5TH REPORT OF THE

2018 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

Meeting held on July 26, 2019, commencing at 10:00 AM, in Committee Room #5, Second Floor, London City Hall.

PRESENT: A. Wright (Chair), D. Ross, C. Scrimgeour and C. Saunders (Secretary)

ALSO PRESENT: M. Butlin, K. Campbell, S. Corman, C. Hill and J. Raycroft.

1. CALL TO ORDER

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that A. Wright disclosed conflict of interest on Item 3.4 of this Report, although not pecuniary in nature, as the subject Respondent is represented by Siskinds Law Firm.

2. CONSENT ITEMS

2.1 4th Report of the 2018 Municipal Election Compliance Audit Committee

SCRIMGEOUR AND ROSS

That the 4th Report of the 2018 Municipal Election Compliance Audit Committee, from the meeting held on June 27, 2019 BE APPROVED. CARRIED

3. ITEMS FOR DISCUSSION

IN CLOSED SESSION

SCRIMGEOUR AND ROSS

That the 2018 Municipal Election Compliance Audit Committee (Committee) rise and go In Closed Session, for the purpose of deliberating with respect to the Application by Stephen Turner for Compliance Audit of Amir Farahi and the Application by Stephen Turner for Compliance Audit of Blackridge Strategies. CARRIED.

The Committee rises and goes In Closed Session at 11:40 AM.

The Committee, In Closed Session, rises at 11:58 AM and reconvenes at 12:00 PM.

3.2 Application by Stephen Turner for Compliance Audit of Amir Farahi

SCRIMGEOUR AND ROSS

That the City Clerk BE DIRECTED to prepare a decision of the 2018 Municipal Election Compliance Audit Committee (Committee) with respect to the Application by Stephen Turner for Compliance Audit (Application) of Amir Farahi (Respondent) that outlines the reasons for the Committee’s decision to reject the Application and not to order a compliance audit in accordance with the Municipal Elections Act, 1996 as the Committee determined that they do not have jurisdiction to deal with the Application given that the Respondent did not register as a third party advertiser during the 2018 Municipal Election;

it being noted that the Committee received verbal presentations from Stephen Turner and Agent for the Respondent, with respect to this matter. CARRIED
3.3 Application by Stephen Turner for Compliance Audit of Blackridge Strategy

SCRIMGEOUR AND ROSS

That the City Clerk BE DIRECTED to prepare a decision of the 2018 Municipal Election Compliance Audit Committee (Committee) with respect to the Application by Stephen Turner for Compliance Audit (Application) of Blackridge Strategy (Respondent) that outlines the reasons for the Committee’s decision to reject the Application and not to order a compliance audit in accordance with the Municipal Elections Act, 1996 as the Committee determined that they do not have jurisdiction to deal with the Application given that the Respondent did not register as a third party advertiser during the 2018 Municipal Election;

it being noted that the Committee received verbal presentations from Stephen Turner and Agent for the Respondent, with respect to this matter. CARRIED

Appointment of Acting Chair

SCRIMGEOUR AND WRIGHT

That D. Ross BE ELECTED as Acting Chair for the portion of the July 26, 2019 Meeting of the 2018 Municipal Election Compliance Audit Committee as it relates to Item 3.4 related to the Application by Stephen Turner for Compliance Audit of Barry Phillips. CARRIED

At 12:34 PM, A. Wright leaves the meeting.

3.4 Application by Stephen Turner for Compliance Audit of Barry Phillips

SCRIMGEOUR AND ROSS

That the City Clerk BE DIRECTED to prepare a decision of the 2018 Municipal Election Compliance Audit Committee (Committee) with respect to the Application by Stephen Turner for Compliance Audit (Application) of Barry Phillips (Respondent) that outlines the reasons for the Committee’s decision to reject the Application and not to order a compliance audit in accordance with the Municipal Elections Act, 1996 as the Committee determined that they do not have jurisdiction to deal with the Application given that the Respondent did not register as a third party advertiser during the 2018 Municipal Election;

it being noted that the Committee received verbal presentations from Stephen Turner and the Respondent, with respect to this matter. CARRIED

At 12:38 PM A. Wright enters the meeting.

IN CLOSED SESSION

SCRIMGEOUR AND ROSS

That the 2018 Municipal Election Compliance Audit Committee (Committee) rise and go In Closed Session, for the purpose of deliberating with respect to the Application by Bill Armstrong for Compliance Audit of Shawn Lewis. CARRIED.

The Committee rises and goes In Closed Session at 12:39 PM

The Committee, In Closed Session, rises at 1:08 PM and reconvenes at 1:10 PM.
3.1 Application by Bill Armstrong for Compliance Audit of Shawn Lewis

SCRIMGEOUR AND ROSS

That the City Clerk BE DIRECTED to prepare a decision of the 2018 Municipal Election Compliance Audit Committee (Committee) with respect to the Application by Bill Armstrong for Compliance Audit (Application) of Shawn Lewis (Candidate) that outlines the reasons for the Committee’s decision to reject the Application and not to order a compliance audit in accordance with the Municipal Elections Act, 1996 as there was insufficient credible information provided to support an audit and therefore there are no reasonable grounds that the Candidate has contravened a provision of the Municipal Elections Act, 1996 relating to election campaign finances and an audit would not be in the public interest;

it being noted that the Committee received verbal presentations from Bill Armstrong and Shawn Lewis and the attached written submissions from Bill Armstrong and Shawn Lewis with respect to this matter. CARRIED

4. DEFERRED MATTER/ADDITIONAL BUSINESS

None.

5. ADJOURNMENT

SCRIMGEOUR AND ROSS

That the meeting of the 2018 Municipal Election Compliance Audit Committee BE ADJOURNED. CARRIED

The meeting adjourned at 1:12 PM.

_____________________________________
Andrew Wright, Chair

_____________________________________
Dan Ross, Member and Acting Chair (Item 3.4)

_____________________________________
Christene Scrimgeour, Member

_____________________________________
Catharine Saunders, Secretary
July 22nd, 2019

Audit Compliance Committee
c/o City Clerk’s Office
300 Dufferin Avenue
London, Ontario N6A 4L9

RE: Compliance Audit Application from W. Armstrong against S. Lewis

The application before you from W. Armstrong with regard to the Shawn Lewis Ward 2 Campaign is not one concerned with the upholding the Municipal Elections Act, fairness or democracy. If the applicant was truly concerned about those matters, he would not be in default on his own election campaign audit filing (see Attachment 1).

The application does not ask the committee to fulfill it’s mandate in ensuring campaign financial compliance but rather have the committee; overturn rulings of the City Clerk and Chief Elections Officer of the City of London, interpret adherence to the municipal sign by-law, and re-interpret provincial legislation to re-define the accepted definitions and practices of campaigns across Ontario as to what constitutes a donation to include community events during campaigns and community involvement prior to campaigns.

The applicant’s statement of objections makes many vague allegations and factually incorrect statements, such as “duration of the campaign” to describe mobile billboard signs that were in place for 1 and/or 2 months of a 6 month campaign. The application was clearly prepared without attention to accuracy as statements of complaint are not even correctly numbered (there are two objections listed consecutively as point 8). The use of language like “collusion” and “confession”, in his statement of complaint demonstrates the real motivation of the applicant. The applicant is attempting to weaponize the Compliance Audit Committee in a personal political grudge against the candidate who defeated him in a margin of nearly 2:1 ending his 7 term run in office.

A review of the points of complaint, and the material details provided including attachments of official campaign invoices, copies of emails with the city clerks off, and more, will demonstrate that this application holds no merit and should be dismissed in its entirety.

1. City of London Voter Information Meeting

London became the first municipality to adopt a ranked ballot electoral system in the 2018 Municipal Election. The City of London elections team conducted a number of ranked ballot information sessions across the community in the lead up to the election. These events were promoted by citizens at large,
by the Urban League of London and community associations. Incumbent Councillors from the 2014-2018 promoted and attend several of these information sessions as well.

The applicant, the incumbent at the time, chose not to avail himself of any opportunities to help inform constituents of the ranked ballot process. The applicant alleges the Shawn Lewis campaign benefited directly from this meeting, which there is no evidence to support.

The Clerk was made aware of the applicants concerns prior to the meeting taking place and ruled that it was not in violation of the Act to proceed.

The meeting was hosted by the Argyle Community Association, not the Shawn Lewis Ward 2 Campaign. No campaign materials were present or distributed at this meeting, nor did city staff promote Shawn Lewis as a candidate.

The decision to request this presentation from City Staff was a decision of the Argyle Community Association Board, of which Councillor Lewis was a single member, not the sole decision maker.

The complaint that collection of names, phone numbers and emails of Argyle Community Association members at the registration desk is standard practice at AGMs to ensure contact lists are up to date and that only registered members are participating in the organizations voting matters and has no relevance to the campaign.

