



DEH CHO FIRST NATIONS WOMEN (CAT)
JUNE 9 TO 11, 1995

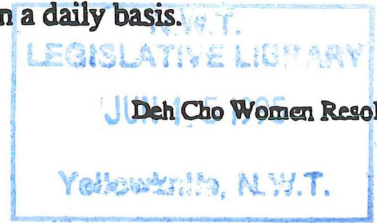
RESOLUTIONS

Motion

BE IT RESOLVED that the Deh Cho First Nations Women Gathering have determined that the role of women in Dene culture are essential to the health and well being of the DEH CHO FIRST NATIONS.

THEREFORE BE IT RESOLVED,

- Support 1. The support of the Deh Cho Grand Chief and Council be granted to the DCFN Women.
- Cultural 2. The needs for cultural activity be recognized as tools that develop the identity; the skills, the language, the knowledge of our Dene youth and funding be provided for cultural activities that promote, and enhance these activities.
- Youth 3. The DCFN resolve to initiate the formations of a DCFN Youth Council and that the Youth Council be observers at all functions determining the life of Dene.
- Community 4. The DCFN resolve to initiate the development of a proposal to funding agencies, granting Councils and Governments to establish a network of Community Fieldworkers in the Deh Cho.
- Women 5. The DCFN recognize the role of women in the political arena and provide Leadership support and give recognition to those women who strive to be leaders and seek nominations to represent their communities at the Grand Council.
- Communication 6. The DCFN resolve to initiate discussions with the media, tele-communication organizations in the western Arctic encouraging and demanding that programs that are cultural appropriate, culturally appreciated and embraced be promoted, communicated and televised through radio and television and all such mediums of communications on a daily basis.



- Health of Youth 7. The DCFN resolve to recognize the health of youth who will determine the health of the future of the DCFN and therefore support a program of Cultural Healing using a holistic approach.
- Education 8. * The DCFN resolve to integrate Dene language, Dene culture, knowledge and spirituality into the institutions of education from preschool through to highschool in the Deh Cho Region. The institutions of education recognize the value of the history of the Dene in the Deh Cho and in doing so are supportive of developing programs in the schools that call for the teaching and instruction of Dene Elders. The institutions of education set aside 45 minutes a day for the instruction and discussion Treaty Rights, Dene History, Dene Culture, Politics, Traditional Justice, Traditional Medicine, Traditional Knowledge, Land and People and all such teachings that will provide the Dene Youth with a sense of pride, belonging as well as the knowledge and skills to take their place as leaders in due time.
- Family Healing 9. The DCFN resolve to support the need for Family gatherings and for Families healing together. Where families have determined the need for counselling, sobriety healing, crisis intervention, the DCFN take the necessary steps to meet those needs by providing the community with funding, services and infrastructure as defined or determined by the Deh Cho Community.
- Rights of Youth 10. The DCFN support the rights of youth. That the DCFN Youth have the right to their heritage, their safety and healthy living. The DCFN Youth have the right to be informed of their Treaty Rights and the right to be educated in their language and culture. The DCFN make every effort to ensure that these rights be recognized and be granted full and unequivocal support.
- Books Dictionary History Parenting Child 11. The DCFN initiate discussions with the Departments of Education and Culture to develop publications pertinent to the life and culture of Dene people. As the DCFN Women have identified the need for Dene dictionaries History, Parenting and Children's Books; and that the Department of Education and Culture work in cooperation with DCFN to produce these publications.

Self 12.
Sufficient

The DCFN recognize the skills of women who produce traditional crafts and in doing so have improved the economical well-being of their families. THEREFORE the DCFN encourage the development of this industry within the communities.

**MOVED BY SHIRLEY BERTRAND
SECONDED BY BERTHA DENERON
MOTION CARRIED**

Affirmative 13.
Action

WHEREAS the Women of Deh Cho First Nations are in support of the concept Affirmative Action, we approve that the Deh Cho First Nations Council and other Aboriginal Organizations adopt an appropriate Dene Affirmative Action Policy in their recruitment process.

**MOVED BY: SARAH LENNIE
SECONDED BY: SHIRLEY BERTRAND
MOTION CARRIED**

CHR 14.

WHEREAS the Women of Deh Cho First Nations see a need for the Community Health Representatives to further expand to include more fieldwork as in home visits, meeting and attend national conferences that address to health issues focusing on the Aboriginal communities and the Women of Deh Cho First Nations see a lack of traditional healing as a healing process and that the Health Dept. acknowledge, and endeavor to include traditional healing as practiced in the communities.

BE IT FURTHER RESOLVED that Health is a Treaty Right and that the Health Department explore the possibility of funding the Deh Cho First Nations to administer the COMMUNITY HEALTH REPRESENTATIVES program, to better address Public Health delivery to the First Nation people and in their language.

**MOVED BY SARAH LENNIE
SECONDED BY BERTHA DENERON
MOTION CARRIED**

Issues 15.

We as Women are grieved with GNWT leaving the large forest fires burning. Young people abusing alcohol. Children not knowing their language. Prayer is very important in life and our people have to live by it, but it is ignored. Nowadays the Youth don't respect and greet the Elders.

*Involvement
of women
in all areas
affecting them.*

BE IT RESOLVED THAT THE DEH CHO FIRST NATIONS INVOLVE WOMEN IN ALL DECISIONS REGARDING CHILDREN, HOMES, COMMUNITIES AND THAT WOMEN SHOULD BE INVOLVED IN DETERMINING HOW ISSUES ARE ADDRESSED WHICH ARE OF A COMPASSIONATE NATURE. ie.

- * Such as leaving their homes and communities in emergencies
- * Encouraging and promoting prayer and worship
- * Encouraging children to respect and greet elders

**MOVED BY BETTY HARDISTY
SECONDED BY SARAH LENNIE
MOTION CARRIED**

Traditional 16.
Documentation

WHEREAS our cultural and traditional values are being lost. There is no forum for elders to pass on knowledge or stories to others.

THEREFORE BE IT RESOLVED that the Deh Cho Leaders make efforts to record and document the traditional lifestyles and values through videos of our people in their traditional environment, to carry on our traditions and values to the next generation.

**MOVED BY: BERTHA DENERON
SECONDED BY: SHIRLEY BERTRAND
MOTION CARRIED**

Elders
Council

17. **WHEREAS** the Women of the Deh Cho First Nations know the utmost importance of the knowledge and teachings of our elders in the preservation of our values, life and culture.

THEREFORE BE IT RESOLVED that the Deh Cho First Nations Leadership establish a Council of Elders at the communities and regional level.

FURTHERMORE, BE IT RESOLVED that the Deh Cho First Nations Leadership allocate and seek funding to support Gatherings of Elders at four seasons of the year.

**MOVED BY: FLORENCE BONNETROUGE
SECONDED BY: LAUREEN NAYALLY
MOTION CARRIED**

Spirituality

18.

