

**Grimsby Downtown Business Improvement Area (BIA)**

**Meeting Date: January 14, 2026**

**Meeting Time: 9 a.m.**

**Meeting Place: Teddy's Sports Bar, 30 Main Street West, Grimsby**

**Agenda**

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**1. Call the Meeting to Order**

**2. Approval of the Agenda**

**3. Declarations of Pecuniary and Non-Pecuniary Interests**

**4. Business Arising from Previous Minutes**

**5. Approval of the Minutes**

- a. Grimsby Downtown BIA – December 10, 2025 (**Attachment included**)

**6. Delegations and Presentations**

**7. Chamber of Commerce Update**

**8. Chair's Report**

**9. Financial Update**

- a. General Financial Update (**Attachments included**)

- b. 2025 Audit – Reminder to the Board that the 2025 audit process is beginning, will provide a high-level overview of expectations and timelines.

**10. Events**

- a. StoryWalk Recap – Overview of the event, discussion of future plans.
- b. Easter Update – Update on planned events and logistics.

**11. Beautification, Revitalization and Maintenance**

- a. Winter Décor Removal – Overview of removal timeline for winter décor.

**12. Marketing**

- a. Valentine's Day – Introduction of new initiative to promote Valentine's Day offerings, including a call-out to businesses to participate.

b. Christmas Marketing Update – Review of the marketing campaign, discussion of campaign performance and outcomes.

## 13. Construction Task Force Update

- a. Discuss proposed changes to the meeting format, structure and engagement style of the task force.

## 14. Communications

- a. Integrity Commissioner Report – Receipt of Integrity Commissioner's report for Board acknowledgement. (**Attachment included**)
- b. 2026 Grimsby Downtown BIA Board Meeting Schedule – Receipt of full list of board meetings for 2026. (**Attachment included**)
- c. OBIAA Awards – Notification that the Grimsby Downtown BIA is being submitted to the OBIAA awards to recognize their Easter and Halloween events.
- d. Recycling Survey – Overview of the survey distributed to members regarding recycling use and impacts, including preliminary insights into potential opportunities for shared or coordinated collection services.

## 15. Old Business

## 16. New Business

## 17. Next Meeting

The next meeting of the Grimsby Downtown BIA is scheduled for Wednesday, February , 2026, at 9 a.m.

## **18. Adjournment**



## Grimsby Downtown Business Improvement Area (BIA)

### Open Session Meeting Minutes

**Meeting Date & Time:** December 10, 2025; 9 a.m.

**Meeting Place:** Teddy's Sports Bar, 30 Main Street West, Grimsby

**Board Members:** Member S. Duong, Chair  
Member M. Wood, Vice Chair  
Member D. Vandersteen  
Member C. Mindorff  
Member L. Sproston  
Member C. Kempf (arrived at 9 a.m.)

**Absent:** Mayor Jordan  
Councillor Davoli  
Member B. Burns

**Others:** Amanda MacDonald, Executive Director  
Noah Nickel, Committee Coordinator

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### 1. Call the Meeting to Order

The meeting was called to order at 8:59 a.m.

### 2. Approval of the Agenda

**BIA-25-088**

**Moved by:** Member D. Vandersteen  
**Seconded by:** Member C. Mindorff

Resolved that the agenda for the December 10, 2025, meeting of the Grimsby Downtown BIA board be approved.

**CARRIED**

### **3. Declarations of Pecuniary and Non-Pecuniary Interests**

Chair Duong declared a conflict of interest with Item 9 on the agenda, Financial Update, as he sits on the board of the Happening and the event was discussed during this agenda item.

### **4. Business Arising from Previous Minutes**

There was no business arising from previous minutes.

### **5. Approval of the Minutes**

**BIA-25-089**

**Moved by:** Member D. Vandersteen

**Seconded by:** Member L. Sproston

Resolved that the following minutes be approved:

- Grimsby Downtown BIA – October 8, 2025; and,
- Downtown Construction Task Force – October 27.

**CARRIED**

### **6. Delegations/Presentations**

There were no delegations or presentations.

### **7. Chamber of Commerce Update – Rebecca Shelley**

Rebecca Shelley, Executive Director, Grimsby and District Chamber of Commerce, provided her update:

- Final event for 2025, Wine Women and Wisdom, to be held tonight, December 10, 2025; and,
- Signature events for the Chamber for 2026 have been booked and planning work continues for the rest of the year.

### **8. Chair's Report**

Chair Duong thanked Town of Grimsby staff for their work to help downtown businesses adjust to the provincial change of recycling collection by agreeing to fund collection for businesses affected that are located on Main Street for 2026.

## **9. Financial Update**

Member D. Vandersteen explained that due to technical difficulties with the Grimsby Downtown BIA's accounting software, reports could not be generated, and thus no financial update occurred. This financial update will be covered in the next meeting of the Grimsby Downtown BIA.

The Grimsby Downtown BIA board will review the decision to sponsor the Happening in Grimsby in 2026 in the new year, depending on if the event is able to take place in the Downtown Area or not.

## **10. Events**

Member C. Kempf provided an update on the Grimsby Downtown BIA's recent and ongoing events:

- GrimsBoo was successful, approximately 1,000 kids participated. Logistics will continue to be ironed out in future years;
- Ladies Night has opportunities for growth and innovation in future years that need to be explored;
- The Grimsby Downtown BIA sponsored the Grimsby Santa Claus Parade, which took place on Saturday December 6, 2025. It was a success; and,
- StoryWalk is underway and based on early feedback, it is being well received.

**BIA-25-090**

**Moved by:** Member D. Vandersteen  
**Seconded by:** Member L. Sproston

Resolved that the events update be received for information.

**CARRIED**

## **11. Beautification, Revitalization, and Maintenance**

Amanda MacDonald, Executive Director, provided an update on the BIA's ongoing beautification, revitalization and maintenance efforts:

- Christmas décor has been installed, and some light poles have been identified to not be working. This will not be able to be addressed this season. The removal of the Christmas décor has been scheduled for the new year;

- Planning and logistics for the 2026 Spring and Summer flower baskets and hangers is currently underway; and,
- Canada flags will be reinstalled in May 2026, weather dependent. Some flags and wall brackets need to be replaced prior to flag installation.

**BIA-25-091**

**Moved by:** Member D. Vandersteen  
**Seconded by:** Member C. Mindorff

Resolved that the beautification, revitalization and maintenance update be received for information.

**CARRIED**

**12. Marketing Update**

Amanda provided a brief marketing update:

- The Holiday Passport program could not be done this year, in large part due to the postal strike; and,
- Instead, a Christmas Rack Card, promoting “shop local”, was sent out to 11,000 homes in Grimsby.

**BIA-25-092**

**Moved by:** Member C. Mindorff  
**Seconded by:** Member L. Sproston

Resolved that the marketing update be received for information.

**CARRIED**

**13. Construction Task Force Update**

Member D. Vandersteen provided an update from the Downtown Construction Task Force:

- Discussed the public information session that Town of Grimsby staff held last week regarding the Downtown Reimagined project;
- Thanked the board and general members for attending;
- Town has received the letter that was requested by motion at the Grimsby Downtown BIA’s Annual General Meeting, and is aware that the primary

concerns of the BIA and its members going forward is project communication and business promotion;

- Work and communication between the Grimsby Downtown BIA Board, the task force, Town staff, and the communications consultants, is ongoing; and,
- Will be looking to discuss with Town staff the possibility of retooling the task force in 2026.

**BIA-25-093**

**Moved by:** Member C. Kempf  
**Seconded by:** Member M. Wood

Resolved that the Downtown Construction Task Force update be received for information.

**CARRIED**

**14. Old Business**

**a. Regional Recycling Program**

Amanda provided a brief update on the regional recycling program:

- The Town is providing recycling collection services through 2026 to businesses located on Main Street who are affected by the provincial legislative change to end recycling collection services;
- Further clarification on this still to come from the Town, at which point it will be disseminated to the general membership;
- Work on the recycling survey continues, will be open for approximately two months, closing in February, with the goal of gathering information on the membership's opinion toward procuring recycling collection services themselves.

**BIA-25-094**

**Moved by:** Member L. Sproston  
**Seconded by:** Member M. Wood

Resolved that the regional recycling program update be received for information.

**CARRIED**

### **b. OBIAA Update**

Amanda provided a brief update on the OBIAA Conference:

- The 2026 OBIAA Conference is being hosted in St. Catharines, but will see attendees being brought on buses for a mobile portion of the conference;
- Mobiles are for sale to BIA's in the Niagara Region, all have been claimed;
- Town of Lincoln BIA has offered to split the last mobile for the OBIAA conference, which would mean attendees would be brought to Grimsby Downtown BIA for a tour; and,
- The cost would be \$250 and would see 500-600 conference attendees come down.

#### **BIA-25-095**

**Moved by:** Member D. Vandersteen

**Seconded by:** Member C. Mindorff

Resolved that the Grimsby Downtown BIA direct the Executive Director to spend \$250 to split the Town of Lincoln BIA's mobile for the 2026 OBIAA Conference.

Yes (5): Member S. Duong, Member D. Vandersteen, Member C. Mindorff, Member L. Sproston, and Member C. Kempf

No (1): Member M. Wood

**CARRIED**

### **15. New Business**

There was no new business.

### **16. Next Meeting**

The Chair stated that the next meeting of the Grimsby Downtown BIA is scheduled for Wednesday January 14, 2026, at 9 a.m.

### **17. Adjournment**

The meeting was adjourned at 9:48 a.m.

**Balance Sheet**  
**Grimsby Downtown Improvement Area**  
As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
<b>Current Assets</b>	
<b>Cash and Cash Equivalent</b>	
<b>Chequing</b>	\$83,499.08
<b>Total for Cash and Cash Equivalent</b>	<b>\$83,499.08</b>
<b>Accounts Receivable (A/R)</b>	
<b>Accounts Receivable (A/R)</b>	\$8,539.00
<b>Total for Accounts Receivable (A/R)</b>	<b>\$8,539.00</b>
<b>GIC Contribution</b>	\$5,000.00
<b>Prepaid expenses</b>	\$1,903.37
<b>Total for Current Assets</b>	<b>\$98,941.45</b>
<b>Non-current Assets</b>	
<b>Property, plant and equipment</b>	
<b>Equipment</b>	\$20,901.55
<b>Accum Amortization</b>	-\$18,985.00
<b>Total for Equipment</b>	<b>\$1,916.55</b>
<b>Total for Property, plant and equipment</b>	<b>\$1,916.55</b>
<b>Total for Non-current Assets</b>	<b>\$1,916.55</b>
<b>Total for Assets</b>	<b>\$100,858.00</b>
<b>Liabilities and Equity</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable (A/P)</b>	
<b>Accounts Payable (A/P)</b>	-\$0.02
<b>Total for Accounts Payable (A/P)</b>	<b>-\$0.02</b>
<b>Credit Card</b>	
<b>BMO Commercial Mastercard</b>	\$2,914.32
<b>Total for Credit Card</b>	<b>\$2,914.32</b>
<b>Downtown Improvement Area Levy 2</b>	-\$1,088.47
<b>GST/HST Suspense</b>	\$0.00
<b>HST Collected/Payable</b>	-\$7,863.17
<b>Payroll Liabilities</b>	-\$289.09
<b>Federal Taxes</b>	-\$1,168.47
<b>Ontario WSIB</b>	-\$154.43
<b>Total for Payroll Liabilities</b>	<b>-\$1,611.99</b>
<b>Total for Current Liabilities</b>	<b>-\$7,649.33</b>
<b>Non-current Liabilities</b>	
<b>Downtown Improvement Area Levy 1</b>	\$86,404.60
<b>Due To/From General Fund</b>	-\$13,755.66
<b>Total for Non-current Liabilities</b>	<b>\$72,648.94</b>
<b>Total for Liabilities</b>	<b>\$64,999.61</b>

**Balance Sheet**  
**Grimsby Downtown Improvement Area**  
**As of November 30, 2025**

DISTRIBUTION ACCOUNT	TOTAL
<b>Equity</b>	
BIA Projects & Stabilization Reserve	\$183,495.36
Invested in Capital Assets - BIA	\$1,916.43
Opening Balance Equity	-\$18,173.86
Transfers to Reserves	-\$9,979.89
Year End Surplus/Deficit	\$13,720.36
Retained Earnings	-\$87,435.52
Profit for the year	-\$47,684.49
<b>Total for Equity</b>	<b>\$35,858.39</b>
<b>Total for Liabilities and Equity</b>	<b>\$100,858.00</b>

**Profit and Loss**  
**Grimsby Downtown Improvement Area**  
**January 1-November 30, 2025**

DISTRIBUTION ACCOUNT	TOTAL
Income	
BIA Levy	\$87,170.80
Event Sponsorships	\$1,950.00
Grants	\$50,953.96
<b>Total for Income</b>	<b>\$140,074.76</b>
<b>Gross Profit</b>	<b>\$140,074.76</b>
Expenses	
Advertising	\$137.38
Member Promotion Advertising	\$1,028.71
Print & Digital Advertising	\$2,768.30
Social Media Advertising	\$556.05
<b>Total for Advertising</b>	<b>\$4,490.44</b>
Bank charges	\$390.81
Insurance	\$3,313.44
Legal and professional fees	
Audit Fees	\$2,150.00
Bookkeeping & Accounting	\$1,777.50
General Legal or Professional Expenses	\$3,622.50
<b>Total for Legal and professional fees</b>	<b>\$7,550.00</b>
Office expenses	\$80.00
General Office Expenses	\$39.63
Memberships & Subscriptions	\$1,511.13
Software	\$702.32
<b>Total for Office expenses</b>	<b>\$2,333.08</b>
Other general and administrative expenses	
Meeting Expenses	\$580.08
Website	\$2,986.70
<b>Total for Other general and administrative expenses</b>	<b>\$3,566.78</b>
Payroll Expenses	
Expense CPP Employer Portion	\$4,064.13
Expense EI Employer Portion	\$1,777.00
Ontario WSIB	\$982.77
Payworks Service Fees	\$610.43
Taxes	\$1,216.61
Wages	\$91,983.74
<b>Total for Payroll Expenses</b>	<b>\$100,634.68</b>
<b>Total for Expenses</b>	<b>\$122,279.23</b>
Other Income	
Interest earned	\$124.63
<b>Total for Other Income</b>	<b>\$124.63</b>

**Profit and Loss**  
**Grimsby Downtown Improvement Area**  
**January 1-November 30, 2025**

DISTRIBUTION ACCOUNT	TOTAL
Other Expenses	
BIA Special Events	
Canada Day Event	\$1,713.79
Comedy Night	\$2,000.00
Downtown Event Expansion	\$4,344.89
Easter	\$3,074.49
Halloween	\$6,579.80
Happening Event	\$30,000.00
Music on the Forty	\$2,000.00
Shopping Spree Promotions	\$654.18
<b>Total for BIA Special Events</b>	<b>\$50,367.15</b>
Downtown Beautification	
Decoration Planters/Hanging Baskets	\$12,517.50
General Beautification	\$2,720.00
<b>Total for Downtown Beautification</b>	<b>\$15,237.50</b>
<b>Total for Other Expenses</b>	<b>\$65,604.65</b>
<b>Profit</b>	<b>-\$47,684.49</b>



Integrity Commissioner Office  
for the Town of Grimsby

**MICHAEL L. MAYNARD**

Integrity Commissioner

E-mail: [mmaynard@adr.ca](mailto:mmaynard@adr.ca)

**BENJAMIN DRORY**

Senior Investigator

E-mail: [bdrory@adr.ca](mailto:bdrory@adr.ca)

December 10, 2025

**SENT BY EMAIL TO:**

Shane Weaver

**AND TO:**

Simon Duong (Chair, Downtown Grimsby BIA)

**AND TO:**

Town of Grimsby Council and Downtown Grimsby BIA  
c/o Victoria Steele, Town Clerk

**Re: Investigation Report – IC-35563-0525**

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Dear Mr. Weaver and Mr. Duong,

This is an investigation report respecting a *Municipal Conflict of Interest Act* complaint initiated by Mr. Shane Weaver (“Mr. Weaver”) against Mr. Simon Duong (“Mr. Duong”), the Chair of the Downtown Grimsby Business Improvement Area (the “BIA”), pursuant to a Statutory Declaration (Town of Grimsby “Complaint Form #2”) dated May 20, 2025, and subsequent written allegations dated July 9, 2025.

**HISTORY OF PROCEEDINGS**

This matter was already subject to a lengthy history before our Office received this complaint in a format we accepted as appropriate to merit commencing an

investigation. Mr. Weaver's July 9, 2025 submission was in fact his fifth formal attempt to initiate an investigation through our Office. Mr. Michael L. Maynard, Integrity Commissioner for the Town of Grimsby (the "Town"), first addressed Mr. Weaver's initial submissions on February 12, 2025. Following Mr. Weaver's fourth submission in May 2025, Mr. Maynard delegated certain of his powers and duties to myself, Mr. Benjamin Drory, respecting Mr. Weaver's request(s) for inquiry.