The event took place outside of the campaign period and prior to the declaration of Mr. Lewis’ candidacy.

This is the second election cycle in a row in which Mr. Armstrong has complained about a rival candidate’s involvement in the community prior to an election campaign. This is relevant in so much as it establishes an ongoing pattern of frivolous and vexatious complaints by the applicant. It is also relevant in that through media commentary in the past election it has been established that it is considered a normal community standard for candidates to be involved in community life prior to becoming candidates (see Attachment 2- London Free Press article)

2: Commercial Property Billboard Advertisement

The applicant alleges that Shawn Lewis entered a service agreement for mobile campaign signs outside the campaign period and alleges that a city staff member confirmed this. The applicant then alleges that sign locations (property on which signs are displayed) should be considered to have a donation value beyond the cost of the signs and calls on the committee to assign a value.

The Committee should consider the following in regard to this complaint.

1) City staff never contacted the Shawn Lewis campaign with regard to any concern about sign contracts or the mobile billboard signs in question.
2) The mobile billboard signs in question were not displayed “for the duration of the campaign” as the applicant alleges but were in fact not positioned and displayed until September for the first locations and October for the second locations, with a contract for these entered into in August of 2018, well inside the campaign period (sign contracts included as attachment 3).

3) Finally the applicant wishes the committee to assign a “donation value” to sign locations, not the signs themselves but the physical locations at which they appear.

Mr. Armstrong is asking the committee to make an unprecedented decision that there is a monetary donation value to a physical location where a sign is placed in excess of the cost of the sign itself. What constitutes a donation cannot be considered to be such for a corporation, but not for an individual. If the committee were to accept the applicant’s position it would redefine what constitutes a donation. The result would mean that sign locations on all private property, including individual front lawns of voters would then have to be considered to be a campaign donation to any candidate and recorded appropriately. It would also require a “fair market value” assessment of every sign location. Is a sign on a busy artery more valuable than a sign at the end of a cul-de-sac because of traffic counts or property values? The applicant also describes the sites in question as “commercial properties”, though with the exception of the Dundas and Clarke Rd where the “Argyle Mall” is located and where ALL candidates located signs, the properties in question are currently undeveloped vacant land parcels, which had signs for all candidates, including Mr. Armstrong displayed.

The applicant is then asking the committee to assign at its discretion a value to such a “donation”, thereby making the value subjective which would be inconsistent with concepts of fairness. If the committee were to agree with the applicant that there is a “donation” value to sign locations beyond the cost of the signs themselves, it would be essentially re-writing the provincial act and opening every campaign not only in London, but across the province, subject to review and new rules which would then have to be applied retroactively.

In addition the applicant is asking the Audit Committee to make a decision on whether sign placement was consistent with Municipal Sign By-laws, which is outside the committee’s jurisdiction. It should further be noted that despite the applicants complaints about these sign locations, and the clever photography that omits the applicants signs from the photos, the applicant had signs displayed on these properties as well not to mention Canada Post Corporation Community Mailbox locations which would constitute Mr. Armstrong receiving a donation from the Crown. (see attachment 4 sign locations) What is demonstrated here is a selective objection to suit a narrative concocted by Mr. Armstrong.
3. Blackridge Campaign Support

The applicant alleges campaign costs were incurred with Blackridge Strategies which were not claimed in the campaign filing. This is false. Blackridge was contracted for two services, as was indicated in the public statement made by Councillor Lewis in Mr. Armstrong's “Confession” document copied from Mr. Lewis’ website:

Ward 2 Phone Poll, at a cost of $1425.50 invoiced on August 8th, 2018 claimed under “office expenses” as the Auditor and candidate agreed it did not have a category under which it more appropriately fit.

Pull the Vote Voice Mails, at a cost of $395.50 invoiced on Oct 16, 2018 claimed as an advertising expense as part of the audited statement filed with the clerk’s office.

The Blackridge invoices are included as attachment 5.

Further the applicant wishes the committee to believe that Blackridge discounted services because the cost of the phone poll for Councillor Lewis because it was less costly than the poll conducted on behalf of Councillor VanMeerbergen in his campaign. No two polls are the same and costs cannot be compared in the way the applicant alleges. Polls vary in cost depending on factors such as the number of questions asked, the number of phone numbers/residents included in the polling district, and the number of contacts made required to achieve the appropriate sample size for relevant data.

Further, it is not only unreasonable to expect a candidate to enquire what other candidates are paying for work but would also represent a breach of privacy and Non-disclosure agreements to have that information provided. The Blackridge contracts were paid at the price quoted.

4. Paolatto Campaign Donation and Shared Resources

The applicant alleges that the Shawn Lewis campaign received support from the Paul Paolatto Mayoral campaign that constitutes unclaimed donations/expenses. A review of the specifics in this complaint quickly show that no financial contribution rules were broken and the Mr. Lewis’s statement on this matter is supported by the statement of the Paolatto Campaign Manager Nathan Caranci (see attachment 6).
1) Ribfest “meet the candidates tent”, had no connection to the Paul Paolatto campaign. Ribfest organizers offer an open invitation to candidates across the city to have signage and material at a “meet the candidates” location as a public service to provide individuals the opportunity to meet local candidates. Multiple candidates, school board trustees, ward council candidates, and mayoral candidates attended this event for various lengths of time on the day it was offered. **No candidate was required to pay any fee to attend, nor were citizens attending required to pay an admission fee. No expenses were incurred.** **Attending events to meet & greet the public when invited to do so is an established part of political campaigns which has no precedent for being considered a campaign contribution.**

2) The “shared campaign office” allegation is apparently based on a sign location and a BBQ event held by Mr. Paolatto at which Mr. Lewis was invited to attend and participate as a keynote speaker. At no point on any campaign materials or on social media was 1625 ever advertised as a campaign office location for Mr. Lewis. The Lewis Campaign did not use the space for any campaign work, and **no costs were incurred.**

Mr. Paolatto did offer Mr. Lewis a campaign sign location outside the building, for a portion of the campaign but as per the second complaint, a sign location has by convention in every campaign been considered to be the cost of the sign itself, not a particular location.

There is no prohibition from candidates cooperating in an election campaign to support each others ideas or candidacy. Mr. Paolatto and Mr. Lewis had an overlap in supporters. Many residents lawns in Ward 2 displayed both signs, there were volunteers who gave time to both campaigns, as well as donors who donated to both campaigns, so that Mr. Paolatto invited Mr. Lewis to join him at a community BBQ event in Ward 2 and say a few words is not only unsurprising, but is not a violation of the Act as there is no prohibition against candidates attending each other’s events.

3) The final component of this allegation is with regard to a video produced by Mr. Paolatto with Mr. Lewis in his role as the Argyle Community Association chairperson, discussing community issues. This video was produced and circulated prior to Mr. Lewis’ candidacy and did not present him as a candidate and therefore cannot be construed to be a campaign expense or donation.

There is no prohibition for any individual to have a life and community roles outside of a campaign period and fulfill those roles as noted earlier in response to complaint 1. As was noted in local media by a expert from Western University (refer back to attachment 1) just as an incumbent may benefit from “name recognition” in their role as a city councillor, challengers may enjoy name recognition from roles prior to becoming a candidate. London West MP Kate Young for example enjoyed the benefit of name recognition as a CTV News personality prior to her election. **Mr. Lewis is a regular weekly content provider on Corus**
Radio AM980’s Craig Needles Show and was host for 3 seasons of #LdnOnt TV on Rogers Community Cable. Though it can be reasonable assumed that regular TV and radio appearances would provide a much higher benefit than a single social media post speaking as chairperson of a community association, Mr. Armstrong has not listed any objection to these appearances. This may be the result of Mr. Armstrong already failing in a defamation lawsuit against Corus Radio, Mr. Lewis and other content providers on the Craig Needles Show (see attachment 9, Notice of Discontinuance), but is relevant as it does demonstrate the personal grudge nature of Mr. Armstrong’s complaints.

With regard to the joint press release in October of 2018 with Mr. Lewis supporting Mr. Paolatto’s housing policy, again there is no prohibition against candidates supporting each other’s ideas or endorsing one another, it is in fact established practice. In 2014 multiple candidates joined each other at several press conferences including Councillor Morgan’s “voter app” launch and candidate Nancy McSloy’s transit policy push.

In 2018 candidate cooperation occurred multiple times, including Lewis and Ms. O’Brien in Ward 1 sharing a policy video calling for more overpasses and underpasses at train crossings, and Mr. Lewis with Councillors Morgan and Ridley on better snow plowing. This again establishes a pattern of selective objections not of ensuring compliance but rather to weaponize the committee to establish a narrative to undermine Councillor Lewis’ political credibility in the community.

