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DELIVERED VIA EMAIL AND FIRST CLASS MAIL

December 5, 2013

Morris Manning, Q.C.
Barristers at Law
337 Spadina Road
Toronto, ON M5P 2V5

Dear Mr. Manning:

Re: Formal Complaint of Brian Iler: Councillor Giorgio Mammoliti

I am writing to respond to the issues raised in your letter of October 11, 2013. Following a review of the submissions from both parties and for the reasons set out below, I have determined that my office has jurisdiction to conduct an inquiry in this matter pursuant to the *City of Toronto Act, 2006* ("COTA").

Position of Councillor Mammoliti

The first issue raised was that the complaint affidavit was not filed with the City Clerk but provided directly to the Office of the Integrity Commissioner. Councillor Mammoliti says that the complaint was therefore not "lawfully filed" in accordance with s. 2(1) of the Formal Complaint procedure in the *Code of Conduct Complaint Protocol for Members of Council* (the "*Complaint Protocol*").

The second issue arises from the affidavit and supporting material. The submission is that the materials do not amount to reasonable and probable grounds to conduct an inquiry. This is based on the fact that Mr. Iler, the complainant, does not have firsthand knowledge of the matters in the complaint, but relies on information obtained in media reports. Councillor Mammoliti relies upon jurisprudence from the Supreme Court of Canada (*Public School Boards Association of Alberta v. Alberta (Attorney General)*) for the proposition that a case based upon newspaper articles is not based on proper facts and is unfair where newspaper articles represent the opinion of individuals. The affidavit from Mr. Iler was characterized as being "filled with conjecture, supposition, unwarranted inferences and hearsay." A number of examples from the affidavit of Mr. Iler are provided in support of this characterization.

As a result, Councillor Mammoliti requests that the inquiry be terminated in accordance with s. 3(1) of the *Complaint Protocol*.

Response from Brian Iler

Mr. Iler was given an opportunity to respond to the request for termination of the inquiry. By letter dated October 24, 2013, a response was received raising policy and legal justifications for the Integrity Commissioner to proceed with an inquiry.

Mr. Iler notes that the wording of s. 160 of the ("COTA") provides for complaints by those who "have identified" behavior that may have contravened the *Code of Conduct for Members of Council* ("*Code of Conduct*"). It was submitted that it would be unduly restrictive to require any complainant to have personal knowledge of incidents that potentially breach the *Code of Conduct*.

In addition, the response made four overarching points:

1. The jurisdiction of the Integrity Commissioner arises from the COTA and the City of Toronto Municipal Code Chapter 3. The ability to conduct an inquiry is not limited by the *Complaint Protocol*. In any event, on the facts of this matter, it was submitted that the *Complaint Protocol* was followed.
2. The requirements of the formal process set out in the *Complaint Protocol* include a complaint in writing from an individual with reasonable and probable grounds in support. The affidavit of Brian Iler is said to have met these three requirements. The *Complaint Protocol* does not require direct knowledge of the matters alleged and in the course of an inquiry under the *Public Inquiries Act* 2009 which may apply on the election of the Integrity Commissioner to an inquiry, evidence may be relied upon that is considered "relevant and appropriate, whether or not the information would be admissible in a court." It was suggested that it would be absurd if a member of the public could not provide relevant and appropriate information that could be admissible in an inquiry itself. To put it another way, it would not make sense if the criteria for consideration to initiate an inquiry were more stringent than the criteria for consideration of information in making findings relevant to an inquiry.
3. The nature of "reasonable and probable grounds" was discussed in the submission on behalf of Mr. Iler. The case cited on behalf of Councillor Mammoliti, *Public School Boards Association of Alberta v. Alberta (Attorney General)* was distinguished on the basis that it does not deal with the standard involving reasonable and probable grounds and is in the context of an administrative inquiry. It was submitted that *Public School Boards* involves *Charter* litigation and the question of whether undisclosed newspaper reports can receive judicial notice as legislative facts in an application on appeal as fresh evidence to supplement the record. The documents produced by Mr. Iler from the media sources included an invitation and photographs which are submitted provide reasonable and probable grounds. Mr. Iler also referred to the application of the reasonable and probable grounds standard for initiating criminal proceedings based on information received from others.
4. Finally, Mr. Iler provided affidavit evidence that he had attempted to provide the complaint to the Office of the City Clerk with his complaint, but was directed by

the Office of the Clerk to provide the complaint directly to the Office of the Integrity Commissioner.

It was submitted that in the result, all requirements of the *Complaint Protocol* were met. In the alternative there has been no irregularity or limitation in the matter to date sufficient to decline jurisdiction to begin an investigation pursuant to the COTA.

Response from Councillor Mammoliti

Councillor Mammoliti provided a response on November 28, 2013. He submitted that the form of the affidavit and the *Complaint Protocol* require direct knowledge. He argues that this is a safeguard against inquiries that are based on "unsubstantiated newspaper reports" and to prevent frivolous and vexatious complaints.

Councillor Mammoliti takes the position that the *Public School Boards* case stands for the principle that reasonable and probable grounds cannot be found in newspaper articles.

Finally, the analogy to criminal proceedings was critiqued on the basis that police officers do not lay claim to reasonable and probable grounds based upon information found in newspaper articles.

Analysis

Sections 159 and 160(1) of the COTA provide:

Responsibilities

159. (1) The Commissioner is responsible for performing in an independent manner the functions assigned by city council with respect to the application of the code of conduct for members of city council and the code of conduct for members of local boards (restricted definition) and with respect to the application of any procedures, rules and policies of the City and local boards (restricted definition) governing the ethical behaviour of members of city council and of local boards. 2006, c. 11, Sched. A, s. 159 (1).

Powers and duties

(2) Subject to this Part, in carrying out these responsibilities, the Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by city council. 2006, c. 11, Sched. A, s. 159 (2).

Inquiry by Commissioner

160. (1) This section applies if the Commissioner conducts an inquiry under this Part,

- (a) in respect of a request made by city council, a member of council or a member of the public about whether a member of council or of a local board (restricted definition) has contravened the code of conduct applicable to the member; or

(b) in respect of a request made by a local board (restricted definition) or a member of a local board (restricted definition) about whether a member of the local board (restricted definition) has contravened the code of conduct applicable to the member. 2006, c. 11, Sched. A, s. 160 (1).

The Complaint Protocol includes:

1(1) A request for an investigation of a complaint that a member has contravened the Code of Conduct (the "complaint") shall be in writing.

1(2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).

1(3) A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened the Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.

For example, the complaint and supporting affidavit should include the name of the alleged violator, the provision allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

1(4) Staff of the City Clerk's division, who are commissioners for taking affidavits, are authorized to take the supporting affidavit.

1(5) Despite subsection (3), the Integrity Commissioner may waive the requirement for an affidavit when the request for an inquiry is from Council or a local board (restricted definition).

2 (1) The request shall be filed with the City Clerk who shall forward the matter to the Integrity Commissioner for initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code of Conduct and not covered by other legislation or other Council policies as described in subsection (3).

2(2) If the complaint does not include a supporting affidavit, the Integrity Commissioner may defer the classification until an affidavit is received.

3(1) If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.

Issue #1 Filing the Complaint

The direct filing of the complaint with this office rather than via the City Clerk's office does not affect the jurisdiction of the office to proceed with an investigation. The COTA is silent on the mechanics of making a complaint, although s. 159 does provide that an Integrity Commissioner is responsible for:

carrying out in an independent manner the functions assigned by city council with respect to the application of the code of conduct for members of city council and the code of conduct for members of local boards (restricted definition) and with respect to the application of any procedures, rules and policies of the City and local boards (restricted definition) governing the ethical behavior of members of city council and of local boards.

The procedures passed by City Council for ethical behavior of members includes the *Complaint Protocol*, excerpted above.

Subsection 2(1) provides that the request for an inquiry " shall be filed with the City Clerk who shall forward the matter to the Integrity Commissioner for initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the *Code of Conduct* and not covered by other legislation or other Council policies as described in subsection (3)." Subsection 1(4) notes that staff of City Clerk's office are authorized to take the supporting affidavit and identifies them as commissioners of oath for that function. The City Clerk's staff members play no substantive role in classifying a complaint. Their role is purely administrative.

In this case, an attempt was made to use the channels put in place for receiving a complaint. The affidavit supplied by Mr. Iler reveals that on the day the complaint was brought to the Office of the City Clerk, staff there redirected Mr. Iler's agent directly to the Office of the Integrity Commissioner. It would be unduly technical and contrary to the public interest to refuse to conduct an inquiry on the basis that the complaint in these circumstances was not transmitted by City Clerk's staff. There was no prejudice to the Member of Council in the manner in which the complaint was received in this office, given that his rights of response and reply are not engaged until the complaint is received at the Office of the Integrity Commissioner and classified in accordance with the *Complaint Protocol*. I find that even if the provisions of the *Complaint Protocol* cannot be said to have been strictly followed, that the irregularity in procedure does not affect the jurisdiction to consider the complaint on its merits.

Issue #2 The Grounds in Support of the Complaint

Both parties have made reference to the *Public School Boards Association of Alberta v. Alberta (Attorney General)* decision of the Supreme Court of Canada in 1999. This decision concerns a ruling on a motion to adduce fresh evidence at the final stages of an appeal to enlarge the factual record in the area of legislative fact on a constitutional issue. The material tendered in this case included tax committee reports, two opinion columns from the newspaper, a report from the Canada West Foundation, and a set of

statistics. A single member of the Court, Justice Binnie, provided his reasons on the proposed fresh evidence, which was tendered in support of the issues on the appeal to the Supreme Court of Canada. *Public School Boards* does not concern itself with either an interpretation of "reasonable and probable grounds" or with the threshold to be met at a preliminary stage of an investigative process. This is reflected in Binnie J.'s reasons at paragraph 11 in which he points out the following problems with the evidence tendered:

- It was unfair to the parties to lay a lot of material before the Court with a generalized explanation of its utility;
- The legislative fact evidence had a "direct bearing on the matters in dispute;"
- The legislative fact evidence was controversial;
- The applicant needed to be precise as to the use of the fresh evidence in order to allow counsel to determine a position.

The two media reports in *Public School Board* were opinion pieces according to Binnie J. who noted that the authors could not be cross-examined as to the underlying facts. This case is of limited utility in considering the issue posed at this stage of the complaint. It was decided in a different context and the information being tendered had to meet standards of evidence (albeit not as stringent as in the case of adjudicative facts¹ which do not apply at this stage or during an inquiry under the COTA, s. 160.

Recently, City Council considered a report that raised the issue at hand. On November 13, 14 and 15, 2013, Council unanimously adopted a finding in relation to a report of the Integrity Commissioner that included a discussion of whether or not an inquiry by the Integrity Commissioner could be initiated by way of information found in media reports. The recommendation to City Council was that it is an unreasonably high standard to equate reasonable and probable grounds with a complainant being required to witness the conduct alleged to constitute a breach. In every case, the threshold assessment will involve the nature of the information presented in support of the complaint, whether it is credible information, its source and the provision that is said to have been violated. Complaints based on information obtained in either traditional media or social media will not be rejected solely on that basis, nor will investigations proceed automatically on the basis of reports in the news media.

A copy of Council's decision and the report on which it was based is attached to this letter.

Here, the source of the information in support of the complaint in this case arose from media reports about an event held to raise money for Councillor Mammoliti on May 22, 2013 and organized by his son. Mr. Iler's affidavit includes a copy of a letter dated April 12, 2013 about the event, and an invitation that had been made available on the media website. The letter, addressed "Dear Friend" invited interested parties to purchase tickets at a price of \$5,000 for a table of ten. This document is neither opinion, nor

¹ See for example, *Danson v. Ontario (Attorney General)*, [1990] 2 S.C.R. 1086 at p. 1099 per Sopinka, J.)

speculation. An article published in by CBC news included a photograph of the Councillor identified as being taken at the event. A second article attached to the invitation quotes from a statement provided by Councillor Mammoliti which if accurate, appears to acknowledge that the fundraiser took place and that it was to celebrate his "recovery from my recent health concerns" and that the event was not in any way affiliated with campaign fundraising or campaign related solicitation."

The complaint thus provides information, documents and photographs as well as a reported statement from the Councillor via the media that supplies the requisite reasonable and probable grounds to conduct an inquiry under the *Complaint Protocol*. It is made by a named individual and alleges a breach of a specific provision of the *Code of Conduct*, Article IV (Gifts and Benefits).

Next Steps

The complaint was received by Councillor Mammoliti's lawyer on August 16, 2013. An extension of time was requested and granted in order to respond. The response was received October 11, 2013. The exchange of material on the preliminary issue took from October 11, 2013 to November 28, 2013, with another extension being requested and granted to counsel for Councillor Mammoliti.

In accordance with the *Complaint Protocol*, Councillor Mammoliti is requested to respond to the substance of the complaint by December 18, 2013.

Yours truly,

Janet Leiper
Integrity Commissioner

JL/ww

c. Counsel for Brian Iler

Attachment:

Integrity Commissioner Report to Council on Violation of Code of Conduct: Mayor Rob Ford – November 5, 2013



**INTEGRITY
COMMISSIONER REPORT
ACTION REQUIRED**

**Report To Council On Violation of Code of Conduct: Mayor
Rob Ford**

Date:	November 5, 2013
To:	City Council
From:	Integrity Commissioner
Wards:	All
Reference Number:	

SUMMARY

A citizen complained that Mayor Ford contravened Article VI (Use of City Property, Services and Other Resources) in mailing requests for donations to his personal charitable foundation to two registered lobbyists and the President of the Canadian National Exhibition Association (the “CNE”).