I sent Mr. Weaver a letter on June 11, 2025, with Mr. Maynard's concurrence, that I believe encapsulated the history to that time. I dismissed a *Municipal Conflict of Interest* complaint Mr. Weaver raised against Regional Councillor Michelle Seaborn respecting the BIA's actions, since Ms. Seaborn is not a BIA board member. However, I left open a willingness to potentially investigate complaints Mr. Weaver was raising against Mr. Duong if he could submit his complaint appropriately. I told Mr. Weaver at the time:

...

### ***HISTORY OF PROCEEDINGS***

*Your present complaint was dated May 20, 2025. It is important to outline the history of previous complaints you sent our Office, which also addressed related subject matter. ... Mr. Maynard summarily dismissed your complaints on February 12, 2025, stating:*

...

### ***COMPLAINT***

*... [Y]ou assert that Chair Bradley and Councillors Jordan and Seaborn breached various sections of the Code of Conduct. These breaches relate to an ongoing dispute over ... measures being implemented by the Town of Grimsby to facilitate safe traffic flow for a Farmer's Market which is operated currently as a not-for-profit by Councillor Seaborn ... You state that the traffic flow measures (including pylons ...) disrupt your business (Red Griffin Martial Arts Studio Inc. ...), which is in close proximity to the Farmer's Market.*

...

### ***PRELIMINARY ISSUE – TIME LIMITATION PERIOD***

...

*I have ... determined that the issues raised fall outside of the time limitations established by the Complaint Protocol. ... [Y]our complaint ... cannot be accepted for investigation. ...*

## **FURTHER CONSIDERATIONS**

*There are several additional issues with ... your complaint which cause it to either fall outside of my jurisdiction and/or render it uninvestigable, including:*

...

*iii) ... [A] Council Member not doing their job to your satisfaction is not usually an issue of conduct except in limited and extraordinary circumstances. ... I would also point out that Regional Councillors have no authority to deal with lower-tier municipal matters ...*

*iv) There is nothing prohibiting a Member of Council from owning and/or operating a business. It is only a "conflict of interest" when a Councillor votes for something that directly and immediately benefits them / the business, or if the member attempts to influence others to do so. ...*

...

*vi) Some of the issues relate to how Councillor Seaborn operates the Farmer's Market ... These are not matters related to her conduct as a Councillor, but rather as a private business operator. ...*

...

*viii) Finally ... I have no statutory mandate to process a single complaint against multiple Council Members across two jurisdictions. Each complaint against a Member of Council must be filed separately. ...*

*You subsequently asked Mr. Maynard to reconsider his position. Mr. Maynard replied to you by letter on March 28, 2025, stating:*

*... I decline to do so.*

*There were myriad reasons for the dismissal of your complaint. ...*

...

... *It was appropriately dismissed and remains so.*

## **YOUR PRESENT COMPLAINT**

... *You asserted ... that you have reasonable and probable grounds to believe that Regional Councillor Seaborn and Mr. Duong contravened sections 5, 5.1, and 5.2 of the Municipal Conflict of Interest Act. You elaborated:*

### **1. Summary of Complaint**

*This complaint is submitted ... to report a procedurally invalid and ethically compromised vote by the BIA Board on May 14, 2025, regarding endorsement of the Farmer's Market Grimsby ('FMG'). The vote, and the process surrounding it, violated quorum rules, transparency requirements, and basic governance expectations. ...*

...

... *You stated:*

### ***Contravention of MCIA Section 5:***

*Mr. Duong failed to declare an indirect pecuniary interest before participating in or supporting the BIA vote to endorse the FMG.*

*His personal festival benefits materially from the operation of the FMG on June 12, creating a financial and reputational interest ...*

*Despite this interest, he did not file a declaration or abstain from the vote.*

*His failure to declare a conflict taints the validity of the BIA's decision ...*

## **OMBUDSMAN JURISDICTION**

*The provincial Ombudsman<sup>1</sup> is generally the appropriate oversight body to*

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<sup>1</sup> Ontario Ombudsman – “How We Work” <https://www.ombudsman.on.ca/what-we-do/how-we->

investigate complaints about Business Improvement Areas (BIAs) in Ontario – including their meeting practices, how they handle information, and their decision-making processes. A list of investigative Reports they have released respecting Business Improvement Areas is available online.<sup>2</sup> Accordingly, several of your allegations – including, for example, regarding the BIA's quorum, or any of its legal obligations – would be more appropriately directed to the provincial Ombudsman, or to a formal legal challenge against the BIA through the courts. They are not matters our Office can address.

#### **TOWN INTEGRITY COMMISSIONER JURISDICTION – MEMBERS OF THE DOWNTOWN BIA BOARD**

... [O]ur Office can only potentially investigate whether any of the Downtown BIA's board members contravened the Town's Code of Conduct or the MCIA. Your Complaint is structurally flawed, though. It addresses two respondents from two different jurisdictions simultaneously (i.e., Ms. Seaborn and Mr. Duong) ... Further, it asserts contraventions of both the Code of Conduct and the MCIA, using a formal application form only designed to specifically address the MCIA. ...

... [W]e cannot investigate Ms. Seaborn's actions respecting decisions of the Downtown BIA, because she isn't a Board Member of the Downtown BIA ... As relates to the Downtown BIA, Ms. Seaborn is simply a member of the public.

*This letter does not resolve the question about whether Mr. Duong contravened the MCIA in some way. If a properly-constituted complaint is submitted to our Office, we can potentially investigate that allegation more directly. If you choose to ... file such a complaint, we encourage you to provide more supporting evidence that would seem necessary to corroborate your claim ...*

Mr. Weaver's July 9, 2025 submission concerned and expanded upon the same underlying matter as previously, and Mr. Maynard maintained his delegation to me. We accepted that portions of Mr. Weaver's July 9, 2025 submission merited investigation, and accordingly that date (July 9, 2025) is the effective date of this amended application.

I reviewed the parties' lengthy formal written submissions, interviewed both by phone, and reviewed relevant sources respecting interpretation of the *Municipal Conflict of Interest Act*. This investigation was never an inquiry respecting potential

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work

<sup>2</sup> [https://www.ombudsman.on.ca/digest/keywords/secondary/business-improvement-area-\(bia\)](https://www.ombudsman.on.ca/digest/keywords/secondary/business-improvement-area-(bia))

contraventions of the Town's *Code of Conduct for Members of Council and Local Boards*,<sup>3</sup> as Mr. Weaver's submission specifically sought an inquiry pursuant to the *Municipal Conflict of Interest Act*.

## FORMAL COMPLAINT – THE PARTIES' POSITIONS

### *Complaint*

In spite of the fact that portions of Mr. Weaver's July 9, 2025 submission merited investigation, significant portions of it fell outside of our jurisdiction again, despite the previous information we had already provided to Mr. Weaver. He attempted to argue about a litany of other issues in his materials, including (among other things):

- A deputation by Regional Councillor Michelle Seaborn at the BIA on May 14, 2025 meeting in support of the Grimsby Farmer's Market, which he alleged was improper.
- Whether the BIA followed appropriate procedures during its May 14, 2025 meeting – including relating to quorum, the voting record, and the detail in the BIA's minutes.
- Mr. Duong's alleged failure to file a Chair's Report that was intended to be part of the meeting Agenda.
- Allegations that Mr. Duong and the BIA “suppressed communications” from the public record, including letters of opposition it received.
- Allegations that Mr. Duong may have used visibility from the BIA and the Farmer's Market to promote personal or corporate brand recognition, in order to potentially support a mayoral run of his own. (Although I note Mr. Weaver himself acknowledged that this didn't directly create an MCIA issue.)
- Allegations that the BIA should have done more to “verify” the Farmer's Market before “endorsing” it – including:
  - confirming its incorporation, governance structure, financial statements, and insurance certificate details;
  - requiring a formal Traffic Control Plan – including signage, detour routing, barricades, and safety measures – and verifying that

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<sup>3</sup> <https://www.grimsby.ca/media/flvjdmrv/code-of-conduct-by-law-20-74-092024.pdf>

- emergency services were notified; and
- requesting a full vendors list from the Farmer's Market – including product types, and (if necessary) ensuring compliance with Farmers' Market Ontario's 51% producer-vendor rule.

I reiterate that those topics are simply not appropriate for our Office to investigate. They might potentially be appropriate for investigation by another formal body, but we make no assertion whether any such body would actually would consider those issues investigable.

I believe it is no understatement to say that Mr. Weaver submitted voluminous reams of information to our Office. Ultimately, he raised 16 formal allegations, and even though I determined the majority of them were inappropriate for our Office to consider jurisdictionally, the end result of this investigation is still a Report of significant volume. To the greatest extent possible, this investigation only focused on Mr. Weaver's issues that we accepted were appropriate for our Office to inquire into, subject to allowing for arguments to be reflected where they are necessary to understand the core problem and the parties' positions.

We considered the following portions from Mr. Weaver's July 9, 2025 submission appropriate to address:

*Dear Mr. Maynard and Mr. Drory,*

*Thank you for your June 11, 2025 letter regarding the partial summary dismissal of my previous MCIA complaint. I sincerely appreciate your careful review ...*

*... I appreciate ... the opportunity to now submit a refined and jurisdictionally compliant complaint focused solely on Mr. Simon Duong, Chair of the Downtown Grimsby BIA.*

...

#### *I        Summary of Alleged Contraventions*

*This complaint concerns multiple violations of the Municipal Conflict of Interest Act (MCIA) by Simon Duong in his capacity as Chair of the Grimsby Downtown BIA, as a Major Sponsor of Happening Festival, as a Board Member of Happening Festival, and the Owner of Teddy's Bar (BIA member), specifically:*

- *Failure to declare a pecuniary interest in BIA motions and votes related to the*

*Grimsby Farmers' Market, which was cross-promoted with an event ("The Happening Festival") for which Mr. Duong was a lead organizer and promotional beneficiary.*

- *Failure to recuse from decisions involving a Declared Interest.*
- *Conflict of Interest Related to a Not-for-Profit (The Happening/Grimsby Farmers' Market)*
- ...
- ...
- *Improper amendment of Election Policy EP001—regulating candidate behavior—withou**t quorum.*
- ...
- *... [T]he involvement of Regional Councillor Michelle Seaborn is relevant context, as her actions formed the basis of the BIA's May 14, 2025, vote and influenced Duong's decisions. ...*

...

*This complaint arises from a clear pattern of conduct in which Mr. Duong ... failed to disclose, recuse, or refrain from participating in matters where he held direct and indirect pecuniary interests – specifically relating to the Farmers' Market and Happening Festival, both of which provided promotional and potential financial benefit to businesses and organizations under his ownership or control.*

*These violations are ... recurring, involving active participation in motions, votes, and governance decisions that advanced Mr. Duong's agenda and affiliated entities*

...

*This complaint is supported by documented minutes, correspondence, and audio records that, when taken together, demonstrate not mere oversight, but a sustained breach of the MCIA's purpose: to ... protect against self-dealing in local governance.*

#### ***Violation List with Descriptions & References***

##### ***1. Prior Conflict Declaration – Nov 13, 2024***

*Description: Mr. Duong declared a pecuniary conflict regarding the Happening Festival due to business involvement through Teddy's, Peach Kings, and BIA Board role.*

*Violation: Despite this, he later participated in votes involving the Market, which was cross-promoted with the Happening.*

...

## **2. Failure to Recuse – May 14, 2025**

*Description: Mr. Duong chaired the BIA meeting, moved the motion himself and permitted the vote to proceed on the Farmers' Market (cross-promoted with the Happening), and failed to declare a conflict ...*

*Violation: Participating in discussion and/or vote while in conflict – MCIA s.5(1)(a) & s.5(1)(b).*

...

## **3. Sponsorship Conflict – Teddy's and Grimsby Idol**

*Description: Teddy's (Mr. Duong's business) hosted a ... Market-Happening crossover event ("Grimsby Idol"), promoted by the BIA. Duong failed to recuse from planning or endorsement votes.*

*Violation: Indirect pecuniary interest via enhanced business exposure and benefit – MCIA s.2 and s.3.*

...

## **7. Endorsement Despite Prior Declaration – May 2025**

*Description: Mr. Duong moved ... and facilitated endorsement of a cross-promoted event (Farmers Market + Happening), despite a previous conflict declaration.*

*Violation: Re-engaging in a matter where a prior conflict exists without renewed disclosure – MCIA s.5, s.6.*

...

*Additional Note:*

*On May 14, 2025, prior to the scheduled BIA meeting, I was approached by Mr. Duong, Chair of the Grimsby Downtown BIA. Mr. Duong informed me, unsolicited, that he intended to endorse the Farmers' Market regardless of my concerns. I immediately advised him that I did not wish to discuss the matter off the record, and that all such communication should be placed on the public record. Mr. Duong acknowledged my position but did not record or disclose this exchange at the meeting. I believe this statement reflects a pre-judged position on a matter ... and undermines the integrity of the board process.*

*... I requested that all correspondence be attached to the minutes, which Mr. Duong agreed, but failed to do.*

**MCIA s.5(1)** – *By stating his intention ... involving a known conflict ... Mr. Duong violated his duty to refrain from influencing or participating in such matters.*

**Prejudgment / Bad Faith** – *The statement demonstrates that he had predetermined his position before the board discussion occurred, rendering the meeting process a formality.*

...

...

**11. Mr. Duong Moved Motion to Amend Political Policy EP001 – While Holding Potential Political Interest**

*Description: At the May 14, 2025 meeting ... Simon Duong personally moved a motion (BIA-25-041) to amend internal policy EP001 – Rules for the Use of Municipal Resources During an Election Period. This amendment was passed without a declared conflict of interest, despite strong public speculation that Duong intends to seek political office, possibly for mayor. The policy amendment affects how BIA resources may be used during election campaigns and has a direct bearing on board members who intend to run. ...*

*Violation(s): MCIA s.5(1) – Participating in a vote or decision in which he had a potential indirect pecuniary interest, namely altering a policy that could impact his campaign eligibility or exposure.*

...

*Additional Note: ... The amendment ... should be declared procedurally invalid and ethically compromised, and immediate steps should be taken to restore the original policy ...*

## ***12. Historical Pattern of Market/Happening Crossover***

*Description: ... As a BIA board member and later Vice-Chair, Duong never declared a conflict despite business involvement and sponsorship.*

*Violation: Repeated failure to declare interest ... shows a chronic pattern of disregard for MCIA duties and suggests willful noncompliance.*

...

## ***14. Conflict via Board Role in the Happening Festival***

*Description: Mr. Duong served as a Director of the Happening Festival, an incorporated entity, while chairing BIA meetings that directly endorsed or promoted that same Festival, including financial and in-kind support.*

*Violation: This is a direct pecuniary conflict via corporate affiliation – MCIA s.3.*

...

## ***16. Contradictory Statements on Market Involvement***

*Description: Mr. Duong ... continued to suggest, in BIA meetings, that the Market was separate and no longer warranted recusal – even as the events remained linked.*

*Violation: This contradiction indicates failure to consistently disclose and continued involvement despite known conflict – MCIA s.5(1).*

...

## ***Summary***

*... [I]t is evident that the integrity of the Grimsby Downtown BIA's decision-making process has been materially compromised.*

*Mr. Duong's conduct ... and consistent failure to recuse from matters directly tied to his ... interests, demonstrates a sustained disregard for the statutory obligations imposed by the Municipal Conflict of Interest Act.*

*... I respectfully request that your office initiate a full investigation into these violations and take any remedial or disciplinary measures necessary to uphold the principles of public accountability and good governance.*

## **RESPONSE**

Our Office forwarded Mr. Weaver's submission and statutory declaration to Mr. Duong on July 17, 2025, and asked him to provide his written Response, in accordance with section 11(1)(b) of the Complaint Protocol to the Town's *Code of Conduct*,<sup>4</sup> which he did on July 28, 2025, cc'ing the Town's Clerk, Victoria Steele. The following are its relevant portions:

*... My involvement in this matter began when Mr. Weaver approached me, asking the BIA not to endorse the Farmers' Market due to concerns about road closures. As a new Chair, and with a relatively new board, I felt it was important to listen and learn from his concerns, even though I understood he had raised similar issues with previous boards for several years, always with the same outcome.*

*I also spoke directly with the Town. They confirmed Mr. Weaver had approached them multiple times over the years regarding road closures, and had even faced fines previously for non-compliance ... Despite this history, my commitment was to understand his perspective and see if a resolution was possible.*

*From my review ... the Farmers' Market followed the proper process for its operation and the associated road closure. ... I felt it wasn't the BIA's role to police the Town's interpretation or their established procedures. Our focus, as I saw it, was on supporting our downtown businesses.*

*In speaking with most merchants, the general consensus was that the Farmers' Market is good for business. ... [I]t significantly increases foot traffic, raises awareness for downtown businesses, and brings a positive energy to our community.*

*My primary intent ... was always to help Mr. Weaver and address his concerns constructively. I explored options such as improved signage or better education ... regarding the road closures. My actions were driven by a desire to find solutions and*

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<sup>4</sup> <https://www.grimsby.ca/media/flvjdmrv/code-of-conduct-by-law-20-74-092024.pdf>

*support all BIA members, while also recognizing the broader benefits the Farmers' Market brings to downtown Grimsby.*

...

