Ken Sentance: Potential Conflicts of Interest

Part Two of Two

Approximately 2,298 words, excluding charts, references and disclaimer • Estimated reading time: 12 minutes

When does a connection become a conflict of interest, a perceived conflict requiring explanation, or a question of judgment?

This second part examines eight concerns arising from Ken Sentance's 2018–2022 and 2022–2026 council terms, alongside the declarations located. Part One examined his broader record; Part Two asks how he managed employment connections, family relationships, board responsibilities and decision-making authority. This is commentary on selected matters, not a finding of misconduct or a complete audit of every vote.

My concern is whether foreseeable questions were addressed before decisions advanced. **The records establish that Sentance declared interests on several occasions.** That deserves acknowledgment. They also support asking how he distinguished matters requiring withdrawal from those in which he considered participation appropriate, and whether he explained that distinction clearly to taxpayers.

Findings at a glance

Area	Evidence position	Research priority
Bioveld employment	Employer connection and July 2023 declaration verified	Compare other employer-related decisions
McMillan Park	2022 negotiating role verified; spouse employment connection unverified	Establish family connection and advice sought
Housing parking proposal	Dual role and process objections reported; deal still required approval	Trace authorization and negotiations
Consultant commission	Alleged $200,000 transaction not verified	Find contract, resolution and payment record
Voting patterns and Brock	Political oversight questions; no private interest established	Identify exact motions and individual votes

How to read the evidence

Verified means an official record identifies the fact. Reported means contemporary journalism describes the event. My account means my recollection has not been independently corroborated. **Unresolved means essential records remain missing.** Numbered references appear at the end.

Part One provides the broader context and my existing commentary. It is not independent corroboration of the events discussed here. I distinguish public records from my recollections, questions and opinions throughout this report. [1]

The rules and the questions they require

The Municipal Conflict of Interest Act addresses direct and indirect pecuniary interests. Section 2 includes employment by a person or body with a financial interest in the matter. Section 3 attributes a spouse's known financial interest to the member. Whether an exception applies depends on the facts of the specific decision. [2]

Test	What must be established
Employer connection	Who employed Sentance at the time, and what financial interest that employer had in the particular matter

Test	What must be established
Family connection	The spouse's relevant financial interest, including a possible indirect employment interest, and Sentance's knowledge
Municipal board exception	Section 4(h) may exempt an interest arising solely from a qualifying municipal corporation role or council appointment
Meeting participation	Where the statutory duties apply, disclose the interest and do not discuss, vote or attempt to influence the vote
Influencing staff	Section 5.2 also addresses using office to influence staff decisions or recommendations where a relevant financial interest exists
Broader ethical concern	Thorold's Code requires steps to mitigate non-financial conflicts; the Integrity Commissioner can advise

A board appointment is not automatically a prohibited conflict. Section 4(h) is particularly relevant to the Municipal Non-Profit Housing Corporation. It does not excuse a separate personal financial interest merely because a municipal appointment is also involved. The corporation's status and the appointment instrument should be checked. [2]

Thorold's Code of Conduct, sections 12.1 and 12.2, addresses financial and non-financial conflicts and encourages advice from the Integrity Commissioner. Section 5.6 prohibits compelling staff to act contrary to council directions or city policies. **These provisions support a separate review of process even where a financial conflict is not established.** [3]

What the evidence does not establish

A shared vote, unpopular decision, organizational connection or perceived lack of transparency does not by itself prove a statutory breach. **A declaration also does not prove misconduct: it records the member's disclosure.** Any allegation about failure to withdraw must be tested against the minutes, video and applicable exception. [2, 4]

Declarations located across the two terms

Eight declaration occasions are confirmed in the records located: one in first-term minutes and seven in the second-term registry. **This is not a certified complete two-term count.** The published registry reviewed is updated to July 16, 2026; a complete first-term registry and later 2026 entries remain outstanding. [4, 5]

