

OPP Collingwood Investigation

***** This document contains allegations that have not been tested in court.**

***** As of June 17, 2018 the OPP has laid no charges in this matter.**

OPP Anti Rackets Branch - Production Order Application, July 2014

"Information to Obtain" sworn by OPP Detective Constable Marc Lapointe

This court document was obtained from the Barrie Ontario courthouse, unsealed by a judge in April 2018 at the request of CBC News.

The Crown redacted certain portions (whited out) before releasing it to shield a "separate, unrelated criminal investigation," or privacy issues of certain individuals.

CBC News has also redacted certain information (blacked out) for privacy reasons.

14-524

See Criminal Code
(Section 487.012)

Voir Code Criminel
(Article 487.012)

CANADA

)
) "On Behalf of Her Majesty the Queen"
) "Au nom de Sa Majesté la Reine"

Province of Ontario
Central East Region

PRODUCTION ORDER

COPY

ORDONNANCE DE COMMUNICATION

TO:

**Rohan Gonsalves
of the Scotiabank
44 King Street West
20th Floor
Toronto, Ontario**

WHEREAS it appears on the oath of
ATTENDU qu'il appert de la déposition sous serment de

Detective Constable Marc Lapointe

**that there are reasonable grounds for believing
and that the Informant does believe that** one or
more offences contrary to an Act of Parliament,
have been committed, to wit:

*qu'il existe des motifs raisonnables de croire et
croit effectivement que l'infraction suivante à la
loi fédérale:*

- 1) Fraud, contrary to section 380(1) of the Criminal Code ;
- 2) Breach of trust, contrary to section 122 of the Criminal Code

and that there are reasonable grounds for believing that the following document(s) and/or data will afford evidence of the said offence(s):

et qu'il existe des motifs raisonnables pour croire que les documents ou données fourniront une preuve touchant la perpétration de l'infraction:

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1. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (S-Tec Consulting):

a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
August 31, 2012	Cred. Card/LOC Payment	\$1,226.04
September 4, 2012	Chq 202 - [REDACTED]	\$1,441.03
October 1, 2012	Debit memo/cash/other	\$500.00
October 1, 2012	Debt memo/Visa/Transfer to	\$3,000.00
October 1, 2012	Debit memo/Personal acct/transfer to	\$1,000.00
October 2, 2012	Chq 123 - [REDACTED]	\$489.95
October 22, 2012	Chq 122 - [REDACTED]	\$489.95
October 22, 2012	Debt memo – XFR Other .	\$800.00
November 1, 2012	Chq 205 - [REDACTED]	\$1,000.00
November 1, 2012	Credit Card/LOC Payment	\$2,524.97
November 6, 2012	Chq 206 - [REDACTED]	\$1,000.00
November 14, 2012	Chq 207 - [REDACTED]	\$489.75
November 30, 2012	Debit memo to pay Visa other [REDACTED]	\$1,167.73
December 3, 2012	Chq 210 - [REDACTED]	\$3,500.00
December 24, 2012	Debit memo taking out cash	\$2,000.00
January 4, 2013	Chq 211 - [REDACTED]	\$2,000.00
January 10, 2013	Chq 212 - [REDACTED]	\$489.57
January 23, 2013	Chq 213 - [REDACTED]	\$489.57
January 31, 2013	Transfer to Cr. Card [REDACTED]	\$800.00
February 4, 2013	Transfer to Cr. Card [REDACTED]	\$4,053.68

AND,

2. Certified copies of the following records and/or documents (if available) relating to the Scotiabank Visa card account identified in the above chart as number [REDACTED]:
 - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - b. Authorized signing authority electronic access and signature card.
 - c. Delegate electronic access and signature card.
 - d. Detailed Monthly account Statements from the 31st of August 2012 to the 31st day of December 2012, inclusive.

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AND,

3. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Abigail Stec):
 - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 4, 2012	WD	\$1,004.20
January 4, 2013	SP	\$4,837.48
January 4, 2013	BPY – BR – American Express Cards	\$3,022.64
January 28, 2013	CTD – PC to [REDACTED]	\$600.00

AND,

4. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
 - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.

b. Authorized signing authority electronic access and signature card.

c. Delegate electronic access and signature card.

COPY

d. Detailed Monthly account Statements from the 01st of January 2013 to the 01st day of March 2013, inclusive.

AND,

5. Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] (Paul Bonwick):

a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 14, 2012	WD	\$7,800.00
November 20, 2012	CTD - [REDACTED]	\$33,750.00
January 4, 2013	WD	\$3,800.00

AND,

6. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):

a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
December 27, 2012	CTD - PC to [REDACTED]	\$3,000.00
January 10, 2013	CTD - PC to [REDACTED]	\$2,000.00

AND,

7. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick) and Scotiabank account [REDACTED] (Paul Bonwick):

COPY

a. All supporting documentation/records in relation to each transaction listed in the chart below:

Date	Account Debited	Account Debited	Account Credited	Account Credited
12-Sep-12	X			\$500.00
12-Sep-12	X		\$500.00	
05-Oct-12	X			\$500.00
05-Oct-12	X		\$500.00	
27-Oct-12	X			\$500.00
13-Nov-12	X			\$500.00
23-Nov-12	X			\$500.00
01-Dec-12		X		\$500.00
20-Dec-12		X		\$300.00
31-Dec-12		X		\$200.00
10-Jan-13		X		\$700.00
17-Jan-13		X		\$300.00
18-Jan-13	X		\$500.00	
24-Jan-13		X		\$300.00
31-Jan-13		X		\$300.00
07-Feb-13		X		\$300.00
15-Feb-13	X			\$200.00
15-Feb-13	X		\$200.00	
22-Feb-13		X		\$200.00
05-Mar-13	X			\$300.00
09-Mar-13	X			\$200.00
15-Mar-13	X			\$200.00
22-Mar-13	X			\$200.00
22-Mar-13	X		\$200.00	
27-Mar-13	X			\$400.00
01-Apr-13	X		\$200.00	
03-Apr-13		X	\$1,000.00	
20-Apr-13	X			\$200.00
29-Apr-13	X			\$200.00
03-May-13	X			\$200.00
06-May-13		X		\$1,000.00
06-May-13	\$600.00 credited to			\$600.00 debit from
10-May-13	X			\$200.00
11-May-13	X			\$200.00
16-May-13	X			\$200.00
21-May-13	X			\$500.00
24-May-13	X			\$200.00
01-Jun-13	X			\$300.00
06-Jun-13	X		\$160.00	
08-Jun-13	X			\$300.00
13-Jun-13	X			\$300.00
19-Jun-13	X			\$300.00
24-Jun-13	X			\$300.00
02-Jul-13	X			\$300.00
03-Jul-13	X			\$300.00
10-Jul-13	X			\$300.00
15-Jul-13	X			\$300.00
20-Jul-13	X			\$300.00

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9. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - b. Authorized signing authority electronic access and signature card.
 - c. Delegate electronic access and signature card.
 - d. Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

and that there are reasonable grounds for believing that the said documents and/or data or some part of them are in the possession or control of:

et qu'il a ses motifs raisonnables pour croire que les documents ou données sont en la possession de la personne ou à sa disposition:

Rohan Gonsalves of the Scotiabank situated at 44 King Street West, 20th floor, Toronto, Ontario

AND UPON BEING satisfied that the provisions of section 487.012 of the *Criminal Code* have been complied with;

IT IS HEREBY ORDERED as follows:

1. **Rohan Gonsalves of the Scotiabank** shall produce the above described documents and/or data to **Detective Constable Marc Lapointe**, a peace officer with the Ontario Provincial Police as soon as reasonably possible but in any event no later than sixty (60) days from the date of this order;

DATED at the City of Barrie, County of Simcoe, Ontario this _____ day of July 2014

Daté à la ville de Barrie, dans le Comté de Simcoe, dans la province d'Ontario, ce ____ jour de juillet 2014

A Justice in and for the Province of Ontario
Juge de paix dans et pour la province de Ontario

COPY**NOTICE**

TAKE NOTICE of the following relevant portions of the *Criminal Code*, namely Section 127 (**Disobeying a Court Order**) and Section 129 (**Obstruct Peace Officers**); Section 487.016 (**Self-incrimination**) and Section 487.017 (**Offences**):

SECTION 127 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

(1) Everyone who, without lawful excuse, disobeys a lawful order made by a court of justice or by a person or body of persons authorized by any Act to make or give the order, other than an order for the payment of money, is, unless a punishment or other mode of proceeding is expressly provided for by law, guilty of an indictable offence and liable to imprisonment for a term not exceeding two years...

SECTION 129 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

Everyone who

- (a) resists or wilfully obstructs a public officer or peace officer in the execution of his duty or any person lawfully acting in aid of such an officer, ...or
- (b) resists or wilfully obstructs any person in the lawful execution of a process against lands or goods, or in making a lawful distress or seizure,

is guilty of

- (d) and indictable offence and is liable to imprisonment for a term not exceeding two years, or
- (e) an offence punishable on summary conviction.

SECTION 487.016 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

No person is excused from complying with an order made under section 487.012 on the ground that the document, data or information referred to in the order may tend to incriminate them or subject them to any proceeding or penalty, but no document prepared by an individual under paragraph 487.012(1)(b) may be used or received in evidence against that individual in any criminal proceedings subsequently instituted against them, other than a prosecution under section 132, 136 or 137.

SECTION 487.017 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

A financial institution, person or entity who does not comply with a production order made under section 487.012 is guilty of an offence and liable on summary conviction to a fine not exceeding \$250,000 or imprisonment for a term not exceeding six months, or to both.

1A-524

See Criminal Code
(Section 487.012)

Voir Code Criminel
(Article 487.012)

CANADA

)
) "On Behalf of Her Majesty the Queen"
) "Au nom de Sa Majesté la Reine"

Province of Ontario
Central East Region

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TO:

**Rohan Gonsalves
of the Scotiabank
44 King Street West
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Toronto, Ontario**

WHEREAS it appears on the oath of
ATTENDU qu'il appert de la déposition sous serment de

Detective Constable Marc Lapointe

**that there are reasonable grounds for believing
and that the Informant does believe that one or
more offences contrary to an Act of Parliament,
have been committed, to wit:**

*qu'il existe des motifs raisonnables de croire et
croit effectivement que l'infraction suivante à la
loi fédérale:*

- 1) Fraud, contrary to section 380(1) of the Criminal Code ;
- 2) Breach of trust, contrary to section 122 of the Criminal Code

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and that there are reasonable grounds for believing that the following document(s) and/or data will afford evidence of the said offence(s):

et qu'il existe des motifs raisonnables pour croire que les documents ou données fourniront une preuve touchant la perpétration de l'infraction:

1. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number 32342/0064513 (S-Tec Consulting):
 - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
August 31, 2012	Cred. Card/LOC Payment	\$1,226.04
September 4, 2012	Chq 202 - [REDACTED]	\$1,441.03
October 1, 2012	Debit memo/cash/other	\$500.00
October 1, 2012	Debt memo/Vlsa/Transfer to	\$3,000.00
October 1, 2012	Debit memo/Personal acct/transfer to	\$1,000.00
October 2, 2012	Chq 123 - [REDACTED]	\$489.95
October 22, 2012	Chq 122 - [REDACTED]	\$489.95
October 22, 2012	Debt memo – XFR Other	\$800.00
November 1, 2012	Chq 205 - [REDACTED]	\$1,000.00
November 1, 2012	Credit Card/LOC Payment	\$2,524.97
November 6, 2012	Chq 206 - [REDACTED]	\$1,000.00
November 14, 2012	Chq 207 - [REDACTED]	\$489.75
November 30, 2012	Debit memo to pay Visa other [REDACTED]	\$1,167.73
December 3, 2012	Chq 210 - [REDACTED]	\$3,500.00
December 24, 2012	Debit memo taking out cash	\$2,000.00
January 4, 2013	Chq 211 - [REDACTED]	\$2,000.00
January 10, 2013	Chq 212 - [REDACTED]	\$489.57
January 23, 2013	Chq 213 - [REDACTED]	\$489.57
January 31, 2013	Transfer to Cr. Card [REDACTED]	\$800.00
February 4, 2013	Transfer to Cr. Card [REDACTED]	\$4,053.68

AND,

- 2. Certified copies of the following records and/or documents (if available) relating to the Scotiabank Visa card account identified in the above chart as number [REDACTED]:
 - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - b. Authorized signing authority electronic access and signature card.
 - c. Delegate electronic access and signature card.
 - d. Detailed Monthly account Statements from the 31st of August 2012 to the 31st day of December 2012, inclusive.

AND,

- 3. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Abigail Stec):
 - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 4, 2012	WD	\$1,004.20
January 4, 2013	SP	\$4,837.48
January 4, 2013	BPY – BR – American Express Cards	\$3,022.64
January 28, 2013	CTD – PC to [REDACTED]	\$600.00

AND,

- 4. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
 - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.

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- b. Authorized signing authority electronic access and signature card.
- c. Delegate electronic access and signature card.
- d. Detailed Monthly account Statements from the 01st of January 2013 to the 01st day of March 2013, inclusive.

AND,

5. Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] (Paul Bonwick):

a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 14, 2012	WD	\$7,800.00
November 20, 2012	CTD – PC to [REDACTED]	\$33,750.00
January 4, 2013	WD	\$3,800.00

AND,

6. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):

a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
December 27, 2012	CTD – PC to [REDACTED]	\$3,000.00
January 10, 2013	CTD – PC to [REDACTED]	\$2,000.00

AND,

7. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick) and Scotiabank account [REDACTED] (Paul Bonwick):

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a. All supporting documentation/records in relation to each transaction listed in the chart below:

Date	Account Debited	Account Debited	Account Credited	Account Credited
12-Sep-12	X			\$500.00
12-Sep-12	X		\$500.00	
05-Oct-12	X			\$500.00
05-Oct-12	X		\$500.00	
27-Oct-12	X			\$500.00
13-Nov-12	X			\$500.00
23-Nov-12	X			\$500.00
01-Dec-12		X		\$500.00
20-Dec-12		X		\$300.00
31-Dec-12		X		\$200.00
10-Jan-13		X		\$700.00
17-Jan-13		X		\$300.00
18-Jan-13	X		\$500.00	
24-Jan-13		X		\$300.00
31-Jan-13		X		\$300.00
07-Feb-13		X		\$300.00
15-Feb-13	X			\$200.00
15-Feb-13	X		\$200.00	
22-Feb-13		X		\$200.00
05-Mar-13	X			\$300.00
09-Mar-13	X			\$200.00
15-Mar-13	X			\$200.00
22-Mar-13	X			\$200.00
22-Mar-13	X		\$200.00	
27-Mar-13	X			\$400.00
01-Apr-13	X		\$200.00	
03-Apr-13		X	\$1,000.00	
20-Apr-13	X			\$200.00
29-Apr-13	X			\$200.00
03-May-13	X			\$200.00
06-May-13		X		\$1,000.00
06-May-13	\$600.00 credited to			\$600.00 debit from
10-May-13	X			\$200.00
11-May-13	X			\$200.00
16-May-13	X			\$200.00
21-May-13	X			\$500.00
24-May-13	X			\$200.00
01-Jun-13	X			\$300.00
06-Jun-13	X		\$160.00	
08-Jun-13	X			\$300.00
13-Jun-13	X			\$300.00
19-Jun-13	X			\$300.00
24-Jun-13	X			\$300.00
02-Jul-13	X			\$300.00
03-Jul-13	X			\$300.00
10-Jul-13	X			\$300.00
15-Jul-13	X			\$300.00
20-Jul-13	X			\$300.00

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29-Jul-13	X			\$200.00
03-Aug-13	X			\$200.00
08-Aug-13	X			\$300.00
16-Aug-13	X			\$300.00
24-Aug-13	X			\$300.00
27-Aug-13	X			\$500.00
09-Sep-13	X			\$500.00
23-Sep-13	X			\$500.00
30-Sep-13	X			\$300.00
05-Oct-13		X		\$300.00
10-Oct-13	X			\$300.00
18-Oct-13	X			\$300.00
22-Oct-13	X			\$300.00
28-Oct-13	X			\$300.00
04-Nov-13	X			\$300.00
04-Nov-13	X			\$300.00
12-Nov-13	X			\$300.00
16-Nov-13	X			\$300.00
16-Nov-13	X		\$1,000.00	
22-Nov-13	X			\$346.42
22-Nov-13	X			\$500.00
26-Nov-13	X			\$700.00
02-Dec-13	X			\$300.00
02-Dec-13	X		\$1,000.00	
12-Dec-13	X			\$300.00
19-Dec-13	X			\$300.00
19-Dec-13	X		\$2,000.00	

AND,

8. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
- Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - Authorized signing authority electronic access and signature card.
 - Delegate electronic access and signature card.
 - Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

AND,

9. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:

- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
- b. Authorized signing authority electronic access and signature card.
- c. Delegate electronic access and signature card.
- d. Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

and that there are reasonable grounds for believing that the said documents and/or data or some part of them are in the possession or control of:

et qu'il a ses motifs raisonnables pour croire que les documents ou données sont en la possession de la personne ou à sa disposition:

Rohan Gonsalves of the Scotiabank situated at 44 King Street West, 20th floor, Toronto, Ontario

AND UPON BEING satisfied that the provisions of section 487.012 of the *Criminal Code* have been complied with;

IT IS HEREBY ORDERED as follows:

- 1. Rohan Gonsalves of the Scotiabank shall produce the above described documents and/or data to **Detective Constable Marc Lapointe**, a peace officer with the Ontario Provincial Police as soon as reasonably possible but in any event no later than sixty (60) days from the date of this order;

DATED at the City of Barrie, County of Simcoe, Ontario this 31st day of July 2014

Daté à la ville de Barrie, dans le Comté de Simcoe, dans la province d'Ontario, ce ____ jour de juillet 2014



A Justice in and for the Province of Ontario
Juge de paix dans et pour la province de Ontario

Gerry Solursh
Justice of the Peace
Province of Ontario



NOTICE

TAKE NOTICE of the following relevant portions of the *Criminal Code*, namely Section 127 (Disobeying a Court Order) and Section 129 (Obstruct Peace Officers); Section 487.016 (Self-incrimination) and Section 487.017 (Offences) :

SECTION 127 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

(1) Everyone who, without lawful excuse, disobeys a lawful order made by a court of justice or by a person or body of persons authorized by any Act to make or give the order, other than an order for the payment of money, is, unless a punishment or other mode of proceeding is expressly provided for by law, guilty of an indictable offence and liable to imprisonment for a term not exceeding two years...

SECTION 129 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

Everyone who

- (a) resists or wilfully obstructs a public officer or peace officer in the execution of his duty or any person lawfully acting in aid of such an officer, ...or
- (b) resists or wilfully obstructs any person in the lawful execution of a process against lands or goods, or in making a lawful distress or seizure,

is guilty of

- (d) an indictable offence and is liable to imprisonment for a term not exceeding two years, or
- (e) an offence punishable on summary conviction.

SECTION 487.016 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

No person is excused from complying with an order made under section 487.012 ... on the ground that the document, data or information referred to in the order may tend to incriminate them or subject them to any proceeding or penalty, but no document prepared by an individual under paragraph 487.012(1)(b) may be used or received in evidence against that individual in any criminal proceedings subsequently instituted against them, other than a prosecution under section 132, 136 or 137.

SECTION 487.017 OF THE CRIMINAL CODE PROVIDES, IN PART, AS FOLLOWS:

A financial institution, person or entity who does not comply with a production order made under section 487.012 is guilty of an offence and liable on summary conviction to a fine not exceeding \$250,000 or imprisonment for a term not exceeding six months, or to both.

14-524

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See Criminal Code
(Section 487.012)

Voir Code Criminel
(Article 487.012)

CANADA

)
) "On Behalf of Her Majesty the Queen"
) "Au nom de Sa Majesté la Reine"

Province of Ontario
Central East Region

INFORMATION TO OBTAIN PRODUCTION ORDER

DÉNONCIATION EN VUE D'OBTENIR UNE ORDONNANCE DE COMMUNICATION

This is the Information of
Les présentes constituent la dénonciation de

Detective Constable Marc Lapointe

a Peace Officer, of the Province of Ontario
hereinafter called the informant, taken before
me.

*un agent de la paix, pour la Province de l'Ontario
appelé le dénonciateur, portée devant moi.*

**THE INFORMANT SAYS THAT he/she has
reasonable grounds to believe and does
believe that** one or more offences contrary to
an Act of Parliament, have been committed, to
wit:

*LE DÉNONCIATEUR DÉCLARE QU'IL existe des
motifs raisonnables de croire et croit effectivement que
l'infraction suivante à la loi fédérale:*

- Edward Houghton between the 1st day of July 2012 and the 31st day of August 2012, at the Town of Collingwood and elsewhere in the Province of Ontario, being an official with the Corporation of the Town of Collingwood, did commit a breach of trust in connection with the duties of his office, contrary to section 122 of the *Criminal Code*.
- Paul Bonwick and Abigail Stec between the 1st day of July 2012 and the 31st day of August 2012, at the Town of Collingwood and elsewhere in the Province of Ontario, did by deceit, falsehood or other fraudulent means defraud the Corporation of the Town of Collingwood of money in excess of five thousand dollars, by indirectly invoicing the Corporation of the Town of Collingwood for consulting services, without the Corporation of the Town of Collingwood's knowledge, contrary to section 380(1)(a) of the *Criminal Code*.

**And that there are reasonable grounds for
believing that** the following document(s)
and/or data will afford evidence of the
commission of the said offence(s)

*et qu'il existe des motifs raisonnables pour croire que
les documents ou données fourniront une preuve
touchant la perpétration de l'infraction;*

1. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (S-Tec Consulting):

- a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
August 31, 2012	Cred. Card/LOC Payment	\$1,226.04
September 4, 2012	Chq 202 - [REDACTED]	\$1,441.03
October 1, 2012	Debit memo/cash/other	\$500.00
October 1, 2012	Debt memo/Visa/Transfer to	\$3,000.00
October 1, 2012	Debit memo/Personal acct/transfer to	\$1,000.00
October 2, 2012	Chq 123 - [REDACTED]	\$489.95
October 22, 2012	Chq 122 - [REDACTED]	\$489.95
October 22, 2012	Debt memo – XFR Other	\$800.00
November 1, 2012	Chq 205 - [REDACTED]	\$1,000.00
November 1, 2012	Credit Card/LOC Payment	\$2,524.97
November 6, 2012	Chq 206 - [REDACTED]	\$1,000.00
November 14, 2012	Chq 207 - [REDACTED]	\$489.75
November 30, 2012	Debit memo to pay Visa other [REDACTED]	\$1,167.73
December 3, 2012	Chq 210 - [REDACTED]	\$3,500.00
December 24, 2012	Debit memo taking out cash	\$2,000.00
January 4, 2013	Chq 211 - [REDACTED]	\$2,000.00
January 10, 2013	Chq 212 - [REDACTED]	\$489.57
January 23, 2013	Chq 213 - [REDACTED]	\$489.57
January 31, 2013	Transfer to Cr. Card [REDACTED]	\$800.00
February 4, 2013	Transfer to Cr. Card [REDACTED]	\$4,053.68

AND,

2. Certified copies of the following records and/or documents (if available) relating to the Scotiabank Visa card account identified in the above chart as number [REDACTED]:

- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
- b. Authorized signing authority electronic access and signature card.
- c. Delegate electronic access and signature card.
- d. Detailed Monthly account Statements from the 31st of August 2012 to the 31st day of December 2012, inclusive.

AND,

3. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Abigail Stec):
 - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 4, 2012	WD	\$1,004.20
January 4, 2013	SP	\$4,837.48
January 4, 2013	BPY – BR – American Express Cards	\$3,022.64
January 28, 2013	CTD – PC to [REDACTED]	\$600.00

AND,

4. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
 - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - b. Authorized signing authority electronic access and signature card.
 - c. Delegate electronic access and signature card.

- d. Detailed Monthly account Statements from the 01st of January 2013 to the 01st day of March 2013, inclusive.

AND,

5. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):

- a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
September 14, 2012	WD	\$7,800.00
November 20, 2012	CTD – PC to [REDACTED]	\$33,750.00
January 4, 2013	WD	\$3,800.00

AND,

6. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):

- a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
December 27, 2012	CTD – PC to [REDACTED]	\$3,000.00
January 10, 2013	CTD – PC to [REDACTED]	\$2,000.00

AND,

7. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number 32342/0367885 (Paul Bonwick) and Scotiabank account number 32342/0752088 (Paul Bonwick):

- a. All supporting documentation/records in relation to each transaction listed in the chart below:

<u>Date</u>	<u>Account Debited</u>	<u>Account Debited</u>	<u>Account Credited</u>	<u>Account Credited</u>
12-Sep-12	X	[REDACTED]	[REDACTED]	\$500.00
12-Sep-12	X	[REDACTED]	\$500.00	[REDACTED]
05-Oct-12	X	[REDACTED]	[REDACTED]	\$500.00
05-Oct-12	X	[REDACTED]	\$500.00	[REDACTED]

27-Oct-12	X			\$500.00
13-Nov-12	X			\$500.00
23-Nov-12	X			\$500.00
01-Dec-12		X		\$500.00
20-Dec-12		X		\$300.00
31-Dec-12		X		\$200.00
10-Jan-13		X		\$700.00
17-Jan-13		X		\$300.00
18-Jan-13	X		\$500.00	
24-Jan-13		X		\$300.00
31-Jan-13		X		\$300.00
07-Feb-13		X		\$300.00
15-Feb-13	X			\$200.00
15-Feb-13	X		\$200.00	
22-Feb-13		X		\$200.00
05-Mar-13	X			\$300.00
09-Mar-13	X			\$200.00
15-Mar-13	X			\$200.00
22-Mar-13	X			\$200.00
22-Mar-13	X		\$200.00	
27-Mar-13	X			\$400.00
01-Apr-13	X		\$200.00	
03-Apr-13		X	\$1,000.00	
20-Apr-13	X			\$200.00
29-Apr-13	X			\$200.00
03-May-13	X			\$200.00
06-May-13		X		\$1,000.00
06-May-13	\$600.00 credited to ██████████			\$600.00 debit from ██████████
10-May-13	X			\$200.00
11-May-13	X			\$200.00
16-May-13	X			\$200.00
21-May-13	X			\$500.00
24-May-13	X			\$200.00
01-Jun-13	X			\$300.00
06-Jun-13	X		\$160.00	
08-Jun-13	X			\$300.00
13-Jun-13	X			\$300.00
19-Jun-13	X			\$300.00
24-Jun-13	X			\$300.00
02-Jul-13	X			\$300.00
03-Jul-13	X			\$300.00
10-Jul-13	X			\$300.00
15-Jul-13	X			\$300.00
20-Jul-13	X			\$300.00
29-Jul-13	X			\$200.00
03-Aug-13	X			\$200.00
08-Aug-13	X			\$300.00
16-Aug-13	X			\$300.00
24-Aug-13	X			\$300.00
27-Aug-13	X			\$500.00

09-Sep-13	X			\$500.00
23-Sep-13	X			\$500.00
30-Sep-13	X			\$300.00
05-Oct-13		X		\$300.00
10-Oct-13	X			\$300.00
18-Oct-13	X			\$300.00
22-Oct-13	X			\$300.00
28-Oct-13	X			\$300.00
04-Nov-13	X			\$300.00
04-Nov-13	X			\$300.00
12-Nov-13	X			\$300.00
16-Nov-13	X			\$300.00
16-Nov-13	X		\$1,000.00	
22-Nov-13	X			\$346.42
22-Nov-13	X			\$500.00
26-Nov-13	X			\$700.00
02-Dec-13	X			\$300.00
02-Dec-13	X		\$1,000.00	
12-Dec-13	X			\$300.00
19-Dec-13	X			\$300.00
19-Dec-13	X		\$2,000.00	

AND,

8. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
- Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
 - Authorized signing authority electronic access and signature card.
 - Delegate electronic access and signature card.
 - Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

AND,

9. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:

- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
- b. Authorized signing authority electronic access and signature card.
- c. Delegate electronic access and signature card.
- d. Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

and that there are reasonable grounds for believing that the said documents and/or data or some part of them are in the possession or control of:

et qu'il a ses motifs raisonnables pour croire que les documents ou données sont en la possession de la personne ou à sa disposition:

Rohan Gonsalves of the Scotiabank situated at 44 King Street West, 20th floor, Toronto, Ontario.

AND THAT the Informant's grounds for belief are as follows:

ET QUE les motifs du dénonciateur pour croire sont les suivantes:

See Appendix "A"

As a result of the information and belief described in Appendix A, the Informant has reasonable grounds to believe and does believe that an offence against an Act of Parliament has been committed, and that documents or data will afford evidence of the commission of the said offence(s), and that

Rohan Gonsalves of the Scotiabank situated at 44 King Street West, 20th floor, Toronto, Ontario,
have possession or control of the documents or data.

The Informant believes that all the facts and matters set forth in this Information to Obtain are true, notwithstanding any omission on the Informant's part to specifically so state in any one or more of the grounds or elsewhere in the Information.

To the best of the Informant's knowledge, information and belief, **Rohan Gonsalves of the Scotiabank** is not under investigation for an offence described in s. 487.012(3)(a).

This Information is sworn for the purpose of obtaining production orders pursuant to section 487.012 of the *Criminal Code*.

THE INFORMANT PRAYS that said production order be granted for the documents and/or data.

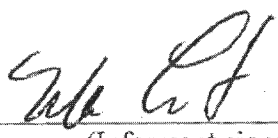
LE DÉNONCIATEUR DEMANDE que l'ordonnance de communication soit émis.

SWORN BEFORE ME at the at the City of Barrie,)
County of Simcoe, this 23rd day of July 2014)
)
)
)
)
)
)
)
)



A Justice in and for the Province of Ontario)

Katrina Marie Duhamel, a commissioner,
etc., Provincial of Ontario, for the
Government of Ontario, Ministry of the
Attorney General.
Expires January 10, 2017.



(Informant signature)

APPENDIX "A"

CANADA
ONTARIO COURT OF JUSTICE
CENTRAL EAST REGION



In the matter of an Application for Production Order, pursuant to section 487.012 of the *Criminal Code of Canada*.

Information to Obtain a Production Order

This is the information of Detective Constable Marc Lapointe, a Peace Officer with the Ontario Provincial Police, sworn on July 23, 2014, in relation to an application for a Production Order directed to Rohan Gonsalves of the Scotiabank.

INTRODUCTION

I, Marc Lapointe, a member of the Ontario Provincial Police (OPP) make oath and say as follows:

1. I am a peace officer in the OPP and have been employed as such since June 11, 1990. I have experience in major crime investigations and the preparation of applications for judicial authorizations. I presently hold the rank of Detective Constable and I currently work from the OPP General Headquarters building in Orillia. I am assigned to the Investigation & Support Bureau, Anti Rackets Branch where my primary role is to investigate criminal matters of fraud and corruption as they relate to municipal and provincial government, and also matters relating to the Ontario *Municipal Elections Act*.
2. My role in this investigation is that of an investigator and affiant. In relation to my role, I have reviewed all source documents and Production Orders previously issued. I have personal knowledge of the contents of this Information to Obtain Production Orders (hereinafter referred to as ITO), except where otherwise stated. I gained this knowledge through my own investigation and the efforts of my police officer colleagues also engaged in this investigation. I have made observations and analysis in my review of numerous witness interviews, document examinations, and by reading police reports and officer's notes. I believe all the information contained in herein to be true.

3. I am part of an investigative team comprised of Detective Sergeants Shawn Evans and Rob Lake, and Detective Constables Tim Ticknor and Beverly Mackey. As such, I have relied upon information collected during the course of this investigation by these police officers. Where I have received information from these police officers, I believe it to be credible, reliable and accurate. Throughout this ITO, where I state my belief, that belief is based on my experience as set out above and on the other information presented in this ITO.
4. Throughout this ITO, I will ensure that the evidence presented is appropriately sourced in either each individual paragraph, or through the use of footnotes. This investigation has relied upon a significant amount of information provided to investigators through the following means:
 - a. interviews of witnesses
 - b. documents and email correspondences provided to police by witnesses
 - c. open source internet searches
 - d. police and government database searches
 - e. Town of Collingwood Council minutes/video-taped sessions
 - f. information contained on the official Town of Collingwood website
 - g. Bank records and data obtained via previous Judicial Authorizations
5. Through the course of this investigation, police investigators have received documents and email correspondences authored by numerous individuals involved in/or related to the matters under investigation. I, along with the other investigators on my team have reviewed and analyzed these documents and email correspondences. From this review I have identified documents and email correspondences that I deem are relevant in this investigation. The majority of these documents and email correspondences relied upon in this ITO have been provided to the investigative team from three separate sources. These sources are as follows:
 - a. Steven Berman - a Town of Collingwood resident. He filed a Freedom of Information and Protection of Privacy Act (hereinafter referred to as FOI) application with the Clerk of the Town of Collingwood in September 2012.¹ I learned from my review of his witness interview that this FOI request specifically asked for any-and-all documentation relating to the Town of Collingwood/Sprung Instant Structures project (the subject of this Information). I also learned from my review of this transcript that throughout the fall of 2011 Steve Berman received the resulting product of his FOI request from Town of Collingwood Clerk Sara Almas. I have learned from Detective Sergeant Shawn Evans, and I do believe, the documents/records Sara Almas provided Stephen Berman through his FOI request, are true copies of actual Town of Collingwood documents/records that included numerous

¹ I know this by reviewing the witness interview transcripts of Steve Berman, provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on April 2, 2013.

documents and email correspondences relevant to this investigation. Steve Berman provided this package of FOI materials to investigators involved in this police investigation².

- b. Dave Barrow - Vice President of BLT Construction Services. Through legal counsel, Dave Barrow provided Detective Constable Tim Ticknor with a package of documents, email correspondences and attachments³. I learned from Detective Sergeant Shawn Evans that the content of this package included correspondence sent to/and/or received from either Mark Watts (President of BLT) and/or David Barrow to/with individuals directly involved in the Town of Collingwood/Sprung Instant Structures project.
 - c. Sara Almas - Clerk for the Town of Collingwood. She has participated in two interviews with Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor.⁴ I learned from Detective Sergeant Shawn Evans that investigators believe Sara Almas to be a reliable source of information. I have also learned from Detective Sergeant Shawn Evans that Sara Almas provided police with documents and email correspondences directly related to the Town of Collingwood/Sprung Instant Structures project and that one of her responsibilities at the Town of Collingwood is the administration of FOI requests.
6. For ease of reading, I have made every attempt to organize the information contained hereinafter in a chronological manner. Relevant information that investigators may have received at a later date may be included where applicable and where I have deemed it to be relevant to the facts or circumstances presented in the chronology. Where applicable I will provide this information as an "*Affiant's Notes*" in an effort to explain why I believe a particular piece of information is of relevance or otherwise of note. These notes will appear in *italics*.
 7. I have personal knowledge that police have at their disposal, various databases to query information relevant to an investigation. One such database that this investigation has relied upon is the Ontario Companies and Personal Property Security Branch database administered by Service Ontario (Ontario Ministry of Government and Consumer Services). I have personal knowledge that business names are registered with the Companies and Personal Property Security Branch (CPPSB) of the Ministry of Government and Consumer Services (MGCS) and are placed on the Public Record maintained by CPPSB for public disclosure. I have personal knowledge that CPPSB is responsible to register business names of sole proprietorships, partnerships and corporations; authorize the creation of limited partnerships; incorporates business and not-for-profit entities and licenses foreign extra provincial corporations. I have personal knowledge that the Ontario Business Information System (ONBIS) maintains a

² I know this by reviewing the witness interview transcripts of Steve Berman, provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on April 2, 2013.

³ I know this by reviewing the witness interview transcripts of Dave Barrow, provided to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 30, 2013.

⁴ I know this by reviewing the witness interview transcripts of Sara Almas, provided to Detective Sergeant Shawn Evans and Detective Tim Ticknor on May 22, 2013 and November 14, 2013.

database that contains information which has been recorded by the CPPSB. I am aware that anyone may search business name information contained on the Public Record for a fee to find the owners or principals behind a business name. I have personal knowledge that certain members within the OPP are authorized to conduct searches within the ONBIS database in relation to entities identified in this investigation. I learned that Detective Sergeant Shawn Evans and Detective Constable Beverly Mackey have both caused title searches to be completed for several corporations identified in this investigation.

INDIVIDUALS and ENTITIES CENTRAL to this INVESTIGATION
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Affiant's Notes: This section and the section titled "Overview" are designed to assist the reader in identifying the individuals involved in this investigation. I will properly source in footnotes at the bottom of each page or later in this ITO under "Reasonable grounds to believe".

<p>Town of Collingwood Council October 25, 2010 Municipal ELECTION⁵</p>	<ul style="list-style-type: none"> - Mayor Sandra COOPER - Deputy Mayor Rick LLOYD - Councillor Mike EDWARDS - Councillor Kevin LLOYD - Councillor Ian CHADWICK - Councillor Dale WEST - Councillor Sandy CUNNINGHAM - Councillor Joe GARDHOUSE - Councillor Kevin HULL
<p>Sandra Cooper</p>	<p>Elected as Mayor of Town of Collingwood October 25, 2010. She was previously the Deputy Mayor for two terms and a continuous serving Councillor since 1997.⁶ She is life-long resident of Collingwood and her brother is Paul Bonwick.⁷ She has not been interviewed by police in this matter under investigation.</p>
<p>Rick Lloyd</p>	<p>Deputy Mayor of Town of Collingwood. He is a 20 year Council veteran first elected to Collingwood Council in 1985⁸. I learned from the CBC News article that Rick Lloyd is a close family friend to Paul Bonwick and that he previously worked for Paul Bonwick at Blue Mountain Aggregates in Collingwood.⁹ He has not been interviewed by police in this matter under investigation.</p>

⁵ I learned this by reading a webpage from: www.collingwood.ca/electionresults/

⁶ I learned this by reading a news article: www.collingwoodliving.com/news_MayorCooperSpeaksOut.html

⁷ I learned this by reading a news article dated March 8, 2013. www.cbc.ca/news/canada/collingwood-mayor-s-brother-paid-by-casino-power-companies-1.1375390

⁸ I learned this by reading news article: www.simcoenet.ca/detail/115/rick-lloyd-for-deputy-mayor.html

⁹ I learned this by reviewing the witness interview transcripts of Councillor Joe Gardhouse, provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on May 16, 2013.

Sara Almas	Town of Collingwood Clerk reporting directly to the Chief Administrative Officer (CAO). She has been interviewed by police in this matter under investigation.
Ed Houghton	The subject of this investigation. Currently the President and CEO of COLLUS/Powerstream. On April 12, 2012 he was inserted into the position of Acting CAO for the Town of Collingwood. On April 15, 2013 this Acting position concluded and he returned to COLLUS/Powerstream in a full time capacity. ¹⁰ Ed Houghton and Paul Bonwick are personal long-time friends. ¹¹ He has not been interviewed by police in this matter under investigation.
Kim Wingrove	Former CAO of the Town of Collingwood from Sept 2009 until April 2012. She was dismissed without cause on April 11, 2012. She has been interviewed by police in this matter under investigation.
Marta Proctor	Director of Leisure Services - Town of Collingwood She has been interviewed by police in this matter under investigation.
Marjory Leonard	Treasurer - Town of Collingwood She has not been interviewed by police in this matter under investigation.
Dave McNalty	Manager of Fleet, Facility and Purchasing - Town of Collingwood He has not been interviewed by police in this matter under investigation.

Central Park Redevelopment Steering Committee ¹²	"The Central Park Redevelopment Steering Committee was challenged by the Collingwood Town Council conduct a complex analysis and community engagement process which explored the community's needs in terms of recreational facilities and services. Throughout the process of conducting their work, the Steering Committee maintained as a primary principle the need to strive for sound and verifiable information from both broad and detailed sources as a way of informing its decisions and recommendations."
Co-Chairs	Brian Saunderson and Claire Tucker-Reid
Committee	Terry Geddes (former Mayor of Town of Collingwood), Dr. Geoff Moran, Larry Young and Penny Skelton.

¹⁰ I learned this by reading news article: www.theenterprisebulletin.com/2013/04/16/harbour-houghton-steps-down-Council-notes

¹¹ I learned by reviewing the witness interview transcripts of Steve Berman given to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on April 2, 2013.

¹² I learned this by reading www.collingwood.ca/files/Central%20Park%20Redevelopment%20Project_FINAL%20REPORT%20March%205%202012.pdf

<p>Green Leaf Distribution Inc.</p>	<p>"Since our creation, our aim has been to have a positive impact on the people and places around us. From our research and development activities to our support for organizations that encourage sustainable living in our community, Green Leaf is committed to being at the forefront of local innovation."¹³ On their webpage, Abby Stec is listed as the President, C.E.O and the only employee of Green Leaf Distribution Inc.¹⁴</p> <p>ONBIS records for Green Leaf Distribution Incorporated (Ontario Corporation 002295210) indicate the company's name was officially changed to Green Leaf Distribution Inc. on August 31, 2012. The ONBIS records identify that Paul Bonwick is the President, Director and Secretary of this company. There is no record of Abby Stec being associated to this company within the ONBIS records.¹⁵</p>
<p>Compenso Communications</p>	<p>"Is a full-service, non-partisan communications and government relations firm specializing in the design and execution of comprehensive strategies (from resource management-related, political, and issue-oriented initiatives). Compenso has a proven track record of securing government funding, affecting policy change, or eliminating policy that is at best case ineffective and at worst case detrimental to business growth. Compenso's services include government and public relations, strategic planning, management consulting, environmental resource management, conflict resolution, and communications training...the current Compenso team includes Al Lodhi, Bart Maves, Paul Bonwick, and Ryan Manchee."¹⁶</p> <p>ONBIS records identify Compenso Communications Inc. (Ontario Corporation 002053891) was registered on September 7, 2004 as (Ontario Corporation 002053891) Ontario Limited number 002053891 and listing a company name change to Compenso Communications Inc. as of May 4, 2005. Paul Bonwick is listed as the President, Director, Secretary and Treasurer.¹⁷</p>
<p>Paul Bonwick</p>	<p>President/CEO of Compenso Communications and Green Leaf Distribution Inc., former Liberal Member of Parliament (MP) ('97 to '04) for Simcoe/Grey and former Town of Collingwood Councillor.¹⁸ His sister is Town of Collingwood current Mayor Sandra COOPER. As sourced in an earlier paragraph, he and Ed Houghton are personal long-time friends.</p> <p>He has not been interviewed by police in this matter under investigation.</p>
<p>Abigail Stec</p>	<p>Employee of Green Leaf Distribution Inc. since June 2012 and listed as CEO and President of Green Leaf Distribution Inc. on website despite no record as such on the ONBIS corporate registration documents.</p> <p>She has not been interviewed by police in this matter under investigation.</p>

¹³ | learned this by reading "About Us" on website: www.greenleafdistribution.ca/about-us.html#

¹⁴ | learned this by reading "Our Team" on website: www.greenleafdistribution.ca/team.html

¹⁵ | learned this by reading ONBIS record search conducted by Detective Sergeant Shawn Evans on March 21, 2014.

¹⁶ | learned this by reading website: www.compenso.ca/

¹⁷ | learned this by reading ONBIS record search conducted by Detective Sergeant Shawn Evans on March 21, 2014.

¹⁸ | learned this by reading website: www.compenso.ca/paul-bonwick.html

Sprung Instant Structures	<p>Manufacturer of a "Tension Fabric Membrane Structure" which allows for the rapid construction, total flexibility, complete reliability and cost effectiveness for any short or long-term building project.....with more than 12,000 structures erected in over 90 countries.¹⁹</p> <p>ONBIS records reveal that Sprung Instant Structures (Eastern) Ltd. (Alberta Corporation 001052673) was incorporated on the 30th of April 1993 and the Director of the company is listed as Timothy Sprung.²⁰</p>
Pat Mills	<p>Manufacturer's Representative with Sprung Instant Structures. His role is to develop sales leads in Ontario. Became involved in Town of Collingwood/ Sprung Instant Structure Project in April 2012.</p> <p>He has been interviewed by police in this matter under investigation.</p>
Dave Macneil	<p>Regional sales manager for Sprung Instant Structures in Ontario. Became involved in Town of Collingwood/ Sprung Instant Structure Project in June 2012.</p> <p>He has not been interviewed by police in this matter under investigation.</p>
Tom Lloyd	<p>He is the Regional Business Development Manager for Sprung Instant Structures responsible for all sales and service for the Eastern Canada Sprung Instant Structures territory. Tom Lloyd became involved with the Town of Collingwood/ Sprung Instant Structure Project in June of 2012. He is no relation to Deputy Mayor Rick Lloyd or Councillor Kevin Lloyd.</p> <p>He has been interviewed by police in this matter under investigation.</p>
BLT Construction Services	<p>BLT Construction Services range from renovation to ground-up construction, including post construction services and have constructed between 75 and 100 Sprung Instant Structures throughout Ontario and Quebec since 1999.²¹</p> <p>ONBIS records identify BLT Construction Services Inc. was incorporated on September 26, 2001, Mark Watts is currently listed as a Director, President, Secretary and Treasurer and Dave Barrow is listed as the Vice President.²²</p> <p>Selected as a sole source vendor to construct an "Architectural Membrane Structure" for the Town of Collingwood/Sprung Instant Structures project.</p>
Dave Barrow	<p>Presently Vice President of BLT Construction Services Inc. Worked closely with Tom Lloyd, Abby Stec and Paul Bonwick on the Town of Collingwood/Sprung Instant Structures project.</p> <p>He has been interviewed by police in this matter under investigation.</p>

¹⁹ I learned this by reading website: www.sprung.com/

²⁰ I learned this by reading ONBIS record search conducted by Detective Constable Beverly Mackey on July 23, 2013

²¹ I learned this by reading website: www.blconstruction.com/default.htm

²² I learned this by reading ONBIS record search conducted by Detective Constable Beverly Mackey on December 16, 2013.

Ameresco Canada	Established in 1973, Ameresco has been delivering long-term customer value and environmental sustainability through alternative energy solutions, energy efficiency and innovative facility renewal strategies. They have worked with various customers within the education system, social housing, federal and provincial governments, municipalities, healthcare, commercial and industrial sectors across Canada. Partnered with Greenland Group of Companies to work with Town of Collingwood on the Central Park Project ²³ .
Frank Miceli	Director of Construction with Ameresco Canada. Made presentations and deputations to the Central Park Steering Committee and Town of Collingwood Council through September 2011 and August 2012. He has been interviewed by police in this matter under investigation.
Mark Palmer	President of Greenland Group of Companies, a Collingwood based company. Partnered with Ameresco Canada to work with Town of Collingwood on the Central Park Project. He has not been interviewed by police in this matter under investigation.

WGD Architects	WGD Architects is an international design practice with head office in Toronto, Canada. They specialize in the design of hospitality and leisure buildings. The Principals of the firm have combined experience spanning over several decades in numerous hotels, tourism and recreation projects in Canada, Caribbean and China. ²⁴ The Town of Collingwood had originally engaged WGD Architects to work with the Central Park Steering Committee which later transitioned to their engagement in the Town of Collingwood/Sprung Instant Structures project – the subject under investigation and central issue in this ITO.
Richard Debrus	Principal at WGD Architects. He has been interviewed by police in this matter under investigation.
Brian Gregerson	Principal at WGD Architects. He has been interviewed by police in this matter under investigation.

Miscellaneous	
Stephen Berman	Resident of the Town of Collingwood for the past 15 years. He took an interest in the municipal affairs of Town of Collingwood Council and the decision surrounding the sole source contract issued to BLT Construction Services after Aug 27, 2012 Council meeting. Submitted FOI request to Town of Collingwood relating to this Council decision and provided this product to police investigators. He has been interviewed by police in this matter under investigation.

²³ I learned this by reading "about us" on their corporate website: www.ameresco.ca/en/about.html

²⁴ I learned this by reading "our firm" on their corporate website: www.wgdarchitects.com/firm.html

Tom Coone	Chair of the YMCA development project that made presentation to Town of Collingwood Council March 28, 2011 with Marta Proctor. He has been interviewed by police in this matter under investigation.
Don Gallinger	Close personal friend to Abby Stec. He has been interviewed by police in this matter under investigation.

OVERVIEW

8. In recent years, the Town of Collingwood and various recreational entities had explored several options to develop multi-use recreational facilities (MURF) and related infrastructure. In 2011, the Town of Collingwood Council created a Steering Committee to engage the community, conduct studies and make proposals to redevelop recreational facilities.
9. Although the Steering Committee maintained a neutral approach to specific types of building construction - in early 2012, two companies began separate engagements with the Town of Collingwood administration advancing their own visions for the redevelopment of recreational facilities. These two companies were Ameresco Canada, a developer utilizing traditional building structures²⁵ and Sprung Instant Structures, a manufacturer of a fabric-covered structure.
10. While the Steering Committee was actively engaged in research and consultations focusing on an all-encompassing MURF project, unbeknownst to them the Sprung Instant Structures option was seemingly gaining traction with members of Council and Acting CAO Ed Houghton.
11. In July of 2012, the Town of Collingwood Council directed town staff to research the prospect of covering an open-air park entity – the 45-year-old Centennial Pool - and construct a new ice hockey surface in Central Park - using a technology known as fabric-covered structures. This new direction all but abandoned the concept of a MURF.
12. On August 27, 2012, some 42 days after directing staff to produce a report outlining the recommended recreation options, develop a timeline and provide detailed estimates - Council voted in favor of spending almost 12.4 million dollars in what amounted to a sole source contract to construct two fabric-covered structures.
13. Residents were shocked to learn of the speed at which this process proceeded and this eventual award of a sole source contract. The lack of due diligence and the absence of public consultation were foremost on the list of citizen's concerns as Council seemingly dismissed the recommendations presented by the Steering Committee.

²⁵ The term 'traditional build' is most often used to describe a structure where the internal load bearing leaf of the walling is of masonry construction and tied with stainless steel ties to an outer leaf of either block or brick. Traditional brick and block methods still remain one of the most widely used build types.

14. While it is common practice to tender all capital works projects, the rationale utilized by the Town of Collingwood Council for this sole sourcing of two fabric-covered structures was seemingly unacceptable to some local residents. Council and staff maintained that they had conducted due diligence studies and stated that there was no other technology as good as the Sprung Instant Structures technology.
15. Citizen's action groups organized and took an interest in these matters. Local resident Steve Berman began his own inquiries into this procurement and made requests for information to the Town of Collingwood under the FOI legislation receiving a significant amount of documents and internal Town of Collingwood email correspondences.
16. Steve Berman reviewed the product of his FOI requests and believed the Town of Collingwood Council and staff failed to conduct proper due diligence throughout this process and seemingly misled the citizens of Collingwood with their assertions. Steve Berman was of the opinion that criminal offences had been committed relating to this significant procurement of infrastructure.
17. Police were provided with the entire product of Steve Berman's FOI request and interviewed in excess of 30 individuals believed associated to this matter. From these interviews, investigators received more documents and email correspondence deemed relevant to the facts in issue.
18. Central to this investigation is the involvement of Paul Bonwick - hired as a consultant by the construction firm contracted by the Town of Collingwood to erect the two fabric-covered structures. Investigators have confirmed that a 6.5 % commission fee amounting to \$756,740.42 CAD, was added to the total price of the contract and absorbed by the Town of Collingwood. Investigators have confirmed that this payment of \$756,740.42 CAD, was made to Paul Bonwick for his work as a consultant on this project and that the Town of Collingwood was unaware of this payment to Paul Bonwick's, and/or his involvement in this project.
19. This investigation has confirmed that the hiring of Paul Bonwick as a consultant in this project and the payment of \$756,740.42 CAD was kept a secret from "Council as a whole". Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd are believed to have possessed knowledge of Paul Bonwick's involvement as a consultant. Investigators assert that this significant compensation payment is shrouded in various layers of secrecy and is evidence of fraudulent activity - to which the Corporation of the Town of Collingwood is the victim.
20. To date, this investigation has received the results of three Production Orders issued to banking institutions in relation to the payment of/and receipt of the \$756,740.42 CAD. Investigators have analyzed the resulting product of these judicial authorizations and continue in their efforts to track the \$756,740.42 CAD, as it was dispersed by Paul Bonwick and persons associated to Greenleaf Distribution Inc.'s Canadian Imperial Bank of Commerce bank account.

21. The purpose of this application is to obtain a follow-up Production Order for detailed bank records and transaction records relating to four separate bank accounts - two held by Paul Bonwick, and two held by Abby Stec. I am of the belief that:
- a. Scotiabank of Canada account number [REDACTED] is in the name of Paul Bonwick and the transaction records will afford evidence of how Paul Bonwick dispersed a portion of the funds received from BLT Construction Services Inc.
 - b. Scotiabank of Canada account number [REDACTED] is in the name of Paul Bonwick and the transaction records will afford evidence of how Paul Bonwick dispersed a portion of the funds received from BLT Construction Services Inc.
 - c. Scotiabank of Canada account number [REDACTED] technically in the name of S-Tec Consulting, associated to Abigail Stec and, and the transaction records will afford evidence of how Abby Stec and S-Tec Consulting may have assisted Paul Bonwick and Compenso Communications Inc., in dispersing a portion of the funds received from BLT Construction Services Inc.
 - d. Scotiabank of Canada account number [REDACTED] is in the name of Abigail Stec and the transaction records will afford evidence of how Abby Stec may have assisted Paul Bonwick and Compenso Communications Inc., in dispersing a portion of the funds received from BLT Construction Services Inc.

REASONABLE GROUNDS TO BELIEVE

22. This is a multifaceted investigation into various complaints relating to the municipal political affairs of the Town of Collingwood. In March 2013, two complainants came forward to police with information identifying 15 issues that they believed required investigation by police. I have personal knowledge that there have also been a significant number of reports generated in both the local and provincial media sources surrounding some of the allegations identified to police by the complainants.
23. The OPP Anti-Rackets investigative team led by Detective Sergeant Shawn Evans has reviewed and analyzed all these issues presented by the complainants, conducted several witness interviews and collected documentary evidence. Detective Sergeant Shawn Evans determined eight of the 15 issues had some merit to justify the commencement of a criminal investigation. While all eight of these issues are part of the ongoing investigation, this specific application relates only to the named offences and the investigative focus relating to the significant procurement of infrastructure for the Town of Collingwood/Sprung Instant Structures Project.