An investigation was conducted and confirmed that City property was used to create a mailing requesting private donations. However, it also became clear that the Mayor has ceased to use City property for personal fundraising. As a result, although this report recommends that Council find that Mayor Ford contravened Article VI (Use of City Property, Services and Other Resources) of the *Code of Conduct for Members of Council* (“*Code of Conduct*”) it recommends that no sanction be imposed because the Mayor has followed all advice provided and acted accordingly.

RECOMMENDATIONS

The Integrity Commissioner recommends that:

1. Council adopt a finding that Mayor Ford breached Article VI of the *Code of Conduct*.
2. Council impose no sanction or take any other action under the *Code of Conduct*.

Financial Impact

This report will have no financial impact on the City of Toronto.

DECISION HISTORY

On March 5, 2013, a citizen ("the complainant") filed a complaint with the Office of the Integrity Commissioner pursuant to the *Code of Conduct Complaint Protocol for Members of Council* (the "*Complaint Protocol*") and section 160 of the *City of Toronto Act, 2006*.

An investigation was conducted into the complaint. This is a report on that complaint in accordance with the *Complaint Protocol* and section 162(3) of the *City of Toronto Act, 2006*.

ISSUE BACKGROUND

The Initiating Complaint

On March 5, 2013, a formal complaint was made that Mayor Ford had solicited donations to the Rob Ford Football Foundation (the "Foundation") from two registered lobbyists and from the President of the CNE. The complaint alleged a breach of Article VI (Use of City Property, Services and Other Resources) of the *Code of Conduct*.

Identification of a Preliminary Issue

A copy of the complaint was provided to Mayor Ford who responded by letter dated April 25, 2013. In his reply, Mayor Ford asserted that the complaint was based entirely on published media reports which rely, in part, on anonymous sources and contained no first-hand documentary evidence. The Mayor's letter went on to confirm that:

- The Foundation attempts to remove registered lobbyists from its mailing lists and has undertaken to improve its process for doing so.
- The Foundation makes every reasonable attempt to return donations from registered lobbyists if they are received in error.

The Mayor also said that there was no evidence of any personal benefit, or any personal financial gain for use or sale of City developed intellectual property that is the property of the City of Toronto. The Mayor wrote that the complaint was "unfounded, unsubstantiated and without merit."

A copy of the response was provided to the complainant, who responded that the media article had quoted from two named recipients of the Foundation's solicitation letter, the registered lobbyist had confirmed active lobbying, and expressed concerns about the sending of letters to people who have dealings with the City. The other person quoted in the media said it was "awkward because if you're doing business with the city in any fashion, do you feel a sense of obligation?" In addition, in relation to the unnamed lobbyist who had reportedly received a letter, the complainant noted that that person did not want to be identified for "fear of alienating the Ford administration."

The Preliminary Issue

The preliminary issue is whether or not information obtained via the media can provide reasonable and probable grounds for an investigation under the *Code of Conduct*. In order to consider this question, I reviewed the news report, dated February 28, 2013.¹ The complainant had accurately quoted from the report and the two individuals quoted were named. In addition, a photograph accompanying the article showed a partial piece of letterhead from the Rob Ford Football Foundation, with a photograph of the Mayor on the upper right hand corner. A copy of the envelope behind the letter reveals a sticker with the name "Mr. Rob Ford" over a return address that is not a City Hall address.

The *City of Toronto Act, 2006* allows any member of the public to request the Integrity Commissioner conduct an inquiry into whether a member of Council has contravened the *Code of Conduct*. The procedure for making a formal complaint is found within the *Complaint Protocol*. A copy of the *Complaint Protocol* is attached to this report.

Under Part B, 1(3) of the *Complaint Protocol*, the complaint must include "reasonable and probable grounds for the allegation that the member has contravened the *Code of Conduct* and include a supporting affidavit which sets out the evidence in support of the complaint." The provisions state that the material should include the provisions said to have been violated, the facts that constitute the alleged contravention, and contact information for the complainant and witnesses.

Reasonable and probable grounds generally have been interpreted in the criminal law context to mean that there are both subjective and objective grounds to support the laying of a charge.² Reasonable and probable grounds may be based on information that has been learned from other credible sources. A complainant need not have personally witnessed the conduct, nor "prove" that there has been a breach of the *Code of Conduct* in order to meet the threshold under the *Complaint Protocol*.

In this case, I found that there were reasonable and probable grounds as required by the *Complaint Protocol*. The media report referenced in the affidavit was accurately described. The report named identifiable individuals and included a photograph of the letter in question. Fundraising outreach to people with connections to the City of Toronto raised a live issue about whether City resources were employed in the fundraising letters. There is no reason to refuse to investigate a complaint that is based on information available via the media or other electronic means, for example on social media. Instead, all the circumstances will be evaluated in each case to determine whether the threshold has been reached. In this case, I found the threshold had been met.

A request for an investigation should not be held to such a high standard that a barrier is created to investigating *Code of Conduct* matters. In considering the threshold for an

¹ "Mayor Rob Ford still asking lobbyists to donate to his football foundation"

http://www.thestar.com/news/city_hall/2013/02/28/mayor_rob_ford_still_asking_lobbyists

² *Regina v. Storrey*, 1990 CanLII 125 (SCC); 53 CCC (3d) 316; 75 CR (3d) 1; 47 CRR 210; 370 AC 161 (Supreme Court of Canada)

investigation, a number of observations are appropriate. If the threshold is set too high, the public interest could be stymied in enforcing City Council's standards. There are safeguards in place to protect the reputations of members of Council: the Complaint Protocol permits the Integrity Commissioner to discontinue an investigation where it becomes apparent that there are insufficient grounds.³ Where an investigation is completed, the Integrity Commissioner may dismiss the complaint and need not make the matter public, unless exceptional circumstances require a report to Council.⁴ Finally, there is the ability of the member to make representations on whether there has been a breach of the *Code of Conduct*.⁵

This does not mean that every media report will give rise to the objective component that can support the initiation of an investigation. The requirement of reasonable and probable grounds must be interpreted in relation to the specific material and information that accompanies each complaint. This will ensure ongoing confidence by the public, City Council and members of Council that potential breaches will be examined in accordance with the process put in place by Toronto City Council, and with adequate safeguards in place to ensure that unfounded allegations are dealt with appropriately.

Investigation

As a result of the determination that the complaint was within jurisdiction and provided sufficient grounds to investigate, the following investigative steps were taken:

- Review of affidavit and media article referred to in support of the complaint;
- Review of response from Office of the Mayor;
- Meeting with recipients of requests for donations;
- Interviews with selected donors;
- Review of copies of letters of request for donations;
- Meetings with former and current members of staff, Office of the Mayor;
- Requests from City regarding City resources, software for constituency management and training for staff on the software;
- Meetings with the Mayor;
- Collection of information concerning donations to the Foundation during the relevant time period;
- Search of the Lobbyist Registry.

The two persons named in the media report of February 28, 2013 confirmed receipt of the fundraising letters, confirmed the accuracy of their comments reported in the media, and provided copies of the letters they had received.. The letters appeared to match the photograph that formed part of the media report and the letters asked for donations to the Foundation. The letters were on Foundation letterhead and a private return address on a

³ *Complaint Protocol*, s. 3(1).

⁴ *Complaint Protocol*, s. 6(3).

⁵ *Complaint Protocol*, s. 4(3).

sticker was attached to the envelope. One letter was received on January 28, 2013. The other was received in and around early 2013. Neither of the recipients interviewed made donations or corresponded with the Foundation on receipt of the letter of request.

How Was the Mailing Prepared?

A number of members of the Mayor's staff were interviewed.⁶ Staff members confirmed that a mailing was sent out in late December 2012 or in January 2013, prior to the ruling of the Divisional Court in proceedings involving the Mayor under the *Municipal Conflict of Interest Act*.⁷ There was some feeling of urgency to the task: the Mayor asked a number of members of staff to "do as many as they could" before leaving the office that day. Although this was not the first such mailing sent by his staff for donations, it later became clear it was the last.

The mailing was prepared in the Mayor's boardroom at City Hall beginning in the late afternoon and into the evening hours. The stationery was available in the office: it was kept in a cabinet by a desk occupied by a staff member.

The names and addresses of the recipients for the mailing were obtained by way of access to a database which was developed for members of Council and is used by the Office of the Mayor for constituency management (the "Constituency Database"). The Constituency Database manages contacts between elected officials and their constituents by capturing contact information, ward issues identified by constituents and responses from staff. The Constituency Database also contains tools that facilitate mass communication by e mail to inform constituents about developments on issues of greater interest in the ward.

A number of staff members in the Office of the Mayor were trained on the use of the Constituency Database by the City Clerk's Office. The Constituency Database was used to prepare the mailing list for the January 2013 mailing on behalf of the Foundation. A staff member made up the mailing labels by importing information from the Constituency Database into an Excel spreadsheet and from there into a mail merge program in a Microsoft Word program. The number of recipients was estimated at between 500 -1000 persons.

Staff "visually" excluded any known lobbyists from the mailing list. One staff member recalled printing out a copy of registered lobbyists from the City database and removing some names after checking against the list. There was no cross-check with the Office of the Lobbyist Registrar in advance of the mailing. A staff member commented that we "did our best" but acknowledged that names might have been missed. There was no check for City appointees, contractors or staff. The Office of the Integrity Commissioner did not receive any request for advice prior to the mailing, although such a request was made by staff after the matter became public, and a discussion took place with senior staff from the Office of the Mayor at that time about how to ensure future compliance with the *Code of Conduct*.

⁶ This includes both former and present staff members in the Office of the Mayor.

⁷ The decision of the court was released on January 25, 2013.

Some members of the Mayor's staff reported discomfort about working on this mailing. After it was revealed that lobbyists received requests for donations, a senior staff member asked some of those who assisted with the mailing whether or not a "lesson" had been learned from a prior report to Council about refraining from asking lobbyists for donations.

As part of this investigation, the question of whether lobbyists had donated to the Foundation after the mailing was sent out was considered. Foundation records revealed that during the relevant time period there did not appear to have been any donations made directly by lobbyists or clients of lobbyists.

A number of donors who made donations to the Foundation did have relationships with the City of Toronto. A donation for \$1,000.00 came from a development corporation which had been the subject of multiple Ontario Municipal Board and Committee of Adjustment applications involving the City of Toronto on a project that is in its final stages. Another company with a number of ongoing contracts with the City of Toronto made a donation in mid-January 2013. A vendor of record with the City of Toronto made a \$400.00 donation in March of 2013. Two individual donors were connected by appointment or employment to City of Toronto agencies, boards and commissions. These donors confirmed their donations and said that they saw these donations as purely personal in nature.

At the meetings with Mayor Ford to review these findings, he acknowledged he had come a "long way" on this issue. This was apparent from his written reply to the complaint which confirmed that efforts are made to avoid requesting donations from lobbyists and that if donations are received "in error" that these will be returned. The work of the Foundation has been moved off-site to other premises.

The information provided by all witnesses is that this mailing was the last to emanate from the Mayor's office at City Hall. City resources and staff are no longer involved in sending out requests for donations. In addition, Mayor Ford confirmed his intention to avoid contacting lobbyists for donations.

FINDINGS AND APPLICATION OF THE CODE OF CONDUCT

The complaint in this matter is that Mayor Ford improperly used City property to conduct a mailing for his private charitable Foundation, contrary to Article VI of the *Code of Conduct*.

Article VI reads as follows:

VI. USE OF CITY PROPERTY, SERVICES AND OTHER RESOURCES

No member of Council should use, or permit the use of City land, facilities, equipment, supplies, services, staff or other resources (for example, City-owned materials, websites, Council transportation delivery services and member of Council expense budgets) for activities other than the business of the Corporation. Nor should any member obtain personal financial gain from the use or sale of City-developed intellectual property (for example, inventions, creative writings and

drawings), computer programs, technical innovations, or other items capable of being patented, since all such property remains exclusively that of the City.

The investigation into the complaint revealed that in late 2012 or early 2013, Mayor Ford asked members of his staff to prepare a mailing requesting donations to his Foundation. The materials for the mailing were stored in the Office of the Mayor, the mailing was prepared in the Mayor's boardroom and the addresses were obtained from City supplied software and with names of stakeholders and constituents gathered during the operations of the Office of the Mayor. This software was created by the City of Toronto for constituency management and staff members were trained on the use of the software for their duties for the Mayor.

I find that the use of City facilities, in the form of the office facility, software and trained staff support in January 2013 for a private fundraising mailing breached Article VI of the *Code of Conduct*.

There are two additional concerns with the nature of this fundraising mailing. The first is with the inevitable possibility of politician outreach for private donations to developers, City appointees, lobbyists, and City suppliers of services when using data obtained from work for the public. The constituent management system is provided to Members of Council for serving the public and is a City resource that is not to be accessed for private fundraising appeals. There is always the potential for the appearance that donations are being made because of the influence of the office of the elected member of Council, rather than solely for the good of the cause. This confusion was referred to in the media commentary around this issue in which one person interviewed described the request as "awkward." In some cases, it may have no impact. In others it may feel coercive or a necessary part of doing business with the administration. It is significant that the Mayor has moved his private fundraising "off-site" completely and will ensure that his private fundraising efforts will be handled external to City Hall. This will prevent future use of City resources and these additional concerns with private fundraising by public officials.

During our conversation, the Mayor raised the question of how to make sure that lobbyists are not inadvertently included in any further private fundraising efforts. We discussed the availability of the Office of the Lobbyist Registrar to assist his Foundation with searches and navigating the Lobbyist Registry. All steps should be taken to ensure that no donation requests are made to registered lobbyists. Advice was provided on avoiding sending mailings to City suppliers and contractors. This protects the Mayor, the lobbyists/suppliers and the clients of lobbyists. It also demonstrates to the public that there is no connection between donations and successful lobbying or contracting outcomes at City Hall.