***Response to Allegation 1: Prior Conflict Declaration – Nov 13, 2024***

*I acknowledge that I declared a conflict of interest on November 13, 2024, regarding ... the Happening Festival and Teddy's Bar. ... Recognizing the pecuniary interest associated with the financial sponsorship of the Happening Festival, I proactively recused myself from discussions pertinent to those decisions.*

*However, my participation in votes related to the Grimsby Farmers' Market was appropriate and warranted. The Farmers' Market operates as an independent initiative, and its activities, even when cross-promoted, did not present a direct pecuniary interest for me that would necessitate recusal under the Municipal Conflict of Interest Act (MCIA). My involvement was focused on cross-promotion and enhancing community spirit, aligning with the BIA's broader goal of fostering local businesses and overall community engagement. ...*

...

***Response to Allegation 2: Failure to Recuse – May 14, 2025***

*During the BIA meeting on May 14, 2025, I chaired the discussion and facilitated the vote regarding the endorsement of the Farmers' Market. ... [M]y involvement ... did not constitute a pecuniary conflict under the principles outlined in the Municipal Conflict of Interest Act.*

*... [T]he Farmers' Market is an independent initiative without the same direct financial implications that would necessitate my recusal. ...*

...

***Response to Allegation 3: Sponsorship Conflict – Teddy's and Grimsby Idol***

*... [T]he "Grimsby Idol" event held at Teddy's ... was a segment of the Happening Festival, organized independently, and did not directly involve the Farmers' Market or the BIA beyond their roles as sponsors of the festival. ...*

*My involvement did not create a pecuniary conflict of interest under the guidelines*

*of the Municipal Conflict of Interest Act. Any promotional benefit to my business was incidental to the broader community objective of the Happening Festival, which the BIA supports as part of its mandate to animate the downtown. ...*

...

***Response to Allegation 7: Endorsement Despite Prior Declaration – May 2025***

*On May 14, 2025, I moved the motion endorsing the Farmers' Market. I acknowledge that I had previously declared a conflict regarding my involvement with the Happening Festival; however, I viewed the Farmers' Market as a distinct initiative. I felt it was important ... to support the Farmers' Market due to its significance and positive impact on our local community.*

*In an effort to be respectful and transparent, I approached Mr. Weaver before the meeting to inform him of my plan to endorse the Farmers' Market. This decision was based on extensive research, thorough discussions with the Town, and a clear understanding that the necessary processes for road closures had been appropriately followed. I also proactively inquired about ways the BIA Board could provide assistance to Mr. Weaver's members to ensure they were adequately informed about the road closures, such as through improved signage or additional support. ...*

...

***Response to Allegation 10: Political Influence in Market Decisions – Potential Mayoral Candidacy***

*This allegation is particularly hurtful to me, as I've consistently acted in the best interests of the community rather than for personal gain. ... [A]ny connections drawn between my position as Chair of the BIA and personal or brand recognition are unfounded in terms of an MCIA violation.*

*While I have indeed contemplated a mayoral candidacy over the past three terms, I want to emphasize that I have not made any definitive decisions. This speculation should not overshadow my unwavering commitment to supporting our community*

...

***Response to Allegation 11: Motion to Amend Political Policy EP001 – While Holding Potential Political Interest***

*... This amendment was initiated with the fundamental goal of aligning our BIA's policies with those set forth by the Town, based on recommendations provided by the Town Clerk. By doing so, we aimed to ensure our governance framework remains consistent and compliant with municipal standards.*

...

***Response to Allegation 12: Historical Pattern of Market/Happening Crossover***

*.... It is not accurate to assert that I generally did not declare conflicts. ....*

*While the Happening Festival and Farmers' Market have historical connections, my specific pecuniary interest, as defined by the MCIA, arose and was declared on November 13, 2024. ... I took the necessary step to recuse myself from discussions concerning the Happening Festival due to my business involvement and sponsorship.*

...

...

***Response to Allegation 14: Conflict via Board Role in the Happening Festival***

*I acknowledge my role as the Chair of the Happening Festival, a nonprofit organization that plays a significant part in our community...*

*When matters concerning the Happening Festival appear on the BIA agenda, I consistently recuse myself from all related discussions and votes to ensure complete fairness and objectivity within our decision-making processes. ....*

*... I do not believe my role with the Happening Festival creates a direct pecuniary conflict of interest concerning my responsibilities as Chair of the BIA. ....*

...

***Response to Allegation 16: Contradictory Statements on Market Involvement***

*I appreciate the opportunity to address the concerns regarding ... the relationship*

*between the Happening Festival and the Farmers' Market. I maintain that these two events are indeed separate entities; however, I recognize that there exists a connection during the festival that necessitates careful consideration ...*

...

*... I ... will remain vigilant in clearly disclosing any situations where there may be a potential conflict. ...*

### ***Summary Statement***

*This entire exercise has been a significant learning experience for me ... While this particular situation may not have a simple resolution, in most cases, there's common ground to be found, and I won't waver in that pursuit. My goal remains clear: to support and help our downtown businesses thrive, ensuring the BIA continues to be a positive force for Grimsby.*

## ***COMPLAINANT'S SUBMISSION OF FURTHER MATERIALS***

Mr. Weaver submitted a significant number of supporting materials to our Office on August 2 and 5, 2025, in response to a request I sent for such on July 14, 2025, as he hadn't provided such with his original July 9, 2025 submission. Among the information provided was the text of a declaration of interest by Mr. Duong at the BIA's November 13, 2024 meeting, regarding Agenda item #7a ("GDBIA 2025 Budget"):

*I'm the Chair of the Happening in Grimsby committee and declaring conflict as the BIA is looking to sponsor the event.*

Per the meeting minutes,<sup>5</sup> the BIA's 2025 budget was approved as presented,<sup>6</sup> and included approval for \$30,000 to support the Happening Festival.<sup>7</sup>

Mr. Weaver highlighted several items in the BIA's April 16, 2025 meeting minutes<sup>8</sup> – which included:

### ***3. Declarations of Pecuniary and Non-Pecuniary Interests***

*There were no disclosures of pecuniary or non-pecuniary interest.*

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<sup>5</sup> <https://grimsbydowntown.com/wp-content/uploads/2025/04/GDBIA-Minutes-November-13.pdf>

<sup>6</sup> BIA-24-097

<sup>7</sup> BIA-24-095

<sup>8</sup> <https://grimsbydowntown.com/wp-content/uploads/2025/07/GDBIA-Minutes-April-16-2025.pdf>

...

## **11. Governance**

...

### **c. Elections Policies**

*Daniel spoke to the Elections Policies on the agenda. It is standard practice to have policies on the use of municipal resources and political endorsements.*

**BIA-25-027**

...

*Resolved that the Elections Policy EP0001 – Rules for the Use of Municipal Resources During an Election Period, be approved.*

**CARRIED**

**BIA-25-028**

...

*Resolved that the Elections Policy EP0002 – Political Endorsements and Participation in the Electoral Process, be approved.*

**CARRIED**

...

## **13. Events**

...

*Shane from Griffin MMA raised concerns with traffic and lane closures impacting business during the weekly Farmer's Market, and requested the BIA withhold endorsement of the event until a traffic control plan and insurance is in place. Regional Councillor Seaborn confirmed all required documents are in place.*

**BIA-25-031**

*Moved by: Simon Duong*

**Seconded by:** Chris Mindorff

*Resolved that the Grimsby Downtown BIA defer the Farmer's Market endorsement to the next BIA meeting; and*

- 1. That the Chair meet with Town Staff and Regional Councillor Seaborn to ensure all criteria related to the road closure are met.*

**CARRIED**

Mr. Weaver wrote the following letter to the BIA board after the April 16 meeting – which provides some broad context:

*April 16, 2025*

*To the Members of the BIA Board,*

*Thank you again for postponing your endorsement of the Farmers Market during the April 16th meeting. I would like to provide further context as to why this delay is important and respectfully ask that you maintain your position until clear documentation and accountability measures are in place.*

### ***Why the Farmers Market Is Seeking BIA Endorsement – And Why It Matters***

*While the BIA does not hold formal authority to approve or deny road closures or special events, its endorsement carries significant political and practical weight.*

*The organizer of the event, Regional Councillor Michelle Seaborn, has positioned the BIA's support as proof of community consensus, which may not reflect the concerns of affected businesses like mine.*

...

### ***How BIA Endorsement Directly Benefits Michelle Seaborn***

*Although the Farmers Market is now operating as a Not-for-Profit corporation, it is publicly associated with its long-time organizer and current Regional Councillor Michelle Seaborn. The endorsement of the BIA – even if symbolic – provides her with several personal and political advantages, including, but not limited to:*

#### ***Political Legitimacy***

*By securing the endorsement of the BIA, Michelle Seaborn can claim broad*

*support from the local business community ... This gives her credibility when lobbying for in-kind support, staffing resources, or favourable decisions related to the market.*

### ***Shield from Criticism***

*If concerns are raised ... Michelle can redirect accountability by saying "the BIA supports the market." This deflects scrutiny from her individual decisions or involvement and uses the BIA as a political buffer.*

### ***Control Without Oversight***

*While the Region of Niagara may issue the Road Use Permit and the Town of Grimsby may be tasked with executing road closures, the ... scope and configuration of the closure are dictated by the Event Organizer — in this case, Michelle Seaborn.*

*As outlined in the Town of Grimsby's Special Event Guidelines:*

*"As the Event Organizer you assume full responsibility of the event ... and all related activities."*

*This includes responsibility for:*

1. *Submitting the road closure request*
2. *Providing or approving the Traffic Control Plan (TCP)*
3. *Coordinating logistics with Town staff and emergency services*
4. *Ensuring business access, traffic safety, and signage compliance*

*Michelle Seaborn, by requesting the lane closure and approving the TCP, holds functional control over the traffic configuration. The final setup — including the removal of left-turn access from GriffinMMA and the absence of proper ... is a direct result of decisions made under her authority as Event Organizer.*

*Responsibility for the lane closure cannot be deflected onto the Town or Region. These entities act upon her submitted plan and instructions. Michelle retains control and accountability for the decisions made — and the consequences ...*

*Although Michelle claims that the market is operated at arm's length ... she continues to retain operational and political influence through her longstanding history as the market's founder, current president, and her personal involvement ... as the Market Manager. Include in the mix her close working relationships with Town staff and*

enforcement personnel.

*With the BIA's endorsement ... Michelle maintains control over vendor selection, site planning, traffic decisions, and event communications, all while avoiding the need to report to an external board, the broader business community, or council.*

*This creates a situation where one individual holds centralized influence over a public-facing event operating on municipal property, with public resources, yet without the checks and balances expected from a legitimate ... organization.*

### ***Campaign Positioning***

*Endorsement of the market, particularly from a respected body like the BIA, can be used in future campaign materials or political narratives to reinforce her role as a community leader who brings "economic vibrancy" to the downtown core – regardless of whether that's supported by real data or community input.*

...

### ***The BIA Has a Responsibility to Be Involved if It Chooses to Endorse***

*If the Grimsby Farmers Market is seeking endorsement from the BIA, then the BIA has a responsibility ... to be actively involved in the event's planning and oversight. Endorsement is not a ceremonial gesture. It is a public declaration of support ...*

...

*To endorse without engagement is to lend the BIA's name and credibility to an event it did not help shape, did not review, and cannot be accountable for. The BIA owes it to its members – and to its own integrity – to insist on meaningful involvement in any event it publicly supports. ...*

...

### ***Closing***

*... [T]he Market can still open without the BIA's endorsement. This endorsement affects ... the BIA's integrity, not the event's calendar.*

*Rushing an endorsement just to meet a timeline – without reviewing Traffic Control Plans, verifying municipal compliance, or receiving basic governance disclosures – puts the BIA in a vulnerable position. If something goes wrong, it won't be the Market*

*that's blamed – it'll be the BIA for co-signing it.*

*... The BIA isn't being asked to delay the Market – it's being asked to ensure the Market is held to the same standards every member would be.*

*... This is ... a request for due diligence, fairness, and accountability to the business community.*

Mr. Weaver formally wrote to the BIA's Board again on May 12, 2025:

*To: Board of Directors, Grimsby Downtown Improvement Area (BIA)*

***Subject: Request to Defer Endorsement of 2025 Farmers Market Pending Review of Compliance and Governance***

*Dear Mr. Chairman,*

*I write today not to oppose the concept of a Farmers Market, but to urge the BIA Board to exercise due diligence before lending its endorsement. ... [T]he BIA's endorsement sends a clear signal to the public and our members that our businesses support the structure, leadership, and safety plan of the event. ... [M]any foundational requirements remain unfulfilled.*

*...*

### ***3. Failure to Declare a Conflict of Interest***

*Michelle Seaborn currently holds overlapping roles as:*

- *A Regional Councilor,*
- *President and operator of the Farmers Market NFP,*
- *...*

*... [S]he has not declared a conflict of interest to the BIA, despite the clear personal, financial, and political entanglements involved. ...*

*...*

### ***8. Violation of BIA Policy on Political Endorsements***

*The BIA recently adopted a clear policy stating that the organization will not endorse*

*or promote political figures, their campaigns, or private ventures in which they have a vested interest. By endorsing this market – led and managed by a sitting Regional Councillor ... – the BIA would be in direct violation of that policy.*

...

Mr. Weaver highlighted some aspects of the BIA's May 14, 2025 meeting minutes<sup>9</sup> – which included:

...

### **10. Governance**

*[Staff Member 2], Committee Coordinator, noted a minor administrative change was required to be made to internal policy EP001 ... that had been previously approved by the board. This change ensures the policy is compliant with the Municipal Act.*

**BIA-25-041**

**Moved by:** Member Duong

**Seconded by:** Member Vandersteen

*Resolved that the policy EP001 – Rules for the Use of Municipal Resources During an Election Period, be approved as amended.*

**CARRIED**

...

### **13. New Business**

#### **a. Farmer's Market**

*The Chair noted the Grimsby Downtown BIA Board is not in a position to interfere with the Farmer's Market and its approvals with the Town of Grimsby and Region of Niagara. Instead, the Grimsby Downtown BIA Board would be willing to help members to mitigate the effects of the Farmer's Market on their businesses.*

**BIA-25-042**

**Moved by:** Simon Duong

**Seconded by:** Daniel Vandersteen

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<sup>9</sup> <https://grimsbydowntown.com/wp-content/uploads/2025/07/Item-7a.pdf>

*Resolved that the Grimsby Downtown BIA Board officially endorse the Farmer's Market.*

**CARRIED**

The BIA's June 25, 2025 minutes<sup>10</sup> included:

**11. Chair's Report**

*Chair Duong provided his Chair's Report, which included thanking everyone who contributed to and those who attended The Happening.*

Mr. Weaver provided copies of the BIA's Elections Policies 001 and 002, and portions of their texts are reproduced in Appendices 1 and 2 to this Report.

**COMPLAINANT REPLY**

Mr. Weaver submitted his Reply to Mr. Duong's Response to our Office on August 11, 2025 – a submission that, against all normal conventions, was even lengthier than his original July 9, 2025 submissions. Again, I only include herein what I consider relevant. Mr. Weaver wrote:

*... [T]he Respondent's reply misdirects the Integrity Commissioner by attempting to reframe the present matter as a narrow, long-standing disagreement over Farmers' Market Road closures. This reframing is not only inaccurate but consistent with a pattern the Respondent has used in other settings to deflect scrutiny from substantive governance concerns. The scope of this complaint has been clear and consistent from the outset: it addresses governance misconduct within the Grimsby Downtown BIA, breaches of the Municipal Conflict of Interest Act ("MCIA"), and procedural irregularities arising from the Respondent's concurrent role as Chair of the BIA and Chair of the Happening in Grimsby festival.*

*... [T]he Respondent failed to declare a pecuniary interest when presiding over decisions benefiting the Happening festival, exercised control over the flow of information to the BIA Board ... and advanced BIA financial and promotional support to events in which he held a direct interest. ... [T]hey are matters of public trust involving the lawful administration of levy-funded resources by a municipal local board.*

*The MCIA imposes a positive duty on members of local boards to refrain from*

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<sup>10</sup> <https://grimsbydowntown.com/wp-content/uploads/2025/08/GDBIA-Minutes-June-25.pdf>

*participating in any discussion, influence, or vote where a pecuniary or indirect pecuniary interest exists. That duty is not dependent on the member's personal view of whether two initiatives are "independent." The Respondent's own past statements and records, including BIA minutes and public remarks, contradict the independence he now asserts and show clear operational and promotional overlap between the Farmers' Market and the Happening festival prior to the BIA's endorsement vote.*

*The Respondent's reply contains multiple factual assertions ... and new explanations not previously before the ... that require correction and rebuttal. Several are directly contradicted by the Respondent's own documented conduct and prior statements.*

*Accordingly, it is both necessary and procedurally fair for the Complainant to introduce additional evidence, expanded timelines, and cross-referenced records to address these new points. This is not an expansion of the original complaint but a direct and proportionate response to matters placed in contention by the Respondent's own reply. A complete and accurate determination of this matter requires that the Commissioner consider the full factual record ...*

### ***Rebuttal #1***

...

