



“When You Talk - We Listen!”



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

April 16th, 2019

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APPEARANCES

Kate McGrann) Inquiry Counsel
John Mather) Associate Inquiry
) Counsel
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) Corporation
(No Counsel)) For Paul Bonwick
George Marron) For Sandra Cooper
(No Counsel)) For Timothy Fryer
Frederick Chenoweth) For Edwin Houghton
William McDowell) For Town of Collingwood
Ryan Breedon)
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) Corporation

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1 --- Upon commencing at 10:01 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Mr.
4 Watson, I think you were cross-examining.

5 MR. MICHAEL WATSON: Thank you, Your
6 Honour. Your Honour, I was reminded last night by my
7 colleagues that I had neglected to ask three (3)
8 documents to be entered as exhibits. I've already
9 spoken over here about them.

10 So if I may, the document numbers, to
11 which I made some reference yesterday with Ms. Almas,
12 were TOC516351. That's the June 27th in camera
13 minutes.

14 The second one (1) is TOC517154.
15 That's the 2006 procurement bylaw.

16 And the third one (1) is CPS6891, which
17 is the Collus RFP.

18 If I could have them marked as
19 exhibits, Your Honour?

20

21 --- EXHIBIT NO. 15: TOC516351

22

23 --- EXHIBIT NO. 16: TOC517154

24

25 --- EXHIBIT NO. 17: CPS0006891

1

2

SARA JANE ALMAS, Previously Sworn

3

4

CONTINUED CROSS-EXAMINATION BY MR. MICHAEL WATSON:

5

MR. MICHAEL WATSON: Thank you, Your

6

Honour. Your Honour, I'm going to finish up with one

7

(1) topic, the topic we were on yesterday, and then I

8

have one (1) more, and then I'll be sitting -- sitting

9

down.

10

If I could have FD-1 up again, please,

11

and paragraph 494, which is what we were looking at

12

yesterday.

13

14

(BRIEF PAUSE)

15

16

MR. MICHAEL WATSON: Yes. And, Ms.

17

Almas, you remember this?

18

MS. SARA ALMAS: Yes.

19

MR. MICHAEL WATSON: All right. So

20

these were the four (4) items having to do with the

21

bylaw that ultimately ended up being passed by Town

22

Council?

23

MS. SARA ALMAS: Correct.

24

MR. MICHAEL WATSON: Okay. And if we

25

can -- that we -- we stopped off here. What I am

1 talking -- want to finish up on is -- is Part D, here.
2 That is adding a clause authorizing the mayor and --
3 yes, and town clerk to execute any documents related
4 to the transaction. We were talking about that, and
5 you'd given some evidence yesterday?

6 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

7 MR. MICHAEL WATSON: Could I scroll
8 back up, please, to paragraph 492? And as it says
9 here, on January 17th -- and there's the time there --
10 a Mr. Longo of Aird & Berlis sent to Mr. Houghton a
11 draft bylaw authorizing Collingwood to enter into the
12 share purchase agreement and unanimous shareholders
13 agreement with PowerStream.

14 So I think you will recall from the
15 correspondence that the original draft of the bylaw
16 had come from Aird & Berlis, the Town's lawyers,
17 right?

18 MS. SARA ALMAS: Correct.

19 MR. MICHAEL WATSON: Right. So could
20 we please, then, take a look at that, and what was in
21 it, and what was not. If we could look at document,
22 please, CJI8820.

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Now I think you
2 may recall that there was a report done by the Miller
3 Thomson law firm about this entire thing several years
4 later?

5 MS. SARA ALMAS: Correct.

6 MR. MICHAEL WATSON: I'm not
7 interested in most of it, because I -- and you're
8 familiar with that report?

9 MS. SARA ALMAS: Yeah, I'm aware of
10 it. Yes.

11 MR. MICHAEL WATSON: And you know that
12 some of it had to do with the shared services
13 agreement, and so on?

14 MS. SARA ALMAS: But -- yes.

15 MR. MICHAEL WATSON: All right. I'm
16 not interested in that at all, just on this bylaw
17 issue. So if we could please turn to page 156 of this
18 document. And 156 here, then, is an email from Mr.
19 Longo to Mr. Houghton. And by the way, this is the
20 document that's referred to in that -- in FD-1, 492.

21 So he's saying:

22 "Ed, here's an initial draft of a --
23 a proposal authoriz -- a proposal
24 authorizing a Council bylaw for your
25 review and input. Can you take a

1 stab at drafting the whereas clause,
2 et cetera?"

3 So that's the email. And if we can
4 then go to the next page, 157, we see the bylaw. And
5 this is the one (1) that Mr. Longo had -- of Aird &
6 Berliss, had drafted. You -- I think you're familiar
7 with that?

8 MS. SARA ALMAS: Yes, I am.

9 MR. MICHAEL WATSON: So what we see
10 here is in paragraph 2, it says that the mayor and
11 clerk be authorized to execute the share purchase
12 agreement and shareholders agreement with PowerStream,
13 Inc., respecting the purchase of shares of Collus once
14 those agreements are in form and content to the
15 satisfaction of the Town's solicitors.

16 All right. And there was a whole
17 discussion about whether it be to the satisfaction of
18 the Town's solicitors as opposed to the mayor. You
19 remember that?

20 MS. SARA ALMAS: Correct.

21 MR. MICHAEL WATSON: But what I'm
22 focussed on is the rest of it, here. So this would be
23 a bylaw authorizing the mayor and clerk to execute two
24 (2) things on behalf of the Town, the share purchase
25 agreement, right?

1 MS. SARA ALMAS: Correct.

2 MR. MICHAEL WATSON: And the -- and
3 the shareholders agreement --

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: -- otherwise
6 called a unanimous shareholders agreement, right?

7 MS. SARA ALMAS: That's right.

8 MR. MICHAEL WATSON: Those two (2)
9 documents?

10 Then -- but there were also other
11 documents that the mayor and you had to sign in
12 connection with the transaction, weren't there?

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: Could we please
15 get up -- this is the closing book now for the entire
16 transaction. It's the -- called the ALE closing book.
17 I think it's the one (1). If you can get that up.

18

19 (BRIEF PAUSE)

20

21 MR. MICHAEL WATSON: Now, this is --
22 I'm not going to take you through the nine hundred
23 sixteen (916) pages of this, if that's all right with
24 you.

25 Could we go, please, to page 763.

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: And do you
4 remember this, the escrow agreement?

5 MS. SARA ALMAS: Not it particularly.
6 There was a -- there was many agreements that were
7 executed that day.

8 MR. MICHAEL WATSON: Right. And --
9 and -- all right. Let's go to the last page of that,
10 the signature page of that, which is 770.

11

12 (BRIEF PAUSE)

13

14 MR. MICHAEL WATSON: And you'll see
15 that you signed it and the mayor, Sandra Cooper,
16 signed it, right?

17 MS. SARA ALMAS: Correct.

18 MR. MICHAEL WATSON: And you signed
19 many documents in connection with and in preparation
20 for the closing, right --

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: -- other than the
23 share purchase agreement, and other than the unanimous
24 shareholders agreement?

25 MS. SARA ALMAS: That is correct.

1 MR. MICHAEL WATSON: All right. And
2 just one (1) more as an example. Can we go, please,
3 to page 743.

4

5 (BRIEF PAUSE)

6

7 MR. MICHAEL WATSON: And we see that
8 this -- you remember that there were two (2) letters
9 on -- dated July 31st, 2012, I think. This one (1),
10 if we can just scroll down a little bit. Okay.

11 Stopping there, you see in the second paragraph, this
12 is between PowerStream and the Town:

13 "This letter is to confirm that it
14 is the intent of PowerStream and the
15 Town to pursue significant growth
16 opportunities on a prudent and
17 profitable basis where it enhances
18 the Corporation's strategic position
19 -- that's Collus -- and creates
20 economy of scope and scale,
21 specifically, the Corp -- the
22 Corporation will pursue
23 opportunities for the acquisition,
24 merger, or other business
25 arrangements with local distribution

1 companies within the CHEC group of
2 LDCs, and consider other
3 opportunities."

4 MR. MICHAEL WATSON: And I think you
5 remember this letter?

6 MS. SARA ALMAS: Not specifically, I -
7 - and I haven't reviewed it recently, so.

8 MR. MICHAEL WATSON: Fair enough. But
9 you do remember that that was part of the strategy of
10 having the strategic partnership that the two (2)
11 together would pursue other consolidation efforts
12 within this area, and in particular, with the CHEC
13 group, right?

14 MS. SARA ALMAS: You'll have to excuse
15 me, because I -- I've seen so many documents since
16 that time, so I have to recollect, you know, whether I
17 knew that that was the entire idea whenever all of
18 this was happening.

19 MR. MICHAEL WATSON: Sorry, I'm not
20 saying entire idea. It was part of --

21 MS. SARA ALMAS: Okay.

22 MR. MICHAEL WATSON: -- the strategic
23 partnership. Do you have a recollection of that?

24 MS. SARA ALMAS: Yes, vaguely.

25 MR. MICHAEL WATSON: All right, fine.

1 What I want to do is go to the next page, which I
2 think is the sig -- is the signature page. And you
3 see it's signed by Dennis Nolan.

4 And then scrolling down, we -- we see -
5 - and this -- this one (1) actually ended up being
6 signed, but do you recall this now that this was
7 another document that the two (2) of you had to sign?

8 MS. SARA ALMAS: Like I said, there
9 was -- there was hundreds of pieces of paperwork --

10 MR. MICHAEL WATSON: Okay, fine.

11 MS. SARA ALMAS: -- and I don't
12 remember specifically.

13 MR. MICHAEL WATSON: So what was
14 required, therefore, was an authorization for you and
15 the mayor to sign several documents, right?

16 MS. SARA ALMAS: That's right.

17 MR. MICHAEL WATSON: Only two (2) of
18 which were the shareholder -- were the share purchase
19 agreement and the unanimous shareholders agreement,
20 right?

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: And you needed
23 proper authorization for that?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: Okay. So let's

1 then go to document ALE1517. This is Mr. Nolan's --
2 PowerStream -- his markup of this document. And
3 you'll see that he -- and -- and this is the markup of
4 Mr. Longo's original draft, right? And we see he's
5 added some whereas language. But let's take a look
6 now, please, at paragraph 3. And you see now, it says
7 that:

8 "The mayor and clerk be authorized
9 to execute or deliver all other
10 documents, notices, certificates to
11 be signed and/or delivered under or
12 in connection with the share
13 purchase agreement or unanimous
14 shareholders agreement."

15 Do you see that?

16 MS. SARA ALMAS: M-hm.

17 MR. MICHAEL WATSON: And that's one
18 (1) of the items that Mr. Nolan added, right?

19 MS. SARA ALMAS: Yes.

20 MR. MICHAEL WATSON: And of course,
21 you needed that in order to have proper Council
22 authorization to sign all of these other necessary and
23 required agreements?

24 MS. SARA ALMAS: That is correct.

25 MR. MICHAEL WATSON: Okay. Good. And

1 -- and the Town's lawyers, Aird & Berlis, had not put
2 that in the original draft, right?

3 MS. SARA ALMAS: That is correct.

4 MR. MICHAEL WATSON: Thank you. Now
5 if we can then go to CJI8820 again.

6

7 (BRIEF PAUSE)

8

9 MR. MICHAEL WATSON: Page 158.

10

11 (BRIEF PAUSE)

12

13 MR. MICHAEL WATSON: Right. And --
14 all right. So this one (1) is Ed Houghton forwarding
15 it to his Collus email address. And if we could then
16 go to page -- sorry, page 161.

17

18 (BRIEF PAUSE)

19

20 MR. MICHAEL WATSON: And then let's --
21 let's scroll down. And we -- all right. And we see
22 at the bottom there an -- an email from Mr. Longo of
23 Aird & Berlis, dated January 18th. And this is an
24 email to the mayor, to the deputy mayor, to the CAO,
25 to Ed Houghton, and to you, right?

1 MS. SARA ALMAS: Yes.

2 MR. MICHAEL WATSON: And then going
3 over to the next page, this email says:

4 "Further to our conference call this
5 afternoon, please see the revised
6 draft that incorporates much of what
7 was discussed."

8 All right. And as directed, we won't
9 stic -- statutory provisions and so on. So there was
10 a discussion among the people on this email about the
11 draft bylaw, right, because it was undergoing
12 amendments?

13 MS. SARA ALMAS: Correct. I -- I'm
14 not sure if I was a party to that conference call or
15 not.

16 MR. MICHAEL WATSON: But you were a
17 recipient of the email, and you would have read it?

18 MS. SARA ALMAS: Yes.

19 MR. MICHAEL WATSON: So you were aware
20 --

21 MS. SARA ALMAS: Yeah.

22 MR. MICHAEL WATSON: -- of what was
23 happening?

24 MS. SARA ALMAS: I would have been,
25 yes.

1 MR. MICHAEL WATSON: Let's go to the
2 next one (1) up in the chain, then, back to the
3 previous page. And then we see, then, Corrine
4 Kennedy. Do you recognize her as being a lawyer at
5 Aird & Berlis?

6 MS. SARA ALMAS: I do.

7 MR. MICHAEL WATSON: And she was very
8 heavily involved in the corporate transaction, right?

9 MS. SARA ALMAS: She was. Correct.

10 MR. MICHAEL WATSON: Indeed. And
11 she's sending that to her partner, Mr. Longo, on the
12 same -- actually, the next day, the 19th. Do we see
13 that?

14 MS. SARA ALMAS: Yes.

15 MR. MICHAEL WATSON: And it says:

16 "After -- after some -- after some
17 further with Ed and Ron --"

18 And then we see Ron Clark copied on it.

19 "-- in an effort to make sure we are
20 covered all bases with respect to
21 authorizing at the front end --"

22 I.e. now, because you -- you knew that
23 closing, of course, was going to be some months in the
24 future --

25 MS. SARA ALMAS: Correct.

1 MR. MICHAEL WATSON: -- because
2 Ontario Energy Board approval needed -- was required,
3 right?

4 MS. SARA ALMAS: That's right.

5 MR. MICHAEL WATSON: And that's one
6 (1) of the things that had to happen in the interim?

7 MS. SARA ALMAS: That's correct.

8 MR. MICHAEL WATSON: So the Town
9 Council would be authorizing this in January, right --

10 MS. SARA ALMAS: That's correct.

11 MR. MICHAEL WATSON: -- for a closing
12 that, as we know, ultimately ended up happening at the
13 end of July?

14 MS. SARA ALMAS: Correct.

15 MR. MICHAEL WATSON: And indeed, on
16 the 31st of July, the date of those letters?

17 MS. SARA ALMAS: That's right.

18 MR. MICHAEL WATSON: And then he says:

19 "I'm working on some revisions to
20 the bylaw for a review. I hope to
21 turn it in as possible."

22 Et cetera. And then just go up.

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Okay. Yes, and
2 then -- and then you're saying to Corrine, I think
3 this needs to go out with the agenda this afternoon.
4 I've copied the clerk, so she's aware of it. So you
5 knew that all of this was happening?

6 MS. SARA ALMAS: Correct.

7 MR. MICHAEL WATSON: And, of course,
8 the -- this was the week before, and the Council
9 meeting was the following Monday, right, and that's
10 the Council meeting at which Council actually passed
11 the bylaw?

12 MS. SARA ALMAS: That's correct.

13 MR. MICHAEL WATSON: And so you -- I
14 think you said yesterday, had to get out the agenda on
15 Thursday before a Council meeting?

16 MS. SARA ALMAS: That's when they're
17 generally distributed.

18 MR. MICHAEL WATSON: Right. And so
19 what was going on right until kind of the last moment
20 were revisions to the bylaw.

21 MS. SARA ALMAS: Absolutely.

22 MR. MICHAEL WATSON: After Mr. Nolan's
23 input with your lawyers then considering those and
24 making some other changes, right?

25 MS. SARA ALMAS: I believe in looking

1 at what Dennis Nolan had -- had changed, since he
2 removed the requirement or it was removed, I'm not
3 sure who it was that -- that actually removed it,
4 there was a requirement to come back to Council.

5 MR. MICHAEL WATSON: Right.

6 MS. SARA ALMAS: So --

7 MR. MICHAEL WATSON: And you'll --

8 MS. SARA ALMAS: -- once that
9 requirement to come back to Council was removed, then
10 you -- then it had to be inserted in any other
11 documents, since it wasn't going back to Council,
12 needed to be executed.

13 MR. MICHAEL WATSON: Right.

14 MS. SARA ALMAS: So because that was
15 removed by somebody other than Leo --

16 MR. MICHAEL WATSON: Right. But it --
17 it was -- you know, this was something coming from
18 PowerStream and sent to the Town's to the town's
19 lawyers for consideration, right?

20 MS. SARA ALMAS: Sorry, I'm not sure
21 if Mr. Nolan's had went to the Town's lawyers.

22 MR. MICHAEL WATSON: Well, you
23 remember, 494 talked about Mr. -- Mr. Nolan sending
24 this along, right?

25 MS. SARA ALMAS: Right.

1 MR. MICHAEL WATSON: And then it --
2 and then the part about executing all these other
3 documents that Mr. Nolan had suggested ends up in the
4 final bylaw that's passed, right?

5 MS. SARA ALMAS: That's right.

6 MR. MICHAEL WATSON: Because it was
7 required.

8 MS. SARA ALMAS: Because that one (1)
9 section was removed.

10 MR. MICHAEL WATSON: Right. And the
11 Town's lawyers agreed with that, pass it along to --
12 to Town Council.

13 MS. SARA ALMAS: Sorry, it's my
14 recollection, and -- and I could be incorrect, it is
15 my recollection that the -- the final version of that
16 lawyer (sic) had ended up going to -- to Ed. It was
17 sent through various emails. It went to -- to Mr.
18 Nolan, went back to Ed, and Ed circulated it to Kim
19 Wingrove, Megan Schollenberger, who was our
20 Coordinator of Clerk Services, who packaged up our
21 agenda packages, and myself. I don't believe it was
22 recirculated to Leo.

23 MR. MICHAEL WATSON: Let's --

24 MS. SARA ALMAS: Right.

25 MR. MICHAEL WATSON: Let's -- let's go

1 to document -- Document ARB234.

2

3

(BRIEF PAUSE)

4

5

MR. MICHAEL WATSON: There are lots of
6 emails here and we see it's several pages. I want to
7 go to page 22, please.

8

9

(BRIEF PAUSE)

10

11

MR. MICHAEL WATSON: So this is an --
12 this is an email here then from -- and this is again
13 the same day, Thursday the 19th, right, so this was
14 the deadline for you to get the agenda out for the
15 following Monday.

16

MS. SARA ALMAS: It was past the
17 deadline.

18

MR. MICHAEL WATSON: I see, all right.
19 What -- what the deadline then? You said Thursday.
20 What -- was there a time of day?

21

MS. SARA ALMAS: The agenda packages
22 get circulated at the end of the day, generally around
23 5 o'clock or so, so we had to package this document
24 together and it was sent as an addendum with a report
25 on Friday morning at 11:30.

1 MR. MICHAEL WATSON: Right. And you
2 have a memory of that, I take it?

3 MS. SARA ALMAS: I certainly do.

4 MR. MICHAEL WATSON: All right. And
5 so this is Mr. Houghton sending this to -- to you and
6 -- and various people, saying:

7 "Please find attached the final
8 bylaw with respect to the Strategic
9 Partnership. As you'll note,
10 there's no bylaw number, you know,"
11 etc., "sorry for the late changes."

12 So, and if we can go to the attachment,
13 please, which I believe is the next page. Yes, all
14 right. Keep going. Scroll down. All right. And we
15 see in paragraph three (3):

16 "That the mayor or the clerk be
17 authorized for and on behalf of the
18 Town to execute the Share Purchase
19 Agreement and the Unanimous
20 Shareholders Agreement, with such
21 change as they may consider
22 reasonable, and to execute all
23 documentation necessary to effect
24 the sale of the shares to
25 PowerStream."

1 Right. So -- and that of course was
2 the part that Mr. Nolan had suggested that was
3 required in order to have all of these other documents
4 that we've looked at signed by you and the mayor.

5 MS. SARA ALMAS: Are you referencing
6 number 3?

7 MR. MICHAEL WATSON: Yes.

8 MS. SARA ALMAS: Correct.

9 MR. MICHAEL WATSON: Okay, thank you.

10 MS. SARA ALMAS: But as you can see in
11 the email before, it wasn't circulated back to our
12 solicitors.

13 MR. MICHAEL WATSON: That was a
14 decision for the Town to make. Yes?

15 MS. SARA ALMAS: Right, right, but you
16 had noted that it went back to our lawyer --

17 MR. MICHAEL WATSON: Well --

18 MS. SARA ALMAS: -- and it didn't go
19 back --

20 MR. MICHAEL WATSON: Well --

21 MS. SARA ALMAS: -- to the lawyers.

22 MR. MICHAEL WATSON: Of course we
23 don't have all of the emails. We've got, you know,
24 what was produced in the Foundation Document in this
25 particular one (1), but, you know, there are four

1 hundred and forty thousand (440,000) documents, right?

2 MS. SARA ALMAS: Absolutely.

3 MR. MICHAEL WATSON: So we don't know
4 whether there were others. So let's then finally on
5 this point go to the Share Purchase Agreement, which
6 is ALE2782.

7

8 (BRIEF PAUSE)

9

10 MR. MICHAEL WATSON: And I think you
11 recognize this as being the Share Purchase Agreement
12 by which all those years ago the Town sold 50 percent
13 of its shares in Collus to PowerStream, right?

14 MS. SARA ALMAS: That is correct.

15 MR. MICHAEL WATSON: Right. And it
16 was a very lengthy document with all sorts of
17 appendices, including, for example, that escrow
18 agreement we looked at and others.

19 MS. SARA ALMAS: Absolutely, yes.

20 MR. MICHAEL WATSON: And this is the
21 Share Purchase Agreement that you signed.

22 MS. SARA ALMAS: Yes.

23 MR. MICHAEL WATSON: Okay. So can we
24 please go to page 26?

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: Well, how about
4 we go for 28? I'm looking for Article 5 and in
5 particular 5.1. Oh, okay, just back up. All right.
6 I was close.

7 So I take it that you have seen
8 agreements of purchase and sale for various things
9 over your years.

10 MS. SARA ALMAS: Especially as a
11 result of the last sale.

12 MR. MICHAEL WATSON: And -- and you're
13 familiar with the concept of representations and
14 warranties given by the parties to each other?

15 MS. SARA ALMAS: Correct.

16 MR. MICHAEL WATSON: So that they have
17 assurance that various steps have been taken properly,
18 right?

19 MS. SARA ALMAS: Correct.

20 MR. MICHAEL WATSON: Okay. And here
21 we have representations and warranties of the vendor;
22 and of course the vendor was the Town, right?

23 MS. SARA ALMAS: Right.

24 MR. MICHAEL WATSON: And the purchaser
25 was PowerStream?

1 MS. SARA ALMAS: Correct.

2 MR. MICHAEL WATSON: And so it says:

3 "The vendor hereby represents and
4 warrants to the purchaser --"

5 (i) Town representing a warranties to
6 PowerStream, as to itself as follows:

7 "-- and acknowledges that, except as
8 otherwise expressly provided --"

9 They are lawyers again.

10 "-- the purchaser is relying on
11 these representations and warranties
12 in connection with this agreement
13 and the transaction."

14 You see that?

15 MS. SARA ALMAS: Yes.

16 MR. MICHAEL WATSON: And if we look at
17 -- at paragraph 2 -- can we just scroll down just a
18 touch? Yes, okay. So sub -- sub 2 here.

19 So this is representation:

20 "Vendor is a municipal corporation -
21 -"

22 Well, there wasn't any doubt about
23 that.

24 "-- and has all the requisite
25 statutory power authority."

1 Et cetera. Four (4) lines down in that
2 paragraph, toward the end we see these words:

3 "The vendor has duly taken or has
4 caused to be taken all action
5 required to be taken by the vendor
6 to authorize the execution and
7 delivery of this agreement by the
8 vendor and the performance of its
9 obligations hereunder."

10 Being under the agreement. Do you see
11 that?

12 MS. SARA ALMAS: Yes, I do.

13 MR. MICHAEL WATSON: And this was an
14 important representation of course for PowerStream to
15 get from the Town, right?

16 MS. SARA ALMAS: Correct.

17 MR. MICHAEL WATSON: Because
18 PowerStream was paying in cash \$8 million for these
19 shares plus other consideration, right?

20 MS. SARA ALMAS: Correct.

21 MR. MICHAEL WATSON: And it had a
22 responsibility to ensure that everything was being --
23 being done right at the Town end, so that there would
24 be no problem with the Transaction later on.

25 MS. SARA ALMAS: Correct.

1 MR. MICHAEL WATSON: Right. And so
2 can you now understand why Mr. Nolan was very
3 concerned about the bylaw and wanted to make sure that
4 indeed that Part (d) was in there so that all
5 documents that had to be signed, including ones
6 attached to this one (1), would -- would be properly
7 authorized by the Town? Do you understand that now?

8 MS. SARA ALMAS: I -- I can see it.
9 Again though, the original bylaw that was prepared by
10 our solicitor indicated that once the original
11 agreements were signed, that it would be reported back
12 to Council should any further authorizations be
13 required.

14 MR. MICHAEL WATSON: Right, but you
15 said yesterday about that, but that's not usually how
16 it was done, and, you -- you know, unless there were,
17 using your words, significant changes, that that
18 wouldn't be -- that shouldn't be necessary, and you
19 didn't do that, right?

20 MS. SARA ALMAS: Correct. And
21 generally we would have a statement similar to Mr.
22 Nolan's, so I -- I wasn't concerned with that.

23 MR. MICHAEL WATSON: Fine, but not
24 only were you not concerned about it, you can now
25 understand why he was concerned to protect his

1 corporation, right?

2 MS. SARA ALMAS: Yes.

3 MR. MICHAEL WATSON: Yes, absolutely,
4 okay. Because I was wondering when you said, you
5 know, you didn't think it was, you know, PowerStream's
6 interest. We can see PowerStream's interest, right?

7 MS. SARA ALMAS: Absolutely, but --

8 MR. MICHAEL WATSON: Thank you.

9 MS. SARA ALMAS: -- normally bylaws do
10 not get referred to any outside party for -- for --
11 for review on items such as that.

12 MR. MICHAEL WATSON: Right, but
13 PowerStream wasn't an outside party. PowerStream and
14 the Town were entering into a transaction, right?

15 MS. SARA ALMAS: But they're --
16 they're the -- the third -- well, a partner, correct.

17 MR. MICHAEL WATSON: Yeah, I know,
18 exactly. And of course they're going to be exchanging
19 the documentation; do you have any problems with that?
20 do you have any problems with that? any suggestions?;
21 so that the parties can come to a mutual agreement on
22 all of the terms in their mutual best interest, right?

23 MS. SARA ALMAS: Certainly.

24 MR. MICHAEL WATSON: That's how it
25 works.

1 MS. SARA ALMAS: Certainly, and
2 Dennis's insert did make sense.

3 MR. MICHAEL WATSON: Thank you. Now,
4 let's finally then go to the June 2nd Bonwick meeting.
5 I guess I was -- I was thinking about this, and I
6 don't want to go through the details, we did that
7 yesterday, but I want to situate that meeting and what
8 was going on at -- at the time and the sequence of
9 events.

10 We saw yesterday that you -- you had
11 very brief notes of a conversation or a phone call or
12 something with someone on May 18th.

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: And you remember
15 that it said "Collus" and it said "valuation"?

16 MS. SARA ALMAS: Yes.

17 MR. MICHAEL WATSON: And -- and not
18 surprisingly you can't remember what it was, a phone
19 call, meeting, with whom or anything, right?

20 MS. SARA ALMAS: Right.

21 MR. MICHAEL WATSON: Okay. And I take
22 it that as of June 2nd, which was the date of the
23 meeting that Mr. Bonwick asked to have with you, that
24 you had not heard anything about a possible
25 transaction involving Collus, or had you?

1 MS. SARA ALMAS: Not -- not that I was
2 cognizant of and thinking of at that point, and not
3 that I recall.

4 MR. MICHAEL WATSON: Right. So you
5 might have but nothing you can recall right now?

6 MS. SARA ALMAS: Correct.

7 MR. MICHAEL WATSON: Is that right?
8 All right. Can we go, please, to KPM1030?

9

10 (BRIEF PAUSE)

11

12 MR. MICHAEL WATSON: And we see then
13 that this is an email from Jonathan Erling, E-R-L-I-N-
14 G, KPMG, to Mr. Houghton. Do you see that?

15 MS. SARA ALMAS: Yes, I do.

16 MR. MICHAEL WATSON: And then with a
17 copy to Mr. Fryer at Collus, right --

18 MS. SARA ALMAS: Yes.

19 MR. MICHAEL WATSON: -- CFO, and to
20 Mr. Rockx; some people pronounce it "Rock", some
21 people pronounce it "Rockx".

22 Do you recognize him at KPMG?

23 MS. SARA ALMAS: Yes.

24 MR. MICHAEL WATSON: And Mr. Herholt --
25 Herhalt, also at KPMG.

1 MS. SARA ALMAS: Correct.

2 MR. MICHAEL WATSON: And it says:

3 "Dear Ed. Please find attached our
4 draft valuation report and office
5 analysis presentation. We look
6 forward to your comments and
7 suggestions."

8 Sorry, could we have this -- and I --
9 I'm going to have to go back -- have this, if we may,
10 Your Honour, marked as the next exhibit?

11 THE HONOURABLE FRANK MARROCCO: Yes.

12

13 --- EXHIBIT NO. 18: KPM0001030

14

15 CONTINUED BY MR. MICHAEL WATSON:

16 MR. MICHAEL WATSON: Thank you. I'm
17 going to have to go back on a couple of the others.
18 All right. So draft valuation report and options
19 analysis.

20 Now, you came on the Collus PowerStream
21 Board at sometime after the closing of the
22 Transaction?

23 MS. SARA ALMAS: Yes.

24 MR. MICHAEL WATSON: Did you take a
25 look at some of the documentation that had preceded

1 the Transaction when you -- in order to familiarize
2 yourself with what happened?

3 MS. SARA ALMAS: I looked at a number
4 of documents, yes.

5 MR. MICHAEL WATSON: All right. And
6 is it -- and is it likely that, and this -- looking at
7 this, this is the lead-up, and we see that this email
8 is -- is dated May 24th. You see that?

9 MS. SARA ALMAS: yes.

10 MR. MICHAEL WATSON: Is it likely that
11 you looked at that and saw that?

12 MS. SARA ALMAS: This email?

13 MR. MICHAEL WATSON: Yes. And -- and
14 -- and -- and I'm going to take you to the attachment
15 as well. And so if we could go -- sorry, before you
16 answer that question, let's go to -- to document
17 KPM1032.

18

19 (BRIEF PAUSE)

20

21 MR. MICHAEL WATSON: So this is the
22 attachment that KPMG -- and I'm just wondering whether
23 we might be able to make it smaller on screen so we
24 can get each slide actually fully up on the screen?

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: All right, that's
4 pretty good. All right. And so you see the date May
5 24th, "Review of Options"?

6 MS. SARA ALMAS: Yes.

7 MR. MICHAEL WATSON: Right. So this
8 is the document that KPMG had prepared and was
9 delivering to Collus, right?

10 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

11 MR. MICHAEL WATSON: Okay. So I don't
12 want to go through all of it, but you recall that in
13 June there was a presentation by Collus in camera, on
14 June 27th, to Town Council, right?

