ADR CHAMBERS Integrity Commissioner Office for City of St. Catharines

MICHAEL L. MAYNARD
Integrity Commissioner
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July 4, 2025

SENT BY EMAIL TO:

Kat Dodge, Executive Director
St. Catharines Downtown Association ("SCDA")

AND TO:

Mr. Joshua Boycott

AND TO:

SCDA Board of Directors
c/o Karen Orlandi, Vice Chair

Re: IC-35493-0325 (Municipal Conflict of Interest Act Application)
IC-35494-0325 (Code of Conduct Complaint)

INTRODUCTION AND MANDATE

This is my report ("Report") respecting a joint Municipal Conflict of Interest Act ("MCIA") Application ("Application") and Code of Conduct ("Code") Complaint ("Complaint") initiated by Rachel Braithwaite on March 25, 2025, who was then the Executive Director of the St. Catharines Downtown Association ("SCDA"). Ms. Brathwaite filed the Application and the Complaint on behalf of herself, SCDA Board member Karen Orlandi, and SCDA Governance Committee member Mike McKenna[1],

[1] An earlier published version of this report listed Mike McKenna as an SCDA Board member. This has now been amended.

against Joshua Boycott, who was then Chair of the SCDA. After addressing some preliminary issues, my Office formally accepted the Application and Complaint for inquiry on April 10, 2025. Ms. Braithwaite indicated early on that she wished to consider mediation to resolve the subject matters, but that was not formalized until after Ms. Brathwaite and Mr. Boycott exchanged written statements during the inquiry process. Ms. Braithwaite subsequently resigned from her role at the SCDA and delegated functional responsibility for the Application and Complaint process to Kat Dodge, who assumed her role at the SCDA. Ms. Braithwaite asked Ms. Dodge to participate in mediation on her behalf, and Mr. Boycott also agreed to mediation. Ms. Dodge and Mr. Boycott (collectively "the Parties") agreed that cost savings to the SCDA was a principal factor in pursuing an informal resolution to these matters. This Report's brevity reflects those financial interests, while also providing some necessary public disclosure to promote integrity through transparency.

MEDIATION AND RESULT

The mediation took place on June 26, 2025, through which a resolution was successfully reached. Ms. Dodge and Mr. Boycott were the primary participants, while Ms. Orlandi and Mr. McKenna consulted with Ms. Dodge, which was appropriate given their role in assisting Ms. Brathwaite in initially raising these matters.

I have not ordinarily mediated MCIA Applications in the past, because the ultimate question I must determine in such cases is always a binary one – i.e., whether I will apply to a judge for a determination of whether the Member violated the MCIA, pursuant to section 223.4.1(15) of the *Municipal Act, 2001.* That section states:

> Upon completion of the inquiry, the Commissioner may, if he or she considers it appropriate, apply to a judge under section 8 of the Municipal Conflict of Interest Act for a determination as to whether the member has contravened section 5, 5.1, 5.2 or 5.3 […]

I normally reach the determination of that question through the process of inquiry, and I am ordinarily required to issue such report publicly,[2] irrespective of my findings and conclusions. In this case, no further inquiry or analysis is required because the matter has been resolved, and I obviously do not need to apply to a judge.

[2] Pursuant to s. 223.4.1(16) of the *Municipal Act, 2001*

Code of Conduct complaints are mediated more frequently, when there is consent, and I do not normally issue public reports when such mediations are successful. Most mediations are conducted in private. This case is an exception, given that it also involves the MCIA component, and because the of nature of the agreement reached. The Parties agreed to disclose the following joint statement of facts in this Report I am issuing to the SCDA, which includes (on the last page) Mr. Boycott's public letter of apology[3] based on the facts:

