

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

KANATA GREENSPACE PROTECTION COALITION and BARBARA RAMSAY

Applicants/Responding Parties

- and -

CLUBLINK CORPORATION ULC

Respondent/Moving party

**MOTION RECORD OF THE APPLICANTS/RESPONDING PARTIES, KANATA
GREENSPACE PROTECTION COALITION and BARBARA RAMSAY**

May 11, 2023

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Lawyers for the applicants/responding
parties, KGPC and Barbara Ramsay

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Lawyers for the Respondent/Moving Party,
ClubLink Corporation ULC

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B	Bill of costs of the intervenor, Kanata Greenspace Protection dated April 15, 2021 Coalition in court file number CV-19-81809	015
C	Costs decision of Labrosse J. dated June 16, 2021 in court file number CV-19-81809	020
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Court file number: CV-22-88630

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KANATA GREENSPACE PROTECTION COALITION and BARBARA RAMSAY

Applicants/Responding Parties

- and -

CLUBLINK CORPORATION ULC

Respondent/Moving party

AFFIDAVIT OF HANNAH STOKES

(Sworn May 11, 2023)

I, **Hannah Stokes**, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a law clerk at David | Sauv  s.r.l./LLP, co-counsel for the applicants, the Kanata Greenspace Protection Coalition (the "Coalition") and Barbara Ramsay. As such, I have knowledge of the matters contained in this affidavit. Where I do not have first-hand knowledge, I state the source of my information and believe it to be true.

2. I make this affidavit in support of the applicants' response to the respondent ClubLink Corporations ULC's ("Clublink") motion in this matter and for no other improper purpose.

Justice Labrosse's Costs Decision

3. Following Mr. Justice M. Labrosse's decision of February 19, 2021 with respect to the City of Ottawa's application in the proceeding bearing Court file number CV-19-81809, Labrosse J. invited the parties to make costs submissions. I attach Clublink's bill of costs dated March 19,

2021 as **Exhibit “A”** to this affidavit and the Coalition’s bill of costs dated April 15, 2021 as **Exhibit “B”**.

4. Labrosse J. released his costs decision on June 16, 2021. I attach his endorsement as **Exhibit “C”** to this affidavit.

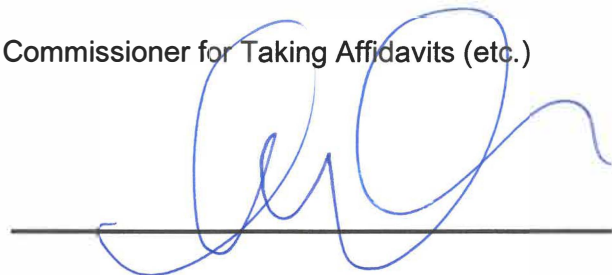
The Applicant Barbara Ramsay

5. The co-applicant in this matter, Ms. Barbara Ramsay, informs me, and I verily believe, that she is a resident of Ontario and the owner of the property known municipally as 7 Nelford Court, Kanata, Ontario K2K 2L8 (the “property”), which is adjacent to the Kanata Golf & Country Club owned and operated by Clublink. I attach the parcel register for the property as **Exhibit “D”** to this affidavit.


6. Ms. Ramsay informs me, and I verily believe, that upon her husband David Michael “Mike” Sheppard’s passing on January 18, 2023, she became the sole owner of the property as her late husband’s estate’s sole beneficiary.

Sworn before me: in person OR by video conference at the City of Ottawa, in the Province of Ontario, on May 11, 2023.

Commissioner for Taking Affidavits (etc.)



Charles R. Daoust (LSO# 74259H)



Hannah Stokes

This is **Exhibit "A"**
to the Affidavit of Hannah Stokes
sworn before me this 11th day of May 2023.

A handwritten signature in black ink, appearing to be 'CD', written above a horizontal line.