1. *Section 2(b) of the Municipal Conflict of Interest Act defines an indirect pecuniary interest as one arising where the member is a director or officer of a body that has a financial interest in the matter under consideration.*
2. *Section 5(1) of the MCIA imposes a ... non-delegable duty to declare and refrain from voting whenever a pecuniary interest ... exists.*
3. *On November 13, 2024, the Respondent declared a pecuniary conflict in relation to the Happening Festival ... This ... acknowledged that the BIA's financial support for the Happening Festival created a pecuniary interest requiring recusal.*
4. *That same financial relationship existed at the time of the May 14, 2025 vote. The duty to declare did not expire ...*
5. *On May 14, 2025, the Respondent ... moved a motion to endorse the Farmers' Market.*
6. *... [T]he Farmers' Market was publicly marketed through BIA channels as*

*directly connected to the Happening Festival ...*

7. *The Happening Festival received \$30,000 from the BIA levy and \$8,000 from the Town of Grimsby in 2025 ...*
8. *The Respondent was chair of both the BIA and the Happening Festival Committee at the time of the vote ...*
9. *In 2024 and 2025, the Farmers' Market was publicly promoted as the official opening event of the Happening Festival, appearing on festival schedules, advertisements, and social media months in advance ... This included shared dates, shared locations, and overlapping vendor promotion, demonstrating operational integration.*
10. *The Happening Festival received funds from levy-paying businesses ...*
11. *Endorsing the Farmers' Market directly advanced the success of the Happening Festival, an event in which the Respondent had a pecuniary interest ...*
12. *The Respondent's claim that his involvement was motivated by "community spirit" is legally irrelevant. The MCIA applies regardless of motive or intention.*
13. *The Respondent's failure to declare a conflict on May 14, 2025, despite having declared in a substantially related matter on November 13, 2024, constitutes a breach of section 5(1) of the MCIA.*

...

## **Rebuttal #2**

...

1. ...
2. *The Respondent admits he chaired the discussion and facilitated the vote on May 14, 2025 ...*
3. *The Respondent's claim that the Farmers' Market is an independent initiative is contradicted by the meeting record. Prior to the vote, the Complainant stated on the record: "...so to endorse the farmer's market itself, we are going to be violating the policy on supporting a politician. She's a regional*

*councillor... she's the president of the market..."*

4. *In response, Regional Councillor Michelle Seaborn immediately stated: "Who's the president? There's no president," ... while not denying her leadership role. She then confirmed her ongoing active role in the Market while serving as a Regional Councillor, stating: "...I wear a lot of hats... I'm not giving up the market just because I wear another hat..."*
5. ...
6. ...
7. ...
8. ...
9. *... [T]he Respondent did not merely facilitate the vote but moved the Farmers' Market endorsement motion himself. Moving a motion is an affirmative act of participation within the meaning of section 5(1) of the MCIA.*
10. *The Respondent's failure to declare a conflict was therefore both a breach ... and was procedurally determinative to the outcome of the vote.*
11. ...

...

***Rebuttal #3***

...

1. ...
2. *"Grimsby Idol" was a signature crossover event between the Happening Festival and the Farmers' Market, held at the Respondent's business premises, Teddy's Sports Bar. Advertising materials promoted the event with the Teddy's name prominently displayed, in conjunction with both BIA branding and Happening Festival branding<sup>11</sup> ...*
3. *The Respondent was both Chair of the Happening Festival and ... of the BIA at*

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<sup>11</sup> See Appendix 3 ...

*the time ... This ... placed him on both sides of the transaction – as an event organizer and as a decision-maker approving BIA sponsorship of the festival. This deepened the indirect pecuniary interest under section 2(b) of the MCIA.*

4. *The Respondent acknowledges ... that Teddy's hosted the event and that the BIA was a sponsor of the Happening Festival. This establishes a direct link between BIA sponsored programming and a private commercial venue owned by the Respondent.*
5. *The Respondent's claim that the event was "organized independently" is inconsistent with publicly distributed promotional materials and Happening Festival schedules that show BIA, Farmers' Market, and Happening events marketed together as part of the same community program<sup>12</sup> ...*
6. *The BIA itself promoted the Happening Festival schedule that included Grimsby Idol, directing attendees to an event hosted at the Respondent's business ... This proves that levy-funded BIA communications were used to generate traffic to Teddy's.*
7. *The event was hosted by Mark Wood, the former BIA Chair and current Vice Chair as of February 18, 2025 ... This confirms that senior BIA leadership was directly involved in executing an event that financially benefited the Respondent ...*
8. *...*
9. *The Respondent's assertion that any business benefit was "incidental" is irrelevant under the MCIA. Section 5(1) imposes a strict duty to declare and refrain from participating where any pecuniary interest exists, regardless of the degree or primary purpose. Incidental or indirect commercial benefits are expressly covered by sections 2(b) and 3.*
10. *...*
11. *The Respondent's active role in planning and endorsement votes for the Happening Festival, while hosting one of its signature events at his own business, is a textbook example of an indirect pecuniary interest. ...*
12. *The BIA's mandate to animate the downtown does not supersede statutory conflict of interest rules. ...*

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<sup>12</sup> *Ibid*

...

### ***Rebuttal #7***

...

1. *The Respondent admits to having previously declared a conflict of interest regarding ... the Happening Festival ... The Farmers' Market was publicly cross-promoted with the Happening, shared sponsorship relationships, and benefited from BIA-funded resources, creating a material connection to the subject of his prior conflict declaration.*
2. *On May 14, 2025, before the scheduled BIA meeting, the Respondent approached the Complainant and stated his intention to endorse the Farmers' Market regardless of concerns raised. This conversation was not about the Traffic Control Plan ... It concerned the Farmers' Market's overall operation, the BIA's endorsement of it, the role of Michelle Seaborn, and the use of Town resources.*
3. *The Respondent's admission that this conversation took place before the meeting demonstrates prejudgment of a matter in which he had a continuing pecuniary or indirect interest, undermining the integrity of the board's deliberations and rendering the subsequent discussion a formality.*
4. ...
5. ...
6. *The Complainant advised the Respondent ... that he did not wish to discuss the matter off the record and that any such communication should be placed on the public record. The Respondent ... did not disclose the conversation during the meeting or in the minutes ...*
7. ...
8. *Before adjournment ... the Complainant requested that all relevant correspondence be attached to the minutes. The Respondent agreed ... but failed to carry it out ...*
9. ...

...

### ***Rebuttal #10***

1. *The Respondent's acknowledgment that he has contemplated a mayoral candidacy in recent terms confirms that political advancement has been an ongoing consideration during his tenure on the BIA board.*
2. *This ... intersects directly with BIA and Farmers' Market promotional activities that prominently featured his personal business interests, including Teddy's Sports Bar and the Grimsby Peach Kings.*
3. *Multiple BIA social media posts and promotional materials ... displayed cross-branded content in which the Respondent's businesses and affiliated events were given prominent visibility alongside BIA and Happening in Grimsby branding.*
4. ...
5. *The BIA's social media platforms and event promotions are funded by levy-paying members. Using those channels to build public recognition that could reasonably be expected to benefit a future political campaign represents an indirect pecuniary interest within the meaning of MCIA section 2.*
6. *The same concern applies to cross-promotion involving the Grimsby Peach Kings, another brand owned by the Respondent, which also received event-linked exposure via BIA communications.*
7. ...
8. *... [T]he MCIA ... is interpreted to capture benefits of a non-monetary nature where those benefits arise from the exercise of official decision-making authority. The appearance of political advantage, particularly when coupled with financial or branding benefits, is sufficient to engage the Act's preventative purpose.*
9. *This concern is heightened by the Respondent's role in moving and carrying an amendment to the BIA's political participation policy (EP001) on May 14, 2025, which removed restrictions on persons seeking election from serving on the BIA Board. This policy change directly benefits the Respondent if he seeks*

*the mayoralty, as it allows him to retain his BIA Chair position ... during an election campaign.*

10. *The amendment to EP001 was carried in the same meeting as the Farmers' Market endorsement, linking the preservation of his political eligibility with a major, levy-funded, high-visibility event tied to his own businesses. ...*

11. *At no point during the May 14 meeting did the Respondent disclose that amending EP001 could personally benefit him should he run for mayor. MCIA principles require disclosure even where the benefit is potential or contingent.*

12. ...

13. ...

14. ...

15. *Leveraging BIA decision-making authority and promotional resources for personal branding, combined with changing policy to preserve that platform during an election period, compounds the appearance of self-dealing ...*

#### ***Additional Note***

*The Respondent's claim that the May 14, 2025 amendment to EP001 was made solely to align BIA policies with those of the Town, based on a Town Clerk recommendation, is unsupported by the meeting record... which contains no such reference or supporting documentation. The amendment, carried without prior circulation ... removed an important safeguard against political influence by allowing persons seeking elected office to remain on the BIA Board. At the time, the Respondent's potential mayoral candidacy was known ...*

...

#### ***Rebuttal #12***

...

1. *Documentary evidence contradicts the Respondent's claim that his pecuniary interest only arose on November 13, 2024. Public records show that as early as March 9, 2019 ... the Respondent announced his role as Chair of the Happening Festival. On January 23, 2022 ... he publicly announced his*

*ownership of Teddy's Sports Bar ...*

2. *Between 2019 and 2024, the Happening Festival and Farmers' Market were repeatedly cross-promoted through BIA channels ... without any recorded declaration of conflict in the corresponding minutes.*
3. *The June 7, 2023 GDBIA minutes ... confirm coordination between the Farmers' Market Road closure and Happening Festival infrastructure, and approval of BIA sponsorship. ... No such declaration is recorded.*
4. ...
5. *This ... establishes a continuous pattern of intertwined roles, event cross-promotion, direct participation in operational and sponsorship decisions, and explicit recognition of potential business impacts, without consistent conflict declarations. ...*

...

#### ***Rebuttal #14***

1. *The Respondent's assertion that he consistently recused himself from Happening Festival matters is contradicted by multiple BIA and Happening in Grimsby (HIG) records showing active involvement in discussions and decisions that directly linked the two organizations.*
2. ...
3. *The May 20, 2025 HIG Minutes ... confirm that the Respondent stated he was "reaching out to the Farmers' Market so they could participate in the Happening," establishing that he personally facilitated the integration of these events while holding positions in both organizations.*
4. ...
5. ...
6. *The Respondent's role in actively linking the Farmers' Market and Happening Festival ... satisfies the MCIA threshold that a reasonable elector could conclude a pecuniary interest existed. ...*

...

### ***Rebuttal #16***

1. ...
2. ...
3. ... *Between April 16 and the May 14 endorsement, no evidence was presented to the board showing any substantive change in the relationship between the Farmers' Market and the Happening Festival that would remove the Respondent's conflict.*
4. ...
5. *The June 7, 2023 GDBIA minutes ... record the Respondent stating, in relation to the Happening Festival, that he "did not want the festival to interfere with local restaurants like mine." This demonstrates a longstanding awareness that decisions regarding these events could materially affect his own business ...*
6. ...

...

### ***Closing Remarks***

*If Simon Duong, Michelle Seaborn, and [Staff Member]<sup>13</sup> had simply reinstated the original Traffic Control Plan that was in place from 2015 to 2019, none of this would have been necessary.*

*Instead, a deliberately altered plan created by [Staff Member] and Michelle Seaborn was implemented that disproportionately harmed my business, prompting me to uncover the tangled web of financial, political, and procedural conflicts connecting the BIA, the Happening Festival, and the Farmers' Market. This was not an isolated oversight, it was enabled by the inaction of all BIA board members ...*

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<sup>13</sup> Staff Member names are anonymized in published report

*The only person who continuously challenged the BIA board for clarity was Councillor Delight Davoli, whose efforts were the lone exception in a sea of silence. The boards collective decisions and indifference have drained thousands of dollars from the BIA's reserves while eroding public trust and undermining the very businesses they are mandated to support.*

*The evidence presented here should serve as both an indictment of this board's reckless trajectory and a warning to every member: public office and appointed positions are not shields for self-interest, and those who misuse them will be held accountable.*

On August 18, 2025, Mr. Weaver filed a “supplemental affidavit” with our Office, along with audio recordings of the May 14, 2025 BIA meeting. He made several arguments, including:

...

#### ***Failure to Declare Conflict of Interest***

...

5. *The Happening Festival budget, chaired by the Respondent, included a \$30,000 contribution from the BIA. The Festival's programming, including the “Grimsby Idol” event hosted at the Respondent's own business, was cross-promoted with the Farmers' Market.*

6. *By failing to declare a conflict, the Respondent remained ... permitting a vote that was directly connected to an external organization from which he derived influence and promotional benefit. ...*

#### ***Quorum Not Demonstrated***

...

9. *The transcript confirms that Mr. Burns' voice was not recorded in support of any substantive motions ... The Respondent stated, “unless Ben says otherwise, I'll assume his hand is up,” which is procedurally invalid.*

10. *Had the Respondent declared his own conflict and recused himself, quorum would have been lost. Accordingly, the validity of the EP001 Amendment and the Farmers' Market endorsement is procedurally unsound.*

...

### ***Conclusion***

*... [I]t is respectfully submitted that the proceedings of the May 14, 2025 BIA meeting were tainted by conflicts of interest, lack of demonstrated quorum, suppression of material documents, and reliance on false and misleading representations.*

...

*Accordingly, I request that ... all decisions and votes taken at the May 14, 2025 meeting pertaining to the Farmers' Market and related endorsements are invalid, and that such actions be revoked ...*

As a matter of thoroughness, I reviewed the audio recordings and transcripts provided but confirmed that they were predominantly provided to establish what Mr. Weaver viewed as procedural improprieties in the conduct of the meeting itself – which I reiterate is not appropriately within our Office's purview. To the extent such matters are investigable at all, it must be done by another body empowered to address such.

However, I accept from the recordings that a [Staff Member 2] (Town Committee Coordinator) attended and described the amendment to Policy EP001 as a "minor update" and "administrative". He described that it would remove a barrier from current Council members barring them from sitting on the BIA over the remainder of the term if they filed papers to run for Council, to make the Policy consistent with the *Municipal Act*. During the vote, a member (Christine Kempf) did not reply indicating her presence when asked twice.

During the meeting, Mr. Duong said he agreed in the last meeting to take on Mr. Weaver's request about not endorsing the Farmer's Market, based on his interpretation that the Town wasn't closing the roads in accordance with policy. Mr. Duong said he met with two Town representatives, and he didn't feel that the BIA could interfere in the Town's oversight of how they close the roads, and Mr. Weaver had other mechanisms available if he didn't believe the Town was doing a good job. Mr. Duong expressed that he intended to propose a motion supporting the Farmer's Market, noting that there were only three weeks until its opening, and he also planned to collaborate with Mr. Weaver to gain clarity on the Town's activities regarding the market. Mr. Weaver replied that if the BIA endorsed the Farmer's Market, then it'd be violating its policy on supporting a politician, because Ms.

Seaborn was a Regional Councillor, owns the market, and was its President. Ms. Seaborn said the Farmer's Market had no President – although I note Mr. Weaver provided corporate information to our Office establishing that Ms. Seaborn is listed as the President and a Director of the Farmer's Market of Grimsby, a non-profit corporation. Mr. Weaver asserted that as a business owner he expected he had the right to see "the documents" (e.g., the traffic control application, policies about how it would be implemented, and insurance), and the BIA couldn't endorse the Farmer's Market if it hadn't seen such. Town staff briefly described the process and said the Town was restricting a left turn out of the parking lot onto Christie Street, because from the "seven standards" in "the book" it created a safety issue – so the Town felt it had done an exceptional job of trying to accommodate traffic flow while not compromising safety. He said the Town had multiple conversations with Mr. Weaver, and the police had to get involved, which he wouldn't get into. Board Member Daniel Vandersteen opined that it was appropriate for the BIA to assume the Town and Region had done their jobs, and added:

*"... And I would also posit that endorsing a politician's other ventures, such as Michelle serving on Regional Council and also serving as the market. When you are in an elected position, be it the BIA, Town, Regional Council, you have other activities, it is the presumption of good faith that you're able to wear multiple hats. When we buy planters from Mayor Jordan, we're not buying them from Mayor Jordan, we're buying them from Jordan's Flowers – he declares a conflict, and we do that anyway. But buying planters from Jordan's Flowers doesn't violate our ability to endorse a politician."*

Ms. Seaborn asserted that the Farmer's Market started in 2010, four years before she entered politics in 2014, and its decisions are determined by a steering committee, not any individual person.

