 20, 2024	5	0	\$0.00
January 20, 2025	6	0	\$0.00
February 20, 2025	11	0	\$0.00
March 20, 2025	7	1	\$100.56
April 21, 2025	3	0	\$0.00
May 20, 2025	6	0	\$0.00

75. The idea that the Mayor could repay the City for his personal purchases through deductions from mileage originated in the mileage allowance to which he was entitled. A City by-law provides that a Member of Council authorized to use a personal automobile in the performance of duties for travel shall be reimbursed in accordance with the mileage rates set in the collective agreement between the City and CUPE Local 122.¹⁷

76. During 2023, mileage expenses of the Mayor's office were \$3,063.15¹⁸ This amount was large enough to accommodate the relatively small number of offsets that the Mayor requested over the course of the year.

77. Partway through 2024, the Mayor's entitlement to reimbursement for mileage was replaced by a vehicle allowance.

78. According to Mr. Chirico, the Mayor of North Bay historically received a car allowance and, at some point, this allowance was removed. According to the staff, any historic, mayoral car allowance predates collective memory and cannot be found in records.

79. Nonetheless, based on discussion with the CAO during 2023, the Mayor states that he understood a vehicle allowance would be introduced. Consistent with such a discussion, the Administration Recommended 2024 Operating Budget, dated February 23, 2024, provisionally allocated \$9,000 for this purpose.

80. Council approved the operating budget on April 2, 2024, but It took several more weeks for the vehicle allowance itself to be formally approved. On June 18, 2024, City Council adopted a resolution authorizing the updating of the Remuneration By-Law to provide the Mayor with a vehicle allowance in the amount of \$7,200 annually, to be indexed to inflation.¹⁹

¹⁷ By-Law No. 2016-48, Being a By-Law to Amend By-Law No. 1963-2100 (Mileage Rates).

¹⁸ City of North Bay, Remuneration & Expenses Office of the Mayor for the Year 2023.

¹⁹ Council Resolution 2024-193.

81. The necessary by-law was passed July 9, 2024, and it stated that it came into effect on passage.²⁰

82. The Mayor recalls and records confirm that the annual allowance was not first paid until October 2024, when much of it was offset against prior credit card charges as described below.

83. According to the Mayor, the increased use of the City credit card for “take from mileage” expenses was a result of the delay in implementing the vehicle allowance. From his perspective, the allowance had been approved in principle at the beginning of the year and then formally approved in summer; the delay in payment meant that the allowance owed to him “was accumulating at \$600 per month.”²¹ He explained to the CAO that he was offsetting the expenses against money he was owed – against a credit in his favour that accumulated until the allowance was paid. When the allowance was eventually paid to him, he expected the personal expenses to be offset against it.

84. It seems clear that the Mayor had not anticipated that the total requested offsets for personal expenditures in 2024 would exceed his entire vehicle allowance. In total, he requested offsets “from mileage” (effectively, his vehicle allowance) for \$8,566.37 in 2024 expenditures. In addition to the amount self-identified by the Mayor, the Financial Services Department calculated another \$1,473.16 in spending for which the City should not pay. The total reimbursable amount for 2024 was \$10,039.53.

85. That year, that Mayor had received only \$8,109.53 in vehicle allowance and mileage combined: the full annual vehicle allowance of \$7,200, and \$909.53 in mileage reimbursement for out-of-town travel.²² (\$1,845.20 that had been paid to him for mileage inside the City prior to passage of by vehicle allowance by-law was returned to the City.²³)

86. His repayment of the \$10,039.53 came from payroll deductions.²⁴

87. Once the Mayor began receiving the car allowance in October 2024 and started to repay the 2024 offsets,²⁵ the number of requested offsets on his Corporate Credit Card Authorization Forms (corresponding to the volume of personal charges on the credit card) significantly declined. There were only two during the seven-month period from November 2024 to May 2025.

²⁰ By-Law No. 2024-55.

²¹ Interview of Mayor Chirico.

²² City of North Bay, Remuneration & Expenses Office of the Mayor for the Year 2024.

²³ City of North Bay, Detailed Expenses Office of the Mayor for the Year 2024.

²⁴ City of North Bay, Detailed Expenses Office of the Mayor for the Year 2024.

²⁵ The first repayment, \$3,348.51, was recorded on October 31, 2024: City of North Bay, Detailed Expenses Office of the Mayor for the Year 2024.

88. The staff report on the proposed vehicle allowance indicated that the vehicle allowance would replace the mileage rate.²⁶

89. While everyone agrees that the vehicle allowance replaced the mileage rate, the events giving rise to this inquiry demonstrate that there was not a universal understanding of what the mileage rate covered. Was the mileage rate intended to cover vehicle costs such as fuel, car washes, and insurance? Until February 2024, the Mayor both claimed mileage and charged gas and car washes to the City's credit card without requesting offsets.^{27 28}

90. The mileage rate originates in By-Law No. 1963-2100. Since 1963, Council has amended its mileage rate legislation eight times.²⁹ While the by-law does not explicitly state that the mileage rate is intended to replace reimbursement for actual expenses of one's personal vehicle, I believe that this intention is implicit in the legislative history of the by-law and the text of successive provisions. In short, one cannot receive the mileage rate while also having the City pay the costs of operating one's vehicle.

91. While I am satisfied that this is the correct interpretation of the mileage rate, I find no evidence that a clear statement to this effect came to the Mayor's attention until 2024. During the first year of his term in office, the Mayor repeatedly incurred credit card charges for gas and car washes, while also claiming mileage, and his Corporate Credit Card Authorization Forms were signed and processed without comment about this point. Only in 2024 was the matter raised with him, as described above.

92. On July 4, 2025, the Mayor returned the corporate credit card to the CAO.

93. On July 10, City Council directed the staff to prepare, and on August 12 Council adopted, an amendment to the Accountability and Transparency Policy to provide that Council Members' expenses would be publicly reported on a quarterly basis in addition to an annual basis.³⁰

94. On September 19, the Director, Financial Services / Deputy Treasurer provided to Council, for information, a new Municipal Credit Card Policy that the staff developed.

²⁶ Report No: CORP-2024-060 (June 7, 2024), p. 5.

²⁷ From March 11, 2013, to February 18, 2024, the Mayor used the City credit card for 26 gas purchases totalling \$2,267.98 and 42 car washes costing \$391.54. Figures do not include gas purchased for rental cars.

²⁸ As of March 2024, he continued to purchase gas and car washes using the corporate credit card, but "take from mileage" appeared on the Corporate Credit Card Authorization Forms.