5. Election Signs

The applicant makes several complaints with regard to “election signage”, in addition to those already made in complaint 2. Three of four of Mr. Armstrong’s objections in this section are unrelated to Councillor Lewis’ campaign signage, while the fourth objection asks the committee to both interpret municipal sign by-laws and overturn a ruling of the clerk that the signs in question were brought into compliance.

1) #LdnOntTV Rogers program signage, Mr. Lewis hosted the program #LdnOntTV for 3 seasons on Rogers TV and in August of 2017 did purchase a small sign order to promote the program. These signs were taking advantage of the fact that two competing groups were displaying pro-BRT and anti-BRT signs around the city, and as this was a topic of discussion on the TV show, show signs were designed by Mr. Lewis to drive new viewership (this was approved by the station manager, and included the TV show logo and air time, and the Rogers logo in addition to Mr. Lewis’ name). Signs were displayed in locations around London, not only in Ward 2. Allegations that signs promoting a TV show constitute election campaigning simply don’t hold water, media programs advertise themselves regularly and the signs were displayed beyond the electoral district in which Mr. Lewis would eventually become a candidate.
2) Respect the Limit Signs, a promotional initiative by the city of London, these signs were available for pick-up at community centres by residents. As chairperson of the Argyle Community Association, Mr. Lewis did acquire approximately 30 signs to distribute in the Argyle neighbourhood and for pick-up at the Argyle Community Association AGM (at which the City of London provided the Voter Information Session on ranked ballots referred to by the applicant in complaint #1). Many of these signs were distributed by incumbent councillors as well. The applicant had equal opportunity to help make these available to residents prior to the campaign period.

When the applicant complained to the City Clerk about the distribution of the Respect the Limit signs, the Clerk contacted Mr. Lewis. In an email exchange Mr. Lewis indicated the overwhelming majority of signs had been distributed prior to the campaign commencing, and that the signs were not being distributed by him or his campaign team during the course of campaigning. Mr. Lewis even accounted for the two signs handed out during the campaign period on June 10th as being done as a private citizen on a personal visit to a friend (The Richard family, who have been part of Mr. Lewis’ hockey community for over 6yrs).

The applicant complained again in October, long after the Respect the Limit signs had been exhausted. Whether residents retained those signs and put them back on display when the school year resumed or acquired them elsewhere is beyond Councillor Lewis’ ability to answer.

3) Anti-BRT signs appeared in Wards all across the city during the campaign, including a few on lawns that also displayed Lewis lawn signs as well as lawn signs for other candidates. Neither Mr. Lewis nor his sign team distributed Anti-BRT lawn signs as part of their campaign efforts. Anonymous “confidential” statements of “witnesses” amount to hearsay, and potentially be the result of ulterior motives of individuals involved. It would be outside the mandate of the Audit Committee to consider these as reasonable evidence of financial campaign violations or to hold them in confidence as compliance reviews are to be held in public session as matters of public interest.

4) Campaign Headquarters Signage is allowed outside the time frame the sign-by-law allows for regular campaign signs. All 3 (despite the applicant stating 4 locations when there were in fact 3, bringing into question the credibility of the complaint) sites represented campaign headquarter sites designated for campaign gatherings, volunteer rally points for canvassing, and as point of contact for campaign donation mailings. The Clerk’s office did contact Mr. Lewis, who responded to the complaint, discussed with the clerk, and brought the sign locations into compliance with her ruling. Again however the applicant is asking the committee to adjudicate on the municipal sign by-law which is outside its mandate. The email exchange with the Clerk’s office also indicates, contrary to Mr. Armstrong’s allegations, that all three residential addresses in question were on record with the clerk’s office as “campaign headquarters” locations.

The emails between the City Clerk and the City of London Elections Office with regard to “Respect the Limit” and “Campaign Headquarters” signage/location are included (attachment 7).
6. Website

Mr. Lewis has owned the domain shawnlewis.ca since 2014. It was initially set-up as a campaign site for a school board trustee campaign. After the 2014 campaign Mr. Lewis made changes to the site but kept it as a vehicle for commenting on local issues. The site was used outside of the campaign period for local commentary including but not limited to; media clips from Mr. Lewis’ TV and radio appearances, issues in the city such as BRT, the designation of a Vimy Ridge Park, the resolution of the contract dispute between the city and firefighters, the strike at the CAMI plant, and more.

Again, individuals are allowed to have a life prior to becoming a candidate and there are no prohibitions against that being in the public eye. Further, when the campaign period began, Mr. Lewis had the website appearance altered and changed the hosting from GoDaddy to Praxica Inc (and the invoice from Praxica Inc for the hosting transfer and the redesign was accounted for in the audited statement and is included as attachment 8) to delineate the campaign site from the pre-campaign site.

Mr. Armstrong wishes the committee to compare this site to those of Paul Cheng and Paul Paolatto, however unlike those sites shawnlewis.ca has a demonstrated history of use outside of the campaign period for personal opinion on local issues, both city hall related and non-city hall related matters.

Further Mr. Armstrong alleges that the site was collecting donations outside the campaign period for the campaign. This is false. For a short period of time the site did allow for donations to help support Freedom of Information requests, but ultimately only one MFIPPA request was ever made by Lewis, no donations were collected during that period of time, and the donate button was removed after the MFIPPA request was complete. This is supported by the Paypal account transactions for the account that was attached to the website until the campaign period began.

7. Thames Valley School Board Donation

On September 27th Mr. Lewis did attend, at the invitation of the Lord Nelson Home & School Association, a “meet the teachers” BBQ and school community fun night at Lord Nelson School. Contrary to the allegations of the applicant, this was not a Thames Valley District School Board event, but an event held by the parent volunteers of the Home & School Association, an important distinction. Furthermore contrary to his allegations, Mr. Armstrong was extended an invitation to attend as were School Board Trustee candidates, but according to the Home & School President Christine Shaw, failed to respond. Due to a scheduling conflict Trustee Rahman was unable to attend but Mr. Lewis provided a space on his table for her material. Attending community events when invited is an established convention of political campaigns and not something considered to be a campaign contribution. Again the applicant is asking the committee to redefine the Municipal Elections Act and assign donation value to attending events setting a new precedent which would impact every campaign in the province and which the committee would be applying retroactively.
8. Additional Campaign Expenses

Mr. Armstrong alleges additional campaign expenses require further audit, with no specifics and alleges that volunteer work should be assigned a value as well because of the “skill” required. Again, no specifics are mentioned, just vague allegations. Clearly the applicant is making considerable assumptions in his statement and impinging Mr. Lewis’ reputation.

The applicant sites Mr. Lewis’ “over a decade of election campaign experience”, as that included working on Mr. Armstrong’s wife’s 2011 provincial campaign. Mr. Armstrong is well aware that Mr. Lewis’ experience has included designing and producing campaign literature and online content that did not require outsourcing to “skilled work”. Further because of Mr. Lewis’ extensive experience, many of the volunteers involved in his campaign had worked with him on previous campaigns and brought experience of their own from past campaigns. There are no specifics sited, no reasonable proof of these allegations.

9. Confidential Evidence Submission

As these are public meetings, and submissions are a matter of public record, confidential submissions are not within the mandate of the Audit Compliance Committee.
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Sales Tax Summary

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Total $2,231.75

Payments/Credits $0.00

Balance Due $2,231.75

It's been a pleasure working with you!

GST/HST No. 805472081
# Invoice

**Date**: 2018-08-01  
**Invoice #**: 4931

## Invoice To

- Shawn Lewis Signs
- Shawn Lewis

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## Sales Tax Summary

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It's been a pleasure working with you!

**GST/HST No.**: 805472081
**Invoice**

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<td>Size 18 x 24 Double Sided Election Signs (REPEAT)</td>
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<tr>
<td>Step Stakes</td>
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<tr>
<td>Tim advised Shawn that freight would be added in the cost (FYI)</td>
<td></td>
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<tr>
<td>As per TG email dated Sept 6th 2018</td>
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</tbody>
</table>

**Sales Tax Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HST (ON) @ 13.0%</td>
<td>186.88</td>
</tr>
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<td>Total Tax</td>
<td>186.88</td>
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</table>

**Total** $1,624.38

**Payments/Credits** $0.00

**Balance Due** $1,624.38

*It's been a pleasure working with you!*
Postcard Portables  
21695 Clarke Road  
Arva, Ont  
N0M 1C0

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double sided sign Rental on location @ SE Corner and Wavell SHAWN LEWIS</td>
<td>350.00</td>
</tr>
<tr>
<td>Double sided sign Rental on location @ NW Corner Clarke and Trafalgar SHAWN LEWIS</td>
<td>350.00</td>
</tr>
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Install date Aug 30th 2018  
1st of 2 invoices

Sales Tax Summary

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<tr>
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<tr>
<td>HST (ON)@13.0%</td>
<td>91.00</td>
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<td>Total Tax</td>
<td>91.00</td>
</tr>
</tbody>
</table>

Total $791.00
Payments/Credits $0.00
Balance Due $791.00

It's been a pleasure working with you!