## **INTERVIEWS WITH PARTIES**

### *Mr. Weaver*

I spoke with Mr. Weaver. He said he has been in the Town of Grimsby since 1995, and owns a martial arts studio at corner of Christie and Main. He said the Grimsby Farmer's Market moved to the downtown core sometime around 2010 or 2011, when it was operated by Michelle Seaborn, who is currently a Regional Councillor, but was then the Town councillor for Grimsby Ward 3. He said Ms. Seaborn was also President of the Farmer's Market while she was on Town Council, but it was a sole proprietorship then, as opposed to a corporation. He said when the Farmer's Market

first moved to the downtown core, its permit was issued with limited and restricted access, owing to the lane closure affecting him.

Mr. Weaver said Tony Quirk was then a Regional Councillor, and after some back-and-forth complaints between Mr. Weaver and the Farmer's Market through 2015, Mr. Quirk came to his studio and modified the lane restrictions, so that they'd accommodate easy access, and they ran from 2015-19, before Covid shut everything down. Mr. Weaver described that there had been a big meeting at Carnegie Hall, and Mr. Quirk got him, the Town, and the Farmer's Market together in a room, and the traffic control plan was resolved and ran fine from 2015-19.

Mr. Weaver thought the Farmer's Market attempted a comeback in 2022, and thought it operated at the Peach King Arena for one year, and there was a shortened season in 2023 – the Farmer's Market was there for perhaps September and October. He said Ms. Seaborn was now a Regional Councillor, and had changed the structure of the Farmer's Market from a sole proprietorship to a not-for-profit corporation, and from his research Ms. Seaborn portrays herself as the Market manager even though its corporate documents show her as President. He said he approached Ms. Seaborn when they started setting up pylons to block his access again, and said he was approached by [Staff Member] and asked for the Farmer's Market's traffic control plan and the Region's lane closure permit, but Mr. [Staff Member] basically told him this was the way it was and he'd have to live with it. Mr. Weaver said Ms. Seaborn had to apply for the road closure, but the Town refused to provide him any documentation, so he understood there was no Ministry-approved traffic control plan, and as such he proceeded to move pylons so his clients could get into his building. He added that he wrote to the Town by letter, saying this needed to be addressed, but nothing got done.

Mr. Weaver said the Farmer's Market had a full season in 2024, and he moved the pylons to widen access, and it was back-and-forth of the police charging him and him calling the police on the Market. He said Ms. Seaborn told him he'd keep getting charged if he moved the pylons, to which he basically told her where to go, and said she couldn't keep his clients from getting into his studio.

Mr. Weaver described that for years as people came into town and pass the Christie overpass, his studio is on the left-hand side with driveway access, and the turning lane is a pretty long entryway, starting around Giant Tiger – you could fit 2-3 cars into it while southbound traffic could go through. He said he had a wide enough

entry for all vehicle sizes, and it was sufficiently wide for two cars to pass each other. He said the pylons ended before the start of the driveway, and those that closed Main Street were further back and let people go either direction from his studio. But he said now the Town was trying to funnel everyone into one lane – parents would let children out on his front step, and then turn around in the back parking lot and exit. He said he immediately saw the traffic control plan was changed in 2024, so he wrote to the Town and the BIA saying something had to be done and the BIA had to help him – he assumed the BIA could apply some pressure to the Farmer's Market not to interfere with businesses, since they were endorsing it.

Mr. Weaver said he approached Mark Wood, the then-Chair of the BIA, who told him "Shane, I'll look into it, I'll do whatever I can." Mr. Weaver said he spoke with the Mayor on the Market's opening day, and asked why the traffic control plan couldn't go back to 2015. He said the Mayor came to his studio, to whom he handed over 20 complaints from clients trying to get in, including one that ran over a pylon. Mr. Weaver said the Mayor told him he didn't see any reason why the traffic control plan couldn't return to what they did previously, and he'd look into it – so Mr. Weaver said he assumed the Mayor would make some changes, and told him he moved some pylons and to let him know if that was acceptable, to which the Mayor replied that seemed good to him.

Mr. Weaver said he understood "the wheels turn slowly in Grimsby", but he assumed the Mayor would go back to Council and ask for something to be done. He said he moved pylons again that day, but then basically went back-and-forth with [Staff Member], who said he couldn't do so, and stated that the Town would have Mr. Weaver arrested or charged (i.e., for moving pylons). Mr. Weaver told Mr. [Staff Member] to stop putting up the pylons. He explained to Mr. [Staff Member] that the Town changed the setup so that nobody could even turn left out of his driveway, at which point he got agitated and asked to see a copy of the traffic control plan. Mr. [Staff Member] replied that it was authorized by the Ministry of Transportation's "Book 7" – which is its traffic manual identifying traffic safety precautions for lane closures and construction sites.<sup>14</sup> Mr. Weaver said a few days later the Town sent him a traffic control plan, dated June 2023, which overrode what Tony Quirk did, and the Town told him they didn't have records of the previous traffic control plan, which Mr. Weaver found unbelievable because they always revert back to the plan

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<sup>14</sup> I interpret this to be Book 7: "Ontario Traffic Manual – Temporary Conditions"

<https://otc.org/wp-content/uploads/2023/01/OTM-Book-7-Temporary-Conditions-Office-Edition-April-2022.pdf>

previously in place. He said the June 2023 traffic control plan only promised him signage – i.e., saying local businesses were open, with an arrow pointing to his studio – but everything else remained the same (i.e., a small opening for his studio, with a tapered lane and no left turn), so he continued moving the pylons, which was when the police came. He said [Staff Member] had called the police directly, saying the Town wanted him charged, based on what Sergeant Bootsma told him. He replied he was just widening the lane so people could get in and out. Mr. Weaver said Sergeant Bootsma told him he'd charge him but would also say in his Report that he was simply widening access to his studio and wasn't interfering with the flow of traffic, which he subsequently did. He said Sergeant Bootsma told him if the Town reduced his access, to call them first and not move the pylons – but Mr. Weaver said he arrives at his studio at 3:30, and if his lane is restricted an officer wouldn't attend until 5:00 or 6:00 – so he just went out and widened the gap for the entryway. He said the Town had also installed a "no left turn" sign in his driveway by this point, which took away the opportunity for cars to pass each other, and he removed that too because it was on private property and creating a hazard for everybody – he said one of his clients hit the edge of the sign with his truck mirror, and he had to tell them it had been the Town that put the sign there, not him.

Mr. Weaver opined that the BIA should technically be involved in the road closures. He said if he wanted to close the street down, he'd go to the Region first, because it's a Regional Road, and they'd probably pass him off to the Town regarding policing it. But he said an applicant would also have to make an appointment with the BIA because it affects downtown merchants, so they'd have to describe how the event would benefit downtown. He said the BIA ought to perform their fiduciary duty to ensure it was a reputable cause and business – the BIA's mandate is to support and beautify the downtown core and infrastructure, and it's needed to approve a festival in the downtown core – all the Town does is approve the lane restriction/closure, but they aren't involved in endorsing the Farmer's Market.

Mr. Weaver said he asked Sergeant Bootsma for the police's copy of the traffic control plan, and it was different than the one the Town gave him, even though they had the same dates. He said there were two glaring differences – (1) the signage saying local businesses open were open was no longer there (he added that the Town never actually gave him the signage anyway), and (2) the Town reduced his access even more. He asserted that according to Book 7 he should have had 18 feet of opening to make a turn, but the Town reduced that in the first plan and then reduced it even more in the second plan, so it's a very tight entrance to get in, and now he

gets fewer and fewer clients every Thursday because the lane restriction creates such a mess in the downtown – so he has to move and cancel classes, and accommodate people with private classes.

Mr. Weaver reported that Mr. Wood informed him about his discussions with Town representatives, specifically [Staff Member], who indicated that no further action could be taken regarding the matter and that the situation would remain unchanged. Mr. Wood advised Mr. Weaver to refrain from pursuing the issue further, as the board had concluded its involvement, and per [Staff Member]'s statement the matter would not be addressed again at the board level. Mr. Weaver said it was just like a big circle, and he became interested in how the BIA was endorsing the Farmer's Market. He said Mark Wood and Simon Duong swapped spots, so that Mr. Duong is now the Chair and Mr. Wood the co-Chair. He said he attended the meeting where the BIA was to endorse the Farmer's Market again for 2025, and Ms. Seaborn was there talking about the Market. He said he raised concerns about traffic control and asked what else the BIA knew about the Farmer's Market that justified their endorsement, explaining that due diligence was necessary before allocating taxpayer money for promotion. He provided a list of requirements, but the BIA responded that their only role was to endorse the Market and not to verify compliance. He said the endorsement was delayed because the BIA needed more information, so he went to the next meeting again, which was when he became convinced something was up and didn't make sense. He said Mr. Duong approached him privately right before the meeting and said he just wanted to let him know he was going to endorse the Farmer's Market, and that he didn't need to look over the paperwork. Mr. Weaver said he replied that conversation should take place in front of everyone else.

Mr. Weaver said he started recording the meeting – Ms. Seaborn was there, and Mr. Duong was present, along with board members Chris (Station One Coffee), Daniel (the BIA's financial guy), and Delight Davoli, the Town Councillor appointed to the Board – but everyone else absent, so they didn't have quorum. He said they got 'Ben' on the phone, but Mr. Duong immediately motioned to endorse the Farmer's Market, which had ties to the Happening in the Park Festival. Mr. Weaver said the BIA board previously sent somebody to the Happening board, which it supported with \$10,000 one year, but then later \$30,000 the next two years even though nothing structurally changed, other than that the Farmer's Market was now part of Happening in the Park. Mr. Weaver said Mr. Duong was supposed to give a Chair's report outlining both sides, including a traffic control plan he got from Michelle

Seaborn. He said Mr. Duong verbally said it wasn't the BIA's position not to endorse the Farmer's Market, so they were going to go ahead and do it, and that was the end of the discussion – Mr. Duong put the motion forward, and the only other people that voted were Chris and Daniel.

Mr. Weaver said Happening in the Park is a not-for-profit corporation, and Mr. Duong, Tom Shulman, and Beth Shaw were listed as its directors, but Beth Shaw resigned prior to the Happening Festival taking place, and Mr. Duong voted in his wife as the new director in charge of financials, prior to the Farmer's Market returning downtown. He said Happening in the Park specifically has a non-soliciting structure, so any government funding they receive over \$10,000 changes how they have to structure their books, and the \$30,000 put them way over, even though they hadn't changed their documents. He said Mr. Duong had gotten about \$55,000 total in taxpayer revenue to support a festival with direct ties to the Farmer's Market, and his wife in charge of the finances.

I asked Mr. Weaver to describe what he understood to be the significance of the BIA's endorsement of the Farmer's Market. He replied that endorsement implied a lot of things, and it seemed like a giant conflict of interest for Ms. Seaborn, a Regional Councillor, to be operating a private business using Town infrastructure. He asked why the Town would give a Regional Councillor *carte blanche*, and close down Main Street every Thursday, for a farmer's market that barely met the requirements to be one, since its structure was literally like a garage sale – he said four major farmers produce and sell goods at the Market, but everything else is processed, wine, trinkets, or dog food, so it isn't a legitimate farmer's market, and without the BIA's endorsement the Farmer's Market wouldn't be recognized by the Ontario Farmer's Market Association. He added that he pays a levy to be downtown, but Ms. Seaborn doesn't pay anything or contribute to the tax base, so it could only happen through Ms. Seaborn having friends on the BIA to endorse the Market, following which she cynically says "the Town wants this, so we're going to have it." He said there was no oversight whatsoever to Ms. Seaborn's books, or where she spends money – she just comes in, sets up, collects money from vendors, and gets financial support from the Town, but doesn't pay for any of the road closures or for the people setting it up, and it's a free gift to her to come into the downtown core and do the Farmer's Market. Mr. Weaver said he believed Ms. Seaborn pressured BIA members for the endorsement so that she could do this under the radar, because all she has to say is "the BIA members support the Farmer's Market." He said the BIA never forced Ms. Seaborn to open her books, or state how she vets vendors or where she finds them –

the BIA just blindly endorses it, because somebody in a politically-powerful position asks them to, and he wanted the BIA to be transparent to Grimsby's levy payers, to demonstrate whether the Farmer's Market was a legitimate venture they should be supporting while others have to close their doors or restrict access to their businesses. Mr. Weaver opined that the BIA's endorsement of the Farmer's Market was just a big scam, and other businesspeople in their community feel the same way. He said he attempted a fake process, and there was no way to get road closures or an endorsement from the BIA – so if he couldn't get the same opportunity, there had to be some kind of favoritism behind the scenes, because there was no way for him to get permits to close the road down.

Mr. Weaver added that he believed Mr. Duong wouldn't have gotten \$8,000 in Town funding for Happening in the Park if the Farmer's Market hadn't been part of it. He said Ms. Seaborn used to sit on the BIA board many years ago, and is a member of the Chamber of Commerce, and there was a lot of controversy around the Farmer's Market in the very beginning when it was brought to the BIA, and many people closed down their businesses because of it – Home Hardware ended up going to their other location, and Trixie's Closet was also very opposed and ended up closing – so only those that supported the Farmer's Market were ever publicly recognized. Mr. Weaver said Happening in the Park had been dead in the water, and its committee shut it down prior to Covid, but Mr. Duong revitalized it and the first year after Covid he and Harmony House Jewellers had to invest their own money because it got no funding, and it wasn't located in the downtown core. He said it was only when Mr. Duong teamed with Ms. Seaborn that they brought the Happening festival back to the downtown core, as a three-day festival – but the Farmer's Market was its only event on the Thursday, there were no bouncing castles or other vendors down the road, for the first day the Farmer's Market was the focus of what was technically Happening in the Park, and Friday and Saturday became festival days. He said the BIA previously only gave the Farmer's Market \$10,000, for a two-day event – and they looked like separate events with two separate locations and entities, and no collusion, but the following year the BIA funded the Farmer's Market \$30,000, and Ms. Seaborn was back and they were both in the downtown core, now adding a third day. He said the BIA has burned through \$70,000 of levy money and haven't accounted for it properly, and the KPMG Auditor's Report said they weren't allocating money properly – i.e., it was one event and not "events".

Mr. Weaver said his whole issue is that the BIA should be transparent if they're spending taxpayer money, and downtown merchants would be surprised that the BIA spent \$70,000 over last three years on a festival, when merchants are going to be shut down for 18 months because the Town is ripping up Main Street.

I asked Mr. Weaver to describe the 'Grimsby Idol' event held at Teddy's. He replied that the Happening Festival has done Grimsby Idol before – one of its board members came up with the idea. He said they hold all of the preliminaries at Teddy's Sports bar – kids play, there's judging, and finalists get to play on the mainstage. Mr. Weaver stated that Teddy's would have been run like a regular restaurant during Grimsby Idol.

I asked Mr. Weaver to describe the relationship between the Farmer's Market and the Happening in the Park festival. He replied that the Happening Festival is basically a street festival in the downtown core, and used to only be two days (Friday and Saturday), but now it's Thursday to Saturday – they shut the street down from Christie to Ontario, and push down Livingston from Peach King Arena through the Tim Horton's, and an alley of vendors comes in Friday – after the Farmer's Market they turn it into a stage area for the concert, and they have a bouncy castle for kids, a climbing wall, food, and maybe a ride or two.

Finally, I asked if Mr. Weaver had ever reached out to Ombudsman Ontario regarding his issues, as a jurisdictional matter. He replied that he had never reached out to them, but agreed that down the road it'd probably be an option. He said his concern with the BIA's board structure was that Mr. Duong and Daniel Vandersteen determined to approach Happening in the Park, to see if they could partner with them – Daniel Vandersteen attended a Happening meeting as a BIA representative, which Simon Duong chaired, and the BIA offered to give \$30,000 in exchange for only retaining a seat on the Happening board, to ensure the festival ran, and that was in the BIA's minutes, word for word. He said [Staff Member] also sits on the Happening Board, so his complaints about the traffic control plan always get shut down since he and [Staff Member] don't get along, and it never actually got to the Town. He felt there was more than enough evidence to make a strong recommendation about these conflicts, since it didn't seem like anybody was policing it at all. He added that the BIA has become financially independent from the Town, because he thought they didn't want the Town to see what they were spending money on (like the Happening Festival), so a Report on this would be huge

because he thought the BIA is burning through taxpayer's money and it makes no sense to him.

Mr. Weaver sent me some follow-up information following my calls with him and Mr. Duong, which I will note following the next section.

*Mr. Duong*

I spoke with Mr. Duong two days after speaking with Mr. Weaver. He began by saying when he initially joined the BIA board, it seemed it was always one-directional – i.e., the BIA always just imposed decisions, instead of taking people's opinions and providing them a voice. He said when Mr. Weaver came asking him to look into this issue, former BIA chairs and other people around town knew who Mr. Weaver was, because he had raised the issue year-over-year. Mr. Duong acknowledged that, but felt as a new Chair and with a relatively new board, he didn't want to shut out a merchant and the board needed to look into it and put their findings onto record – so he'd initiate the motion supporting the Farmer's Market downtown, and also look into the allegations that the Town wasn't closing the street correctly.