²⁹ The mileage rate provisions of By-Law No. 1963-2100 have been amended by By-Laws Nos. 1971-109, 1973-066, 1978-016, 1981-095, 1986-127, 2005-108, 2009-175, and 2016-048.

³⁰ By-Law No. 2025-68, Being a By-Law to Amend By-Law 2007-243, Accountability and Transparency Policy.

95. On September 29, City Council adopted a new Members of Council Expense Policy.

PROCESS FOLLOWED

96. Ordinarily, in operating under the Code, I follow a process that ensures fairness to both the individual bringing a Complaint (the Complainant) and the Council Member responding to the Complaint (the Respondent). In this case, the Mayor is, effectively, both Complainant and Respondent. Consequently, I have followed a different process that is fair.

97. I received the Mayor's request on June 26. I commenced the inquiry the same day.

98. I made a production request to the City Clerk and received and reviewed numerous relevant records.

99. I interviewed the Mayor twice, Chief Administrative Officer John Severino twice, Chief Financial Officer / Treasurer Margaret Karpenko³¹ once, and Human Resources Director Wanda Trottier once.

100. Under subsection 223.3 (3) of the *Municipal Act*, I delegated to Paul Burbank, a lawyer who works with me, the authority to conduct interviews. He participated in the interviews of the Mayor, CAO, and CFO/Treasurer, and he directly interviewed six Councillors, Strategic Initiatives Director Shannon Saucier,³² two other City employees, and two concerned citizens, Nicole Peltier and Kevin Ferris.

101. The Mayor received a full and fair opportunity to provide evidence and to state his position on the issues in this inquiry. While this report summarizes the evidence and the argument, and does not mention everything I considered, the report is based on all the information, all the interviews, and everything the Mayor submitted.

102. On October 5, I sent the Mayor and his lawyers a copy of a draft of this report, including the findings and reasons, and invited comment. On October 15, I received submissions on the draft from his legal counsel, Mr. Brian Gover and Mr. Fredrick Schumann. I received brief additional comments on October 24. This final report to City Council reflects my careful consideration of the Mayor's counsel's representations.

³¹ Ms Karpenko held this position when interviewed and during most of the events described in this report. Subsequent to the interview, she was appointed Executive Director of Finance and Chief Financial Officer of the City of Greater Sudbury. Depending on context, sometimes in this report she is referred to as the *former* CFO/Treasurer.

³² Ms Saucier was Director of Strategic Initiatives at the time of the interview. Previously, she was Director, Financial Services / Deputy Treasurer.

PRELIMINARY ISSUE

103. I took time to consider whether I possess the authority to suspend the inquiry pending the outcome of a police investigation or other investigation, and whether I should suspend the inquiry.

104. In my view, an Integrity Commissioner's only authority to suspend an inquiry pending investigation comes from the mandatory language of section 223.8 of the *Municipal Act*.

105. Section 223.8 of the *Municipal Act* requires an Integrity Commissioner who determines there are reasonable grounds to believe that there has been a contravention of the *Criminal Code* or of a provincial Act, other than the *Municipal Conflict of Interest Act*, immediately to refer the matter to the appropriate authorities, to suspend the inquiry until the disposition of any resulting police investigation and charge, and to report the suspension to Council.

106. Significantly, suspension under section 223.8 is not triggered merely because a police investigation or other investigation has been requested or even because an investigation exists.

107. A Code of Conduct inquiry is suspended only if the Integrity Commissioner determines there are reasonable grounds to believe that there has been a contravention of the *Criminal Code* or of a provincial Act, other than the *Municipal Conflict of Interest Act*.

108. Section 223.8 required that I consider the evidence in this inquiry to determine whether I had reasonable grounds to believe the *Criminal Code* or a provincial Act had been contravened. I did so. I determined that I lacked reasonable grounds to believe that a crime or provincial offence had been committed. Consequently, there was no basis for me to suspend the inquiry and to refer the matter to the police. I informed the OPP that I would not be suspending the inquiry.

109. To be clear, it is not the job of an Integrity Commissioner to investigate whether a crime has been committed or to draw any conclusions about the commission of an offence. I respectfully disagree with the few municipal Integrity Commissioners who assert their authority to make findings that laws have been broken.³³ No such authority exists.³⁴ The justice system, not a municipal Integrity Commissioner, has jurisdiction over offences. In this situation, the sole function of an Integrity Commissioner is to determine

³³ *Re Oschefska* (September 24, 2020), Town of Midland Integrity Commissioner Principles Integrity, paras. 45, 57-58, 61, 65; *Re Herlick* (August 12, 2021), Perth County Integrity Commissioner Daria Peregoudova, at 7-8.

³⁴ *Re VanLeeuwen*, 2021 ONMIC 13 (CanLII), paras. 245-254.

whether there are reasonable grounds to suspend the inquiry and make a referral to the police. Here, I determined that reasonable grounds for suspension and referral are absent.

110. The same considerations apply to the ongoing investigation by the Inspector General of Policing into whether Mr. Chirico, in his capacity as a member of the North Bay Police Service Board, has contravened the Code of Conduct for Police Service Board Members³⁵ under the *Community Safety and Policing Act*. The investigation was first reported by the news media on September 22. Section 223.8 does not permit me to suspend this inquiry simply because the Inspector General has commenced an investigation. It would require me to suspend and refer if I have reasonable grounds to believe there has been a contravention of the *Community Safety and Policing Act*, but such grounds do not exist.

111. My determinations apply only to whether this inquiry should be suspended under section 223.8 of the *Municipal Act*. I repeat that I make no comment on whether an offence has been committed.

112. My decision not to suspend this inquiry does not prevent anyone who believes a crime has been committed from going directly to law enforcement.

MAYOR'S POSITION

113. The Mayor points out that everything he did was transparent and open. Any expenditures that were personal he identified so that the charges could be offset against funds owed to him by the City.

114. The Mayor notes that he was not given any formal policy or documentation outlining the corporate credit card's intended use. ("I didn't receive any policy.") However, he says everything he did was authorized. He understood that the CAO's approval of each month's Corporate Credit Card Authorization Form signified compliance with policy. ("Everything was authorized on a monthly basis.")³⁶

115. He recalls specific conversations with the CAO confirming that it was acceptable to treat hockey and golf as City expenses (see paragraph 67, above).

116. He points out that any personal expenses were identified as such on the Corporate Credit Card Authorization Forms and intended to be offset against mileage claims. He

³⁵ Ontario Regulation 408/23.

³⁶ Interview of Mayor Chirico.

says all “of the monthly statements were reconciled [meaning offset against mileage] and were authorized by [the CAO].”³⁷

117. He notes, however, that the form lacked a designated space to describe business purpose. His practice was to write this detail on the back of the receipt.