GST/HST No. 885472081
MINI-BILLBOARD SIGN RENTAL CONTRACT

Tim Gibbon
519-494-4266 tim@postcardportables.com
Postcard Portables London www.postcardportables.com

Double-Sided Portable Billboard Structure(s) with full colour graphics on both faces.

- Contract does not become void or terminated if signs have to be relocated due to unforeseen circumstances.
- Fee of $50.00 to move sign(s) to new location once sign is set up in place.
- Permit for sign(s) to be arranged by Postcard Portables and funded by client.
- Interest Charges will be applied to any invoice not paid within 30 days of invoice date.
- Graphic Design Creative to be used for Postcard Portables Ltd. official use only.
- For rental contracts of 3 months or less, payment in full is required at time of artwork approval. Contracts 4 months or more require post-dated cheques to be supplied by client, with first months payment collected upfront.
- In the event the client extends the contract past the original date, the client is to provide Postcard Portables a 30 days written advance notice of any termination of sign rental contract. If not, the client will be invoiced for the next additional month as well.

Customer initial ____________________________

<table>
<thead>
<tr>
<th>MONTH TERM</th>
<th># OF SIGNS</th>
<th>RENTAL DUE PER MONTH</th>
<th>CITY SIGN PERMIT FEE PER MONTH</th>
<th>TOTAL DUE FOR FIRST MONTH'S RENTAL</th>
<th>13% HST</th>
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<th>TOTAL TO BE COLLECTED FOR SUBSEQUENT RENTAL MONTHS</th>
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<tr>
<td>2</td>
<td>x</td>
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<td>$700.00</td>
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<td>$791.00</td>
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Side A

Shawn Lewis
WARD 2 COUNCILLOR
www.shawnlewis.ca

Side B

Shawn Lewis
WARD 2 COUNCILLOR
www.shawnlewis.ca

Notes:
1 Sign on location SE Corner Clarke and Wavell
1 Sign on location NW Corner Clarke and Trafalgar

Shawn Lewis
Company Name
Shawn Lewis - 226-448-1972
Contact Name

Address to send Invoice
Email
shawn@shawnlewis.ca
Aug 31, 2018
Contract Date
Aug 30, 2018
Install Date
**MINI-BILLBOARD SIGN RENTAL CONTRACT**

**Tim Gibbon**  
519-404-4266  
tim@postcardportables.com  
www.postcardportables.com

**Double-Sided Portable Billboard Structure(s) with full colour graphics on both faces.**

- Contract does not become void or terminated if signs have to be relocated due to unforeseen circumstances.
- Fee of $50.00 to move sign(s) to new location once sign is set up in place.
- Permit for sign(s) to be arranged by Postcard Portables and funded by client.
- Interest Charges will be applied to any invoice not paid within 30 days of invoice date.
- Graphic Design Creative to be used for Postcard Portables Ltd. official use only.
- For rental contracts of 3 months or less, payment in full is required at time of artwork approval. Contracts 4 months or more require post-dated cheques to be supplied by client, with first month payment collected up front.
- In the event the client extends the contract past the original date, the client is to provide Postcard Portables a 30 days written advance notice of any termination of sign rental contract. If not, the client will be invoiced for the next additional month as well.

<table>
<thead>
<tr>
<th>MONTH TERM</th>
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<td>$350.00</td>
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<td>$45.50</td>
<td>$395.50</td>
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**Notes:**

1 Sign on location SE Corner Clarke and Dundas

---

**Shawn Lewis**  
Company Name: Shawn Lewis - 226-448-1972  
Contact Name  
Address to send invoice: shawn@shawnlewis.ca  
Email:  
Sept 25, 2018  
Sept 24, 2018
# Invoice

**Postcard Portables**

21695 Clarke Road  
Arva, Ont  
N0M 1C0

## Invoice To

Shawn Lewis

<table>
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<th>Description</th>
<th>Amount</th>
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<td>Double sided sign Rental on location @ Dundas and Hale</td>
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## Sales Tax Summary

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| Total          | $395.50|
| Payments/Credits| $0.00  |
| Balance Due    | $395.50|

It's been a pleasure working with you!

**GST/HST No.** 805472081
# Invoice

**Postcard Portables**
21695 Clarke Road
Arva, Ont
N0M 1C0

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double sided sign Rental on location @ SE Corner and Wavell SHAWN LEWIS</td>
<td>350.00</td>
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<tr>
<td>Double sided sign Rental on location @ NW Corner Clarke and Trafalgar SHAWN LEWIS</td>
<td>350.00</td>
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2nd of 2 invoices

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**Sales Tax Summary**

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<th>Description</th>
<th>Amount</th>
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<td>91.00</td>
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</table>

**Total** $791.00

**Payments/Credits** $0.00

**Balance Due** $791.00

It's been a pleasure working with you!

---

**GST/HST No.** 805472081
ARMSTRONG CAMPAIGN SIGNS
LOCATED ON THE SAME PROPERTY AS
LEWIS SIGNS SITED IN COMPLAINT
CIRCLED AND INDICATED BY ARROW.
OTHER CAMPAIGN SIGNS ALSO
VISIBLE.
Lewis sign location on vacant land lot:
# Blackridge Strategy

210 - 717 Richmond Street  
London ON N6A 3H1  
(226) 448-9763  
amir@blackridgestrategy.com  
blackridgestrategy.com  
GST/HST Registration No.: 75918 9265  
RT0001

## INVOICE

**INVOICE TO**  
Shawn Lewis Ward 2 City  
Council Campaign

**INVOICE #** 22092018-1036-33  
**DATE** 16/10/2018  
**DUE DATE** 15/11/2018  
**TERMS** Net 30

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<tr>
<td>Voice Drops</td>
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<td>HST ON</td>
<td>350.00</td>
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</table>

Shawn Lewis Ward 2  
Voice Drops

SUBTOTAL          | 350.00
HST (ON) @ 13%    | 45.50
TOTAL             | 395.50
BALANCE DUE       | $395.50

Pd

etransfer
Blackridge Strategy  
210 - 717 Richmond Street  
London ON N6A 3H1  
(226) 448-9763  
amir@blackridgestrategy.com  
blackridgestrategy.com  
GST/HST Registration No.: 75918 9285  
RT0001

INVOICE

INVOICE TO  
Shawn Lewis Ward 2 City Council Campaign

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<tr>
<td></td>
<td>Polling</td>
<td>HST ON</td>
<td>1,261.50</td>
</tr>
</tbody>
</table>

London Ward 2 Poll  

| SUBTOTAL   | 1,261.50       |
| HST (ON) @ 13% | 164.00  |
| TOTAL      | 1,425.50       |
| BALANCE DUE|                |

$1,425.50
Dear Committee Members,

My name is Nathan Caranci and I served as Co-manager of Paul Paolatto’s 2018 Campaign for Mayor of London. Please accept this response to the complaints listed specifically within paragraph 4 of Bill Armstrong’s submission to the Compliance Audit Committee, entitled “Paolatto Campaign Donations and Shared Resources”.

1. “The Paul Paolatto and Shawn Lewis campaigns shared... a rented space with a tent and equipment at Ribfest on August 4, 2018.”

This allegation is false. The space in question was not rented by either the Paul Paolatto or Shawn Lewis campaigns. The space was also not used exclusively by the two respective campaigns. Instead, this space served as a “Meet The Candidates” tent, wherein registered candidates for the 2018 municipal election were offered space to meet and greet attendees of Ribfest. These types of spaces are not uncommon when festivals overlap elections. The Paolatto campaign used the space at Ribfest alongside many other candidates, which included nearly a dozen candidates for Mayor, Council, and School Board Trustee. The space was also used by some of the Paolatto campaign’s political opponents, such as then-candidates Paul Cheng and Ed Holder.

2. “Shawn Lewis also shared the use of rented office space with Paul Paolatto... at 1625 Dundas St, London, Ontario N5W 3C3. A meet the candidates free barbeque was held at the Dundas location on September 11 2018... Both candidates [sic] election signs were affixed to the building throughout the election, indicating that this was a shared office space.”

This allegation is false. At no point during the municipal election did Shawn Lewis use space at 1625 Dundas Street East. At the request of the Paolatto campaign, Shawn Lewis agreed to serve as the keynote speaker for the Paolatto campaign’s event on September 11, 2018. We also asked then-candidate Lewis to put up an election sign on the property, which he accepted. The space at 1625 Dundas Street East never served as shared office space between the campaigns of Paul Paolatto and Shawn Lewis.
3. “Paul Paolatto had interviewed Shawn Lewis under the guise of Shawn Lewis being the A.C.A President. However, Shawn Lewis and Paul Paolatto were fully aware that Shawn Lewis would be registering as a candidate the following week.”