24. The decision to focus investigative efforts on the Town of Collingwood/Sprung Instant Structures project is based on the belief that the criminal allegations are supported by reliable documentary evidence. I have not provided details in this ITO of all the other issues identified by the complainants as those issues are not relevant to the allegations set out in this ITO.
25. Based on the evidence gathered during the interviews and the review of documents, this ITO provides detailed evidence gathered by police investigators to date about the Town of Collingwood/Sprung Instant Structures project. Once this investigation has concluded, the OPP case manager will make a determination as to what, if any, additional investigation(s) will be undertaken in relation to the other issues identified by the complainants.
26. This ITO is lengthy and provides a significant amount of detailed information relating to the chronology of events surrounding the Town of Collingwood/Sprung Instant Structures project. In this ITO, I have detailed my belief that reasonable grounds exist, certain persons have committed the offences of breach of trust and fraud over five thousand dollars, contrary to the *Criminal Code*. I believe that the level of detail articulated in this ITO is necessary to understand all of the issues that are relevant to the allegations set out. I believe I have sufficiently articulated and detailed the relevance of the information at various places throughout this ITO.
27. This storyline begins with the citizens of Collingwood and their resounding interest to have their municipal Council invest in and develop multi-use recreational facilities and infrastructure. As with most municipalities in Ontario experiencing an influx in population and economic growth, Collingwood found itself with outdated and insufficient infrastructure and recreational facilities to serve the needs of their citizens.
28. The "2008 Leisure Services Master Plan" commissioned by the Town of Collingwood identified the need for indoor ice pads with the possibility of a multi-use recreational facility.²⁶ The report stated, "The Town has been in need of additional indoor ice pads for many years. Currently, there is one indoor facility in the downtown area, the Eddie Bush Arena. The Central Park site has one outdoor ice pad."
29. I learned that various groups and associations within Collingwood such as The Collingwood Young Men's Christian Association (YMCA) and the Collingwood Clippers Swim Club were engaged in research and discussions as far back as 2009 to upgrade or construct enhanced facilities for their needs.²⁷ I learned from reading this article in the local web media that YMCA's vision was not consistent with that of the Collingwood Clippers Swim Club and they each embarked on separate project discussions at that time.

²⁶ I learned by reading 1.2 Background of a Request for Proposal issued by the Town of Collingwood on December 12, 2011, received by Detective Sergeant Shawn Evans on April 27, 2013, from witness Steve Berman..

²⁷ I located this article on internet page: www.theenterprisebulletin.com/2010/05/19/y-pool-doesnt-meet-communitys-needs

30. I learned that the Town of Collingwood had posted a Notice for Request for Proposals (RFP) with a deadline of April 16, 2010, named RFP LS2010-17 for Engineering and Consulting Services for Outdoor Ice Surface Roof and Central Park Site Plan Analysis.²⁸ I reviewed this RFP and learned that it specified (quote):

Seeking consulting services to prepare conceptual and detailed plans for the proposed roof structure over the outdoor ice surface, including site works, architectural, mechanical and electrical and prepare the necessary contract drawings, specifications and tendering documents for the entire project including required improvements to Central Park. The consultant will undertake a complete analysis of the entire park in terms of site servicing, zoning requirements and site plan development.

Town of Collingwood Recreational Review established

31. On March 28, 2011, Tom Coone from the Collingwood YMCA and Marta Proctor, Director of Leisure Services for the Town of Collingwood, provided a joint presentation to the Town of Collingwood Council.²⁹ I learned from my review of the meeting minutes that this presentation advocated the development of Central Park in the Town of Collingwood through the concept of a joint venture between the Town of Collingwood and the YMCA to enhance the recreational facilities. I learned that following the presentation, the Town of Collingwood Council carried a motion that supported the concept of a partnership between the Town of Collingwood and the YMCA. I learned that Council directed Town of Collingwood staff to facilitate a community consultation process and to have recommendations communicated back to Council approximately eight weeks later. I learned that the Town of Collingwood Council directed municipal staff to work with key community leaders, organizations and agencies to develop alternative sources of funding for an expanded Central Park.
32. On June 27, 2011, the Town of Collingwood Council carried a motion to approve the Steering Committee recommendation to obtain the services of an architectural design firm - WGD Architects Inc., to assist with development of the main concept and cost preliminary design options for the Central Park expansion.³⁰ I learned from my review of these particular Town of Collingwood Council meeting minutes that Council released the following information on their website July 7, 2011, detailing the process moving forward³¹ (quote):

Central Park Concept Development Timeline Approved by Council

Collingwood Council has approved the timeline for the Central Park Steering Committee to conduct a public process to receive input on the redevelopment of Central Park. The mandate

²⁸ I located this document at Town of Collingwood website: www.collingwood.ca/node/2979

²⁹ I learned this by reviewing the Town of Collingwood Council minutes for March 28, 2011.

³⁰ I learned this by reviewing the Town of Collingwood Council meeting minutes for June 26, 2011.

³¹ Document located at Town of Collingwood website: www.collingwood.ca/node/4632

of the Committee is to work with Town and YMCA staff to investigate matters of design, cost and funding for a multi-purpose recreational facility at Central Park.

Brian Saunderson and Clare Tucker-Reid, Co-Chairs of the committee, presented the timeline to Council. The committee also includes the following community representatives; Dr. Geoff Moran, Terry Geddes and Penny Skelton as the Chair of the Parks, Recreation and Culture Advisory Committee.

In the summer and fall, feedback will be gathered from key stakeholders, community groups and the general public on design concepts for recreation facilities at the Central Park site. The design concepts will focus on adding ice rink and pool amenities while also addressing the other activities currently taking place in the park such as Slo-Pitch Diamonds, and lawn bowling.

The Steering Committee will present a final report to Council in January 2012, which will include expected capital costs, operating budgets, and a summary of public input.

33. I read an article that identified that the Town of Collingwood engaged their citizens seeking their input into what the community envisioned for future recreational facilities³². This article identified that the communities' two core desires or focuses were swimming pools and ice rinks. I have included the following excerpt from this article dated August 11, 2011 (quote).

Collingwood Central Park Opinions Sought- Plans forming for Collingwood Park and Recreation needs. by Catherine Thompson – bayshorebroadcasting.ca

The two main focuses are the swimming pool at the YMCA and ice rink needs. As far as the pool goes, by the number of dots it looks like more people favour a new six lane, 25 metre pool and a therapeutic pool at the Y. Interest for the rinks seems evenly split, although it looks like most want to keep Eddie Bush as an arena. The options are one new indoor rink at the park and fix up the aging Eddie Bush Arena or have 2 indoor rinks at Central Park and refurbish Eddie Bush for another purpose.

Manager of Planning and Infrastructure Projects for Collingwood, Robert Voigt (Voy-t) says he knew there was interest in the future of this park, but he says this is the only public meeting where people actually lined up outside to get in.

As for funding the project, once a plan and its costs are decided on, then options include getting money from the taxpayer or the private sector. Those at the meeting seem to prefer the public sector option, but a surprising number are okay with their hard-earned money going to a new multi-use facility that could link the Y building to the Curling Club building.

³² I learned this by reading an article on www.bayshorebroadcasting.ca/news_item.php?NewsID=37664

Voigt says the next step in the process is to complete the RFP process on Monday to hire an engineering firm to work on a concept design so the public will have something more concrete to vote on at another meeting in October or November. Voigt says a preliminary report will go to Council in January.

34. On August 29, 2011, Town of Collingwood Council carried a motion to award a consulting services contract to WGD Architects Inc. for the Central Park Feasibility Assessment and Preliminary Design.³³ I have learned that the Town of Collingwood's intention to engage and hire the architectural firm was to assist the Central Park Steering Committee with the development of the main concept and cost preliminary design options for the Central Park expansion. Below is the excerpt from the Council minutes approving the contract (quote):

THAT Staff Report PRC2011-13, recommending that Council award the contract for consulting services for the Central Park feasibility assessment and preliminary design to WGD Architects Inc. for the total price of \$26,490.00 + HST, be approved; AND FURTHER THAT Council authorize staff and the Mayor to sign all necessary documents to execute the contract.

Affiant's Note: As per Town of Collingwood By-Law No. 2006-42, A By-Law to Provide for the Purchase of Goods and Services, under: Section 3.1 – For all purchases, when the amount is between \$1,500 and \$50,000, an inquiry for written Quotation shall be issued on Prescribed Forms; Section 4.3 – Approver Levels: over \$25,000 – By Council as evidenced by the passing of a resolution or by-law.

35. WGD Architects prepared a comprehensive development report for the Steering Committee Central Park project in Collingwood in the fall of 2011.³⁴ I note that this report included two new ice pads, a community space that integrated the existing YMCA and Curling Rink with new community uses, a daycare centre and other community functions that required further research.
36. On September 27, 2011, Frank Miceli, Director of Construction at Ameresco Canada had an initial meeting with Greenland Group of Companies and members of the Town of Collingwood Redevelopment Steering Committee (Central Park Steering Committee). I know this because I, along with Detective Constable Beverly Mackey, participated in an interview of Frank Miceli on June 6, 2013, at his North York, Ontario office where I learned the following relevant information:
- a. Ameresco Canada became aware of the Central Park Redevelopment Project to cover existing outdoor recreational facilities from Greenland Group of Companies owner Mark Palmer.

³³ I learned this by reviewing the Town of Collingwood Council minutes for August 29, 2011.

³⁴ I learned this from my review of a document titled "Collingwood Central Park Event Summary – WGD Architects", provided to police on November 19, 2013, by Richard Debrus of WGD Architects.

- b. Ameresco Canada promotes traditional type pre-engineered building coverings and designs and decided to engage the Central Park Steering Committee with their proposed development plan.
 - c. Ameresco Canada had a meeting with Greenland Group of Companies and the YMCA to discuss the proposed multi-use recreational facility (MURF) for Town of Collingwood's Central Park.
 - d. Ameresco Canada had numerous follow up meetings with Greenland Group of Companies, the YMCA and the Town of Collingwood. Representatives from the Town of Collingwood included Deputy Mayor Rick Lloyd, Councillor David West and the Director of Leisure Services Marta Proctor.
 - e. Ameresco Canada had completed and designed an entire and comprehensive site plan for the development of Central Park that integrated existing buildings and structures into their vision/plan.
37. Frank Miceli provided Detective Constable Beverley Mackey with a document on June 14, 2013, setting out a chronology of dates, events and meetings related to their involvement with the Town of Collingwood Central Park Redevelopment Project. I will refer to this document titled, "Ameresco's Sequence of Dates" throughout this ITO.
38. On October 12, 2011, Frank Miceli, of Ameresco Canada and Mark Palmer of the Greenland Group of Companies participated in a second meeting with individuals of the Town of Collingwood.³⁵ I learned that also present at this meeting were past Mayor of Collingwood, Terry Geddes, Tom Coone of the YMCA and Robert Armstrong, also from the YMCA.
39. On November 9, 2011, Frank Miceli and Anthony DaSilva, Vice President of Ameresco Canada, along with Mark Palmer and several other individuals associated with the Greenland Group of Companies, met again with past Mayor of Collingwood, Terry Geddes, Robert Armstrong and David Grass from the YMCA.³⁶
40. On November 14, 2011, the Central Park Steering Committee delivered a detailed presentation to the Town of Collingwood Council concerning the progress and scenario recommendations for the proposed Central Park Redevelopment Project³⁷. I learned that this presentation was delivered by Ms. Claire Tucker and Mr. Brian Saunderson, co-chairs of the Central Park Steering Committee.

³⁵ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

³⁶ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

³⁷ I learned this by reading the Town of Collingwood Council minutes from November 14, 2011.

41. On November 25, 2011, Frank Miceli of Ameresco Canada, along with Mark Palmer of the Greenland Group of Companies, met again with past Mayor of Collingwood, Terry Geddes and the current Deputy Mayor Rick Lloyd.³⁸
42. I reviewed a draft Request for Qualifications (hereinafter referred to as the RFQ) dated December 12, 2011.³⁹ I learned that the Town of Collingwood issued a, "Request for Qualification for a Public-Private Partnership of a Central Park Multi-Use Recreational Facility (MURF) Development in the Town of Collingwood." Below is an excerpt from this RFQ (quote):

RFQ ISSUED: Monday, December 12, 2011
 CLOSING DATE: Friday, December 30, 2011
 CLOSING TIME: 2:00 p.m. (Local Time)
 TOWN CONTACT Sara Almas, Clerk
 LOCATION: Town of Collingwood, 97 Hurontario Street, Collingwood
 REQUEST FOR QUALIFICATIONS
 1.0 INTRODUCTION

1.1 Invitation to Proponents

This Request for Qualification (RFQ) is an invitation to prospective Proponents to make Submissions for a publicly transparent partnership between Town of Collingwood (public) and the successful Proponent (private) sectors, and built on the expertise of each partner, that best meets clearly defined public needs and also private sector expectations through the appropriate allocation of resources, risks and rewards.

The Town of Collingwood (Town) is seeking Design, Build, Finance (DBF) services as part of a Public-Private-Partnership (P3) project with the Town for a new Multi-Use Recreational Facility (MURF) development within Central Park and located on the south side of Hume Street and east side of Paterson Street. See attached Figure '1' at the end of the RFQ for the project location and boundaries of Central Park.

Based on a review of the RFQ Submissions, the Town will select a firm (preferred Proponent) that will be invited to enter into exclusive negotiations for the delivery of a DBF Business Plan and related services. If successful, the culmination of this process will be the signing of a DBF agreement between the Town and the preferred Proponent for all aspects of the delivery of a Multi-Use Recreational Facility development project. See attached Figure '2' at the end of the RFQ for a schematic about the RFQ process and key steps between the Town of Collingwood and the preferred Proponent.

1.2 Background

The report by the Central Park Redevelopment Committee, "Central Park Scenario Options Analysis - July 4, 2011" evaluated three (3) designs for the Central Park site, namely:

³⁸ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

³⁹ Detective Sergeant Shawn Evans received this document on April 27, 2013, from witness Steve Berman.

Option One: A single facility with a new arena connected to the existing YMCA and pool expansion, and the existing curling rink. One baseball diamond is retained and the lawn bowling facility is relocated.

Option Two: Combined Curling & Arena Building with no connection to the existing YMCA building. Only the lawn bowling facility would remain as a playing field.

Option Three: A separate 2 pad Arena Building with no connection to the existing buildings. Only the lawn bowling facility would remain as a playing field.

A preferred concept was presented by the Steering Committee, Town staff and consultant team to Town Council on November 14, 2011. The report was received for information purposes only but the project information to date is to also be presented at a second (final) public meeting in December 2011. A final report is expected in January 2012.

The current Steering Committee has established a total cost of \$34M for the preferred MURF concept from the ongoing public process. It was also suggested at the Town Council meeting on November 14, 2011 that, given the estimated cost of the Committee's preferred concept and a sizeable contingency percentage that was built into the total cost estimate, an RFQ process should be undertaken immediately by the Town in order to identify private sector interest to partner with the Town on a proposed MURF development project at Central Park.

The concept presented by the Steering Committee is not intended to be a final design, rather a concept to be further developed. That is, the Town now intends through the subject RFQ process that the preferred concept by the Steering Committee and presented to Town Council on November 14, 2011 can be further developed and include "value engineered and innovative construction practices" to provide the best overall project value for the Town of Collingwood.

43. On December 15, 2011, Frank Miceli of Ameresco Canada and Mark Palmer of the Greenland Group of Companies, met with past Mayor of Collingwood, Terry Geddes, incoming Mayor Sandra Cooper, Deputy Mayor Rick Lloyd, Councillor David West and Marta Proctor [Director of Leisure Services].⁴⁰
44. On February 21, 2012, a letter from Ameresco Canada Vice President Anthony DaSilva was sent to Mayor Sandra Cooper requesting an opportunity to meet with Town of Collingwood Council regarding Ameresco Canada's proposal for the MURF.⁴¹
45. On March 5, 2012, the Central Park Steering Committee released a report relating to the redevelopment of Collingwood's Central Park.⁴² I have reviewed this report and learned that in the summary of recommendations, the committee proposed to redevelop Central Park including the development of a community Recreation Centre. Further, I learned the committee recommended that Town of Collingwood Council initiate a process to identify the most feasible

⁴⁰ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

⁴¹ I learned this from reviewing this letter given to Detective Constable Beverly Mackey by Frank Miceli on June 7, 2013.

⁴² I read this report located on the official Town of Collingwood website at :
www.collingwood.ca/files/Central%20Park%20Redevelopment%20Project_FINAL%20REPORT%20March%205%202012.pdf

and practical approach to financing the project. Finally, I learned the committee suggested that the Town of Collingwood and the local YMCA establish a partnership in order to advance the MURF.

46. On March 7, 2012, Anthony DaSilva from Ameresco Canada contacted the Town of Collingwood Administrative office and spoke with CAO Kim Wingrove to request a meeting with Town of Collingwood Council to present its concept for the development of the MURF.⁴³
47. On April 10, 2012, Kim Wingrove, Chief Administrative Officer (CAO) for the Town of Collingwood, was "dismissed without cause". I learned this by reading the interview statement Kim Wingrove provided to Detective Sergeant Shawn Evans on April 25, 2013. During this interview, Kim Wingrove provided the officers with the following relevant details:
 - a. She had been summoned to a meeting with the Town of Collingwood Mayor Sandra Cooper and Deputy Mayor Rick Lloyd.
 - b. In the Mayor's office she was read from a prepared termination letter in relation to her employment with the Town of Collingwood. Neither the Mayor nor the Deputy Mayor provided Kim Wingrove with an explanation for the employment termination.
 - c. During the meeting, Deputy Mayor Rick Lloyd suggested to Kim Wingrove that it would be in her best interests if she tendered her resignation. Kim Wingrove replied that she would not do that.
 - d. Kim Wingrove began her employment as the CAO with the Town of Collingwood in September of 2009. The CAO is the top administrative position with the municipality. Kim Wingrove believed her role was to liaise between elected members of the municipal Council and Town of Collingwood municipal employees.
 - e. The CAO's role was to ensure that Council's strategic direction, activities and outcomes are undertaken. As the CAO for the Town of Collingwood, Kim Wingrove would attend every official Council meeting.
 - f. Kim Wingrove advised that all municipal staff should have reported to her as the CAO, but she learned there were exceptions in Collingwood. Kim Wingrove reported that on the municipalities' organization chart the Executive Director of Public Works (Ed Houghton) reported to her, but in reality that did not occur.

⁴³ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

- g. Ed Houghton performed the roles of Executive Director of Public Works for the Town of Collingwood and Chief Executive Officer for COLLUS⁴⁴, and he reported to the Collingwood Public Utilities Board.
- h. The day before Kim Wingrove was terminated, during a Town of Collingwood Council in-camera meeting, Sara Almas [Clerk] received a request to surrender her statutory delegation to the Town of Collingwood municipal lawyer. The *Municipal Act, 2001*, for Ontario states that only the clerk can delegate his/her statutory authority to another person. The delegation of authority occurred and the lawyer received designation to keep minutes of the in-camera discussions.
- i. Kim Wingrove believed that this in-camera session would have involved all members of the Town of Collingwood Council. Kim Wingrove was not present for this meeting. She advised that Council required five of nine votes in order to pass a motion. Kim Wingrove believed that Council had enough votes for her dismissal (the minutes from the meeting are confidential).
- j. After her meeting with Town of Collingwood Mayor Sandra Cooper and Deputy Mayor Rick Lloyd, Kim Wingrove told Sara Almas [Clerk] that they fired her.
- k. Kim Wingrove believed that there are several Town of Collingwood Councillors who will "do as they are told". Specifically, Kim Wingrove stated, "Kevin Lloyd who does what he's told, Sandy Cunningham because he's the Mayor's cousin and does what he's told, Ian Chadwick's on the payroll and does what he's told".

Affiant's Note: I believe that "on the payroll" refers to Councillor Ian Chadwick as working for Paul Bonwick and Compenso Communications, which I will detail later in this ITO. Paul Bonwick is Town of Collingwood Mayor Sandra Cooper's brother.

- 48. Sara Almas [Clerk] confirmed the details surrounding the dismissal of CAO Kim Wingrove. I know this because I read the interview statement that Sara Almas provided to Detective Sergeant Shawn Evans on May 22, 2013. I learned the following relevant information from this interview:
 - a. Sara Almas stated that the Clerk position has statutory responsibilities in accordance with the *Municipal Act, 2001*. These responsibilities include secretariat functions to Council, records management, coordination of elections, and the administration of requests through the *Freedom of Information and Protection of Privacy Act*.

⁴⁴ COLLUS is a Collingwood community owned power utility. In August 2012, Powerstream acquired 50% of COLLUS shares becoming Collus/Powerstream.

- b. The Clerk is the only person required to attend Council meetings and Council in-camera meetings (pursuant to the *Municipal Act, 2001*) to record minutes. The Clerk reports directly to the Town of Collingwood CAO.
 - c. Sara Almas' statement corroborated that of Kim Wingrove's statement that Mayor Sandra Cooper wanted to delegate the Clerk's responsibility to record minutes at the April 9, 2012, in-camera meeting of Council.
 - d. The night that the decision was made by Council to dismiss Kim Wingrove, Mayor Sandra Cooper intended to delegate the Clerk's authority to the Town of Collingwood municipal lawyer. Sara Almas told the Mayor that her Worship could not delegate that authority, only the Clerk could do so.
 - e. Despite Sara Almas not being pleased about the situation, she honored the Mayor's request and delegated her authority to the solicitor in writing but only for the in-camera meeting.
 - f. According to Sara Almas, Kim Wingrove's employment with the Town of Collingwood was terminated because she (Kim Wingrove) challenged the Mayor and Council on some of their decisions.
 - g. Sara Almas also stated that Kim Wingrove was terminated because she wanted to fire, or do something with, the Treasurer Marjory Leonard. Sara Almas was aware that this may have been related to performance issues held by Kim Wingrove concerning Marjory Leonard.
49. The current Town of Collingwood CAO John Brown has met with Detective Sergeant Shawn Evans since this investigation commenced to discuss many matters, including those of administrative and municipal procedures within the Town of Collingwood. I know this because I have reviewed his officer notes and reports from December 12, 2013. I learned that current CAO John Brown confirmed several points for Detective Sergeant Shawn Evans, including:
- a. The administrative structure under which the Town of Collingwood was operating when Kim Wingrove was CAO was such that no one would have been able to do the job effectively.
 - b. That there is merit to the concerns raised about the work performance of Treasurer Marjory Leonard.

50. On April 12, 2012, the Town of Collingwood Council made a motion relating to By-law 2012-051 to, "Appoint an Acting CAO for the Corporation of the Town of Collingwood."⁴⁵ I read that all members of Council voted in favor of this motion. By-law 2012-051, as passed by Council, appointed Ed Houghton to the position of Acting CAO for the Town of Collingwood following the dismissal of former CAO Kim Wingrove.
51. Sara Almas [Clerk] provided detailed information to Detective Sergeant Shawn Evans relating to the appointment of Ed Houghton as Acting CAO for the Town of Collingwood. I reviewed the statement she provided to police on May 22, 2013, and learned the following relevant information relating to Ed Houghton's appointment as Acting CAO:
- a. There were conversations between members of Council and Ed Houghton concerning his acceptance of the CAO responsibility.
 - b. Ed Houghton accepted the responsibility to be Acting CAO for the Town of Collingwood.
 - c. Town of Collingwood Council directed Sara Almas [Clerk] to prepare a by-law appointing Ed Houghton as the Acting CAO.
 - d. There was a special Council meeting to appoint Ed Houghton to the position of Acting CAO. This was an open public meeting.
 - e. Ed Houghton maintained his position of CEO of COLLUS and Executive Director of Public Works for the Town of Collingwood while acting as the CAO for the Town of Collingwood.
 - f. Ed Houghton did not receive any compensation from the Town of Collingwood for the role of Acting CAO.
 - g. Shortly after Town of Collingwood Council appointed him to the position of Acting CAO, Ed Houghton created an Executive Management Team (hereinafter referred to as the EMT). The purpose of which was to assist him with carrying out the duties of the Acting CAO.
 - h. There was no direction from Council to create the EMT. The EMT members provided input, but Ed Houghton made all final decisions. The EMT members included: Acting CAO Ed Houghton, Marjory Leonard [Treasurer], Sara Almas [Clerk] and Director of Information Technology (IT) Services from COLLUS/Powerstream Larry Irwin.

⁴⁵ I learned this from my review of the Town of Collingwood Council minutes for April 12, 2012.

- i. Larry Irwin is not an employee of the Town of Collingwood; he is an employee of COLLUS/Powerstream. He is permitted to sit as the department head as a director of IT because of the Town of Collingwood's prior exclusive ownership of COLLUS.
- j. The EMT acted on a consensus basis however if the EMT could not reach a consensus on an issue, then Acting CAO Ed Houghton would make the decision.
- k. The EMT did not record minutes from any of its meetings. The EMT would meet on Mondays before scheduled Town of Collingwood Council meetings.

Introduction of Sprung Instant Structures to the Town of Collingwood

52. Pat Mills is a sales representative for Sprung Instant Structures who has worked for the company since 2009. I know this because he provided an interview statement to Detective Sergeant Shawn Evans on July 10, 2013, detailing his involvement with Sprung Instant Structures and the Town of Collingwood. I have reviewed this witness interview and learned the following relevant information:

- a. Tom Lloyd, regional manager of Sprung Instant Structures, recruited him to join Sprung Instant Structures as a Sales Representative.
- b. His role with Sprung Instant Structures was to search out potential clients and projects and establish contact with these prospective clients. Once Pat Mills introduced potential clients to the Sprung Instant Structures sales team and engineers, his role was completed.
- c. In situations where Pat Mills made contact with a potential client, he would register the client contact with Tom Lloyd. If the client contact developed into a contract between the client and Sprung Instant Structures, Pat Mills would receive a commission.
- d. Pat Mills initially viewed a website and learned about the work that the Central Park Steering Committee had done on behalf of the Town of Collingwood. Pat Mills stated that he viewed the document to ascertain if he knew anyone associated to this project.
- e. Pat Mills recognized the name of Brian Saunderson who was listed as the Co-Chair of the Central Park Steering Committee. Pat Mills knows Brian Saunderson as a former student of his.
- f. Pat Mills met with Brian Saunderson for lunch and had a discussion with him about the Sprung Instant Structures product as an option for the Central Park improvement project. Pat Mills provided Brian Saunderson with a photograph of a Sprung Instant Structure.

- g. Brian Saunderson told Pat Mills that decisions relating to Central Park rested with the Town of Collingwood Council. Pat Mills learned from Brian Saunderson that Ed Houghton was the new CAO for the Town of Collingwood and he would be the contact person relating to Central Park improvement issues.
- h. After this lunch meeting, Pat Mills attended Central Park and photographed the Collingwood site in an effort to register the Collingwood project with Sprung Instant Structures.
- i. Pat Mills attended at the Town of Collingwood municipal office but was unable to meet with Ed Houghton. Pat Mills sent Ed Houghton an email, congratulating him on his recent appointment to the position of CAO. In this email, Pat Mills further described his position with Sprung Instant Structures and requested a meeting.
- j. Pat Mills received a response from Ed Houghton's office and a meeting was set for April 20, 2012, but later re-scheduled to April 25, 2012, due to a misunderstanding on the meeting location.
- k. On April 25, 2012, Ed Houghton and Pat Mills met at the Park Hyatt Toronto Hotel. Pat Mills provided Ed Houghton with a binder of promotional material relating to Sprung Instant Structures. Ed Houghton expressed some interest in the Sprung Instant Structures hockey arena. Ed Houghton told Pat Mills that his timing was good.
- l. Pat Mills got the impression from Ed Houghton that Collingwood was missing the funding for the larger vision for the Central Park project. Ed Houghton told Pat Mills that he was not sure how many of his "friends" would want a non-traditional building.

***Affiant's Note:** I believe that what Ed Houghton was referencing was the Sprung Instant Structures building is a "non-traditional" type building - an 'Engineered Tensioned Membrane Structure' as opposed to the "traditional" type building such as steel, bricks and mortar construction.*

- m. Ed Houghton told Pat Mills that he would be in touch if-and-when there was further interest in the Sprung Instant Structure. Pat Mills felt a sense of urgency from Ed Houghton in regards to this project. Ed Houghton mentioned that the Town of Collingwood could not get any government funding for this project.
- n. After his initial meeting with Acting CAO Ed Houghton, Pat Mills registered this Collingwood project as a 'potential project and client' with Sprung Instant Structures Regional Manager Tom Lloyd.

- o. Pat Mills advised that if one of his registered clients purchases a building from Sprung Instant Structures he was eligible to receive a 10% commission.
 - p. Sprung Instant Structures employee David Macneil had previously registered the proposed Collingwood Pool renovation involving the Collingwood Clipper Swim Team (which never developed beyond the concept stage) in 2009.
53. Pat Mills prepared and provided Detective Sergeant Shawn Evans with a document setting out a chronology of dates, events and meetings to assist with understanding his involvement with the Town of Collingwood/Sprung Instant Structures project. I will refer to this document titled, "Mills' Sequence of Dates" in this ITO.
54. On April 5, 2012, the Town of Collingwood granted Ameresco Canada an opportunity to present their preliminary ideas and designs for the development of a MURF in a marketing sound document.⁴⁶ I learned that this presentation occurred on April 17, 2012, and included representatives of Ameresco Canada, Greenland Group of Companies, and former Mayor of Collingwood, Terry Geddes of the Central Park Steering Committee. I noted the Town of Collingwood attendees were Mayor Sandra Cooper, Deputy Mayor Rick Lloyd, Councillors' Dale West and Keith Hull, Acting CAO Ed Houghton, Marjoiry Leonard [Treasurer] Marta Proctor [Director of Leisure Services].
55. On May 7, 2012, the Steering Committee for the Central Park Community Recreation Centre was on the agenda to provide a funding strategy update. I learned this from my review of the Town of Collingwood Council minutes for that date.
56. On May 18, 2012, Pat Mills, Sprung Instant Structures sales representative, received an email from Pam Hogg, the administrative assistant to Acting CAO Ed Houghton.⁴⁷ I learned that the email stated: "Ed had asked me to let you know that Council is having a planning session on June 11th. So it would be best to wait until after that session to schedule your follow-up meeting."
57. Between June 1 and 4, 2012, the Federation of Canadian Municipalities Conference and Trade Show occurred at the TCU Place in Saskatoon, Saskatchewan.⁴⁸ I learned Deputy Mayor Rick Lloyd attended this particular Federation of Canadian Municipalities Conference on behalf of the Town of Collingwood.⁴⁹

⁴⁶ I learned this from my review of a document titled "Ameresco's Sequence of Dates".

⁴⁷ I learned this from my review of a document titled "Mills' Sequence of Dates".

⁴⁸ I conducted an open source internet search on April 16, 2014: <http://www.fcm.ca/home/events/past-conferences/2012-annual-conference-and-trade-show.htm>

⁴⁹ I learned this by reviewing the witness interview transcripts of Town of Collingwood Councillor Keith Hull provided to Detective Sergeant Shawn Evans and Detective Constable Ticknor on May 8, 2013.

58. Sprung Instant Structures was a vendor at this particular Trade Show event between June 1 and 4, 2012. I learned this from Detective Constable Tim Ticknor, who communicated with Caroline Vanasse, Manager, Sponsorship and Sales, Corporate Events and Partnership-Operation for the Federation of Canadian Municipalities. I learned that she provided Detective Constable Tim Ticknor with a list of vendors who were present for this event. I reviewed an email correspondence exchanged between Detective Constable Tim Ticknor and Caroline Vanasse on October 15, 2013, and confirmed that Sprung Instant Structures appeared on this list of vendors.
59. On June 11, 2012, the Town of Collingwood Council held a community planning session in relation to the Town of Collingwood's future recreational direction.⁵⁰ The following is an excerpt from the actual Council minutes:

CENTRAL PARK STRATEGIC PLANNING SESSION

Acting CAO Ed Houghton clarified the goals of the session. Director of Parks, Recreation and Culture provided an overview of the project completed to date, and what matters are outstanding.

Treasurer Marjory Leonard reviewed the internal funding options that are available for whatever direction that Council provides. Each member of Council provided comments on their vision for this redevelopment. Comments included:

- Proceed with/without market sounding
- Should the recommended scenario be "phased-in?"
- Priorities are ice pad and aquatic infrastructure
- Should the Eddie Bush be refurbished
- Should we look at a Performing Arts Centre
- Concept design has too much parking, need more civic space
- \$35M is too much / \$35M is needed to provided needed service
- Not considering use of COLLUS \$\$\$ at this point.
- Keep ball diamonds at park or determine where they are going
- Concern with limiting the location to Central Park/should another location be investigated
- Real or perceive economic impact of the downtown
- Convert Eddie Bush – need (or seasonal use?)
- Need to be responsible with finances
- Is there partnership opportunities with another municipality
- The concept is supported
- Cost of displaced infrastructure
- Cover the outdoor ice surface
- Should funds be given to the YMCA

⁵⁰ I reviewed Town of Collingwood Council minutes for June 11, 2012.

Acting CAO Ed Houghton provided a brief summary and discussion on next steps. Staff will prepare options based on the discussion for consideration at a future Council meeting.

60. I learned from my review of a witness interview given to police by Town of Collingwood Councillor Keith Hull (previously sourced in paragraph 52) that this community planning session meeting was the idea of Acting CAO Ed Houghton. I learned that the intent was for each Council member to provide public comments regarding their vision, ideas and concepts for the Central Park project and future recreational needs. I learned that during this meeting a brochure for Sprung Instant Structures was circulated among the Councillors.
61. I learned from my review of a witness interview given by Sara Almas [Clerk] (previously sourced in paragraph 51) that confirmed Deputy Mayor Rick Lloyd had circulated a promotional booklet about the Sprung Instant Structures at this June 11, 2012, community planning session meeting. Sara Almas also confirmed that Deputy Mayor Rick Lloyd had been to the Federation of Canadian Municipalities Conference and Trade Show in the spring of 2012.
62. I learned from my review of a witness interview given by Sara Almas [Clerk] (previously sourced in paragraph 51) the following relevant information:
- a. Deputy Mayor Rick Lloyd assigned her and Marta Proctor [Director of Leisure Services] to prepare a 'Staff Report' detailing available recreation options, based on information that was presented at the June 11, 2012, community planning session.
 - b. This 'Staff Report' ultimately became the Town of Collingwood Staff Report EMC 2012-01.
 - c. She stated that Deputy Mayor Rick Lloyd wanted the report and the recommendations completed for a future Town of Collingwood Council meeting as she believed Deputy Mayor Rick Lloyd had a vision of being, "seen as getting things done."

Affiant's Note:

I believe that Town of Collingwood Staff Report EMC 2012-01 is significant to the allegations set forth in this ITO and I will provide substantial detail relating to this Staff Report later in this ITO.

63. On June 13, 2012, Pat Mills, Sprung Instant Structures Sales Representative, engaged in a series of email correspondences with Town of Collingwood Acting CAO Ed Houghton and his administrative assistant Pam Hogg.⁵¹ I learned that in the initial email, Pat Mills was seeking a meeting with Acting CAO Ed Houghton to discuss how Sprung could be helpful in providing, "a fabulous facility" for the Town of Collingwood.

⁵¹ I learned this from my review of a document titled "Mills' Sequence of Dates".

64. I reviewed the email correspondence response to the above correspondence from Acting CAO Ed Houghton to Pat Mills dated the June 13, 2012.⁵² In this email, Acting CAO Ed Houghton states that "I have been asked by a member of Council to get a 'rough' estimate for the installation of two fabric buildings". This email reads as follows:

From: Ed Houghton
Sent: June 13, 2012 3:09 PM
To: 'Patrick Mills'; Pam Hogg
Subject: RE: Pat Mills: Meeting with Ed Houghton to discuss the Central Park Redevelopment Project

Patrick:

I have been asked by a member of Council to get a "rough" estimate for the installation of two fabric buildings. Can we discuss this?

Thanks.....Ed

Mr. Ed Houghton, President & CEO, Collingwood Utility Services Corp.
 Acting Chief Administrative Officer, Town of Collingwood

Affiant's Notes: I have noted that the auto signature attached to the bottom of this email identifies that Ed Houghton is the President and CEO, of Collingwood Utility Services Corp. (COLLUS) and the Acting Chief Administrative Officer for the Town of Collingwood.

65. I read Pat Mills' reply email correspondence to Acting CAO Ed Houghton this same date (June 13, 2012) at 3:30 p.m., concerning the request for a "rough estimate for the installation of two fabric buildings"⁵³. I have provided a copy of this email in the next paragraph (please read from the bottom up).

⁵² This email correspondence provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁵³ This email correspondence provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Ed Houghton
 Sent: June 13, 2012 3:32 PM
 To: Rick Lloyd
 Subject: FW: Pat Mills: Sprung Buildings

Mr. Ed Houghton, President & CEO, Collingwood Utility Services Corp.
 Acting Chief Administrative Officer, Town of Collingwood

P.O. Box 189, 43 Stewart Road
 Collingwood, ON
 L9Y 3Z5
 Phone: 705-445-1800, 2222
 Fax: 705-445-2549
 Email: ehoughton@collingwood.ca

Important Notice: This message is intended only for the person to whom it is addressed, and may contain information which is privileged and confidential. If you are not the intended recipient, you are hereby notified that distribution or copying this message is strictly prohibited. If you received this in error, please notify the sender and delete the original message and attachments.

From: Patrick Mills [mailto:patrick.mills@collingwood.ca]
 Sent: Wednesday, June 13, 2012 3:30 PM
 To: Ed Houghton
 Subject: Pat Mills: Sprung Buildings

Ed:

We will be delighted to give an estimate but the cost will be determined by the facilities. What will they be used for? I suggest a meeting will be preferable. A meeting will permit us to discuss and offer options but prior to that you can help me by answering the following questions. You can call me at 416 8 07 9972

What will be buildings be used for? Double Arena? Swimming Enclosure? Other?

Size of buildings? Two or one story?

Will the surface be cleared?

Number of doors, windows, insulation?

Offices- Kitchens- Dining? Other?

The closer you can get to the vision the better it will be for all of us. It will be even better if you have drawings.

I will follow up with some sites that feature swimming and a twin hockey arenas.

I believe the hockey arena will give a good breakdown and as you know Hockey Canada has endorsed them.

Two emails will follow. Please confirm receipt.

Best regards

Pat

- a. I have read an email correspondence where Acting CAO Ed Houghton forwarded this very email correspondence he had received from Pat Mills at 3:30 pm (this same date and detailed/sourced in the previous paragraph) to Deputy Mayor Rick Lloyd at 3:32 pm, moments after receiving it from Pat Mills.

Affiant's Note: I believe that this email correspondence chain provides evidence that the "member of Council" which Acting CAO Ed Houghton was referring to in the email identified in paragraph 64 is in fact Deputy Mayor Rick Lloyd.

- b. I have read another email that Pat Mills sent (same date and detailed/sourced in the previous paragraphs) to Acting CAO Ed Houghton with an attachment titled, "Sprung Performance Arenas International". The email included a link to videos depicting uses for the Sprung Instant Structures buildings including arenas, pools, and MURF's.

66. On June 14, 2012, at 5:41 p.m., Deputy Mayor Rick Lloyd sent an email correspondence to members of the Town of Collingwood Council and members of the EMT including Marta Proctor [Director of Leisure Services], Acting CAO Ed Houghton, Sara Almas [Clerk], Marjory Leonard [Treasurer] and Larry Irwin [Director of IT COLLUS].⁵⁴ The email reads as follows:

From: Rick Lloyd
Sent: Thursday, June 14, 2012 05:41 PM
To: Ed Houghton
Cc: Sandra Cooper; Town - Councillors; Marta Proctor; Marjory Leonard; Sara Almas; Larry Irwin
Subject: Centennial Pool / Outdoor Rink

Good afternoon Ed
 I would like to request if at all possible to have a price for a building that would enclose the complete Centennial Pool. A building structure that I would be interested in is the building produced by Sprung Building Products. I know that they have representatives in Ontario and they would come and price a structure. As well I would recommend to get a price as well for one of their structures to cover the Outdoor Rink. Sprung Building systems are used for Ice Rinks, single, double and triple ice rinks as well Swimming Pools. These Buildings are well Insulated and have a Warranty I think of 30 years
 Thanking you in advance
 Rick Lloyd
 Deputy Mayor
 Town of Collingwood

Affiant's Note: This email followed the day after Deputy Mayor Rick Lloyd became aware through Acting CAO Ed Houghton, that Sprung Instant Structures would provide an estimate to the Town of Collingwood on two fabric structures (paragraph 65).

67. I have noted in the email chain, following the initial email correspondence described in the previous paragraph, that Marta Proctor [Director of Leisure Services] forwarded Deputy Mayor Rick Lloyd's email to Dennis Seymour and Darin Potts (Town of Collingwood Recreation Department employees) on June 14, 2012.⁵⁵ The email as follows:

From: Marta Proctor
Sent: June 14, 2012 6:18 PM
To: Dennis Seymour; Darin Potts
Subject: Fw: Centennial Pool / Outdoor Rink

Saw this one coming....can you please confirm some approx pricing and what specifically it would/could include for both,
 Thanks
 Marta

⁵⁴ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁵⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

68. I have reviewed a number of email correspondences that were in response to the initial June 14, 2012, email from Deputy Mayor Lloyd (paragraph 66) where he revealed his interest in the Sprung Instant Structure. I noted that a number of Town of Collingwood Councillors, including Kevin Lloyd, Sandy Cunningham and Keith Hull and Mayor Sandra Cooper were seemingly receptive to the idea of a Sprung Instant Structures building.⁵⁶

Town of Collingwood actively pursuing a Sprung Instant Structures option and introduction of BLT Construction Services to this Project

69. At this stage in the investigative time line - June 14, 2012 - it is evident that Deputy Mayor Rick Lloyd has made his desire known to pursue the Sprung Instant Structures option. This new direction adopted by Council, is in addition to and separate from the work that the Steering Committee has already been engaged to do and the design proposal that Ameresco Canada has prepared for the Town. It is at this point-in-time three new individuals are introduced to this investigation and one individual will see his role start to diminish. Below I will briefly identify each of them and their involvement as this time line moves forward:

Pat Mills is the sales representative for Sprung Instant Structures who was responsible for initiating contact with the Town of Collingwood for this project. As I have detailed previously in this ITO, he registered the Town of Collingwood Project with Sprung Instant Structures and now will start the "hand-off" of this project to Tom Lloyd and Dave Macneil, also from Sprung Instant Structures. Patrick Mills will receive a 10% commission when this project develops into a contract for Sprung Instant Structures.

Tom Lloyd is the Regional Director of Sprung Instant Structures in Ontario.⁵⁷ I learned the following relevant information from my review of his witness interview with my colleagues:

- a. He is not related to Deputy Mayor Rick Lloyd.
- b. He became the main point of contact for Sprung Instant Structures on this Central Park project and he worked closely with Acting CAO Ed Houghton and the Town of Collingwood to develop this project into a signed contract.
- c. Sprung Instant Structures had previous involvement with the Town of Collingwood in relation to a proposed swimming pool project in 2010. At that time a local swim club, the Collingwood Clippers were looking to put a cover over the outdoor pool.

Affiant's Note: This project never came to fruition.

⁵⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁵⁷ I learned this by reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013.

- d. According to Tom Lloyd, the Town of Collingwood facilitated a study to determine what the community needed in the future in regards to a recreational facility. The initial study for a MURF had a price tag of 35 million dollars.
- e. He confirmed that Pat Mills, a Sprung Instant Structures sales representative, made the initial contact with the Town of Collingwood and had a meeting with the Acting CAO following the release of a recreational study.
- f. According to Tom Lloyd, the Acting CAO was "blown" away with what Sprung could do for them, and he organized an initial meeting between Sprung Instant Structures representatives and the Town of Collingwood. He then organized an additional meeting with the Town of Collingwood Mayor, Deputy Mayor, the Acting CAO and a few other employees.
- g. He confirmed that the Town of Collingwood was initially focused on covering an outdoor arena, which then led to the idea of covering the outdoor swimming pool. Tom Lloyd believed that the Town of Collingwood were focused on a 25 meter enclosed pool and also a second arena.
- h. He confirmed that the Town of Collingwood asked Sprung Instant Structures to present their concepts to Council in an open forum.
- i. Tom Lloyd stated that Sprung Instant Structures is familiar with government procurement processes.
- j. According to Tom Lloyd, because the Town of Collingwood had lost government funding once before, the Town of Collingwood decided to sole source the project because sole sourcing was an option available to the Town of Collingwood. The Town knew that, "they were going to select Sprung regardless, so they decided to sole source directly through BLT, who purchases the Sprung structures."
- k. The majority of conversations between the Town of Collingwood and Sprung Instant Structures were "with Acting CAO Ed Houghton, as well as a couple of the Lloyds."

Affiant's Note: I believe that the comment, "a couple of the Lloyds" refers to Town of Collingwood Deputy Mayor Rick Lloyd and Town of Collingwood Councillor Kevin Lloyd.

- l. Tom Lloyd listed all the competitors that he believed the Town of Collingwood researched, including: Brightspan, Megadome and Norseman. Tom Lloyd confirmed that Sprung Instant Structures helped the Town of Collingwood do the comparison on Sprung Instant Structures' competitors.

- m. Tom Lloyd believed the Town of Collingwood Parks and Recreation people did a lot of research on air bubble enclosures, full construction buildings and pre-engineered steel buildings. The Town of Collingwood had already determined a cost and facility standpoint for the building type it wanted to proceed with. The Town of Collingwood also wanted the facility to be LEED⁵⁸ Silver certified.
- n. He confirmed that Acting CAO Ed Houghton was the lead and point-of-contact for the Town of Collingwood in this Sprung Instant Structures project. Tom Lloyd confirmed that he had direct conversations with Town of Collingwood Deputy Mayor Rick Lloyd, Councillor Ian Chadwick, Councillor Kevin Lloyd and Acting CAO Ed Houghton. He stated that other individuals he spoke with in relation to this project were Town of Collingwood Marjory Leonard [Treasurer] and various staff from the Parks and Recreation department. He stated that Acting CAO Ed Houghton had a task force, including senior staff members and some Council members.
- o. According to Tom Lloyd, Sprung Instant Structures worked with the Town of Collingwood to provide a 'turnkey proposal' with Sprung Instant Structure's licensed partner, BLT Construction Services.
- p. He confirmed that Sprung Instant Structures and BLT Construction Services are two separate entities. Sprung Instant Structures is the manufacturer of the product and responsible to deliver the Sprung instant Structure material product to the work site. He stated BLT Construction Services actually constructs and builds the structure.
- q. He confirmed that BLT Construction Services is the preferred partner in Southern Ontario for building the Sprung Instant Structures. He further stated, "That being said, there are options available to the customer as to what company builds the Sprung Instant Structures." BLT Construction Services has been building the structures for over 15 years.
- r. Tom Lloyd confirmed that Dave Barrow and Mark Watts are the principals from BLT Construction Services.
- s. He confirmed that The Town of Collingwood project is the first project where Sprung Instant Structures and BLT Construction Services have erected a structure over a pool and an arena. Sprung Instant Structures have had other contractors construct these structures over an arena and pool.

⁵⁸ Leadership in Energy and Environmental Design (LEED) is a set of rating systems for the design, construction, operation, and maintenance of green buildings, homes and neighborhoods.

- t. Tom Lloyd stated that The Town of Collingwood decided on BLT Construction Services as the company to build the Sprung Instant Structures as they (the Town) wanted a company with a lot of business experience who was an official licensed partner of Sprung Instant Structures. He stated that The Town of Collingwood thought BLT Construction Services gave them a terrific price.
- u. Tom Lloyd confirmed that Pat Mills, Sprung Instant Structures manufacturer representative received a commission payment for the sale of the Sprung Instant Structures product for the arena. He stated that no one else has received any commission payment from Sprung Instant Structures.
- v. He confirmed that BLT Construction Services got the work order from the Town of Collingwood. BLT Construction Services gave Sprung Instant Structures a purchase order for the raw building product. He stated that Sprung Instant Structures sold the structure to BLT Construction Services, so BLT Construction Services was the actual customer and the Town of Collingwood was the indirect customer to Sprung Instant Structures.
- w. Tom Lloyd thought that municipalities had to tender projects. He believed that 90% of those tenders are, "slanted to the winner anyway, so the process is flawed to begin with." He stated that The Town of Collingwood said that they could buy directly from the supplier.
- x. Tom Lloyd communicated through, and with, Acting CAO Ed Houghton to the Town of Collingwood. Sprung Instant Structures communicated with the Town of Collingwood by way of email and phone correspondence.
- y. Tom Lloyd stated that BLT Construction Services did not provide commissions to any Sprung Instant Structures employee.
- z. Tom Lloyd stated that there were no minutes kept from any meetings or conference calls that occurred between Sprung Instant Structures and the Town of Collingwood.

Dave Macneil is a Territory Sales Executive with Sprung Instant Structures in Ontario.⁵⁹ I learned that he is an assistant to Tom Lloyd during this project and as I will detail further in this ITO, actively engaged in several meetings and emails with various individuals relating to this project.

Dave Barrow is the Vice President of BLT Construction Services, a Toronto based construction firm that is the exclusive builder for Sprung Instant Structures in Ontario.⁶⁰ I learned the following relevant information from my review of his witness interview with my colleagues:

⁵⁹ I know this from reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013

- a. BLT Construction Services have built 75 to 100 Sprung Instant Structures over the past fifteen years in Ontario and Quebec.
- b. Dave Barrow was contacted by Tom Lloyd and Dave Macneil in July 2012 and advised of the potential Town of Collingwood project to cover an outdoor arena and outdoor pool.
- c. Sprung Instant Structures employee Dave Macneil also had contacted BLT Construction Services in 2010 concerning a pool project for the Town of Collingwood. At that time, Lisa Rennie from the Town of Collingwood Parks and Recreation Department wanted a budget to cover a pool.

Affiant's Note: As detailed earlier, this project never came to fruition.

- d. BLT Construction Services and Sprung Instant Structures are separate entities. BLT Construction Services is the exclusive builder to Sprung Instant Structures in Ontario. BLT Construction Services is involved in projects from the ground up from providing quotes for building to inspection.
- e. BLT Construction Services and Sprung Instant Structures had several meetings, consultation and negotiation with the Town of Collingwood concerning what the Town required for this project.
- f. Sprung Instant Structures gave BLT Construction Services a price for the structure and components, and then BLT Construction Services did the rest. Sprung Instant Structures wanted the sale and to get the sale, they used BLT Construction Services.
- g. Dave Barrow and BLT Construction Services have been involved with government procurement processes in the past.
- h. Dave Barrow, with the assistance of legal counsel representing BLT Construction Services, provided a chronology and document package to Detective Constable Ticknor. I have reviewed the various documents that BLT Construction Services provided to Detective Constable Ticknor. I will make reference to the various documents and email correspondence at applicable areas in the body of this ITO. When I make reference to several documents from this package they will be named and sourced as "BLT Sequence of meeting for Collingwood Project".

⁶⁰ I know this from reviewing the witness interview transcripts of Dave Barrow given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 30, 2013

70. On June 19, 2012, David Macneil and Tom Lloyd of Sprung Instant Structures met with Dennis Seymour, a Town of Collingwood employee, at the Collingwood Memorial Arena to discuss the options for two buildings in this project.⁶¹ The options included the addition of a new covered ice pad or an option to cover the existing outdoor rink facility. I learned from my review of the witness interview Tom Lloyd provided to my colleagues (sourced in previous paragraph), that he did meet with Dennis Seymour from the Town of Collingwood on this date.
71. On June 19, 2012, Ameresco Canada sent a letter to the Town of Collingwood Mayor Sandra Cooper and Council requesting a deputation opportunity at the upcoming Town of Collingwood Council meeting on June 25, 2012.⁶² I learned that the author of this letter, Mr. DaSilva, noted that his team attended the June 11, 2012, Town of Collingwood meeting where the MURF project was discussed. I learned that Mr. DaSilva stated in the letter that Ameresco Canada could add significant input into the evaluation of the existing facility and the eventual implementation of a strategy to incorporate the Eddie Bush Memorial Arena in the Town's overall recreation plan.
72. On June 20, 2012, two emails were sent to Dennis Seymour of the Town of Collingwood thanking him for his time the previous day.⁶³ From my review of these emails I learned the following:
- a. Tom Lloyd of Sprung Instant Structures stated in the email that Sprung Instant Structures was looking forward to assisting with the Town of Collingwood with its plans.
 - b. Dave Macneil of Sprung Instant Structures attached a website address with some Sprung Instant Structure drawings that Dennis Seymour could review. Dave Macneil stated in his email that cost estimates would follow.
73. On June 21, 2012, a conference call occurred at 1:00 p.m. between Pat Mills, Tom Lloyd and Dave Macneil of Sprung Instant Structures, with members of the Town of Collingwood administration.⁶⁴ I learned that Acting CAO Ed Houghton participated in this conference call.⁶⁵
74. On June 25, 2012, Dave McNalty [Manager of Fleet, Facility and Purchasing] sent an email to David Macneil of Sprung Instant Structures.⁶⁶ I reviewed this email correspondence and I learned that it referenced the Centennial Pool and the Central Park arena, with attachments involving aerial photos of the park, grading and site servicing, architectural site plans and site

⁶¹ I learned this from my review of the "BLT sequence of meeting for Collingwood project".

⁶² I learned this from my review of a document titled "Ameresco's Sequence of Dates".

⁶³ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁶⁴ I learned this from my review of a document titled "Mills' Sequence of Dates".

⁶⁵ I know this from by reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013.