WHEREAS the Deh Cho First Nation Women at the Deh Cho Women Gathering June 9-11/95 identified that spirituality is an important cultural and traditional value of our people.

WHEREAS the Deh Cho Women Elders have identified that the spiritual training and importance of the creator.

WHEREAS the Deh Cho Women Elders have identified that our youth must acquire knowledge of NOOHTSI (GOD) and the importance of our spiritual values.

THEREFORE BE IT RESOLVED that this spiritual aspect of our culture be taught in the Deh Cho schools through prayers and recognition of NOOHTSI (GOD).

BE IT RESOLVED that our people be encouraged to teach our youth our spiritual values.

MOVED BY: BERNADETTE NORWEGIAN
SECONDED BY: MARY CAZON
MOTION CARRIED

Communication Youth & Elder

19.

WHEREAS the Women of the Deh Cho First Nations sees the lack of opportunities of communication between elders and youth, and that the threat of losing our traditional and cultural life values, and that elders are most comfortable to pass on knowledge and teachings in their traditional environment (ie.) fish camp, winter camp, etc.

BE IT RESOLVED that the Deh Cho First Nations seek and allocate funding to support on the land activities of these elders in their environment , as a educational activity for youth and community members.

BE IT FURTHER RESOLVED that Deh Cho First Nations support funding be used to purchase equipment outfit and support modern transportation for elders.

MOVED BY: BERTHA DENERON
SECONDED BY: MARY CAZON
One Opposed: Shirley Bertrand - motion should have been moved by a Youth.

Elder Activities

20.

WHEREAS the Women of Deh Cho First Nations realize that there are not many planned activities for community elders and realize and acknowledge that our Elders want planned activities in a peaceful environment to pass on the knowledge.

THEREFORE BE IT RESOLVED that our Deh Cho First Nation Organizations make an effort to accommodate gatherings that will encourage Elders to interact with youth and community to pass on knowledge and values of our unique culture.

MOVED BY: SARAH LENNIE
SECONDED BY: PHOEBE PUNCH
MOTION CARRIED

21.

WHEREAS the Deh Cho First Nations Women held a successful gathering **BE IT RESOLVED THAT** the Deh Cho First Nations make this gathering an annual event for the Deh Cho First Nations Women.

Support for annual event

MOVED BY: JOANNE DENERON
SECONDED BY: LAUREEN NAYALLY
MOTION CARRIED



Northwest Territories Legislative Assembly
Conflict of Interest Commission
May 12, 1995


Honourable Sam Gargan
Speaker of the Legislative Assembly
Legislative Assembly Building
Government of the Northwest Territories
Yellowknife Northwest Territories

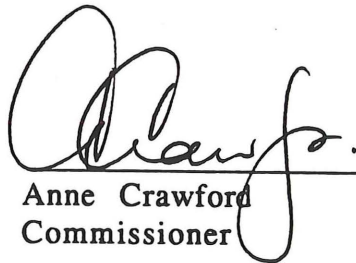
Dear Mr. Speaker:

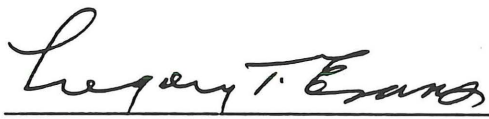
In accordance with the requirements of Part III of the Legislative Assembly and Executive Council Act, the Conflict of Interest Commission hereby submits its Annual Report. The report covers the period from January 15, 1994 to April 15, 1995.


This year has seen increased activity for the commission, the details of which are set out in the attached report. Once again, please convey the thanks and appreciation of the commission to all members and staff for their co-operation and support.

Conflict of Interest Commission:

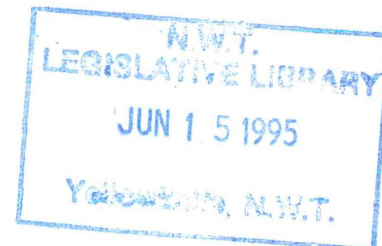

James Bourque
Commissioner


Anne Crawford
Commissioner


Gregory T. Evans
Commissioner


E.N. (Ted) Hughes
Commissioner


Joel Fournier
Chief Commissioner



**Northwest Territories
Conflict of Interest Commission**

ANNUAL REPORT

January 15, 1994 to April 15, 1995

TABLE OF CONTENTS

COMMISSION'S REMARKS

GENERAL

- A. Annual Meeting
- B. Investigations
- C. Commission of Inquiry

APPENDICES

- A. Marie-Jewell Complaint
Letter of transmittal; Report of Chief Commissioner's
Investigation; Letter Designating Commission of Inquiry
- B. Mueller Complaint
Letter of Transmittal; Report of Chief Commissioner's
Investigation
- C. Commission of Inquiry
Decision of Commission

Commission's Remarks

The past year resulted in markedly increased activity for the Commission. In addition to its Annual Meeting held in Yellowknife on November 1, 1994, the Commission dealt with two conflict of interest complaints against members, one of which resulted in a Commission of Inquiry being established to conduct public hearings into certain of the allegations set out therein. The details of the complaints and the commission of inquiry will be dealt with later in this report.

The Commission is pleased to note that many of the recommendations for amendments to the conflict of interest provisions of the Legislative Assembly and Executive Council Act contained in our last annual report have been enacted and will come into force upon the dissolution of the present assembly. We will continue to make suggestions to the House where we feel they are warranted and would be of benefit to the members and the general public. In this regard we refer to the recommendations contained in the commission of inquiry's report attached hereto as appendix "C".

The commission is cognizant of the potential for abuse of the complaint filing provision of the Act which is very broad. Section 80(1) states:

"Any person who believes on reasonable grounds that a member has contravened any provision of this part may file a written complaint with the Clerk." (emphasis added)

The commissioners are reluctant to interpret this section in a manner that would dissuade citizens who have a genuine belief that a member has breached the provisions of the Act, from filing a complaint. On the other hand, we very much appreciate that frivolous and/or purely political allegations may be made from time-to-time and we are aware of the substantial costs involved once the process has been initiated. Consequently, we will be deliberating this issue in detail at our next annual meeting with a view to recommending a satisfactory solution to the problem.

GENERAL

A. Annual Meeting

The Commission held its annual meeting in Yellowknife on November 1, 1994 at the Legislative Assembly. The Commission acknowledges with thanks the hospitality of the Speaker and Clerk in providing it with meeting rooms and an opportunity to meet with several members. As well, the Commission took time from its deliberations to observe the opening of the daily session from the visitor's gallery and appreciates being formally recognized by the Speaker.

During its discussions, the Commission dealt primarily with the amendments to the conflict of interest provisions of Part III of the Legislative Assembly and Executive Council Act. In general, the Commission was pleased that many of its recommendations have been given the force of law which, in its view, will result in a legislative program that should become proactive rather than merely reactive. In other words, the Commission feels that it can assist members in preventing potential problems resulting from filing requirements pursuant to section 77 of the Act and advise them with regard to the interpretation of their various other duties and responsibilities enumerated in the Act. In this regard, the Commission is unanimous in the view that a sense of trust and reliance should be created whereby the members are made fully aware that the Commission exists to assist them within the parameters established by the legislation.