15 MS. SARA ALMAS: That's correct.

16 MR. MICHAEL WATSON: You remember that
17 that was that two (2) hour and forty (40) minute in
18 camera session that I'm asking about draft minutes
19 for?

20 MS. SARA ALMAS: Right.

21 MR. MICHAEL WATSON: Okay.

22 MS. SARA ALMAS: That had two (2)
23 other items on the --

24 MR. MICHAEL WATSON: Yeah. I
25 understand.

1 THE HONOURABLE FRANK MARROCCO: Could
2 you just make sure that the Witness finishes her
3 answer before you ask another question?

4 MR. MICHAEL WATSON: I will, Your
5 Honour.

6 THE HONOURABLE FRANK MARROCCO: Thank
7 you.

8

9 CONTINUED BY MR. MICHAEL WATSON:

10 MR. MICHAEL WATSON: All right. So
11 let's just go through this very quickly and just look
12 at the titles. So if we can flip through it, it's
13 about twenty (20) pages. Just go down and it's the
14 next page. All right, stopping there. So we see the
15 context for the review and it talks about here:

16 "During initial electricity
17 restructuring process in Ontario,
18 Town of Collingwood undertook review
19 of ownership options with respect to
20 local electricity distribution.
21 This review led to the Town's
22 decision in 2000 to retain ownership
23 of its distribution utility."

24 Have you become familiar with the fact
25 that the Town had looked at options as early as eleven

1 (11) years before this?

2 MS. SARA ALMAS: That's when the
3 province was looking at the various forms of -- of
4 consolidation.

5 MR. MICHAEL WATSON: And the
6 consolidation of the three hundred (300) or so local
7 distribution companies all around Ontario, right --

8 MS. SARA ALMAS: Correct.

9 MR. MICHAEL WATSON: -- into what
10 ended up at around this time being eighty-two (82)?
11 Do you remember that?

12 MS. SARA ALMAS: So again, I wasn't
13 with the Town of Collingwood in 2000. I would
14 undertake that they would be undertaking -- reviewing
15 their options in 2000.

16 MR. MICHAEL WATSON: Fine. Then let's
17 go to the next slide. This is KPMG again. So the
18 report structure. And it talks about various things.
19 It talks about the current structure of the
20 electricity distribution sector, policies for
21 promotion of Smart Grid and so on. And -- and then at
22 the bottom of this page we see:

23 "In the second part of this report,
24 we review ownership options and the
25 issues that will influence the

1 specific market value of a
2 particular utility."

3 Right. So if we can go and flip
4 through -- and don't want to go through a lot of this,
5 but I keep going -- so there's industry, environment
6 and so on. Keep going and it's toward the bottom.
7 Don't care about that, don't care about that, don't
8 care about that.

9 Okay, restructuring options. So the
10 Town of Collingwood has a number of options with
11 respect to its electricity LDC. Two major options are
12 status quo, continuing ownership and operation. Sale,
13 the Town can entertain offers for purchase from
14 interested parties. A number of variants are open.
15 This could include the Town could sell its ownership
16 interest in its entirety.

17 You recall that there was discussion
18 about that at Council, right?

19 MS. SARA ALMAS: Correct.

20 MR. MICHAEL WATSON: And the Town
21 could seek to sell only a partial interest in the
22 Utility, retaining either a minority or a majority
23 share. Right? You see that?

24 MS. SARA ALMAS: Yes.

25 MR. MICHAEL WATSON: Okay. And let's

1 -- let's go on.

2

3 (BRIEF PAUSE)

4

5 MR. MICHAEL WATSON: And da da da da,

6 page 17, which is toward the end. Yes, all right.

7 And so we see partial sale options, and of course

8 partial sale -- not exactly in this form, but the Town

9 ended up deciding to sell 50 percent only of its

10 shares, right?

11 MS. SARA ALMAS: Correct.

12 MR. MICHAEL WATSON: Okay. And it

13 says:

14 "As noted earlier, the Town could
15 seek to sell only a partial interest
16 in this LDC, thus retaining either a
17 minority or a majority equity
18 stake."

19 And it talks about advantages and
20 disadvantages, etc. And then it says:

21 "We have some general comments with
22 respect to a partial sale or
23 divestiture transaction."

24 Then it talks about governance. You
25 see that?

1 MS. SARA ALMAS: Yes.

2 MR. MICHAEL WATSON: Now, just before
3 I -- I go on, does this now remind you that this is
4 one (1) of the documents that you think you probably
5 saw afterwards when you came on the Collus PowerStream
6 Board?

7 MS. SARA ALMAS: Yes. I believe this
8 is similar to the information that was shared in June.

9 MR. MICHAEL WATSON: Right. We're
10 going to get to that.

11 MS. SARA ALMAS: Okay.

12 MR. MICHAEL WATSON: Okay, all right.
13 And so it says, "Buyer interest" at -- at the bottom.

14 "Only certain buyers may entertain a
15 partial sale transaction, thus
16 reducing the potential pool of
17 purchasers."

18 You see that?

19 MS. SARA ALMAS: Yes.

20 MR. MICHAEL WATSON: So that's what
21 KPMG was saying, that this was a concern or a matter
22 that would have to be considered, right?

23 MS. SARA ALMAS: Correct.

24 MR. MICHAEL WATSON: Okay. And -- and
25 what that would mean is that Collus/the Town would

1 have to canvass the market to see whether there was
2 any interest for something like that, right?

3 MS. SARA ALMAS: Correct.

4 MR. MICHAEL WATSON: Right, because if
5 there was no interest among the potential purchasers
6 out there, there would be no point in wasting Collus
7 and Town time in pursuing something like this, right?

8 MS. SARA ALMAS: There's different
9 options to pursue the market, but yes.

10 MR. MICHAEL WATSON: All right. So
11 let's then go to document -- thank you, that's all for
12 that one (1) -- 'T', sorry, no -- no, Michael.
13 Exhibit, please. Thank you.

14

15 --- EXHIBIT NO. 19: KMP0001032

16

17 MR. MICHAEL WATSON: I need someone up
18 here to kick me, one (1) of my --

19 THE HONOURABLE FRANK MARROCCO: Yes.

20 MR. MICHAEL WATSON: -- colleagues.

21

22 CONTINUED BY MR. MICHAEL WATSON:

23 MR. MICHAEL WATSON: TOC49944.

24

25 (BRIEF PAUSE)

1 MR. MICHAEL WATSON: All right. And
2 sorry, just before we do this, we saw that the date of
3 that last one (1) was May 24th. That is the delivery
4 of the report, right, to Collus?

5 MS. SARA ALMAS: To Collus, yes. It
6 wasn't to the --

7 MR. MICHAEL WATSON: Indeed --

8 MS. SARA ALMAS: -- Town. To Collus --

9 MR. MICHAEL WATSON: To Collus. And
10 that of course was nine (9) days before your meeting
11 with Mr. Bonwick.

12 MS. SARA ALMAS: Correct.

13 MR. MICHAEL WATSON: Right. Thirty
14 (30) days hath September and all that. I can work
15 that out myself, okay. So now -- so this is an email
16 June 13th from Ed Houghton to Dean Muncaster. See
17 that?

18 MS. SARA ALMAS: Yes.

19 MR. MICHAEL WATSON: And Mr. Muncaster
20 was a member of the Collus Board.

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: Indeed he was
23 Chair. Yes?

24 MS. SARA ALMAS: Yes.

25 MR. MICHAEL WATSON: And you're

1 familiar with the concept of -- of outside or
2 independent directors?

3 MS. SARA ALMAS: yes.

4 MR. MICHAEL WATSON: And when we use
5 that terminology of independent director, it means
6 independent of management of the corporation, right?

7 MS. SARA ALMAS: Correct.

8 MR. MICHAEL WATSON: So Mr. Houghton
9 was on the Board.

10 MS. SARA ALMAS: Right.

11 MR. MICHAEL WATSON: But of course he
12 was the CEO, right? Of Collus.

13 MS. SARA ALMAS: Sorry, I don't
14 recollect that Ed was a voting member of the Board.

15 MR. MICHAEL WATSON: There were
16 various other voting -- there were various other
17 members of the Board, some of whom were independent or
18 outside and some of whom were not, correct?

19 MS. SARA ALMAS: Correct.

20 MR. MICHAEL WATSON: Okay. And -- and
21 Mr. Muncaster was a pretty well-known business and
22 successful business person, right?

23 MS. SARA ALMAS: I'm not -- I really
24 don't know Mr. Muncaster's history.

25 MR. MICHAEL WATSON: Right. Did --

1 did you -- were you aware of the fact that he ran the
2 entire Canadian Tire Corporation for many years?

3 MS. SARA ALMAS: Yes, I actually do
4 recollect that.

5 MR. MICHAEL WATSON: Very, very
6 successfully, kind of taking over from the Billes
7 family.

8 MS. SARA ALMAS: Okay.

9 MR. MICHAEL WATSON: Are -- were you
10 familiar with that?

11 MS. SARA ALMAS: I don't know the
12 Billes family. I know Canadian Tire Corporation.

13 MR. MICHAEL WATSON: All right. And
14 so -- and so Mr. Houghton is saying to the Chair,
15 independent outside director of Collus:

16 "I've confirmed that we will be
17 presenting the various options and
18 considerations for a strategic
19 partner to Council on June 20th. I
20 was hoping to be able to present
21 this to the remainder of our Board
22 along with other key staff prior to
23 the 20th. Do you have any concerns
24 with this?"

25 So that's what he was saying internally

1 at -- at Collus, right?

2 MS. SARA ALMAS: That's the document --

3 MR. MICHAEL WATSON: Okay, thank you.

4 MS. SARA ALMAS: Sorry, I'm having --
5 I'm kind of struggling with saying yes and no to items
6 that I would -- I don't know. In looking at this,
7 it's correct that I -- I don't know how to respond to
8 some of those, sorry.

9 MR. MICHAEL WATSON: I understand.
10 You did afterwards, as when you came on Collus
11 PowerStream Board, familiarize yourself somewhat with
12 what had gone on before leading up to the share sale
13 transaction, right?

14 MS. SARA ALMAS: Right, and I -- yes.

15 MR. MICHAEL WATSON: And so it's
16 entirely possible, although you don't have a distinct
17 memory of that, that you saw this email chain leading
18 up to that June meeting.

19 MS. SARA ALMAS: And I -- I collected
20 a number of documents for the Inquiry and I seen a lot
21 of documents, so it could have been as a result of
22 that as well.

23 MR. MICHAEL WATSON: I understand.

24 Next document, TOC50024.

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: So this now is --
4 this now is the next day, June 14th, and you see that
5 this is Mr. Ed Houghton to Mr. David McFadden, an
6 email, June 14th, right?

7 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

8 MR. MICHAEL WATSON: So let's look
9 down to the email that led to this. So this is
10 McFadden to Ed Houghton on the same day.

11 "Ed, Presentation is very good, I
12 have only a couple of suggestions.
13 When referring to a strategic
14 partnership option, it may well be
15 that all a partner might do is buy
16 an interest in Collus Power,"
17 etcetera.

18 And then he says in the third
19 paragraph:

20 "I am concerned about the timing of
21 the RFP. It might be prudent to do
22 it after the provincial election
23 since we will want to have some idea
24 about the future direction of
25 government policy."

1 You see that?

2 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

3 MR. MICHAEL WATSON: All right. And
4 Mr. McFadden of course was another outside director.

5 MS. SARA ALMAS: Yes.

6 MR. MICHAEL WATSON: And you knew of
7 his reputation, particularly in the electricity
8 business, in -- electricity industry and a consultant
9 all around Ontario?

10 MS. SARA ALMAS: Yes, I was aware of
11 Mr. McFadden.

12 MR. MICHAEL WATSON: Right. And then
13 he says:

14 "Ed, I notice you have expanded that
15 you have added the CAO to the group.
16 This is likely a wise decision in
17 the circumstances."

18 You see that?

19 MS. SARA ALMAS: I do see that.

20 MR. MICHAEL WATSON: All right. And
21 of course the CAO is, was Kim Wingrove.

22 MS. SARA ALMAS: Yes, she was.

23 MR. MICHAEL WATSON: And so what he's
24 saying is Mr. Houghton is taking it upon himself, not
25 just keep this internally to Collus but to expand it

1 to the CAO of the Town, right?

2 MS. SARA ALMAS: Correct.

3 MR. MICHAEL WATSON: Thank you. Mark
4 that as the next exhibit, Your Honour.

5 THE HONOURABLE FRANK MARROCCO: Yeah.

6

7 --- EXHIBIT NO. 20 TOC50024

8

9 CONTINUED BY MR. MICHAEL WATSON:

10 MR. MICHAEL WATSON: Then can we go
11 back to FD-1, please, at paragraph 209?

12

13 (BRIEF PAUSE)

14

15 MR. MICHAEL WATSON: And we see June
16 27, and you remember the June 27 meeting. Sorry, we
17 just -- I need a yes or --

18 MS. SARA ALMAS: I do.

19 MR. MICHAEL WATSON: -- no for the --
20 all right, thank you. And you remember the email
21 chain we looked at before, there was a suggestion of
22 meeting on the 20th?

23 MS. SARA ALMAS: Yes.

24 MR. MICHAEL WATSON: Where the
25 presentation might be made. It ended up being one (1)

1 week later, right?

2 MS. SARA ALMAS: Correct.

3 MR. MICHAEL WATSON: Okay. So it
4 says:

5 "On June 27th, Ed Houghton made an
6 in camera presentation to
7 Collingwood Town Council about a
8 study Collus was doing to
9 investigate strategic opportunities.
10 A detailed report was provided to
11 Council once the study was complete.
12 The minutes of the meeting recorded
13 there were questions for members of
14 Council," et cetera.

15 Right?

16 MS. SARA ALMAS: Right.

17 MR. MICHAEL WATSON: And you were
18 there and you remember that?

19 MS. SARA ALMAS: Right.

20 MR. MICHAEL WATSON: We talked a
21 little bit about it yesterday.

22 MS. SARA ALMAS: yes.

23 MR. MICHAEL WATSON: I was a little
24 bit frustrated that we didn't have the full minutes of
25 that. We're going to come to that. But I recall

1 having seen the presentation. So let's look at that.

2 If we can please go to CPS4397.

3

4 (BRIEF PAUSE)

5

6 MR. MICHAEL WATSON: All right. And
7 again if we can just reduce it a little bit so we get
8 most of the -- all right, there we go.

9 So this now is -- is the presentation
10 that was made to Council at the in camera session on
11 June 27, we see the date there, by Collus, and we see
12 the Collus logo in the upper left, right?

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: And I want to
15 just flip through this. Let's go to the next page.

16 Okay. "Background, reason for the review." And:

17 "Strategic direction for Collus
18 begins and ends with our
19 shareholders. This review was
20 initiated as Collus' ongoing
21 approach to ensure that the
22 municipality is receiving the most
23 value for its dollar."

24 And this -- and of course you were
25 present when this was being presented.

1 MS. SARA ALMAS: I was present.

2 MR. MICHAEL WATSON: And that -- the
3 reason for the review absolutely made sense to you as
4 you saw that, right, best value for the municipality?

5 MS. SARA ALMAS: I -- I wasn't there
6 in -- in the review mode. I was there as the clerk of
7 the Corporation, recording the -- the discussion.

8 MR. MICHAEL WATSON: I understand
9 that. That wasn't actually my question though. My
10 question was, that made sense to you when you saw it,
11 not that that was your role to review it.

12 MS. SARA ALMAS: I -- I -- I don't
13 recollect that I had an opinion.

14 MR. MICHAEL WATSON: I see, all right.
15 And then we see:

16 "The context for this review --
17 during the initial electricity
18 restructuring process."

19 And so on. And you see that. That
20 came right out of, as we see in the KPMG report.

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: Okay. Next page.

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Report structure.

2 And we see a bunch of that. And we see that some of
3 this again was out of the KPMG report, right?

4 MS. SARA ALMAS: It appears, yes.

5 MR. MICHAEL WATSON: Next page,
6 industry environment, and we see, you know:

7 "Province remains concerned about
8 the continued operation of about
9 eight (80) municipally owned LDCs
10 and it believes that this results in
11 additional costs through economies
12 of scale. Many observers expect the
13 province to take steps to encourage
14 additional LDC consolidation."

15 You see that?

16 MS. SARA ALMAS: Yes.

17 MR. MICHAEL WATSON: Next par -- page.
18 Then "Transfer tax," I don't understand this. I'm not
19 going to ask you anything about that. Next.

20 MS. SARA ALMAS: Good thing.

21 MR. MICHAEL WATSON: And "Financial
22 pressures," don't understand that either. Let's go
23 on. "Regulatory environment," go on. Keep going.
24 "Implications," keep going. "Restructuring options,"
25 okay, let's look at this. Now we saw that the KPMG

1 report talked about status quo as being one (1)
2 option, right?

3 MS. SARA ALMAS: Yes.

4 MR. MICHAEL WATSON: And the second
5 one (1) was changing that by selling all or part of
6 Collus, right?

7 MS. SARA ALMAS: Correct.

8 MR. MICHAEL WATSON: Okay. And here
9 what we see is, under the -- under the options, are
10 status quo, Town continue ownership and operation.
11 That's exactly what KPMG had said, right?

12 MS. SARA ALMAS: Correct.

13 MR. MICHAEL WATSON: As one (1) of the
14 options.

15 MS. SARA ALMAS: Right.

16 MR. MICHAEL WATSON: Right. Then,
17 "Sale":

18 "Town can entertain offers for
19 purchase from interested parties. A
20 number of variants are open. These
21 include the Town could sell its
22 ownership interest in its entirety,
23 could sell only a partial interest."

24 And that was using somewhat different
25 words, what KPMG had said as well.

1 MS. SARA ALMAS: Yes. There's -- I'm
2 aware that there was a few iterations of the
3 presentations.

4 MR. MICHAEL WATSON: Right. And so we
5 now get to what seems to be the first mention of the
6 third one (1), which was ultimately chosen by the
7 Town, right, and that is the strategic partnership,
8 right?

9 MS. SARA ALMAS: Correct.

10 MR. MICHAEL WATSON: All right. So
11 this was something that KPMG had not identified to
12 Collus in its report, as we've seen, right?

13 MS. SARA ALMAS: That's right.

14 MR. MICHAEL WATSON: But obviously
15 it's something that came up in within Collus, the
16 Board, Mr. Houghton, Mr. Muncaster, and all of them,
17 right?

18 MS. SARA ALMAS: That's correct.

19 MR. MICHAEL WATSON: Including Mr.
20 McFadden, Mr. Electricity in Ontario.

21 MS. SARA ALMAS: Right.

22 MR. MICHAEL WATSON: Right. Strategic
23 partnership,

24 "The Town can seek financial or
25 technical partners or both.

1 Consideration could also be given to
2 a lease arrangement such as
3 mentioned previously."

4 MS. SARA ALMAS: Right. I'm just
5 thinking about my last comment. I can't confirm if
6 Mr. McFadden was in the middle of those discussions,
7 so -- but saying that, yes, he made the decision to
8 change it to strategic partnership, I don't know if he
9 did or not. I wasn't -- I wasn't aware if he was at
10 those meetings.

11 MR. MICHAEL WATSON: But -- but I
12 didn't say that he made that decision, but this came
13 out of a discussion within Collus, right?

14 MS. SARA ALMAS: Right.

15 MR. MICHAEL WATSON: And you remember
16 the email that we looked at where Mr. Houghton had
17 sent the presentation to Mr. McFadden. He'd gone
18 through this, said very good, and he talked about all
19 of that, right?

20 MS. SARA ALMAS: Right. So I don't
21 know if there was any other conversations. I don't
22 want to say yes or no.

23 MR. MICHAEL WATSON: Fair enough. I -
24 - I understand that, okay. Now da da da da da...

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: Yes. Make this
4 the next exhibit, please, Your Honour.

5 THE HONOURABLE FRANK MARROCCO: Yes.

6 THE REGISTRAR: Exhibit 21.

7

8 --- EXHIBIT NO. 21: CPS0004397

9

10 CONTINUED BY MR. MICHAEL WATSON:

11 MR. MICHAEL WATSON: We have seen --
12 sorry, let's go back, if we may, to TOC516351.

13

14 (BRIEF PAUSE)

15

16 THE HONOURABLE FRANK MARROCCO: Can I
17 get that number again?

18 MR. MICHAEL WATSON: Yes, 516351.

19

20 CONTINUED BY MR. MICHAEL WATSON:

21 MR. MICHAEL WATSON: And remember we
22 looked at these -- the in camera minutes, June 27th of
23 2011, right? And again, we remind ourselves that the
24 in camera session started at 6:10 p.m., as it's
25 indicated at the top.

1 MS. SARA ALMAS: Yes.

2 MR. MICHAEL WATSON: And we can go
3 down to the bottom, but I think everybody remembers
4 that it ended at 8:49 p.m., right, so two (2) hours,
5 thirty-nine (39) minutes, and yes, you said that there
6 were some other things discussed, but then let's --

7 MS. SARA ALMAS: Less significant
8 items.

9 MR. MICHAEL WATSON: -- let's go up to
10 see --

11 THE HONOURABLE FRANK MARROCCO: I'm
12 sorry, what -- what was your answer?

13 MS. SARA ALMAS: Further to these,
14 because I had an opportunity after our review
15 yesterday to look at what those meetings were, and
16 there was a personnel litigation matter and there was
17 a review of real estate RF -- RFPs that was part of
18 this meeting, so those were the items that were
19 redacted.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you.

22

23 CONTINUED BY MR. MICHAEL WATSON:

24 MR. MICHAEL WATSON: Right, thank you.
25 And so what we see, if we can just go down to the

1 unredacted part, scroll down just a bit, again we see,
2 and we went through this yesterday, Mr. Ed Houghton
3 provided an update for Council's information. And
4 these are minutes that -- that you took?

5 MS. SARA ALMAS: Yes.

6 MR. MICHAEL WATSON: All right. And
7 so it says "Mr. Ed Houghton provided an update for
8 Council's information," right?

9 MS. SARA ALMAS: Correct.

10 MR. MICHAEL WATSON: So obviously
11 there had to have been some kind of prior discussion
12 with Council beforehand to which this was an update,
13 right?

14 MS. SARA ALMAS: They had presented
15 their business plan information earlier that month, so
16 this is a further update to them because normally they
17 didn't have, you know, that regular, consistent
18 interaction with Collus, I guess.

19 MR. MICHAEL WATSON: I understand, but
20 you will remember -- and you're talking about the May
21 30th meeting, right, of Council?

22 MS. SARA ALMAS: Yes, I believe so.

23 MR. MICHAEL WATSON: Right. And
24 that's the meeting at which in open session Mr.
25 Houghton and Mr. Fryer for part of it made a

1 presentation about the business plan.

2 MS. SARA ALMAS: Yes.

3 MR. MICHAEL WATSON: And of course
4 there was absolutely nothing in that about any
5 possible -- you know, about any study for
6 investigating strategic opportunities at all, right?

7 MS. SARA ALMAS: Correct.

8 MR. MICHAEL WATSON: Okay. And so --
9 and -- and -- but there was an in camera, a short in
10 camera session of about twenty-five (25) minutes that
11 -- at that meeting. Remember that?

12 MS. SARA ALMAS: Yes. And it had
13 nothing to do with Collus.

14 MR. MICHAEL WATSON: Okay. But in any
15 event, what we have here then is Mr. Houghton
16 providing an update for Council's information on a
17 study, not an update about a business plan cause' that
18 a -- that a -- and, you know, report -- an update on a
19 study that Collus Power's undertaking to investigate
20 strategic opportunities. The way it sounds to me is
21 that there had been some discussion at a prior Council
22 meeting about exactly that topic. Isn't that so?

23 MS. SARA ALMAS: I -- I guess, and --
24 and how you interpret that, yes, but I can confirm
25 that was not a conversation about that before, not

1 that I --

2 MR. MICHAEL WATSON: So this --

3 MS. SARA ALMAS: Not that I recollect.

4 MR. MICHAEL WATSON: So this is the
5 first time that it had come to Council?

6 MS. SARA ALMAS: I believe so.

7 MR. MICHAEL WATSON: Right. Now, we
8 had some discussion, and, Your Honour, I do need to
9 raise this, we had some discussion yesterday about
10 draft minutes.

11 MS. SARA ALMAS: Yes.

12 MR. MICHAEL WATSON: And I think for a
13 lot of us here, it was the first time we ever heard
14 about draft minutes.

15 MS. SARA ALMAS: Right.

16 MR. MICHAEL WATSON: We've had some
17 discussion overnight about that, and it appears -- it
18 seems likely that there are no draft minutes in the
19 four hundred forty thousand (440,000) documents that
20 have been produced, so I want to ask you just a couple
21 questions about that, please.

22 THE HONOURABLE FRANK MARROCCO: Well -
23 - well, wait -- wait a second. I -- I don't -- why
24 don't you ask your questions without the
25 editorializing that there are no draft minutes and

1 we'll -- we'll explore that, but I -- I really -- I
2 really don't know that your statement to that effect
3 of this Witness is really helpful. Why not just ask
4 the Witness what you want to ask her about.

5 MR. MICHAEL WATSON: I simply want to
6 indicate to Your Honour that we have had these
7 discussions in an effort to find this.

8

9 CONTINUED BY MR. MICHAEL WATSON:

10 MR. MICHAEL WATSON: However, you
11 talked about draft minutes and that draft minutes
12 would still be available. If you wanted to go to find
13 draft minutes of these meetings, where would you look?

14 MS. SARA ALMAS: I still have them. I
15 looked at them actually last night to see what further
16 commentary and there really isn't any significant
17 further commentary than what's there.

18 MR. MICHAEL WATSON: So there's
19 something --

20 THE HONOURABLE FRANK MARROCCO: Sorry,
21 Ms. Almas -- I'm sorry, Mr. Watson. I apologize for
22 interrupting.

23 MS. SARA ALMAS: Certainly --

24 THE HONOURABLE FRANK MARROCCO: You
25 looked at -- you have the draft --

1 MS. SARA ALMAS: Yes.

2 THE HONOURABLE FRANK MARROCCO: --
3 minutes?

4 MS. SARA ALMAS: Yes.

5 THE HONOURABLE FRANK MARROCCO: And
6 you looked at them?

7 MS. SARA ALMAS: Yes. Following our
8 conversation yesterday, just to see what type of
9 commentary there was. In a lot of items, if they're
10 pretty straightforward, I would actually have all the
11 information basically prepared as is in there and then
12 add anything that I needed. In this specific case
13 there really wasn't any significant, if any,
14 commentary that was different from this.

15 MR. FREDERICK CHENOWETH: I'm
16 wondering whether we're talking about the draft
17 minutes for the June 27th meeting or whether the
18 Witnesses is commenting on all of her draft minutes.

19 THE HONOURABLE FRANK MARROCCO: Well,
20 I -- I don't know. I think the Witness at this point
21 was just responding to Mr. Watson's question. Why
22 don't you just explore that with her, Mr. Chenoweth,
23 when you're cross-examining her?

24 MR. FREDERICK CHENOWETH: Very good,
25 thank you.

1 THE HONOURABLE FRANK MARROCCO: But
2 thank you for pointing that out.

3 MS. SARA ALMAS: I can confirm it was
4 just the specific ones that I looked at.

5 THE HONOURABLE FRANK MARROCCO: When -
6 - when -- I'm trying not to interfere too much with
7 Mr. Watson's cross-examination, so I may come back to
8 this after -- after they've all asked you questions.

9 MS. SARA ALMAS: Certainly.

10

11 CONTINUED BY MR. MICHAEL WATSON:

12 MR. MICHAEL WATSON: So just so we can
13 make it clear, you -- the draft minutes from all
14 Council and -- all Council meetings in 2011 are
15 readily available to you.

16 MS. SARA ALMAS: Yes, they are.

17 MR. MICHAEL WATSON: And so for all
18 the ones that we've talked about, May 30th and
19 November 17, and this one (1) on June 27, and December
20 5, they're all available?

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: Thank you. Now,
23 we -- we see that, and we saw yesterday, that this
24 meeting lasted two (2) hours forty (40) minutes,
25 right?

1 MS. SARA ALMAS: Yes.

2 MR. MICHAEL WATSON: Right. And we
3 see that -- that -- and do you have a recollection of
4 that now, of -- of this presentation we made and the
5 PowerPoint and so on?

6 MS. SARA ALMAS: I do recall it but it
7 -- it's kind of because I've had a lot of conversation
8 about this whole sale.

9 MR. MICHAEL WATSON: And so Mr.
10 Houghton went through that twenty (20) or so page
11 presentation, right?

12 MS. SARA ALMAS: Yes.

13 MR. MICHAEL WATSON: And there's a lot
14 of information in there, so that can perhaps account
15 for why the in camera session took a long time. I
16 know there were things too but is that right?

17 MS. SARA ALMAS: He went through each
18 slide of the presentation, yes.

19 MR. MICHAEL WATSON: All right. And
20 then we see that you recorded that -- that Mr. -- that
21 Mr. Houghton and Mr. Fryer addressed questions from
22 Council, including concerns with valuations,
23 partnerships, assets, and so on. Do you see that?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: So there were

1 various questions that were asked about all of those
2 topics.

3 MS. SARA ALMAS: Correct.

4 MR. MICHAEL WATSON: I'm going to
5 assume that, you know, since this was, you know, the
6 first time this had been discussed, it was a two and a
7 half (2 1/2) hour meeting, that you probably took
8 notes of what those questions were and what the
9 answers were.

10 MS. SARA ALMAS: I did not. So I
11 record all decisions and directions of Council, so
12 for the purposes of my minutes, I summarize what the
13 items are but I don't put individual questions in the
14 requisite response to it.

15 MR. MICHAEL WATSON: Even in the draft
16 minutes?

17 MS. SARA ALMAS: Even in the draft
18 minutes.

19 MR. MICHAEL WATSON: I see.

20 MS. SARA ALMAS: Or I should say on
21 occasion there might be something that I need to
22 clarify that's in a draft, that I keep the draft
23 minutes if that forms part of what the ultimate
24 direction or instruction is going to be.

25 MR. MICHAEL WATSON: This has already

1 -- I'm not sure if it's been marked as an exhibit. If
2 it hasn't, maybe have it marked as an exhibit. It may
3 already have --

4 THE HONOURABLE FRANK MARROCCO: What
5 is it, 516351?

6 MR. MICHAEL WATSON: Yes.

7 THE HONOURABLE FRANK MARROCCO: I
8 think we referred to this yesterday, did we not?

9 MR. MICHAEL WATSON: We did. I just
10 forget whether it was made an exhibit.

11 THE HONOURABLE FRANK MARROCCO: It's
12 well -- 15, Mr. Watson.

13 MR. MICHAEL WATSON: All right, thank
14 you. Thank you very much.

15

16 CONTINUED BY MR. MICHAEL WATSON:

17 MR. MICHAEL WATSON: Okay, getting
18 toward the end then, and that's it for that, and just
19 a couple more points from -- from FD-1, if we can go
20 back to that.

21 So now we're now at the end of --
22 we're at the -- we're at the end of June of twenty --
23 of 2011. And if in FD-1 -- we can go, please, to
24 paragraph 237.

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: Now -- sorry,
4 just before we deal with this date, are you aware that
5 there was a meeting at the Town office on June 29th,
6 just two (2) days after the in camera presentation to
7 Council involving Mr. Houghton, the mayor, Dean
8 Muncaster, Ms. Wingrove, and Brian Bentz of
9 PowerStream?

10 MS. SARA ALMAS: I'm aware -- I'm
11 aware now that there was. I can't remember if at the
12 time I was aware, but I -- I definitely know there was
13 a meeting because I gathered all the information and--

14 MR. MICHAEL WATSON: Right. Do you
15 think that Ms. Wingrove probably did tell you about
16 that or did not tell you about that, about that
17 meeting, it was going to happen?