⁶⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

inventory of Heritage Park. I learned that contained within the body of the email, Dave McNalty stated that the information attached was specifically related to Centennial Pool and that the infrastructure was currently in the process of being upgraded. I also learned that the, "concept for this site would be the placement of a fabric structure over the entire pool and existing pool building with the intent of year round use".

Affiant's Note: I noted here that the Town of Collingwood Council had not "officially" announced any decisions as to what type of option that the Town would be pursuing for the Central Park redevelopment. The above statement attributed to Dave McNalty comes after an email dated June 14, 2012, (previously identified above in paragraph 66) sent from Deputy Mayor Rick Lloyd requesting contact with Sprung Instant Structures for an estimate on a fabric building.

75. On June 27, 2012, at 9:25 a.m., Dave McNalty [Manager of Fleet, Facilities and Purchasing] sent an email correspondence to Dave Macneil of Sprung Instant Structures.⁶⁷ I reviewed this email correspondence and learned that it contained the site plan for Central Park and included measurements for the placement of a fabric building over the existing outdoor rink facility.

76. On June 27, 2012, at 9:50 a.m., Acting CAO Ed Houghton sent an email correspondence to Pat Mills of Sprung Instant Structures and copied to Deputy Mayor Rick Lloyd.⁶⁸ I reviewed this email and learned that Acting CAO Ed Houghton indicated Deputy Mayor Rick Lloyd asked to delay their meeting for a week or so.

Affiant's Note: There is no given reason for the delay of the meeting only that the delay is at the request of the Deputy Mayor.

77. The Town of Collingwood asked WGD Architects if they would be able to phase their approach to the master plan regarding the Central Park Project.⁶⁹ I reviewed this document that identified Marta Proctor [Director of Leisure Services] and Dave Debus from WGD Architects had engaged in several telephone conversations in June 2012. I noted that these conversations were to give directions to WGD Architects, asking them to change their work focus to one of (quote): "comparing a Sprung structure with a more commonly used pre-engineered steel structure".

78. On June 29, 2012, Tom Lloyd of Sprung Instant Structures had a meeting with individuals from the Town of Collingwood.⁷⁰ I learned from my review of Tom Lloyd's interview that the specifics of this meeting are unknown, as Tom Lloyd could not recall any details relating to person(s) in attendance or the purpose of the meeting. I did learn from my review of Tom Lloyd's witness interview that on this date he also met with Abby Stec, a person whom he described as familiar

⁶⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁶⁸ I learned this from my review of a document titled "Mills' Sequence of Dates".

⁶⁹ I learned this from my review of a document titled "Collingwood Central Park Event Summary – WGD Architects"

⁷⁰ I know this from by reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013.

to him. I learned the following relevant information from my review of his witness interview surrounding the events specific to this date:

- a. Tom Lloyd stated that he dropped in to say, "hi" and to speak with Abby Stec about the possibility of her becoming a Sprung Instant Structure Representative.
- b. Tom Lloyd first became aware of Abby Stec through the Pretty River Academy, a private school in Collingwood, where she had worked as the Development Officer.
- c. He stated that during her tenure with Pretty River Academy, Abby Stec researched options to cover the soccer field and she became acquainted with Sprung Instant Structures.
- d. Tom Lloyd stated that Abby Stec left the Pretty River Academy and began to work for Green Leaf Distribution Inc., which is owned by Paul Bonwick. He stated that Abby Stec left the Pretty River Academy at the request of Paul Bonwick, to work for Paul Bonwick.
- e. Tom Lloyd advised that he also met Paul Bonwick during this June 29, 2012 visit with Abby Stec. Tom Lloyd stated that Abby Stec wanted him to meet Paul Bonwick.
- f. Paul Bonwick gave Tom Lloyd his professional history in politics and he knows that Paul Bonwick is a registered lobbyist. He is also aware that Paul Bonwick's sister is the Mayor of Collingwood.
- g. Tom Lloyd stated that Paul Bonwick was very connected with the Town of Collingwood Council and that Paul Bonwick was once a member of the Town of Collingwood Council.
- h. Tom Lloyd stated that Paul Bonwick is friends with most of the people on the Town of Collingwood Council and that he believed Paul Bonwick grew up and went to high school in Collingwood.
- i. Tom Lloyd stated that Paul Bonwick had researched the Sprung Instant Structures and could only say great things about the structures. Paul Bonwick was interested in learning more about the Sprung Instant Structures and Tom Lloyd was excited about Paul Bonwick's connections for future sales.
- j. Tom Lloyd stated that Paul Bonwick was looking at an opportunity for his consulting company, Compenso Communications Inc., to promote the Sprung Instant Structures to First Nations Communities, municipalities, casinos, etc.
- k. Tom Lloyd did not receive another phone call or email from Paul Bonwick in 2013.

- I. Tom Lloyd stated that Abby Stec had taken the lead with Sprung Instant Structures project but Tom Lloyd believed that she reported to Paul Bonwick.

79. I can confirm that Abby Stec was previously the Development Officer at the Pretty River Academy and that she left the Academy for a job at Green Leaf Distribution Inc., at the request of Paul Bonwick.⁷¹ From my review of this interview, I learned that Don Gallinger is a personal friend to Abby Stec and she had approached him seeking his opinion on a job offer that she had received to be Paul Bonwick's personal assistant. I learned that Don Gallinger encouraged Abby Stec to take the position.
80. On July 4, 2012, Acting CAO Ed Houghton's administrative assistant, Pam Hogg and Pat Mills of Sprung Instant Structures exchanged several emails discussing the coordination of a meeting between Sprung Instant Structures and the Town of Collingwood.⁷² From my review of these emails, I learned that Pat Mills confirmed the meeting would be held on July 11, 2012 at 1:00 p.m., with Sprung Instant Structures attendees being Tom Lloyd, David Macneil and himself. I also learned that Pam Hogg confirmed the meeting will take place at the Town of Collingwood municipal building in the CAO's office and there was no indication in the email of who would be present at the meeting from the Town of Collingwood.
81. On July 6, 2012, Tom Lloyd of Sprung Instant Structures met with Abby Stec in Toronto.⁷³ From my review of this witness interview, I learned that Tom Lloyd's calendar showed that the meeting was with Abby Stec and Paul Bonwick although at the time of this interview with police Tom Lloyd could not recall if Paul Bonwick was actually at the meeting.
82. On July 9, 2012, at 10:58 a.m., Dave McNalty [Manager of Fleet, Facility and Purchasing] sent an email correspondence to David Macneil of Sprung Instant Structures.⁷⁴ From my review of this correspondence, I learned that Dave McNalty inquired if David Macneil had any information that could be shared with the Town of Collingwood on the covering of the outdoor ice surface and Centennial Pool.
83. On July 10, 2012, David Macneil of Sprung Instant Structures sent a letter to the Town of Collingwood outlining the Sprung Instant Structures membrane, its applications, the features and benefits of a Sprung Structure.⁷⁵ I noted that this letter also provided the Sprung Instant Structures website as www.sprung.com.

⁷¹ I know this from reviewing the witness interview transcripts of Don Gallinger given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on June 12, 2013

⁷² This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁷³ I know this from reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013.

⁷⁴ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁷⁵ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

84. On July 11, 2012, a meeting occurred between Sprung Instant Structures and the Town of Collingwood.⁷⁶ From my review of this document, I learned that Pat Mills introduced Tom Lloyd and David Macneil, who then gave a presentation. I also learned that Pat Mills described the Planning Committee members as polite and receptive to the Sprung Instant Structures presentation. I learned that the individuals present were Mayor Sandra Cooper, Acting CAO Ed Houghton, a man by the name of Rick (Deputy Mayor Rick Lloyd) and the man in charge of procurement. I learned from my review of Tom Lloyd's interview (previously sourced in paragraph 69) that he was present for this July 11, 2012, meeting with the Town of Collingwood.

Affiant's Note: I learned from my review of Pat Mills' interview (previously sourced in paragraph 52) that following this July 11, 2012, meeting with the Town of Collingwood, his role in this project was complete and he had no further contact with anyone from the Town of Collingwood. Pat Mills advised that he did not participate in any further meetings, communications, or negotiations between Sprung Instant Structures and the Town of Collingwood.

85. Pat Mills from Sprung Instant Structures was approached by Tom Lloyd of Sprung Instant Structures a short time after this July 11, 2012, meeting with the Town of Collingwood (but before Collingwood signed the contract to purchase Sprung Instant Structures) and told the following⁷⁷:

- a. Tom Lloyd told him there could be a lobbyist who was going to take part of Pat Mills' commission.
- b. Tom Lloyd told Pat Mills that there was someone who could, "massage" the deal.
- c. Pat Mills refused to give any part of his commission to anyone as he (Pat Mills) had completed his role as a Sprung Instant Structures representative.
- d. Tom Lloyd did not tell Pat Mills the name of the proposed lobbyist during the above described conversation.

Affiant's Note: During his interview with Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor (previously sourced in paragraph 69) Tom Lloyd made no mention of this conversation with Pat Mills or the involvement of someone who could, "massage" the deal between Sprung Instant Structures and the Town of Collingwood.

⁷⁶ I learned this from my review of a document titled "Mills' Sequence of Dates".

⁷⁷ I learned this from reviewing the witness interview transcripts of Pat Mills given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 10, 2013.

86. On July 12, 2012, Dave Barrow of BLT Construction Services was contacted by Dave Macneil of Sprung Instant Structures requesting that they get together in order to prepare a budget to cover the pool and build a new arena for the Town of Collingwood.⁷⁸ I learned from my review of this document that it was apparent the Town of Collingwood required the budget as soon as possible.
87. On July 15, 2012, Town of Collingwood Councillor Ian Chadwick sent an email correspondence to Deputy Mayor Rick Lloyd and Councillor Kevin Lloyd.⁷⁹ The email reads as follows:

From: Ian Chadwick
 Sent: Sunday, July 15, 2012 10:49 AM
 To: Kevin Lloyd
 Cc: Rick Lloyd
 Subject: Re: central park presentation

I can't support putting 600-650 parking spaces on that site and an outdoor drive-in theatre. That's a mall, not a public community space. Drop at least half the parking and turn the rest into activity space before I'll even consider the design.

But that's after we get the missing info about the funding, the Eddie Bush, the baseball diamonds, the alternatives like the roof over the outdoor rink and Rick's bubble over the current pool...

Read the letter from the Y in the consent agenda, too. P44: no pool unless the town pays the ENTIRE cost, plus pays the Y to run it: \$60-\$100K a year. Sorry...

Ian Chadwick
 Emailed via iPad

Affiant's Note: The references "the roof over the outdoor rink and Rick's bubble over the current pool..." I believe that Councillor Ian Chadwick is talking about the Sprung Instant Structure concept for the Town of Collingwood recreational needs and I believe that Councillor Ian Chadwick is referring to Deputy Mayor Rick Lloyd when he uses the name "Rick". I believe that the email provides some evidence as to why the joint venture with the YMCA ("the Y") may not have been well received by members of Council.

88. On July 16, 2012, at 4:04 p.m., Dave Macneil of Sprung Instant Structures sent an email correspondence to Deputy Mayor Rick Lloyd.⁸⁰ From my review of this correspondence I learned that this email was copied to Mayor Sandra Cooper, Dave McNalty [Manager of Fleet, Facilities and Purchasing], Acting CAO Ed Houghton and to Tom Lloyd and Pat Mills of Sprung Instant Structures. I learned that this email provided budgets for three turnkey structures, one for the existing outdoor Centennial pool, one to cover the existing outdoor arena and the last for a new stand-alone Sprung Insulated Performance Arena.

⁷⁸ I learned this from my review of the "BLT sequence of meeting for Collingwood project".

⁷⁹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁸⁰ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

Affiant's Note: This email was sent just a few hours before the July 16, 2012, Town of Collingwood Council meeting.

89. On July 16, 2012, the Town of Collingwood Council convened for a regularly scheduled meeting. I know this because all Town of Collingwood Council meetings are recorded in an audio and video format by Rogers Cable Inc., and all agendas and minutes are available for download on the official Town of Collingwood website. I know that Sara Almas [Clerk] has provided several of these Rogers Cable recordings to Detective Constable Tim Ticknor, including the recording for the Council meeting on this date. I have reviewed the recording of, the agenda for, and the minutes of the Council meeting for July 16, 2012.
90. I reviewed the Town of Collingwood Council 'Agenda' for July 16, 2012, from the Town of Collingwood's website. I noted that Ameresco Canada appeared on the deputation list at item A5, "Ameresco Canada Inc. re: Town of Collingwood Multi Use Recreation Facility – Receive for Information."⁸¹ Ameresco Canada had requested a deputation during the Town of Collingwood Council meeting scheduled July 16, 2012, and were put on the agenda, but cancelled before the Council meeting.⁸²
91. I learned from reviewing the Rogers Cable video of July 16, 2012, Town of Collingwood Council meeting that Councillor Ian Chadwick asked why Ameresco Canada was not present to make a deputation to Council. I noted that Acting CAO Ed Houghton addressed Councillor Chadwick and stated; "we felt was that we didn't believe it would be appropriate for them to come and provide you with (with) an explanation of what they think they could do for us in the future we thought that that it was only appropriate to hear from Parks Recreation and Culture and the committee that was (was) uh involved with this and with Council so um that was a decision that uh her Worship and I made uh thinking that it probably wasn't appropriate um to do it at this point in time."
92. I reviewed the Town of Collingwood Council Minutes for July 16, 2012 and noted the following presentations were made to Council⁸³:

DEPUTATIONS

Central Park Community Recreation Centre

Penny Skelton, Chair of the Parks, Recreation and Culture Advisory Committee addressed Council on behalf of the Committee to outline the role the committee has and continues to play with the maintenance and development of recreational facilities in Collingwood. The committee is concerned with the alternates being discussed as there are

⁸¹ I located this document on the Town of Collingwood website: www.collingwood.ca/node/5683

⁸² I learned this from my review of a document titled "Ameresco's Sequence of Dates".

⁸³ I located this document on the Town of Collingwood website: <http://www.collingwood.ca/node/5783>

no operational or budget allocations attached to the discussion at this time and believe that Council needs to set a clear direction for recreation in Collingwood.

Brian Saunderson and Clair Tucker-Reid, Co-chairs of the former Phase 1 Steering Committee, addressed Council providing key messages, issues and next steps for Council to consider. Consideration of capital and operating costs was also a concern, requesting Council continue to pursue the recommendations of the Steering Committee. I learned from the video recording that Council supported the development of a committee to consider alternatives for the Central Park redevelopment.

93. I learned from watching this July 16, 2012 Town of Collingwood Council Rogers Cable video that Deputy Mayor Rick Lloyd provided information to Council that he had researched the fabric membrane structure. From my review of this recording I formed a belief that it appeared Deputy Mayor Rick Lloyd had received initial cost proposals for the structure when he stated, "But something that's viable uh there's been prices that come through in the neighborhood of five million dollars for a complete facility that's turnkey but I want staff to investigate it further." I noted that Councillor Sandy Cunningham spoke that he knew of the membrane structure that Deputy Mayor Rick Lloyd was referencing and that he wanted this completed now. Councillor Sandy Cunningham provided information that if the Town of Collingwood decided to pursue the structure, it would give instant access to the re-development of the park and, "it is a done deal."

Affiant's Note: A turnkey budget cost proposal from Sprung Instant Structures was emailed to Town of Collingwood Deputy Mayor Rick Lloyd by Dave Macneil of Sprung Instant Structures hours prior to this Council meeting (paragraph 88).

94. I learned from watching this July 16, 2012 Town of Collingwood Council Rogers Cable video that all Councillors stressed the need for alternative costing and solutions. The Councillors also agreed that they needed to make decisions and go forward with the project. I also learned that Councillor Joe Gardhouse was the only Councillor in favor of devising an acceptable budget for the project - before discussing the type of building the Town of Collingwood Council wished to pursue.
95. I learned from watching this July 16, 2012 Town of Collingwood Council Rogers Cable video that Acting CAO Ed Houghton spoke about the June 11, 2012 meeting where Council discussed the financial numbers for the redevelopment of Central Park. Acting CAO Ed Houghton stated that the Treasurer had mentioned during this meeting (on June 11, 2012) that, "internally there is potentially 13.5 million dollars."

96. I learned from watching this July 16, 2012 Town of Collingwood Council Rogers Cable video that Deputy Mayor Rick Lloyd put a motion before Council that was seconded by Councillor Kevin Lloyd. The motion reads as follows:⁸⁴

No. 330 **Moved by Deputy Mayor Lloyd**
Seconded by Councillor Lloyd

THAT Council direct staff to pursue the following recommended options and develop a project timeline and detailed estimates and bring the report back to Council not later than August 27, 2012.

- 1. Construct a Single Pad Arena, that could be phased into a double pad
- 2. Construct a Double Pad Arena that could be phased
- 3. Construct a 25 metre 6 Lane Pool at the Central Park YMCA
- 4. Construct a New Therapeutic Leisure Pool at the Central Park YMCA
- 5. Addition of a Theatre/Performing Arts Centre to the Proposed Multi-Use Centre
- 6. Enclose the Outdoor Rink with a Fabric Building
- 7. Cover the Outdoor Rink with a Roof Structure
- 8. Enclose the Outdoor Pool with a Fabric Building
- 9. Examine a New Site for a Phased Purpose-Built Multi-Use Facility
- 10. No New Recreation Facilities

CARRIED

*Affiant's Notes: The above motion was carried via a non-recorded vote. This motion forms the direction from the Town of Collingwood Council to Town of Collingwood municipal employees to complete the necessary research to create **Staff Report EMC 2012-01**. This Staff Report is to be completed in time for the August 27, 2012 Council meeting. I have provided significant detail and information about this Staff Report EMC 2012-01 later in this ITO.*

97. I have noted from my review of the Rogers Cable video recording for the July 16, 2012 Town of Collingwood Council meeting that there was no discussion, nor a motion presented to Council, concerning the hiring of a consultant or consulting firm to assist with the facilitation of a contract for the Town of Collingwood recreational project. I believe this to be an important piece to this investigation as the Town of Collingwood has written policy which provides direction in circumstances here consultants are hired by the Town. The policy specifies that where the cost exceeds \$25,000.00, Council must grant the approval.

Affiant's Note: The issue of the payment of a consultant/consulting firm becomes very relevant to the allegations following the July 16, 2012 Town of Collingwood Council meeting.

⁸⁴ I located this document at the Town of Collingwood website Council minutes: www.collingwood.ca/node/5783

Town of Collingwood Procurement Policy

98. The Town of Collingwood procurement policy is mandated under By-Law 2006-42, titled, "A By-Law to Provide for the Purchase of Goods and Services".⁸⁵ I have reviewed this By-Law and provided the following information which I learned directly related to the procurement procedures relevant to the issues detailed within this ITO:

- a. Section 6 refers to procurement guidelines and Section 7 refers to tendering options.
- b. Sole Source procurement is defined when there is only one known source of supply of a particular good or service. I noted that the Town of Collingwood By-Law 2006-42 does not include a definition for Single Source procurement.

Affiant's Note: I have had the opportunity to review the Ministry of Finance of Ontario Broader Public Sector Procurement Directive for 2011.⁸⁶ I noted in the glossary of terms concerning sole source and single source procurement.

- *Sole Source is defined as the use of a non-competitive procurement process to acquire goods or services where there is only one available supplier for the source of the goods or service.*
 - *Single Source is defined as a non-competitive method of procurement of goods or services from a supplier in situations where there is or may be another supplier or suppliers capable of delivering these goods or services.*
- c. I read that section 6.0 of By-Law 2006-42 sets out the procedures for the purchase of any goods or services. I confirmed that the following information is contained within the policy:
 - i. Section 6.2 of the policy defines the requirement to obtain three documented quotes for every purchase over \$1,500.00 and a Purchase Order is required.
 - ii. Section 6.4 of the policy allows a purchasing manager or buyer to order goods and services to an amount exceeding \$25,000.00, with Council authorization by way of resolution or by-law.

⁸⁵ I located this document on the Town of Collingwood website: www.collingwood.ca/files/06-42-Purchase%20_Goods_Services.pdf

⁸⁶ I located this policy on webpage: [www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/BPSProcDir-Guidebook-pdf-eng/\\$FILE/bps_procurement_guidebook-pdf-eng.pdf](http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/BPSProcDir-Guidebook-pdf-eng/$FILE/bps_procurement_guidebook-pdf-eng.pdf)

- iii. Section 6.5 of the Policy allows a department head, upon resolution or by by-law, subject to imposed conditions, to award contracts in excess of \$25,000.00 when all of the following conditions are met:
 - 1. There is sufficient approved budget
 - 2. All procedures for the establishment of pricing for the By-Law have been followed
 - 3. The lowest tender is accepted, and
 - 4. Where possible, three tenders or more have been received
 - d. Section 6.7 of the Policy sets out the circumstances which may arise when competitive tendering is undesirable and a proposed procurement excluded from the requirement to obtain a competitive bid, or where direct negotiations are appropriate, provided that measures are not taken for the purpose of avoiding competition, discrimination against any supplier, or circumventing any requirement of the By-Law. This section further discusses the circumstances of negotiation for the acquisition of goods or services, identifying that provided the Clerk has received either verbal or written authorization. Negotiations may be authorized when there is only one known source for the goods and services (sole source), amongst other conditions.
 - e. I read Section 8.0 of By-Law 2006-42, which relates to the procurement/appointment of professional services (including consultants) by the Town of Collingwood to engage in the supply of professional services. I note that the policy clearly states that any consulting fees in excess of \$25,000.00 require Town of Collingwood Council approval.
99. On July 16, 2012, Councillor Dale West exchanged a series of email correspondences following the Town of Collingwood Council Meeting with Deputy Mayor Rick Lloyd, that began at 10:25 p.m.⁸⁷ From my review of these emails I noted the subject line of the email is, "Joe" and in the initial message, Councillor Dale West stated, "**Joe did vote no**". I also noted that there are several exchanges including one from Councillor Dale West at 10:32 pm, stating, "**we are closer than we have ever been.**"

***Affiant's Notes:** This email is consistent with the vote that occurred at the July 16, 2012 Town of Collingwood Council Meeting relating to the recommended options for the new single pad arena as well as the fabric structure enclosure for the outdoor pool (Motion 330 in paragraph 96). I watched the Rogers Cable video recording for the Council meeting and confirmed that Councillor Joe Gardhouse was the only member of Town of Collingwood Council who voted against this motion.*

⁸⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

100. On July 16, 2012 at 10:32 p.m., Deputy Mayor Rick Lloyd and Councillor Dale West continued to exchange email correspondences.⁸⁸ I note in these correspondences that Deputy Mayor Rick Lloyd thanked Councillor Dale West for his support. The email reads as follows (read from the bottom):

----- Original Message -----
 From: Dale West
 Sent: Monday, July 16, 2012 10:34 PM
 To: Rick Lloyd
 Subject: Re: Joe

It was right thing to do
 Dale West
 Sent from Blackberry Mobile Device

----- Original Message -----
 From: Rick Lloyd
 Sent: Monday, July 16, 2012 10:32 PM
 To: Dale West
 Subject: Re: Joe

Thanks for your support tonight

 Sent from Blackberry Mobile Device

101. Tom Lloyd from Sprung Instant Structures was keenly aware of the events of the July 16, 2012 Town of Collingwood Council meeting and he was aware municipal staff were directed to look into recreation building options and present a report back to Council at the end of August 2012.⁸⁹ I noted from my review of his interview that Tom Lloyd told investigators that after this July 16, 2012 Council meeting he was not sure Sprung Instant Structures would get the contract as some of the individual Council members were opposed to the idea of a fabric membrane structure.

102. On July 17, 2012, Deputy Mayor Lloyd and Councillor Dale West continue to exchange email correspondences at 10:20 a.m.⁹⁰ I note that Councillor Dale West suggests that both Ameresco Canada and Sprung Instant Structures need to do depositions. The email is as follows (please read from the bottom):

⁸⁸ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁸⁹ I know this from reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013

⁹⁰ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Rick Lloyd
 Sent: July 17, 2012 2:15 PM
 To: Dale West
 Subject: Re: Joe

Agreed

Sent from Blackberry Mobile Device

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

From: Dale West
 Sent: Tuesday, July 17, 2012 10:20 AM
 To: Rick Lloyd
 Subject: Re: Joe

So now do we have sprung and ameresco both do. Deps and then make sure staff is following up Dale West Sent from Blackberry Mobile Device

103. WGD Architects was contacted in mid-July 2012 and "asked to develop a program and budget for a single pad facility at Central Park".⁹¹ I have reviewed this document and note that Dave Debrus [WGD Architects] believes that this change in focus was as a result of the Town of Collingwood Council meeting on July 16, 2012.

104. On July 19, 2012, Dave Barrow of BLT Construction Services Inc. completed a draft budget for this Town of Collingwood project and provided it to Dave Macneil from Sprung Instant Structures.⁹² I confirmed that the budget relates to covering the pool and the building of the new arena for the Town of Collingwood.

105. On July 20, 2012, Dave Barrow from BLT Construction Services reported having his first meeting with the Town of Collingwood and Sprung Instant Structures - although he was not able to provide any information as to where this meeting occurred and who from the Town of Collingwood was in attendance.⁹³

Introduction of Green Leaf Distribution Inc. to BLT Construction Services

106. On July 20, 2012, Dave Barrow received a telephone call from Tom Lloyd of Sprung Instant Structures.⁹⁴ I learned that it was during this conversation that Tom Lloyd requested BLT Construction Services meet with Green Leaf Distribution to discuss a possible turnkey contract with the Town of Collingwood for the pool enclosure and the new arena. I learned that a meeting was scheduled for July 26, 2012 at the BLT Construction offices.

⁹¹ I learned this from my review of a document titled "Collingwood Central Park Event Summary - WGD Architects"

⁹² I learned this from my review of the "BLT sequence of meeting for Collingwood project".

⁹³ I know this from reviewing the witness interview transcripts of Dave Barrow given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 30, 2013

⁹⁴ I learned this from my review of the "BLT sequence of meeting for Collingwood project".

Affiant's Notes: This introduction of BLT Construction Services to Green Leaf Distribution Inc. is important to the allegations set forth in this ITO. Green Leaf Distribution Inc. was ultimately paid a substantial sum of money for alleged consulting services to assist BLT Construction Services in securing the Town of Collingwood Sprung Instant Structures project contract. This issue is central to the criminal allegation detailed in this ITO and will provide additional information on this issue later in this ITO.

I note that the request to have BLT Construction Services involve Green Leaf Distribution Inc. originated from Tom Lloyd of Sprung Instant Structures. I believe this is important as there is some evidence that Tom Lloyd's motivation to engage with Green Leaf Distribution Inc. originated out of his concerns about Sprung Instant Structures may not get the contract with the Town of Collingwood (as detailed in paragraph 101).

107. I reviewed the witness interview Dave Barrow from BLT Construction provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on July 30, 2013. The focus of this paragraph will be BLT Construction's involvement with Green Leaf Distribution Inc. in this Town of Collingwood project. From my review I learned the following relevant information:

- a. BLT Construction dealt with a local Collingwood consulting company, Green Leaf Distribution Inc., in order to put together a deal for a sole source budget for the Town of Collingwood Sprung Instant Structures project.
- b. BLT Construction Services had not previously been through the sole source process.
- c. Green Leaf Distribution Inc. became involved with BLT Construction Services on July 20, 2012. Dave Barrow was introduced to Green Leaf Distribution Inc. through Tom Lloyd of Sprung Instant Structures.
- d. Green Leaf Distribution Inc. proposed a sole source budget for the Town of Collingwood to build the new arena and cover the pool. Dave Barrow did not know what Green Leaf Distribution Inc. expertise was in sole source procurement.
- e. If BLT Construction Services signed a contract with the Town of Collingwood - BLT Construction Services would pay Green Leaf Distribution Inc. a percentage fee. If BLT Construction Services did not enter into a contract with the Town of Collingwood - BLT Construction Services would not pay Green Leaf Distribution Inc. a fee. The Green Leaf Distribution Inc. fee was based on the original contract amount, not the value of any change orders.
- f. Abby Stec told Dave Barrow that she had done a few jobs with the Town of Collingwood, such as schools.

- g. Dave Barrow stated that the front person for Green Leaf Distribution Inc. was Abby Stec, but that Paul Bonwick was associated later on in this project. Dave Barrow had minimal conversation with Paul Bonwick. Dave Barrow advised that Paul Bonwick came to one meeting and said that, **“they need to make it so the Town would see a whole package rather than going through a full tendering package.”**
- h. To substantiate the consulting fee, Green Leaf Distribution Inc. assisted BLT Construction Services with the sole source turnkey proposal. There were meetings concerning what the Town of Collingwood required and what BLT Construction Services needed to do for the turnkey proposal. BLT Construction Services and Green Leaf Distribution Inc. had approximately six meetings.
- i. Dave Barrow did not know if the Town of Collingwood knew that BLT Construction Services was using a consultant. Dave Barrow advised that he never mentioned this fact to the Town of Collingwood. Dave Barrow did not recall any conversations with anyone from the Town of Collingwood concerning Green Leaf Distributions’ involvement. Dave Barrow did believe that there was some email correspondence with members of the Town of Collingwood listed, such as Acting CAO Ed Houghton, and members of Green Leaf Distribution Inc. Dave Barrow was aware that Acting CAO Ed Houghton and Abby Stec know each other. Dave Barrow confirmed there were no joint meetings involving the Town of Collingwood, Sprung Instant Structures, BLT Construction Services and Green Leaf Distribution Inc. in July or August of 2012.
- j. Dave Barrow was not aware if Green Leaf Distribution Inc. had the ability to influence the Town of Collingwood in bypassing its procurement process and proceed with a sole source.
- k. Dave Barrow was told by Green Leaf Distribution Inc. that, “if they (BLT Construction Services) put a package together for a full turnkey package for the Town that it would be sole source based on the fact that you could not purchase a Sprung from anywhere else in the world or any kind of building such as a Sprung.”
- l. Green Leaf Distribution assisted BLT Construction Services in preparing the budgets for the Town of Collingwood Sprung Instant Structures project. Dave Barrow received direction on what to include for presentation to the Town of Collingwood.

108. On July 23, 2012, Tom Lloyd of Sprung Instant Structures met with Brian Gregerson of WGD Architects.⁹⁵ I learned the purpose of this meeting was that WGD Architects were seeking additional technical information related to the Sprung Instant Structure for their research.

⁹⁵ I know this from reviewing the witness interview transcripts of Tom Lloyd given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 9, 2013

Affiant's Note: WGD Architects had been tasked by the Town of Collingwood to assist with gathering technical information to complete a comparison study in relation to the Staff Report EMC 2012-01. In order to complete their research into this matter WGD Architects required the assistance of Sprung Instant Structures. I will reference this matter in greater detail later in this ITO.

109. On July 24, 2012, Dave McNalty [Manager Fleet, Facility and Purchasing] sent an email correspondence to Marjory Leonard [Treasurer].⁹⁶ I reviewed this email and note that Dave McNalty addressed the two conceptual ideas for the Central Park Arena as provided to him by Brian Gregersen of WGD Architects. I also noted that Dave McNalty clarified in the email that he had told WGD Architects the previous day to delay having any discussion with Sprung pending further direction.
110. On July 24, 2012, several email correspondences were exchanged between Town of Collingwood employees, Marjory Leonard [Treasurer], Acting CAO Ed Houghton, Larry Irwin [Director I.T. COLLUS], Sara Almas [Clerk] and Dave McNalty [Manager Fleet, Facility and Purchasing] relating to the work of WGD Architects.⁹⁷ The email reads as follows:

From: Marjory Leonard
 Sent: Tuesday, July 24, 2012 05:03 PM
 To: Ed Houghton; Larry Irwin; Sara Almas
 Cc: Dave McNalty
 Subject: Central Park

Follow up FYI...

I just talked to Dave and asked him to continue with WGD on the following items:

- Redrawing the schematics to save the ball diamonds in the north east and south west locations
- Redrawing the schematics to save the ball diamond in the south west and the south east (we can price or estimate the costs to bring this up to regulation)
- Pricing a bricks and mortar building that would be a phase 1 of a two pad configuration plus estimating the operating costs
- Pricing a pre-fabricated steel structure that would be phase 1 of a two pad configuration plus estimating the operating costs
- Leave the Sprung building pricing for now until the Management Team and Dave McNalty can meet with the Sprung people. Once we have the pricing and operating costs for the buildings from WGD, somebody (Ed, Dave, Sara and the Mgmt Team) will contact Sprung to get pricing to ensure that we are comparing apples to apples
- WGD will continue with the requested work on the EBMA
- Dave, JP, Wendy and potentially Dave Wood will work on Heritage Park and enclosing the outdoor pool
- We will not ask for any further work to be done in relation to any pool amenities at Central Park.

I think this covers it all. Dave if I missed anything please let me know.

Marj

⁹⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

⁹⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

111. Sara Almas [Clerk] was aware that meetings were ongoing between BLT Construction Services, Deputy Mayor Rick Lloyd and Acting CAO Ed Houghton during the months of July and August 2012.⁹⁸ I learned that Sara Almas was invited to one of those meetings but was not able to attend.

Affiant's Notes: I believe that this information and the information provided in the previous paragraph provides evidence that the Town of Collingwood employees and Deputy Mayor Rick Lloyd appeared to be having no difficulty communicating their recreational needs to Sprung Instant Structures and/or BLT Construction Services.

112. On July 24, 2012, Acting CAO Ed Houghton replied to Marjory Leonard [Treasurer], Larry Irwin [Director I.T. COLLUS], Sara Almas [Clerk] and Dave McNalty [Manager Fleet, Facility and Purchasing] on the issue of a pre-fabricated steel structure.⁹⁹ I reviewed this email and I believe that "DM" is an abbreviated form of "Deputy Mayor" and it is quite evident that meetings have taken place where clear direction has been given by Deputy Mayor Rick Lloyd as to who will be involved in this project and how it will proceed. I have attached the email below:

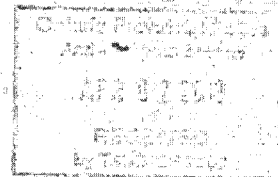
From: Ed Houghton
Sent: July-24-12 8:17 PM
To: Marjory Leonard; Larry Irwin; Sara Almas
Cc: Dave McNalty
Subject: Re: Central Park

Marjory:

I think there may be two things:

The first is we need to have the operational information for the bricks and mortar building and the structural (steel) building (actually I'm not sure where this building fits into the equation but I may have missed it). Secondly I think that the DM was pretty clear that he didn't want David Wood working on anything at this time.

Thanks.....Ed



113. On July 24, 2012, David McNalty [Manager Fleet, Facility and Purchasing] responded to Acting CAO Ed Houghton's question in the email detailed in the previous paragraph concerning "where this building fits into the equation".¹⁰⁰ I noted by David McNalty's response that he is of the belief he can carry on discussions with Sprung Instant Structures on covering Centennial Pool. I have attached the email below:

⁹⁸ I know this from reviewing the witness interview transcripts of Sara Almas given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on May 22, and November 14, 2013.

⁹⁹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁰⁰ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Dave McNalty
 Sent: Tuesday, July 24, 2012 09:47 PM
 To: Ed Houghton; Marjory Leonard
 Cc: Sara Almas; Larry Irwin
 Subject: Re: Central Park

The pre-fab steel type arena is in response to the request in our terms of reference for "other affordable structures" as a more or less direct comparison to a Sprung arena. This is in contrast to the "bricks and mortar" approach which I would essentially call Phase 1 of the overall Central Park plan as presented by the steering committee.

There are two components to the operational costs - energy, etc. And the staffing costs - these have to come from PRC.

Presumably, I'm still okay to carry on the discussion with Sprung on covering Centennial Pool, and I will discuss the rest of the Heritage Park things, to identify any concerns, with Brian/JP.

I should be able to keep the process moving forward within these boundaries if we are all in agreement.

Thanks,
 Dave

114. On July 25, 2012, Acting CAO Ed Houghton replied to David McNalty [Manager Fleet, Facility and Purchasing] in an email correspondence clearly setting out Acting CAO Ed Houghton is to be the only contact person with Sprung Instant Structures.¹⁰¹ I have included this email below:

From: Ed Houghton
 Sent: Wednesday, July 25, 2012 7:53 AM
 To: Dave McNalty
 Subject: RE: Central Park

Dave:

The last point I should make is that I will be the contact person with Sprung. The Deputy Mayor made that perfectly clear with me on the week-end.

Thanks.....Ed

Mr. Ed Houghton, President & CEO, Collingwood Utility Services
 Chief Administrative Officer, Town of Collingwood

Affiant's Notes: I believe that it is Deputy Mayor Rick Lloyd who has given this clear direction that Acting CAO Ed Houghton will be the only communication conduit with Sprung Instant Structures.

I also note in this email that Ed Houghton as 'dropped' the "Acting" designation from his CAO position in his electronic signature. For issues of clarity I will continue to make reference to Ed Houghton as the Acting CAO for the Town of Collingwood as per By-Law 2012-051.

¹⁰¹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

115. On July 25, 2012, David McNalty [Manager Fleet, Facility and Purchasing] exchanged email correspondences with Brian Gregersen and Richard Debrus from WGD Architects.¹⁰² I have attached the email below and I note from my review of this email I believe these following to be relevant issues:

- a. It is evident that David McNalty and Brian Gregersen had a telephone call relating to the issues identified in this email.
- b. In point # 3 - WGD Architects had been contracted by the Town of Collingwood to complete a report comparing a pre-engineered building to a generic roof membrane system (the type of structure engineered by Sprung Instant Structures) but yet David McNalty was directing WGD Architects not to have any contact with Sprung Instant Structures. In order for an in-depth comparison of the two building types, I believe it would be both reasonable and practical that WGD Architects would require technical data from Sprung Instant Structures to complete the assigned task on behalf of the Town of Collingwood.

From: Dave McNalty [mailto:dmcnalty@██████████]
Sent: July-25-12 2:07 PM
To: Brian Gregersen
Cc: 'Richard Dabrus'
Subject: RE: Collingwood Study

See comments below in RED.

From: Brian Gregersen [mailto:██████████@wgdarchitects.com]
Sent: Wednesday, July 25, 2012 12:39 PM
To: Dave McNalty
Cc: 'Richard Dabrus'
Subject: Collingwood Study

Dave, Thanks for the phone call and direction. The summary is as below:

1. Option 1 – Site Plan: Arena to north east quadrant of site with the retention of the 2 baseball fields on the south portion of the site. Ball diamonds will require some upgrades. Correct
2. Option 2 – Site Plan: Arena to the south-west SOUTHEAST on the site and the retention of 2 baseball fields along in the north east and south-east-side SOUTHWEST quadrants of the site. The diamonds are in two opposite corners in this case, not beside each other.
3. The arena design concept will focus on the pre-eng structure and a generic roof membrane system. Sprung is not to be contacted at this time. Correct
4. Question re 2nd pad expansion given the site options. If we can fit it in we will try. Good
5. Operational costs are required for the stand alone facility. Also review the operating costs for the arena as part of the master plan concept. Yes
6. The pool is not to be included. Correct.

Thanks again Dave. I'm sure we will have additional questions as we proceed.
 Brian

¹⁰² This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

116. On July 25, 2012, Amanda Norris, the Administrative Assistant for the Town of Collingwood Engineering Department sent an email to Acting CAO Ed Houghton providing the contact information for Tom Lloyd of Sprung Instant Structures.¹⁰³

117. On July 26, 2012, BLT Construction Services had their initial meeting with Green Leaf Distribution Inc. at BLT Construction Services offices in Toronto.¹⁰⁴ I learned that the meeting attendees were Paul Bonwick and Abby Stec from Green Leaf Distribution Inc., Dave Barrow and Mark Watts of BLT Construction Services, and Tom Lloyd and Dave Macneil of Sprung Instant Structures. From my review of this document I learned the following relevant information:

- a. The purpose of this meeting was to introduce Green Leaf Distribution Inc. to BLT Construction Services.
- b. Green Leaf Distribution Inc. would assist BLT Construction Services in providing a turnkey proposal to meet the Town of Collingwood's recreational requirements.
- c. Abby Stec marketed Green Leaf Distribution Inc. and she explained that with the company's assistance, BLT Construction Services could get a contract for a turnkey proposal with the Town of Collingwood.
- d. If Green Leaf Distribution Inc. worked in conjunction with BLT Construction Services, then BLT Construction Services would be awarded the contract.
- e. Abby Stec stated that Green Leaf Distribution Inc. completed a number of large turnkey proposals with the Town of Collingwood.
- f. Green Leaf Distribution Inc. proposed to have BLT Construction Services enter into an Intermediary Contract with Green Leaf Distribution Inc.

118. On July 26, 2012 at 7:31 p.m., Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to David Barrow of BLT Construction Services thanking him for participating in their meeting.¹⁰⁵ I reviewed this email and noted Abby Stec stated that she looked forward to working with BLT Construction Services and she provided the location for the meeting between the Town of Collingwood, Sprung Instant Structures and BLT Construction Services the following day. I noted that this meeting was scheduled to occur at 10:00 a.m. at the Collingwood Utility Services (COLLUS building) at 43 Stewart Road in Collingwood.

¹⁰³ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁰⁴ I learned this from my review of the "BLT sequence of meeting for Collingwood project".

¹⁰⁵ This email correspondence was provided to police by David Barrow on September 11, 2013.

Affiant's Notes: I believe that this email is evidence that someone from Green Leaf Distribution Inc. had a conversation with someone from the Town of Collingwood to set up this meeting as scheduled. Communications between Green Leaf Distribution Inc. and the Town of Collingwood is a central issue in this investigation and I will detail the importance of this relationship later in this ITO.

119. On July 27, 2012, a meeting took place at the Town of Collingwood Utilities Services boardroom between BLT Construction Services, Sprung Instant Structures and the Town of Collingwood.¹⁰⁶ From my review of this document I learned the following relevant information:

- a. The Town of Collingwood representatives were Deputy Mayor Rick Lloyd, Acting CAO Ed Houghton, Marjory Leonard [Treasurer], Larry Irwin [Director of I.T. COLLUS] and Dave McNalty [Manager Fleet, Facility and Purchasing].
- b. The BLT Construction representative was David Barrow. The Sprung Instant Structures representatives were Tom Lloyd and Dave Macneil.
- c. Issues discussed at the meeting were design proposals that would be involved with each structure - the arena and outdoor pool - and interior options for both. An options "wish list" for the project was also discussed.

Affiant's Notes: I noted that neither Abby Stec nor Paul Bonwick of Green Leaf Distribution Inc. participated in this meeting. This observation is consistent with information Dave Barrow of BLT Construction Services provided in his witness interview that the representatives from the Town of Collingwood and Green Leaf Distribution Inc. never jointly participated in any meetings with BLT Construction Services or Sprung Instant Structures about the Town of Collingwood/Sprung Instant Structures project.

120. On July 27, 2012, David Macneil of Sprung Instant Structures sent an email correspondence to Acting CAO Ed Houghton with formal greetings of thanks.¹⁰⁷ I reviewed this email and learned that David Macneil provided a link to sample drawings for the proposals by Sprung Instant Structures. I noted that Acting CAO Ed Houghton forwarded this email message to Town of Collingwood employees Dave McNalty [Manager Fleet, Facility and Purchasing], Larry Irwin [Director of I.T. COLLUS], Marjory Leonard [Treasurer] and Sara Almas [Clerk].

121. On July 30, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Dave Barrow of BLT Construction Services in regards to the meeting previously held on July 27, 2012, at the Town of Collingwood Public Utility boardroom.¹⁰⁸ I reviewed this email and noted

¹⁰⁶ I learned this from my review of the "BLT sequence of meeting for Collingwood project".

¹⁰⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁰⁸ This email correspondence was provided to police by David Barrow on September 11, 2013.

that Abby Stec attached a standard non-disclosure agreement relating to the future relationship between BLT Construction Services and Green Leaf Distribution. I also noted that Abby Stec commented that Green Leaf Distribution Inc. would prepare an agreement with BLT Construction Services.

122. On August 2, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email to Dave Barrow and carbon copied to Mark Watts, both of BLT Construction Services, with attachments detailing the scope of work for both the Town of Collingwood arena and pool projects.¹⁰⁹ I noted that the email identified Abby Stec of Green Leaf Distribution with the email address, [abbystec@\[REDACTED\]](mailto:abbystec@[REDACTED]) however Abby Stec's attached email signature information included her name as Abby Stec, 'LEED AP; Managing Partner, Board Chair, Environment Network', and her contact numbers and her email address of [abbystec@\[REDACTED\]](mailto:abbystec@[REDACTED]) and www.greenleafdistribution.ca.

Affiant's Notes: Compensio Communications and Green Leaf Distribution Inc. are companies owned by Paul Bonwick. I have knowledge that both Abby Stec and Acting CAO Ed Houghton have been board members for Environment Network.¹¹⁰

123. On August 2, 2012, Abby Stec sent an email correspondence to Tom Lloyd and Dave Macneil of Sprung Instant Structures, Dave Barrow and Mark Watts of BLT Construction Services and Paul Bonwick.¹¹¹ I reviewed this email and noted that Abby Stec has asked each of them to confirm availability for a telephone call at 4 p.m. to discuss the scope of work for the Town of Collingwood arena and pool.

124. On August 3, 2012, Larry Irwin [I.T. Director for COLLUS] forwarded an email to Dave Barrow of BLT Construction Services concerning the Centennial Pool Enclosure and Central Park Arena design components.¹¹² I reviewed this email and noted that this correspondence had originally been sent by Dave McNalty [Manager Fleet, Facility and Purchasing] to Town of Collingwood staff members, including Acting CAO Ed Houghton, Larry Irwin, Marjory Leonard [Treasurer], Sara Almas [Clerk] and Dennis Seymour [Town of Collingwood Arena Supervisor] the previous day. I also noted that Larry Irwin had forwarded this very same email to Dave Macneil of Sprung Instant Structures on this date.

Affiant's Notes: This email is another example that the Town of Collingwood and Sprung Instant Structures and/or BLT Construction Services were having no problems communicating about the recreational needs of the Town of Collingwood.

¹⁰⁹ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹¹⁰ ONBIS search conducted by Detective Constable Beverly Mackey on November 13, 2013.

¹¹¹ This document was provided to police by David Barrow on September 11, 2013

¹¹² This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

125. On August 3, 2012, Paul Bonwick sent an email correspondence to Dave Barrow and Mark Watts of BLT Construction Services, Abby Stec of Green Leaf Distribution Inc., and Tom Lloyd and Dave Macneil of Sprung Instant Structures.¹¹³ As detailed in the footnote, I note that this email correspondence was provided to police by David Barrow of BLT Construction Services as part of a package of emails relating to the Town of Collingwood Sprung Instant Structures project. Based on this fact, I believe that this email directly relates to the Town of Collingwood/Sprung Instant Structures project - even though this is not mentioned at all in the body of the email. I have attached the email and I will make further observations to the content in in this paragraph after the email.

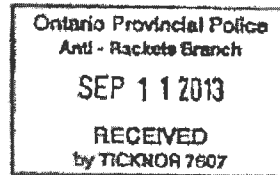
From: Paul Bonwick [mailto: [REDACTED]]
Sent: Friday, August 03, 2012 12:15 PM
To: 'Dave Barrow'; 'Abby Stec- Compenso'; [REDACTED]; [REDACTED]
Subject: RE: [REDACTED]
Importance: High

Good afternoon:

We need to organize a call to once again discuss our collective strategy. Ed was very confused regarding part of the discussion with Tom this morning. If there has been a change in approach I think we all need to understand it and then determine how we participate going forward.

Regards,
 Paul

Hon. Paul Bonwick P.C.
 Compenso Communications



I believe this email correspondence to be important to the allegations set forth in this ITO and I will detail my belief as follows:

- a. Despite information from Tom Lloyd of Sprung Instant Structures and David Barrow of BLT Construction Services that Abby Stec was the front person for Green Leaf Distribution Inc., this email provides evidence that Paul Bonwick is significantly involved in the BLT Construction Services/Sprung Instant Structures/Town of Collingwood project.
- b. Of particular interest is the comment in the email, "Ed was very confused regarding part of the discussion with Tom this morning".

Affiant's Notes: Paul Bonwick does not provide the last names for Ed and Tom in the above email, however I believe based on the context of the email that the first names are consistent with Town of Collingwood Acting CAO Ed Houghton and Sprung Instant Structures Regional Business Development Manager Tom Lloyd.

¹¹³ This email correspondence was provided to police by David Barrow on September 11, 2013.

- c. The email suggests there is some form of communication between Acting CAO Ed Houghton and Paul Bonwick about the Town of Collingwood Sprung Instant Structures project.

Affiant's Notes: This issue of who at the Town of Collingwood, aside from Acting CAO Ed Houghton, knew that Paul Bonwick and Green Leaf Distribution Inc. were involved in the Town of Collingwood/Sprung Instant Structures project is a key issue in this investigation and I will detail this later in this ITO.

126. On August 7, 2012, Dave Barrow of BLT Construction Services sent an email correspondence to Paul Bonwick in reply to the email referenced in the previous paragraph.¹¹⁴ I note that this email appears not to have been sent to or copied to Abby Stec. I believe this email correspondence is evidence demonstrating that Paul Bonwick is significantly involved in the Town of Collingwood Sprung Instant Structures project.

From: Dave Barrow [mailto: [REDACTED]]
Sent: Tuesday, August 07, 2012 10:47 AM
To: 'Paul Bonwick'
Subject: RE:

Paul

I believe we are all still on the same path with both projects. If Tom is steering waves let me know I will address this direct with him. We don't need this project being questioned we need it to go forward making the decision very simple and clean. Let me know what the issue is and again I will have the conversation with Tom.

Thanks

David Barrow
 Vice President
 BLT Construction Service Inc.
 Cell: [REDACTED]
 Office: [REDACTED]
 Fax: [REDACTED]

127. On August 7, 2012, several email correspondences are exchanged between Dave McNalty [Manager Fleet, Facility and Purchasing] and Acting CAO Ed Houghton.¹¹⁵ I have reviewed these emails and note they relate to the completion of Central Park Staff Reports (for Council) and information required from WGD Architects and Sprung Instant Structures. I will summarize the content:

- a. The email correspondence starts with Acting CAO Ed Houghton stating to Dave McNalty that the Central Park Staff Report must be completed by August 21, 2012, so that it can go to the department heads.

¹¹⁴ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹¹⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

- b. Dave McNalty replied that the Town of Collingwood has asked WGD Architects to have all the information back to them by August 15, 2012.
- c. Dave McNalty also commented that the Town of Collingwood will have to make sure all Sprung Instant Structures information is back to them by then as well.
- d. Acting CAO Ed Houghton replied to Dave McNalty's email with the following phrase; **"Remind me what WGD is doing again? It seems we may not need them."**

Affiant's Notes: As previously stated in this ITO, the Town of Collingwood contracted WGD Architects to complete a report at the request of Town of Collingwood Council that would compare a more traditional building structure to a fabric covered structure such as the product offered by Sprung Instant Structures. This report from WGD Architects would assist Town of Collingwood municipal employees with completing a staff report for Council so that Council as a whole could make an informed decision as to the available options for the Town of Collingwood recreational structures.

128. On August 8, 2012, Town of Collingwood Acting CAO Ed Houghton sent an email correspondence to Sara Almas [Clerk] Marjory Leonard [Treasurer], Marta Proctor [Director of Leisure Services] and Larry Irwin [I.T. Director COLLUS] about the topics for discussion at the EMT meeting.¹¹⁶ The proposed Sprung Instant Structures building over the ice pad and the Centennial pool were identified in the email as being on the meeting agenda.
129. On August 9, 2012, Marta Proctor [Director of Leisure Services] forwarded an email from Matthew Chung of WGD Architects to Dave McNalty [Manager Fleet, Facility and Purchasing].¹¹⁷ I noted that this email had several attachments with drawings for Central Park with various options including the Sprung Instant Structure.
130. On August 12, 2012, WGD Architects submitted a document to the Town of Collingwood detailing three site plan design options for the Town of Collingwood project.¹¹⁸ I reviewed this report and noted it contains a comparison between a pre-engineered structure and the membrane structure including a cost estimate for both the pre-engineered building and the fabric structure.

¹¹⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹¹⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹¹⁸ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

131. On August 12, 2012, Acting CAO Ed Houghton and Dave Barrow of BLT Construction Services exchanged several email correspondences relating to an upcoming Town of Collingwood Golf Tournament.¹¹⁹ I reviewed these email correspondences and note that Acting CAO Ed Houghton references two potential competitors to the BLT Construction Services/Sprung Instant Structures bid to secure the Town of Collingwood project. I believe that this demonstrates poor ethical behavior on Acting CAO Ed Houghton's behalf. I also note Acting CAO Ed Houghton's specific reference to "potential competitors" to Sprung Instant Structures is clearly false, as the evidence I have articulated up to this point in the chronology clearly suggests discussions are only on-going about a sole source agreement between the Town of Collingwood and BLT Construction Services.

On Aug 12, 2012, at 8:41 PM, Ed Houghton <[REDACTED]> wrote:

Guys:

I was just reviewing the details of Mayor Cooper's Golf Tournament that occurs this Thursday and noticed that you have two potential competitors involved in some way or another. One is actually playing in the tournament and the other is donating prizes. I was thinking that it may be wise to have a presence by donating to the cause. If you wish to do so let me know as soon as you can.

Thanks so much.....Ed

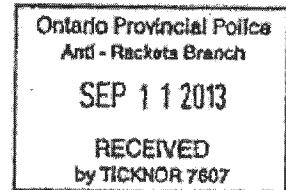
Mr. Ed Houghton, President & CEO, Collingwood Utility Services
Chief Administrative Officer, Town of Collingwood

From: Dave Barrow [mailto:[REDACTED]]
Sent: Sunday, August 12, 2012 11:59 PM
To: Ed Houghton
Subject: Re: Mayor's Golf Tournament

Ed

Can you and me the details. Is there spots still available. I will do a donation as well do you want prizes? Let me know.

