The City of Greater Sudbury

Audit plan
for the year ending
December 31, 2013

October 7, 2013

October 7, 2013

Members of the Audit Committee
The City of Greater Sudbury
200 Brady Street
2nd Floor, Tom Davies Square
Box 5000, Station A
Sudbury ON P3A 5P3

Dear Members of the Audit Committee:

We are pleased to present our audit plan for the 2013 audit of the consolidated financial statements of The City of Greater Sudbury (the City) prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board of The Canadian Institute of Chartered Accountants (Canadian GAAP) (hereafter referred to as the financial statements).

This document summarizes our audit plan including our view on audit risks, the nature, extent and timing of our audit work as well as our proposed fees and the terms of our engagement.

We value your feedback and we hope that this document will facilitate two-way communication with you on the risks identified and our audit approach. We welcome any suggestions and observations you may have and look forward to discussing the contents of this audit plan with you at our upcoming meeting on October 22, 2013.

Yours very truly,

(Signed) "PricewaterhouseCoopers LLP"

Michael Hawtin
Partner
Audit and Assurance Group

cc: Ms. Lorella Hayes, Chief Financial Officer and Treasurer

PricewaterhouseCoopers LLP
PwC Centre, 354 Davis Road, Suite 600, Oakville, Ontario, Canada L6J 0C5
T: +1 905 815 6300, F: +1 905 815 6499, www.pwc.com/ca

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

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The matters raised in this and other reports that will flow from the audit are only those that have come to our attention arising from or relevant to our audit that we believe need to be brought to your attention. They are not a comprehensive record of all the matters arising and, in particular, we cannot be held responsible for reporting all risks in your organization or all internal control weaknesses. This report has been prepared solely for your use and should not be quoted in whole or in part without our prior written consent. No responsibility to any third party is accepted, as the report has not been prepared for, and is not intended for, any other purpose.

1. Executive summary

We have prepared the attached document to provide you with the opportunity to review and comment on our audit plan for the 2013 audit of the financial statements.

This audit plan includes the required communications between an auditor and Audit Committee as required by Canadian generally accepted auditing standards (Canadian GAAS).

Below, we highlight key areas for discussion, including new matters or changes from the prior year's audit plan to facilitate your review. We would be pleased to answer any questions you might have at our upcoming meeting.

Discussion item	Summary	For further reference
Client service team	• Cathy Russell is your senior relationship partner. • Michael Hawtin is your engagement leader. • Grand Lui is your engagement senior manager and Urooj Vohra is your engagement manager. • The senior members of our team are consistent with the prior year.	Page 2
Service deliverables	• The scope of our services remains consistent with the prior year.	
Timing	• Audit planning: August - September 2013. • Interim visit: October 2013. • Year-end visit: April - May 2014.	Page 4
Audit approach	• Our audit approach will include a combination of reliance on selected controls and substantive tests of detail. • Consistent with Canadian GAAS, we will also implement a level of unpredictability into our procedures each year.	Page 6
Materiality	• We have calculated materiality (based on the 2013 operating budget) and have determined a preliminary materiality of $8.7 million. • Unadjusted and adjusted items over $435,000 will be reported to the Audit Committee on completion of our audit.	Page 9
Risk analysis	• The areas of significant audit focus are consistent with the prior year; mainly: – Revenue recognition - government transfers; – Significant accounting estimates; and – Management override of controls.	Page 7
Fraud risk	• We are required to discuss fraud risk annually with the Audit Committee. • In planning our audit, we have considered the risk of fraud, management's processes for mitigating the risk, and the Audit Committee's oversight processes.	Page 11
2013 audit fees	• Our audit fee for the City for the 2013 year, as outlined in our response for proposal Contract CPS11-17 dated October 18, 2011 (the RFP), is $89,200 (2012: $87,100).	Page 13

2. Your team

Your client service team

Your client service team comprises the following individuals:

Name	Role	Number of years on engagement	Phone number	Email address
Cathy Russell	Senior relationship partner	3	416 815 5291	cathy.russell@ca.pwc.com
Michael Hawtin	Engagement leader	3	905 815 6393	michael.hawtin@ca.pwc.com
Grand Lui	Engagement senior manager	2	416 687 8714	grand.lui@ca.pwc.com
Urooj Vohra	Engagement manager	2	905 815 6379	urooj.f.vohra@ca.pwc.com
Dib Dhar	Information technology specialist	3	416 815 5043	dibyendu.dhar@ca.pwc.com
Carol Devenny	Quality review partner	3	613 755 4366	carol.devenny@ca.pwc.com

We have assigned a quality review partner, Carol Devenny, who is independent of the audit team and whose responsibilities include ensuring that we deliver a quality product. Carol is the leader of our public sector practice and has over 29 years of experience providing audit services to a wide range of government entities.

3. Scope of our services

a. Our audit objectives

As the City's auditor, our primary responsibility is to form and express an opinion on the City's financial statements as at December 31, 2013 and for the year then ending prepared in accordance with Canadian GAAP. The financial statements are prepared by management with the oversight of those charged with governance (the Audit Committee).

An audit of the financial statements does not relieve management or the Audit Committee of its responsibilities. We will conduct our audit in accordance with Canadian GAAS. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

In addition, we are committed to being a trusted advisor to management and to the Audit Committee. Where appropriate, we will discuss significant developments in public sector accounting and provide management our views and insights and also advise management of other services we feel could be helpful–at all times staying within the realm of our independence rules.

b. Engagement terms

Our draft engagement letter dated February 8, 2012 and as amended in an addendum dated May 24, 2012 sets out the terms and conditions for our engagement as the independent auditor of the City of Greater Sudbury for the years ended December 31, 2011 through to 2013. An annual addendum to the engagement letter dated October 7, 2013 confirms that the terms and conditions of our engagement letter continue to remain in effect for the year ending December 31, 2013.

Copies of the engagement letter and addendums have been included in Appendix A of our audit plan for your reference.

4. When will we do the audit?

a. Audit timeline

Working with management, we have developed the following project timeline, which is consistent with the City's regulatory and filing requirements.

Audit planning	
Audit planning	August - September 2013
Presentation of audit plan to the Audit Committee	October 22, 2013
Audit	
Interim audit fieldwork - City and related agencies and boards	September - November 2013
Year-end audit fieldwork - City's related agencies and boards	March - April 2014
Year-end audit fieldwork - City	April - May 2014
Clearance meetings with management and PwC	May 2014
Year-end Audit Committee meeting and finalization of the consolidated financial statements[1]	June 17, 2014

[1] At the year-end Audit Committee meeting, we will provide to the Audit Committee our draft audit opinion, key findings (particularly, regarding significant estimates, transactions, accounting policies and disclosures), any significant deficiencies identified in internal controls and a confirmation of our independence.

b. Project management

A well-executed audit requires good project management from both your team and PwC.

