



“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

May 28th, 2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES

Kate McGrann) Inquiry Counsel
John Mather) Associate Inquiry
) Counsel
Michael Watson) Alectra Utilities
Belinda Bain) Corporation
(No Counsel)) For Paul Bonwick
George Marron) For Sandra Cooper
(No Counsel)) For Timothy Fryer
Frederick Chenoweth) For Edwin Houghton
William McDowell (np)) For Town of Collingwood
Ryan Breedon)
Patrick Gajos (np)) For Collus PowerStream
) Corporation
Luisa Ritacca) Leo Longo

	PAGE NO.
1	
2	
3 List of Exhibits	4
4	
5 LEO LONGO, Previously Sworn	
6 Continued Cross-examination	
7 by Mr. Frederick Chenoweth	5
8 Cross-examination by Mr. George Marron	27
9 Cross-examination by Ms. Belinda Bain	142
10 Cross-examination by Mr. Tim Fryer	162
11 Cross-examination by Mr. Paul Bonwick	171
12 Examination by Ms. Lusia Ritacca	217
13 Re-examination by Mr. John Mather	219
14	
15 DENNIS NOLAN, Sworn	
16 Examination-in-Chief by Mr. John Mather	221
17	
18	
19	
20	
21 Certificate of Transcript	320
22	
23	
24	
25	

1	List of Exhibits		
2	Exhibit No.	Description	Page No.
3	197	ALE0002209	
4	198	ARB0000023	
5	199	CJI0009231	
6	200	FD0001.2 (Summary Doc 1-2)	
7	201	ARB0000496	
8	202	ALE0003463	
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

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

2

3 LEO LONGO, Previously Sworn

4

5 CONTINUED CROSS-EXAMINATION BY MR. FREDERICK

6 CHENOWETH:

7 MR. FREDERICK CHENOWETH: Mr. Longo, I

8 wish to simply take you back to a document which we

9 looked at a couple of times through the course of

10 today's -- yesterday's activities, and that's CJI6303.

11

12 (BRIEF PAUSE)

13

14 MR. FREDERICK CHENOWETH: Just to the

15 email below that. Thank you.

16 And, Mr. Longo, as I say, we saw this

17 yesterday. It's your January 16th email to Rick Lloyd

18 and Sandra Cooper, and you send it off to your

19 associate, John Mascarin, you send it off to Ed

20 Houghton, and it's an email in which you say:

21 "My earlier email addressed

22 something different, i.e., that the

23 lawyers preparing the agreements are

24 representing entities other than the

25 Town."

1 And you squarely raised your -- your
2 concern in that -- in that email, correct?

3 MR. LEO LONGO: Yes, sir.

4 MR. FREDERICK CHENOWETH: All right.
5 And I notice you copy John Mascarin. You didn't copy
6 Ron Clark.

7 MR. LEO LONGO: I copied John and Ed
8 because both of them were recipients of the email.

9 MR. FREDERICK CHENOWETH: Try and
10 answer my question, Mr. Longo.

11 MR. LEO LONGO: Sorry.

12 MR. FREDERICK CHENOWETH: And you
13 didn't copy Ron Clark.

14 MR. LEO LONGO: Not with this, no.

15 MR. FREDERICK CHENOWETH: And you
16 didn't copy Corrine Kennedy. And I think from what
17 you told me the other day, you didn't call him and
18 raise this issue with him.

19 MR. LEO LONGO: On that day, I did
20 not.

21 MR. FREDERICK CHENOWETH: All right.
22 And I think you indicated to me that you didn't raise
23 that issue with him on other occasions.

24 MR. LEO LONGO: The testimony
25 yesterday will stand.

1 MR. FREDERICK CHENOWETH: Thank you,
2 very good.

3 You were raising an issue that really
4 had to do with your partner's retainer and who it was
5 with, correct --

6 MR. LEO LONGO: Wh --

7 MR. FREDERICK CHENOWETH: -- because
8 you knew that Corrine Kennedy and -- and Mr. Clark
9 were working on this matter.

10 MR. LEO LONGO: Yes. And my
11 understanding at the time was that they were acting
12 for Collus.

13 MR. FREDERICK CHENOWETH: And you
14 understood that because of the -- the file opening
15 document, the client management document?

16 MR. LEO LONGO: Yes, that Collus was a
17 separate client of our firm and they had opened up the
18 LDC file under that --

19 MR. FREDERICK CHENOWETH: Is that a
20 "yes" to my question --

21 MR. LEO LONGO: Yes. And --

22 MR. FREDERICK CHENOWETH: -- that --

23 MR. LEO LONGO: And I'm just
24 elaborating.

25 MR. FREDERICK CHENOWETH: That's fine.

1 THE HONOURABLE FRANK MARROCCO: Please
2 let the witness finish his answer. If he's not -- if
3 you feel he's not responsive to your question, you
4 know -- I'm sure you'll follow up, but let the witness
5 finish his answer.

6 MR. FREDERICK CHENOWETH: Thank you.

7

8 CONTINUED BY MR. FREDERICK CHENOWETH:

9 MR. FREDERICK CHENOWETH: So just to
10 ask my question one more time, so -- so we can get
11 some clarity on it.

12 THE HONOURABLE FRANK MARROCCO: Well,
13 just a minute. What were you saying, Mr. Longo?

14 MR. LEO LONGO: I said yes, because
15 Collus was a separate client of the firm and they had
16 opened up the LDC file under the Collus client.

17

18 CONTINUED BY MR. FREDERICK CHENOWETH:

19 MR. FREDERICK CHENOWETH: So you'd
20 looked at that file management form obviously to come
21 to that conclusion, correct?

22 MR. LEO LONGO: I didn't look at that
23 form. I was aware that the file had been opened that
24 way.

25 MR. FREDERICK CHENOWETH: Thank you.

1 In any event, it -- it's clear that -- that your
2 correspondence relates to the nature of the retainer
3 of one of your partners, i.e., Mr. Clark --

4 MR. LEO LONGO: M-hm.

5 MR. FREDERICK CHENOWETH: -- with
6 respect to the matters that you knew he was dealing
7 with, correct?

8 MR. LEO LONGO: Yes.

9 MR. FREDERICK CHENOWETH: But in any
10 event of that, prior to raising this issue in this
11 series of correspondence and prior to writing your
12 email of January 16th, you didn't copy him on this
13 email or pick up the phone and -- and -- and explore
14 with him whether you had it right?

15 MR. LEO LONGO: That's correct.

16 MR. FREDERICK CHENOWETH: Thank you.

17 MR. LEO LONGO: I wanted to understand
18 from my client, the Town, what they understood.

19 MR. FREDERICK CHENOWETH: And you
20 learned that, and we went through this yesterday, I
21 don't think we need to go again -- through it again,
22 but you learned that the Town people were quite
23 content with the arrangements that were taking place
24 and felt that there was a consistency between the
25 position of Collus and the position of the Town.

1 MR. LEO LONGO: I had their responses,
2 yes.

3 MR. FREDERICK CHENOWETH: Thank you
4 very much. Another document which I wish to turn to
5 at this time, and it's ALE2196. Just a clarification
6 here, I don't quite understand the facts and maybe you
7 can edify me with respect to them on. I'm looking at
8 really two (2) emails, and this doesn't appear to be--

9 Maybe if we go down further, let's see
10 if turns out to be the document I'm looking for.

11 Yeah, that's -- here we are. Okay, very good.

12 So the lower email is an email from an
13 associate of the firm, Mr. Ventresca, and he is
14 sending to Corrine what would appear to be the
15 documents in signable shape.

16 Is that fair?

17 MR. LEO LONGO: I've not seen this
18 before.

19 MR. FREDERICK CHENOWETH: Take your
20 time with it.

21

22 (BRIEF PAUSE)

23

24 MR. FREDERICK CHENOWETH: You might
25 read the email just above it too when you're finished

1 with that one and tell me when you're finished and
2 we'll move it up.

3 MR. LEO LONGO: I see that email, yes,
4 thanks.

5 MR. FREDERICK CHENOWETH: Very good.
6 Go up to the email above that.

7

8 (BRIEF PAUSE)

9

10 MR. FREDERICK CHENOWETH: And it may
11 be that there's something above that that will allow
12 us to see who it was sent by and to. Appears to be an
13 email from Corrine Kennedy and she's sending it to
14 Robert Hull, which is the lawyer acting on behalf of
15 PowerStream, and she is sending it to Ed Houghton and
16 Ron Clark and Leo Longo, and she sending it in PDF
17 form so that all those people, including Leo Longo,
18 would have had an opportunity to have copies of all of
19 the signable documents.

20 MR. LEO LONGO: I don't -- I see that
21 my name is there. I don't recall this email at all.

22 MR. FREDERICK CHENOWETH: All right.
23 Do you recall whether you got copies of the signable
24 documents as suggested by this correspondence --

25 MR. LEO LONGO: No, I don't recollect

1 it.

2 MR. FREDERICK CHENOWETH: -- suggested
3 by this correspondence on or about the 5th of March,
4 2012?

5 MR. LEO LONGO: I don't recall this
6 email at all.

7 MR. FREDERICK CHENOWETH: Thank you.
8 My question was different than that.

9 Do you recall that you got copies of
10 the signable documents on or about March 5th, 2012?

11 MR. LEO LONGO: I don't believe I did.

12 MR. FREDERICK CHENOWETH: The evidence
13 suggests that there is a signing of the documents on
14 or about March 6th --

15 MR. LEO LONGO: Yes.

16 MR. FREDERICK CHENOWETH: -- 2012.
17 Did you play any part in the signing of those
18 documents on March 6th, 2012?

19 MR. LEO LONGO: I did not.

20 MR. FREDERICK CHENOWETH: You did not.
21 So you didn't attend on the Town or attend on Sara
22 Almas or -- or the Mayor or any of the people who were
23 signing the documents?

24 MR. LEO LONGO: That's correct.

25 MR. FREDERICK CHENOWETH: Thank you

1 very much. If we could turn to document ALE2209.

2

3

(BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: This appears
6 to be the closing agenda, or draft of the closing
7 agenda. Let's just scroll through that document, if
8 we could, and maybe you can tell me, Mr. Longo,
9 whether you had seen this document before.

10 MR. LEO LONGO: No, I don't believe
11 so.

12 MR. FREDERICK CHENOWETH: All right.
13 I notice on page 2 of the document, above
14 "Defined Terms," it describes counsel for the
15 Corporation, the Vendor, Collus, and Solutions.

16 I -- I take it the Town is either the
17 Corporation or the Vendor, from what I would
18 understand from reading the document. Is that
19 satisfactory?

20 MR. LEO LONGO: I never saw the
21 document, so I don't know how they're defined, but
22 I'll assume the Town is either the Vendor or the
23 Corporation.

24 MR. FREDERICK CHENOWETH: You -- you
25 assume what I'm assuming, fair?

1 MR. LEO LONGO: Fair.

2 MR. FREDERICK CHENOWETH: Thank you.

3 And I see that it describes the -- the lawyers for
4 those entities, including the Town, and the lawyers
5 for those entities are -- include a gentleman named
6 Leo Longo.

7 Do I take it that whoever prepared this
8 document understood you to be one of the solicitors
9 for the parties described above?

10 MR. LEO LONGO: That's what it appears
11 to be. No one brought this to my attention or asked
12 if it was so, of me.

13 MR. FREDERICK CHENOWETH: Just assist
14 me again, Mr. Longo.

15 Did you attend or were you involved in
16 the closing in any way on July 31st?

17 MR. LEO LONGO: No, I was not in any
18 way.

19 MR. FREDERICK CHENOWETH: Good, thank
20 you.

21

22 (BRIEF PAUSE)

23

24 MR. FREDERICK CHENOWETH: I'm looking
25 at a correspondence -- further correspondence. If we

1 could bring it up, that would be helpful. It says --
2 I'm assuming it's correspondence ABR234.

3

4 (BRIEF PAUSE)

5

6 MR. FREDERICK CHENOWETH: Go up or
7 down a little bit. I'm looking for another
8 correspondence of January 18th sent by Mr. Longo.
9 Back up. I don't think that was it, but --

10

11 (BRIEF PAUSE)

12

13 MR. FREDERICK CHENOWETH: My
14 correspondence says -- it actually says AB0000234,
15 which I'm assuming is ABR.

16 MR. JOHN MATHER: There are emails
17 from Mr. Longo on page 11, potentially what's being
18 referred to.

19 MR. FREDERICK CHENOWETH: That could
20 be. I'm looking for a January 18th email from --

21 MR. JOHN MATHER: There you go.

22 MR. FREDERICK CHENOWETH: There we go.
23 That appears to be it. Thank you very much.

24

25 CONTINUED BY MR. FREDERICK CHENOWETH:

1 MR. FREDERICK CHENOWETH: In any
2 event, this is an email of yours dated January 18th,
3 sent on to Sandra Cooper, Rick Lloyd, Kim Wingrove,
4 Sara Almas, Ed Houghton, Mascarin, Clark, and Kennedy.

5 Are you familiar with this email?

6 MR. LEO LONGO: Yes, sir.

7 MR. FREDERICK CHENOWETH: And it would
8 seem to suggest that you had a conference call that
9 afternoon with at least some of the participants in
10 this email or some of the people you've copied?

11 MR. LEO LONGO: That's correct.

12 MR. FREDERICK CHENOWETH: All right.
13 And did you have an email with Ms. Cooper? Was -- was
14 Ms. Cooper in that conversation?

15 MR. LEO LONGO: I don't recall that
16 conference call.

17 MR. FREDERICK CHENOWETH: Okay. Was -
18 - would you recall having a conference call with Mr.
19 Lloyd on that occasion?

20 MR. LEO LONGO: I don't recall that
21 conference call at all, sir.

22 MR. FREDERICK CHENOWETH: You have no
23 memory of the conference call?

24 MR. LEO LONGO: That's correct.

25 MR. FREDERICK CHENOWETH: You seem to

1 have been discussing, if I look at the document, and
2 this may assist you and then again it may not -- you
3 seem to have been discussing the bylaw on that
4 occasion.

5 MR. LEO LONGO: I think we were
6 discussing the version of the bylaw that Mr. Houghton
7 had returned back to me from my initial draft.

8 MR. FREDERICK CHENOWETH: Mr. Nolan's
9 copy of the bylaw.

10 MR. LEO LONGO: What I've subsequently
11 discovered to be, yes.

12 MR. FREDERICK CHENOWETH: Thank you.

13 MR. LEO LONGO: Yes.

14 MR. FREDERICK CHENOWETH: And you
15 indicated you were discussing that draft bylaw and --
16 would you have any memory that -- that you would have
17 received the comment of Cooper or Lloyd or Wingrove or
18 Almas, suggesting that you take out the clause
19 requiring the return of the bylaw after review of the
20 Town solicitor?

21 MR. LEO LONGO: No. Having reviewed
22 this email, I recall the second paragraph where it
23 says:

24 "As directed, this bylaw will not
25 cite any statutory provisions in the

1 whereas clauses."

2 I do recall mentioning to the client,
3 the Town, that normally in a whereas clause you'll put
4 the statutory basis upon which one is proceeding to
5 enter into the action they're taking in the bylaw.

6 And I believe it was at the Mayor's
7 direction that no whereas -- no statutory provisions
8 need be included in the whereas clauses. So the note
9 in the second paragraph was to acknowledge that --

10 MR. FREDERICK CHENOWETH: It appears --

11 MR. LEO LONGO: -- the third paragraph
12 speaks to the staff reporting back issue and --

13 MR. FREDERICK CHENOWETH: Have that.

14 MR. LEO LONGO: -- that I indicate,
15 obviously after whatever call I had, that I had left
16 that in, but then said if people thought it was -- the
17 Town -- if the client thought it was unnecessary or
18 undesirable, they could remove it.

19 MR. FREDERICK CHENOWETH: I'm -- I'm
20 taking from this, and again I wasn't involved in the
21 conversation either, you were, but I'm taking from
22 this that in the conversation it would have been
23 suggested to you by one of the people you've
24 described, Cooper or Lloyd, that they weren't -- or
25 Almas, that they weren't anxious to have the -- the

1 return after solicitor review clause in the document.

2 Is that -- is that -- does that twig
3 your memory at all?

4 MR. LEO LONGO: It does not and I -- I
5 -- I couldn't say that to be so at all.

6 MR. FREDERICK CHENOWETH: But if Ms.
7 Almas said that that was her view, you wouldn't be in
8 a position to counter that, because you don't have any
9 memory of the conversation?

10 MR. LEO LONGO: She said it was her
11 view that such a -- a reporting back clause was
12 unnecessary.

13 MR. FREDERICK CHENOWETH: Correct.

14 MR. LEO LONGO: I -- I would disagree
15 with her as to the necessity of that.

16 MR. FREDERICK CHENOWETH: Whether you
17 disagree with her or not, if she says that that was
18 her position, you're not in a position with re -- as a
19 result of your memory of this conversation to say
20 otherwise, correct?

21 MR. LEO LONGO: Correct on that point.

22 MR. FREDERICK CHENOWETH: Thank you
23 very much.

24 No doubt that you were putting section
25 4 back in again or -- or leaving it in, but is it fair

1 to say that you made it clear in the remainder of the
2 sentence, i.e., it's felt that such provision if --
3 it's felt that such provision is unnecessary or
4 undesirable, you can remove it.

5 Fair to say you were, amongst other
6 things, saying to your clients that that section
7 wasn't a legal necessity?

8 MR. LEO LONGO: That's correct, not a
9 legal necessity. I want -- I was recommending it, but
10 if they deemed it unnecessary or undesirable they
11 could strike it for the second time.

12 MR. FREDERICK CHENOWETH: Very good.
13 Could we pull up ARB14?

14

15 (BRIEF PAUSE)

16

17 MR. FREDERICK CHENOWETH: This is an
18 email to you, Mr. Longo, from Ron Clark and it's dated
19 Monday the 16th.

20 MR. LEO LONGO: Yes, sir.

21 MR. FREDERICK CHENOWETH: And I think
22 you and I have pulled this up on other occasions in
23 this examination and I think you indicated that you
24 had some memory of receiving this email?

25 MR. LEO LONGO: I don't deny receiving

1 this email.

2 MR. FREDERICK CHENOWETH: Thank you.

3 And I asked you -- I put to you that it
4 suggested to me that -- that you would've had some --
5 that after reviewing the agreements, the share
6 purchase agreement and the unanimous shareholders
7 agreement, as you told us you did on the 15th and 16th
8 of January, that you had some discussions with Mr.
9 Clark because he says "two (2) more issues of which
10 you should be aware," and you suggested to me that was
11 inaccurate. This --

12 MR. LEO LONGO: I -- I --

13 MR. FREDERICK CHENOWETH: -- i.e., it
14 didn't -- i.e., just to make my question clear. I.e.,
15 that it didn't suggest that you had any conversations
16 with Mr. Clark.

17 MR. LEO LONGO: I don't recall having
18 any conversations with Mr. Clark that day. This came
19 the morning of him travelling up to Collingwood to
20 make his presentation to Council that evening.

21 I received this email, it just simply
22 said two more issues which you should be aware of. I
23 -- it's not, in my view, or understanding, a
24 recollection, a follow-up of a discussion with him
25 that day. Just -- he was alerting me to two issues.

1 MR. FREDERICK CHENOWETH: So you
2 didn't have any discussions with him during the time
3 of your review of those documents on January 15th and
4 16th, 2012?

5 MR. LEO LONGO: That's correct, I
6 don't believe I did.

7 MR. FREDERICK CHENOWETH: I'm
8 referring you to a document, and I hope I've got this
9 document number right, ARB23. If we could look at
10 that.

11 And that appears to be, and we can go
12 through it slowly, this appears to be your account, I
13 think, of February 27th, 2012, it's under your
14 signature.

15 Can we just cruise through that if we
16 could, please?

17 MR. LEO LONGO: Yes.

18

19 (BRIEF PAUSE)

20

21 MR. FREDERICK CHENOWETH: Let's stop
22 for a moment on -- on an entry -- a doc --

23 THE HONOURABLE FRANK MARROCCO: Sorry,
24 whose account is this?

25 MR. FREDERICK CHENOWETH: As I

1 indicated in my question, it's Mr. Longo's account.

2 We went to the -- we can go to the bottom of the

3 account and just confirm that, if we could.

4

5 CONTINUED BY MR. FREDERICK CHENOWETH:

6 MR. FREDERICK CHENOWETH: Mr. Longo,

7 this is your account?

8 MR. LEO LONGO: Yes, sir.

9 MR. FREDERICK CHENOWETH: It is your

10 account, sir?

11 MR. LEO LONGO: Your Honour, this is

12 the file that -- that I charge my time to related to

13 the work I did for the Town.

14 THE HONOURABLE FRANK MARROCCO: Well,

15 Mr. Chenoweth -- is this your account?

16 MR. LEO LONGO: Yes.

17 THE HONOURABLE FRANK MARROCCO: Okay.

18 MR. FREDERICK CHENOWETH: Thank you.

19

20 CONTINUED BY MR. FREDERICK CHENOWETH:

21 MR. FREDERICK CHENOWETH: And we were

22 looking at an entry for the 15th of January, 2012.

23 MR. LEO LONGO: Yes.

24 MR. FREDERICK CHENOWETH: It's an

25 entry in which you spent an hour, it would appear.

1 MR. LEO LONGO: yes.

2 MR. FREDERICK CHENOWETH: And it
3 appears to indicate that what you did in that hour was
4 you were vetting the revised agreements, which I take
5 it to be the share purchase agreement --

6 MR. LEO LONGO: M-hm.

7 MR. FREDERICK CHENOWETH: -- and the
8 unanimous shareholders agreement, as you earlier
9 described you did on that day, correct?

10 MR. LEO LONGO: Yes.

11 MR. FREDERICK CHENOWETH: And it
12 suggests that you had a telephone conference call with
13 Mr. Clark and Mr. Kennedy, which is consistent with
14 the earlier suggestion I made to you looking at the
15 earlier document, that the earlier document suggested
16 that there had been a call in which you discussed this
17 transaction.

18 MR. LEO LONGO: I'm -- thank you for
19 refreshing my memory. I rec -- I recall I did not
20 have a discussion with Ron on the 16th, the day that
21 the email came in, but on the 15th it appears that I
22 the one hour of dockets, a portion of that was a
23 conference call.

24 MR. FREDERICK CHENOWETH: And
25 obviously it was a conference call between the two (2)

1 of them, not just one (1) of them --

2 MR. LEO LONGO: Yes.

3 MR. FREDERICK CHENOWETH: -- but the
4 two (2) of them. And it would seem to be clear that
5 during that conference call you were discussing and
6 vetting the share purchase agreement and the unanimous
7 shareholders agreement, correct?

8 MR. LEO LONGO: I would have had them
9 in my possession.

10 MR. FREDERICK CHENOWETH: That wasn't
11 my question, sir.

12 My question was: Is it the case that
13 during that call with Ron Clark and Corrine Kennedy,
14 you were vetting and discussing the share purchase
15 agreement and the unanimous shareholders agreement?

16 MR. LEO LONGO: I can't say I did that
17 over the phone with them. I could say vetted revised
18 agreements: telephone conference call with the two of
19 them.

20 So I -- I would have seen the
21 agreements and I would have had a discussion with
22 them. Was I vetting the agreements over the phone
23 call with them? I may have been discussing the
24 agreements, but maybe I'm misunderstanding what you're
25 asking.

1 MR. FREDERICK CHENOWETH: Maybe you
2 are.

3 You -- you wouldn't deny that what you
4 were talking about on the 15th of January was the very
5 agreements that you had in front of you on that day?

6 MR. LEO LONGO: Yes, so I guess I'm
7 just saying when you're -- when you're saying "vetting
8 the agreements" --

9 MR. FREDERICK CHENOWETH: I see.

10 MR. LEO LONGO: -- that strikes me as
11 sitting on a phone call and going through each
12 agreement. I can't recall if that was so, I just
13 wanted to be as accurate as possible.

14 MR. FREDERICK CHENOWETH: You can't
15 recall whether it was so or wasn't so.

16 MR. LEO LONGO: Whether we were
17 talking about the agreements, whether it was an actual
18 vet through the agreements, that's what I can't
19 recall.

20 MR. FREDERICK CHENOWETH: But it's
21 clear that you were vetting the agreements during that
22 very same hour that you had this call with Ms. Kennedy
23 and Mr. Clark, correct?

24 MR. LEO LONGO: I provided my answer
25 as best I can.

1 MR. FREDERICK CHENOWETH: Thank you.
2 Your Honour, those are all the
3 questions I have of this witness. Thank you very
4 much.

5 THE HONOURABLE FRANK MARROCCO: Go
6 ahead, Mr. Marron.

7 MR. GEORGE MARRON: I might do this
8 from the table.

9 THE HONOURABLE FRANK MARROCCO: I'm
10 sorry, somebody coughed. You might do this from?

11 MR. GEORGE MARRON: From the counsel
12 table.

13 THE HONOURABLE FRANK MARROCCO:
14 Whichever you prefer.

15 MR. GEORGE MARRON: Yes. It's a
16 little bulky. Thank you.

17

18 (BRIEF PAUSE)

19

20 MR. GEORGE MARRON: I'll complete a
21 couple house cleaning -- or housekeeping duties here.
22 Thank you, Your Honour.

23

24 CROSS-EXAMINATION BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: Mr. Longo, my name

1 is George Marron. We know one another. And I
2 represent Sandra Cooper, who was the mayor in the 2010
3 to 2014 session and in respect of the years that are
4 under review here, namely 2010, 2011, 2012, the latter
5 part of 2010.

6 I -- I just wanted to review with you.
7 I took special note of the evidence that you gave
8 yesterday in reference to the Municipal Conflict of
9 Interest Act.