Charles R. Daoust (LSO# 74259H)

Court File No. 19-81809

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CITY OF OTTAWA

Applicant

and

CLUBLINK CORPORATION ULC

Respondent

**BILL OF COSTS OF THE RESPONDENT, CLUBLINK CORPORATION ULC
(Partial and Substantial Indemnity)**

PART I - FEES

A Claim for fees is being made with respect to the following professionals:

<u>Name of Lawyer</u>	<u>Year Called to the Bar</u>
Matthew P. Gottlieb	1991
Mark Flowers	2001
James Renihan	2009
John Carlo Mastrangelo	2018

1. Preliminary and Procedural Matters
--

Legal research and preparation of the Respondent's application materials, including notice of appearance, responding application record, factum, compendium and book of authorities; receipt and review of the Applicant's application materials, including notice of application, applicant record, supplementary affidavits of E. Adams-Wright and D. Moodie, factum, reply factum and compendium; receipt and review of the Intervener's application materials, including application record, factum, reply factum, compendium and book of authorities; preparation of case conference memorandum and attend to case conference re scheduling of application; attend to necessary
--

-2-

document production; attend to Coalition motion re fresh evidence; attend to all necessary meetings, correspondence and telephone attendances.					
Lawyer	Hourly Rate	Hours	Partial Indemnity	Substantial Indemnity	Actual Amount
M. Gottlieb	\$985.00	97.80	\$57,799.80	\$86,699.70	\$96,333.00
M. Flowers	\$640.00	63.40	\$24,345.60	\$36,518.40	\$40,576.00
	\$650.00	40.90	\$15,951.00	\$23,926.50	\$26,585.00
J. Renihan	\$650.00	64.80	\$25,272.00	\$37,908.00	\$42,120.00
	\$675.00	55.20	\$22,356.00	\$33,534.00	\$37,260.00
J. Mastrangelo	\$375.00	34.90	\$7,852.50	\$11,778.75	\$13,087.50
	\$400.00	55.80	\$13,392.00	\$20,088.00	\$22,320.00
SUBTOTAL			\$166,968.90	\$250,453.35	\$278,281.50

2. Cross-Examinations

Prepare for and attend the cross-examinations of D. Moodie and D. Kennedy, held January 15, 2020; attend to all necessary meetings, correspondence and telephone attendances.

Lawyer	Hourly Rate	Hours	Partial Indemnity	Substantial Indemnity	Actual Amount
M. Gottlieb	\$985.00	12.30	\$7,269.30	\$10,903.95	\$12,115.50
M. Flowers	\$650.00	18.50	\$7,215.00	\$10,822.50	\$12,025.00
J. Renihan	\$650.00	1.50	\$585.00	\$877.50	\$975.00
	\$675.00	17.40	\$7,047.00	\$10,570.50	\$11,745.00
SUBTOTAL			\$22,116.30	\$33,174.45	\$36,860.50

3. Hearing Preparation

Preparation for application hearing held July 13-15, 2020

Lawyer	Hourly Rate	Hours	Partial Indemnity	Substantial Indemnity	Actual Amount
M. Gottlieb	\$985.00	22.60	\$13,356.60	\$20,034.90	\$22,261.00
M. Flowers	\$650.00	12.00	\$4,680.00	\$7,020.00	\$7,800.00
J. Renihan	\$675.00	20.80	\$8,424.00	\$12,636.00	\$14,040.00
J. Mastrangelo	\$400.00	4.50	\$1,080.00	\$1,620.00	\$1,800.00
SUBTOTAL			\$27,540.60	\$41,310.90	\$45,901.00

4. Counsel Fees for Attendance at Application Hearing					
Lawyer	Hourly Rate	Hours	Partial Indemnity	Substantial Indemnity	Actual Amount
M. Gottlieb	\$985.00	17.00	\$10,047.00	\$15,070.50	\$16,745.00
M. Flowers	\$650.00	17.00	\$6,630.00	\$9,945.00	\$11,050.00
J. Renihan	\$675.00	17.00	\$6,885.00	\$10,327.50	\$11,475.00
J. Mastrangelo	\$400.00	12.00	\$2,880.00	\$4,320.00	\$4,800.00
SUBTOTAL			\$26,442.00	\$39,663.00	\$44,070.00