Regards
David Barrow
Vice President



¹¹⁹ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Ed Houghton [mailto:ehoughton@bltconstruction.com]
Sent: Monday, August 13, 2012 4:45 AM
To: 'dave@bltconstruction.com'
Subject: Re: Mayor's Golf Tournament

Unfortunately there are no more spots available but a donation and prizes would be great. The hole sponsorship is full but I have a local guy that will be giving everyone a slice of pizza on one of the holes. You could sponsor him and would get great exposure. If you could either provide me with the details of your logo (BLT/Sprung) or if you have a sign I will have it on the tent.

This is great. Thanks.

Prizes are always appreciated as well.

I'm not sure how we can get the prizes etc. but I am in TO on Tuesday evening and Wednesday morning for Board Meetings.

Cheers.....Ed

132. On August 13, 2012, Abby Stec of Green Leaf Distribution Inc. forwarded a copy of the Intermediary Contract between BLT Construction Services Inc. and Green Leaf Distribution Inc. to Dave Barrow of BLT Construction Services.¹²⁰ I have reviewed this email and attachment. I note that the email was carbon copied to Paul Bonwick and that Abby Stec commented, "if you find the document contained is in order, please sign and return to our office by the end of the week".

133. I have reviewed the contents of the Intermediary Contract between BLT Construction Services Inc. and 2295210 Ontario Inc. (Green Leaf Distribution Inc.) that is attached to the email identified in the previous paragraph. In the following sub-paragraphs I will detail relevant information contained in the Intermediary Contract between BLT Construction Services and Green Leaf Distribution.

- a. I have reviewed Page One of the Intermediary Contract and noted it contained the following information:

¹²⁰ This email correspondence was provided to police by David Barrow on September 11, 2013.

AND WHEREAS Green Leaf is in the business among other things of acting as an intermediary in bringing companies like BLT into contact with third parties in situations where the needs of these third parties may be met by the products and services that BLT has to offer;

AND WHEREAS Green Leaf has expertise in consulting, strategic planning, prospect identification and matching third parties who have specific needs with companies such as BLT that have the capacity of fulfilling those needs;

AND WHEREAS once Green Leaf has matched a prospective third party with a company such as BLT which can implement the needs of the third party, Green Leaf also assists in its role as intermediary in assisting in the staging, backdrop, pricing and construction details to the extent required;

AND WHEREAS the third party leads that Green Leaf has are valuable and compensable to Green Leaf for which Green Leaf is entitled to be compensated by BLT in accordance with the provisions of this agreement.

Affiant's Notes:

The above paragraphs provide information that Green Leaf Distribution is a business that specializes in matching prospective clients who have specific needs with the products and services offered by BLT Construction Services. I would submit this role in relation to the Town of Collingwood had already been fulfilled by Pat Mills of Sprung Instant Structures.

I noted in paragraph three in the above inserted document, that the Intermediary Contract sets out information that once Green Leaf Distribution Inc. has matched a third party with BLT Construction Services, Green Leaf Distribution Inc. assists with tasks like staging, backdrop, pricing and construction details. I noted that the evidence detailed to date in this ITO confirms that WGD Architects, Sprung Instant Structures and BLT Construction Services were fully engaged in these types of tasks with the Town of Collingwood prior to any involvement from Green Leaf Distribution Inc.

- b. I have reviewed Section Two of the Intermediary Contract titled " Green Leaf agrees to provide the following service(s):"

2. Green Leaf agrees to provide the following service(s):
- a) Providing to BLT the name and contact information (phone, fax, email addresses) of one or more third parties that Green Leaf believes would benefit from the services and materials that BLT has to offer
 - b) The third party(ies) that Green leaf will furnish to BLT will be third parties which to Green Leaf's knowledge and belief have not had a prior business relationship or ongoing business relationship or ongoing business discussions with respect to the business deal that Green Leaf proposes
 - c) through Green Leaf's third party prospect research and inventory of leads, Green Leaf will also provide to BLT a brief description of the needs of the third party and how BLT should be able to meet those needs with the materials and services BLT provides
 - d) if BLT is interested in doing work for the third party, Green Leaf will assist in putting the third party and BLT together to discuss the suitability of the matching
 - e) if the third party and BLT are interested in proceeding with a formal contract whereby BLT will be providing materials and or services to the third party, Green Leaf will assist BLT in formulating the applicable contract(s)

Affiant's Notes:

I believe that Green Leaf Distribution Inc. was not involved with establishing the relationship between BLT Construction Services and the Town of Collingwood - as the Town of Collingwood already had an established relationship with BLT Construction Services. As I have detailed earlier in this ITO, in late June 2012 and into July 2012, the Town of Collingwood had already engaged BLT Construction Services to provide a draft budget to cover the pool and outdoor arena. Evidence detailed in paragraph 104 demonstrates that Dave Barrow of BLT Construction Services provided this draft budget to Dave Macneil of Sprung Instant Structures and met with Town of Collingwood staff to discuss the draft.

- c. I reviewed Section Six of the Intermediary Contract titled, "Compensation to Green Leaf by BLT":

BLT hereby agrees that it will treat the following information as strictly confidential, whether or not a contract is ultimately entered into between BLT and a third party introduced by Green Leaf:

- a) The names, addresses, contact information of any third party provided to BLT by Green Leaf
- b) Details of any compensation paid by BLT to Green Leaf

Affiant's Notes: This section makes it clear that details of any compensation paid by BLT Construction Services to Green Leaf Distribution shall be treated strictly confidential. This issue is relevant to the Town of Collingwood/BLT Construction Services project and I will make further reference to this matter later in this ITO.

- d. I reviewed the Intermediary Contract and noted that Section Five was titled, "Compensation to Green Leaf by BLT". Section five contains the following information:
- a) BLT shall pay compensation to Green Leaf in an amount that Green Leaf in its discretion determines appropriate above and beyond the agreement fixed fee from BLT
 - b) Compensation is due to Green Leaf upon signing the of the contract between BLT and the third party.
 - c) Compensation is not to be paid to Green Leaf by way of direct or re-directed deposit or advance by the third party, it is to be paid by BLT from BLT
 - d) Compensation is to be paid by way of bank draft or bank transfer deposit
 - e) HST is "in addition" to any compensation

Affiant's Notes: I believe section five stipulates that BLT Construction Services shall pay its contractual fees to Green Leaf Distribution Inc. directly by bank draft or bank transfer deposit. Section five makes it clear that Green Leaf Distribution Inc. is not to be paid in anyway by the third party (Town of Collingwood). I will provide additional comment of this at a subsequent point in this ITO.

134. On August 14, 2012, Town of Collingwood Councillor Dale West and Deputy Mayor Rick Lloyd exchanged several emails in response to an earlier email correspondence sent by Deputy Mayor Rick Lloyd to members of Town of Collingwood Council and staff members.¹²¹ I reviewed these email correspondences and noted that they were all titled: "FRIENDS OF CENTRAL PARK COLLINGWOOD – DO IT ONCE AND DO IT RIGHT!" I note that the original message was written by Brian Saunderson of the Steering Committee. I also noted that in the original message, Brian Saunderson updated the residents of Collingwood about the plans for recreational facilities. I noted that in Councillor Dale West's reply email to Deputy Mayor Rick Lloyd - he inquired what the latest news was from Sprung and he stressed that it was necessary to talk with Ameresco. In the email, Councillor West stated, "we should have all that info straightened out for the 27th".

Affiant's Note: I believe this to be a reference to the upcoming Town of Collingwood Council meeting on August 27, 2012.

¹²¹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

135. On August 15, 2012, Abby Stec sent an email correspondence to Paul Bonwick, carbon copied to Mark Watts and Dave Barrow of BLT Construction Services.¹²² I reviewed this email and noted that Abby Stec provided information that she would be available later in the morning. I also noted that this email was in response to an original email correspondence sent from Paul Bonwick on August 15, 2012 requesting a conference call later in the morning. I note that there is no further information provided about the nature of the conference call.
136. On August 15, 2012, Marta Proctor [Director of Leisure Services] sent an email correspondence to Brian Gregersen and Richard Dabrus of WGD Architects asking them to expedite the work they were doing for the Town of Collingwood.¹²³ I reviewed this email and learned that Marta Proctor stated that WGD Architect's information was required for the Town of Collingwood's internal report. I note that according to WGD Architects, this report was to be "an options analysis for a Pre-engineered structure versus a membrane structure".¹²⁴
137. On August 16, 2012, Richard Dabrus from WGD Architects responded to Marta Proctor's email (detailed in the previous paragraph) and agreed to prepare something for that morning.¹²⁵ I reviewed this email and learned that Richard Dabrus cautioned that the operating costs were preliminary.
138. As detailed earlier in this ITO, the Town of Collingwood staff were tasked with preparing Staff Report to address the Steering Committee Proposal. Sara Almas [Clerk] detailed in her witness interviews to investigators (sourced previously in this ITO) that there were several 'drafts' of this Staff Report. Sara Almas indicated that the initial draft report recommended that the Town of Collingwood issue a Request For Proposal (RFP) on the future building structure.¹²⁶ I learned from my review of the interviews with Sara Almas, the following information:
- a. She held the belief that there was some pressure from Deputy Mayor Rick Lloyd and Acting CAO Ed Houghton to confirm that Sprung Instant Structures was the only supplier of a fabric membrane structure.
 - b. She believed Deputy Mayor Rick Lloyd and the Acting CAO Ed Houghton had a big 'push on' to drive this thing through - as Deputy Mayor Rick Lloyd wanted to be seen as getting things done in his term.
 - c. There were three objectives for Town of Collingwood Council to meet in the current term. Recreational facilities being one of those objectives.

¹²² This email correspondence was provided to police by David Barrow on September 11, 2013.

¹²³ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹²⁴ I learned this from my review of a document titled "Collingwood Central Park Event Summary – WGD Architects".

¹²⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹²⁶ I know this from reviewing the witness interview transcripts of Sara Almas given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on May 22, and November 14, 2013.

- d. She believed that there was some due diligence completed in regards to the different types of fabric membrane structures. Sara Almas did not believe that anything more than a Google Search¹²⁷ was completed and that Marjory Leonard [Treasurer] was involved in this process.
- e. She believed that as a result of this due diligence computer search, the decision was made to sole source the contract to Sprung Instant Structures, and ultimately BLT Construction Services, who is Sprung Instant Structures' builder of choice.
- f. She believed that a document was developed after the final decision to purchase the Sprung Instant Structures was made by Council at the August 27, 2012 Council Meeting, to chart the information obtained through the due diligence process.

Affiant's Notes: I have learned that while the Town of Collingwood appeared to be seriously pursuing Sprung Instant Structures and BLT Construction Services as the solution to the town's recreations needs, the Town of Collingwood Steering Committee continued to do work on what it had originally been tasked to do by the Town of Collingwood Council – which was prepare a transparent and comprehensive options proposal for consideration.

139. On August 16, 2012, the Town of Collingwood Steering Committee released their proposal for new recreational facilities. In bold letters at the forefront of the report it states, "TO BE READ INTO THE PUBLIC RECORD REGARDING RECREATIONAL FACILITIES IN COLLINGWOOD – COUNCIL MEETING MONDAY AUGUST 27TH 2012." I have reviewed this report and note the following relevant information contained within:

- a. This report discussed two options available to the Town of Collingwood. These options are quoted as follows:
 - i. A multi-purpose Recreation Community Centre
 - ii. Three separate buildings - one indoor pool at Heritage Park, to refurbish the Eddie Bush Arena and a separate ice pad at Central Park.
- b. The report detailed capital budget comparative factors, the operating budget comparison for a Multi-use facility as compared to operating three separate sites (the report indicated a MURF would save the Town of Collingwood approximately \$625,000.00 annually), planning issues, research on the temporary structure, infrastructure funding, and general comments.

¹²⁷ Google Search is a web search engine owned by Google Inc., and is the most-used search engine on the World Wide Web handling more than three billion searches each day. The main purpose of Google Search is to hunt for text in publicly accessible documents offered by web servers.

- c. At the end of the report, the Steering Committee presented the following proposed motion to Council for consideration,

"That Council complete the development of a funding model for the Central Park Recreation Community Centre through a Phase Two Steering Committee and consider other facility development options including phasing if and only if a successful funding model cannot be developed,

That a complete comparative analysis be developed of priority options for consideration including capital and operating costs, impact on the tax payer, including public consultation responses garnered in the process and recommended next steps,

And further that the Phase Two Steering Committee report back to Council by December 31st 2012 on their findings."

140. On August 17, 2012, Mark Watts from BLT Construction Services sent an email correspondence to Abby Stec responding to the Intermediary Contract email he received from Abby Stec as previously detailed in paragraph 132 and 133.¹²⁸ I reviewed this email and learned Mark Watts sent the email reply to Abby Stec with a carbon copy to Paul Bonwick. I noted that in his response, Mark Watts made various language changes and additional provisions to the Intermediary Contract between Green Leaf Distribution Inc. and BLT Construction Services. I noted that the suggestions made by Mark Watts related to Section Five of the contract about compensation to Green Leaf Distribution Inc. by BLT Construction Services. I noted that Mark Watts suggested more detailed terms under which compensation would be administered. I also noted that Abby Stec replied to his email stating that she and Paul Bonwick would review the modifications.

141. On August 17, 2012, Dave McNalty [Manager Fleet, Facility and Purchasing] sent an email correspondence with an electronic brochure detailing Sprung Instant Structures to WGD Architect representatives Richard Dabrus and Brian Gregersen.¹²⁹ Richard Debus advised that this Sprung brochure allowed WGD Architects "to do a comparative analysis of building components between a pre-engineered structure and a fabric structure".¹³⁰ I noted that this email correspondence was carbon copied to Marta Proctor [Director of Leisure Services] and at the conclusion of this email Dave McNalty reminded WGD Architects 'not to contact the manufacturer'. I believe that the 'manufacturer' who Dave McNalty is referencing to be "Sprung Instant Structures" as the attachment to this email correspondence is identified as 'SprungPerformanceArenas[1].pdf'. I have inserted this email below:

¹²⁸ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹²⁹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³⁰ I learned this from my review of a document titled "Collingwood Central Park Event Summary – WGD Architects".

From: Dave McNalty
Sent: August 17, 2012 9:00 AM
To: Richard Dabrus
Cc: Brian Gregersen; Marta Proctor
Subject: Insulated Fabric Membrane Structure
Attachments: SprungPerformanceArenas[1].pdf

Richard,

Attached is a brochure on insulated Fabric Membrane arenas. In terms of thermal performance, their claim is R-30. The aluminum extrusions are placed in the range of 10 – 12 feet apart and between each is outside membrane – 9" insulation – inside membrane. There is no thermal break in the aluminum extrusions, but they are spaced quite far apart.

Remember, you are not to contact the manufacturer in conjunction with this project at this time.

Thanks,

Dave McNalty
 Manager - Fleet, Facilities and Purchasing
 Town of Collingwood

142. On August 17, 2012, Marjory Leonard [Treasurer] sent an email correspondence to Acting CAO Ed Houghton requested that he contact Sprung/BLT Construction as soon as possible to obtain pricing information.¹³¹
143. On August 17, 2012, Marta Proctor [Director of Leisure Services] received projected construction and operating budgets from Richard Dabrus from WGD Architects.¹³² I reviewed these emails that started on August 15 and ended on August 17, 2012, and learned that WGD Architects provided construction costs to the Town of Collingwood detailing a comparison of pre-engineered structures versus membrane structures.¹³³
144. I have read this WGD Architects report that was provided to Marta Proctor [Director of Leisure Services] and Town of Collingwood. The report provides what I believe to be a comprehensive comparison between the two types of structures (pre-engineered structures versus a membrane structures), including cost estimates - as requested by Town of Collingwood staff. This WGD Architects report appears to be consistent with the Council motion from July 16, 2012 and detailed in paragraph 96, in that it provided the Town of Collingwood staff with a detailed comparison of building types to facilitate the completion of a Staff Report to Council.

¹³¹ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³² This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³³ I learned this from my review of a document titled "Collingwood Central Park Event Summary – WGD Architects".

145. On August 17, 2012 at 5:02 p.m., Marta Proctor [Director of Leisure Services] sent an email correspondence with an attachment to Marjory Leonard [Treasurer], Sara Almas [Clerk] and Acting CAO Ed Houghton.¹³⁴ I learned that she was providing the complete WGD Architects report on the building structure comparison originally requested by Town of Collingwood staff to assist with the drafting of the Staff Report to Council.

Affiant's Note: *This email and attachment confirms that all of the members of the Town of Collingwood EMT received the report from WGD Architects.*

146. On August 17, 2012, several email correspondences are exchanged between Marjory Leonard [Treasurer], Marta Proctor [Director of Leisure Services], Acting CAO Ed Houghton and Sara Almas [Clerk].¹³⁵ I reviewed these emails and noted that the original email had been sent from WGD Architects. In this email Acting CAO Ed Houghton is questioning why WGD Architects provided a report for both types of buildings. I noted that Marjory Leonard replied with the following information:

From: Marjory Leonard
Sent: August 17, 2012 5:19 PM
To: Marta Proctor; Ed Houghton; Sara Almas
Subject: Re: Revised Collingwood Reports & Drawings

Ed, my recollection was that in order to compare the costs of a bricks & mortar building and the prefabricated steel structure with Sprung we were using WGD for those estimates. They had the original costings for the brick building and we needed the prefab costings as well.

147. On August 18, 2012, Marjory Leonard [Treasurer] sent an email correspondence to Acting CAO Ed Houghton, Larry Irwin [Director of I.T. COLLUS], Sara Almas [Clerk], Marta Proctor [Director of Leisure Services] and Dave McNalty [Manager Fleet, Facility and Purchasing].¹³⁶ I have reviewed this email and note the subject line reads, "Draft #1 of Centennial/Central Park staff report". I learned that in the email, Marta Proctor discusses the draft report and areas that she feels need more information.

148. On August 18, 2012, Acting CAO Ed Houghton and Dave McNalty [Manager Fleet, Facility and Purchasing] exchanged email correspondence in response to the WGD Architect report detailed in the previous three paragraphs.¹³⁷ I have reviewed these emails and I believe that the comments are related to the preparation of Staff Report 2012-01. Dave McNalty provided reasons to Acting CAO Ed Houghton for the inclusion of WGD Architect's report, however what I find concerning are Dave McNalty's comments, "I think I do understand how the numbers might turn out, but have structured so that we can manipulate it as required."

¹³⁴ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹³⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

I have attached the emails below:

From: Ed Houghton
Sent: Saturday, August 18, 2012 02:53 PM
To: Dave McNalty
Subject: FW: Revised Collingwood Reports & Drawings

Dave:

I think you and I need to have a discussion and get moving in the same direction.

Ed

Mr. Ed Houghton, President & CEO, Collingwood Utility Services Corp.
 Acting Chief Administrative Officer, Town of Collingwood

From: Dave McNalty
Sent: August 18, 2012 7:02 PM
To: Ed Houghton
Subject: Re: Revised Collingwood Reports & Drawings

Ed,

Sorry, I was cutting grass this afternoon and left my phone on the bench in the garage.

I agree that we should discuss it. I'm not sure how you want to present this, and there is already a draft of the report from Marjory.

No one said that we still didn't want the cost of a bricks, mortar and steel arena -at least to me. Some of the other commentary that WGD provided was voluntary. Probably protecting their position a little. We didn't ask for anything to do with schedule, at least I didn't. We were looking for building cost and operating cost primarily, for comparison. They did provide some options with regard to energy efficiency, adding to the cost, which I will include in the model.

I worked on the financial comparison template this morning and will expect to finish it tomorrow morning with plugged numbers for the Sprung option. I think I do understand how the numbers might turn out, but have structured so that we can manipulate it as required. Or is a comparison not advisable?

Give me a call tomorrow morning sometime if you like, otherwise suggest a time and place. I have some commitments tomorrow afternoon.

Thanks,
 Dave

149. On August 19, 2012, several email correspondences were exchanged between Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd relating to the Marjory Leonard's [Treasurer] first draft of the Staff Report EMC 2012-01.¹³⁸ I have reviewed these emails and I do believe that at this juncture, from the comments made by the participants in this email conversation, that this Staff Report is in fact a first or initial draft. I have provided detailed evidence previously in this ITO that the Staff Report EMC 2012-01 is in essence, a 'research report' being prepared by Town of

¹³⁸ This email correspondence was certified as true and received from Sara Almas [Clerk] on November 14, 2013.

Collingwood staff for the benefit of Council members. I have provided evidence that this Staff Report is intended to assist with informing Council members about the building options to-be-presented at the August 27, 2012, Council meeting. Once completed and final, the Staff report will be made available to all members of Council for review in the days prior to the August 27, 2012 Council meeting. I have reviewed these emails and will detail my analysis on the content below. Please read from the bottom up:

From: Rick Lloyd
Sent: Sunday, August 19, 2012 11:29 AM
To: Ed Houghton
Subject: Re: Draft #1 of Centennial/Central Park staff report

~~Rebecca Lynn Dahl~~
 Rebecca Lynn Dahl

Good I also see some other areas that need reworded
 ie "no other pools in Ontario of this construction" I would rather indicate that there are many pools in north america with this construction.
 I find there is a little negative spin on some of her report.
 I don't think it is intentionally done that way but it needs the Ed Houghton positive spin in a redraft.
 She writes like an accountant.
 As well we must be careful not to give too much information

Sent from Blackberry Mobile Device

From: Ed Houghton
Sent: Sunday, August 19, 2012 11:19 AM
To: Rick Lloyd
Subject: Re: Draft #1 of Centennial/Central Park staff report

I have suggested to Marj to copy you but I have had some minor resistance. She will send by tomorrow however.

Sent from Blackberry Mobile Device

From: Rick Lloyd
Sent: Sunday, August 19, 2012 11:17 AM
To: Ed Houghton
Subject: RE: Draft #1 of Centennial/Central Park staff report

I don't like the phrase " IF COUNCIL CHOOSES TO PROCEED" Take that out as it leaves an impression that maybe we shouldn't proceed
 Still reading it though lol

From my review of these email correspondences I have formed the following opinions:

- a. I believe that Acting CAO Ed Houghton's reference to "Marj" is Town of Collingwood Treasurer Marjory Leonard. I base this on evidence I have detailed in paragraph 147 and 149.

- b. Deputy Mayor Rick Lloyd's direction to Acting CAO Ed Houghton to **take that out of the report** potentially prohibits members of Council from making an informed decision, as they may not have all the facts.
- c. Deputy Mayor Rick Lloyd is providing direction to Acting CAO Ed Houghton in relation to the Staff Report that is to be delivered to Council, stating, "**we must be careful not to give too much information**". This statement by Deputy Mayor Rick Lloyd is completely contradictory to the wording of the Motion 330, previously detailed in paragraph 96, "... develop a project timeline and **detailed estimates** and bring the report back to Council ..."

Affiant's Notes: I believe that the purpose of the Staff Report is to provide each member of Council with as much detail as possible so that they are able to make an informed decision on the matter that is before them. It is extremely concerning that Deputy Mayor Rick Lloyd is giving any type of direction, albeit through Acting CAO Ed Houghton, to the Town of Collingwood staff members preparing this Staff Report. This Staff Report is prepared independently from Council for good reason and is prepared for the benefit of Council. I believe that it would be common sense and good practice to prohibit individual Council members from offering any input on what content should be included or how this Staff Report should be prepared or read.

150. On August 19, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Dave Barrow and Mark Watts of BLT Construction Services.¹³⁹ I note that the email was carbon copied to Paul Bonwick and shows an attached Adobe .pdf file titled, "Contract PDF". Dave Barrow did not provide a copy of the attachment with the email. I will make comment on my analysis of this email and content after the body of the correspondence. The email reads as follows:

¹³⁹ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Abby Stec- Compenso [REDACTED]
Sent: Sunday, August 19, 2012 10:35 AM
To: 'Dave Barrow'; 'Mark Watts'
Cc: paulbonwick [REDACTED]
Attachments: Contract PDF.pdf

Dave, Mark,

Please find the attached contract for the recreational facilities in Collingwood. We have made the changes you asked for pertaining to the holdover and compensation section (b). Paul has had preliminary discussions with Ed regarding the first draw and it will be substantial enough to cover both the compensation and your initial operation costs. For this reason, 5(b) was left as it was.

Everything is moving forward as planned in Collingwood. As expected there have been some efforts on behalf of the co-chair of the Town's Parks, Recreation and Culture committee who has attempted to spark up a lobbying group to convince Council to go ahead with the 35 million dollar option in Central Park. He has demonstrated this type of approach before. There is a process in place for committees to report to Council. It appears that when Council does not follow his recommendations he goes to the media in an attempt to organize support in the community against Council.

We are managing the situation in a straightforward manner and it is expected that the said gentleman will be asked to step down from his position on Monday.

Enjoy the rest of the weekend and we look forward to receiving the quotes for the two facilities on Monday.

Regards,
Abby

From my review of this email correspondence I have formed the following opinions:

- a. Based on the content, I believe the email and the attached "Contract PDF" document relates to the Intermediary Contract between BLT Construction Services and Green Leaf Distribution as previously detailed in this ITO.
- b. Based on the content, it is clear that the above email relates to the Town of Collingwood and the recreational improvement project.
- c. I note that the last names of "Ed" and "Paul" are not identified in the above email. The email details a conversation between "Ed" and "Paul" and ties that conversation to section 5(b) of the Intermediary Contract that has been previously identified in this ITO as the section of the contract relating to compensation to Green Leaf Distribution by BLT Construction Services.

- d. The email describes a conversation between "Ed" and "Paul" about the first draw being enough to cover both the compensation for Green Leaf Distribution Inc. and BLT Construction Services initial operating costs. Given the content of the email, I believe that this references a conversation between Acting CAO Ed Houghton and Paul Bonwick about the Town of Collingwood's first payment to BLT Construction Services should a contract between the two be signed.
- e. The information described about this conversation is consistent with Abby Stec reporting to BLT Construction Services that: Acting CAO Ed Houghton has confirmed the first payment made by the Town of Collingwood will be sizable enough to cover the fee that BLT Construction Services will have to pay Green Leaf Distribution (pursuant to the Intermediary Contract), and BLT Construction Services' initial operation costs for the Town of Collingwood Sprung Instant Structures project.
- f. Of interest are the references Abby Stec makes about the Co-chair of the Town of Collingwood's Parks, Recreation and Culture Committee. The content of the email is consistent with Abby Stec and Paul Bonwick having inside information that the Co-Chair is going to-be-asked to resign on a future date (Monday). Abby Stec's use of the phrase, "**we are managing the situation in a straightforward manner**", and the wording in the rest of the email is consistent with Abby Stec and Paul Bonwick working with Acting CAO Ed Houghton on the "issues" described in the email.

Affiant's Notes: The issues I have described in the above email are central to the allegations described herein and I will articulate these more in detail at the conclusion of this ITO.

151. On August 20, 2012, Mark Palmer of Greenland Group of Companies exchanged several email correspondences with Sara Almas [Clerk] requesting an opportunity to make a formal presentation at the August 27, 2012, Town of Collingwood Council meeting.¹⁴⁰ I note that information in the email details that Deputy Mayor Rick Lloyd had earlier agreed to the deputation from the Ameresco-Greenland team.
152. On August 20, 2012, Abby Stec sent an email correspondence to Dave Barrow of BLT Construction Services inquiring if he had obtained the pricing for the two facilities.¹⁴¹ I reviewed this email and note that Dave Barrow replied to Abby Stec that she would receive the information before the end of the day.

¹⁴⁰ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁴¹ This email correspondence was provided to police by David Barrow on September 11, 2013.

153. On August 20, 2012, Dave Barrow of BLT Construction Services gave Green Leaf Distribution the budget for the Town of Collingwood arena and pool Sprung Instant Structures proposals.¹⁴² I reviewed this document and noted that Dave Barrow stated, "Green Leaf added their intermediary on top of BLT's bid price".

***Affiant's Notes:** This statement is consistent with Green Leaf Distribution's fee for work done on the Town of Collingwood/Sprung Instant Structures project being added to the bid price proposed by BLT Construction Services.*

154. On August 21, 2012, numerous relevant email correspondences were exchanged between a number of individuals involved in this investigation. There are email correspondences between Dave Barrow of BLT Construction Services and Abby Stec and Paul Bonwick of Green Leaf Distribution Inc.¹⁴³ There are also email correspondences between Paul Bonwick, Acting CAO Ed Houghton, Dave McNalty [Manager of Fleet, Facility and Purchasing], Deputy Mayor Rick Lloyd, Sara Almas [Clerk], Marjory Leonard [Treasurer], Larry Irwin [Director of I.T. COLLUS] and David Macneil from Sprung Instant Structures.¹⁴⁴ In the following sub-paragraphs, I have provided details of my review of these email correspondences, all occurring on this date:

- a. 8:10 a.m.: Abby Stec sent an email to Dave Barrow, which stated, "do you have the numbers for us? Please let me know ASAP".
- b. 8:55 a.m.: Dave Barrow replied to Abby Stec's email stating, "need one hour and half I need 1 item clarified with structural engineer. Sorry came up yesterday in review".
- c. 10:46 a.m.: Dave Barrow sent an email to Paul Bonwick and Abby Stec stating, "Here are the numbers for both locations arena and pool. Let me know what you wish to adjust too and I will re-submit to send to Ed".

***Affiant's Notes:** I noted that attached to the email are construction budgets for both the proposed Town of Collingwood pool and arena recreational facilities.*

- d. 11:17 a.m.: Paul Bonwick sent the following email to Dave Barrow and Mark Watts of BLT Construction Services:

¹⁴² I learned this from my review of the "BLT sequence of meeting for Collingwood project".

¹⁴³ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹⁴⁴ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

Dave Barrow



From: Paul Bonwick [REDACTED]
 Sent: Tuesday, August 21, 2012 11:17 AM
 To: Dave Barrow; Abby Stec
 Cc: 'Mark Watts'
 Subject: Re: Budgets for Sprungs

Hi Dave: Please let me know if you have time for a call at 2pm.
 The situation is very fluid at this time and requires our attention and input by end of day if we are to achieve a favorable outcome Monday.
 There is a considerable movement wanting a deferral providing an opportunity for a third party to make a recommendation, i.e., architect.

Regards,
 Paul
 Hon. Paul Bonwick P.C.
 Compense Communications
 Off: [REDACTED]
 Cell: [REDACTED]
 www.compense.ca

-Sent from my Blackberry.

Affiant's Notes: I believe that the reference to a favorable outcome on Monday refers to the August 27, 2012 Town of Collingwood Council meeting where Council will receive Staff Report (EMC 2012-01) on the Town of Collingwood recreational structures, as previously described in this ITD. The reference to the deferral and the architect is concerning as this relates to the Ameresco-Greenland proposal and the work being done for the Town of Collingwood by WGD Architects. Based on the content of the email I believe that Paul Bonwick is clearly making reference to inside information that he has received from someone within the Town of Collingwood municipal office.

- e. 11:42 a.m.: Dave McNalty [Manager of Fleet, Facility and Purchasing] forwarded an email from July 16, 2012, to Acting CAO Ed Houghton with comments about these documents no longer being available on the Sprung Instant Structures website. One minute later at 11:43 a.m., Acting CAO Ed Houghton forwarded this email from Dave McNalty to Paul Bonwick with no comments added. As a reminder to the reader, this original email provided budgets from Sprung Instant Structures for three proposed turnkey structures for the Town of Collingwood. The email string appears as follows (please read from the bottom up):

From: Ed Houghton [mailto:ehoughton@collingwood.on.ca]
 Sent: Tuesday, August 21, 2012 11:43 AM
 To: 'paulbonwick@greenleafdistribution.com';
 Subject: Fw: Sprung Structures for Collingwood, Ontario

Sent from BlackBerry Mobile Device

From: Dave McTatly
 Sent: Tuesday, August 21, 2012 11:42 AM
 To: Ed Houghton
 Subject: FW: Sprung Structures for Collingwood, Ontario

Ed,

If I am correct, I think they posted the original documents on the Sprung ftp site. The documents have since been removed, however I had printed them so attached are scanned versions.

Dave

From: David Macneil [mailto:david.macneil@collingwood.on.ca]
 Sent: Monday, July 16, 2012 4:04 PM
 To: Rick Lloyd
 Cc: Sandra Cooper; Dave McTatly; [lloyd@collingwood.on.ca]; Patrick Mills; Ed Houghton
 Subject: Sprung Structures for Collingwood, Ontario

Hello All

Using the link and password below you will be able to access 3 turnkey budgets and supporting documentation put together by Sprung and our alliance partner.

Affiant's Notes: The above email string provides evidence that Acting CAO Ed Houghton has forwarded an internal Town of Collingwood email about the Town of Collingwood Sprung Instant Structures project to Paul Bonwick of Green Leaf Distribution Inc. I will articulate the relevance of this action to the allegations at the conclusion of this ITO.

- f. 1:10 p.m.: Paul Bonwick forwarded the email string he received from Acting CAO Ed Houghton (described in the previous paragraph) to Dave Barrow and Mark Watts of BLT Construction Services. The email reads as follows:

From: Paul Bonwick [REDACTED]
Sent: Tuesday, August 21, 2012 1:10 PM
To: 'Dave Barrow'; mwalis [REDACTED]
Cc: 'Abby Slec- Compenso'
Subject: FW: Sprung Structures for Collingwood, Ontario
Importance: High
Attachments: Sprung Estimates July 16, 2012.pdf

Hi Dave:

Please review the original numbers that were sent to the Town. Unless there is some significant explanation (three million dollars higher than original) they will undoubtedly take the view that we are trying to gouge as a result potential sole source. This is a deal breaker in the current format!
I look forward to chatting at 3pm.

Regards,
Paul

Hon. Paul Bonwick P.C.
Compenso Communications
[REDACTED]
www.compensa.ca

Affiant's Notes: Based on the content of the above email, it is clear that Paul Bonwick is referring to the Town of Collingwood/Sprung Instant Structures project as a potential sole source transaction involving Sprung Instant Structures. I have watched the video recording for the July 16, 2012 Town of Collingwood Council meeting and I note there was no mention of the recreational project being sole sourced. This email provides evidence that Paul Bonwick had knowledge that the Town of Collingwood was moving in the direction of a sole sourced procurement for the recreational structures. I believe this evidence is consistent with some form of on-going dialogue between Paul Bonwick and individual(s) from within the Town of Collingwood administration or Council in relation to the intent to sole source the recreational project with Sprung Instant Structures.

- g. 2:53 p.m.: Dave Barrow from BLT Construction Services sent a reply email to Paul Bonwick in relation to the email detailed in the previous paragraph. In the email, Dave Barrow provided a detailed explanation for the cost difference between the July 16, 2012, budget proposal and the most current BLT Construction Services budget proposal. The explanation given by Dave Barrow for the approximate three million dollar discrepancy is the fact that the higher priced proposal adds a second floor to the arena and the pool structures.

- h. 3:25 p.m.: Marjory Leonard [Treasurer] sent an email to Dave McNalty [Manager of Fleet, Facility and Purchasing] wherein she questioned Dave McNalty about the Sprung Instant Structures pricing. Dave McNalty's response to Marjory Leonard is, "Just before noon, Ed asked me for the Sprung estimates from July. Nothing since, but perhaps there are discussions."

Affiant's Notes: The email corroborates the email detailed in sub-paragraph (e) that Dave McNalty sent to Acting CAO Ed Houghton at 11:42 a.m.

- i. 4:41 p.m.: Acting CAO Ed Houghton sent an email to Sara Almas [Clerk], Marjory Leonard [Treasurer] and Larry Irwin [Director I.T. COLLUS]. Larry Irwin sent a reply to Acting CAO Ed Houghton's email.

From: Ed Houghton
 Sent: August-21-12 4:41 PM
 To: Sara Almas; Marjory Leonard; Larry Irwin
 Subject: Sprung Tender Prices

Hi guys:

I just got off the line with Sprung BLT and was talking to them about their pricing. They finally have all of the prices and I wanted to let you know what form I have asked them to provide to us.

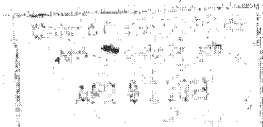
I have asked for a price for the (wo buildings which would include the mezzanine in the arena but an option price for one in the pool. I have asked for a price for the non-building items that are the same for all applications such as zamboni, drop down score board, big screen tv's etc. I have then asked for a total turn key price for both buildings and the non-building items.

I have no clue what the price is because I didn't want them to tell me until it is in the form we want.

Finally, I have asked them to prepare a presentation for Monday night that will take place after the other delegations are complete.

Let me know if this meets with your approval.

Thanks.....Ed



- j. 4:47 p.m.: Acting CAO Ed Houghton forwarded an email sent to him by Marjory Leonard [Treasurer] to Deputy Mayor Rick Lloyd. In the initial email at 4:36 p.m., Leonard stated that she believed, "the numbers Dave has given for EBMA (Eddie Bush Memorial Arena) and the pre-engineered building are accurate. The Sprung numbers are made up." The email chain reads as follows:

From: Ed Houghton
Sent: August 21, 2012 4:47 PM
To: Rick Lloyd
Subject: Fwd: 3rd draft
Attachments: EMC 2012-01.docx, ATT00001..htm

Ed Houghton, CET, MAATO
 President & CEO, Collus Power
 CAO Town of Collingwood

Begin forwarded message:

From: Marjory Leonard <mleonard@ [REDACTED]>
Date: 21 August, 2012 4:36:29 PM EDT
To: Ed Houghton <ehoughton [REDACTED]>
Subject: 3rd draft

Ed, this is where we sit today. I believe the numbers Dave has given for EBMA and the pre-engineered steel building are accurate. The Sprung numbers are made up.

Affiant's Notes: I am not aware what Marjory Leonard meant by the comment, "the Sprung numbers are made up." The above email affords evidence that the only member of Town of Collingwood Council that Acting CAO Ed Houghton appears to have forwarded and shared this message to is Deputy Mayor Rick Lloyd.

155. On August 21, 2012, at 4:58 p.m., Abby Stec sent an email to Dave Barrow of BLT Construction Services.¹⁴⁵ I have reviewed this email correspondence and learned that the content of this email clearly shows that Abby Stec of Green Leaf Distribution is providing direction to Dave Barrow of BLT Construction Services to "...please put 6 ½ percent across the board on all the number reflecting the Green Leaf compensation. At that point the numbers can be sent to Ed". The email reads as follows:

¹⁴⁵ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Abby Stec- Compens[REDACTED]
 Sent: Tuesday, August 21, 2012 4:58 PM
 To: 'Dave Barrow'
 Subject: budget

Hi Dave,

Thanks for taking the time to participate in both calls today and getting the numbers back to us. Once you have put the numbers in the format that Ed suggested, please put 6 ½ percent across the board on all the number reflecting the Green Leaf compensation. At that point the numbers can be sent to Ed.

If you are OK with the BLT/Green Leaf agreement please sign it and send it back to us at your earliest convenience. Thank you so much.

Abby

Affiant's Notes:

I believe that "Ed" is Acting CAO Ed Houghton and I base this belief on several of the emails contained in this paragraph that are clearly sent to or from Acting CAO Ed Houghton.

I believe that this is a direct reference to the Town of Collingwood/Sprung Instant Structures project budget. I believe that this 6.5% is compensation to Green Leaf Distribution as per their Intermediary Contract with BLT Construction Services.

This issue becomes very significant because nowhere in the final budget, which was sent to the Town of Collingwood for this project, does it list Green Leaf Distribution Inc. as a paid consultant or the Green Leaf Distribution Inc. payment of 6.5% of the contract cost.

I believe, based on email evidence relating to Abby Stec, that Green Leaf Distribution Inc. added 6.5% of the contract cost, to the Town of Collingwood/Sprung Instant Structures project budget, before the final numbers were presented to the Town of Collingwood for approval, and that cost was intentionally hidden from the Town of Collingwood.

I will provide additional information about this issue later in this ITO.

156. Dave Barrow of BLT Construction Services told investigators that Green Leaf Distribution Inc. was hired to be a consultant for BLT Construction Services to put together a sole source deal with the Town of Collingwood.¹⁴⁶ I learned that Dave Barrow was asked what Green Leaf Distribution Inc. role was in the Town of Collingwood project and whom he dealt with at Green Leaf Distribution Inc. The following is an excerpt from his transcript:

¹⁴⁶ I know this from reviewing the witness interview transcripts of Dave Barrow given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 30, 2013.

Dave Barrow: Uh they were actually a consultant for us to how to put a deal together with the city for a sole sourcing which we didn't even have a clue what sole source was

Tim Ticknor: (laughs)

Dave Barrow: At that point

Tim Ticknor: Okay um and who did you deal with at Green Leaf

Dave Barrow: Uh Abby Stec

157. Dave Barrow of BLT Construction Services told investigators that Green Leaf Distribution Inc. was paid a percentage fee of what he believed to be 6.5%, as compensation for the Town of Collingwood/Sprung Instant Structures project.¹⁴⁷ I learned that investigators asked a number of questions regarding whether he (BLT Construction Services) had to adjust his proposal to the Town of Collingwood to compensate for the Green Leaf Distribution consulting fee. I have reviewed this audio interview and the following is an excerpt from his transcript:

¹⁴⁷ I know this from reviewing the witness interview transcripts of Dave Barrow given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on July 30, 2013

521 Dave Barrow: Correct [at a later date they gave me the percentage and I did
522 adjust for that
523 Shawn Evans: So you you so how did you adjust for that then dollar for dollar
524 Dave Barrow: I I added the six and half percent to the uh the amount that I
525 had to pur uh that was the bid I took it out of our profit margin
526 Shawn Evans: Okay so in essence the town paid for a consultant uh
527 Dave Barrow: Uh no we paid for the consultant
528 Shawn Evans: But the town paid you an extra six hundred thousand dollars
529 that they wouldn't normally
530 Dave Barrow: Uh no that was out of our profit margin
531 Shawn Evans: Okay (u/i) I thought you just said you upped it so I guess what
532 I'm trying to get at so whatever the cost was to build these two
533 structures
534 Dave Barrow: Yeah
535 Shawn Evans: Presumably that the cost is the cost at that given date
536 Dave Barrow: Correct
537 Shawn Evans: You now take on a consultant uh that's gonna
538 Dave Barrow: Yeah so I would up the project usually fifteen percent
539 Shawn Evans: Yeah
540 Dave Barrow: But then they had their six and half so I took that out of our
541 fifteen percent
542 Shawn Evans: So you took it out of yours
543 Dave Barrow: Yes
544 Shawn Evans: So it didn't raise the cost
545 Dave Barrow: Correct
546 Shawn Evans: Of the overall project okay
547 Dave Barrow: Correct

Affiant's Notes:

I note at the beginning of Dave Barrow's response to the question of adjusting the proposal, Dave Barrow confirmed that he had to adjust for the Green Leaf Distribution compensation and started to say that he added the 6.5%, but then he paused and said that he took the 6.5% out of BLT Construction Services profit margin on the project. I believe that when Dave Barrow began his response to the question and said he adjusted and added in, that this evidence is consistent with the email detailed in paragraph 155 where Abby Stec directed Dave Barrow to add 6.5% to all numbers across the board and then the numbers can be sent to "Ed", (who I believe to be Acting CAO Ed Houghton).

158. On August 22, 2012 at 8:40 am, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Dave Barrow of BLT Construction Services.¹⁴⁸ I have reviewed this email and note that although it does not make specific reference to the Town of Collingwood/Sprung Instant Structures project, I believe it to be directly related. My belief is based on the following:

- a. Dave Barrow provided this email correspondence to police included with a package of emails that he confirmed were all related to the Town of Collingwood/Sprung Instant Structures project.
- b. This email is consistent with the requirement that Dave Barrow 'is in the process of getting the final budget numbers' for the Town of Collingwood/Sprung Instant Structures project to Acting CAO Ed Houghton.

Affiant's Notes: The wording of this email provides some additional evidence that there appears to be on-going communication between Acting CAO Ed Houghton and Abby Stec and/or Paul Bonwick in relation to the Town of Collingwood/Sprung Instant Structures project.

From: Abby Stec- Compenso [REDACTED]
Sent: Wednesday, August 22, 2012 8:40 AM
To: Dave Barrow
Cc: [REDACTED]
Subject: Re: Accepted:

Hi Dave,
 As per my voice mail please get the numbers to Ed ASAP.
 Regards,
 Abby

On 2012-08-21, at 12:31 PM, "Dave Barrow" [REDACTED] > wrote:
 > <mime-attachment.ics>

159. On August 22, 2012 at 1:39 pm, Dave Barrow of BLT Construction Services sent an email correspondence to Acting CAO Ed Houghton that provided the final BLT Construction bid numbers for the Town of Collingwood pool and arena.¹⁴⁹ I have reviewed a document titled "BLT Budget Collingwood Pool and Budget Collingwood Arena" which I have learned was provided to Detective Constable Ticknor by Dave Barrow of BLT Construction Services. I note the following relevant information from my review of this document:

- a. Town of Collingwood Arena budget is dated August 21, 2012. The total budget to build the Sprung Instant Structure option for the arena as presented was \$7,392,047.62 (less options).

¹⁴⁸ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹⁴⁹ This email correspondence was provided to police by David Barrow on September 11, 2013.

- b. The budget for the Collingwood Pool is dated August 22, 2012, with a total of \$3,225,660.82 (less options) for the Sprung structure to be erected over the outdoor pool.

160. From my review of the 'August 21, 2012 budget for the Arena' and the 'August 22, 2012 budget for the Pool' (as detailed in the previous paragraph) - I note there were no consulting fees listed for Green Leaf Distribution Inc., Compenso Communications, Abby Stec or Paul Bonwick.

***Affiant's Notes:** The absence of disclosure that this fee was budgeted for or to be paid, in the budget that was presented to the Town of Collingwood, is evidence that the fee paid to Green Leaf Distribution Inc. was hidden from the Town of Collingwood.*

161. On August 22, 2012 at 1:49 pm, Acting CAO Ed Houghton sent an email correspondence to Dave Barrow of BLT Construction Services, that after receipt of the BLT Construction Services bid prices for the Collingwood arena and pool, he further requested budget totals for building extras such as the pool mezzanine, ice pad accessories, etc.¹⁵⁰

162. On August 22, 2012 at 2:07 p.m., Dave Barrow sent an email correspondence to Acting CAO Ed Houghton with the subject title of, "New ice rink and pool budgets."¹⁵¹ I reviewed a document titled, "BLT Budget Arena with Options", provided to police by Dave Barrow and learned that the budget for the Sprung Performance arena was \$7,896,303.82, including \$504,256.20 for identified options. I also noted that the budget for covering pool with a Sprung Instant Structure is listed as \$3,734,113.12, with options costing \$508,452.30. From my review of the budgets identified in this paragraph, I note there were still no consulting fees listed for Green Leaf Distribution Inc., Compenso Communications, Abby Stec or Paul Bonwick.

***Affiant's Notes:** I believe the fact that the consulting fees are not listed in the budget is significant to the allegations and I will provide additional information detailing this at the conclusion of this ITO.*

163. On August 22, 2012 at 9:29 p.m., Deputy Mayor Rick Lloyd sent an email correspondence to Paul Bonwick that relates to Sprung Instant Structures having made a presentation to Wasaga Beach Mayor Cal Patterson.¹⁵² I reviewed this email and note the reference to Monday night appears consistent with the Town of Collingwood Council meeting scheduled for August 27, 2012, where the Sprung Instant Structures project was on the agenda. The email reads as follows:

¹⁵⁰ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁵¹ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹⁵² This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Rick Lloyd (mailto: [REDACTED])
 Sent: Wednesday, August 22, 2012 9:29 PM
 To: [REDACTED]
 Subject: Sprung

I must say that I was rather surprised to hear from your Cousin Wasaga Mayor Cal Patterson that he had a meeting last week with Sprung. Cal told us this when he overheard you speaking about our plans for Monday night and the proposed Sprung building. I must say that I was disappointed that you had not informed me about this presentation because if Cal wasn't supportive he could have caused us a great deal of embarrassment especially when he grew up in Collingwood and as County Warden.
 Rick

164. On August 22, 2012, numerous relevant email correspondences were exchanged between 9:46 p.m. and concluding at 10:58 p.m. involving a number of individuals in this investigation.¹⁵³ There are email correspondences between Dave Barrow and Mark Watts of BLT Construction Services and Abby Stec and Paul Bonwick of Green Leaf Distribution Inc. and Tom Lloyd and Dave Macneil from Sprung Instant Structures. I note that these email correspondences are in response to Deputy Mayor Rick Lloyd's email correspondence detailed in the previous paragraph. The first part of the email correspondences relates to Paul Bonwick forwarding Deputy Mayor Rick Lloyd's email message to the individuals listed in the previous sentence and adding his own comments as follows:

On Aug 22, 2012, at 9:46 PM, "Paul Bonwick" <[REDACTED]> wrote:

> Hi Guys:
 > Can someone help me respond to this e-mail I received from the Deputy
 > Mayor of Collingwood?
 > I would suggest, if it's true, that there are discussions taking place
 > with Wasaga Beach officials at this critical juncture in time we all
 > look uncoordinated at best and incompetent at worst. The Mayor of
 > Wasaga Beach (also County Warden) is a cousin of the Mayor of
 > Collingwood and best friends with Councillor Edwards. Imagine if Mayor
 > Patterson wasn't impressed or felt Collingwood should put the brakes
 > on and look at combing their efforts with Wasaga! Anyone of these or
 > other scenarios could have a detrimental effect at this stage of the
 > process.
 > My understanding was we were attempting to create a model as one team
 > that we could emulate in other jurisdictions, specifically Simcoe
 > County and other municipalities.
 > Paul
 >
 >
 >
 > Hon. Paul Bonwick P.C.
 > Compensu Communications
 > [REDACTED]
 > www.compensu.ca

¹⁵³ This email correspondence was provided to police by David Barrow on September 11, 2013.

At 10:43 p.m. Dave Barrow responded to the group with the following email:

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

From: Dave Barrow (mailto: [REDACTED])
 Sent: August-22-12 10:43 PM.
 To: Paul Bonwick
 Cc: <lloyd@ [REDACTED]>; <david.macneil@ [REDACTED]>; <mwatts@ [REDACTED]>; Abby
 Stec- Green Leaf Distribution
 Subject: Re: Sprung

Hi Paul

Is this the same incident we talked about the other day? I'm not sure what we can do at this point other than what we suggested last conversation. Stop all talks with any regions until deal is sealed. That was what I got from our conversation. Tom you need to get your boys and let them all know no conversations or deals until we sign this deal. Let's review and resolve tomorrow on conference.

Regards
 David Barrow
 Vice President
 .T Construction Service Inc
 [REDACTED]

At 10:58 p.m. Abby Stec replied to Dave Barrow's email as follows:

From: Abby Stec- Green Leaf Distribution [REDACTED]
 Sent: Wednesday, August 22, 2012 10:58 PM
 To: 'Dave Barrow'; 'Paul Bonwick'
 Cc: lloyd@ [REDACTED]; david.macneil@ [REDACTED]; mwatts@ [REDACTED]
 Subject: RE: Sprung

Agreed.
 Thanks Dave.
 Abby

Affiant's Notes: The email from Dave Barrow in this series of correspondences provides some evidence that Dave Barrow is asking Sprung Instant Structures representatives to cease all communications with Wasaga Beach (and other jurisdictions) until the Sprung Instant Structures deal with the Town of Collingwood is signed. I note that Council has yet to vote on this proposal and will not consider it until August 27, 2012.

165. On August 23, 2012 at 7:38 a.m., Paul Bonwick sent an email correspondence to the other individuals included in the original email correspondences, as detailed in the previous paragraph.¹⁵⁴ The email reads as follows:

¹⁵⁴ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Paul Bonwick [REDACTED]
 Sent: Thursday, August 23, 2012 7:38 AM
 To: Dave Barrow
 Cc: <lloyd@ [REDACTED]>; <david.macneil@ [REDACTED]>; <mwallis@ [REDACTED]>; Abby
 Stec- Green Leaf Distribution
 Subject: Re: Sprung

Hi Guys....I spoke to Abby and in turns out I excused myself from the discussion prior to this topic being addressed.
 Abby informed me that everyone was caught off guard and that it appears to be just a regular sales call. The Deputy Mayor tends to be a bull in a China Shop and could have over reacted.
 All that said, I believe it would be beneficial for all concerned to stand down for one week until we get these two put to bed.
 I would recommend we meet shortly after Monday night Council and discuss further opportunities and approach.
 Kind Regards,
 Paul
 Hon. Paul Bonwick P.C.
 Compenco Communications

166. On August 23, 2012, there was several email exchanges between Town of Collingwood members of Council that are relevant to the allegations set out within this ITO.¹⁵⁵ I have reviewed these email correspondences in the following sub-paragraphs and included my analysis below:

- a. 9:03 a.m.: an unknown person (name redacted from the Town of Collingwood supplied email as per FOI legislation) sent an email correspondence to Town of Collingwood Councillor Kevin Lloyd. It reads as follows:

From: [REDACTED] [mailto: [REDACTED]]
 Sent: Thursday, August 23, 2012 9:03 AM
 To: Kevin Lloyd
 Subject: Concern regarding Central Park

Councillor Lloyd,

I just recently moved into Collingwood with my family after working in this community for over 10 years. With two young boys the local recreation facilities are and will continue to be at the core of their lives for the next 20 years. I have received numerous emails from various groups regarding Central Park, and the following statement captures my sentiments on this issue. Thank you for your time and efforts to make this a better community.

Cheers, [REDACTED]

"Continue to be responsible, open and transparent in your deliberations about Central Park. Consult the public and let us have a say about the future of recreation in our community. \$10 million plus and triple the current operating costs is too much for temporary facilities that are subpar.
 Do it once and do it right."

- b. At 10:20 a.m.: Town of Collingwood Councillor Kevin Lloyd sent a reply email to the author of the email identified in the previous sub-paragraph. Councillor Kevin Lloyd carbon copied his reply email to all members of Town of Collingwood Council and members of the Town of Collingwood EMT. In the email Councillor Kevin Lloyd provided what he reported to be a number of facts as follows:

¹⁵⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

Here are the facts:

The steering committee provided a document that professionally delineated the priorities. Central Park was identified as the right location.