10 And I just wanted to make reference, if
11 I could, to the Foundation Document, Your Honour, and
12 the Foundation Document, page 15, paragraph 22. I
13 don't whether we need this pulled up, but I just
14 simply wanted to advise.

15

16 (BRIEF PAUSE)

17

18 MR. GEORGE MARRON: Thank you. This
19 indicates that in 2010 the Municipal Act had
20 provisions that permitted municipalities to establish
21 codes of conduct for councillors, and that's codes of
22 conduct as opposed to code of ethics, and to appoint
23 an integrity commissioner to conduct inquiries into
24 breaches of those codes of conduct.

25 Just in reference to that, there was a

1 staff report that was prepared on the 27th of April,
2 2009, by Sara Almas. And, Your Honour, this is
3 CJI0009231.

4

5 (BRIEF PAUSE)

6

7 MR. GEORGE MARRON: Thank you. And --
8 and, Mr. Longo, we're advised in the Foundation
9 Document at page -- paragraph 24 that in 2010 the Town
10 of Collingwood did not have a code of conduct or an
11 integrity commissioner.

12 And I understand that that was the gist
13 of your evidence yesterday?

14 MR. LEO LONGO: I suspect that was so,
15 yes.

16 MR. GEORGE MARRON: Okay. And this
17 staff report that's dated the 27th of April is an
18 indication of a recommendation from Council, if you
19 would be kind enough to look at paragraph 1, that
20 Council approved the reestablishment of an ad hoc
21 committee to review the current code of ethics and
22 determine necessary amendments, including whether it
23 should be replaced as a code of conduct?

24 MR. LEO LONGO: I see that.

25 MR. GEORGE MARRON: Yeah. And if I

1 could ask that -- that we scroll up. I got that
2 right, up as opposed to down. I had difficulty last
3 day. And if we could get right to the third page.
4 Yeah, that's it.

5 And, of course, it means we all have to
6 crane our heads or lean to the left or right, Your
7 Honour, but it is -- is an indication here that the
8 staff report, see 2009/'08 which is what I reviewed
9 with you, being Sara Alma's report, indicates that it
10 was recommended by Council to approve the
11 reestablishment of the ad hoc committee to review the
12 current code of ethics and determine necessary
13 amendments, including whether it should be replaced as
14 a code of conduct.

15 It indicates that that be approved.
16 And it indicates that vote was carried. And then it
17 further indicates that, not only did Sandra Cooper
18 vote in favour of that, but it indicates that Deputy
19 Mayor, as she was at that time, requested that all
20 members of Council interested in being a part of the
21 ad hoc committee submit their interest to her no later
22 than noon on Friday the 1st of May, 2009.

23 MR. LEO LONGO: I see that. Could I
24 ask as a favour -- could I just see page 2 of this
25 report for a moment?

1 MR. GEORGE MARRON: Could we scroll
2 that, please?

3

4 (BRIEF PAUSE)

5

6 MR. LEO LONGO: Further down, please.
7 Further down. Thank you. Okay. Thank you, Mr.
8 Marron.

9 MR. GEORGE MARRON: Okay. So, there's
10 nothing on that page that --

11 MR. LEO LONGO: No.

12 MR. GEORGE MARRON: -- on which you
13 want to remark? Okay.

14 MR. LEO LONGO: What I was looking
15 for, frankly, sir, was department head review. I was
16 just seeing if there was any reference to my firm
17 having been involved in the preparation of -- of this
18 --

19 MR. GEORGE MARRON: Right. Right.
20 Well, Justice --

21 MR. LEO LONGO: -- report.

22 MR. GEORGE MARRON: -- Marrocco --

23 MR. LEO LONGO: Yeah.

24 MR. GEORGE MARRON: -- I recall him
25 asking that yesterday, yeah

1 MR. LEO LONGO: And I don't --

2 MR. GEORGE MARRON: Yeah, there's no
3 indication --

4 MR. LEO LONGO: -- see --

5 MR. GEORGE MARRON: -- of a staff
6 report, no.

7 MR. LEO LONGO: Right. Thank you.

8 MR. GEORGE MARRON: Okay. All right.
9 So -- okay. So, I can bring you forward. And I can
10 do this just by way of statement, that on January the
11 5th, 2015, it was resolved by the Council of the Town
12 of Collingwood to receive the conclusions and
13 recommendation provided in an integrity commissioner's
14 report of October 20, 2014.

15 And it's indicated here that Deputy
16 Mayor Saunderson provided that the following motion
17 will be presented for consideration at the next
18 regular meeting of Council scheduled for January 19,
19 2015.

20 And it indicates here that a code of
21 conduct, including enhanced conflict of interest
22 provisions to include a broader definition of family
23 members and undue influence provisions.

24 Now, were -- were you acting for the
25 Town of Collingwood on the 5th of January, 2015?

1 MR. LEO LONGO: No.

2 MR. GEORGE MARRON: Well -- well,
3 what's --

4 MR. LEO LONGO: May I be clear? The -
5 - in 2014, the Town put out a new -- put out an RFP
6 for legal services. Our firm, like others, bid on
7 that service.

8 I -- our firm was not selected as -- as
9 the Town solicitor on a go-forward basis. But I
10 always understood that under that RFP, the CAO had the
11 ability to retain whomever he thought would be the
12 most appropriate person to deal with the matter.

13 So, even after 2014, when Miller
14 Thomson had taken over doing the work for the
15 municipality, Aird & Berlis would periodically get
16 calls from the municipality, either the CAO or the
17 clerk, to undertake work.

18 Even to this day, I believe John
19 Mascarin still does the occasional bit of work for
20 Collingwood.

21 MR. GEORGE MARRON: All right. Well,
22 thank you.

23 MR. LEO LONGO: But my involvement
24 ceased after the 2014 --

25 MR. GEORGE MARRON: Okay.

1 MR. LEO LONGO: -- election.

2 MR. GEORGE MARRON: Well, I -- I was
3 just bringing you up to what I believe to be the
4 current situation as of 2015. Otherwise, there was a
5 bylaw, actually, it's dated the 8th day of September,
6 2015, to establish a code of conduct for members of
7 Council and a complaint protocol, so -- and with an
8 expanded definition as to -- as to persons affected by
9 -- by way of family members and otherwise in a what
10 one might call a modern definition of the family to
11 include common law spouses and -- and brother-in-laws,
12 things of that sort.

13 In fact, I -- I could read it to you,
14 but it indicates immediate -- immediate relative. And
15 it -- it broadly extends the -- the definition as it
16 relates to individuals who would be in a deemed
17 position of conflict of interest, okay.

18 I don't know that I need to read that
19 into the record unless Your Honour would care to have
20 me do that. I mean, it --

21 THE HONOURABLE FRANK MARROCCO: I
22 think we probably have it --

23 MR. GEORGE MARRON: Yeah.

24 THE HONOURABLE FRANK MARROCCO: --
25 somewhere and --

1 MR. GEORGE MARRON: Yeah. Okay.

2 Thank you. All right. So, I -- I just want to
3 briefly review the evidence.

4 THE HONOURABLE FRANK MARROCCO: Just
5 before you do that, if you want to file a copy of the
6 bylaw --

7 MR. GEORGE MARRON: No, no, I'm
8 content.

9 THE HONOURABLE FRANK MARROCCO: --
10 I'll receive it as an exhibit.

11 MR. GEORGE MARRON: No, no. I'm
12 content. It was just -- there were a couple things I
13 believe that were outstanding yesterday, and I just
14 wanted to bring Mr. Longo up to speed in that, you
15 know, the code of conduct was not something that
16 existed prior to September 2015.

17 MR. LEO LONGO: Right.

18

19 CONTINUED BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: There was --
21 obviously, it goes back to 2009 Sara Almas staff
22 report. But it took some period of time to be enacted
23 or brought in by way of a bylaw.

24 MR. LEO LONGO: Yeah.

25 MR. GEORGE MARRON: So we were

1 talking -- or you were talking yesterday and educating
2 us on this Municipal Conflict of Interest Act.

3 And in reference to the deemed
4 interest, you're -- you indicated that the deemed
5 interest is one that is deemed to be that of the
6 member even though it belongs to someone else.

7 And a Conflict of Interest Act says
8 that under certain circumstances, the interest of
9 certain individuals, either direct or indirect, or a
10 pecuniary interest of theirs becomes the deemed
11 pecuniary interest of the Council member.

12 MR. LEO LONGO: That's correct.

13 MR. GEORGE MARRON: So it -- your
14 indication was under certain circumstances. And so --
15 and that was -- you've gone on further, I believe, in
16 your evidence to indicate that these matters would be
17 factually dependent and that under certain
18 circumstances would obviously be conditional to the
19 implication or the involvement of the member with the
20 Municipal Conflict of Interest Act.

21 MR. LEO LONGO: In my testimony, I
22 reviewed what the Act said about who -- whose interest
23 would be deemed to be that of the member.

24 MR. GEORGE MARRON: Right.

25 MR. LEO LONGO: I spoke of family

1 connections and the fact that siblings is -- is not --

2 MR. GEORGE MARRON: Right.

3 MR. LEO LONGO: -- currently

4 mentioned.

5 MR. GEORGE MARRON: Right. And you

6 indicated that on January the 7, 2011, you were

7 involved in the orientation of the new Council.

8 MR. LEO LONGO: Yes, sir.

9 MR. GEORGE MARRON: And I take it that

10 this is something that occurs with a new Council. So

11 it's every four (4) years that you had -- would be

12 involved or so involved or someone would be in the

13 orientation of the new Council?

14 MR. LEO LONGO: I would have assumed

15 that it's a -- it's a worthwhile practice that I'm

16 sure the Town has continued for its new Council.

17 MR. GEORGE MARRON: Yeah. So this

18 isn't something that occurred every year in the month

19 of January or at any particular point in time during

20 the currency of the Council.

21 MR. LEO LONGO: You like to get to the

22 new Council as early in their term as possible in

23 order to lay this all out for them.

24 MR. GEORGE MARRON: All right. And

25 having regard to New Years and the festivities. So

1 this was January the 7th, which is right following the
2 new year.

3 MR. LEO LONGO: That's right. They --
4 they normally take their oath the first -- first week
5 of December and -- but there's really not much in the
6 way of meeting schedules prior to January.

7 MR. GEORGE MARRON: All right. So
8 you, in the orientation, made it clear that siblings
9 aren't involved insofar as the -- of the Municipal
10 Conflict of Interest Act.

11 MR. LEO LONGO: That's correct.

12 MR. GEORGE MARRON: All right. And,
13 you know, we've heard from a number of witnesses.
14 We've heard from Sara Almas. We heard from Kim
15 Wingrove, Rick Lloyd, Sandra Cooper to that fact that
16 they all obviously came away from the orientation
17 session knowing that there was an exclusion of
18 siblings from the -- from the dictates of the
19 Municipal Conflict of Interest Act.

20 MR. LEO LONGO: Hopefully they
21 listened to the seminar.

22 MR. GEORGE MARRON: All right. So
23 just to deal with this. You indicated that there was
24 a local government Disclosure Act, and I take it that
25 that was something that the province had an

1 involvement with obviously. It's a provincial piece
2 of legislation. And it was never proclaimed, and you
3 indicated that after about 10 or 15 years, it just
4 fell off the books.

5 Was it something that would deal with
6 conflict of interest in a broader way, or was it -- in
7 other words to fill in for the deficiencies of the
8 Municipal Conflict of Interest Act as you described it
9 be? I mean, you indicated there was a glaring
10 omission that siblings were not included in the
11 Municipal Conflict of Interest Act --

12 MR. LEO LONGO: Right. So --

13 MR. GEORGE MARRON: -- and then spoke
14 about this local government Disclosure Act.

15 MR. LEO LONGO: -- the back -- Your
16 Honour, the background to that was after the
17 consultation committee presented its -- that I sat on
18 presented its recommendations to the province in July.
19 The -- the Rae government introduced and enacted
20 something called the Local Government Disclosure of
21 Interest Act, 1994, and that Act was part a piece of
22 legislation called the Planning and Municipal Statute
23 Law Amendment Act, 1994, Statutes of Ontario, 1994,
24 chapter 23. And the Local Government Disclosure of
25 Interest Act was schedule B of that Act.

1 Unfortunately, the government did not
2 act on the recommendation of the consultation
3 committee to include siblings as familial members for
4 which there would be a deemed interest. That
5 legislation, while it received royal assent -- was
6 only -- royal assent was only to take effect on
7 proclamation, and proclamation never occurred.

8 THE HONOURABLE FRANK MARROCCO: I
9 think you told me that yesterday.

10 MR. LEO LONGO: And -- just to finish
11 up -- and then 10 or 15 years later, it was expunged
12 from the -- like, formally taken out of the -- the
13 legislation.

14 But -- but even the government's
15 attempt in '94 to amend the Municipal Conflict of
16 Interest Act did not go as far as the consultation
17 committee recommended that -- that it -- it might.

18

19 CONTINUED BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: Okay. Thank you.
21 So that brings us back then to 2010 when eventual
22 authority in the Municipal Act made provision or
23 permitting municipalities to establish codes of
24 conduct for councillors and to appoint an integrity
25 commissioner.

1 MR. LEO LONGO: Well, if I recall
2 the -- the genesis of the legislation, it followed the
3 Bellamy Report, the computer scandal in -- in Toronto.

4 The Municipal Act made it discretionary
5 for municipalities to have codes of conduct, integrity
6 commissioners, et cetera, but I believe there was then
7 an amendment that said, no, we're making code of
8 conduct a mandatory feature for every municipality
9 now.

10 So I believe every municipality in
11 Ontario has to have a code of conduct and many have
12 chosen to have integrity commissioners as -- as we
13 move forward.

14 MR. GEORGE MARRON: Well -- and
15 there's some indication as to the expense involved in
16 the -- having these -- if I for want of a better
17 word -- these facilities or these available contacts.
18 I mean, if you're a small municipality, it's a lot
19 more onerous perhaps to carry the burden of the
20 salaries for professional people than if you're a
21 larger municipality.

22 MR. LEO LONGO: That's true, but some
23 of that has been addressed by having, for example,
24 municipalities pool their resources together and hire
25 a single integrity commissioner that serves the -- the

1 entire county or whatever number of municipalities
2 that choose to participate in that process.

3 MR. GEORGE MARRON: Right, right. All
4 right. And I think that was the case with Collingwood
5 in the initial stages and probably still is.

6 But in any event, the code of conduct
7 was not brought in until September 2015 to the Town of
8 Collingwood --

9 MR. LEO LONGO: Yes.

10 MR. GEORGE MARRON: -- by way of
11 bylaw, and Robert Swayze was the integrity
12 commissioner, and I believe it wasn't appointed until
13 the 16th of December 2013. And that is information
14 that is in the Foundation Document, and I'm not going
15 to ask to search through the documents.

16 MR. LEO LONGO: I'm not certain how I
17 can assist on this because I wasn't part of the Town's
18 legal work at that time.

19 THE HONOURABLE FRANK MARROCCO: Well,
20 I don't think you can. I think Mr. Marron's made the
21 point. It's in the document, and you're just
22 finishing off the line of questioning.

23 MR. LEO LONGO: Yeah. Yeah.

24 THE HONOURABLE FRANK MARROCCO: I
25 don't really think you can add anything to that.

1 MR. GEORGE MARRON: Yeah. Thanks,
2 Your Honour.

3 THE HONOURABLE FRANK MARROCCO: It was
4 more in the form of a extemporaneous discussion of the
5 issue.

6 MR. GEORGE MARRON: And I'll stand by
7 that because I pulled that out of the documentation.

8 THE HONOURABLE FRANK MARROCCO: Yes.

9

10 CONTINUED BY MR. GEORGE MARRON:

11 MR. GEORGE MARRON: Okay, so if I
12 could just move on then.

13 And then you indicated in your evidence
14 that -- and -- and we went through the -- the bulletin
15 or the points that you set out in your -- I'd call it
16 a paper, but in your presentation of January --
17 presentation, I'll be consistent with that then, that
18 if -- if anybody needed advice they'd have to go to
19 their own lawyer, they couldn't use Aird & Berlis and
20 you indicated the reason why, because you're the Town
21 solicitor and there'd be a conflict, certainly a
22 potential conflict if you're giving advice to one of
23 the Council members and then are turning around and
24 acting for the Town of Collingwood proper.

25 MR. LEO LONGO: That's correct.

1 MR. GEORGE MARRON: Right. Right.

2 So I -- and then you made a statement
3 that while you're giving this orientation and/or
4 perhaps while you're advising Council as the solicitor
5 for the Town of Collingwood, no one ever spoke to you
6 directly about conflict of interest?

7 MR. LEO LONGO: That's correct.

8 MR. GEORGE MARRON: So not unlike the
9 siblings point that you made, the -- the conflict that
10 you would be in, that point was made well, in the
11 sense that no one came forth and reviewed or asked you
12 to review with them a conflict of interest.

13 MR. LEO LONGO: That's correct.

14 MR. GEORGE MARRON: Okay. And then
15 you were asked by Commission counsel if -- if you knew
16 if Council ever received any training or information
17 about the Municipal Conflict of Interest Act and your
18 indication was that you wouldn't know that.

19 And I take it that that's the situation
20 by virtue of the fact that no one ever came to you
21 with that subject matter.

22 And the last bullet, and this was a
23 review of your slide presentation, talks about
24 abundant and at times contradictory case law, and then
25 you went on to indicate that even if a person were to

1 reach into their own pocket and go to -- go forth with
2 the expense to obtain a -- an opinion, that -- that
3 you were advised or you indicated that one of your
4 colleagues at Works, once again a Municipal law
5 expert, that independent advice often times was -- was
6 wrong.

7 MR. LEO LONGO: His -- his
8 recollection was that most of the time the advice
9 given is incorrect, but the fact that a councillor had
10 sought and obtained legal advice guaranteed that the
11 saving provision of the Act would kick in and a
12 councillor would not suffer the consequences of having
13 their seat vacated.

14 MR. GEORGE MARRON: Right. Right.

15 Now -- now, I take it that -- that
16 obtaining legal advice and a written report, and I
17 think your indication was that if somebody's going to
18 -- a member -- if a member of Council is going to seek
19 legal advice, they want to obtain a written report so
20 that they can, number 1, prove that they've obtained
21 the legal advice, and number 2, be able to present
22 what they've obtained.

23 And -- and for that very reason that it
24 -- if it's something that is determined in the
25 eventual and final stage, that it's in error, at least

1 the person has made the attempt that shows good faith
2 on the part of the individual.

3 MR. LEO LONGO: Putting it in writing
4 is usually the prudent thing to do.

5 MR. GEORGE MARRON: Right, right
6 So you were then directed to -- to this
7 term, the spirit, and it made reference to the
8 Municipal Act which you said there is nothing in the
9 Municipal Act that would --

10 MR. LEO LONGO: Not on the conflict of
11 interest aspect.

12 MR. GEORGE MARRON: Yeah, yeah.

13 And -- but it says here that the spirit
14 of the provisions of the Municipal Conflict of
15 Interest Act and -- and Mr. Mather asked you what's
16 meant by the spirit of the Municipal Conflict of
17 Interest Act and it seemed to me you were a little
18 hesitant on that, but your indication was you didn't
19 draft it, so -- but you gave what you believe that
20 term or phrase meant, and you -- you indicated that
21 you -- it's -- was an expectation that a Council
22 member would adhere to the legislation in an effort to
23 achieve its principles and desired outcomes.

24 So then you went on further to -- you
25 were asked if you could recall any conversations that

1 you had with the CAO, and that would have been Kim
2 Wingrove in 2011, or with the clerk about the content
3 of the Code of Ethics and specifically what this
4 provision meant.

5 And you -- your indication that you had
6 no recollection of that, but that on occasion Sara
7 Almas indicated to you that she wasn't going to be
8 advancing herself as somebody who could provide a
9 legal opinion on a conflict of interest.

10 And -- and you were asked well, when
11 did -- when did that occur and your indication was
12 well generally it was something that perhaps was
13 reinforced by a number of indications from Sara Almas.

14 And when she testified here, I believe
15 that her evidence overall indicated her ability to
16 make the distinction between providing a legal
17 opinion, because she wasn't a solicitor, and even
18 referring to anything by way of an opinion in the
19 sense that she wouldn't want what she said to be
20 misinterpreted.

21 So was that in keeping with sort of the
22 general conversation as you recall it to be that you
23 had with her?

24 MR. LEO LONGO: My understanding is
25 Ms. Almas has consistently taken the position, while

1 she's been clerk, that she is not a person to whom
2 councillors are to go to seek advice as to compliance
3 with the Municipal Conflict of Interest Act.

4 MR. GEORGE MARRON: Right.

5 So they'd have to retain their own
6 counsel and reach into their pocket to do so.

7 MR. LEO LONGO: Yes, sir.

8 MR. GEORGE MARRON: We -- we heard
9 from Rick Lloyd, who was the Deputy Mayor, that in and
10 around the years under review that his -- his salary,
11 I take it gross salary, it didn't indicate, but his
12 salary was \$22,000 a year as the Deputy Mayor or
13 occupying that position, that's what they paid him.

14 And I would submit that a legal opinion
15 could be a significant outlay from the \$22,000,
16 depending on the circumstances, obviously, I mean it
17 could be quite involved. It's a difficult area of the
18 law.

19 MR. LEO LONGO: I don't really know if
20 there's a question in there for me.

21 MR. GEORGE MARRON: Yes. Well, I --
22 you nodded and so I went further than perhaps I should
23 have.

24 But -- but this is a fairly complex
25 area of the law, or at least it can be because it's

1 factually driven and --

2 MR. LEO LONGO: It's -- it's fact-
3 driven. The legislation is not an extensive piece of
4 legislation.

5 MR. GEORGE MARRON: Right.

6 MR. LEO LONGO: I -- I think most
7 competent lawyers can read it and -- and understand it
8 and would be able to assist clients quickly in
9 understanding what their obligations are under the
10 Act.

11 MR. GEORGE MARRON: Well, that's your
12 opinion and once again though, it's factually driven
13 and -- and you know, without getting into the details,
14 I mean there was some review of the -- of the email
15 chain which occurred as between yourself, Sandra
16 Cooper and Rick Lloyd back on the -- back in January
17 of 2011 -- or sorry, 2012.

18 MR. LEO LONGO: What about those
19 emails?

20 MR. GEORGE MARRON: Well, there --
21 there was that chain of -- of emails that we went
22 through or --

23 MR. LEO LONGO: Yes.

24 MR. GEORGE MARRON: -- you know, it
25 was -- I don't want to characterize it, but for want

1 of a better word, a precautionary issue that you
2 raised with Sandra Cooper and Rick Lloyd as to whether
3 the interests of Collus were compatible or whether
4 they may be different with the interests of the Town?

5 MR. LEO LONGO: Yes, sir. Right.

6 MR. GEORGE MARRON: And there was some
7 review of that by the Miller Thomson firm in 2015.

8 Are you aware of that?

9 MR. LEO LONGO: Yes.

10 MR. GEORGE MARRON: Okay. And there
11 was some comment made by the -- I have her name, but
12 it just escapes me now, there was some comment made
13 by. Was -- was it a Ms. Kennedy? No, no, no, no.

14 THE HONOURABLE FRANK MARROCCO: Well,
15 we can -- we can figure out the name.

16 MR. GEORGE MARRON: Yeah.

17 THE HONOURABLE FRANK MARROCCO: Just --

18 MR. GEORGE MARRON: Yeah, yeah.

19 THE HONOURABLE FRANK MARROCCO: Why
20 don't you just put the question --

21 MR. GEORGE MARRON: Yeah, I'll come
22 back to that. This is -- okay. All right, so.

23

24 CONTINUED BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: Now, so Mr.

1 Breedon stood up at the podium and asked you some
2 questions. And he asked you about the duty of
3 councillors. And -- and he put the evidence to you
4 that the duty of councillors is to act in the best
5 interests of the municipality. And your response was,
6 Yes?

7 MR. LEO LONGO: Correct.

8 MR. GEORGE MARRON: And -- and then he
9 asked whether there was a duty to be impartial on the
10 part of the Council member. And your indication was,
11 well, the term 'impartial' is something that you were
12 a little dubious about, I think you used the term
13 'dubious', but that the councillor's duty would be not
14 to have a closed mind of matters that come before
15 them?

16 MR. LEO LONGO: Correct.

17 MR. GEORGE MARRON: Yeah. And you
18 indicated that -- that, you know, there were persons
19 who were elected and were obviously partial perhaps to
20 certain things in the community, and so, hence --
21 perhaps a better term to be an open mind.

22 And so, the -- the fundamen --
23 fundamental idea is that councillors have to act in
24 the best interests of the municipality. And you agree
25 with that?

1 MR. LEO LONGO: Yes, sir.

2

3 (BRIEF PAUSE)

4

5 MR. GEORGE MARRON: And then -- then
6 Mr. Chenoweth took over and asked some questions
7 towards the end of the day. And he referred to the
8 term 'confidentiality'.

9 And you indicated to him that the term
10 'confidentiality' was not something that was involved
11 in the Municipal Conflict of Interest Act per se, that
12 it was a different aspect?

13 MR. LEO LONGO: M-hm.

14 MR. GEORGE MARRON: And -- and you
15 indicated that your experience with codes of ethic was
16 that, on the issue of conflict of interest, they would
17 do no more but repeat the legislation and the
18 requirements under the Municipal Conflict of Interest
19 Act and that they were -- they were -- you indicated,
20 I suggest, that -- that your experience has been that
21 -- that the ki -- the kind of codes of ethics which
22 you had reviewed, that they didn't really supplant the
23 Act.