118. He also observes that reimbursement has been made – even reimbursement of expenses, such as those related to hockey and golf, that he maintains were incurred in good faith as legitimate City business. He chose full reimbursement over the alternative, treatment as a taxable benefit. While the latter would have more financially advantageous to the Mayor, he preferred the former because it was more transparent.

119. He explains that he used the hockey tickets and a golf membership for business development and community engagement. Hockey games and the golf course provided opportunities for interaction with constituents and stakeholders.

120. He states that he also used the tickets to entertain guests as part of legitimate City business. His guests included business contacts, advisors, people doing business with the City, and individuals involved in City initiatives.

121. He uses the specific example of an entity that is considering entering into a City sponsorship. He states that taking representatives of the organization to a Battalion hockey game is a legitimate business expense.

122. Even when a guest does not accompany him, he emphasizes that attending games is part of his public-facing role. In his words, “As the mayor, you’re constantly on. You’re never not on.”³⁸ At games and on the golf course, he says he was “talking with people each and every day.”

123. The Mayor acknowledges that he played personal golf, but he also used the golf membership for City business. Sometimes he would participate in charity tournaments, which is a legitimate City activity.

124. According to Mr. Chirico, the Mayor of North Bay has historically received a car allowance. His understanding was that the practice would resume. His understanding from discussions with the CAO was that mileage claims would be an interim practice until the car allowance was reinstated. (The recent history of the vehicle allowance is set out above, in paragraphs 77 through 82.)

³⁷ Interview of Mayor Chirico.

³⁸ Interview of Mayor Chirico.

125. The Mayor's position is that, by claiming the offsets, he was simply applying money that the City was supposed to be paying him, either for mileage or the car allowance. He recalls telling the CAO, "I'm owed this money as far as I'm concerned."³⁹

126. The Mayor explained that he voluntarily gave back the corporate credit card as a result of the controversy surrounding its use.

127. The Mayor supports clearer processes and policies moving forward.

FINDINGS OF FACT

128. Findings of fact are made based on the standard of the balance of probabilities.

129. Findings of fact appear in this section, in the "Background" section, above, and in the "Issues and Analysis" section, below.

130. The CFO/Treasurer obtained external advice on whether the Mayor's charges on the corporate credit card were material (significant enough to be reported). The remuneration and expense statements prepared under section 284 of the *Municipal Act* reflected the advice received.

131. The assistant prepared the Corporate Credit Card Authorization Forms based on the Mayor's instructions of what was City business and what was not.

132. The Mayor's recollection is that he consistently intended that gas and car wash credit card charges be offset against mileage. I find that this was his intention as of March 2024. Before that, the evidence clearly shows gas and car wash charges (26 fill-ups and 42 washes) being treated as City business without being offset.

133. John Severino was appointed interim CAO on January 9, 2023. Council approved his appointment as CAO on May 2, 2023.

134. All references in this report to the CAO refer to Mr. Severino. All Corporate Credit Card Authorization Forms addressed in this report were signed by Mr. Severino.⁴⁰

135. I find as a fact that Council Members were unaware of the Mayor's expenses, including the amounts, purchases and offsetting. Council was not briefed until mid-2025. The briefing occurred in a closed meeting of Council, meaning that Councillors were prohibited from disclosing to the public the information received.

³⁹ Interview of Mayor Chirico.

⁴⁰ The ROMA registration mentioned in footnote 64 appeared on a form that was signed by Mr. Severino's predecessor, but that form is not a subject of this report.

ISSUES AND ANALYSIS

136. I have considered the following issues:

- A. What standard should be applied in determining whether conduct has breached the Code?
- B. Did the Mayor contravene Article VI, which requires each Member to observe and comply with policies and procedures adopted or established by Council?
- C. Did the Mayor contravene subsection 12.1 of Article XII by using funds allocated for his expenses for a purpose or activity other than the lawful business of the City?

137. For purposes of this analysis, I have grouped the expenses and credit card charges into nine categories: 1) Expenditure that the Mayor asked be offset against funds the City owed to him. 2) Unreceipted expenditure. 3) Gas and car washes claimed as City expenses. 4) Davedi Club membership. 5) Miscellaneous expenditure accepted by the CAO. 6) Purchase of cigarettes. 7) Meals with the Mayor's family. 8) Hockey tickets. 9) Golf.

A. STANDARD TO BE APPLIED

138. I have considered the level of scrutiny to be applied to the Mayor's conduct in the light of the Code. The inquiry is not a forensic audit. It is not a search for perfection. It is a process to determine whether the Code of Conduct was breached. In my view, the evaluation must be rigorous and principled, but also practical and fair. It should measure conduct against expectations that are achievable.

139. Brampton's 2014 Integrity Commissioner inquiry into Council travel expenses is instructive. The Brampton code, much like the North Bay Code of Conduct, obliged Council Members to abide by City policies. Despite this provision, the Integrity Commissioner held that contravening a municipal policy did not automatically mean contravening the code:

My direction is to advise Council whether any of the spending is contrary to the Code. Section 3.2 incorporates the spending policies in the Code and strictly speaking, all infractions identified by the Auditor are contrary to that section. However, unlike the Auditor, **for my assessment whether any expenditure is or is not contrary to the Code, I am able to look at explanations, possible confusion, honest mistakes, inadvertence and occasions when the expenditure was reimbursed.**⁴¹ [emphasis added]

⁴¹ *Re Brampton Mayor*, 2014 ONMIC 8 (CanLII).

140. I agree with this approach. In my view, a technical breach of expenditure policy is not necessarily a breach of the Code of Conduct. It is relevant and appropriate to consider explanations, lack of clarity, honest mistake and honest misunderstanding, inadvertence and the presence of reimbursement.

141. Applying similar considerations, the Brampton inquiry found that the Mayor violated the Code because she “knowingly” over-spent on airfare.⁴²

142. The approach that I am adopting is consistent with the views of several other Integrity Commissioners. For example, in the words of one City of Toronto Integrity Commissioner, “a well-intentioned misunderstanding, will not lead to a breach of the Code of Conduct.”⁴³

143. Another Integrity Commissioner gave a Mississauga Mayor “the benefit of the doubt” because of inadvertence, lack of intention to circumvent the code, and the fact that rules were “in a state of flux.”⁴⁴

144. Many Integrity Commissioners take into account whether a Member has “intentionally”⁴⁵ or “knowingly”⁴⁶ engaged in conduct. In addition to whether a Member acted intentionally or knowingly, I believe it is also appropriate to consider whether the Member *should reasonably have known* that conduct was improper or would have particular consequences,⁴⁷ and whether the Member was willfully blind to facts or consequences.⁴⁸

145. In other regulatory regimes, it has been held that mere sloppiness does not contravene a code, unless there is recklessness or an intention to mislead.⁴⁹

⁴² *Ibid.*

⁴³ *Re Grimes*, 2016 ONMIC 7 (CanLII), Integrity Commissioner Valerie Jepson.

