

## EA2.4.1

Anthony N. Fernando  
2772 Keele Street – Unit 309  
Toronto ON M3M 0A3

Friday July 10<sup>th</sup>, 2015

Attention: Ms. Jennifer Forkes, City Clerk's Office  
Compliance Audit Committee  
10th floor, West Tower, City Hall  
100 Queen Street West  
Toronto, ON M5H 2N2

Dear Committee Members:

### **RE: Response to Application Submitted by Mr. Stroolivitch**

I am writing to respond to the Compliance Audit Application (complaint) submitted by Mr. Stephen Stroolivitch. To begin with, Mr. Stroolivitch complaint is confusing and baseless. He makes a number of accusations and fails to connect them to specific sections of the Municipal Elections Act (MEA).

There is no provision in the MEA to submit expense invoices with audited returns to the City of Toronto. It is a City by-law (1108-2013, section 8 (b)) that makes the submission of invoices a requirement. I have fully complied with this City By-Law. Compliance Audits (per the MEA) relate to compliance with the MEA, not City of Toronto By-Laws. Nevertheless, in an effort to promote transparency and openness, I will address each of Mr. Stroolivitch's claims.

#### Taste of Downsview Event:

In both the Application for a Compliance Audit and Item 13 of his submitted schedule, Mr. Stroolivitch suggests that through the Taste of Downsview event, I accepted corporate donations to support my campaign.

The Taste of Downsview 2014 was a campaign event held in Downsview Park Toronto on August 9th, 2014. The event was designed to promote my candidacy and bring the Downsview community together for a community celebration. Food vendors and local businesses paid up to \$250.00 each to participate in the daylong event. As vendors, their payment provided them access to part of the Pavilion space to sell goods and services. The proceeds were used to pay for shared costs, such as the venue rental fees, insurance, security, tables, and tents.

Each of these parties signed a contract acknowledging that their payment and participation was in recognition of the business opportunity the event afforded. Moreover, the contract noted that their payment was not a political contribution to my campaign or statement of political support. The contract also noted that their payment was not subject to the municipal campaign rebate program. There were no corporate sponsors that were part of the 2014 Taste of Downsview. All expenses related to this event were accounted for under the advertising section

of my financial statement and therefore subject to the spending limit.

The Taste of Downsview operated at a net loss, meaning expenses incurred to produce the event greatly exceeded fees collected from participating vendors to cover their portion of the shared costs. Attached is a schedule outlining the income and expenses of the event and a copy of the vendor agreement.

In an effort to promote the participants, their logos were included in the promotional poster for the event. I acknowledge that this may have created a false impression of corporate support for the event, when no such arrangement was ever in place.

Other items:

- a) In Item 1, Mr. Stroolivitch questions the absence of the lease agreement between Downsview Park and my campaign for the (Pavillion) space for the Taste of Downsview. I was not required to submit the full lease agreement to the City of Toronto. However, I did submit the relevant section of the lease agreement which reflected the cost for the rental of the park Pavillion for the Taste of Downsview event. A copy of this is attached for your review.
- b) In Item 2, Mr. Stroolivitch questions the amount for expenses which were not subject to the spending limit. All invoices for literature and other expenses have been provided and included. Our Auditor noted that certain brochures and literature were reprints of federal government communication and non-campaign information, such as the location of polling stations. Costs for these items were allocated accordingly by our Auditor.
- c) In Item 3, Mr. Stroolivitch questions a particular invoice with my printer suggesting that I did not account for the value of the paper I supplied. Invoice #215 from AAE Printing itemizes a number of services, which included the colour printing of letterheads and the subsequent black and white printing of a targeted fundraising letter on these very same letterheads. The fact that my vendor noted that "customer supplied paper" simply denoted the fact that the paper for this printing was already developed. This seems to have confused Mr. Stroolivitch. A copy of this invoice is attached for your review.
- d) In Item 4, Mr. Stroolivitch questions the true value of the rental of wooden stakes based on an invoice which I submitted. Wooden stakes are generally valued at \$1.00 to \$2.50, which is substantiated by the additional stakes purchased for the campaign from Home Depot. Therefore, a rental agreement based on 5-10% of this value would not be unreasonable. Furthermore, as per our agreement with our vendor, the replacement value of each stake lost or damaged was \$2.50. A copy of the associated invoice is attached for your review.