24 And I believe it's section 15 of the
25 Conflict of -- or the Municipal Conflict of Interest

1 Act that actually reinforces that, isn't it? Is it
2 section 15? I may have the wrong section.

3 MR. LEO LONGO: I'm drawing a blank
4 right now about what section 15 says --

5 MR. GEORGE MARRON: Yeah. Well --

6 MR. LEO LONGO: -- so I apologize.

7 THE HONOURABLE FRANK MARROCCO: Well,
8 I think we can all -- you can cite that section at the
9 appropriate time.

10 MR. GEORGE MARRON: Okay.

11 THE HONOURABLE FRANK MARROCCO: But
12 you're right, the witness did give this evidence
13 yesterday.

14 MR. GEORGE MARRON: Yeah. Thank you.

15

16 CONTINUED BY MR. GEORGE MARRON:

17 MR. GEORGE MARRON: Okay. And -- and
18 you went on just in that vein to say that it would
19 simply, in your experience, have a placeholder that
20 said a councillor will be aware that the Conflict of
21 Interest Act applies and you shall adhere to it.

22 And that's, in my experience, what
23 those kinds of codes of ethics addressed?

24 MR. LEO LONGO: It has been my
25 experience.

1 MR. GEORGE MARRON: So -- so, there's
2 a distinction then, I suggest, when one considers a
3 code of ethics, the no penalty provision's in the code
4 of ethics, and it's -- it's indicated that it's more
5 of a guideline.

6 I think -- I think that's the term they
7 used, 'as a guideline'. And that may be -- that may
8 be in the preamble. I believe it is. I don't --

9 MR. LEO LONGO: Don't mean to diminish
10 a code of ethics by just saying it's a guideline.
11 It's an important document that a Council clearly
12 believes should be adhered to and to guide the
13 behaviour of their councillors.

14 But as it pertains to conflict of
15 interest legislation, I'm just repeating myself, the
16 code usually just recites that the member must be a
17 aware of their obligations under that Act and adhere
18 to the Act.

19 MR. GEORGE MARRON: Right. Right.

20 MR. LEO LONGO: But even here in
21 Collingwood they took an extra step in their new code
22 of conduct.

23 MR. GEORGE MARRON: Right.

24 MR. LEO LONGO: They chose to broaden
25 --

1 MR. GEORGE MARRON: Right.

2 MR. LEO LONGO: -- not from the
3 conflicted -- municipal conflict of interest
4 legislation, but they chose on their own to say we
5 believe there are other interests that should -- that
6 -- that a councillor should have to declare. And --
7 and they've done that --

8 MR. GEORGE MARRON: Right.

9 MR. LEO LONGO: -- the -- the last
10 time through.

11 MR. GEORGE MARRON: Right. As of
12 September 2015?

13 MR. LEO LONGO: Right.

14 MR. GEORGE MARRON: Right. Okay. But
15 that didn't exist back in 2011 and 2012?

16 MR. LEO LONGO: It didn't exist back
17 then.

18 MR. GEORGE MARRON: So, we've got this
19 void, I suggest, 2011 and 2012 where the -- the void
20 that the conflict -- or sorry, the void that the code
21 of conduct accounts for. I mean, it fills the void?

22 MR. LEO LONGO: Somewhat, yes.

23 MR. GEORGE MARRON: Yeah. Well,
24 somewhat significantly, I would suggest.

25 MR. LEO LONGO: Well, I haven't had

1 any involvement with the -- the Collingwood code of
2 conduct --

3 MR. GEORGE MARRON: Okay.

4 MR. LEO LONGO: -- since it's been in
5 place, but it --

6 MR. GEORGE MARRON: Yeah. Okay.

7 MR. LEO LONGO: -- it certainly has
8 the appearance of filling that void.

9 MR. GEORGE MARRON: Okay. But -- but
10 I -- I take it that anyone drafting it would obviously
11 have reference to other codes of conduct and it would
12 be hopefully one (1) -- hopefully there would be some
13 uniformity in the --

14 MR. LEO LONGO: I don't know who dra --

15 MR. GEORGE MARRON: -- code.

16 MR. LEO LONGO: A good draftsman
17 might look to precedent for assistance.

18 MR. GEORGE MARRON: Okay. Okay.

19

20 (BRIEF PAUSE)

21

22 MR. GEORGE MARRON: Okay. So, Mr.

23 Chenoweth then asked you about the oath of office.

24 And he asked if -- during the presentation that you

25 made January the 7th, 2011, if you made any comments

1 with respect of the oath of office when you were
2 discussing conflicts and the Municipal Conflict of
3 Interest Act.

4 And you -- you indicated that,
5 obviously, you're under time constraints and that it
6 wasn't something that you were directed to to -- to
7 deal with in a direct sense.

8 You were asked to make comment on the
9 Municipal Conflict of Interest Act. And you confined
10 your --

11 MR. LEO LONGO: I am --

12 MR. GEORGE MARRON: -- your
13 presentation of that?

14 MR. LEO LONGO: I was aware at the
15 time and am aware now that the current and then oath
16 of office for councillors had in it a statement that
17 they would adhere to the Municipal Conflict of
18 Interest Act.

19 MR. GEORGE MARRON: Right.

20 MR. LEO LONGO: I was aware that was
21 part of the oath. The councillors would have taken
22 that oath the month prior to the orientation session.
23 Whether I mentioned in passing during my presentation
24 -- you'll recall your oath spoke about this piece of
25 legislation. I can't recall.

1 MR. GEORGE MARRON: Right, right.
2 Well, yeah. And you went on to say that and make that
3 -- make that point. And so, the oath of office
4 essentially sets out that the Council members should
5 truly, faithfully, and impartially exercise the office
6 to the best of my knowledge and ability.

7 Do you agree with that?

8 MR. LEO LONGO: That's correct.

9 MR. GEORGE MARRON: All right. So
10 once again, it uses the term "impartially," and you're
11 assenting to that which I won't go back through that.
12 But that is --

13 THE HONOURABLE FRANK MARROCCO: It
14 does though. I mean, is there --

15 MR. GEORGE MARRON: Yeah.

16 THE HONOURABLE FRANK MARROCCO: It
17 does say that.

18 MR. GEORGE MARRON: Oh, yeah. Yeah.
19 It's --

20 THE HONOURABLE FRANK MARROCCO: I
21 mean, I didn't need Mr. Longo to tell me it said that.
22 It says that, right?

23
24 CONTINUED BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: Okay. Well, he --

1 well, Mr. Longo then perhaps, the opinion that you
2 gave earlier in your testimony referencing the term
3 "impartial," I take it you're consistent on that.
4 There's no need to go back through that.

5 MR. LEO LONGO: I believe -- I believe
6 I've been consistent, yes.

7 MR. GEORGE MARRON: Yeah. You prefer
8 the concept of an open mind --

9 MR. LEO LONGO: Open mind is that --

10 MR. GEORGE MARRON: -- double
11 negative, not a closed mind.

12 MR. LEO LONGO: That test is the one
13 the Supreme Court has articulated several times as to
14 determining whether there's a bias shown by a Council
15 member to a matter.

16 MR. GEORGE MARRON: Right.

17 MR. LEO LONGO: Having a mind that's
18 open to persuasion is usually indicia that you do not
19 have a disqualifying bias.

20 MR. GEORGE MARRON: All right. Now,
21 there's -- but there's a bit of a circuitous route
22 here in the sense that the oath of office -- one of
23 the four (4) things that a councillor's giving oath to
24 is the requirement or at least the acknowledgment that
25 he or she would adhere to the Conflict of Interest

1 Act, the Municipal Conflict of Interest Act.

2 MR. LEO LONGO: That's correct.

3 MR. GEORGE MARRON: All right. So if
4 we could just move on then. When we're dealing with
5 conflict of interest and we're dealing with matters of
6 confidentiality, the onus is on the individual member
7 to make the call or make the declaration?

8 MR. LEO LONGO: That's correct.

9 MR. GEORGE MARRON: And I assume that
10 there are a number of instances as there -- as I
11 intend to advance in this Inquiry where a member of
12 Council is approached by someone and provided with
13 some disclosure.

14 And is there a duty on the member to
15 make reasonable enquiry of what's being disclosed, or
16 is it a situation where you can essentially take
17 refuge if there's a problem down the road by saying
18 well, this is what he told me here.

19 MR. LEO LONGO: I'm not sure I'm
20 understanding your question, sir.

21 MR. GEORGE MARRON: Well, it's --
22 yeah. I'm not too sure I understood it either as --

23 MR. LEO LONGO: Okay. So...

24 MR. GEORGE MARRON: -- I went on with
25 it.

1 But what I'm suggesting is this, if
2 there's a duty to disclose on the part of the Council
3 member, that obviously is based on a person having an
4 appreciation or a knowledge of the circumstances.

5 MR. LEO LONGO: Yes. I always would
6 advise a Council member -- when I'm not acting for the
7 elected Council at large -- your obligation is not
8 just to disclose. You have a pecuniary interest. You
9 have to give a reason context around that declaration
10 of pecuniary interest.

11 So you have to say I have a pecuniary
12 interest. I'm declaring a pecuniary interest because
13 my daughter works for the applicant who's before here
14 today. You have to give the context of it. You just
15 simply don't make a declaration of interest baldly.

16 MR. GEORGE MARRON: Well, that's the
17 obvious reason that comes forth is that's it's an easy
18 way to dodge a controversial issue unless you give
19 particulars of the -- as to the conflict or the area
20 of conflict.

21 MR. LEO LONGO: There used to be a
22 councillor in the city of Toronto who would declare a
23 conflict of interest to avoid participating in any
24 controversial decision.

25 THE HONOURABLE FRANK MARROCCO: That's

1 not before me.

2 MR. LEO LONGO: No, it's not.

3 THE HONOURABLE FRANK MARROCCO: It's
4 an interesting tactic.

5 MR. LEO LONGO: I thought it would be
6 an interesting little sidebar.

7 THE HONOURABLE FRANK MARROCCO: And
8 this excursion through the world of conflicts of
9 interest is fascinating and hopefully coming to an
10 end.

11

12 CONTINUED BY MR. GEORGE MARRON:

13 MR. GEORGE MARRON: We are. And so --
14 but we are. And I just wanted to establish the point,
15 Your Honour, that there -- the duty to disclose can
16 and obviously is related to a duty to make reasonable
17 enquiry as to the circumstances in which the conflict
18 of interest may arise. Do you agree with that?

19 MR. LEO LONGO: Yes. It has to be
20 reasonably known to the -- to the member --

21 MR. GEORGE MARRON: Okay.

22 MR. LEO LONGO: -- the fact situation.

23 MR. GEORGE MARRON: Okay. So if
24 there's a situation where there's misrepresentation as
25 to that disclosure, I mean this representation can be

1 what someone has said by statement of fact, or it can
2 be by way of an omission act.

3 MR. LEO LONGO: Misrepresentation by
4 whom? Like, I -- by the Council member who's making
5 the declaration or --

6 MR. GEORGE MARRON: No, no, no. By
7 the third party who's approaching the Council member.

8 MR. LEO LONGO: I'm not really sure I
9 have an answer to --

10 MR. GEORGE MARRON: Okay. Well, let
11 me get a little more clear then. I mean, in this
12 Inquiry, we've heard evidence that Sandra Cooper on
13 the 2nd of June 2011 was approached by her brother,
14 Paul Bonwick and that he presented to her a letter --
15 a draft of a letter which he asked her to consider and
16 send on to the PowerStream corporation. And I'll get
17 into that in detail.

18 But the question at this point is to
19 ask you, just generally, that if in providing that
20 letter in making disclosure, it may very well affect
21 the ability of a Council member -- in this case
22 Sandra Cooper -- to consider and to execute on her
23 duty to disclose the conflict of interest.

24 MR. LEO LONGO: I don't know all the
25 details, but theoretically, it might.

1 MR. GEORGE MARRON: Yeah. I mean,
2 it's clear that the duty is on Sandra Cooper. She's
3 the Council member. It's not on Paul Bonwick.

4 MR. LEO LONGO: That's correct.

5 MR. GEORGE MARRON: Right. But as I
6 said, if there's some misrepresentation, that was
7 something that would -- or could provide a reasonable
8 excuse if there's any subsequent involvement with a
9 breach of the conflict of interest scenario.

10 MR. LEO LONGO: Your Honour, is that
11 something that I'd be wanting --

12 THE HONOURABLE FRANK MARROCCO: It's
13 an appropriate question in my view if you're able to
14 answer it. If not, then just say so.

15 MR. LEO LONGO: Just want to
16 understand if there was a misrepresentation by
17 Mr. Bonwick to his sister --

18 MR. GEORGE MARRON: Yes.

19 MR. LEO LONGO: -- that could have
20 affected her assessment of the situation?

21 MR. GEORGE MARRON: Yes.

22 MR. LEO LONGO: I -- I guess the
23 answer is that's correct because it's the individual
24 councillor who has to make the assessment and that
25 councillor has to make the assessment on the facts

1 that he or she has when dealing with the situation.

2

3 CONTINUED BY MR. GEORGE MARRON:

4 MR. GEORGE MARRON: And there might
5 very well be an enquiry as to what, if anything, by
6 way of enquiry was made by Sandra Cooper in those
7 circumstances.

8 MR. LEO LONGO: Right.

9 MR. GEORGE MARRON: That would be
10 important.

11 MR. LEO LONGO: Correct.

12 MR. GEORGE MARRON: Yeah.

13 MR. LEO LONGO: Because there'd be --
14 there'd be an expectation that a councillor would take
15 reasonably prudent steps to ascertain the situation.

16 MR. GEORGE MARRON: Right. But that
17 could somehow -- or rather, I suggest, be conflicted
18 with the trust element. I mean, here's a member of
19 your immediate family approaching you making a
20 misrepresentation as to facts or an omission -- a
21 misrepresentation by way of omission of facts. I
22 mean, there's this element of trust, and that would be
23 taken into consideration as well, I suggest.

24 MR. LEO LONGO: That I'm not certain
25 of.

1 MR. GEORGE MARRON: All right. But it
2 would present a reasonable excuse, I suggest. It
3 could.

4 MR. LEO LONGO: I don't want to sit on
5 judge and jury on this. I -- I can't say. It -- it
6 would certainly make for a difficult Thanksgiving
7 dinner, I would think, at the family dinner table.
8 But as to how it plays out without knowing more of the
9 facts, I'd only be making assertions that didn't have
10 much of a foundation.

11 MR. GEORGE MARRON: Okay. Well, we'll
12 get into that. I'm just wondering. It's -- is this a
13 good time to ...

14 THE HONOURABLE FRANK MARROCCO: Is it
15 convenient from your perspective?

16 MR. GEORGE MARRON: Thank you.

17 THE HONOURABLE FRANK MARROCCO: All
18 right, ten (10) minutes.

19

20 --- Upon recessing at 11:20 a.m.

21 --- Upon resuming at 11:32 a.m.

22

23 THE HONOURABLE FRANK MARROCCO: Yes,
24 please. Go ahead.

25 MR. GEORGE MARRON: Thank you.

1 CONTINUED BY MR. GEORGE MARRON:

2 MR. GEORGE MARRON: Okay, Mr. Longo,
3 I'm -- I'm going to address the -- what I believe to
4 be the relevant circumstances in this Inquiry as
5 pertaining to Sandra Cooper and in relation to
6 allegations conflict of interest, breach of
7 confidentiality. And so I -- I'm -- I propose to
8 review -- and I'll do this as -- briefly and as -- but
9 as completely as I can.

10 And, Your Honour, I'm going to be
11 making reference to summary document 1-2. And there
12 we go. If we could go to page 2 of that document, and
13 -- and I intend to review the document basically the
14 way it's set out, and obviously, there are instances
15 where I'm going to be asking -- or putting some
16 questions to Mr. Longo as we do that.

17 And I think it's the most efficient way
18 for me to do it, and -- and I'm particularly concerned
19 in addressing the facts in an appropriate way. So I'm
20 going to have regard to the Foundation Document. And
21 I can indicate that to when it comes to the -- the
22 prompts or the footnotes, that I have checked those
23 out. So I would hope that there wouldn't be anything
24 amiss or awry in -- in the manner in which I do this.

25 But if there's anything that creates a

1 difficulty for you along the way, Mr. Longo, you bring
2 that to my attention, I'll do whatever I can to
3 assist. And -- and I'm doing this with a view to --
4 at the end of the factual disclosure is I propose to
5 present it to ask you your opinion in referencing the
6 area that we've talked about as concerns disclosure,
7 misrepresentation by way of factual misstatement or
8 omission.

9 So having said all that, I'll get
10 underway, then. Thank you.

11 So I'd -- I'd refer you to the first
12 page, paragraph 2. It indicates, and I can go through
13 this quickly -- I don't know that there's any
14 requirement in your part to review this, but it
15 indicates that on the 10th of January, 2011, Mr.
16 Bonwick sent an email to an individual by the name of
17 Brian Bentz, who was the CEO of PowerStream, or at
18 least was a -- a director of the Corporation.

19 I may be in error with CEO, but that's
20 what I believe the position was. And he introduced
21 himself, indicated that the -- during the time he
22 spent in elected office, the potential sale of
23 Collingwood's utility service had been raised with
24 mixed emotions and he would like -- his -- his
25 proposal was to indicate that he would like to meet

1 and discuss PowerStream's level of interest in
2 pursuing such an option.

3 And then he went on further to
4 indicate:

5 "The municipal Council is in the
6 process of beginning their budget
7 considerations, and as a result,
8 timing is potentially a critical
9 factor. As a result, I'm requesting
10 an opportunity to meet and discuss
11 the situation, should PowerStream
12 have a potential interest."

13

14 (BRIEF PAUSE)

15

16 MR. GEORGE MARRON: He goes on to Mr.
17 Bentz, who had been in contact with Ed Houghton in the
18 late months of -- or at least in December of 2010 went
19 -- contact into Ed Houghton, and -- to review with Ed
20 Houghton the fact that Paul Bonwick had made a call to
21 him. And there was an indication there that there was
22 a potential, according to Ed Houghton, that Bonwick
23 could help you.

24 So on the 11th of January, there's a
25 further email where Brian Bentz and PowerStream

1 contacts Paul Bonwick, and thanks him for the email
2 message, indicates that:

3 "I would be interested in discussing
4 the issues and potential
5 alternatives that you indicated in
6 your email regarding the budget
7 deliberations of the current
8 Council."

9 So they met at the PowerStream offices
10 following day, January the 12th, and Mr. Bentz made
11 some notes. They were undated, but indicates that, I
12 believe, it's -- it's fair that they indicate to -- to
13 this meeting -- wherein he indicated that he had told
14 Paul Bonwick that PowerStream may be interested in
15 hiring him, and would like to receive a proposal,
16 something that he could take to his audit and
17 financial committee.

18 And he raised the fact that, in
19 particular issue, with you being the brother to the
20 mayor, and penned the question, "Is that a conflict?"

21 Now, those notes were transcribed and
22 then made available in the Foundation Document in
23 paragraph 6. We're then -- we're then told that on
24 the 17th of January, deputy mayor Rick Lloyd emailed
25 Sara Almas, and the substance of the email is set out

1 in paragraph 8 of the Foundation Document.

2 So I -- I'd ask you just to review that
3 briefly, Mr. Longo.

4

5 (BRIEF PAUSE)

6

7 MR. GEORGE MARRON: It -- it's some
8 indication on Mr. Lloyd's part that his brother is
9 considering bidding on Town work --

10 MR. LEO LONGO: I've read the --

11 MR. GEORGE MARRON: Yeah. Okay.

12 MR. LEO LONGO: -- I've read the
13 email.

14 MR. GEORGE MARRON: Okay.

15 MR. LEO LONGO: Or -- or the

16 paragraph.

17 MR. GEORGE MARRON: All right. So he
18 -- he's asking that Ms. Almas provide him with a
19 opinion on whether he's got to declare an interest in
20 reference to his indication that his brother is
21 perhaps about to bid on Town work or is considering
22 it.

23 And so he's asking her if this is her
24 understanding as well. And he indicates that:

25 "I do realize you cannot give advice

1 on this matter."

2 And -- and that's essentially what you
3 referred to earlier in your testimony, when you
4 indicated Sara Almas said --

5 MR. LEO LONGO: Right.

6 MR. GEORGE MARRON: -- perhaps on a
7 few occasions, confirmed that with you.

8 MR. LEO LONGO: He's articulating his
9 understanding that he doesn't believe he has a
10 conflict of interest and then seems to ask her for her
11 position while realizing she can't give advice.

12 MR. GEORGE MARRON: Right.

13 MR. LEO LONGO: That's what it says.

14 MR. GEORGE MARRON: Okay. So just
15 moving along then, she responded, and that's at
16 paragraph 9, where she indicates to Mr. Lloyd:

17 "You're correct in that the
18 Municipal Conflict of Interest Act
19 clearly identifies that a member of
20 Council is not deemed to be in
21 conflict if it's the interest,
22 direct or indirect, of a sibling."

23 And that's your indication yesterday
24 and --

25 MR. LEO LONGO: Yes, sir.

1 MR. GEORGE MARRON: All right. So
2 there's an indication next that on the 29th of January
3 that -- that this copy of Ms. Almas' email to Deputy
4 Lloyd was forwarded to Brian Bentz, and an indication
5 that here is the response the Deputy Mayor received
6 from the clerk's office. And he indicates to Mr.
7 Bentz that:

8 "If you require more substance,
9 please let me know. The Deputy
10 Mayor had informed me that this was
11 a legal opinion."

12 And I would suggest that flies in the
13 face of what Sarah Almas had been indicating to you.
14 So it's misleading, I would suggest. That would be --
15 you would confirm that, wouldn't you? Well,
16 potentially --

17 MR. LEO LONGO: It doesn't appear to
18 accurately set out what Ms. Almas said.

19 MR. GEORGE MARRON: Yeah. Well,
20 that's -- that's fair.

21 And -- and then it goes on to say:

22 "That said, the clerk is the person
23 responsible for the interpretation
24 of the Municipal Act for Council."

25 So I don't know what is meant by that.

1 I would suggest that that wouldn't hold water either,
2 would it, make a statement like that?

3 MR. LEO LONGO: I'm -- I'm sure Mr.
4 Bonwick will be asked to explain this email --

5 MR. GEORGE MARRON: All right.

6 MR. LEO LONGO: -- or this item.

7 MR. GEORGE MARRON: Okay, that's fair.
8 Thank you.

9 So -- so once again then, we've got --
10 at paragraph 11, we've got Brian Bentz, who makes --
11 making further notes.

12 So he said that:

13 "Got back to me sometime later with
14 a proposal and opinion he had
15 received saying the Mayor was not in
16 conflict."

17 So far I don't see anything that
18 involves Sandra Cooper at all, do you?

19 MR. LEO LONGO: From what I've read
20 with you, I didn't see that that response had anything
21 to do with the Mayor.

22 MR. GEORGE MARRON: Right, thank you.

23 And he says -- goes on to say -- said:

24 "Do you have that opinion?"

25 And he's told by Bonwick, who said it

1 came from the city clerk on advice of counsel, and I -
2 - I would venture forth that on advice of counsel that
3 counsel would properly be spelled as legal counsel, C-
4 O-U --

5 MR. LEO LONGO: S-E-L --

6 MR. GEORGE MARRON: Yeah.

7 MR. LEO LONGO: -- not C-I-L, right.

8 MR. GEORGE MARRON: So it's -- I mean,
9 you wouldn't -- you wouldn't engage the Town Council,
10 the Town of Collingwood, on some matter pertaining to
11 this. Okay. So it said -- said:

12 "Came from the city clerk on advice
13 of counsel that if the interest is
14 of a sibling, then the elected
15 official does not have a conflict."

16 Then he indicates that the request came
17 from the Deputy Mayor, not the Mayor.

18 So that's in conflict, I suggest, with
19 what Mr. Bentz has noted in the first sentence that he
20 writes, although he indicates that it came from the
21 city clerk and that the request came from the Deputy
22 Mayor, not the Mayor. There seems to be a little
23 confusion. Can we leave it at that on that? It
24 doesn't quite add up, does it?

25 MR. LEO LONGO: I see Mr. Bentz

1 writing:

2 "Asked him to get more information
3 to that effect."

4 "Said he would."

5 So I'm assuming Mr. Bonwick said he
6 would give Mr. Bentz more information.

7 MR. GEORGE MARRON: Right. Well, Mr.
8 Bentz will be testifying in this Inquiry. We haven't
9 heard from him yet.

10 Okay. So he said, well, can you get
11 some documentation to that effect and he was told that
12 he would.

13 So now we move ahead to paragraph 12 in
14 the January 20th, 2011, where Mr. Bonwick emails Brian
15 Bentz again, and he says:

16 "I want to be perfectly clear on my
17 understanding of the conflict
18 guidelines contained in the
19 Municipal Act."

20 Well, it's not the Municipal Act; it's
21 the Municipal Conflict of Interest Act.

22 MR. LEO LONGO: Correct.

23 MR. GEORGE MARRON: He says:

24 "The Town's solicitor provided legal
25 opinion to the Deputy Mayor

1 clarifying there's no breach of
2 conflict of interest guidelines in
3 this situation."

4 Now, on the 20th of January 2011, you
5 were the Town's solicitor.

6 MR. LEO LONGO: I did not provide any
7 advice at all in this regard.

8 MR. GEORGE MARRON: Well, not advice,
9 but you weren't even approached to provide advice.

10 MR. LEO LONGO: I was not, right.

11 MR. GEORGE MARRON: And then it goes
12 on to indicate -- it makes reference to the
13 discussions relating to Mr. Bonwick's overall proposal
14 and --

15 MR. LEO LONGO: Well, just to stop
16 there, not only does it -- does it say that there is
17 no breach of conflict of interest, it says:

18 "In this situation."

19 And I don't understand how Ms. Almas'
20 response to the Deputy Mayor is a legal opinion on
21 this situation, which I assume he's talking about his
22 role with PowerStream, but --

23 MR. GEORGE MARRON: Right. I mean,
24 there's a paucity or very few -- there are no facts
25 provided, right?

1 MR. LEO LONGO: Yes.

2 MR. GEORGE MARRON: So this is Mr.
3 Bonwick indicating that in -- in this regard, I would
4 -- he's got "purpose," but I assume that's:

5 "Propose PowerStream consider
6 engaging my company, subject to a
7 satisfactory fee structure, on a
8 much broader level, eliminating the
9 potential accusation that our
10 business relationship is somehow
11 predicated on family contacts."

