

To: Justice Frank Marrocco
Collingwood Judicial Inquiry
May 28, 2019

Your honour:

Without prejudice.

With regard to my previous testimony about my attendance of a meeting, Jan. 16, 2012, and the discussion and vote, Jan. 23, 2012, I would like to submit the following statement for your consideration.

At the time of both events, January 2012, I was not employed by anyone other than as town councillor nor was I providing services to anyone or any third party. I had submitted a final invoice to Compenso at the end of December, 2011. Regardless of it being “outstanding” in the sense that I had not yet received payment, I had *no* anticipation of future work for Compenso and was under no contractual agreement with Compenso to provide anything. Although I asked if any future work was available, it was because there is little opportunity for employment in my line of freelance editorial or research work in a small town. I looked for work where I could find it. However, I had *no* indication if any additional work was forthcoming from Compenso, or if it was available, what form that work would take, until after these events.

I did *not* “anticipate” future work as has been suggested, but certainly hoped for some. I had done a one-time project for Compenso in a capacity unrelated to the sale of the utility (a media relations workshop for the First Nations in New Brunswick, March, 2011) and would have welcomed more of the same. My subsequent work for Compenso in the fall of 2011 as a short-term service provider of public domain news content had an agreed end to providing content in December, 2011 with no promise of future work.

In my work as a freelance writer and editor over the years, I have often submitted invoices that did not get paid for weeks, and even months. Magazines for which I wrote often paid 90 or more days after acceptance of an article. Book royalties are issued quarterly or semi-annually. This did not mean to me that I was employed in any way by the company until the payment was received. It just meant waiting for payment.

I submitted a final invoice to Compenso for my work at the end of December, 2011 in an email that stated no more content was forthcoming from me. I did not provide any content of any sort to Compenso in the month of January, 2012. None was requested by Compenso during that time. I do not know when the cheque for that final invoice was cut, only that I did not go to Compenso’s office to pick it up until several weeks later. This was not uncommon for me because Mr. Bonwick or his assistant were not always in his office when I was available to visit.

As you know, I declared a conflict in December, 2011, when council went in camera to discuss and decide on the possible winner of the RFP. I did so to avoid any potential conflict because I was working for Compenso which provided services to companies in the electricity/energy sectors. Although I was unaware at the time that PowerStream was a potential bidder or whether Compenso was involved in the process, it was appropriate to step aside from the discussion and decision and I did so. I believe this shows my intentions to behave ethically and transparently with regard to the decision and the sale.

During the time I provided services to Compenso, both before and after the sale, I had no contact with anyone at PowerStream. Mr. Bonwick never spoke to me of his work or relationship with PowerStream or any other company he provided services to, nor did he speak to me about the sale or try in any way to influence me. I did not learn of PowerStream's involvement in the process until Jan. 16, 2012, when I was not employed, and only then at an in camera session.

In January, 2012, I sincerely believed I had no conflict because I was not working for or providing services to Compenso, PowerStream, or anyone else aside from the town. The Municipal Conflict of Interest Act says a pecuniary interest occurs when "the member *is* a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter." (emphasis added)

To me, that was very clear in its wording: the use of the present tense of the verb suggests a current situation. There is nothing in the Act to suggest recent or potential future employment. The town's Code of Conduct at the time did not address the issue outside of its reference to the Act. Perhaps I was not sufficiently broad in my interpretation of the law or the oath of office, but as I said on the witness stand, there really is no one in the municipal offices a councillor can turn to for advice on conflict, leaving it up to the conscience of the individual and the wording in the Act.

When the vote came up on Jan. 23, I sincerely believed I was ratifying a council decision made seven weeks previously, supporting the unanimous choice of eight other members of council, and the recommendations of the CAO, KPMG and the Collus board of directors. I did not believe I was participating in the decision to select a partner, since that had already been accomplished, and I had not partaken of that discourse or decision. I had no personal stake or involvement in that decision and derived no personal benefit from approving the previous decision. I believed it benefitted the community as a whole.

During the process of the sale before the RFP was opened, and months before I provided services to Compenso, as councillor I voiced my support for the process and exploring a strategic partnership with a potential LDC partner, as well as for the leadership of the Collus board in the direction taken. My comments on Jan. 23 were meant to reiterate what I had spoken about before, and what had been raised in public discussions, not to speak to any company, bid, or result. I did not mention PowerStream in those comments.

In my comments, I was not attempting to influence any member's vote (they had already made the unanimous decision on the RFP in December, without my participation), just to express my own satisfaction at the town successfully accomplishing a challenging and rewarding goal. It was an accomplishment I believe all of council was proud of and wanted to celebrate, I among them.

I would like to add that at the time, there were no complaints made about or to me having a conflict of interest; nothing was said to me by other councillors, by town staff including the clerk and CAO, by the town's legal firm, in the local media or by the public. Nothing was brought to my attention that would have allowed me to address or amend my actions.

I would like to also point to my record as a councillor over three terms, from 2003 to 2014. During that time, I acted honourably and ethically, declaring a conflict when any arose, communicating openly with staff and members of the community, voting what my conscience told me was the best for the community, not for any personal interest or gain. During that time, I never received any complaint over my behaviour from staff or the public. I never received any personal benefit from my service on council outside my council salary. My reputation as a councillor was unstained by any complaints.

I had no intention to behave unethically. I was sincere in my belief that I did not have a pecuniary conflict in January, 2012. I did not benefit personally or professionally in any way from my vote, my comments or attendance in those meetings. As the vote was unanimous on Dec. 5 and Jan. 23, my participation did not change the results, nor was it my intention to do so.

In the report on Mississauga, it states, "...all Ontario municipalities require a better ethical infrastructure." If that infrastructure includes staff or resource people who can speak to councillors on such issues without incurring liability for themselves or the municipality, then I agree. Having no resources or staff with whom to discuss these complexities and subtleties sometimes makes it difficult for any council member to decide if or how the Act applies to their own situation.

As a councillor, I found this particular conflict of interest decision the most challenging to resolve in my time in office. There are exceptions in the Act, such as Sec. 4A and 4B that to me suggested might also apply to my decision not to step aside at this time. I did consider my situation, read the Act, weighed my options, and made my decision based on my interpretation and understanding.

I sincerely believe I acted with the best of intentions in both cases, for the good of the community as a whole, not for any personal gain, not to benefit any third party, and that for my entire service in office, that I always acted for what I believed was in the best interests of the municipality and the community. I also believe that my decisions and my comments after the RFP decision had been made did no harm to the municipality nor did they influence in any way the outcome or the votes of the eight other members.

Respectfully submitted,
Ian Chadwick