Working with management, we have developed the following process to ensure information is flowing and that issues are dealt with on a timely basis:

i. Issues meetings

We will hold regular meetings with key management throughout the year to discuss potential issues affecting the City and to develop plans for the resolution of key accounting issues.

We will share elements of our assessment of significant risks with management and the Audit Committee to avoid surprises and obtain your feedback.

We will maintain an ongoing register of matters that require further effort and will regularly monitor progress on these matters.

ii. Communications

We will use the information from the issues meetings, along with our other cumulative knowledge of the City, to develop a detailed list of documents that we will need from the City to complete the audit. This document will list those responsible and the expected delivery dates agreed to by management.

We have asked management to appoint an "Audit Champion" to be our key contact. This person is responsible for managing the flow of information and audit requests to ensure both of our organizations are being as efficient as possible and that the audit is not disruptive.

Lorraine Laplante has been selected by management as the City's Audit Champion.

We will hold periodic meetings with management during the audit to discuss the status of our audit procedures. As part of these meetings, we will provide a detailed list of outstanding items and will highlight any items that require more urgent attention and follow up. We will work closely with management to resolve outstanding audit information requests and issues in a timely manner and obtain agreement with management on additional audit services provided, if any, during the audit.

Once we have completed our audit and have mailed our report, the results and findings of the audit will be discussed with the Audit Committee Chair prior to the Audit Committee meeting.

We have developed an Audit Service Guideline which has been discussed with management and outlines our audit services and what may be considered additional services. All additional services will be communicated to both management and the Audit Committee. A copy of this guideline is included in Appendix B of our audit plan for your reference.

iii. Continuous improvement

After the audit, we will debrief with management and obtain feedback on how the audit went and what improvements can be made to the process. We will also solicit feedback from the Audit Committee. These improvements will be documented and reflected in next year's audit plan.

5. How will we do the audit?

a. Our audit approach

Our audit approach is designed to allow us to execute a quality and efficient audit. We do this by:

i. Gaining an understanding of the organization by focusing on new developments and key business issues affecting the City as well as management's monitoring of controls and business processes. Our audit procedures will include tests of controls within the payroll, purchases/payables/payments, information technology, and certain other processes as well as substantive tests of significant account balances and transactions;

ii. Identifying significant audit risks, sharing our perspectives, obtaining your feedback and ensuring our audit is tailored to these risks;

iii. Making use of our network of internal employee benefits and information systems specialists, who will be integrated into our team to assist in our audit;

iv. Using external specialists to assist with obtaining sufficient and appropriate audit evidence over certain account balances and transactions. Specifically, we will rely on the following specialists:
   - External actuaries to provide actuarial calculations to account for the employee benefits;
   - External specialists to provide estimates of future landfill closure and post-closure costs used to estimate the related liability; and
   - Municipal Property Assessment Corporation (MPAC) to provide the assessment of properties used in determining property taxation revenue for the year.

v. Using well-reasoned professional judgment, especially, in areas that are subjective or require estimates; and

vi. Leveraging reliance where possible on the City's internal controls, Auditor General's Office and information technology and data systems.

Our understanding of the organization also drives our assessment of materiality and the identification of audit risks. Throughout the audit, we scale our work based on the size of an account balance, its complexity and its impact on the financial statements.

b. Risk analysis

Significant risks are those risks of material misstatement that, in our judgment, require special audit consideration. We have identified the following significant audit risks and other risks with a potential audit impact, as part of our planning process.

These risks were identified based on discussions with management, our knowledge of the City and the economy.

They are the most important risks from our perspective. We request your input on the following significant risks and whether there are any other areas of concern that the Audit Committee has identified.

Risk area (including key judgments and estimates)	Management's response	Our audit approach
Revenue recognition - Government Transfers Revenue is recognized from government transfers based on specific contracts and arrangements with governmental organizations and is subject to management judgment with respect to the timing of revenue recognition. There is a risk that revenue is not recorded in the consolidated financial statements accurately and completely and in the correct accounting period. Further, the Public Sector Accounting Board issued a revised Section PS 3410 in March 2011 and is effective for fiscal years beginning on or after April 1, 2012. The new standard may be applied prospectively or retroactively. This standard may change the timing of the recording revenue from government transfers.	The City has established revenue recognition accounting policies in accordance with the accounting standards for the Public Sector. In addition, the City has processes, controls and other procedures in place to ensure that revenue is appropriately measured and recognized, including monitoring the activity within deferred revenue accounts and reserve funds during the year. The City will be undertaking a project to review significant agreements with other governments to ensure that government transfers are appropriately accounted for under the revised standard PS 3410.	Update our understanding of management processes and internal controls surrounding revenue recognition and assess the accounting policies adopted by the City for recognizing revenue and ensure that this is in accordance with Canadian GAAP. Perform substantive tests of detail over revenue, accounts receivable and deferred revenue accounts including examining reconciliations of deferred revenue accounts (by fund), obtaining confirmation of annual funding with third party sources (i.e. various Ministries) and test other movements in the deferred revenue accounts to supporting documentation (i.e. agree to contracts, vendor invoices, etc.) and to the corresponding entry to the revenue general ledger accounts. We will also review the City's agreements and management's analysis with respect to the adoption of the revised standard on government transfers.

Risk area (including key judgments and estimates)	Management's response	Our audit approach
Significant accounting estimates The preparation of the City's financial statements requires the use of accounting estimates that are subject to management judgment in the following significant areas: • Employee benefits; • Environmental liabilities (including closure and post-closure costs for active and inactive landfill sites); • Provisions related to property taxes; • Provisions for uncollectible receivables; and • Contingent liabilities.	Management has processes and controls in place for formulating these estimates. Where applicable, management has engaged external specialists to assist in the determination of significant accounting estimates. In particular, we understand the City has contracted external specialists to assist with the valuation of certain employee benefits and environmental liabilities.	Meet with non-financial management responsible for establishing these provisions to understand the key assumptions and validate and benchmark these estimates against our own expectations. Test management's calculations, supporting data and assumptions used in these calculations. Incorporate internal specialists into our engagement team to assess the appropriateness of the methodology and accounting estimates applied. Assess the competency and objectivity of specialists engaged by the entity. Review management's assessment of the collectability of receivable balances and examine subsequent receipts after year-end and other evidence of collectability. For employee benefit arrangements, we will assess whether any plan changes as a result of new or amended collective bargaining agreements or agreements with non-unionized employees have been appropriately considered in the actuarial valuations. We will also perform testing over the source data used in the employee benefit calculations.