12 So that -- that I would advise or would
13 assume, relates to Sandra Cooper, the fact that she's
14 the Mayor.

15 MR. LEO LONGO: Correct.

16 MR. GEORGE MARRON: And so we're
17 getting into a little bit of window dressing I'm
18 suggesting, and in other words we're getting a bit of
19 an optic consideration here, how is this going to
20 look?

21 Is that a fair -- that a fair
22 assessment or --

23 MR. LEO LONGO: I -- I'm looking at
24 this comment that Mr. Bonwick has made and it -- it --
25 he's saying I'd like to be engaged by -- by your

1 company, on a much broader level, eliminating any
2 potential accusation. It says what it says.

3 I'm not really sure what you're asking
4 me to comment on --

5 MR. FREDERICK CHENOWETH: Your Honour,
6 I --

7 MR. LEO LONGO: -- Mr. Bonwick's --

8 THE HONOURABLE FRANK MARROCCO: Sorry,
9 what's this --

10 MR. FREDERICK CHENOWETH: I
11 interrupted --

12 THE HONOURABLE FRANK MARROCCO: -- got
13 to do with --

14 MR. FREDERICK CHENOWETH: I
15 interrupted -- I interrupted the witness --

16 THE HONOURABLE FRANK MARROCCO: It
17 doesn't have anything to do with Mr. Houghton. His
18 questions are related to Mr. Bonwick and the witness
19 is having difficulty answering them.

20 MR. FREDERICK CHENOWETH: Look, I --
21 my only concern, Your Honour, is I'm -- I'm just not
22 entirely sure where we're going with this line of
23 questioning.

24 THE HONOURABLE FRANK MARROCCO: Well,
25 we'll find out. I'm going to -- I mean --

1 MR. FREDERICK CHENOWETH: All right.
2 I -- I make the comment that this -- this witness has
3 been pretty clear that he had no involvement in any of
4 these matters, so I'm -- I'm assuming that his -- that
5 his comments that he's making with respect to these
6 matters can only be as some sort of expert in that he
7 has no knowledge of them, wasn't involved in any of
8 them, and -- and is that -- is that what we're now
9 getting --

10 THE HONOURABLE FRANK MARROCCO: I'm
11 not going to get sidetracked into an explanation. Mr.
12 Marron is putting questions to the witness. The
13 witness is sophisticated enough to either answer them
14 or not. I'm not getting into this, getting
15 sidetracked.

16 I -- I'm going to allow Mr. Marron to
17 ask the questions. If he can't answer them, just say
18 he can't answer them.

19 MR. FREDERICK CHENOWETH: Very good,
20 Your Honour.

21 THE HONOURABLE FRANK MARROCCO: Go
22 ahead, Mr. Marron.

23

24 CONTINUED BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: Right. Well, I'm

1 going to move on in any event.

2 Okay. So, we ended -- we see that
3 there was a -- on January the 20th, 2011, there is a -
4 - an email sent to Brian Bentz with a proposal from
5 Paul Bonwick's company, Compenso Communications and --

6 MR. LEO LONGO: I see that on the
7 screen, yes.

8 MR. GEORGE MARRON: Right. And if we
9 go further to January 25, and then on February the 1st
10 there's another email sent by Paul Bonwick to Brian
11 Bentz, and an indication that:

12 "In the interests of time I had to
13 initiate the beginning of the
14 process we discussed."

15 Now, I'll leave that for another day
16 and for the PowerStream executives.

17 In any event, it says that Mr. Bonwick
18 understands that PowerStream will not be in a position
19 to formally consider my proposal til the end of
20 February.

21 So that takes us then to the 8th day of
22 March, 2011, and when Mr. Bentz makes a presentation
23 about Collus Power to the Audit and Finance Committee
24 and the Board of Directors for PowerStream.

25 And the -- if we go over to paragraph

1 18 -- well, 17, it says:

2 "The presentation advised the
3 committee that informal discussions
4 with senior employees of Collus
5 Power lead to a suggestion that
6 PowerStream explore the potential
7 hiring of Paul Bonwick as a
8 consultant."

9 And then paragraph 18 indicates that
10 the slides prepared for the PowerStream board included
11 this information about Mr. Bonwick.

12 If you go down to the sixth bullet
13 point -- well, no, let's -- maybe we'd better just
14 come back up a bit. It says:

15 "Mr. Bonwick would assist
16 PowerStream in navigating and
17 advising PowerStream on how to best
18 work with the Town of Collingwood's
19 Council if an acquisition
20 opportunity were to arise with
21 Collus Power. Mr. Bonwick is the
22 brother of the current Mayor of
23 Collingwood. That currently Mr.
24 Bonwick lives in the Town of
25 Collingwood and he operates a

1 government-relations firm, servicing
2 clients in Canada and the United
3 States."

4 It indicates here that the Deputy Mayor
5 of Collingwood has confirmed that the Municipal
6 Conflict of Interest Act clearly identifies that a
7 member of Council is not deemed to be in a conflict if
8 it's the interest, direct or indirect, of a sibling.

9 Finally:

10 "Should PowerStream pursue this
11 arrangement at a minimum we would
12 want to ensure that there is full
13 disclosure."

14 So that's the first we hear of
15 PowerStream having any particular interest or concern
16 with full disclosure.

17 So if we then --

18 THE HONOURABLE FRANK MARROCCO: Can I
19 just interrupt for a second?

20 I take it the reason you're doing this
21 is you're setting the stage for asking a question at
22 some point?

23 MR. GEORGE MARRON: Yeah.

24 THE HONOURABLE FRANK MARROCCO: All
25 right.

1 MR. GEORGE MARRON: Well that's --
2 that's the remarks I made at the outset before I
3 started and --

4 THE HONOURABLE FRANK MARROCCO: I just
5 wanted to make sure I understood that.

6 MR. GEORGE MARRON: Yes, yes. Thank
7 you.

8

9 CONTINUED BY MR. GEORGE MARRON:

10 MR. GEORGE MARRON: So March 9th
11 there's an indication here that there's a
12 communication between a -- the Director of
13 PowerStream, who happens to be the Mayor of Barrie,
14 Jeff Lehman. And he wrote to Brian Bentz and he -- he
15 offered to schedule a meeting with Mayor Sandra Cooper
16 for Mr. Bentz.

17 And Mr. Bentz said while he was
18 planning on speaking with Ed first:

19 "I was also thinking after our
20 meeting the he may be somewhat
21 sensitive to me seeing the Mayor
22 before this process gets off the
23 ground."

24 Then he goes on to say:

25 "Perhaps an informal, one on one

1 meeting, either by phone or face to
2 face between you and Mayor Cooper
3 would make more sense at this stage,
4 given the fact that you know each
5 other."

6 He said:

7 "I'll call him in any event to get
8 his perspective. My instincts tell
9 me that he [being Ed] wouldn't want
10 me going directly to the top at this
11 point in the process."

12 So on March 10th and 11th in 2011, if
13 you look at paragraph 21, the PowerStream Board held a
14 strategic retreat, and it indicates that the materials
15 at that meeting include a merger and acquisition
16 update that, among other things stated, we understand
17 the Town of Collingwood may be experiencing financial
18 problems related to his 2011 budget, and as a result
19 may be looking to divest of some of its assets.

20 And an indication on the following
21 page:

22 "Furthermore, we understand that the
23 Collus audit and finance committee
24 has engaged a consultant to evaluate
25 the utility in case of a potential

1 sale."

2 There will be some issue raised as to
3 how PowerStream would have that information on the
4 10th and 11th of March, 2012.

5 No -- next we go to considering --
6 PowerStream considering letters of reference and that
7 on February 13th there was an email by Paul Bonwick
8 advising Mr. Bentz he'd requested reference letters
9 from representatives of three (3) clients, and he
10 names one (1) of them as Mr. Houghton, who provided a
11 reference back in 2005.

12 And he indicated that:

13 "I contacted Ed to secure his
14 approval providing this letter to
15 you. It was my opinion that
16 requesting a more current letter
17 from Ed could put him in a conflict
18 situation."

19 And knowing that Ed Houghton it -- was
20 associated with Collus PowerStream group, you'd
21 confirm that, it could very well put him in a conflict
22 --

23 MR. LEO LONGO: Can I confirm?

24 MR. GEORGE MARRON: I say knowing that
25 Ed Houghton, and you indicated yesterday that you knew

1 that Ed Houghton was associated not only with the
2 Public Works, but with the Collus PowerStream group.

3 MR. LEO LONGO: Yes.

4 MR. GEORGE MARRON: So I -- I'm
5 suggesting to you that -- that -- that this opinion as
6 indicated by Paul Bonwick, that a more current letter,
7 apart from the 2005 recommendation, could put Ed
8 Houghton in a conflict situation.

9 And I'm suggesting to you that is a
10 potential.

11 MR. LEO LONGO: I -- I don't know what
12 the letter of -- of 2005 is addressing.

13 MR. GEORGE MARRON: Okay, all right.
14 That's fair.

15 You'd want to look at the content of
16 the letter or assess the letter and -- before you
17 could, obviously assess whether --

18 MR. LEO LONGO: You're asking me a
19 question about the letter and I never seen this letter
20 or know what its content is.

21 MR. GEORGE MARRON: I appreciate that.
22 But what -- what I'm asking is it -- would you agree
23 with me that it's an indication of a potential
24 conflict? It could be.

25 MR. LEO LONGO: A conflict for Mr.

1 Houghton or a conflict to -- the Conflict of Interest
2 Act doesn't apply to staff members, it applies to
3 Council members only. So I --

4 MR. GEORGE MARRON: Okay.

5 MR. LEO LONGO: I'm a little uncertain
6 as to what -- what you're asking.

7 MR. GEORGE MARRON: Okay, all right.

8

9 (BRIEF PAUSE)

10

11 MR. GEORGE MARRON: So now we go to
12 April 20th, 2011 and this is an email, once again from
13 Paul Bonwick to Brian Bentz.

14 And there's an indication attached to
15 memo that I'd like to review -- like you to review
16 prior to participating in the conference call we've
17 scheduled.

18 And the memo reads as follows, and I
19 will read this, it says:

20 "Brian, I wanted to put some
21 thoughts to paper for your
22 consideration and that of your audit
23 committee."

24 It goes on:

25 "On the matter related specifically

1 to optics concerning Collus and the
2 Town of Collingwood, I would like to
3 share my thoughts and
4 recommendations. The position the
5 audit committee has taken on this
6 matter clearly reflects the
7 reputation PowerStream has earned
8 since it's inception. Transparency,
9 integrity, and unreserved commitment
10 to the shareholders and the
11 reputation of PowerStream continue
12 to be the number 1 priority."

13 More importantly, page 12, the memo
14 continues that:

15 "In keeping with this direction I'd
16 recommend the following actions.
17 Subject to the approval of the terms
18 and conditions in an agreement
19 between PowerStream and Compenso, I
20 would propose we agree to create an
21 approach in addressing the perceived
22 issue of optics. If the RFP, that's
23 the Request for Proposal, unfolds, I
24 would propose we request a meeting
25 with the following people."

1 And he names people named there, Ed
2 Houghton, present CEO of Collus, Dean Muncaster, the
3 Chairman of the Board of Collus, Kim Wingrove, the CAO
4 of the Town of Collingwood, Mayor Sandra Cooper,
5 Deputy Mayor Rick Lloyd, budget chair, and Sara
6 Almas's clerk.

7 "The sole purpose of this meeting is
8 to provide full disclosure to the
9 officials of Collus and the Town of
10 Collingwood related to my business
11 activities and relationship with
12 PowerStream and to seek their input
13 as it relates directly to my
14 engagement."

15 And it goes on.

16 "In reality, if Compenso is engaged
17 in any manner with PowerStream, the
18 concern of optic still exists unless
19 we move to full disclosure, as
20 previously identified."

21 He said:

22 "I don't believe the audit
23 committee's concerns, be as to
24 optics, would be alleviated if I was
25 engaged by PowerStream to provide

1 ongoing services in other areas
2 while not actively participating on
3 the Collus file."

4

5 (BRIEF PAUSE)

6

7 MR. GEORGE MARRON: So, this memo was
8 forwarded by Brian Bentz to the audit and finance
9 committee, a member of that committee. And...

10

11 (BRIEF PAUSE)

12

13 MR. GEORGE MARRON: We now go forward
14 to paragraph 27, where, on the 25th of April, the
15 PowerStream CFO, John Glicksman, emails Brian Bentz
16 attaching the Bonwick memo and page headed, "Draft key
17 points for discussion."

18 In the email, Mr. Glicksman stated:

19 "I would suggest we forward or
20 discuss with him the attached terms
21 of the deal."

22 And they set out some terms of the
23 deal. And then there's a letter that's drafted on the
24 18th of May by Paul Bonwick, and it was sent to Brian
25 Bentz and which is -- and it was a draft letter which

1 was for Mayor Sandra Cooper's signature.

2 And Mr. Bonwick sent a cover --
3 covering email that indicated:

4 "Here is a draft letter as per our
5 discussion. Please review and let
6 me know if the context (sic) is
7 satisfactory."

8 Now, the draft letter is set out on
9 paragraph 29. And I can indicate to you, Mr. Longo,
10 that this was a letter that ends up being dated the
11 2nd of June, 2011. And it was forwarded by way of
12 email and regular mail by Sandra Cooper to Brian
13 Bentz. And...

14

15 (BRIEF PAUSE)

16

17 MR. GEORGE MARRON: Just have your
18 indulgence.

19

20 (BRIEF PAUSE)

21

22 MR. LEO LONGO: Could we scroll down
23 so I can continue reading what the draft -- thank you.

24 MR. GEORGE MARRON: I'm sorry, I
25 didn't hear that.

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: I'm just trying to
4 locate the June 2nd letter, Your Honour.

5

6 (BRIEF PAUSE)

7

8 MR. GEORGE MARRON: Yeah, so.

9

10 (BRIEF PAUSE)

11

12 MR. GEORGE MARRON: If you would...

13

14 (BRIEF PAUSE)

15

16 MR. MICHAEL WATSON: Your Honour, if -
17 - if we're looking for the letter itself, I can say
18 it's TOC48812, if that helps.

19 MR. GEORGE MARRON: Yeah. Thank you.
20 I have the letter here.

21

22

23 CONTINUED BY MR. GEORGE MARRON:

24 MR. GEORGE MARRON: So, it -- it, as I
25 indicated, is -- is basically unchanged from what is

1 set out in paragraph 29. But if we could call up that
2 then, TOC0048812. Could -- could you review that, Mr.
3 Longo?

4

5

(BRIEF PAUSE)

6

7 MR. LEO LONGO: Scroll down some more,
8 please. Okay, I see this letter. Thank you.

9

10 MR. GEORGE MARRON: Okay. Now, I'm
11 going to question -- ask some questions of you. And
12 I'll just defer that for a bit and I'll ask some
13 questions in -- in reference to that letter, but just
14 to continue on with the -- the events as they
15 progressed.

16 So, on the 19th of May, there's an
17 indication by way of an email from Paul Bonwick to
18 Brian Bentz indicating that Mayor Cooper offered to
19 call Mayor Lehman, if he would still like that to take
20 place and Mr. Bonwick indicating:

21 "I'm available if you wish to call
22 me at some point this afternoon."

23 And Mr. Bentz indicated that he had
24 spoken with Mayor Lehman, who was agreeable to
25 receiving a call. And following this exchange, Mr.
Bentz sent the draft Mayor Cooper letter to Mayor

1 Lehman.

2 And -- and there's an indication by Mr.
3 Bonwick to Mr. Bentz writing:

4 "As you can see by the letter I
5 drafted, I wrote it with the thought
6 of public disclosure if ever
7 required."

8

9 (BRIEF PAUSE)

10

11 MR. GEORGE MARRON: Now, that was on
12 the 19th of May. If we go forward to paragraph 32, it
13 indicates that a meeting occurred on the 24th of May
14 between Bri -- or among Brian Bentz, John Glicksman,
15 and Paul Bonwick.

16 And after the meeting, apparently
17 letters of reference were forwarded. And there was a
18 proposal of a contract for a period of six (6) months
19 starting on January the 24th and ending on July the
20 31st, 2011.

21 And the proposal sought monthly fees of
22 ninety-five hundred dollars (\$9,500) with a 2.5
23 percent success fee based on the acquisition price of
24 a particular LDC paid within ten (10) days of closing.
25 The proposal included the following areas of service.

1 It says:

2 "Build the case and enhance the
3 profile, develop a personalized
4 contact program, access key decision
5 makers, issue monitoring and
6 tactical recommendations."

7 Now, in the letter that Mr. Bonwick
8 prepared and -- and Mayor Cooper sent on the 2nd of
9 June, I'm submitting that the description in the
10 second paragraph in the letter -- could we have
11 TOC0048812 again? If we could look at the second
12 paragraph.

13 "Paul has described the potential
14 services this company will be
15 providing to include but not limited
16 to strategic advice and matters
17 related to public relations,
18 strategic planning, acquisitions and
19 media relations."

20 I'm suggesting to you that what's set
21 out in paragraph 32, points 'A' through 'E' inclusive,
22 suggests something beyond what is set out in the
23 letter of June the 2nd, 2011.

24 MR. LEO LONGO: Cou -- could we go
25 back to paragraph 32 so I could see it?

1 MR. GEORGE MARRON: Yeah. Thank you.

2

3 (BRIEF PAUSE)

4

5 MR. LEO LONGO: I agree that --

6 THE HONOURABLE FRANK MARROCCO: Well,

7 is that paragraph --

8 MR. LEO LONGO: -- the 'A' -- 'A'

9 through 'E' --

10 THE HONOURABLE FRANK MARROCCO: Is

11 that paragraph 32? Can we just --

12 MR. GEORGE MARRON: Yeah, it is, Your

13 Honour.

14 THE HONOURABLE FRANK MARROCCO: Okay.

15 Fine.

16 MR. LEO LONGO: 'A' through 'E' seem

17 to speak to different matters and potential broader

18 matters than set out in the letter.

19

20 CONTINUED BY MR. GEORGE MARRON:

21 MR. GEORGE MARRON: Thank you. The le

22 -- the letter goes on to say that -- that he also

23 stated that these -- if we could go back to the

24 letter. I apologize for jumping around here.

25 But it indicates at paragraph 2, the

1 last sentence:

2 "He has also stated that these
3 responsibilities could potentially
4 incorporate advice related to the
5 Town of Collingwood subject to
6 certain conditions unfolding in the
7 coming months."

8 So that's an indication, I suggest,
9 that -- it speaks for itself, I would suggest, that
10 there may be conditions or developments in relation to
11 Mr. Bonwick which might come into play and hence might
12 be conditions -- or certain conditions that have some
13 bearing on or have some relation to the Town of
14 Collingwood.

15 MR. LEO LONGO: That's what it says.

16 MR. GEORGE MARRON: Right. And then
17 it goes on to say:

18 "Should these conditions come into
19 play, Paul has suggested that a
20 meeting be scheduled with relevant
21 parties to move more formally to
22 clarify Paul's role with
23 PowerStream."

24 So I would suggest that that paragraph,
25 once again, says what it says that if the conditions

1 come into play, there should be a meeting, and we
2 should -- we should review that and obviously review
3 with a consideration as to whether the Municipal
4 Conflict of Interest Act might come into play.

5 MR. LEO LONGO: It doesn't mention
6 Conflict of Interest Act explicitly in here, and I'm
7 having some difficulty really understanding what the
8 undefined certain conditions are that are mentioned in
9 paragraph 2 and in paragraph 3 should these conditions
10 come into play. That is so vague to me that it
11 could -- it could mean anything. But -- so...

12 MR. GEORGE MARRON: Okay. All right.
13 But it's -- once again, though, it's setting out that
14 certain conditions could unfold, and a meeting should
15 be held, or at least there should be some disclosure
16 or review of what the conditions are.

17 MR. LEO LONGO: There seemed to be an
18 indication in the mayor's letter to PowerStream that
19 she understood that beyond general strategic advice to
20 PowerStream, her brother might be engaged in providing
21 PowerStream with services related directly to the
22 Town of Collingwood, subject to certain -- certain
23 conditions unfolding.

24 MR. GEORGE MARRON: Right. Right.
25 So -- and this letter was provided, and I'm

1 suggesting -- and we'll review the Foundation Document
2 a little more closely -- that this letter is dated the
3 2nd of June and was provided, as I indicated, by way
4 of --

5 MR. LEO LONGO: I see that.

6 MR. GEORGE MARRON: -- regular mail
7 and email. And I can indicate that on the 31st of May
8 2011 that Paul Bonwick had entered into a draft -- or
9 at least a draft agreement was negotiated. And on the
10 1st of June 2011, there was a draft agreement
11 prepared, and I will be showing that to you
12 momentarily.

13 MR. LEO LONGO: Okay. You're telling
14 me this. I have no independent knowledge of it.

15 MR. GEORGE MARRON: Well, this is
16 where we're going. If we look at paragraph 33, it
17 says:

18 "On the 31st of May 2011,
19 PowerStream CFO John Glicksman sent
20 a draft consulting agreement to
21 Paul Bonwick."

22

23 And it says:

24 "The draft consulting agreement
25 required Mr. Bonwick to represent

1 and warrant that he had disclosed
2 the scope of his services and his
3 retainer by PowerStream to the mayor
4 and to the clerk of the Town of
5 Collingwood and to provide written
6 evidence of such disclosure to
7 PowerStream."

8 So if I could -- well, we'll just
9 finish this off. Mr. Bonwick replied with:

10 "One small correction required in
11 the disclosure paragraph."

12 He said that although he had informed
13 the mayor, he had not formally engaged with the clerk
14 or any other municipal staff on this matter at this
15 time.

16 That appears, I would suggest, to be
17 inconsistent with the indication that had been
18 forwarded by Rick Lloyd to Paul Bonwick referencing
19 what Sara Almas had provided to Rick Lloyd.

20 MR. LEO LONGO: I -- I really can't
21 comment on -- on that any -- beyond what's -- what's
22 written there.

23 From a Conflict of Interest Act, this
24 is PowerStream requiring Mr. Bonwick to make certain
25 disclosures to the Town.

1 MR. GEORGE MARRON: That's right.

2 MR. LEO LONGO: The Conflict of
3 Interest Act doesn't require non -- doesn't impose any
4 obligations on someone who's not a Council member. So
5 this -- is PowerStream wanting to set its own criteria
6 or preconditions to engaging Mr. Bonwick as I -- as I
7 read it --

8 MR. GEORGE MARRON: Right.

9 MR. LEO LONGO: -- with you this
10 morning -- or this afternoon.

11 MR. GEORGE MARRON: Right. On
12 condition that he make full disclosure to the Town of
13 Collingwood. I've got the agreement --

14 MR. LEO LONGO: It says what it
15 says --

16 MR. GEORGE MARRON: Right.

17 MR. LEO LONGO: -- that the scope of
18 his services be disclosed and that he provide written
19 evidence of such.

20 MR. GEORGE MARRON: Right.

21

22 (BRIEF PAUSE)

23

24 MR. GEORGE MARRON: So if I could
25 refer you to do document number ALE0000160.

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: And this is the
4 draft agreement, Mr. Longo, that was dated the 1st of
5 June, and then -- it's a letter agreement.

6 There was a non-disclosure agreement
7 which was entered into on the 1st of June, as well,
8 between PowerStream and Paul Bonwick's company. But
9 that was in relation to confidential information as
10 held by PowerStream that -- that contracted
11 compensable communications in Paul Bonwick personally
12 not to disclose any of the trade secrets or
13 confidential information held by PowerStream.

14 MR. LEO LONGO: Yeah. I've just --
15 I've just only seen the first two (2) paragraphs of
16 that letter. I've not seen anything else about
17 non-disclosure.

18 MR. GEORGE MARRON: And let me -- and
19 let me confirm that the -- that I've reviewed the
20 June 1 draft proposal, and I reviewed it with the
21 June 7, 2011 letter, and they're exactly the same.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: Are you referring to

1 the schedule A that's contemplated in the
2 confidentiality heading?

3 MR. GEORGE MARRON: Yeah. Yeah. I
4 didn't -- yeah. I should have indicated. It was the
5 attachment, I believe, to the June 1.

6 MR. JOHN MATHER: There is a version
7 of that at ALE192.

8 MR. GEORGE MARRON: Yeah. Thank you.
9 But I think for purposes of the examination this
10 morning that I need to have it called up or pulled up
11 on the electronics.

12

13 CONTINUED BY MR. GEORGE MARRON:

14 MR. GEORGE MARRON: Okay. So the --
15 this indicates, I would suggest, if we consider the
16 background, it sets out pretty clearly, I would
17 submit -- if you look at the first page of this
18 engagement letter, it says:

19 "As part of our corporate strategy,
20 PowerStream is committed to pursuing
21 growth opportunities by way of
22 acquisitions and mergers involving
23 other local distribution companies
24 within the province of Ontario."

25 And it says that:

1 "The Honourable Paul Bonwick, as
2 principal of CCI, has expertise in
3 government relations and in
4 communications that may assist
5 PowerStream in achieving its M&A
6 objectives."

7 So if we look at the letter of June
8 2nd, which is TOC0048812, that -- that's a consistent
9 statement with what is in the letter dated June 2nd,
10 where it says where Sandra Cooper has set out in the
11 letter, although it was drafted by her brother, set
12 out that his services will be limited to strategic
13 advice and matters related to public relations.