⁴⁴ *Cashin v. Crombie*, 2014 ONMIC 2 (CanLII).

⁴⁵ *Pomponi v. Eddy*, 2017 ONMIC 11 (CanLII), para. 96; *Re Hamilton Police Services Board Selection Committee Confidentiality Breach*, 2024 ONMIC 6 (CanLII), City of Hamilton Integrity Commissioner David Boghosian, para. 27; *McNeil v. Bifulchi*, 2017 ONMIC 3 (CanLII).

⁴⁶ *Re Chiarelli*, 2024 ONMIC 1 (CanLII), City of Ottawa Integrity Commissioner Karen Shepherd; *Re Tory*, 2023 ONMIC 3 (CanLII), City of Toronto Integrity Commissioner Jonathan Batty, para. 37; *Re Labbé and Parent*, 2024 ONMIC 17 (CanLII), City of Greater Sudbury Integrity Commissioner David Boghosian, para. 69.

⁴⁷ *Re City Council v. Noel*, 2025 ONMIC 3 (CanLII), para. 181; *Anderson, S. v. Meadows*, 2022 ONMIC 5 (CanLII), paras. 68, 74; *Gregory v. Kerr*, 2021 ONMIC 2 (CanLII), para. 56.

⁴⁸ *Re Frisina*, 2024 ONMIC 16 (CanLII), City of Hamilton Integrity Commissioner David Boghosian, para. 58.

⁴⁹ *Re Agema*, 2008 ABRECA 10 (CanLII); *Law Society of Alberta v. Chhoker*, 2017 ABLS 4 (CanLII), para. 64; *Beaudoin v. Agriculture Financial Services Corporation*, 2018 ABQB 627 (CanLII), paras. 48-58.

146. Finally, in interpreting and applying the Code, I must take into account the statement of principles set out in Article II.⁵⁰

147. The above discussion summarizes the approach that I am taking in assessing whether the Mayor breached Article VI or Article XII of the Code.

B. COMPLIANCE WITH COUNCIL POLICIES

148. The Travel and Expense Policy in effect at relevant times was adopted by Council on May 3, 2010.⁵¹

149. Paragraph 6 of the Policy establishes the following requirements for expenses incurred within the City:

In order to qualify as a reimbursable expense it must be demonstrated that the expense:

- is in line with Council policies;
- is justified as a City business requirement;
- is documented on appropriate City forms with clear receipts attached;
- is reasonable and conservative and in line with public sector norms;
- represents increased or incremental spending directly related to City business which expense the elected official or employee would not otherwise have incurred;
- is approved by a person able to exercise independent judgment and having the appropriate level of approval authority; and
- will satisfy the external auditor in terms of process and transparency.

150. Article VI of the Code of Conduct provides that a Member “shall observe and comply ... with all other policies and procedures adopted or established by Council affecting the Member.”

151. Clearly, the expectation of the Code is that Members will comply with policies, including the Travel and Expense Policy.

152. However, Article VI does not necessarily mean that the Integrity Commissioner should be the enforcer of every policy. Some policies are technical or relate to matters outside the expertise of an Integrity Commissioner. Some policies expressly identify who is responsible for their administration and enforcement. Some policies require

⁵⁰ *Re Wilson*, 2017 ONMIC 13 (CanLII), paras. 119-121; *Ayotte v. Akapo*, 2022 ONMIC 8 (CanLII), para. 77.

⁵¹ Res. #2010-307.

interpretation or an exercise of discretion that does not properly belong to the Integrity Commissioner.

153. Nor does Article VI mean that every policy breach is also a breach of the Code. Some policies establish consequences for contravention. It would be untenable for a Member to face separate consequences for the same action under a policy and under the Code. Further, it cannot be the case that every violation of policy, no matter how technical or trivial, is meant to constitute a contravention of the Code. Council must have intended that a policy breach be material or significant to justify an inquiry under the Code of Conduct.

154. There are indications that the Integrity Commissioner should not be solely or even primarily responsible for enforcing the 2010 Travel and Expense Policy. For example:

- a. Paragraph 4) a. of the Policy states that “every reasonable effort” shall be made to live within budget allocations, while “necessary but unanticipated events” may result in over-expenditure. I am absolutely certain that City Council did not intend to give the Integrity Commissioner budgetary authority to determine whether an over-expenditure is “necessary” or whether an effort to adhere to budget has been “reasonable.”
- b. Paragraph 4) b. states that the expense form must contain “Sufficient information ... to demonstrate that the expense was business related and necessary.” Sufficiency of information would seem to be an accounting or audit assessment. In any event, is not clear that Council intended to make the Integrity Commissioner the arbiter of whether these financial forms are completed correctly.
- c. Paragraph 4) c. i. provides that the General Government Committee “will not unreasonably withhold approval” for international travel by the Mayor or Deputy Mayor as long as there exists “sufficient funding” and the travel is “business related and necessary.” I am positive that City Council never intended to let the Integrity Commissioner pronounce whether international travel is “necessary,” funding is “sufficient” or a Committee is “unreasonably” withholding approval.
- d. The same paragraph states that any domestic travel by the Mayor and Deputy Mayor must be “business related, necessary and aligned with the priorities of Council.” I cannot imagine the Integrity Commissioner assessing whether a trip is “aligned” with Council priorities, but this absurdity would result if the Commissioner were to enforce the Travel and Expense Policy as part of enforcing the Code.

- e. Paragraph 5) a. establishes the principle of considering “the mode of transportation which offers the best reasonable value to the City having considered the safety and convenience of the traveler.” The Integrity Commissioner is in no position to weigh these considerations, so this cannot have been Council’s intent.
- f. Other requirements are that airlines be chosen for “best value” and that accommodation be “appropriate for the length of stay and business need.” I do not believe that City Council intended the Integrity Commissioner would decide “best value,” “appropriate” and “need.”
- g. Paragraph 5) c. refers to “approved” entertainment of third parties, and paragraph 6) indicates that Councillors’ in-town expenses must be “approved by a person able to exercise independent judgment ...” While Council never empowered the Integrity Commissioner to be the approver of expenses, this could result if the Commissioner were able to enforce the Policy as part of enforcing the Code.
- h. Paragraph 6 requires than an in-town expense must “satisfy the external auditor in terms of process and transparency.” Clearly, the authority under this rule belongs to the auditor, not the Integrity Commissioner.