- e) In Item 5, Mr. Stroolivitch questions the campaign office lease agreement, noting that \$2,300 was crossed out and \$2,000 was handwritten. Mr. Stroolivitch failed to notice that the term of the lease was also amended and the reduced lease period was reflected (pro-rated) in the reduction of the overall rental cost. A copy of this letter and the associated invoice is attached for your review.
- f) In Items 6 and 7, Mr. Stroolivitch questions whether an in-kind contribution from Mr. Biasini for \$125 of t-shirts was in fact a corporate donation. Mr. Biasini provided us with a personal letter confirming that his contribution was personal in nature. A copy of this letter is attached for your review.
- g) In Item 8, Mr. Stroolivitch questions the true market value of the printing services I received from various vendors, comparing an invoice from one vendor (AAE Printing) with another invoice from another vendor (ODL Designs). Aside from the fact that the two print projects he references are entirely different, requiring different ink and paper, the quantities were also vastly different. More importantly in this case, the higher the print volume, the lower the unit price. I have attached the two invoices Mr. Stroolivitch references for your review.
- h) In Item 9, Mr. Stroolivitch suggests that I am still receiving donations through my campaign website. I can confirm that no donations were accepted outside of the campaign period. The campaign bank account was closed following the end of the campaign and the web-based PayPal service was also terminated.
- i) In Items 10 and 13, Mr. Stroolivitch suggests that funds appear to be unaccounted for. The amounts Mr. Stroolivitch references are not correct and his assertion does not make sense.
- j) In Item 11, Mr. Stroolivitch suggests that the "Thank you" letter which was distributed to homes which requested an election lawn sign was not accounted for in the printing invoices I submitted. This item was noted on Invoice #200 from AAE Printing (Sign Letter), dated Sept 8th, 2014, which was part of the set of documents I submitted to the City. I have attached a copy for your review.
- k) In Item 12, Mr. Stroolivitch seems to suggest that the accounting for my "Mailchimp" email service may not have been accurate. Our campaign properly accounted for the associated email distribution services. I have attached a copy of this summary for your review.
- l) Lastly, in his application for a compliance audit, Mr. Stroolivitch suggested that I am under investigation by the City of Toronto. I am not under any investigation and I would like Mr. Stroolivitch to provide evidence to support these defamatory claims.

I hope you find this information helpful. Please feel free to contact me if you have any questions. Thank you for your consideration.

Sincerely,



Anthony Fernando

Cc:

Ms. Jody E. Johnson, Aird & Berlis LLP

Mr. Andrew Rodie, Chaplin & Co. Chartered Accountants

Encl:

1. Taste of Downsvie Financial Summary
2. Taste of Downsvie Permit Fee
3. AAE Invoice #215
4. Wooden Stakes Rental Invoice
5. Campaign Office Lease Agreement
6. Mario Biasini Letter and Promotion Depot Invoice
7. ODL Invoice #3808 and AAE Invoice #226
8. Thank you Sign Letter Invoice - AAE #200
9. Mailchimp Cost Summary

**Anthony Fernando Campaign  
Taste of Downsview Summary**

\$

<u>Expenses</u>	
Metro - Ice	11.96
Costco - Water	112.5
Robo Calls (2)	452
Insurance	390
Tent Rentals	1487.08
Downsview Park	565
Signs	467.31
T-shirts	180.8
EMS - First Aid Response	100
Private Security	113
ODL Taste of D (Photography)	430.08

**Total Expenses 4309.73**

<u>Cost Recovery - Food Vendors</u>	
Olympic Softee Inc.	150
Metro Grocery Store	300
Pizza Bella	300
Churros	150
Burger Truck	150

<u>Cost Recovery - Exhibitors</u>	
Hook up Muay Thai Boxing	250
Downsview Travel Agency	250
Home Life Real Estate	500
ASL Global Logistics	250
Eckankar Canada	50
Apollonia Health	50
Hot Yoga Wellness	50
Primerica Financial Services	50
Jewelry Exhibit	50
Talent Group	50
Olukemi Ibiotoye LLB	250
Law Office of Daniel Etoh	250
Honda	150
<b><u>Total Cost Recoveries</u></b>	<b><u>3250</u></b>

**Total Income (Loss) -1059.73**

In-Kind details:  
Mario Biasini 165

SCHEDULE "B"

REMUNERATION

I. RENTAL FEE

The Rental Fee for the Licensed Area shall be payable in advance of the Commencement Time of the Term of this Agreement, as outlined below. The Rental Fee is inclusive of the estimated monthly portion of the annual operating costs, administration fees, utilities, and realty taxes, subject to adjustment, excluding HST. The Licensee shall be responsible for any costs of additional services within the Licensed Area in addition to the Rental Fee referred to herein.