18 MS. SARA ALMAS: I don't recollect.

19 MR. MICHAEL WATSON: One (1) way or
20 the other?

21 MS. SARA ALMAS: No.

22 MR. MICHAEL WATSON: I see, all right.
23 So now we get to July 27th, one (1) month later. Ed
24 Houghton sent the email to Dean Muncaster, Mayor
25 Cooper, David McFadden, Time Fryer, CAO Wingrove, Doug

1 Garbet (phonetic), and Pam Hogg stating:

2 "Chairperson Muncaster and I were
3 hoping to provide you with an update
4 meeting on our efforts seeking a
5 strategic partner. We're also
6 hoping to discuss the next steps
7 that we will be taking in the
8 process..."

9 Et cetera. Were you aware of the fact
10 that these people in -- at Collus, including the mayor
11 and CAO Wingrove, were working on a strate -- on a
12 strategic partner?

13 MS. SARA ALMAS: I don't believe that
14 I was aware that that was happening at that time.

15 MR. MICHAEL WATSON: All right. So
16 that was something that -- that was not within your
17 area of responsibility, I take it?

18 MS. SARA ALMAS: Right. That's right.

19 MR. MICHAEL WATSON: And we can see
20 that CAO Wingrove, however, was involved, right?

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: And, in fact,
23 that Ed Houghton himself had taken it upon himself
24 back in May to involve her. And Mr. McFadden
25 commented on that, right?

1 MS. SARA ALMAS: I -- I think that was
2 in June, but yes.

3 MR. MICHAEL WATSON: Okay. And then
4 finally, paragraph 240, we see here, then, Ed Houghton
5 and Dean Muncaster reported to the team -- this was
6 Strategic Partnership Task Team -- that they'd
7 attended initial meetings with potentially interested
8 bidders, and that they'd used a consistent
9 introduction at each meeting.

10 And we see that PowerStream was on July
11 7th, Hydro One and St. Thomas Energy on July 20, and
12 Veridian and Horizon Utilities on July 26th. You see
13 that?

14 MS. SARA ALMAS: I see, yeah.

15 MR. MICHAEL WATSON: And you recognize
16 four (4) of those as being -- as -- as being potential
17 bidders who were invited to make presentations to
18 Collus in this very room in the fall, in September,
19 right, before the RFP came out?

20 MS. SARA ALMAS: In this very room?
21 I'm not aware of that.

22 MR. MICHAEL WATSON: All right. But
23 those are four (4) bidders who actually did put in
24 bids, right?

25 MS. SARA ALMAS: I believe so.

1 MR. MICHAEL WATSON: All right. And
2 were you aware -- were you made aware at the time --
3 and that is July, this July time period, that the
4 Strategic Partnership Task Team had arranged for
5 meetings with these four (4) bidders?

6 MS. SARA ALMAS: I believe so.

7 MR. MICHAEL WATSON: Okay. And you
8 probably would have heard that probably from Ms.
9 Wingrove, CAO?

10 MS. SARA ALMAS: No. I believe it's
11 just because I've -- I've seen all the documents
12 since. And so again, this whole energy and LDC
13 partnership portfolio was not my portfolio.

14 MR. MICHAEL WATSON: I understand. So
15 you --

16 MS. SARA ALMAS: So I'm -- I'm going
17 on just information that I've read, and inf --
18 information that I know now. So I'm not -- I don't
19 think that I'm the correct person to answer a lot of
20 these questions, sorry.

21 MR. MICHAEL WATSON: I understand. I
22 was -- I was asking you about whether you thought that
23 at the time you were aware. I take it, then, that you
24 just can't say one (1) way or the other?

25 MS. SARA ALMAS: That is correct.

1 MR. MICHAEL WATSON: Okay. Fine. And
2 so, then, we have Council, it appears, being informed
3 of the details of the investigation about
4 opportunities for Collus on June 27th, right?

5 MS. SARA ALMAS: Correct.

6 MR. MICHAEL WATSON: And your meeting
7 with Mr. Bonwick was twenty-five (25) days earlier,
8 correct?

9 MS. SARA ALMAS: June 2nd.

10 MR. MICHAEL WATSON: Right. And so
11 when you met with him, Collus had yet to report to the
12 Board what they had been thinking about and doing up
13 until that time, right?

14 MS. SARA ALMAS: Correct.

15 MR. MICHAEL WATSON: And so looking
16 back on it in retrospect, would you agree that it's
17 not at all surprising that Mr. Bonwick would have been
18 very circumspect in what he said to you on June 2nd,
19 given that this hadn't even been said to -- to Collus?

20 THE HONOURABLE FRANK MARROCCO: And
21 just -- just -- Ms. Almas, don't answer.

22 MR. RYAN BREEDON: I -- I'm --

23 THE HONOURABLE FRANK MARROCCO: Mr.
24 Breedon...?

25 OBJ MR. RYAN BREEDON: I'm sorry, I have

1 to object. I -- I have to object to this.

2 I -- I don't know how this Witness
3 could possibly answer that question about what was in
4 Mr. Bonwick's mind at the time of this meeting, or how
5 it would be helpful.

6 MR. MICHAEL WATSON: Your Honour, in -
7 - in this Inquiry, and certainly yesterday, Ms. Almas
8 was asked, looking back on all of it now, what her
9 reaction is to it all in various meetings and so on,
10 that she was not involved in at all. There was no
11 problem with that.

12 It seems to me, in my respectful
13 submission, that it's perfectly prop -- I'm not asking
14 what was in Mr. Bonwick's mind, but I form -- I
15 formulated the question very, very carefully. It's
16 not at all surprising that he would be circumspect in
17 what he said to her. In my respectful submission,
18 it's a proper question.

19 THE HONOURABLE FRANK MARROCCO: I'll
20 allow the question. Ms. Almas, would you please
21 answer the question if you can?

22 MS. SARA ALMAS: Certainly. Again, at
23 -- at the time, whenever I had my conversation with
24 Mr. Bonwick, I was thinking generally -- because he
25 said that he was working with the CHEC group of

1 companies, which included Collus, for PR activities,
2 communications, community outreach.

3 So knowing that a strategic partnership
4 came -- came up, and, you know, at that point, I
5 hadn't necessarily heard of PowerStream's involvement
6 at that time. But knowing that if PowerStream was
7 involved in some sort of strategic partnership
8 opportunity, was that the service that Mr. Bonwick was
9 providing? I -- not necessarily would I have
10 necessarily put that together.

11

12 CONTINUED BY MR. MICHAEL WATSON:

13 MR. MICHAEL WATSON: Fair enough.
14 Just on this last answer, and this will be the last
15 one (1), Your Honour, I think that you may have added
16 something when you said that he said in that meeting
17 that he was working with the CHEC group. What you
18 said yesterday was that there was discussion about the
19 CHEC group and discussion about PowerStream and
20 Collus.

21 MS. SARA ALMAS: Because he was
22 working -- act -- actually, I -- I think it's pretty
23 consistent, that in my notes, he indicates that he was
24 working with local electric -- he was -- put in a
25 proposal to work with PowerStream --

1 MR. MICHAEL WATSON: Yes.

2 MS. SARA ALMAS: -- for work within
3 the CHEC group of companies that were in the region,
4 and which Collus was one (1) of them.

5 MR. MICHAEL WATSON: All right. Fine.
6 I understand that. Those are my questions. Thank you
7 very much, Ms. Almas, and I'm sorry this has taken
8 longer than I'd anticipate. Thank you, Your Honour.

9 THE HONOURABLE FRANK MARROCCO: Thank
10 you, Mr. Watson.

11

12 (BRIEF PAUSE)

13

14 MR. MICHAEL WATSON: Sorry. Thank
15 you. I'm told about six (6) exhibits. I apologize.
16 Other documents to be marked: CJI8820. Next, the ALE
17 closing book. Next --

18 THE HONOURABLE FRANK MARROCCO: No --
19 is there a number with that?

20 MR. MICHAEL WATSON: No. It's just
21 called ALE closing book. We brought it up --

22 THE HONOURABLE FRANK MARROCCO: All
23 right. That's fine. That's fine.

24 MR. MICHAEL WATSON: Okay. ALE1517.
25 ARB234. ALE2782, and KPM1030. If they could be

1 marked, Your Honour.

2 THE HONOURABLE FRANK MARROCCO: Yes.

3 MR. MICHAEL WATSON: Thank you, Your
4 Honour. And now I'm done.

5

6 --- EXHIBIT NO. 22: CJI0008820

7

8 --- EXHIBIT NO. 23: ALE Closing book

9

10 --- EXHIBIT NO. 24: ALE0001517

11

12 --- EXHIBIT NO. 25: ARB000234

13

14 --- EXHIBIT NO. 26: ALE0002782

15

16 --- EXHIBIT NO. 27: TOC0004994

17

18 --- EXHIBIT NO. 28: CJI0010494

19

20 THE HONOURABLE FRANK MARROCCO: You --
21 you indicated you looked at -- let me...

22

23 (BRIEF PAUSE)

24

25 THE HONOURABLE FRANK MARROCCO: Yes.

1 You indicated that you looked at -- and I'm just
2 trying to clarify, first of all, what you looked at --
3 minutes of the -- draft minutes of in camera meetings?

4 MS. SARA ALMAS: Yes. So what I --

5 THE HONOURABLE FRANK MARROCCO: Last -
6 - last night, you looked at them?

7 MS. SARA ALMAS: Sorry, through --
8 Your Honour, I looked at after the meeting the whole
9 conversation about the June 27th, 2011 meeting,
10 because I wanted to see why it was all blacked out,
11 for one (1), and so I -- seen that there was two (2)
12 other significant matters in that document. And then
13 I also looked at draft version that I had to see if
14 there was any significant commentary from what was
15 revised, and there -- there wasn't.

16 THE HONOURABLE FRANK MARROCCO: And
17 are you speaking of the one (1) meeting, or did you --
18 did you --

19 MS. SARA ALMAS: The -- the one (1).

20 THE HONOURABLE FRANK MARROCCO: --
21 engage in a broader review than that?

22 MS. SARA ALMAS: I know that there is
23 other meetings, that I do have more comments included
24 in them. And I'm -- I'm -- I --

25 THE HONOURABLE FRANK MARROCCO: More

1 com -- more comments about the matters with which we
2 are concerned, or --

3 MS. SARA ALMAS: And I --

4 THE HONOURABLE FRANK MARROCCO: --
5 more comments?

6 MS. SARA ALMAS: -- about the matters
7 that we're concerned about, and I'm pretty sure that
8 the Inquiry has them, because I believe that I've seen
9 them.

10 THE HONOURABLE FRANK MARROCCO: All
11 right.

12 MS. SARA ALMAS: And I believe that I
13 checked with my deputy clerk, actually, to ensure that
14 all the drafts were provided too, so I will have that
15 further conversation at break, but I'm pretty sure
16 that you have them all.

17 THE HONOURABLE FRANK MARROCCO: Fine.
18 Thank you. Who's cross-examining next?

19 MR. FREDERICK CHENOWETH: Thank you,
20 Your Honour. I'm for Mr. Houghton.

21 THE HONOURABLE FRANK MARROCCO: Mr.
22 Houghton.

23 MR. FREDERICK CHENOWETH: Yes, thank
24 you.

25

1 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

2 MR. FREDERICK CHENOWETH: Yes, Ms.
3 Almas. As you will know, I am solicitor for Mr.
4 Houghton, and I have a few actually fairly general
5 questions for you, with respect to the matters that
6 are before us.

7 You had told us through the course of
8 your testimony that when it came to the RFP practices
9 of the Town, that a -- a two (2) package process was
10 not an unusual thing for the Town to do?

11 MS. SARA ALMAS: Correct.

12 MR. FREDERICK CHENOWETH: So that when
13 it came to your learning that -- about the nature of
14 the bid, and the RFP and evaluation with respect to
15 this particular matter, you were not surprised to find
16 that is was a due -- package situation?

17 MS. SARA ALMAS: That is correct.

18 MR. FREDERICK CHENOWETH: All right.
19 And in addition, it was not, I take it from what I
20 understand, unusual that the evaluation with respect
21 to a bid would involve a -- a different weighting
22 between the financial aspects of the bid and the
23 nonfinancial aspects of the bid?

24 MS. SARA ALMAS: That is correct.

25 MR. FREDERICK CHENOWETH: All right.

1 And I think you've indicated that the weighting of the
2 evaluation between financial and nonfinancial aspects
3 was, in general, a function of the matter with which
4 the RFP was dealing?

5 MS. SARA ALMAS: Correct. It -- it
6 could be varying, dep -- depending on what the matter
7 was.

8 MR. FREDERICK CHENOWETH: All right.
9 I take it that it was not unusual in or about
10 2010/2011 for the Town of Collingwood to give greater
11 weight to the nonfinancial package then to the
12 financial package?

13 MS. SARA ALMAS: I can't say for
14 certainty, but that would -- that would be my general
15 recollection.

16 MR. FREDERICK CHENOWETH: All right.
17 So it was not a rarity for them to give greater weight
18 to the nonfinancial aspects of a bid?

19 MS. SARA ALMAS: Correct.

20 MR. FREDERICK CHENOWETH: In fact, it
21 would not have been a rarity for the Town to describe
22 a 60 percent valuation weight to a nonfinancial
23 package, or a 70 percent nonfinancial weight to the
24 evaluation of a bidder's package?

25 MS. SARA ALMAS: Certainly. Depending

1 on what the RFP was, there could be variances like
2 that for the consideration of nonfinancial versus
3 financial.

4 MR. FREDERICK CHENOWETH: And -- and
5 that kind of weighting, i.e., 60 percent, or 70
6 percent weighting towards the nonfinancial aspects
7 would not have been a rarity, or would not have been
8 unusual for the Town in or about 2010 or 2011?

9 MS. SARA ALMAS: I'm sorry, can you
10 rate -- restate the question?

11 MR. FREDERICK CHENOWETH: I am
12 suggesting to you that in 2010/2011, to weight the
13 nonfinancial aspects of the two (2) package process,
14 60 percent or 70 percent to nonfinancial would not
15 have been unusual for the Town of Collingwood in or
16 about that period?

17 MS. SARA ALMAS: Correct.

18 MR. FREDERICK CHENOWETH: Thank you.
19 With respect, you also indicated through the course of
20 your testimony that you did not have occasion to read
21 all of the documentation. In particular, the purchase
22 and sale agreement and the shareholders agreement that
23 you signed on March 6th?

24 MS. SARA ALMAS: That's correct. I
25 did not read those documents in their entirety.

1 MR. FREDERICK CHENOWETH: Thank you
2 very much. And you did indicate, however, that you
3 relied on the advice of -- of legal counsel with
4 respect to the nature and quality of those documents?

5 MS. SARA ALMAS: Correct, and in
6 collaboration with review with our CAO, Ed Houghton,
7 the lawyer, Leo Longo, and Mayor Cooper at the time,
8 to review any outstanding concerns that we might have.

9 MR. FREDERICK CHENOWETH: All right.
10 And that review took place -- I was a little uncertain
11 about that. That -- you had a meeting, in fact, with
12 the people you've just mentioned --

13 MS. SARA ALMAS: Right.

14 MR. FREDERICK CHENOWETH: --
15 contemporaneous with your signing of the documents on
16 March 6th?

17 MS. SARA ALMAS: I -- I know that it
18 was early March, and I have -- I can't say for certain
19 what date it was, whether it was -- whether it was the
20 2nd or the 6th, there's -- but it was in that
21 timeframe that we had the conversation.

22 MR. FREDERICK CHENOWETH: So it would
23 have been somewhere between the 2nd and the 6th that
24 you had a meeting with the people you've described --

25 MS. SARA ALMAS: Correct.

1 MR. FREDERICK CHENOWETH: -- Ed

2 Houghton, the CAO, and -- and Leo Longo --

3 MS. SARA ALMAS: And Mayor Cooper.

4 MR. FREDERICK CHENOWETH: -- and Mayor

5 Cooper to discuss -- and, in fact, the purpose was to

6 discuss and understand the nature of the document that

7 you were considering executing on behalf of the Town?

8 MS. SARA ALMAS: Correct, because

9 together, with the package of -- of documents we

10 received was also a memo that also outlined the

11 information. So we had that, but we wanted to have

12 further conversation with Mr. Longo about those

13 documents.

14 MR. FREDERICK CHENOWETH: All right.

15 And I take it as a result of that meeting, and as a

16 result of the discussions you had with Mr. Longo

17 during the course of that meeting, you felt that you

18 had an understanding of the nature and quality of the

19 documents to the extent that would allow you to

20 execute the documents?

21 MS. SARA ALMAS: There was no --

22 following the meeting, I believe there was a couple

23 changes, because some still had headers and footers on

24 them that needed to be adjusted. We received the

25 final forms, and they were executed based on the memo

1 in our conversation.

2 MR. FREDERICK CHENOWETH: All right.

3 And you were satisfied from the memo in the
4 conversations that the document you were about to sign
5 was in keeping with the intent of Council?

6 MS. SARA ALMAS: I was.

7 MR. FREDERICK CHENOWETH: Thank you.

8 And --

9

10 (BRIEF PAUSE)

11

12 MR. FREDERICK CHENOWETH: Yes.

13 Better?

14

15 (BRIEF PAUSE)

16

17 MR. FREDERICK CHENOWETH: Thank you.

18 And I take it that you also -- did you -- did you
19 regard the documents as a useful course of action for
20 the Town of Collingwood?

21 MS. SARA ALMAS: I -- I'm not sure of
22 your question, sorry.

23 MR. FREDERICK CHENOWETH: Well, did
24 you think that the strategic partnership -- or did you
25 have an opinion with respect to whether or not the

1 strategic partnership was a good concept -- strategic
2 partnership with respect to the power distribution
3 company for the Town of Collingwood, did you have an
4 opinion as to whether or not that was an appropriate
5 approach for the Town of Collingwood and its citizens?

6 MS. SARA ALMAS: No. I -- I do not --
7 I did not have an opinion, because I did not -- I did
8 not understand the electricity market, or any of the -
9 - the information. It wasn't my portfolio to -- to
10 have a position.

11 MR. FREDERICK CHENOWETH: All right.
12 And it really wasn't part of the task that you were
13 undertaking --

14 MS. SARA ALMAS: Absolutely.

15 MR. FREDERICK CHENOWETH: -- at that
16 time?

17 MS. SARA ALMAS: That's correct.

18 MR. FREDERICK CHENOWETH: You were
19 executing a task with respect to ensuring that the
20 wishes of the Town Council, who had been reviewing
21 this matter --

22 MS. SARA ALMAS: That's correct.

23 MR. FREDERICK CHENOWETH: -- were
24 carried out by the course of your signing that
25 document?

1 MS. SARA ALMAS: That's correct.

2 MR. FREDERICK CHENOWETH: Okay. And
3 in fact, you -- you would have observed, I think, that
4 Mr. Longo --

5 MS. SARA ALMAS: Sorry --

6 MR. FREDERICK CHENOWETH: -- appeared
7 to have a familiarity with the document, and was --
8 had a facility with the document by the time -- with
9 both documents that I'm talking about in particular,
10 the purchase and sale agreement, and the unanimous
11 shareholders agreement -- he appeared to have a
12 facility with those documents at the time of your
13 meeting and at the time that you're view -- you're
14 viewing the memo?

15 MS. SARA ALMAS: In -- in recollecting
16 that meeting, I believe that I felt that he had an
17 understanding of the documents.

18 MR. FREDERICK CHENOWETH: And in fact,
19 you were relying on him to have that understanding?

20 MS. SARA ALMAS: They were forwarded
21 to me through him, not directly from Ron Clark or
22 Corrine Kennedy, and I did -- I did believe that he
23 had an understanding, and hence why he indicated he
24 would be available to answer any questions. He didn't
25 say, if you have any questions, talk to Ron Clark.

1 MR. FREDERICK CHENOWETH: Right. And
2 if there was any questions at that meeting, they were
3 answered by Leo Longo?

4 MS. SARA ALMAS: Yes, I believe so. I
5 don't know if there's anything that he had to refer
6 back to his colleagues for or not, but he was --

7 MR. FREDERICK CHENOWETH: In any
8 event, any questions that arose during the course of
9 that -- that meeting were addressed in part by Leo
10 Longo?

11 MS. SARA ALMAS: Yes. Yes.

12 MR. FREDERICK CHENOWETH: All right.
13 Good.

14 MS. SARA ALMAS: Sorry, if I may, to
15 answer a previous question that he had?

16 THE HONOURABLE FRANK MARROCCO: Yes.

17 MS. SARA ALMAS: He asked what my
18 opinion was, and asked my -- I didn't have a -- an
19 opinion on -- on the sale of the Hydro company, but I
20 had an opinion on the 50/50. Like, my personal -- I -
21 - I was kind of shocked that there would be a 50/50
22 sale, and we'd lose ownership. So that -- that was --
23 I did have an opinion at the time, but that was my
24 opinion.

25

1 CONTINUED BY MR. FREDERICK CHENOWETH:

2 MR. FREDERICK CHENOWETH: There had
3 been talk of a -- a 50/50 sale for quite an extensive
4 period of time, I take it?

5 MS. SARA ALMAS: Yes.

6 MR. FREDERICK CHENOWETH: Is that
7 correct?

8 MS. SARA ALMAS: Since -- since the
9 strategic partnership discussion in June/July of 2011
10 --

11 MR. FREDERICK CHENOWETH: Right.

12 MS. SARA ALMAS: -- yes, that I wasn't
13 involved --

14 MR. FREDERICK CHENOWETH: And -- and
15 in particular, it's mentioned -- as a friend Mr.
16 Watson took you through, the mention of strategic
17 partnership, in fact, more than six (6) months
18 earlier, in June of -- June 27th, 2011, when the
19 strategic partnership option was discussed with
20 Council?

21 MS. SARA ALMAS: Yes. That was the
22 date I was referring to.

23 MR. FREDERICK CHENOWETH: Very good.
24 So when you say you were shocked, I -- I take it that
25 there was certainly no immediate surprise with respect

1 to the fact that when you were dealing with the
2 documents on the 6th of March, that you were dealing
3 with the document that directed --

4 MS. SARA ALMAS: No.

5 MR. FREDERICK CHENOWETH: -- a
6 strategic partnership?

7 MS. SARA ALMAS: Yeah. I had complete
8 understanding. And it -- and maybe "shocked" isn't
9 the right word. Like, I think maybe, you know,
10 surprised that we would entertain a 50/50 sale, you
11 know, I -- I didn't, like, I -- it -- I guess trying
12 to understand that more. But it was Council's
13 decision to go forward with a 50 percent sale.

14 So when I executed those documents in
15 March of 2012, and I executed Council's decision to
16 proceed with that.

17 MR. FREDERICK CHENOWETH: Right. So
18 it was Council's decision --

19 MS. SARA ALMAS: Yes.

20 MR. FREDERICK CHENOWETH: -- to go
21 with a 50/50 partnership?

22 MS. SARA ALMAS: Yes.

23 MR. FREDERICK CHENOWETH: All right.

24 And that approach was, to some extent, in your view, a
25 surprise?

1 MS. SARA ALMAS: Yes.

2 MR. FREDERICK CHENOWETH: All right.
3 Thank you. And there's no doubt that -- that Council
4 gave full consideration to -- to that approach, the
5 strategic partnership approach? In fact, there had
6 been a number of meetings that Council had in which
7 they discussed that specific approach?

8 MS. SARA ALMAS: Yes. They were
9 presented with all the options, as indicated in that
10 report that was presented to them.

11 MR. FREDERICK CHENOWETH: Right. And
12 there'd been meetings, in fact, since June of -- of
13 2011, right up until the bylaw, et cetera, was passed
14 on January 23rd of 2012?

15 MS. SARA ALMAS: Yes, that's correct.

16 MR. FREDERICK CHENOWETH: And -- so
17 that Council was pretty clear by January 2012 on what
18 they wish to do?

19 MS. SARA ALMAS: They were.

20 MR. FREDERICK CHENOWETH: And had been
21 fully informed about the options and its -- and its
22 considerations?

23 MS. SARA ALMAS: Correct.

24 MR. FREDERICK CHENOWETH: Thank you.
25 And given that background and understanding that

1 Council had been fully informed on an ongoing basis,
2 and made -- and made the choice that they made, you
3 were again cont -- content to execute the documents on
4 or about March 6 of 2012?

5 MS. SARA ALMAS: I was, hence why they
6 were executed.

7 MR. FREDERICK CHENOWETH: Yeah.

8

9 (BRIEF PAUSE)

10

11 MR. FREDERICK CHENOWETH: I had a
12 sense -- I think you mentioned yesterday that Ms.
13 Wingrove had some concerns and some questions that she
14 raised during the course of the meeting with Leo Longo
15 and others that took place between March 2nd and March
16 6th?

17 MS. SARA ALMAS: Yes.

18 MR. FREDERICK CHENOWETH: And I think
19 you indicated that Mr. Houghton made an effort to
20 answer those questions?

21 MS. SARA ALMAS: Correct. So I recall
22 the conversation, if Leo indicated, you know, not sure
23 why it was prepared in this format, then Ed would say,
24 you know, the background to this, and this is why
25 we're going forward with -- with what's being

1 proposed. And so there was a few kind of
2 conversations along that line.

3 MR. FREDERICK CHENOWETH: All right.
4 Thank you. And I think you indicated yesterday, and I
5 just wanted to confirm with you now, that by the end
6 of that question and answer session, Ms. Wingrove
7 appeared to be satisfied with the questioning --
8 satisfied with respect to the questions that she'd
9 raised?

10 MS. SARA ALMAS: Correct. If -- if
11 the CAO remained not satisfied, I would not have
12 executed the documents.

13 MR. FREDERICK CHENOWETH: And you were
14 satisfied that she was satisfied, and therefore you
15 executed the documents?

16 MS. SARA ALMAS: That's correct.

17 MR. FREDERICK CHENOWETH: Very good.
18 Thank you. So that -- following the execution of the
19 documents, there appeared to be one (1) major
20 condition in order to carry through the intent of the
21 documents, i.e. it was necessary to get the Ontario
22 Energy Board's approval?

23 MS. SARA ALMAS: That's right.

24 MR. FREDERICK CHENOWETH: All right.
25 And I take it there was a period of calm, or a period

1 of waiting after the execution of the documents on
2 March 6th, awaiting the anticipated hearing of the
3 Ontario Energy Board, and -- and the conclusion of
4 that Board's consideration of the matter?

5 MS. SARA ALMAS: There was a period of
6 calmness, not necessarily because of -- or only
7 because of the waiting of the OEB. The functions of
8 the government wasn't calm during that time.

9 MR. FREDERICK CHENOWETH: That -- that
10 may or may not be the case. But with respect to this
11 matter --

12 MS. SARA ALMAS: Yes. It was calm
13 during that period with respect to this matter.

14 MR. FREDERICK CHENOWETH: All right.
15 Very good. And people were awaiting the Ontario
16 Energy Board decision?

17 MS. SARA ALMAS: Yes.

18 MR. FREDERICK CHENOWETH: All right.
19 And that decision was made in a timely way --

20 MS. SARA ALMAS: M-hm.

21 MR. FREDERICK CHENOWETH: -- and
22 matters moved towards -- uneventfully moved towards a
23 close on July 31st, 2012?

24 MS. SARA ALMAS: That's correct.

25 MR. FREDERICK CHENOWETH: All right.

1 And on July 31st, 2012, you had to sign a -- a further
2 document?

3 MS. SARA ALMAS: Documents, yes.

4 MR. FREDERICK CHENOWETH: All right.

5 And in particular, the matter of the service
6 agreements arose in or about the time of closing?

7 MS. SARA ALMAS: Correct.

8 MR. FREDERICK CHENOWETH: And there
9 had been an undertaking in the purchase and sale
10 document that the -- that negotiations would take
11 place to finalize the service agreements --

12 MS. SARA ALMAS: Correct.

13 MR. FREDERICK CHENOWETH: -- prior to
14 the time of closing?

15 MS. SARA ALMAS: Correct.

16 MR. FREDERICK CHENOWETH: And those
17 service agreements were service agreements between the
18 entities that were being purchased, in particular,
19 Power Solutions and the -- and the purchaser,
20 PowerStream?

21 MR. WILLIAM MCDOWELL: Collus Power
22 Solutions?

23 MS. SARA ALMAS: So...

24

25 (BRIEF PAUSE)

1 MR. WILLIAM MCDOWELL: So I just want
2 to be clear here. You mean Collus Power Solutions?
3 Because it gets confusing, that --

4 MR. FREDERICK CHENOWETH: Yes, it --
5 it -- that -- it would be Collus Power Solutions
6 following the closing.

7

8 CONTINUED BY MR. FREDERICK CHENOWETH:

9 MR. FREDERICK CHENOWETH: The -- the
10 purpose -- the -- the issue with respect to the
11 service agreements was that they were the -- the
12 negotiations of those service agreements between some
13 of the Collus entities, Solutions in particular, and
14 the new entity, Collus PowerStream needed to be
15 reviewed, and if necessary, renegotiated and re-signed
16 --

17 MS. SARA ALMAS: And it --

18 MR. FREDERICK CHENOWETH: -- before
19 the closing on the 31st?

20 MS. SARA ALMAS: And -- and the -- I -
21 - I think that you're missing the Town of Collingwood
22 as a party, too, so Collus Power -- sorry, Collus
23 Solutions, Collus PowerStream, the Town of
24 Collingwood, there was a few shared services and
25 service arrangements that needed to be confirmed.

1 MR. FREDERICK CHENOWETH: If I'm
2 missing that, I didn't intend to.

3 MS. SARA ALMAS: Okay.

4 MR. FREDERICK CHENOWETH: In any
5 event, the point of it all is that the review and
6 reconsideration of those service agreements had not
7 been completed --

8 MS. SARA ALMAS: That's right.

9 MR. FREDERICK CHENOWETH: -- by the
10 time of the closing on the 31st?

11 MS. SARA ALMAS: That's correct.

12 MR. FREDERICK CHENOWETH: And that was
13 the source of one (1) of the significant documents
14 that you executed on or about July 31st, which was an
15 undertaking to again address those service documents
16 and conclude their finalization?

17 MS. SARA ALMAS: Significance only to
18 the fact of it being required to close the -- the
19 Transaction, but it was an undertaking to ensure that
20 that work was completed within I believe the next six
21 (6) months, or whatever the time period was, so I
22 didn't believe there was any significance.

23 MR. FREDERICK CHENOWETH: I believe
24 the time period was a year.

25 MS. SARA ALMAS: A year? Okay.

1 MR. FREDERICK CHENOWETH: Yeah. All
2 right. So that the parties, after the closing, agreed
3 that they would have a year to conclude the
4 negotiations of those agreements?

5 MS. SARA ALMAS: Okay.

6 MR. FREDERICK CHENOWETH: Very good.
7 And that was the -- I take it really the only matter
8 of any real significance that -- that arose in or
9 about the time of the closing, i.e., the lack of
10 completeness of the service agreements?

11 MS. SARA ALMAS: Correct.

12 MR. FREDERICK CHENOWETH: All right.
13 And can you assist with respect to -- or would you
14 know who was in charge of -- of the preparing those
15 service agreements and/or being involved in the
16 negotiation of those service agreements as the closing
17 date of July 31st presented itself?