Date and term	Matter	Reason recorded
Mar 2, 2021 First term	PWCS2021-16 concerning TCAG	TCAG board member; minutes say he did not discuss or vote
May 30, 2023 Second term	CLK-C 55-2023, TCAG volleyball courts resolution	TCAG board member
Jun 20, 2023 Second term	PWCS 69-2023, item 11.15, Volleyball Court Project	TCAG board member
Jul 11, 2023 Second term	CAO 11-2023, item 12.3, Bioveld Canada Inc. lease	Bioveld employee
Aug 1, 2023 Second term	PWCS 75-2023, item 13.6, TCAG daycare at Allanburg Community Centre	TCAG director

Date and term	Matter	Reason recorded
Mar 19, 2024 Second term	PWCS 30-2024, item 13.2, Allanburg daycare proposal	TCAG director
May 28, 2024 Second term	Item 12.9, Credit Union digital sign or score-clock donation	Credit Union director
Sep 10, 2024 Second term	PWCS 82-2024, item 12.3, Credit Union digital sign donation	Credit Union director

The seven second-term entries concern four TCAG occasions, one Bioveld occasion and two Credit Union occasions. Related projects appearing at different meetings are counted as separate declarations. No further Sentance entries appear in the registry reviewed for 2025 or through its July 16, 2026 update. That does not establish the absence of later declarations. [4]

Other organizational roles

The City lists Sentance on the Parks, Trails and Recreation Advisory Committee, Town and Gown Committee, BIA, Public Library Board and Municipal Non-Profit Housing Board. His declarations identify TCAG and Credit Union directorships. His October 2026 candidate statement also describes Kiwanis presidency and TCAG vice-presidency. **These roles identify records to review; they are not allegations of improper conduct.** [4, 6, 7]

Employer and family connections in the potential sale of McMillan Park to the school board

Contemporary reporting confirms that Sentance and Anthony Longo were appointed to negotiate with the District School Board of Niagara in 2022. By January 2023, the proposed sale had not proceeded. Reporting identifies the City's requested right of first refusal as a sticking point. [8]

I raised the school-board connection directly with Sentance during a telephone conversation. I recall asking why he had not declared an interest in the McMillan Park matter. According to my recollection, he acknowledged that his wife worked for the school board and reported directly to the superintendent, and said he would take my concern under advisement. He seemed uncomfortable to me and indicated that he did not wish to continue the call. I recall him asking why I "had it out for him." I replied that I did not: I liked him and appreciated his willingness to return calls.

I also told him that, in my opinion, his frequent voting alignment could put pressure on independent judgment. I suggested seeking written advice from the Integrity Commissioner before participating in a matter involving a possible conflict. That advice would assess his obligations; it would not itself be a court ruling. My recollection is firsthand, but I have no independent corroboration of the conversation or employment relationship. Could the transaction have affected his wife's responsibilities, advancement or employment interests? I do not know. That possibility warrants a fact-specific assessment, rather than an assumption that a personal benefit existed. **The public question is how the connection was evaluated and managed.** [2, 3]

Record needed	Question it would resolve
Employment confirmation at the relevant date	Correct employer, position and reporting relationship
Negotiating mandate and relevant minutes	What authority Sentance held and how he participated
Declaration forms and any advice he is willing to disclose	How the connection was assessed and managed

Bioveld and the industrial site

The July 11, 2023 declaration directly verifies his Bioveld employment. Reporting in February 2025 describes him as a Bioveld Niagara water-treatment operator. Employment alone does not establish which later transactions created an interest, but the claim that he voted on every employer-related matter is contradicted by the July declaration. [4, 9]

Additional lead the September 2023 gas plant proposal

The September 19, 2023 special council agenda lists Bioveld representatives speaking in support of Northland Power's endorsement request. Reporting describes Sentance participating and council unanimously refusing endorsement, contrary to the position Bioveld supported. This merits comparison with his July lease declaration. [10, 11] The outcome does not, by itself, determine whether he had a conflict. Where disclosure and withdrawal duties apply, they are preventive safeguards; they do not depend on proving that the vote caused a financial loss. Conversely, participation does not establish a breach unless the relevant interest and applicable exceptions are assessed. [2]

My question is therefore how Sentance assessed Bioveld's financial interest in this particular proposal and his own ability to participate. **Did he seek written advice in advance? Was a declaration recorded?** An employer's advocacy alone does not establish a financial interest, and I have not verified whether an exception or advice applied. The minutes, video, recorded vote and relevant commercial arrangements are needed before alleging a breach.