In the result, I do not recommend any further sanction. According to all interviewees and the Mayor, this particular mailing was the last in which City resources were employed. The Mayor responded early in the matter through senior staff who requested and received advice on compliance with the *Code of Conduct*. The activities of the Foundation have been moved off-site. The Mayor has agreed to refrain from using City resources for personal fundraising activities. His willingness to accept this advice and to comply with the

Code of Conduct is a mitigating factor in assessing sanction which I commend to Council. I recommend that Council recognize efforts made by members to receive and accept advice and to modify their actions accordingly.

Conclusion

The *Code of Conduct* prohibits Members of Council from using City resources for any purposes other than City business. A clear boundary must be kept between the Mayor's public duties and his private fundraising. The public must be confident that the relationships between elected officials and suppliers, developers and lobbyists are clear and transparent.

City Council is therefore asked to adopt a finding that there has been a breach of the *Code of Conduct* but impose no sanction or take other action.

CONTACT:

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Phone: 416-397-7770; Fax: 416-696-3615
Email: jleiper@toronto.ca

SIGNATURE

Original Signed

Janet Leiper
Integrity Commissioner

JL/ww

Attachment: *Code of Conduct Complaint Protocol for Members of Council*

Attachment 1

CODE OF CONDUCT COMPLAINT PROTOCOL FOR MEMBERS OF COUNCIL

AUTHORITY:

Historic

- (1) Clause No.4 of Report No.2 of the Policy and Finance Committee, March 1, 2 and 3, 2004 as amended by:
 - (a) Clause No.1 of Report No.3 of the Policy and Finance Committee, held on April 25, 26 and 27, 2006; Item CC2.5 as adopted and amended by Council at its meeting held on February 5, 6, 7 and 8, 2007; Item CC11.8 as adopted by Council at its meeting held on July 16, 17, 18 and 19, 2007; and
 - (b) Notice of Motion M148, as adopted by Council at its meeting held on October 22 and 23, 2007.
- (2) This Complaint Protocol for Members of Local Boards (Restricted Definition), Including Adjudicative Boards, was amended and adopted by City Council on July 15, 16 and 17, 2008 (2008 EX22.6, as amended by Council), as amended by.
 - (a) Item EX40.2, as adopted by Council at its meeting held on February 22 and 23, 2010.

Current

- (3) This Code of Conduct Complaint Protocol for Members of Council, was amended and adopted by City Council on October 2, 3 and 4, 2012:

Item CC26.4 as adopted by Council to reflect amendments to the *Public Inquiries Act, 2009*, S.O. 2009, c. 33, Sch. 6 and to reflect Council Amendments to the Constituency Services and Office Budget Policy (formerly the "Councillor Expense Policy") made on July 11, 12 and 13, 2012 (Item EX21.9).

PART A: INFORMAL COMPLAINT PROCEDURE

Individuals [for example, City employees, members of the public, members of Council or local boards (restricted definition)], or organizations [including local boards (restricted definition)] who have identified or witnessed behaviour or an activity by a member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the "Code of Conduct") may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the member that the behaviour or activity contravenes the Code of Conduct;
- (2) encourage the member to stop the prohibited behaviour or activity;
- (3) keep a written record of the incidents including dates, times, locations, other

- persons present, and any other relevant information;
- (4) tell someone else (for example, a senior staff member or an officer of the organization) about your concerns, your comments to the member and the response of the member;
 - (5) if applicable, confirm to the member your satisfaction with the response of the member; or, if applicable, advise the member of your dissatisfaction with the response; and
 - (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

Individuals and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code of Conduct. With the consent of the complaining individual or organization and the member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

Municipal pre-election period limitation

If an informal complaint is brought to the attention of the Integrity Commissioner during the pre-election period described in subsection 1(6) of Part B, the Integrity Commissioner may only participate in the informal process after the pre-election period has ended.

PART B: FORMAL COMPLAINT PROCEDURE: Integrity Commissioner

Statutory Authority:

Under section 160 of the *City of Toronto Act, 2006*, City Council (“Council”), a member of council or a member of the public may request the Integrity Commissioner to conduct an inquiry about whether a member of council or of a local board (restricted definition) has contravened the *Code of Conduct for Members of Council and Local Boards (Restricted Definition)* (the “Code of Conduct”).

Requests for Inquiries s.1

- | | |
|-----------|---|
| Complaint | <ol style="list-style-type: none"> 1. (1) A request for an investigation of a complaint that a member has contravened the Code of Conduct (the “complaint”) shall be in writing. (2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization). (3) A complaint shall set out reasonable and probable grounds for the allegation that the member has |
|-----------|---|

contravened the Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.

For example, the complaint and supporting affidavit should include the name of the alleged violator, the provision allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

- (4) Staff of the City Clerk's division, who are commissioners for taking affidavits, are authorized to take the supporting affidavit.
- (5) Despite subsection (3), the Integrity Commissioner may waive the requirement for an affidavit when the request for an inquiry is from Council or a local board (restricted definition).

Municipal
Pre-election
Period Limitation

- (7) In a municipal election year, a code of conduct complaint respecting a member who is seeking re-election may not be filed with the City Clerk during the period starting on Civic Monday (August 1 in 2010) and ending when a new City Council is deemed organized under section 185 of the City of Toronto Act 2006.

[Note: Deemed organization

185. A new city council is deemed to be organized after a regular election or after a by-election under section 211 when the declarations of office under section 186 have been made by a sufficient number of members to form a quorum.]

Initial Classification by Integrity Commissioner s. 2

File with Clerk

- 2. (1) The request shall be filed with the City Clerk who shall forward the matter to the Integrity Commissioner for initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code of Conduct and not covered by other legislation or other Council policies as described in subsection (3).

Deferral

- (2) If the complaint does not include a supporting affidavit, the Integrity Commissioner may defer the

classification until an affidavit is received.

No Jurisdiction

- (3) If the complaint, including any supporting affidavit, is not, on its face, a complaint with respect to non-compliance with the Code of Conduct or the complaint is covered by other legislation or a complaint procedure under another Council policy, the Integrity Commissioner shall instruct the City Clerk to advise the complainant in writing as follows:
- (a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;
 - (b) if the complaint on its face is with respect to non-compliance with the *Municipal Conflict of Interest Act*, the complainant shall be advised to review the matter with the complainant's own legal counsel;
 - (c) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City's Director of the Corporate Access and Privacy office;
 - (d) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure; and
 - (e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

Reports

- (4) The Integrity Commissioner may report to Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner.

- (5) The Integrity Commissioner shall report annually to Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

Integrity Commissioner Investigation ss. 3 – 9

Refusal to
Conduct
Investigation

3. (1) If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.
- (2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Council on any complaint described in subsection (1) except as part of an annual or other periodic report.

Investigation &
Settlement

4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and may attempt to settle the complaint.

*Public Inquiries
Act*

- (2) Under subsection 160(2) of the *City of Toronto Act, 2006*, the Integrity Commissioner may elect to investigate a complaint by exercise of the powers of a commission under sections 33 and 34 of the *Public Inquiries Act*.
- (3) When the *Public Inquiries Act* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act*, the provision of the *Public Inquiries Act* prevails.
5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act*.

- (a) serve the complaint and supporting material upon the member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten days; and
- (b) serve a copy of the response provided upon the complainant with a request for a written reply within ten days.

Access

- (2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 160(3) and (4) of the *City of Toronto Act, 2006*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.

Opportunity to Comment

- (3) The Integrity Commissioner shall not issue a report finding a violation of the Code of Conduct on the part of any member unless the member has had reasonable notice of the basis for the proposed finding and any recommended sanction and an opportunity either in person or in writing to comment on the proposed finding and any recommended sanction.

Interim Reports

- (4) The Integrity Commissioner may make interim reports to Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during the investigation.

Final Report

- 6. (1) The Integrity Commissioner shall report to the complainant and the member generally no later than 90 days after the making of the complaint.
- (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Council outlining the findings, the terms of any settlement, or recommended corrective action.
- (3) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Council except as

part of an annual or other periodic report.

Lawful Recommendations	(4) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behaviour or activity does not continue.
Member not Blameworthy	7. If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.
Copies	8. The City Clerk shall give a copy of the report to the complainant and the member whose conduct is concerned.
Report to Council	9. The City Clerk shall process the report for the next meeting of Council

Council Review; Costs ss. 10 – 12

Duty of Council	<p>10.(1) Council shall consider and respond to the report within 90 days after the day the report is laid before it.</p> <p>(2) In responding to the report, Council may vary a recommendation that it impose a penalty, subject to subsection 160(5) of the <i>City of Toronto Act, 2006</i>, but shall not refer the recommendation other than back to the Integrity Commissioner.</p>
Payment of Costs	<p>11. (1) Subject to this section and Council's policy on office expense budget use, claims for reimbursement by a member of Council for costs under this section shall be processed under the <i>Indemnification Policy for Members of Council</i>.</p> <p>(2) A complainant and a member who are parties to a complaint under this procedure shall each be reimbursed for actual and reasonable legal and related expenses up to a maximum of:</p>

- (a) \$5,000; or
 - (b) \$20,000, if the Integrity Commissioner has elected to investigate the complaint by exercise of the powers of a commission under Parts I and II of the *Public Inquiries Act*.
- (3) In the case of an application under the *Judicial Review Procedure Act* for judicial review of actions taken on a complaint against a member of council by the Integrity Commissioner, Council :
- (a) where a member made the judicial review application, the member is eligible for reimbursement of legal costs, including additional legal costs in a successful application, that are not covered by the costs awarded by the court, up to a maximum of \$20,000.
 - (b) a member may apply for reimbursement of the legal costs of intervention in a judicial review application where the member's interests are at stake, up to a maximum of \$20,000.
- (4) Council may consider the reimbursement of costs above the limit in subsections (2) and (3) on a case by case basis.
- (5) Costs may be provided in advance in an investigation, if the Integrity Commissioner is of the opinion that the use of a lawyer by one or more of the parties would facilitate the carrying out of the investigation, and subsections (6) and (7) do not apply to the advance costs paid under this subsection.
- (6) Costs shall only be reimbursed under this section to the complainant, if the Integrity Commissioner concludes that the complaint is not frivolous, vexatious or made in bad faith and the Integrity Commissioner's conclusion is not overturned on judicial review.
- (7) Costs shall only be reimbursed under this section to

the member:

- (a) if the Integrity Commissioner concludes that there has been no contravention of the Code of Conduct by the member or that the member is not blameworthy as described in section 7, and the Integrity Commissioner's conclusion is not overturned on judicial review; or
- (b) where Council receives the Integrity Commissioner's report on a violation and determines that it should not take any action.

(8) Any award of costs under subsection (7) shall be contingent on a report from the City Solicitor in consultation with the Integrity Commissioner.

Confidentiality

12.(1) A complaint will be processed in compliance with the confidentiality requirements in sections 161 and 162 of the *City of Toronto Act, 2006*, which are summarized in the following subsections.

- (2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding or in accordance with the provisions of Part V of the *City of Toronto Act, 2006*.
- (3) All reports from the Integrity Commissioner to Council will be made available to the public.
- (4) Any references by the Integrity Commissioner in an annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.
- (5) The Integrity Commissioner in a report to Council on whether a member has violated the Code of Conduct shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.



Tracking Status

- [City Council](#) adopted this item on November 13, 2013 without amendments.

City Council consideration on November 13, 2013

CC41.3	ACTION	Adopted		Ward:All
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Report To Council On Violation of Code of Conduct: Mayor Rob Ford

City Council Decision

City Council on November 13, 14, 15 and 18, 2013, adopted the following:

1. City Council adopt a finding that Mayor Ford breached Article VI of the Code of Conduct.
2. City Council impose no sanction or take any other action under the Code of Conduct.

Background Information (City Council)

(November 5, 2013) Report from the Integrity Commissioner on Violation of Code of Conduct: Mayor Rob Ford (CC41.3)
<http://www.toronto.ca/legdocs/mmis/2013/cc/bgrd/backgroundfile-63476.pdf>

Motions (City Council)

Motion to Adopt Item (Carried)

Vote (Adopt Item)

Nov-14-2013 6:54 PM

Result: Carried	Majority Required - CC41.3 - Adopt the item
Yes: 34	Paul Ainslie, Maria Augimeri, Michelle Berardinetti, Shelley Carroll, Raymond Cho, Josh Colle, Gary Crawford, Vincent Crisanti, Janet Davis, Mike Del Grande, Frank Di Giorgio, Sarah Doucette, John Fillion, Paula Fletcher, Mary Fragedakis, Mark Grimes, Mike Layton, Chin Lee, Peter Leon, Josh Matlow, Mary-Margaret McMahon, Joe Mihevc, Peter Milczyn, Ron Moeser, Frances Nunziata (Chair), Cesar Palacio, John Parker, James Pasternak, Gord Perks, Anthony Perruzza, Jaye Robinson, Karen Stintz, Adam Vaughan, Kristyn Wong-Tam
No: 0	
Absent: 11	Ana Bailão, Glenn De Baeremaeker, Doug Ford, Rob Ford, Norman Kelly, Gloria Lindsay Luby, Giorgio Mammoliti, Pam McConnell, Denzil Minnan-Wong, David Shiner, Michael Thompson

Declared Interests (City Council)

The following member(s) declared an interest:

Mayor Rob Ford - as the Item is about him.

SCHEDULE "A"

On or around April 2, 2013 Councillor Mammoliti was admitted to St. Michaels Hospital for what was believed to be a side effect from a surgery he was recovering from that took place a few days prior. The suspected side effect turned out to be a life threatening condition. Councillor Mammoliti remained in the hospital until around April 12, 2013. During that time he underwent a series very invasive neurosurgeries, four in total, including an approximate 4 inch diameter open brain surgery. He was told the recovery time for the surgeries he underwent was a minimum of one year. He was also told that he would suffer short term memory loss for an average of 8 weeks, that it would take his body approximately 6 months just to be relieved of all the medications and anesthetic and that he should be moving forward in his recovery knowing that he was still heavily medicated and the effects could surface any time during this period. A few days after being released, Councillor Mammoliti was re-admitted to the hospital for seizures and remained in the hospital for an additional period of time.