18 MS. SARA ALMAS: I believe it was your
19 client, Ed Houghton, was -- was responsible. At -- at
20 that time he was the acting CAO, as well as the
21 president/CEO of Collus, so he would be trying to
22 negotiate, basically, on -- on both parties, and it --
23 it wasn't completed by that time. So I recollect
24 seeing emails with, I believe, Ron Clark and Ed
25 Houghton earlier in July saying they're not done, and

1 we need to prepare something to ensure that the
2 Transaction closes by the end of the month.

3 MR. FREDERICK CHENOWETH: Would --
4 would you have any concept as to -- to whom within the
5 Collus organization the responsibility for those
6 service agreements had been delegated? Would you know
7 whether or not they had been delegated to Tim Fryer to
8 resolve that issue?

9 MS. SARA ALMAS: No, I do not know.

10 MR. FREDERICK CHENOWETH: Thank you.
11 Your Honour, those are my questions.

12 THE HONOURABLE FRANK MARROCCO: Thank
13 you, Mr. Chenoweth.

14 MR. FREDERICK CHENOWETH: Thank you
15 very much. Thank you.

16 THE HONOURABLE FRANK MARROCCO: I -- I
17 think I said we'd break at 11:30, but I think we'll
18 break now that -- because the next questioner will no
19 sooner start and then we'll stop.

20 So We'll take the morning break.

21

22 --- Upon recessing at 11:26 p.m.

23 --- Upon resuming at 11:46 a.m.

24

25 MR. MICHAEL WATSON: Your Honour, I've

1 been asked by --

2 THE HONOURABLE FRANK MARROCCO: You're
3 not Mr. Marron.

4 MR. MICHAEL WATSON: I am not. I've
5 been asked to correct something and that is an exhibit
6 identification, Your Honour.

7 THE HONOURABLE FRANK MARROCCO: Mr.
8 Watson, you're going to have to delegate this
9 responsibility to somebody else.

10 MR. MICHAEL WATSON: Yeah, I -- I know
11 that. My colleagues have told me that. I'm going to
12 have to sit at the back for the rest and that's fine.

13 So, Exhibit 27, which was -- this is
14 sort of bottom of the front page of the Globe,
15 previously read out as doc ID KPM1030. It's supposed
16 to be corrected to TOC4994.

17 MR. WILLIAM MCDOWELL: Objection.
18 Sorry.

19 MR. MICHAEL WATSON: Thank you, Your
20 Honour.

21 THE HONOURABLE FRANK MARROCCO: Thank
22 you, Mr. Watson. Thank you for all your help.

23 MR. MICHAEL WATSON: Thank you, Your
24 Honour. Mr. Marron...?

25

1 CROSS-EXAMINATION BY MR. GEORGE MARRON:

2 MR. GEORGE MARRON: Now, I normally
3 refer to you as Sara. I'll refer to you as Ms. Almas.
4 So if I drop the ball, it's due to anything other
5 than commonplace parlance in my usual way of
6 addressing you.

7 MS. SARA ALMAS: No problem.

8 MR. GEORGE MARRON: Now, I made some
9 notes yesterday, Ms. Almas, but -- but I made them
10 with an understanding that last evening I would have
11 an opportunity to review what you said on a transcript
12 of the proceedings and what you said and I learned to
13 my chagrin at some point during the evening that that
14 wasn't going to be made available to me.

15 So, I -- I want to caution you that if
16 I put a question to you and --

17 THE HONOURABLE FRANK MARROCCO: I'm
18 sorry, Mr. Marron, the transcript wasn't up? They
19 didn't post the transcript?

20 MR. GEORGE MARRON: No, there was --
21 there was a technical glitch or something.

22 THE HONOURABLE FRANK MARROCCO: All
23 right, thank you -- thank you for telling me.

24

25 CONTINUED BY MR. GEORGE MARRON:

1 MR. GEORGE MARRON: So I wanted, Ms.
2 Almas, to know that if -- if I'm referring to the
3 notes that I made with my understanding of what you
4 were saying and it hasn't been reviewed with the
5 transcript which would be the verbatim account of what
6 you're making.

7 So, if -- if there's some issue in the
8 question, if it's presupposed on what I believe that
9 yesterday's evidence was then correct me if you would.

10 MS. SARA ALMAS: Certainly.

11 MR. GEORGE MARRON: Or if there's a
12 further question let me know. I represent Mayor
13 Sandra Cooper, as she then was and I wanted just to
14 go down through the notes and I'll do that
15 specifically in reference to your evidence as you gave
16 it in-chief in the sense of to the -- to the
17 Commission Counsel yesterday. I don't intend to get
18 into the areas that were raised in cross-examination.

19 But I have some -- some trouble with
20 your acknowledgement yesterday and I had somehow
21 because it's so out of character. I mean, you have a
22 wonderful representation in the community of the Town
23 of Collingwood and you've been in your job, as you
24 indicated, since 2008.

25 I can speak of people who deal pretty

1 regularly with you and they've never heard a bad word
2 and I think generally in the community that's the
3 reputation that you enjoy.

4 MS. SARA ALMAS: I appreciate that.

5 MR. GEORGE MARRON: I took note,
6 though, that you indicated towards the end of your
7 evidence in-chief that in hindsight, I should have
8 responded back to Paul Bonwick's email.

9 And that's -- that's your usual course
10 of business I mean, and the difficulty as I see it in
11 reference to what Mr. Bonwick was doing on the 2nd of
12 June is that he -- he called you and I went through
13 the -- I'm referring to the foundation document 1, at
14 page 76 through 77 and 78. So if that could -- if the
15 first page could be brought up I'm going to this in an
16 chronological way in the hopes of privity.

17 THE HONOURABLE FRANK MARROCCO: It
18 will be up there in a second.

19

20 CONTINUED BY MR. GEORGE MARRON:

21 MR. GEORGE MARRON: This is a far cry
22 from the old 22 court at the old city hall here.

23 All right. So we're ready to go then
24 at paragraph 192. So I -- I looked at the indication
25 on the 2nd of June, it said 11:35 and that was the

1 meeting that was conducted. But the email just --
2 just bear with me. I don't want this paper to explode
3 or get totally out of hand.

4 So the email that is cited in reference
5 to support the statement at page 1 -- sorry, at
6 paragraph 192 is 48763, TOC48763 and -- and it
7 indicates just by virtue of time, that at 9:53 in the
8 morning, Paul Bonwick sent an email to you and he
9 indicated that he wanted to know if you had ten (10)
10 or fifteen (15) minutes available to see him
11 preferably later that same morning.

12 And in your usual fashion you indicated
13 that you were available at 11:30 a.m. and I say usual
14 because you're someone who deals with the public and
15 enjoys the reputation you do and it's well deserved.
16 I mean, you knew Paul Bonwick and, you know, a person
17 of significance in our community having been our
18 member of Parliament for two (2) terms and having be
19 an ex member of the Town Council.

20 And so your response was certainly
21 timely was -- it was -- the way I look at it, it was
22 about twenty-five (25) or thirty (30) minutes later
23 and then you got an indication back from Mr. Bonwick
24 at 10:50 that morning that sounds great, thanks. He's
25 finished a meeting at 11:30 and he'll be there to see

1 you about 11:35; and that was your evidence, and that
2 was the evidence in the statement at 11:35.

3 Now, the -- the meeting that occurs and
4 you made the notes that you made, and it -- it
5 appeared to me -- and this is as a result of a later
6 email that was sent to Kim Wingrove. It seemed to me
7 that what he was doing, he was making some disclosure
8 to you because he had this opportunity, this business
9 opportunity to potentially do some work for
10 PowerStream, a major electrical distribution company
11 and the -- they start in Vaughan and end in Barrie
12 and, at this point, probably go father than that.

13 But -- so -- so it was a meeting of
14 substance or you wouldn't have made the notes. This
15 wasn't an attendance to have a cup of coffee and find
16 out -- conduct a social visit. So, you made the notes
17 and the notes meant something to you and if we're
18 going into the disclosure aspect of it, he indicated
19 and I won't go through it all but he indicated it was
20 PowerStream. He indicated where they were located out
21 of Vaughan. He ind -- got into a discussion of the
22 CHEC group of distribution -- electrical distributors
23 and then he said one (1) of region which would have,
24 you know, brought the purpose of his visit to your
25 door step.

1 And he indicated that Collingwood was a
2 member of CHEC so suddenly Collus was brought in to
3 the equation. And then he -- then he got in to more a
4 personal sense of the reason for his involvement or
5 potential involvement was that it had to do with PR so
6 that's what? What's PR?

7 MS. SARA ALMAS: Public relations.

8 MR. GEORGE MARRON: Okay. So PR
9 activities which -- which is very broad term. I mean,
10 it could apply to a lot of things. So sort of a
11 general explanation or a general indication.

12 And then you've community outreach and,
13 you know, what is that? It means very little to me.

14 What would -- what would that entail.

15 MS. SARA ALMAS: So what I took from
16 that is working with this potential client being
17 PowerStream to have some community engagement of
18 various activities, I guess. I can't recall
19 specifically.

20 MR. GEORGE MARRON: So -- I mean,
21 these are your words. This is what you wrote down and
22 what we're referring to at 193 is the typed
23 reproduction of your notes?

24 MS. SARA ALMAS: Yes.

25 MR. GEORGE MARRON: Okay. So -- so it

1 meant something to you then in reference to --

2 MS. SARA ALMAS: Yes. Yep.

3 MR. GEORGE MARRON: -- to why he was
4 there, and now we put down president, was that in
5 relation to him, it must have been, because in the
6 following line you've got "CEO PowerStream, Brian
7 Bentz."

8 So was Paul saying that he was the
9 president of a Corporation or --

10 MS. SARA ALMAS: I don't actually
11 recollect. I don't know if that was -- I wrote down
12 CEO Brian Bentz and as Ed Houghton was the president
13 and CEO of our LDC, whether it was in that context too
14 or whether it was regarding him being president of
15 Compenso, I can't confirm.

16 MR. GEORGE MARRON: Well, might it
17 have referred to Ed Houghton and to Collus.

18 MS. SARA ALMAS: No, no. Just respect
19 to the title for Brian Bentz.

20 MR. GEORGE MARRON: Okay. And then
21 you got here an arrow "mail to confirm." Now, that's
22 obviously something, a note that you made to yourself.

23 Had you were going to confirm --

24 MS. SARA ALMAS: So he had requested
25 that I had sent -- if I would send an email to confirm

1 our conversation.

2 MR. GEORGE MARRON: Right.

3 MS. SARA ALMAS: And so that's what I
4 said.

5 MR. GEORGE MARRON: Right.

6 MS. SARA ALMAS: I wasn't comfortable.

7 MR. GEORGE MARRON: And then it says
8 here, Paul was sent email and you put a question mark
9 behind but -- but the reality is he did send an email
10 and he sent it the same day, right?

11 MS. SARA ALMAS: Right. So I had
12 wrote it questioning like maybe that would be
13 something he would undertake and he gratefully say,
14 you know, offered up that idea and that's how we
15 concluded that conversation.

16 MR. GEORGE MARRON: Okay. So -- so in
17 the course of this disclosure the next entry is --
18 that you made was Ian's role. Now, that refers as you
19 indicated -- at least I made a note of Ian Chadwick
20 and --

21 MS. SARA ALMAS: Yes.

22 MR. GEORGE MARRON: -- I -- I believe
23 that's what you said yesterday in reference to the
24 word "Ian"?

25 MS. SARA ALMAS: That's correct.

1 MR. GEORGE MARRON: And then it's got
2 an arrow "media relations and training." So it
3 indicated that somehow or other he and Ian Chadwick,
4 who was a member of Council at the time that Paul
5 Bonwick and Ian Chadwick were going to be working
6 together in unison or with a common purpose.

7 MS. SARA ALMAS: Correct.

8 MR. GEORGE MARRON: And -- and then
9 you got "grant." Well, Grant's not an individual.
10 Grant refers to a momentary grant.

11 MS. SARA ALMAS: Yes, so grant
12 writing.

13 MR. GEORGE MARRON: Yeah, and a grant
14 writing application. So this brought in the -- the --
15 did this bring in -- was there some discussion about
16 this ethanol company that was experiencing
17 difficulties in the sense that they owed the Town
18 about a million dollars?

19 MS. SARA ALMAS: I don't believe so
20 and that was kind of my struggle in -- in looking at
21 these notes is that I believe that Paul and I were
22 just having a general conversation about Ian's role
23 whenever he does -- or might be doing something for --
24 for the -- his corporation or company. I -- we didn't
25 get in to any specific detail.

1 MR. GEORGE MARRON: Okay. Okay, but
2 you -- but you wrote that down, "grant writing --

3 MS. SARA ALMAS: Yes.

4 MR. GEORGE MARRON: -- and
5 applications?

6 MS. SARA ALMAS: Yes.

7 MR. GEORGE MARRON: And is it fair to
8 say that it could be referring to the AGP company
9 because we read in the materials that it becomes the
10 subject of discussion not only with Collus but with
11 the Town of Collingwood because of the substantial
12 debt owed by this company and the fact that Paul
13 Bonwick at some point was brought in by AGP to address
14 whether they could potentially get a grant from the
15 Ontario government or from someone.

16 MS. SARA ALMAS: I know that AGP was a
17 significant topic of discussion back in that time, but
18 I can't confirm whether that was part of the
19 conversation.

20 MR. GEORGE MARRON: Okay, but it would
21 be fair to say that it could of -- AGP could have been
22 mentioned?

23 MS. SARA ALMAS: Yeah, I'm --

24 MR. GEORGE MARRON: If it were you
25 didn't write it down but it could have been.

1 MS. SARA ALMAS: Right. If -- if I
2 would have had to -- yeah, I'm leaning on more that it
3 wouldn't have been mentioned but there is a
4 possibility.

5 MR. GEORGE MARRON: Okay. Well --
6 well -- and -- and the difficulty is, I mean, these
7 are notes that you set out at the time which were an
8 attempt to sort of circumscribe what was being
9 discussed and what was being disclosed to you and you
10 wrote these notes without any thought whatsoever that
11 someday, i.e., today, someone such as myself might be
12 asking you some questions pertaining to it, right?

13 MS. SARA ALMAS: My note-writing
14 skills have gotten a lot better.

15 MR. GEORGE MARRON: Yeah and so --so
16 they were notes that you made to refresh your own
17 memory, they weren't --

18 MS. SARA ALMAS: Yes.

19 MR. GEORGE MARRON: -- something that
20 you anticipated having to give evidence on under oath
21 in a proceeding?

22 MS. SARA ALMAS: Correct.

23 MR. GEORGE MARRON: All right. So --
24 so then what -- what happens next in the chronology
25 then if we look at paragraph 194 and I've got the --

1 yeah, here we are. And this is reference to -- it's
2 on the next page, Your Honour, at page 77. The
3 reference to the source -- document source and its
4 ALE176.

5 I am content though to --

6 THE HONOURABLE FRANK MARROCCO: It's
7 there now.

8

9 CONTINUED BY MR. GEORGE MARRON:

10 MR. GEORGE MARRON: Good. Okay, thank
11 you. I -- I just refer to that. I take no issue with
12 what is -- is set out in paragraph 194, but I did want
13 to indicate that in chronology of events -- I mean,
14 you've had this meeting and it was 11:35 and it would
15 have taken some time so at 12:37, you know, within the
16 hour of the meeting or perhaps thereabouts at least
17 he's -- he's sending you an email and he's thanking
18 you for taking the time out.

19 I mean, Paul's a very polite
20 individual, conducts himself as a gentleman and isn't
21 difficult in any way in that regard.

22 MS. SARA ALMAS: Correct.

23 MR. GEORGE MARRON: So -- so he sends
24 a note to you and I take it that that -- and wishes
25 you a great weekend and I take it that that is sort of

1 in keeping with his general way of doing things and
2 his demeanour as he's known.

3 And then the document -- the email
4 document confirms that at 12:37 and then at the -- at
5 the top of the document, page 176, it indicates June
6 the 2nd at 12:37:37. So, he copies that email to
7 Brian Bentz and to John Glicksman who are principles
8 in the PowerStream company. Okay, you see that. Okay
9 so this -- so this is what's going on then as of
10 12:37:37.

11 The next indication is on June the 2nd
12 -- the 2nd at 12:37:05 so it might be inserted perhaps
13 if we are looking at the time and being exact. But in
14 any event, there's -- there's an email that's sent
15 from Paul Bonwick to Brian Bentz and to John Glicksman
16 and this copies you, Ms. Almas, and it sets out
17 Compenso proposal, which is Paul Bonwick's company.
18 You knew that.

19 MS. SARA ALMAS: Correct.

20 MR. GEORGE MARRON: And it said
21 importance high and the note is to Brian and John,
22 once again, principals of PowerStream and indicating
23 that he had an opportunity to meet with you this
24 morning and he described the services company would be
25 providing throughout the region as well as specific to

1 Collingwood.

2 And he also includes in one (1) of the
3 purposes apparently for his approaching was that
4 PowerStream wanted some information that would confirm
5 that there was no conflict of interest that he would
6 have with his sister who was the mayor.

7 So he -- he sets out that he obtained
8 an opinion or an interpretation from you which there's
9 a differentiation between interpretation and opinion
10 but he set it out and as it relates to my sister. So
11 he set out the area and indicated that -- and he says,
12 quite clear, that might be a bit of an overstatement
13 but the fact of the matter is that the opinion or the
14 thought that he would have had in leaving your office
15 was that there wasn't any conflict of interest in
16 accordance with the Ontario Municipal Act.

17 And -- and this is one (1) of the
18 problems that arises, I suggest --

19 MS. SARA ALMAS: Well, Conflict of
20 Interest Act.

21 MR. GEORGE MARRON: -- is the -- the
22 Municipal Act as it concerns the targeted individuals
23 for conflict of interest. It excludes people that are
24 now presently included in the Collingwood --

25 MS. SARA ALMAS: Code of Rules.

1 MR. GEORGE MARRON: -- rules, yeah,
2 yeah.

3 MS. SARA ALMAS: Collingwood Code of
4 Conduct is what he's referring to.

5 MR. GEORGE MARRON: Thank you for
6 that.

7 MS. SARA ALMAS: Certainly.

8 THE HONOURABLE FRANK MARROCCO: And I
9 think, Mr. Marron, you said the Municipal Act. I
10 think you meant the Municipal -- the Conflict of
11 Interest Act.

12 MS. SARA ALMAS: Correct.

13 MR. GEORGE MARRON: Of the Town of
14 Collingwood.

15 THE HONOURABLE FRANK MARROCCO: No, I
16 think you referred to the Municipal Act and I think
17 you meant to refer to the Conflict of Interest Act.

18 MR. GEORGE MARRON: Oh, was it, thank
19 you for that. Well, I referred to both of them, okay.
20 All right.

21

22 CONTINUED BY MR. GEORGE MARRON:

23 MR. GEORGE MARRON: Okay. And -- and
24 he indicates as well at the bottom that Ms. Almas
25 agreed to be copied on this message, okay. So he's

1 put it forward.

2 And -- okay, so that's at 12:37:05 on
3 the 2nd of June. So -- so the difficulty that I had
4 in looking at the foundation document is that
5 paragraphs 196 and 197 were inserted into this chain
6 of emails that was being conducted with PowerStream,
7 Paul Bonwick and yourself.

8 So if we go over to page 78 and look at
9 page 198 and now we're talking -- now we're talking
10 the 3rd of June and we've got an email that's sent on
11 the 3rd of June at nine o'clock in the morning and
12 it's sent, once again, to John Glicksman and Brian
13 Bentz, Sandra DiPonio and it talks about an agreement.

14 And this is in reference to his
15 retainer agreement with PowerStream, Ms. Almas, so and
16 it indicates here that further to his emails of
17 yesterday, the original documents that you sent
18 through are now completely accurate and require
19 changes. And the clerk has been thoroughly briefed by
20 me. There's -- that might have been a bit of an
21 overstatement the word "thoroughly."

22 MS. SARA ALMAS: Yes.

23 MR. GEORGE MARRON: But if -- if it
24 had been it -- the clerk has been briefed by me it
25 would have passed mustard, right, so it may be a

1 little to sweet to say "thoroughly" but, in any event,
2 that's what it says.

3 And it says, previously a discussion
4 had taken place between the mayor and the deputy
5 mayor. And we heard about, you know, the request that
6 you received from Deputy Mayor Lloyd and that was at
7 some earlier point in time but it talks about the
8 mayor.

9 And I'm suggesting to you that on the
10 3rd of June you didn't know that Paul Bonwick had
11 approached the mayor on the 2nd of June and he did
12 that by way of an email request -- just have your
13 indulgence here. An email request the 2nd of June.
14 I'm looking now at... I don't have a number on this
15 but if it just -- I'll refer you to -- to paragraph
16 190. Excuse me.

17 Yeah, I've got to go back to paragraph
18 196 and 197, I -- for the lack of tightness of all
19 this but being inundated with this paper. So it
20 indicates in paragraph 196 that Paul Bonwick provides
21 Sandra Cooper, Mayor Cooper with Brian Bentz' email
22 address and I can indicate to you that I have the
23 email here and it indicates that the email was sent at
24 10:03:09 on the morning of June the 2nd.

25 The next paragraph 197 --

1 MR. JOHN MATHER: Sorry, Mr. Marron,
2 I don't mean to interrupt you. Do you want that doc
3 ID pulled up?

4 MR. GEORGE MARRON: No, I don't think
5 it advances anything.

6 MR. JOHN MATHER: Okay, sorry. Sorry
7 I didn't mean --

8 MR. GEORGE MARRON: Other than the
9 time. Thank you.

10

11 CONTINUED BY MR. GEORGE MARRON:

12 MR. GEORGE MARRON: So -- so the next
13 indication is at page 197 on the same day, June the
14 2nd, and I have the email reproduction here, TOC4881.
15 Could that be called up?

16 THE HONOURABLE FRANK MARROCCO: Yes.

17 MR. GEORGE MARRON: Thank you.

18

19 CONTINUED BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: So this is a
21 letter that was sent on the Town of Collingwood
22 letterhead on June the 2nd. It indicates it was sent
23 by way of email and regular mail. It's addressed to
24 PowerStream to the attention of Brian Bentz and it
25 indicates --

1 THE HONOURABLE FRANK MARROCCO: You
2 want us to get the letter on -- the actual letter
3 itself?

4 MR. GEORGE MARRON: Yeah, could we?
5 Yeah, I don't --

6 THE HONOURABLE FRANK MARROCCO: Can we
7 get that letter please. Just a sec, Mr. Marron, until
8 we get it up there.

9 MR. JOHN MATHER: I believe the letter
10 is TOC48812.

11 MR. GEORGE MARRON: Thank you.
12 Normally I'd be asking to enter -- to introduce this
13 in to evidence but it's all the screen. I'm making
14 reference to it.

15

16 CONTINUED BY MR. GEORGE MARRON:

17 MR. GEORGE MARRON: So you see the
18 letter then? Okay. Have you -- I mean, you indicated
19 that you saw the -- in red the Foundation documents --

20 MS. SARA ALMAS: Yes.

21 MR. GEORGE MARRON: -- in this
22 proceeding but I take it you've never seen this letter
23 until that point.

24 MS. SARA ALMAS: I don't believe that
25 I had seen it until reviewing.

1 MR. GEORGE MARRON: Well that's fair
2 because there's no indication it was ever copied to
3 you or anything. But -- but it -- it basically
4 addresses the same issue that -- by the mayor, it
5 addresses the same issue as the issue that was raised
6 as between yourself and Mr. Bonwick and the meeting
7 that you had at the town hall on the 2nd of June,
8 right?

9 MS. SARA ALMAS: Yes.

10 MR. GEORGE MARRON: Okay. And so I
11 think things are, in my submission, they're -- they're
12 moving fairly quickly here because as I indicated the
13 email chain indicates that the following day on the
14 3rd of June there's this discussion about an agreement
15 with PowerStream.

16 So -- so here's Paul Bonwick, he hasn't
17 heard back from you. And -- and that's contrary to
18 your usual practice. I mean, it's contrary to what
19 you usually do. If somebody's dealing with an issue
20 such as a conflict of interest and if they misdate
21 what the understanding -- or what your understanding
22 is you're obviously going to address that, right?

23 MS. SARA ALMAS: Certainly.

24 MR. GEORGE MARRON: Well, that's why
25 you stated on your evidence yesterday afternoon, you

1 regret that you didn't.

2 MS. SARA ALMAS: Yes.

3 MR. GEORGE MARRON: Okay, that's fair.

4 MS. SARA ALMAS: Yes.

5 MR. GEORGE MARRON: So what you did --
6 I mean, you just didn't leave it hanging. On the 6th
7 of June at 1:25 in the afternoon new sent the email
8 that you received on the 2nd of June from Paul Bonwick
9 which was directed to Brian Bentz and John Glicksman,
10 copied to you about the Compenso proposal and
11 importance high.

12 You receive that and you sent it on to
13 Kim Wingrove and then that was the 6th of June and
14 that was 1:25. And then there was indication that you
15 met with Kim Wingrove, and you gave that evidence
16 yesterday.

17 MS. SARA ALMAS: Yes.

18 MR. GEORGE MARRON: And -- and there -
19 - I didn't quite follow it. I made a note what I
20 followed but I made a note that you used -- or perhaps
21 you didn't but she may have used the term "battle."

22 MS. SARA ALMAS: I -- I --

23 MR. GEORGE MARRON: B-A-T-T-L-E.

24 MS. SARA ALMAS: I -- I use the -- I
25 use the word, we need to, you know, choose our battles

1 and that was my terminology and it might not have been
2 the best words but...

3 MR. GEORGE MARRON: Well, it -- it --
4 obviously you refer to -- but -- that's put it this
5 way, a difference of opinion; would that be fair?

6 MS. SARA ALMAS: Yes.

7 MR. GEORGE MARRON: I mean, you're --

8 MS. SARA ALMAS: Yes, yes, within that
9 -- the correspondence that Mr. Bonwick sent me.

10 MR. GEORGE MARRON: Well, it wouldn't
11 be -- it wouldn't be a small matter to you because
12 you've conducted yourself always in a proper business
13 way you would have responded but now you're being
14 directed by the CAO, we're not going to respond and
15 it's not going to get in to some battle -- that's
16 where the term "battle" may have been used.

17 But some indication. So it's a --
18 basically a direction to you to not follow through in
19 the usual manner in which you would.

20 MS. SARA ALMAS: It was a -- it was at
21 that time a conscious decision and what -- what I mean
22 by that is -- is technically in his email he didn't
23 identify that I did provide legal advice. I -- I just
24 didn't like how he put interpretation or opinion. He
25 put in quotes "the wrong Act."

1 MR. GEORGE MARRON: Right.

2 MS. SARA ALMAS: But I knew that he
3 said that he wanted, you know, Brian Bentz and wanted
4 some comfort about this and I had indicated I wasn't
5 providing legal advise.

6 And if I had responded and copied
7 everybody and said this is not legal advice, he didn't
8 -- he didn't say in his email it was legal advice.

9 So it was kind of -- it was a decision
10 at that point that in hindsight it shouldn't have
11 mattered to me. It was -- it's more important that my
12 message gets across clear and if Paul Bonwick had to
13 go to a lawyer, Mr. Bentz question him, saying you
14 don't have the appropriate advice that I've asked you
15 to get, then it would been a trigger for him to go get
16 legal advice.

17 MR. GEORGE MARRON: Yeah.

18 MS. SARA ALMAS: That's kind of the
19 context.

20 MR. GEORGE MARRON: But -- but we're
21 were dealing with the Ontario Municipal Act, which is
22 so straightforward it's simple. I mean it sets out
23 the number of people and talks about a pecuniary
24 interest, direct or indirect. I mean it's pretty
25 simple stuff.

1 MS. SARA ALMAS: So the municipal
2 Conflict of Interest Act does have some complications
3 with it.

4 MR. GEORGE MARRON: Okay. I'm happy
5 to leave it at that. All right. All right. But the
6 reality is is that you didn't know, and I take it that
7 there's no note in the notes you made of the interview
8 that -- that you and Paul had, or the talk that you
9 had, there's -- there's no reference to Sandra Cooper.
10 There's no reference to the mayor, right?

11 MS. SARA ALMAS: Correct.

12 MR. GEORGE MARRON: So -- so you
13 didn't make any inquiry as to, well, does this
14 conflict of interest pertain to your sister, Sandra
15 Cooper, or does it pertain to the fact that you're
16 representing a company that -- and you got Ian
17 Chadwick, who's a member of Council on the Board, and
18 supposedly he's associated with you. I mean, we're
19 left with the notes that you have.

20 MS. SARA ALMAS: Correct.

21 MR. GEORGE MARRON: And in fairness,
22 you've been very straightforward. You said you made
23 these notes. This is a long time ago and you're
24 relying on the notes to refresh your memory, and I
25 would suggest you'd be relying on those fairly

1 heavily. Fair to say? You recall the incident but --

2 MS. SARA ALMAS: I can tell you -- I
3 can tell you that this matter, this specific matter
4 and email and conversation has come up over the last
5 seven (7) to eight (8) years on a number of occasions,
6 so it's not the first time I'm going back to it, and
7 as noted before, Mr. Bonwick is -- is prominent and I
8 do remember the conversation, so I'm pretty
9 comfortable in my notes and the conversation, and it
10 was relating to his sister's potential interest.

11 MR. GEORGE MARRON: Well -- well, of
12 course the difficulty with that -- and -- is that we
13 don't have any notes of any of these subsequent
14 involvements where you may have said something or
15 somebody may have said something to you and -- and --
16 and yet you have a sterling reputation. So -- but --
17 but that's -- sometimes it's not the evidence you
18 give, it's the fact of the omissions or the inability
19 to reproduce what was said.

20 So I take it you're not really relying
21 much on that? I mean, you got your notes from the 2nd
22 of June, and anything that's subsequent to that, well,
23 we can't make any inquiry of what it was or anything
24 of that sort, because it's not basically of any
25 relevance if something happen -- happened after the

1 fact, right? Long after the fact probably.

2 MS. SARA ALMAS: Sorry, can you
3 restate your question?

4 MR. GEORGE MARRON: Well, I might have
5 difficulty doing that --

6 MS. SARA ALMAS: Okay. Sorry, I'm not
7 sure --

8 MR. GEORGE MARRON: I don't think
9 proper --

10 MS. SARA ALMAS: -- how to respond --

11 MR. GEORGE MARRON: -- argument, in
12 any event, okay.

13 Okay. And you -- you were asked some
14 questions pertaining to Aird & Berlis and their
15 involvement. I actually did a head count of the
16 lawyers who purported to be associated with Aird &
17 Berlis, and I've got five (5) lawyers listed. I've
18 got Leo Longo, who everybody knows. He's been the
19 Town solicitor for a long time and I take it it was
20 Leo -- no, he wouldn't have -- was he the Town
21 solicitor in 2000 --

22 MS. SARA ALMAS: He was on retainer at
23 that point.

24 MR. GEORGE MARRON: He's had a pretty
25 steady run of it, right? And he still is, is he not?

1 Well, no, he's retired, that's right. He retired a
2 couple of years ago.

3 MS. SARA ALMAS: We have retained the
4 firm Miller Thompson now.

5 MR. GEORGE MARRON: Okay, all right.
6 And that's in the materials. I stand corrected.
7 There's John Mascarin. Now, from my review of the
8 materials, just in a general way, it seems that John
9 Mascarin and Leo Longo were -- were working basically
10 for the Town of Collingwood.

11 MS. SARA ALMAS: Yes.

12 MR. GEORGE MARRON: Okay. And then
13 we've got, as you indicated yesterday, Corrine
14 Kennedy and Ron Clark, and they're representing
15 Collus.

16 MS. SARA ALMAS: Right.

17 MR. GEORGE MARRON: And then I came
18 across an individual by the name of Scott Stoll, S-T-
19 O-L-L. Does that name ring a bell?