> Joshua Boycott, while serving as Chair of the SCDA Board of Directors and as a member of multiple committees of the SCDA, including the Events and Governance committees, took a considerable leadership role in driving forward a Buskerfest event to take place downtown St. Catharines. Event planning began in approximately February 2023, and the event took place in August 2024. The SCDA awarded the contract for Buskerfest to Kobblestone, then operating as a sole proprietorship owned by a third-party individual. Beginning in April 2024, Kobblestone, at Mr. Boycott's suggestion, began the process of incorporating into a not-for-profit corporation – Kobblestone Productions Incorporated ("Kobblestone Inc"). Mr. Boycott served as the second Director on the Kobblestone Inc. Board of Directors (together with the third-party individual who won the contract). Mr. Boycott also served as Chair of the SCDA simultaneously.
>
> Mr. Boycott acknowledges that he failed to disclose to the SCDA his relationship with Kobblestone Inc. He further acknowledges that at any point, and indeed at multiple specific junctures, he could – and ought to – have disclosed his involvement with Kobblestone Inc. to the SCDA. Mr. Boycott acknowledges that while he did not personally (as an individual) receive funds from the SCDA or Kobblestone Inc. (nor did any other for-profit business in which he is involved), Kobblestone Inc. received significant public funds from the SCDA, with said monies changing hands from the SCDA to Kobblestone Inc. while Mr. Boycott served on both organizations without the SCDA's knowledge. The Buskerfest event itself may have created some ancillary benefits for Mr. Boycott, as certain related events were hosted (albeit for free and indeed at his own expense) at his for-profit business in downtown St. Catharines (e.g., marketing).

[3] See page 5

> Mr. Boycott acknowledged his responsibility to follow SCDA policies, and particularly while serving as Chair of the SCDA, to set a positive example for SCDA members.

As noted, one of the agreement's terms mandated Mr. Boycott to issue a letter of apology in this public Report I am providing to the SCDA. Ms. Braithwaite and her delegate Ms. Dodge, as well as Ms. Orlandi and Mr. McKenna, were adamant throughout that any resolution required public accountability for the sake of the SCDA's reputation. To his credit, Mr. Boycott agreed. The Parties also agreed to other terms of settlement which need not be reported. However, I can confirm that I am satisfied the terms of settlement meet the broad public interest purposes of the MCIA and the Code, and most significantly the Parties themselves are satisfied with the resolution, including this public disclosure. They were each advised of their right to seek legal counsel about the terms of settlement, and a draft of this Report was provided to the Parties in advance of its publication.

CONCLUSION

I consider these matters concluded and no further action is required by my Office or the SCDA. All matters related hereto are to remain confidential until such time that this Report is published on the SCDA agenda, at which time only this Report shall become public record, and all matters not disclosed herein shall remain confidential – all Parties are so duly instructed.

I will also issue a letter to the Clerk of the City of St. Catharines advising that this matter is concluded.

Respectfully,

Michael L. Maynard
ADR Chambers Inc.

Letter of Apology

Dear Board of Directors,

I want to apologize.

While I was serving as Chair of the SCDA Board of Directors and as a member of multiple committees of the SCDA, including the Events and Governance committees, I pushed for Buskerfest to take place downtown St. Catharines.

Event planning began in approximately February 2023, and the event took place in August 2024. The SCDA awarded the contract for Buskerfest to Kobblestone, then operating as a sole proprietor business owned by a third-party individual.

Beginning in April 2024, at my suggestion, Kobblestone began the process of incorporating into a not-for-profit corporation, Kobblestone Productions Incorporated ("Kobblestone Inc"). I took on the role as their second director while also serving as Chair of the SCDA.

I should have disclosed to the board at this time my new relationship with Kobblestone Inc. I could have at this point and multiple junctures after this point disclosed my involvement with Kobblestone Inc. to the SCDA.

I did not personally (as an individual) receive funds from the SCDA or Kobblestone Inc., nor did any other for-profit business in which I am involved. Kobblestone Inc. received significant public funds from the SCDA, with said monies changing hands from the SCDA to Kobblestone Inc. while I served on both organizations without the SCDA's knowledge. The Buskerfest event itself may have created some ancillary benefits for me, as certain related events were hosted (albeit for free, and indeed at my own expense) at my for-profit business in downtown St. Catharines (e.g., marketing).

I acknowledge my responsibility to follow SCDA policies, and particularly while serving as Chair of the SCDA, I want to set a positive example for SCDA members.

Cheers,
Joshua Boycott