14 MR. PAUL BONWICK: Your Honour, just
15 on a point of order. Or sorry, correction there. Mr.
16 Marron forgot to leave out the first part of the
17 sentence, "will be provided to included but not
18 limited to." He just started the sentence at
19 "strategic advice".

20 THE HONOURABLE FRANK MARROCCO: All
21 right.

22 MR. GEORGE MARRON: All right.

23 I'll set it out fully.

24

25 CONTINUED BY MR. GEORGE MARRON:

1 MR. GEORGE MARRON: Paul has described
2 the potential services his company will be providing
3 to include, but not limited to strategic advice and
4 matters related to public relations strategic planning
5 and media relations.

6 So I'm suggesting, Mr. Longo, that
7 government relations and communications would be a
8 similar description to what is set out in the June
9 2nd, 2011, comparing that in the -- the retainer
10 letter of June 1st, 2011.

11 In any event, if we move down into the
12 scope of work it -- in my submission if you would
13 review that and compare it to the June 2nd letter, it
14 sets out a scope of work which is not set out in the
15 June 2nd, 2011 letter.

16 MR. LEO LONGO: The Mayor's June 2nd
17 letter, is that what you're referring to? The June --

18 MR. GEORGE MARRON: The letter, yes,
19 the letter that was directed to Brian Bentz by Sandra
20 Cooper.

21 MR. LEO LONGO: Please scroll down
22 some more.

23 I see the reference to strategic advice
24 in the top bullet on page 2.

25 MR. GEORGE MARRON: Yes. Right.

1 But it goes on, it's much broader, I
2 suggest, the scope of work in the agreement of June
3 1st, 2011, or the draft agreement, than what is set
4 out in the text of the letter dated June 2nd, 2011, as
5 sent by Sandra Cooper to Brian Bentz at PowerStream.

6 MR. LEO LONGO: It -- it may be. I
7 mean the words just speak for themselves, Mr. Marron,
8 and comparing one to the other, I -- I'm not sure how
9 I can assist -- how my evidence or my comments are --
10 are of assistance to -- to you or the Tribunal, the
11 Commission, excuse me.

12 MR. GEORGE MARRON: Okay. Well --

13 MR. LEO LONGO: In that regard.

14 MR. GEORGE MARRON: All right. Well
15 then if we could go down through the bullet points
16 then, under the scope of work. Scroll up -- down.

17 First bullet point:

18 "Identify potential opportunities
19 for the purchase, merger or other
20 business combination of LDCs
21 primarily within PowerStream's
22 geographic footprint or outside of
23 the geographic specialized --
24 specifically authorized by
25 PowerStream."

1 I would ---

2 MR. LEO LONGO: Is it -- Your -- Your
3 Honour, is it possible to split screen this -- the --
4 this display and put the letter up, because Mr. Marron
5 has both letters, you know, back and forth. I -- all
6 I have is the screen and it's hard for me to remember
7 what's in the letter and --

8 THE HONOURABLE FRANK MARROCCO: I
9 think we might be better to do it by hard copy because
10 --

11 MR. GEORGE MARRON: Yeah.

12 THE HONOURABLE FRANK MARROCCO: --
13 there's some difficulty with putting the two (2)
14 documents on screen at the same time.

15 MR. JOHN MATHER: We're arranging to
16 have printed copies right now.

17 THE HONOURABLE FRANK MARROCCO: I'm --
18 I appreciate, you know, I've sort of let this go on
19 for while. Are -- but it does come -- I mean, it does
20 come a point where I -- I'm not sure how much help --
21 how much further help the witness can be.

22 Have you got a lot more to -- I don't --
23 - I don't want to foreclose your client and -- and
24 certainly I've let others ask questions for an extend
25 -- you know, I don't want to do that.

1 But is there much more of this?

2 MR. GEORGE MARRON: No. No. We're --
3 we are getting to the end of this segment of the
4 examination of -- of Mr. Longo and I appreciate the
5 difficulty here.

6 I -- I'm --

7 THE HONOURABLE FRANK MARROCCO: You're
8 essentially asking Mr. Longo to agree that there is a
9 difference --

10 MR. GEORGE MARRON: Yes, exactly.

11 THE HONOURABLE FRANK MARROCCO: --
12 between the two descriptions of the work that Compenso
13 is going to --

14 MR. GEORGE MARRON: Yes. Well, --

15 THE HONOURABLE FRANK MARROCCO: And he
16 -- it seems that he requires both documents to -- to
17 look at them.

18 MR. GEORGE MARRON: Well, yes.

19 THE HONOURABLE FRANK MARROCCO: I'm
20 not sure whether his read of the document is any
21 different than mine.

22 MR. GEORGE MARRON: Well, yes, I -- I
23 appreciate that.

24 THE HONOURABLE FRANK MARROCCO: He --
25 Mr. Longo does have a background in municipal law and

1 he's certainly spoken about the Municipal Conflict of
2 Interest Act and so on, he's done all those things.

3 MR. GEORGE MARRON: No. Well -- well
4 the relevance, in my submission, is to put Mr. Longo
5 in a position where I can ask him some questions
6 dealing with representations, misrepresentations as it
7 pertains to -- to the situation that will eventually
8 be fully before Your Honour.

9 THE HONOURABLE FRANK MARROCCO: That's
10 why I've -- I'm -- I understand that's what you're
11 trying to do and that's why I'm really not trying to
12 unduly intrude into the somewhat tedious way you have
13 to go about this to set the stage for it.

14 I get -- I understand that.

15 MR. GEORGE MARRON: All right, well
16 could we do it this way then. Could we put the
17 letter, which is 48812, and I can read from the
18 PowerStream document or I can provide a -- a copy of
19 the PowerStream document to Mr. Longo. How's that?

20 MR. JOHN MATHER: We have --

21 THE HONOURABLE FRANK MARROCCO: You
22 can do that.

23 MR. JOHN MATHER: We have a hard copy
24 of the June 1st PowerStream letter.

25 MR. GEORGE MARRON: That's perfect,

1 sure. Thanks, Mr. Mather.

2 THE HONOURABLE FRANK MARROCCO: You
3 might want to give that to Mr. Longo. Thank you.

4 MR. LEO LONGO: Okay, so I've got this
5 letter, now you're asking me some questions about the
6 June 2nd letter that the Mayor sent to --

7

8 CONTINUED BY MR. GEORGE MARRON:

9 MR. GEORGE MARRON: Yes, so -- so if
10 it could be pulled up on the screen, there we go.
11 Okay.

12 MR. LEO LONGO: Okay, so your question
13 is, sir?

14 MR. GEORGE MARRON: Yes, so I'd like
15 to go down through, if I could refer you, as I have,
16 to the -- the content in the letter, was Paul has --
17 the second paragraph reads:

18 "Paul has described the potential
19 service his company will provide to
20 include, but not limited to
21 strategic advice in matters related
22 to public relations, strategic
23 planning, acquisitions, and media
24 relations."

25 Now, we're asking you to -- with the

1 document, the PowerStream document ALE160 that's
2 before you, and just in reference to scope of work, it
3 sets out the first bullet point:

4 "Identify potential opportunities
5 for the purchase, merger, or other
6 business combinations with LDCs."

7 I would suggest and ask you, Mr. Longo,
8 that in my submission would go beyond what is set out
9 in the -- the letter of June 2nd, 2011.

10 MR. LEO LONGO: I don't know. I see
11 the truth -- the June 2nd letter referring to
12 strategic advice related to acquisitions.

13 MR. GEORGE MARRON: All right.

14 MR. LEO LONGO: I look at bullet 1,
15 under scope of work on the June 1 letter, that speaks
16 to identify opportunities for purchase merger, or
17 other business combinations.

18 I'm assuming purchase, merger, or other
19 business combinations would fall with -- an
20 acquisition would certainly fall within that
21 description. Maybe a -- an acquisition might not
22 include merger or other business combinations, but --

23 MR. GEORGE MARRON: With LDCs, yeah.
24 I hear you. Okay. Well, now -- and I -- I appreciate
25 what you say. There was -- there is evidence before

1 the commission that there was a business relationship
2 set up in reference to a roof vent, a solar powered
3 roof vent. And that was set up in the month of August
4 2011, so.

5 MR. LEO LONGO: And, Mr. Marron, I
6 look at the second paragraph of -- of the Jan -- of
7 the June 2nd letter --

8 MR. GEORGE MARRON: Right.

9 MR. LEO LONGO: -- that says,
10 "Providing to include but not limited to."

11 MR. GEORGE MARRON: Right.

12 MR. LEO LONGO: So, that's usually a
13 more open-ended language suggesting that what follows
14 isn't meant to be closed language in any -- in -- in
15 any way, shape, or form.

16 So, just describe potential services
17 his company will be providing to include but not
18 limited to.

19 MR. GEORGE MARRON: Okay.

20 MR. LEO LONGO: So, the mayor seems to
21 be suggesting I -- there -- there may be something
22 greater than that, but I'm only mentioning these three
23 (3) or four (4) things here --

24 MR. GEORGE MARRON: All right. That's
25 fair.

1 MR. LEO LONGO: -- in that paragraph.

2 MR. GEORGE MARRON: Okay. Now, the
3 second bullet point on the June 1 letter:

4 "Prepare detailed briefings
5 identifying key decision makers
6 related to a particular
7 opportunity."

8 Would that be included, in your
9 opinion, in the -- in the content of the second
10 paragraph in the letter of June the 2nd, 2011 --

11 MR. LEO LONGO: Well --

12 MR. GEORGE MARRON: -- briefing?

13 MR. LEO LONGO: -- one would assume
14 identifying key decision makers is -- is important
15 when dealing with potentially public relations, me --
16 media relations, and even strategic planning, so I can
17 see how that second bullet could be said to be
18 included in that second paragraph of the June 2nd
19 letter.

20 MR. GEORGE MARRON: Okay. Thank you.
21 And the third bullet:

22 "Assist in the preparation of any
23 proposals that PowerStream intends
24 to submit."

25 And I assume that -- that that would

1 fall within the -- the first paragraph -- or sorry,
2 the second paragraph of the letter of June the 2nd?

3 MR. LEO LONGO: You would -- it would
4 appear so.

5 MR. GEORGE MARRON: All right.

6 MR. LEO LONGO: Strategic advice for
7 respecting communications, I would think that's --

8 MR. GEORGE MARRON: Yeah. Right.

9 MR. LEO LONGO: -- clearly media
10 relations and public relations, so that would be
11 included. The final bullet is:

12 "Assist with any other duties
13 required as it relates to
14 PowerStream's merger and acquisition
15 activity."

16 MR. GEORGE MARRON: Activity, yeah.

17 MR. LEO LONGO: Again, acquisitions is
18 mentioned in paragraph --

19 MR. GEORGE MARRON: Okay.

20 MR. LEO LONGO: -- two.

21 MR. GEORGE MARRON: Okay. So, if we
22 look at...

23

24

(BRIEF PAUSE)

25

1 MR. GEORGE MARRON: If we look at
2 develop a personalized contact program, it talks about
3 targeting its messaging with a purpose to -- to
4 obtain, maintain, enhance political and bureaucratic
5 relationships related to this file.

6 MR. LEO LONGO: I -- I'm sorry, sir,
7 which letter are you referring to, June --

8 MR. GEORGE MARRON: This is the --

9 MR. LEO LONGO: -- PowerStream letter?

10 MR. GEORGE MARRON: Yeah. No, no.
11 Yeah, it is the PowerStream letter, yeah.

12 MR. LEO LONGO: Okay. Which page are
13 you on?

14 MR. GEORGE MARRON: I'm on the second
15 page. I'm sorry, Mr. Longo, I should have identified
16 this, under the general topic, "Methodology and
17 deliverables."

18 MR. LEO LONGO: Build a case and enh -
19 - sorry. Build a case and enhance profile --

20 THE HONOURABLE FRANK MARROCCO: I must
21 say, I'm not clear -- are you clear which document Mr.
22 Marron's referring to?

23 MR. LEO LONGO: I believe he's asking
24 me about the June 1st PowerStream letter.

25 MR. GEORGE MARRON: That's right.

1 That's correct.

2 MR. LEO LONGO: And I was just asking
3 him to direct me where he wanted to have my attention
4 drawn to.

5

6 (BRIEF PAUSE)

7

8 CONTINUED BY MR. GEORGE MARRON:

9 MR. GEORGE MARRON: Okay. Well, I'm -
10 - I'm looking at -- at those subtitles, "Build the
11 case and enhance profile," and I -- on the PowerStream
12 letter.

13 MR. LEO LONGO: I -- I see that.
14 Okay.

15 MR. GEORGE MARRON: And I'm asking you
16 to -- does that fall within the -- those -- those
17 bullet points, those three (3) bullet points? Would
18 that fall within the content of the June 2nd second
19 paragraph?

20

21 (BRIEF PAUSE)

22

23 MR. LEO LONGO: Well, it speaks to --

24 MR. GEORGE MARRON: What --

25 MR. LEO LONGO: -- enhancing profile

1 and providing consistent professional and concise
2 information and reports and ensure key decision makers
3 have clear access to information.

4 That seems to fall within public
5 relations, media relations that would be mentioned in
6 paragraph 2 of the June 2nd letter.

7 MR. GEORGE MARRON: Thank you.

8 "Develop a personalized contact program." It talks
9 about:

10 "This will ensure that PowerStream
11 appropriately targets its
12 messaging."

13 MR. LEO LONGO: Yes, that would be
14 media relations, I would think, and public relations.

15 MR. GEORGE MARRON: Okay. And then
16 the second bullet:

17 "Seek out internal government
18 champions to help position and
19 advocate for the initiative."

20 MR. LEO LONGO: I -- I don't have a
21 clue what an internal government champion is.

22 MR. GEORGE MARRON: Okay. Okay.
23 Well, we'll leave that for another time. And then
24 access key decision makers and an indication to work
25 with PowerStream developing and implementing specific

1 strategies for communicating your unique benefits.

2 "As PowerStream's plans progress,
3 we, as a matter of course, will make
4 every effort to maintain progressive
5 professional profiles for our
6 client."

7 That would fall within the letter of
8 June the 2nd?

9 MR. LEO LONGO: I think it's caught
10 within public relations and media relations.

11 MR. GEORGE MARRON: Okay. And then
12 the -- finally, the iss -- the issue:

13 "Monitoring at CCI is constant
14 contact with the municipal
15 government leaders and, as such, is
16 able to monitor and report any
17 changes or opportunities that may
18 arise as your early warning system
19 are intelligence gathering will help
20 you to respond to any potential
21 critical challenges brought forward
22 regarding this approach."

23 MR. LEO LONGO: I would assume that
24 would fall under strategic planning that's mentioned
25 in paragraph 2.

1 MR. GEORGE MARRON: Okay. Okay. So,
2 if we get -- well, then there's tactical
3 recommendations.

4 "Throughout this process, we'll
5 provide PowerStream with an
6 identified contact list and detailed
7 verbal brief of tactics and
8 recommended approaches for
9 proceeding."

10 That would fall within the paragraph?

11 MR. LEO LONGO: I could see how it
12 could be argued so.

13 MR. GEORGE MARRON: Okay. Okay, so.
14 Now, under the term, "Disclosure," if I could ask you
15 to review it. I don't think we need the -- the June
16 2nd letter. So, the -- do you ha -- you have -- you -
17 - you have the PowerStream June 1 --

18 MR. LEO LONGO: That's correct.

19 MR. GEORGE MARRON: -- retainer
20 letter?

21 MR. LEO LONGO: So, I'm on page 3
22 looking up disclosure.

23 MR. GEORGE MARRON: Okay.

24 MR. LEO LONGO: So, I've got that.

25 MR. GEORGE MARRON: Okay. So, it

1 talks about:

2 "Bonwick agrees to make all
3 necessary and prudent disclosure of
4 his CCI engagement with PowerStream.
5 Any such disclosure shall be
6 discussed and authorized by
7 PowerStream in advance."

8 And then it goes on to say:

9 "Specifically, with respect to any
10 authorized activity on PowerStream's
11 behalf relating to Collus Power,
12 Bonwick represents and warrants that
13 he has disclosed the scope of his
14 services and his retainer to Power -
15 - by PowerStream to the mayor and
16 the clerk of the Town of Collingwood
17 and shall provide written evidence
18 of such disclosure to PowerStream."

19 MR. LEO LONGO: Yes, I see that.

20 MR. GEORGE MARRON: Okay.

21 "Further, with respect to Collus
22 Power, CCI shall, after consulting
23 with PowerStream, make any
24 additional disclosures that may be
25 prudent or required by applicable

1 law during the course of this
2 engagement or any extension
3 thereof."

4 All right. So, that's in reference to
5 Collus Power.

6 MR. LEO LONGO: And that puts
7 obligations on Mr. Bonwick to --

8 MR. GEORGE MARRON: Yeah.

9 MR. LEO LONGO: -- make certain
10 disclosures.

11 MR. GEORGE MARRON: Well, certain
12 disclosure being the scope of his services and his
13 retainer?

14 MR. LEO LONGO: It's the -- the
15 arrangement he's making with PowerStream or that
16 PowerStream is prepared to make with him.

17 MR. GEORGE MARRON: Right. And this
18 is a significant contract; it's a significant
19 retainer: a sum of 10,000 a month, plus applicable
20 taxes invoiced monthly, and then an administrative fee
21 of a thousand dollars a month to cover out-of-pocket
22 expenses.

23 MR. LEO LONGO: Sir, I don't know
24 Mr. Bonwick or his company, and I have no idea if
25 that's a significant retainer in his eyes or not.

1 MR. GEORGE MARRON: Okay. All right.

2 THE HONOURABLE FRANK MARROCCO:

3 We're -- you know, Mr. Longo's interpretation is his
4 interpretation, and I'm allowing you to elicit it.

5 But I don't know -- well, I'll see.

6

7 (BRIEF PAUSE)

8

9 CONTINUED BY MR. GEORGE MARRON:

10 MR. GEORGE MARRON: Okay. So just to
11 go back to the Foundation Document, if I may,
12 Your Honour, and I ask to summary document 12. It's
13 paragraph 34.

14 Well, at this point, there's an
15 indication here that on the morning of the 1st of
16 June, John Glicksman of PowerStream wrote to
17 Paul Bonwick that there'd been "some apparent
18 misunderstanding" about his disclosure to the mayor
19 and to the clerk. Mr. Glicksman wrote:

20 "Thanks for your quick reply and
21 comments on our draft letter. There
22 seems to be some apparent
23 misunderstanding of the disclosures
24 Brian thought you had made to date
25 with him with respect to both the

1 mayor and the city clerk. He was
2 under the impression you had made
3 disclosure to and received clearance
4 from the city clerk that under the
5 Municipal Act, there was no conflict
6 for you to do work for us leading to
7 or on a potential RFP of Collus and
8 that you had received written
9 confirmation of same from the city
10 clerk. The indication that given
11 that you had direct discussion with
12 Brian regarding this. It may be
13 best for you to give him a quick
14 call so that we can sort the wording
15 out and get on with you supporting
16 us on this exciting project."

17 MR. LEO LONGO: So this follows what I
18 understand was an earlier comment where the one small
19 discrepancy was -- was mentioned about deleting
20 mention of the clerk's name.

21 MR. GEORGE MARRON: That's right.

22 MR. LEO LONGO: Okay. I -- I see.
23 Yes.

24 MR. GEORGE MARRON: Okay. So there's
25 an indication here about an apparent misunderstanding

1 of the part of PowerStream as to the disclosures that
2 Paul Bonwick is to make.

3 MR. LEO LONGO: That's what it says.

4 THE HONOURABLE FRANK MARROCCO: I
5 really -- that's a difficulty I'm having to the extent
6 that the witness is reading and confirming that words
7 say what they -- what they might say or his
8 interpretation of whether -- of what's meant by a
9 particular term.

10 I'm having some difficulty with the
11 assistance that I'm getting because Mr. Longo is a
12 municipal lawyer. His area is municipal law. You're
13 asking him about contracts and what terms mean in
14 them.

15 MR. GEORGE MARRON: Well, yes. But
16 he's also able to, within his expertise, provide an
17 opinion on disclosure and how that -- and we went
18 through that in a general way, I submit, when we
19 reviewed the first part of the evidence.

20 So we are getting there. I want to, as
21 I say, fairly put the factual situation to him so that
22 when I finally address him in reference to disclosure
23 issues relating to conflict of interest that he has
24 that foundation.

25 THE HONOURABLE FRANK MARROCCO: I

1 really am having some difficulty with -- but I really
2 think we're going to have to get to the question then
3 and --

4 MR. GEORGE MARRON: Okay.

5 THE HONOURABLE FRANK MARROCCO: -- and
6 get on with it because... taking a while.

7

8 (BRIEF PAUSE)

9

10 MR. GEORGE MARRON: Well, I wanted to
11 move on to the 2nd of June now, Your Honour, because
12 there is evidence that has been heard through
13 witnesses -- Sandra Cooper, Kim Wingrove -- and I
14 intend to refer the witness to that -- now, this is
15 evidence that you've heard -- just to complete the
16 scenario.

17

18 (BRIEF PAUSE)

19

20 MR. GEORGE MARRON: If I could have
21 your indulgence here.

22

23 (BRIEF PAUSE)

24

25 MR. GEORGE MARRON: This was organized

1 at one point. I apologize for the delay here.

2 THE HONOURABLE FRANK MARROCCO: Do you
3 want a minute to find what you're looking for?

4 MR. GEORGE MARRON: Could I have a few
5 minutes just to -- thank you.

6

7 --- Upon recessing at 12:47 p.m.

8 --- Upon resuming at 12:53 p.m.

9

10 MR. GEORGE MARRON: Thank you for
11 that, Your Honour. I think I can move on quickly,
12 here.

13

14 CONTINUED BY MR. GEORGE MARRON:

15 MR. GEORGE MARRON: I wanted to refer
16 Mr. Longo to my client Sandra Cooper's cross-
17 examination by William McDowell on the -- on the
18 circumstances as to on June the 2nd in her meeting at
19 Town Hall with Paul Bonwick.

20

21 (BRIEF PAUSE)

22

23 MR. GEORGE MARRON: So if we could to
24 go to -- if we could go to paragraph 189 of the
25 Foundation Document, Your Honour.

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: Okay. So this is
4 a matter that we referred to earlier, Mr. Longo, just
5 a -- a confirmation that -- that Paul Bonwick wrote to
6 Brian Bentz to say:

7 "As you can see by the letter I
8 drafted, I wrote it with the thought
9 of public disclosure if ever
10 required."

11 And then in her examination, the --
12 that paragraph was put to Sandra Cooper, and she
13 acknowledged that, and Mr. McDowell indi -- indicated
14 that he appreciated she -- Sandra Cooper wasn't copied
15 on this email, May the 19th, 2011, but at this -- that
16 it was -- that her understanding -- he -- he went on
17 to say:

18 "And I appreciate that you weren't
19 copied on this email, but that was
20 your understanding of this letter
21 was to provide -- provide cover for
22 PowerStream if this relationship
23 ever became public, correct?"

24 And she answered, "Yes."

25 And then he referred to paragraph 197

1 of the Foundation Document, which is the letter of
2 June the 2nd, and con -- confirmed with Sandra Cooper
3 that this letter is substantially in the form of the
4 draft that Mr. Bonwick had given you. And he reviewed
5 the content of the letter with her, the letter of June
6 the 2nd, and then questioned her that:

7 "My understanding of your evidence
8 is that you made no inquiries of Mr.
9 Bonwick about the type of advice he
10 was going to be getting to
11 PowerStream?"

12 And her response was:

13 "I was -- I felt it was a public
14 relations and communications."

15 And Mr. McDowell's question:

16 "Those were -- that was what -- that
17 was what the advice and what
18 services were going to be as you
19 understood it?"

20 Her response, "That's what I
21 understand, yes."

22 And Mr. McDowell indicated, "But you
23 made no inquiries?"

24 And she had indicated that was correct.

25 And there was some indication that she

1 made no requiries (sic) because of some reticence that
2 she had in asking her siblings how they earn their
3 income, and matters of that sort.

4 And then Mr. McDowell asked her:

5 "Did you -- let me ask you this.

6 When you wrote your letter, did you
7 give any independent thought as to
8 the content of your letter? Did you
9 just look at his and say, That looks
10 fine, I'll sign off on that?"

11 And her response:

12 "I looked at his letter and thought
13 it was fine to sign at the time."

14

15 (BRIEF PAUSE)

16

17 MR. GEORGE MARRON: Then he went to
18 Foundation Document paragraph 202, if we could come up
19 on the screen.

20

21 (BRIEF PAUSE)

22

23 MR. GEORGE MARRON: This is the --
24 this is the retainer letter of -- with PowerStream
25 dated the 7th of June. And Mr. McDowell put the

1 following:

2 "So this is a review of the retainer
3 letter signed on June the 7th by
4 PowerStream. Do you see there that
5 Mr. Bonwick would, among other
6 things, prepare detailed briefings
7 identifying key decision makers
8 related to a particular opportunity?
9 Do you see that?"

10 And acknowledgment by Sandra Cooper,

11 "Yes, I do."

12 Question:

13 "So Mr. Bonwick was to figure out
14 who were the real decision makers in
15 relation to the PowerStream
16 opportunity?"

17 Her response, "Yes."

18 And then for the Collus Power

19 opportunity...

20

21 (BRIEF PAUSE)

22

23 MR. GEORGE MARRON: He goes on after

24 reviewing that the:

25 "Compenso was in cons -- contact

1 with municipal government leaders,
2 and as such, is able to monitor and
3 report any changes or opportunity."

4 Now this is in the issue monitoring:

5 "So Compenso was in constant contact
6 with the municipal government
7 leaders, and as such, is able to
8 monitor and report any changes or
9 opportunities that may arise. Our
10 intelligence gathering will help
11 prepare you to respond to any
12 potential critical challenges being
13 brought forward."

14 Sandra Cooper was asked: "Do you see
15 that?"

16 "Yes, I do see that."