20 MS. SARA ALMAS: It doesn't ring a
21 bell, no.

22 MR. GEORGE MARRON: It's set out at
23 page 186 of the Foundation Document, but in any event
24 you had no involvement with him?

25 MS. SARA ALMAS: No.

1 MR. GEORGE MARRON: Okay. So -- so at
2 -- at best we've got four (4) lawyers who are actively
3 involved in this one (1) transaction. And so who's
4 representing who or who's doing what or where? I
5 mean, this is something that I'd suggest you'd
6 probably want to stay as far away from as you possibly
7 could, right?

8 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

9 MR. GEORGE MARRON: You're restoring
10 my faith. Okay. So when -- and when our
11 commissioner, Justice Marrocco, asked you a question
12 the other day, and I may not have this down verbatim,
13 but I took it with Aird & Berlis, whether you could
14 state that they agreed to acting for both the Town and
15 Collus and your -- was that -- that's what I recorded.

16 THE HONOURABLE FRANK MARROCCO: I
17 think, Mr. Marron, my question was whether Aird &
18 Berlis had ever agreed that they were acting for both
19 Collus and the Town.

20 MR. GEORGE MARRON: The Town. Yeah.
21 Exact -- yeah. I think I have the substance of that.
22 Okay. So thank you for that.

23

24 CONTINUED BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: And I have your --

1 your response as, "I don't think so." Now -- and you
2 indicated, I made a note of this, and it's sort of a
3 characterization of the manner in which you work, you
4 said that you work best in a collaborative role. And
5 wouldn't you agree with me that the same statement
6 would apply to Sandra Cooper?

7 MS. SARA ALMAS: Yes.

8 MR. GEORGE MARRON: I mean, what we
9 have here is we've got somebody who comes in to the
10 mayor's role, and the mayor's office, in December of
11 2010, so she's the mayor going forward, certainly from
12 January 2011, and she's had experience on Council but
13 she hasn't had experience as the mayor. And so I take
14 it that when it comes to the specifics of doing the
15 job, that she relied on -- on you and -- and she would
16 rely on CAO, Kim Wingrove, fairly significantly,
17 right?

18 MS. SARA ALMAS: Yes. We --

19 MR. GEORGE MARRON: What we're seeing,
20 and I'm sure you saw as well, when you review this
21 foundation brief, I mean, she relied on other people
22 to assist her with some correspondence.

23 MS. SARA ALMAS: I've seen that.

24 MR. GEORGE MARRON: Okay. And -- and
25 oftentimes the correspondence she received by way of

1 draft wasn't in any way altered other than the fact it
2 went out on the mayor's letterhead.

3 But would you agree with me, and this
4 is sort of a general question, and -- but you may wish
5 to respond or you may not, but would you agree with
6 me, when they came into office, they came in having
7 been able to obtain considerable public support for
8 their agenda? They were saying we have to get the
9 finances of the Town of Collingwood under control, and
10 the regime, if I could call it, that Council -- that
11 they took over from, had made some fairly significant
12 moves towards debt, incurring debt on behalf of the
13 Town of Collingwood?

14 MS. SARA ALMAS: I can't speak to
15 specifics on --

16

17 MR. GEORGE MARRON: No.

18 MS. SARA ALMAS: -- (UNREPORTABLE
19 NOISE).

20 MR. GEORGE MARRON: All right. Well,
21 I understood the debt when she came into office was
22 somewhere in the -- and there was some indication that
23 -- and there may have been exception taken to this by
24 Ed Houghton, there was some indication that the debt
25 in the Town of Collingwood when they came into office

1 in 2010, 2011, was somewhere in the neighbourhood of
2 fifty (50) million.

3 MS. SARA ALMAS: I can't confirm.

4 MR. GEORGE MARRON: Well, it was
5 somewhere in the documentation. I take it -- so -- so
6 they came in with a purpose and there seemed to be a -
7 - a determination to implement the reasons on which
8 they were elected -- seemed to be a determination to
9 do that. So -- and -- and as far as their counsel was
10 concerned, Sandra Cooper was the mayor, but we had
11 some pretty determined individuals on the Town
12 Council.

13 MS. SARA ALMAS: Yes, we did.

14 MR. GEORGE MARRON: If that a fair
15 description, determined?

16 MS. SARA ALMAS: I would absolutely
17 agree.

18 MR. GEORGE MARRON: Okay. So -- so
19 here we have a person who would, and did, I suggest,
20 take under advisement any of the comments or any of
21 the reasons put forth by the other Council members in
22 an attempt to get a clear course of action and go
23 forward basically with some determination and some
24 decision.

25 MS. SARA ALMAS: Different councils

1 function in different ways.

2 MR. GEORGE MARRON: Yeah, yeah. But -
3 - but this was apparent, I take it. It was sort in
4 the air, wasn't it, so to speak?

5 MS. SARA ALMAS: Sorry, I can't -- I
6 can't recollect in 2011 the strategic planning process
7 that we now have in place for that sort of purpose, so
8 I...

9 MR. GEORGE MARRON: Okay. Just
10 getting back to the events of June the 2nd, I mean,
11 now that it's all been put before you, the mayor was
12 approached, you were approached, I mean, there's
13 nothing sinister about this. I mean this is the way
14 people who conduct business, this is the way to check
15 back if there is a potential for conflict.

16 MS. SARA ALMAS: You're referring to
17 approach by Mr. Bonwick --

18 MR. GEORGE MARRON: And by the mayor
19 and what she did.

20 MS. SARA ALMAS: Yes.

21 MR. GEORGE MARRON: You'd anticipate
22 and expect this.

23 MS. SARA ALMAS: Yes. It wasn't
24 unusual to -- to have a conversation, have someone
25 come to me to ask those sorts of questions.

1 MR. GEORGE MARRON: Why -- why I ask
2 that is, you know, we -- we were given a -- what is --
3 is a witness statement of the anticipated evidence of
4 so the Witness, so I'm going to reference --

5 THE HONOURABLE FRANK MARROCCO: Mr.
6 Marron --

7 MR. GEORGE MARRON: Yes, Your Honour,
8 those statements are not intended to be used on
9 examination. They're confidential.

10 THE HONOURABLE FRANK MARROCCO: I -- I
11 think the approach we try to take, Mr. Marron, was
12 that they -- they wouldn't be used for cross-
13 examination. They would provide people with an
14 appreciation of what the Witness might say.

15 MR. GEORGE MARRON: Well, I -- I made
16 inquiry on that and I thought that what I was doing
17 was appropriate obviously or I wouldn't have done it.

18 THE HONOURABLE FRANK MARROCCO: And I
19 -- I don't want -- I don't want to exaggerate it, but
20 going -- but I want to establish on a going forward
21 basis that --

22 MR. GEORGE MARRON: Okay.

23 THE HONOURABLE FRANK MARROCCO: -- the
24 Witnesses have all been told that the anticipated
25 evidence was there for the purpose of disclosing to

1 the parties what the Witness would likely say, but
2 would not be used to cross-examine them.

3 MR. JOHN MATHER: And -- and -- and
4 just to add another point, they are Inquiry's
5 counsel's summaries of the anticipated evidence.

6 MR. WILLIAM MCDOWELL: Commissioner,
7 can I just speak to that briefly? I mean, I would
8 have thought, and you -- you'll direct us obviously,
9 but it's fair enough to say if -- if Ms. Jones were to
10 appear here and say "X," what would your position be
11 with respect to that, because this is the one (1)
12 opportunity that my friend has to put that question to
13 this Witness.

14 THE HONOURABLE FRANK MARROCCO: I
15 don't want the Witnesses cross-examined on the
16 statement. People know what's in the statement and
17 they can use that --

18 MR. WILLIAM MCDOWELL: Right.

19 THE HONOURABLE FRANK MARROCCO: -- to
20 formulate questions --

21 MR. WILLIAM MCDOWELL: Right.

22 THE HONOURABLE FRANK MARROCCO: -- to
23 get where they want to go. But -- but that isn't the
24 Witness's statement. It's counsel's attempt to
25 summarize what they think --

1 MR. WILLIAM MCDOWELL: Right.

2 THE HONOURABLE FRANK MARROCCO: -- the
3 Witness is going to say. And the Witness has been
4 told that the statement won't be used that way.

5 MR. WILLIAM MCDOWELL: No, and I
6 appreciate that. And, frankly, the Witness may turn
7 up and say something different, but it just seems to
8 me to be fair enough to say if it -- if it is
9 suggested later that 'X', what's your answer to that,
10 which isn't cross-examining --

11 THE HONOURABLE FRANK MARROCCO: Oh --

12 MR. WILLIAM MCDOWELL: -- on the
13 statement.

14 THE HONOURABLE FRANK MARROCCO: Oh,
15 oh. If it's put in -- in that fashion, that's fine.
16 That's just using the information in the statement --

17 MR. GEORGE MARRON: Correct.

18 THE HONOURABLE FRANK MARROCCO: -- to
19 formulate a question.

20 MR. GEORGE MARRON: Okay.

21 THE HONOURABLE FRANK MARROCCO: And
22 all I was trying to do was foreclose using it as
23 cross-examination; you said this before and now you're
24 saying this now.

25 MR. GEORGE MARRON: Okay, well --

1 THE HONOURABLE FRANK MARROCCO: That's
2 what I was trying to avoid.

3 MR. WILLIAM MCDOWELL: Yeah. Thank
4 you, Commissioner.

5 THE HONOURABLE FRANK MARROCCO: Thanks
6 for clarifying that, Mr. McDowell.

7 MR. GEORGE MARRON: I mean I'm -- I'm
8 familiar with the old principle and -- what's the
9 case, Dunn and -- Browne v. Dunn, and -- all right.
10 So then -- and of course I can always question the
11 Witness, but I -- I wanted to be fair to Ms. Almas and
12 to the Witness down the road if we're putting
13 something to them.

14 THE HONOURABLE FRANK MARROCCO: I
15 think a corollary to this is, it's the Witness's
16 evidence that we're going to rely on. It's not --
17 we're not going to -- we're not going to say that the
18 Witness said -- put something in that statement and --
19 and rely upon that as a basis for making a finding.

20 MR. GEORGE MARRON: Okay. Fair
21 enough. Thank you.

22

23 CONTINUED BY MR. GEORGE MARRON:

24 MR. GEORGE MARRON: Just -- just as
25 concerns your general relationship with Sandra Cooper

1 as mayor, and then specifically in this period of
2 time, I mean, I take it you had no difficulties with
3 her attendance? I mean, she had given up her day job
4 and was attending at the town hall and would be there
5 daily, unless in the event of illness, but --

6 MS. SARA ALMAS: Correct. Mayor
7 Cooper and I had a very --

8 MR. GEORGE MARRON: Yeah --

9 MS. SARA ALMAS: -- good, cordial,
10 professional relationship.

11 MR. GEORGE MARRON: Yeah, exactly.

12 And would it be fair to say she was doing the best she
13 could given her experience and given her background?

14 MS. SARA ALMAS: I -- I believe so.

15 MR. GEORGE MARRON: Thank you.

16

17 (BRIEF PAUSE)

18

19 MR. GEORGE MARRON: The good news is I
20 am winding down.

21

22 (BRIEF PAUSE)

23

24 MR. GEORGE MARRON: I take it -- and I
25 think we may have crossed this bridge, Ms. Almas, but,

1 I mean, you're attending on Council, you're in open
2 sessions, you're in camera. I take it that there was
3 a -- a deferential attitude that was always displayed
4 to Council by Sandra Cooper?

5 MS. SARA ALMAS: I'm sorry, can you
6 explain that?

7 MR. GEORGE MARRON: Well deferential
8 in the sense that, you know, if there was an
9 indication and it was voted, it went on, and it was
10 something had been determined, then life went on.
11 There was -- she was deferential to any decision that
12 would have been made, whether she agreed publicly or
13 otherwise in Council.

14 MS. SARA ALMAS: There was --

15 MR. GEORGE MARRON: 2010, 2012.

16 MS. SARA ALMAS: Within that time
17 period -- I don't recall anything that happened within
18 that time period.

19 MR. GEORGE MARRON: So -- so what
20 you're saying, you don't recall anything that would
21 fly in the face of --

22 MS. SARA ALMAS: right.

23 MR. GEORGE MARRON: -- of that sort of
24 thought or comment? Okay.

25 MS. SARA ALMAS: In -- in that

1 specific time period.

2 MR. GEORGE MARRON: Yeah. Yeah.

3

4 (BRIEF PAUSE)

5

6 MR. GEORGE MARRON: All right. Thank
7 you very much. Thank you, Your Honour.

8

9 (BRIEF PAUSE)

10

11 THE HONOURABLE FRANK MARROCCO: Who
12 did -- who did you agree would be next?

13 MR. TIM FRYER: Sorry, Judge Marrocco.
14 I understood when Inquiry Counsel McGrann first
15 outlined the order of cross-examination to us back
16 during our telephone conversation, I'd be the final
17 one (1) of the group.

18 And I had no problem with that because
19 that would provide me the opportunity to make as best
20 possible chance of where I would have minimal or no
21 questions at all, especially in cases like this one
22 (1) where it's a former colleague from when I worked
23 at the Town of Collingwood and -- and employee from
24 when I was on Council.

25 THE HONOURABLE FRANK MARROCCO: That -

1 - that may be. I think what we did say though was
2 whoever's -- whoever's witness it was would do cross-
3 examine last.

4 MR. TIM FRYER: Okay, so --

5 THE HONOURABLE FRANK MARROCCO: I
6 think we've sort of always taken that position.

7 The idea there is that since it's your
8 witness, and you go last, then if you're concerned,
9 not you personally, but if anyone of the counsel are
10 concerned that there's been some ambiguity or some
11 mistake or something that they want to go and correct,
12 they have the opportunity to do that because they hear
13 what everybody else asked the Witness and they hear
14 all the answers. That -- that's why we do that.

15 MR. TIM FRYER: Yes, Your Honour. I
16 did read the Rules of Procedure and -- and understood
17 that, but -- and then I recalled that Mr. McDowell
18 said yesterday that the agreement amongst us was that
19 he was going to go last. I thought he was referring
20 to when Mr. Watson asked about going first, and I had
21 put that back, that I -- I was going to be the -- the
22 final. So -- so just to be clear, Mr. McDowell is
23 indicating that Town counsel is counsel for Clerk
24 Almas?

25 MR. WILLIAM MCDOWELL: Correct, yes.

1 MR. TIM FRYER: Okay. So, and again I
2 apologize, but -- for this confusion. Maybe totally
3 my lack of understanding, but I was on a town council
4 that passed a staff report that stated that legal
5 counsel cannot represent employees or members of
6 Council. And this is nothing specifically about Clerk
7 Almas; this -- it only happens that she's the employee
8 that's here right now.

9 THE HONOURABLE FRANK MARROCCO: That's
10 not binding on me. I'm satisfied that she's here as -
11 - Ms. Almas is here as an employee of the Town,
12 testifying in response to a summons, and there's
13 nothing to prevent them from -- in their capacity as
14 Town counsel, from taking the view that they're here -
15 - that she's their witness. She's the Town's witness
16 and they represent the Town. I'm not going to spend
17 any more time on that. DO you want to ask any
18 questions?

19 MR. TIM FRYER: No. No, thank you,
20 because that's the ruling I was going to ask you for.
21 So I begin -- if it's okay, I'm -- I'll sit here
22 because I do have my notes on my computer and I'll be
23 very brief, and I am here --

24 THE HONOURABLE FRANK MARROCCO: My
25 question is, do you want to ask questions?

1 MR. TIM FRYER: Yes.

2 THE HONOURABLE FRANK MARROCCO: Go
3 ahead.

4 MR. TIM FRYER: Okay. And I just say
5 --

6 THE HONOURABLE FRANK MARROCCO: And
7 you can sit -- I see what you're saying. Yes, of
8 course you can sit there. Go ahead.

9

10 CROSS-EXAMINATION BY MR. TIMFRYER:

11 MR. TIM FRYER: Thank you, sir. Yes.
12 And -- and I'll just say to Clerk Almas that I
13 recognize she's been through quite a -- quite a
14 questioning, so I will try to be short. So it's just
15 a clarification, and actually, it'll involve the --
16 the July 31st letters that we've been through quite a
17 bit.

18 So the exhibit would be the CJI8820.
19 And I believe it's page 50.

20 THE HONOURABLE FRANK MARROCCO: Just
21 give us a sec till -- just wait until it comes up if
22 you're --

23 MR. TIM FRYER: Yeah. She'll be very
24 familiar with the -- this -- this is the shared
25 services agreement signators.

1 THE HONOURABLE FRANK MARROCCO: Is it
2 -- is that -- we -- we've got page 50, is that --

3 MR. TIM FRYER: Yeah, so -- so page 50
4 -- yeah, the -- if we just scroll down a little bit
5 more -- right there. Perfect.

6

7 CONTINUED BY MR. TIM FRYER:

8 MR. TIM FRYER: So this is just
9 reiterating some things that have been discussed
10 before. So it has the mayor and the clerk as
11 signators, which was granted by Council.

12 And I'll just ask Clerk Almas to
13 confirm that's not a rare occurrence for the clerk to
14 be notarizing major documents once Council has given
15 authority to the clerk?

16 MS. SARA ALMAS: As clerk, I am the
17 signatory for the Corporation, so that is correct.

18 MR. TIM FRYER: Yeah. But I think
19 from the comment you made just a little bit earlier,
20 in many cases, you would do that with discussion with
21 the CAO. I think you had referred to CAO Wingrove,
22 and you wouldn't sign something without making sure
23 you'd talked to her first?

24 MS. SARA ALMAS: Yes.

25 MR. TIM FRYER: Yeah. So -- so in

1 this time period, which is July, because you're
2 referring back to March, then, when -- when CAO
3 Wingrove was here, Mr. Houghton was both the CAO and
4 the CEO. And so not only did you have a bevy of
5 portfolios to deal with, but you also couldn't really
6 go to the CAO, because the -- he was acting as the
7 CEO, as we can see with the signator for Collus in
8 this particular agreement.

9 Would that be a safe statement?

10 MS. SARA ALMAS: That's correct.

11 Because at the time of signing this document, Ed
12 Houghton was the acting CAO.

13 MR. TIM FRYER: Yeah, and just because
14 -- because the question was raised, and you made the
15 comment that he'd be signing it as the person
16 responsible for the shared service agreement.

17 I -- there's a spot for another
18 signature. Any other person responsible would be --
19 have to have signed that, I would expect, right?

20 MS. SARA ALMAS: Sorry, I'm not --

21 MR. TIM FRYER: I -- I think the
22 question had been raised, were you aware of anybody
23 else who would be responsible for shared services, and
24 you had said, No. And -- on -- I'm just pointing out
25 here is there was another spot for a signature, but

1 there's no signature.

2 MS. SARA ALMAS: I see that there is
3 no signature.

4 MR. TIM FRYER: Okay. So if we could
5 go to paragraph 766 in the -- in the foundation
6 document.

7

8 (BRIEF PAUSE)

9

10 MR. TIM FRYER: So this is a part of
11 the coverage of the report from Miller Thomson that
12 you've spoken to a couple of times. And I refer to
13 the fact that it says within the body:

14 "With respect to the service
15 agreement, Miller Thomson concluded
16 there was a strong argument for the
17 service agreement between the
18 Collingwood Public Utilities
19 Commission and Collus PowerStream
20 dated January 1st, 2003 was still in
21 force, and that the July 31st, 2012
22 letter agreement did not amend the
23 terms of the service agreement."

24 Have -- have -- if I recall yesterday,
25 when you were speaking about the services agreements,

1 the work that you and John Brown were doing, you been
2 working towards new service agreements with the --
3 with Collus, and had encountered this letter late in
4 the proceedings?

5 MS. SARA ALMAS: There was work with a
6 number of staff that were working with the CAO, John
7 Brown, at the time, and --

8

9 (BRIEF PAUSE)

10

11 MS. SARA ALMAS: -- sorry. At -- at
12 the time, it was -- John Brown was initiating the
13 review, but there was other staff involved. And yes,
14 that's whenever this -- this letter came about.

15 MR. TIM FRYER: And do you recall that
16 Town Council had to be updated because this letter did
17 draw some confusion? In fact, that's why Miller
18 Thomson was asked for -- for review of it?

19 MS. SARA ALMAS: That's correct.

20 MR. TIM FRYER: Do you recall my
21 reaction to when it was brought to Council's
22 attention?

23 MS. SARA ALMAS: No, I do not.

24 MR. TIM FRYER: Okay, that's fine.

25 Those are all my questions, Your Honour. Thank you.

1 (BRIEF PAUSE)

2

3 CROSS-EXAMINATION BY MR. RYAN BREEDON:

4 MR. RYAN BREEDON: Ms. Almas, as you
5 know, one (1) of the objects of this Inquiry is to
6 make recommendations about changes going forward. And
7 yesterday, when Mr. Mather was asking you questions,
8 you touched on a number of the changes that have been
9 made from the 2011/2012 time period until today.

10 I'd like to start touching on some of
11 those. And I wonder if we could turn up the document
12 CJI10494.

13

14 (BRIEF PAUSE)

15

16 MR. RYAN BREEDON: Hopefully, I've got
17 the right number for it. And I -- I understand that
18 this is a document which you prepared in preparation
19 for giving evidence in this hearing to refresh your
20 memory as to a number of the changes that had been
21 made?

22 MS. SARA ALMAS: Yes. That is
23 correct.

24 MR. RYAN BREEDON: All right. And so
25 what we'll do is just walk through that. And as I

1 say, some of these, we've touched on, and some of them
2 we haven't.

3 So just dealing with the first item,
4 you noted under governance changes that the EMT was
5 disbanded?

6 MS. SARA ALMAS: That is correct.

7 MR. RYAN BREEDON: When did that
8 happen?

9 MS. SARA ALMAS: So it was in place
10 from roughly April/May of 2012 until April/May of
11 2013.

12 MR. RYAN BREEDON: The next item,
13 you've stated that -- or you've recorded that the
14 Council and governing -- or Council and committee
15 governance remodel happened. And perhaps you could
16 explain to Justice Marrocco what you meant by that.

17 MS. SARA ALMAS: Certainly. This was
18 a significant change for our Corporation. We didn't
19 have standing committees. So basically, we had
20 Council business appear before the public every Monday
21 evening for -- for a decision. So there was never any
22 advance notice to the public about matters that were
23 going to be decided.

24 So once John Brown, CAO at the time,
25 and myself embarked upon this governance review, we

1 looked at a number of different models and it was felt
2 best for the Corporation, and we're still using to
3 this day, was to have standing committees.

4 So basically, standing committees are
5 five (5) members of Council. And all staff reports,
6 materials, for the more -- most part are -- are all
7 vetted through the standing committee, and have a -- a
8 fulsome debate at the standing committee. And then a
9 week later, on some occasions, two (2) weeks later,
10 then it goes to Council for full and final
11 consideration.

12 So that gives the public more
13 opportunity to see the business that's happening
14 before our Council, and actually come, and attend, and
15 meet, questions, and -- and have debate. Also at the
16 standing committee, we don't require that you register
17 as a deputation. You can come, you can speak to any
18 matter that's on the agenda, which is something new.
19 So that's basically the basis for that piece.

20 MR. RYAN BREEDON: And when were those
21 changes made?

22 MS. SARA ALMAS: I believe that they
23 were in place 2014/'15.

24 MR. RYAN BREEDON: The next item on
25 the list is the implementation of a new purchasing

1 bylaw. And I believe Mr. Watson was asking you some
2 questions about that yesterday. When -- when did that
3 -- was that enacted?

4 MS. SARA ALMAS: As -- I believe that
5 was 2017 that we had that -- was put in place. I
6 actually should have put, hired the purchasing officer
7 -- or expert first, because it was her expertise that
8 helped put together a -- a more comprehensive --
9 comprehensive purchasing bylaw that we -- we have.
10 And within that purchasing bylaw speaks to, I believe,
11 asset disposal, too, as it did back in 2005. But
12 that's asset disposal, too, which is different than
13 the -- the company asset disposal that we're talking
14 about. So there still is some work that we -- we need
15 to -- to look at from that front.

16 MR. RYAN BREEDON: And this is an
17 update of the bylaw that we looked at in some detail
18 yesterday?

19 MS. SARA ALMAS: It's -- it's a whole
20 new bylaw.

21 MR. RYAN BREEDON: Yeah.

22 MS. SARA ALMAS: That 2006 one (1) was
23 -- yeah.

24 MR. RYAN BREEDON: A replacement of
25 the --

1 MS. SARA ALMAS: Yes.

2 MR. RYAN BREEDON: -- original
3 purchasing bylaw?

4 MS. SARA ALMAS: Yes.

5 MR. RYAN BREEDON: The next item on
6 your list is "changes to the code of conduct." Can
7 you describe what -- what changes were made to the
8 Code of Conduct?

9 MS. SARA ALMAS: Certainly. We --
10 during the Code of Conduct review we included the
11 issues of any sort of personal or private interest
12 relating to siblings, friends or associates. There's
13 more within that definition as well and any sort of
14 perception of undue influence on various matters, as
15 well as putting a specific provision for requiring
16 public input on a number of items that -- that
17 happened.

18 MR. RYAN BREEDON: What were those
19 changes made?

20 MS. SARA ALMAS: Roughly in that same
21 time period. Once the new Council was in place, they
22 started on working together with staff on a number of
23 these initiatives.

24 MR. RYAN BREEDON: Number 5 on the
25 list states that Board establishment bylaws require

1 that MSPs or local bird -- boards must adhere to Town
2 policies and bylaws.

3 What are MSPs, first of all?

4 MS. SARA ALMAS: That's a Municipal
5 Services Board. The reason why this came in to play
6 and ironically it's at the time of the sale
7 transaction that we are required to establish a
8 Municipal Services Board for water and wastewater.

9 At that time once the electricity
10 component became Collus PowerStream, and one (1) thing
11 that internal staff made sure of, primarily myself,
12 was that any of the establishing bylaws or rules of
13 protocol, how municipal board and Municipal Services
14 Boards were set up before didn't identify that they
15 had to adhere to any of our policies.

16 So, that is something that we do now
17 that ensures that everybody is using the same policies
18 and are following the open and transparent practices
19 that we have in place now.

20 MR. RYAN BREEDON: And Number 6, and
21 this is something that was touched on yesterday, is
22 the implementation of somebody responsible for records
23 management and Freedom Of Information Requests?

24 MS. SARA ALMAS: Right. As you can
25 see there is signification documents within a

1 corporation, and -- especially too around this time
2 frame we had a lot of -- a lot of requests. We
3 continue to as, you know, personal privacy and
4 protection of privacy continues to be a significant
5 issue, as well as ensuring that our -- our records are
6 fully managed and maintained in a -- in an accessible
7 way; that's been a great benefit to the Corporation.

8 MR. RYAN BREEDON: And when -- when
9 did that take place?

10 MS. SARA ALMAS: I believe that was
11 2015 or '16. It was a little bit later so I should
12 clarify that these are not in chronological order.

13 MR. RYAN BREEDON: Number 7 states
14 that IT services were brought in-house.

15 MS. SARA ALMAS: Certainly since
16 Collus PowerStream transition happened, there was a
17 lot of discussion about who actually has access and
18 control to our Municipal electronic information.

19 We -- we now take that -- we have that
20 in house and we our own staff that' responsible for
21 the custody, control and security of our IT access and
22 infrastructure.

23 MR. RYAN BREEDON: Number 8 states
24 that Council and in any camera meeting presentation
25 material is now being managed by clerk services with

1 something called the TOMRMS electronic records system.

2 MS. SARA ALMAS: So that is
3 municipally recognized coding system within the
4 municipal government in Ontario.

5 So this ensures that all meeting
6 material, if they are not provided to us directly,
7 that individual departments actually provide all the
8 presentation meeting material within a file on our
9 server so then it's easily accessible. It's always
10 there. If there's any question about what material
11 was provided during any sort of presentation, it's --
12 it's all there together, as well as ensuring any hard
13 copies that we do receive. So if anybody attends a
14 meeting a deputation and distributes information, that
15 all that -- that information is contained and retained
16 together.

17 MR. RYAN BREEDON: Number 9 says
18 closed meeting investigator retained. Was it that?

19 MS. SARA ALMAS: So that became a
20 requirement of the provincial government for having
21 the ability for a member of the public if they
22 questioned any reason why a municipal council went in
23 -- in closed session or in camera session, so they
24 could apply to an independent body to provide their
25 question or concern, and it could be investigated

1 independently.

2 MR. RYAN BREEDON: Number 10, says
3 brought water, wastewater boarding in house and then
4 you've made some additional changes.

5 Could you explain that?

6 MS. SARA ALMAS: Certainly. So the
7 whole Collus Utility Services Board and the water,
8 wastewater, and how it functioned was all a very grey
9 area within the Municipality before. We didn't -- as
10 you can see through this whole transaction, it was
11 mainly carried by Collus rather than actually the
12 Town. Even the Town was a hundred percent owner of
13 the company.

14 So whenever -- as soon as it was -- it
15 was August of 2012 they had to establish a new water
16 wastewater board. It was under review actually by
17 some independent consultants retained by the Town and
18 it was recommended that that board actually report as
19 part of the Town of Collingwood.

20 So they would have their meetings and
21 all their information would be provided over Collus
22 PowerStream. We had pretty arm's-length participation
23 with them at that time and then during this
24 consultant's review we brought it in house. We had
25 the meetings here. I became responsible as the

1 recording secretary for their functions and ensuring
2 that procedurally things were managed in -- in
3 compliance with our policies since we put that in --in
4 their new establishing bylaws.

5 So it was a pretty significant change.
6 However, from there, once we established the standing
7 committee structure now all of the water wastewater
8 components are all -- all form part of the portfolio
9 of the development and operations standing committee.

10 MR. RYAN BREEDON: Number 11 states
11 that there was a realignment of positions and
12 relationships between the Town and Collus.

13 MS. SARA ALMAS: Certainly since there
14 was a number of these shared services that happened
15 whether formally or informally with the Town and
16 Collus, once the new company was established Collus
17 PowerStream, the Town pursued looking at ensuring
18 those realignments were appropriate.

19 So Brian Macdonald even though he was
20 employee under -- not the Town of Collingwood. I
21 can't say for sure which entity it was. Not the Town
22 of Collingwood. We brought him back in because he
23 was providing employee services that was manager of
24 Public Works at that point.

25 IT services, again, the realignment

1 that we took that in house, again, that ties in with
2 the server hosting and all the IT infrastructure and
3 then we also obviously made the change whenever the
4 acting CAO, Ed Houghton left his role as acting CAO.
5 He also left eventually his role of the Public Works
6 Executive Director position and remained with Collus
7 PowerStream as CAO.

8 So, there was a whole lot under his
9 portfolio as well at certain points so now we make
10 sure that there's appropriate alignment of duties.

11 MR. RYAN BREEDON: Okay. We'll do one
12 (1) more of these before we get to a time for our
13 lunch break.

14 Number 12 is a realignment of the clerk
15 duties. And you testified yesterday about -- in some
16 detail about the portfolio that you had back in 2011
17 and 2012. And you had touched on that that has
18 changed to some degree. Perhaps you could elaborate
19 on that a little bit?

20 MS. SARA ALMAS: It has changed
21 significantly since that time and it's been
22 progressively changed throughout various service level
23 reviews and -- and departmental reviews that have
24 happened.

25 Most significantly up until March of

1 this -- this year, so I'm no longer responsible for
2 bylaw enforcement, and all control parking program and
3 enforcement. That's right, there is some clerical
4 typos in here I see. Crossing guard, insurance risk
5 management, nonprofit housing, easements,
6 encroachments and supervision of the Town Hall
7 custodian was my responsibility. I co-administered
8 tax sales; now only the treasurer does.