Dates & Times	# Days	@ Rate	Total
Orchard Pavilion Event Day: August 9, 2014	1	\$500.00	\$500.00
Sub Total			\$500.00
HST			\$65.00
<b>TOTAL RENTAL FEE</b>			<b>\$565.00</b>

2. PAYMENT SCHEDULE

- 2.1 \$500.00 Security and Noise Deposit required to execute contract.
- 2.2 50% non-refundable deposit (\$282.50) on Rental Fee required to execute contract.
- 2.3 Non-refundable balance payment (\$282.50) on Rental Fee due on or before **July 28, 2014**.

3. EVENT RECONCILIATION

3.1 Additional Fees

3.1.1 The Licensee shall pay for all charges for materials, services and charges/fees in connection with the Event requested by the Licensee or determined necessary by the Licensor, and provided by the Licensor or the Licensor's contractors, at applicable rates. Said fees and charges shall be subject to a fifteen percent (15%) administration fee payable by the Licensee to the Licensor.

~~2/26/14~~

AAE PRINTING SERVICES

826 Wilson Ave  
Toronto, ON M3K1E5  
Tel: 416-636-9967

Email: lee@aaeprinting.com - Website: www.aaeprinting.com

2/26/2014	215

ANTHONY FERNANDO


Description	Qty	Rate	Amount
BUSINESS CARDS 4/4 CMYK UV GLOSS	1,000	0.04	40.00
LETTER HEADS COLOR ON 24LBS NAVIGATOR	600	0.20	120.00
8.5X11" B/W ON 10PT COVER YELLOW - 4 UP 2 SIDED B/W	150	0.35	52.50
6X11" 4/4 CMYK 14PT AQ GLOSS + PERFORATION	5,000	0.086	430.00
LETTERHEADS (CUSTOMER SUPPLIED PAPER) B/W	509	0.03	15.27
11X17" Donation forms 2 UP GREEN PAPER 20LBS 1 SIDED	250	0.13	32.50
REPRINT 8.5X11" B/W ON 10PT COVER YELLOW - 4 UP 2 SIDED B/W	70	0.35	24.50
LETTERHEADS PHOTOCOPIES B/W	100	0.04	4.00
HST (ON) on sales		13.00%	93.44
Thank you for your business.			\$812.21

**Michael Ceci**

November 9, 2014

**Bill To:**

**Anthony Fernando Campaign**

309-2772 Keele Street

North York, Ontario, M3M 0A3

Description		Amount
Return of wooden stakes.		
Number of large states rented	230	
Number of large states returned	210	
Lost stakes	20	
Charges on lost stakes	\$ 2.50	\$ 50.00
Total (CDN\$)		\$ 50.00



Agreement to Lease  
Commercial

Cheque 2

This Agreement to Lease dated this 7/31/2014 between

TENANT Anthony Fernando  
LANDLORD DirectTel.ca Inc.

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** The "Premises" consisting of approximately 400 square feet more or less of the "Building" known municipally as 951 Wilson Ave. #17 in the City of Toronto, in the Province of Ontario.

3. **TERM OF LEASE:** The Lease shall be for a term of 11 weeks commencing on the 15<sup>th</sup> of August, 2014, and terminating on the 1<sup>st</sup> of November, 2014.

4. **RENTAL:** At a rental of ~~\$2,500~~ \$ 2,000, plus G. S. T., for the lease period, payable in advance of August 15<sup>th</sup>. Sept 1st - Oct 31st 2014

5. **DEPOSIT AND PREPAID RENT:** The Tenant delivers herewith by negotiable cheque payable to DirectTel.ca Inc "Deposit Holder" in the amount of two-thousand and five hundred Canadian dollars (Can\$2,500) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord against the first and last month's rent and GST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's noninterest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

6. **ADDITIONAL TERMS** .....