Risk area (including key judgments and estimates)	Management's response	Our audit approach
Management override of controls Canadian auditing standards require auditors to plan and perform the audit to obtain reasonable assurance that the consolidated financial statements are free of material misstatements, whether caused by error or fraud. The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error, because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.	Appropriate segregation of duties has been established in order to mitigate the risk of management override of controls. Controls over the review and approval of manual journal entries are in place. In addition, the City has policies and procedures in place to prevent and deter fraud.	Assess the control environment and segregation of duties and access parameters established in PeopleSoft mitigating this risk. Test significant and non-standard manual journal entries made during the year. Introduce an element of unpredictability into our audit through our sample selections for audit testing.

c. Materiality

Misstatements, including omissions, are considered to be material if they (individually or in aggregate with other misstatements) could reasonably be expected to influence the economic decisions of users, taken on the basis of the consolidated financial statements.

Judgments about materiality are made in light of surrounding circumstances and are affected by the size or nature of a misstatement, or a combination of both.

We have set our preliminary materiality for the audit as follows:

	Basis	December 31, 2013
Overall materiality[1]:	1.75% of the unconsolidated operating expenditures (budget) of the City for the full year	$8.7 million
Unadjusted and adjusted items in excess of this amount will be reported to the Audit Committee	5% of overall materiality	$435,000

[1] Our materiality calculation is based on the 2013 unconsolidated operating budget of the City; should there be a significant change, we will communicate changes to the Audit Committee at year-end.

d. Discussion on fraud risk

Canadian GAAS requires us to discuss fraud risk annually with the Audit Committee. We understand that part of your governance role is also to consider the fraud risks facing the City and the responses to those risks.

Through our planning process (and prior years' audits), we have developed an understanding of your oversight processes including:

- Code of conduct (as set out in the employee handbook);
- Audit Committee (and other) charters;
- Discussion at Audit Committee meetings and our attendance at those meetings;
- Presentations by management;
- Review of related party transactions;
- Consideration of tone at the top; and
- Auditor General's Office.

We are not aware of any fraud at the current time. If you are aware of any instances of actual, suspected or alleged fraud affecting the entity, please contact the engagement leader, Michael Hawtin (contact information is included in Section 2).

An auditor's responsibilities for detecting fraud

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error, because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

During our audit, we will perform the following procedures in order to fulfill our responsibilities:

- inquiries of management, the Audit Committee and others related to any knowledge of fraud or suspected fraud;
- perform disaggregated analytical procedures, and consider unusual or unexpected relationships identified in planning the audit;
- incorporate an element of unpredictability in the selection of the nature, timing and extent of our audit procedures; and
- perform additional required procedures to address the risk of management's override of controls, including:
  - evaluating internal controls designed to prevent and detect fraud;
  - examine journal entries and other adjustments for evidence of the possibility of material misstatement due to fraud;
  - review accounting estimates for biases that could result in material misstatement due to fraud, (including a retrospective review of significant prior years' estimates); and
  - evaluate the business rationale of significant unusual transactions.

We would be pleased to discuss any other procedures or suggestions the Audit Committee may have.

6. Where will we do the audit?

Our engagement team is under the direction of Michael Hawtin.

In this capacity, he is responsible for the overall quality of the delivery of our audit services, as well as the consistent application of our audit methodology.

The audit of the consolidated financial statements of The City of Greater Sudbury will be based out of the offices located at 200 Brady St. As PwC has been engaged to perform separate stand-alone audits of the City's agencies and boards (such as Greater Sudbury Utilities Inc. and Sudbury Housing Corporation) we will also be performing separate audits at their respective offices.

Since the consolidated financial statements of the City includes the agencies, boards and commissions that are controlled by the City, we will rely on the audit work completed by these PwC teams to assist in forming our opinion of the consolidated financial statements of the City.

We have taken the following steps to ensure the overall quality of the audit engagement:

a. issued formal instructions to the local agencies and boards audit teams leveraging the work of the individual audits;

b. arranged for continuous communication throughout our engagement team between the City and agencies and boards audit teams;

c. arranged for debriefing conference calls with management and respective local audit teams to review results and findings of work performed; and

d. planned adherence to engagement timelines in order to meet your reporting objectives.

7. Our fees

In accordance with the RFP covering the three year contract period for the years ended December 31, 2011 through to 2013, our fees for the 2013 audit of the consolidated financial statements of the City are $89,200.

8. What's new? Accounting and Financial Reporting update

As part of our commitment to quality service, we now draw your attention to new and emerging accounting, auditing and regulatory developments on City of Greater Sudbury's financial reporting:

a. Government transfers

A revised Section PS 3410 was issued in March 2011 and is effective for fiscal years beginning on or after April 1, 2012. The revised standard may be applied prospectively or retroactively. The objective of this project was to provide additional guidance and clarification to Section PS 3410, Government Transfers and to address application and interpretation issues raised by the government community.

An organization will need to consider the impact of the revised standard on:

- The appropriate accounting for multi-year funding provided by governments to outside organizations;
- When the transfer has been authorized;
- The degree to which stipulations imposed by a transferring government create a liability that must be recognized by the recipient government; and
- Timing of revenue recognition for capital transfers.

b. Tax revenue

A new Section PS 3510, Tax Revenue is effective for periods beginning on or after April 1, 2012. This standard establishes how to account for and report tax revenue in government financial statements.

Certain aspects of the Standard include:

- It includes guidance that distinguishes tax concessions from transfers made through a tax system;
- Regarding the attribution of tax revenue, the standard requires the government that imposes a tax to recognize the related revenue except in the case of purely flow-through arrangements;
- It requires that any expenses incurred in relation to a tax transaction, such as administrative costs or commissions on tax collection, be separately recognized in expenses and not netted against tax revenue.

The government transfers and tax revenue standards will be applicable for the City in the 2013 fiscal year. Management has not yet concluded on the impact of the standards to the City's 2013 financial statements. We will work with management to assess the impact as part of the 2013 audit.

c. Liability for contaminated sites

Section PS 3260, Liability for Contaminated Sites is effective for periods beginning on or after April 1, 2014, although earlier adoption is encouraged. This standard provides specific guidance on how an organization accounts for a liability associated with the remediation of a contaminated site. It may be adopted prospectively or retroactively.

The main features are:

- A liability for remediation of a contaminated site is recognized when contamination exceeds an existing environmental standard, the organization is either directly responsible or accepts responsibility for the contamination, the organization expects that future economic benefits will be given up and can make a reasonable estimate of the amount of the liability.

- The liability is measured at the organization's best estimate of the amount required to remediate the contaminated site. When cash flows to settle the liability are expected to occur over several years then a discounted cash flow technique is usually the best method to estimate the liability.
- Enhanced disclosures over remediation liabilities are required.

d. Financial instruments and financial statement presentation

Section PS 3450, Financial Instruments is effective for government organizations (for fiscal years beginning on or after April 1, 2012) and is effective for governments for periods beginning on or after April 15, 2015. This section provides guidance on the recognition, measurement, presentation and disclosure of financial instruments. Derivatives and portfolio investments that are equity instruments quoted in an active market are measured at fair value. Other financial instruments may be elected as measured at fair value under certain conditions.