The letter issued by Councillor Mammoliti's [] was done so while he was in the hospital. He, as Councillor Mammoliti's [] took the initiative to reach out to friends and family and host a dinner dedicated to Councillor Mammoliti's life and recovery. His choice for a handful of the words used that you take issue with are those of a [] wanting to do something nice for [] As stated in the media previously, this was not a fundraiser for political or campaign purposes.

Councillor Mammoliti's knowledge of the circumstances surrounding the event is limited. He did not come to even know of it until sometime after being released from the hospital the second time; and due to the short term memory loss he was suffering, his recollection of anything several months following his surgery was and still remains limited.



Integrity Commissioner, City of Toronto

REQUEST FOR INFORMATION: COUNCILLOR G. MAMMOLITI PURSUANT TO S. of the COTA, 2006, the Code of Conduct for Members of Council and the Complaint Protocol for Members of Council

RE: The Event of May 22, 2013 at the [REDACTED] in Honour of Councillor Giorgio Mammoliti

The letter of invitation to the event held on May 22, 2013 for Councillor Mammoliti provided contact information for [REDACTED] a member of the Councillor's staff.

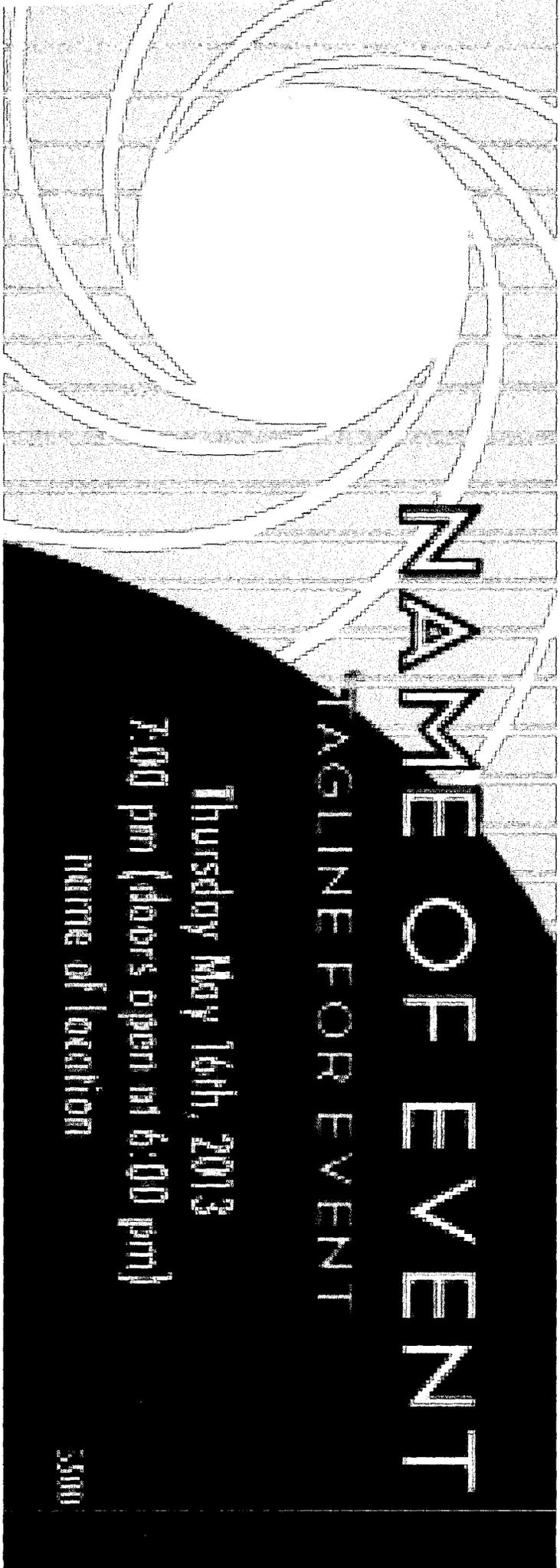
1. Did the Councillor authorize this event? What role did the Councillor have in relation to this event?
2. What duties/responsibilities did [REDACTED] have in organizing the event? Did any of the Councillor's staff have duties/responsibilities for assisting with this event?
3. Who decided on the guests to be invited? Did Councillor Mammoliti issue any invitations or give instructions for who should be invited? If so, please could you say who were invited at his request?
4. [REDACTED] signed the invitation letter, but it mentions [REDACTED] for rsvp purposes: how and why was [REDACTED] named as the person to rsvp to? What role did [REDACTED] play in organizing the event?
5. Part of the letter of invitation reads: *"Rest assured any contributions made will not be in any way a conflict. We have obtained legal council [sic] and opinion to help guide my father through this fund raising process and eliminate any possible conflicts or code of conduct issues."* Does the Councillor have knowledge as to what this reference means?
6. Is the Councillor saying that the May 22 event complied with the Gifts and Benefits of the *Code of Conduct for Members of Council*? If so, please provide details for this reasoning.
7. Did staff involvement comply with the Use of City Resources provisions of the Code of Conduct for Members of Council?
8. Were any of the guests also lobbyists to the Councillor's knowledge? Had he been lobbied by any of the guests at the event or was he lobbied afterward by any of the guests at the event? Did the May 22 event comply with the Councillor's responsibilities respecting lobbyists?
9. How was the event funded? Was there money left over after expenses? Did the Councillor receive any of this money? How and when was it paid?

10. After the complaint was filed, did the Councillor take any steps to inform himself of the details of the event that he did not have at the time it was organized? What steps were taken?
11. Please provide any documents, communications, cancelled cheques, invoices, invitations, memos, notes or any other written or electronic communications that relate to this event in the Councillor's possession or control.

Description of Redacted copies of cheques

Cheque from: [Event Company]
Payable to: [Giorgio Mammoliti]
Cheque no. 019
Date of cheque: May 23, 2013
Amount: \$40,000
Re: Gift
Signed by: [Partner 1]

Cheque from: [Event Company]
Payable to: [Giorgio Mammoliti]
Cheque no. 023
Date of cheque: May 30, 2013
Amount: \$40,000
Re: Gift
Signed by: [Partner 1]



NAME OF EVENT

TAGLINE FOR EVENT

Thursday May 16th, 2013

7:00 pm (doors open at 6:00 pm)

name of location

5.00

GIORGIO MAMMOLITI

Fundraiser dinner

11/11/11



From: [A]
Sent: April-10-13 3:45 PM
To: [A]
Cc: [C]
Subject: Letter for Fundraiser ([Relative])

Hey [C] - can you give a review of this. It's now coming from [Relative]. Let me know your thoughts, if it sounds too flowery, etc....thanks!

Dear Friend,

On behalf of my entire family, I want to first and foremost thank you for your continued support toward's [redacted], Giorgio Mammoliti over the years.

This term of office has come with unprecedented challenges for the administration to deal with. These challenges have been driven by a group of individuals who's political agenda is to distract the administration from the path we all believe so strongly in, and the path we elected our officials to pursue on behalf of us, the City of Toronto.

In this term of office, the Ford administration has worked tirelessly to bring respect to the tax payers by reducing taxes, reducing the size of government and implementing strategies that will take Toronto into the future that we all believe Toronto can and should be.

[Giorgio Mammoliti's] continued dedication to the Mayor and the Administration has also come at price, making him and our family the subject of political and personnel attacks on numerous occasions. These unfounded, unjust attacks have taken their toll on him financially, his office staff and my family on a personal level.

I am seeking your support for [Giorgio Mammoliti] so he can continue to fight the good fight at Toronto City Hall and not be held back by the financial burdens these attacks have brought.

It is my hope that you can join my family, myself and [redacted], Giorgio Mammoliti on May 16th, 2013 for a night of good food and friends presented by [Event Company] at [Banquet Hall]. Cheques are made payable to [Event Company], \$500 per ticket.

Rest assured any contributions made will not be in anyway a conflict. [Giorgio Mammoliti] has obtained legal council and opinion to help guide him through this fund raising process.

My family has worked closely with [Giorgio Mammoliti's] staff in this term of office and ask that if you have any questions, please call [A] at 416-***-****.

Enclosed you will find a self addressed, stamped envelope for your ease and a sample ticket. [A] will contact you to make arrangements for issuing your tickets.

Your time, attention, support and contribution is appreciated by my family and I. We look forward to seeing you at the event.

Sincerely,

[Relative],
on behalf of the Mammoliti family

From: [A]
Sent: April-16-13 9:14 AM
To: [Partner 1]
Subject: Sample Letter
Attachments: letter monogram and ticket.pdf

Hi [Partner 1],

Hope all is well with you. Just following up on our text conversation regarding [Event Company] as "hosts" of the fundraiser. Please find attached the sample letter we would like to start sending out. You'll see the extent that we'll be "using" your company name.

Please let me know if this is okay with you and [Partner 2] (and your accountants, of course) as we'd like to start sending the letters out tomorrow.

We also need to get in touch to discuss a silent auction and an estimate of your fees, our target amount to be raised, etc. I am available when you need.

Thanks so much for your help with this!

[A]
416-***-****



April 12, 2013

Dear Friend,

On behalf of my entire family, I want to first and foremost thank you for your continued support towards my [redacted], Giorgio Mammoliti over the years.

This term of office has come with unprecedented challenges for the administration to deal with. These challenges have been driven by a group of individuals who's political agenda is to distract the administration from the path we all believe so strongly in, and the path we elected our officials to pursue on behalf of us, the City of Toronto.

In this term of office, the Ford administration has worked tirelessly to bring respect to the taxpayers by reducing taxes, reducing the size of government and implementing strategies that will take Toronto into the future that we all believe Toronto can and should be.

[GM]'s continued dedication to the Mayor and the Administration has also come at price, making him and our family the subject of political and personal attacks on numerous occasions. These unfounded, unjust attacks have taken their toll on him financially, his office staff and my family on a personal level.

I am seeking your support for [GM] so he can continue to fight the good fight at Toronto City Hall and not be held back by the financial burdens these attacks have brought.

It is my hope that you can join my family, myself and [redacted], Giorgio Mammoliti, on May 22nd, 2013 for a night of good food and friends presented by [Event Company] at [Banquet Hall]. Cheques are made payable to [Event Company], \$500 per ticket.

Rest assured any contributions made will not be in anyway a conflict. [GM] has obtained legal council and opinion to help guide him through this fund raising process.

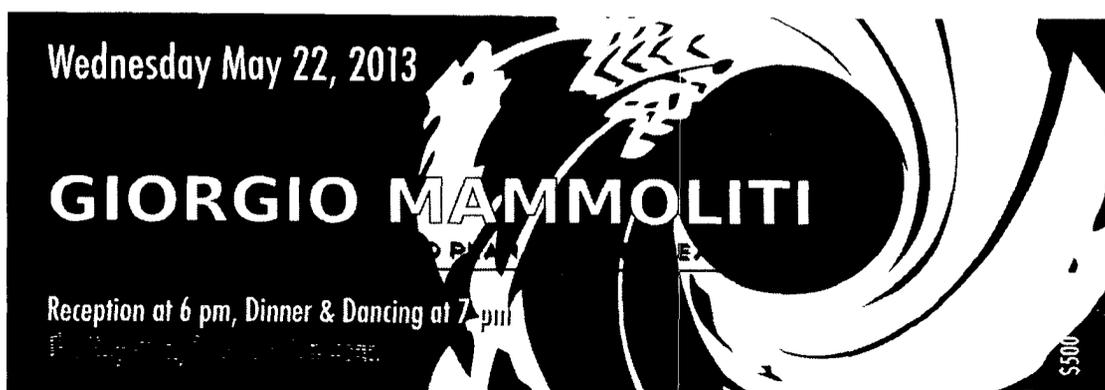
My family has worked closely with [GM]'s staff in this term of office and ask that if you have any questions, please call A at 416-***-****

Enclosed you will find a self addressed, stamped envelope for your ease and a sample ticket. A will contact you to make arrangements for issuing your tickets.

Your time, attention, support and contribution is appreciated by my family and I. We look forward to seeing you at the event.

Sincerely,

[Relative]
on behalf of the Mammoliti family





April 12, 2013

Dear Friend,

On behalf of my entire family, I want to first and foremost thank you for your continued support towards [redacted], Giorgio Mammoliti over the years.

This term of office has come with unprecedented challenges for the administration to deal with. These challenges have been driven by a group of individuals who's political agenda is to distract the administration from the path we all believe so strongly in, and the path we elected our officials to pursue on behalf of us, the City of Toronto.

In this term of office, the Ford administration has worked tirelessly to bring respect to the taxpayers by reducing taxes, reducing the size of government and implementing strategies that will take Toronto into the future that we all believe Toronto can and should be.

[GM]'s continued dedication to the Mayor and the Administration has also come at a price, making him and our family the subject of political and personal attacks on numerous occasions. These unfounded, unjust attacks have taken their toll on him financially and my family on a personal level as well as creating unnecessary distractions for his office staff to deal with.

I am seeking your support for [GM] so he can continue to fight the good fight at Toronto City Hall and not be held back by the financial burdens these attacks have brought on.

It is my hope that you can join [GM], along with my family and I on May 22nd, 2013 for a night of good food, good company and entertainment presented by [Event Company] at The [Banquet Hall]. Cheques are made payable to [Event Company] Inc., \$5,000 per table of 10. Payment can be personal or business cheque.

Rest assured any contributions made will not be in any way a conflict. We have obtained legal council and opinion to help guide [GM] through this fund raising process and eliminate any possible conflicts or code of conduct issues.

My family has worked closely with [GM]'s staff in this term of office; to ensure proper policy is followed please RSVP to [A] by May 6th at 416-***-****; as well, please feel free to contact [A] with any questions you may have.