The report gave us one recommendation at 35 million, with no alternative to weigh. Council approved the report in "Principle".

The YMCA informed Council in June that they were not proceeding with our partnership in the 25 meter pool due to financing. We had in reserve 1.5 million for the project, as our commitment. Yet, they have proceeded with a 1.2 million dollar renovation right on the proposed location for the pool.

Council in a special meeting, openly discussed alternatives to the report. Phasing was discussed among other viable means to achieve the vision.

Working with Staff, alternatives were reviewed.

A report will be presented on Monday that enables us to proceed with the vision, constructing an affordable, high quality, state of the art (Silver Leeds) ice pad at Central Park. There is nothing substandard or temporary about the building.

We will retain the outdoor rink and two ball parks as many citizens have made clear, they want.

Central Park will be on its way to being a "community center". It will include a YMCA (with water), curling, 1.5 ice pads, lawn bowling and baseball.

Covering Heritage pool makes sense. A great deal of money has been spent on the pool in the last few years. It is 6 lanes and 25 meters. Again, a state of the art enclosure, with sky lights, open doors to outdoor decking, new change rooms, decking with seating for approximately 200 to 250 spectators will by no means be, "band aid".

The Eddie Bush will be upgraded. A concrete floor will be installed, change rooms, accessibility improved to transform it from ice in the winter to multi use in the off-season. Not only providing a second ice surface but helping to revitalize our downtown. Eddie Bush can seat up to 1200 people.

The public speaks to me and the other Councillors every day. I listen, they listen. We have a deep responsibility to the public, which I for one take very seriously. This issue has been a burning one for over twenty years and it's time to act. On Monday night Staff is presenting a report that is affordable, viable, and attainable and I urge you to attend. The public has spoken and they want Ice and Water.

We are doing this "Right", with a budget one third the size, and it's turnkey. Alternative sources of funding are, and will be, vigorously sought after in order to offset costs.

- c. At 5:09 p.m.: Town of Collingwood Councillor Joe Gardhouse replied to Councillor Kevin Lloyds' email identified in the previous sub-paragraph. All members of the Town of Collingwood Council and the EMT were carbon copied on the email. The content of the email reads as follows:

From: Joe Gardhouse
Sent: Thursday, August 23, 2012 5:09 PM
To: Kevin Lloyd
Cc: Sandra Cooper; Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Town - Councillors
Subject: RE: Concern regarding Central Park

Kevin... Would you please forward me your copy of the staff report you're quoting from. I haven't been giving such detailed answers to all the enquiries because I don't have the same info you do.

Thanks... Joe
 Joe Gardhouse
 Collingwood Town Councillor
 Cell: 705 [REDACTED]

APR 23 2012

- d. At 5:42 p.m.: Town of Collingwood Councillor Kevin Lloyd replied to Councillor Joe Gardhouse's email detailed in the previous sub-paragraph as follows:

From: Kevin Lloyd
Sent: Thursday, August 23, 2012 5:42 PM
To: Joe Gardhouse
Cc: Sandra Cooper; Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Marta Proctor; Town - Councillors
Subject: RE: Concern regarding Central Park

Joe,

Why would you ask me to forward a staff report you know I don't have? Strange you would ask, since you can do your own research on line as I have. I'm sure, if you are interested, Ed would lend you a copy of their catalogues. Lucky for me, I was attending department heads meeting a couple of weeks ago on EC DEV business and was introduced to the Sprung Buildings at that time.

Cheers,

Kevin

e. At 6:49 p.m.: Town of Collingwood Mayor Sandra Cooper sent Acting CAO Ed Houghton an email as follows:

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

From: Sandra Cooper
Sent: Thursday, August 23, 2012 06:49 PM
To: Ed Houghton
Subject: Sprung

Ed:

Just called Joe. His concern is we are not going out to tender for \$\$ with this rec project?? It will follow the process. He thought Kevin's email was too definitive with a decision already determined. Sandra

Sent From Blackberry Mobile Device

Sandra Cooper
Mayor

Town of Collingwood
Office of the Mayor
97 Hurontario Street
Box 157
Collingwood, ON
L9Y 3Z5

Email: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
Mobil: [Redacted]



- f. At 6:51 p.m.: Acting CAO Ed Houghton replied to Mayor Sandra Cooper's email (detailed in the previous paragraph) as follows:

From: Ed Houghton
Sent: August 23, 2012 6:51 PM
To: Sandra Cooper
Subject: Re: Sprung

How does he know we are not following our procurement process? He makes definitive statements more than Kevin.

Ed

Sent from Blackberry Mobile Device

- g. At 7:15 p.m.: Town of Collingwood Councillor Joe Gardhouse sent an email to Councillor Kevin Lloyd as follows:

From: Joe Gardhouse
Sent: Thursday, August 23, 2012 07:15 PM
To: Kevin Lloyd
Cc: Sandra Cooper; Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Marta Proctor; Town - Councillors

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(RM13911060 : 3 : AAA00323

Subject: RE: Concern regarding Central Park

Kevin,

The Mayor just called to inform me there is no staff report . I was under the impression you were quoting the specs from the staff report we voted for... & got an early copy.
 I'll call Ed & find out what catalogues I should be reading... as well as what a Sprung Building Is...

Thanks Joe

Joe Gardhouse
 Collingwood Town Councillor
 Cell: [REDACTED]

- h. At 8:33 p.m.: Town of Collingwood Mayor Sandra Cooper sent the following email (in response to the email detailed in the previous sub-paragraph) to Councillor Joe Gardhouse:

From: Sandra Cooper
Sent: Thursday, August 23, 2012 8:33 PM
To: Joe Gardhouse; Kevin Lloyd
Cc: Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Marta Proctor; Town - Councillors
Subject: Re: Concern regarding Central Park

My statement was there is not a staff report today.
 I said there will be one included on monday's agenda as directed at the last council meeting.
 With all due respect, do not twist my words

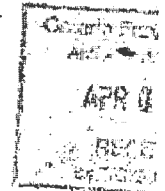
Mayor Cooper

Sent from Blackberry Mobile Device

Sandra Cooper
 Mayor

Town of Collingwood
 Office of the Mayor
 97 Hurontario Street
 Box 157
 Collingwood, ON
 L9Y 3Z5

Email: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]
 Mobile: [REDACTED]



- i. At 9:15 p.m.: Town of Collingwood Councillor Joe Gardhouse replied to Mayor Sandra Cooper's email (detailed in the previous sub-paragraph) as follows:

From: Joe Gardhouse
Sent: August 24, 2012 9:15 AM
To: Sandra Cooper; Kevin Lloyd
Cc: Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Marta Proctor; Town - Councillors
Subject: RE: Concern regarding Central Park

Agreed... no "twist", inferred or intended. You made it quite clear. Kevin was not quoting specifics from a staff report.

Thanks Joe
 Joe Gardhouse
 Collingwood Town Councillor
 Cell: [REDACTED]

- j. At 8:27 p.m.: Marjory Leonard [Treasurer] sent an email to Dave McNalty [Manager of Fleet, Facility and Purchasing] and carbon copied the other members of the Town of Collingwood EMT. The members of the Town of Collingwood Council do not appear to have been sent or carbon copied on this email. The email reads as follows:

From: Marjory Leonard
Sent: August 23, 2012 8:27 PM
To: Dave McNally; Ed Houghton; Sara Almas; Larry Irwin
Subject: Procurement Process

Dave, I think we have done our due diligence for procurement purposes already.

We supplied our wish list to BLT/Sprung and they were aware that they were competing against two other forms of construction. Nobody possesses the Tedlar technology; nobody else can prove that they have done this type of construction without collapse; nobody else can provide the LEED components in their basic construction.

- k. At 8:35 p.m.: Town of Collingwood Mayor Sandra Cooper sent the following email to Councillors Joe Gardhouse and Kevin Lloyd:

From: Sandra Cooper
Sent: Thursday, August 23, 2012 8:35 PM
To: Joe Gardhouse; Kevin Lloyd
Cc: Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Marta Proctor; Town - Councillors
Subject: Re: Concern regarding Central Park

Councillor Gardhouse:
Appropriate process will be followed in moving forward with the ice and aquatic needs of today.

Sandra

Sent from Blackberry Mobile Device

Sandra Cooper
Mayor

Town of Collingwood
Office of the Mayor
97 Hurontario Street
Box 157
Collingwood, ON
LSY 3Z5

Email: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
Mobile: [REDACTED]

- l. At 9:28 p.m.: Town of Collingwood Councillor Joe Gardhouse replied to Mayor Sandra Cooper's email (as detailed in the previous sub-paragraph) as follows:

From: Joe Gardhouse
 Sent: August 24, 2012 9:28 AM
 To: Sandra Cooper; Kevin Lloyd
 Cc: Ed Houghton; Sara Almas; Marjory Leonard; Larry Irwin; Maria Proctor; Town - Councillors
 Subject: RE: Concern regarding Central Park

Agreed...
 Joe Gardhouse
 Collin [REDACTED] councillor
 Cell: [REDACTED]

167. On August 24, 2012 at 11:21 a.m., Sara Almas [Clerk] sent an email correspondence titled "Recommendation..." to Dave McNalty [Manager of Fleet, Facility and Purchasing], Marjory Leonard [Treasurer], Acting CAO Ed Houghton, Deputy Mayor Rick Lloyd and Larry Irwin [Director I.T. COLLUS].¹⁵⁶ I have reviewed this email and learned that the content of this email correspondence relates to what I believe to be a 'Recommendation to Council' which reads as follows:

From: Sara Almas
 Sent: Friday, August 24, 2012 11:21 AM
 To: Dave McNalty; Marjory Leonard; Ed Houghton; Rick Lloyd; Larry Irwin
 Subject: Recommendation ...

For your comments ...

THAT Council receive staff report EMC 2012-01.

AND FURTHER THAT Council direct staff to proceed with the construction of a Sprung insulated architectural membrane facility for a year-round single pad ice arena at central park, maintaining 2 ball diamonds, the outdoor ice rink, lawnbowling facility, and additional green space – while maintaining the option to twin the arena at a future date;

AND FURTHER THAT Council direct staff to proceed with installing a Sprung insulated architectural membrane structure over the existing Centennial Pool, and removing the existing building to provide a year-round pool to meet the community's aquatic and competitive swimming needs.

Affiant's Notes: This Recommendation to Council contained the words, "Sprung insulated architectural membrane". I believe that this is the initial preparation of the 'Council Recommendation' that Sara Almas forwarded to the above noted individuals.

168. On August 24, 2012 at 12:02 p.m., Dave McNalty [Manager of Fleet, Facility and Purchasing] sent an email correspondence to Sara Almas [Clerk], Marjory Leonard [Treasurer], Acting CAO Ed Houghton, Deputy Mayor Rick Lloyd and Larry Irwin [Director I.T. COLLUS] with a subject line of "Suggested modifications to the Recommendations for EMC 2012-01".¹⁵⁷ I noted that Dave McNalty removed of the name "Sprung" out of the Recommendation, leaving the words "Insulated Architectural Membrane". The email reads as follows:

¹⁵⁶ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁵⁷ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Dave McNally
 Sent: Friday, August 24, 2012 12:02 PM
 To: Sara Almas; Marjory Leonard; Ed Houghton; Rick Lloyd; Larry Irwin
 Subject: Suggested modifications to the Recommendations for EMC 2012-01



THAT Council receive staff report EMC 2012-01;

AND FURTHER THAT Council direct staff to proceed with the purchase and construction of an Insulated Architectural Membrane facility for a year-round single pad ice arena at Central Park, maintaining 2 ball diamonds, the outdoor ice rink, the lawn bowling facility, and additional green space – while keeping the option to twin the new arena at a future date;

AND FURTHER THAT Council direct staff to proceed with the purchase and construction of an Insulated Architectural Membrane structure over the existing Outdoor Pool including the removal and reconstruction of the existing building, in order to provide a year-round pool to meet the community's aquatic and competitive swimming needs.

Affiant's Notes: I observed that this recommendation dropped the word, "Sprung" and contained the words, "Insulated Architectural Membrane". I believe that the above email correspondences are consistent with evidence that Sara Almas provided to Detective Sergeant Shawn Evans in her interview where Sara Almas advised she had prepared a draft motion for the Town of Collingwood August 27, 2012 Council meeting that included the name "Sprung". Sara Almas advised that the motion was edited to delete the word "Sprung". I noted that the only member of Town of Collingwood Council who was sent the emails in this and the previous paragraph was Deputy Mayor Rick Lloyd.

169. On August 24, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Tom Lloyd and Dave Macneil of Sprung Instant Structures and Dave Barrow of BLT Construction Services.¹⁵⁸ The email reads as follows:

From: Abby Stec- Compensio [mailto:████████████████████]
 Sent: August-24-12 8:18 AM
 To: tlloyd@████████████████████; david.████████████████████ 'Dave Barrow'
 Subject:

Hi guys,
 Ed is going into several meetings today to share information regarding Sprung. I have armed him with the power point on a usb key and hard copies of the power point, pool and arena projects. The only missing component is the cost comparison between traditional buildings, arenas and pool. If you could source out any numbers from existing projects for me this morning, it would be fabulous. When I did work for the school with both Yeadon and the Farley group, they has proformas for a diversity of their projects. Does Sprung have anything like that?
 Thanks,
 Abby

¹⁵⁸ This email correspondence was provided to police by David Barrow on September 11, 2013.

Affiant' Notes:

Although the email content does not specifically mention the Town of Collingwood or the Town of Collingwood Sprung/Instant Structures project, I believe the email does relate to Town of Collingwood or the Town of Collingwood Sprung/Instant Structures project, as Dave Barrow provided this email in a package of documents which relates to the Town of Collingwood/Sprung Instant Structures.

There is no last name in the email associated to "Ed", however given the content of the email and the fact the email is in relation to the Town of Collingwood/Sprung Instant Structures project, I believe Abby Stec is referring to Town of Collingwood Acting CAO Ed Houghton in the email.

This email provides evidence that Abby Stec of Green Leaf Distribution Inc. is supplying Acting CAO Ed Houghton with PowerPoint presentation information related to Sprung Instant Structures for Acting CAO Ed Houghton to take into meetings.

170. On August 24, 2012, a number of relevant email correspondences were exchanged between Dave Barrow of BLT Construction Services, Abby Stec and Paul Bonwick of Green Leaf Distribution Inc.¹⁵⁹ I have reviewed these emails and have attached them below:

- a. At 11:57 a.m.: Paul Bonwick sent the email to Abby Stec

From: "Paul Bonwick" <[REDACTED]>
Date: 24 August, 2012 11:57:35 AM EDT
To: "Abby Stec" <[REDACTED]>
Subject: Terms
Reply-To: [REDACTED]

On

Hi Abby: I believe we have been acting in good faith up to this point and will continue to do so however if they are receiving a 25 or 30% deposit we will require our payment at the same time. Two days is not relevant in banking terms.

Cheers,

- b. At 12:11 p.m.: Abby Stec forwarded the email from Paul Bonwick detailed in the previous sub-paragraph to Dave Barrow. I learned that Abby Stec provided the following new information to Dave Barrow in the email:

¹⁵⁹ These email correspondences was provided to police by David Barrow on September 11, 2013

On Aug 24, 2012, at 12:11 PM, Abby Stec- Compenso <[REDACTED]> wrote:

Hi Dave, I have forwarded Paul's response which we feel is reasonable. Please let me know if we can sign as is.

Thanks,
Abby

Affiant's Notes: I believe that this email correspondence is evidence that Paul Bonwick is actively engaged in this project and is providing clear direction to Abby Stec.

- c. At 1:28 p.m.: Dave Barrow replies by email correspondence to Abby Stec email detailed in sub-paragraph (b), as follows:

From: Dave Barrow (mailto:[REDACTED])
Sent: August-24-12 1:28 PM
To: Abby Stec- Compenso
Subject: Re: Terms

Abby I am waiting reply from Mark but we dont want to be in the position that the city takes 3 weeks for the deposit and were obligated to pay you immediately. I have worked for the city and usually it's a process.

Regards
David Barrow
Vice President
BLT Construction Service Inc

- d. At 1:51 p.m.: Abby Stec replied by email correspondence to Dave Barrow detailed in sub-paragraph (c). I have reviewed this email correspondence and note a reference to Abby Stec having conversation with "Ed". Based on the content and source of the email, I believe Abby Stec is referring to Acting CAO Ed Houghton. I have attached the email as follows:

From: Abby Stec- Compenso <[REDACTED]>
Sent: Friday, August 24, 2012 1:51 PM
To: 'Dave Barrow'
Subject: RE: Terms

Hi Dave,
Can you let me know when you are back in the office. I just want to confirm compensation totals with you after breaking out the totals. When I was speaking with Ed this morning he asked me to confirm that the garage type doors which open up the pool are include. We did not see them on the budget, or maybe were looking for the wrong heading. Thanks,
Abby

Affiant's Notes:

I note that the content of the emails detailed this paragraph directly relate to Green Leaf Distribution Inc. compensation from BLT Construction Services in relation to the Town of Collingwood/Sprung Instant Structures project. I believe the language in these emails is consistent that no doubt exists that the Town of Collingwood will be signing a contract with BLT Construction Services for the Town of Collingwood Sprung Instant Structures project. I noted that the issue of a decision by the Town of Collingwood on the recreational structures has yet to be voted on but yet the conversation in the identified emails seems to provide some evidence that there is no doubt Council will be voting in favor of entering into a contract with BLT Construction Services for Sprung Instant Structures.

171. On August 24, 2012, a number of relevant email correspondences were exchanged between Town of Collingwood employees regarding the delivery of literature (referred to as Sprung packages) for review in advance of the Council meeting on August 27, 2012.¹⁶⁰ I have reviewed these emails and attached them below:

- a. At 1:16 p.m.: Sara Almas [Clerk] sent an email correspondence to Acting CAO Ed Houghton asking if he would like the Sprung packages to be hand delivered today.
- b. At 1:18 p.m.: Acting CAO Ed Houghton sent a response email to Sara Almas stating: "Please. All but the DM. Thanks".
- c. At 1:21 p.m.: Sara Almas forwarded an email correspondence to her assistant Megan Schollenberger providing direction to have the Sprung packages delivered to the homes of each member of Council, except Deputy Mayor Rick Lloyd and Mayor Sandra Cooper's. Sara Almas writes in the email that Deputy Mayor Rick Lloyd does not need one and that the Mayor's copy can go in her office.
- d. At 4:14 p.m.: Megan Schollenberger sent the following email correspondence to members of Council, Acting CAO Ed Houghton and Sara Almas:

¹⁶⁰ These email correspondences were provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Megan Schollenberger
Sent: August 24, 2012 4:14 PM
To: Town - Councillors; Ed Houghton
Cc: Sara Aimas
Subject: In-Camera and Information Packages

Good Afternoon,

Please be aware that your In-Camera packages are now available in your mailboxes.

Also, please note that information packages re: *Sprung* have been delivered to your homes for your review for the Council Meeting on Monday, August 27th, 2012.

Your Worship – please note that the Sprung Package is in your office.

Thank you

Megan Schollenberger

Megan Schollenberger, BA, Cert. Public Administration
Acting Coordinator, Clerk Services

172. On August 27, 2012, Dave Barrow and Mark Watts of BLT Construction Services, Tom Lloyd and Dave Macneil of Sprung Instant Structures met with Abby Stec at the Green Leaf Distribution Inc. office at 4 p.m.¹⁶¹ I reviewed this document and learned that this meeting was convened to discuss the process, and review their presentation to be delivered at the Town of Collingwood Council meeting later that evening.

173. On August 27, 2012, the Intermediary Contract between BLT Construction Services and 2295210 Ontario Inc. (otherwise known as Green Leaf Distribution Inc.)¹⁶² was “executed” at Green Leaf Distribution Inc.’s office. I have reviewed this executed copy that was provided to Detective Constable Tim Ticknor by Dave Barrow of BLT Construction Services. In this chronology I have provided details of an unsigned (un-executed) version of this Intermediary Contract that had been exchanged via email between Abby Stec and Dave Barrow in paragraphs 133. I have compared the “executed copy” document with the document listed in paragraph 133 and I confirmed that the wording in the contract sections detailed in paragraph 133 are the same in the “executed copy”.

Town of Collingwood Council meeting August 27, 2012

174. I have reviewed a Rogers Cable video recording of the August 27, 2012, Town of Collingwood Council meeting. I learned that Frank Miceli of Ameresco Canada and Mark Palmer of Greenland Group of Companies made a joint deputation providing the following details to Council:

¹⁶¹ I learned this from my review of the “BLT sequence of meeting for Collingwood project”.

¹⁶² ONBIS search conducted by Detective Sergeant Shawn Evans on March 21, 2014.

- a. A comprehensive solution and plan to the recreational issues faced by the Town of Collingwood.
- b. A green geothermal building concept that could assist in providing the facility's own energy.
- c. During the financing component of the deputation, Frank Miceli stated that the preliminary estimate of the proposed Ameresco Canada concept was \$27 million but with a design-build-finance model, Ameresco Canada had sourced financing of up to \$20 million, at a premium rate comparable to a private lender.

175. I learned from reviewing the Rogers Cable video recording of the August 27, 2012, Town of Collingwood Council Meeting, that during the deputation Frank Miceli spoke of an open and transparent process. He emphasized the need for the Request for Qualification (RFQ) process and he told Council that Ameresco Canada was ready to provide a detailed RFQ draft to assist the Town of Collingwood with this procurement process.

176. I have also viewed Rogers Cable video footage of the deputation given by "Friends of Central Park" to the Town of Collingwood Council. During his deputation, Paul Cadieux, a local citizen associated to this group made the following comments related to Council's decisions:

- a. He commented on the lack of process and transparency by the Town of Collingwood Council in this project.
- b. He questioned the Staff Report recommendation and the seemingly sudden change in direction from the original recommendations from the Steering Committee.
- c. He commented that this change in direction was done without any input from Town of Collingwood residents.
- d. He commented on the staff report (Staff Report EMC 2012-01) which in his belief was incomplete and fell short of public expectation. He detailed areas of the Staff Report, which were, in his view, lacking information and did not demonstrate the true costs of the project.
- e. He commented that the operating costs for three separate facilities would be at least double the operating costs of one site.
- f. He referenced that the Staff Report only spoke of one supplier and one vendor of the fabric structure.

- g. He requested transparency, due diligence and a process that would identify what was best for the community.
- h. He asked for a tendering process that would identify the best vendor, not just one vendor for the project.
- i. He highlighted the fact that no one saw the Staff Report before last Friday (August 24, 2012) but yet Council was ready to vote on this Recommendation tonight (Monday August 27, 2012).
- j. He requested that the Town of Collingwood Council defer the decision from this meeting to later date to permit further consultations.

177. I have reviewed the Town of Collingwood Council minutes for the August 27, 2012, and I learned that Staff Report EMC 2012-01 was presented to Council in relation to the Centennial Pool and Single Pad Arena Options. The Staff Report reflected that it was submitted by members of the EMT Committee, including Town of Collingwood Acting CAO Ed Houghton, Larry Irwin [Director I.T. COLLUS], Sara Almas [Clerk] and Marjory Leonard [Treasurer]. This investigation has received a certified copy of this Staff Report EMC 2012-01 and I have reviewed this document and made the following notes:

- a. I noted that the wording of this proposed motion for Council consideration is the very same as the draft wording that appeared in the email correspondence between Dave McNalty [Manager of Fleet, Facility and Purchasing] and Sara Almas [Clerk] on August 24, 2012, in that the word "Sprung" was deleted and only the words "Insulated Architectural Membrane" remained.

THAT Council receive staff report EMC 2012-01,

~~AND FURTHER THAT Council direct staff to proceed with the purchase~~ and construction of an Insulated Architectural Membrane facility for a year-round single pad ice arena at Central Park, maintaining 2 ball diamonds, the outdoor ice rink, the lawn bowling facility, and additional green space – while keeping the option to twin the new arena at a future date;

~~AND FURTHER THAT Council direct staff to proceed with the purchase~~ and construction of an Insulated Architectural Membrane structure over the existing Outdoor Pool including the removal and reconstruction of the existing building, in order to provide a year-round pool to meet the community's aquatic and competitive swimming needs.

- b. The Staff Report clearly articulated the following information in relation to a potential supplier for the Insulated Architectural Membrane Structure, as follows: "we are only aware of one supplier of the Insulated Architectural Membrane structure that would allow for satisfactory year round swimming pool use."

- c. The Staff Report provided information to Council on the issue of procurement, as follows:

3. DISCUSSION:

The procurement process recommended for the supply and construction of the Outdoor Pool enclosure and the Single Ice Pad at Central Park is a direct purchase of the facilities from the supplier. Staff have exercised due diligence in the research of potential forms of construction and feel that there would be no additional advantage to be gained from a further tender process for the following reasons:

Affiant's Notes: I will address the issue of due diligence that the Town of Collingwood conducted during their research in potential forms of construction for this project later in this ITO.

- d. The Staff Report provided additional information to Councillors in relation to the reasons there would be no additional advantage to-be-gained from a further tender process (as detailed in the above sub-paragraph). It reads as follows:

Element of competition was included in the gathering of estimates: the manufacturers of the Architectural Membrane structure knew that they were in competition with the more traditional forms of construction; WGD Architects knew that they were in competition with the Architectural Membrane structure when producing estimates.

Cost effectiveness and benefit to the Town: through the investigative process, it has been determined that the Architectural Membrane structure would provide the most cost effective and all inclusive solution for the Town's needs.

Sole Source: through Staff research, it has been determined that there is only one supplier that can meet the specifications Staff developed for the facilities.

If one of the more traditional forms of construction had been determined to provide the most cost effective solution there would have been a further need to issue an RFP for construction since there are many companies capable of providing this service. There is only one manufacturer of Architectural Membrane structures that has a proven track record of success and that distributes this technology.

178. I learned from my review of the Town of Collingwood Council minutes, as well as from viewing the Rogers Cable video recording of the Council meeting for August 27, 2012, the following relevant information:

- a. Council was introduced to Sprung Instant Structures representative Tom Lloyd by Acting CAO Ed Houghton.
- b. Tom Lloyd gave a presentation about the Sprung Instant Structure to the Town of Collingwood Council and acknowledged that BLT Construction Services was Sprung Instant Structure's licensed partner in Southern Ontario.
- c. At the conclusion of Tom Lloyd's presentation, Acting CAO Ed Houghton reviewed the Central Park Re-development Project, identifying concerns and priorities.
- d. Acting CAO Ed Houghton provided a summary of the meetings/sessions undertaken with the Town of Collingwood Council on June 11 and July 16, 2012 at Council meetings.
- e. Acting CAO Ed Houghton summarized the Resolution (Motion 330) that was reached on July 16, 2012, Town of Collingwood Council meeting.
- f. Acting CAO Ed Houghton stated to Council that Town staff researched all the different options, including a number of different types of fabric structures as well as brick and mortar and steel fabrication buildings, including costs associated with these types of building options.
- g. Acting CAO Ed Houghton stated that the EMT worked with their architectural consultants to get the information for an assessment of the options to balance the demonstrated need with the financial resources.

Affiant's Notes: I believe that Acting CAO Ed Houghton's comments regarding the architectural consultants refers to the contractual work done by WGD Architects for the Town of Collingwood. I will provide additional information on this issue in the subsequent paragraphs.

- h. That Acting CAO Ed Houghton informed Council that the EMT had researched the pre-engineered steel building as well as the architectural membrane.
- i. That Acting CAO Ed Houghton informed Council that the EMT proposal for enclosing the pool and the construction of a single ice pad was a departure from the original plan, but the EMT focused on the current financial restraints, in regards to procurement perspectives.

179. I learned from my review of the Rogers Cable video recording of the Town of Collingwood Council meeting for August 27, 2012, that other members of Council and Staff from the Town of Collingwood provided comments related to this procurement. The following is relevant information I noted from my review:

- a. Marjory Leonard [Treasurer] provided a presentation concerning the background, research and recommendations including operational costs and financing for this project.
- b. Marjory Leonard spoke in regards to the Town of Collingwood Procurement Policy. I note that Marjory Leonard made the following statements in relation to procurement:

“The project will be a supply and construction as a direct purchase from the supplier. The policy recognizes that there are times when a single or sole source purchasing may be the recommended method for procurement.”

“Due diligence was maintained throughout the process during the research of the varying forms of construction. Each of the competitors knew we were looking at cost for pre-engineered steel building and fabric or architectural membrane construction, since we already did have the cost for bricks and mortar estimated in the steering committee’s report. So in that vein it did interject an element of competition into the process.”

- c. Marjory Leonard further provided information that the Architectural Membrane Structure provided the most cost effective and beneficial solution and that there was only one supplier of this leading edge technology.
- d. Acting CAO Ed Houghton again spoke, interjecting that he believed due diligence was maintained throughout the process in the decision to sole source this project.
- e. Councillor Keith Hull discussed the structure and the process of procurement. Councillor Hull provided information that when one actually Googles the word “structures”, there are results for a number of companies and an association with hundreds of companies around the world that manufacture this type of product.
- f. Councillor Keith Hull questioned Tom Lloyd from Sprung Instant Structures about covering a pool of the current age and in this type of climate. Tom Lloyd answered that Sprung Instant Structures had never covered a pool in this type of climate, or this far north.
- g. Councillor Keith Hull further questioned whether or not the Sprung Instant Structure could guarantee that the existing concrete pool would not crack due to the difference in temperatures when heating the enclosure during the winter season.
- h. Councillor Keith Hull specifically stated that this needed to be researched by staff and a report made to Council. Councillor Hull commented that due to the length of time this would take, he did not see how Council could vote in support of this tonight.

- i. Councillor Keith Hull apologized to the Town of Collingwood residents in respect to the narrow focus of Town of Collingwood, expressing his concern that the Town of Collingwood Council was being rushed to reach a conclusion.
- j. Councillor Keith Hull also pointed out that the taxpayer was on the hook for funding the project, but the Town of Collingwood Council had not determined what the Town of Collingwood was comfortable in spending.
- k. Councillor Keith Hull further detailed the fact that this was the first time that he had reviewed the information that was presented at that evening's Council meeting and that a decision on this new information should not occur that evening.
- l. Councillor Keith Hull asked that a Staff Report be prepared addressing what due diligence was performed, the other comparable companies that provide a similar type of structure, and the reasons why the Town of Collingwood should pursue this particular company's (Sprung Instant Structures) product.
- m. Deputy Mayor Rick Lloyd spoke of how the Sprung Instant Structure alternative was the best option for the Town of Collingwood and the timing was right to move forward with this project.
- n. Councillor Kevin Lloyd stated, "they have the opportunity to make the community's expressed needs a reality and do it in a viable and fiscally responsible way with the best interests of every citizen of this Town of Collingwood at heart."
- o. Councillor Kevin Lloyd expressed that staff have worked tirelessly and have done their due diligence. Councillor Kevin Lloyd stated, "The reality is that, at some point, we as Council, have to make a decision."

Affiant's Note: I observed that Councillor Kevin Lloyd read from a prepared document while making the above statements before Council.

180. I have reviewed several Motions presented and voted on at the Town of Collingwood Council meeting on August 27, 2012. I have read the minutes from the meeting and watched the Motions being read on the Rogers Cable video recording. Below are the Motions and my observations:

- a. Motion Number 374: I observed that Council voted on this Motion and it was carried with eight in favor and one against. I observed that the vote was recorded and that Councillor Keith Hull was the only member of Council to vote against the motion. I note that Motion 374 related to the following:

THAT Council receive Staff Report EMC 2012-01;

AND FURTHER THAT Council direct staff to proceed with the purchase and construction of an Insulated Architectural Membrane facility for a year-round single pad ice arena at Central Park, maintaining 2 ball diamonds, the outdoor ice rink, the lawn bowling facility, and additional green space – while keeping the option to twin the new arena at a future date;

- b. Motion Number 375 (Part 1): I noted that this Motion was split into two votes. Below is the first part of the Motion and Council held a recorded vote on this first part. It was defeated, with only Councillor Joe Gardhouse voting in favor of the deferral. The Motion reads as follows:

***Moved by Councillor Gardhouse
Seconded by Councillor Edwards***

THAT Council defer the motion to purchase and construction an Insulated Architectural Membrane structure over the existing Outdoor Pool for up to 90 days until a professional reviews the plan and structural audit.

- c. Motion Number 375 (Part 2): I noted that this Motion was Part 2 of Motion 375 and observed Council hold a recorded vote. I note that the Motion was carried with only Councillors Joe Gardhouse and Keith Hull voting against it. Motion 375 (Part 2) reads as follows:

AND FURTHER THAT Council direct staff to proceed with the purchase and construction of an Insulated Architectural Membrane structure over the existing Outdoor Pool including the removal and reconstruction of the existing building, in order to provide a year-round pool to meet the community's aquatic and competitive swimming needs.

WGD Architects and Staff Report EMC 2012-01

181. I have provided significant detail in this ITO regarding WGD Architects and their role in this project. The following is a brief summary, all of which has been sourced and presented earlier in this ITO:

- a. WGD Architects were tasked by the Town of Collingwood Council in July 2012 with preparing a comparison report for the Town of Collingwood.
- b. The purpose of the WGD Architects comparison report was to provide the appropriate research materials to members of Council to educate them on the various issues related to the building project prior to discussions and votes held at Council meetings.
- c. The complete and comprehensive WGD Architects comparison report was provided to members of the Town of Collingwood EMT on August 24, 2012.

182. I have provided significant detail in this ITO regarding the significance of Staff Report EMC 2012-01 and the basis of this report to guide Council in their decision making process. Below is an excerpt from this Staff Report, presented to Council, which details WGD Architects' involvement in this process:

Element of competition was included in the gathering of estimates: the manufacturers of the Architectural Membrane structure knew that they were in competition with the more traditional forms of construction; WGD Architects knew that they were in competition with the Architectural Membrane structure when producing estimates.

Affiant's Notes: WGD Architects were not in competition with anyone. They were tasked by the Town of Collingwood Council to conduct research into the various building types and prepare a comparison report.

183. I learned that the Town of Collingwood Council were provided with a 94 page 'Agenda Package' for the August 27, 2012 Council meeting.¹⁶³ From my review of this Agenda Package and the WGD Architects comparison report, I can confirm the following:

- a. I can confirm that this is the very same the Agenda Package which was provided to members of Council a few days in advance of this August 27, 2012 Council meeting.

¹⁶³ This document provided to police by Sara Almas [Clerk] on July 26, 2013. I also located this document on the website: www.collingwood.ca/files/Aug%2027_12CouncilAgendaPkg.pdf

b. I can confirm that this WGD Architects comparison report was not part of this August 27, 2012 Town of Collingwood Council Agenda Package.

184. I have reviewed the Rogers Cable video recording for the Town of Collingwood Council meeting for August 27, 2012, and learned that the actual WGD Architects comparison report was not presented or made available to members of Council either verbally or in hard copy.
185. On September 7, 2012 Richard Dabrus of WGD Architects sent an email correspondence to Marta Proctor [Director of Leisure Services] expressing his concern that the comparison report generated by WGD Architects and completed for the Town of Collingwood, for this project, was significantly misrepresented in Staff Report EMC 2012-01.¹⁶⁴ The email reads as follows:

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

From: Richard Dabrus [mailto: [REDACTED]]
 Sent: Friday, September 07, 2012 8:57 PM
 To: Marta Proctor
 Subject: Central Park



Marta, I've been made aware of a couple of issues on how our recent work has been used in the staff report to Council on August 27th. On page 71 it states that we knew we were in competition. This statement is wrong and puts our work in a negative context, as having a vested interest.

We don't.

We need to talk about this, as it is damaging to our firm's reputation.

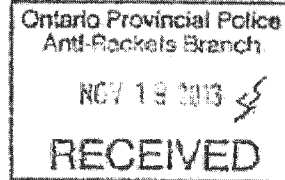
Richard

Sent from my BlackBerry device on the Rogers Wireless Network

186. On September 8, 2012, Acting CAO Ed Houghton sent an email correspondence to Richard Dabrus of WGD Architects in relation to these concerns raised by Richard Dabrus about the misrepresented use of the WGD Architects report in the Town of Collingwood Staff Report (Staff Report EMC 2012-01). The email reads as follows:

¹⁶⁴ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Ed Houghton
 To: [REDACTED]
 Cc: Dave McNally; Marta Proctor
 Subject: FW: Central Park



Dear Mr. Dabrus:

As you can see Ms. Proctor has forwarded your email for me to respond. I can reassure you that in no way were you or your firm's reputation put into question. The presentation that was made by our Treasurer was very respectful of the work that was done by your firm on behalf of the Steering Committee and the work completed at the request of Mr. McNally. I believe the word competition meant that we were looking at different types of structures and your firm was aware that we were getting prices on other types of structures and your firm provided us the estimated numbers on the steel fabricated building. It did not mean however that you were in a competitive bidding process because we well know that you were providing budget numbers or estimates as our Central Park Project architect and not firm numbers as we may have gotten from a construction contractor.

I trust that you accept this explanation and I thank you for your email.

Respectfully,.....Ed

Affiant's Notes:

I believe that the explanation provided by Acting CAO Ed Houghton to Richard Dabrus in the above email contradicts what was actually written in Town of Collingwood Staff Report EMC 2012-01 that went to Council as detailed in paragraph 182.

187. Richard Dabrus and Brian Gregersen of WGD Architects provided a witness interview to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on July 17, 2013, detailing their involvement with the Town of Collingwood in the preparation of their comparison report. I reviewed the content of this interview and I have learned the following relevant information:

- a. WGD Architects' initial involvement with the Town of Collingwood was approximately eight years previous with a project at the library and town hall.
- b. WGD Architects was also engaged by the Town of Collingwood Central Park Steering Committee to prepare a recreational feasibility study in 2011.
- c. In July 2012, Marta Proctor [Director of Leisure Services] contacted WGD Architects requesting some advice on a single ice pad location and some general costs.
- d. WGD Architects were subsequently engaged by the Town of Collingwood to do a comparison analysis of a single pad arena, which included comparison of different types of building construction methods.

- e. WGD Architects was aware that Sprung Instant Structures was engaged with the Town of Collingwood, so the firm contacted Sprung Instant Structures to get information to develop a costing. WGD Architects contacted Sprung Instant Structures - specifically Tom Lloyd, in mid July 2012.
- f. WGD Architects learned from Sprung Instant Structures that they thought the Town of Collingwood job was theirs already.
- g. Brian Gregersen sent an email to Marta Proctor about his contact with Sprung Instant Structures and received a phone call from Marta Proctor advising him to have not further contact with Sprung Instant Structures.
- h. WGD Architects completed their report without using the "Sprung" name, and they developed an options analysis including a costing that compared a conventional arena with a membrane type structure. This report was given to the Town of Collingwood.
- i. The WGD Architects report was not used in its entirety - only bits and pieces of information were used in the Town of Collingwood Staff Report EMC 2012-01.
- j. In this Town of Collingwood Staff Report 2012-01, it was implied that WGD Architects was in competition with Sprung Instant Structures. This statement was entirely wrong and put WGD's work in a negative context. WGD Architects is not a competitor to Sprung Instant Structures. WGD Architects work for a client to provide the client with information to help the client decide which avenue to follow.
- k. Typically, the entire comparison report from WGD Architects should have been attached as an appendix to the Town of Collingwood's Staff Report.
- l. Richard Dabrus feels like WGD Architects were used by the Town of Collingwood as a bid, which is entirely inappropriate. The Town of Collingwood staff did not use WGD Architects' report and information correctly.
- m. The Sprung structure may be cheaper than a conventional structure because that is all that it is, and it only has a 17-year warranty, whereas a conventional structure will last 50 years.
- n. WGD Architects were not invited to present their report to Town of Collingwood Council at the August 27, 2012, Council meeting.

188. Sara Almas [Clerk] provided a subsequent witness interview to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on November 14, 2013. I learned that the intent of this interview was to ask specific questions about events that culminated in the creation and dissemination of Town of Collingwood Staff Report EMC 2012-01. I reviewed the content of this interview and I have learned the following relevant information:

- a. WGD Architects were contracted by the Town of Collingwood to do a comparison of buildings. WGD Architects were given a tight timeframe to complete this work.
- b. WGD Architects compiled information for a report that evaluated a bricks and mortar building in comparison to an architectural membrane structure. The report would typically be presented to Council in order to educate each member on the facts in issue. This report would assist Council with an informed decision.
- c. As a member of the EMT, Sara Almas received updates from WGD via email correspondence.
- d. Acting CAO Ed Houghton had primary contact with individuals involved in the Town of Collingwood/Sprung Instant Structures project. No one else was involved.
- e. Acting CAO Ed Houghton had direct phone communications with BLT Construction Services.
- f. From July to August of 2012, Acting CAO Ed Houghton and Marta Proctor [Director of Leisure Services] were largely involved in the Town of Collingwood/Sprung Instant Structures project.
- g. There was a package prepared before the August 27, 2012, Town of Collingwood Council Meeting. The Council 'Agenda Package' with attachments was hand delivered to each member of Council. These 'Agenda Packages' were prepared and disseminated by the Clerk's office.
- h. Staff Report EMC 2012-01 was initially drafted by Marjory Leonard [Treasurer] and reviewed by Acting CAO Ed Houghton and Dave McNalty [Manager of Fleet, Facility and Purchasing]. Sara Almas reviewed the actual recommendation that appeared on the face of Staff Report EMC 2012-01.
- i. From the first draft of Staff Report EMC 2012-01 to the final version, things had significantly changed in this Report. The draft Report initially included a Request for Proposal (RFP) recommendation. The RFP was not part of the final version of Staff Report EMC 2012-01 provided to Town of Collingwood Council.

- j. Sara Almas recalled that Marjory Leonard had sent an email to Acting CAO Ed Houghton with the draft Report that had stated, "I'm finished with doing this report." The following day, the Report was completely changed. Sara Almas believed that it was Acting CAO Ed Houghton that had changed the report.

Affiant's Note: I noted that this information is consistent with the email exchange between Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd about the content of the staff report and the statement from Deputy Mayor Rick Lloyd about the changes needed in the report and the need to not give too much information (paragraph 149).

- k. The WGD Architect's report was not included in the "Agenda Package" for the August 27, 2012, Town of Collingwood Council meeting. Sara Almas believed that it would have been beneficial to the Councillors to of had the opportunity to review the WGD Architects report and it should have accompanied Staff Report EMC 2012-01.
- l. Sara Almas advised that in Staff Report EMC 2012-01 there was a comment, which stated, "We are only aware of one supplier of the type of insulated architectural membrane structure that would allow for satisfactory year round swimming pool use". Sara Almas was told by Acting CAO Ed Houghton that due diligence research had been completed on this issue.
- m. Sara Almas believed that WGD Architects were aware that it was to complete a comparison report between the architectural membrane structure and a structural steel building. Almas believed that WGD Architects were given terms of reference when they were hired.
- n. WGD Architects were retained because they had done previous work for the Town of Collingwood. Marjory Leonard [Treasurer] initiated discussions with them, and Dave McNalty [Manager of Fleet, Facility and Purchasing] was directed to continue with them.

Affiant's Notes:

I believe, based on the information provided by Sara Almas [Clerk] that the WGD Architects report was not contained within the 94-page Town of Collingwood Council agenda package for the August 27, 2012 meeting and that members of Council were not provided with the WGD Architects report prior to or during the August 27, 2012 Council meeting.

I further believe, based on the language used in the Staff Report and the email exchange between Acting CAO Ed Houghton and Richard Dabrus (about WGD Architects being in competition) that the language in the Staff Report misled members of Town of Collingwood Council as to the work WGD Architects had completed at the request of, and behalf of, the Town of Collingwood.

Sole Source and Due Diligence

189. I have provided detail in paragraph 182 that speaks to the due diligence undertaken by Town of Collingwood staff to justify the recommendation to Council to sole source the purchase from Sprung Instant Structures and the contract with BLT Construction Services. I have detailed comments attributed to Marjory Leonard [Treasurer] made to Council during the August 27, 2012, Council meeting in relation to due diligence being maintained throughout the process during the research of the various forms of building construction.
190. On November 1, 2012, Acting CAO Ed Houghton sent an email correspondence to Sara Almas [Clerk] titled, "Membrane Competitors", which appeared to detail the "Sprung Difference".¹⁶⁵ I have reviewed this document and attached it below.

Sara Almas

From: Ed Houghton
 Sent: Thursday, November 01, 2012 9:53 PM
 To: Sara Almas
 Subject: Membrane Competitors

The Sprung Difference:

- Sprung invented the membrane structure
- Sprung is a patented technology and has had the patent since 2003
- Sprung uses aluminum I beams, 8" x 12" which never rust, require no welding spots, and will never corrode. Channels for Sprung's architectural membrane are built into the beams.
- Sprung offers a 30 year guarantee on the aluminum I beams and 20 years for the architectural membrane. The anticipated membrane lifespan is in excess of 30 years, and is easily replaced at a similar cost to reroofing a commercial building.
- The life expectancy of the building is 60+ years.
- The architectural membrane is individual panels at each arch and tensioned vertically and horizontally. The membrane is 24 oz. and the strongest in the industry.
- Sprung is the only long term insulation package. Sprung insulates to an R30, uses a double vapour barrier, and thermal caps both inside and out to ensure no leakage.
- The building is built to a LEED silver standard credits and certification. It is the most environmentally friendly pre-engineered structure available.
- There are more than 12,000+ structures in 93+ countries, with no collapses. All other manufacturers have had collapses.

Sprung Instant Structures www.sprung.com and www.sprunggreen.com
 Mr. Tom Uloyd - (905) 829-1660

Big Top Shelters www.bigtopshelters.com
 (800) 277-8677

Calhoun Super Structures www.calhoun.ca
 (800) 265-9994

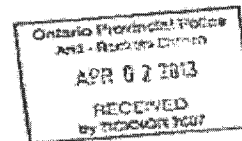
Yeadon Air Supported Structures www.yeadonstructures.com
 (519) 821-9301

Megadome www.megadomebuildings.com
 (888) 427-6647

Norteman (CGM Building Sales) www.norteman.ca
 (905) 895-9956

Bright Span Structures www.brightspanbuildings.com
 (800) 407-5846

Rubb www.rubb.com
 Contact David Mickerson



¹⁶⁵ This email correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

191. The Town of Collingwood Staff produced a document titled, 'Membrane Competition Spread Sheet' which contained information on the various manufacturers of membrane structures that the Town of Collingwood reviewed during their due diligence exercise.¹⁶⁶ I have reviewed this spreadsheet and confirmed that there are a number of companies listed as "competitors" including:

- Sprung Instant Structures, Big Top Shelters, Colhoun Super Structures, Yeadon Air Supported Structures, Megadome, Norseman, Bright Span Structures, and Rubb.

I also note that these companies were compared on the following categories:

- history, arena and/or indoor pool experience/references, aluminum or steel or both, insulation, membrane type offered, guarantee period/substructure, maximum wind load, environmental program, independent engineer review, application, doors/windows/skylights, verified independent engineer document, and other comments/ strengths/weaknesses.

192. Sara Almas [Clerk] stated that Marjory Leonard [Treasurer] was involved in the preparation of the "Membrane Competition Spread Sheet" document.¹⁶⁷ I reviewed this interview and learned that Sara Almas believed that only an internet Google Search was conducted on the various companies. I note that Sara Almas further believed that the spreadsheet was produced after the decision was made to purchase the Sprung Instant Structure at the August 27, 2012, Council meeting.

Affiant's Notes: I believe this is consistent with comments made by Councillor Keith Hull at the August 27, 2012, Town of Collingwood Council meeting where he requested a Staff Report be prepared addressing what due diligence had been done.

193. On September 20, 2012, James Keays of Norseman Structures, a Saskatchewan based manufacturing company of fabric structures comparable to Sprung Instant Structures, sent an email response to Steve Berman [Town of Collingwood resident and requestor of FOI documents].¹⁶⁸ I reviewed this email correspondence and note that James Keays confirmed Norseman Structures was never contacted in regards to the Town of Collingwood Project. I also note that James Keays provided the following information on the Norseman Structures performance features and abilities:

¹⁶⁶ This document and correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁶⁷ I learned this and the information contained in this paragraph from my review of the interview transcripts of Sara Almas given to Detective Sergeant Shawn Evans and Detective Tim Ticknor on May 22, 2013.

¹⁶⁸ This correspondence was provided to police by Steve Berman on April 2, 2013.

- a. A structure with liner and insulation to a R30 value.
- b. A complete turnkey service for a project.
- c. Their products and services can be applied to LEED points and certification.
- d. The company has worldwide references for projects such as hockey arenas and more.

194. On November 13, 2012, Sara Almas sent email correspondence to Steve Berman [Town of Collingwood resident and requestor of FOI documents] relating to Steve Berman's FOI request filed with the Town of Collingwood.¹⁶⁹ I have reviewed this email correspondence and note Sara Almas makes a comment that she is aware Steve Berman will be meeting with Acting CAO Ed Houghton in the near future and states the following:

"He (Acting CAO Ed Houghton) and Marjory (Leonard) [Treasurer] have confirmed that the only information obtained by any of the other structure suppliers was strictly obtained from their websites."

Affiant's Notes:

I believe the information detailed in the above paragraphs is evidence that Acting CAO Ed Houghton, on behalf of the Town of Collingwood, did not complete the appropriate level of due diligence, despite their assertion of such in Staff Report EMC 2012-01. I believe the information detailed above also affords evidence that Acting CAO Ed Houghton mislead members of Town of Collingwood Council in relation to the due diligence component of Staff Report EMC 2012-01.

Evidence post - August 27, 2012 - Town of Collingwood Council Meeting

195. On August 28, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Mark Watts and Dave Barrow of BLT Construction Services, and Paul Bonwick.¹⁷⁰ I have reviewed this correspondence and note it is relation to the Canadian Construction Documents Committee [CCDC] – a standard construction contract. I note that given the content of the email, I believe that "Ed" as referred in the email, is Acting CAO Ed Houghton. This email reads as follows:

¹⁶⁹ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁷⁰ This email correspondence was provided to police by David Barrow on September 11, 2013.

Dave Barrow

From: Abby Stec- Compense [REDACTED]
 Sent: Tuesday, August 28, 2012 4:02 PM
 To: [REDACTED]; 'Dave Barrow'; 'Paul Bonwick'
 Subject: outstanding items

Hi All,

I just spoke with ED and he is content with a standard CCDC contract and regular holdback provisions. In terms of scope of work, please include all extras including a propane zamboni. He also asked me to calculate the dollar total for the first draw at 25% so the cheque will be ready for you upon signing.

As discussed, please send the agreement on Thursday to facilitate any changes that need to be made. We can then schedule a meeting in Collingwood to finalize the drawings and discuss timelines.

Thanks again for all of your efforts.
 Regards,
 Abby



Abby Stec, LEED™ AP
 President, C.E.O.
 Board Chair, Environment Network
 office: [REDACTED]
 fax: [REDACTED]

Affiant's Notes: I believe that this email provides additional evidence of the communication between Abby Stec and Paul Bonwick with Acting CAO Ed Houghton in relation to the Town of Collingwood/Sprung Instant Structures project. I note that Abby Stec lists herself on the email as the President and CEO of Green Leaf Distribution Inc. I believe that this is contrary to the ONBIS information I have previously detailed in this ITO that lists Paul Bonwick as the President of Green Leaf Distribution Inc.

196. On August 29, 2012, a number of email correspondences were exchanged between Steve Berman [Town of Collingwood resident and requestor of FOI documents] and Town of Collingwood Councillors, Town of Collingwood employees, the Deputy Mayor and Mayor.¹⁷¹ I have reviewed these email correspondences and note that they in relate to a question initially posed by Steve Berman to Councillor Ian Chadwick which read "what point/date during this process did you decide which way you were going to vote on the staff report EMC 2012-01?." I learned that Councillor Ian Chadwick forwarded this question in its' original emailed form, to the entire Council, Deputy Mayor Rick Lloyd, Mayor Sandra Cooper, Acting CAO Ed Houghton and Marta Proctor [Director of Leisure Services]. I will outline the responses below:

¹⁷¹ These correspondences were provided to police by Steve Berman on April 2, 2013.

- a. Councillor Ian Chadwick responded to Steve Berman stated that the Agenda was released on the August 24, 2012 at 2:54 p.m. with a package provided to Council containing the Staff Report. Councillor Ian Chadwick stated that no Council member could have made a decision concerning the Report before then. Councillor Ian Chadwick also stated that Council had no information about the presentations from Sprung, Ameresco or Paul Cadieux [Friends of Central Park]. Councillor Ian Chadwick further stated in the email that his own decision was made after he heard the presentation by Acting CAO Ed Houghton and the presentation by Sprung Instant Structures.
- b. Deputy Mayor Rick Lloyd's response to the original email correspondence was sent to Steve Berman, the Town of Collingwood Councillors, as well as Acting CAO Ed Houghton and Marta Proctor. The content of this email is as follows:

From: Rick Lloyd
To: Ian Chadwick ; mico [redacted]
Cc: Town - Councillors ; Ed Houghton ; Marta Proctor
Sent: Wednesday, August 29, 2012 6:30 PM
Subject: Re: Monday Council Meeting

Thank you Ian for your reply to Mr Berman as I totally agree with your comments as they accurately represent my openness to all the presentations Monday night.
 I believe that in the end Council has made the best and affordable decision for our community
 Rick

- c. A number of email replies to Steve Berman from other Town of Collingwood Councillors including Mayor Sandra Cooper all referenced similar sentiments to those of Councillor Ian Chadwick.

197. On August 29, 2012, Dave Barrow of BLT Construction Services and Abby Stec of Green Leaf Distribution Inc. engaged in several email correspondences relating to information BLT Construction required to complete required paperwork.¹⁷² I have reviewed these email correspondences and learned the following:

- a. At 3:05 p.m., Dave Barrow asked Abby Stec for information related to "City meeting paperwork" needed "before we send final #'s". I have attached the emails below:

¹⁷² These email correspondences were provided to police by David Barrow on September 11, 2013.