Concurrent with the adoption of Section PS 3450 organizations must adopt Section PS 1201, Financial Statement Presentation (replacing Section PS 1200) and Section PS 2601, Foreign Currency Translation (replacing PS 2600). These new standards require presentation of a new primary statement – the statement of remeasurement gains and losses – reporting various unrealized gains and losses and may also change the accounting for long-term foreign currency monetary items.

e. Other projects

Other significant projects that are in progress by the Public Sector Accounting Board:

- *Related Parties* – In September 2012, PSAB issued an exposure draft proposing a new PSA Handbook Section for Related Party Transactions. The exposure draft included guidance on the identification of related parties as well as the recognition and measurement of related party transactions. The Board has considered responses to the exposure draft and will be issuing a re-exposure draft with revised guidance to address concerns over key management personnel and measurement of related party transactions. The re-exposure draft is expected in June 2013 with a view to a final standard by the end of 2013. Our audit national public sector leader is the chair of the PSAB task force on this project.
- *Restructurings* – Restructurings may take many forms including amalgamations, transfers and reorganizations. This project aims to create a standard to define restructuring transactions and provide guidance on the recognition and measurement of assets and liabilities subject to restructuring as well as accounting for restructuring costs. A statement of principles was issued in February 2013, which proposes that restructurings involve the transfer of an integrated set of assets, liabilities and related responsibilities without the exchange of significant consideration based on the fair values of assets and liabilities transferred. Restructuring transactions are to be measured based on carrying values with limited adjustments. An exposure draft for a new standard is expected in early 2014.
- *Assets* – The objective of this project is to provide a standard that addresses the basic concepts and definition of assets, similar to the standard that already exists for liabilities (Section PS 3200). The first step in this project is a statement of principles that will define the essential characteristics of assets, contingent assets and contractual rights, provide recognition and derecognition criteria for assets and contingent assets, provide guidance on the measurement of assets and contingent assets (including impairments) and consider disclosure requirements. A draft statement of principles is expected in 2013.

- *Revenues* – This project is to develop additional principles for revenue recognition principles that apply to sources of revenue other than government transfers and tax revenue. It is a wide-reaching project seeking to address recognition, measurement and presentation of revenues that are common in the public sector. PSAB is currently working on a statement of principles, expected to be issued before the end of 2013.
- *Asset Retirement Obligations* – This project will introduce guidance on accounting for asset retirement obligations into the PSA Handbook. The project is in early stages with a statement of principles expected before the end of 2013. A partner from our National Office sits on the PSAB task force for this project.

Appendix A: Engagement letters

October 7, 2013

Ms. Lorella Hayes
Chief Financial Officer and Treasurer
The City of Greater Sudbury
200 Brady Street, 2nd Floor
Tom Davies Square
Box 5000, Station A
Sudbury ON P3A 5P3

Dear Ms. Hayes:

This letter amends our engagement letter dated February 8, 2012 and addendum dated May 24, 2012 (collectively the original engagement letter) together with all schedules and standard terms of business between The City of Greater Sudbury (the City) and PricewaterhouseCoopers LLP (we, us, our). The parties agree that except as otherwise amended by this letter; the terms and condition of the original engagement letter will apply to the services provided.

The addendum dated May 24, 2012 is amended with respect to the scope of the Financial Statement Audits and Program Audits as follows:

- Financial Statement Audits:
    - 'Pioneer Manor Long-Term Care Facility Trust Funds'.

- Program Audits:
    - Removed 'Ontario Economic Outlook Funding Project' and 'Northern Training Partnership Fund' and added 'Federal Gas Tax' and 'Pioneer Manor Long-Term Care Facility'.

In addition to the audit of the consolidated financial statements of the City for the year ending December 31, 2013, we will perform audit services for the following entities/programs in 2013. Our engagements will be conducted in accordance with the Canadian generally accepted auditing standards.

Our fees for the audit services and the framework for the preparation of the statements with respect to the following Financial Statement Audits and Program Audits are set forth below:

	Fee	Framework
Financial Statement Audits		
The City of Greater Sudbury Trust Funds	$3,200	Canadian generally accepted accounting principles for established by the Public Sector Accounting Board.
The City of Greater Sudbury Community Development Corp.	$2,200	Canadian generally accepted accounting principles, Part III Not-for-profit organizations.
Pioneer Manor Long-Term Care Facility Trust Funds	$1,530	Canadian generally accepted accounting principles established by the Public Sector Accounting Board.
Program Audits		
Walden Elderly Persons Centre	$2,100	Elderly Persons Centres Act and Regulation 314 between the Ministry of Health and Long Term Care and the City.
Homelessness Partnership Strategy	$2,140	Contribution agreement, project # 010435394 between Her Majesty The Queen in the Right of Canada, as represented by the Minister of Human Resources and Skills Development and the City.
Federal Gas Tax	$5,200	Criteria established by the terms and conditions described in sections 3.1, 5.1, 5.4, 6.2, 6.5 to 6.9, 7.1a to g, 7.2, 8.1 to 8.3, 9.1, 9.2 and 10.2 of the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities dated December 15, 2005 and amended May 31, 2010 with the Association of Municipalities of Ontario and the Municipality.
Pioneer Manor Long-Term Care Facility	$9,890	Long-Term Care Home Annual Report Technical Instructions and Guidelines issued by the Ministry of Health and Long-Term Care.

All other provisions of the original engagement letter are unchanged. If changes above are acceptable, please have one copy of this letter executed in the spaces provided below and return it to us.

Yours very truly,

(Signed) "PricewaterhouseCoopers LLP"

Chartered Professional Accountants

The City of Greater Sudbury

By:

_____

Ms. Lorella Hayes,
Chief Financial Officer and Treasurer

_____

Date

pwc

February 8, 2012

Ms. Lorella Hayes
Chief Financial Officer / Treasurer
The City of Greater Sudbury
200 Brady Street
2nd Floor, Tom Davis Square
Box 5000, Stn A
Sudbury, Ontario P3A 5P3

Dear Ms. Hayes

PricewaterhouseCoopers LLP (we, us or our), a limited liability partnership organized under the laws of the Province of Ontario, is pleased to provide services to The City of Greater Sudbury (the City) for the years ending December 31, 2011, 2012 and 2013. Cathy Russell will be responsible for the services we perform. This engagement letter confirms our mutual understanding of the specific terms of our engagement, which are supplemented by the standard terms of business attached to this engagement letter. Our fee estimate is outlined in Schedule A. If there is any difference between our standard terms of business and the specific terms included in this letter, specific terms shall apply.