Housing corporation and the parking proposal

The September 2026 parking proposal overlaps directly with Part One, page seven. Reporting identifies Sentance as housing-board co-chair. The proposed arrangement involved 33 new spaces and contemplated City payments of $10,000 annually over five years. Council was being asked to approve a licence agreement. [1, 12]

Reporting attributes the instruction to prepare the agreement to Geoff Holman. It says the City solicitor drafted it and the housing corporation's lawyer vetted it. Longo and DeRose questioned the process and legal costs. The report also says Sentance had previously brought a motion to council. A July 14, 2026 meeting index identifies direction for staff to report on a possible cost-sharing and lease arrangement; the original resolution should be obtained. [12, 13]

Claim or concern	Evidence position	Records to obtain
Sentance negotiated both sides	Dual role established; precise negotiating actions unresolved	Correspondence, mandates and board minutes
Council was kept in the dark	Process objections reported; prior council motion also reported	July resolution and subsequent staff directions
Sentance ordered the legal drafting	Not established; Holman said he initiated it	Instructions, authorizations and legal invoices
The agreement was already binding	Not established; approval was still being requested	Executed versions and signing dates
Dual roles required withdrawal	Municipal appointment exception may apply	Appointment instrument and conflict assessment

The central questions concern the scope of council's mandate, authorization of legal costs, any commitments made before approval, and the management of Sentance's two roles. Drafting an agreement for consideration does not itself prove a completed transaction or an unlawful bypass of council. However, **taxpayers can still ask whether the process gave council a meaningful opportunity to examine alternatives before costs were incurred.**

Sentance was part of the council to which City staff were accountable, while also serving as housing-board co-chair. **If he approached Holman about this proposal, did he use undue or unfair influence arising from his council position? Could that approach have placed Holman in an uncomfortable or compromising position in which he felt unable to say no?** Was it fair to put a senior City employee in that position, and what safeguards ensured that Holman could exercise his professional judgment freely? These are questions about the possible effect of authority, not established findings of

pressure. I have not independently confirmed the approach, its circumstances or that Holman felt unable to decline; an individual councillor is not, by that office alone, a staff member's personal supervisor.

Sentance was involved both as a councillor and as housing-board co-chair. In my view, that made clarity about his role especially important: **which organization was he representing in each discussion, and who authorized the next step?** My concern is that an extensively prepared proposal can appear to be a fait accompli even when council retains the legal right to reject it. If the housing board had approved terms before City Council considered them, that sequence should be explained. I have not verified whether it did, whether either party signed, or whether Sentance personally negotiated for both parties. Nor should one councillor be described as Holman's individual boss: the relevant issue is the authority exercised under council's directions and staff responsibilities. Holman said he initiated the drafting; I cannot establish that he was pressured or took blame for someone else. The records should identify the respective roles. [3, 12, 13]

The alleged consultant commission

My understanding is that a consultant associated with the housing project was to receive approximately $200,000 for securing grant funding. I have not obtained the agreement or verified the amount, recipient or board relationship. A success fee can be commercially legitimate, but its payment trigger matters. A real-estate commission is a useful analogy for asking when a fee becomes payable; it does not establish the terms of this consultant's contract.