11. **AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard preset portion hereof, the added provision shall supersede the standard preset provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

12. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

IN WITNESS whereof I have hereunto set my signature:

Anthony Fernando Anthony Fernando  
Printed Name

DATE: 7/31/2014

(Tenant or Authorized Representative)

.....  
Printed Name

DATE: \_\_\_\_\_  
(Witness)

I the Landlord hereby accept the above Offer, and agree that the commission together with applicable Goods and Services Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith. IN WITNESS whereof I have hereunto set my signature

[Signature] CORCY SHIRLEY  
Printed Name

DATE: 7/31/2014  
(Landlord or Authorized Representative)

[Signature] MILES MARIANO  
Printed Name

DATE: 7/31/2014  
(Witness)

**Mario Biasini**  
Promotion Depot Inc.  
240 Matheson Blvd. E.  
Mississauga, Ontario  
L4K 1X1

August 15, 2014

Anthony Fernando Campaign  
309-2772 Keele Street,  
North York, Ontario  
M3M 0A3

Attention Anthony Fernando,

Thank you for choosing Promotion Depot Inc. to design your volunteer t-shirts for the Taste of Downsvievw event.

I would like to make a personal contribution to your campaign in the amount of \$165, which I have discounted on your invoice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mario Biasini', with several overlapping strokes.

**Mario Biasini**



Promotion Depot Inc.  
 240 Matheson Blvd. E. Mississauga, Ontario L4Z 1X1  
 tel: 905.282.1200 fax: 905.282.9966 toll free: 1 866.419.1200

# INVOICE

NO: 52058

SHIP DATE: 08/15/2014

DATE: 08/15/2014

PAGE: 1 of 1  
 Re: Order No. 38920

SOLD TO: Anthony Fernando

SHIP TO: Anthony Fernando

HST: #R862166550

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	TAX CODE	UNIT PRICE	AMOUNT
	25		Taste of Downsview Tshirts, 2/2 silk screened	H	13.00	325.00
	1		Less discount from Mario	H	-165.00	-165.00
			H - HST 13%			
			HST			20.80
						180.80



Promotion Depot is a proud sponsor of SELF (Skills for Employment, Life and Family) formerly Peel Literacy Guild.

**PLEASE PAY →**

TERMS: Net 30 days. All orders are F.O.B our Mississauga Warehouse. PRODUCTS: All goods remain the property of Promotion Depot Inc. until payment is received in full. In the event of product defects or non-conforming goods, purchaser's sole remedy shall be the repair or replacement of those goods or, at Promotion Depot's option, a refund of the purchase price and purchaser shall not be entitled to any incidental, consequential, or special damages of any kind. OVERDUE ACCOUNTS: A 1.5% per month (18% per annum) will be charged on all overdue accounts. Customer also agrees to pay all legal fees and costs as incurred for the collection of the amount whether or not suit is instituted.

*Thank You For Your Business!*



**ODL DESIGNS**

creative thinkers

Unit 1—225A Lakeshore Road East, Mississauga, Ontario, L5G 1G8

TELEPHONE: 905.990.0086 / EMAIL: accounts@odl-designs.com

# Invoice

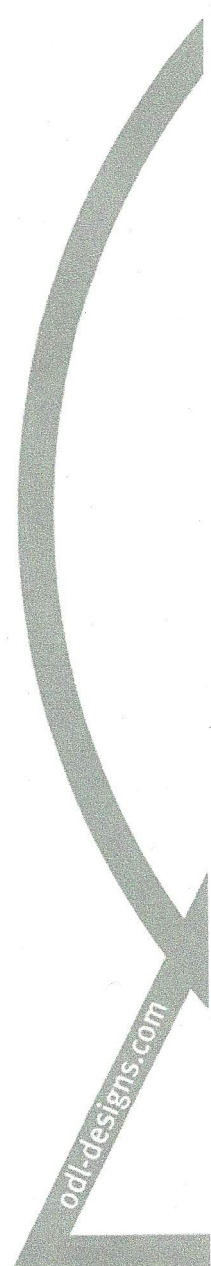
<b>Invoice To</b>
Anthony Fernando

<b>Date</b>	<b>Invoice #</b>
11/19/2014	3808

<b>P.O. No.</b>	<b>Terms</b>	<b>Due Date</b>
		11/19/2014

Qty	Description	Rate	Amount
11,500	Printing of Flyers, "Dont be fooled..." 8.5" x 14", 4/4, glossy 100lb stock	0.0913	1,049.95
11,500	10,000 originally ordered, 1500 additional pieces requested. Production of flyers, stamping with 18 different addresses, folding and boxing by location. HST (ON) on sales	0.05435	625.03
		13.00%	217.75