Enclosed you will find a self addressed, stamped envelope for your ease. [A] will contact you to make arrangements for issuing your tickets.

Your time, attention, support and contribution is appreciated by my family and I. We look forward to seeing you at the event.

Sincerely,

[Relative],
on behalf of the Mammoliti family

* Please fill out, detach and include in self-addressed envelope with payment.



Business Name: _____
Contact Name: _____
Phone Number: _____
Number of Tickets: _____
Invoice Required: Yes ___ No ___

Attachment 9

From: [A]
Sent: April-24-13 1:24 PM
To: [Admin]
Subject: Re: Giorgio Mammoliti Function - May 22

Np.

Thanks much!

[A]
[REDACTED]

-----Original Message-----

From: [Admin]
Date: Wed, 24 Apr 2013 17:21:46
To: [A]
Subject: RE: Giorgio Mammoliti Function - May 22

Yes please.

Thank you [A].

[Admin]
Administrative Assistant

[email]

-----Original Message-----

From: [A]
Sent: Wednesday, April 24, 2013 1:07 PM
To: [Admin]
Subject: Re: Giorgio Mammoliti Function - May 22

Very good!

I should be able to get you the invoice by Friday.

I assume to [Invitee #1] (using info in your signature)?

Cheers!

[A]
[REDACTED]

-----Original Message-----

From: [Admin]
Date: Wed, 24 Apr 2013 16:49:52
To: [A]
Subject: RE: Giorgio Mammoliti Function - May 22

Hi [A],

Yes we received the letter today. I had filled it in requesting an invoice but wanted to know if we could get this beforehand (for our accounting records) [Invitee #1] will be purchasing 1 table of 10 (\$5000). Once the 10 guests are confirmed, I will email you all the names. Will there be any hard copies of the tickets?
Regards,

[Admin]
Administrative Assistant

[email]

-----Original Message-----

From: [A]
Sent: Wednesday, April 24, 2013 12:44 PM
To: [Admin]
Subject: Fw: Giorgio Mammoliti Function - May 22

Good afternoon [Admin],

Thank you for your email.

Attached is the letter that you may or may not have received yet.

Included will be a self addressed, stamped envelope for payment. Once payment is received an invoice will be issued from [Event Company]. and the tickets will be hand delivered.

My notes indicated that [Invitee #1] was purchasing 2 tables based on the conversation [Invitee #1 Representative] had with Cllr Mammoliti.

We are, of course happy with the purchase of 1 table, I just want to be certain my counts are accurate.

Please advise on table purchase and also, can I assume your RSVP comes with confirming at least 10 people to attend?

Sincerely,

[A]
416 *** ****

-----Original Message-----

From: "[A]"
Date: Wed, 24 Apr 2013 12:29:37

To: [A]

Subject: Fw: Giorgio Mammoliti Function - May 22

[A]

Councillor Giorgio Mammoliti

[email]

[REDACTED]

From: [B]
Sent: April-25-13 1:31 PM
To: [Printer]
Cc: [A]
Subject: tickets for print
Attachments: ticket 04 25 front.pdf; ticket 04 25 back.pdf

Good afternoon,

As per our phone conversation attached please find the ticket files for print. We would require:

- ticket size is 5x7
- 700 copies
- numbered, starting at 0200
- card stock, glossy
- both sides in colour
- tickets 0200-0700 to be stapled in bundles of 10, tickets 0701-0900 loose

Please advise on cost and turnaround time. Would they be available for pick up tomorrow?

Thank you,

[B]

--

*** **

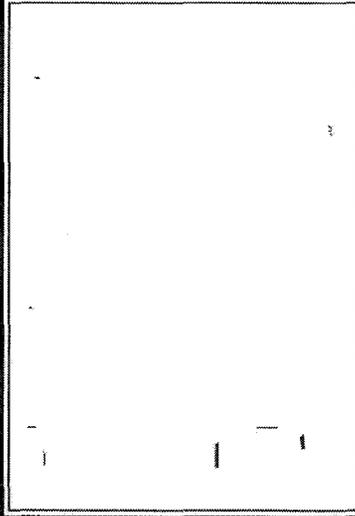
Wednesday May 22nd, 2013

GIORGIO MAMMOLITI

Reception at 6 pm, Dinner & Dancing at 7
pm
Banquet Hall,

0055

Map



Live Music from [A Band]

Silent Auction

\$100 Ticket Raffle for Personal Recreational Vehicle
ATV or SeaDoo or Motorbike

Please RSVP to A at A or 416-***-**** by May 6th, 2013

From: [Musician]
Sent: May-01-13 11:57 AM
To: [A]
Subject: Contract and invoice attached for May 22, 2013
Attachments: May 22 2013 [Event Company] for Giorgio Mammoliti Campaign Invoice.pdf; May 22 2013 [Event Company] for Giorgio Mammoliti Campaign Contract.pdf

Dear [A]:

I'm delighted that you have decided to hire me to perform for you. Please find the contract and invoice attached that you requested. I would really appreciate receiving a signed copy back within 24 hours.

Contract

For the attached contract, would you please ask [Partner 1] to:

- 1) Print both pages
- 2) Sign the 1st page of the contract at the bottom
- 3) Put his initials in the box on page 2 of the contract (this shows your approval for me to use a portion of my payment towards my pension plan and also that you have read and agree to what is stated on page 2 of the contract)
- 4) After you've signed and initialed the contract, please either fax to (416)***-**** or scan and email the contract back to me within 24 hours

Please do not write or make any markings on the contract other than your signature and initials. If you have any questions about anything, please phone me. If there are typing mistakes, I would be happy to correct them and resend the corrected version.

Please note that no booking shall be held or reserved for any length of time. Verbal agreements to this contract are only solidified by a fully signed contract.

Thank-you for choosing [Musician Company Name]. I'm looking forward to performing for all of you!

Sincerely,
[Musician, phone number]
[website]

From: [A]
Sent: May-01-13 1:05 PM
To: [Partner 1]
Subject: Fw: Contract and invoice attached for May 22, 2013
Attachments: May 22 2013 [Event Company] for Giorgio Mammoliti Campaign Invoice.pdf; May 22 2013 [Event Company] for Giorgio Mammoliti Campaign Contract.pdf

Hey [Partner 1] - just received this.

Are you able to meet her 24hr deadline? If not I'm happy to ask her to put my name and I can sign.

Also a reminder that she requires payment prior to the event. As soon as the funds are cleared we need to send her a cheque.

Thank you,
[A]

From: [Musician]
Date: Wed, 1 May 2013 11:56:59 -0400
To: [A]
Subject: Contract and invoice attached for May 22, 2013

Dear [A]:

I'm delighted that you have decided to hire me to perform for you. Please find the contract and invoice attached that you requested. I would really appreciate receiving a signed copy back within 24 hours.

Contract

For the attached contract, would you please ask [Partner 1] to:

- 1) Print both pages
- 2) Sign the 1st page of the contract at the bottom
- 3) Put his initials in the box on page 2 of the contract (this shows your approval for me to use a portion of my payment towards my pension plan and also that you have read and agree to what is stated on page 2 of the contract)
- 4) After you've signed and initialed the contract, please either fax to (416)***-**** or scan and email the contract back to me within 24 hours

Please do not write or make any markings on the contract other than your signature and initials. If you have any questions about anything, please phone me. If there are typing mistakes, I would be happy to correct them and resend the corrected version.

Please note that no booking shall be held or reserved for any length of time. Verbal agreements to this contract are only solidified by a fully signed contract.

Thank-you for choosing [Musician Company Name]. I'm looking forward to performing for all of you!

Sincerely,
[Musician, telephone number]
[website]

From: [A]
Sent: April-30-13 3:51 PM
To: [Media Personality]
Subject: Be Giorgio Mammoliti's Guest - May 22, 2013
Attachments: letter monogram and ticket.pdf

Hey [Media Personality],

Hope all is well with you and you've had a chance to ride!

Giorgio is having an event on May 22nd, 2013 @ [Banquet Hall].
Attached you will find the info sent to everyone attending.

The evening will be packed with entertainemnt and amazing food and Giorgio would like to invite you as his personal guest to thank you for all the times you have lent a helping hand at his events. He does not want you to do any work, simply come and enjoy with your girlfriend and evening of fun and great food.

Please let us know if you can make it and we will send you 2 gratis tickets (or 3 if you want [friend] to come too).

Thanks so much!

[A]
416-***-****

From: [A]
Sent: April-30-13 3:58 PM
To: [Media Personality 2]
Cc: [Media Personality 3]
Subject: Be Giorgio's Guest - May 22nd

Hi [Media Personality 2 and Media Personality 3],

Hope you're both doing well!

As you know Giorgio is holding a fundraising event. To date, we have sold over 70% of the tickets and we're expecting about 250 people to attend.

Giorgio is fond of you guys and the help you've given him over the years in letting him [redacted] and he'd like to thank you by inviting you to be his guests at the event. The evening will feature live music, silent auction, raffle of personal recreation vehicle and excellent food!

He is also extending the invite to [friend] and all of your respective partners.

Attached are the full details of what was sent to those purchasing tickets.

The event is on May 22nd @ [Banquet Hall]

Please let me know if you'll be able to attend and I will send over your gratis tickets.

Thank you!

[A]
416-***-****

Attachment 13

 [Subj: \[unclear\]](#) [\[unclear\]](#) [\[unclear\]](#) [\[unclear\]](#)

Invoice Template

From: "[unclear]"

To:

Create Date: Apr 29, 2013 9:39:54 AM

Business Development

<[http://www.\[unclear\].ca](http://www.[unclear].ca)> www [unclear] ca

Follow us on Twitter

...be the moment

From: [A]
Sent: April-30-13 12:24 PM
To: [Representative Invitee #2]
Cc: [Representative 2 Invitee #2]; George Mammoliti
Subject: Re: May 22 [Event Company] - Giorgio Mammoliti
Attachments: [Invitee #2] Invoice.pdf

Hi [Representative Invitee #2]

My apologies - I didn't realize you wanted the invoice emailed.

Please see attached

Original is being sent via canada post today

thank you,
[A]

From: [Representative Invitee #2]
To: [A]
Sent: Tuesday, April 30, 2013 9:52:57 AM
Subject: Re: May 22 - [Event Company] - Giorgio Mammoliti

Hi [A]
Please make invoice out to [Invitee #2]
Thank you
[Representative Invitee #2]
Sent from my iPhone

On 2013-04-30, at 9:45 AM, "[A]" wrote:

Thank you - would you like an invoice? If so, please provide company name and I will send to you.

Thanks,
[A]

[REDACTED]
From: [Representative Invitee #2]
Date: Tue, 30 Apr 2013 10:13:20 -0400
To: <[A]>
Subject: RE: May 22 - [Event Company] - Giorgio Mammoliti

Hi [A]
Our mailing address is: [Address, Invitee #2]
[Representative Invitee #2]

From: [Representative Invitee #2]
Sent: April 29, 2013 2:24 PM
To: [Representative Invitee #2]
Subject: Fw: May 22 – [Event Company] - Giorgio Mammoliti

----- Forwarded Message -----

From: [Representative 2 Invitee #2]>
To: [Representative 1 Invitee #2]>
Sent: Monday, April 29, 2013 2:17:05 PM
Subject: Fw: May 22 – [Event Company] - Giorgio Mammoliti

----- Original Message -----

From: [Representative 2 Invitee #2]Sent: 04/25/2013 12:33 PM EDT
To: "[A]>
Subject: Re: May 22 – [Event Company] - Giorgio Mammoliti

Ok I will bring the check next week Thanks

----- Original Message -----

From: "[A]
Sent: 04/25/2013 04:18 PM GMT
To: [Representative 2 Invitee #2]
Subject: May 22 – [Event Company] - Giorgio Mammoliti

Hi [Representative 2 Invitee #2],

George asked me to send you the attached letter for the event coming up.

We have you marked down for one table.

Can you please send me your mailing address so we can send you a hard copy of the letter.

Thank you,

[A]

416 ***_****



From: [Representative 2 Invitee #2]
Sent: April-30-13 12:25 PM
To: [A]
Subject: Re: May 22 – [Event Company] - Giorgio Mammoliti

Giorgio picking the check after lunch

\$500 bottom right corner

-----Original Message-----

From: [Invitee #3]

To: [A]

ReplyTo: [Invitee #3]

Subject: Tickets for May 22nd.

Sent: May 2, 2013 11:53 AM

There is no price on them.

Sent from my BlackBerry device on the Rogers Wireless Network



Sent from my BlackBerry device on the Rogers Wireless Network

From: [A]
Sent: May-02-13 12:36 PM
To: [X]
Subject: [Event Company] - May 22 - Giorgio Mammoliti
Attachments: letter monogram and ticket.pdf

Hey [X],

George asked me to pass this along to you.

If you come across anyone who wants to buy tickets through their company, please let them know that [Event Company] will issue an invoice.

You'll notice my contact name and number is on the tickets, please let people know they can contact me directly as well.

Thanks [X]!

[A]

From: [A]
Sent: May-09-13 2:12 PM
To: [B]
Subject: rsvp'S
Attachments: Master RSVP List.xls

Hey [B]

I've filled in all the ones I've contacted, can you please start going down the list from the top.

please call from your work cell, not the office landline

thanks,
[A]

From: [A]
Sent: May-09-13 5:10 PM
To: [Partner 1]; George Mammoliti
Subject: May 22 Current Count

Hi [Partner 1],

Just wanted to provide you with our current numbers.

RSVP = 150 ppl

Funds Collected = 37k

Funds outstanding = 170k (this is not a hard number, it is my best estimate based on what I've been told when calling people)

can you confirm you have received a total of 37k please

thank you,

[A]

From: [Partner 1]
Sent: May-09-13 8:11 PM
To: [A]
Subject: [Invitee #19] May 22nd 2013
Attachments: [Invitee #19] May 22nd 2013.docx

This is what [Representative of Invitee #19] wants. Is it ok? Should I send it to him?