In early April of 2018, Paul Paolatto and Shawn Lewis recorded a conversation to be uploaded on Paul Paolatto’s Facebook Page. There was no mention of candidature or potential candidature by either party during their discussion. Neither Paul Paolatto or Shawn Lewis was a registered candidate for public office at the time of this production as the registration period had not yet begun. Therefore, any expenses related to the production and distribution of this video are not eligible to be considered campaign expenditures.

4. “In October 2018 there was a joint press release at the London-Middlesex housing authority property. Paolatto provided Shawn Lewis with online advertising through social media postings.”

On October 18, 2018, the Paolatto campaign held a press conference outlining his plan to improve the availability of affordable and social housing units in London. Shawn Lewis was spoke at the press conference in an effort to endorse Mr. Paolatto’s plan. The Paolatto campaign uploaded a condensed version of the CTV News report on Facebook and YouTube, and promoted that video to be seen as an advertisement on both platforms. While Shawn Lewis can be seen standing behind Mr. Paolatto during the press conference, neither his name nor his comments appear in the promoted video. All costs related to the promotion of this video were incurred exclusively by the Paul Paolatto campaign

Based on the information provided above, I respectfully request that the Committee disregard the Applicant’s complaints pertaining to the relationship between the campaigns of Shawn Lewis and Paul Paolatto.

Regards,

Nathan Caranci
Good Afternoon:

We have received a complaint that you may be distributing City of London “Vision Zero London: Respect the Limit” signs as part of your campaigning as a candidate in the Municipal Election. As these signs are produced by the City of London, they are considered to be a Corporate Resource.

To ensure that you are aware of the restrictions under the Municipal Election Act and the City of London Policy with respect to use of corporate resources for campaign purposes, I have attached to this email the City of London Policy.

For your information section 88.8(4) of the Municipal Elections Act states in part:

“For greater certainty, and without limiting the generality of subsection (3), the following persons and entities shall not make a contribution:

5. The Crown in right of Canada or Ontario, a municipality or a local board.”

Section 88.18 of the Municipal Elections Act requires municipalities to establish rules and procedures with respect to the use of municipal resources, during the election period, noting that municipalities cannot contribute to a campaign.

I bring these regulations to your attention, given that complaint that has been raised.

Cathy

Cathy Saunders, MPA, RPP
City Clerk
City Clerk’s Office
City of London
P.O. Box 5035, London, Ontario N6A 4L9
P: 519.661.CITY (2489) x 4937 | Fax: 519.661.4892
Hi Cathy,

Thank you for your email.

In my role with as chair (now past chair) of the Argyle Community Association, I did acquire a quantity of Vision Zero signs for our residents since the signs were only available at community centres and residents in the Argyle neighbourhood lack such a facility. People were made aware via social media that we had signs should they want one. In fact they were available and some were taken by residents at the AGM you attended to present to us on ranked ballots, prior to the campaign period beginning.

The signs I distributed were done by request and they were quite well received. More than once delivering a sign led to a neighbour asking for one as well.

I acquired additional signs as a private citizen when the community association supply ran out. I delivered those to several homes, including to people living in other Wards.

As of June 10, the final two Vision Zero signs I had left were delivered while I was visiting my friend April Richard at 39 Wexford. One went on her property and one went on the property of her neighbour across the street who asked for one.

A team of my volunteers was in the area canvassing the previous day (June 9th, on an event publicly advertised on social media), so perhaps that led to confusion on the part of the complainant, however I was not campaigning on June 10 at the time I delivered those signs, I was visiting a personal friend.

Best regards,
Shawn

Good Afternoon:
We have received a concern that “Respect the Limit” signs have recently appeared on some streets in Ward 2.

This program was ceased after the opening of nominations to ensure that candidates were not using the signs as part of their campaign.

I have been advised that you were issued a number of “Respect the Limit” signs prior to May 1st in your capacity as a member of a neighbourhood association and not as a candidate.

If you or any of your campaign team have been handing these signs to residents when as part of your campaigning, that activity is in violation of the Municipal Elections Act and the City of London’s “Policy to Restrict the Use of City of London Resources for Municipal Election Purposes” as the signs are corporate resources.

If this activity is happening, I ask that you cease.

I have attached the Policy for your information.

Thank you.

Cathy

Cathy Saunders, MPA, RPP
City Clerk
City Clerk’s Office
City of London
P.O. Box 5035, London, Ontario N6A 4L9
P: 519.661.CITY (2489) x 4937 | Fax: 519.661.4892
csaunder@london.ca | www.london.ca

Shawn Lewis <shawn@shawnlewis.ca> Thu, Oct 18, 2018, 1:41 PM

to Cathy

Dear Ms. Saunders,

Thank you for your email. As per our much earlier email exchange on this issue on June 15, you are correct that I had signs on behalf of the Argyle Community Association prior to May 1st. That supply of signs was
long ago exhausted by the community association and I do not have any Respect the Limit signs in my possession.

I am sorry that someone is wasting your time on this. Frankly, I am spending too much of my own time replacing damaged and stolen campaign signs to be running a parallel sign campaign of any sort.

Sincerely,
Shawn Lewis
Candidate for Ward 2, London City Council
e: shawn.w.lewis@gmail.com
c: 226-448-1972
t: @shawnwlewis

---

Saunders, Cathy csaunder@london.ca via bounce.secureserver.net Thu, Oct 18, 2018, 1:47 PM
to Elections, Shawn

Dear Mr. Lewis:

Thank you very much for your quick response.

Cathy

Cathy Saunders, MPA, RPP
City Clerk
City Clerk’s Office
City of London

P.O. Box 5035, London, Ontario N6A 4L9
P: 519.661.CITY (2489) x 4937 | Fax: 519.661.4892

---

CAMPAIGN HEADQUARTERS AND ELECTION SIGNAGE

From: Shawn Lewis[SMTP:SHAWN@SHAWNLEWIS.CA]
Sent: Friday, May 04, 2018 9:29:21 PM
To: Elections; Corman, Sarah
Subject: Campaign Registration
Auto forwarded by a Rule
Hi Sarah & team,

A quick question/request, on May 1st when I registered, I only had 1 of my campaign locations confirmed, but I now have the 2nd confirmed.

Can I get my mailing address on the website changed to:

359 Speight Blvd, London ON, N5V3J8

For your information, 359 Speight will be serving as my fundraising & financial/telephone hub, while 188 Vancouver will be serving as my foot canvass and sign crew hub.

Therefore, for mailing purposes, having the address where both donations and invoices are being directed listed on the candidate info makes the most sense.

If I have to amend any forms, please let me know and I can do that on Monday.

Cheers,

Shawn Lewis
226-448-1972

Raycroft, Jeannie jraycroft@london.ca via cityoflondon.onmicrosoft.com

to SHAWN@SHAWNLEWIS.CA

Hello Shawn,

Your information has been updated.

Kind regards,

Jeannie Raycroft
Elections and Special Projects
City Clerks Office
City of London
Hello,

I'm writing in follow-up to my telephone conversation with Jennie this morning re: election signs, which I have posted on the properties functioning as my campaign headquarters locations.

As noted on my campaign filing:
359 Speight Blvd is a location being used by my campaign team for fundraising efforts, including calling and is the mailing address for cheques.

188 Vancouver St. is being used as my primary campaign location. Signs, sign posts, assorted campaign materials (including things like buttons, water for volunteers, paper plates and cups for events) and some canvassing material is being stored there and it is a location being used by myself and volunteers to do online work as well.

1733 Wavell St. is my third campaign location, which is the location at which we are staging foot canvassing activities from. Volunteers gather there and pick-up canvass kits (ie: maps, flyers, clipboards, etc) and form up in teams to head out for door to door efforts.

Best regards,
Shawn Lewis
With regard to the complaint made, all 3 locations are private properties serving in different capacities as campaign headquarters (addresses and campaign activities at those locations have been specified to the Elections Office, two were already registered with the City, the 3rd came "online" as a campaign location on June 9th and the conducting of election campaign activities at all 3 spots is documented). All three locations also respect the setback requirements laid out in the by-law.

So in follow-up to the complaint, I would respectfully submit the following:

A campaign office in the by-law is defined as:

“Campaign Office” means a building or structure, or part of a building or structure, used by a Candidate to conduct an election campaign;

As a building or structure cannot exist without land to be located on, the interpretation I have of the by-law is that would include the property on which the campaign office activities were occurring, including frontage and parking.

Campaign activities might (and in fact already have) include gathering on lawn of the property for a BBQ, or for volunteer organizing. Therefore the lawns themselves are part of the building or structure being used to conduct campaign activities.

Therefore: Subsections 2.2 (a) and (b) do not apply to an Election Sign promoting a Candidate on a Campaign Office or a Billboard. exempts these properties from the July 27th date for sign locations. That would include lawn and driveway space as the lawns/driveways are attached to these properties as those spaces are being used for elections activities.