B. Investigations

1. On December 29, 1994 a complaint was filed with the Clerk by Mrs. Marie-Jewell, the member of the Legislative Assembly for Thebacha. Pursuant to section 80 of the Legislative Assembly and Executive Council Act, the Clerk transmitted the complaint to the Chief Commissioner. As required by section 81 of the Act the Chief Commissioner conducted an

investigation of the allegations contained in the complaint. As a result of his investigation the Chief Commissioner rendered a decision on February 7, 1995, whereby he dismissed two of the allegations set forth while referring the remaining matters to a Commission of Inquiry for a public hearing. Copies of the letter of transmittal, the decision and the letter designating the members of the inquiry are attached hereto as appendix "A".

2. On March 17, 1995 a complaint was filed with the Clerk by Mr. Karl Mueller, a resident of the Northwest Territories. Pursuant to section 80 of the Act, the Clerk transmitted the letter of complaint to the Chief Commissioner on March 23, 1995. As required by section 81 of the Act, the Chief Commissioner carried out an investigation of the allegations contained in the complaint. Upon conclusion, the Chief Commissioner, in a report to the Speaker dated April 12, 1995, dismissed all of the allegations set forth in Mr. Mueller's complaint.

Copies of the letter of transmittal and decision of the Chief Commissioner are attached hereto as appendix "B".

C. Commission of Inquiry

The Commission of Inquiry designated by the Chief Commissioner to hold public hearings into the remaining allegations in the Marie-Jewell complaint consisted of Commissioners E.N. Hughes (Chair), A. Crawford and J. Bourque. The public hearings took place in Yellowknife from March 13 to 15 inclusive. The Commission rendered an oral decision on March 15, 1995 which was later transcribed and signed by the commissioners on March 17, 1995. The decision of the Inquiry dismissed the remaining allegations contained in the complaint and made several recommendations that might prevent such problems from arising in the future. The complete text of the Commission's decision is attached hereto as Appendix "C".

APPENDIX "A"



Northwest
Territories Legislative Assembly
Office of the Clerk

December 29, 1994

Mr. Joel W. Fournier
Chief Conflict of Interest Commissioner
21 Broadholme Lane
HALIFAX, NS B3M 3B8

Dear Mr. Fournier:

Transmittal of Complaint

I am required under section 80(2) of the *Legislative Assembly and Executive Council Act* to provide you with a copy of any written complaint that is filed with me. Therefore, I am transmitting the attached written complaint received by me on December 29, 1994, from Mrs. Marie-Jewell, the Member of the Legislative Assembly for Thebacha.

Also in accordance with the same section of the *Act* a copy of the complaint has been forwarded to the Honourable Don Morin, being the Member of the Legislative Assembly being complained about.

If I can be of any further assistance in this matter, do not hesitate to contact me.

David M. Hamilton
Clerk of the Legislative Assembly

cc: Mrs. Marie-Jewell, M.L.A.
Hon. Don Morin, M.L.A.





Northwest
Territories Legislative Assembly
Conflict of Interest Commission

February 7, 1995

PRIVATE AND CONFIDENTIAL

The Honourable Brian Lewis
Acting Speaker
Legislative Assembly of the Northwest Territories
PO Box 1320
Yellowknife NWT
X1A 2L9

BY FAX: (403) 920-4735

Dear Mr. Speaker:

RE: CONFLICT OF INTEREST COMPLAINT

MS. JEANNIE MARIE-JEWELL AND THE HONOURABLE DON MORIN
PART III, LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT

I am enclosing herewith a report pertaining to my investigation of the above-noted complaint.

You will see from my report that I have dismissed the allegations contained in the complaint against Mr. Morin that pertain to the contract awarded to the Deninu K'ue Development Corporation by the NWT Housing Corporation and to the housing allowance received by Mr. Morin as a consequence of living in Yellowknife to carry out his duties as a Minister of the government.

You will also see from my report that I have designated a Commission of Inquiry pursuant to section 81 of Part III of the Legislative Assembly and Executive Council Act to deal with the remaining matters set out in the complaint. Members of the commission are the Honourable E.N. (Ted) Hughes, Ms. Anne Crawford and the Honourable James Bourque. Commissioner Hughes will assume the chair.

The appointment of the commission should not be taken as an indication that there has been a breach of the Act as to the remaining issues alleged



in the complaint. It simply means that I am of the opinion that a further review of those allegations is required.

Should you have any questions, please contact me at your convenience.

Yours truly,

A handwritten signature in cursive script that reads "Joel W. Fournier". The signature is written in black ink and is positioned above the typed name.

Joel W. Fournier
Chief Commissioner
Conflict of Interest Commission

**IN THE MATTER OF A COMPLAINT BY THE
HONOURABLE MEMBER FOR THEBACHA
WITH RESPECT TO ALLEGED CONTRAVENTIONS OF PROVISIONS OF PART
III OF THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT
BY THE HONOURABLE MEMBER FOR TU NEDHE**

**REPORT OF THE CHIEF COMMISSIONER PURSUANT TO SECTION 81 OF
PART III OF THE
LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT**

February 7, 1995

**IN THE MATTER OF A COMPLAINT BY THE
HONOURABLE MEMBER FOR THEBACHA
WITH RESPECT TO ALLEGED CONTRAVENTIONS OF PROVISIONS OF PART
III OF THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT
BY THE HONOURABLE MEMBER FOR TU NEDHE**

This report deals primarily with two of the allegations contained in the complaint filed on December 29, 1994 by Jeannie Marie-Jewell, the member for Thebacha against Don Morin, the member for Tu Nedhe in his capacity as Minister of the Department of Public Works and as Minister responsible for the NWT Housing Corporation.

FIRST ALLEGATION

This allegation is stated in the complaint as follows:

" . . . I understand that ministers receive from the GNWT a ministerial housing allowance to defray the costs of maintaining a residence in Yellowknife. It is also my understanding that the Ministerial Housing Allowance Policy requires that a minister must report rental income from their personal "home" residence at the same time that they receive the allowance to determine whether or not a minister is eligible for the housing allowance accommodation. I would appreciate it if the Chief Commissioner could investigate this matter to determine whether Mr. Morin was receiving housing allowance benefits at the same time he was receiving rental income. If so, I feel that this may well constitute, at a minimum, a violation of section 67 of the Act."

Section 67 is contained in *Part III* of the *Legislative Assembly and Executive Council Act*, hereinafter referred to as "*the Act*", and I believe it will be helpful and instructive to set it out here in its entirety.