Services and Related Report

We will provide the following services (the services):

Annual Financial Statement Audit	We will audit the City's consolidated financial statements as at December 31, 2011, 2012, 2013 and for the years then ending (the audit).
	These financial statements will be prepared in accordance with the requirements of Canadian Public Sector Accounting Standards (the financial statements).
	These financial statements are not intended to be and should not be used by anyone other than the specified users or for any other purpose. These financial statements have been prepared by management.

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership, which is a member firm of PricewaterhouseCoopers International Limited, each member firm of which is a separate legal entity.

Auditor's Report

Once we complete our annual audit, we will provide you with our auditor's report on the work referred to above. The form and content of our auditor's report will be in accordance with Canadian Auditing Standard 700, Forming an Opinion and Reporting on Financial. There may be circumstances where our audit report may differ from the expected form and content. If, for any reasons caused by or relating to the affairs of you or you, we are unable to complete our audit, we may decline to issue our auditor's report.

Our Responsibilities

Annual Financial Statement Audit

The purpose of a financial statement audit is to express an opinion on the financial statements. We will be responsible for performing the audit in accordance with Canadian generally accepted auditing standards. These standards require that we comply with ethical standards, which include independence and professional competence, and plan and perform the audits to obtain reasonable assurance whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall presentation of the financial statements.

Consistency of accounting principles

It is our responsibility to assess whether the accounting principles used to prepare the financial statements have been applied on a basis consistent with that of the preceding year and to report on that matter in the auditor's report under "Report on other legal and regulatory requirements".

Risk Assessment

In making our risk assessments, we will consider internal control relevant to the preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal control. But, we will let you and the Audit Committee know, as appropriate, in writing about any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

Informing the Audit Committee

We also are responsible for ensuring that the Audit Committee is informed about certain other matters related to the performance of our audits, including but not limited to:

(i) our views about significant qualitative aspects of your accounting practices, including accounting policies, accounting estimates and financial statement disclosures. In certain circumstances we may be required to explain to the Audit Committee why we consider a significant accounting practice, that is acceptable under the applicable financial reporting framework, not to be most appropriate to your particular circumstances;

(ii) significant difficulties, if any, encountered during our audits;

(iii) where the Audit Committee is not involved in managing the entity we are also required to communicate:

- significant matters, if any, arising from our audits that were discussed, or subject to correspondence with management; and
- written representations we are requesting; and

(iv) other matters, if any, arising from our audits that, in our professional judgment, are significant to the oversight of the financial reporting process.

Reliance by Third Parties

The services will not be planned or conducted in contemplation of reliance by any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly, in connection with a specific transaction.

Your Responsibilities

Responsibility for Financial Statements and Internal Control

You are responsible for the preparation and the fair presentation of the financial statements and information referred to above. You are also responsible for establishing and maintaining an effective system of internal control over financial reporting to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. In this regard, you are responsible for establishing policies and procedures that ensure financial statements are prepared in accordance with the requirements of Canadian Public Sector Accounting Standards.

If you engage us to translate the financial statements or other documents referred to above from one language to another, you are responsible for the translated documents.

Correction of Errors

You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us that the total of all uncorrected misstatements identified by us during our audit are immaterial, both individually and in total, to the financial statements taken as a whole. In addition, we expect you will correct all known non-trivial errors.

Prevention and Detection of Fraud	You are also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us: (i) of the risk that the financial statements may be materially misstated as a result of fraud; (ii) about all known or suspected fraud affecting you involving (a) management, (b) employees who have significant roles in internal control over financial reporting and (c) others where the fraud could have a non-trivial effect on the financial statements; and (iii) of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, investors or others.
Related Party	You are responsible for disclosing to us the identity of the related party as defined in Canadian Auditing Standard 550 – Related Parties and all the related party relationships and transactions of which you are aware and, for providing to us any updates that occur during the course of this engagement.
Subsequent Events	You are responsible for informing us of subsequent events that may affect the financial statements of which you may become aware during the period subsequent to the balance sheet date to the date the financial statements are issued.
Laws and Regulations	You are responsible for identifying and ensuring that you comply with the laws and regulations applicable to your activities, including those pertaining to the services. You will make available to us information relating to any illegal or possibly, illegal acts, and all facts related thereto and will provide information to us relating to any known or probable instances of non-compliance with legislative or regulatory requirements, including financial reporting requirements.
Providing Information on a Timely Basis	You are responsible for making available to us, on a timely basis, all of your original accounting records and related information relevant to the preparation of the financial statements, additional information that we may request from you for the purposes of our audit and unrestricted access to your personnel who we may determine necessary to obtain evidence necessary to support our audits of the financial statements.
Management Representation Letter	You will provide us with written representations concerning representations made to us during the audits covering the financial statements.
Previous Auditors	To assist us in planning our audits, you will authorize your previous auditors, Collins Barrow, Freelandt, Caldwell and Reilly and KPMG LLP, to allow us to review its working papers and to respond fully to our inquiries.

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As part of our process of assessing the quality of our services, you may receive questionnaires from us and visits from senior partners not directly involved in providing services to you. We appreciate the attention given to these questionnaires and visits and value your feedback.

If the services outlined herein are in accordance with your requirements and, if the above terms are acceptable, please have one copy of this letter executed in the spaces provided below and return it to us.

Yours very truly,

PricewaterhouseCoopers LLP

Chartered Accountants

The services and terms as set forth in this letter, including the provisions of the attached schedule and our standard terms of business, are agreed to.

The City of Greater Sudbury

By:

Ms. Lorella Hayes, Chief Financial Officer / Treasurer

March 20/2012

Date

Schedule A
Fees and Billing Schedule

Our Fee Estimate
Our fees for the services as outlined in the RFP, Section 7.1 Summary of Audit Fees and in Appendix E – Mandatory Forms – Bid Forms (2011, 2012 and 2013) will be $80,000 in 2011, $82,000 in 2012 and $84,000 in 2013. Our fees exclude HST.

Conditions Impacting our Time and Fee Estimates
Our time and fee estimates take into account the agreed level of preparation and assistance from you. We will let you know promptly when and if for any reason the schedules, information and assistance provided as outlined in this engagement letter, are not sufficient for our services. We will provide you with a separate listing of required schedules, information requests and the dates such items are needed. We will also discuss with you and the Audit Committee any other issues that will require extra time and effort to resolve in order to revise the fee estimate to reflect additional services, if any, required for us to complete our work.

The conditions impacting our time and fee estimates include, but are not limited to, the following:

1 Changes to the timing of the engagement at your request may result in the services being performed by staff at a higher rate than initially planned, or difficulty in reassigning individuals to other engagements, either of which may result in our incurring significant unanticipated costs.
2 All schedules are not (a) provided by you on the date requested, (b) completed in a format acceptable to us, (c) mathematically correct or (d) in agreement with your accounting records (e.g. general ledger accounts).
3 Your personnel are not readily available or there is a significant delay in providing adequate responses to our requests for information, such as reconciling variances or providing requested supporting documentation (e.g. invoices, contracts and other documents).
4 Significant number of adjustments posted by you after we start our work that result in our having to update previously completed work.
5 The financial statements are received late or there are a significant number of drafts or a significant number of changes identified as a result of our review.