INVOICE

[Event Company]
 [Address] Ontario
 *** ** *

Client Info:

[email]
 [website]

Salesperson	Job	Payment Terms	Due Date
Partner 1	December 18 th 2012 Community Promo Event	Due on receipt	

Description	Unit Price	Line Total
Provide Keynote Speaker for Community Promo/Engagement Party re: New Condominium Development	5000	
THANK YOU FOR YOUR BUSINESS		
	Subtotal	
	HST	
	Total	

Quotation prepared by: Partner 1 _____

To accept this quotation, sign here and return: _____

From: [A]
Sent: May-09-13 8:25 PM
To: [Partner 1]
Subject: Re: [Invitee #19] May 22nd 2013

I'll run it by G to be sure - can I let you know tomorrow?

From: [Partner 1]
To: [A]
Sent: Thursday, May 9, 2013 8:10:38 PM
Subject: [Invitee #19] May 22nd 2013

This is what [Representative of Invitee #19] wants. Is it ok? Should I send it to him?

From: [A]
Sent: May-10-13 2:07 PM
To: [Partner 1]
Subject: Re: [Invitee #19] May 22nd 2013

Looks good!
Just one change...should ready \$7500
Just spoke with him.

From: "[Partner 1]"
Date: Thu, 9 May 2013 20:10:38 -0400
To: [A]
Subject: [Invitee #19] May 22nd 2013

This is what [Representative of Invitee #19] wants. Is it ok? Should I send it to him?

Janet Leiper

From: [redacted]
Sent: May-09-13 8:37 PM
To: [redacted]
Subject: Re: [redacted] May 22nd 2013

Sure. Amend it with [redacted] contact info and i will send it.

On May 9, 2013 8:24 PM, [redacted] wrote:
I'll run it by G to be sure - can I let you know tomorrow?

From: [redacted]
To: [redacted]
Sent: Thursday, May 9, 2013 8:10:38 PM
Subject: May 22nd 2013

This is what [redacted] wants. Is it ok? Should I send it to him?

From: [Staff at Invitee #30]
To: [A]
Sent: Thursday, May 23, 2013 9:30:24 AM
Subject: RE: Invoice

Morning [A]
Can you please give me a call as soon as you can.
[Staff at Invitee #30]
647 282 6323

From: [A]
Sent: May-17-13 12:09 PM
To: [Staff at Invitee #30]
Subject: Invoice

Hi [Staff at Invitee #30],

Please find attached the revised invoice.

Thank you,
[A]

Attachment 22

From: [A]
Sent: May-09-13 1:45 PM
To: [Representative Invitee #17]
Subject: Revised Invoice
Attachments: [New Invoice]

Hi [Representative Invitee #17],

We received the cheque....thank you - please find attached a revised invoice corresponding to the details of the cheque received.

Cheers!

[A]

From: [Partner 1]
Sent: May-09-13 8:12 PM
To: [A]
Subject: FYI

Hey [A], I spoke to [Representative] from [Invitee #24]. They said they are sending back all tickets, they will not be attending however they will be sending a donation of \$2500.

[Partner 1]
[Event Company]
[* ** **]**

[website]

Follow us on Twitter @[Event Company]
...[redacted]

Thank you,

[A]

-----Original Message-----

To: [Representative Invitee #6A]

Subject: [Event Company]- May 22nd, Giorgio Mammoliti

Sent: Apr 23, 2013 1:23 PM

Hi [Representative Invitee #6A],

Cllr Mammoliti and [Representative 2 Invitee #6A] spoke the other day and [Representative 2 Invitee #6A] asked that we forward you the details of what they spoke about.

Please feel free to call or email me with any questions.

Thanks,

[A]

[*** ***)



From: [A]
Sent: May-21-13 9:24 AM
To: [Banquet Hall Staff]
Subject: Re:

We now have a total of 274 - crazy!
But we will need 3 extra tables set out for people who are dropping in after dinner.
Total of 31 table needed.
Can you redraft the floor plan, send it back to me and I will add in the numbers.
But - essentially, we have 3 tables of 9 and one of 11. Based on the floor plan you gave me I made Table #9 - 11 people and tables #12, 11 and 26 - 9 people.
Table #1 - 6 people (George's table).
All others are 10

Thanks,
[A]



From: [Banquet Hall Staff]
Sent: May-21-13 10:08 AM
To: [A]
Subject: RE:
Attachments: Countess & Baroness 31 Tables.docx

New floor plan

From: [A]
Sent: May-20-13 6:57 PM
To: [Banquet Hall Staff]
Subject: Re:

Hi [Banquet Hall Staff] - more people have RSVP'd over the weekend and our head count is now at 230, no diet restrictions so far and no need for Kosher meals.

Still working on the floor plan - it's not something I can do, George has to weigh in on it and he hasn't been available this weekend. I should have it to you tomorrow.

Thanks!
[A]

From: [Banquet Hall Staff]>
To: [A]
Sent: Thursday, May 16, 2013 4:41:31 PM
Subject:

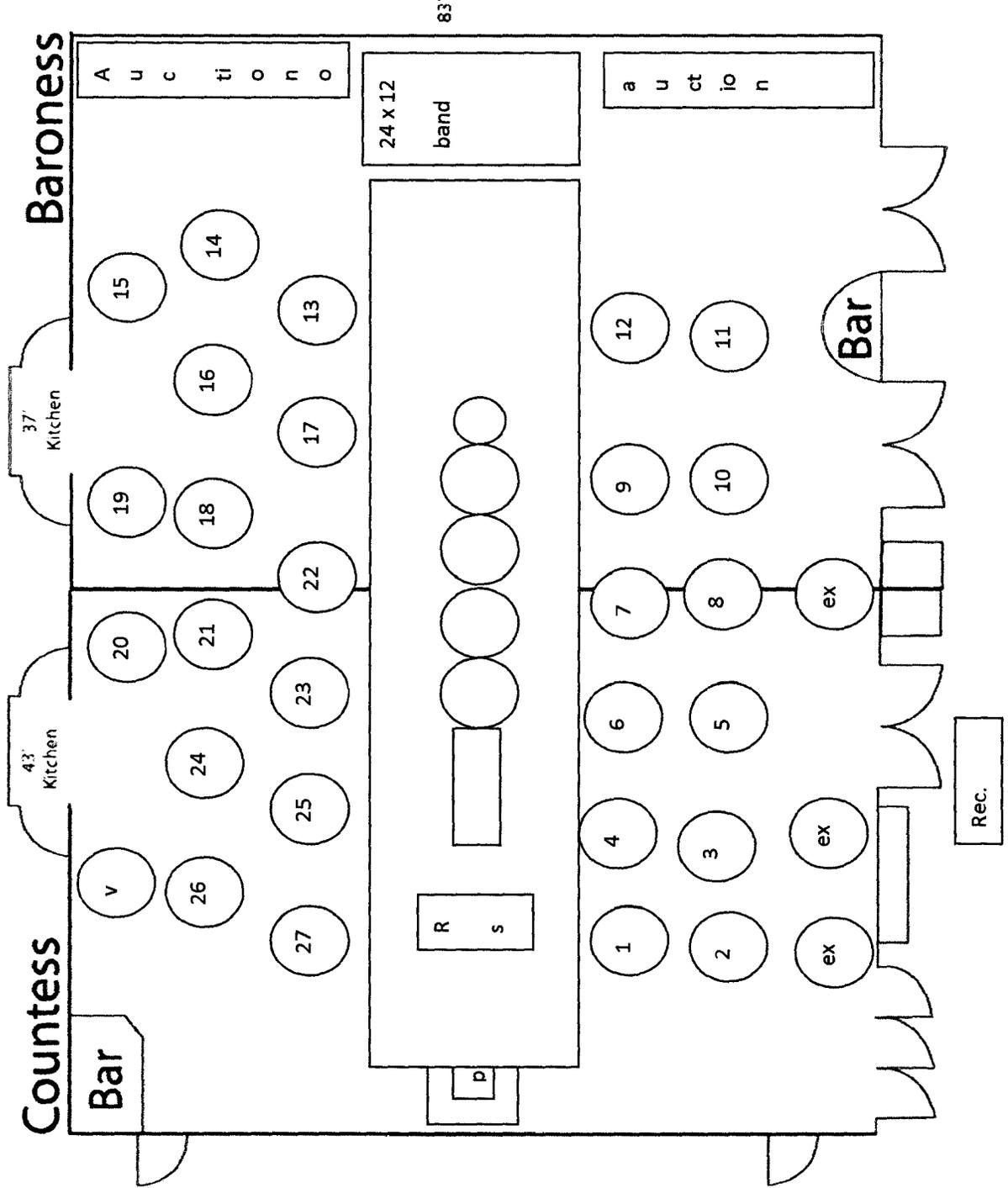
Floor plan

Best Regards,
[Banquet Hall Staff]
[the Banquet Hall]
[address, telephone numbers]

If you would like to view our facilities, please visit us on our website at:
[website]

Countess

Baroness



83'

A u c t i o n

24 x 12
band

a u c t i o n

37'
Kitchen

43'
Kitchen

Bar

Bar

Rec.

R
s

p

v

26

24

25

23

21

20

22

17

18

19

16

15

13

14

1

2

3

4

5

6

8

7

10

9

11

12

ex

ex

ex

ex

R

s

From: [Banquet Hall]
Sent: May-21-13 11:02 AM
To: [A]
Subject: menu
Attachments: Giorgio Mammoliti FUNDRAISER Wednesday May 17, 2013.docx

Hi [A]

Please find attached the menu for the function tomorrow evening.



[The Banquet Hall]

[Address and Telephone Numbers]

If you would like to view our facilities, please visit us on our website at:

[website]

**Hall B & C
Wednesday May 22, 2013**

Menu

*

Aperitif's served Butler Style
(Dubonnet, Compare & Vermouth)

*

Prosecco Station in Lobby

*

Antipasto Bar

Cold Station: Prosciutto, assorted Italian Deli Meats, Provolone Cheese, sliced Fresh Tomatoes with Bocconcini drizzled with an Olive Oil Dressing, assorted Olives, Grilled Eggplant, Zucchini, Roasted Red Peppers in a Fine Olive Oil, Giardiniera, Parmigiano Cheese Wheel with Fresh Grapes, Marinated Mushrooms, Frutti di Mare, and assorted Fresh Focaccia, Seafood Station: Chilled Shrimp with Cocktail Sauce and Lemon, Kiwi Mussels, Whole Poached Atlantic Salmon with Pesto Mayonnaise, Smoked Salmon with sliced Red Onions and Capers

Hot Station: Fried Calamari & Fresh Polenta with Tomato Sauce

*

Live Risotto Station

Mushroom Risotto & Spianch & Arugola Risotto

*

Champagne Toast

*

Pasta

Penne In a Fresh Tomato Basil Sauce

*

Entree

Beef Tenderloin MED WELL in a Green Peppercorn Reduction

Oven Roasted Chicken Supreme

Asparagus Bundle wrapped with Carrot & Mini Red Roasted Potatoes (skin on)

*

The [Banquet Hall] Salad (Center Table)

California Mixed Greens in a Raspberry

Dressing, topped with Crumbled Goat Cheese, Strawberry Slivers and Caramelized Pecans

*

Dessert

Red Velvet Cake (client to supply)

Served on a rectangular plate with a Chocolate Covered Strawberry

Coffee, Tea & Espresso

*

Deluxe Open Bar

Tablecloths:

Napkins:

Reception:

Dinner:

End Time:

of tables:

Band or DJ:

Special Notes:

From: [A]
Sent: May-21-13 2:35 PM
To: [Banquet Hall Staff]
Subject: Table confirmation

I've tried faxing it back to you a few times but it keeps saying line busy so.....

#	ppl
1	6
2	10
3	10
4	10
5	10
6	10
7	10
8	10
9	11
10	10
11	9
12	9
13	10
14	10
15	9
16	10
17	11
18	10
19	10
20	9
21	10
22	10
23	10
24	10
25	10
26	10
27	10

v - I'm assuming this is for the band members? I believe they are a total of 6

This is a total of 264

thanks,
[A]

Attachment 26

From: [Representative of Security Company]
Sent: May-17-13 9:50 PM
To: [A]
Cc: [Staff 1]; [Staff 2]
Subject: Giorgio's fundraiser

[A]:
Giorgio asked for security for wednesday night.
Can we speak tomorrow and discuss. [Staff 1] (email attached) can coordinate.
Giorgio said he didn't want any media at the event.

Just follow up for details
[Representative of Security Company]
[title]
[Security Company]
[Address]

EMAIL: [redacted]
OFFICE: [redacted]
MOBILE: [redacted]
[websites]
Sent from my BlackBerry device.

From: [A]
Sent: May-21-13 11:26 AM
To: The [Banquet Hall]
Subject: Re: Contract for Event

Thanks [Staff Banquet Hall] - just one change....it should read [Event Company]. not Giorgio Mammoliti Campaign or his name anywhere.....

cheers!

[A]

From: [Banquet Hall]

To: [A]

Sent: Tuesday, May 21, 2013 11:08:33 AM

Subject: Contract for Event

Hi [A],

Please find attached the contract for events.