155. These factors lead me to conclude that City Council never intended that the Integrity Commissioner would be the one to interpret, decide and enforce the Travel and Expense Policy. Consequently, I do not believe Council intended Article VI to make the Commissioner the arbiter and decision-maker under policies such as this one. What I believe Article VI means is that Council Members are supposed to comply with City policies as those policies are enforced, not by the Integrity Commissioner but by the officials responsible for their enforcement.

156. If I am wrong, and if Article VI gives me a role in applying the Travel and Expense Policy, then I will treat a breach of Policy as a breach of the Code only where it is absolutely clear that there was a Policy contravention: that is, an instance that is clear, and significant, and where an individual acted with knowledge, deemed knowledge, recklessness or wilful blindness.

157. Even then, breach of the Travel and Expense Policy alone will not be sufficient to constitute breach of the Code. The 2014 Brampton travel expense inquiry, previously discussed, also considered not just airfare but also the booking of hotel rooms. Though the municipal Auditor General had found the Mayor’s hotel room practices contrary to City policy, that fact alone was insufficient to establish a breach of the Code of Conduct.

Without evidence that the hotel room usage was “unjustified,” the Brampton Integrity Commissioner could not find that it contravened the Code.⁵²

158. I do not find that the Mayor contravened Article VI of the Code. First, I do not believe I have authority to find a breach of the Travel and Expense Policy, which would be required for me to find a breach of Article VI. Alternatively, paragraph 6 of the Policy contains vague language and invites subjective assessment, with the result that I cannot find a breach of the Policy that was clear and significant. Further, in all the circumstances I cannot conclude that any conduct in breach of the Policy was knowing, deliberate, reckless or wilfully blind.

C. USING FUNDS FOR PURPOSE OTHER THAN CITY BUSINESS

159. Article XII, section 12,1 of the Code of Conduct provides as follows:

No member may use, or permit the use of ... funds allocated for member's expenses, for any purpose or activity other than the lawful business of the City.

160. To determine whether Article XII was contravened, I must determine whether any expense claimed by the Mayor or charged on the City Credit card was for a purpose or activity other than lawful business of the City.

161. As explained in paragraph 137, I have grouped the expenses into nine categories. Below, I separately assess each category.

C1. The Offsets (“Take from Mileage”)

162. The first category consists of charges on the City credit card that the Mayor asked to be offset against monies that he felt were separately owed to him by the City. Examples falling into this category were the costs of cigarettes, pet food and pool supplies, as well as most of the 2024 charges for gas and golf. In these cases, the Mayor candidly acknowledged that he wanted bear these costs personally, through offsets from mileage (and, later, from the vehicle allowance).

163. My analysis of these expenditures must not be misunderstood. This report does not endorse the practice of using a corporate card to pay personal expenses with the intention of reimbursing by offsetting from other monies owed, especially not as a habit. It is one thing to apply an offset following an inadvertent purchase (such as using the wrong card to buy pet food) or after a good faith misunderstanding about whether an individual expense relates to City business. It is quite another thing, knowing that expenditures are considered personal, routinely to pay for them with the City credit card

⁵² *Re Brampton Mayor*, 2014 ONMIC 8 (CanLII).

while planning to reconcile the charges by offsetting from funds that one is owed by the City.

164. As demonstrated by the table beneath paragraph 74, during an eight-month period in 2024, the Mayor used the City credit card to make 75 purchases totalling \$8391.30, intending to repay the City through mileage offsets. Reimbursable charges in 2024 totalled \$10,039.53, which exceeded the amount owed to the Mayor in vehicle allowance and mileage. In the end, recovery of the funds required payroll deductions.⁵³

165. While flowing personal charges through a corporate credit card is unacceptable from an accounting perspective, my role as Integrity Commissioner is not to apply accounting principles but to determine whether the Code of Conduct was breached. A poor practice is not what contravenes the Code. What contravenes the Code is conduct contrary to one of its express provisions, in this case, either Article VI or Article XII.

166. I have already commented on Article VI and explained why I do not believe that I have the authority to enforce the City's Travel and Expense Policy. Even if I do possess such authority, the Policy did not clearly address the particular manner in which the Mayor's credit card was being used. The fact that a separate "Municipal Credit Card Policy" was developed in 2025 confirms that a policy gap existed when the Mayor's purchases took place, mostly in 2024.

167. Under Article XII, I have considered the Mayor's temporary use of the City's funds. He incurred personal credit card charges during most of 2024 and reimbursed the City between October 31 and December 31 the same year.⁵⁴ Between charge and repayment (more precisely, between when the City paid the credit card bills and when the Mayor reimbursed the City), the Mayor was temporarily using the City's funds.

168. The temporary use of money has value, which is why interest is charged on loans. The common way to describe temporary use of money is "borrowing." The Mayor effectively used the corporate credit card to borrow City funds on an interest-free basis before repaying. (In fairness, the amount of interest, were it incurred on standard commercial terms, would probably be small. Further, the Mayor is willing to reimburse the City for any such interest.⁵⁵) I have analyzed the situation to assess whether the Mayor's temporary use (or borrowing) of City funds, via the credit card, contravened Article XII.

169. As I have already stated, this report does not endorse use of the credit card in this manner. (It is open to the City to stop the practice, and it appears that the new Municipal

⁵³ The fact of reimbursement through payroll deduction was publicly disclosed in a note appearing on the last line of the report "City of North Bay, Detailed Expenses Office of the Mayor for the Year 2024," released in August 2025.

⁵⁴ Repayments of \$3,348.51, \$3,348.51 and \$ 3,342.51 were booked October 31, November 29 and December 31, 2024: City of North Bay, Detailed Expenses Office of the Mayor for the Year 2024.

⁵⁵ Mayor's submissions in response to the draft of this report.

Credit Card Policy will do so.) Nonetheless, I cannot conclude that the Mayor's past use of offsets contravened Article XII. First, I note that neither the annual section 284 reports produced by the CFO/Treasurer nor the August 2025 more detailed expense summaries attributed a value to the Mayor's temporary use of City funds; the benefit to him of what was effectively an interest-free loan was not quantified. Presumably, the value of the foregone interest was not material; otherwise, it would have been reported. Second, from the Mayor's perspective, these were not borrowed funds. He believed that he was spending against a vehicle allowance that had been committed but was not yet implemented. Indeed, from this perspective, the gap between his use of the City's funds via the credit card and his repayment was offset by the gap between when the vehicle allowance was due to him and when he received it. Third, I note the absence of clear policy guidance prohibiting the practice. Fourth, as early as February 2023, the CAO had suggested offsetting from mileage as a means of addressing NOHFC-related credit card charges.⁵⁶ I accept that, at the time, the Mayor *thought* offsetting was acceptable. In all these circumstances, I cannot conclude that the Mayor's use of the credit card, effectively to borrow from the City, was, at the time these charges were incurred, a breach of Article XII.