Terms of business

1	Introduction
2	PwC firms and subcontractors
3	Your responsibilities
4	Confidentiality
5	Professional and Regulatory Oversight
6	Personal information
7	Working papers
8	Liability
9	Termination
10	Governing Law
11	General

1 Introduction

1.1 **Interpretation** - In this agreement the following words and expressions have the meaning given to them below:
services – the services set out in the engagement letter
the agreement – these terms and the engagement letter to which they relate (including any schedules)
we, us or our – refers to PricewaterhouseCoopers LLP, a limited liability partnership organized under the laws of the Province of Ontario
you, your – the party or parties, including their management, to the agreement

1.2 **Changes** – Either we or you may request a change to the services or this agreement. Any change will be effective only when agreed in writing.

2 PwC firms and subcontractors

2.1 **Our relationship with you** –We are a member of the global network of PricewaterhouseCoopers firms ("PwC Firms"), each of which is a separate and distinct legal entity.

2.2 **Subcontractors** – We may use other PwC Firms or subcontractors to provide the services. We remain solely responsible for the services.

2.3 **Restriction on claims** – You agree not to bring any claim or action against another PwC Firm (or its partners, members, directors or employees) or our subcontractors in respect of any liability relating to the services or the agreement.

2.4 **Group members** – You will ensure that no subsidiary, affiliate, parent, associated entity or holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim or action against any PwC Firm (or its partners, members, directors or employees) or our subcontractors in respect of any liability relating to the services or the agreement.

3 Your responsibilities

3.1 **Your obligations** – The performance of our services depends on you performing your obligations under the agreement. We are not responsible for any consequences arising from you not fulfilling your obligations.

3.2 **Solicitation and hiring of PwC personnel** - Our auditor independence related to assurance engagements may be impaired if you solicit or hire certain PwC personnel. This may either delay the provision of the services or cause us to resign from the engagement. You agree not to offer or permit your related parties to offer employment to or hire the lead engagement partner, the quality review partner or any other PwC partner and/or employee who has provided more than ten (10) hours of audit or review services until a period of twelve (12) months has passed from the date the applicable financial statements were filed with the relevant securities regulator or stock exchange.

3.3 **Oral advice and draft deliverables** – You may rely on our final written deliverables, but should not rely on oral advice or draft deliverables provided during the term of this agreement. If you wish to rely on something we have said to you, please let us know and if possible, we will prepare a written deliverable on which you may rely.

4 Confidentiality

4.1 **Confidential information** – We and you agree to use the other party's confidential information only in relation to the services, and not to disclose it, except where required by law, regulation or professional obligation. However, we may give confidential information to other PwC Firms or our subcontractors as long as they are bound by reasonable confidentiality obligations given the sensitivity of the information provided.

5 Professional and Regulatory Oversight

5.1 **Reviews of us** – We are required to meet certain professional standards in the performance of our services. As such, we are regulated or overseen by various professional and regulatory bodies both in Canada and abroad (which bodies will depend on the nature of the services performed under this agreement). These professional and regulatory bodies have the right to inspect our files, including working papers and other work product(s) relating to these services or the services provided in prior years to determine whether professional standards have been met. We may, from time to time, receive requests or orders from such bodies to provide them with information and copies of such working

papers. We intend to provide such information and working papers in response to such requests.

5.2 **Reviews of you** - Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable, we will advise you of any such investigation request or order prior to providing our working papers, except where we are prohibited by law from doing so.

5.3 **Privileged information** - Except where providing working papers is required by the laws of any jurisdiction that you or we are governed by, we will use all reasonable efforts to refuse access to any document over which you have expressly informed us that you assert privilege. You must mark any document over which you assert privilege as "PRIVILEGED".

5.4 **Reimbursement of costs incurred** - You agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred by us in responding to any investigation that is requested or authorized by you or of you required by government regulation, subpoena or other legal process.

6 Personal information

6.1 **Personal information** – We may collect, use, transfer, store or otherwise process information disclosed by you of a personal nature (personal information). We may process such personal information in various jurisdictions in which we or applicable PwC Firms operate. Such personal information will be at all times processed in accordance with the applicable laws and professional regulation. In addition, we will require any service providers that process personal information on our behalf to adhere to such requirements.You confirm that you have the authority to provide the personal information to us in connection with the performance of services and that the personal information provided to us has been disclosed in accordance with applicable law.

7 Working papers

7.1 **Ownership** – Any documents prepared by us or for us in connection with this agreement belong to us.

8 Liability

8.1 **Misrepresentation by you** - You agree to release and indemnify us and our agents, partners and employees, and hold us and them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest. This release indemnification does not apply where we reasonably should have uncovered the misrepresentations through other procedures performed but did not due to the negligence, wilful misconduct or dishonesty of our partners and/or employees.

8.2 **No claims against individuals** – You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

9 Termination

9.1 **30 days' notice** – In the event either party fails to fulfil their responsibilities, the other may end the agreement on 30 days written notice.

9.2 **10 days' notice** – Upon completion of the services, either we or you may end the agreement on 10 days' written notice.

9.3 **Fees payable on termination** – You agree to pay us for all services we perform up to the date of termination, including services performed, work-in-progress and expenses incurred.

10 Governing Law

10.1 **Law and jurisdiction** – The agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and is subject to the exclusive jurisdiction of the courts of the Province of Ontario.

11 General

11.1 **Matters beyond reasonable control** – No party will be liable (other than payment obligations) to the other if it fails to meet its obligations due to matters beyond its reasonable control.

11.2 **Entire agreement** – The agreement, once executed by both parties, forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions.

11.3 **Your actions** – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.

11.4 **Assignment** – Without written consent, neither of us may assign any of our rights, obligations or claims under this agreement.

11.5 **Survival** – Any clause that is meant to continue to apply after termination of this agreement will do so.

11.6 **Severability** – If a court or regulator with proper jurisdiction determines that a provision of this agreement is invalid, then that provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this agreement will remain effective

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May 24, 2012

Ms. Lorella Hayes
Chief Financial Officer/Treasurer
The City of Greater Sudbury
200 Brady Street, 2nd Floor, Tom Davis Square
Box 500, Stn A
Sudbury, Ontario, P3A 5P3

Dear Ms. Hayes:

As an addendum to our engagement letter dated February 8, 2012 relating to the audit of the consolidated financial statements of the City of Greater Sudbury (the City) for the years ending December 31, 2011, 2012 and 2013, we will also perform audit services for the following entities / programs:

- City of Greater Sudbury Trust Funds;
- City of Greater Sudbury Community Development Corp;
- Walden Elderly Persons Centre;
- Ontario Economic Outlook Funding Project;
- Northern Training Partnership Fund; and
- Homelessness Partnership Strategy.