Best Regards,
[Staff Banquet Hall]

[Banquet Hall].
 [Address]
 Phone:[number]

Client/Organization Giorgio Mammoliti Campaign	Event Date 22/05/2013 (Wed)	Telephone (416) 395-6401	Fax () -	Event # E01658
Address 2958 Islington Ave Unit 1		Booking Contact [A]	Site Contact [A]	Gtd Guests 200 Adults
Party Name Giorgio Mammoliti FUNDRAISER	Sales Rep [Staff Banquet Hall]	Theme Fundraiser	Category Dinner	

Venue

Banquet Room	Setup Style	Start	End	Serving	Description
Baron-Countess	Seated Dinner Gala	6:00 pm	11:00 pm		Dinner Plated

Food/Service Items

Food/Service Items	Price	Qty	Total
Menu			
*			
Apartif's served Butler Style (Dubonnet, Compare & Vermouth)			
*			
Prosecco Station in Lobby			
*			
Antipasto Bar			
Cold Station: Prosciutto, assorted Italian Deli Meats, Provolone Cheese, sliced Fresh Tomatoes with Bocconcini drizzled with an Olive Oil Dressing, assorted Olives, Grilled Eggplant, Zucchini, Roasted Red Peppers in a Fine Olive Oil, Giardiniera, Parmigiano Cheese Wheel with Fresh Grapes, Marinated Mushrooms, Frutti di Mare, and assorted Fresh Focaccia, Seafood Station: Chilled Shrimp with Cocktail Sauce and Lemon, Kiwi Mussels, Whole Poached Atlantic Salmon with Pesto Mayonnaise, Smoked Salmon with sliced Red Onions and Capers Hot Station: Fried Calamari & Fresh Polenta with Tomato Sauce			
*			
Live Risotto Station			
Mushroom Risotto & Spianch & Arugola Risotto			
*			
Champagne Toast			
*			
Pasta			
Penne In a Fresh Tomato Basil Sauce			
*			
Entree			
Beef Tenderloin MED WELL in a Green Peppercorn Reduction Oven Roasted Chicken Supreme Asparagus Bundle wrapped with Carrot & Mini Red Roasted Potatoes (skin on)			
*			
The [Banquet Hall] Salad (Center Table) California Mixed Greens in a Raspberry			

Dressing, topped with Crumbled Goat Cheese, Strawberry Slivers and Caramelized Pecans

*

Dessert

Red Velvet Cake (client to supply)

Served on a rectangular plate with a Chocolate Covered Strawberry

Coffee, Tea & Espresso

*

Deluxe Open Bar

90.00 200 18,000.00

Subtotal	18,000.00	
Total Value	18,000.00	
Paid	0.00	
Balance	18,000.00	

SCHEDULE "A" ~ THE THE [Banquet Hall]
Function Contract Terms and Conditions

1) **PAYMENT SCHEDULE.** An initial deposit of 15% shall be payable upon booking with [Banquet Hall]. Six months prior to your function date, a further deposit of 15% shall be payable. The remaining outstanding balance shall be paid in full 7 days prior to the function date. Any extensions of the dates within which to provide the deposits shall be in the complete discretion of the [Banquet Hall] and shall not be construed as a waiver by the [Banquet Hall] of the customer's obligation to pay the deposits which shall be payable upon demand at any time after the dates upon which the customer was to initially provide the deposit. All credit card or debit payments over \$ 3,000.00 shall be charged a 3.5 % surcharge. Any NSF will incur a \$50.00 service charge.

2) **LATE PAYMENT.** Any late payment or outstanding balances shall bear interest at 2.5% per month or 17.5% per annum.

3) **CANCELLATIONS AND TERMINATION.** All cancellations by the customer shall be in writing and sent to The [Banquet Hall] by prepaid courier or by fax. In case of cancellation or termination, as permitted under the terms of this agreement, the following cancellation or termination charges and administrative charges shall apply to the customer. "Days" herein is defined as calendar days.

Cancellation or termination charges, plus Harmonized Sales Tax (H.S.T.) shall be levied as follows:

a. All cancellations and terminations are subject to an administrative fee of \$150.00 for each individual function whether or not the ballroom(s) has been re-booked for another function. This fee is in addition to all other cancellation or termination charges.

b. All cancellations and terminations made beyond ninety (90) days prior to the function date, the deposit, in full, will be returned only if the ballroom(s) has been re-booked with a function of equal monetary value. If the ballroom(s) becomes re-booked for a function at a lesser monetary value. In the event that a function has not been re-booked for the function date, the customer shall pay to the [Banquet Hall] 50% of the cost as set out in the Function Contract for the minimum number of guests specified therein in addition to the deposit, referred to in paragraph 1) above, whether it has been paid by the customer or not which shall be forfeited. If the ballroom(s) becomes re-booked for a function at a lesser monetary value, the customer shall be charged the difference between the two functions.

c. All cancellations and terminations made beyond thirty (30) and eighty-nine (89) days prior to the function date, the customer shall pay to the [Banquet Hall] 60% of the cost as set out in the Function Contract for the minimum number of guests specified therein in addition to the deposit, referred to in paragraph 1) above, whether it has been paid by the customer or not which shall be forfeited.

d. All cancellations and terminations made between fifteen (15) days and twenty-nine (29) days prior to the function date, the customer shall pay to the [Banquet Hall] 65% of the cost as set out in the Function Contract for the minimum number of guests specified therein in addition to the deposit, referred to in paragraph 1) above, whether it has been paid by the customer or not which shall be forfeited.

e. All cancellations and terminations made between fourteen (14) days or less prior to the function, the customer shall pay to the [Banquet Hall] 70% of the cost as set out in the Function Contract for the minimum number of guests specified therein in addition to the deposit, referred to in paragraph 1) above, whether it has been paid by the customer or not which shall be forfeited.

Both parties agree that the above noted charges are reasonable and represent a fair and genuine pre-estimate of the projected losses of The [Banquet Hall] in the event of a cancellation or termination without a re-booking

For the purpose of this agreement, a room or function shall be considered "re-booked" if a similar type of function or event, for an equivalent monetary value is booked in place of the function or event under this contract. In the event that the re-booking is for a function or event at a lesser monetary value, The [Banquet Hall] reserves the right to charge the customer named herein the difference between the two values.

4) GUARANTEES. Menus and number of guests attending must be confirmed 7 days prior to the date of the function. If the number of guests falls below the guaranteed number of guests at the time of booking, the customer shall nevertheless be responsible for payment of all costs to the guaranteed number of guests.

5) No food items, except for special occasion cakes (e.g. birthday, wedding, baptism, confirmation, communion cakes, etc.), are to be consumed on the premises unless authorized in writing by The [Banquet Hall] in advance.

6) Pre-arrangements for the delivery or pick-up of any props used for your function must be confirmed with The [Banquet Hall] in advance. Any props used for a function are the responsibility of the exhibitor and must be removed immediately following the function. The [Banquet Hall] assumes no responsibility for any theft, damage or loss of any displays, props or exhibits.

7) The specified ballroom(s), as set out in this contract, is guaranteed for use as per the time established in the Function Contract. Prior use of the facility must be confirmed with The [Banquet Hall] in advance.

8) The [Banquet Hall] shall not be responsible for any theft, loss or damage to personal property, such as automobiles or items left behind after a function by the customer or any guest. The customer assumes full responsibility for seen personal property.

9) The customer shall indemnify and hold harmless The [Banquet Hall] from and against any and all third party claims, demands, losses, damages and reasonable expenses (including, without limitation, reasonable legal fees) arising from or in connection with the function, except to the extent that any such claims, demands, losses, damages and expenses result from the negligence of The [Banquet Hall].

10) Any items such as nails, tacks, glue, etc. are prohibited from being used inside the banquet or lobby facilities. The customer will be responsible for the cost of any repairs, damages or replacements if necessary.

11) A fee of \$300.00 will be charged to the customer if any confetti is used on the premises during, immediately prior to or immediately after the function.

(i) In consideration of The [Banquet Hall] entering into this contract, The [Banquet Hall] shall have the right to take pictures/videos of any person(s) or group participating in the function. The pictures/videos may be used by The [Banquet Hall] for promotional purposes only.

12) CONFIRMATION OF FUNCTION DATE. The function date and space will be guaranteed upon receipt of a signed contract and 15% deposit, where applicable. If a signed contract and 15% deposit, where applicable, is not received within seven (7) days of booking or as agreed in the function contract, The [Banquet Hall] reserves the right to immediately

Authorized Signing Officer

Attachment 28

From: [A]
Sent: May-21-13 1:52 PM
To: [Cake Baker]
Subject: Fw: [Event Company] Logo
Attachments: [Event Company]-2x8-Banner.jpg

Hi [Baker]- attached is the logo for [Event Company]

Invoice should be payable to;
[Event Company].
[Address]

thanks for your help!
[A]
[***.***.***]

Attachment 29

From: [B]
Sent: May-21-13 12:28 PM
To: [Printer]
Cc: [A]
Subject: Menus
Attachments: menu copy.pdf

Hi [Printer Representative],

Attached please find the menu file for print, it just needs to be cut to size, we will do the folding. We will need 35 copies, please confirm they will be ready by tomorrow.

Thanks,

[B]

-

[***_***_****]

Coffee, Tea & Espresso
Red Velvet Cake
-
California Mixed Greens in a Raspberry Dressing topped with Crumbled Goat Cheese, Strawberry Slivers and Caramelized Pecans
-
Asparagus Bundle wrapped with Carrot & Mini Red Roasted Potatoes
Oven Roasted Chicken Supreme
Beef Tenderloin in a Green Peppercorn Reduction
-
Penne in a Fresh Tomato Basil Sauce
-
Champagne Toast
-
Mushroom Risotto and Spinach & Arugula Risotto
Antipasto Bar with Live Risotto Station

Antipasto Bar with Live Risotto Station
Mushroom Risotto and Spinach & Arugula Risotto
-
Champagne Toast
-
Penne in a Fresh Tomato Basil Sauce
-
Beef Tenderloin in a Green Peppercorn Reduction
Oven Roasted Chicken Supreme
Asparagus Bundle wrapped with Carrot & Mini Red Roasted Potatoes
-
California Mixed Greens in a Raspberry Dressing topped with Crumbled Goat Cheese, Strawberry Slivers and Caramelized Pecans
-
Red Velvet Cake
Coffee, Tea & Espresso

From: [Florist]
Sent: May-22-13 9:30 AM
To: [A]
Subject: Order Confirmation

[florist logo]

Thank you for trusting us with your order. Your business is extremely important to us.

The delivery to [Event Company] will be made on 5/22/2013 .

If you need to contact us for any reason please reference your order number 315755/1 .

Thank you again for your business.



facebook
[name of florist]

From: george mammoliti [REDACTED]
Sent: May-23-13 10:17 PM
To: [A]
Subject: Re: Another Option

Good
Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: [A]
Date: Fri, 24 May 2013 02:08:36
To: [REDACTED]
Cc: [Invitee #3]>; <[C]
Subject: Another Option

I added a little bit to you it to include a shot at [Named Media Organization] that I think will make you (G) happy.
[C]/[Invitee #1] - please give your input, I'm not sure its worth including the comment - it could be left for another time.

"I attended an event hosted by [Event Company] where I was the guest of honour. The event was co-hosted with my family to celebrate my recovery from my recent health concerns. Several people were in attendance including many constituents and family members. It was a celebration of health, family, friendship and support. However, to clear any erroneous speculation, the event was not campaign fund-raising or campaign related soliciting. Any media reports that state this event was related to campaign fund-raising are defamatory and inaccurate. The video footage taken was done so on private property, without consent and the [Named Media Organization] was not clearly present at the event. This indicates to me a very underhanded, invasive method and breaching of citizens privacy. In my opinion, the question to ask should be; Why is the [Named Media Organization] using tax payer's money to follow my family and I around in our personal lives? I have respectfully requested in the past and am doing so again that my family and private affairs be left out of the media."

[REDACTED] [REDACTED]

Article IV (Gifts and Benefits) – Code of Conduct for Members of Council**IV. GIFTS AND BENEFITS**

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

For these purposes, a fee or advance paid to or a gift or benefit provided with the member's knowledge to a member's spouse, child, or parent, or to a member's staff that is connected directly or indirectly to the performance of the member's duties is deemed to be a gift to that member.

The following are recognized as exceptions:

- (a) compensation authorized by law;
- (b) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (c) a political contribution otherwise reported by law, in the case of members running for office;
- (d) services provided without compensation by persons volunteering their time;
- (e) a suitable memento of a function honouring the member;
- (f) food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the member is either speaking or attending in an official capacity;
- (g) food and beverages consumed at banquets, receptions or similar events, if:
 - 1. attendance serves a legitimate business purpose;
 - 2. the person extending the invitation or a representative of the organization is in attendance; and
 - 3. the value is reasonable and the invitations infrequent;
- (h) communication to the offices of a member, including subscriptions to newspapers and periodicals; and
- (i) sponsorships and donations for community events organized or run by a member or a third party on behalf of a member, subject to the limitations set out in the Policy on Council Member-Organized Community Events.

Except for category (c) (political contributions allowable by law), these exceptions do not apply where such gifts or benefits are provided by lobbyists or their clients or employers (as defined or described in Municipal Code Chapter 140, Lobbying). For these purposes, a lobbyist is an individual, organization or business that:

- [i] is lobbying or causing the lobbying of any public office holder at the City, a local board (restricted definition) or the board of health;
- [ii] the member knows is intending to lobby, having submitted or intending to submit a registration to the Lobbyist Registrar for approval to communicate on a subject matter; or
- [iii] is maintaining an active lobbyist registration with the City even though not having a current active subject matter registered with the lobbyist registry.

In the case of categories (b), (e), (f), (g), (h) and (i), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Integrity Commissioner.

The disclosure statement must indicate:

1. the nature of the gift or benefit;
2. its source and date of receipt;
3. the circumstances under which it was given or received;
4. its estimated value;
5. what the recipient intends to do with any gift; and
6. whether any gift will at any point be left with the City.

Any disclosure statement will be a matter of public record.

On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in her or his opinion, create a conflict between a private interest and the public duty of the member. In the event that the Integrity Commissioner makes that preliminary determination, he or she shall call upon the member to justify receipt of the gift or benefit.