Mr. Duong said Town staff all told him Mr. Weaver had been complaining about the street closures for multiple years, and they'd fined him a couple of times for violating their by-laws, such as by knocking their signs down. They told him Mr. Weaver's interpretation of the road closure was incorrect, and they were closing the road based on how they interpreted they had to follow the MTO's rules. Mr. Duong told me the Farmer's Market puts in formal submissions to close the road annually, and the Region also approved it, so they went through the whole process properly for closing the road.

Mr. Duong said Mr. Weaver asked him to look at the BIA's financials, but he replied that wasn't the BIA's jurisdiction – all they were trying to do as a board was address whether they felt the Farmer's Market benefits the BIA area, and from walking the street all of the merchants there support it, because it's great for generating foot traffic into the area.

Mr. Duong said he asked the Town if the BIA could do anything to help Mr. Weaver, like helping make his members more aware of where they could park, but Mr. Weaver doesn't even own the parking lot behind him – The Dutch Shop owns it

(owned by Daniel Vandersteen, a board member), which allows Mr. Weaver to park there. Mr. Duong explained that the Town only restricts left turns out, but right turns are allowed and parking is available in the back. He felt this was not a significant issue since Mr. Weaver would only deal with it for a few hours weekly, and most BIA merchants support the Farmer's Market. Mr. Duong advised Mr. Weaver to address any concerns directly with the Town, as the BIA cannot dispute its interpretation if the Town implements what it views as a proper road closure.

Mr. Duong said the entirety of this complaint followed. He said he was warned Mr. Weaver would come after him like this if he didn't get his way, but he would've still done the same thing because as Chair he feels the BIA should listen to everyone. He said he didn't think it was right the BIA was having to wastefully spend money on this inquiry.

Mr. Duong said he moved to Grimsby in 2005, and he has done a bunch of fundraising for kids in need, and at one point won a civic recognition award from the Town for his volunteer work and fundraising. He said he became President of the Grimsby Minor Hockey Association, and ultimately President of the Niagara District Hockey League, which consists of 13 minor hockey associations. He said he became Chair of the Happening in Grimsby Festival in 2019, and he's also a realtor, during which he tried selling Teddy's Sports Bar at one point, but people only wanted the land and nobody wanted to keep the bar operating, so he took a chance and bought it in April 2022, and has been running it since with no previous experience.

Mr. Duong said he subsequently joined the BIA, and he felt the board really didn't take the opinions of merchants or members – they just did what they thought, which didn't really jive with him – his view is that you have to listen to your members and try to find ways to make things work, just as he did when he ran the minor hockey board. He added that he was born in and escaped from Vietnam, which was a dictatorship, so the last thing he wants to do is dictate how things will run, rather than finding solutions and running with common sense.

Mr. Duong described that Happening in Grimsby has been a local festival for nearly 60 years, but its previous board dissolved in 2019. He said several residents knew he'd organized several things in hockey, and approached him asking if he'd be interested in creating a board to try to revive the festival. He replied he'd try it for a year or two, and then step down – so they set up a non-profit board, but had no money or funding in the beginning, so their job was to go out and seek funding.

They successfully got a grant in the first year – the Town supported them with \$8,000, and they operated at the Peach King Centre, after which they grew and got more sponsorship over time, and they're now at \$100,000 fundraised. He said all of the Happening's board are unpaid volunteers, and no board members should get any monetary benefit from any board he's involved in. Mr. Duong said he also personally sponsors the Festival, the same as anybody else, but there's no hidden agenda whereby he gets better treatment than anyone else – it's all above board, and if anyone wants to look at the financials anytime they're welcome to do so.

Mr. Duong said the Happening Festival's board is very cohesive and gets things done – they all have niches, someone takes care of the inflatables, someone else the entertainment, and someone else the food trucks. He said the festival is every third weekend of June, and they added a third day for the Farmer's Market on Thursday, but it's only cross-promotion and they don't actually have anything to do with them – the Farmer's Market is on Thursday, and Happening in Grimsby is Friday and Saturday. He said the Happening festival is a registered non-profit organization, and a lot of work – they meet weekly throughout the year, for only a two-day festival, and its funds always stay in the corporation – nobody on the board takes any monetary benefits from it, which is all documented. Mr. Duong said it kind of hurt that Mr. Weaver went after the Festival – its board is entirely volunteers promoting the Town for people to come see how great it is. He said the Happening isn't a municipal board – the Town is involved to help them plan and close the road, but they're only a liaison and sponsor, for which they're very hands-on in overseeing the spend.

I asked Mr. Duong to describe the pecuniary interests he declared at the BIA's November 13, 2024 meeting. He replied that the BIA wants to sponsor the Happening festival annually, so he excuses himself from those motions saying he's the Chair of the Happening, and saying the rest of the board should make the motion. Mr. Duong added that he owns the Peach Kings junior hockey team, which has been around since 1922, and he personally loses money every year from running the team (as most junior hockey teams do), but he does it as a giveback for love of the kids, and it takes a lot of good people to keep things like that going, but nobody on the Peach Kings gets paid.

I asked Mr. Duong to elaborate on the relationship between the Happening Festival and the Farmer's Market. He replied that there really isn't one – the Farmer's Market is on the Thursday, and their festival is on the Friday and they invite the Farmer's

Market to kick off the Festival, but it's more of a cross-promotion to help everybody out. But he said the Farmer's Market is their own not-for-profit, as is the Happening Festival, and neither pays each other anything to work with each other – they're two different organizations, and nothing changes about how either is set up. He added that the BIA isn't involved in running the Happening Festival – the Happening's board makes decisions as a group of six or seven board members, with him as its Chair, and a Town liaison attends.

I asked Mr. Duong to explain how Town staff attend BIA meetings. He replied that [Staff Member 2], Committee Coordinator, currently does so, but somebody is always present from the Town's Clerk's Office recording, and it was previously the Manager of Legislative Services/Deputy Clerk. He said Town staff will be the ones to say if something doesn't follow procedure, and also write the motions and take minutes. He said if there was quorum issue, the Clerk's Office representative would have raised it, and Councillor Delight Davoli was also there. Mr. Duong said he heard in the newspaper it was mentioned at a Town Council meeting by 'Veronica' (i.e., I interpret Councillor Charrois) that there was no quorum, but Councillor Davoli replied confirming that there was quorum, which [Staff Member 2] could also attest to. He said two members were on the phone the entire time, and if there'd been an issue Town staff or Councillor Davoli would have undoubtedly raised it. He added that Mr. Weaver went to the newspaper, which wrote an article about the alleged quorum issue, which bothered him because the newspaper never called him to verify, they just wrote the story and publicized that the BIA wasn't running correctly. He said it was touchy because the article's author was the BIA's Past Chair, who isn't on the board anymore and doesn't support what the BIA does. Mr. Duong added that the BIA has changed its procedure for telephone votes now – they raise hands during votes, and he makes members on the phone say 'I agree,' so that it doesn't seem like somebody is sitting there without answering – but there was no doubt that 'Ben' was contributing.

I asked Mr. Duong to describe what he understood the BIA's endorsement meant or implied for the Farmer's Market. He said it was very normal – Town staff had already somewhat approved the Market, so the endorsement was more of an acknowledgement that the downtown core would like it back; but even if they didn't endorse it, the Farmer's Market would have still gone on, the BIA had no final say if it came or didn't. It was simply a mark of support. He said if the BIA protested then councillors might have talked more, but the Farmer's market had operated annually for years, and the BIA's endorsement was just a token of appreciation for it operating

at the downtown location – everyone downtown missed it when it moved to the Peach King Centre, and many members asked for it to return to downtown, which the Town asked it to do. But Mr. Duong said final say is with the Town or the Region, not with the BIA’s endorsement – the Farmer’s Market needed the Region’s permission to close the Regional Road, and the Town only endorses the Farmer’s Market if they think it benefits the Town. Mr. Duong said Mr. Weaver alleged that the BIA shouldn’t support the Farmer’s Market because it’s Chair is a Regional Councillor, but he disagreed and felt that wasn’t for the BIA to oversee – the Town could look at the Farmer’s Market’s financials if it felt it wasn’t a good organization.

I asked Mr. Duong to describe his discussion with Mr. Weaver prior to the May 14 meeting. He said he didn’t want to surprise Mr. Weaver, so he went to him immediately before the meeting and told him he met with the Town, who informed him the Farmer’s Market was doing everything to the letter of the law, and it wasn’t the BIA’s fight to take on – therefore he was going to table the motion to endorse the Farmer’s Market. But he said Mr. Weaver lost it then and argued he couldn’t do that, to which he replied the BIA would help Mr. Weaver put signs up, and let members know where they could park, but they couldn’t not initiate the motion to support the Farmer’s Market. He added that he was also only one vote.

I asked Mr. Duong about Mr. Weaver’s allegation that the BIA sought a seat on the Happening’s Board in exchange for a \$30,000 donation. He replied that the BIA had sponsored the Happening festival for previous years, since the festival is held right downtown, and noted that the Happening Festival had always had a BIA Board member at its board meetings so that the BIA could know what was happening and have some input, given potential road closures in downtown, but one had nothing to do with the other. As an example, he said when the road was closed, the BIA suggested displaying some signage outside merchants’ stores.

I asked Mr. Duong to describe the BIA’s vote on changes to Policy EP001 at the May 14 meeting. He replied that the Town Clerk, Victoria Steele, raised it to the BIA’s attention, and asked the BIA to adopt the revisions, in order to align with Town policy, because the BIA is arm’s length from the Town. He said the BIA just adopted the change, and its content was something along the lines that if a BIA member runs for municipal election, they can’t use BIA resources to promote themselves. He added that if someone wanted to run for election, the Clerk would notify them about what they should or shouldn’t do. I asked Mr. Duong about Mr. Weaver’s allegation that he passed the Policy in order to “support his run for Mayor.” He said that was

the part of the allegations that hurt the most – he'd been thinking of running for Mayor for four terms, but hasn't done it yet, and he might run this year, but he's volunteered countless hours for years for minor hockey and fundraising, and never does it because he's going to run for the Mayor, so the allegation was "so offside". He said that would be a big decision when the time comes, but those who know him sufficiently know he doesn't do anything for self-benefit.

Finally, I asked Mr. Duong to describe his participation in any BIA votes relating to the 'Grimsby Idol' event that took place at Teddy's – to which he replied that the BIA had nothing to do with Grimsby Idol. He said one of the Happening board's members had an idea to help promote families coming to the early Friday night event – it wanted to do a "Grimsby Idol" for young ages, like American Idol, and participants could send videos in, the board could host the top 10 videos in-person, with the winner going to the mainstage on Friday afternoon. He said the board wanted to find a place to host it in town, and a board member asked about Teddy's – which has a big area that can support a sound system and attendees. But he said the rest of the board had to make the motion, and he wouldn't be self-serving about it. He said he had a conflict for Teddy's respecting Happening in Grimsby, but not for the BIA, because the BIA had nothing to do with it being at Teddy's, nor with promoting 'Grimsby Idol' – they had no knowledge about it, and only the Happening board was involved in the planning. Mr. Duong said the BIA might attend Happening board meetings, to know what's going on, but they have no vote there – they only sponsor the festival, but aren't involved in planning any of its events. He said he is the only BIA board member who is also on the Happening Board, and Mark Wood (BIA Vice Chair) only attends the Happening board as a liaison, to help with entertainment, but isn't a voting member. I asked Mr. Duong if Teddy's operated in usual fashion the night of Grimsby Idol, to which he replied it was open to the public that night, and operating in its usual fashion. He said Teddy's was the only place that can hold 200 people, and provide an open forum with a line of sight for patrons.

Mr. Duong felt the entirety of this case was simply looking into a merchant's concerns, and ensuring the BIA was doing the right thing before endorsing the Farmer's Market, and he never imagined the situation would get to this point, so he only wished that Mr. Weaver would somehow accept that this wasn't the way to go. He said for the BIA to help its members, it'd be through signs and showing customers where to park – but Mr. Weaver doesn't even own the parking spot, which is more of a drop-off point. He said customers could go up one section of the

alleyway and then turn left, and he could certainly be empathetic if customers had nowhere to park, but he didn't feel that was the case.

***Follow-up information and evidence***

Both parties sent me some follow-up information following our interviews. Mr. Weaver in particular sent me a number of pieces – which I note as follows in chronological order.

An account identified as "Mayor" texted Mr. Weaver on June 13, 2023:

*Hi Shane*

*Sorry for not responding earlier. Was at a meeting last night and in Toronto this morning.*

*The agreement you have from the region should still be valid IMO.*

Mr. Weaver texted Mayor Jordan on June 29, 2023, attaching a photo of pylons on a road (see Appendix 4).

*Just confirming we are still good for 230.*

*Sorry for your time I am sorry to waste it.*

*This was the adjustment made.*

Mr. Weaver described that these texts showed he acted in good faith, with Regional authorization, notified the Town, and made a minimal, safety-minded adjustment, so there was no reckless interference.

Mr. Weaver emailed Sergeant Jeffrey Bootsma of the Niagara Police on July 2, 2023:

*From: SGW Productions (Shane Weaver)*

*To: Jeffrey Bootsma*

*Subject: Information Request*

*Sent: July 2, 2023, 11:20 am*

*It seems that going forward I have come to a verbal agreement with the town. In the meantime I would like to obtain further information in case there are some discrepancies.*

*How do I receive the report on incident 23-67153*

*As well, I would like the incident report from Officer #09721 on June 15, 2023, as to the charge of Section 184 as it pertains to the HTA*

*And if it is not too much to ask, I would like to request any details (report) on the pre-emptive call we had last week as to the person from the Town that contacted you, prior to my meeting with the Mayor.*

*Thank you*

Sergeant Bootsma replied the next morning (July 3, 2023):

*Good morning Shane,*

*I'm glad you and the Town were able to come to an agreement that does not involve the police. In order to get the reports that you are asking for, you will have to go through our Freedom of Information office.*

*You can reach them at 905-688-4111 Ext 1024560.*

*As far as the pre-emptive call that we had last week, no report will be generated as it was just the phone call. The staff member from the Town who contacted me was [Staff Member].*

*Jeff*

Sergeant Bootsma wrote the following 'General Occurrence' note on July 31, 2023:

*On Monday, July 31, 2023 Sgt Bootsma spoke with Shane WEAVER about the issues going on between him and the Town of Grimsby regarding the lane closure in front of his business on Thursday afternoons for the Grimsby Farmers Market. There has been an ongoing problem with the set up of the lane closure as it has been blocking the entrance to WEAVER's business at 4 Christie St in Grimsby. WEAVER has been going out each week and spreading the pylons out so that vehicles can turn into his business parking lot while still maintaining the efficacy of the lane closure. At the beginning of this incident in June, WEAVER was charged under the Highway Traffic Act and has since only slightly modified the closure. As long as WEAVER is only widening the gap to allow vehicles to enter his property, he is not interfering with the lane closure.*

*Police offered to host a meeting between the Town and Mr WEAVER to mediate a final solution.*

Mr. Weaver provided me a 10-page document dated March 13, 2024, to support his assertion that the BIA was looking to become financially independent from the Town. It began as follows:

***Finance Board Recommendation***

***From:*** Mark Wood, Chair and Daniel Vandersteen, Treasurer

***To:*** Board of Management, Grimsby District Improvement Area

***Date:*** March 2024 Board Meeting

***Subject:*** *Proposal for the Transition of Financial and HR Management from Town Control to DIA Administration*

***Executive Summary:***

*This report highlights significant limitations and operational challenges faced by the Grimsby District Improvement Area (GDIA) under town control, impacting its financial and HR management. Key issues include a lack of financial autonomy, inflexible payment processing, constraints on expense management and investments, and inadequate HR management. These limitations hinder real-time financial oversight, spending autonomy, strategic planning, and growth. ... It proposes strategic reforms ... Recommendations include regaining complete control of GDIA finances for better autonomy and strategic planning, maintaining the Town's role in annual audits for transparency, hiring a professional bookkeeper for accurate financial records and compliance, and conducting regular compliance checks to ensure adherence to laws and regulations. These measures aim to improve operational efficiency, financial integrity, and contribute to the community's prosperity. Finally, the report provides a detailed plan for transitioning financial management to GDIA control, including defining new roles and responsibilities for the Board, Executive roles, and the Town. It emphasizes ... strategic steps like board approval, establishing financial accounts, transitioning financial controls, revising bylaws, hiring a bookkeeper, developing financial management policies, evaluating payroll systems, and continuous review. The goal is to establish a robust, transparent, and autonomous financial management system supporting GDIA's mission and community objectives.*

***Introduction:***

*... Despite our successes, the current model, under which the Town oversees our financial operations, significantly limits our operational capacity and strategic agility. This report outlines the historical context leading to the Town's financial oversight, the challenges the current management structure poses, and the compelling reasons for the DIA to reassume control over its financial and HR*

functions.