17 He said:

18 "Well, when you put all that
19 together, Mr. Bonwick is being paid
20 because of his access to people like
21 you? Do see that?"

22 And her response, "Yes, I do."

23 Mr. McDowell, "He's being paid for his
24 access to you personally."

25 Her response was, "To government

1 leaders, yes."

2 And he said, "Well, that wouldn't" --
3 and she acknowledges, "That would include me."

4 And so Mr. McDowell's question was:

5 "That would include you, and he's to
6 gather intelligence, right?"

7 And she responded, "Yes."

8 Then he indicated -- Mr. McDowell said:

9 "Intelligence is one of those funny
10 words because it means information
11 gathered by all kinds of means."

12 And she acknowledged that. And his
13 question:

14 "And the most valuable intelligence
15 is going to be information that's
16 confidential to the Vendor, the
17 Town, correct?"

18 And she indicated that she agreed with
19 that.

20 MR. PAUL BONWICK: Your Honour --

21 THE HONOURABLE FRANK MARROCCO: Yes?

22 MR. PAUL BONWICK: -- if I may, I've
23 listened with interest. I'm going to have to object,
24 not in terms of any the information that Mr. Marron is
25 sharing, but I'm confused in terms of how Mr. Longo is

1 somehow lending value or helping with clarity to any
2 points Mr. Marron might be making. Mr. Marron had
3 ample opportunity to cross-examine his witness during
4 the time Mr. McDowell -- once Mr. McDowell finished
5 his. He -- he chose not to ask his client any
6 questions.

7 I'm not sure that Mr. Longo is here as
8 an expert witness to speak on contract law or contract
9 agreements, yet he continues to be asked for his
10 opinion on that.

11 I think the rules of procedure
12 governing a judicial Inquiry clearly lay out what is
13 expected in terms of a -- an expert witness and the
14 amount of time and notice that needs to be given as
15 well as any information.

16 And so, as I say, for the past two (2)
17 hours I've sat here and listened and I -- I'm just
18 struggling with how this is somehow helping the
19 hearing in any manner of speaking, relaying all this
20 information to Mr. Longo, when in fact I don't
21 believe, by his own admission, he's an expert in
22 contract law or in agreements.

23 THE HONOURABLE FRANK MARROCCO: Mr.
24 Chenoweth really was advancing the same sort of
25 objection and I -- I -- to an hour, an hour and a half

1 ago. I cut him off and indicated I would go down this
2 road. I have now gone down the road for some time,
3 and I tend to agree, Mr. Marron. I don't really see
4 how it's helpful.

5 Mr. Longo's interpretation of the words
6 in -- in the contract, I -- I just fail to see how
7 it's related to his expertise. His -- his assessment
8 of Mr. -- your client's answers to Mr. McDowell's
9 questions, I -- I don't find helpful, and I -- I think
10 he's outside of -- I -- I think I probably shouldn't -
11 - I probably should have listened to Mr. Chenoweth.

12 I -- I don't want to -- don't want to
13 take that too far, but I -- I probably should have,
14 and I -- I really think you're going to have to wrap
15 up this line of questioning. I don't find the
16 witness' opinions particularly helpful, although
17 they're sincerely given, but I don't find them
18 helpful.

19 MR. GEORGE MARRON: Well we're talking
20 about the scope of disclosure, and -- and -- and my
21 client was examined on that, cross-examined by Mr.
22 McDowell, and -- and so it forms part of the record,
23 and I wanted to put this to --

24 I mean, the issue here is, what was
25 disclosed and what obligation would my client have by

1 way of making reasonable enquiry. And as I indicated
2 at the outset, I mean, there can be a failure to make
3 disclosure by virtue of omission of information or by
4 misstating the information.

5 THE HONOURABLE FRANK MARROCCO: I
6 think it's a matter of argument --

7 MR. GEORGE MARRON: Well --

8 THE HONOURABLE FRANK MARROCCO: --
9 whether there's been an omission.

10 I've allowed the questioning to go on
11 this long, so if there's -- if there's a concluding
12 question you want to ask to this line of questioning,
13 I'll let you ask if, but then I -- but I really -- I
14 really don't think this is helpful.

15 MR. GEORGE MARRON: Okay. Well --
16 well then I -- I will. I'll put the questions to Mr.
17 Longo then.

18

19 CONTINUED BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: Just in relation
21 to the issue of disclosure, Mr. Longo, I mean, you --
22 you see that what was in effect by way of discussions
23 on the 31st of May 2011, and which resulted in the
24 draft agreement of the 1st of June 2011, and the
25 subsequent contract that was executed on the 7th of

1 June 2011.

2 It sets out what I submit is a
3 requirement on the part of Mr. Bonwick to disclose the
4 terms of his retainer to the Town of Collingwood, to
5 the Mayor and to the Clerk, and --

6 MR. LEO LONGO: That's what -- that's
7 what it appears PowerStream was asking Mr. Bonwick to
8 do.

9 THE HONOURABLE FRANK MARROCCO: And
10 that's -- that's my point though. I can take that
11 from the language.

12 MR. GEORGE MARRON: Well, I appreciate
13 I can bring this information out of the PowerStream
14 witnesses but --

15 THE HONOURABLE FRANK MARROCCO: The
16 language appears to say to Mr. Longo what it says --

17 MR. GEORGE MARRON: Yeah.

18 THE HONOURABLE FRANK MARROCCO: -- to
19 anyone reading it really. But -- but in any event, I
20 said I'd let you conclude, so I'll let you conclude.

21 MR. GEORGE MARRON: All right.

22

23 CONTINUED BY MR. GEORGE MARRON:

24 MR. GEORGE MARRON: Well, I think that
25 probably concludes that area.

1 Now, I wanted to make reference --
2 well, may I -- may I continue? I wanted to make
3 reference to the meeting at Town Hall on the 29th of
4 June, and -- and the evidence that Kim Wingrove gave
5 as to her understanding of that meeting, and --

6 THE HONOURABLE FRANK MARROCCO: In for
7 a penny, in for a pound, Mr. Marron.

8 MR. GEORGE MARRON: Yeah. Well, I --
9 well, I appreciate it's a matter of argument as well,
10 and it's all on the record, so.

11 THE HONOURABLE FRANK MARROCCO: It --
12 it does seem to me it's a matter of -- it's a matter
13 of argument. You -- you're really asking Mr. Longo
14 is, as Mr. Chenoweth said a while ago, you're asking
15 them to -- to opine on matters that --

16 MR. GEORGE MARRON: Right.

17 THE HONOURABLE FRANK MARROCCO: --
18 really not -- he's not here as an expert in that
19 capacity. I'm not satisfied they're municipal law
20 matters either.

21 MR. GEORGE MARRON: Yeah.

22

23 (BRIEF PAUSE)

24

25 MR. GEORGE MARRON: Okay then, the

1 final -- the final matter, I'll be brief, Your Honour.

2

3 CONTINUED BY MR. GEORGE MARRON:

4 MR. GEORGE MARRON: There was an
5 indication that you -- you gave yesterday, Mr. Longo,
6 that -- and this relates to an alleged meeting on the
7 19th of January 2012 and whether you attended this
8 meeting with the Mayor, the Deputy Mayor, or others
9 from the Town on the 19th of January. And you'll
10 recall that you understood that on that date you may
11 have been in Alliston.

12 MR. LEO LONGO: That's right. I --

13 MR. GEORGE MARRON: And --

14 MR. LEO LONGO: -- had no such meeting
15 on that date.

16 MR. GEORGE MARRON: Right, okay. So
17 I'd like to -- like to refer the witness to -- and
18 actually, you -- you checked your -- your billings for
19 the 19th of January 2012 and that confirmed -- that
20 confirmed that -- that you weren't attending at any
21 meeting. You --

22 MR. LEO LONGO: That is correct.

23 MR. GEORGE MARRON: Yeah. And just in
24 reference to paragraph 502 of the Foundation Document,
25 this is a -- this is an email from Paul Bonwick

1 reporting to Mr. Glicksman and Mr. Nolan on -- on the
2 meeting. It's dated the 19th of January 2012. And he
3 reports that:

4 "The meeting went very well this
5 afternoon with the Town lawyers,
6 Mayor, Deputy Mayor, CAO, and Ed."
7 So the Town lawyer -- you weren't
8 there. So --

9 MR. LEO LONGO: That wasn't me.

10 MR. GEORGE MARRON: Right. So there's
11 no indication that Paul Bonwick was at this meeting,
12 although he's reporting on the meeting of January
13 19th, 2012. And if he were at the meeting, that's one
14 thing; if he wasn't at that meeting, he's obviously
15 getting information from another source.

16 MR. LEO LONGO: Mr. Marron, I can tell
17 you I've looked at my dockets, I was out of town in a
18 -- in a different municipality that day. Your Honour,
19 the only docket I had for January 19 was a brief
20 docket. You'll recall that Ms. Kennedy provided the
21 last version of the authorizing bylaw and asked me to
22 take a look at it. She said after she --

23 THE HONOURABLE FRANK MARROCCO: I
24 recall the email. She had made one (1) or two (2)
25 enhancements.

1 MR. LEO LONGO: Yes, and -- and --
2 that's right, put the clause back in. My only docket
3 on that day was looking at that authorizing bylaw and
4 -- and saying fine --

5 THE HONOURABLE FRANK MARROCCO: Yeah.
6 In --

7 MR. LEO LONGO: -- that's it for
8 January.

9 THE HONOURABLE FRANK MARROCCO: In any
10 event -- all right.

11 MR. GEORGE MARRON: Thank you.

12 THE HONOURABLE FRANK MARROCCO: I think
13 the question of whether the source of the information,
14 in -- in the event that --

15 MR. GEORGE MARRON: Yeah.

16 THE HONOURABLE FRANK MARROCCO: -- Mr.
17 Bonwick wasn't there, I think that's a matter of
18 argument.

19 MR. GEORGE MARRON: Right. I
20 appreciate that. Thank you. All right. Those are my
21 questions. Thank you, Mr. Longo.

22 THE HONOURABLE FRANK MARROCCO: Thank
23 you, Mr. Marron.

24 I'm going to break for lunch. We will
25 be sitting later today to try to get back -- get --

1 continue with the schedule, and as you will have --
2 you will have probably received an email now about our
3 attempts to deal with certain scheduling issues that
4 are going to present themselves. I'll pursue that
5 with you after lunch.

6 MR. LEO LONGO: When would you like us
7 back, Your Honour?

8 THE HONOURABLE FRANK MARROCCO: I'm
9 sorry. 2:15.

10 MR. LEO LONGO: Thank you.

11

12 --- Upon recessing at 1:11 p.m.

13 --- Upon commencing at 2:18 p.m.

14

15 CROSS-EXAMINATION BY MS. BELINDA BAIN:

16 MS. BELINDA BAIN: Good afternoon, Mr.
17 Longo.

18 MR. LEO LONGO: Good afternoon.

19 MS. BELINDA BAIN: My name is Belinda
20 Bain, I'm one of the lawyers for Alectra, formerly
21 PowerStream.

22 MR. LEO LONGO: Right.

23 MS. BELINDA BAIN: I have mercifully
24 few questions for you.

25 MR. LEO LONGO: Thank you.

1 MS. BELINDA BAIN: I'd like to speak
2 to you about the drafting of the authorization bylaw.

3 MR. LEO LONGO: Okay.

4 MS. BELINDA BAIN: And in your
5 evidence yesterday, you told the Inquiry that in your
6 view, it was inappropriate for PowerStream, as the
7 counter-party to the transaction, to have input on the
8 drafting of the bylaw.

9 Was that your evidence?

10 MR. LEO LONGO: Generally speaking,
11 yes.

12 MS. BELINDA BAIN: As you know, --
13 when you say "generally speaking"?

14 MR. LEO LONGO: Well, I wanted to be
15 clear that I had understood the document was just
16 purely a Collingwood document only, that I had done a
17 draft, I had submitted it to my client and I was
18 expecting comments back from my client.

19 There was no anticipation that it was
20 going to be circulated or provided to anybody else.

21 MS. BELINDA BAIN: I understand.
22 Thank you. That was your evidence yesterday.

23 And -- and you understand that your
24 partner, Ron Clark, has previously provided evidence
25 in this proceeding.

1 MR. LEO LONGO: I am aware.

2 MS. BELINDA BAIN: Okay. He was with
3 us on Friday.

4 Could we pull up, please, Mr. Clark's
5 transcript from last Friday? And in particular,
6 please, page 239.

7 So on Friday I asked Mr. Clark, I think
8 your evidence was earlier that in the deals you've
9 been involved in, it's ordinary practice for the
10 purchaser or the counter-party to have involvement in
11 drafting the municipal bylaw, authorizing the sale,
12 correct?

13 Mr. Clark:

14 "It -- it wouldn't strike me as
15 unusual."

16 "Okay, so there's nothing out of the
17 ordinary in that?"

18 Mr. Clark said "Correct". I asked him
19 and I think you actually said that input might be
20 important to make sure that the bylaw accurately
21 reflects the underlying transaction, correct?

22 Mr. Clark: "Yes."

23 I asked him:

24 "And you've learned that Dennis
25 Nolan and PowerStream had input in

1 drafting the bylaw, which authorized
2 the PowerStream and Collus Power
3 transaction, correct?

4 Mr. Clark said "yes".

5 I asked him "And that doesn't surprise
6 you?" and Mr. Clark said "No". I asked him "There's
7 nothing nefarious in that?" and Mr. Clark said "No", I
8 asked him "It doesn't cause you any concern?", Mr.
9 Clark said "No".

10 You've explained to the Inquiry, sir,
11 that your background is in municipal law, is that
12 right?

13 MR. LEO LONGO: Correct.

14 MS. BELINDA BAIN: You don't have any
15 transactional experience?

16 MR. LEO LONGO: Correct.

17 MS. BELINDA BAIN: And you're not a
18 corporate lawyer?

19 MR. LEO LONGO: Correct.

20 MS. BELINDA BAIN: Mr. Clark is a
21 corporate lawyer?

22 MR. LEO LONGO: Yes.

23 MS. BELINDA BAIN: And he has
24 considerable background in particular in mergers and
25 acquisitions of LDCs, correct?

1 MR. LEO LONGO: Yes.

2 MS. BELINDA BAIN: I take it from that
3 then that you would likely defer to his expertise in
4 terms of the propriety of a counter-party commenting
5 on an authorizing bylaw in situations such as this?

6 MR. LEO LONGO: I distribution -- I
7 personally disagree with the -- the questions and
8 answers that were given are from a transactional
9 lawyer's perspective.

10 When I was at -- when I provided the
11 initial draft of the bylaw, as I indicated it was an
12 authorizing bylaw for my client and my client's staff
13 to comment back to me.

14 Had it been anyone's intention to say
15 we would like to send this to PowerStream, that may
16 have been something I -- I could consider and address,
17 but as I understood it, the way it was done, it was
18 done without my knowledge, without the clerk's
19 knowledge. I'm not sure who had knowledge that
20 PowerStream was being provided with the copy of the
21 bylaw and being asked for transi -- transactional
22 completeness to take a look at it and provide comment.

23 So not only was there no transparency
24 about that, or no knowledge, but there was no
25 attribution when the bylaw came back saying this is

1 what -- this is who has commented on this bylaw and
2 had a say in it.

3 Had there -- had there been
4 transparency and had there been full disclosure of
5 that, it may not have been as problematic to me as I
6 initially felt when I read the foundation document and
7 read for the first time and learned for the first time
8 that PowerStream had been quietly given a copy of a
9 bylaw and that their comments came back not as
10 PowerStream's comments, but as Ed Houghton's comments.

11 MS. BELINDA BAIN: And to be fair, you
12 don't know how that piece of it unfolded.

13 MR. LEO LONGO: I have no idea how
14 that -- other than what I've read in the documentation
15 and saw -- saw in the testimony.

16 MS. BELINDA BAIN: Thank you. And in
17 what you've just told us, you used the phrase
18 "transactional completeness".

19 MR. LEO LONGO: Right.

20 MS. BELINDA BAIN: And -- and I take
21 it from that there is an acknowledgement that this
22 bylaw had to work in a way that was effective for the
23 transaction to take place, correct?

24 MR. LEO LONGO: You would want it to
25 work for -- from my perspective, I wanted it to work

1 for the Town and be -- and be as proper an
2 authorization bylaw as I could prepare.

3 MS. BELINDA BAIN: Thank you.

4 You told the Inquiry yesterday that you
5 prepared the first draft of the bylaw?

6 MR. LEO LONGO: That's correct.

7 MS. BELINDA BAIN: Can we pull up,
8 please, ARB234? And I think you acknowledged
9 yesterday that you'd never prepared the bylaw for the
10 sale of a -- of a --

11 MR. LEO LONGO: That's correct.

12 MS. BELINDA BAIN: -- Town asset
13 before? Okay. So, if we could go to page 8 of 234.
14 Scroll down, please. You were asked yesterday about
15 clause 2 of this being the first draft of the bylaw:

16 "That the mayor and clerk be
17 authorized to exer -- execute the
18 share purchase agreement and
19 shareholders agreement with
20 PowerStream Inc. respecting the
21 purchase of shares of the
22 Collingwood Utility Services Corp.
23 once those agreements are in a form
24 and content to the satisfaction of
25 the Town's solicitor."

1 You drafted that, correct?

2 MR. LEO LONGO: Correct.

3 MS. BELINDA BAIN: I think your
4 evidence was yesterday that the first portion of that
5 came from a precedent, yes?

6 MR. LEO LONGO: Sta -- standard form --

7 MS. BELINDA BAIN: Yes.

8 MR. LEO LONGO: -- bylaw, yes.

9 MS. BELINDA BAIN: And then you added
10 the words:

11 "Once those agreements are in a form
12 and content to the satisfaction of
13 the Town solicitor."

14 Correct?

15 MR. LEO LONGO: Correct.

16 MS. BELINDA BAIN: And you said, I
17 think that you felt it would be prudent because the
18 agreements, at that point, were still in draft form,
19 correct?

20 MR. LEO LONGO: That's my
21 understanding and that was my evidence, yes.

22 MS. BELINDA BAIN: And so, at the
23 time, you're the Town's solicitor, right?

24 MR. LEO LONGO: Yes.

25 MS. BELINDA BAIN: And so, when you

1 drafted those words, once those agreements are in a
2 form and content to the satisfaction of the Town's
3 solicitor, did you intend that they come back to you
4 with the agreements?

5 MR. LEO LONGO: They would come -- it
6 would come back to me in that title. Would I be doing
7 the reviewing of the final agreement and comparing it
8 to the one that was authorized on January 23? It may
9 have been John Mascarin, of my office, who deals with
10 municipal agreements on a daily basis.

11 Likely, it would have been him that I
12 would have said, John, here's what the Town had on
13 January 23, here's what we're now being presented
14 with, please review them and ensure that they're the
15 same deal, as it were. That's what I had in mind when
16 I drafted this.

17 MS. BELINDA BAIN: Okay. You told the
18 Inquiry yesterday that you didn't feel qualified to
19 comment on the financial aspects --

20 MR. LEO LONGO: That's correct.

21 MS. BELINDA BAIN: -- or the structure
22 of the transaction, correct?

23 MR. LEO LONGO: Correct.

24 MS. BELINDA BAIN: So, it wouldn't be
25 much use to the Town to have you going over the

1 agreements if you felt you weren't qualified to
2 comment on them?

3 MR. LEO LONGO: This kind of review
4 isn't to the deal points themselves, it's to make sure
5 that the eventual agreement matches or is as close as
6 possible to the agreement that Council authorized.

7 And it wasn't a question of do -- do I
8 understand why it was 50 percent and not 49 percent or
9 why it was Collus and not something else. It would be
10 just looking at the January version and the ultimate
11 version and made sure that they had the same terms.

12 It didn't involve an understanding of
13 those terms. It's more ensuring that what Council
14 authorized was indeed what they were getting at the
15 end.

16 MS. BELINDA BAIN: Something perhaps
17 that the mayor and the mayor's office could also do?

18 MR. LEO LONGO: On one (1) -- on one
19 (1) level -- on one (1) level, perhaps. But, as I
20 say, this is something that I would have given to my -
21 - my partner, John Mascarin, who writes these agree --
22 who deals with municipal agreements on a daily basis.

23 MS. BELINDA BAIN: Thank you.
24 Yesterday you were also asked about the amendments
25 that were made by -- by Dennis Nolan, and then

1 forwarded back to you by Ed Houghton.

2 Could we go down, please, to page 9?

3 So, we see here at 2:32 Mr. Houghton sends back to you
4 the draft bylaw. And can we scroll down, please, to
5 page 11?

6

7 (BRIEF PAUSE)

8

9 MS. BELINDA BAIN: And we see, we went
10 into this yesterday, as well, at 3:18 you then forward
11 on the further amended bylaw to your clients, Sandra
12 Cooper, Rick Lloyd, Kim Wingrove, Sara Almas, and Ed
13 Houghton, copying your partners at Aird & Berlis?

14 MR. LEO LONGO: Correct.

15 MS. BELINDA BAIN: Could we scroll
16 down, please, to the attachment that you send to your
17 clients at 3:18? Down further, please. And so, just
18 looking at that clause 2 that we looked at before, so
19 there is a change in here now in that this clause 2
20 now states:

21 "...once these agreements are in a
22 form and content to the satisfaction
23 of the mayor."

24 MR. LEO LONGO: Yes.

25 MS. BELINDA BAIN: And previously, you

1 had written the Town solicitor, correct?

2 MR. LEO LONGO: M-hm.

3 MS. BELINDA BAIN: And before you sent
4 this version to your clients just past 3:00, you had
5 an opportunity to review it, correct?

6 MR. LEO LONGO: I did.

7 MS. BELINDA BAIN: And you did review
8 it?

9 MR. LEO LONGO: I did.

10 MS. BELINDA BAIN: And you forwarded
11 your clients without any specific comment on clause 2
12 the amended version, correct?

13 MR. LEO LONGO: That's right, because
14 the version that came back from my client had struck
15 it out. The -- the version Mr. Houghton sent, which
16 was sent globally to my client, and he was the contact
17 person and he sent the version back to me --

18 MS. BELINDA BAIN: Okay. I think we
19 might be confused in terms of timing. So, if we could
20 go back to the email. So, this is at 3:18 p.m. And
21 this is you. If we can scroll up again. Mr. Houghton
22 had forwarded to you at 2:32 --

23 MR. LEO LONGO: Right.

24 MS. BELINDA BAIN: -- the changes that
25 Mr. Houghton had provided to you?

1 MR. LEO LONGO: That's right. So --

2 MS. BELINDA BAIN: Right. I'm sorry.

3 MR. LEO LONGO: -- Mr. Houghton at

4 2:30 --

5 MS. BELINDA BAIN: Yeah.

6 MR. LEO LONGO: -- sent me a bylaw --

7 MS. BELINDA BAIN: Correct.

8 MR. LEO LONGO: -- that excluded

9 reference to the Town's solicitor.

10 MS. BELINDA BAIN: You're talking
11 about another paragraph that we'll get to, absolutely.

12 So, there was another paragraph that had been removed.

13 And then the amendment that I'm talking about right

14 now is just to that clause number 2 that had

15 previously said, "In a form acceptable to the Town's

16 solicitor," has now been changed to mayor, correct?

17 MR. LEO LONGO: Right. And --

18 MS. BELINDA BAIN: Okay.

19 MR. LEO LONGO: And that change first

20 came on the Ed Houghton version back to me.

21 MS. BELINDA BAIN: Cor -- sorry?

22 MR. LEO LONGO: That change first came

23 on the Ed Houghton version back to me.

24 MS. BELINDA BAIN: Absolutely. We're

25 in violent agreement.

1 MR. LEO LONGO: Okay.

2 MS. BELINDA BAIN: Okay.

3 MR. LEO LONGO: So.

4 MS. BELINDA BAIN: So. And you saw
5 that when --

6 MR. LEO LONGO: I saw that.

7 MS. BELINDA BAIN: -- you got the
8 version back from Ed. You reviewed it, correct?

9 MR. LEO LONGO: Yes.

10 MS. BELINDA BAIN: Okay. And you sent
11 that change on to your clients at 3:18 with clause 2
12 that now said mayor, correct?

13 MR. LEO LONGO: M-hm.

14 MS. BELINDA BAIN: Yes?

15 MR. LEO LONGO: Yes. I had understood
16 Ed's version back to me was my client's comments. I
17 don't know if he had circulated or spoken to Sara --

18 MS. BELINDA BAIN: Understood.

19 MR. LEO LONGO: -- or spoken --

20 MS. BELINDA BAIN: Okay. So, you
21 don't know where those comments are coming from?

22 MR. LEO LONGO: Right.

23 MS. BELINDA BAIN: But you do have an
24 opportunity to review and consider the changes that
25 had been made and Ed sent you at 2:32, correct?

1 MR. LEO LONGO: Yes.

2 MS. BELINDA BAIN: And the next
3 version that you sent on to your clients includes in
4 clause 2 the words, "Form satisfactory to the mayor,"
5 correct?

6 MR. LEO LONGO: yes.

7 MS. BELINDA BAIN: And you left it
8 like that when you next forwarded it on to your
9 clients, correct?

10 MR. LEO LONGO: I did. And it may
11 have been, I'm just explaining, on a misapprehension
12 that the client had taken it out and, therefore, I
13 wasn't putting it back in.

14 MS. BELINDA BAIN: They're looking to
15 you for legal advice on the content of this bylaw,
16 correct?

17 MR. LEO LONGO: Yes.

18 MS. BELINDA BAIN: Okay. And when you
19 sent the version back, clause 2 included the words,
20 "Form satisfactory to the mayor," correct?

21 MR. LEO LONGO: Yes.

22 MS. BELINDA BAIN: Yes. And you
23 didn't make any specific comment about that particular
24 phrase?

25 MR. LEO LONGO: I did not, and I've

1 explained why.