9 Administered the facility key program
10 and employee phone list. Now IT and HR do. All the
11 corporate communications, policies and medias were
12 under my direct responsibility. Now e have the
13 communications officer.

14 I do continue to have oversight. I was
15 responsible for all our tender and RFT openings, the
16 Town hall renovations, restorations, cleaning was all
17 my responsibilities. Sign per administration, Collus
18 PowerStream Board Director/Co-chair. I was
19 responsible for land acquisitions. Now Planning is
20 responsible. And delegate authority to my deputy --
21 or my coordinator of clerks services to officiate
22 weddings because I do officiate weddings. It's one
23 (1) of the best jobs that I have. I wish I could do
24 that permanently.

25 A recording secretary, attending all

1 Council and committee meetings to assist with
2 recording of -- of our meetings.

3 So it's changed drastically and
4 primarily because there is, you know, such
5 significance in -- in legislation in accountability
6 right now that I think our current CAO, you know, has
7 the foresight to see where we were and where we want
8 to go. So I'm looking forward to that.

9 Do you want me to touch on a few of
10 these others?

11 MR. RYAN BREEDON: No -- well, one (1)
12 second. So, Your Honour, it's now one o'clock. I'm
13 happy to press on but if it since is an appropriate
14 time to break.

15 THE HONOURABLE FRANK MARROCCO: No, I
16 think a break -- we'll break for lunch. There's no
17 need to rush through it because of some artificial
18 deadline. We'll just take lunch till 2:15.

19 MR. RYAN BREEDON: Thank you.

20

21 --- Upon recessing at 1:01 p.m.

22 --- Upon resuming at 2:17 p.m.

23

24 CONTINUED BY MR. RYAN BREEDON:

25 MR. RYAN BREEDON: Could we have that

1 document back up, CJI10494. All right so before the
2 break we were reviewing this document and you were
3 telling us about the changes that had been made this
4 time and I just want to finish this topic off before
5 we move to things that may be more interesting to
6 people in the room.

7 Number 13 is an annual employee
8 performance management system. What is that?

9 MS. SARA ALMAS: So, before that time
10 there was no formal evaluation of employees with
11 respect to set goals that they provided in advance in
12 which manager or supervisor, CAO had an opportunity to
13 review to set goals for various -- for all staff
14 member and then a mechanism to see if they perform in
15 accordance with that.

16 So it was a comprehensive program that
17 was put in place with -- following -- I believe
18 actually it was actually was implemented in 2014.

19 MR. RYAN BREEDON: And then the next
20 item which maybe touches on that also is refining HR
21 policies?

22 MS. SARA ALMAS: Yes. So we had our
23 HR manager at the time, and continuing with our new HR
24 manager with the Corporation, we've identified various
25 policies that we didn't think were sufficient

1 including areas of conflict, areas of ethics actually
2 as well, and gift registry, or any sort of
3 compensation or gift that was provided to members of
4 staff. Now staff are responsible to report that
5 information as well.

6 MR. RYAN BREEDON: The next item is
7 live streaming of all Council and standing committees.
8 That's --

9 MS. SARA ALMAS: Again, as another
10 accountability measure, we've implemented live
11 streaming of all Council meetings. In addition to the
12 Rogers' coverage that is provided we've recently added
13 standing committees to what's provided live stream.
14 The information is available also after the meeting so
15 I shouldn't just say live stream. It is reported and
16 available afterwards.

17 And I should note as well because I
18 don't note in this document that as mentioned
19 yesterday, we do audio record currently the in camera
20 minutes -- or meetings as well until further
21 discussions occur on that.

22 MR. RYAN BREEDON: And those are just
23 archived somewhere?

24 MS. SARA ALMAS: Correct.

25 MR. RYAN BREEDON: All right. The

1 next item is number 16, changes to the procedural
2 bylaw and what is this?

3 MS. SARA ALMAS: So the procedural
4 bylaw is the bylaw that governs the proceedings of
5 meetings of Council, standing committees, as well as
6 our advisory committees and boards.

7 And there has been a number of changes
8 but, again, there was a lot of question regarding
9 should matters be going in camera through the various
10 -- I guess it primarily came up during the election
11 about the number of in camera meetings that Council
12 has and how is that determined whether Council is
13 following the appropriate exemptions to go in camera
14 under the Municipal Act.

15 And so now I provide in the resolution
16 before they go in camera confirmation that I have
17 reviewed what the matter is, and I believe that is
18 compliant with the Municipal Act.

19 MR. RYAN BREEDON: Okay, thank you.
20 Can we go to next page, please. Under number 17 you
21 have a number of changes relating to Bill 68 and
22 you've touched on this in your evidence already.

23 Perhaps you could just summarize
24 briefly.

25 MS. SARA ALMAS: Certainly. So

1 there's been a number changes since Bill 68. So the
2 biggest obviously is the introduction of an integrity
3 commissioner and that's responsible for the code of
4 conduct, as well as the Municipal Conflict of Interest
5 applications. They provide advice and education to
6 members of Council or the public. They investigate
7 any sort of inquiry. Again, it's all independent.

8 And again, this was beneficial to
9 municipalities across the province, most specifically
10 to -- to members as now they don't have to seek their
11 own and pay their own legal advice that they have that
12 advice readily available for them.

13 Other changes that were incorporated
14 that the Municipality did were actually very
15 progressive when I brought forward this report in 2000
16 -- I believe it was early '17. We implemented an
17 alternate County Council member immediately. We
18 didn't wait until the required time for consideration,
19 as well as implemented electronic meeting
20 participation. We require written declarations for
21 Municipal Conflict Of Interest Act matters, as well as
22 that registry is posted publicly on our website.

23 We didn't wait until the March 2019
24 deadline to have that implemented. And we have the
25 Council staff relation policy, which is another

1 important document.

2 MR. RYAN BREEDON: And then you've
3 told us about communications officer being hired in
4 2015. Number 19 says that you've implemented and
5 approved a community engagement strategy.

6 MS. SARA ALMAS: Yes.

7 MR. RYAN BREEDON: What is that?

8 MS. SARA ALMAS: So basically, it
9 provides guiding principles on engaging the community
10 in various Council decisions and activities in -- in
11 moving the community forward in trying to meet our
12 various strategic goals or if information comes up, it
13 provides a document on what the public should expect
14 on whether they're being informed or consulted or
15 empowered.

16 There's various components to it, but I
17 think throughout, especially the remainder of the
18 Inquiry, I believe that -- that that strategy has been
19 an important piece, as well as our communication
20 protocol that was actually implemented more recently.
21 I believe it was actually 2018.

22 MR. RYAN BREEDON: Okay and what is
23 the communication protocol?

24 MS. SARA ALMAS: It sets guidelines on
25 who acts as the spokesperson for various instance --

1 instances -- sorry, instances that we -- we deal with.
2 So whether it's a decision of Council, whether it's
3 something that has come up, whether it's some
4 information that needs to be shared. So, it's a flow
5 through from whether it's the Mayor, whether -- what a
6 member of Council can say, what the CAO says, what a
7 department head says or any other staff that might
8 have information pertaining a piece of communication
9 that needs to get out to the public.

10 MR. RYAN BREEDON: Okay. Number 20,
11 you've indicated that there was a new process
12 implemented for the sale of the remaining share, and
13 maybe you could just at a high level talk about the
14 difference in the process that was adopted.

15 MS. SARA ALMAS: So certainly.
16 Throughout my time here on -- as -- as a witness.
17 I've indicated at that time, you know, things weren't
18 terribly alarming. I knew the processes whatnot, but
19 having, you know, the experience of going through that
20 and having that opportunity, there was a number of
21 changes that we had implemented during the new sale
22 for the process.

23 Again, throughout the entire process
24 both the Municipal solicitors and the energy
25 solicitors were involved. And again there were two

1 (2) --two (2) separate firms. With support from staff
2 and Council being apprized at all the various
3 junctures of what was going on.

4 The public was fully aware that the
5 Town was issuing the RFP regarding the remaining share
6 sales prior to the RFP being issued. And I note
7 actually in this evidence, I noted that the Collus
8 staff weren't advised about the RFP until the
9 strategic -- or until the RFP was actually already
10 released and -- and I believe that to be factual, but
11 that's -- that's one (1) piece that I just -- just --
12 I qualify that I believe that there's evidence in --
13 in our documents that -- that would confirm that.

14 Regardless, the public wasn't even
15 advised that an RFP was -- was even issued or that the
16 RFP had closed until it had actually closed. And
17 again, as I said, the public was aware we were issuing
18 the RFP early. They knew that we were proceeding on
19 with EPCOR and that -- one (1) thing is, again, we
20 sold what we said we were going to sell. So the top
21 bidder actually was interested in negotiating
22 additional services and Council confirmed publicly
23 that they were not selling any other services as they
24 weren't part of this RFP.

25 All agreements were prepared. And this

1 is significant. All agreements were prepared and
2 negotiated between the lawyers and staff and Council
3 were presented with all the information before the
4 bylaw was even passed regarding the authorization of
5 the final transaction.

6 And the bylaw that -- the bylaw
7 included that any provisions/closing adjustments or
8 anything that may be required, we did include a
9 provision in there that said to the satisfaction of
10 the solicitor.

11 MR. RYAN BREEDON: Thank you. Item 21
12 talks about the proposed implementation of a lobbyist
13 registry.

14 MS. SARA ALMAS: Yes, so there was a
15 staff report presented in 2018 identifying various
16 accountability and transparency mechanisms that were
17 brought forward from notice of motion and then a
18 Council motion at the time that was introduced by the
19 now mayor.

20 However, part of that was the
21 investigation into a lobbyist registry and I think as
22 you'll continue throughout your proceedings that you
23 will -- I think this would be extremely beneficial for
24 the Corporation and having these conversations
25 actually before we've even knew of the documents when

1 they -- they came out. The CIO had talked about this
2 realignment in establishing an accountability officer
3 that would make this something that we could
4 definitely implement because before then we basically
5 didn't have the capacity.

6 So that's something that once we have
7 this individual in place we'll put forward the staff
8 report and we -- hopefully Council will favourably
9 consider the proposal to have a lobbyist registry.

10 MR. RYAN BREEDON: And why do you say
11 that in your opinion a lobbyist registry would be of
12 value to the town?

13 MS. SARA ALMAS: I think that would
14 clearly identify whenever there's any sort of external
15 interest in having any sort of contact with whether
16 it's a Town employee, or whether it's -- it's a
17 sitting member of Council or a local board, that it's
18 clearly identified that there is an interest that they
19 want to pursue with the Town. So it's available
20 publicly and -- and individual can see that.

21 MR. RYAN BREEDON: Item 22 states and
22 now you've touched on this earlier that there is now
23 an attendance and voting record database on the
24 website?

25 MS. SARA ALMAS: Yes, we maintain for,

1 again, openness and transparency of how there was a
2 Council vote database that includes the attendance and
3 voting records.

4 MR. RYAN BREEDON: Item 23 discusses
5 the authorization of executions of agreements.
6 Perhaps you can explain what -- what you're talking
7 about here.

8 MS. SARA ALMAS: Certainly. This is
9 relevant to -- to the information that I shared and
10 the information that we've seen in what's been
11 presented over the last day and a half.

12 So we rarely -- at the time we -- it
13 was more common to ex -- execute or authorize a bylaw
14 without having the actual final form of the agreement
15 present for members of Council to see.

16 Now, we try to encourage even for our
17 various planning agreements, any sort of agreement,
18 we'd like to have the full final form ready and
19 available and it's presented so Council knows what
20 they're agreeing to before that bylaw is actually
21 executed.

22 And we do include in it that -- a
23 provision that it is to the CAO's and/or solicitor's
24 satisfaction if there happens to be any requirement
25 for any potential amendments to how that functions and

1 it would never -- it would never be a politician.

2 MR. RYAN BREEDON: Why is that?

3 MS. SARA ALMAS: Because they -- a
4 politician individually cannot make a decision.

5 MR. RYAN BREEDON: Item 24 discusses
6 BMA reports. First of all, what is a BMA report?

7 MS. SARA ALMAS: So BMA is an
8 independent firm that does financial analysis of
9 various municipalities. So there -- as discussed
10 briefly today about depositions. There was a lot of
11 ambiguity and where we sat financially, especially in
12 comparison to other comparator or municipalities
13 within the province and so now this actually provides
14 more clear understanding of -- of where the Town sits
15 financially so then they can make more prudent
16 financial decisions.

17 MR. RYAN BREEDON: All right. And
18 then lastly item 25 says that the Town has implemented
19 best practices, such as communications and instruction
20 with lawyers go through the CAO or responsible
21 department head.

22 And why was that change made?

23 MS. SARA ALMAS: I think, as you can
24 see in the document, there appeared to be some
25 instruction from the -- at the time politicians

1 directly speaking with a lawyer to say when and when
2 they can't be involved in -- in -- when and when they
3 can or should be involved in -- in the discussion and
4 -- and really that is a role through the
5 administration to -- to have that conversation with --
6 with the solicitor.

7 MR. RYAN BREEDON: Okay, thank you.
8 I'm going to ask that this document be marked as the
9 next exhibit.

10 THE HONOURABLE FRANK MARROCCO: Yes.

11 MR. RYAN BREEDON: Thank you.

12 THE HONOURABLE FRANK MARROCCO: So
13 ordered.

14

15 --- EXHIBIT NO. 28: CJI0010494

16

17 CONTINUED BY MR. RYAN BREEDON:

18 MR. RYAN BREEDON: I just wanted to
19 now turn to a couple of smaller matters that arose
20 from your examination with Mr. Mather yesterday.
21 First of all, there was some discussion about the
22 Town's knowledge of Mr. Chadwick's role at Compenso
23 Communications.

24 And you testified yesterday that the
25 staff had raised some questions about his role and

1 that you had -- you or somebody had raised or had gone
2 on to the Compenso website to determine his
3 involvement. You recall that?

4 MS. SARA ALMAS: Yes.

5 MR. RYAN BREEDON: Okay. Do you
6 recall who had raised those concerns with you?

7 MS. SARA ALMAS: No and I don't know.
8 I think, collectively, a number of department heads
9 knew about it and it would only truly matter to
10 department heads. So, I don't know whether the
11 conversation came up at one (1) of those meetings or
12 it was brought to -- I'm not sure how it got to our
13 attention but we didn't realize that there was a
14 relationship between the Company and the Councillor
15 until that time.

16 And I remember doing a search and -- to
17 determine because someone said -- pointed it out that
18 it was on -- there was information on the website and
19 I believe it was during that timeframe.

20 MR. RYAN BREEDON: Okay. And do you
21 recall what the concerns were about this connection?

22 MS. SARA ALMAS: I -- I think there
23 was a few -- I think it wasn't a necessary concern,
24 but interest. So maybe "concern's" not the correct
25 word, but knowing that the role that Compenso

1 Communications played in the community, knowing the
2 member of Council's role with the Municipality,
3 obviously, that that relation between the mayor and --
4 and the Councillor there's -- there's -- just the
5 dynamics of it I guess was -- was the items of
6 interest.

7 MR. RYAN BREEDON: And other than
8 looking on the website, are you aware of any steps
9 that were taken as a result of this?

10 MS. SARA ALMAS: I -- I don't believe
11 so.

12 MR. RYAN BREEDON: The next thing I
13 wanted to touch on was some evidence that you gave
14 yesterday about behaviour which you described as
15 bullying. And you testified that, in your opinion,
16 Mr. Lloyd and Mr. Chadwick had bullied Ms. Wingrove.

17 Do you recall that?

18 MS. SARA ALMAS: M-hm.

19 MR. RYAN BREEDON: Mr. Mather asked
20 you a number of questions about what you meant by that
21 and it maybe just me but it wasn't entirely clear.

22 So I'm just wondering, can you explain
23 what you meant by that or what raised that concern?

24 MS. SARA ALMAS: During the
25 conversation being questioned by Mr. Mather yesterday,

1 he asked if it was in the form of, you know, raised
2 voices or -- and I can confirm that those two (2)
3 individuals wouldn't raise their voice. They had very
4 -- very subtle ways of getting their points across in
5 knowing that, you know, they were expecting some --
6 some action.

7 And it -- it was just -- I believe in -
8 - in my perception that there was this bullying and --
9 and intimidating factor that was occurring.

10 MR. RYAN BREEDON: Was -- was there
11 specific behaviour that caused you to have some
12 concern?

13 MS. SARA ALMAS: I know because -- I
14 know because members -- members of Council would have
15 offhand remarks or comments to me that were not --
16 like, outside of the Council Chambers, if we met to
17 discuss a matter or they chair something or any sort
18 of side comment -- and I wish I could go back and, you
19 know, quite often, even through email communications
20 you could see the form of conversation and how it
21 happened.

22 So in retrospect, you know, to bring
23 that up I should show you exact proof of that
24 information. I can only say, you know, subsequent to
25 that you can see through, for example, Councillor

1 Chadwick's blog, you know, that's -- that's the form
2 that he follows within his blog. It's -- it's a --
3 you know, uses that kind of tactic and that was the
4 kind of tone that was used throughout this time
5 period.

6 MR. RYAN BREEDON: And when you say
7 "that kind of tactic," what do you mean?

8 MS. SARA ALMAS: Just the style of
9 writing that he uses and -- and the information that
10 he has, and maybe not understanding the full picture
11 before he would communicate matters.

12 MR. RYAN BREEDON: You testified that -
13 - that these two (2) gentlemen, it wasn't typical for
14 them to be raising their voices.

15 We're there ever raised voices during
16 Council meetings, do you recall that?

17 MS. SARA ALMAS: There's always
18 occasion for raised voice.

19 MR. RYAN BREEDON: And what about in
20 the closed sessions? Are things any different?

21 MS. SARA ALMAS: There -- there was on
22 occasion, you know, some heated debate. I don't
23 specifically recollect any -- well, I shouldn't say
24 that. Or -- or when we're speaking specifically to
25 this time period --

1 MR. RYAN BREEDON: Yes.

2 MS. SARA ALMAS: I -- I can recollect
3 specifically.

4 MR. RYAN BREEDON: All right. I want
5 to turn now to the meeting with Mr. Bonwick, which
6 we've heard a fair bit about. And I won't get into
7 the semantics of whether it was a thorough briefing or
8 not. Yesterday, Mr. Mather took you to Mr. Bonwick's
9 retainers agreement with the Paris agreement, and I
10 wonder if we could turn that up. It's A-L-E-1-9-2.

11 All right. And can you scroll down.
12 Keep going. Okay. So stop there. So, Mr. Mather
13 took you, I believe, to scope of work section in this
14 document and I'm correct, your evidence was that Mr.
15 Bonwick did not review the scope of work or the
16 content of the scope of work in his discussion with
17 you as to what his involvement was with PowerStream.

18 MS. SARA ALMAS: I think some of the
19 bullets speak to some of the items that I think for
20 further down, I think it talked about --

21 MR. RYAN BREEDON: Go down a bit
22 further.

23 MS. SARA ALMAS: Right. Strategic
24 advice for Lanes Communications was something that we
25 talked about. And -- and I don't specifically

1 remember the other items.

2 MR. RYAN BREEDON: All right. And
3 then, similarly, you are taken to the section at
4 methodology and deliverables, and I believe your
5 evidence yesterday was that in the large, this wasn't
6 discussed either. Is that fair?

7 MS. SARA ALMAS: Correct. It was a
8 very -- the -- the conversation with more broad-based,
9 you know, working with, with the region within Simcoe
10 County and the CHEC group of companies, Collus being
11 one (1) of them. You know, this is what their company
12 does, so it was pretty, it was -- it was more general
13 along that basis.

14 MR. RYAN BREEDON: Okay. And can we
15 keep scrolling down, please? Going. All right, so
16 stop there. Now the terms section, this -- this
17 agreement provides an initial term of 90 days, which
18 can be extended.

19 Did Mr. Bonwick discuss that with you?

20 MS. SARA ALMAS: No.

21 MR. RYAN BREEDON: Okay. Under the
22 fees section, which is the next section, you'll see
23 that Compenso Communications was to be paid \$10,000
24 per month, plus another \$1,000 for out-of-pocket
25 expenses. Did Mr. Bonwick disclose that to you?

1 MS. SARA ALMAS: Definitely not.

2 MR. RYAN BREEDON: Okay.

3 MS. SARA ALMAS: And then, just scroll
4 down a little bit more. Under the disclosure section,
5 you'll see in the third sentence. It provides that,
6 with respect to any authorized activity on
7 Powerstream's behalf relating to Collus Power, Mr.
8 Bonwick represents and warrants that he has disclosed
9 the scope of his services and his retainer by
10 Powerstream to the mayor and the clerk of the Town of
11 Collingwood. See that?

12 Did Mr. Bonwick ever disclosed to you
13 either in this meeting, or subsequently, the full
14 scope of this retainer agreement?

15 MS. SARA ALMAS: No, he did not.

16 MR. RYAN BREEDON: And do you know
17 whether he disclosed it to the Mayor?

18 MS. SARA ALMAS: Only from -- from the
19 evidence that I've seen.

20 MR. RYAN BREEDON: Do you have any
21 personal knowledge other than what the documents say?

22 MS. SARA ALMAS: No.

23 MR. RYAN BREEDON: Okay. Thank you.

24 MS. SARA ALMAS: And I didn't -- I
25 didn't -- I didn't, I wasn't aware that my information

1 provided to him was going to form part of a formal
2 retainer agreement.

3 MR. RYAN BREEDON: Now, you've touched
4 on the information that you did provide to Mr. Bonwick
5 in the meeting and the subsequent email
6 correspondence, I don't intend to go over that again.
7 If Mr. Bonwick had disclosed to you that he was
8 engaged by Powerstream to assist in the potential
9 acquisition of Collus Power, would that have impacted
10 your response to him when he met with you or when he
11 subsequently sent those emails?

12 MS. SARA ALMAS: I think -- I think it
13 would have. An acquisition of a company that's worth
14 millions of dollars is different than doing a PR
15 communications piece. So regardless that the
16 conversation was focussed on whether he has -- his
17 sister would have an interest related to him in the
18 Municipal Conflict of Interest Act, obviously, that
19 would still remain in effect -- in effect because the
20 Municipal Conflict of Interest Act still was relating
21 to siblings whether it was -- sorry, did not relate to
22 siblings, regardless of what the proposal was.

23 But I -- I think I would have been much
24 more cognizant of everything around me with
25 Powerstream and the issue with the valuation, the

1 issue with the strategic partnership. I believe that
2 I probably would've acted different at that time.

3 MR. RYAN BREEDON: And what would you
4 do differently?

5 MS. SARA ALMAS: I -- I think
6 definitely I would have of if -- if it ended the same
7 and he sent an email, I would definitely say I'm not
8 providing legal advice on this. And this is
9 significant and you should seek your own legal advice
10 and most likely too, I would make ensure that the
11 mayor was aware that I was approached because not
12 necessarily do siblings talk to each. And have a
13 conversation with the mayor and say, just so you know,
14 your brother came to me, indicated that this was
15 happening. Obviously, I would have to disclose to Mr.
16 Bonwick that I would be not comfortable having this
17 conversation without ensuring that his sister was
18 fully apprised as well.

19 But I -- I think in hindsight, I would
20 have done a lot of things different, so.

21 MR. RYAN BREEDON: Now you were asked
22 yesterday by Mr. Mather, a number of questions about
23 the matters that start at paragraph 479 of the
24 foundation document. The -- and so if we scroll down
25 a little bit this is a section dealing with an email

1 exchange between Mr. Longo and Mr. Lloyd and others,
2 relating to what advice Mr. Longo was able to provide.

3 And Mr. Mather asked you -- had you
4 confirm that you were not copied on those emails.
5 Correct?

6 MS. SARA ALMAS: I believe.

7 MR. RYAN BREEDON: The emails, maybe
8 we should turn that up. This is a CJI6303. Yes.
9 Sorry, on page 10 please.

10 So if you can -- if you can just scroll
11 down to the start of this email chain. I think that's
12 it there. So this is an email chain which we'll walk
13 through. It starts with an email from Mr. Longo to
14 Mayor Cooper and Deputy Mayor Lloyd on January 16,
15 2012. See that? Okay. And you, obviously, weren't
16 copied on this.

17 MS. SARA ALMAS: Correct.

18 MR. RYAN BREEDON: Were you sent a copy
19 afterwards?

20 MS. SARA ALMAS: I can't recollect off-
21 hand if I was or not.

22 MR. RYAN BREEDON: And -- and there's
23 a long chain of these emails, so we can go through
24 them all. But do you know were you ever sent a copy
25 of this chain of emails?

1 MS. SARA ALMAS: I -- I know that I
2 have -- I had seen these emails, yes.

3 MR. RYAN BREEDON: When?

4 MS. SARA ALMAS: Mr. Longo provided me
5 with a copy of -- of the emails.

6 MR. RYAN BREEDON: In 2012 or at a
7 subsequent time?

8 MS. SARA ALMAS: At a subsequent time.

9 MR. RYAN BREEDON: Okay, do you know
10 when that was?

11 MS. SARA ALMAS: No. Not during the
12 2012 time period.

13 MR. RYAN BREEDON: There -- there was
14 some that arose later in 2015 when Mr. Brown was CAO.
15 Would it have been at that time?

16 MS. SARA ALMAS: It could have been.
17 Yes.

18 MR. RYAN BREEDON: All right. Do you
19 know why Mr. Longo did not copy Ms. Wingrove on this
20 email?

21 MS. SARA ALMAS: No, I do not.

22 MR. RYAN BREEDON: Okay. And can we
23 scroll up? So there's a response from Mayor Cooper.
24 And were you consulted by any of this at the time?

25 MS. SARA ALMAS: No.

1 MR. RYAN BREEDON: Can we keep
2 scrolling up please? So sorry, just keep going.
3 Okay, so just stop there. So you'll see now on the --
4 there's a back and forth that we don't have to go
5 through. On the 15th, Mr. Longo sends another email
6 in this chain. And this time he has added Mr.
7 Houghton and Mr. -- Ms. Garen. Do you -- do you know
8 why Mr. Longo added Mr. Houghton to this chain?

9 MS. SARA ALMAS: I do not know why.

10 MR. RYAN BREEDON: And -- and you were
11 not discussing any of this with any of these
12 recipients at the time?

13 MS. SARA ALMAS: No.

14 MR. RYAN BREEDON: Thank you. The --
15 maybe if we can turn up now, it's a document from the
16 closing book. It's called the closing agenda.
17 Although I think it's in more than one (1) place. The
18 one (1) I have is CPS6970 page 505. It arises in
19 response to a question that you were asked by Justice
20 Marrocco as to whether Aird and Berlis ever
21 acknowledged that they were acting for both the Town
22 and Collus.

23 Do you recall this document?

24 MS. SARA ALMAS: Scroll.

25 MR. RYAN BREEDON: You have to keep

1 small.

2 MS. SARA ALMAS: I'm sorry, can you
3 just scroll back up.

4

5 (BRIEF PAUSE)

6 MS. SARA ALMAS: I don't recall this
7 document specifically --

8 MR. RYAN BREEDON: Sure.

9 MS. SARA ALMAS: But, I can read it.

10 MR. RYAN BREEDON: Okay. So, if you
11 could go back to the first page, you'll see that the
12 parties to the -- and this is one (1) of the thousands
13 -- or hundreds of pages of closing documents.

14 The parties are identified and the Town
15 is described as being the vendor. You'll see that.
16 And Collus is Collus. And various other corporations
17 are so defined. And then if we can go down to the
18 next page, you'll see that on this document, at least,
19 counsel for the Corporation, the vendor, Collus and
20 Solutions, all of those entities are described as Aird
21 and Berlis, do you see that.

22 MS. SARA ALMAS: M-hm.

23 MR. RYAN BREEDON: And then there's a
24 list of the lawyers and I think it was Mr. -- it was
25 either Mr. Chenoweth or Mr. Marron earlier today, sort

1 of walk you through who was doing what. And I
2 believed you testified that Mr. Clark and Ms. Kennedy
3 were the lawyers for Collus and Mr. Longo and Mr.
4 Mascarin were the lawyers for the Town. Is that
5 right?

6 MS. SARA ALMAS: So Ron Clark and
7 Karine Kennedy were representing Collus through the
8 transaction piece of it. Ali Along and John Mascarin
9 were retained by the Municipality to be our Municipal
10 solicitors, not specific to this project.

11 MR. RYAN BREEDON: But you understood
12 at the time that they were -- the Town's solicitors
13 with respect to this project, as well as other things.
14 Is that right?

15 MS. SARA ALMAS: Correct.

16 MR. RYAN BREEDON: Okay. And who was
17 responsible for instructing the Town's lawyers at this
18 time?

19 MS. SARA ALMAS: Generally, the
20 instruction would go through similar to now, go
21 through the CAO or the responsible department head.

22 MR. RYAN BREEDON: Okay. And then -- I
23 just want to touch on one (1) of the last topic. You
24 testified earlier today that you were surprised by the
25 decision to proceed with a 50-50 partnership?

1 MS. SARA ALMAS: Correct.

2 MR. RYAN BREEDON: Yes. Why is that?

3 MS. SARA ALMAS: From -- from a
4 business sense, a governance sense.

5 MR. RYAN BREEDON: Can you just
6 explain why -- why you say that?

7 MS. SARA ALMAS: Generally from the
8 governance sense, because it's the same as why we
9 don't have a council with even numbers. All councils
10 are made up of odd numbers, so there's -- there's --
11 there's always, you can't be on a deadlock all the
12 time.

13 MR. RYAN BREEDON: Somebody has to have
14 the deciding vote?

15 MS. SARA ALMAS: That's right.

16 MR. RYAN BREEDON: Okay, thank you.
17 Thank you very much. Those are my questions.

18 MR. JOHN MATHER: No re-examination,
19 Your Honour.

20 THE HONOURABLE FRANK MARROCCO: Ms.
21 Almas, before you leave, I am concerned about the
22 draft minutes from the in camera meetings. You
23 obviously have a copy of those minutes, and that's
24 fine.

25 I just want to make sure that we do.

1 So, I was wondering if you could -- if you could share
2 your copy with my counsel. We'll try to find them in
3 the database just to make sure that we actually have
4 those draft minutes.

5 MS. SARA ALMAS: Certainly. I looked
6 at break as well and it looks like we -- we -- they
7 were in the file that should have been sent. So my
8 Deputy Clerk has put them together and I have now
9 electronically that I can send to Inquiry counsel.

10 THE HONOURABLE FRANK MARROCCO: That's
11 fine. That would be very helpful. Then we'll do a
12 search for them and make sure we have them.

13 MS. SARA ALMAS: Perfect.

14 THE HONOURABLE FRANK MARROCCO: Thank
15 you

16 MS. SARA ALMAS: Thanks.

17 THE HONOURABLE FRANK MARROCCO: And
18 thank you for your evidence.

19 MS. SARA ALMAS: Thank you, Your
20 Honour.

21

22 (WITNESS STANDS DOWN)

23

24 MS. KATE MCGRANN: Our next witness
25 will be Kim Wingrove.

1 THE HONOURABLE FRANK MARROCCO: Just
2 come over here, Ms. Wingrove.

3

4 KIMBERLY ANN WINGROVE, Sworn

5

6 EXAMINATION-IN-CHIEF BY MS. KATE MCGRANN:

7 MS. KATE MCGRANN: Good Afternoon, Ms.
8 Wingrove.

9 MS. KIMBERLY WINGROVE: Good
10 afternoon.

11 MS. KATE MCGRANN: Ms. Wingrove, you
12 were CAO from September 2009 until April 2012,
13 correct?:

14 MS. KIMBERLY WINGROVE: Correct.

15 MS. KATE MCGRANN: I'm just going to
16 quickly walk through your education and work
17 background. You have a Bachelor's in Adult Education
18 from Brock University?