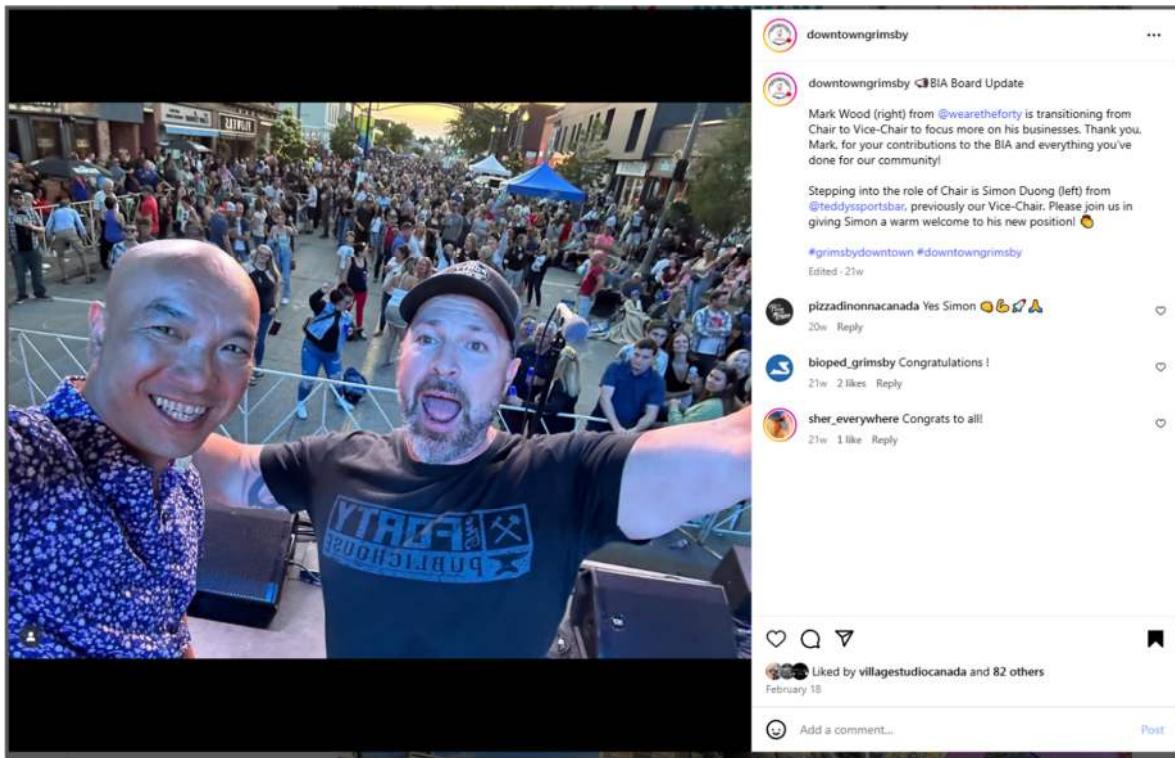
...

Mr. Weaver said Mr. Duong became Chair of the BIA on February 12, 2025, per the February 18, 2025 screenshot below, stating:

*Mark Wood (right) from @wearetheforty is transitioning from Chair to Vice-Chair to focus more on his business. Thank you, Mark, for your contributions to the BIA and everything you've done for our community!*

*Stepping into the role of Chair is Simon Duong (left) from @teddyssportsbar, previously our Vice-Chair. Please join us in welcoming Simon to his new position!*

#grimsbydowntown #downtowngrimsby



Mr. Weaver asserted that the February 25, 2025, Happening Festival minutes showed the BIA wanting to give it \$30,000 for a seat on its board. Daniel Vandersteen, BIA Treasurer, was a guest speaker, and both Mr. Duong and Mr. [Staff Member] were present as Happening Festival board Members. Mr. Weaver highlighted the following, among other excerpts:

#### **4. Member Reports**

**A. Chairman (Simon Duong)** - Speaks on the long-term sustainability of festival and succession plans ... Informs the board the BIA is looking to partner up with our committee and proposes to have it fall under the BIA banner. Introduces guest speaker Daniel Vandersteen, business owner and treasurer of the BIA to speak on proposal.

**Daniel Vandersteen Presentation-** Daniel on behalf of the BIA asks the board to consider having the BIA as a partner for the Happening in Grimsby Festival, with our committee falling under their banner. He addresses how they can better support the festival and focuses on 3 challenges that the BIA wants to help us address.

1. *Organizational resources-they have volunteers, students, and staffing to support as well as a larger budget. They can provide financial security and support us monetarily, and they can also help with grant funding.*

2. *Structural support -BIA has more governance policies in place for hiring and structure, which will help with efficiency, support our goals, and help with continuity.*

3. *Liability- Partnering with a larger organization can help reduce liability because they have reserve funds and are more structured. The town will always be worried about lack of oversight and future liability. The BIA will strengthen our position in keeping the festival run by our committee and the BIA instead of the town. Daniel stressed that the BIA-does not intend to profit in any way from the festival. Their interest is in making sure the best event in the area can still happen and grow. ... In support of this interest, he also proposed the Chamber of Commerce have a member on the board.*

*Short term- they want to maintain the governance structure but would like in exchange for sponsorship a seat on the board.*

*Long term- the BIA and Happening Committee sign a Memorandum of Understanding (MOU), the board would become a committee of the BIA under their governance but be fully autonomous. Details would be discussed and agreed upon before the MOU is drawn up.*

*The committee agrees to investigate the BIA having a more prominent role and exploring it. ... Feedback to Daniel Vandersteen is that they need to come back with more detail and clarity with how this partnership would be implemented.*

*Daniel Vandersteen exits the meeting.*

**E. Committee Member** (Rebecca Shelley) - *In discussions around the BIA proposal, Rebecca points out that if we accept the BIA proposal, we will not have to add an additional board as proposed by Daniel. We have recently invited Amanda MacDonald to join our board, and she is currently the executive director of the BIA*

...

**G. Committee Member** ([Staff Member]) – *In discussions around BIA proposal, Trevor reminds the board that ... the town's involvement is still important as they put in around 25000 in kind. So, they do have some oversight in that money and staffing etc.*

**MOTION-** *Trevor moved to appoint the town seat to Melissa, but with the town having signing authority. Seconded Tanya Duong. Passed.*

Mr. Weaver provided me the BIA's June 14, 2025 Balance Sheet. He stated the following (which I wasn't personally able to corroborate):

*The documents show a clear before-and-after: in the 2024 audited statements, all event spending was collapsed into a single "Special events" line of \$43,726 with no named recipients; shortly thereafter, on May 14, 2025, the BIA's own minutes state that "financial reporting will be corrected starting in June," and Councillor Davoli flags deficiencies (asking to include committed spending and noting a Beautification error); by the June 24, 2025 budget-vs-actuals, the BIA is itemizing a stand-alone "Happening Event — \$30,000," making the beneficiary explicit. The timing supports the conclusion that the earlier \$30,000 was buried under a generic events bucket and only itemized after Councillor Davoli challenged the reporting format.*

Mr. Duong also provided follow-up information to me. He identified that Griffin MMA (i.e., Mr. Weaver's business) rents from Duliban Family Holdings Inc., and per the below image doesn't own any parking spaces (i.e., the highlighted lines reflect the property line for each business) – rather, it was parking spaces from the Dutch Shop and Brightspace in the back area, and in his view Mr. Weaver's only issue is that he can't turn left out of the back parking lot when the Market is operating – i.e., coming out of the back of the 'GriffinMMA' building below.



Mr. Duong provided the May 22, 2025 edition of NewsNow in Grimsby,<sup>15</sup> for which he said he was never given a chance to be asked about what happened. The article, written by Mike Williscraft,<sup>16</sup> stated:

***BIA endorsement/process leaves businessman scratching his head***

*Grimsby Farmer's Market has received the endorsement of the Grimsby Business Improvement Area board to close Main Street in the downtown core despite not having many key pieces of information for review, says business operator Shane Weaver.*

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<sup>15</sup> NewsNow Niagara e-Edition – May 22, 2025 (see p. 3)

<https://www.newsnowniagara.com/2025/05/22/newsnow-e-edition-may-22-2025/>

<sup>16</sup> Owner and Publisher of Grimsby NewsNow <https://www.ocna.org/mike-williscraft-owner-publisher-grimsby-newsnow>

*While Weaver attended last Wednesday's BIA meeting to speak to the endorsement agenda item, he left shaking his head at the ongoing procedural issues the board keeps ignoring.*

*Before the meeting got started, Weaver said he received his first surprise when BIA chair Simon Duong approached him to tell him the board was going to pass the endorsement at the meeting.*

*"Clearly they had talked about it before the meeting or he would not have known they would pass it," said Weaver after the meeting.*

*During the meeting Weaver outlined several pieces of information which the board admitted it had not seen.*

*"If we're to have policies about traffic control plans, and how they're supposed to be implemented, then I would just expect to see the documents," said Weaver to the board.*

*"That's all I'm asking. Show me that the traffic control plan was properly done. Show me the application. Show me the insurance. As a business owner, I have the right to see that. You cannot endorse this whole operation if you yourself, as the board, have not seen them."*

*While the board has gone to extreme lengths to separate itself from anything to do with the Town of Grimsby, in this case, Duong said the board should defer to the Town.*

*"That is up to the town to determine as to how they feel. I don't think we're the police dog of this," said Duong.*

*Duong called on Brandon Wartman, Grimsby director of public works, to outline the approval process. ...*

*Wartman said the Town had followed all proper procedures regarding the market, including speaking to Weaver about the traffic plan at two points in 2024.*

*"No, I was charged twice last year. That's when they (town officials) met me," said Weaver of when Niagara Regional Police were called regarding removal of a pylon in front of his business ... to allow his customers access to Christie Street<sup>17</sup> from his*

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<sup>17</sup> Christie Street is also known as Regional Road 12 within Grimsby.

*parking lot.*

*Before Duong called the vote, Weaver said he got another surprise when it was discovered one of the two board members who participated by phone was not on the line.*

*Two members had to be called at the start ... as there were not enough members on hand to form a quorum.*

*When a quorum is not set, no business can be conducted and no votes can be taken. No minutes are taken.*

*When Duong called upon Christine Kempf for an events update – the agenda item right before the market approval – silence came back.*

*“Christine, are you there?” asked Duong. “I don’t know that she can actually hear us.”*

*“Do we still have a quorum,” asked BIA council liaison Coun. Delight Davoli.*

*When the vote was called, nobody on the phone was asked for their vote to confirm a quorum was in place and nobody questioned if the quorum was in place.*

*“I’m not against the market. I love that the market is downtown,” said Weaver at the meeting.*

...

## **ANALYSIS**

It was difficult to keep the entirety of this investigation within reasonable parameters, given the extreme volume of submissions and continually provided by the Complainant. It is clear that Mr. Weaver’s displeasure with the Town and Ms. Seaborn respecting the operation of the Farmer’s Market, and the accompanying lane closures, have been ongoing for years. Mr. Weaver was able to negotiate an alternative lane closure agreement that he was more satisfied with from 2015-19, but that agreement and any documentation about it seemed to have either been lost or forgotten by the Town.

Only a relatively small portion of Mr. Weaver's submissions are appropriately subject to our Office's analysis. I have attempted throughout this matter to only consider and reproduce materials that were either (a) directly relevant to the issues our Office can assess, or (b) otherwise necessary to establish the larger context of the dispute, without which any reader would have difficulty understanding the core issues of this matter. Even in this state, an untold number of pages of submissions to our Office have been excluded from the information contained herein.

Bluntly, this Office is not the appropriate body to analyze any of the following disputes Mr. Weaver wished to challenge:

- Any substantive decisions by the Town or Region – including their approval of the Farmer's Market, or related decisions about road closures. Those are within each body's jurisdiction to analyze and aren't subject to second-guessing on our part.
- The BIA's meeting processes or substantive decisions – our Office can consider whether BIA Board members failed to follow the *Municipal Conflict of Interest Act*; but it isn't our role to analyze:
  - The BIA's decision to 'endorse' the Farmer's Market – which was within its substantive jurisdiction.
  - The effectiveness of the BIA's meeting procedures – including whether it had quorum when it endorsed the Farmer's Market. As expressed previously, jurisdiction over the BIA's meeting processes more appropriately belongs to the provincial Ombudsman,<sup>18</sup> as the BIA is a "local board" of the Town. Tangentially, I note as a pragmatic matter that I am satisfied the Farmer's Market (a) has already since happened, and (b) would have happened with or without the BIA's endorsement.
  - Meeting practices of the Happening Festival and the Farmer's Market – both of those entities are private organizations and are not local boards of the Town. Private organizations are only accountable to themselves, other than potentially to the courts, if Mr. Weaver could find a legitimate basis to challenge them there. Private organizations conduct their meetings and make decisions as they see fit.
  - Any actions by Michelle Seaborn, the President of the Farmer's Market. Simply put, Ms. Seaborn is neither a Member of the BIA's board, nor even a Member of the Town's Council. She is

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<sup>18</sup> <https://www.ombudsman.on.ca/en/make-complaint/what-we-can-help-you/municipalities>

a Regional Councillor for Niagara Region – a distinct entity.<sup>19</sup> Ms. Seaborn’s roles as a Regional Councillor and President of the Farmer’s Market aren’t inherently in conflict, and no rule prohibits Ms. Seaborn from delegating to the Town or to the BIA as the Farmer’s Market’s President.

This Office is only empowered to decide whether Mr. Duong, as a Member of the BIA’s Board, participated in a decision(s) by the BIA in which he had a pecuniary interest, and failed to declare such interest(s). If the Happening Festival had a pecuniary interest in a matter before the BIA, then Mr. Duong would also have that pecuniary interest as a Board member of the Happening Festival.

Three main instances of BIA decision-making merited scrutiny – but in each case, I am satisfied that the *Municipal Conflict of Interest Act* was not contravened. The first was the November 13, 2024 vote, at which the BIA determined to grant \$30,000 to the Happening Festival. Both the record and Mr. Weaver’s own submissions are consistent that Mr. Duong declared an interest in that matter, and recused himself from the vote. That is what the *Municipal Conflict of Interest Act* compelled him to do. The Act does not compel Members of a local board or Council to never have pecuniary interests in matters that come before those bodies – that would almost certainly be an unwieldy requirement. What it does require is that Members declare the interest and recuse themselves from the discussion and decision-making, so that the decisions can be made by the balance of the Board members who don’t have such pecuniary interests. The BIA did that, and the balance of its Board members granted the Happening Festival \$30,000.

A second matter related to the BIA’s May 14, 2025 decision to amend its election policies EP001 and EP002 – “Rules for the Use of Municipal Resources During an Election Period” and “Grimsby Downtown BIA Political Endorsements & Participation in the Electoral Process” – which it had recently adopted at its April 2025 meeting. Mr. Duong didn’t declare an interest respecting the amendments, and participated in the decision-making approving the changes. I do not find that Mr. Duong contravened the *Municipal Conflict of Interest Act* in doing so, because he had no pecuniary interest in the election policies. No evidence establishes that Mr. Duong stood to be financially impacted by any amendments to the election policies – which were requested by the Town itself, seeking consistency in its policies with a local board. Mr. Duong described that the revisions were along the lines that if a BIA member were to run for municipal election, then they can’t use BIA resources

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<sup>19</sup> The Region is an upper-tier municipality, and the Town is one of its constituent lower-tier municipalities. <https://www.niagararegion.ca/government/municipalities/default.aspx>

to promote themselves – which is an exceedingly conventional municipal policy. I am not even satisfied that the evidence establishes Mr. Duong intends to run for Mayor, which is a foundational assumption by Mr. Weaver – the evidence can only be described as he “is thinking about it” or “has thought about it for years.” That falls far short of establishing a pecuniary interest in the matter. Indeed, no one can be said to be running for office until they have satisfied the nomination requirements and are added to the ballot during an election year. Jurisprudence has established that a pecuniary interest must be “real and immediate”, or reasonably likely to occur – not “speculative or hypothetical.”<sup>20</sup> In *Yorke et al. v. Harris*,<sup>21</sup> the Ontario Superior Court of Justice stated:

*“Possible future outcomes do not qualify as pecuniary interests under the Act. There must be a real issue of actual conflict, or at least, a reasonable assumption that conflict will occur. The pecuniary interest must be definable and real rather than hypothetical.”<sup>22</sup>*

In *Durham Flight Centre Inc. v. Marimpietri*,<sup>23</sup> Oshawa’s Integrity Commissioner opined that case law is clear pecuniary interests must be real and present, not speculative or remote, and that the courts have used words like “actual”, “definable”, and “real” to characterize pecuniary interests. I do not consider Mr. Duong to have had any real or definable pecuniary interest in the BIA’s use of resources policies.

Finally, I closely looked at the ‘Grimsby Idol’ event that took place at Teddy’s during the Happening Festival. Mr. Duong did have a pecuniary interest in Grimsby Idol taking place at Teddy’s, because he owns the bar, and he acknowledged that it ran as usual that night – so therefore the bar would have made money from selling food and beverages to patrons that attended. Teddy’s’ pecuniary interest is also deemed to be Mr. Duong’s, through his ownership of the corporation. However, the evidence establishes that the BIA had nothing to do with the decision to hold Grimsby Idol at Teddy’s – that decision was solely made by the Happening Festival board, which is a separate organization from the BIA. The fact that Mr. Duong is a member of both the Happening Festival board and the BIA board does not change that. Mr. Duong asserted that he declared a pecuniary interest in Grimsby Idol during the Happening board meeting and didn’t participate in the Happening board’s decision to hold Grimsby Idol at Teddy’s.