Dave Barrow

From: Dave Barrow ([redacted])
Sent: Wednesday, August 29, 2012 3:57 PM
To: 'Abby Stec- Compenso'
Subject: RE: City meeting paper work

Abby can you get this information? I need before we send final #s

David Barrow
Vice President
BLT Construction Service Inc.
Cell: [redacted]
Office: [redacted]
Fax: [redacted]

From: Dave Barrow [mailto:[redacted]]
Sent: Wednesday, August 29, 2012 3:05 PM
To: 'Abby Stec- Compenso'
Subject: City meeting paper work

Hi Abby

I need the power point paper work that was given at the meeting by Ed so we can format it to make sure we have all items listed which he included at the meeting.
We also need the addresses of the properties for both pool and arena.

Thanks

David Barrow
Vice President
BLT Construction Service Inc.

- b. At 3:49 p.m., Abby Stec provided Dave Barrow with directions on where to find this information on the Town of Collingwood website under Agendas and Minutes for the Council meeting August 27, 2012. The email reads as follows:

From: Abby Stec- Compense (mailto: [redacted])
Sent: Wednesday, August 29, 2012 3:49 PM
To: 'Dave Barrow'; [redacted]
Subject: power point, addresses

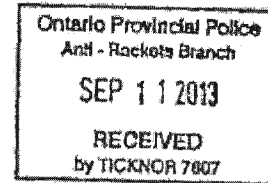
Hi guys,
If you go to the Town of Collingwood website and click on agendas and minutes Aug 27 you will find the complete staff report/power point on pages 66-76. To get to the pdf format click on the box on the right hand side.

Centennial Pool:
451 Third St.
Collingwood ON
L9Y 1L9

Site for Arena:
Hume St.
Collingwood ON
L9Y 3Z8

Let me know if you need anything else.

Abby
<image001.jpg>
Abby Stec, LEED™ AP
President, C.E.O.
Board Chair, Environmental Network
office: [redacted]
fax: [redacted]
mobile: [redacted]
email: [redacted]
www.greenleadistribution.ca



- c. At 4:18 p.m., Dave Barrow sent Abby Stec an email correspondence that is identified with the subject line #'s. I note that the conversation is directed towards a figure of "11 million plus tax" however Dave Barrow is still in need of "meeting minutes" to finalize.

Dave Barrow

From: Dave Barrow [redacted]
Sent: Wednesday, August 29, 2012 4:18 PM
To: 'Abby Stec- Compense'
Subject: #'s

Best I can give you right now is we are just under 11 Million plus tax till I get the meeting minutes.

David Barrow
Vice President
BLT Construction Service Inc.
Cell: [redacted]
Office: [redacted]
Fax: [redacted]
d: [redacted].com

- d. At 8:03 p.m., Dave Barrow sent the last email correspondence in this email chain to Abby Stec. I note that the email has four .pdf attachments that are evidently budget options for the Collingwood Arena and Collingwood Pool. I am not aware at this point in the investigation what the context is of these emails, other than Dave Barrow provided it to Detective Constable Ticknor with documents related to the Town of Collingwood/Sprung Instant Structures project.

On 2012-08-29, at 8:03 PM, Dave Barrow <[REDACTED]> wrote:

Hi all

Please see the following pricing. I have attached both with line items and without. I think for certain people it should only be the total number rather than the questions on why is this that much and so on. It may be better if we just give total to the contract with lined list. Thoughts?

Regards
 David Barrow
 Vice President
 BLT Construction Service Inc
 [REDACTED] cell
 [REDACTED]

<Collingwood Arena Budget A.pdf>

<Collingwood Arena Budget B.pdf>

<Collingwood Pool Budget A.pdf>

<Collingwood Pool Budget B.pdf>

198. On August 30, 2012, Paul Bonwick sent an email correspondence to Dave Barrow of BLT Construction Services, which clearly identifies the fact that Paul Bonwick has knowledge the Town of Collingwood is going to provide a cheque for the first installment payment of the Town of Collingwood/BLT Construction Services contract.¹⁷³ I also note that Paul Bonwick is clearly providing direction to Dave Barrow in relation to communicating with Acting CAO Ed Houghton about the Town of Collingwood/Sprung Instant Structures project. I believe this email details how Paul Bonwick has prepared a letter of thanks to Acting CAO Ed Houghton and he would like Dave Barrow to adopt the contents and "send to Ed asap". The email reads as follows:

¹⁷³ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Paul Bonwick [REDACTED]
 Sent: Thursday, August 30, 2012 8:56 AM
 To: 'Dave Barrow'
 Cc: mwatts@[REDACTED]
 Subject: Meeting Request
 Importance: High

Please edit, cut and paste the following. Send to Ed asap.
 I would also ask that a billing schedule be included with an invoice for the first installment. They will try to have a cheque ready if they get it in the next little while.
 Thanks for accommodating these requests.
 Cheers,
 Paul

Dear Mr. Houghton:

Once again, please accept our thanks from the Sprung/BLT team for the exceptional work you and your team presented to Collingwood Council Monday evening. You may want to share this point with your team; know that the Sprung representatives have quite literally participated in thousands of procurement processes across North America and not once have they experience such a professional, detailed and comprehensive approach that your staff and members of Council demonstrated.
You should also know that we are looking to create flagship recreational buildings for Collingwood that will set a trend by which other communities across Canada strive to meet. As identified in our presentation, the latest technologies will be incorporated into these facilities ensuring active use for generations to come.
In keeping with Council's direction Monday, we have prepared our construction agreement along with the payment schedule for your authorization. Please let us know if it is convenient to meet at 12 pm today to complete this part of the process. Subject to authorizing these documents our team will begin work Tuesday.

Sincerely,
 Dave

Hon. Paul Bonwick P.C.
 Compenso Communications
 705 [REDACTED]
www.compenso.ca

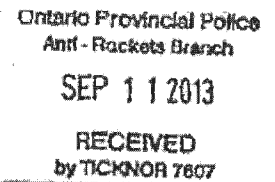
Affiant's Notes: I believe this affords evidence of on-going communication between Paul Bonwick and Acting CAO Ed Houghton, which I will provide additional information later in this ITO.

Compensation Fee Received by Green Leaf Distribution Inc.

199. On August 30, 2012, Paul Bonwick sent an email correspondence to Dave Barrow of BLT Construction Services in relation the payment from BLT Construction Services to Green Leaf Distribution Inc. for the Town of Collingwood/Sprung Instant Structures project.¹⁷⁴ I reviewed this email correspondence and attached it below:

¹⁷⁴ This email correspondence was provided to police by David Barrow on September 11, 2013.

From: Paul Bonwick [mailto:paulbonwick@██████████]
 Sent: Thursday, August 30, 2012 9:14 AM
 To: 'Dave Barrow'
 Cc: mwatts@██████████; 'Abby Stec- Green Leaf Distribution'
 Subject: FW:



Hi Dave;

Please review Abby's invoicing for approval. I would suggest, subject to your approval that you have a cheque

9/3/2013

IRM130110001AAA02

Page 2 of 2

prepared and bring with you for payment. If Collingwood has your draw than you can provide Green Leaf the payment. If Town cheque is not ready, just keep Green Leaf cheque until you receive yours. Please let me know if this is an reasonable approach.

Thanks,

Paul

Hon. Paul Bonwick P.C.

Compenso Communications

705 ██████████

www.compenso.ca

200. I have reviewed invoice numbered 100 from Green Leaf Distribution Inc. addressed to BLT Construction Services Inc., dated August 30, 2012.¹⁷⁵ I have reviewed this document and note on the invoice the words "Pool" and "Arena" however that there is no mention of the Town of Collingwood. I note the job number is listed as TC-001. I also note in hand writing, "TC-001" and "TC-002" for the two payments. I have provided additional information on the meaning of TC-001 and TC-002 in paragraph 208. Based on this invoice and various emails detailed in this ITO, I believe that Green Leaf Distribution Inc. was invoicing BLT Construction Services \$756,740.42 for the Town of Collingwood/Sprung Instant Structures project as per the Intermediary Contract previously detailed earlier in this ITO. This invoice appears as follows:

¹⁷⁵ This document was provided to police by David Barrow on September 11, 2013.



Phone: [Redacted]
Fax: [Redacted]
186 Hurontario Street, Suite 203
Collingwood, ON L9Y 4T4

Invoice 100
Project # 101

August 30, 2012

BLT Construction Services Inc.
953 A Eglinton Avenue East
Toronto, ON.

Attention:
Mark Watts, President
Dave Barrow, Vice President

Fees and terms:
As per the agreement between BLT Construction Services Inc. and Green Leaf Distribution Inc. dated August 27, 2012.

Fee for services:

Pool	\$193,226.70	TC-002
Arena	\$470,455.03	TC-001
Sub Total	\$663,681.79	
HST	\$87,058.63	
TOTAL	\$750,740.42	

1-070
Cost Code 3
HST
TC-001
Job

Ontario Provincial Police
And - Racine's Branch
SEP 11 2013
RECEIVED
by DCKNOB 7607

201. On August 30, 2012, Dave Barrow of BLT Construction Services sent an email reply correspondence to Paul Bonwick (to the email detailed in the previous paragraph), stating, "no problem, please allow a few banking days for ours to clear."¹⁷⁶ I note that this chain of email correspondences provides evidence that Paul Bonwick is not only actively engaged in this compensation transaction between BLT Construction Services and Green Leaf Distribution Inc., but also taking a leadership role.

¹⁷⁶ This email correspondence was provided to police by David Barrow on September 11, 2013.

202. On August 30, 2012, Dave Barrow of BLT Construction Services sent an email correspondence with several attachments to Acting CAO Ed Houghton that contained a letter of thanks.¹⁷⁷ I reviewed this email correspondence and note it contained essentially the same wording Paul Bonwick had suggested to Dave Barrow in the email detailed in the paragraph 198. Attached to this email, I noted documents titled, "Payment Schedule" and "Deposit Collingwood Arena and Pool". In the email, Dave Barrow requested a meeting at 12:00 p.m. that day to complete the transaction.
203. On August 30, 2012, a number of email correspondences were exchanged between Acting CAO Ed Houghton and the Town of Collingwood municipal lawyer, John Mascarin of Law Firm - Aird and Berlis.¹⁷⁸ I have reviewed these email correspondences and note in one exchange Acting CAO Ed Houghton asked for legal counsel to review the contract between the Town of Collingwood and BLT Construction Services for the Sprung Instant Structures project. I note that within four hours legal counsel replied to Acting CAO Ed Houghton with recommendations of only a minor wording change.
204. On August 30, 2012, a 'Design and Build Stipulated Price Contract between the Town of Collingwood and BLT Construction Services' was signed by BLT Construction Services [Vice President] Dave Barrow, the Town of Collingwood Mayor Sandra Cooper and [Treasurer] Marjory Leonard.¹⁷⁹ I have reviewed this contract and note following relevant information:
- a. The design-builder (BLT Construction Services) shall perform the work required by the contract documents for construction of insulated architectural membrane enclosure for pool facility as per attached scope of work, construction of arena facility as per attached scope of work.
 - b. The schedule of the work is to be commenced by November 26, 2012.
 - c. The contract price of a total price of \$12,398,900.97 for both the pool and arena enclosures, including taxes (\$10,972,478.73 without taxes). Both budgets for the pool and arena are included.
 - d. Payment procedures of 10% holdback, the progress payments are made to the Design-Builder by the payment certifier, SZETO Architect.

¹⁷⁷ This email correspondence was provided to police by David Barrow on September 11, 2013.

¹⁷⁸ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁷⁹ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

205. I have reviewed the BLT Construction Services Budget for the Town of Collingwood Arena and Pool and I confirm that there is no entry depicting consulting fees being paid to Compenso Communications, Green Leaf Distribution Inc., Abby Stec or Paul Bonwick.¹⁸⁰

206. On August 30, 2012, Frank Miceli of Ameresco Canada Inc. sent a lengthy correspondence by email to Town of Collingwood Mayor Sandra Cooper.¹⁸¹ I have reviewed this correspondence and learned that Frank Miceli first extended his gratitude to the Mayor for hearing his deputation at the August 27, 2012, Council Meeting. I note that Frank Miceli then discussed the change in the Town of Collingwood's focus from the Multi-Use Recreational Facility to erecting a fabric structure over the existing swimming pool and ice rink. Frank Miceli further stated that if these divergences were not enough, "a formal procurement process seemed to be entirely abandoned in favor of a rapid award to a single supplier of a fabric covered structure." Frank Miceli further questioned the following:

- a. Why a RFP was not completed when there was a change in focus from the Multi-Use Recreational Facility to the single pad arena and roof over the existing pool?
- b. How it was justified that an, "element of competition was included in the gathering of estimates" when in fact what the Town of Collingwood received was a quote from a fabric covered structure company.
- c. Frank Miceli has not seen anywhere in the Town of Collingwood's purchasing policy that this is a valid procedure.
- d. There was no further contact with Ameresco Canada Inc. when the new scope of the project was determined, in order for Ameresco Canada Inc. to introduce a design of a competitive nature.
- e. No other local contractors were invited to provide a bid, even on an informal basis.

207. On August 30, 2012, Town of Collingwood Mayor Sandra Cooper sent what can best be described as a brief response by email correspondence to Frank Miceli.¹⁸² The email reads as follows:

¹⁸⁰ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁸¹ This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

¹⁸² This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

From: Sandra Cooper [REDACTED]
Sent: Thursday, August 30, 2012 4:21 PM
To: Miceli, Frank
Cc: Rick Lloyd; Mike Edwards; Kevin Lloyd; Ian Chadwick; Keith Hult; Dale West; Sandy Cunningham; Joe Gardhouse; Da Silva, Anthony; Colangelo, Enzo; Mark Palmer
Subject: RE: COLLINGWOOD COUNCIL MEETING 2012-08-27