Our engagements will be conducted in accordance with the Canadian Generally Accepted Auditing Standards.

Our fees for the above audit services are as follows:

	Fee
Financial Statement Audits:	
City of Greater Sudbury Trust Funds	$ 3,000
The City of Greater Sudbury Community Development Corp.	$ 2,000
Program Audits:	
Walden Elderly Persons Centre	$ 2,000
Ontario Economic Outlook Funding Project	$ 5,000
Northern Training Partnership Fund	$ 3,500
Homelessness Partnership Strategy	$ 2,000

PricewaterhouseCoopers LLP, Chartered Accountants
PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario, Canada M5J 0B2
T: +1 416 863 1133, F: +1 416 365 8215, www.pwc.com/ca

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership, which is a member firm of PricewaterhouseCoopers International Limited, each member firm of which is a separate legal entity.

Once we complete our audits we will provide you with our auditor's report on the work referred to above. For the Program Audits, the form and content of our auditor's report will be in accordance with the requirements of Canadian Auditing Standards 805, Special Considerations – Audit of Single Financial Statements and Specific Elements, Accounts or Items of a Financial Statement. For the Financial Statement Audits, the form and content of our auditor's report will be in accordance with the requirements of Canadian Auditing Standards 700, Forming an Opinion and Reporting on Financial Statements.

In addition, our fees for the audit of the consolidated financial statements of the City of Greater Sudbury, as outlined in Appendix A of our engagement letter dated February 8, 2012, have been updated to include the fees associated with the consolidation and additional audit procedures related to tangible capital assets for the Greater Sudbury Housing Corporation. This fee amount is outlined in the RFP, Section 7.1 Summary of Audit Fees and in Appendix E – Mandatory Forms – Bid Forms (2011, 2012 and 2013). Including this additional fee amount, the total audit fees for the consolidated financial statements of the City of Greater Sudbury will be $85,000 in 2011, $87,100 in 2012 and $89,200 in 2013. Our fees exclude HST.

All other terms and conditions of our engagement letter dated February 8, 2012 with the City remain in effect.

Yours very truly,

PricewaterhouseCoopers LLP

Chartered Accountants

*** *** *** ***

The terms as set forth in this letter are agreed to.

The City of Greater Sudbury

By:

Ms. Lorella Hayes, Chief Financial Officer/Treasurer

May 30/2012

Date

Appendix B: Draft audit service guideline

DRAFT

Audit Service Guideline

	Our commitment to you and expectations of the City	Additional audit services
Audit readiness and monitoring of audit progress	• We will provide a detailed listing of audit information requests and agree with management upfront the required dates to provide the requested information. • We will agree with you the start dates of our interim and year-end audit fieldwork. A completed trial balance that includes all management year-end closing entries will be provided at a date agreed to upfront with management. • We will hold periodic meetings with management (dates and times to be agreed upfront) to discuss the status of the audit. As part of these meetings, we will provide a detailed list of outstanding items and will highlight any items that require more urgent attention and follow up.	• Delays in receiving requested information that results in idle staff time or staffing changes or any changes to the trial balance subsequent to the agreed upon date that results in additional audit testing will be billed separately.
Significant accounting and reporting matters	• We will hold meetings with key staff at the City as part of the audit planning process to understand significant developments and changes for the current year and share with you our views on the accounting and audit implications. • For significant new developments that have an accounting, reporting and/or auditing impact, management will prepare a position paper, in an agreed format, summarizing the issue, the technical analysis/research supporting management's position and the impact to the City.	• Time incurred to review management's position paper and resolve significant accounting matters will be billed separately. • In addition, time incurred to quantify and perform additional audit procedures, as necessary, to validate adjustments will be billed separately.
Financial statement review	• Year-end financial statements and note disclosures will be prepared and reviewed by management and provided to us for our review in accordance with the timelines as outlined in our audit information request listing at a date agreed to upfront with management. • We will review two consolidated versions of the financial statements. We will provide our comments, including any suggestions for change to management, on the first version and will review a second version of the financial statements for any changes made as a result of our initial review.	• Significant revisions to the financial statements (i.e. re-writing of note disclosures or pervasive mathematical errors and/or internal inconsistencies) and reviewing multiple versions of the financial statements (i.e. more than two versions) will be billed separately.
Audit Committee/ Board meetings	• We will attend one Audit Committee meeting at year-end to present our year-end audit report (summarizing our key audit findings). In addition, we will attend one Audit Committee meeting in the interim to present our Audit Plan (summarizing our audit approach, materiality and perspectives on key risks). • Prior to the mailing deadlines for these meetings, we will provide management with a draft of our reports and hold a pre-meeting to discuss any comments or revisions suggested by management.	• Additional meetings with the Audit Committee and additional drafting sessions or clearance meetings with management will be billed separately.

Appendix C: A report to the Audit Committee on our quality controls

www.pwc.com/ca

A report to the Audit Committee on our quality controls

November 2012

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1. PwC Canada—quality control procedures

The following discussion provides an overview of the quality control procedures maintained by PwC Canada[1].

Our quality control standards

Quality control standards, established by The Canadian Institute of Chartered Accountants (CICA) require public accounting firms to have a system of quality control over their accounting and auditing practices. PwC's quality control system complies with those standards. Those standards and our quality control system address the following elements:

- Leadership responsibilities for quality within the firm (the tone at the top);
- Ethical requirements (including independence, integrity and objectivity);
- Acceptance and continuance of client relationships and specific engagements;
- Human resources (including personnel management and learning and education);
- Engagement performance; and
- Monitoring results.

Our quality control procedures

Our quality control procedures are summarized below in a manner consistent with the COSO (Committee of Sponsoring Organizations of the Treadway Commission) framework.

[1] PricewaterhouseCoopers LLP Canada (PwC)

A. Control environment

Tone at the top

PwC's leadership emphasizes its commitment to quality as its top priority through the effective and consistent communication of quality as a priority throughout our firm. Our leadership also takes the requisite actions to ensure that our firm continues to stand for quality, independence, and objectivity.

PwC expects its partners and staff to live by our core values—Teamwork, Excellence and Leadership—in the course of their professional careers.