5. Preparation of Bill of Costs					
Lawyer	Hourly Rate	Hours	Partial Indemnity	Substantial Indemnity	Actual Amount
Ashley McKnight (Law Clerk)	\$280.00	3.00	\$504.00	\$756.00	\$840.00
SUBTOTAL			\$504.00	\$756.00	\$840.00

	Partial Indemnity	Substantial Indemnity	Actual Amount
SUBTOTAL – FEES	\$243,571.80	\$365,357.70	\$405,953.00
HST	\$31,664.33	\$47,496.50	\$52,773.89
TOTAL FEES AND 13% HST	\$275,236.13	\$412,854.20	\$458,726.89

PART II – DISBURSEMENTS

<u>Non-taxable</u>	
<i>Nil</i>	\$0.00
<u>Taxable</u>	
Agency Fees - Conway Baxter Wilson LLP	\$767.13
Agency Fees - Norton Rose Fulbright Canada LLP	\$20.00
Courier	\$183.33
Court Report/Transcripts	\$2,781.40

Legal Research	\$166.51
Printing/Photocopies	\$1,483.25
Teleconferencing	\$261.97
Travel - Airfare	\$4,328.54
Travel - Hotel	\$571.55
Travel - Meals	\$137.83
Travel - Taxis	\$276.91
Travel - Train	\$269.00
SUBTOTAL – TAXABLE DISBURSEMENTS	\$11,247.42
HST	\$1,462.16
NON-TAXABLE AMOUNT	\$0.00
TOTAL DISBURSEMENTS AND HST	\$12,709.58

SUMMARY	Partial Indemnity	Substantial Indemnity	Actual Amount
TOTAL FEES, DISBURSEMENTS AND HST	\$287,945.72	\$425,563.79	\$471,436.47

E. & O.E.

-5-

March 19, 2021

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Lawyers for the Intervenor

CITY OF OTTAWA
Applicant

-and- CLUBLINK CORPORATION ULC
Respondent

Court File No. 19-81809

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OTTAWA

BILL OF COSTS

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Lawyers for the Respondent

This is **Exhibit "B"**
to the Affidavit of Hannah Stokes
sworn before me this 11th day of May 2023.

A handwritten signature in black ink, appearing to be 'CD', written in a cursive style.

Charles R. Daoust (LSO# 74259H)

Court File No.: 19-81809

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CITY OF OTTAWA

Applicant

- and -

CLUBLINK CORPORATION ULC

Respondent

- and -

KANATA GREENSPACE PROTECTION COALITION

Intervenor

BILL OF COSTS OF THE INTERVENOR

Date: April 15th, 2021

CAZA SAIKALEY S.R.L./LLP
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Charles R. Daoust (LSO # 74259H)
cdaoust@plaideurs.ca

Tel: 613-565-2292
Fax: 613-565-2087
Lawyers for the Intervenor, Kanata
Greenspace Protection Coalition

LEGAL FEES (December 20, 2019 – July 15, 2020)

Year	Lawyer	Rate	Hours	Total	Partial (60%)	Substantial (90%)
2019	Alyssa Tomkins	\$380.00	1.6	\$608.00	\$364.80	\$547.20
2020	Alyssa Tomkins	\$400.00	147.4	\$58,960.00	\$35,376.00	\$53,064.00
	James Plotkin	\$225.00	2.5	\$562.50	\$337.50	\$506.25
	Charles Daoust	\$200.00	88.8	\$17,760.00	\$10,656.00	\$15,984.00
	Law Student	\$125.00	8.6	\$1,075.00	\$645.00	\$967.50
	Law Clerk (Jr.)	\$125.00	0.1	\$12.50	\$7.50	\$11.25
	Law Clerk (Sr.)	\$150.00	2.1	\$315.00	\$189.00	\$283.50
Grand Total			251.1	\$79,293.00	\$47,575.80	\$71,363.70
HST ON FEES				\$10,308.09	\$6,184.86	\$9,277.28
TOTAL WITH HST				\$89,601.09	\$53,760.66	\$80,640.99