Hello, Mr. Miceli:
 Thank you for your presentation.
 The town has fulfilled all obligations.
 Regards,

~~~~~  
 Sandra Cooper, Mayor

Town of Collingwood  
 P.O. Box 157, 97 Hurentario Street  
 Collingwood, Ontario  
 L9Y 3Z5

Phone: [REDACTED]  
 Fax : [REDACTED]  
 Email : [REDACTED]

208. On August 30, 2012, the Town of Collingwood made its first payment (first draw on the contract) in the amount of \$3,099,725.24.<sup>183</sup> I have reviewed this document and noted this statement of payments reflects invoice and draw numbers for the various payments (draws) that were made and that the invoice numbers appear as, "TC-001" and "TC-002".

*Affiant's Note: I believe that the information contained on the above statement payment containing TC-001 and TC-002 confirms that the invoice detailed in paragraph 200 is for the Town of Collingwood/Sprung Instant Structures project.*

209. On August 31, 2012, BLT Construction Services made a Bank of Montreal Wire Requisition for Transfer transaction in the amount of \$756,740.42 CAD to Green Leaf Distribution Inc.<sup>184</sup> I have reviewed this document and also the notes and reports of Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor and can confirm that Dave Barrow provided information that this document relates to the compensation payment to Green Leaf Distribution Inc. I believe that this transaction was in relation to the Town of Collingwood/Sprung Instant Structures project. I have reviewed this Bank of Montreal Requisition for Wire Transfer document and I noted the following information on the document:

<sup>183</sup> This document was provided to police by David Barrow on September 11, 2013.

<sup>184</sup> This document was provided to police by David Barrow on September 11, 2013.

- a. The ordering customer is "BLT Construction Services Inc."
- b. The source of the funds being withdrawn is Bank of Montreal Account [REDACTED].
- c. The posting date is the 31st of August 2012 at 11:11:23 a.m.
- d. The beneficiary is "Compenso Communications – Paul Bonwick", of [REDACTED] in Collingwood, Ontario.
- e. The amount of the wire transfer is \$756,740.42 CAD.
- f. The destination of the funds is a Canadian Imperial Bank of Commerce (CIBC) account numbered [REDACTED], held at [REDACTED], Collingwood, Ontario.

***Affiant's Notes:***

*I note that the above wire transfer of funds was payable to Compenso Communications – Paul Bonwick. I noted that the Intermediary Contract (previously detailed in this ITO) was between BLT Construction Services and 2295210 Ontario Inc. (Green Leaf Distribution Inc.). I have also previously detailed in this ITO that the issued invoice that resulted in the above payment was issued on the letterhead of Green Leaf Distribution Inc. I am currently not aware of why the wire transfer was payable to Compenso Communications – Paul Bonwick and not Green Leaf Distribution Inc. I have confirmed through ONBIS records relating to Green Leaf Distribution Inc. and information contained on the website for Compenso Communications, that both companies list a business address of 186 Hurontario Street, Collingwood, Ontario.*

210. On August 31, 2012 at 12:03 p.m., Dave Barrow of BLT Construction Services sent an email correspondence to Paul Bonwick.<sup>185</sup> I have reviewed this email correspondence and note that it was sent to Paul Bonwick shortly after the wire transfer of funds detailed in the previous paragraph. I note the subject line of the email reads, "Transfer" and the text of the email reads, "Please confirm once receipt". I have also reviewed an email dated this same date, that Paul Bonwick sent to Dave Barrow in reply that reads, "Thanks Dave...Abby will give you your cheque when you meet next week."<sup>186</sup>
211. Legal Counsel representing BLT Construction Services provided a detailed explanation regarding the existence of both this 'cheque' made payable to Green Leaf Distribution Inc. and the existence of the Bank of Montreal Requisition for Wire Transfer. I have learned from Detective Sergeant Shawn Evans the following explanation was provided to him by Legal Counsel representing BLT Construction Services:

<sup>185</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

<sup>186</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

- a. The compensation cheque in the amount of \$756,740.42 CAD that BLT Construction Services issued to Green Leaf Distribution Inc., is pursuant to the Intermediary Contract relating to the Town of Collingwood/Sprung Instant Structures project.
- b. After BLT Construction Services issued the cheque, there was a change and the compensation to Compensio Communications – Paul Bonwick was made by an electronic funds transfer, at the request of Green Leaf Distribution Inc.
- c. The above reference in the email correspondence of paragraph 213, stating, “Abby will give you your cheque when you meet next week” – this refers to BLT Construction Services’ original cheque being returned to them by Abby Stec.

***Affiant’s Notes:***

*At this point in the investigation, it is unknown to whom the original BLT Construction Services cheque was made payable to (Green Leaf Distribution Inc. or Compensio Communications – Paul Bonwick) and why Green Leaf Distribution Inc. did not deposit the cheque and instead requested an electronic transfer of funds from BLT Construction Services.*

212. On September 5, 2012, Abby Stec from Green Leaf Distribution Inc. sent an email correspondence to Tom Lloyd and Dave Macneil of Sprung Instant Structures and Dave Barrow of BLT Construction Services.<sup>187</sup> I note that the email correspondence provides some evidence that Abby Stec is attempting to gather information to justify the Town of Collingwood/Sprung Instant Structures purchase so that in her words, “we put this to bed ASAP”. I also note that the entire content of this email affords evidence of on-going communications between someone within the Town of Collingwood and Abby Stec and/or Paul Bonwick of Green Leaf Distribution Inc. I believe that the email also affords some evidence that is consistent with due diligence only having been done ‘post’ August 27, 2012, Town of Collingwood Council meeting where the decision was made by Council to enter into a contract.

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<sup>187</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

On Sep 5, 2012, at 6:24 AM, Abby Stec [REDACTED] wrote:

Good morning Tom, Dave, Dave  
 I know you are early risers so I have a an early morning favor to ask.....  
 There are several interest groups that are stirring the pot about the sole sourcing method we followed.  
 Can you please put some bullet points together that clearly indicate why Sprung is in a league of its own and that there is really no company to compare to it. It is very important that we put this to bed ASAP. We are also going to set up some web pages for the Collingwood website to show how spectacular the projects are going to be.

Dave Barrow... If you have any testimonials about working with Sprung. It would really help. I will call you this morning and follow up.

Thanks,  
 Abby

Abby Stec  
 Office: [REDACTED]  
 Mobile: [REDACTED]  
 Email: [REDACTED]

213. On September 5, 2012, Abby Stec of Green Leaf Distribution Inc. sent an email correspondence to Dave Barrow of BLT Construction Services as a follow-up to the above email mentioned in the previous paragraph.<sup>188</sup> I have reviewed this email and note it provides some evidence that Abby Stec wanted to infer the existence of a clear association between Sprung Instant Structures and BLT Construction Services documented on the BLT Construction Services webpage. I believe this to be relevant, as I have reviewed some evidence which suggested the citizens of Collingwood had voiced their concerns about sole sourcing the construction component of the Sprung Instant Structures Project rather than just the Sprung Instant Structures product itself. I have detailed evidence earlier in this ITO that Tom Lloyd of Sprung Instant Structures confirmed that there were companies other than BLT Construction Services that could have erected the Sprung Instant Structures for the Town of Collingwood. This email reads as follows:

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**From:** Abby Stec [REDACTED]  
**Sent:** Wednesday, September 05, 2012 8:50 AM  
**To:** Dave Barrow  
**Subject:** Re: Sprung Structures - LEED

Thanks so much Dave. It would also be a huge help if something about Sprung could be highlighted on the home page of your site. ( the site is beautiful by the way!)

<sup>188</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

214. On September 16, 2012, Paul Bonwick sent an email correspondence to Dave Barrow of BLT Construction Services, which was carbon copied to Abby Stec.<sup>189</sup> I have reviewed this email and note by the Subject line that Paul Bonwick is attempting to coordinate a meeting between Dave Barrow and "ed". Given the content of the email with a reference to "an electricity conference ed will be attending", I believe that this references Acting CAO Ed Houghton, who was also the CEO and President of COLLUS/Powerstream at this time.

From: Paul Bonwick [REDACTED]  
 Sent: Sunday, September 16, 2012 11:30 AM  
 To: Dave Barrow  
 Cc: Abby Stec  
 Subject: Approvals

Hi Dave:  
 Is it possible to meet Monday or Tuesday?  
 There is an electricity conference ed will be attending out of town later this week.  
 He is returning today from a long weekend (holiday). I can possibly get him to commit  
 earlier in the week.  
 Cheers,  
 Paul  
 Hon. Paul Bonwick P.C.  
 Compenco Communications  
 Off: [REDACTED]  
 Cell: [REDACTED]  
 www.compenco.ca

215. On September 16, 2012, Abby Stec sent what appears to be a follow-up email correspondence to Dave Barrow and copied to Mark Watts of BLT Construction Services, in relation to the email correspondence in paragraph above.<sup>190</sup> I have reviewed this email correspondence and I believe it provides further evidence of an on-going relationship between Paul Bonwick/Abby Stec and Acting CAO Ed Houghton and that the relationship relates to BLT Construction Services, the company chosen by the Town of Collingwood Council to supply and erect the Sprung Instant Structures.

<sup>189</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

<sup>190</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.



From: Abby Stec- Compenso [abbystec@redacted]  
Sent: Sunday, September 16, 2012 10:18 PM  
To: 'Dave Barrow'  
Cc: mwatts@redacted

Hi Dave, Mark,

Ed will follow up with you first thing in the morning. Paul I suggest sending him a quick outline of what you need approved. He is an early riser and will make sure it is done. Sorry for the delay.

Regards,  
Abby



Abby Stec, LEED™ AP  
President, C.E.O.  
*Board Chair, Environment Network*  
office: 705 [redacted]  
fax: 705 [redacted]  
mobile: 705 6 [redacted]  
email: abbystec@g [redacted]  
www.greenleafdistribution.ca

216. On October 8, 2012, Acting CAO Ed Houghton sent an email correspondence to Mayor Sandra Cooper, Town of Collingwood Council Members, Town of Collingwood EMT members, and project coordinator Ron Martin.<sup>191</sup> I have reviewed this email correspondence and note Acting CAO Ed Houghton acknowledged that the Town of Collingwood engaged WGD Architects to produce a comparison report for a steel fabricated building and an insulated architectural building. I believe the email provides evidence that Acting CAO Ed Houghton was aware WGD Architects was hired by the Town of Collingwood to do a comparison study and that WGD Architects were not a competitor to Sprung Instant Structures, as Acting CAO Ed Houghton detailed in the Town of Collingwood EMC 2012-01 Staff Report to Council. I have attached the email as follows:

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<sup>191</sup> This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

**From:** Ed Houghton  
**Sent:** Monday, October 08, 2012 10:39 AM  
**To:** Sandra Cooper; Rick Lloyd; Mike Edwards; Kevin Lloyd; Ian Chadwick; Keith Hull; Dale West; Sandy Cunningham; Joe Gardhouse; Sara Almas; Larry Irwin; Marjory Leonard; Marta Proctor; Ron Martin  
**Cc:** Dave McNalty; Dennis Seymour  
**Subject:** Fw: Arena Comparisons  
**Attachments:** October 5 2012 Memo - WGD Arena Comparisons.doc; EMC 2012-01 Pre Eng Arena Project Development Final.pdf; Air Tightness Test.pdf; Sprung Comparison Report Rev 1\_1 -2012-04-26.pdf

Mayor Cooper, Deputy-Mayor Lloyd, Members of Council and Colleagues:

On Friday afternoon Councillor West sent me information that was being circulated by the Friends of Central Park. The information was a report produced at our request by WGD Architects comparing a steel fabricated building to the insulated architectural membrane building. The report is being misread mainly because the report originally was not comparing the proper structures and was revised partially by WGD. Town Staff were aware of what was and was not revised but without this knowledge one can see how this could be misleading. The following is an excellent report from Dave McNalty fully explaining the report and how it is being misinterpreted and how it should be understood.

Thanks to Dave for working on this over the Thanksgiving Weekend.

Respectfully.....Ed

217. On November 18, 2013, Dave McNalty [Manager of Fleet, Facility and Purchasing] sent an email correspondence to Sara Almas [Clerk] relating to clarifications in the WGD Architects report between the first and second draft.<sup>192</sup> I have reviewed this email and note (in the last paragraph) that WGD Architects were hired by the Town of Collingwood to do a comparison study and that WGD Architects were not a competitor to Sprung Instant Structures, as Acting CAO Ed Houghton detailed in the Town of Collingwood EMC 2012-01 Staff Report to Council. I also note in this email and the email in paragraph 216, it is suggested by Dave McNalty and Acting CAO Ed Houghton that WGD Architects were mistaken on the facts related to their initial report on Sprung Instant Structures. I have previously detailed in this ITO that the Town of Collingwood prohibited WGD Architects from contacting Sprung Instant Structures in August of 2012 when WGD Architects were attempting to gather the necessary technical data for their comparison report. The email reads as follows:

<sup>192</sup> This correspondence was provided to police by Steve Berman via his FOI request to the Town of Collingwood.

The first attachment dated 2012-08-16 illustrated the lack of understanding of the Sprung membrane system. Look about page 10. This was their draft report.

I recall that we had a telephone conversation explaining that their illustration may have been relative to some membrane enclosures, but that the Sprung system was different. I forwarded the Sprung Performance Arena brochure (attached) along with the following comment:

*Attached is a brochure on Insulated Fabric Membrane arenas. In terms of thermal performance, their claim is R-30. The aluminum extrusions are placed in the range of 10 – 12 feet apart and between each is outside membrane – 9" insulation – inside membrane. There is no thermal break in the aluminum extrusions, but they are spaced quite far apart.*

The second report dated 2012-08-17 was the corrected version after they realized that they were comparing to a different system (Page 9). The idea that WGD put forward that R-30 would be achievable in a conventional building with additional insulation would be true, but they never included it in their pricing if I remember right.

218. On November 7, 2012, Dave Barrow of BLT Construction Services sent an email correspondence to Deputy Mayor Rick Lloyd relating to an excavation package for work to be done on the BLT Construction Services/Sprung Instant Structures work site.<sup>193</sup> I have reviewed this email and note it provides some evidence of the relationship between Dave Barrow and Deputy Mayor Rick Lloyd. I have gained knowledge through this investigation that Deputy Mayor Rick Lloyd's brother is Steve Lloyd and he owns an excavating company in the Collingwood area.

From: Rick Lloyd [REDACTED]  
 Sent: Wednesday, November 07, 2012 3:01 PM  
 To: 'dave' [REDACTED]  
 Subject: Re: Excavation

Will do and thank you

Sent from Blackberry Mobile Device

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

From: Dave Barrow (mailto:[REDACTED])  
 Sent: Wednesday, November 07, 2012 02:57 PM  
 To: Rick Lloyd  
 Subject: Excavation

Hi Rick

We have forwarded the Excavation package but have had no response if your brother is quoting. Can you check to see if he will be submitting a price?

Thx

Regards  
 David Barrow  
 Vice President  
 BLT Construction Service Inc  
 [REDACTED] cell [REDACTED]

<sup>193</sup> This email correspondence was provided to police by David Barrow on September 11, 2013.

Investigative Strategies, Relationships and Related Issues

219. Investigators recognize that the most significant issue impeding this investigation is the relationships between the various involved individuals. I have provided detailed evidence in this ITO about the relationships between these individuals including:

- a. Deputy Mayor Rick Lloyd and Paul Bonwick are friends and Deputy Mayor Rick Lloyd previously worked for Paul Bonwick at an aggregate company that Paul Bonwick once owned.
- b. Town of Collingwood Councillor Kevin Lloyd "does what he is told" in relation to his role on the Town of Collingwood Council.
- c. Town of Collingwood Councillor Ian Chadwick has worked for Paul Bonwick at Compenso Communications in the past.
- d. Paul Bonwick and Town of Collingwood Mayor Sandra Cooper are brother and sister.
- e. Town of Collingwood Councillor Sandy Cunningham and Mayor Sandra Cooper (and Paul Bonwick) are cousins.
- f. According to witness Don Gallinger, Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd have been seen on a regular basis in the offices of Abby Stec and Paul Bonwick, in a professional building associated to Green Leaf Distribution Inc. and Compenso Communications.
- g. Paul Bonwick is reported to be friends with most of the members of the Town of Collingwood Council.
- h. Paul Bonwick and Acting CAO Ed Houghton have a reported business association through Green Leaf Distribution Inc.
- i. The Mayor of Wasaga Beach is a cousin to Paul Bonwick and Town of Collingwood Mayor Sandra Cooper.

220. I believe the relationship between Paul Bonwick and Acting CAO Ed Houghton is central to this investigation and a very important component of the allegations set out in this ITO. In relation to the Town of Collingwood/Sprung Instant Structures project, I have provided significant detail that confirms Acting CAO Ed Houghton is the common denominator between the Town of Collingwood, Sprung Instant Structures, Green Leaf Distribution Inc. and BLT Construction

Services. I will further detail my beliefs regarding evidence that verifies a strong link between Paul Bonwick and Acting CAO Ed Houghton in paragraphs 249-252.

221. I have provided detail in this ITO that witness Don Gallinger provided information to investigators through a witness interview. I have reviewed this interview and learned that Abby Stec told him Paul Bonwick and Acting CAO Ed Houghton had a partnership with roof top vents. Don Gallinger stated that he received this information from Abby Stec the first day that he visited her in her office at Green Leaf Distribution Inc. Don Gallinger also informed investigators that he had knowledge Acting CAO Ed Houghton and Paul Bonwick are personal long-time friends and that they have a place together in Florida.
222. Tim Fryer, the retired Chief Financial Officer (CFO) for COLLUS provided investigators with details related to the business relationship between Green Leaf Distribution Inc. and COLLUS. I know this because I have reviewed a transcript of a witness interview that Tim Fryer provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on April 8, 2013. From my review I learned the following relevant information:
- a. Tim Fryer worked for COLLUS for 33 years. Tim Fryer was the CFO during the partial sale of COLLUS to PowerStream.
  - b. Ed Houghton and Tim Fryer were co-managers of the Collingwood Utility Company.
  - c. When COLLUS changed their structure, Acting CAO Ed Houghton became the CEO of COLLUS and Tim Fryer became the CFO. Tim Fryer reported to Acting CAO Ed Houghton from that time forward.
  - d. Tim Fryer is aware of Green Leaf Distribution Inc. He is aware that Green Leaf Distribution Inc. was involved with COLLUS.
  - e. In late 2010, Acting CAO Ed Houghton brought the concept of Green Leaf Distribution Inc. and the solar roof powered vents to the Board of Directors at COLLUS. Acting CAO Ed Houghton actually brought the vent units into the initial board meeting and explained how the vents operated.
  - f. The COLLUS Board of Directors voted to partner with Green Leaf Distribution Inc. on the promotion of the solar powered roof vents through COLLUS and the Green Leaf Distribution Inc. project began in early 2011.
  - g. COLLUS was interested in the environmental impact of the vents and Green Leaf Distribution was in the process of gathering environmental statistics together with COLLUS.

- h. Green Leaf Distribution Inc. advertised their product in the COLLUS billing envelopes.
- i. Acting CAO Ed Houghton got the idea of promoting the solar vents with COLLUS and continued it when the company became COLLUS/PowerStream. Acting CAO Ed Houghton promoted the solar vents to other communities.
- j. Tim Fryer believed the owner of Green Leaf Distribution Inc. is Paul Bonwick however but does not have documentation to support that.



224. I am aware that there is much work to be done on this investigation before a final determination can be made as to the extent that various individuals are involved in the allegations. I am aware there currently is a lengthy list of individuals who will need to be interviewed, and in some cases re-interviewed by investigators on the facts detailed in this ITO. The investigators on my team are concerned about conducting these interviews prematurely as there is a risk of damaging the ability to gather certain types of evidence - given the close relationships I have detailed with many of the individuals involved.

225. Investigators on my team have routinely monitored media reports and social media blogs about the allegations in Collingwood since the inception of the O.P.P investigation detailed in this ITO. While this is not evidence of the allegations detailed within this ITO, the following has become clear to me from my review of the various sources of publicly available information:

- a. Most of the issues the O.P.P. have been asked to investigate in Collingwood have been subject to intense public comment in the print media and social media domains. In these various forums - rumors and innuendos have been rampant.
- b. There has been much written about the fact that Paul Bonwick is the brother of Town of Collingwood Mayor Sandra Cooper.
- c. There has been much written about Paul Bonwick having alleged involvement in other issues that the O.P.P. has been asked to investigate in Collingwood not directly related to the subject of this ITO - the Town of Collingwood/Sprung Instant Structures project.
- d. There has been much written in both print and social media about the Town of Collingwood/Sprung Instant Structures project.

226. Despite all of the interest and discussion in the various media outlets and internet social media posts about the Town of Collingwood/Sprung Instant Structures project, there has been no mention of the involvement of Paul Bonwick, Green Leaf Distribution Inc., Abby Stec or the allegation that these parties were paid as consultants on the Town of Collingwood/Sprung Instant Structures project. The investigative team is currently treating this particular piece of evidence as a form of hold-back evidence. The investigative team is concerned that by conducting additional interviews at this point-in-time, the fact that police know about this hold-back evidence may hinder our ability to gather additional evidence.

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<sup>194</sup> I learned this from my review of media website: [www.theenterprisebulletin.com/2013/07/23/dunbar-back-at-prc-post](http://www.theenterprisebulletin.com/2013/07/23/dunbar-back-at-prc-post)



227. The current investigative strategy has been determined by members of my team to include:

- a. Gather evidence surrounding the \$756,740.42 CAD payment BLT Construction Services made to Paul Bonwick of Compenso Communications pursuant to the Intermediary Contract, which has been detailed at length in this ITO.
- b. Gather evidence surrounding how this \$756,740.42 CAD payment was disseminated after it was made to Paul Bonwick of Compenso Communications. Investigators believe additional evidence will be obtained of other individuals sharing in the \$756,740.42 CAD payment that Paul Bonwick received from BLT Construction Services.
- c. I believe that facts gathered about this payment will afford evidence of the identified criminal offences, which I will detail in subsequent sections of this ITO.

228. Our investigative strategy has taken into consideration the belief that there were communications of a criminal nature between Abby Stec, Paul Bonwick, Dave Barrow, Acting CAO Ed Houghton and possibly members of Town of Collingwood Council. These communications occurred during the months of July and August 2012, leading up to the decision by the Town of Collingwood Council to vote in favor of a contract with BLT Construction Services for the Sprung Instant Structures project.

229. Investigators must first determine how the \$756,740.42 CAD that Compenso Communications received from BLT Construction Services was disseminated. Once determined, the investigative plan is to approach [REDACTED] requesting they consider becoming a police agent and engage in a one-party consent agreement. This investigative technique would give investigators the option of having the prospective agent(s) participate in targeted conversations with Acting CAO Ed Houghton, Paul Bonwick and possibly certain members of Town of Collingwood Council with the intent of gathering further evidence of the alleged offences. ||

230. The challenge to police in investigating the allegations set out in this ITO is that there are limited individuals who were party to the offences and there are limited ways to gather this evidence in a corroborated fashion. I believe that the recording of a conversation, subject to judicial authorization and a one party consent between a police agent and a suspect - is one of the limited options available to investigators to effectively gather corroborating evidence in this matter. I have personal knowledge that investigators on my team have successfully employed this investigative technique in the past in two unrelated fraud investigations undertaken by the O.P.P. Anti-Rackets Branch.

GROUNDINGS TO BELIEVE OFFENCES AGAINST THIS ACT HAVE BEEN COMMITTED

231. I believe that the alleged criminal offences detailed in the following paragraphs relate to all of the actions surrounding the payment of \$756,740.42 CAD to Paul Bonwick of Compensio Communications by BLT Construction Services in relation to the Town of Collingwood/Sprung Instant Structures project. In this section I will detail the reasons for my belief.

232. I have read Section 122 of the *Criminal Code of Canada*, Breach of Trust by a Public Officer, which states:

Every official who, in connection with the duties of his office, commits fraud or a breach of trust is guilty of an indictable offence and liable to imprisonment not exceeding five years, whether or not the fraud or breach of trust would be an offence if it were committed in relation to a private person.

Section 118 of the Criminal Code defines an "official" as person who:

- a) either holds an office, or
- b) is appointed or elected to discharge a public duty.

Section 118 of the Criminal Code also defines "office" as including:

- a) an office or appointment under the government, or
- b) a civil or military commission, and
- c) a position or an employment in a public department.

233. I believe the term of "official" to mean a person who holds a position of duty, trust or authority in the public service. I believe the term "office" to include a position to which certain duties are attached, such as place of trust, authority, or service under constituted authority.

234. I believe that Town of Collingwood is a municipality in the Province of Ontario operating under the *Municipal Act, 2001*. I am of the belief that the CAO is an appointed position within the municipal administrative structure of the Town of Collingwood and thus constitutes employment in a public department within the Town of Collingwood.

235. I believe that it the primary responsibility of the Town of Collingwood CAO is to ensure that Council is provided with the appropriate level of analysis and advice on policy and programs issues and that the decisions of Council are carried out.<sup>195</sup> I believe the position of CAO is one entrusted with a significant level of authority and duty to serve the greater public good.

236. I have read an extensive overview of the job description for the CAO of the City of Windsor, Ontario.<sup>196</sup> From my review I learned the following relevant information related to the role of the CAO:

- a. To provide consistent corporate direction and leadership for the planning and delivery of municipal services and the achievement of corporate goals, while encouraging the establishment of processes and procedures that promote accountability to established standards and policies.
- b. The CAO works closely with the Mayor and City Council, as well as City Administration through its senior leaders to ensure Council's goals and objectives are achieved.
- c. This is realized by providing strategic leadership to the Corporation, managing the daily operations of service delivery, and leading ongoing improvements with a goal of greater efficiency.
- d. The CAO also oversees major City projects and initiatives, contract negotiations and labour relations, and the development, recommendation and implementation of corporate policy.
- e. The CAO recommends annual operating and capital budgets as part of the municipality's financial requirements in conjunction with the City Treasurer.
- f. As delegated by City Council, the Chief Administrative Officer approves a number of administrative reports, contracts and expenditures on behalf of Council through the Delegation of Authority By-law.
- g. The CAO oversees the appointment and employment of all City employees.

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<sup>195</sup> I learned this from a document located on the Town of Collingwood webpage titled CAO's Office:  
<http://www.collingwood.ca/cao>

<sup>196</sup> I located this document at: [www.citywindsor.ca/cityhall/Administration/Chief-Administrative-Officer/Pages/Chief-Administrative-Officer.aspx](http://www.citywindsor.ca/cityhall/Administration/Chief-Administrative-Officer/Pages/Chief-Administrative-Officer.aspx)

237. I have read Section 380(1)(a) of the *Criminal Code of Canada*, Fraud, which states:

Everyone who by deceit, falsehood or other fraudulent means, whether or not it is a false pretense within the meaning of this Act, defrauds the public or any person, whether ascertained or not, of any property, money or valuable security or any service, is guilty of an indictable offence and liable to a term of imprisonment not exceeding fourteen years, where the subject-matter of the offence is a testamentary instrument or the value of the subject-matter of the offence exceeds five thousand dollars.

238. I do not believe that Dave Barrow was being honest with Detective Sergeant Shawn Evans and Detective Constable Ticknor during a specific matter in his witness interview. This relates to certain questions directed to the compensation fee paid to Green Leaf Distribution Inc. from BLT Construction Services in relation to the Town of Collingwood/Sprung Instant Structures project. My reasons for this belief are as follows:

- a. In paragraph 157 of this ITO, I have detailed that during his audio interview, Dave Barrow started his reply to the question posed that he "added Green Leaf Distribution's 6.5 % fee to the total cost of the project", then stopped mid-sentence, and said that he "took it out of BLT Construction Services' profit margin".
- b. In paragraph 153 of this ITO, I have detailed contradictory evidence to Dave Barrow's assertion (above in (a)) which identifies a document provided to police by Dave Barrow, stating: "Green Leaf added their intermediary on top of BLT's bid price".
- c. I have also detailed in paragraph 155 of this ITO, an email correspondence Abby Stec sent to Dave Barrow on August 21, 2012, ten days before BLT Construction Services paid Paul Bonwick the \$756,740.42 CAD. In this email correspondence Abby Stec directed Dave Barrow to add 6.5% to all of the numbers in the Town of Collingwood/Sprung Instant Structures budget. I believe this to reflect Green Leaf Distribution's compensation fee. In this same email correspondence, Abby Stec then directed Dave Barrow to send the final budget numbers to Ed (Acting CAO Ed Houghton).

*Affiant's Notes: I have learned from Detective Sergeant Shawn Evans that he did not wish to press or extensively challenge Dave Barrow on his assertion during the interview out of concern that the police interest in the issue may be communicated back to Paul Bonwick and/or Abby Stec. As previously detailed, this is a form of hold-back information that if revealed, may damage the ability of investigators to gather additional evidence.*

- d. This issue becomes very significant because nowhere in the final budget which was sent to the Town of Collingwood for this project does it list Green Leaf Distribution Inc. as a paid consultant or the Green Leaf Distribution Inc. payment of 6.5% of the contract cost.

I believe, based on email evidence relating to Abby Stec, that Green Leaf Distribution Inc. added 6.5% of the contract cost, to the Town of Collingwood/Sprung Instant Structures project budget, before the final numbers were presented to the Town of Collingwood for approval, and that cost was intentionally hidden from the Town of Collingwood.

239. Sara Almas [Clerk] was the only member of the Town of Collingwood administration personnel and also the only member of the Town of Collingwood EMT interviewed by police investigators. At a later and appropriate time, attempts will be made to interview the remaining EMT members. Investigators believe Sara Almas to be a creditable and reliable source of information. As such, Sara Almas was asked to provide detailed information relating to procurement and the use of consultants in the Town of Collingwood/ Sprung Instant Structures project. Investigators wished to learn more information in relation to any direction she received, or was privy to, as a member of the Town of Collingwood EMT. As I have previously detailed in this ITO, the members of the Town of Collingwood EMT were Sara Almas, Acting CAO Ed Houghton, Marjory Leonard [Treasurer] and Larry Irwin [Director of I.T. COLLUS]. I have reviewed Sara Almas' witness interview provided to Detective Sergeant Shawn Evans and Detective Constable Tim Ticknor on November 14, 2013. The following is information relevant to the investigation:

- a. By-Law 2006-042, is the Corporation of the Town of Collingwood by-law to provide for the purchase of Goods and Services and would have been in effect during the time of the Sprung Instant Structures transaction. Section 6.7 (b) discusses the exceptions to the tendering process. The policy states the Clerk must receive either verbal or written authorization prior to the start of negotiations with any supplier where there is only one known source of the goods or services, known as a sole source. The by-law does not specify who is to give the Clerk authorization. Once a decision is made to sole source, Town of Collingwood Staff can communicate directly with the supplier. Sara Almas stated that the Town of Collingwood rarely sole source, and that the practice of providing the Clerk with verbal authorization was not followed.
- b. Sara Almas stated, "If verbal authorization is the Treasurer and Ed Houghton saying that due diligence was done and this is a sole supplier, if that's authorization, I guess that would qualify for this."
- c. In Staff Report EMC 2012-01, the justification to sole source is in Section 3, which details that the element of competition was included in gathering estimates of the manufacturers of architectural membrane structures with the more traditional forms of construction.

- d. Sara Almas talked about an email correspondence that discussed a pre-fab steel type arena and terms of reference for other affordable structures as a direct comparison to a Sprung Instant Structure arena. This was in contrast to the bricks and mortar structure discussed in phase 1 of the Central Park project.
- e. Sara Almas was not aware of any discussion within the EMT or to her as the Clerk to sole source the transaction for the Town of Collingwood Sprung Instant Structures project at the pool and arena.
- f. Sara Almas believed that if there was another company, other than BLT Construction Services, who could have constructed the Sprung Instant Structure, the contract with the Town of Collingwood could have been divided up or kept together. I believe that she was referencing the Sprung Instant Structure itself being sole sourced but the construction component being subject to a competitive bid process.
- g. Sara Almas was not aware that any consultants were engaged to facilitate the contract between the Town of Collingwood and Sprung Instant Structures/BLT Construction Services. This was never brought to Sara Almas' attention as an EMT member or as the Clerk. Sara Almas was never aware that a lobbyist was involved in the Town of Collingwood/Sprung Instant Structures project. Sara Almas was never aware of any information being provided to a consultant or lobbyist to facilitate the contract between the Town of Collingwood/Sprung Instant Structures/BLT Construction Services.
- h. Sara Almas advised that if a consultant was involved, and the cost for the consultant exceeded \$25,000.00, the Town of Collingwood Council would have to approve the hiring of the consultant in a vote through Council. If the Town of Collingwood paid a consultant for the Town of Collingwood/Sprung Instant Structures project, Sara Almas stated that she would expect to see an entry in the budget specifying such, that included details of the name of the consulting company. Sara Almas confirmed that if a consultant was used and the cost exceeded \$25,000.00 in a turnkey budget, the Town of Collingwood Council is still obligated to approve the expenditure for the consultant.
- i. If Sprung Instant Structures or BLT Construction Services utilized a consultant or lobbyist to get the Town of Collingwood 'on board' to buy their product, then BLT Construction Services or Sprung Instant Structures should be responsible for the cost. If the cost was passed to the Town of Collingwood, there should be a line item in the budget detailing the expense.
- j. Sara Almas feels that there was no need to involve a consultant or lobbyist in regards to the contract between the Town of Collingwood, and Sprung Instant Structures/BLT Construction Services as she felt the purchase of the Sprung Instant Structures was the way certain members of Council wanted to proceed.

240. I have provided detail in paragraph 160 that there was no entry in the budget reflecting the compensation (\$756,740.42 CAD) paid to Paul Bonwick of Compenso Communications and/or Green Leaf Distribution Inc. by BLT Construction Services for the alleged consulting work done on the Town of Collingwood/Sprung Instant Structures project. This budget document was provided to Detective Constable Ticknor by Dave Barrow of BLT Construction Services. Furthermore, I have detailed in paragraph 204 that witness Stephen Berman [Town of Collingwood resident and requestor of FOI documents] received a copy of the Town of Collingwood/Sprung Instant Structures project budget as a result of his FOI request and provided the same to police investigators. I have reviewed this document can confirm there is no entry in the budget reflecting the compensation (\$756,740.42 CAD) paid to Paul Bonwick of Compenso Communications by BLT Construction Services for the alleged work done on the Town of Collingwood/Sprung Instant Structures project.
241. I have detailed in this ITO the chain of events relating to the Town of Collingwood Council's ultimate decision to enter into a contract with BLT Construction Services for the Town of Collingwood/Sprung Instant Structures project. I have pieced this chain of events together utilizing witness interview accounts and document evidence that investigators have obtained to date. I believe there are some facts contained within this ITO that form part of the Town of Collingwood/Sprung Instant Structures project history that may fall into the categories of poor ethical behavior or administrative violations of procurement rules and/or policy. While these categories on their own do not afford evidence of a criminal offence, they are an important piece of the Town of Collingwood/Sprung Instant Structures history. It is for this reason, I have included this information in this ITO. It has been my experience, and that of my team, to find fraud and corruption related offences of this nature often times convoluted with evidence of instances of poor ethical behavior and/or administrative violations of policy. I have detailed below, several pieces of evidence in this ITO in which I am able formulate my belief that reasonable grounds exist for the criminal offences identified in paragraphs 231 and 237. These pieces of evidence are detailed in the following paragraphs.
242. In Paragraph 88, Sprung Instant Structures Sales Representative Pat Mills provided evidence of a telephone conversation that he had with his employer, Tom Lloyd, in July of 2012. In the conversation, Tom Lloyd communicated to Patrick Mills there was a lobbyist who could assist with completing the Town of Collingwood/Sprung Instant Structures project. Tom Lloyd made a request to Patrick Mills to share his commission from the sale with the lobbyist. This is the first instance in the chronology between the Town of Collingwood and Sprung Instant Structures/BLT Construction Services that I have seen evidence of, or mention of a lobbyist. I am cognizant that the name of the lobbyist was not mentioned in the conversation between Pat Mills and Tom Lloyd, however I believe, based on all of the evidence I have detailed in this ITO that the lobbyist Tom Lloyd was speaking of was in fact Paul Bonwick.

243. I have detailed evidence in this ITO that prior to July 20, 2012, (the date Green Leaf Distribution Inc. was introduced to BLT Construction Services) there was significant on-going dialogue between Sprung Instant Structures, the Town of Collingwood and BLT Construction Services about the Town of Collingwood/Sprung Instant Structures project. I have not seen any evidence to suggest that the Town of Collingwood was having any difficulty conveying its recreational needs and/or plans to either Sprung Instant Structures or BLT Construction Services.
244. I have detailed evidence in this ITO which identifies Sprung Instant Structures Regional Sales Manager Tom Lloyd requested Dave Barrow of BLT Construction Services meet with Green Leaf Distribution to discuss a possible turnkey contract with the Town of Collingwood for the pool enclosure and the new arena. This request was made on July 20, 2012, four days after the July 16, 2012, Town of Collingwood Council meeting which clearly identified the direction (fabric membrane structure) which Council wished to explore for the development of recreational facilities.
245. I believe that the motion passed by Council on July 16, 2012, is significant as it afforded the Town of Collingwood Staff a very short time period to complete what should have been a comprehensive comparison report to assist Council in its decision on the recreational building options. The Staff Report was to be completed in advance of the August 27, 2012, Council meeting.
246. I have detailed in this ITO that the first meeting between Sprung Instant Structures, BLT Construction Services and Green Leaf Distribution Inc. occurred on July 26, 2012. I believe this to be the key element to the alleged criminal offences set out in paragraphs 231 - 237. It is this involvement of Abby Stec and Paul Bonwick of Green Leaf Distribution Inc., acting in concert with Acting CAO Ed Houghton and Dave Barrow of BLT Construction Services, to receive the compensation payment of \$756,740.42 CAD from BLT Construction Services - central to the allegations.
247. I have read the preamble for the Town of Collingwood Code of Conduct for Members of Council.<sup>197</sup> I noted that the preamble states that members of Council are, **“held to a high standard as leaders of the community and they are expected to become well informed on all aspects of municipal governance, administration, planning and operations. They are also expected to carry out their duties in a fair, impartial, transparent and professional manner.”**
248. I have provided detail in this ITO of a number of concerning instances relating to the Town of Collingwood/Sprung Instant Structures project, and the direct involvement of Deputy Mayor Rick Lloyd. I will detail these instances below:

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<sup>197</sup> This document was received from Sara Almas [Clerk] on November 14, 2013 and also located on the Town of Collingwood webpage: [www.collingwood.ca/files/Town%20of%20Collingwood%20Code%20of%20Conduct\\_Apr%208\\_13.pdf](http://www.collingwood.ca/files/Town%20of%20Collingwood%20Code%20of%20Conduct_Apr%208_13.pdf)



- a. In paragraph 112 and 114, I have identified email correspondences that identify Deputy Mayor Rick Lloyd has provided direction to Acting CAO Ed Houghton that he was to be the only person from the Town of Collingwood to have contact with Sprung Instant Structures. I believe this to be particularly concerning evidence as Acting CAO Ed Houghton was communicating this information in email form to Dave McNalty – the executive lead in charge of purchasing and procurement for the Town of Collingwood. He is by all accounts, the one who should have been the person overseeing the procurement procedure and controlling who was having contact with Sprung Instant Structures. I have detailed in this ITO that up to this point in the chronology that Dave McNalty, Marta Proctor [Director of Leisure Services] and some recreational facility (arena) staff from the Town of Collingwood, all, at various points, engaged in contact and information sharing with Sprung Instant Structures representatives.
- b. I have detailed in paragraph 115, that several hours after receiving the email direction from Acting CAO Ed Houghton that he was to be the only contact with Sprung Instant Structures, Dave McNalty emailed Brian Gregerson of WGD Architects and conveyed that WGD Architects were not to have any contact with Sprung Instant Structures. I believe this direction is contrary to the work WGD Architects was initially contracted to do for the Town of Collingwood – which was to provide comparison information on the Sprung Instant Structures with more traditional building types. I believe this communication restriction put on WGD Architects reasonably impeded their ability to complete a comprehensive comparison of the building types.
- c. In paragraph 163, I have detailed evidence of an email correspondence that Deputy Mayor Rick Lloyd sent to Paul Bonwick on August 22, 2012, five days before the Town of Collingwood Council Meeting where Council voted to enter into a contract with BLT Construction Services. I believe this email is evidence in support that the alleged criminal offences were committed. In this email, Deputy Mayor Rick Lloyd clearly articulates a level of knowledge that Paul Bonwick is involved with the Sprung Instant Structures project, **“he overheard you speaking about our plans for Monday night and the proposed Sprung building”**. I have already articulated in my *Affiant Notes* my belief that the reference to “Monday” is the August 27, 2012, Town of Collingwood Council meeting where Council passed a motion to enter into a contract with BLT Construction Services. I believe one of the primary facts in issue related to the alleged criminal offences is - that the Corporation of the Town of Collingwood and Council, as a governing body (as opposed to individual Council members) were completely unaware Paul Bonwick and/or his companies (Compenso Communications and/or Green Leaf Distribution Inc.) were involved (and paid \$756,740.42 CAD ) as consultants and/or lobbyists with the Town of Collingwood/Sprung Instant Structures project. I believe this email provides evidence that Deputy Mayor Rick Lloyd was not only aware that Paul Bonwick was involved, but was also engaged in some form of on-going communication with him, as he expressed in the email his disappointment that Paul Bonwick did not inform him of a presentation that involved Sprung Instant Structures and

the Mayor of Wasaga Beach. I believe this email also affords evidence of the relationship between Deputy Mayor Rick Lloyd and Paul Bonwick, when the Deputy Mayor articulates in the email of the cousin relationship between Wasaga Beach Mayor Cal Patterson and Paul Bonwick.

- d. I have detailed in paragraph 149 an email exchange between Deputy Mayor Rick Lloyd and Acting CAO Ed Houghton. The email relates to a draft version of Staff Report EMC 2012-01, a report ultimately provided to members of Town of Collingwood Council prior to the August 27, 2012, Council meeting. I believe that the Staff Report EMC 2012-01 is a key element to the alleged criminal offences. I believe the email from Deputy Mayor Rick Lloyd to Acting CAO Ed Houghton is relevant evidence as the Deputy Mayor states that the Staff Report "needs the Ed Houghton positive spin in a redraft" and further, where the Deputy Mayor writes, "As well we must be careful not to give too much information". I have provided detail in paragraph 96 the specific direction from Council at the July 16, 2012, Town of Collingwood Council meeting, was to have staff prepare a report for Council that develops a project timeline and detailed estimates to construct a single pad arena that could be phased into a double pad. I believe Deputy Mayor Rick Lloyd's direction, as evidenced in the email to Acting CAO Ed Houghton, speaking about the re-draft of the Staff Report, directing that the report must be careful not to give too much information, is a direct contradiction (and evidence of the alleged criminal offences) to the very motion he put before Council, and that the Town of Collingwood Council passed.
- e. I believe evidence of the alleged criminal offence of breach of trust exists in relation to the content and dissemination of the Town of Collingwood Staff Report EMC 2012-01. I have detailed evidence from Sara Almas [Clerk] in paragraph 188 and WGD Architects Brian Gregersen in paragraph 187 - that it is normal practice to attach a consultants' report to municipal Staff Reports when disseminated to members of Council. I believe this assertion is plainly common sense. Council members must be fully informed and vote in the best interests of the community on a particular issue addressed in a Staff Report. It is reasonable to think that members of Council should have access to any-and-all available professional consulting reports that were used to create the Staff Report. I have detailed in paragraph 184 evidence that the WGD Architects report prepared at the request of the Town of Collingwood was not provided to members of Council prior to the August 27, 2012, Council meeting. I have provided detailed evidence in paragraph 185 regarding concerns forwarded by WGD Architects that the content of their August 2012 report to the Town of Collingwood was used completely out of context in Staff Report EMC 2012-01. Based on the evidence I have articulated in this ITO on this issue, I believe that WGD Architects were intentionally described by and held out as competitors to Sprung Instant Structures in the Staff Report EMC 2012-01. I believe this was done in an effort to put Sprung Instant Structures in a favorable position as it is agreed as a matter-of-fact that a fabric membrane structure is much less expensive than a traditional building to construct. Based on evidence from Sara Almas and the email described above from Deputy Mayor Rick Lloyd to Acting CAO Ed

Houghton, I believe that Acting CAO Ed Houghton was responsible for the content of the final version of Staff Report EMC 2012-01, that was provided to members of Council, as detailed in this ITO. Therefore, I believe that Acting CAO Ed Houghton was responsible for the misrepresentation of WGD Architects in the Staff Report.

- f. In paragraph 145, I have detailed evidence that all members of the Town of Collingwood EMT received a copy of the entire WGD Architects report on August 17, 2012, some 10 days prior to the Council meeting. I have detailed evidence this ITO, corroborated by Sara Almas [Clerk], and my own review of the Rogers Cable video recording for this Council meeting, that confirms members of Council were never provided this very same WGD Architects report during or prior to the vote to approve the Sprung Instant Structures project. In paragraph 216, I have detailed evidence that identified Acting CAO Ed Houghton's assertion that WGD Architects provided a report which was a competitive option to the Sprung Instant Structures option. As detailed in that paragraph, I believe that the email explanation provided by Acting CAO Ed Houghton to WGD Architects about the use of the word "competition" is not accurate. With the above evidence in mind, I believe the following to be true:
- i. that the actions of not providing members of Council with the WGD Architects report and,
  - ii. additionally, significantly misrepresenting the content of the WGD Architects report findings used to prepare in Staff Report EMC 2012-01,

Is consistent with the direction from Deputy Mayor Rick Lloyd to Acting CAO Ed Houghton that **"we must be careful not to give too much information"**. Based on the information I have detailed above, I believe that the deceptive actions of Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd, relating to the WGD Architects report and Staff Report EMC 2012-01, were motivated by a desire to deprive members of Council (and interested members of the community) of information. I believe the deprivation related to 'what options other than' the Sprung Instant Structures option were available and I believe that their actions may have altered the course of the vote on the motion put to Council at the August 27, 2012 meeting.

249. I have provided significant detail in this ITO identifying evidence of communications between Abby Stec and/or Paul Bonwick of Green Leaf Distribution Inc. with someone from the Town of Collingwood during the months of July and August of 2012. I believe that these communications were in relation to the Town of Collingwood/Sprung Instant Structures project. I believe the information communicated relating to Town of Collingwood/Sprung Instant Structures project either came from, or was being provided to, "Ed". I believe that based on the totality of the evidence detailed in this ITO, the communications relating to "Ed" were between Town of Collingwood Acting CAO Ed Houghton and Abby Stec and/or Paul Bonwick of Green Leaf

Distribution Inc. I have detailed in paragraph 154(e), an email communication that I believe is clear evidence identifying Acting CAO Ed Houghton forwarding an internal Town of Collingwood email to Paul Bonwick in relation to the Town of Collingwood/Sprung Instant Structures project.

250. I believe there are reasonable grounds to support my belief that Acting CAO Ed Houghton committed the offence of breach of trust in relation to his actions described in this ITO relating to his contact with Abby Stec and/or Paul Bonwick. I believe that these actions directly relate to the Town of Collingwood/Sprung Instant Structures project. For the remainder of this subparagraph I will detail additional grounds for this belief.

- a. I have provided detail previously in this ITO and I do believe that Ed Houghton was appointed into the position of Acting CAO for the Town of Collingwood on an interim basis starting on April 12, 2012. I believe that Ed Houghton held this interim position until the Town of Collingwood replaced him with a permanent CAO on April 15, 2013.
- b. Based on the definitions provided in paragraph 231, I do believe that during the period of time that Ed Houghton held the position of Acting Chief Administrative Officer for the Town of Collingwood, pursuant to By-law 2012-051, "Appoint an Acting CAO for the Corporation of the Town of Collingwood", passed by the Town of Collingwood Council, that:
  - o Ed Houghton was an official, and
  - o Ed Houghton held a position of office.
- c. I believe that during the months of July and August of 2012, when Abby Stec and Paul Bonwick of Green Leaf Distribution Inc. were involved with the Town of Collingwood Sprung Instant Structures project, that Acting CAO Ed Houghton held the top administrative position for the Town of Collingwood.
- d. I believe I have provided evidence in this ITO that one of Acting CAO Ed Houghton's primary roles as CAO was to ensure that municipal staff follows through on the directions of Council as a whole, not only those of individual members of Council.
- e. I have detailed my review of the minutes for the Town of Collingwood Council meetings of July 16 and August 27, 2012, and I believe there was no direction from Council to hire a consultant to assist the Town of Collingwood with its discussions and/or contract negotiations with a sole source process involving Sprung Instant Structures or BLT Construction Services.

- f. I further believe, based on my review of these same minutes that at no time during the July 16 or August 27, 2012 Town of Collingwood Council meetings, did Acting CAO Ed Houghton provide information to Council that he was aware Abby Stec and Paul Bonwick of Green Leaf Distribution Inc. were involved as consultants in the Town of Collingwood/Sprung Instant Structures project.
- g. I further believe, based on my review of these same minutes and evidence from Sara Almas [Clerk], that at no time did Acting CAO Ed Houghton disclose to Town of Collingwood Council or members of the EMT, that he was providing information to, and receiving information from, Abby Stec and/or Paul Bonwick of Green Leaf Distribution Inc. in relation to the Town of Collingwood/Sprung Instant Structures project.
- h. I believe, based on my review of the numerous email correspondences obtained by police during this investigation, including those from Steve Berman's FOI request with the Town of Collingwood, that Acting CAO Ed Houghton did not disclose through email, to any member of Town of Collingwood staff or Council, that he was in communication with Abby Stec and/or Paul Bonwick of Green Leaf Distribution Inc. in relation to the Town of Collingwood/Sprung Instant Structures project. I believe that Ed Houghton had a very specific obligation in his position as CAO for the Town of Collingwood to communicate the above information both to Council and to his EMT.
- i. I believe based on information from Don Gallinger [resident of Collingwood who made the FOI request] and Tom Fryer [retired CFO of COLLUS] that there is some evidence that Acting CAO Ed Houghton had a business relationship with Paul Bonwick and Green Leaf Distribution Inc. in relation to the solar powered roof vents that he advocated to the Board of Directors of COLLUS.
- j. I have also provided evidence information from Stephen Thomson of Creative Developers that Acting CAO Ed Houghton appears to have made attempts to include Paul Bonwick in conversations regarding the sale of the Town of Collingwood owned grain terminals.
- k. I believe that the information of the solar powered roof vents and that of the terminal sale meeting, in conjunction with evidence from Don Gallinger of Acting CAO Ed Houghton frequently being in the offices of Paul Bonwick and Abby Stec, provides some evidence of a business association between Acting CAO Ed Houghton and Paul Bonwick.
- l. I do believe that this aspect of the investigation requires additional work to determine the nature and scope of this relationship between Acting CAO Ed Houghton and Paul Bonwick. I do believe that this work will be done at an appropriate time in the evidence-gathering phase of this investigation.

251. I have already articulated my belief that Acting CAO Ed Houghton's role in the deception related to the Town of Collingwood Staff Report EMC 2012-01 and the WGD Architects report is evidence of a breach of trust. I believe, pursuant to the elements of the offence set out for breach of trust by the Supreme Court of Canada in *R v. Boulanger*, the following:

- i. That Acting CAO Ed Houghton was an official;
- ii. That Acting CAO Ed Houghton was acting in connection with the duties of his office in relation to his actions with Paul Bonwick and Abby Stec of Green Leaf Distribution Inc. /Compenso Communications, as detailed above and in this ITO;
- iii. That by failing to disclose his level of involvement with Paul Bonwick and Abby Stec of Green Leaf Distribution Inc. /Compenso Communications, in relation to the Town of Collingwood/Sprung Instant Structures project, to the Town of Collingwood Council or to his EMT, I believe that Acting CAO Ed Houghton breached the standard of responsibility and conduct demanded of him by the nature of the office;
- iv. That by failing to disclose to Town of Collingwood Council or his EMT, his level of involvement with Paul Bonwick and Abby Stec of Green Leaf Distribution Inc. /Compenso Communications, in relation to the Town of Collingwood/Sprung Instant Structures project, the conduct of Acting CAO Ed Houghton represented a serious and marked departure from the standards expected of an individual in the CAO's position of public trust; and,
- v. That Acting CAO Ed Houghton's actions as detailed in this ITO, in advancing the business of Paul Bonwick and Green Leaf Distribution Inc./Compenso Communications in relation to the Town of Collingwood/Sprung Instant Structures project, while failing to make proper disclosure of his involvement with assisting Paul Bonwick and Green Leaf Distribution Inc./Compenso Communications with this matter, to Council or his EMT, acted with the intention to use his public office for a purpose other than the public good.

252. I believe there are reasonable grounds to believe that Abby Stec and Paul Bonwick of Green Leaf Distribution Inc. and Dave Barrow of BLT Construction Services committed the offence fraud over five thousand dollars in relation to the payment of \$756,740.42 CAD to Paul Bonwick of Compenso Communications for the Town of Collingwood/Sprung Instant Structures project. I have provided my reasoning for my belief in this paragraph. I also believe that Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd are suspects in relation to this fraud and that further investigation is required to ascertain how much, if any, of the \$756,740.42 CAD may have been paid to either Acting CAO Ed Houghton or Deputy Mayor Rick Lloyd. At this point in the investigation I do not have evidence that confirms whether or not Acting CAO Ed Houghton and/or Deputy Mayor Rick Lloyd knew that Paul Bonwick and Abby Stec of Green Leaf Distribution Inc. were paid \$756,740.42 CAD for the consulting work they did on the Town of Collingwood/Sprung Instant Structures project. One component of our future investigative

strategy is to gather evidence that will assist me and my colleagues in making a determination as to what Acting CAO Ed Houghton and Deputy Mayor Rick Lloyd knew of this issue. I have detailed below the areas of evidence that I believe support my belief that the alleged criminal offence of fraud has occurred:

- a. I have detailed in paragraph 238 my belief that Abby Stec, Paul Bonwick and Dave Barrow added 6.5% of the total BLT Construction Services turnkey construction cost to the Town of Collingwood/Sprung Instant Structures project budget before it was sent to the Town of Collingwood for approval and payment.
- b. I have detailed in paragraph 239 my belief that the Municipality of the Town of Collingwood and Municipal Council as a whole, was not made aware that they were paying \$756,740.42 CAD to Paul Bonwick of Compenso Communications/Green Leaf Distribution Inc., as a consultant or lobbyist, assisting BLT Construction Services and Sprung Instant Structures, on the Town of Collingwood/Sprung Instant Structures project.
- c. I have detailed in paragraph 239 my belief that Acting CAO Ed Houghton failed to notify the Town of Collingwood Council or his EMT that Paul Bonwick and Abby Stec of Green Leaf Distribution Inc./Compenso Communication were being paid as consultants/lobbyist, assisting BLT Construction Services and Sprung Instant Structures with the Town of Collingwood/Sprung Instant Structures project.
- d. I have detailed Dave Barrow's statement with investigators advising that he did not know if the Town of Collingwood knew of Green Leaf Distribution Inc.'s involvement in the Town of Collingwood/Sprung Instant Structures project and the fact that Dave Barrow told investigators that he did not mention this fact to anyone at the Town of Collingwood.
- e. My belief that that there were never any joint meetings held between the Town of Collingwood/BLT Construction Services/Sprung Instant Structures that included Green Leaf Distribution Inc., Paul Bonwick or Abby Stec. I believe that this additional piece of evidence demonstrates that the Town of Collingwood was not aware of Green Leaf Distribution Inc.'s involvement in the Town of Collingwood/Sprung Instant Structures project in the two months leading up to the August 27, 2012 Town of Collingwood Council meeting.
- f. I have detailed in paragraph 239(h) that the Town of Collingwood Council did not authorize the hiring of a consultant and/or lobbyist, or the payment of \$756,740.42 CAD, to assist BLT Construction Services/Sprung Instant Structures with the Town of Collingwood Sprung Instant Structures project.

- g. I have detailed in paragraph 204 and 239 that the Town of Collingwood was never provided with a detailed budget from BLT Construction Services for the Town of Collingwood/Sprung Instant Structures project that included the details of a payment of \$756,740.42 CAD to Paul Bonwick of Compenso Communications/Green Leaf Distribution Inc. for alleged consulting/lobbyist services.
- h. I have detailed in paragraph 239 that the Town of Collingwood at no time required the services of a consultant and/or lobbyist to assist with the negotiations/communications between the Town of Collingwood and Sprung Instant Structures and/or BLT Construction Services for the Town of Collingwood Sprung Instant Structures project.
- i. My belief that Sprung Instant Structures/BLT Construction Services' motivation for entering into an Intermediary Contract with Paul Bonwick and Green Leaf Distribution Inc./Compenso Communications was calculated. I believe that Sprung Instant Structures/BLT Construction Services wanted to take advantage of the close relationships Paul Bonwick had with members of Town of Collingwood Council, including his sister Mayor Sandra Cooper, and with Acting CAO Ed Houghton.
- j. I have detailed in paragraph 101, the comments of Tom Lloyd of Sprung Instant Structures that some individual Town of Collingwood Councillors were opposed to the Sprung Instant Structures concept and therefore this project risked delays or cancellation if not for the assistance of someone influential.
- k. Based on the evidence I have presented to date in this ITO about the communications between Abby Stec and/or Paul Bonwick and Acting CAO Ed Houghton, I believe that Paul Bonwick, because of his close relationships with the above identified persons, was in a position to work behind the scenes to broker the deal between the Town of Collingwood and Sprung Instant Structures/BLT Construction Services. I believe that the extent, if any, to which various individual members of the Town of Collingwood Council and Acting CAO Ed Houghton are complicit in the criminal offence of fraud is the subject of the continuing O.P.P. investigation.
- l. My belief that the work Green Leaf Distribution Inc. did for BLT Construction Services on the Town of Collingwood/Sprung Instant Structures project was intentionally hidden from the Town of Collingwood. I believe that the Intermediary Contract between BLT Construction Services and Green Leaf Distribution Inc., and the payment of \$756,740.42 CAD that BLT Construction Services made to Paul Bonwick and Compenso Communications/Green Leaf Distribution Inc., is shrouded in various layers of secrecy. I believe this secrecy is evidence of fraudulent activity for the following reasons:



- i. I have detailed evidence that the Intermediary Contract, the invoice to BLT Construction Services from Green Leaf Distribution Inc. and all of the correspondence identified in this ITO from the various emails is evidence of business dealings between BLT Construction Services and Green Leaf Distribution Inc.
- ii. I have detailed evidence in paragraph 133 identifying the Intermediary Contract section that sets out the confidentiality of the names, addresses and contact information of any third party involved with BLT Construction Services/Green Leaf Distribution Inc.
- iii. I have detailed in paragraph 133, 209-211, that despite the fact all the documents support a business transaction between BLT Construction Services and Green Leaf Distribution Inc. - BLT Construction Services made a payment of \$756,740.42 CAD to Compenso Communications – Paul Bonwick, not Green Leaf Distribution Inc.
- iv. I have detailed evidence in paragraph 133 identifying the Intermediary Contract section that the payment from BLT Construction Services to Green Leaf Distribution Inc., **“is not to be paid to Green Leaf by way of direct or re-directed deposit or advance by the third party, it is to be paid by BLT from BLT.”**
- v. I have noted that despite this very clear payment direction in the Intermediary Contract - payment was actually made to Compenso Communications - Paul Bonwick, not to Green Leaf Distribution Inc.
- vi. While each issue identified in these sub-paragraphs may, if considered individually, have a reasonable explanation, I do believe the information detailed in this paragraph, along with all of the other evidence I have detailed above in this ITO, is evidence of the layers of secrecy. Furthermore, I do believe that the identified offence of fraud is complete, to which I believe the Corporation of the Town of Collingwood is the victim.

|                                                                                |
|--------------------------------------------------------------------------------|
| GROUNDS TO BELIEVE THE THINGS TO BE SEIZED WILL AFFORD EVIDENCE OF THE OFFENCE |
|--------------------------------------------------------------------------------|

253. I have detailed evidence in paragraph 209 about the wire transfer of \$756,740.42 CAD that occurred on August 31, 2012. I have detailed evidence that the BLT Construction Services' source account for the \$756,740.42 CAD was Bank of Montreal (BMO) [REDACTED]. I have also detailed evidence that the destination account for the \$756,740.42 CAD was Canadian

Imperial Bank of Commerce (CIBC) account numbered [REDACTED] associated to Compenso Communications - Paul Bonwick.

254. I have learned from my review of Detective Sergeant Shawn Evan's notebook entries and reports that on March 24, 2014, he had a telephone conversation with Bruna Durigon of the Canadian Imperial Bank of Commerce. I learned that this conversation was in relation to the bank account associated to the payment made by BLT Construction Services to Compenso Communications - Paul Bonwick on August 31, 2012 (as detailed in this ITO). I learned that Bruna Durigon provided Detective Sergeant Shawn Evans with information that the Canadian Imperial Bank of Commerce account numbered [REDACTED] is associated to Green Leaf Distribution Inc./Paul Bonwick/Abigail Stec and Christine Harper. I learned from my review of his officer reports and notes that he is not aware of who Christine Harper is at this point in the investigation. I learned that Detective Sergeant Shawn Evans advised Bruna Durigon that he would be seeking a Production Order in relation to records held by the Canadian Imperial Bank of Commerce. I am aware from serving previous unrelated Production Orders on Bruna Durigon that her position with the Canadian Imperial Bank of Commerce involves producing certified bank records for police officers pursuant to Production Orders. I have knowledge that once Bruna Durigon receives a Production Order, it is her responsibility to ensure that the Canadian Imperial Bank of Commerce complies with the order within the specified time. I have read the notes and reports of Detective Sergeant Shawn Evans and note that he confirmed with Bruna Durigon that her business office is situated at 33 Yonge Street, 4th floor, Toronto, Ontario.

255. I have learned from my review of Detective Sergeant Shawn Evan's notebook entries and reports that on March 25, 2014, he attended the Barrie Court House and met with Justice of the Peace D.D. White. I learned that on that date Detective Sergeant Shawn Evans swore to an Information to Obtain Production Orders, one of which was in relation to Canadian Imperial Bank of Commerce (CIBC) account numbered [REDACTED], associated to Compenso Communications - Paul Bonwick. I learned that on March 28, 2014, Detective Sergeant Shawn Evans again attended the Barrie Court House and met with Justice of the Peace D.D. White. I learned that on that date Detective Sergeant Shawn Evans received from Justice of the Peace D.D. White, a Production Order directing Bruna Durigon of the Canadian Imperial Bank of Commerce to produce the following:

Certified copies of the following records and/or documents (if available) relating to Canadian Imperial Bank of Commerce (CIBC) account [REDACTED]:

- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and the personal information of any other person who had/has signing authority on the account.
- b. Authorized Signing Authority Electronic Access and Signature Card.

- c. Delegate Electronic Access and Signature Card.
  - d. All incorporated business documents (including small business documents) and forms relating to Green Leaf Distribution Inc. on file with the account.
  - e. Certified copies of all monthly account statements from the 28th day of August 2012 to the 21st day of March 2014, inclusive.
256. I have learned from my review of Detective Sergeant Shawn Evan's notebook entries and reports that on March 31, 2014, he provided a scanned copy of the issued Production Order to Bruna Durigon.
257. I have learned from my review of Detective Sergeant Shawn Evan's notebook entries and reports that on April 7, 2014, he received by courier, a sealed package from the Canadian Imperial Bank of Commerce. I learned from my review of his notebook entries and reports that he opened the package and identified that the contents related to the Production Order issued by Justice of Peace D.D. White, as detailed in the previous two paragraphs. I learned from my review of his notebook entries and reports that the documents contained in the package were all certified copies. I have read all of the documents contained in the package and I have read the contents of the affidavits completed by the Canadian Imperial Bank of Commerce employee named Antonette Arulanandam. Based on my review of the certified documents and the affidavits, I believe the information received from Bruna Durigon of the Canadian Imperial Bank of Commerce, in relation to the Production Order Issued by Justice of the Peace D.D. White, is reliable certified copies of banking records associated to Canadian Imperial Bank of Commerce account [REDACTED]. I learned that (0100) is the transit number for the Canadian Imperial Bank of Commerce and that the actual account number is [REDACTED].

*Affiant's Notes: From this point forward in this ITO I will just be referring to the account number without the transit number [REDACTED]*

258. I have reviewed the "Customer Details" documents for Canadian Imperial Bank of Commerce account [REDACTED] and confirmed the following information:
- a. The account is in the name of Green Leaf Distribution Inc., situated at 86 Hurontario Street, Unit 203, Collingwood, Ontario.
  - b. The records list the account being established on June 1, 2012. I confirmed that Edward P. Bonwick is listed on the account as the President and Secretary of Green Leaf Distribution Inc.
  - c. The signature specimen provided on the account appears to be the words, "Paul Bonwick". I observed that the banking records contain personal information for Edward

P. Bonwick including his home address, date of birth, home telephone number and Ontario Drivers license number.

- d. I have reviewed all of this information and confirmed that person identified as Edward P. Bonwick in the Canadian Imperial Bank of Commerce banking records is the same person identified as Paul Bonwick throughout this ITO.

259. I have reviewed the "Customer Details" documents for Canadian Imperial Bank of Commerce account numbered [REDACTED] and also confirmed the following information:

- a. Abigail Stec is listed as a 10% shareholder for Green Leaf Distribution Inc.
- b. The records contain personal information for Abigail Stec including her home address, date of birth, home telephone number and Ontario Drivers license number.
- c. I have reviewed all of this information and confirmed that person identified as Abigail Stec in the Canadian Imperial Bank of Commerce banking records is the same person identified as Abby Stec throughout this ITO.

260. I have reviewed the "Customer Details" documents for Canadian Imperial Bank of Commerce account numbered [REDACTED] and also confirmed the name of [REDACTED] listed as a 10% shareholder for Green Leaf Distribution Inc.

***Affiant's Notes:** At this point in the investigation I have not received any information identifying [REDACTED] being involved in the Town of Collingwood/Sprung Instant Structures project and I am not aware of what role, if any, she had at Green Leaf Distribution Inc. This matter will be subject to further investigation.*

261. The Canadian Imperial Bank of Commerce provided Detective Sergeant Shawn Evans with certified copies of business records (the Certificate of Incorporation) relating to Ontario Corporation Number 2295210, identified in the records as Green Leaf Distribution Inc. I have reviewed these records and note that these records provide information that is consistent with the ONBIS record information I have detailed earlier in this ITO.

262. Based on my review of the certified copies of the Canadian Imperial Bank of Commerce documents that I have detailed in the above paragraphs, I believe that Canadian Imperial Bank of Commerce account [REDACTED] is associated to Green Leaf Distribution Inc., Paul Bonwick and Abby Stec. Based on the evidence I have reviewed in the Canadian Imperial Bank of Commerce records, I believe that account [REDACTED] is the same account associated to the payment from BLT Construction Services to Green Leaf Distribution Inc./Compenso Communications – Paul Bonwick in relation to the Town of Collingwood Sprung Instant Structures project that I have detailed in this ITO.

263. I have reviewed all of the certified copies of the monthly account statements related to Canadian Imperial Bank of Commerce account [REDACTED]. I note that the monthly account statements contain evidence that on August 31, 2012, a total of \$756,740.42 (including \$21.00 that the Canadian Imperial Bank of Commerce deducted for a service charge) was credited to this account (by wire transfer) from BLT Construction Services. I observed that this evidence is consistent with the evidence I detailed in paragraph 212 about the wire transfer from BLT Construction Services to Compensio Communications – Paul Bonwick. Based on evidence from the Canadian Imperial Bank of Commerce account statements, in combination with the other information detailed in this ITO, I believe that the \$756,740.42 that Green Leaf Distribution Inc. received for assisting BLT Construction Services with the Town of Collingwood/Sprung Instant Structures project, was deposited to the identified Canadian Imperial Bank of Commerce account numbered [REDACTED].

264. I have reviewed all of the certified monthly account statements to determine how the \$756,740.42 was dispersed following the deposit on August 31, 2012, into the Green Leaf Distribution Inc. Canadian Imperial Bank of Commerce account numbered [REDACTED]. I believe that transactions between August 31, 2012 and January 31, 2012 in account [REDACTED] [REDACTED] have relevance to the allegations detailed in this ITO and I have made the following observations about this money following the deposit:

- a. The balance in account [REDACTED] prior to the August 31, 2012 credit of \$756,740.42 from BLT Construction Services was \$5,636.21.
- b. Between August 31, 2012 and January 31, 2012, the only money credited to the account - aside from the \$756,740.42 BLT Construction Services credit - was \$3,843.07.
- c. Between August 31, 2012, after the \$756,740.42 BLT Construction Services credit and January 31, 2013, the balance in the account was depleted to \$20,793.78 through a series of debit transactions.
- d. I have identified one credit and multiple debits from account [REDACTED] between August 31, 2012 and January 31, 2013 that I believe are relevant to this police investigation. I have created the following chart containing relevant transactions that I observed in the certified Canadian Imperial Bank of Commerce monthly banking statements for account [REDACTED]:

| Date      | Description                             | Debit     | Credit     |
|-----------|-----------------------------------------|-----------|------------|
| 31-Aug-12 | Wire transfer BLT Construction Services |           | 756,725.42 |
| 04-Sep-12 | Cheque [REDACTED] 132                   | 30,000.00 |            |
| 04-Sep-12 | Cheque [REDACTED] 131                   | 483.08    |            |

|           |        |  |     |            |  |
|-----------|--------|--|-----|------------|--|
| 04-Sep-12 | Cheque |  | 133 | 4,989.10   |  |
| 04-Sep-12 | Cheque |  | 128 | 506.92     |  |
| 04-Sep-12 | Cheque |  | 130 | 2,040.00   |  |
| 06-Sep-12 | Cheque |  | 142 | 742.72     |  |
| 06-Sep-12 | Cheque |  | 136 | 678.00     |  |
| 06-Sep-12 | Cheque |  | 137 | 25,425.00  |  |
| 06-Sep-12 | Cheque |  | 134 | 10,000.00  |  |
| 07-Sep-12 | Cheque |  | 138 | 78.66      |  |
| 07-Sep-12 | Cheque |  | 141 | 339.00     |  |
| 10-Sep-12 | Cheque |  | 139 | 395.50     |  |
| 12-Sep-12 | Cheque |  | 126 | 500.00     |  |
| 12-Sep-12 | Cheque |  | 145 | 82,382.30  |  |
| 12-Sep-12 | Cheque |  | 140 | 604.94     |  |
| 14-Sep-14 | Cheque |  | 149 | 16,679.12  |  |
| 14-Sep-14 | Cheque |  | 148 | 250.00     |  |
| 17-Sep-12 | Cheque |  | 135 | 111.87     |  |
| 18-Sep-12 | Cheque |  | 143 | 500.00     |  |
| 19-Sep-12 | Cheque |  | 146 | 474.60     |  |
| 19-Sep-12 | Cheque |  | 147 | 773.55     |  |
| 01-Oct-12 | Cheque |  | 144 | 75.67      |  |
| 02-Oct-12 | Cheque |  | 156 | 5,932.50   |  |
| 03-Oct-12 | Cheque |  | 155 | 113,000.00 |  |
| 03-Oct-12 | Cheque |  | 152 | 6,102.00   |  |
| 04-Oct-12 | Cheque |  | 151 | 3,575.32   |  |
| 05-Oct-12 | Cheque |  | 154 | 553.70     |  |
| 10-Oct-12 | Cheque |  | 153 | 400.00     |  |
| 18-Oct-12 | Cheque |  | 160 | 474.60     |  |
| 18-Oct-12 | Cheque |  | 157 | 8,175.55   |  |
| 18-Oct-12 | Cheque |  | 159 | 429.40     |  |
| 24-Oct-12 | Cheque |  | 164 | 322.05     |  |
| 31-Oct-12 | Cheque |  | 163 | 220.35     |  |
| 31-Oct-12 | Cheque |  | 162 | 395.50     |  |
| 02-Nov-12 | Cheque |  | 167 | 7,626.38   |  |
| 06-Nov-12 | Cheque |  | 166 | 6,102.00   |  |
| 19-Nov-12 | Cheque |  | 170 | 90.40      |  |
| 19-Nov-12 | Cheque |  | 165 | 1,152.60   |  |
| 20-Nov-12 | Cheque |  | 169 | 406.80     |  |
| 20-Nov-12 | Cheque |  | 171 | 339.00     |  |
| 23-Nov-12 | Cheque |  | 168 | 250.00     |  |
| 30-Nov-12 | Cheque |  | 174 | 8,956.80   |  |
| 30-Nov-12 | Cheque |  | 177 | 1,611.80   |  |

|           |              |            |     |            |  |
|-----------|--------------|------------|-----|------------|--|
| 30-Nov-12 | Cheque       | [REDACTED] | 172 | 2,673.27   |  |
| 05-Dec-12 | Cheque       | [REDACTED] | 179 | 7,797.00   |  |
| 07-Dec-12 | Cheque       | [REDACTED] | 180 | 1,723.25   |  |
| 11-Dec-12 | Cheque       | [REDACTED] | 173 | 73.45      |  |
| 12-Dec-12 | Cheque       | [REDACTED] | 181 | 250.00     |  |
| 12-Dec-12 | Cheque       | [REDACTED] | 176 | 135.60     |  |
| 14-Dec-12 | Cheque       | [REDACTED] | 184 | 250.00     |  |
| 17-Dec-12 | Cheque       | [REDACTED] | 185 | 25,000.00  |  |
| 24-Dec-12 | Cheque       | [REDACTED] | 187 | 10,000.00  |  |
| 27-Dec-12 | Cheque       | [REDACTED] | 182 | 250.00     |  |
| 31-Dec-12 | Cheque       | [REDACTED] | 129 | 506.92     |  |
| 04-Jan-13 | Cheque       | [REDACTED] | 190 | 457.65     |  |
| 04-Jan-13 | Cheque       | [REDACTED] | 189 | 7,062.50   |  |
| 04-Jan-13 | Cheque       | [REDACTED] | 192 | 2,239.87   |  |
| 04-Jan-13 | Cheque       | [REDACTED] | 186 | 10,000.00  |  |
| 09-Jan-13 | Cheque       | [REDACTED] | 188 | 6,102.00   |  |
| 09-Jan-13 | Cheque       | [REDACTED] | 193 | 553.70     |  |
| 16-Jan-13 | Debit memo   |            |     | 250,000.00 |  |
| 25-Jan-13 | Cheque       | [REDACTED] | 196 | 2,916.66   |  |
| 28-Jan-13 | Cheque       | [REDACTED] | 195 | 2,500.00   |  |
| 31-Jan-13 | Cheque       | [REDACTED] | 199 | 7,062.50   |  |
| 31-Jan-13 | Cheque       | [REDACTED] | 198 | 3,390.00   |  |
|           |              |            |     |            |  |
|           | Total Debits |            |     | 685,091.15 |  |
|           |              |            |     |            |  |

265. I believe that the data contained within the chart in the previous paragraph is accurate as I extracted this information from the certified Canadian Imperial Bank of Commerce records, provided to me pursuant to the Production Order issued by Justice of the Peace D.D. White. I believe that the data in the chart affords evidence that following the August 31, 2012 credit to the Canadian Imperial Bank of Commerce account of \$756,740.42 from BLT Construction Services - the money in the account was debited through a series of issued cheques and a debit memo (January 16, 2013) in the amount of \$250,000.00.

266. I have learned from Detective Sergeant Shawn Evans that on April 9, 2014, he attended the Barrie Court House and met with Justice of the Peace A. Forfar. I learned that on that date Detective Sergeant Shawn Evans swore to an Information to Obtain Production Order in relation to Canadian Imperial Bank of Commerce (CIBC) account numbered [REDACTED], associated to Compenso Communications - Paul Bonwick. I also learned that on April 10, 2014, Detective Sergeant Shawn Evans again attended the Barrie Court House and met with Justice of the Peace A. Forfar. I learned that on that date Detective Sergeant Shawn Evans received from

Justice of the Peace A. Forfar, a Production Order directing Bruna Durigon of the Canadian Imperial Bank of Commerce to produce the following:

Certified copies of the following bank records and/or documents (if available) relating to Canadian Imperial Bank of Commerce account [REDACTED]:

1. All supporting documentation/records in relation to each transaction listed in the below chart, including but not limited to:
  - a. Wire transfer information
  - b. Debit memo information