I understand that payment may have preceded receipt of the grant funds, and that Sentance may have supported it. Neither point is independently verified. If payment was conditional on receipt of funds, why was it advanced? If it was earned upon approval of the grant, what outstanding conditions and recovery risks did the board assess? What would have happened if funding failed and the recipient disputed repayment? The contract, board minutes, declarations and payment records would answer those questions. A separate inquiry is whether any director had a financial connection to the consultant and how that connection was disclosed. Without those records, I cannot call the payment improper, identify a conflict, or attribute a vote to Sentance. Nevertheless, an eventual successful outcome would not by itself demonstrate that the initial safeguards were adequate. **My concern is the quality of the decision when it was made, not simply whether a loss later occurred.**

Voting patterns property interests and Brock

Lead	Established position	What remains unresolved
Recurring voting bloc	Part One describes selected recurring agreement as political commentary	A complete vote dataset and evidence of any private benefit
Downtown property interests	O'Hare's Munro House declarations are recorded. Any claim that Mike De Divitiis should have declared on another matter requires a specific transaction and financial connection. **I recall De Divitiis stating on several occasions during recorded council meetings that he was involved in downtown development. If Sentance knew of those interests and a potential conflict concerning a particular vote, did he owe taxpayers an effort to raise the concern through the appropriate channels before De Divitiis participated? Public statements could make a claim of unawareness difficult to understand. The recordings and specific financial interests still require review; development interests alone do not establish a conflict on every downtown vote or give Sentance authority to prevent another councillor from voting.**	Specific property ownership and financial effect of each downtown decision
Sentance's knowledge of others' interests	No general duty to declare another councillor's interests is established here. **My public-interest question is whether known concerns about De Divitiis's downtown interests were raised through appropriate channels so that any potential conflict could be assessed before a vote, as discussed above.**	Any specific conduct, shared financial interest or improper assistance

Lead	Established position	What remains unresolved
Brock negotiating representative	Kenny received five ballots and Longo three. My recollection is that Sentance supported Kenny; his individual ballot is not independently documented here. **I also recall receiving confirmation from others who, to my recollection, were visible in the recorded meeting footage. Their presence on camera does not itself verify his ballot; I have not supplied independent documentation of their confirmation.**	Exact motions and amendments; rationale for one representative; evidence of Sentance's individual vote

A councillor owning downtown property does not make every downtown vote a prohibited conflict. Identify the ownership, transaction and distinct financial effect, then assess the relevant exceptions. **Likewise, shared voting does not automatically transfer one councillor's interest to another.** [2, 4]

The May 22, 2019 Canada Games Park report records selection by individual ballots but does not identify Sentance's ballot. I recall that he supported Kenny, and my understanding is that others present obtained confirmation after the meeting. I have not supplied independent documentation of those accounts, so they remain recollections. My question is whether including both Kenny and Longo would have combined support for the project with stronger scrutiny of its terms. Why was one representative preferred, and did Sentance consider proposing two? The available report does not establish that a voting bloc deliberately prevented scrutiny or that Sentance had a private financial interest. [1, 14]

Where Part One overlaps

Part One pages	Use in this report
1–2	Two-term scope and political description of recurring agreement
2–4	Canada Games Park commitments, negotiations and oversight context
7	Parking proposal and dual responsibilities; factual corrections retained
8	Acknowledgment that declarations and constructive contributions exist
10	Source and verification limits; original article is a reference, not corroboration

Questions for Sentance and records for the Clerk

I ask Sentance to explain how he distinguished matters requiring withdrawal from those where participation was permissible; whether he sought advice on McMillan Park, Bioveld and housing matters; what authority he exercised in the parking proposal; and what documents support his account. **A substantive response should be presented fairly alongside the records.**

Conclusion

Part One examined whether Sentance's confidence in major decisions was matched by scrutiny, transparency and follow-through. **Part Two** brings that concern into sharper focus: when public duties overlap with employment, family connections or board responsibilities, how are those connections assessed and explained before decisions advance?