The situation that exists is really no different than a candidate who has a commercial space with a sign in the parking lot or sign pylon to be allowable, even though the sign pylon may stand separate from and not be attached to the building or structure in which the campaign unit is located.

One would be hard pressed to imagine that a sign pylon itself would be host to campaign activities, but a unit on the same property which the pylon was placed may be host campaign activities.

Further to that, the by-law does not specific that the building or structure must be permanent in nature.

I do not believe the interpretation that was communicated to me that the sign must be on the actual building is accurate, nor does it reflect the intent or general purpose of the by-law, which was to reduce sign pollution during the campaign period.

While the signs are currently on T-bar on lawns, it would require only an hour or two of a volunteer's time to create 3 wooden A-frame structures, to mount signs on at these locations. If I were to do that, the situation would be the same as a sign pylon on a commercial plaza. While these structures would remove any need to have the clerk interpret the by-law, because as structures they would meet the letter of the by-law, they would be larger and create increased visual pollution, running counter to the intent of the by-law.

I would therefore ask the clerk to consider the information I have provided, review the intent and clauses of the by-law and provide a response in writing as to the acceptability of leaving these signs on T-bar posts on the 3 locations on which campaign activities are being conducted.

If it is the clerk's view that the signs cannot remain on posts, I will work to have them moved to temporary wooden structures in the next 72hrs.
Best regards,
Shawn Lewis
226-448-1972

Saunders, Cathy
Fri, Jun 15, 2018, 1:27 PM

Good Afternoon:

Respectfully, I do not agree with your interpretation of the By-law. As a result, all signs are to be placed in compliance with the Election Sign By-law.

I am concerned with your request for 72 hours to have all signs in compliance with the By-law and request that the signs be removed and placed in compliance with the By-law.

I understand that there may also be a sign at Carlyle Drive. Could you please advise if this is the case?

Thank you for your cooperation in these matters.

Shawn Lewis <shawn@shawnlewis.ca>

Fri, Jun 15, 2018, 1:48 PM

to Cathy

Hi Cathy,

Thank you for the quick reply. Although I disagree, I appreciate your consideration and respect your ruling on this matter.

There is no sign on Carlyle Drive drive, there never has been. I have not even gotten to Carlyle drive yet canvassing and all of my signs are accounted for (of the 100 I purchased 3 are on the properties indicated at 1733 Wavell, 188 Vancouver, and 359 Speight, the remaining 97 are on the skid they were delivered on, in storage, awaiting July 27).

The primary reason for 72hrs request is simply logistics. I am at work today, have 3 events scheduled for this evening, and 3 more tomorrow. There is also the additional factor of volunteers also have jobs, my campaign
manager just had his first child born this week and this weekend is also Fathers Day, so getting a volunteer with a truck will require me to work around that as well. I expect I should be able to get a couple of volunteers to help and visit all 3 locations by Sunday and have the signs attached to buildings or structures, so that everything is in compliance by Monday morning.

Best regards,
Shawn

---

Shawn Lewis <shawn@shawnlewis.ca> Sun, Jun 17, 2018, 6:44 PM
to elections, Cathy

Hi Cathy & team,

I am writing in follow-up to our emails and my telephone conversation with Jennie on Friday, to confirm that as of 6pm Sunday June 17th, all 3 campaign headquarters locations signs are in compliance with the by-law.

All three signs are now attached directly to the buildings (homes) we are using for campaign activities per Jennie's direction to me.

At 379 Speight and 1733 Wavell the signs are attached to the metal railings of the front porches and at 188 Vancouver St the sign is now fixed to a wooden frame that is attached directly to the front porch via screws securing it to the masonry.

Best regards,
Shawn Lewis
# Invoice #000006

**Invoice Date:** 2018-05-15  
**Due Date:** 2018-05-15  

Shawn Lewis City Council Campaign  
Shawn Lewis City Council Campaign  
67 Trapper St.  
London, ON  
NSW 685

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<td>Add Button</td>
<td>1.00</td>
<td>C$60.00</td>
<td>C$60.00</td>
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<td>2018-05-15</td>
<td>Hosted CiviCRM and Wordpress (per Month)</td>
<td>1.00</td>
<td>C$50.00</td>
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</tbody>
</table>

**Net Price:** C$695.00  
**Tax:** C$0.00  
**Total Price:** C$695.00  
**Amount Due:** C$695.00

Thank you for your patronage!
ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WILLIAM JOHN ARMSTRONG

Plaintiff

and

CORUS ENTERTAINMENT INC., CRAIG NEEDLES, SHAWN LEWIS, NANCY MCSLOY, JOSEPH WILSON, ROBERT SPENCER, CHERYL MILLER, CHRISTOPHER GEORGE and STEWART BLAIR

Defendants

NOTICE OF DISCONTINUANCE

The Plaintiff wholly discontinues this action against the Defendant Shawn Lewis.

July 3, 2015

MCKENZIE LAKE LAWYERS LLP
140 Fullarton Street, Suite 1800
London ON N6A 5P2

Sean C. Flaherty (56379Q)
Tel: 519-672-5666
Fax: 519-672-2674

Lawyers for the Plaintiff

TO:

POLISHUK CAMMAN & STEELE
535 Talbot Street
London, Ontario N6A 2S5

Susan A. Toth
Tel: 519-858-8005
Fax: 519-858-4013

Lawyers for the Defendants
Shawn Lewis, Nancy McSloy, Joseph Wilson and Robert Spencer
NOTE: If there is a counterclaim, the Defendant should consider rule 23.02, under which the counterclaim may be deemed to be discontinued.

NOTE: If there is a crossclaim or third party claim the Defendant should consider rule 23.03, under which the crossclaim or third party claim may be deemed to be dismissed.

RCP-E 23A (July 1, 2007)
WILLIAM JOHN ARMSTRONG -and- CORUS ENTERTAINMENT INC. et al.
Plaintiff
- and -
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEDING COMMENCED AT
LONDON

NOTICE OF DISCONTINUANCE

MCKENZIE LAKE LAWYERS LLP
140 Fullarton Street, Suite 1800
London, Ontario N6A 5P2

Sean C. Flaherty (56379Q)
Tel: 519-672-5666
Fax: 519-672-2674

Lawyers for the Plaintiff,
William John Armstrong
TO: 2018 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

RE: BILL ARMSTRONG REPLY TO SHAWN LEWIS SUBMISSION – JULY 26, 2019

1. Shawn Lewis complaint pertaining to Armstrong expense filing – Attachment 1 Default Filing
   Shawn Lewis is correct that Bill Armstrong’s expense report was filed without an auditor’s letter. An auditor was contracted to complete the work by Bill Armstrong. However, there was issue with the contracted auditor that made him unable to complete the work. This issue is not relevant to the request by the Applicant for a compliance audit to be completed on the Shawn Lewis campaign expense filing.

2. Shawn Lewis voter information meeting – Attachment 2 signs invoices-contracts
   It is untrue that “The Clerk ... ruled that it was not in violation of the Act to proceed.” To the Applicant’s knowledge there was no “ruling” in the Respondent’s participation in the Voter Information meeting. Cathy Saunders only stated to Bill Armstrong that she would now attend the meeting, after becoming aware of Bill Armstrong’s concerns. A video has been provided to the committee through Cathy Saunders in the form of YouTube links. There had been security concerns about providing the video in various formats. Bill Armstrong submitted the meeting video in the following formats: USB device, Google Drive Link, DropBox Link, and YouTube Link. Cathy Saunders had cited that the city of London IT department had security concerns about the video format submitted. We request the committee to view these video(s).

   Shawn Lewis stated that “Collection of names, phone, and emails of Argyle Community Association members at the registration desk is standard practice at AGMs to ensure contact lists are up to date and that only registered members are participating in the organizations voting matters and no relevance to the campaign.” is not fully representing the truth of the matter for potential voters entering the meeting. It was requested for any member of the public to register for the meeting by the ACA. The individual recording the video was not a member of the Argyle Community Association, and had members of the Association approach them to sign in for the meeting.
3. Commercial Property Billboard Advertisement – Attachment 3

We call into question the authenticity and accuracy of attachment 3 submitted by the Respondent labelled as ‘Attachment 3 signs invoices-contracts.pdf’. Pertaining to the issue of Attachment 3 in the document submitted by the Respondent, there are glaring inconsistencies in what the Respondent has claimed, what occurred during the election, and what facts have been presented to this Committee by the Respondent. According to the Respondent’s Attachment 3 there were a total of three mobile billboard advertisements contracted. In the document submitted by the Applicant there are four pictures on “Appendix F – Shawn Lewis Billboard Signs” including four locations.