19 MS. KIMBERLY WINGROVE: Correct.

20 MS. KATE MCGRANN: You have a Masters
21 in Leadership Studies from Guelph University?

22 MS. KIMBERLY WINGROVE: Yes.

23 MS. KATE MCGRANN: Would you walk us
24 through your work background in public service please?

25 MS. KIMBERLY WINGROVE: I will, Your

1 Honour. I had a long career with the Province of
2 Ontario. I was at one (1) point in charge of
3 information technology and customer service for four
4 (4) provincial ministries. I was the Director of
5 Rural Programs for the Ministry of Agriculture, Food
6 and Rural Affairs and I was the director of regional
7 economic development with the Ministry of Municipal
8 Affairs and Housing at the time I was recruited to
9 this position.

10 MS. KATE MCGRANN: Would you give us
11 some information about your recruitment to the
12 position of CAO for the Town of Collingwood?

13 MS. KIMBERLY WINGROVE: I was
14 contacted by the firm Odgers Berndtson in the summer
15 of 2009 and asked about my interest in a position with
16 the -- with the CAO's position with the Town of
17 Collingwood. My immediate response to them was that I
18 was not a municipal CAO.

19 They explained to me that they were
20 looking for someone with a broad skill set, and
21 someone who could help the Town in moving forward with
22 their economic development endeavours. I said I would
23 think about it. I considered it.

24 At the time, I -- I was raising my
25 children, and I was also -- I had offices across the

1 Province. I was away from home a great deal, and when
2 I considered the position, I thought the opportunity
3 to be in a place would provide benefits to my family
4 and I.

5 MS. KATE MCGRANN: And you are
6 currently the CAO of Grey County?

7 MS. KIMBERLY WINGROVE: That's
8 correct.

9 MS. KATE MCGRANN: And you've held
10 that position for three point five (3.5) years --

11 MS. KIMBERLY WINGROVE: Yes.

12 MS. KATE MCGRANN: -- three and a half
13 (3 1/2) years?

14 MS. KIMBERLY WINGROVE: Yes.

15 MS. KATE MCGRANN: During the time
16 that you were the CAO for the Town of Collingwood,
17 what did your role involve?

18 MS. KIMBERLY WINGROVE: As the Chief
19 Administrative Officer of a municipality, you are the
20 one (1) employee who responsible -- who reports
21 directly to Council, and then the remainder of the
22 staff in the municipality should report back through
23 your office.

24 MS. KATE MCGRANN: During the period
25 between 2010 and April 2012, could you describe what

1 your workload was like?

2 MS. KIMBERLY WINGROVE: It was very
3 challenging to keep up with the volume of work,
4 especially given the fact that I was, you know, new
5 into the CAO role and new into the community. So I
6 had a tremendous amount to learn. But I feel I was
7 very committed to learning that and -- and being a
8 successful CAO.

9 We lost our human resources manager
10 prior to my commencing my duties, and then not long
11 after, the treasurer became ill, and I needed to pick
12 up those duties as well. Staffing was a challenge,
13 and we did our best, I think, as a team to try and
14 fill the gaps.

15 MS. KATE MCGRANN: Turning to the work
16 that you did with Council during the period between
17 2010 and April 2012, would you explain to us what your
18 responsibilities were with respect to working with
19 Council?

20 MS. KIMBERLY WINGROVE: The role of
21 the CAO in working with Council should be one (1) of
22 providing advice, and guidance, hearing their
23 instructions, their policy direction, working with
24 staff to ensure tho -- that -- that direction is
25 carried out in an -- an efficient and effective

1 manner. This was a -- a challenging role to play at
2 that time in the Town of Collingwood.

3 MS. KATE MCGRANN: Can you explain to
4 us why it was challenging?

5 MS. KIMBERLY WINGROVE: The
6 relationship that I had with Council is not what I
7 wouldn't consider the norm, in that -- I guess to put
8 it quite bluntly, I -- I did not feel that there was a
9 -- a great deal of respect for me or my office.

10 Many of the staff who had been there
11 for a very long time, Council felt quite comfortable
12 in going and working directly with those staff, and it
13 -- it was only through the relationships I had with
14 the staff directly that I would then be informed of
15 direction, or -- or decisions taken.

16 MS. KATE MCGRANN: When you took the
17 job, what was your expectation with respect to how
18 Council would communicate their directions and what
19 they wanted staff to do?

20 MS. KIMBERLY WINGROVE: In my
21 experience with the province where I had worked with
22 many municipal councils and had observed many
23 municipalities undertaking their business, the -- the
24 norm was that it was a collaborative arrangement that
25 the relationship between the mayor and the CAO was of

1 -- of paramount importance. There needs to be a level
2 of trust and respect there for -- for both of their
3 offices, and I'm sad to say that I did find that
4 absent most specifically when Mayor Cooper assumed the
5 -- the role of -- of mayor.

6

7

(BRIEF PAUSE)

8

9

THE HONOURABLE FRANK MARROCCO:

10 They're -- they're -- they were having some difficulty
11 hearing you say that you were having some difficulty.

12

MR. GEORGE MARRON: Yes, thank you.

13

THE HONOURABLE FRANK MARROCCO: Ms.

14 Wingrove, can you --

15

MS. KIMBERLY WINGROVE: I will do my

16 best.

17

THE HONOURABLE FRANK MARROCCO: --

18 just try to speak more --

19

MS. KIMBERLY WINGROVE: I will.

20

THE HONOURABLE FRANK MARROCCO: --

21 into the microphone?

22

MS. KIMBERLY WINGROVE: Yes.

23

24 CONTINUED BY MS. KATE MCGRANN:

25

MS. KATE MCGRANN: I'd like you to

1 give us some more information about the process by
2 which Council makes directions or makes decisions and
3 then communicates them to staff. Is it the case that,
4 or was it the case during the 2010 to 2012 period that
5 a councillor on their own initiative could make a
6 decision and go and give direction to you or other
7 staff members or does the Council then make a decision
8 as a whole and then that decision would be carried
9 out?

10 MS. KIMBERLY WINGROVE: Again if I
11 may, I will speak to what I consider best practice and
12 the norm in municipalities, where there is a -- a
13 foundational strategic and operating plan that sets
14 out the direction for the municipality and its
15 priorities. From that, staff's role is to provide
16 information, research, analysis, and information in
17 the form of staff reports that go forward to Council
18 for their consideration.

19 They may ask questions of clarification
20 or send reports back for additional work, but on each
21 of those staff reports is a recommendation from the
22 staff based on their best information, and Council
23 takes a decision to either accept staff's
24 recommendation, turn it away, or make amendments to
25 it. But that process, where there are staff reports

1 that are publicly available, they go out on an agenda,
2 the public has an opportunity to -- to see those and
3 attend Council or ask to make a delegation with regard
4 to those is -- is the common practice.

5 What I experienced in my role here is,
6 in the absence of established and published
7 priorities, initiatives would come forward that I was
8 informed required immediate action, even though it was
9 not -- it was not clear to me how they came to rise to
10 the top of a very large pile of priorities, but that
11 was the -- the direction that, you know, certain
12 things needed to be attended to, they needed to be
13 attended to immediately, and so we were creating the
14 reports in response to that direction that had been
15 given and then we would go forward from there. So it
16 was a little bit out of sequence, if -- if I may.

17 MS. KATE MCGRANN: Is there anything
18 else that you'd like to tell us about your working
19 relationship with Council before we turn to look at
20 individual working relationships?

21 MS. KIMBERLY WINGROVE: My
22 relationship with Council, and -- and I do want to
23 clarify that in both Councils that I worked with here
24 in Collingwood, there was a bit of split, that groups
25 of folks seem to work -- groups of councillors seem to

1 work better together or -- or not, as the case may be.
2 It was a -- a difficult challenge to try and -- and
3 bridge those divides. It was always my hope that --
4 that there would be solid discussion and deliberation
5 at the table so that when a decision was finally
6 taken, everyone could feel confident that it had been
7 fully discussed and considered. That was not the case
8 in -- in many occasions. Things came and went from
9 the Council agenda with -- with very little
10 discussion, and -- and that's always concerning as a
11 CAO.

12 Most of the time I simply felt that we
13 were there to -- to do Council's bidding as staff
14 without as much regard for -- for due process as what
15 I was used to when I was working at the province.

16 MS. KATE MCGRANN: Turning to your
17 working relationship with Mayor Cooper during the
18 period between 2010 -- December 2010 and April 2012,
19 would you describe what your working relationship with
20 her was like?

21 MS. KIMBERLY WINGROVE: If I -- I
22 think the word that comes most immediately to mind is
23 awkward or -- or stilted. Certainly I had had some
24 hope that we could establish a good working
25 relationship. Unfortunately that was not to be. I

1 did not feel that we had the kind of fulsome
2 conversations about issues and initiatives that really
3 are the hallmark of a solid CAO-mayor relationship.
4 She clearly favoured Mr. Houghton over myself and
5 would -- would defer to him or have sought his counsel
6 prior to speaking with me, at which time I would
7 simply receive direction.

8 MS. KATE MCGRANN: When you say you
9 would simply receive direction, what did that look
10 like?

11 MS. KIMBERLY WINGROVE: That a
12 particular course of action or a particular initiative
13 needed to -- to happen, and so it was -- I -- I always
14 took it as -- as my role then to work with staff to
15 make sure that things were followed up and moved
16 along, which is entirely appropriate, except when
17 there was a question in my mind about the underlying
18 rationale for the -- the request at all.

19 MS. KATE MCGRANN: I'm going to ask
20 you this question generally, but if reference to a
21 specific example would help you answer it, I encourage
22 you to -- to make reference to one (1). What would
23 you do if you had a question in your mind about the
24 underlying rationale for directions you had received
25 from the mayor?

1 MS. KIMBERLY WINGROVE: I would --
2 because it was necessary to provide that rationale to
3 some extent in the staff report, I would ask for
4 clarification or a rationale, and I would get
5 something to some degree. It was often very thin and,
6 you know, the strategy that I employed as I got to --
7 more used to this working relationship, was one (1) of
8 going to speak with department heads who had a much
9 longer tenure and more experience with some of the --
10 the issues of the Town who could then maybe provide
11 more background as to what this might be all about.

12 MS. KATE MCGRANN: I'd like to turn
13 now to talk about your working relationship with
14 Deputy Mayor Lloyd. Would you tell us what your
15 working relationship with him was like?

16 MS. KIMBERLY WINGROVE: Deputy Mayor
17 Lloyd spoke to me when it was necessary for him to
18 speak to me. He would, again similar to the mayor,
19 provide some explicit instruction about a particular
20 course of action. I -- I was very uncomfortable with
21 Deputy Mayor Lloyd. I had seen him be not kind to
22 people and that was a concern.

23 MS. KATE MCGRANN: When you say that
24 he would speak to you when necessary, what do you mean
25 by that?

1 MS. KIMBERLY WINGROVE: I knew that
2 when Deputy Mayor Lloyd showed up in my office, it
3 wasn't to ask how my weekend was. He was quite
4 direct, and he didn't very often come to speak with me
5 face to face. More often than not I would be the
6 recipient of an email asking a question or providing
7 instruction.

8 MS. KATE MCGRANN: When he did come to
9 speak with you, what kind of things to come speak to
10 you about?

11 MS. KIMBERLY WINGROVE: Planning
12 matters, decisions that were coming before Council,
13 discussions about -- about the people associated with
14 particular matters. I was on a number of occasions at
15 the Town reprimanded for speaking with a -- a member
16 of the public who had an interest in a matter. It was
17 -- it was very difficult because I feel very strongly
18 that I am a public servant and it's my role to provide
19 and understand insight from a variety of stakeholders
20 if I'm going to be able to ensure that staff reports
21 have the appropriate level of detail.

22 MS. KATE MCGRANN: When you say that
23 you were reprimanded, who were you reprimanded by?

24 MS. KIMBERLY WINGROVE: By either
25 Mayor Cooper or Deputy Mayor Lloyd.

1 MS. KATE MCGRANN: You said that you
2 would be reprimanded for speaking with members of the
3 Council --

4 MS. KIMBERLY WINGROVE: With members
5 of the community.

6 MS. KATE MCGRANN: Sorry, with the
7 public. My fault, I apologize. What was the nature
8 of the reprimand? You were told that you shouldn't be
9 speaking to them; were you give any more information?

10 MS. KIMBERLY WINGROVE: I was told
11 that I -- I wasn't to be speaking with those people,
12 that that was -- there would be things, like it was
13 not my role to be undertaking those conversations or
14 that it wasn't appropriate or that I knew full well
15 what Council direction was on a particular matter, so
16 to entertain these conversations was perceived to be
17 going against the will of -- of Council, but on a
18 number of occasions these were not matters that had
19 even come before Council yet, so that was challenging.

20 MS. KATE MCGRANN: I'm going to
21 paraphrase what you've said so far, and you can let me
22 know if you're -- if it's not accurate, but you've
23 identified concerns that I would describe as due
24 process concerns and communication concerns that you
25 experienced in your working relationships with Council

1 as a whole and -- and the specific members we've
2 discussed so far. What steps did you take during the
3 period between December 2010 and April 2012 to try to
4 address those concerns?

5 MS. KIMBERLY WINGROVE: Being a new
6 CAO, I -- I did want to take responsibility for my own
7 actions and to try and ensure that I was doing the
8 best possible job. I reached out to my colleagues at
9 the Province, I reached out to colleague CAOs to the
10 Municipal Administrators Association, to have some
11 conversations with them about what their experience
12 was, and so that I could kind of compare it to my own.
13 I did -- I did try to understand how I could do better
14 and how I could better understand where Council was
15 coming from on -- on matters. I certainly -- I felt a
16 great deal of responsibility that it was important for
17 me to -- to make this work as best I could and -- and
18 I tried to listen more and to ask more questions.

19 MS. KATE MCGRANN: And did you feel
20 that your efforts were successful?

21 MS. KIMBERLY WINGROVE: No. In fact I
22 think over time that it only got worse.

23 MS. KATE MCGRANN: What you've
24 described so far about your working relationship with
25 Council and -- and your experiences there, how did

1 that impact your ability to do your job?

2 MS. KIMBERLY WINGROVE: Perhaps to my
3 detriment. I came here hoping that this would have
4 been a very positive move for my family. To not have
5 the incessant travel would have meant that I could
6 have more balance in my life.

7 Unfortunately, what came to pass was
8 that this position became all-encompassing. As was
9 noted earlier, the -- the Council agenda would come
10 out on Thursday evening, which meant that the entire
11 weekend sometimes was spent responding to questions
12 and/or criticisms from various members of Council.
13 Councilor Chadwick was a very significant critic of
14 me, and to almost -- he spent a lot of time just
15 sending me emails and asking for clarification and
16 critiquing my work.

17 MS. KATE MCGRANN: And how did that
18 affect the work that you were doing for the Town?

19 MS. KIMBERLY WINGROVE: In the CAO's
20 role, it's really important that you are able to
21 maintain strategic perspective. You need to have
22 oversight over all the different parts of the
23 municipality. You're working with the staff, hoping
24 to coach and mentor them, as well as listening to
25 members of the public, as well as, you know, moving

1 forward Council's agenda.

2 When you are subsumed with what often
3 felt like -- like heavy criticisms and concerns, it
4 prevented you from -- from, I think, maintaining that
5 strategic outlook and being able to maybe take a hold
6 of new initiatives and move them forward in -- in a
7 way that -- that I certainly wanted to.

8 MS. KATE MCGRANN: If Council are
9 doing something that you had concerns with, did you
10 feel during the period between December 2010 and April
11 2012 that they would listen if you raised your
12 concerns?

13 MS. KIMBERLY WINGROVE: There were
14 members of Council, specific members of Council, that
15 I could sometimes reach out to. There were members of
16 -- of the public who were at times, you know,
17 providing their insight and I -- and I would hear
18 that. I'm sorry, can you just restate that question
19 again, please?

20 MS. KATE MCGRANN: Yes, I can. In
21 your role as CAO, if you saw something that Council
22 was doing that you thought required your advice,
23 information you could give them, if you felt that they
24 were heading in the wrong direction, for example, did
25 you feel that you could freely give them your advice

1 and your views and that they would be listened to?

2 MS. KIMBERLY WINGROVE: In the time
3 that I was there, certainly there were issues or
4 initiatives where I did that, and depending on the
5 issue, that could either be well-received or not. The
6 challenge was at times to know the difference between
7 initiatives where my input and professional expertise
8 would be well-accepted and other times where it was
9 clear that I'd stepped on a landmine and really my
10 opinion or -- or advice was not welcome.

11 MS. KATE MCGRANN: It sounds to me
12 like you're saying that Council's reaction to your
13 efforts to provide them with assistance was an
14 unpredictable situation for you. Is that fair?

15 MS. KIMBERLY WINGROVE: That's
16 entirely correct.

17 MS. KATE MCGRANN: Turning from the
18 work you did and the relationships you had with
19 Council during the December 2010 to April 2012 period
20 to your relationships with staff.

21 What staff positions reported to you?

22 MS. KIMBERLY WINGROVE: The department
23 heads all reported to my office, with the exception of
24 the unique circumstances of Mr. Houghton.

25 MS. KATE MCGRANN: Would you explain

1 what you mean by unique circumstances?

2 MS. KIMBERLY WINGROVE: Mr. Houghton
3 had responsibilities to Collus and reported to the
4 Collus Board of Directors. In addition, he, as the
5 Director of Public Works, seemed to have a matrix sort
6 of relationship with the Public Utility Services
7 Board, as well as to myself through the Town. It was
8 made abundantly clear to me very early on in my time
9 with Collingwood that Mr. Houghton would not report to
10 me, and when I raised that with Mayor Carrier and --
11 and again with Mayor Cooper, I soon learned that that
12 was not going to change.

13 MS. KATE MCGRANN: How was it made
14 clear to you that Mr. Houghton would not be reporting
15 to you?

16 MS. KIMBERLY WINGROVE: Well, Mayor
17 Cooper was clear with me that it was not the CAO's
18 role to concern herself with the work of or
19 deliberations of the Public Utility Services Board.

20 MS. KATE MCGRANN: Was anything else
21 done to -- I'm thinking about Mr. Houghton's role as
22 the Executive Director of Public Works. I understand
23 that that encompasses more responsibility than the
24 Public Utility Services Board. Can you -- was it the
25 case that you understood that he wasn't going to be

1 reporting to you in his role as Executive Director of
2 Public Works?

3 MS. KIMBERLY WINGROVE: Mr. Houghton
4 did not -- the situation was that it was his direction
5 and his responsibility to undertake the activities
6 within that department, so while there was a -- a
7 veneer, if I can say that, of -- of him and that
8 department being part of the town and that, you know,
9 they were -- they were part of budget deliberations,
10 they brought staff reports forward to Council the same
11 as all of the other departments did, but, you know,
12 the -- the -- from a strategic planning perspective,
13 from just a day-to-day awareness perspective, that
14 communication was absent. I was informed of things
15 when in Mr. Houghton's opinion I needed to be informed
16 of things, but for the most part, no.

17 MS. KATE MCGRANN: What steps did you
18 take, if any, to try to establish or understand the
19 reporting relationship that you were to have with Mr.
20 Houghton?

21 MS. KIMBERLY WINGROVE: Again, normal
22 practice, the CAO has one-on-one meetings with all of
23 the department heads on a regular basis where you can
24 discuss the work that's under way and also work that's
25 planned for the future.

1 I scheduled those meetings, or my
2 secretary did, with Mr. Houghton. He would very
3 frequently either not show up or have his secretary
4 phone and advise, sometimes in fifteen (15) minutes,
5 that he was simply too busy to attend and -- and so
6 that the conversation wouldn't happen, and -- and this
7 would go on month after month.

8 MS. KATE MCGRANN: Just for the sake
9 of clarity, you referenced normal practice of regular
10 meetings with department heads, you talked about
11 trying to schedule meetings with Mr. Houghton.

12 Is the Executive Director of Public
13 Works position a department head position?

14 MS. KIMBERLY WINGROVE: Yes.

15 MS. KATE MCGRANN: Other than trying
16 to schedule meetings with Mr. Houghton, did you take
17 any other steps to try to address the issues that you
18 were experiencing in your working relationship with
19 him?

20 MS. KIMBERLY WINGROVE: I think within
21 the first three (3) months of my joining the Town, I
22 was more or less at my wits end. I felt as though I
23 had done something wrong and I couldn't figure out
24 what that was. I confronted him directly about what
25 exactly was the problem that we couldn't have better

1 communication.

2 I was -- I think I expressed at the
3 time that I just wanted to do my job, and he -- he
4 just -- he wasn't having it. It was like he was angry
5 with me from the time I started there and -- or
6 resented my presence. I know that -- I can't say
7 that. What I can say, I -- I often felt that he
8 considered me very much inferior and really not worth
9 his time.

10 MS. KATE MCGRANN: The face-to-face
11 discussion that you described, do you remember when
12 not discussion took place?

13 MS. KIMBERLY WINGROVE: As I say, it
14 was very early in the time that I joined the Town, so
15 if I came in September, this would have been, you
16 know, in probably late October, early November.

17 MS. KATE MCGRANN: Do you remember
18 where that discussion took place?

19 MS. KIMBERLY WINGROVE: We were
20 actually -- the Planning offices used to be adjacent
21 to the town hall, and I met him outside of those
22 offices and asked if we could talk, that -- that this
23 was, you know, very upsetting to me that we couldn't
24 seem to connect or communicate.

25 MS. KATE MCGRANN: And was it the case

1 that the -- the discussion just took place then --
2 there and there, outside of the building?

3 MS. KIMBERLY WINGROVE: M-hm, because
4 I think I asked for -- if we could get down and -- and
5 talk this through. That meeting never came to
6 fruition.

7 MS. KATE MCGRANN: Was anybody else
8 present for that conversation?

9 MS. KIMBERLY WINGROVE: Not that I
10 recall, no.

11 MS. KATE MCGRANN: And then after that
12 that you continue to try to schedule meetings with him
13 in the manner that you scheduled meetings with your
14 other department heads?

15 MS. KIMBERLY WINGROVE: Yes, and I --
16 you know, it became clear that the email was perhaps a
17 more effective method of -- of asking a specific
18 question and -- and getting a specific answer.

19 MS. KATE MCGRANN: And did you find
20 that through your email communications you were able
21 to achieve what -- what you wanted to achieve with Mr.
22 Houghton?

23 MS. KIMBERLY WINGROVE: No. I always
24 felt that I was one (1) step behind. I -- I never
25 felt that I was getting a -- a full story of things,

1 that he would tell me exactly as much information he
2 thought I needed to know.

3 MS. KATE MCGRANN: Other than what
4 you've described, did you do anything else to try to
5 improve your working relationship with Mr. Houghton?

6 MS. KIMBERLY WINGROVE: Only that I --
7 I am not someone who wanted to hold grudges or be in
8 any way mean or vindictive to anyone. I just kept
9 trying.

10 MS. KATE MCGRANN: And how did what
11 you have described to us about your working
12 relationship with Mr. Houghton effect the job that you
13 were trying to do for the Town of Collingwood?

14 MS. KIMBERLY WINGROVE: Well, in all
15 municipalities there are very few initiatives that are
16 undertaken that are the sole purview of one (1)
17 individual department in isolation. Most of the
18 things, you know, impact or require the input of
19 multiple departments.

20 Public Works and Planning really are --
21 and also Finance, are places that need to be in
22 inextric -- inextricably linked to -- to one (1)
23 another and moving forward together, so when I was not
24 privy to all of the information about a particular
25 initiative, that made it challenging for me to be able

1 to have the most effective conversations with the rest
2 of the -- the department heads.

3 So you can see that it can then -- then
4 problems would arise and problems that could have or
5 should have been prevented or headed off beforehand,
6 and then again I would feel that that would reflect
7 poorly on my performance because as the CAO I should
8 have been working with the department heads to make
9 sure that these things were addressed.

10 MS. KATE MCGRANN: Did it impact your
11 confidence level in your ability to do the job?

12 MS. KIMBERLY WINGROVE: Absolutely.
13 I doubled down to -- to try and, you know, read more,
14 study more, investigate more, so that I could be more
15 effective. Probably within -- I was there a little
16 bit more -- over a year, and it -- it finally took a -
17 - took a toll on my health and I ended up in intensive
18 care for a little while, and -- but I was committed
19 and I -- I came back to work with the IV line in my
20 arm and -- and tried to, you know, keep on going
21 because I felt such a strong -- and I still feel such
22 a strong responsibility to the people of the Town and
23 to the staff that reported to me.

24 THE HONOURABLE FRANK MARROCCO: I
25 think -- I think what I'm going to do is -- we

1 typically break at 3:30, so we'll break now for
2 fifteen (15) minutes.

3

4 --- Upon recessing at 3:30 p.m.

5 --- Upon resuming at 3:57 p.m.

6

7 CONTINUED BY MS. KATE MCGRANN:

8 MS. KATE MCGRANN: Could we put
9 TOC50223 up on the screen and scroll down to the
10 bottom of the page, please. Great. 50223.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: Could you scroll to
15 the bottom, please, and scroll up a bit. A little bit
16 further. Perfect.

17

18 This is June 16th, 2011, email from
19 Sandra Cooper to Town Councillors with a copy to you.

19 It says:

20

"Good morning, members of Council.

21

I have asked CAO Ms. Wingrove to put

22

our strategic planning session on

23

hold."

24

Do you remember receiving this email?

25

MS. KIMBERLY WINGROVE: Yes, I do.

1 MS. KATE MCGRANN: I'd ask that this
2 email be marked as the next exhibit.

3 THE HONOURABLE FRANK MARROCCO: Yes.

4 THE REGISTRAR: Exhibit 29.

5

6 --- EXHIBIT NO. 29: TOC0040223

7

8 CONTINUED BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: So Mayor Cooper has
10 written:

11 "I have asked CAO Ms. Wingrove to
12 put our strategic planning session
13 on hold."

14 What was the strategic planning
15 session?

16 MS. KIMBERLY WINGROVE: Again, I would
17 consider it best practice that, in a new term of
18 Council, you would want to -- especially if there had
19 been some significant turnover in that Council, that
20 you would want to bring the members together to either
21 update or create anew a strategic plan that provided
22 both for Council and for the public and staff the
23 priorities for that term of Council.

24 MS. KATE MCGRANN: Were you told
25 before this email that this session -- oh, let me --

1 let me start this way actually. What's -- what's the
2 strategic planning session itself? What was that?

3 MS. KIMBERLY WINGROVE: I had been
4 speaking with Caroline Kearns of the Randolph Group
5 who was quite an experienced facilitator, and had
6 asked her if she would come and assist with a day-long
7 session that involved the department heads and Council
8 discussing the work that was currently underway and
9 priorities for new work that Council wanted to see
10 completed within that term.

11 MS. KATE MCGRANN: And what did you
12 hope the product of that day-long session would be?

13 MS. KIMBERLY WINGROVE: I think a
14 shared understanding of -- of priorities and some
15 order and structure to the way that we would move
16 forward.

17 MS. KATE MCGRANN: When were you
18 advised that the strategic planning session would be
19 put on hold?

20

21 (BRIEF PAUSE)

22

23 MS. KIMBERLY WINGROVE: It's not clear
24 in my mind if the Mayor told me before she sent the
25 email or if I learned of it when I received the email.

1 MS. KATE MCGRANN: What were you told
2 about why it was being put on hold?

3 MS. KIMBERLY WINGROVE: It was not
4 something that the Mayor felt was appropriate to
5 undertake. And I believe the -- the reason given had
6 to do with not wishing to engage with external
7 consultants.

8 MS. KATE MCGRANN: The email goes on
9 to say:

10 "All of Council will be included in
11 the next steps going forward. Enjoy
12 the summer's day."

13 What were the next steps?

14 MS. KIMBERLY WINGROVE: I'm afraid I
15 don't recall.

16 MS. KATE MCGRANN: When you say you
17 don't recall, do you mean you don't recall whether
18 there were any next steps?

19 MS. KIMBERLY WINGROVE: That's
20 correct.

21 MS. KATE MCGRANN: At any point
22 between the date of this email, June 16th, 2011, and
23 April of 2012, were you able to advance your efforts
24 to put a strategic plan forward?

25 MS. KIMBERLY WINGROVE: No, I was not.

1 MS. KATE MCGRANN: If you could scroll
2 up to the next email in this chain. You're not copied
3 on this email, but you can see here that Sandra Cooper
4 has forwarded her email to
5 paulbonwick@rogers.blackberry.net shortly after she
6 sent it out.

7 At this point in time, did you know who
8 Paul Bonwick was?

9 MS. KIMBERLY WINGROVE: I would have
10 been aware that -- that Paul was Sandra's brother.

11 MS. KATE MCGRANN: June 16th, 2011,
12 had you had any in-person interactions with him up
13 until this point in time?

14 MS. KIMBERLY WINGROVE: I certainly
15 would have met him in -- in the time that I had been
16 with the Town.

17 MS. KATE MCGRANN: Had you been social
18 with him? Did you know him very well?

19 MS. KIMBERLY WINGROVE: I did -- I did
20 not -- do not know him well, and I don't believe at
21 that point that there had been any even social
22 engagements where we had been together in -- for any
23 amount of time.

24 MS. KATE MCGRANN: And from this
25 period until April 2012, did that change at all?

1 We're going to talk about a meeting that you had with
2 him and -- and another meeting that he may have
3 attended, but --

4 MS. KIMBERLY WINGROVE: Yeah. Yes.
5 My interactions with Mr. Bonwick were infrequent and
6 superficial.

7 MS. KATE MCGRANN: As at June 16th,
8 2011, to your knowledge did Paul Bonwick have any
9 official role with Town Council or Town staff?

10 MS. KIMBERLY WINGROVE: None.

11 MS. KATE MCGRANN: Were you aware that
12 Mayor Cooper had forwarded this email about your
13 strategic planning session on to Paul Bonwick?

14 MS. KIMBERLY WINGROVE: No, I was not.

15 MS. KATE MCGRANN: More generally, did
16 you know that she was speaking to him about your
17 efforts to implement a strategic plan?

18 MS. KIMBERLY WINGROVE: No, I was not.

19 MS. KATE MCGRANN: Even more generally
20 than that, did you know that she was speaking to him,
21 or were you aware of whether she was speaking to him
22 about Town Council business at all?

23 MS. KIMBERLY WINGROVE: I think I was
24 aware very early on of the close relationship between
25 Mr. Bonwick and Mr. Houghton. Given the Mayor's close

1 relationship with Mr. Houghton, I -- I think I had
2 some assumption that -- that conversations would have
3 logically taken place, but I have no specific evidence
4 to that effect.

5 MS. KATE MCGRANN: I'm going to turn
6 to a different document: TOC512155.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This is a three (3)
11 page document, and I'm going to ask that we just
12 scroll slowly through the three (3) pages so you can
13 take a look at them.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: Okay. And if you
18 could take that up to the top of the first page,
19 there's three (3) pages in this document. Do you
20 recognize them?

21 MS. KIMBERLY WINGROVE: I recognize
22 the first two (2). Those are my work.

23 MS. KATE MCGRANN: And the third page?

24 MS. KIMBERLY WINGROVE: I have never
25 seen that before to -- that I can recall.

1 MS. KATE MCGRANN: When you say that
2 the first two (2) pages were your work, would you tell
3 us what this document is, please?