OBLIGATIONS OF MEMBERS

67. Each member shall

- (a) perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the member;*
- (b) refrain from accepting any remuneration, gift or benefit the*

- acceptance of which might erode public confidence and trust in the integrity, objectivity or impartiality of the member, and in all other respects act in a manner that will bear the closest public scrutiny;*
- (c) arrange his or her private affairs in conformity with the provisions of this Part and act generally to prevent any conflict of interest from arising; and*
- (d) make all reasonable efforts to resolve any conflict of interest that may arise in favour of the public interest.*

The housing guidelines for awarding allowances to ministers required to live in Yellowknife in order to carry out their duties states, in part,

"Ministers who occupy and/or maintain a primary residence in their home constituency outside of Yellowknife, before relocating to Yellowknife, following their appointment as a minister and who continue to maintain their primary residence are eligible to claim reimbursement for the cost of economic rent plus the cost of heat, electricity and utilities for the temporary accommodation which they occupy in Yellowknife, less the rent, if any, received from their primary residence."

The declaration forms required to be completed by Mr. Morin when claiming his allowance under this policy were provided to me by the appropriate official. The forms reveal that no rental income was declared by Mr. Morin on his primary residence in Fort Resolution during his tenure as a minister.

During the course of my investigation, I was advised by Mr. Morin that at the time he became a minister, November 14, 1991 he and his family resided in their home in Fort Resolution which he considered to be his primary residence. After moving to Yellowknife, the Fort Resolution home was used from time to time by him and his family when they would return to the constituency. While they were away from Fort Resolution the dwelling was occupied by a relative of Mr. Morin's wife and by others, who, in return for performing caretaking duties were allowed to live there rent free. This arrangement continued until January of 1993 at which time the residence was rented on a full-time, arms-length basis and has been continuously rented to the present.

I was further advised by Mr. Morin and he provided me with satisfactory proof, that on July 2, 1992 he and his wife purchased a second dwelling in

Fort Resolution which he then chose to treat as his primary residence in his constituency.

It is obvious that had Mr. Morin received rental income from the first property at any time prior to July 2, 1992 and not declared it when receiving his ministerial housing allowance, he would have been in breach of the guidelines established by the government and, in all likelihood, fallen far short of the standard of conduct set for members in section 67 of the Act. However, my investigation of this aspect of the complaint supports Mr. Morin's statements to me. I was unable to find any evidence that either Mr. Morin or his wife were in receipt of any rental income prior to July 2, 1992.

It could be argued that the wording of the housing allowance set out above should be construed so as to find that once a primary residence has been declared by a minister a different residence could not be substituted. In other words where the guideline reads, "Ministers who occupy and/or maintain a primary residence in their home constituency outside of Yellowknife before relocating to Yellowknife following their appointment as a minister and who continue to maintain their primary residence..." (my emphasis), it should be interpreted in such a manner so that the emphasized "*their*" refers only to the primary residence in existence at the time of the ministerial appointment. I can find no basis in the wording of the guideline, or in logic, that would support such a construction. It seems clear that had such a meaning been desired, the draftsperson would have used the word "that" rather than "their".

As a consequence of all of the above, I find that this allegation is not supportable, shows no breach of the Act, and is hereby dismissed.

SECOND ALLEGATION

This allegation is stated in the complaint as follows:

". . . my complaint deals with awarding of a sole source contract to the Deninu K'ue Development Corporation. The contract was awarded by the Northwest Territories Housing Corporation (of which Mr. Morin is the minister) in October or November, 1994 to the Development Corporation to build fibreglass bathtubs. Mr. Zigarlik is the General Manager of the Deninu K'ue Development Corporation and I again must question whether it was appropriate for Mr. Morin

to make such an award given the personal financial relationship between the two men".

My investigation has satisfied me that the contract in question was not a sole source contract. In late 1993 and early 1994 the Housing Corporation publicly advertised for *Expressions of Interest* concerning, amongst other things, its *bathtub and surrounds* requirements for 1994 and 1995. In response to this advertisement two companies replied, one being the Deninu K'ue Development Corporation. Subsequently, a *Request for Proposals* was publicly advertised with only the Deninu K'ue Development Corporation submitting a proposal on this particular project. A contract for the manufacture and supply of the materials was eventually entered into between the Housing Corporation and the Deninu K'ue Development Corporation in late 1994.

Questioning revealed that Mr. Morin did not become personally involved in the awarding of this contract and did not interfere in the process in any way. Further, I was assured by the owner of the second company that had expressed an interest, that it declined to submit a proposal for sound business reasons only and not because any pressure had been brought to bear by Mr. Morin or anyone associated with the Housing Corporation.

Being satisfied that due public process was followed in the awarding of this contract, that the minister did not influence the decision of the officials of the Housing Corporation to accept the proposal of the Deninu K'ue Development Corporation, I am of the view that any relationship that existed between the minister and Mr. Zigarlik did not constitute a conflict of interest that could be considered a breach of the Act. Accordingly, I hereby dismiss this aspect of the complaint.

OTHER ALLEGATIONS CONTAINED IN THE COMPLAINT

With regard to the remainder of the complaint I have designated a Commission of Inquiry to conduct a hearing. The Chair of the inquiry is the Honourable E.N. (Ted) Hughes with the Honourable James Bourque and Ms. Anne Crawford constituting the other members. The fact that I have designated a Commission of Inquiry should not be taken as an indication that there has been a breach of the Act as to those allegations; it simply means that I am of the opinion that a further review is required.

Dated this 7th day of February, 1995.

A handwritten signature in cursive script, appearing to read "Joel Fournier".

Joel W. Fournier
Chief Commissioner
Conflict of Interest Commission

February 7, 1995

CONFIDENTIAL

The Honourable E.N. (Ted) Hughes
Conflict of Interest Commissioner
Office of the Commissioner of Conflict of Interest
101, 431 Menzies Street
Victoria BC
V8V 1X4

BY FAX: (604) 356-6580

Dear Mr. Hughes:

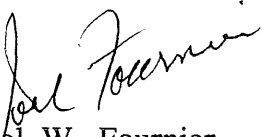
RE: CONFLICT OF INTEREST COMPLAINT
MS. JEANNIE MARIE-JEWELL AND THE HONOURABLE DON MORIN
PART III, LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT

Please be advised that my investigation into the above-noted complaint has now been completed. I enclose a copy of my report to the Honourable Brian Lewis, Acting Speaker.

Pursuant to section 81(1)(b) of the Act, you are hereby designated to serve as Chair of a Commission of Inquiry. Your fellow commissioners will be Ms. Anne Crawford and the Honourable James Bourque. They have been advised that you will contact them soon to arrange suitable dates to hold the Inquiry. I have also informed the Clerk of the Legislative Assembly that you will be contacting him concerning administrative matters pertaining to the process.

Should have have any questions, please contact me at your convenience.