There are a few key points to make note of throughout the Respondent’s attachment 3. The contracts for signs are missing the SE Corner Dundas and Hale, which should be a one month contract. Instead 1 Sign on location SE Corner of Clarke Rd and Dundas St is contracted as one month, which is untrue, as the Clarke Rd and Dundas St was contracted for two months. 1 Sign on location SE Corner Clarke and Dundas is missing from the invoice as well. A total of $791.00 is missing from the invoices for location SE Corner Clarke and Dundas. Attached to this document as Appendix ‘A’ there are timestamped screenshots showing all four signs up during the month of October. In fact, there were three billboards installed for at least two months on the three Clarke Rd locations. It is clear that these documents have been falsified to use for the 2018 Municipal Election Compliance Audit Committee meeting on July 26, 2019.

The truth of the matter is there were four billboards installed. Three of the billboards were installed on the Clarke Rd locations for at least 2 months during the campaign. On October 15, 2019 there was a fourth sign installed at the Dundas St and Hale St location. A total bill of $2,768.50 should have been invoiced for the proper locations and rental times, instead the fabricated invoice has a total of $1,977.50.

Please refer again to ‘Attachment 3 signs invoices-contracts.pdf’ as submitted by the Respondent. Postcard Portables provided a donation by discounting the second repeat order of signs on invoice 5028, dated 2018-09-15. Originally the 18x24 Double Sided Election Signs were purchased on 2018-08-01 for $8.19 per unit on invoice 4931 (300 signs total). On invoice 5028 the 300 repeat signs were purchased at $5.41 per unit. A 34% discount was applied to the second order. The first order was a bargain to begin with at $8.19 per unit. The Applicant took it upon himself to call some local companies for price comparisons on the exact same product order. Fast-Signs in London would provide 18x24 Double Sided Election Signs for $8.89 per unit after a 20% discount was applied from the original $11.12 per unit. Custom Lawn Signs by VistaPrint in London would provide 1,000 lawn signs at a unit price of $11.23 per unit, no discount applied. BannerBuzz.ca in Toronto would provide the lowest amount manufactured at 600 signs for $11.23 per unit. The average unit price for 18x24 Double Sided Election Signs between the three quoted companies would be $10.41 per unit. The Respondent acquired 300 signs at $5.41 per unit, over 50% discounted from the average.
100 large signs 32x48 on invoice 4819 were also heavily discounted at a unit price of $22.31. The market rate for signs of this size are a minimum of $30 per unit plus taxes. Again, FastSigns in London quoted $31.60 per unit after a 20% discount applied from the original price of $39.50 per unit. FastSigns manufactures the product in-house local in London, Ontario. There was not one company that provided a quote below the $30 per unit market rate.

There are two missing invoices for of signs. One order was for large 32x48 signs, and the other for 18x24. Currently, there are three invoices when there should be five. The Respondent received a shipment of large signs before his July 27th shipment of 32x48 large signs, confirmed by his Social Media. The proof of this is that he had large signs on his campaign headquarter(s), which is fully explained in the Applicant’s document. A final order of small 18x24 was received on October 19, 2018, confirmed by the Respondent on his Social Media. Prior to receiving the Respondent’s invoices there was no way to determine what had been invoiced. Now that the information has been provided there are blatant inconsistencies when he was invoiced compared to when signs were installed or received, as shown on the Respondent’s Social Media.

The Respondent’s election inventory has 130 large 32x48 T-bar and wood type sign posts. These details can be found on the Respondent’s election expense filings as inventory, please refer to the Applicant’s submitted document ‘Appendix ‘A’ – Candidate’s Financial Statements – Form 4 Lewis’. To install the 100 ordered large 32x48 signs would demand 200 sign posts. 70 signs posts are unaccounted for in the Respondent’s expense filing. During the campaign the overwhelming majority of 32x48 large signs were installed with t-bar metal posts. T-bar has a market rate of $9.62 per unit at TSC Store, which is where the Respondent purchased his earlier t-bar inventory.

4. Shawn Lewis – Attachment 5 Blackridge Invoices

Local polling companies charge $1,000 for 200 answered phone calls. This information was received from a local London polling company, but it is highly unlikely that a polling company would be interested in such a small contract. In fact, it is odd that the Shawn Lewis campaign would not directly contract a polling company, rather have the work completed by Blackridge Strategy as a middleman. Attachment 5 submitted by the Respondent shows no breakdown of the polling fees. A standard invoice would list some unit price or details of services rendered.

As mentioned by the Respondent’s there is an existing contract service agreement for services rendered by Blackridge Strategy. The contract for signs was provided. It would be transparent to the committee if the Respondent had simply provided the Blackridge Strategy contract to shed light on what exact services were rendered. It would also be transparent if the Respondent provided the polling contract between Blackridge Strategy, and the polling company.
The respondent stated “Ward 2 Phone Poll, at a cost of $1,425.50 invoiced on August 8th, 2018 claimed under “office expenses” as the Auditor and candidate agreed it did not have a category under which it more appropriately fit. Pull the Vote Voice Mails, at a cost of $395.50 invoiced on Oct 16, 2018 claimed as an advertising expense as part of the audited statement filed with the clerk’s office.”. Placing polling under “office expenses” when it could be simply detailed out as other candidates had done. The Respondent in fact detailed out expenses that did not fit into categories, such as: FUEL EXPENSES FOR SIGN INSTALLATION CREW, and PAYPAL FEES.

5. Shawn Lewis – Attachment 8 praxica invoice-web rebuild.pdf
Website development or “rebuild” is not listed in any portion of the Shawn Lewis Campaign expense filing. $695 would not fit into the category of Advertising because “Vote Voice Mails” already occupy $395.50 of that category item. If website development was put under the Advertising category, it would total the expense to $1,090.50. Advertising is currently totalled at $997.41. The Respondent can’t claim that website development by Praxica would fit under office expense. Office expense totalled $2,267.13. Polling occupies that expense category at $1,425.50, and website development would bring the total to $2,120.50. That would leave $146.63 remaining in the “Office Expenses” category.

The Shawn Lewis campaign maintained it had three campaign office locations, not including the shared campaign Paolotto office on Dundas Street. $146.63 remaining would not cover the costs for four offices. There are no mention of gifts in kind “use of office space” or “office rent paid” contained within the expense filing by the Respondent. Use of multiple campaign offices is further discussed in the Applicant’s filing with the following statement:

“Shawn Lewis had installed lawn signs in early June of 2018. Bill Armstrong submitted a complaint to the City Clerk, at which point Shawn Lewis replied to Cathy Saunders that the signage was installed on “election headquarters”. All the signs did not comply with the requirement that they be attached to the headquarters building structure. Campaign headquarters must be registered with the Election Office at the City of London. The alleged four “campaign headquarters” were not registered on the city election website.”

At the time of the office(s) sign complaint to Cathy Saunders, one address was on file as headquarters. No mention of rent or donated space is contained within the expense filing.
Appendix ‘A’

Verified Time Stamped Billboard Photos
Clarke+Dundas
Appendix ‘B’

Shawn Lewis Social Media
They can’t go up till July 27th, but the 1st shipment of #Run4Randal campaign signs have arrived 😊.
Shawn Lewis @shawnwlewis  - 24 Jul 2018
When you get home soaking wet from canvassing and the family is busy getting your signs ready for delivery on Friday 😊 #Lewis4Ward2 #LdnOnt #LondonVotes
Hi Shawn,

I have an EFT sent from you (yesterday) for the below amount.

I need your password please for the EFT to be deposited. Once that EFT is done on my end, you are up to date.

Thanks

Jannine

-----Original Message-----
From: "Shawn Lewis" <shawn@shawlewis.ca>
Sent: Wednesday, October 17, 2018 9:42pm
To: "Matthew Marion" <matty.marion@gmail.com>, "Jannine Jenken" <jannine@postcardportables.com>
Subject: Fwd: Shawn Lewis - Dundas & Clarke

Hi Jannine,

Matt and I were reconciling the books tonight and from what we can see we did not pay you for the work order attached below. We can only find the work order, no actual invoice. Can you confirm this and reply all and Matt will e-transfer an additional $395.50 if it is in fact outstanding.

Shawn Lewis
Candidate for Ward 2, London City Council
e: shawn.w.lewis@gmail.com
c: 226-448-1972
t: @shawnwlewis

---------- Forwarded message ----------
From: <tim@postcardportables.com>
Date: Tue, Sep 25, 2018 at 9:27 AM
Subject: Shawn Lewis - Dundas & Clarke
To: Shawn Lewis <shawn@shawnlewis.ca>, Shawn Lewis <shawn.w.lewis@gmail.com>
Cc: Jannine Jenken <jannine@postcardportables.com>

Hey Shawn

Wow - your signs are everywhere - looks amazing out there in your Ward

Wish you all the best on a Victory -

Thanks for the support and Good luck on Oct 22

Tim

<https://img.newoldstamp.com/r/44805/p>
TIM GIBBON
Production Manager, Postcard Portables London

Phone: 519.494.4266
Website: www.postcardportables.com <https://img.newoldstamp.com/r/44805/w>

jannine@postcardportables.com jannine@postcardportables.com via bounce.secureserver.net

Oct 18, 2018, 12:50 PM

to jannine@postcardportables.com, Shawn, Matthew

Hey Shawn,

Please advise as I will get bumped out of the banking shortly.