Should the Integrity Commissioner determine that receipt was inappropriate, he or she may direct the member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, or forfeit the gift or remit the value of any gift or benefit already consumed to the City.

Except in the case of categories (a), (c), (f) and (i), a member may not accept a gift or benefit worth in excess of \$500 or gifts and benefits from one source during a calendar year worth in excess of \$500.

Provision XVIII - Code of Conduct for Members of Council

XVIII. COMPLIANCE WITH THE CODE OF CONDUCT

Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the *Criminal Code* of Canada or for failing to declare a conflict of personal interest under the *Municipal Conflict of Interest Act*.

In addition, subsection 160(5) of the *City of Toronto Act, 2006*, authorizes Council to impose either of two penalties on a member of Council following a report by the Integrity Commissioner that, in her or his opinion, there has been a violation of the *Code of Conduct*.

1. A reprimand; or
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board, as the case may be, for a period of up to 90 days.

Other Actions

The Integrity Commissioner may also recommend that Council or a local board (restricted definition) take the following actions:

1. Removal from membership of a Committee or local board (restricted definition).
2. Removal as Chair of a Committee or local board (restricted definition).
3. Repayment or reimbursement of moneys received.
4. Return of property or reimbursement of its value.
5. A request for an apology to Council, the complainant, or both.



COUNCIL MEMBER-ORGANIZED COMMUNITY EVENTS POLICY

AUTHORITY: Adopted by City Council on July 15, 16 and 17, 2008, as set out in motion 12 in 2008 EX22.6, as amended and adopted by Council

“12. City Council adopt the following Policy on Council Member-Organized Community Events:

- a. donations must be for specific community events held on a specific date or a specific series of dates. Members of Council should not seek donations in money or in kind for ongoing or new programs that have been or could be offered through City programs, and which have a separate donations policy;
- b. support for the events (whether in money or in kind) shall not exceed \$10,000 annually (whether for a single event or multiple events). (This amount does not include moneys or goods collected at any event in support of a charity or other cause if those donations go directly to the charity or cause.);
- c. a Member of Council or a third party acting on behalf of the member shall neither solicit nor accept support in any form from those registered as lobbyists with the City, or developers with any pending planning, conversion, demolition or sign variance application. This prohibition extends to the negotiation of community benefits outside of the Planning Act processes including Sections 37 and 45;
- d. Members of Council must report to the Director, Council and Support Services, in a manner and form prescribed by the City Clerk, on the source, details and value of all donations for community events prior to the event (if it is anticipated that the value of donations will exceed \$500) and a statement of accounts subsequent to the event if the value of the donations has exceeded \$300). This report shall include a genuine estimate of the value of in-kind donations. All donations and expenses paid for by donations are subject to the same administration, accounting and disclosure requirements as expenses charged to Office Expense Budgets;

- e. all donation cheques should be made out to the City of Toronto and accounted through the City Clerk's Office. Members of Council or third parties acting on behalf of members should not hold or administer donations in separate personal accounts;
- f. surpluses should be minimized with accurate estimation of event costs and requirements. Surpluses (including in-kind donations such as equipment) should be returned to donors or transferred to general Council revenue. Under no circumstances, can a surplus be used for a different community event and, in particular, in supplementation of a member's office operations. Any surplus will count against the member's \$10,000 annual limit in the year in which it is used or drawn upon. Multi-year donations are not permitted;
- g. the City Clerk, in consultation with the Treasurer, will develop detailed procedures and guidelines regarding the receipt and accounting of donations for Council member community events, including the administration of surplus funds;
- h. This policy does not affect the entitlement of a member of Council to:
 - i. use her or his office expense budget to run or support community events subject to the terms of the Councillor Expense Policy;
 - ii. urge constituents, businesses and other groups to support community events staged by others in the member's Ward or elsewhere in the City;
 - iii. play an advisory or membership role in any organization staging community events in the member's Ward; and
 - iv. team with the City and its agencies in the staging of community events.
- i. under clause h., Members of Council should not handle any funds on behalf of these organizations and should remain at arms length from the financial aspects of these external events; and
- j. in an election year, a Member of Council must not seek donations and sponsorships for any community event that has not been staged in the previous two years nor accept donations or stage any community event supported by donations and sponsorships after he or she has filed nomination papers for election to any office in the City of Toronto.

A community event is considered to have been staged in the previous two years if it meets the following criteria:

- has a very similar, if not the same, event name/title
- takes place at approximately the same time
- has the same general purpose.”



Integrity Commissioner's Office

375 University Avenue, Suite 202
Toronto, Ontario
M5G 2J5

Janet Leiper
Integrity Commissioner

Tel: 416-397-7770
Fax: 416-696-3615
jleiper@toronto.ca
toronto.ca/integrity/index.htm

MEMORANDUM

DATE: May 9, 2013

TO: Mayor Rob Ford
City of Toronto Councillors

FROM: Janet Leiper
Integrity Commissioner

RE: Integrity Commissioner Interpretation Bulletin
**Legal Fees Incurred By Members of Council Not Covered By
The City**

Dear Members of Council,

The question of legal fees incurred by Councillors has arisen from time to time. Please find attached an interpretation bulletin and chart for your assistance.

I wish to acknowledge the invaluable assistance of staff from the City Clerk's office and the office of the City Solicitor in preparing the information in Attachment 1.

Yours truly,

(original signed)

Janet Leiper
Integrity Commissioner

c. Ulli S. Watkiss, City Clerk
Anna Kinastowski, City Solicitor

Interpretation Bulletin

Legal Fees Incurred by Members of Council not covered by the City

Introduction

Members of Council have asked in the past about how they can pay legal fees which are not subject to the City of Toronto indemnification policy or payable by the City. [See Attachment 1 for legal fees payable by the City]

Members have asked whether it is an improper gift or benefit under the [Code of Conduct for Members of Council](#) (“Code of Conduct”) if other people contribute to a member’s legal fees. This interpretation bulletin is intended to assist members of Council who may have incurred legal fees.

Article IV of the *Code of Conduct*: Gifts and Benefits

The City of Toronto has a “no gifts or benefits” rule unless the gift falls into one of the specific exceptions in Article IV. The *Code of Conduct* does not have any exception for a public official to receive funds from a member of the public to help pay for the member’s legal fees. A copy of Article IV is attached to this bulletin for ease of reference.

This means that when it comes to defraying legal expenses that are not covered by the City, members of Council may not hold public fundraisers, use the resources of their offices to seek contributions, or receive contributions for this purpose from members of the public, lobbyists, clients of lobbyists, developers, community groups, union leaders, corporations or businesses who are hoping to do business with the city. Members of Council should refrain from speaking about their debts while acting in a public capacity to avoid the impression that they are asking the public at large for a gift or benefit.

Private Contributions

In the case of legal fees that are not covered by the City of Toronto, the *Code of Conduct* is not intended to apply to private arrangements for contributions. A member of Council in his or her private life may have relatives and friends who are able and willing to help defray the costs of legal proceedings. This is consistent with past advice from the [Office of the Integrity Commissioner](#) and continues to be the position of the office.

The question of whether or not a contribution is from a “private” source rather than a public source is a question of fact.

Examples may include a close relative (so long as that relative is not a lobbyist or otherwise excluded) or a long time family friend. Members are advised to err on the side of caution and decline to accept doubtful contributions from persons who might want to do business with the City. Members are also advised to keep careful records of the source, nature of the relationship to the contributor and the sums received to enable them to satisfy, if required, concerns about compliance with the *Code of Conduct*.

Members are encouraged to consult with the Integrity Commissioner for confidential advice on this question.

Finally, this bulletin does not cover all other laws that may apply to members of Council who receive loans, donations or benefits. As set out in the *Code of Conduct*, members are expected to be aware of the provisions of the [Municipal Elections Act](#) and other provincial or federal statutes that may apply in those circumstances.

Janet Leiper
Integrity Commissioner
416-397-7770
jleiper@toronto.ca

Attachments:

Attachment No. 1 – Members of Council and Legal Fees

Attachment No. 2 – Article IV (Gifts and Benefits) of the *Code of Conduct for Members of Council*

Attachment 1 -- Members of Council and Legal Fees

Role	Issue Example	Funding	Reference/Contact
Member of Council as Member of Council	Legal Fees related to insurance claims, director liability, defamation or human rights tribunal cases	<i>City Expense</i> -- City of Toronto Insurance Policy	City of Toronto <i>Insurance & Risk Management Policy Manual</i> http://insideto.toronto.ca/corporate_finance/pdf/irm_manual.pdf Contact: Jeff Madeley, Manager, Insurance and Risk Mgmt, 2-6301
	Legal Fees for FOI requests for Councillor records	<i>City Expense</i> -- Council General Expense Budget	CC13.4 , " <i>Appeals of Access Decisions in Relation to Councillor Records and Retention of Outside Counsel</i> " approved by City Council at its meeting on October 21, 2011 http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2011.CC13.4 Contact: Susan Campbell, Manager, Access and Privacy, 5-7383
	Legal Fees for Integrity Commissioner formal or informal investigations	<i>City Expense</i> -- Councillor Constituency Services and Office Budget	EX21.9 " <i>Policy Changes to Facilitate Councillor Office Operations</i> " approved by City Council at its meeting on July 11, 12 and 13, 2012. http://www.toronto.ca/city_council/pdf/offhttp://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2012.EX21.9ice-budget-policy Contact: Winnie Li, Director, Council and Support Services, 2-8676
	Legal Fees for Criminal or Civil Cases when found not guilty or not liable, or Municipal conflict of interest cases where member succeeds	<i>City Expense</i> -- Council General Expense Budget	EX22.8, " <i>Review of Indemnification Policy for Members of Council</i> ", approved by City Council at its meeting on July 15, 16 and 17, 2008. http://insideto.toronto.ca/councillors/pdf/indemnification.pdf Contact: Anna Kinastowski, City Solicitor, 416-392-0080
Member of Council as a candidate	Campaign related issues within campaign period	<i>Campaign Expense</i>	Compliance with all requirements of <i>Municipal Elections Act</i> . Contact: Bonita Pietrangelo, Director, Elections and Registry Services, 416-392-8019
	Legal expenses for compliance audit, recount and controverted election beyond campaign period		Candidates must comply with the requirements of the <i>Municipal Elections Act</i> . Depending on timing of events, they can extend campaign and fundraise during the extended campaign period, they can use surplus from the campaign or the courts could award costs.

Role	Issue Example	Funding	Reference/Contact
			<p>After the campaign period, these are individual costs and no longer candidate costs.</p> <p>Contact: Bonita Pietrangelo, Director, Elections and Registry Services, 416-392-8019</p>
Member of Council as an individual	Conflict of Interest consultations or legal fees related to conflict of interest legal proceedings and appeals if member is not successful	<i>Personal expense</i>	<p>Cannot fundraise. Personal contributions from friends or relatives may be permitted in limited circumstances. Consult with the Integrity Commissioner.</p> <p>Contact: Janet Leiper, Integrity Commissioner, 416-397-7770</p>
	Legal fees related to conflict of interest legal proceedings and appeals if member is successful.	<i>City Indemnification Policy or Personal expense</i>	<p>Councillor may apply for reimbursement under the City's Indemnification Policy if there is finding of no contravention. See section above.</p> <p>Cannot fundraise. Personal contributions from friends or relatives may be permitted under limited circumstances.. Consult with Integrity Commissioner.</p> <p>Contact: Janet Leiper, Integrity Commissioner, 416-397-7770</p>

Attachment No. 2

Code of Conduct for Members of Council

IV. GIFTS AND BENEFITS

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

For these purposes, a fee or advance paid to or a gift or benefit provided with the member's knowledge to a member's spouse, child, or parent, or to a member's staff that is connected directly or indirectly to the performance of the member's duties is deemed to be a gift to that member.

The following are recognized as exceptions:

- (a) compensation authorized by law;
- (b) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (c) a political contribution otherwise reported by law, in the case of members running for office;
- (d) services provided without compensation by persons volunteering their time;
- (e) a suitable memento of a function honouring the member;
- (f) food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the member is either speaking or attending in an official capacity;
- (g) food and beverages consumed at banquets, receptions or similar events, if:
 - 1. attendance serves a legitimate business purpose;
 - 2. the person extending the invitation or a representative of the organization is in attendance; and
 - 3. the value is reasonable and the invitations infrequent;
- (h) communication to the offices of a member, including subscriptions to newspapers and periodicals; and
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Except for category (c) (political contributions allowable by law), these exceptions do not apply where such gifts or benefits are provided by lobbyists or their clients or employers (as defined or described in Municipal Code Chapter 140, Lobbying). For these purposes, a lobbyist is an individual, organization or business that:

- [i] is lobbying or causing the lobbying of any public office holder at the City, a local board (restricted definition) or the board of health;
- [ii] the member knows is intending to lobby, having submitted or intending to submit a registration to the Lobbyist Registrar for approval to communicate on a subject matter; or
- [iii] is maintaining an active lobbyist registration with the City even though not having a current active subject matter registered with the lobbyist registry.

In the case of categories (b), (e), (f), (g), (h) and (i), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Integrity Commissioner.

The disclosure statement must indicate:

1. the nature of the gift or benefit;
2. its source and date of receipt;
3. the circumstances under which it was given or received;
4. its estimated value;
5. what the recipient intends to do with any gift; and
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Any disclosure statement will be a matter of public record.

On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in her or his opinion, create a conflict between a private interest and the public duty of the member. In the event that the Integrity Commissioner makes that preliminary determination, he or she shall call upon the member to justify receipt of the gift or benefit.

Should the Integrity Commissioner determine that receipt was inappropriate, he or she may direct the member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, or forfeit the gift or remit the value of any gift or benefit already consumed to the City.

Except in the case of categories (a), (c), (f) and (i), a member may not accept a gift or benefit worth in excess of \$500 or gifts and benefits from one source during a calendar year worth in excess of \$500.