GST/HST No. 830756367	<b>Total</b>	<b>CAD 1,892.73</b>
	Payments/Credits	CAD 0.00
	<b>Balance Due</b>	<b>CAD 1,892.73</b>



invoice

# AAE PRINTING SERVICES

826 Wilson Ave  
Toronto, ON M3K1E5

Tel: 416-636-9967

Email: lee@aaeprinting.com

Web: www.aaeprinting.com

# Invoice

Date	Invoice #
10/21/2014	226

Invoice To
ANTHONY FERNANDO

Ship To

P.O. No.	Terms	Rep	Ship	Via	Project
			10/21/2014		

Quantity	Item	Description	Price Each	Amount
400	BI	PIZZA PARTY FLYERS 2 SIDED B/W ON 20LBS BOND HST (ON) on sales	0.08 13.00%	32.00 4.16
			<b>Subtotal</b>	\$32.00
			<b>Sales Tax Total</b>	\$4.16
			<b>Total</b>	\$36.16

1a. u for your business.

GST/HST No. 814071148

# AAE PRINTING SERVICES

826 Wilson Ave  
 Toronto, ON M3K1E5  
 Tel: 416-636-9967

Email: lee@aaeprinting.com Web: www.aaeprinting.com

# Invoice

Date	Invoice #
9/8/2014	200

Invoice To
ANTHONY FERNANDO



Ship To

P.O. No.	Terms	Rep	Ship	Via	Project
			9/8/2014		

Quantity	Item	Description	Price Each	Amount
20	BC	FLYERS DROPPERS WANTED ORDERED ON SEPT/08/2014	0.05	1.00
10	BC	MUAY THAI BOXING POSTERS 12X18 ORDERED ON SPET/10/2014	0.50	5.00
22	BC	SIGN TRACK AND FIELD ORDEED ON SEP/15/2014	0.05	1.10
37,500	BK	1. 15,000 - 14pt w AQ - 8x11" 2 SIDED - POLICY CARD	0.06933	2,599.87
		<i>P3</i> 2. 15,000 - 14pt w AQ - 8x11" 2 SIDED - COMPARE CARD		
		<i>D1</i> 3. 2,500 - 14pt w AQ- 8x11" 2 SIDED - SIGN LETTER		
		<i>P2</i> 4. 5,000 - 14pt w AQ- 6x11" 2 SIDED - APARTMENT CARD		
		HST (ON) on sales	13.00%	338.91

<b>Subtotal</b>	\$2,606.97
<b>Sales Tax Total</b>	\$338.91
<b>Total</b>	\$2,945.88

Thank you for your business.

Subject **MailChimp Invoice/Receipt**  
From MailChimp Billing <billing@mailchimp.com>  
To <anthony@intoconsult.ca>  
Date 2014-03-28 00:37



*MailChimp*

## Your order has been processed.

Your order was processed without a hitch! Here's the invoice for the order you placed on **Mar 28, 2014 01:36 am Eastern Time** for the account **Anthony1546**.



### Order details

**Invoice number** 2127973

**Purchase date** Mar 28, 2014 01:36 am Eastern Time

**Purchase description** Monthly charge for list size 2,801 to 5,000

**Purchase amount** \$50.00

**Purchase method** Visa card ending in 2013

**Billed to** **Anthony Fernando**  
Anthony1546  
Anthony Fernando Municipal Campaign  
1546 Fieldgate Drive Oshawa, Ontario L1K 2L5 Canada  
416-559-1269

# Downsview Residents

▼ hide billing statements

Total = 385.00

Date	Invoice Number	Amount	Description
10/28/2014	MC02816321	\$55.00	Monthly charge for list size 5,001 to 5,200 <i>POST E-DAY</i>
09/28/2014	MC02717005	\$55.00	Monthly charge for list size 5,001 to 5,200
08/28/2014	MC02618941	\$25.00	Monthly charge for list size 1,501 to 2,000
07/28/2014	MC02522041	\$50.00	Monthly charge for list size 2,801 to 5,000
06/28/2014	MC02426709	\$50.00	Monthly charge for list size 2,801 to 5,000
05/28/2014	MC02325433	\$50.00	Monthly charge for list size 2,801 to 5,000
04/28/2014	MC02227361	\$50.00	Monthly charge for list size 2,801 to 5,000
✓ 03/28/2014	MC02127973	\$50.00	Monthly charge for list size 2,801 to 5,000 <i>+ Paid on expense report 1</i>
02/28/2014	MC02040217	\$50.00	Monthly charge for list size 2,801 to 5,000

If a refund is required, it will be issued in the purchase currency for the amount of the original charge. [How are exchange rates calculated?](#)

## Payment information

Credit card number	Credit card type	Expiration
Card ending in 2013	Visa	08/2016