4 MS. KIMBERLY WINGROVE: This -- this
5 document was prepared for a discussion with Mayor
6 Cooper with regard to undertaking performance
7 evaluation of myself in the CAO's role. So you can
8 see there are headings there with regard to
9 leadership, general management, human resource
10 management, et cetera. So those were various
11 responsibilities that would have been outlined in my
12 job description.

13 MS. KATE MCGRANN: You can see at the
14 top of the page that there's a date of April 1st,
15 2011.

16 Is that, to your recollection, around
17 when you would have created this document?

18 MS. KIMBERLY WINGROVE: Yes, it is.

19 MS. KATE MCGRANN: And you said that
20 this was created for a performance evaluation. What
21 caused you to create it?

22 MS. KIMBERLY WINGROVE: My
23 recollection is that Councillor Chadwick had been
24 asking about the -- my performance evaluation and when
25 that might take place. This is also, just looking at

1 the dates, budget -- budget time.

2 We would have just recently completed a
3 budget, and so often compensation stuff, compensation,
4 et cetera, is -- is a topic of conversation during
5 budget times because it represents a significant part
6 of the operating responsibilities of the Town.

7 MS. KATE MCGRANN: And could you just
8 scroll down a little bit, please. All the way --
9 sorry, I should have said this earlier -- all the way
10 down to the third page. This document -- you said you
11 had not seen this document before?

12 MS. KIMBERLY WINGROVE: I do not
13 recall it.

14 MS. KATE MCGRANN: Did you have a
15 meeting or a performance review further to the two (2)
16 pages that you had drafted?

17 MS. KIMBERLY WINGROVE: Yes, I did.

18 MS. KATE MCGRANN: Would you describe
19 that for us, please?

20 MS. KIMBERLY WINGROVE: I reviewed the
21 information on the first two (2) pages with Mayor
22 Cooper and discussed the intended areas of focus for
23 the remainder of -- of 2011 with the Mayor, and was
24 really seeking her -- her input or assessment of, you
25 know, whether or not those were appropriate things to

1 move forward with if she wished to see any changes.

2 MS. KATE MCGRANN: Can you scroll up
3 to the bottom of the second page for me? This
4 section, would you describe what this is for us?

5 MS. KIMBERLY WINGROVE: So the key
6 performance indicators for 2011, so I think it's
7 really important that there's a clear and shared
8 understanding of what it is that your CAO and
9 department heads are -- are to be focussed on, what
10 the expectation of Council is.

11 So over and above my general day-to-day
12 responsibilities, as outlined in my job description,
13 this was an attempt in the absence of -- of that
14 strategic planning process to put some information
15 down as I understood it at the time.

16 So there had been discussion prior to
17 this that Aird & Berlis had been the Town's solicitors
18 for a long period of time, and it was, you know, good
19 practice that occasionally you go out on the street to
20 ensure that you are getting the best value for money.
21 That had been discussed but never did -- we didn't do
22 that during my time.

23 I noted the desire to put forward a new
24 strategic plan. Undertaking the performance
25 management plans with the department heads was

1 something that I thought was important to formalize.

2 The economic development function,
3 tourism, corporate communicate functions, all of those
4 were things that were very -- were deemed to be very
5 important to the future development of the Town, and
6 it was my feeling that those could be further
7 developed, and I wanted to be able to prepare a report
8 to Council to that effect.

9 Financial management, I see I've made
10 notes there. Those are my notes on that page about
11 forecasting, you know, asset management, et cetera.
12 We did -- we -- we were in the process of developing a
13 Parks and Rec master plan, and as a CAO, it was my
14 responsibility to support the department head in that
15 effect. We were looking at servicing in Ottawa, so
16 that needed to get finished, and that was a
17 substantive piece of work.

18 The staff and public works are -- were
19 CUPE. That's their collective agreement, so at the
20 time that was up for renewal, and I noted health and
21 safety there as well.

22 MS. KATE MCGRANN: Did you have a
23 meaningful discussion about the items that you listed
24 here during your performance review?

25 MS. KIMBERLY WINGROVE: My

1 conversations with Mayor Cooper were always very
2 surface. I felt -- and I recall feeling in that -- in
3 that meeting that I had laid this out. I didn't feel
4 like I got a lot of direction back again.

5 MS. KATE MCGRANN: Were you provided
6 with any feedback on the work that you had done to
7 date?

8 MS. KIMBERLY WINGROVE: I was told --
9 I do recall being told that I needed to adhere more
10 closely to Council's desired direction, and --

11 MS. KATE MCGRANN: Can you be more
12 specific about what you were told in that regard?

13 MS. KIMBERLY WINGROVE: I'm afraid
14 that I -- I left that meeting feeling somewhat
15 confused, and that was often the case when -- when I
16 met with Mayor Cooper, that I left a meeting feeling
17 somewhat confused. I certainly felt that I was trying
18 to move Council's agenda forward and take -- and take
19 their direction, so I figured that I simply needed to
20 try harder.

21 MS. KATE MCGRANN: Okay. If you could
22 scroll down to the third page. I should have asked
23 you: Was there anybody else at this meeting?

24 MS. KIMBERLY WINGROVE: No, there was
25 not.

1 MS. KATE MCGRANN: Do you recall
2 approximately how long the meeting was?

3 MS. KIMBERLY WINGROVE: Probably an
4 hour.

5 MS. KATE MCGRANN: This is a document
6 titled 'Overall Evaluation'. You can see at the top
7 that there are initials. You've got unsatisfactory,
8 substandard but making progress, satisfactory, above
9 average, and excellent. There are initials above the
10 satisfactory section.

11 Do you know whose initials those are?

12 MS. KIMBERLY WINGROVE: I believe
13 those are Sandra Cooper.

14 MS. KATE MCGRANN: If you scroll down
15 further -- no, this is -- that's perfect -- you see,

16 "Areas of strength: oversees
17 treasury in absence of treasurer;
18 organizational skills; interest
19 displayed in job."

20 Did anybody ever talk to you about any
21 of those items in terms of your performance?

22 MS. KIMBERLY WINGROVE: No, they did
23 not.

24 MS. KATE MCGRANN: Okay. It says
25 below that:

1 "These can be used more effectively
2 by doing the following: present
3 accurate and timely budget
4 information; contin -- continued
5 communication with/to Council;
6 regular reports to Council on
7 actions taken relating to matters
8 arriving (sic) from residents' needs
9 and inquiries."

10 Did anybody speak to you about these
11 topics with respect to your performance and your job?

12 MS. KIMBERLY WINGROVE: What I can say
13 is that I know that there would have been a very
14 specific reason why those items are mentioned,
15 especially with matters arising from residents' needs
16 and inquiries.

17 But it would not be my practice to not
18 bring matters forward to -- to Council's attention, so
19 I'm afraid I can't speak in more detail than that. I
20 don't really know what that's about.

21 MS. KATE MCGRANN: Under 'Areas of
22 Weakness', it lists:

23 "Contract position in treasury
24 obstacle, health and safety working
25 relationship with Council."

1 Did anyone speak to you about any of
2 those items with respect to your performance of your
3 job?

4 MS. KIMBERLY WINGROVE: There was a
5 person brought into the Treasury department on a
6 contract that Council and the Mayor and the Deputy
7 Mayor as I recall -- that they were not comfortable
8 with having that person there and did not wish for me
9 to extend that contract or have that person continue
10 on in the department.

11 The health and safety piece I believe
12 related specifically to an accident that happened with
13 a member of the Public Works staff where of course the
14 Ministry of Labour was involved.

15 Part of the findings was that our
16 standing -- standard operating procedures for that
17 particular job hadn't -- either were non-existent or
18 had not been updated in some time, so there was a
19 finding. And so it was -- it was coming back to me
20 that I needed to sort out the SOPs for Public Works.

21 And working relationship with Council,
22 I don't -- I don't know what to say about that.

23 MS. KATE MCGRANN: Did anyone speak to
24 you about needing to work on your working relationship
25 with Council in or around April 2011?

1 MS. KIMBERLY WINGROVE: It was -- it
2 was a continuing theme that -- that the Mayor and --
3 and Deputy Mayor specifically were not as comfortable
4 with me or my performance as I would have felt was
5 optimal.

6 Certainly there were other members of
7 Council that I felt I had a good working relationship
8 with, and I would also say that, depending on the day
9 and the -- and the matter at hand, I could be in the
10 good books or the bad books, even with the Mayor and
11 the Deputy Mayor.

12 MS. KATE MCGRANN: I'm going to read
13 out the last little bit, and then I'll ask you one (1)
14 final question about this document. The last bit of
15 this form said:

16 "These can be strengthened by doing
17 the following: review Treasury
18 department; continue to document
19 training for staff; better
20 understanding of Council's
21 direction."

22 At your performance review, was there a
23 discussion about any -- a specific discussion that you
24 can remember about any of these items?

25 MS. KIMBERLY WINGROVE: Well,

1 certainly item number 1, "review Treasury department",
2 in my mind is code for you need to fix the problem
3 that we see there and you need to make a change.
4 "Continue to document training for staff." Again, I
5 think that just is related to that very specific issue
6 with the accident.

7 And "better understanding of -- of
8 Council's direction." I really don't know what to say
9 to that. It was never made clear to me or I never
10 felt that there was a shared and appropriate
11 understanding of what that would look like.

12 MS. KATE MCGRANN: And just for
13 completeness's sake, could you scroll to the bottom of
14 this document. Do you ever remember signing a
15 document that looked like this?

16 MS. KIMBERLY WINGROVE: No, I do not.

17 MS. KATE MCGRANN: Could you just --
18 and then we're going to turn to some general topics
19 now, so we don't need to have this up on the screen
20 anymore. Oh, thank you. Could we mark that document
21 as an exhibit before I move on?

22 THE HONOURABLE FRANK MARROCCO: Yes.

23 THE REGISTRAR: Exhibit 30, Your
24 Honour.

25

1 --- EXHIBIT NO. 30: TOC0512155.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: Shifting gears and
5 focus, I'd like to talk to you about when you first
6 heard about a potential sale of some or all of Collus
7 Power. Do you remember when you first heard about
8 that as a concept?

9 MS. KIMBERLY WINGROVE: It was an
10 ongoing theme through my time in Collingwood from
11 probably the -- the first time that there was a
12 presentation of the Collus financial -- so Collus
13 financial reports to Council that we needed to be
14 conscious of the political environment as it related
15 to the local hydro utilities and the potential of the
16 government to be looking to amalgamate these, that
17 their desire in an effort to reduce costs would be to
18 see fewer of these utility companies.

19 But that was of a very general nature.
20 The specifics of the fact that me -- that we might
21 wish to do something very specific with Collus did not
22 come to my attention until I think that, you know,
23 June time frame in 2011.

24 MS. KATE MCGRANN: Do you remember the
25 first time that you heard, you know, of the concept of

1 a potential sale of some or all of Collus, not as a
2 general concept, something that should be considered,
3 but something that might be an actuality, something
4 that the Town was looking at?

5 MS. KIMBERLY WINGROVE: Mr. Houghton
6 did attend my office and discuss with me the -- the
7 plan that -- that they had to seek out potential -- I
8 really want to say "purchaser" was the word that was
9 used -- for Collus. And that was at the end of May,
10 beginning of June in 2011.

11 MS. KATE MCGRANN: And what can you
12 tell us about that conversation?

13 MS. KIMBERLY WINGROVE: That it came
14 to my understanding that some work had already been
15 undertaken to that end, and that -- the plans were
16 quite -- were more advanced than -- than I would have
17 expected in order to be just hearing about them now,
18 and the idea that we would be -- that -- that Mr.
19 Houghton would be seeking an arrangement with another
20 utility company and essentially going out and having
21 conversations about this in the absence of any sort of
22 formal process.

23 MS. KATE MCGRANN: When you say that
24 the -- the plans were more advanced, what were the --
25 what were the plans? Is it what you just described,

1 or was there more to it than that?

2 MS. KIMBERLY WINGROVE: I will say
3 that it was as I -- as I described.

4 MS. KATE MCGRANN: What was your
5 reaction to hearing about this?

6 MS. KIMBERLY WINGROVE: Oh, my
7 goodness, this -- this is a very significant
8 situation. And -- and just from the -- from the
9 public perception, we need to have a process, and we
10 need to have some external assistance and -- and eyes
11 on anything like this to ensure that we're moving
12 forward appropriately.

13 MS. KATE MCGRANN: Okay. So your
14 reaction was that it's significant. For public
15 perception reasons, you need to have a process?

16 MS. KIMBERLY WINGROVE: Well -- well,
17 even just to -- like undertaking something as -- as
18 potentially complex as this -- as, you know, the sale
19 of a utility, given the role of the Ontario Energy
20 Board and all of the financial implications, there was
21 a great deal I know, as this -- as this hearing has
22 heard, very complex arrangements between the Town and
23 -- and Collus.

24 And so to move forward in this
25 direction without having had completed some fairly

1 detailed assessment of what the implications of such a
2 move would be, just -- I was just very surprised and
3 very concerned.

4 MS. KATE MCGRANN: The reactions that
5 you just described to us, did you say any of that to
6 Mr. Houghton in the meeting that you're telling us
7 about?

8 MS. KIMBERLY WINGROVE: Not using
9 those exact words, but certainly I think I made it
10 abundantly clear that we were going to need some
11 outside help to ensure that an appropriate process was
12 undertaken.

13 MS. KATE MCGRANN: And what was his
14 response to you -- to you saying that?

15 MS. KIMBERLY WINGROVE: I don't -- I
16 don't recall his exact response. He certainly didn't
17 say -- he didn't say no to me. I think that he was
18 going to take that away and -- and give it some
19 consideration.

20 MS. KATE MCGRANN: Did he say anything
21 to you about why this kind of move was being
22 considered at that particular time?

23 MS. KIMBERLY WINGROVE: Why they
24 wanted -- Council had -- had had conversations prior
25 to this with regard to the Town's financial situation

1 and that, you know, they were -- they were looking to
2 see some improvements in their financial situation,
3 you know.

4 So part of the discussion was that this
5 was -- was an opportunity to realize some of the value
6 that the Town had in Collus.

7 MS. KATE MCGRANN: When you say, "the
8 Town's financial situation," can you be more specific
9 about what you mean?

10 MS. KIMBERLY WINGROVE: The -- the
11 Town was carrying some debt. As well, I think that
12 that particular Council had been elected on a mandate
13 of holding the line or reducing taxes, and then
14 finding a way to reduce debt and the associated costs
15 of carrying debt was one (1) way that they would be
16 able to achieve that.

17 MS. KATE MCGRANN: And was the Town's
18 financial situation something that you and Mr.
19 Houghton discussed in this meeting where he came and
20 told you about --

21 MS. KIMBERLY WINGROVE: No, it is not.

22 MS. KATE MCGRANN: Okay. The
23 opportunity that you mentioned that was there with the
24 sale, is that something that was discussed in your
25 meeting with Mr. Houghton, the opportunity to -- to

1 realize some of the value in the utility?

2 MS. KIMBERLY WINGROVE: I -- I'm quite
3 sure that it was -- was mentioned.

4 MS. KATE MCGRANN: I apologize. We're
5 going to be jumping around in time a little bit here.
6 I'm going to ask that TOC38001 be shown on the screen.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: If you could scroll
11 all the way down to the bottom and up a little bit.
12 Perfect. This is a January 17th, 2011, email from --
13 oh, you know what, we've got to go down a little bit
14 further to the very bottom one (1). I apologize.
15 This is a January 17th, 2011, email from Rick Lloyd to
16 Sara Almas, subject line 'Comment'. You're not copied
17 on this email. Have you seen this email before?

18 MS. KIMBERLY WINGROVE: I'm not copied
19 on the --

20 MS. KATE MCGRANN: No, you're not
21 copied on it.

22 MS. KIMBERLY WINGROVE: Okay. No. So
23 no, I did not -- I did not receive that -- that email.

24 MS. KATE MCGRANN: Okay. And if you
25 could scroll up a line, you can see that Ms. Almas is

1 responding to Mr. Lloyd and you're copied on this. So
2 Mr. Lloyd had asked that -- we'd better scroll all the
3 way back down again; I apologize.

4 In his email, Mr. Lloyd asked Ms.
5 Almas, "My brother's considering again bidding on Town
6 work but worried about putting me into conflict." He
7 explains a little bit and he -- he asks to confirm
8 whether, you know, he's not -- he would not have a
9 conflict pecuniary interest as he's not involved in
10 his business.

11 "And the Conflict of Interest Act
12 clearly states I must disclose an
13 interest if it is a spouse, sons or
14 daughters and parents. I'm sending
15 this to you only to ask if this is
16 your understanding as well, and I do
17 realize that you cannot give advice
18 on this matter."

19 Then if you could scroll up. You're --
20 Sara Almas sent a copy to you, responds to Mr. Lloyd
21 and says,

22 "You're correct in that the
23 Municipal Conflict of Interest Act
24 clearly identifies that a member is
25 NOT deemed to be in conflict if it's

1 interest, direct or indirect, of a
2 sibling."

3 Do you remember being copied on this
4 email or receiving it?

5 MS. KIMBERLY WINGROVE: Yes, I do.

6 MS. KATE MCGRANN: Do you remember --
7 and can you scroll all the way up for a sec? Do you
8 remember if you had any further interactions with
9 either Deputy Mayor Lloyd or Sara Almas about that
10 email exchange?

11 MS. KIMBERLY WINGROVE: Certainly not
12 with the Deputy Mayor. Whether or not I would have
13 discussed it in -- in passing with Sara, I -- I can't
14 recall.

15 MS. KATE MCGRANN: I believe that that
16 email's already an exhibit. Thank you. Could you
17 pull up paragraph 192 of the foundation document?

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: So we move from
22 January to June of 2011. This section of the
23 foundation document describes Mr. Bonwick reaching out
24 to Sara Almas to arrange for a meeting with her. If
25 you could scroll down a little bit. Oh, hang on a

1 second. Sorry. Yeah, that's perfect.

2 It appears and we've heard that there
3 was a meeting between Mr. Bonwick and Clerk Almas, and
4 then we see here there's an email from Paul Bonwick to
5 Clerk Almas on June 2nd, 2011, in which he thanks her
6 for taking time to meet with her (sic) regarding his
7 forthcoming opportunity with PowerStream.

8 If you could scroll down further, on
9 the same day, he writes another email to a gentleman
10 named Brian Bentz and John Glicksman with a copy to
11 Clerk Almas. In that email, he said that he described
12 the services his company would be providing to
13 PowerStream throughout the region as well as specific
14 to Collingwood.

15 And he wrote that Clerk Almas had been
16 kind enough to offer an interpretation of the
17 Provincial Conflict of Interest of Act as it related
18 to his sister, being a member of a municipal council.
19 He writes that Ms. Almas was quite clear that there is
20 no conflict of interest with respect to -- based on
21 his company's relationship with PowerStream.

22 Could you pull up document TOC49090?

23

24

(BRIEF PAUSE)

25

1 MS. KATE MCGRANN: And scroll down.
2 There's a copy of the email that I've just described
3 to you. You can see that it's sent from Paul Bonwick.
4 If we scroll up a teeny-weeny bit -- there we go. Oh,
5 down a bit. There. A little more. I just want to
6 show the sender -- there we go. That's great. Thank
7 you.

8 From Paul Bonwick to Brian Bentz and
9 John Glicksman, with a copy to Sara Almas, June 2nd.
10 The content is as I've described it to you. If you
11 scroll up, you can see that Sara Almas has forwarded
12 this email to you on June 6th, 2011. Do you remember
13 receiving this email?

14 MS. KIMBERLY WINGROVE: Not
15 specifically, but -- but yes, I do know that Sara did
16 advise me that she had had this meeting.

17 MS. KATE MCGRANN: What do you
18 remember about Sara advising you about having that
19 meeting?

20 MS. KIMBERLY WINGROVE: Because --
21 then after this time, Mr. Bonwick did ask for a
22 meeting with myself. And as normal practice for me,
23 if I was asked for a meeting that I wasn't
24 anticipating, I would normally go to the department
25 heads to inquire as to -- if any background that --

1 that they might have had.

2 And so in -- in this particular case, I
3 likely would have spoken to Sara about the fact that
4 Paul was looking for a meeting, and she forwarded this
5 to me by way of background.

6 MS. KATE MCGRANN: And you said that
7 you like would have. Do you have a specific
8 recollection of --

9 MS. KIMBERLY WINGROVE: No, I do not.
10 No, I do not.

11 MS. KATE MCGRANN: Is it the case that
12 you're looking at this, you're thinking about your
13 general practice, and you're thinking this is probably
14 what happened?

15 MS. KIMBERLY WINGROVE: That's
16 correct.

17 MS. KATE MCGRANN: But you don't have
18 any specific recollection of talking to Ms. Almas
19 about this --

20 MS. KIMBERLY WINGROVE: Not
21 specifically, no.

22 MS. KATE MCGRANN: -- okay, this email
23 or her meeting with Mr. Bonwick?

24 MS. KIMBERLY WINGROVE: That's
25 correct.

1 MS. KATE MCGRANN: Could we take a
2 look at paragraph 200 of the foundation document,
3 please.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: Paragraph 200
8 describes an email that Paul Bonwick sent to you on
9 June 10th in which he says that he would like to
10 discuss a company that he had recently to provide
11 services. He says the purpose of the meeting is to
12 provide disclosure as well as propose an additional
13 meeting. We can see from the email correspondence
14 that you agreed and you suggested a date.

15 Did you meet with Mr. Bonwick and --
16 well, first of all, do you remember receiving this
17 email from Mr. Bonwick?

18 MS. KIMBERLY WINGROVE: Not
19 specifically. I remember the meeting.

20 MS. KATE MCGRANN: Okay. What can you
21 tell us about the meeting?

22 MS. KIMBERLY WINGROVE: It was short.

23 MS. KATE MCGRANN: Okay. What else
24 can you tell us about the meeting?

25 MS. KIMBERLY WINGROVE: Simply that

1 Mr. Bonwick attended my office. He indicated that he
2 would be doing some work with PowerStream with regard
3 to assisting them with their communications and
4 government relations work as it related to this idea
5 of the utilities needing to amalgamate.

6 MS. KATE MCGRANN: Was there anybody
7 else at this meeting?

8 MS. KIMBERLY WINGROVE: No, there was
9 not.

10 MS. KATE MCGRANN: When you say it was
11 short, how long was it?

12 MS. KIMBERLY WINGROVE: Ten (10)
13 minutes.

14 MS. KATE MCGRANN: Did you understand
15 why he was coming to speak to you about this?

16 MS. KIMBERLY WINGROVE: I -- not --
17 not clearly. I was -- as I say, I did not have a very
18 deep or collegial relationship with Mr. Bonwick. I
19 tended to keep my interactions with him quite
20 prescriptive, so I took the information that he gave
21 me at face value. I would say at this point that it
22 would have been prudent for me to ask a lot more
23 questions than I did.

24 MS. KATE MCGRANN: Other than what
25 you've just said, is there any reason why you didn't

1 ask him more questions?

2 MS. KIMBERLY WINGROVE: I really
3 didn't read anything into it at the time. Compenso
4 was a communications company. That's what they did.
5 And so the fact that he was going to do this work, he
6 was going to do it with a utility that neighboured our
7 own that we had some interaction with, I didn't take
8 that to be anything that I needed to be overly
9 concerned about at the time.

10 MS. KATE MCGRANN: When you say, "He
11 was going to do this work with a utility that
12 neighboured our own and that we had some interactions
13 with," what are you referring to?

14 MS. KIMBERLY WINGROVE: The fact that
15 PowerStream was, you know, part of the -- the CHEC
16 group, that part of their coverage area was very near
17 to what the Collus service area was.

18 MS. KATE MCGRANN: Was it your
19 understanding at the time you had this meeting with
20 Mr. Bonwick that PowerStream was part of the CHEC
21 group?

22 MS. KIMBERLY WINGROVE: As -- as
23 limited as my understanding was of what the CHEC group
24 was and -- and did.

25 MS. KATE MCGRANN: Do you recall if

1 you had an understanding or formed a belief about what
2 he would be doing based on his conversation with you?

3 MS. KIMBERLY WINGROVE: Not in any
4 depth or detail.

5 MS. KATE MCGRANN: And did this
6 conversation cause any concerns for you?

7 MS. KIMBERLY WINGROVE: Always.

8 MS. KATE MCGRANN: Always. Can you
9 explain what you mean by that?

10 MS. KIMBERLY WINGROVE: I knew that
11 when certain individuals approached me, because it
12 wasn't our normal practice for certain people to come
13 and just speak to me at length and toss it around and
14 -- and think about it, if they came to me
15 specifically, it was highly likely that there was a
16 reason why they were coming to talk to me, that they
17 wanted to be able to say, I talked to Kim.

18 MS. KATE MCGRANN: The thing -- what
19 you just said there, how did you come to form that
20 opinion of -- of what was happening when people were
21 coming to meet with you? Why did you believe that?

22 MS. KIMBERLY WINGROVE: Because it had
23 been on more than one (1) occasion that -- where --
24 you know, as -- as a particular initiative advanced
25 that then would be, say, well, you know, I talked to

1 you about this, or you said that something was okay,
2 but, you know, finding out that I hadn't been provided
3 with a full disclosure of what was actually going on
4 or what actual relationships were underpinning that
5 particular initiative. And I'm sorry to speak in
6 circles.

7 MS. KATE MCGRANN: Did you speak to
8 anybody else about the meeting you had Mr. Bonwick?

9 MS. KIMBERLY WINGROVE: Only to -- I
10 know that when he left my office, I went back to -- I
11 went to Sara's office just to say that Paul was just
12 here and this is what he told me. And I really wonder
13 what it is I'm supposed to do with this information.

14 MS. KATE MCGRANN: And do you remember
15 what Sara said back to you?

16 MS. KIMBERLY WINGROVE: I -- she
17 certainly didn't have any more information for me to -
18 - to further enlighten me.

19 MS. KATE MCGRANN: Beyond the
20 conversation that you had with Ms. Almas, did you do
21 anything else in response or further to the meeting
22 you had with Mr. Bonwick?

23 MS. KIMBERLY WINGROVE: No, I did not,
24 but, as I say, I was not at that point deeply troubled
25 by this. I didn't see that there were any kind of

1 grave implications for the Town.

2 MS. KATE MCGRANN: At that time, did
3 you connect the conversation that you were having with
4 Mr. Bonwick -- well, let me put it this way: Can you -
5 - the meeting that you had with Mr. Houghton -- and I
6 recognize that you can't say exactly when it was --
7 can you say whether it was before or after the meeting
8 you had with Mr. Bonwick?

9 MS. KIMBERLY WINGROVE: My belief
10 today is that the meeting with Mr. Bonwick preceded
11 the meeting with Mr. Houghton where we talked about
12 specifics. But it's very -- it was such a long ago,
13 and I am afraid I get my dates --

14 MS. KATE MCGRANN: That's -- that is
15 fair. Do you remember at any time in June drawing any
16 connections in your mind between the meeting you had
17 with Mr. Bonwick and the meeting you had with Mr.
18 Houghton?

19 MS. KIMBERLY WINGROVE: In my mind,
20 because of the close relationship between the two (2)
21 of them, although I wanted to give sort of the benefit
22 of the doubt that Mr. Bonwick's company was simply
23 looking for work and that, you know, that there was
24 just a relationship there and a connection, but that
25 the work was as it was purported to be: communications

1 work.

2 MS. KATE MCGRANN: You said you wanted
3 to give the benefit of the doubt. What caused you to
4 use that phrase as you talked to me here today? Had a
5 concern formed in your mind?

6 MS. KIMBERLY WINGROVE: Again, because
7 he -- as a matter of course, he wouldn't be coming to
8 me to talk to me about this if there wasn't something
9 else going on. Similar to the Deputy Mayor sending
10 that email about his brother and ploughing snow and
11 having a conflict of interest, that just wasn't a
12 regular practice. And so it just made your antenna go
13 up.

14 MS. KATE MCGRANN: I'm mindful of the
15 time. I just would like to finish this area off.
16 It's going to take not very much longer.

17 You say it made your antenna go up, can
18 you be any more specific than that?

19 MS. KIMBERLY WINGROVE: My experience
20 with -- with the Town and -- and the ways things
21 happened in the community was that there were a group
22 of people who, you know, really worked closely
23 together from a -- from a perspective that they had
24 interests in -- in -- in seeing particular things
25 happen in the Town and -- yeah, I don't know if I can

1 be any more forthcoming than that. It's just that,
2 you know, these were -- were people with significant
3 interests in various developments and such and -- in
4 the Town, yeah.

5 MS. KATE MCGRANN: Yeah, we got
6 because I asked you if you drew a connection in your
7 mind at any time in June 2011 between the meeting you
8 had with Mr. Houghton, the meeting you had with Mr.
9 Bonwick.

10 Tell me if this is unfair but I think
11 generally you're saying that you did think about it
12 and made your antenna go up. Did you do anything
13 about that feeling?

14 MS. KIMBERLY WINGROVE: It was my
15 experience that I didn't have solid outlets -- solid
16 places to be able to communicate those kinds of
17 concerns. Who was I going to tell? I -- I would --
18 where I had a specific situation and -- and sufficient
19 detail to have a meaningful conversation, I would
20 reach out to our legal representatives and have a
21 conversation with them but things like this that were
22 ill defined, subjective based on my -- just my own gut
23 instinct, I didn't really have a place to take those
24 or an ability to do very much with them. It was more
25 that I had to wait and see if something more came of

1 it of -- in a -- in a more substantive that I would
2 then have a reason to -- to bring in legal counsel or
3 -- or, you know, speak to specifics.

4 MS. KATE MCGRANN: It's 4:35. I'm
5 about to move on to something else.

6 THE HONOURABLE FRANK MARROCCO: 4:33.

7 MS. KATE MCGRANN: Oh my mistake.

8 THE HONOURABLE FRANK MARROCCO: But in
9 any event, we're not going to -- we're not going to
10 get much more done today so I think this is probably
11 as good place to stop.

12 Did you have a chance to confer about
13 Friday the -- was it, the 26th.

14 MS. KATE MCGRANN: So I managed to
15 speak with everyone except Mr. Chenoweth. My fault.
16 I didn't get to you and we were waiting to hear back
17 from Mr. Bonwick.

18 THE HONOURABLE FRANK MARROCCO: I
19 think, Mr. Chenoweth, you indicated yesterday that
20 that kind of worked for you.

21 MR. FRED CHENOWETH: I did, Sir. It
22 still works.2

23 MS. KATE MCGRANN: And I think it
24 works for everybody else. Mr. Bonwick --

25 THE HONOURABLE FRANK MARROCCO: Mr.

1 Bonwick, works for you?

2 MR. PAUL BONWICK: I was waiting for a
3 response from -- but I'll --

4 THE HONOURABLE FRANK MARROCCO: Well -
5 - well, what if --

6 MR. PAUL BONWICK: I'll know by the
7 end of today or first thing tomorrow morning.

8 THE HONOURABLE FRANK MARROCCO: Yeah,
9 we can -- we can let -- you know, if -- let us know if
10 it work -- if it doesn't work, it doesn't work. If
11 there's a time --

12 MR. PAUL BONWICK: I may just have to
13 excuse myself --

14 THE HONOURABLE FRANK MARROCCO: -- and
15 then let us know. Maybe we can start at a little
16 different time or something like that.

17 So if you could let -- let us know by
18 email, then I'll let -- make sure that the rest of you
19 are notified so people know whether -- what we're
20 doing. We're adjourned.

21

22 --- Upon adjourning at 4:37 p.m.

23

24

25

1 Certified Correct,

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5 _____

6 Wendy Woodworth, Ms.

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