DISBURSEMENTS

Year	Type	Total
2020	Photocopying and Binding (Imageon Ottawa)	\$695.74
	Transportation (Inclusive of HST)	\$4.64
	Taxes on Disbursements	\$90.45
Total		\$790.83

STATEMENT OF EXPERIENCE

NAME	YEAR OF CALL	RATE
Alyssa Tomkins	2007	\$380/hour (2019) \$400/hour (2020)
James Plotkin	2016	\$225/hour (2020)
Charles Daoust	2018	\$200/hour (2019/2020)
Law Student	N/A	\$125/hour
Law Clerk (Jr.) Law Clerk (Sr.)	N/A	\$125/hour \$150/hour

CITY OF OTTAWA
Applicant

- and -

CLUBLINK CORPORATION ULC
Respondent

Court File No.: 19-81809

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OTTAWA

BILL OF COSTS OF THE INTERVENOR

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Lawyer for the Proposed Intervenor,
Kanata Greenspace Protection Coalition

This is **Exhibit "C"**
to the Affidavit of Hannah Stokes
sworn before me this 11th day of May 2023.

A handwritten signature in black ink, appearing to be 'CD', written above a horizontal line.

Charles R. Daoust (LSO# 74259H)

CITATION: *City of Ottawa v. ClubLink Corporation ULC*, 2021 ONSC 4352

COURT FILE NO.: 19-81809

DATE: 2021/06/16

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)	
)	
CITY OF OTTAWA)	
)	Kirsten Crain, Emma Blanchard, and Neil
Applicant)	Abraham, for the Applicant
)	
– and –)	
)	
CLUBLINK CORPORATION ULC)	Matthew P. Gottlieb, James Renihan, and
)	Mark R. Flowers, for the Respondent
Respondent)	
)	
– and –)	
)	
KANATA GREENSPACE PROTECTION)	
COALITION)	Alyssa Tomkins, and Charles R. Daoust, for
)	the Intervener
Intervener)	
)	
)	
)	
)	HEARD: in writing

COSTS ENDORSEMENT

LABROSSE J.

Background

[1] The Court has just become aware that the appeal of this matter is proceeding this week, on an expedited basis. There is an outstanding matter, being the claim for costs by ClubLink Corporation ULC (“ClubLink”) against the Intervenor, the Kanata Greenspace Protection Coalition (“Coalition”). Those written submissions were recently received by the Court. A brief ruling on this issue may be helpful to the panel of the Court of Appeal for Ontario hearing this appeal.

- [2] Clublink has claimed costs against the Coalition on the following basis:
- a. The issue of costs was left open by Justice MacLeod leaving it for the Application Judge to “determine if the participation by the Coalition drove up the costs of either of the parties and how to respond if that proves to be the case”: see *City of Ottawa v. ClubLink Corporation ULC*, 2019 ONSC 7470, at para. 29.
 - b. That the Coalition’s arguments were rejected in its claims as being the beneficiary of two different restrictive covenants and that they were found to be superfluous to the issues as determined.
 - c. That the Coalition’s position was irrelevant.
 - d. That the Coalition’s participation increased ClubLink’s costs.
 - e. That the sum of \$50,000.00 is reasonable in the circumstances.
- [3] The Coalition responds by stating:
- a. The general rule is that an intervenor is neither liable for, nor entitled to costs and that this applies both in the public and private interest context.
 - b. The Intervenor had a real interest in the outcome of the proceeding
 - c. That Intervenor’s arguments were only rendered superfluous given the City’s success in upholding the validity of the subject agreements;
 - d. That the Intervenor was successful in opposing arguments on fettering and vires which impacted the agreements that the Coalition was relying upon in its claim for restrictive covenants.
 - e. That the motion to admit fresh evidence required brief written submissions for which the time spent by Clublink was minimal.
 - f. That the quantum of ClubLink’s costs is excessive.