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<sup>20</sup> *Yorke et al. v. Harris*, 2020 ONSC 7361 (Dec. 9, 2020), at para 47

<sup>21</sup> *Ibid*

<sup>22</sup> *ibid*, para. [47]

<sup>23</sup> *Durham Flight Centre Inc. v. Marimpietri*, 2019 ONMIC 18

I reiterate that this Office has no jurisdiction over the actions of a private organization like the Happening Festival. To be blunt, many of Mr. Weaver's assertions in this case arise from confusion over which organization was doing what at any given time, or the fact that those organizations partnered in various ways for various purposes. As a matter of law, distinct organizations must be treated as such. Mr. Duong was entitled to make decisions as a Member of both the BIA board and the Happening Festival board, so long as he never directly involved himself in a decision that he could personally benefit from financially. The evidence does not establish that he did so. Distinct organizations are allowed to partner with each other, which is in fact commonplace and not illegal. The BIA could partner with the Happening Festival, given it might benefit the downtown core. The Happening Festival could partner with the Farmer's Market, given a potential benefit in cross-promotion. The Town could approve the Farmer's Market, given a potential benefit to the Town's residents – and having done so, it could oversee traffic regulation for the event. The BIA could "endorse" the Farmer's Market if it believed it politically expedient to do so. While all of these topics were perhaps inescapably intertwined in Mr. Weaver's mind, they followed the rules each organization appeared subject to follow.

## DECISION AND PUBLICATION

The evidence does not support a finding that Mr. Duong contravened section 5 of the *Municipal Conflict of Interest Act*. Accordingly, there is no appropriate basis for this Office to apply to a judge pursuant to section 8 of that Act.

Our reporting obligations are described in the Complaint Protocol to the Town's Code of Conduct for Members of Council.<sup>24</sup> That Protocol includes:

### *Formal Complaints*

*5. (3) An elector, as defined in ... the Municipal Conflict of Interest Act, or a person demonstrably acting in the public interest ... may file a formal application requesting that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1, 5.2 or 5.3 of that statute by a Member*

...

---

<sup>24</sup> Code of Conduct for the Town of Grimsby Council and Local Boards of the Municipality (By-Law 20-74) <https://www.grimsby.ca/media/flvjdmrv/code-of-conduct-by-law-20-74-092024.pdf>

### ***Investigation Report***

*15. (6) The Integrity Commissioner shall complete the investigation ... no later than one hundred and eighty (180) days after the official receipt of any application validly made under Sections 5(3) or (4) of this Part.*

...

### ***Findings***

*16.(1) If the Integrity Commissioner determines that:*

*(a) there has been no contravention of ... section 5, 5.1, 5.2 or 5.3 of the Municipal Conflict of Interest Act ...*

...

*the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the Municipal Act, 2001, including but not limited to, a recommendation of no penalty and no imposition of remedial measures or corrective actions.*

*(2) If the Integrity Commissioner:*

...

*(b) does not proceed with an application to the judge,*

*the complainant and the Member shall be advised in writing.*

*(3) The Integrity Commissioner shall provide a written report to Council providing the reasons for its decision under Section 16(2).*

...

### ***Confidentiality and Public Disclosure***

*19. (3) The identity of the Member who is the subject of the Complaint shall not be treated as confidential information in the Integrity Commissioner's report to Council. The identity of the complainant and of any other person ... may be disclosed if deemed appropriate or necessary by the Integrity Commissioner ...*

*(4) All reports from the Integrity Commissioner to Council shall be made available to the public by the Clerk and are published via the meeting agenda in which they are considered.*

In short, this Office's determinations pursuant to the *Municipal Conflict of Interest Act* must be publicly disclosed to Council, irrespective of whether a contravention of the Act is found likely to have occurred – which differs from the reporting protocol for Code of Conduct complaints. However, I note that even if we had discretion, I would have preferred to still publish this information publicly anyway. This was a lengthy investigation that consumed significant public resources, essentially over a long-standing dispute between the Town and one of its citizens. We believe the Town, the BIA, and the public are well served by the disclosure of the information herein, and enforced confidentiality would have obscured the depth of effort necessary to address Mr. Weaver's numerous and varied complaints.

I thank the parties for their participation in this complaints process, and consider this matter concluded.

Dated at Toronto, this 10<sup>th</sup> day of December, 2025.

Respectfully submitted by,



Benjamin M. Drory, Senior Investigator

#### **ENDORSEMENT AND ISSUANCE OF REPORT**

I, Michael L. Maynard, Integrity Commissioner for the Town of Grimsby, have reviewed the evidence, process, and results of Mr. Drory's Investigation and Report.

I agree with and endorse this Report in respect of Complaint IC-35536-0525 and hereby issue it in conclusion of this matter.

I thank my delegate, Mr. Drory, for his efforts to bring this extraordinarily unwieldy matter to a conclusion in most efficient manner possible. I note that in carrying out our statutory duty, Mr. Drory was required to sift through well over 100 pages of documents and dozens of pages of emails, many of which were ultimately, and unfortunately, found to be at best tangentially relevant to the investigable matters at issue. This report addresses the key historical, contextual, and immediate issues for the benefit of all interested parties.



Michael L. Maynard  
Integrity Commissioner

## **APPENDIX 1**

### **Grimsby Downtown BIA Rules for the Use of Municipal Resources During an Election Period – Elections Policy 001**

#### **1. Purpose & Background**

*The Municipal Elections Act, 1996 ... ("the Act") requires municipalities and local boards to establish rules and procedures for the use of municipal and board resources during the election campaign period. The Act also states that the GDBIA, as a local board, cannot make a contribution (including money, goods, and services) to any candidate or registered third-party advertiser during an election.*

...

*This policy does not prevent a Member of the Board from seeking election; however, any Board Member running for public office must take a formal leave of absence from the GDBIA Board for the duration of the election campaign period. The leave of absence must be submitted in writing to the Board Chair and Executive Director and formally acknowledged at the next scheduled BIA Board meeting. During the absence, the member shall not attend meetings, vote, or represent the GDBIA in any capacity. As noted in EP002, any individual elected to public office while serving on the GDBIA Board or a committee must immediately resign from their GDBIA position upon assuming their public role. If not elected to public office, the Board Member may resume their position for the remainder of the current four-year term, provided their seat has not been filled through the regular BIA election process, which coincides with the term of municipal council under Section 204(10) of the Municipal Act, 2001.*

*As a local board, the GDBIA is required to establish its own rules and procedures for the use of board resources during the election campaign period. Candidates, registered third-party advertisers, and political parties must adhere to these policies when using resources, assets, facilities, or attending events.*

*The GDBIA Board and its working groups and subcommittees are subject to this policy.*

*The Town Clerk has the authority to interpret and make amendments to this policy as required for implementation. The Clerk's decisions on these matters shall be final.*

*Further details on election regulations are found in the Municipal Elections Act, 1996 and from the Town of Grimsby's "Use of Corporate Resources During An Election Campaign"*

*Policy.*

...

### ***9. Enforcement & Amendments***

*The GDBIA Board has the authority to interpret and enforce this policy. The Town Clerk may update it as needed to ensure compliance with municipal, provincial, or federal election laws.*

### ***10. Statutory Provisions / Other Relevant Policies***

*This policy operates along with and as a supplement to existing legislation and Town policies governing the use of municipal resources during an election campaign period:*

- *the Municipal Elections Act, 1996, as amended*
- *the Finance Election Act, 1990, as amended*
- *the Canada Elections Act, 2000, as amended*
- *the Town of Grimsby Procedural By-law*
- *the Town of Grimsby Use of Corporate Resources During an Election Campaign Policy*
- *EP002 – Political Endorsements & Participation in the Electoral Process*

*This policy is intended to be read in conjunction with its counterpart (EP002 - Political Endorsements & Participation in the Electoral Process), which addresses complementary elements of election-related conduct.*

## **APPENDIX 2**

### **Grimsby Downtown BIA Political Endorsements & Participation in the Electoral Process**

#### **– Elections Policy 002**

##### **1. Purpose**

*The Grimsby Downtown Improvement Area (GDBIA) is committed to fostering a democratic and informed community while maintaining a strictly non-partisan stance. The GDBIA Board of Directors recognizes the importance of public awareness and education on matters relevant to the downtown business district and its members. As a non-partisan organization, the GDBIA will conduct its activities with integrity, transparency, and fairness while ensuring it does not endorse or support any political party or candidate.*

*As a local board under the Municipal Act, 2001, the GDBIA is required to remain non-partisan and impartial ... This policy aligns with the legislative framework governing BIAs in Ontario. The GDBIA Board of Directors, staff, and committees will adhere to the following principles to avoid perceived or actual conflicts of interest. ... This policy applies to all elections except for the BIA election process itself, which is governed separately under municipal and provincial regulations.*

...

*This policy is intended to be read in conjunction with its counterpart (EP001 – Rules for the Use of Municipal Resources During an Election Period), which addresses complementary elements of election-related conduct.*

### APPENDIX 3

*Social media promotional images provided by Mr. Weaver, ostensibly showing Teddy's name prominently displayed in conjunction with branding from both the BIA and the Happening Festival.*

Teddy's · [Follow](#)

May 24, 2024 ·

Happening In Grimsby

3 DAYS OF FUN IN GRIMSBY

SWIPE TO SEE WHAT'S HAPPENING!

THURSDAY:

3 - 7pm

Grimsby Farmers Market

7 - 9pm

Live music in Coronation Park

FRIDAY:

11:30am

Lunch on the Lawn

6:30pm

Live Dancing

Inflatables

Food trucks

7 - 8:45pm

Country Junkies

9 - 11pm

SATURDAY

10am - 5pm

Vendor Alley

Coronation Park Entertainment

Main Street Entertainment

Food Trucks

Inflatables

Live Music

5 - 6pm

Hilliary Creek

7 - 8:40pm

Moonlight Company

THE COUNTDOWN IS ON!

JUNE 13, 14, 15

Happening In Grimsby · [Follow](#)

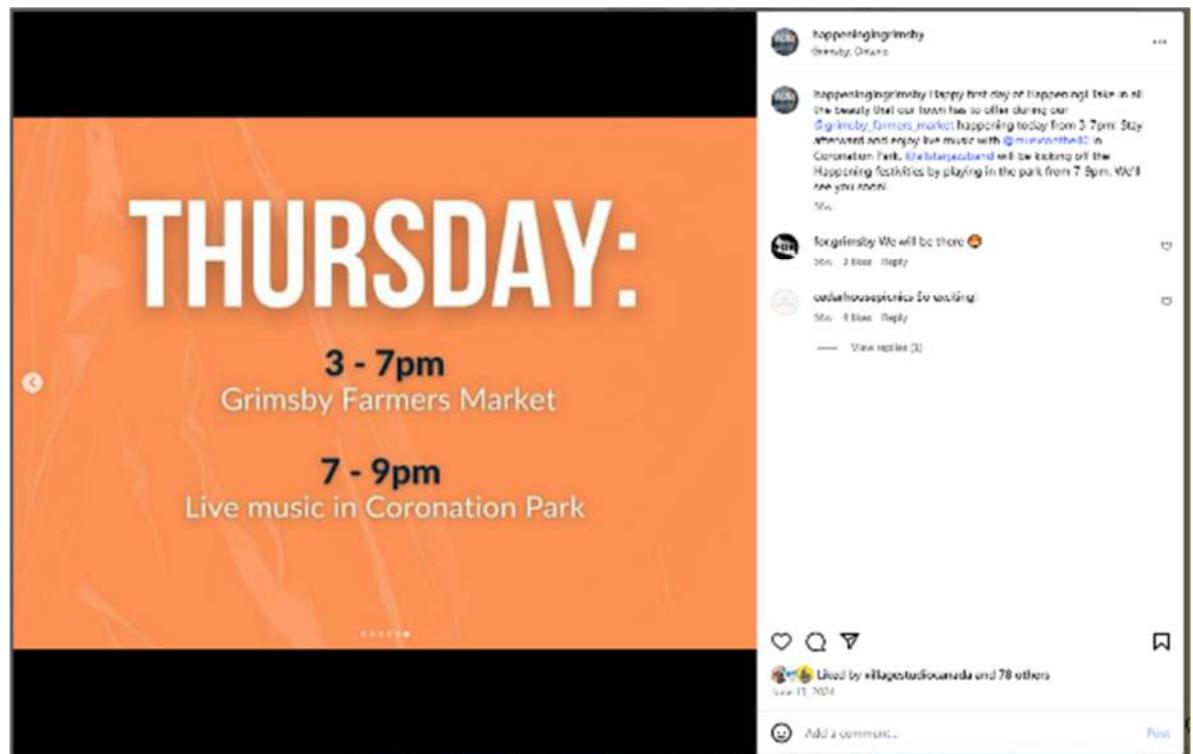
May 24, 2024 ·

Less than one month until Happening! (20 days to be precise) Have you been wondering what the weekend's schedule will look like? Don't worry. We got you!

[www.happeningingrimsby.ca/schedule](http://www.happeningingrimsby.ca/schedule)

4

2 shares



**Grimsby Idol**

**JUDGES**

-  Josh Coulter
-  Renee Jacobs
-  Mark Wood

**HOST**

-  Miriam Cacciacarbo
-  Jacob Baradziej

**HOSTED AT:**  
**teddy's**  
SINCE 1964

happeninggrimsby  
Teddy's

happeninggrimsby Happening TOMORROW, be sure to join us to get a first look at our inaugural 10 contestants!

Teddy's Sports Bar | Doors open at 2:30PM and prelims starts at 3PM

See you there! 🎤🎸

#grimsbyidol #theshappeningfestival #grimsbyevents  
#supportlocaltalent #grimsbyvibes #grimsbymusic #mzy3prelims  
#communitynight #inagaratalent #festivalvibes #hometownstars  
#grimsbylife

10A

Like Liked by Jacobbaradziej and 32 others  
May 2

Add a comment... Post

**happeningingrimsby**  
 Sir Mix-A-Lot • Lockjaw

**happeningingrimsby** We asked, and WOW! Grimsby delivered. The amazing young artists who stepped up to the mic and gave it their all during the Grimsby Idol prelims this past Saturday should be extremely proud. I think we speak for the very full house when we say that we were seriously blown away! Who knew we had so many singer/songwriters in our community?!

Congratulations to our brilliant 2025 Grimsby Idol TOP 5 who will take the main stage on Friday, June 13 for a final head to head. We look forward to hearing their next performances and the winner will be crowned that same evening.

Top 5:  
 Lindsey Accadia - @lindseyaccadia  
 Maria Alloway - @marisalloway2468  
 Kendra Brouwer  
 Elena Longridge  
 Evy Young

Thank you to all the contestants for being so brave and sharing your craft with us 🎤 Thank you to our esteemed judges for your time and feedback. Thank you to our host, Mark Wood for keeping the show moving along and keeping it lively! Thank you to Teddy's for giving us the perfect space to shine a light on this next generation of talent.

Make sure to join us on June 13!!

—  
 #grimsbyidol #thefortyouthcentre #happeningingrimsby  
 #mainstageenergy  
 #singersongwriters #singers #singerlife #grimsbyontario  
 #localtalent @yoshbcoulter @rbjacobs @miriamcacciacarro  
 @jacobbaradziej @realestatewithwoodzy @teddyssportsbar

Like Comment Share Post

Liked by Jacobbaradziej and 49 others  
 May 5

Add a comment...

## APPENDIX 4

*Text message sent from Mr. Weaver to Mayor Jeff Jordan on June 29, 2023*

11:46   ...    79% 

<  **MAYOR** < 

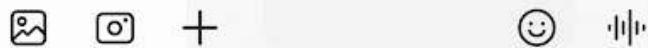
Thursday, June 29, 2023

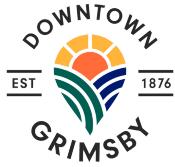
Just confirming we  
are still good for  
230

1:05 p.m.

Thank you for your  
time. I am sorry to  
waste it

3:07 p.m.





**Downtown Grimsby**  
downtowngrimsby.com  
info@downtowngrimsby.com  
160 Livingston Ave, Grimsby  
ON L3M 0J5

**Board meetings (2nd Wednesday of each month in 2026)**

**Time: 9:00 a.m.**

**Location: Teddy's Restaurant (Teddy's Sports Bar), 30 Main Street West,  
Grimsby, ON L3M 1R4**

Meeting date	Description
January 14, 2026	Board Meeting
February 11, 2026	Board Meeting
March 11, 2026	Board Meeting
April 8, 2026	Board Meeting
May 13, 2026	Board Meeting
June 10, 2026	Board Meeting
July 8, 2026	Board Meeting
August 12, 2026	Board Meeting
September 9, 2026	Board Meeting
October 14, 2026	Board Meeting
November 11, 2026	Annual General Meeting (AGM)
December 9, 2026	Board Meeting