Thank you.
Shawn Lewis <shawn@shawnlewis.ca>  Oct 18, 2018, 1:00 PM

to Jannine

Hi Jannine,

I'm trying to get a hold of Matt, he sent it last night. I assumed it was the same as last time.

And, I know this is strange, a customer insisting we owe you more money, but our records and bank statement don't show any payment for the 3rd billboard, just the 1st, 2nd, and last night the 4th...

I'll check my account personal account, maybe I paid you from the wrong bank account.

jannine@postcardportables.com jannine@postcardportables.com via bounce.secureserver.net  Oct 18, 2018, 1:08 PM

to Tim, Shawn

Thanks Shawn.

I get all my information from Tim so I have CCd him on this email as I only have received info for the 3 rentals as well.

Tim where was the 4th sign ? and when did it go up ?
I will send you what I have ( invoice wise ) Tim to review.

Thanks all.

Shawn, I will wait to hear from you about the EFT and I really appreciate your honesty.

Thanks again.

Shawn Lewis <shawn@shawnlewis.ca>  Oct 18, 2018, 1:12 PM
to Jannine, Tim

So for everyone's clarity
2 signs went up at Clarke & Trafalgar/Wavell & Trafalgar at the end of August and we have 2 payments of $791 made for those.
3rd sign went at Argyle Mall, Dundas & Clarke for September 22nd.
4th sign went up at Dundas & Hale on Monday October 15th. (ETF submitted October 17th)

All signs are in place until Tuesday October 23rd.

jannine@postcardportables.com jannine@postcardportables.com Oct 18, 2018, 1:57 PM
via bounce.secureserver.net

to Shawn, Tim

I wasn't given all that info.

I'm looking at my invoices and a few match.

I will have to meet with Tim and get this straightened up.

We have a meeting next week so I will get it figured out then as I am out of town until Sunday night now.

Thanks all.

jannine@postcardportables.com jannine@postcardportables.com Oct 18, 2018, 2:19 PM
via bounce.secureserver.net

to Shawn, Tim
On Thu, Oct 18, 2018 at 1:57 PM jannine@postcardportables.com < jannine@postcardportables.com> wrote:

> --

Matthew Marion <matty.marion@gmail.com> Oct 18, 2018, 10:47 PM
to jannine, Shawn

Hello Jannine

I just send a payment for the 4th Billboard for $395.50. password ward2.

Note, the password for the other etransfer might be 'wardtwo'. Try ward2 first though. I think the original etransfer might have defaulted to an older password and not sure if I updated or not prior to sending. So just FYI.

Thanks

Matt M

Jannine Jenken jannine@postcardportables.com via bounce.secureserver.net Oct 19, 2018,
8:36 AM
to Matthew, Shawn

Hi all. The 2 EFTs have been applied. Your balance is zero. I made up the 4th invoice regarding the missing sign. Sorry for all the confusion. Thanks for being so wonderful to deal with. All the very best Shawn! Good luck! Jannine

Sent from my iPhone
MINI-BILLBOARD SIGN RENTAL CONTRACT

1. Double-Sided Portable Billboard Structure(s) with full colour graphics on both faces.
   - Contract does not become void or terminated if signs have to be relocated due to unforeseen circumstances.
   - Fee of $50.00 to move sign(s) to new location once sign is set up in place.
   - Permit for sign(s) to be arranged by Postcard Portables and funded by client.
   - Interest Charges will be applied to any invoice not paid within 30 days of invoice date.
   - Graphic Design Creative to be used for Postcard Portables Ltd. official use only.
   - For rental contracts of 3 months or less, payment in full is required at time of artwork approval. Contracts 4 months or more require post-dated cheques to be supplied by client, with first months payment collected upfront.
   - In the event the client extends the contract past the original date, the client is to provide Postcard Portables a 30 days written advance notice of any termination of sign rental contract. If not, the client will be invoiced for the next additional month as well.

   Customer initial ________________________________

2. MONTH TERM
   - # OF SIGNS X $350.00
     - RENTAL DUE PER MONTH $700.00
     - CITY SIGN PERMIT FEE PER MONTH
     - TOTAL DUE FOR FIRST MONTH’S RENTAL $700.00
     - 13% HST $91.00
     - Total Due For 1st Month Rental $791.00
     - TOTAL TO BE COLLECTED FOR SUBSEQUENT RENTAL MONTHS $791.00

Notes:
1. Sign on location SE Corner Clarke and Wavell
2. Sign on location NW Corner Clarke and Trafalgar

---

Shawn Lewis
Company Name
Shawn Lewis - 226-448-1972
Contact Name

Address to send Invoice
shawn@shawnlewis.ca
Email

Aug 31, 2018
Contract Date
Aug 30, 2018
Install Date
# Invoice

**Postcard Portables**

21695 Clarke Road  
Arva, Ont  
N0M 1C0

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<tr>
<td>Double sided sign Rental on location @ SE Corner and Wavell</td>
<td>350.00</td>
</tr>
<tr>
<td>SHAWN LEWIS</td>
<td></td>
</tr>
<tr>
<td>Double sided sign Rental on location @ NW Corner Clarke and Trafalgar</td>
<td>350.00</td>
</tr>
<tr>
<td>SHAWN LEWIS</td>
<td></td>
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2nd of 2 invoices

## Sales Tax Summary

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<td>HST (ON)@13.0%</td>
<td>91.00</td>
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<td>91.00</td>
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Total $791.00

Payments/Credits $0.00

Balance Due $791.00

It's been a pleasure working with you!

GST/HST No. 805472281
## Invoice

**Date**: 2018-09-01  
**Invoice #**: 5021

### Description

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<td>SHAWN LEWIS</td>
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<tr>
<td>Double sided sign Rental on location @ NW Corner Clarke and Trafalgar</td>
<td>350.00</td>
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<td>SHAWN LEWIS</td>
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<td>Install date Aug 30th 2018</td>
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### Sales Tax Summary

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<td>Total Tax</td>
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### Total

- **Total**: $791.00
- **Payments/Credits**: $0.00
- **Balance Due**: $791.00

It's been a pleasure working with you!

**GST/HST No.**: 885477081
MINI-BILLBOARD SIGN RENTAL CONTRACT

Tim Gibbon
519-494-4266 tim@postcardportables.com
Postcard Portables London
www.postcardportables.com

1. Double-Sided Portable Billboard Structure(s) with full colour graphics on both faces.

- Contract does not become void or terminated if signs have to be relocated due to unforeseen circumstances.
- Fee of $50.00 to move sign(s) to new location once sign is set up in place.
- Permit for sign(s) to be arranged by Postcard Portables and funded by client.
- Interest Charges will be applied to any invoice not paid within 30 days of invoice date.
- Graphic Design Creative to be used for Postcard Portables Ltd. official use only.
- For rental contracts of 3 months or less, payment in full is required at time of artwork approval. Contracts 4 months or more require post-dated cheques to be supplied by client, with the first month payment collected upfront.
- In the event the client extends the contract past the original date, the client is to provide Postcard Portables a 30 days written advance notice of any termination of sign rental contract. If not, the client will be invoiced for the next additional month as well.

1 MONTH TERM

1 # OF SIGNS X $350.00

Customer initial ____________________________

RENTAL DUE PER MONTH $350.00

CITY SIGN PERMIT FEE PER MONTH

TOTAL DUE FOR FIRST MONTH’S RENTAL $350.00

13% HST $45.50

Total Due For 1st Month Rental $395.50

TOTAL TO BE COLLECTED FOR SUBSEQUENT RENTAL MONTHS

Notes:

1 Sign on location SE Corner Clarke and Dundas

Shawn Lewis
Company Name
Shawn Lewis - 226-448-1972
Contact Name

Address to send Invoice
shawn@shawnlewis.ca
Email

Sept 25, 2018
Contract Date

Sept 24, 2018
Install Date
## Invoice

**Postcard Portables**

21695 Clarke Road  
Arva, Ont  
N0M 1C0

<table>
<thead>
<tr>
<th>Invoice To</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Lewis</td>
<td></td>
</tr>
</tbody>
</table>

### Description

- Double sided sign Rental on location @ Dundas and Hale
- SHAUN LEWIS
- Install date Oct 15th 2018 as per TG

### Sales Tax Summary

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**Total** $395.50

**Payments/Credits** $0.00

**Balance Due** $395.50

It's been a pleasure working with you!

---

**GST/HST No.** 885472091