Analysis

- [4] I have considered the following principles in my decision to award costs:
- The *Courts of Justice Act*, R.S.O. 1990, C. C.43 (“CJA”) provides:

131(1) Subject to the provisions of an Act or rules of court, the costs of and incidental to a proceeding or a step in a proceeding are in the discretion of the court, and the court may determine by whom and to what extent the costs shall be paid.

[5] The Court of Appeal in *Boucher v. Public Accountants Council for the Province of Ontario*, 2004 CanLII 14579, articulated the principles that govern costs assessments. Armstrong J.A. stated: “When the court awards costs, it shall fix them in accordance with sub-rule 57.01(1) and the Tariffs...Subrule (1) lists a broad range of factors that the court may consider in exercising its discretion to award costs under s. 131 of the *CJA*.” Further, the Court of Appeal in *Boucher* stated that the assessment of costs is not a mechanical issue. The overall objective is to fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular circumstances of the case, rather than an amount fixed by the actual costs incurred by the successful litigant: (see *Boucher*, at para. 26).

[6] In exercising my discretion with respect to the costs of this proceeding, I have considered the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 and make the following findings to those factors which are the most relevant in this matter:

1. *Result*: I am of the view that the result is divided. The Coalition’s arguments were rendered superfluous but only as a result of ClubLink’s failure to obtain a declaration of unenforceability of the subject agreements. Otherwise, the Coalition’s arguments on the restrictive covenant would have been fully dealt with by the Court although the Court had concerns on the evidentiary record.

Also, I am of the view that the Coalition shares in the City’s success on the issues of fettering and *vires*.

With respect to the motion to file additional evidence, there is no doubt that the Coalition was not successful. However, I do not fault them for bringing that motion. The evidence surrounding the Concept Plan was effectively a gap in the evidence as it was not part of the record and the Coalition’s attempt to identify that missing document was well intentioned. ClubLink’s costs associated with that request were minimal.

2. *Offers to Settle*: Neither party directed me to any offers to settle.

3. *Costs of the Unsuccessful Party and Reasonable Expectations*: As my decision is based on Clublink's entitlement to costs, the issue of quantum is not relevant.
4. *Importance of the Issues*: The issues were obviously important to the parties and particularly to the members of the Coalition who stood at risk of seeing the area surrounding their residences change significantly.
5. *Complexity*: This was complex litigation. There were substantial materials which included lengthy affidavits, cross-examinations and detailed facts. The law on the rule against perpetuities, the municipal issues raised and questions surrounding restrictive covenants are not commonly applied and added much complexity.
6. *Conduct*: The parties conducted themselves properly in this hard-fought litigation. I specifically disagree with ClubLink that the Coalition's position was irrelevant.

[7] When considering the previous endorsement of Justice MacLeod, I do not interpret his words as stating that if the Coalition's participation increased ClubLink's costs that ClubLink could seek to recover them. It is implicit in the fact that the Coalition was given intervenor status that there would be additional costs. It is clear in Justice MacLeod's endorsement that the Coalition was seeking to address issues surrounding the restrictive covenants and that the Coalition would add to each party's costs. Notwithstanding, that intervention was deemed appropriate. Where Justice MacLeod speaks to driving up the costs of the other parties, that this would be a reference to increasing the costs beyond that which would be normally expected.

[8] The fact that Justice MacLeod refused to grant what he called a "prophylactic costs award" to insulate the Coalition from a costs award was simply an acknowledgement that the Coalition's participation was based on that which was expected. As such, the reasonableness of the Coalition's conduct would remain at issue.

[9] This leads me to comment on the conduct of the Coalition. Having given full consideration to ClubLink's arguments, I conclude that there is nothing in the manner in which the Coalition conducted itself in this litigation that was improper, vexatious or unnecessary. I conclude that their participation fell exactly within the expectations of what the parties would have intended when the Coalition was granted intervenor status.

[10] This leads me to acknowledge that ordinarily, intervenors are neither awarded costs nor have costs awarded to them: *Daly v. Ontario Secondary School Teachers' Federation*, 1999 CanLII 7319, at para. 6 (Ont. C.A.). There was nothing in the manner in which the Coalition participated in this application that would take us out of the ordinary approach to costs against an Intervenor.