Yours truly,



Joel W. Fournier
Chief Commissioner
Conflict of Interest Commission

APPENDIX "B"

March 23, 1995

Personal & Confidential

Mr. Joel W. Fournier
Chief Conflict of Interest Commissioner
21 Broadholme Lane
HALIFAX, NS B3M 3B8

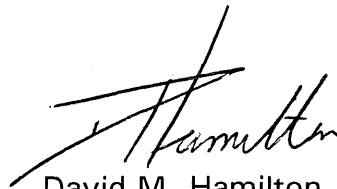
Dear Mr. Fournier:

Transmittal of Complaint

I am required under section 80(2) of the *Legislative Assembly and Executive Council Act* to provide you with a copy of any written complaint that is filed with me. Therefore, I am transmitting the attached written complaint received by me on March 17, 1995, from Mr. Karl Mueller, a resident of Hay River.

Also in accordance with the same section of the *Act* a copy of the complaint has been forwarded to the Honourable Nellie Cournoyea, being the Member of the Legislative Assembly being complained about.

If I can be of any further assistance in this matter, do not hesitate to contact me.



David M. Hamilton
Clerk of the Legislative Assembly

cc: Mr. Karl Mueller
Hon. Nellie Cournoyea, M.L.A.

**IN THE MATTER OF A COMPLAINT BY MR. KARL MUELLER
WITH RESPECT TO ALLEGED CONTRAVENTIONS
OF PROVISIONS OF PART III OF
THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT
BY THE HONOURABLE NELLIE COURNOYEA, PREMIER.**

**REPORT OF THE CHIEF COMMISSIONER
PURSUANT TO SECTION 81 OF PART III
OF THE LEGISLATIVE ASSEMBLY
AND EXECUTIVE COUNCIL ACT.**

APRIL 12, 1995

In the matter of a complaint by Mr. Karl Mueller with respect to alleged contraventions of provisions of Part III of the Legislative Assembly and Executive Council Act by the Honourable Nellie Cournoyea, Premier.

This report deals with the allegations contained in the complaint filed on March 17, 1995 by Mr. Karl Mueller, against Nellie Cournoyea, Premier of the Northwest Territories.

First Allegation

This allegation is stated in the complaint as follows:

"Part III Section 67(a)

Honourable Nellie Cournoyea has contravened this part-section by recalling and hiring a Bob Doherty, a former resigned GNWT Civil Servant, who was Assistant Deputy Minister of Department of Public Works GNWT into the position of Deputy Minister for the GNWT Dept. of Public Works (under contract). Mr. Doherty is still in this position. There has been no reason given to the Public as to why and who extended his position (under Contract or otherwise) or why Mr. Doherty remains in this position. Further, this action was discussed in the Legislative Assembly by Fred Koe, MLA. He stated that this was an incorrect procedure that had been taken and that another GNWT employee wanted and would be suitable for the position of Deputy Minister in GNWT DPW. He would have applied for/accepted the position had it been advertised or had he been appointed."

Section 67 refers to the obligations of members in general with 67(a) setting out the following:

"67. Each member shall

(a) perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the member; ..."

After reviewing this allegation in light of the provisions of the Public Service Act I am satisfied that there was in fact no breach of section 67(a) of the Legislative Assembly and Executive Council Act (hereafter referred to as the "Act"). Section 16.1(1) of the Public Service Act, as amended, states

"The Commissioner in Executive Council, on the recommendation of the Premier, has the exclusive right and authority to appoint persons to the position of Deputy Minister in the public service."

Obviously, the Premier has confidence in Mr. Doherty's ability to administer the day-to-day business of his department or she would not have recommended him to her cabinet colleagues. It is for the electorate or her fellow MLAs to decide if she has misplaced her trust. In any event, the hiring of Mr. Doherty under contract, for whatever amount and for however long, under the provisions of the Public Service Act is certainly not reviewable by this office as a breach of section 67(a) of the Act.

Second Allegation

This allegation is stated in the complaint as follows:

"Part III Section 67(b)

Honourable Nellie Cournoyea did not have to hire Bob Doherty but for reasons unknown why she felt Mr. Doherty was the best person for that position is unknown. We can conclude that she enticed him to this position by offering him a high salary of \$180,000.00 per year. (Re: Premier Harcourt March 10, 1995 Conflict of Interest based on a Reporter saying Harcourt gave a NDP supporter contracts).

Hiring Mr. Doherty did not benefit the public. He could not manage his own business he had in Ontario, so how can he manage a Government Department. He does not have the education or expertise for this position."

Section 67(b) provides

"Each member shall ...

(b) refrain from accepting any remuneration, gift or benefit the acceptance of which might erode public confidence and trust in

the integrity, objectivity or impartiality of the member, and in all other respects act in a manner that will bear the closest public scrutiny; ..."

I am unable to find that Ms. Cournoyea was in breach of either of the two aspects of this section. She is not alleged to have accepted any remuneration, gift or benefit which would trigger the prohibition contained in the first part of the section. With regard to the second aspect, I am of the view that given the power invested in the Premier, pursuant to the Public Service Act, which has already been referred to above, she has acted in a manner that would in the words of the section, "bear the closest public scrutiny."

Third Allegation

This allegation is stated in the complaint as follows:

"Part III Section 70(c)

Honourable Nellie Cournoyea DID make representation for remuneration on behalf of Mr. Doherty with respect to (c): any other matter (hiring him for another contract or probable extension of this contract) that relates directly or indirectly to the performance of the duties (Deputy Minister from Assistant Deputy Minister) of DPW office of the member, since Honourable N. Cournoyea oversees all government departments. Over the years they knew each other and it is very questionable that they became friends."

Section 70 provides:

"A member shall not make representations for remuneration on behalf of any person, with respect to

- (a) the awarding of a contract by the Government of the Northwest Territories or a department;
- (b) the extension of a benefit to a person by the Government of the Northwest Territories or a department; or
- (c) any other matter that relates directly or indirectly to the performance of the duties of office of the member."

This section is intended to prevent members receiving remuneration for lobbying on another person's behalf. I have not been provided, nor have I discovered, any information or evidence that Ms. Cournoyea received any remuneration of any kind or from any source whatsoever for her alleged representation on behalf of Mr. Doherty. In my view, the complainant has misinterpreted this section and is under the impression that the "remuneration" flows to the person who is the subject of the representation, in this instance, Mr. Doherty. However, even if I accepted that interpretation, which I do not, the allegation would still not be justified. The Premier has, as has already been pointed out, the sole authority under the Public Service Act to recommend Mr. Doherty's appointment, consequently, any representations she would make for remuneration for Mr. Doherty would have to be to herself, a state of affairs which would appear to be fanciful at best.

Fourth Allegation

This allegation is stated in the complaint as follows:

"Part III Section 68(1)

Honourable Nellie Cournoyea did use information she gained in the executive offices while being MLA, Minister, and then Government Leader. She promised during her campaigning that she would support Access to Information as it was initially written which was supported by the Public. As Government Leader she allowed this Act to be rewritten so as it will be of no use to the Public. Subsequently, she agreed to have this Act sit until a new election is called - leaving a chance that it will be defeated in the next election. Further, this Act does not meet the General Public availability of their requests and directly furthers Honourable N. Cournoyea's private interests as she fears that what she has done and written (track record) will defeat her in the next election.