C2. No Receipts

170. In the second category are four charges on the City credit card that the Mayor had to repay because he did not possess receipts. Nobody disagrees that, as a matter of good practice, expense claims must be documented. The issue here is whether failing to produce \$89.59 in receipts contravenes the Code. In my view, it does not.

C3. Gas and Car Washes

171. The third category consists of \$2,838.16 in credit card charges for gas and car washes, that the Mayor claimed as City expenses on the Corporate Credit Card Authorization Forms.⁵⁷ The Mayor may have been under the impression that these were valid expenses. According to the CAO and CFO/Treasurer, they were not, because the mileage allowance and subsequently the car allowance were supposed to include all vehicle related costs including car washes and gas. Nonetheless, during 2023, all gas and car wash credit card purchases for his personal vehicle, 23 in total, were signed off by the CAO and processed as City expenses.

172. In 2024, after he was told that he must pay them personally, the Mayor stopped identifying the gas and car washes as City expenses, and he instead asked for the gas and car wash charges to be offset against money owed to him for mileage.

⁵⁶ See paragraph 53.

⁵⁷ His gas and car wash claims for City payment totalled \$2,188.46 in 2023 and \$649.70 in 2024.

173. While the City was never responsible for gas and car wash costs related to a personal vehicle, I do not find that the Mayor made these claims knowing he was unentitled. Instead, I find that he was mistaken. Significantly, once the Mayor was told that he was responsible for paying for gas and car washes, he accepted the need to repay the prior expenses and, on a go-forward basis, he accepted responsibility by asking that gas and car wash costs be set off against the monies owed to him.

174. Applying the approach described in paragraphs 138 to 147, I conclude that the Mayor's original, incorrect understanding of who was responsible for gas and car wash expenses, remedied when the mistake was brought to his attention, did not contravene the Code of Conduct.

C4. Davedi Club

175. In the fourth category are \$50 annual memberships in the Davedi Club for two consecutive years. I accept the evidence of the former CFO/Treasurer that, from an accounting perspective, these could not be considered business expenses.

176. On the other hand, I note that the expenses were originally processed; they were only identified as personal when the Financial Services Department conducted its review. I have also considered the size of the annual fee relative to other expenses.

177. Applying the principles outlined in paragraphs 138 to 147, I cannot find that the Mayor's error in claiming this expense rose to the level of a Code of Conduct contravention.

C5. Miscellaneous Expenses Accepted By CAO

178. The fifth category covers other expenses, excluding hockey, golf and meals with relatives, whose appropriateness was accepted by the CAO, either from the beginning or following his discussions with the Mayor.

179. I believe that some of the expenses in this category should be reviewed by the City, not from a perspective of liability and blame but to ensure that the new expense policy covers situations such as those that occurred. These examples could inform further policy development as Council and the staff begin to operate under the recently-adopted expense rules.

180. For example, the purchase of alcohol was approved on multiple occasions. These included: eleven alcohol coolers for an NOHFC board meeting (September 18, 2023); bottles of wine as Christmas gifts for three City employees (December 19, 2023); a bottle of wine and a six-pack of Coors Light, identified as a "gift" for an unnamed recipient

(April 23, 2024); and alcohol-only hospitality (September 20, 2023; May 6, 2024). At all times, the applicable Travel and Expense Policy provided:

The purchase of alcoholic beverages is restricted to reasonable quantities accompanying a meal. The restriction does not apply to approved entertainment of third parties where it can be demonstrated that it is reasonable and necessary for business purposes and defensible under public scrutiny.⁵⁸

181. On several occasions (for example, October 20, 2023, December 19, 2023, January 21, 2024), the individual (CAO) who signed to authorize the credit card expense was named as the gift recipient or a participant in the meal. The applicable Policy provided that a reimbursable expense must be “approved by a person able to exercise independent judgment and having the appropriate level of approval authority.” It also provided that the forms of the Mayor and Councillors would be “verified by the CAO.” The Policy did not explain the difference between “approve” and “verify” nor did it address whether being party to an expense would affect an approver’s independence.

182. Several payments appear to have been made to registered charities. The Travel and Expense Policy provided that, “Receipts will be required with any charitable tax receipt to be submitted to the City.” There is no indication that in these cases any official donation receipts (tax receipts) were issued. Charities are not required to issue official receipts and, of course, the value of a dinner or event is excluded from the donation amount. For future policy consideration, I mention that the requirement to hand over “tax receipts” to the City did not explicitly address the typical time lag between event and official receipting; often charities do not issue official donation receipts until January or February of the following year.

183. On at least one occasion (August 30, 2023), City funds were used to give a gift in cash-equivalent form, namely, a gift card. Some organizations prohibit the provision and acceptance of cash and cash-equivalents. At the time, the Travel and Expense Policy did not rule out gifts of cash and cash-equivalents.

184. I mention these examples only for the benefit of future policy development. They do not support findings that the Code was contravened. The examples suggest either unclear policy statements or certain situations that the old Travel and Expense Policy did not address, neither of which is reason to find a breach of the Code. I note that, at the time of writing this report, a new expense policy, prepared by the staff, has been recently adopted by Council.

185. Considering all the expenses in this category, and applying the principles outlined in paragraphs 138 to 147, I do not find that any expense accepted by the CAO, except hockey, golf and meals with family, gave rise to a contravention of Article XII.

⁵⁸ Policy 5-01, Travel and Expense Policy (April 1, 2010), para. 5) c.

186. As noted, the discussion in this section does not apply to hockey, golf and meals with family. I address each of these expense categories later in this report.

C6. Cigarettes

187. The sixth category consists of two cigarette purchases made on the City credit card and subsequently identified as City expenses on the Corporate Credit Card Authorization Forms. While the Mayor identified other cigarette charges as his personal responsibility, two ended up being claimed as City expenses. I find that this occurred inadvertently or in error. The Mayor agrees that his cigarette expenses are personal. The amounts ended up being repaid. I see no evidence of an intention to conceal or to bury the cost. I find that the mistaken processing of two cigarette costs did not breach the Code.

C7. Meals with Family

188. The seventh category comprises three personal meals (\$198.76 total) that were claimed as City business even though the only participants were relatives of the Mayor.