2 MS. BELINDA BAIN: Well, I think you
3 said yesterday -- you used the words you didn't want
4 to die on that hill and you thought that there were
5 more important issues to address. Is that right?

6 MR. LEO LONGO: Which was the other
7 clause about the follow-up by Town staff before the
8 final signing took place. That's correct.

9 MS. BELINDA BAIN: Understood. Well,
10 you could have raised this as an issue, as well?

11 MR. LEO LONGO: I could have.

12 MS. BELINDA BAIN: And certainly, you
13 were already typing an email to your client. You
14 could have just added another line if you thought it
15 was necessary to do so, correct?

16 MR. LEO LONGO: Yes.

17 MS. BELINDA BAIN: And you act -- you
18 went into the draft and made some further changes.
19 While you were in there, it would have taken about two
20 (2) seconds to change 'mayor' back to 'Town
21 solicitor', right?

22 MR. LEO LONGO: Yes.

23 MS. BELINDA BAIN: Okay. But you
24 didn't do that?

25 MR. LEO LONGO: I didn't do that.

1 MS. BELINDA BAIN: If it was a really
2 significant issue that you felt your client should be
3 aware of, I take it you would have done that?

4 MR. LEO LONGO: It was in my first
5 draft. It came back without it. I didn't think that
6 was a matter that I needed to dwell on. I thought
7 there was the more important clause, and that's what I
8 dwelled on.

9 MS. BELINDA BAIN: Thank you.

10

11 (BRIEF PAUSE)

12

13 MS. BELINDA BAIN: So, you've
14 mentioned and -- and we can talk about the removal of
15 the clause requiring the matter to come back to
16 Council for approval again?

17 MR. LEO LONGO: Yes.

18 MS. BELINDA BAIN: And you -- you said
19 yesterday that you had inserted that clause into the
20 bylaw more than once. Is that correct?

21 MR. LEO LONGO: M-hm. Twice I -- I
22 put it in.

23 MS. BELINDA BAIN: Twice. Okay. And
24 that's provision 4 of the bylaw I think we're talking
25 about. Can we --

1 MR. LEO LONGO: That's correct.

2 MS. BELINDA BAIN: -- please go to
3 page 11. So again, can you -- sorry -- page 12. So
4 this is the attachment of 318 email.

5 And just to orient everybody again,
6 paragraph number 4 that appropriate town staff and the
7 town solicitor report back to Council as required as
8 the condition precedent to closing this transaction
9 are addressed and, in any event, prior to the final
10 closing of the share purchase transaction.

11 Now, I think you said earlier today
12 there's reference to a conference call in the email
13 above, but you can't recall the conference call.

14 MR. LEO LONGO: Right.

15 MS. BELINDA BAIN: If we can scroll
16 back up to the email. So to all:

17 "Further to our conference call this
18 afternoon, please see the revised
19 draft that incorporates much of what
20 was discussed. As directed, this
21 bylaw will not cite any statutory
22 provisions within its whereas
23 clauses. I have left in section 4
24 of the bylaw. If it is felt that
25 such provision is unnecessary or

1 desirable, you can remove it."

2 MR. LEO LONGO: Right.

3 MS. BELINDA BAIN: Okay. So that's
4 what you typed when you were sending this draft to
5 your client.

6 MR. LEO LONGO: That's right.

7 MS. BELINDA BAIN: So you didn't
8 advise your client that in your view it was important
9 that this stay in.

10 MR. LEO LONGO: It wasn't a legal
11 necessity to have it in. I reinserted it but left it
12 to the client as to whether they wished to not see it
13 in there again. So --

14 MS. BELINDA BAIN: Again, so they're
15 looking to you for your legal advice, correct?

16 MR. LEO LONGO: That's the advice I
17 gave them. I've left it in, but if you believe it's
18 unnecessary or undesirable, you can remove it.

19 MS. BELINDA BAIN: Okay. So in your
20 view, it would be fine for it to be removed.

21 MR. LEO LONGO: In my view, it was
22 only fine if they felt it unnecessary or undesirable.
23 I didn't --

24 MS. BELINDA BAIN: I'm not asking for
25 the Town's opinion. Obviously, you don't know what

1 they're thinking. But you, as a municipal lawyer
2 looking at this, felt that it would not be
3 inappropriate if they wished to remove it.

4 MR. LEO LONGO: Again, I had it in.
5 It was taken out. I put it back in. But they're the
6 client. It's their bylaw. So I -- I put that --
7 those final words in as I did.

8 MS. BELINDA BAIN: And certainly, no
9 warning or suggestion that it would be inappropriate
10 for them.

11 MR. LEO LONGO: They had my advice
12 that I'd left it in the bylaw. I said -- the words
13 are clear as to what I said to them.

14 MS. BELINDA BAIN: So the words being
15 "you can remove it" were clear.

16 MR. LEO LONGO: If it's undesire --
17 unnecessary or undesirable, that's correct.

18 MS. BELINDA BAIN: Thank you. Those
19 are all my questions.

20 THE HONOURABLE FRANK MARROCCO: Just
21 can you put 234 back up there, page 11. This email,
22 Mr. Longo, Mr. Mascarin is copied.

23 MR. LEO LONGO: Yes.

24 THE HONOURABLE FRANK MARROCCO: Was --
25 and further to our conference call this afternoon --

1 and I appreciate what your evidence was -- but was
2 that -- would it have been likely or possible that
3 Mr. Mascarin participated, or you can't remember?

4 MR. LEO LONGO: I have my docket
5 sheets. I have docket sheets with me, and I might as
6 well just...

7 I have a one (1) hour docket that day.
8 It says: "discussion with Ron Clark." It says:
9 "telephone conference call with client." It doesn't
10 say whom of a client that I spoke with. And then I
11 said: "revising proposed bylaw in an email."

12 THE HONOURABLE FRANK MARROCCO: Thank
13 you very much. Mr. Fryer....?

14 MR. TIM FRYER: Justice Marrocco.

15 THE HONOURABLE FRANK MARROCCO: Go
16 ahead, Mr. Fryer.

17

18 CROSS-EXAMINATION BY MR. TIM FRYER:

19 MR. TIM FRYER: Hello, Mr. Longo.

20 MR. LEO LONGO: Hi, Mr. Fryer.

21 MR. TIM FRYER: As you know, I'm
22 Tim Fryer, and I'm representing myself in these
23 proceedings.

24 MR. LEO LONGO: Yes.

25 MR. TIM FRYER: So I just have one

1 area of enquiry that I'd like to review with you.
2 Paragraph 481 in the document if we could bring it up,
3 and it's part 2. I think as it comes up, it'll be
4 familiar to you. It's the January 16th, 2012
5 information to you.

6 THE HONOURABLE FRANK MARROCCO: Just a
7 minute, Mr. Fryer. It hasn't come up yet.

8 MR. TIM FRYER: Yes. Sorry. Just
9 scroll it up a little. That's good right there.

10

11 CONTINUED BY MR. TIM FRYER:

12 MR. TIM FRYER: So it's the part 2,
13 and it's where Mr. Clark has pointed out to you
14 that -- just to make you aware that there's two (2)
15 other issues regarding the share sale?

16 MR. LEO LONGO: Yes, sir.

17 MR. TIM FRYER: Okay. So in part 1,
18 it indicates a clause that was inserted, then
19 bargained out, and that's just the review. Do you see
20 that? Yes?

21 MR. LEO LONGO: M-hm.

22 MR. TIM FRYER: Okay. So the second
23 part says they are doing a confidential side letter
24 which Mr. Clark says:

25 "The purpose is to ensure Collus is

1 used as a vehicle for regional
2 integration and not bypassed by
3 PowerStream."

4 You see that?

5 MR. LEO LONGO: Yes.

6 MR. TIM FRYER: Then in 482 -- so if
7 we just scroll that up -- in this part, you note
8 you've reviewed the latest draft agreements.

9 MR. LEO LONGO: M-hm.

10 MR. TIM FRYER: Was the side letter
11 part of what you reviewed?

12 MR. LEO LONGO: It was not. There
13 was -- it was just the -- the Shareholders Agreement
14 and the -- the other principle document.

15 MR. TIM FRYER: Did you ever see the
16 side letter in draft or other form?

17 MR. LEO LONGO: I did not.

18 MR. TIM FRYER: Okay. I tried before
19 with former Deputy Mayor Lloyd, who was the finance
20 chair at the time, to get an understanding of this
21 regional integration process. His testimony, back on
22 May the 2nd, indicated he had no concept of how Collus
23 could grow without impacting the debt-equity ratio
24 which appeared to be the only option for growth if
25 they -- if they went through.

1 So in 485, Deputy Mayor Lloyd states
2 that the Town interest has been taken into account by
3 him and therefore Council. If you wanted to review
4 that...

5 MR. LEO LONGO: I see that, yes.

6 MR. TIM FRYER: Okay. So with that
7 assurance provided by Deputy Mayor Lloyd, since
8 Mr. Clark had informed you that the side letter of the
9 side letter earlier, you wouldn't necessarily be asked
10 to review it?

11 MR. LEO LONGO: I wasn't, and -- and
12 that evening, I was not making any presentations to
13 Council about the deal. That was Ron Clark --

14 MR. TIM FRYER: Okay. So --

15 MR. LEO LONGO: -- Ed Houghton, and
16 John Rockx.

17 MR. TIM FRYER: Okay.

18 MR. LEO LONGO: So there was no
19 request of me to do anything about that.

20 MR. TIM FRYER: Okay. So an integral
21 aspect of the shareholder partnership -- or the
22 strategic partnership was to be this regional
23 integration opportunity. As noted by Mayor Cooper
24 in 483 -- and we can just scroll back down a little
25 bit to just there --

1 MR. LEO LONGO: M-hm.

2 MR. TIM FRYER: -- the Collus Board
3 anticipated there would be forced amalgamation. So
4 therefore, the Town councillors did as well because
5 they were being advised of what the Board thought.

6 MR. LEO LONGO: Okay.

7 MR. TIM FRYER: The anticipated side
8 letter would be very important towards achieving this
9 goal, yet it wasn't initiated. Do you know why?

10 MR. LEO LONGO: I don't.

11 MR. TIM FRYER: It is stated in 481,
12 the side letter was for Collus to be the vehicle, but
13 the investor would still be the shareholder. So the
14 Town would be putting the investment and the dollars
15 in. You'd agree with that?

16 MR. LEO LONGO: Repeat the question?
17 Would --

18 MR. TIM FRYER: Collus would be the
19 vehicle --

20 MR. LEO LONGO: Yes.

21 MR. TIM FRYER: -- but the
22 shareholders would be the ones who would have to
23 invest the dollars in, so therefore the Town and/or
24 PowerStream.

25 MR. LEO LONGO: I -- I'm not certain

1 if that's so or not, Mr. Fryer. I'm sorry.

2 MR. TIM FRYER: Okay. I believe it
3 is, and I was just going to say that the deputy mayor
4 had confirmed that none of the proceeds were set aside
5 in anticipation of this. And that's not a question.
6 That was just to --

7 MR. LEO LONGO: All right.

8 MR. TIM FRYER: -- to dovetail into
9 the next part of the area.

10 MR. LEO LONGO: Thank you.

11 MR. TIM FRYER: So I wanted to bring
12 up slide ALE0005133.0002, and it'd be slide 16.

13

14 (BRIEF PAUSE)

15

16 MR. TIM FRYER: I was looking for
17 the -- I thought -- I had slide 16. I'm looking for
18 the ones with the clarifying -- so the shotgun bullet
19 and the -- or shotgun clause... So maybe we could
20 just scroll I would think -- I would think the other
21 way. One more.

22

23 (BRIEF PAUSE)

24

25 MR. TIM FRYER: And that's the one

1 there. Sorry. It was 18. Sorry about that.

2 MR. LEO LONGO: I'm not familiar with
3 this PowerPoint, Mr. Fryer.

4 MR. TIM FRYER: Oh, I didn't think you
5 would be, so if you could just look at the first
6 bullet, and I give you a chance to read it.

7

8 (BRIEF PAUSE)

9

10 MR. LEO LONGO: Okay.

11 MR. TIM FRYER: So these were -- as
12 you -- as you noted, these were slides that were being
13 presented to the Council. And the first bullet was a
14 -- a further clarification to them about this existing
15 shotgun cause.

16 MR. LEO LONGO: Yes.

17 MR. TIM FRYER: And it did end up in
18 the agreement in spite of appearing to be bargained
19 out at one point in time.

20 So the fact that it is there isn't --
21 is one thing, but it isn't pointed out here, but after
22 two (2) years, it had a twenty (20) day deadline if
23 the shotgun clause was initiated.

24 Did you know of that?

25 MR. LEO LONGO: Not particularly, no.

1 MR. TIM FRYER: Okay. And again, I
2 think it goes back to what you had said before, where
3 it was Mr. Clark's presentation responsibility.

4 But as a former member of Town Council,
5 twenty (20) days would cause concern for me. In your
6 municipal legal counsel experience, would it be of
7 concern to you to put something in front of Council
8 that had a twenty (20) day deadline?

9 MR. LEO LONGO: That's a pretty short
10 turnaround to have Council give consideration to many
11 matters.

12 MR. TIM FRYER: Are you aware of any
13 of this type of municipal work you've done in the past
14 that would have that kind of restrictive --

15 MR. LEO LONGO: I haven't done this
16 kind of work in the past, so I can't say that, but I
17 think I have to leave it at that.

18 MR. TIM FRYER: I'll just add that
19 that when Mark Roger (phonetic) performed his 2015
20 review of the Transaction for the previous Council, he
21 identified that the restrictive aspects of the
22 unanimous shareholders agreement appears to be
23 favouring a two (2) stage acquisition. The approach
24 appears to be that after two (2) years, if no regional
25 success, then the second stage would take place.

1 Would you agree with that, or do you
2 have thoughts on that?

3 MR. LEO LONGO: I don't think I'm in a
4 position to agree or disagree with that.

5 MR. TIM FRYER: So in closing, I would
6 say that an even weaker position was precipitated
7 because the side letter was never initiated.

8 Would you agree with that?

9 MR. LEO LONGO: I -- I can't. I'm
10 sorry.

11 MR. TIM FRYER: Okay.

12 THE HONOURABLE FRANK MARROCCO: You --
13 you can't agree, or you can't comment?

14 MR. LEO LONGO: I can't comment on it,
15 sir.

16 THE HONOURABLE FRANK MARROCCO: Thank
17 you.

18 MR. TIM FRYER: Those are my
19 questions, Mr. Longo.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you.

22 MR. LEO LONGO: Thank you, Mr. Fryer.

23

24

(BRIEF PAUSE)

25

1 CROSS-EXAMINATION BY MR. PAUL BONWICK:

2 MR. PAUL BONWICK: Thank you, Your
3 Honour. Mr. Longo, my name's Paul Bonwick, and I'm
4 here as a --

5 MR. LEO LONGO: Yes, sir.

6 MR. PAUL BONWICK: -- participant at
7 the hearing. Before I get into some of the matters
8 related to your testimony earlier, I just wanted to
9 clear up a couple of points from earlier today that I
10 was a little bit confused about, and perhaps you could
11 help me out.

12 The -- the first point would be the
13 municipal -- and -- and you'll please excuse me. I'm
14 not a lawyer, I'm a layperson, and so I may use the
15 wrong language, so please feel free to correct me if I
16 misstate --

17 MR. LEO LONGO: Okay.

18 MR. PAUL BONWICK: -- the Act or
19 something to that regard.

20 As I understand it -- or I'm looking
21 for direction from you, sorry -- does the Municipal
22 Conflict of Interest Act apply to a government
23 relations consultant?

24 MR. LEO LONGO: Only if that
25 government relations consultant is also a municipal

1 councillor.

2 MR. PAUL BONWICK: Thank you. Does
3 the Municipal Code of Conduct apply to a government
4 relations consultant's absence of the fact that they
5 are not a municipal councillor?

6 MR. LEO LONGO: I don't believe so.

7 MR. PAUL BONWICK: Does -- and this is
8 where I'll likely need some help -- there is a
9 document councillors -- elected councillors signed. I
10 likely signed one back in 1994.

11 But there's a document they sign where
12 it lays out the municipal conflict, and that they will
13 abide by --

14 MR. LEO LONGO: The oath of office?

15 MR. PAUL BONWICK: The oath of office.
16 Thank you very much. I couldn't remember that one.

17 The oath of office that municipal
18 councillors take, does that in -- somehow apply to a
19 government relations consultant that is not sitting on
20 Council?

21 MR. LEO LONGO: It only applies to the
22 councillor.

23 MR. PAUL BONWICK: Excuse me, and
24 thank you.

25 Did the Town of Collingwood have,

1 during the time 2010 to 2014, a municipal lobbyist
2 registration program?

3 MR. LEO LONGO: I did not believe they
4 did.

5 MR. PAUL BONWICK: Don't believe, or
6 you know they did not?

7 MR. LEO LONGO: They -- they did not
8 have one.

9 MR. PAUL BONWICK: Thank you. The
10 last point I'll ask for clarification on rather than
11 go through the screens, and I'm happy to bring them up
12 again, but I'd prefer to avoid it.

13 MR. LEO LONGO: Okay.

14 MR. PAUL BONWICK: There was a letter
15 sent from then-Mayor Cooper to Mr. Bentz that
16 articulated out not all but the following.

17 MR. LEO LONGO: Yes, sir.

18 MR. PAUL BONWICK: You stated that you
19 felt that that was fairly broad.

20 MR. LEO LONGO: The second paragraph
21 in that June 2nd letter did appear to be broad to me.

22 MR. PAUL BONWICK: And I'm trying to
23 use your language to make sure I'm -- I'm being
24 accurate.

25 And so in going through the engagement

1 agreement that I had with PowerStream -- you've had
2 the opportunity to review that -- did I understand you
3 correctly that when you went through it line by line
4 by line, you understood that the information contained
5 in the letter incorporated the information that was
6 contained in the retainer agreement?

7 MR. LEO LONGO: Your Honour, I saw
8 that letter for the first time today. I looked at it.
9 I could see how you could argue that the bullets
10 contained in that engagement letter could be argued to
11 have been included in paragraph 2 of the June 2nd
12 letter.

13 MR. PAUL BONWICK: Thank you. And I
14 do appreciate you -- your comments in response to the
15 ten thousand dollar (\$10,000) retainer. I think -- I
16 think my friend Mr. Marron referred to it as a
17 significant retainer, and your comment back was,
18 Without knowing what was involved or what my billing
19 practices were --

20 MR. LEO LONGO: I -- I have no idea
21 what that is to you, so.

22 MR. PAUL BONWICK: Right. I thought
23 it would pale in comparison to some of the monthly
24 retainer packages that are going on for this hearing.
25 So putting that into some sort of perspective.

1 Moving on, Mr. Longo, you, along with
2 the court book, have referenced one (1) of your
3 partners, Mr. Mascarin.

4 MR. LEO LONGO: Yes.

5 MR. PAUL BONWICK: I'm not familiar,
6 so I'll apologize off the top. I'm not familiar with
7 Mr. Mascarin. I do see his name referenced in here,
8 and I hear you refer to him in terms of sharing
9 documents from time to time.

10 Could you please elaborate for my
11 benefit and that of the Commission what Mr. Mascarin's
12 role was with the municipality?

13 MR. LEO LONGO: Mr. Mascarin is a
14 certified specialist, as -- as I am. He commenced
15 practice in the public sector. He worked, I think,
16 fourteen (14) years in the City of Markham, having
17 spent maybe his first year or two (2) in private
18 practice.

19 He then joined Aird & Berlis. Mr.
20 Mascarin is the editor of several law digests,
21 municipal and planning law reports.

22 MR. PAUL BONWICK: I did read his bio.
23 I apologize, sir --

24 MR. LEO LONGO: It is --

25 MR. PAUL BONWICK: -- but what I was

1 asking was, what does he do for the Town? I -- I'm
2 familiar with his background.

3 MR. LEO LONGO: So what he did for the
4 -- so providing that background, he provided general
5 municipal advice to the Town. He was the lead lawyer
6 responsible for drafting most agreements, including
7 land development agreements, but also other agreements
8 that would involve the municipality -- municipal asset
9 -- asset agreements, capital matters that the
10 municipality might engage in.

11 So he -- he was the, like, the
12 solicitor, did true solicitor work, drafting
13 agreements, drafting bylaws, things of that nature.
14 And -- and I was the one that dealt with the land use
15 development side, attended at Council, and dealt with
16 the day -- the day-to-day matters, and John would be
17 providing background. He was a great resource to
18 clerk Almas. I know that.

19 MR. PAUL BONWICK: So when you said a
20 certified specialist, is that a -- again, I'm not
21 trying to get too hung up on words --

22 MR. LEO LONGO: The Law Society -- the
23 Law Society of Ontario have a designation where they
24 certified specialists. It was a system put in place
25 when Ian Scott discontinued QCs, and the Law Society

1 felt there was a -- a continued need to recognize
2 specialists and thought it was in the public interest
3 to certify specialists, and indeed they created such a
4 category in municipal law.

5 MR. PAUL BONWICK: Thank you very much
6 for that explanation.

7 And so I'm going to -- is it accurate
8 for me to state that you and Mr. Mascarin had a
9 complementary role with the Municipality and you would
10 have worked closely with him and -- and had a trusted
11 relationship with him?

12 MR. LEO LONGO: That's right.

13 MR. PAUL BONWICK: Okay, thank you.
14 As a lawyer, is there a -- is there a Code of Conduct
15 -- is there set of sort of rules and regulations that
16 you're bound, and Mr. Mascarin and others are -- are
17 bound to --

18 MR. LEO LONGO: Yes.

19 MR. PAUL BONWICK: -- follow? And I
20 assume, like, you and -- and I know you can't speak on
21 behalf of Mr. Mascarin, but he would have viewed the
22 client as Council of the whole, not necessarily the
23 CAO or the Clerk or the Director of Planning, but --

24 MR. LEO LONGO: That's correct.

25 MR. PAUL BONWICK: Would that be fair?

1 Mr. Longo, if -- if you received a phone call -- and
2 I'm going to go Ms. Wingrove in just a moment here
3 because I do have a couple of questions related to her
4 before we move on, but specific to -- if the CAO
5 reached out to you in a telephone conversation or a
6 casual meeting, or meeting, and asked you for
7 information deemed sensitive or of a financial matter,
8 clarification on question that had been put to you
9 before, would you consider that information sensitive
10 in terms of lawyer-client privilege?

11 MR. LEO LONGO: Yes, because it was
12 being conveyed to me by the most senior administrative
13 person of my client.

14 MR. PAUL BONWICK: Thank you very much
15 for that.

16 And so if your response was, give me a
17 couple of days to find out what it is you're asking
18 for, when you come back to the CAO and establish the
19 fact that you have been able to find the information
20 and here's the financial and I can deliver or meet
21 with you to give you the hard copies, if you presented
22 that to the CAO and the CAO responded in the email
23 chain and said thank you but I don't recall, but then
24 went on to state:

25 "Mr. Longo, I would direct or ask

1 you to expunge all record of this
2 discussion."

3 Would that raise red flags with you,
4 that the CAO --

5 MR. LEO LONGO: I would think so.

6 MR. PAUL BONWICK: -- of the
7 municipality would ask you to expunge an email train,
8 especially as it relates to finance?

9 MR. LEO LONGO: I've never faced that
10 situation in my 40-year career.

11 MR. PAUL BONWICK: Thank you. Would
12 it -- would it trigger a response that would be rather
13 significant on your part? And I think would it
14 trigger a response typically where you would have to
15 make your client, Council, at the very least aware of
16 the fact that you've been asked to expunge records or
17 perhaps maybe more? I'm not sure what your
18 obligations are under conflict of interest. You --
19 are you obliged to inform the Minister of Municipal
20 Affairs?

21 What -- what resonates from something
22 that serious --

23 MR. LEO LONGO: Just on the -- on the
24 -- on the theoretical question, the CAO would be the
25 person you would report that concern of abuse for any

1 other staff person, because the CAO is the head of the
2 chain and is responsible for everyone under -- under
3 her.

4 When it's the CAO themselves who you're
5 alleging is -- is doing something improper and asking
6 their lawyer to do something improper, it would
7 logically go to the Mayor, that I would have to -- the
8 head of Council that I would have to take that matter
9 to.

10 MR. PAUL BONWICK: Not necessarily
11 your entire client, but rather through an in camera
12 you would just simply make the where --

13 MR. LEO LONGO: I would do it --

14 MR. PAUL BONWICK: -- them aware of
15 something this serious?

16 MR. LEO LONGO: I would do it with the
17 Mayor because the Mayor under the Municipal Act is the
18 Chief Executive Officer and has duties that are
19 distinct from Council, and so as it pertains to any
20 wrongdoing by a CAO, the Mayor would be the logical
21 person to take that to, not -- not to -- not to
22 Council at large, at least initially.

23 MR. PAUL BONWICK: Thank you very
24 much.

25 Could I ask to bring up document AB496,

1 please? We'll start at the bottom of the email chain.

2

3

(BRIEF PAUSE)

4

5

MR. PAUL BONWICK: Bottom, please.

6 Thank you. Oh, not that far down to the bottom. Keep

7 going up. Okay. Up a little bit more so we can see

8 the --

9

Please take a moment to read this. I think you can conclude that this is a follow-up email

10 to either a phone call or a meeting that took place.

11 It's -- you can get some indication that it's a -- a

12 follow-up to a conversation of some kind. If you

13 could read --

14

MR. LEO LONGO: Is this from John --

15 from John Mascarin?

16

MR. PAUL BONWICK: There's two (2)

17 Johns, so that's why I was a little bit confused. So

18 this one would be from John Mascarin, but I believe he

19 is addressing the email to John Brown, then acting or

20 full-time CAO, I'm not sure, interim CAO, whatever his

21 title was.