Further, Honourable Nellie Cournoyea has allowed herself and the GNWT MLA's to write the up a Business Incentive Policy to support Northern Business and then through the GNWT evaluation support whoever they want, thus betraying the

Northern Residents."

Section 68(1) reads

"A member shall not use or share information that is gained in the execution of an office of the member and that is not available to the general public to further or seek to further, directly or indirectly the private interests of the member of the spouse or a dependent child of the member."

In the first paragraph of this allegation it is asserted that Ms. Cournoyea, using information she gained during her tenure with the Government of the Northwest Territories, delayed the coming into force of the Access to Information Act to further her private interests. This claim attributes to the Premier a power she does not possess. The decision to dictate the substance or affect the timeliness of this Act would have to be made by the Legislative Assembly since it has the sole authority for the enactment of legislation and when it subsequently comes into force. It follows then that I can find no justification to this portion of the fourth allegation.

The second paragraph deals with the Business Incentive Policy and a suggested betrayal of northern residents. Even if the allegations contained therein were correct, and in my view they are not, in order to show a breach of section 68(1) of the Act, Ms. Cournoyea would have had to act in such a way as to further her own private interests by using or sharing information not available to the general public. There has been no suggestion that this was done nor has any evidence come to light that would indicate she intended to do so.

Fifth Allegation

This allegation is stated in the complaint as follows:

"Part III Section 70(1)

Honourable N. Cournoyea did make representation for remuneration on behalf of an unregistered Saskatchewan Contractor for a contract in the NWT. Registered or not registered with respect to awarding of a contract by the GNWT DPW, (when she was Minister) she intervened despite intervention by the

regional MLA."

Section 70 provides:

"A member shall not make representations for remuneration on behalf of any person, with respect to

(a) the awarding of a contract by the Government of the Northwest Territories or a department:

(b) the extension of a benefit to a person by the Government of the Northwest Territories or a department; or

(c) any other matter that relates directly or indirectly to the performance of the duties of office of the member."

As has already been discussed in the "Third Allegation", this section is included in the Act to prevent lobbying for remuneration by members (my emphasis) on behalf of other persons. Therefore, it is immaterial with regard to this Act as to whether or not a Saskatchewan contractor unregistered in the Northwest Territories was awarded a contract. To become material and substantiate any allegation with regard to the section it would have to be shown that Ms. Cournoyea had received remuneration from the contractor involved. My investigation shows absolutely no evidence of this and, in fairness to the complainant, I do not believe that this was his intent. Once again, as mentioned above, I believe the provisions of section 70 were misinterpreted.

In view of all of the above and pursuant to section 81(1)(a)(i) of the Act, I find that the complaint does not disclose a contravention of the Act in any way and it is hereby dismissed in its entirety.

I should take this opportunity to add that this complaint falls perilously close to being frivolous or totally political in nature. It is quite understandable that members of the public become frustrated from time-to-time with the operation of government bureaucracies as they affect their daily lives and, particularly, their means of earning a livelihood. Nevertheless, this should not be taken as justification for the filing of a complaint under this Act that is supported by mere rumour and innuendo. The Conflict of Interest provisions were enacted as a means of calling to account elected officials who take advantage of their power in ways the

Act proscribes. It is not to be used as a convenient means of attempting to sully the reputations of those office holders who happen to upset members of the electorate but otherwise act in a legal and proper manner.

Dated this 12th day of April 1995.

A handwritten signature in cursive script, appearing to read "Joel W. Fournier".

Joel W. Fournier
Chief Commissioner
Conflict of Interest Commissioner

APPENDIX "C"

March 21, 1995

Honourable Samuel Gargan, MLA
Speaker
Legislative Assembly of the Northwest Territories
Yellowknife, Northwest Territories
X1A 2L9

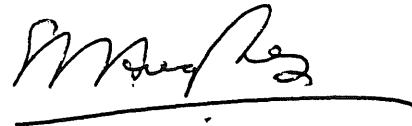
Dear Mr. Speaker:

Re: In the Matter of a Complaint with Respect to Alleged Contraventions of Provisions of Part III of the Legislative Assembly and Executive Council Act Brought by Jeannie Marie-Jewell, Member for Thebacha, Against the Honourable Don Morin, Member for Tu Nedhe

I write to you pursuant to the requirements of section 83(1) of Part III of the *Legislature Assembly and Executive Council Act*. The Commission of Inquiry met in Yellowknife on March 13 to 15, 1995 inclusive and heard relevant witnesses, submissions by counsel and then deliberated and reached its decision.

That decision has been transcribed and signed by the three Commissioners and is enclosed with this letter. Our report to you is that the complaint against the Honourable Don Morin, Member of the Legislative Assembly for Tu Nedhe, has been dismissed. The reasons for the decision are contained in the attached seven page document, bearing the signatures of J.W. Bourque, Anne Crawford and the undersigned.

Yours truly,



E.N. (Ted) Hughes
Chair
Commssion of Inquiry

Enclosure

cc: Mr. David Hamilton Mr. Joel Fournier Hon. Gregory Evans
 Hon. J.W. Bourque Ms. Anne Crawford Ms. Virginia Schuler



**IN THE MATTER OF A COMPLAINT REFERRED BY
CHIEF COMMISSIONER FOURNIER, FEBRUARY 7, 1995.
WITH RESPECT TO ALLEGED CONTRAVENTIONS OF PROVISIONS OF
PART III OF THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT
BY THE HONOURABLE MEMBER FOR TU NEDHE**

**REPORT OF THE COMMISSION OF INQUIRY PURSUANT TO SECTION 82 OF
PART III OF THE
LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT**

Hon. E.N. (Ted) Hughes
Hon. James W. Bourque
Anne Crawford

March 15, 1995

IN THE MATTER OF A COMPLAINT REFERRED BY
CHIEF COMMISSIONER FOURNIER, FEBRUARY 7, 1995.
WITH RESPECT TO ALLEGED CONTRAVENTIONS OF PROVISIONS OF
PART III OF THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT
BY THE HONOURABLE MEMBER FOR TU NEDHE

This oral adjudication rendered March 16, 1995 at Yellowknife in the Northwest Territories

Adjudication

CHAIRMAN (Hon. E. N. (Ted) Hughes, Q.C.): I would like to open this afternoon by expressing the appreciation of this Commission of Inquiry to the many who have assisted in its smooth operation this week. That includes the witnesses who have appeared here. Mr. Morin, who is the one whose performance was under inquiry, has come and cooperated fully with us. Counsel have been obliging, forthcoming, straightforward and have helped make the matter move forward smoothly. Our appreciation goes to the staff; and, also we want to thank all of those who supplied information to Commission Counsel so that the facts could be marshalled and the presentation made in an orderly way. In that we include the complainant Jeannie Marie-Jewell who made the complaint at the outset of this matter and who then, at the request of the counsel for the Commission, supplied the information that she had so that we could make every endeavour to get all relevant facts before us.