Independence, integrity and objectivity

PwC has **extensive systems** to monitor the independence of the firm overall and of individual professionals within the firm. Our independence policies are readily available to our staff and are reinforced through periodic training. Some notable aspects of our systems and policies are:

1. **an independence system that lists restricted investments**, encourages professionals to seek preapproval for transactions, and requires professionals to record their investments on a timely basis;
2. **systems designed to ensure that non-audit services are evaluated for permissibility and submitted for Audit Committee approval prior to their provision** to public company audit clients;
3. **systems that preclear and, subsequently, monitor** the firm's business relationships to ensure compliance with applicable regulatory requirements; periodic alerts regarding recent changes in client relationships;
4. **annual confirmation** of all partners' and managers' compliance with restrictions on investment and banking relationships;
5. **mandatory training** on key independence requirements;
6. centralized **independence experts** available for consultations when questions arise or when the subject matter mandates consultation;

7. **compliance testing** of selected individual professionals; and

8. **code of conduct** and ethics hotline.

As required by the provincial institute regulations, lead audit partners and quality review partners on each public company audit client are rotated after seven years. **We also know a smooth transition as part of rotation assists in audit quality and, therefore, we address rotation early with your Audit Committee and management team.**

The firm and its partners, therefore, have the necessary freedom to act with independence, objectivity and integrity.

Consulting protocols

There are specific matters for which PwC's partners are **required to consult** with our professional and technical experts. Engagement teams are also free to consult on other matters, as warranted by facts and circumstances. Our National Office provides **guidance and consultative advice** on a wide variety of matters related to accounting, audit policy, methodology and independence, though experienced partners and senior managers located in offices across the country.

In the event of disagreement, a resolution process provides guidance for moving the discussion through our chain of command until the matter is satisfactorily resolved.

Personnel management

PwC maintains **stringent hiring standards** for both entry-level and experienced recruits, which include not only an assessment of academic records, but also interviews, background checks and reference checks. Once hired, our staff members participate in a variety of local and national formal **training courses**, with a curriculum that matches their roles and responsibilities as they progress in their careers. PwC's partners also receive mandatory ongoing training and education.

Partner and staff **performance is evaluated annually** through a review process that includes peers, subordinates and supervisors. Partners and staff are evaluated, recognized and rewarded for performing as competent accountants and auditors, consistent with the firm's focus on quality. Managers are formally evaluated at least annually by partners for whom they have performed substantial work during the year. Our partner performance evaluation and compensation processes are in accordance with rules prohibiting direct compensation for selling non-audit services to audit clients. The annual assessment process captures information about how well each of our people has performed relative to their peers. This process also emphasizes to our partners the importance and priority of sustained audit quality, relative to other performance criteria.

B.Risk assessment

Risk management

PwC's risk management team includes several experienced partners who devote their time to risk management activities. They play an integral part in the client acceptance and retention process, assessing risk on both a qualitative and quantitative basis and work with audit engagement teams on a variety of issues and judgments, such as materiality and going concern considerations.

Client acceptance and retention

PwC has a proprietary information system to support our client acceptance and retention decisions. It involves the audit engagement team, industry experts and risk management partners in determining whether the risks related to existing or potential clients are manageable, and whether PwC should be associated with the particular company and its management. Matters considered include the following:

- the reputation of the company and its management;
- the effectiveness of its board of directors;
- any incentives or inclinations for management to manipulate reported results;
- any unusually aggressive or creative accounting; and
- any current or historical business, professional employment, or financial relationships that could impact PwC's independence.

C. Control activities

Audit engagement performance

PwC uses the same audit **methodology on a global basis.** This is supplemented by local tools and guidance to address the specific needs and requirements of the Canadian firm and client base and is also updated to reflect new developments and emerging issues.

Regular communications alert our partners and staff to new standards and provide related guidance to assist them in providing high-quality service to clients.

Engagement-specific quality control

While many aspects of PwC's system of quality control apply to all engagements, there are certain procedures performed specifically with respect to particular audits. For example, our public company clients have **an independent quality review partner** assigned, whose responsibilities include reviewing the audit strategy and execution, considering PwC's independence and reviewing the key risks identified by the engagement team and the responses to those risks. The quality review partner also acts as a key reviewer of significant accounting, auditing and financial reporting matters; significant engagement team judgments; the resolution of significant issues; the financial statements and related disclosures; and the appropriateness of PwC's report.

National Accounting Consulting Services (ACS) and Audit Quality & Methodology (AQM)

PwC's ACS and AQM groups are separate units within our Assurance practice. The leaders of the Accounting and Assurance groups within ACS and AQM are members of the leadership team that sets strategic direction for our Assurance practice and drives major Assurance initiatives and decisions. ACS and AQM consist of partners and managers who are experts in accounting and auditing and related subject matter areas. They review and advise on matters involving significant, unusual or complex accounting, auditing and regulatory, and they establish PwC's policies, processes and methodology.

D. Monitoring

PwC quality reviews

At PwC, we maintain an **internal quality monitoring program.** The program includes inspection of each partner's work on a rotational basis and various aspects of our quality control system to evaluate whether our quality controls are functioning properly.

Audit engagement reviews are conducted by experienced partners and managers who have appropriate industry experience and who are not connected with either the office performing the audit or the audit itself. **Reviews are conducted annually, with signing partners subject to review on a periodic basis, generally, once every three to five years.** Our internal review process also involves periodic testing of the effectiveness of our quality controls in functional areas, such as hiring, training, advancement, ethics and independence.

Quality monitoring is also an integral part of our continuous improvement program. PwC constantly evaluates inputs from formal programs and informal programs. In addition, we evaluate the effectiveness of the design and operation of our quality control system.

2. Results of our most recent quality control reviews and PwC's actions

Canadian Public Accountability Board (CPAB) reviews

We are registered with CPAB in order to audit financial statements of Canadian Reporting Issuers.

In each year since 2005, CPAB has inspected the Canadian operations of PwC and other accounting firms operating in Canada. Public versions of CPAB's reports are available at www.cpab-ccrc.ca. We have reviewed the most recent reports and matters arising from the inspections of our firm and we have provided our responses to CPAB. CPAB's rules preclude us from disclosing details of the report, matters and our responses.

Our firm is not subject to any restrictions or sanctions arising from CPAB's review. As well, there has been no disciplinary action taken or pending against our firm during the past three years with regulatory bodies or professional organizations.

We are committed to implementing all recommendations that have been made by CPAB and have **implemented all recommendations arising from the past inspections.** While the recommendations reflect areas where improvements can be made, in our view, they do not reflect any fundamental flaws in our processes or methodology.

We view CPAB's feedback as constructive, and we are committed to ensuring that our systems and processes are responsive to its observations and compliant with the Canadian Standard on Quality Control issued by CICA.

We support CPAB's process as a further measure of our own internal standards to deliver excellence in client service and ensure public confident in the quality of the audits of financial statements of reporting issuers.

Assessment of findings

The feedback we receive from CPAB, together with our internal quality control reviews and the many other inputs we consider in the normal course of business, has played an important role in our continuous improvement efforts. We have made and will continue to make improvements to our audit approach, training and other relevant factors.

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