I acknowledge the declarations located and the constructive contributions discussed in **Part One**. They prevent a fair assessment from claiming that he never disclosed interests or never acted independently. At the same time, **disclosure on some occasions does not answer questions about others.** Unresolved allegations cannot be counted as proven failures, but documented process concerns and unanswered questions still warrant an explanation.

What troubles me is the recurring need to reconstruct authority, identify who represented whom, and ask whether safeguards were considered in advance. In my opinion, that is a concern about the consistency of transparency and judgment. It is not a finding that the cases establish a pattern of unlawful conflicts. **After two terms, voters should expect explanations supported by records, clear boundaries between roles and evidence that scrutiny is welcomed before public money is committed.**

That expectation applies equally to Sentance and to the councillors I describe as the "UN-FAB FOUR." Shared votes alone prove neither coordination nor wrongdoing. **Each member should demonstrate independent judgment, including the ability to challenge allies and improve proposals.**

A third term must be earned through the record. My view is that enthusiasm and a dependable majority are insufficient without consistent accountability. Voters can assess the documented concerns, the gaps and any response, and decide whether Sentance has earned their confidence for another term. **The question connecting both parts is whether his decisions and explanations show the care, independence and openness Thorold deserves.**

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References and verification limits

[1] Nicholas Bozza, Part I of II Ken Sentance, supplied final PDF, 10 pages. Used for overlap and the author's existing accounts; not independent verification.

[2] Ontario, Municipal Conflict of Interest Act, particularly sections 2–5.2. Open source

[3] City of Thorold, Code of Conduct approved October 1, 2019, especially sections 5.6 and 12.1–12.2. Open source

[4] City of Thorold, Declaration of Interest Registry 2022–2026, updated July 16, 2026, pp. 2–5. Open source

[5] City of Thorold, Council minutes March 2, 2021, declaration concerning PWCS2021-16. Search-indexed official text; direct PDF retrieval failed. Open source

[6] City of Thorold, Council Members, current listed appointments. Open source

[7] ThoroldToday, Know your candidates Ken Sentance, October 2, 2026; candidate-supplied statement. Open source

[8] ThoroldToday, McMillan Park will not be getting a turf football field, January 17, 2023. Open source

[9] ThoroldToday, Charter meeting begins a new chapter for Kiwanis Club of Thorold, February 2025. Open source

[10] City of Thorold, special council agenda September 19, 2023, CAO 12-2023 and Bioveld delegation. Open source

[11] ThoroldToday, City Council votes against Thorold South gas plant expansion, September 20, 2023. Open source

[12] ThoroldToday, Thorold council holds off on parking deal with non-profit housing corporation, September 2026. Open source

[13] Civic Lens, July 14, 2026 council meeting index, CLK-C 19-2026. Secondary pointer; original resolution still required. Open source

[14] ThoroldToday, Council commits $7 million to Canada Summer Games, May 22, 2019. Open source

Verification limits: No complete first-term registry or post-July 16, 2026 registry was located. Meeting video was not reviewed. Some official eSCRIBE documents were available only as search-indexed text. The alleged consultant fee, its timing, the spouse's employment connection and certain individual votes remain uncorroborated. No undisclosed statutory financial conflict has been established in this report. My telephone recollections are identified as my accounts.

Disclaimer for the two part series

This two-part series presents my opinions and analysis based on the referenced public records, published reporting, research, conversations with Thorold taxpayers and my identified firsthand recollections. Documented facts, attributed accounts, opinions and unresolved questions should be read in their respective contexts. Commentary and rhetorical questions are not findings of wrongdoing. Matters not independently verified remain questions, not established facts. Shared votes, overlapping roles or an apparent conflict do not, by themselves, establish improper coordination, a breach of conflict-of-interest law or private motives. This is a review of selected matters, not a complete audit or legal determination. Readers are encouraged to consult the original records, consider responses and reach their own conclusions. I welcome documented corrections and substantive responses and will correct material factual errors brought to my attention. Where I recount conversations or events from memory, those passages represent my recollection and may be incomplete; any response from the person concerned will be considered fairly.