189. The Mayor should have known that these were not proper City expenses. The charges were for meals between him and family members, at local restaurants. They could not be justified as City business. Whether the CAO signed the forms or turned his mind to the presence of the Mayor's relatives is immaterial. The Mayor should have understood that the meals did not constitute City business, regardless of what the CAO might have signed or said.

190. The situation was compounded by the manner in which the expenses were described on the Corporate Credit Card Authorization Forms. An evening dinner of fish and chips and pasta for the Mayor and his wife (July 26, 2023) was identified as "working lunch."⁵⁹ Chicken wings and two drinks at a hockey game, for the Mayor and his wife (November 9, 2023), were described as a "meeting."⁶⁰ A restaurant meal for the Mayor and his two brothers (January 19, 2024) was a "lunch meeting."⁶¹

191. The Mayor did not prepare the forms, but he signed them. Further, I am satisfied that the assistant prepared the forms based on the Mayor's instructions that the meal receipts were for City business. Whether directly or indirectly, the Mayor had identified the meals as City business in order to support the charges on the corporate credit card.

⁵⁹ \$78.00 including tip of 25 per cent.

⁶⁰ \$43.80 including tip of 20 per cent.

⁶¹ \$76.96 including tip of 20 per cent.

192. In my view, it is irrelevant whether the CAO approved these meals or accepted them as City business. The descriptions on the form signed by the CAO (for example, “lunch meeting”) did not fairly represent the activity. At any rate, dining of family members is not City business, and the Mayor knew or should have known this, regardless of what the CAO might have said or signed.

193. I accept the possibility of a situation in which official City business might include paying for a spouse to attend an event, but that situation does not describe this category. Here, the only participants in the meals were the Mayor and his relatives.

194. The Mayor has reimbursed the City all expenses in this category.

195. I conclude that using City funds to purchase meals with family members, and then identifying them as City business, contravened Article XII.

C8. Hockey tickets

196. The eighth category consists of hockey tickets that the Mayor purchased using the corporate credit card without bringing to the City’s attention that these were personal expenses to be reimbursed by offsets. The tickets were purchased in the names of the Mayor and his wife at a cost to the City of \$3,166.50.⁶² (This total does not include additional ticket purchases of \$1,236 in 2024 that were promptly or relatively promptly identified by the Mayor as personal expenses to be offset from other monies owed to him.⁶³)

197. I have considered the Mayor’s explanation that he spent his time at the games entertaining guests, speaking to people and, consequently, conducting City business. I have also considered that the fact that season tickets were a regular, annual expenditure (same seats in the same location) for nearly a decade prior to Mr. Chirico’s election as mayor.

198. Tickets for the 2022-23 season were ordered on June 13, 2022, more than four months prior to the election. The order was placed in the names of Mr. Chirico and his wife, using the couple’s residential address and his personal email address. He personally paid a \$92 installment, leaving a balance of \$1,074. Final payment was supposed to be due on September 1, but he did not pay for nearly three months after the deadline. Given his history as a season-ticket purchaser, it is unremarkable that he was able to arrange a

⁶² By year, the breakdown of these expenses was \$1,074 in 2022, \$1,396 in 2023, and \$696.50 in 2024. By type of game, the breakdown was \$2,274 during the regular season and \$549.50 during the playoffs.

⁶³ The Mayor used the credit card to pay three \$412 ticket charges (\$1,236 total) on July 2, August 2 and September 2, 2024. He originally claimed the July 2 payment as City business but, following a discussion with the CAO, agreed to identify it as a personal expense to be offset from mileage. From the outset, the August 2 and September 2 payments were both flagged, “take from mileage.”

later payment schedule, but it is significant that he chose to make into a City expense something that he ordered as a private citizen

199. Mr. Chirico did not pay the outstanding balance until November 21, shortly after he had been sworn in as Mayor and received the corporate credit card. In fact, the Battalion tickets were the very first purchase he made with his City credit card, and the second purchase made on the account.⁶⁴

200. The purchase covered all 34 regular season home games. Six of the games (roughly 18 per cent)⁶⁵ were played before Mr. Chirico became Mayor. He could not have been conducting official City business during those games.

201. Though the tickets were purchased in the names of both the Mayor and his wife, he stated that she did not attend every game. He estimated that his wife attended one game per month, or one game out of every four, five or six.⁶⁶ Based on the range of the Mayor's estimate, his wife attended between five and nine games of a 34-game regular season.⁶⁷ He could not have entertained guests during the games his wife attended.

202. Even when the Mayor invited a guest as part of what he called "business development," he kept no separate record of the name and the purpose. The tickets were ordered months in advance of the regular season, and he paid with the City's credit card before a single guest accompanied him on mayoral business.

203. In my view, the CAO's agreement is irrelevant to whether the Code was breached. First, the Mayor had ordered the tickets and used the corporate credit card to pay for them before asking the CAO to agree the purchase represented City business. Consequently, when the Mayor used City funds, he had no knowledge of what the CAO's position would be. Second, attending hockey games using season tickets had been a personal activity of Mr. Chirico since 2013. It is unreasonable to conclude that his election in 2022 transformed a decade-long personal activity into a matter of City business. Nothing the CAO said or signed could alter this reality. Third, there are no records of City business being discussed at those games.

⁶⁴ The first purchase on the credit card was the Mayor's ROMA registration, handled by his assistant on November 16. The second purchase on the card, but the first made directly by the Mayor, was the \$1,074 final payment for the hockey tickets.

⁶⁵ The first six regular season games were October 13, October 20, October 23, November 3, November 10 and November 13. The election was October 24. Mr. Chirico's term as Mayor began November 14.

⁶⁶ Interview of Mayor Chirico.

⁶⁷ One game per month would have amounted to six games. One game in six would have been 5.7 games. One game in four corresponded to 8.5 games.

204. I find that the use of \$3,166.50 of City funds to purchase hockey tickets was not for a purpose or an activity in the lawful business of the City. Getting the City to pay for this personal activity contravened Article XII.

205. In fairness to the Mayor, \$1,074 of this total relates to the 2022-23 regular season, which was not covered by the City staff's review. The Mayor only became aware of the issue concerning these tickets when he received the draft of this report, and he repaid the amount on his own initiative without being asked to do so.⁶⁸

206. All \$3,166.50 in this category has been repaid.⁶⁹

C9. Golf

207. The ninth and final category consists of \$2,192.96 in 2023 golfing expenditures, including a \$1,604.60 season pass, that the Mayor paid using the corporate credit card without flagging the costs as personal and offering to reimburse.⁷⁰

208. The Mayor has already reimbursed the City for the expenses in this category.

209. This was only a 2023 occurrence. During 2024, the Mayor continued to use the City credit card for golf purchases, but he accepted personal responsibility to reimburse by flagging each purchase with the words, "take from mileage."