  - c. Images of all cheques (front and back)

| Date      | Description                             | Debit      | Credit     |
|-----------|-----------------------------------------|------------|------------|
| 31-Aug-12 | Wire transfer BLT Construction Services |            | 756,725.42 |
| 04-Sep-12 | Cheque [REDACTED] 132                   | 30,000.00  |            |
| 04-Sep-12 | Cheque [REDACTED] 131                   | 483.08     |            |
| 04-Sep-12 | Cheque [REDACTED] 133                   | 4,989.10   |            |
| 04-Sep-12 | Cheque [REDACTED] 128                   | 506.92     |            |
| 04-Sep-12 | Cheque [REDACTED] 130                   | 2,040.00   |            |
| 06-Sep-12 | Cheque [REDACTED] 142                   | 742.72     |            |
| 06-Sep-12 | Cheque [REDACTED] 136                   | 678.00     |            |
| 06-Sep-12 | Cheque [REDACTED] 137                   | 25,425.00  |            |
| 06-Sep-12 | Cheque [REDACTED] 134                   | 10,000.00  |            |
| 07-Sep-12 | Cheque [REDACTED] 138                   | 78.66      |            |
| 07-Sep-12 | Cheque [REDACTED] 141                   | 339.00     |            |
| 10-Sep-12 | Cheque [REDACTED] 139                   | 395.50     |            |
| 12-Sep-12 | Cheque [REDACTED] 126                   | 500.00     |            |
| 12-Sep-12 | Cheque [REDACTED] 145                   | 82,382.30  |            |
| 12-Sep-12 | Cheque [REDACTED] 140                   | 604.94     |            |
| 14-Sep-14 | Cheque [REDACTED] 149                   | 16,679.12  |            |
| 14-Sep-14 | Cheque [REDACTED] 148                   | 250.00     |            |
| 17-Sep-12 | Cheque [REDACTED] 135                   | 111.87     |            |
| 18-Sep-12 | Cheque [REDACTED] 143                   | 500.00     |            |
| 19-Sep-12 | Cheque [REDACTED] 146                   | 474.60     |            |
| 19-Sep-12 | Cheque [REDACTED] 147                   | 773.55     |            |
| 01-Oct-12 | Cheque [REDACTED] 144                   | 75.67      |            |
| 02-Oct-12 | Cheque [REDACTED] 156                   | 5,932.50   |            |
| 03-Oct-12 | Cheque [REDACTED] 155                   | 113,000.00 |            |
| 03-Oct-12 | Cheque [REDACTED] 152                   | 6,102.00   |            |
| 04-Oct-12 | Cheque [REDACTED] 151                   | 3,575.32   |            |
| 05-Oct-12 | Cheque [REDACTED] 154                   | 553.70     |            |



|           |                 |     |            |  |
|-----------|-----------------|-----|------------|--|
| 10-Oct-12 | Cheque 41463533 | 153 | 400.00     |  |
| 18-Oct-12 | Cheque 41409189 | 160 | 474.60     |  |
| 18-Oct-12 | Cheque 41415774 | 157 | 8,175.55   |  |
| 18-Oct-12 | Cheque 43384114 | 159 | 429.40     |  |
| 24-Oct-12 | Cheque 40119302 | 164 | 322.05     |  |
| 31-Oct-12 | Cheque 43126577 | 163 | 220.35     |  |
| 31-Oct-12 | Cheque 43126578 | 162 | 395.50     |  |
| 02-Nov-12 | Cheque 40404123 | 167 | 7,626.38   |  |
| 06-Nov-12 | Cheque 41057238 | 166 | 6,102.00   |  |
| 19-Nov-12 | Cheque 42365908 | 170 | 90.40      |  |
| 19-Nov-12 | Cheque 43171313 | 165 | 1,152.60   |  |
| 20-Nov-12 | Cheque 40171361 | 169 | 406.80     |  |
| 20-Nov-12 | Cheque 41510446 | 171 | 339.00     |  |
| 23-Nov-12 | Cheque 41226358 | 168 | 250.00     |  |
| 30-Nov-12 | Cheque 40364328 | 174 | 8,956.80   |  |
| 30-Nov-12 | Cheque 40364329 | 177 | 1,611.80   |  |
| 30-Nov-12 | Cheque 43423101 | 172 | 2,673.27   |  |
| 05-Dec-12 | Cheque 40556133 | 179 | 7,797.00   |  |
| 07-Dec-12 | Cheque 43615488 | 180 | 1,723.25   |  |
| 11-Dec-12 | Cheque 40122175 | 173 | 73.45      |  |
| 12-Dec-12 | Cheque 40291145 | 181 | 250.00     |  |
| 12-Dec-12 | Cheque 43599476 | 176 | 135.60     |  |
| 14-Dec-12 | Cheque 40172078 | 184 | 250.00     |  |
| 17-Dec-12 | Cheque 41235698 | 185 | 25,000.00  |  |
| 24-Dec-12 | Cheque 40103078 | 187 | 10,000.00  |  |
| 27-Dec-12 | Cheque 41121444 | 182 | 250.00     |  |
| 31-Dec-12 | Cheque 43642807 | 129 | 506.92     |  |
| 04-Jan-13 | Cheque 41380745 | 190 | 457.65     |  |
| 04-Jan-13 | Cheque 43557622 | 189 | 7,062.50   |  |
| 04-Jan-13 | Cheque 43557623 | 192 | 2,239.87   |  |
| 04-Jan-13 | Cheque 43557624 | 186 | 10,000.00  |  |
| 09-Jan-13 | Cheque 43476832 | 188 | 6,102.00   |  |
| 09-Jan-13 | Cheque 43641458 | 193 | 553.70     |  |
| 16-Jan-13 | Debit memo      |     | 250,000.00 |  |
| 25-Jan-13 | Cheque 43556137 | 196 | 2,916.66   |  |
| 28-Jan-13 | Cheque 43158162 | 195 | 2,500.00   |  |
| 31-Jan-13 | Cheque 40448648 | 199 | 7,062.50   |  |
| 31-Jan-13 | Cheque 41505423 | 198 | 3,390.00   |  |

267. I have learned from Detective Sergeant Shawn Evans that on April 11, 2014, he provided a scanned copy of the issued Production Order to Bruna Durigon. I have learned from Detective Sergeant Shawn Evans that on April 30, 2014, he received by courier, a sealed package from the Canadian Imperial Bank of Commerce. I learned that he opened the package and identified that the contents related to the Production Order issued by Justice of Peace A. Forfar, as detailed in the previous two paragraphs. I learned that the documents contained in the package were all certified copies. I have read all of the documents contained in the package and I have read the contents of the affidavits completed by the Canadian Imperial Bank of Commerce employee named Antonette Arulanandam. Based on my review of the certified documents and the affidavits, I believe the information received by Detective Sergeant Shawn Evans from Bruna Durigon of the Canadian Imperial Bank of Commerce, in relation to the Production Order Issued by Justice of the Peace A. Forfar, is reliable certified copies of banking records associated to Canadian Imperial Bank of Commerce account [REDACTED].

268. I have reviewed a certified copy of an Activity Report that confirmed \$756,740.42 was electronically transferred on August 31, 2012, from BLT Construction Services to Paul Bonwick's Canadian Imperial Bank of Commerce account numbered [REDACTED]. I believe this information is consistent with the evidence I previously detailed in paragraph 212.

269. I viewed certified copies of 11 cheques issued on this Green Leaf Distribution Inc. Canadian Imperial Bank of Commerce account that were payable to either Compenso Communications or Compenso Consulting. I have created the chart below and entered into the chart information that I learned from viewing the front and back of each of the 11 certified cheque copies:

| <u>Date</u>        | <u>Payable to</u>          | <u>Cheque #</u> | <u>Remarks</u>    | <u>Amount</u> |
|--------------------|----------------------------|-----------------|-------------------|---------------|
| August 31, 2012    | Compenso<br>Communications | 0132            |                   | \$30,000.00   |
| September 1, 2012  | Compenso<br>Communications | 0136            | 815               | \$678.00      |
| September 5, 2012  | Compenso<br>Communications | 0137            | 816               | \$25,425.00   |
| September 5, 2012  | Compenso<br>Communications | 0134            | Loan<br>Repayment | \$10,000.00   |
| September 11, 2012 | Compenso<br>Communications | 0145            | #817              | \$82,382.30   |
| October 2, 2012    | Compenso<br>Communications | 0155            | 818               | \$113,000.00  |
| October 1, 2012    | Compenso<br>Communications | 0152            | 824               | \$6,102.00    |

|                  |                            |      |                        |                     |
|------------------|----------------------------|------|------------------------|---------------------|
| November 1, 2012 | Compenso<br>Communications | 0166 | 831                    | \$6,102.00          |
| December 1, 2012 | Compenso<br>Communications | 0179 | 835                    | \$7,797.00          |
| January 1, 2013  | Compenso<br>Communications | 0188 | 840                    | \$6,102.00          |
| January 22, 2013 | Compenso<br>Consulting     | 0196 | Florida trip<br>(draw) | \$2,916.66          |
|                  |                            |      | <b>Total</b>           | <b>\$290,504.96</b> |

270. I offer the following insight regarding the chart above:

- a. The **Date** column reflects information about the issue date that was written on each of the cheques.
- b. The **Payable to** column reflects information about what person or entity each cheque was payable to.
- c. The **Cheque Number** column reflects information about the sequential cheque number on each cheque.
- d. The **Remarks column** reflects information about handwritten information contained on the face of each cheque following the reference "re:".
- e. The **Amount column** reflects information about the dollar value amount of each issued cheque.

On the back of each of the 11 certified cheque copies I looked for evidence of what was done with each of the cheques. Based on my prior knowledge and involvement in the investigation of financial crime allegations, I am aware that teller stamps on the back of cheques, affords evidence of where the cheque was deposited. I noted that each of the 11 cheques had a teller stamp on the back afforded evidence that all 11 cheques were deposited at the Collingwood, Ontario, branch of the Canadian Imperial Bank of Commerce. Based on my prior knowledge and involvement in the investigation of financial crime allegations, I am aware that sometimes recipients of cheques will write the account number on the back of a cheque relating to the bank account that the cheque is deposited into. I note that on two of the 11 cheques identified in the chart above - had what appeared to be a handwritten account number written on the back. Their hand written account number only appeared on cheque numbers 0196 and 0166. I observed that the handwritten account number was the same on the backs of both cheques and was written as, [REDACTED] I viewed the signature line for each of the 11 cheques and I noted

there appeared to be three different signatures on the issued cheques. I observed that the signature line on cheque 0132 contained the handwritten name of "Paul Bonwick". I observed that the signature lines on cheques 0136, 0137, 0134, 0145, 0166, and 0196 contain the initials of "AS". I note that these initials are consistent with the name Abby Stec, a person who is associated to the account from which the cheques were issued (paragraph 284). I observed that the signature lines on cheques 0155, 0152, 0179, and 0188 contain the handwritten name of

271. I learned from Detective Sergeant Evans that he had a telephone conversation with Bruna Durigon from the Canadian Imperial Bank of Commerce on April 30, 2014. I learned that Detective Sergeant Shawn Evans asked Bruna Durigon if she could conduct a search and provide only the account number information for any Canadian Imperial Bank of Commerce banking accounts associated to Compenso Communications, situated at 186 Hurontario Street, Suite 203, Collingwood, Ontario. I learned that Bruna Durigon told Detective Sergeant Evans that Compenso Communications did have an account with the Canadian Imperial Bank of Commerce and that the account number was [REDACTED]. I noted that the digits 6442 appear on the backs of each of the 11 cheques and forms part of the information on the Canadian Imperial Bank of Commerce teller stamps (as detailed in the previous paragraph). I completed a search on the Canadian Imperial Bank of Commerce website and confirmed that transit number [REDACTED] was associated to the Canadian Imperial Bank of Commerce branch situated at 86 Hurontario Street, Collingwood Ontario. I noted that the account number that Bruna Durigon provided to Detective Sergeant Evans was the same as the handwritten account number that appears on the back of cheques 0196 and 0166, as detailed in the previous paragraph. Based on the information I have detailed in the previous paragraphs and the chart above, I believe that the account numbers, the teller stamps and the details written on each of the 11 cheques affords evidence that the 11 cheques were deposited into the Canadian Imperial Bank of Commerce, Compenso Communications account numbered [REDACTED].

272. I viewed certified copies of 10 cheques issued on the Green Leaf Distribution Inc., Canadian Imperial Bank of Commerce account that were payable to either Abby Stec or S-Tec Consulting. I have created the chart below and entered into the chart information that I learned from viewing the front and back of each of the 10 certified cheque copies:

| <u>Date</u>       | <u>Payable to</u>           | <u>Cheque Number</u> | <u>Remarks</u>       | <u>Amount</u> |
|-------------------|-----------------------------|----------------------|----------------------|---------------|
| September 4, 2012 | Abby Stec, S-tec Consulting | 0133                 | #113                 | \$4,989.10    |
| September 5, 2012 | Abby Stec                   | 0142                 | Aug Reimbursements   | \$742.72      |
| October 2, 2012   | S-tec Consulting            | 0156                 | 114                  | \$5,932.50    |
| November 2, 2012  | S-tec Consulting            | 0167                 | October Invoice #115 | \$7,626.38    |
| November 30, 2012 | S-tec Consulting            | 0174                 |                      | \$8,956.80    |

|                   |                  |      |                        |                    |
|-------------------|------------------|------|------------------------|--------------------|
| November 29, 2012 | S-tec Consulting | 0177 |                        | \$1,611.80         |
| December 31, 2012 | S-tec Consulting | 0189 | Invoice #116           | \$7,062.50         |
| January 3, 2013   | Abby Stec        | 0192 | 3851.67 – 1611.80      | \$2,239.87         |
| January 1, 2013   | Abby Stec        | 0186 | Dividend               | \$10,000.00        |
| January 31, 2013  | S-tec Consulting | 0199 | Invoice # 117 Jan 2013 | \$7,062.50         |
|                   |                  |      | <b>Total</b>           | <b>\$56,224.17</b> |

273. I offer the following insight regarding the chart above:

- a. The **Date** column reflects information about the issue date that was written on each of the cheques.
- b. The **Payable to** column reflects information about what person or entity that each cheque was payable to.
- c. The **Cheque Number** column reflects information about the sequential cheque number on each cheque.
- d. The **Remarks** column reflects information about handwritten information contained on the face of each cheque following the reference "re:".
- e. The **Amount** column reflects information about the dollar value amount of each issued cheque.

On the back of each of the 10 certified cheque copies, I looked for evidence of what was done with each of the cheques. Based on my prior knowledge and involvement in the investigation of financial crime allegations, I am aware that teller stamps on the back of cheques affords evidence of where the cheque was deposited. I noted that seven of the 10 cheques had a teller stamp on the back that affords evidence the cheques were deposited at the Collingwood, Ontario, Scotiabank branch. Based on my prior knowledge and involvement in the investigation of financial crime allegations, I am aware that sometimes recipients of cheques will write the account number on the back of a cheque relating to the bank account that the cheque is being deposited into. I am also aware that some companies have stamps they apply to the backs of cheques detailing the account number to which the cheque is to be deposited. I noted that all 10 cheques identified in the chart above had on the back, what appeared to be evidence of an account number – either in handwriting or a stamp. I observed the hand written account number of [REDACTED] on the back of cheque numbers 0186, 0192, and 0142. I observed the hand written account number of [REDACTED] on the back of cheque numbered 0177. I observed a stamp containing the words, "Deposit to the credit of S-Tec Nutrition Division" and account number [REDACTED] on the back of cheques 0199, 0189, 0174, 0167,

0156, and 0133. I viewed the signature line for each of the 10 cheques and I noted there appeared to be two different signatures on the issued cheques. I observed that the signature lines on cheques 0133, 0167, 0189, 0199, and 0142 contain the initials of "AS". I noted that these initials are consistent with the name Abby Stec, a person who is associated to the account from which the cheques were issued (paragraph 284). I observed that the signature lines on cheques 0177, 0156, 0174, 0186, and 0192, contain the handwritten name of "Christine Harper".

274. I learned from Detective Sergeant Shawn Evans that he had a telephone conversation with Rohan Gonsalves from Scotiabank on May 7, 2014. I learned that Rohan Gonsalves told Detective Sergeant Evans he was the Assistant Manager for Cash Loss Control for Scotiabank and that he was a primary contact for law enforcement in relation to Production Orders issued to Scotiabank. I learned that Detective Sergeant Evans asked Rohan Gonsalves if he could conduct a search and confirm if two Scotiabank account numbers were correct. I learned from Detective Sergeant Evans that Rohan Gonsalves confirmed that Scotiabank account [REDACTED] was associated to S-Tec Consulting and that Scotiabank account [REDACTED] was associated to Abigail Stec. I note that the digits [REDACTED] appear on the backs of each of the 10 cheques, which forms part of the information on the Scotiabank teller stamps (as detailed in the previous paragraph) or the account number associated to Abby Stec or S-tec Consulting. I completed a search on the Scotiabank website and confirmed that transit number [REDACTED] was associated to the Scotiabank branch situated at 247 Hurontario Street, Collingwood Ontario. Based on the information I have detailed in the previous two paragraphs and the chart above, I believe that the account numbers, the teller stamps and the details written on each of cheques 0133, 0156, 0167, 0174, 0189, and 0199 affords evidence that the 6 cheques were deposited into a Scotiabank account associated to S-Tec Consulting numbered [REDACTED]. Based on the information I have detailed in the previous two paragraphs and the chart above, I believe that the account numbers, the teller stamps and the details written on each of cheques 0142, 0186, and 0192 affords evidence that the three cheques were deposited into a Scotiabank account associated to Abigail Stec numbered [REDACTED].

275. Based on my experience with other financial investigations, I am aware that financial banking institutions maintain records and documents, which will afford information confirming the name and details of the numbered company and officers associated with a business. I have detailed evidence in this ITO of the stamp (in the name of S-Tec Nutrition Division) on the back of cheques that were deposited to Scotiabank account [REDACTED]. I have viewed an ONBIS report relating to S-Tec Consulting and I noted the records reflect the company being involved with Nutritional Consulting.<sup>198</sup> I note that the ONBIS records identify that the registration date for the business was March 29, 2005, and this company is registered as a sole proprietorship in the name of Abigail Stec of [REDACTED] in Collingwood. I know this address to be that of Abigail Stec, because I have reviewed a Driver's License abstract document that detailed a

<sup>198</sup> ONBIS query conducted by Detective Sergeant Shawn Evans on November 18, 2013.

PARIS<sup>199</sup> query was conducted on July 13, 2013 by Detective Constable Beverly Mackey. I believe that the small business records I am seeking in this ITO will afford evidence confirming that S-Tec Consulting is associated to Abigail Stec and the offence related money that was credited to Scotiabank account [REDACTED] by the issuance of the identified Green Leaf Distribution Inc. cheques.

276. I viewed certified copies of two cheques issued on the Green Leaf Distribution Inc. Canadian Imperial Bank of Commerce account that were payable to Paul Bonwick. I have created the chart below and entered into the chart information that I learned from viewing the front and back of each of the two certified cheque copies:

| <u>Date</u>        | <u>Payable to</u> | <u>Cheque Number</u> | <u>Remarks</u>         | <u>Amount</u> |
|--------------------|-------------------|----------------------|------------------------|---------------|
| September 14, 2012 | Paul Bonwick      | 0149                 | Expenses Reimbursement | \$16,679.12   |
| December 14, 2012  | Paul Bonwick      | 0185                 | Dividend               | \$25,000.00   |

277. I offer the following insight regarding the chart above:

- a. The **Date** column reflects information about the issue date that was written on each of the cheques.
- b. The **Payable to** column reflects information about what person or entity that each cheque was payable to.
- c. The **Cheque Number** column reflects information about the sequential cheque number on each cheque.
- d. The **Remarks** column reflects information about handwritten information contained on the face of each cheque following the reference "re:"
- e. The **Amount** column reflects information about the dollar value amount of each issued cheque.

On the back of each of the two certified cheque copies, I looked for evidence of what was done with each of the cheques. Based on my prior knowledge and involvement in the investigation of financial crime allegations, I am aware that teller stamps on the back of cheques often affords evidence of where the cheque was deposited. I note that one of the cheques had a teller stamp on the back affording evidence that the cheque was deposited at the Collingwood, Ontario, Scotiabank branch. Based on my prior knowledge and involvement in the investigation of

<sup>199</sup> The Police Automated Registration information System (PARIS) contains information on driver's license status and history as well as vehicle registration information for the province of Ontario. This data is obtained from the public at the time of driver and vehicle registration and from the police services of Ontario based on offence notices and suspensions issued. I have used this system and relied on the information provided during my policing career and find it to be an accurate source of information.

financial crime allegations, I am aware that sometimes recipients of cheques will write the account number on the back of a cheque relating to the bank account the cheque is being deposited into. I noted that both cheques identified in the chart above had on the back what appeared to be evidence of an account number. I observed the hand written account number of [REDACTED] on the back of cheque number 0149 and I observed the hand written account number of [REDACTED] on the back of cheque 0185. I viewed the signature line for each of the cheques and I noted there appeared to be two different signatures on the issued cheques. I observed that the signature line on cheque 0149 contained the initials of "AS". I noted that these initials are consistent with the name Abby Stec, a person who was associated to the account from which the cheques were issued (paragraph 284). I observed that the signature line on cheque 0185, contain the handwritten name of ^

278. I learned from Detective Sergeant Shawn Evans that on May 7, 2012, he asked Rohan Gonsalves if he could conduct a search and confirm two Scotiabank account numbers were correct. I learned from Detective Sergeant Shawn Evans that Rohan Gonsalves confirmed Scotiabank account [REDACTED] was associated to Paul Bonwick, and that Scotiabank account [REDACTED] was also associated to Paul Bonwick. I noted the digits 32342 appear on the back of each of the two cheques and forms part of the information on the Scotiabank teller stamp (as detailed in the previous paragraph). I completed a search on the Scotiabank website and confirmed that transit number [REDACTED] was associated to the Scotiabank branch situated at 247 Hurontario Street, Collingwood Ontario. Based on the information I have detailed in the previous two paragraphs and the chart above, I believe that the account number, the teller stamp and the details written on cheque 0149 affords evidence that the cheque was deposited into a Scotiabank account associated to Paul Bonwick numbered [REDACTED]. Based on the information I have detailed in the previous two paragraphs and the chart above, I believe that the account number, the transit number and the details written on cheque 0185, affords evidence that the cheque was deposited into a Scotiabank account associated to Paul Bonwick numbered [REDACTED].

279. On May 20, 2014, I attended the Barrie Provincial Court and met with Justice of the Peace G. Solursh. I swore to an Information to Obtain Production Orders in relation to the CIBC and Scotiabank. The Scotiabank Production Order was in relation to four separate account numbers:

- a. [REDACTED], associated to Paul Bonwick.
- b. [REDACTED], associated to Paul Bonwick.
- c. [REDACTED], associated to Abigail Stec.
- d. [REDACTED], associated to S-Tec Consulting.

280. On May 22, 2014, I attended the Barrie Provincial Offences Court and received a Production Order issued by Justice of the Peace G. Solursh. This Production Order directed Rohan Gonsalves of the Scotiabank to produce the following:



Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] (S-Tec Consulting):

- a) Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and the personal information of any other person who had/has signing authority on the account.
- b) Authorized Signing Authority Electronic Access and Signature Card.
- c) Delegate Electronic Access and Signature Card.
- d) All incorporated business documents (including small business documents) and forms relating to S-Tec Consulting on file with the account.
- e) Certified copies of all monthly account statements from the 28th day of August 2012 to the 7th day of May 2014, inclusive.

AND,

Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] (Abigail Stec):

- a) Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and the personal information of any other person who had/has signing authority on the account.
- b) Authorized Signing Authority Electronic Access and Signature Card.
- c) Delegate Electronic Access and Signature Card.
- d) Certified copies of all monthly account statements from the 28th day of August 2012 to the 7th day of May 2014, inclusive.

AND,

Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] (Paul Bonwick):

- i. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and the

personal information of any other person who had/has signing authority on the account.

- ii. Authorized Signing Authority Electronic Access and Signature Card.
- iii. Delegate Electronic Access and Signature Card.
- iv. Certified copies of all monthly account statements from the 28th day of August 2012 to the 7th day of May 2014, inclusive.

AND,

Certified copies of the following records and/or documents (if available) relating to Scotiabank account [REDACTED] Paul Bonwick:

- a) Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and the personal information of any other person who had/has signing authority on the account.
- b) Authorized Signing Authority Electronic Access and Signature Card.
- c) Delegate Electronic Access and Signature Card.
- d) Certified copies of all monthly account statements from the 1st day of December 2012 to the 7th day of May 2014, inclusive.

281. On May 26, 2014, I provided a scanned copy of the issued Production Order to Rohan Gonsalves of the Scotiabank.

282. On June 25, 2014, I received by courier a sealed package from Scotiabank. I opened the package and noted that the contents related to the Production Order issued by Justice of Peace G. Solorsh, as detailed in the previous two paragraphs. I noted that the documents contained in the package were all certified copies. I have read all of the documents contained in the package and I have read the contents of the affidavit completed by Scotiabank employee named Marcio Gomes. Based on my review of the certified documents and the affidavit, I believe the information I received from Marcio Gomes of the Scotiabank, in relation to the Production Order Issued by Justice of the Peace G. Solorsh, are reliable certified copies of banking records associated to the Scotiabank accounts identified in paragraph 279. During my review of this Scotiabank package, I noted it contained an affidavit and accompanying letter of explanation. I noted that this accompanying letter of explanation identified an individual's name and company not associated to this investigation. I noted that remainder of this package, including all of the

certified banking records, were correct, complete and related to the Scotiabank accounts requested in paragraph 279. On June 26, 2014, I contacted Marcio Gomes and requested that he clarify the issue related to the name and company identified in this letter I believed were not associated with this investigation. I learned from Marcio Gomes that this issue was an error and only related to the subject line identifying the document and that all certified banking records provided were correct, complete and accurate. Marcio Gomes advised me that he would prepare a correct affidavit and letter of explanation, have them certified and forwarded to me.

283. On June 27, 2014, I received by courier a sealed package from Scotiabank. I opened the package and noted that the contents were an affidavit and letter of explanation related to the Production Order issued by Justice of Peace G. Solursh, as detailed in the previous above paragraphs. I noted that the document affidavit contained in the package was a sworn document. Having read all of the documents contained in the original package and the contents of the new affidavit completed by Scotiabank employee named Marcio Gomes, I believe the information I received from Marcio Gomes of the Scotiabank, in relation to the Production Order Issued by Justice of the Peace G. Solursh, are reliable certified copies of banking records associated to the Scotiabank accounts identified in paragraph 279. Within the next 30 paragraphs, I have detailed evidence I observed in these certified Scotiabank banking records.

Account number [REDACTED]

284. From my review of this Scotiabank package provided to me, I observed certified copies of business records relating to S-Tec Consulting, [REDACTED] Collingwood, Ontario, L9Y3Z2. I observed a certified copy of the Small Business Account Application and Agreement dated July 26, 2007. I note that the business account records identify the Business Legal Name as Abigail M. Stec, trading as S-Tec Consulting. I observed a certified document that lists the owner of S-Tec Consulting and this Scotiabank account as Abigail Stec. I have reviewed these records and note that these records provide information that is consistent with the ONBIS record information I have detailed earlier in this ITO. These certified business account documents confirm that the Scotiabank account number [REDACTED] is associated to Abigail Stec. Based on my comparison of personal information I have viewed in the Small Business Account Application and Agreement, and other evidence gathered during the investigation detailed in this ITO, I believe that the Abigail Stec listed on this Scotiabank account, is the same Abigail Stec that I have detailed at length throughout this ITO.
285. I observed a certified copy of the Authorized Signature Card for the account and confirmed that Abigail Stec is listed as the only person having signing authority to this account.
286. I received from Scotiabank, a total of 61-pages of certified account history bank statements relating to account number [REDACTED]. I reviewed these documents and noted that the date range captured in these certified bank statements was July 31, 2012 through to April 30, 2014.

287. I observed a number of credits into number [REDACTED] that were consistent with cheque images (that were payable to S-Tec Consulting) previously detailed in paragraph 272, from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED]. I have created the chart below and entered into the chart information about the deposit of the Green Leaf Distribution Inc. cheques, learned from reviewing information contained in the monthly account statements of S-Tec Consulting, Scotiabank account number [REDACTED]:

| <u>Date</u>       | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|
| August 31, 2012   | Deposit            | \$4,989.10    |
| October 2, 2012   | Deposit            | \$5,932.50    |
| November 2, 2012  | Deposit            | \$7,626.38    |
| November 30, 2012 | Deposit            | \$8,956.80    |
| November 30, 2012 | Deposit            | \$1,167.73    |
| January 4, 2013   | Deposit            | \$7,062.50    |
| January 31, 2013  | Deposit            | \$7,062.50    |

288. Based on the information I learned from the account history banking statements (reflected in the above chart), in combination with the information from the cheques issued to S-Tec Consulting from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED], I believe that the money detailed in the above chart originates from the BLT Construction Services payment of \$756,740.42 on August 31, 2012, to Paul Bonwick. I noted that the money detailed in the above chart was credited to the S-Tec Consulting account between August 31, 2012, the same date that BLT Construction Services paid Paul Bonwick, and January 31, 2013.

289. As part of my investigation relating to the destination of the offence related money (the payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services), I examined the S-Tec Consulting, Scotiabank account numbered [REDACTED], banking statements for the date ranges the money was credited to the account, and for the months following the last deposit. My examination related to debits from the account following the various credits identified in the chart in the previous two paragraphs.

290. I noted in the S-Tec Consulting account statements for Scotiabank account number [REDACTED], evidence of cheques, transfers, debit memos or withdrawals, drawn on this Scotiabank account, from August 31, 2012 to February 4, 2013. I have created the chart below and entered into the chart information deemed relevant that I learned from viewing the various debit transactions listed on the account statements:

| <u>Date</u>       | <u>Description</u>                         | <u>Amount</u> |
|-------------------|--------------------------------------------|---------------|
| August 31, 2012   | Cred. Card/LOC Payment                     | \$1,226.04    |
| September 4, 2012 | Chq 202 - [REDACTED]                       | \$1,441.03    |
| October 1, 2012   | Debit memo/cash/other                      | \$500.00      |
| October 1, 2012   | Debt memo/Visa/Transfer to                 | \$3,000.00    |
| October 1, 2012   | Debit memo/Personal acct/transfer to       | \$1,000.00    |
| October 2, 2012   | Chq 123 - [REDACTED]                       | \$489.95      |
| October 22, 2012  | Chq 122 - [REDACTED]                       | \$489.95      |
| October 22, 2012  | Debt memo - XFR Other                      | \$800.00      |
| November 1, 2012  | Chq 205 - [REDACTED]                       | \$1,000.00    |
| November 1, 2012  | Credit Card/LOC Payment                    | \$2,524.97    |
| November 6, 2012  | Chq 206 - [REDACTED]                       | \$1,000.00    |
| November 14, 2012 | Chq 207 - [REDACTED]                       | \$489.75      |
| November 30, 2012 | Debit memo to pay Visa other<br>[REDACTED] | \$1,167.73    |
| December 3, 2012  | Chq 210 - [REDACTED]                       | \$3,500.00    |
| December 24, 2012 | Debit memo taking out cash                 | \$2,000.00    |
| January 4, 2013   | Chq 211 - [REDACTED]                       | \$2,000.00    |
| January 10, 2013  | Chq 212 - [REDACTED]                       | \$489.57      |
| January 23, 2013  | Chq 213 - [REDACTED]                       | \$489.57      |
| January 31, 2013  | Transfer to Cr. Card [REDACTED]            | \$800.00      |
| February 4, 2013  | Transfer to Cr. Card [REDACTED]            | \$4,053.68    |

Account number [REDACTED]

291. From my review of this Scotiabank package provided to me, I observed certified copies of bank records relating to Abigail Stec, [REDACTED] Collingwood, Ontario, L9Y3Z2. I observed a certified copy of the Application For Deposit Services for a Powerchequing service dated July 8, 2008. I have reviewed these records and note that these records provide information that is consistent with information I have detailed earlier in this ITO. These certified bank account documents confirm that the Scotiabank account number [REDACTED] is associated to Abigail Stec. Based on my comparison of personal information I have viewed in this Application for Deposit Services, and other evidence gathered during the investigation detailed in this ITO, I believe that the Abigail Stec listed on this Scotiabank account, is the same Abigail Stec that I have detailed at length throughout this ITO.

292. I observed a certified copy of the Authorized Signature Card for the account and confirmed that Abigail Stec is listed as the only person having signing authority to this account.
293. I received from Scotiabank, a total of 24-pages of certified account history bank statements relating to account number [REDACTED]. I reviewed these documents and noted that the date range captured in these certified bank statements was August 1, 2012 through to April 23, 2014.
294. I observed a number of credits into the account number [REDACTED] that were consistent with cheque images (that were payable to Abigail Stec) previously detailed in paragraph 272, from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED]. I have created the chart below and entered into the chart information about the deposit of the Green Leaf Distribution Inc. cheques, learned from reviewing information contained in the monthly account statements of S-Tec Consulting, Scotiabank account number [REDACTED]:

| <u>Date</u>       | <u>Description</u> | <u>Amount</u>                                 |
|-------------------|--------------------|-----------------------------------------------|
| September 6, 2012 | Deposit            | \$742.72                                      |
| January 4, 2013   | Deposit            | \$2,239.87 (co-mingled total of \$14,239.87)  |
| January 4, 2013   | Deposit            | \$10,000.00 (co-mingled total of \$14,239.87) |

295. Based on the information I learned from the account history banking statements (reflected in the above chart), in combination with the information from the cheques issued to Abigail Stec from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED], I believe that the money detailed in the above chart originates from the BLT Construction Services payment of \$756,740.42 on August 31, 2012, to Paul Bonwick. I noted that the money detailed in the above chart was credited to Abigail Stec's account between September 6, 2012, six-days after BLT Construction Services paid Paul Bonwick, and January 4, 2013.
296. As part of my investigation relating to the destination of the offence related money (the payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services), I examined Abigail Stec's Scotiabank account numbered [REDACTED], banking statements for the date ranges the money was credited to the account, and for the months following the last deposit. My examination related to debits from the account following the various credits identified in the chart in the previous two paragraphs.
297. I noted in Abigail Stec's account statements for Scotiabank account number [REDACTED] evidence of cheques, transfers, debit memos or withdrawals, drawn on this Scotiabank account, from September 4, 2012 to January 4, 2013. I have created the chart below and entered into the chart information deemed to be relevant that I learned from viewing the various debit transactions listed on the account statements:

| <u>Date</u>       | <u>Description</u>                | <u>Amount</u> |
|-------------------|-----------------------------------|---------------|
| September 4, 2012 | WD                                | \$1,004.20    |
| January 4, 2013   | SP                                | \$4,837.48    |
| January 4, 2013   | BPY – BR – American Express Cards | \$3,022.64    |
| January 28, 2013  | CTD – PC to [REDACTED]            | \$600.00      |

Account number [REDACTED]

298. From my review of this Scotiabank package provided to me, I observed certified copies of bank records relating to an account in the name of Paul Bonwick. I noted that Scotiabank provided an accompanying letter of explanation that identified Scotiabank was unable to locate detailed client documentation associated to this bank account. I did confirm that this package related to Scotiabank account number [REDACTED] and it did not contain detailed account application information or a signature specimen card. I did confirm from the information provided, that this Scotiabank package did identify this bank account as a joint "Scotia Value" account, opened on May 25, 1992 and in the name of Paul Bonwick of [REDACTED]. I note from these Scotiabank certified records that Paul Bonwick has recorded he is a full-time employee of Compenso Consulting Inc. I have reviewed these documents and note that these records provide information that is consistent with information I have detailed earlier in this ITO. I believe that these certified bank account documents confirm that the Scotiabank account number [REDACTED] is associated to Paul Bonwick. Based on my comparison of personal information I have viewed in this package and other evidence gathered during the investigation, and detailed in this ITO, I believe that the Paul Bonwick listed on this Scotiabank account, is the same Paul Bonwick that I have detailed at length throughout this ITO.
299. I received from Scotiabank, a total of 39-pages of certified account history bank statements relating to account number [REDACTED]. I reviewed these documents and noted that the date range captured in these certified bank statements was August 1, 2012 through to May 6, 2014.
300. I observed a credit to this account consistent with a cheque image (payable to Paul Bonwick) previously detailed in paragraph 276, from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED]. I have created the chart below and entered into the chart information about the deposit of the Green Leaf Distribution Inc. cheque, learned from reviewing information contained in the monthly account statements of Paul Bonwick, Scotiabank account number [REDACTED]:

| <u>Date</u>        | <u>Description</u> | <u>Amount</u> |
|--------------------|--------------------|---------------|
| September 14, 2012 | Deposit            | \$16,679.12   |

account documents confirm that the Scotiabank account number [REDACTED] is associated to Paul Bonwick. Based on my comparison of personal information I have viewed in this Application for Deposit Services, and other evidence gathered during the investigation detailed in this ITO, I believe that the Paul Bonwick listed on this Scotiabank account, is the same Paul Bonwick that I have detailed at length throughout this ITO.

31

306. I observed a certified copy of the Authorized Signature Card for the account and confirmed that Sandra Bonwick and Paul Bonwick are listed as persons having signing authority to this account.
307. I received from Scotiabank, a total of 22-pages of certified account history bank statements relating to account number [REDACTED]. I reviewed these documents and noted that the date range captured in these certified bank statements was August 10, 2012 through to April 14, 2014.
308. I observed a credit to this account number [REDACTED] consistent with a cheque image (payable to Paul Bonwick) previously detailed in paragraph 275, from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED]. I have created the chart below and entered into the chart information about the deposit of the Green Leaf Distribution Inc. cheque, learned from reviewing information contained in the monthly account statements of Paul Bonwick, Scotiabank account number [REDACTED]:

<sup>200</sup> Niche/RMS – Records Management System (RMS) is a computer database system used by the OPP. The data input into the RMS system originates from the OPP and other police services, and includes but is not limited to persons, vehicles, residences and incidents that the OPP and other police services have been involved in. Created in 2001, I have used RMS since that time and I consider it to be a valuable and creditable and accurate investigative tool.

<sup>201</sup> The Police Automated Registration Information System (PARIS) contains information on driver's license status and history as well as vehicle registration information for the province of Ontario. This data is obtained from the public at the time of driver and vehicle registration and from the police services of Ontario based on offence notices and suspensions issued. I have used this system and relied on the information provided during my policing career and I consider it to be a valuable and creditable and accurate investigative tool.



301. Based on the information I learned from the account history banking statements (reflected in the above chart), in combination with the information from the cheque issued to Paul Bonwick from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED], I believe that the money detailed in the above chart originates from the BLT Construction Services payment of \$756,740.42 on August 31, 2012, to Paul Bonwick. I noted that the money detailed in the above chart was credited to Paul Bonwick's account number [REDACTED] on September 14, 2012, some two-weeks after the date that BLT Construction Services paid Paul Bonwick.
302. As part of my investigation relating to the destination of the offence related money (the payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services), I examined Paul Bonwick's Scotiabank account numbered [REDACTED], banking statements from the date the money was credited to the account, and for the months following this deposit. My examination related to debits from the account following this credit identified in the chart in the previous two paragraphs.
303. I noted in Paul Bonwick's account statements for Scotiabank account number [REDACTED], evidence of transfers or withdrawals, drawn on this Scotiabank account, from September 14, 2012 to January 4, 2013. I have created the chart below and entered into the chart information deemed relevant I learned from viewing the various debit transactions listed on the account statements:

| <u>Date</u>        | <u>Description</u>     | <u>Amount</u> |
|--------------------|------------------------|---------------|
| September 14, 2012 | WD                     | \$7,800.00    |
| November 20, 2012  | CTD - PC to [REDACTED] | \$33,750.00   |
| January 4, 2013    | WD                     | \$3,800.00    |

Account number [REDACTED]

304. From my review of this Scotiabank package provided to me, I observed certified copies of bank records relating to a joint bank account in the names of Sandra Bonwick and Paul Bonwick. I observed a certified copy of the Application for Deposit Services for a Power Savings Account dated August 10, 2012. I can confirm that this certified Scotiabank package identifies this bank account as a joint account, opened on August 10, 2012, and in the name of Sandra Bonwick and Paul Bonwick of [REDACTED]. I note that Sandra Bonwick's name and signature appear listed as the "first customer", and Paul Bonwick's name and signature appear listed as the "joint customer". I note that the address listed for both Sandra Bonwick and Paul Bonwick is [REDACTED]. I note that Sandra Bonwick has recorded her employment as "managerial" at "Goodall Rubber" and Paul Bonwick has recorded his employment as "self-employed" at "consulting firm self". I note that Sandra Bonwick has recorded her date of birth as [REDACTED] and Paul Bonwick has recorded his date of birth as [REDACTED]. I have reviewed these records and note that these records provide information that is consistent with information I have detailed earlier in this ITO. I believe that these certified bank

| <u>Date</u>       | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|
| December 17, 2012 | Deposit            | \$25,000.00   |

309. Based on the information I learned from the account history banking statements (reflected in the above chart), in combination with the information from the cheque issued to Paul Bonwick from the Green Leaf Distribution Inc. CIBC account numbered [REDACTED], I believe that the money detailed in the above chart originates from the BLT Construction Services payment of \$756,740.42 on August 31, 2012, to Paul Bonwick. I noted that the money detailed in the above chart was credited to Paul Bonwick's account on December 17, 2012, some 108 days after the date that BLT Construction Services paid Paul Bonwick.
310. As part of my investigation relating to the destination of the offence related money (the payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services), I examined Paul Bonwick's Scotiabank account numbered [REDACTED], banking statements from the date the money was credited to the account, and for the months following this deposit. My examination related to debits from the account following this credit identified in the chart in the previous two paragraphs.
311. I noted in Paul Bonwick's account statements for Scotiabank account number [REDACTED], evidence of transfers or withdrawals, drawn on this Scotiabank account, from December 27, 2012 to January 10, 2013. I have created the chart below and entered into the chart information deemed relevant, I learned from viewing the various debit transactions listed on the account statements:

| <u>Date</u>       | <u>Description</u>     | <u>Amount</u> |
|-------------------|------------------------|---------------|
| December 27, 2012 | CTD - PC to [REDACTED] | \$3,000.00    |
| January 10, 2013  | CTD - PC to [REDACTED] | \$2,000.00    |

312. I continued to review the certified bank statements relating to account numbers [REDACTED] (Paul Bonwick) and [REDACTED] (Paul Bonwick) for additional evidence relating to the destination of the offence related money. I examined the account statements for the period of time both before August 31, 2012 (the date the payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services was made) and for the months following the last deposit (January 31, 2013), a date after the offence related money was credited to the accounts. Aside from debts which I have detailed in the previous paragraphs, my examination also identified multiple internet transfer debits from Paul Bonwick's two bank accounts [REDACTED] and [REDACTED], credited to two separate destination bank accounts. These two destination bank accounts that received these credits were identified as [REDACTED] and [REDACTED]. I note that these two bank account numbers both start their number sequences with [REDACTED] identical to the number sequences Paul Bonwick's bank accounts start with. I previously provided

detail in paragraphs 274 and 277 that identified the number sequence [REDACTED] related to the bank transit location. As I previously detailed, and as in this case, the number sequence [REDACTED], identifies that this transit number is associated to the Scotiabank branch at 247 Hurontario Street, Collingwood, Ontario. I note that this is the very same bank location which Paul Bonwick has located his bank accounts [REDACTED] and [REDACTED]. I have created the chart below and entered into the columns and rows information that I learned from reviewing the debits from the account listed on the account statements.

| Date      | Account Debited                    | Account Debited | Account Credited | Account Credited                  |
|-----------|------------------------------------|-----------------|------------------|-----------------------------------|
| 12-Sep-12 | X                                  |                 |                  | \$500.00                          |
| 12-Sep-12 | X                                  |                 | \$500.00         |                                   |
| 05-Oct-12 | X                                  |                 |                  | \$500.00                          |
| 05-Oct-12 | X                                  |                 | \$500.00         |                                   |
| 27-Oct-12 | X                                  |                 |                  | \$500.00                          |
| 13-Nov-12 | X                                  |                 |                  | \$500.00                          |
| 23-Nov-12 | X                                  |                 |                  | \$500.00                          |
| 01-Dec-12 |                                    | X               |                  | \$500.00                          |
| 20-Dec-12 |                                    | X               |                  | \$300.00                          |
| 31-Dec-12 |                                    | X               |                  | \$200.00                          |
| 10-Jan-13 |                                    | X               |                  | \$700.00                          |
| 17-Jan-13 |                                    | X               |                  | \$300.00                          |
| 18-Jan-13 | X                                  |                 | \$500.00         |                                   |
| 24-Jan-13 |                                    | X               |                  | \$300.00                          |
| 31-Jan-13 |                                    | X               |                  | \$300.00                          |
| 07-Feb-13 |                                    | X               |                  | \$300.00                          |
| 15-Feb-13 | X                                  |                 |                  | \$200.00                          |
| 15-Feb-13 | X                                  |                 | \$200.00         |                                   |
| 22-Feb-13 |                                    | X               |                  | \$200.00                          |
| 05-Mar-13 | X                                  |                 |                  | \$300.00                          |
| 09-Mar-13 | X                                  |                 |                  | \$200.00                          |
| 15-Mar-13 | X                                  |                 |                  | \$200.00                          |
| 22-Mar-13 | X                                  |                 |                  | \$200.00                          |
| 22-Mar-13 | X                                  |                 | \$200.00         |                                   |
| 27-Mar-13 | X                                  |                 |                  | \$400.00                          |
| 01-Apr-13 | X                                  |                 | \$200.00         |                                   |
| 03-Apr-13 |                                    | X               | \$1,000.00       |                                   |
| 20-Apr-13 | X                                  |                 |                  | \$200.00                          |
| 29-Apr-13 | X                                  |                 |                  | \$200.00                          |
| 03-May-13 | X                                  |                 |                  | \$200.00                          |
| 06-May-13 |                                    | X               |                  | \$1,000.00                        |
| 06-May-13 | \$600.00 credited to<br>[REDACTED] |                 |                  | \$600.00 debit from<br>[REDACTED] |
| 10-May-13 | X                                  |                 |                  | \$200.00                          |
| 11-May-13 | X                                  |                 |                  | \$200.00                          |
| 16-May-13 | X                                  |                 |                  | \$200.00                          |
| 21-May-13 | X                                  |                 |                  | \$500.00                          |
| 24-May-13 | X                                  |                 |                  | \$200.00                          |
| 01-Jun-13 | X                                  |                 |                  | \$300.00                          |
| 06-Jun-13 | X                                  |                 | \$160.00         |                                   |
| 08-Jun-13 | X                                  |                 |                  | \$300.00                          |
| 13-Jun-13 | X                                  |                 |                  | \$300.00                          |
| 19-Jun-13 | X                                  |                 |                  | \$300.00                          |
| 24-Jun-13 | X                                  |                 |                  | \$300.00                          |

|           |   |   |            |          |
|-----------|---|---|------------|----------|
| 02-Jul-13 | X |   |            | \$300.00 |
| 03-Jul-13 | X |   |            | \$300.00 |
| 10-Jul-13 | X |   |            | \$300.00 |
| 15-Jul-13 | X |   |            | \$300.00 |
| 20-Jul-13 | X |   |            | \$300.00 |
| 29-Jul-13 | X |   |            | \$200.00 |
| 03-Aug-13 | X |   |            | \$200.00 |
| 08-Aug-13 | X |   |            | \$300.00 |
| 16-Aug-13 | X |   |            | \$300.00 |
| 24-Aug-13 | X |   |            | \$300.00 |
| 27-Aug-14 | X |   |            | \$500.00 |
| 09-Sep-13 | X |   |            | \$500.00 |
| 23-Sep-13 | X |   |            | \$500.00 |
| 30-Sep-13 | X |   |            | \$300.00 |
| 05-Oct-13 |   | X |            | \$300.00 |
| 10-Oct-13 | X |   |            | \$300.00 |
| 18-Oct-13 | X |   |            | \$300.00 |
| 22-Oct-13 | X |   |            | \$300.00 |
| 28-Oct-13 | X |   |            | \$300.00 |
| 04-Nov-13 | X |   |            | \$300.00 |
| 04-Nov-13 | X |   |            | \$300.00 |
| 12-Nov-13 | X |   |            | \$300.00 |
| 16-Nov-13 | X |   |            | \$300.00 |
| 16-Nov-13 | X |   | \$1,000.00 |          |
| 22-Nov-13 | X |   |            | \$346.42 |
| 22-Nov-13 | X |   |            | \$500.00 |
| 26-Nov-13 | X |   |            | \$700.00 |
| 02-Dec-13 | X |   |            | \$300.00 |
| 02-Dec-13 | X |   | \$1,000.00 |          |
| 12-Dec-13 | X |   |            | \$300.00 |
| 19-Dec-13 | X |   |            | \$300.00 |
| 19-Dec-13 | X |   | \$2,000.00 |          |

313. With reference to the above chart, I make the following observations:

- a) I note that, in total, 75 internet transfer transactions occurred from September 12, 2012 to December 19, 2013, covering a period of time that commences 12-days after the August 31, 2012 payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services.
- b) I note that of the 75 internet transfer transactions, all but one transfer transaction are debits from one of two bank accounts associated to Paul Bonwick. A lone internet transfer transaction for \$600.00 was received on May 6, 2013 from bank account [REDACTED] to Paul Bonwick's bank account number [REDACTED].
- c) I note a total amount of \$28,506.42 was debited from Paul Bonwick's Scotiabank bank account numbers [REDACTED] and [REDACTED], and credited to two Scotiabank account numbers [REDACTED] and [REDACTED] – via 74 internet transfer transactions from September 12, 2012 to December 19, 2013.

- d) I note that these 74 internet transfer transactions occur on a regular and frequent basis - every two to three weeks, over this 16-month time period, without missing a single month during this time-period.
- e) From my review of the certified bank records for both bank account numbers [REDACTED] and [REDACTED] held by Paul Bonwick, I note that for the month prior to the August 31, 2012 payment of \$756,740.42 to Green Leaf Distribution Inc. by BLT Construction Services, there was not one internet transfer transaction credited to bank account numbers [REDACTED] and [REDACTED].

Production Order for the Scotiabank

314. On the face of this ITO, I have detailed information that I am requesting the issuance of a Production Order - directing Rohan Gonsalves of the Scotiabank to provide the following documents/records:

1. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (S-Tec Consulting):
  - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

| <u>Date</u>       | <u>Description</u>                         | <u>Amount</u> |
|-------------------|--------------------------------------------|---------------|
| August 31, 2012   | Cred. Card/LOC Payment                     | \$1,226.04    |
| September 4, 2012 | Chq 202 - [REDACTED]                       | \$1,441.03    |
| October 1, 2012   | Debit memo/cash/other                      | \$500.00      |
| October 1, 2012   | Debt memo/Visa/Transfer to                 | \$3,000.00    |
| October 1, 2012   | Debit memo/Personal acct/transfer to       | \$1,000.00    |
| October 2, 2012   | Chq 123 - [REDACTED]                       | \$489.95      |
| October 22, 2012  | Chq 122 - [REDACTED]                       | \$489.95      |
| October 22, 2012  | Debt memo – XFR Other                      | \$800.00      |
| November 1, 2012  | Chq 205 - [REDACTED]                       | \$1,000.00    |
| November 1, 2012  | Credit Card/LOC Payment                    | \$2,524.97    |
| November 6, 2012  | Chq 206 - [REDACTED]                       | \$1,000.00    |
| November 14, 2012 | Chq 207 - [REDACTED]                       | \$489.75      |
| November 30, 2012 | Debit memo to pay Visa other<br>[REDACTED] | \$1,167.73    |

|                   |                                 |            |
|-------------------|---------------------------------|------------|
| December 3, 2012  | Chq 210 - [REDACTED]            | \$3,500.00 |
| December 24, 2012 | Debit memo taking out cash      | \$2,000.00 |
| January 4, 2013   | Chq 211 - [REDACTED]            | \$2,000.00 |
| January 10, 2013  | Chq 212 - [REDACTED]            | \$489.57   |
| January 23, 2013  | Chq 213 - [REDACTED]            | \$489.57   |
| January 31, 2013  | Transfer to Cr. Card [REDACTED] | \$800.00   |
| February 4, 2013  | Transfer to Cr. Card [REDACTED] | \$4,053.68 |

AND,

2. Certified copies of the following records and/or documents (if available) relating to the Scotiabank Visa card account identified in the above chart as number [REDACTED]
  - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
  - b. Authorized signing authority electronic access and signature card.
  - c. Delegate electronic access and signature card.
  - d. Detailed Monthly account Statements from the 31st of August 2012 to the 31st day of December 2012, inclusive.

AND,

3. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Abigail Stec):
  - a. All supporting documentation/records (including cheque images – front and back) in relation to each transaction listed in the chart below:

| <u>Date</u>       | <u>Description</u>                | <u>Amount</u> |
|-------------------|-----------------------------------|---------------|
| September 4, 2012 | WD                                | \$1,004.20    |
| January 4, 2013   | SP                                | \$4,837.48    |
| January 4, 2013   | BPY – BR – American Express Cards | \$3,022.64    |
| January 28, 2013  | CTD – PC to [REDACTED]            | \$600.00      |

AND,

4. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]:
- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
  - b. Authorized signing authority electronic access and signature card.
  - c. Delegate electronic access and signature card.
  - d. Detailed Monthly account Statements from the 01st of January 2013 to the 01st day of March 2013, inclusive.

AND,

5. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):
- a. All supporting documentation/records in relation to each transaction listed in the chart below:

| <u>Date</u>        | <u>Description</u>     | <u>Amount</u> |
|--------------------|------------------------|---------------|
| September 14, 2012 | WD                     | \$7,800.00    |
| November 20, 2012  | CTD – PC to [REDACTED] | \$33,750.00   |
| January 4, 2013    | WD                     | \$3,800.00    |

AND,

6. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick):
- a. All supporting documentation/records in relation to each transaction listed in the chart below:

| <u>Date</u>       | <u>Description</u>     | <u>Amount</u> |
|-------------------|------------------------|---------------|
| December 27, 2012 | CTD – PC to [REDACTED] | \$3,000.00    |
| January 10, 2013  | CTD – PC to [REDACTED] | \$2,000.00    |

AND,

7. Certified copies of the following records and/or documents (if available) relating to Scotiabank account number [REDACTED] (Paul Bonwick) and Scotiabank account number [REDACTED] (Paul Bonwick):

- a. All supporting documentation/records in relation to each transaction listed in the chart below:

| Date      | Account Debited<br>[REDACTED]      | Account Debited<br>[REDACTED] | Account Credited<br>[REDACTED] | Account Credited<br>[REDACTED]    |
|-----------|------------------------------------|-------------------------------|--------------------------------|-----------------------------------|
| 12-Sep-12 | X                                  |                               |                                | \$500.00                          |
| 12-Sep-12 | X                                  |                               | \$500.00                       |                                   |
| 05-Oct-12 | X                                  |                               |                                | \$500.00                          |
| 05-Oct-12 | X                                  |                               | \$500.00                       |                                   |
| 27-Oct-12 | X                                  |                               |                                | \$500.00                          |
| 13-Nov-12 | X                                  |                               |                                | \$500.00                          |
| 23-Nov-12 | X                                  |                               |                                | \$500.00                          |
| 01-Dec-12 |                                    | X                             |                                | \$500.00                          |
| 20-Dec-12 |                                    | X                             |                                | \$300.00                          |
| 31-Dec-12 |                                    | X                             |                                | \$200.00                          |
| 10-Jan-13 |                                    | X                             |                                | \$700.00                          |
| 17-Jan-13 |                                    | X                             |                                | \$300.00                          |
| 18-Jan-13 | X                                  |                               | \$500.00                       |                                   |
| 24-Jan-13 |                                    | X                             |                                | \$300.00                          |
| 31-Jan-13 |                                    | X                             |                                | \$300.00                          |
| 07-Feb-13 |                                    | X                             |                                | \$300.00                          |
| 15-Feb-13 | X                                  |                               |                                | \$200.00                          |
| 15-Feb-13 | X                                  |                               | \$200.00                       |                                   |
| 22-Feb-13 |                                    | X                             |                                | \$200.00                          |
| 05-Mar-13 | X                                  |                               |                                | \$300.00                          |
| 09-Mar-13 | X                                  |                               |                                | \$200.00                          |
| 15-Mar-13 | X                                  |                               |                                | \$200.00                          |
| 22-Mar-13 | X                                  |                               |                                | \$200.00                          |
| 22-Mar-13 | X                                  |                               | \$200.00                       |                                   |
| 27-Mar-13 | X                                  |                               |                                | \$400.00                          |
| 01-Apr-13 | X                                  |                               | \$200.00                       |                                   |
| 03-Apr-13 |                                    | X                             | \$1,000.00                     |                                   |
| 20-Apr-13 | X                                  |                               |                                | \$200.00                          |
| 29-Apr-13 | X                                  |                               |                                | \$200.00                          |
| 03-May-13 | X                                  |                               |                                | \$200.00                          |
| 06-May-13 |                                    | X                             |                                | \$1,000.00                        |
| 06-May-13 | \$600.00 credited to<br>[REDACTED] |                               |                                | \$600.00 debit from<br>[REDACTED] |
| 10-May-13 | X                                  |                               |                                | \$200.00                          |
| 11-May-13 | X                                  |                               |                                | \$200.00                          |
| 16-May-13 | X                                  |                               |                                | \$200.00                          |
| 21-May-13 | X                                  |                               |                                | \$500.00                          |
| 24-May-13 | X                                  |                               |                                | \$200.00                          |
| 01-Jun-13 | X                                  |                               |                                | \$300.00                          |
| 06-Jun-13 | X                                  |                               | \$160.00                       |                                   |
| 08-Jun-13 | X                                  |                               |                                | \$300.00                          |



|           |   |   |            |          |
|-----------|---|---|------------|----------|
| 13-Jun-13 | X |   |            | \$300.00 |
| 19-Jun-13 | X |   |            | \$300.00 |
| 24-Jun-13 | X |   |            | \$300.00 |
| 02-Jul-13 | X |   |            | \$300.00 |
| 03-Jul-13 | X |   |            | \$300.00 |
| 10-Jul-13 | X |   |            | \$300.00 |
| 15-Jul-13 | X |   |            | \$300.00 |
| 20-Jul-13 | X |   |            | \$300.00 |
| 29-Jul-13 | X |   |            | \$200.00 |
| 03-Aug-13 | X |   |            | \$200.00 |
| 08-Aug-13 | X |   |            | \$300.00 |
| 16-Aug-13 | X |   |            | \$300.00 |
| 24-Aug-13 | X |   |            | \$300.00 |
| 27-Aug-14 | X |   |            | \$500.00 |
| 09-Sep-13 | X |   |            | \$500.00 |
| 23-Sep-13 | X |   |            | \$500.00 |
| 30-Sep-13 | X |   |            | \$300.00 |
| 05-Oct-13 |   | X |            | \$300.00 |
| 10-Oct-13 | X |   |            | \$300.00 |
| 18-Oct-13 | X |   |            | \$300.00 |
| 22-Oct-13 | X |   |            | \$300.00 |
| 28-Oct-13 | X |   |            | \$300.00 |
| 04-Nov-13 | X |   |            | \$300.00 |
| 04-Nov-13 | X |   |            | \$300.00 |
| 12-Nov-13 | X |   |            | \$300.00 |
| 16-Nov-13 | X |   |            | \$300.00 |
| 16-Nov-13 | X |   | \$1,000.00 |          |
| 22-Nov-13 | X |   |            | \$346.42 |
| 22-Nov-13 | X |   |            | \$500.00 |
| 26-Nov-13 | X |   |            | \$700.00 |
| 02-Dec-13 | X |   |            | \$300.00 |
| 02-Dec-13 | X |   | \$1,000.00 |          |
| 12-Dec-13 | X |   |            | \$300.00 |
| 19-Dec-13 | X |   |            | \$300.00 |
| 19-Dec-13 | X |   | \$2,000.00 |          |

AND,

8. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]
- a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
  - b. Authorized signing authority electronic access and signature card.
  - c. Delegate electronic access and signature card.

- d. Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

AND,

9. Certified copies of the following records and/or documents (if available) relating to the Scotiabank account identified in the above chart as number [REDACTED]
  - a. Customer profile information detailing the account holder's personal information (name, address, date of birth and employment details) and personal information of any other person who has/had signing authority on the identified account.
  - b. Authorized signing authority electronic access and signature card.
  - c. Delegate electronic access and signature card.
  - d. Detailed Monthly account Statements from the 01st of July 2012 to the 31st day of December 2013, inclusive.

GROUNDS TO BELIEVE THE THINGS TO BE SOUGHT ARE PRESENTLY AT THE PLACE TO BE SEARCHED

315. I have provided detail in paragraphs 274 and 277 of this ITO, evidence I have learned of previous conversations Detective Sergeant Shawn Evans has had with Rohan Gonsalves of the Scotiabank. I have personal knowledge that Rohan Gonsalves is the Assistant Manager for Cash Loss Control for Scotiabank and he is the primary contact for law enforcement in relation to Production Orders issued to Scotiabank.
316. In paragraphs 274, 278 and 280 I detailed information related to a previous Production Order issued to Rohan Gonsalves for this investigation. In that paragraph I detailed that his position with the Scotiabank involves producing certified bank records for police officers pursuant to Production Orders. On July 17, 2014, I contacted Rohan Gonsalves by telephone to confirm with him information related to this Production Order. The following is a summary of my conversation with Rohan Gonsalves.
  - a. Rohan Gonsalves advised me that once he receives a Production Order, it is his responsibility to ensure that Scotiabank complies with the Order within the specified time.
  - b. Rohan Gonsalves confirmed that Visa card account card beginning with the number sequence [REDACTED] is a Scotiabank Visa card.

- c. Rohan Gonsalves is aware of the types of information and records I am seeking in this Production Order and he advised me that these records are available through his office.
  - d. Rohan Gonsalves advised that should the requested Production Order be issued, 60 days would be ample time for Scotiabank to produce the requested material.
  - e. Rohan Gonsalves confirmed that his business office is situated at 44 King Street West, 20th floor, Toronto, Ontario.
  - f. Based on this information, I believe that the documents I am seeking in this ITO are in the possession or control of Rohan Gonsalves of Scotiabank Cash Loss Control situated at 44 King Street West, 20th floor, Toronto, Ontario.
317. I have personal knowledge from previously issued Production Orders that the Scotiabank maintains the type of customer profile information that I am seeking. I believe based on my knowledge gained from previous Production Orders that the customer profile information, and authorized and delegate account access information will afford evidence of the account number, name, address, date of birth and the employment details of the account holder(s) and anyone else who has legal access to the account. I believe that this information will afford evidence confirming who are the holders of the respective Scotiabank Visa account and bank accounts previously identified in this ITO.
318. I believe that the authorized signing and delegate access documents will afford evidence of who has/had access to the identified Visa accounts and bank accounts, and will assist investigators in determining who else may have access to/or accessed funds within the identified accounts, assisting investigators in following the dissemination of the offence related money.
319. I am aware from my experience with other financial crimes investigations that the Scotiabank maintains information enabling them to produce bank account and Visa account history statements. I am aware that these account statements contain detailed account history information including the dates and details of all debits from, and credits to, the account. I am seeking the issuance of the requested Production Order to obtain certified copies of the monthly account statements for the following date ranges, from the identified accounts:

Scotiabank Visa card account number [REDACTED] – [REDACTED] to the [REDACTED]

320. I have detailed evidence in paragraph 209 that the BLT Construction Services payment to Compenso Communications – Paul Bonwick (Green Leaf Distribution Inc.) was made on August 31, 2012. I have detailed evidence in this ITO of cheques that were issued from the Green Leaf Distribution Inc.'s CIBC account numbered [REDACTED], following the August 31, 2012, account credit, to five different accounts identified previously in this ITO. Four of these accounts are held with the Scotiabank and one of these accounts is held with the CIBC. I am seeking the issuance of the requested Production Order to obtain certified copies of all supporting

documentation/records, including front and backs of cheque images, in relation to each transaction listed in the charts detailed in this ITO relating to:

- a. Scotiabank account [REDACTED] (associated to Paul Bonwick) – 14DEC12 to 13JAN13
- b. Scotiabank account [REDACTED] (associated to Paul Bonwick) – 11SEP12 to 07JAN13
- c. Scotiabank account [REDACTED] (associated to Abigail Stec) – 03SEP12 to 29JAN13
- d. Scotiabank account [REDACTED] (associated to S-Tec Consulting) – 28AUG12 to 07FEB13

321. I have detailed evidence in the charts within this ITO relating to the Green Leaf Distribution Inc. cheques first credited to Compenso Communications, Paul Bonwick, Abigail Stec and S-Tec Consulting. In that regard, I state and do believe the following:

- a. I believe that the requested bank statements and records relating to the Scotiabank accounts listed in this ITO will afford evidence that portions of the \$756,740.42 CAD payment that BLT Construction Services made to Compenso Communications – Paul Bonwick was then transferred and credited to these various accounts through the issued Compenso Communications cheques, internet transfers, credit memos, transfers and withdrawals.
- b. I have identified the beginning date and the end date in a series of Greenleaf Distribution Inc. cheques, drawn on CIBC account numbered [REDACTED], which were credited to Paul Bonwick, Abigail Stec and S-Tec Consulting bank accounts. I am requesting bank account and Visa account statements and records for the above listed accounts based on evidence I have articulated in this ITO of when the first Green Leaf Distribution Inc. cheque was credited to the account.
- c. I have articulated in this ITO my belief that the payment of \$756,740.42 CAD by BLT Construction Services to Compenso Communications - Paul Bonwick is evidence of a fraud committed upon the Town of Collingwood.
- d. It is my belief that the \$756,740.42 CAD credited to the CIBC account of Green Leaf Distribution Inc., is proceeds of crime, or offence related money.
- e. I believe that Paul Bonwick, Abigail Stec and S-Tec Consulting bank account and Visa account statements for the period of time following the deposits of the identified Green Leaf Distribution Inc. cheques, will afford evidence of how the proceeds of crime money was disseminated from the Green Leaf Distribution Inc. account, into the identified accounts.

- f. I believe that the Scotiabank Visa card account number [REDACTED] account statements for the period of time, both immediately before and following the deposits of the identified Green Leaf Distribution Inc. cheques, will afford evidence of how a portion of the proceeds of crime money was disseminated from the Green Leaf Distribution Inc., through S-Tec Consulting's bank account.
- g. Because I reviewed the certified bank account information provided to me by Scotiabank in the previous Production Order and note that Visa account number [REDACTED] is not listed or recorded as being associated to Compenso Communications, Paul Bonwick, Sandra Bonwick, Abigail Stec or S-Tec Consulting, I believe the requested records and documents will afford evidence and identify who or what other person or entity, received a portion of this offence related money. I also believe that these requested records and documents will identify other persons involved in these offences named in the ITO.
- h. I believe that in order to trace the offence related money and make a determination as to where the money was disseminated to, I need to examine the identified Scotiabank Visa and bank statements and records. I believe this examination will afford evidence of where the offence related money was disseminated, once it was credited to these Scotiabank accounts.
- i. I believe that I will require the account statements from the point of the deposit, to the identified date post deposit, as it is unknown when and how the offence related money was disseminated and the only way to gather this evidence is to review the entire account history - post deposit.
- j. Should this requested Production Order be issued, I believe the requested account statements will afford evidence of the dissemination of proceeds of crime money, which will assist me in preparing a subsequent application for a Production Order for specific dissemination transaction evidence.
322. Section 487.01 of the *Criminal Code of Canada* sets out the legal requirements in relation to Production Orders. Subsection (3) details that:

Before making an order, the justice or judge must be satisfied, on the basis of an ex-parte application containing information on oath in writing, that there are reasonable grounds to believe that:

- a. an offence against this act or any other act of Parliament has been or is suspected to have been committed;
- b. the documents or data will afford evidence respecting the commission of the offence; and
- c. the person who is the subject to the order has possession or control of the documents or data.

- i. I believe, and respectfully submit that this Information to Obtain a Production Order meets the requirements set out in section 487.012 of the Criminal Code of Canada.
- ii. I have provided evidence in paragraphs 219-230 under the heading "Investigative Strategies, Relationships and Related Issues" detailing the significant issues impeding this investigation, including the close relationships of those who are the subject of this investigation. As an investigative team, we have developed strategies to protect hold-back evidence we possess and wish to use to further this investigation at a later date. With this sole reason in mind – the protection of our investigative strategies - I have made the decision not to include the full charge wordings on the face page(s) of each Production Order, and instead, included the full charge wordings in the actual ITO. I believe that the full charge wordings setting out the nature of the offences would easily and clearly expose to any person reviewing this ITO, our investigative focus. What I have included on the faces of the Production Orders is the short-form wording to identify the criminal offences we are alleging have been committed against the *Criminal Code*.

323. Section 487.3 of the *Criminal Code of Canada* sets out the following information:

A judge or Justice may, on application at the time of issuing a warrant under this or any other act of Parliament or a production order under section 487.012 or 487.013, ..., make an order prohibiting access to and the disclosure of any information relating to the warrant, production order or authorization on the ground that:

- a. the ends of justice would be subverted by the disclosure for one of the reasons referred to in subsection (2) or the information might be used for an improper purpose; and
- b. the ground referred to in paragraph (a) outweighs in importance the access to the information.

324. I have reviewed the reasons listed in subsection (2) and I believe the following reason is relevant to my request to have an order issued prohibiting access to this Information to Obtain a Production Order:

- ii) compromise the nature and extent of an ongoing investigation

325. This paragraph sets out my reasoning and request for the need to have an order issued prohibiting access to this Information to Obtain a Production Order. I have provided significant detail in paragraphs 219-230 regarding the investigative strategy that has been developed for this investigation. I anticipate investigators will be making efforts to utilize a number of investigative techniques to conclude this investigation including: physical surveillance, additional Production

Order applications and the use of a police agent(s) including the recording of conversations (subject to judicial authorization and a one part consent) between a police agent and one or more suspects. I recognize the importance of the openness associated with our judicial system, however I believe that by allowing open access to this ITO during the investigation stage, will impede our ability to investigate the many unanswered aspects of the allegations detailed within this ITO. I believe we will lose opportunities to illicit the truth from several individuals if details enclosed in this ITO are made public. I have provided detail in this ITO the importance of the hold back evidence relating to the BLT Construction Services payment to Compenso Communications – Paul Bonwick. The investigative team has guarded and maintained this detail a secret from witnesses. I believe that open access to this ITO would reveal to any reader the nature and scope of this investigation and would certainly compromise the proposed investigative strategy. I am cognizant that any order prohibiting access, and one that I am seeking, is a temporary shield during the investigation phase and that once the investigation has concluded, permanent protection of this ITO, on this ground, would not be required. For these reasons, I believe it is necessary to prohibit access to this ITO so as not to compromise the ongoing investigation into the above matters.

326. Pursuant to subsection 487.3(b) as identified in paragraph 323, I believe that the grounds set out in the above paragraph outweighs in importance the access to the information for reasons stated in the paragraph. It is for these reasons that I request an order be issued prohibiting access to this Information to Obtain Production Orders pursuant to section 487.3 of the Criminal Code of Canada and that the Information to Obtain Production Orders be sealed and held by the Clerk of the court at 75 Mulcaster Street, Barrie, Ontario.