[11] In this case the Intervenor's participation was focussed, would have been more relevant had the outcome been different and it did not add to the cost of the litigation beyond that what would normally have been expected.

[12] ClubLink's request for a cost award against the Coalition is denied.

[13] As for the cost of these costs submissions, the appropriate result is for both parties to assume their own costs.



Justice Marc R. Labrosse

Released: June 16, 2021

CITATION: *City of Ottawa v. ClubLink Corporation ULC*, 2021 ONSC 4352
COURT FILE NO.: 19-81809
DATE: 2021/06/16

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CITY OF OTTAWA

Applicant

– and –

CLUBLINK CORPORATION ULC

Respondent

– and –

KANATA GREENSPACE PROTECTION
COALITION

Intervener

COSTS ENDORSEMENT

Labrosse J.

Released: June 16, 2021

This is **Exhibit "D"**
to the Affidavit of Hannah Stokes
sworn before me this 11th day of May 2023.

A handwritten signature in black ink, appearing to be 'CD', written above a horizontal line.

Charles R. Daoust (LSO# 74259H)

LAND
REGISTRY
OFFICE #4

04512-0435 (LT)

PREPARED FOR Ashley01
ON 2023/05/10 AT 10:02:38

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 117-13, SEC 4M-651 ; PT BLK 117, PL 4M-651 , PART 7 , 4R6670 , S/T LT571282 ; S/T LT605240,LT605824,LT608825,LT687538 KANATA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK OM523

PIN CREATION DATE:
1995/03/20

OWNERS' NAMES
SHEPPARD, DAVID MICHAEL
RAMSAY, BARBARA ANN

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/03/20 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/03/20**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p>						
NS140350	1982/01/08	AGREEMENT			THE CORPORATION OF THE CITY OF KANATA	C
		REMARKS: MULTI				
LT437650	1985/12/16	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF KANATA	C
LT437651	1985/12/16	NOTICE AGREEMENT			THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON	C
LT449372	1986/03/20	NOTICE AGREEMENT			THE KANATA HYDRO-ELECTRIC COMMISSION	C
LT559122	1988/05/17	NOTICE AGREEMENT			THE KANATA HYDRO-ELECTRIC COMMISSION	C
LT568244	1988/07/08	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF KANATA	C
LT568245	1988/07/08	NOTICE AGREEMENT			THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON	C
LT583921	1988/10/06	NOTICE			THE KANATA HYDRO-ELECTRIC COMMISSION	C
LT588481	1988/11/03	NOTICE			THE CORPORATION OF THE CITY OF KANATA	C
LT588891	1988/11/07	BYLAW				C
4R6587	1988/12/19	PLAN REFERENCE				C
4R6670	1989/02/10	PLAN REFERENCE				C
LT605240	1989/03/09	TRANSFER EASEMENT			OTTAWA CABLEVISION LIMITED	C
LT605824	1989/03/15	TRANSFER EASEMENT			KANATA HYDRO-ELECTRIC COMMISSION	C

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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT608825	1989/04/05	TRANSFER EASEMENT			BELL CANADA	C
LT611214	1989/04/26	NOTICE				C
4R7311	1990/04/30	PLAN REFERENCE				C
LT687538	1990/08/14	TRANSFER EASEMENT <i>REMARKS: RIGHT-OF-WAY</i>			THE CONSUMERS' GAS COMPANY LTD.	C
OC1150846	2010/08/20	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS</i>	\$430,000	BERENDSEN, JUDITH	SHEPPARD, DAVID MICHAEL RAMSAY, BARBARA ANN	C

KANATA GREENSPACE PROTECTION COALITION et al.
Applicants/Responding Parties

-and-

CLUBLINK CORPORATION ULC
Respondent/Moving Party

Court file number: CV-22-88630

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

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**MOTION RECORD OF THE RESPONDING PARTIES,
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and BARBARA RAMSAY**

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