210. I have considered the Mayor's explanation that golf was an opportunity for him to engage with constituents, stakeholders, and potential investors.

211. I have also considered the following facts: The Mayor's golf club membership only allowed him to pay golf. Any constituent or stakeholder to whom the Mayor spoke on the golf course would have paid separately or been someone's guest. The Mayor candidly acknowledged that the golf membership permitted him personally to play.⁷¹ Further, golf was historically a personal activity of Mr. Chirico. For approximately 18 years prior to his election as Mayor, he purchased golf season passes and personally bore the costs. There is no evidence or argument suggesting that the mayoral election transformed golf into City business; it remained a personal activity.

⁶⁸ The \$1,074 figure includes HST. (The total ticket price was \$1,116, including HST, of which Mr. Chirico had personally paid a first installment of \$92.) The document "City of North Bay, Detailed Expenses Office of the Mayor for the Period November 15, 2022 to December 31, 2022" uses the HST-excluded figure \$967.17.

⁶⁹ The \$3,166.50 figure does not include an additional \$1,236 that the Mayor himself identified as personal expenditure to be offset against his mileage claims.

⁷⁰ The amount consists of golf membership (\$1,604.60), and golf fees, cart rental and golf course food/drink (\$588.36).

⁷¹ Interview of Mayor Chirico.

212. When the Mayor paid for someone's drink or meal on the golf course, he wrote the individual's name on the receipt. On the other hand, there is no record of the name of anyone who might have approached to discuss City business while the Mayor was golfing on his City-paid membership while driving a City-paid cart. There is also no record of what City business might have been conducted on the golf course.

213. I consider the CAO's agreement to be irrelevant to whether the Code was breached. As in the case of hockey, the Mayor approached the CAO after the golf membership had already been purchased. Further, the golf membership and playing golf constituted personally-paid personal activity for two decades before Mr. Chirico was Mayor, and nothing the CAO said or signed could alter the character of this activity. Regardless of what the CAO told him, the Mayor should have known that the golf membership, green fees, cart rental and food/beverage purchases were not City business.

214. I find that the use of \$2,192.96 of City funds in 2023 to purchase a golf membership, rent carts, and pay other golfing expenses, including food and drink, was not for a purpose or an activity in the lawful business of the City. Getting the City to pay for this personal activity contravened Article XII. This finding is limited to 2023; after that, the Mayor accepted personal responsibility for golf costs on the credit card and asked that they be offset against monies otherwise owed to him.

CONCLUSION AND RECOMMENDATIONS

215. Of the \$17,253.01 that the Mayor has already reimbursed, I have found Code of Conduct breaches in relation to \$5,557.77 of these expenses⁷² and have not found breaches in relation to \$11,695.24 of them.

216. Subsection 222.4 (5) of the *Municipal Act* leaves to City Council the decision of how to respond to the findings of breach. Whether to impose a penalty is not up to the Integrity Commissioner.

217. In the event of a contravention, the Council may choose to do nothing, or it may impose one of two penalties (but not both): reprimand or pay suspension (up to 90 days).

218. The Code of Conduct invites the Integrity Commissioner to recommend additional actions that City Council might take.

219. Additional actions cannot include penalties. The Divisional Court has made clear that under the *Municipal Act* a Council lacks the power to impose penalties not listed in

⁷² 2022 hockey ticket purchases, \$1,074; 2023 and 2024 hockey ticket purchases, \$2,092.05; golf-related, \$2,192.96; meals with family, \$198.76.

subsection 223.4 (5) (those listed in paragraph 217, above).⁷³ A Council may take non-punitive and remedial action, such as requesting an apology or asking someone to return City property being used improperly, but if the objective is to penalize, then the only options are a reprimand and a suspension of pay. The Divisional Court has also stressed that a measure cannot be justified as remedial when it is actually used for a punitive purpose.⁷⁴

220. I make no recommendation of remedial action.

221. I make the following, additional recommendations of a general nature (that is, recommendations not specific to the Mayor or his conduct):

- a. If Council's intention is that the Integrity Commissioner should be authorized to interpret and to enforce certain City policies, then Article VI of the Code should be amended to make this clear. If the intention is that the Integrity Commissioner will conduct an inquiry into policy compliance and reach an independent conclusion (which may differ from the determination of the staff member responsible for the policy), then this should be stated explicitly.
- b. Alternatively, if it is intended that the Integrity Commissioner will be bound by a determination of policy compliance made by the staff member responsible for the policy, then this should be clearly stated in Article VI. Any residual role of the Integrity Commissioner should also be articulated. Alternatively still, if Article VI is not intended as a grant of power to the Integrity Commissioner to apply City policies, then it should be amended to make clear the Commissioner has no role.
- c. To provide clarity about what may and may not be expensed by someone who receives a vehicle allowance, its scope (that is, what the vehicle allowance covers and does not cover) should be clarified.
- d. The City should consider how to address the situation where the approver of an expense is also beneficiary of the expense (such as a participant in a meal or hospitality that the expense covers).
- e. The City should consider requiring a Member to disclose both the date an expense was incurred and date when it was paid, in a circumstance where the dates differ. (An example would be the case where an item is ordered

⁷³ See *Magder v. Ford*, 2013 ONSC 263 (CanLII), paras. 66-70; *Altmann v. Whitchurch-Stouffville (Town)*, 2018 ONSC 5306 (CanLII), paras. 45-46; *Dhillon v. Brampton (City)*, 2021 ONSC 4165 (CanLII), para. 86-99.

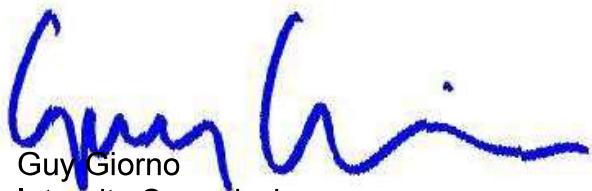
⁷⁴ For example, if the purpose of a measure is to send a message denouncing the contravention that occurred, or to deter future contravention, then the measure is punitive and (unless it is a reprimand or a suspension of up to 90 days' compensation) it lies outside of a Council's authority: *Magder v. Ford*, para. 68.

four months before someone is elected to Council, partly used prior to the election, and then paid with City funds after swearing-in.)

CONTENT

222. Subsection 223.6(2) of the *Municipal Act* states that I may disclose in this report such matters as in my opinion are necessary for the purposes of the report. All the content of this report is, in my opinion, necessary.

Respectfully submitted,



Guy Giorno
Integrity Commissioner
City of North Bay

October 25, 2025