The complaint with which we are dealing, one made by Jeannie Marie-Jewell was dated the 29th day of December, 1994. The procedure required by section 81 of the *Legislative Assembly and Executive Council Act* was put into place and the Chief Commissioner went about his work to inquire into it in the early stages, as is required by that section, and he made his report on February 7, 1995. He reached a conclusion with respect to some parts of the complaint and proceeded to dismiss some of the allegations that had been made in the complaint document. Other matters he referred to this Commission of Inquiry that he then constituted, in accordance with requirements of section 81(1)(b) of the Act.

It was then necessary to define the matters that had been left for the Commission of Inquiry and that was done in a document that we circulated to Mrs. Jeannie Marie-Jewell and to the Honourable Mr. Morin and, subsequently, released publicly, in which we set out the allegations that remained to be resolved and the questions that flowed from those allegations. We propose to deal with each of those allegations and answer the questions posed and, in doing so, meet the responsibility that we have under the statute.

The first allegation is that in November 1994, a sole-source contract, one awarded without bidding or other competitive process was granted by the Honourable Mr. Morin to Foulger Aviation Services Inc. relating to fire suppression and other options to be developed for the tanker base operations in Fort Smith. We find that this allegation has been proved. Indeed, such a sole-source contract in the amount of \$50,000 was awarded in November 1994 by the Honourable Mr. Morin to Foulger Aviation Services Inc. for the purpose of investigating and reporting on the tanker base operations.

The second allegation is that, at this time, Norman Zigarlick, as a consultant to Foulger Aviation, had considerable involvement with that company and was described by the company as: "a very valuable member of our team." That is the first of two sentences in the second allegation. We find, as a fact, that at the time the November 1994 sole-source contract was granted to Foulger Aviation, Mr. Zigarlick was not a consultant to or for Foulger Aviation. He did fit that description in December 1992 when he was described as: "a very valuable member of our team."

That statement was made in a proposal by Foulger Aviation Services Inc., to the Department of Renewable Resources with respect to a review of the forest fire management policy and program in the Northwest Territories. In that proposal, the company was unsuccessful. There were no further or subsequent formal proposals describing such a relationship between the Foulger company and Mr. Zigarlick.

There were, however, certain interactions between William Foulger, principal of Foulger Aviation, and Mr. Zigarlick. In February of 1993, they met in Vancouver with the Vancouver office of the successful bidder on the proposal KPMG (Peat Marwick Stevenson & Kellog) to see if there was a basis for them to become subcontractors to the successful bidder. That proposal did not come to fruition.

In February there was a meeting in Yellowknife that Mr. William Foulger, and Mr. Zigarlick attended, to talk about northerners operating the fire suppression program within the Northwest Territories. They met with senior officials and with two Ministers, one of whom was Mr. Morin. They were not paid for this work although their expenses were paid.

In June of 1993, a Foulger company received a contract of up to \$20,000 from Morin and it was to look at the concerns the government had about some weaknesses in the report that was received from KPMG. Because of expertise available from Mr. Foulger, this contract was given to critique the report. In the course of that contract, Mr. Foulger used Mr. Zigarlick for some work in August and September of 1993. Mr. Zigarlick was paid \$1,000 for his work.

After that, the contacts between Mr. Foulger and Mr. Zigarlick were as friends and as two knowledgeable people in the aircraft industry, but there were no business ties between them. Subsequently a \$50,000 contract was entered into. There was no business relationship between Mr. Foulger and Mr. Zigarlick on this contract. We, therefore, come to the conclusion that, insofar as the first half of that second allegation is concerned, it has not been proved.

The second half of that statement is that the Honourable Mr. Morin was then renting his residence in Fort Resolution to Mr. Zigarlick at a monthly rent of \$400 which was being received by the Honourable Mr. Morin. We find that this is substantially correct, although there were some variations, namely that the rent was \$450 and it was actually being received by Mrs. Morin, but we do not see anything significant turning on that.

The next allegation is that the rental income received by the Honourable Mr. Morin was not disclosed by him in the disclosure statement provide for by section 77 of the Act and, hence, no subsequent public disclosure of it was made, pursuant to the provisions of section 78 of the Act. We're going to address that as we give our answer to question number four.

Having reviewed the three allegations we move to look at the four stated questions. The first question asked: "Does the receipt of such rental income constitute a significant private interest, as that term is used in section 66(1) of the Act, such that the Honourable Mr. Morin has a conflict of interest as defined by that section?" The answer we arrive at is no, because the receipt of the rental income did not constitute a significant or, in fact, any private interest because there was no relationship between the rentor paying the rent, Mr. Zigarlick, and the recipient of the sole-source contract, Foulger Aviation Services Inc.

The next question is: "If such a conflict of interest is found to exist and it is shown that the Honourable Mr. Morin failed to either disclose the general nature of the conflict of interest or transfer the decision making responsibility with respect to the awarding of the contract, was the Honourable Mr. Morin in breach of section 69(3) of the Act." Section 69(3) provides what shall happen under those circumstances, the Minister should disclose the nature of the conflict and delegate to a Minister designated by the Government Leader. We, once again, answer that question by saying no, there has not been a breach of section 69(3) because the question of whether Mr. Morin was in breach is dependent on the existence of a conflict of interest, which we found did not exist.

This takes us to questions number three and it reads: "Does the Honourable Mr. Morin's acceptance of such rental income and his concurrent or subsequent awarding of a sole-source contract to a company with a close relationship to his tenant constitute a violation of the spirit and intent of section 67 of the Act, which provides that each Member shall perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the Member?" Our answer to that question is also no, but we will say more about section 67(a) later in this adjudication.

This takes us directly to the fourth question and that is: "Does a failure to disclose rental income constitute a violation of section 77 of the Act which provides for what the Member shall disclose in the return?" We find that the first rent paid on behalf of Mr. Zigarlick for the occupancy of Mr. Morin's home was in March of 1994. This would not be disclosable until Mr. Morin's 1995 filing, which was made in February of this year and, the fact is, the rent was disclosed there, other than for the sum of \$275. We understand how that \$275 difference arose, namely because the first cheque was for a month and a half's rent rather than one month's rent and we accept the fact that in the multiplication of the months, that was missed. It is our view that the omission was an inadvertence. We will deal further with that when we comment on section 83(1)(a)(ii) of the Act.

There was, however, rent from a previous tenant received in 1993 that should have been disclosed in 1994 and it was not disclosed. It was only disclosed in 1995. We have looked at the four filings by Mr. Morin since the statute came into operation in 1992, 1993, 1994 and 1995. As necessary as this legislation is, neither it nor the forms that are required to be filled out each year are easy for the non-legally trained person to work with.

We believe that this legislation has a serious void that, if corrected by the Legislature, would be of great help to Members and would ensure the spirit and intention of the Act is being observed.

There is a provision in nearly all other jurisdictions in the country that have conflict of interest legislation and we believe should have a significant place in the Northwest Territories statute. In British Columbia it reads as follows: 12(3) "After filing a disclosure statement, the Member and the Member's spouse, if the spouse is available, shall meet with the Commissioner to ensure that adequate disclosure has been made and to obtain advice from the Commissioner on the Member's obligations under the Act, and the Commissioner may recommend the manner by which the Member will comply with those obligations."

We recommend that the Legislature of the Northwest Territories enact a similar provision with the responsibility to meet annually with each Member to rest with the Chief Commissioner, or a Commissioner designated by him. We feel if that were to come to pass, some of the problems that have existed in this case would never have arisen. We're conscious of the fact that a number of amendments to this Act have already been passed by the current Legislature to become effective on the day of dissolution. While we understand that the Legislature is still in session, we think that this and one other amendment we're going to mention, are not complicated and should receive consideration for swift passage so they can be part of the total package that comes into effect on dissolution day. But, of course, we are quick to acknowledge that that is a decision for others and not for us, and that is only a comment or a recommendation, if you like, from us.

As we look at Mr. Morin's four returns, we believe he would have benefitted from such a provision and we believe it likely most, if not all, other Members would have been in the same position. The other amendment, if the one is going to be made, that we think would be of assistance is the provision that is in section 12(6) of the British Columbia statute and that is in a number of others across the country, reading this way: "After filing a disclosure statement, the Member shall continue to disclose any material change in the assets, liabilities and financial interests of the Member, the Member's spouse and minor children and private corporations controlled by any of them by filing a statement of material change with the Commissioner within 30 days of the material change."

Returning to the 1993 rent that was not reported until 1995, we have some uncertainty about it. The interpretation that has been followed, based on the belief of the content of section 77(3) -- or the interpretation, if you like, that has been put on by the authorities here in Yellowknife -- has been in the directions that have gone to each Member annually: "If circumstances have not changed since your last filing, you are required to so indicate on the form and sign and date it." Perhaps that is a reasonable interpretation of section 77(3) of the Act but not one, in our view, that compels the mind to go to a rigorous examination of all of one's assets, liabilities and sources of income. We believe that having to fill out a full form every year and subsequently meet with the Chief Commissioner or his designate would correct that and would bring a much greater understanding of this whole matter to all Members of the House and would serve the public which this legislation is, of course, intended to do.

When we consider the problems that we have identified in the process and even if we conclude that the failure to report the 1993 rental income until 1995 represents a breach of the Act, we feel that this is a proper case for a finding under section 83(1)(a)(ii).

We should, however, address another matter and that is evidence indicating that in February 1994, Mr. Morin granted a contract to Mr. Zigarlick to conduct a study relating to fish in the Great Slave Lake. This was awarded at a time when Mr. Zigarlick was commencing the rental of Mr. Morin's home. Now, had this been a contract that had been awarded by a Minister, we would have expected compliance by the Minister with the requirements of section 69(3), which would be to disclose of a conflict and have a substitute Minister make the contract decision. But, this was not a contract awarded by a Minister as such. It was issued out of constituency allowance program money as Member of the Legislative Assembly and not as Minister.

The Policy document that was filed with us this morning was exhibit F states, under the heading Constituency Assistants' Program: "The second method permits Members to use the \$27,000 assigned to the Constituency Assistants' Program by requesting, in writing, the preparation of one or more service contracts. The request should detail the work to be undertaken by an individual or group and the amount to be paid for the work. The work must relate to constituency matters. The accumulated dollar amount of the contracts must not exceed \$27,000 in each fiscal year."

Mr. Morin says that the contract was awarded to Mr. Zigarlick because he was a knowledgeable person in the area to be explored under the assignment. It related to the supply of fish and the availability of that supply for the world market and Mr. Zigarlick had previously helped with the international sale of fish from the lake. He lived in the riding and the bottom line, says Mr. Morin, was to produce a report that would allow for greater sales of fish which would result in jobs for residents of his constituency.

Mr. Morin says that he rented the house to Mr. Zigarlick because he felt, once it became vacant, it was necessary to have an occupant to prevent problems resulting from freeze-up and from vandalism and Mr. Morin, in fact, rented it for less than it had been drawing from the previous tenant. In addition, the whole \$450 was not a benefit to Mr. Morin because he was left with the responsibility for paying most of the utilities.

We have concluded that with section 69(3) not being applicable, we ought to test this February 1994 occurrence by reference to the requirements of section 67(a) of the Act. That states: "Each Member shall perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the Member." We believe that Mr. Morin's award of this contract to Mr. Zigarlick at this time falls within the standard set by that section, viewing the contract from the eyes of a knowledgeable resident of Fort Resolution. The return on the house was minimal, the contractor was qualified, Mr. Morin received reasonable value for the contract monies that were expended. This meets the test of that section.

Our decision, for the reasons expressed here this afternoon, is that the complaint is dismissed. And we do that, notwithstanding the fact that we believe there were shortcomings in several areas with respect to disclosure. The \$275 matter was unquestionably one of inadvertence and the 1993 rental income from Brule was one which we believe could fall within the category of either inadvertence or by reason of an error in judgement made in good faith.

Section 83(1) says that: "After conducting a hearing, the Commission of Inquiry shall, in a report submitted to the Speaker advise that the complaint is dismissed where the Commission of Inquiry has determined that a contravention of this part was trivial or was committed through inadvertence or by reason of an error in judgment made in good Faith." The other options, of course, are to find a breach of the Act that did not fall within the excepted category, but our view is that the only breaches that we find existed were those two which come within that exception and that prompts us to indicate to the Speaker that the complaint is dismissed.

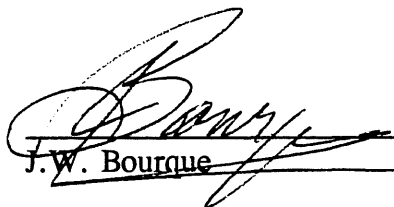
We do want to say, however, that given all of the background, there was reason for having this matter aired in this public way. We think that with the occurrences that took place and the documents that were in evidence an investigation by us was warranted. This hearing has created undoubtedly a far better understanding on the part of all Members how serious this legislation is, that compliance must occur because the public expects it to occur to lend substance and integrity to public life.

The legislation has been in place now for about four years. This is the first occasion that a public inquiry has been required under the statute. We think it has been a good test for the legislation and, as a Commission of Inquiry, we give our stamp of approval to the legislation and hope that we have pointed the way to amendments which could improve the Members so that they better understand what is expected of them in the future.

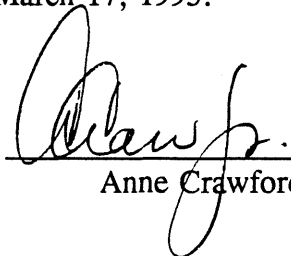
--ADJOURNMENT

ACKNOWLEDGED AS THE
DECISION OF THE COMMISSION.

At Yellowknife, Northwest Territories on March 17, 1995.




J.W. Bourque



Anne Crawford.

And at Victoria, British Columbia on March 21, 1995.



E. N. Hughes