22

23

(BRIEF PAUSE)

24

25

1 MR. PAUL BONWICK: So just in terms
2 of, clearly he thought it was important -- they were
3 important enough documents that he felt strongly that
4 he would not have discarded them.

5 Is that a reasonable take on that
6 email?

7 MR. LEO LONGO: That's what it says.

8 MR. PAUL BONWICK: Could you go up to
9 the next email, please?

10 This one is from -- sorry, just down a
11 little bit further, because I can just -- nope. I
12 apologize with the up and down. There we go, right
13 there.

14 So this is from John Brown to John
15 Mascarin.

16 "Hi John: You never know."

17 The email is blacklined or redacted. I
18 have to assume it's redacted because it's a personal
19 email.

20 THE HONOURABLE FRANK MARROCCO: Maybe
21 an email address, I --

22 MR. PAUL BONWICK: It'll be an email
23 address --

24 THE HONOURABLE FRANK MARROCCO: I
25 don't know -- just -- just -- do we know -- just one

1 second, we'll get more information about that.

2 MR. PAUL BONWICK: Thank you.

3 MR. LEO LONGO: Sorry, was there a
4 question for me?

5 MR. PAUL BONWICK: Sorry. I just
6 wanted before -- before I ask the question, I was just
7 looking for clarification on the redacted version.

8 MR. JOHN MATHER: I understand it was
9 redacted because it contains a personal email address.

10 MR. PAUL BONWICK: Thank you. That
11 helps with my question.

12

13 CONTINUED BY MR. PAUL BONWICK:

14 MR. PAUL BONWICK: And so you can see
15 here by Mr. Brown, the Chief Administrative Officer
16 for the Town of Collingwood, sending emails of a
17 business nature from the Municipal -- related to the
18 Municipality from his personal email account back to
19 Mr. Mas -- Mascarin, if I'm pronouncing it properly; I
20 hope.

21 You can read his email back.

22 MS. LUISA RITACCA: Your Honour, could
23 the witness see the entire page? It looks like
24 there's --

25 MR. PAUL BONWICK: He can. I'm going

1 to show it --

2 MS. LUISA RITACCA: Yeah, okay.

3 MR. PAUL BONWICK: -- all to him,
4 absolutely. Just -- unfor -- if it shrinks maybe you
5 might be --

6 MS. LUISA RITACCA: Because what's on
7 the screen right now is a Re line, so I'm wondering if
8 there's an email above it that might --

9 MR. PAUL BONWICK: I was --

10 MS. LUISA RITACCA: -- give the
11 witness some help.

12 MR. PAUL BONWICK: Thank you. I was
13 fully intending on showing him everything.

14

15 CONTINUED BY MR. PAUL BONWICK:

16 MR. PAUL BONWICK: The second one
17 really isn't too significant. It just -- I think Mr.
18 Brown is asking to meet with Mr. Ma -- Mascarin on a
19 Friday and he just simply says:

20 "I don't think I'll be in the office
21 on Friday. I'll -- I'll let you
22 know in a day or two to firm things
23 up."

24 And keep going up, please, so Mr. Longo
25 can see the balance of it.

1 Again from Mr. Brown's personal email:

2 "We received your most recent bill
3 and Sara and I discussed it. Sara
4 will be calling you to clarify some
5 matters and to see if you can help -
6 - if you can split the bill up so
7 that we do not have a single bill
8 for \$11,000, which will make it
9 notable and require explanation.
10 Call me after you chat with Sara if
11 you have any concerns. Also, I do
12 not recall getting advice about the
13 role of the CAO and the entitlement
14 to information. Can you please
15 resend this email -- this to the
16 email address?"

17 Meaning sometime in the future I'll get
18 back to on that.

19 And then go to the top of the email
20 chain. And again it's from Mr. Brown's personal
21 email, again to Mr. Mascarin.

22 "John: Can you please expunge this
23 email thread? Thank you. John"

24 Brown, I have to assume.

25 MR. LEO LONGO: I see that.

1 MR. PAUL BONWICK: So therein lies the
2 bombshell, I'm sitting there looking at an email from
3 a CAO sending out information that is clearly specific
4 to the Municipality, it's clearly asking for changes
5 to be made to invoices that appear to be in order to
6 allow it to go under the radar, so to speak, but more
7 importantly than that, there's information in there
8 that we don't know when it exists because it was a
9 hard copy. But he's effectively asking, as he's going
10 through an exercise that's related to the eventual
11 launching of this judicial Inquiry, he's going through
12 an exercise where he's asking to have records
13 expunged.

14 And so I ask again, if you had to
15 follow this email chain and you received an email from
16 the CAO, did I understand you correctly to say you
17 would have immediately brought this to the Mayor's
18 attention?

19 MR. LEO LONGO: That would be my
20 practice.

21 MR. PAUL BONWICK: In your 40-year
22 career, you never remember having been asked by a CAO
23 on a personal email to expunge financial records or
24 records related to a municipality?

25 MR. LEO LONGO: Or from anyone.

1 MR. PAUL BONWICK: Are you aware of
2 the fact that Ms. Wingrove provided testimony some
3 days ago, and then prior to that about three of four
4 weeks ago, and I apologize for not knowing the -- the
5 exact date.

6 MR. LEO LONGO: Yes.

7 MR. PAUL BONWICK: Are you aware of
8 the fact that Ms. Wingrove in -- within her testimony,
9 included comments, and I'll paraphrase and if I've
10 certainly I expect correction if I've paraphrased
11 incorrectly. But that subsequent to the election of
12 2010 she felt that she, in her opinion, she did not
13 enjoy the confidence and did not have a good
14 functioning relationship with the majority of -- of
15 Council.

16 Were you aware that she stated that?

17 MR. LEO LONGO: I -- I believe I heard
18 something like that, yes.

19 THE HONOURABLE FRANK MARROCCO: Well,
20 I don't know if it was a majority, but she did have --

21 MR. PAUL BONWICK: I think --

22 THE HONOURABLE FRANK MARROCCO: -- she
23 did say she had a problem with her relationship with
24 some of them.

25 MR. PAUL BONWICK: I --

1 THE HONOURABLE FRANK MARROCCO: Did
2 she use the word "majority"?

3 MR. PAUL BONWICK: I -- I believe she
4 said the majority and I can certainly find that, but
5 evidence will, I think, indicate that in fact it had
6 to be the majority, or quite frankly, the end result
7 would not have been the end result.

8

9 CONTINUED BY MR. PAUL BONWICK:

10 MR. PAUL BONWICK: Are you aware of
11 the fact that other participants raised issues with
12 regards to Mr. Wingrove's contact, specific to the
13 emotional significance that she attached to various
14 issues that Council was dealing with during that
15 period of time?

16 MR. LEO LONGO: I heard parts of
17 Deputy Lloyd's testimony, I heard parts of Mayor
18 Cooper's testimony.

19 MR. PAUL BONWICK: And -- thank you.

20 MR. LEO LONGO: And they may have
21 addressed that in part.

22 MR. PAUL BONWICK: Would you agree
23 that the CAO serves at the pleasure of municipal
24 Council of the whole?

25 MR. LEO LONGO: That's my

1 understanding, subject to the terms of his or her
2 employment contract with the Municipality.

3 MR. PAUL BONWICK: Agreed entire --
4 set aside the employment contract, because that
5 creates obligations on both parties as it relates to
6 the details in that contract, and so that should
7 something be triggered, would you agree that the
8 employment contract, the provisions within the
9 employment contract come into play, but at the end of
10 the day, irrespective of what's in the employment
11 contract, Council -- sorry, the CAO serves at the
12 pleasure of Council.

13 MR. LEO LONGO: Having been told to
14 put aside the employment contract, yes.

15 MR. PAUL BONWICK: And you would agree
16 then that if Council does not have confidence in the
17 abilities of a CAO from the start and that confidence
18 appears to have been diminished as we've heard from
19 testimony, then it would only make sense that that
20 would trigger a termination?

21 MR. LEO LONGO: The CAO is Council's
22 senior staff person to implement its policies and --
23 and communicate its policies to the organization at
24 large.

25 So I agree with you.

1 MR. PAUL BONWICK: Thank you.

2 Are you aware of the fact that Ms.
3 Wingrove's employment, after that year and four months
4 or something, I don't -- I apologize for being rough
5 on the dates, was terminated by a majority decision of
6 the Town of Collingwood Council?

7 MR. LEO LONGO: I understand that.

8 MR. PAUL BONWICK: Thank you.

9

10 (BRIEF PAUSE)

11

12 MR. PAUL BONWICK: Oh, gees, Your
13 Honour, I'll just be a minute here, I just want to
14 make sure I don't --

15 THE HONOURABLE FRANK MARROCCO: That's
16 fine, take a minute. Go ahead.

17 MR. PAUL BONWICK: -- duplicate what's
18 already been said.

19

20 CONTINUED BY MR. PAUL BONWICK:

21 MR. PAUL BONWICK: Again, as a
22 layperson, and I quite often get the exact language
23 wrong, I understand that -- that there are various
24 areas of expertise within the legal community. Is
25 that a fair statement?

1 MR. LEO LONGO: Yes.

2 MR. PAUL BONWICK: As a layperson,
3 would it be reasonable in your mind for a layperson to
4 believe they are being fully represented when they see
5 the firm Aird & Berlis, Gowlings, Elliots, from a
6 layperson's perspective would you not -- would it not
7 be reasonable to assume that you're receiving full
8 representation by the compliment of lawyers that are
9 engaged with that firm, whether that be Mr. Mascarin,
10 Mr. Clark, Mr. Longo, I mean there's a list of six or
11 seven lawyers that were actively engaged in this file.

12 Would it be reasonable for a layperson
13 to assume that the firm is representing their best
14 interests?

15 MR. LEO LONGO: The -- you would have
16 to know what the nature of the retainer -- the
17 retainers were in every circumstance to understand
18 that. But you should always assume that the law firm
19 is there to represent its clients to the best of its
20 ability.

21 MR. PAUL BONWICK: So we've heard
22 testimony from your partner, Mr. Clark, that he along
23 with four or five other of your colleagues from the
24 same firm, perhaps as many as seven if I take into
25 consideration you and Mr. Mascarin, were actively

1 engaged at some level on this transaction.

2 MR. LEO LONGO: I think you're
3 overstating it. It was he and Corrine Kennedy that
4 were acting on the deal from the Collus perspective on
5 the LDC file. They had Michael Ventresca, I believe a
6 student at the time.

7 Those -- those were the individuals
8 involved. Scott Stoll was the environmental lawyer
9 and energy lawyer who took the matter to the Ontario
10 Energy Board. So he was focused just on that.

11 Mr. Masc -- and -- and I was not
12 involved in any of that.

13 So that's a long-winded answer as to
14 what people were doing.

15 MR. PAUL BONWICK: No, and I
16 appreciate the clarification.

17 Let me repeat it because I thought what
18 I said was that according to testimony provided by
19 your partner, Mr. Clark, that there were several
20 lawyers, as many as five, six, or seven, that were
21 engaged on this file to some extent or another.

22 I didn't say that everybody was billing
23 40 hours a week. Is that a fair statement, or would
24 you disagree with your partner's testimony?

25 MR. LEO LONGO: There may have been

1 six or seven lawyers who touched the fi -- who -- who
2 had some aspect of this file.

3 MR. PAUL BONWICK: I'm not trying to
4 play on words, but I've seen several emails from
5 different lawyers within your firm. And so when you
6 say "touched" the file, does that mean they -- it went
7 across their desk one brief afternoon or what level of
8 work would be described?

9 Because I'm reading emails and
10 briefings that are coming forward and they seem to be
11 more significant than just a touch.

12 MR. LEO LONGO: No, they are what they
13 are. I mean, I -- I view my involvement as having
14 been limited to the -- to the areas involved and the
15 times involved that I've testified at today. That was
16 much less involvement than Ron Clark and Corrine
17 Kennedy, that's for certain.

18 That's what I'm meaning about --

19 MR. PAUL BONWICK: You --

20 MR. LEO LONGO: -- yes, I was involved
21 --

22 MR. PAUL BONWICK: You have
23 acknowledged --

24 MR. LEO LONGO: -- the extent and --

25 MR. PAUL BONWICK: Okay. Sorry.

1 MR. LEO LONGO: -- they were involved
2 in a larger extent.

3 MR. PAUL BONWICK: Thank you. I think
4 that addresses that -- that particular question. And
5 I believe you did confirm that you're aware of the
6 fact that your partner, Mr. Clark, on different
7 occasions, both an email and testimony, confirmed that
8 it was his opinion that he was representing the
9 shareholder or the municipality as well as Collus?

10 MR. LEO LONGO: That's my
11 understanding.

12 MR. PAUL BONWICK: Thank you. Where I
13 struggle -- and I'm just going to bring up the email.

14

15 (BRIEF PAUSE)

16

17 MR. PAUL BONWICK: Where the heck did
18 I read that? Perhaps counsel for the Inquiry could
19 help me. I did write it down. There is a number
20 where you provided me Mr. Longo's billings. I had it
21 in here.

22

23 (BRIEF PAUSE)

24

25 MR. FREDERICK CHENOWETH: That appears

1 to be ARB23.

2 MR. PAUL BONWICK: ARB234. Is that it,
3 sorry?

4 MR. FREDERICK CHENOWETH: No, 2-3.

5 MR. PAUL BONWICK: 2-3. 2-3. ARB23.

6

7 CONTINUED BY MR. PAUL BONWICK:

8 MR. PAUL BONWICK: There was two (2)
9 attachments to that. When I tallied, Mr. Longo, the
10 tally that I landed on was somewhere around seventeen
11 thousand dollars (\$17,000) in billings that you have,
12 appear to have, associated with your time on this
13 particular file.

14 MR. LEO LONGO: Can --

15 MR. PAUL BONWICK: Can you bring that
16 up and show Mr. Longo? Slowly, please. You can see
17 the description of the services which clearly
18 articulate your involvement, the various time that
19 were -- amounts of times that were spent. Please
20 continue down.

21 Please continue down. And further,
22 unless Mr. Leo -- or Mr. Longo wants to go slower.
23 You can get to the bottom, if you wish. There was one
24 (1) for twelve thousand eight hundred and eighty-two
25 dollars (\$12,882). And I believe there was a second

1 one.

2 MR. LEO LONGO: Yes. And I -- I just
3 note that time wasn't just my time, Your Honour. That
4 had John Mascarin's time and -- and others, but...

5 MR. PAUL BONWICK: Sorry, you had
6 suggest Mr. Mascarin and others. I maybe missed the
7 code on the side there. Please go up. JOM, I assume
8 that's John something Mascarin?

9 MR. LEO LONGO: That's John Mascarin.

10 MR. PAUL BONWICK: Okay.

11 MR. LEO LONGO: That's correct.

12 MR. PAUL BONWICK: So -- thank you.

13 You can back down to the --

14 MR. LEO LONGO: And I imagine the
15 blanked out matter, Mr. Bonwick, is something I was
16 doing for the CAO but not related to the Collus
17 matter.

18 MR. PAUL BONWICK: Thank you. Okay.

19 And continue down.

20

21 (BRIEF PAUSE)

22

23 MR. PAUL BONWICK: Continue down,
24 please. Whoops, sorry, too far. Thank you. There's
25 twenty-seven hundred and forty-five dollars (\$2,745),

1 so I was mistaken on my number.

2 MR. LEO LONGO: Can you go --

3 MR. PAUL BONWICK: Yeah.

4 MR. LEO LONGO: The vast majority of
5 that account is for some other file because it's been
6 blocked off. The only item that -- that I'm looking
7 at is -- is point 7.

8 MR. PAUL BONWICK: And you can
9 appreciate, for those of us that don't see the
10 unredacted versions, we're trying to sort that out.
11 That being said --

12 MR. LEO LONGO: Okay.

13 MR. PAUL BONWICK: -- again --

14 MR. LEO LONGO: Those are two (2)
15 accounts for the -- for the -- that amount of money;
16 that's correct.

17 MR. PAUL BONWICK: Right. And so, as
18 I look at that, and I see many thousands of dollars in
19 billings, several thousand dollars in billings from
20 you and your partner, Mr. Mascarin, I struggle with
21 that, coupled with the fact that I've seen many emails
22 related to this particular file where I'm getting the
23 impression from your testimony that it's different
24 than what I'm watching in terms of fees.

25 And I guess that's a narrative that

1 doesn't have a question in it. But rather, from a
2 layperson's perspective, when they see an invoice for
3 many thousands of dollars, one would have to assume
4 that you had a reasonable level and your colleague,
5 Mr. Mascarin, had a reasonable level of engagement at
6 key points in this?

7 MR. LEO LONGO: This -- the hours are
8 as shown on the -- on the bill, so those -- those
9 hours were docketed. And -- and I should note, never
10 was any account of mine ever questioned by the
11 municipality ever.

12 MR. PAUL BONWICK: And, Mr. Longo, I
13 don't doubt that for a moment. I have never heard in
14 any form ever that there was a question about your
15 billings as it related to the number of hours you were
16 putting in. I am just simply recognizing the number
17 of hours you were putting in.

18

19 (BRIEF PAUSE)

20

21 MR. PAUL BONWICK: Are you, having
22 followed the testimony and having been the solicitor
23 for the Town of Collingwood during the period -- and I
24 was taking rough notes. I was going to say 2008 to
25 2014 just to kind of hit one (1) in the middle.

1 MR. LEO LONGO: Okay.

2 MR. PAUL BONWICK: Is that a fair
3 statement, somewhere in there?

4 MR. LEO LONGO: Approximate, yes.

5 MR. PAUL BONWICK: Right. And so, are
6 you aware from previous testimony that I did in fact
7 meet with Ms. Almas to disclose to the best of my
8 ability what I was -- what services I was -- or would
9 be providing to PowerStream?

10 MR. LEO LONGO: If that's what the
11 testimony has been, that's --

12 MR. PAUL BONWICK: Well, did you see
13 that part?

14 MR. LEO LONGO: I don't recall if I
15 saw that specifically. I did try to keep track on
16 things, but...

17 MR. PAUL BONWICK: Thank you. Okay.
18 Fair enough. Did you follow the testimony by Ms.
19 Wingrove when in fact she confirmed that we had met
20 and that I had described while her answer varied on
21 three (3) different occasions that she acknowledged
22 that I had met for the purposes of disclosing some
23 level of activity, I won't go into the detail of it,
24 in terms of my potential relationship with
25 PowerStream?

1 MR. LEO LONGO: My memory was there
2 was some testimony about your desire to want to do
3 that, but there was maybe some difficulty in actually
4 having some meetings. That's a thing that sticks in
5 my mind, but...

6 MR. PAUL BONWICK: Fair enough. The
7 tes -- the evidence would show that there was in fact
8 a meeting.

9 MR. LEO LONGO: Okay.

10 MR. PAUL BONWICK: But the meeting
11 ended rather abruptly --

12 MR. LEO LONGO: Okay.

13 MR. PAUL BONWICK: -- related to me.
14 Are you aware of the fact that -- you -- you will be
15 aware of the fact, not that you've gone through this,
16 that clearly I had a meeting or a discussion with my
17 sister, Mayor Cooper, in terms of my level of
18 involvement?

19 MR. LEO LONGO: Yes.

20 MR. PAUL BONWICK: Are you aware of
21 the fact, as testimony or the court book will show --
22 I shouldn't refer to it as that. I guess I should say
23 the -- the disclosure documents will show that there
24 was a meeting coordinated with the chair of Collus,
25 Mr. Muncaster, that there was involved in that meeting

1 Ms. Wingrove. Involved in that meeting was Mayor
2 Cooper. Involved in that meeting was Mayor -- sorry,
3 Deputy Mayor and Chair of Finance, Mr. Lloyd.
4 Involved in that meeting was Mr. Bentz. Involved in
5 that meeting was Mr. Lehman.

6 Are you aware now, having gone through
7 the record, that that meeting took place, as well, for
8 the purpose of disclosure?

9 MR. LEO LONGO: I recall that there
10 was such a meeting convened.

11 MR. PAUL BONWICK: And so, in your
12 experience, forty (40) years working with
13 municipalities, does that seem at the very least on
14 those four (4) touch points and recognizing that I
15 have, nor does PowerStream, any obligation under the
16 Municipal Act, any obligation under the profess -- or
17 the code of conduct or the swearing in, oath of
18 office, thank you, does that seem reasonable that no
19 less than four (4), and I would argue more, meetings
20 took place to in fact disclose the various
21 responsibilities that I might have as it related to
22 PowerStream?

23 Does that seem reasonable to you, those
24 -- the fact that all of those people were brought into
25 the loop?

1 MR. LEO LONGO: Having not been at the
2 meetings or heard what was discussed, it -- it's hard
3 for me to say. It -- it's encouraging that efforts at
4 least were made to -- to disclose that interest.

5 MR. PAUL BONWICK: Thank you. And I
6 wouldn't be so unfair to you to ask you to comment on
7 meetings you didn't participate in. That just simply
8 would not offer any value.

9 I simply want to refer to the fact
10 you've seen testimony, you've seen evidence there was
11 no less than four (4) meetings with some very senior
12 people, in -- set aside my individual meetings, all
13 related to, as testimony has shown, disclosure?

14 MR. LEO LONGO: Meetings for the
15 purposes of disclosure are better than not having any
16 meetings for disclosure, so.

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: Are you aware of
21 the fact that your partner, Mr. Clark -- and perhaps
22 we could bring up Mr. Clark's testimony, please,
23 through transcript?

24 And I apologize for not being able to
25 cite chapter and verse here, but if we go down to --

1 is it possible to put my name when I was questioning
2 Mr. Clark?

3

4 (BRIEF PAUSE)

5

6 THE HONOURABLE FRANK MARROCCO: We'll
7 find it in a second.

8 MR. PAUL BONWICK: Thank you.

9

10 (BRIEF PAUSE)

11

12 MR. PAUL BONWICK: If it's too...

13 MR. JOHN MATHER: The examination --
14 Mr. Bonwick's examination begins on page 253 of
15 May 24th.

16 MR. PAUL BONWICK: It should be just
17 below Mr. Fryer's? Typically I follow him. Thank
18 you.

19 If you could go -- down, down, down.
20 When you're down -- it's quite a ways down.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: Sorry. Go up a
25 little bit, please. Okay. Sorry. Keep going down.

1 Like the question that I was putting to Mr. Clark was
2 related to the efforts that he, along with several
3 other of your client -- or sorry -- several other of
4 your colleagues -- the efforts they brought to the
5 table in support of this transaction.

6

7 (BRIEF PAUSE)

8

9 MR. PAUL BONWICK: And keeping going
10 down -- I think you can keep going down. It's
11 typically one of the last questions that I raise.

12 MR. JOHN MATHER: There's a question
13 on page 258, line 14.

14 MR. PAUL BONWICK: Okay. No. Keep
15 going down. I can surmise and you can keep going.

16

17 CONTINUED BY MR. PAUL BONWICK:

18 MR. PAUL BONWICK: In short, what I
19 did -- as they're looking for it --

20 MR. LEO LONGO: Ask the question, and
21 then we'll see if I can answer it without --

22 MR. PAUL BONWICK: Yeah. Exactly.
23 Because I think it's a fairly innocuous in terms of
24 the content.

25 What I effectively -- and I've done

1 this to almost all of the witnesses, the experts from
2 KPMG, your colleagues, Board members, or Mr. McFadden,
3 some of the senior staff -- but specifically, the
4 question was put to Mr. Clark or what I tried to put
5 to Mr. Clark -- and I hope I did -- was specific to
6 the deliverable after the fact.

7 And so I asked if he thought, based on
8 all of these people that were attached to this deal --
9 and it is an arm's length of consultants and staff and
10 Board members -- did he feel that the best result had
11 been achieved for the Town of Collingwood, the
12 ratepayers of Collingwood. Were you aware of his
13 response?

14 MR. LEO LONGO: I believe he may have
15 said yes.

16 MR. PAUL BONWICK: In fact, he did,
17 and I think testimony would show that he concluded
18 that he felt that it was a good result.

19 And while in my cross-examination with
20 your partner, Mr. Clark, I asked him what his belief
21 was after the closing period or the appeal period --
22 sorry -- the approval period from the OEB for the
23 following year.

24 And while he unfortunately, like you,
25 was very busy with a whole bunch of other files, he

1 commented -- and again, I'll paraphrase, but it's in
2 here -- that he felt that a good deal had been struck
3 and had not heard anything critical or negative within
4 the industry about that.

5 So I want to fast forward to 2012.

6 MR. LEO LONGO: Okay.

7 MR. PAUL BONWICK: I'm sorry. Were
8 you -- there was no question in there. I'm learning.
9 Were you aware of the fact that that was his
10 representation?

11 MR. LEO LONGO: Okay. Yes.

12 MR. PAUL BONWICK: Thank you. Yes was
13 the answer. And so I want to fast forward to 2012.

14 It is my understanding and could you
15 please confirm this that it was your colleague,
16 Mr. Mascarin, along with yourself that recommended --
17 when the Town of Collingwood found themselves absent
18 of a CAO and needing one in fairly short term that you
19 and your colleague, Mr. Mascarin, recommended
20 Mr. Brown for the position. Is that correct?

21 MR. LEO LONGO: John did. I don't
22 recall that it was jointly recommended by us, but John
23 had worked in Markham for many of the years that
24 John Brown had been in Markham. So he know of
25 Mr. Brown, and I think when Collingwood was in need of

1 a CAO, I'm not sure who reached out to -- to
2 Mr. Mascarin, but I believe it was his recommendation
3 that Mr. Brown be invited to apply.

4 MR. PAUL BONWICK: And so you stated
5 earlier that you and Mr. Mascarin worked closely
6 together --

7 MR. LEO LONGO: Yes.

8 MR. PAUL BONWICK: -- had a trusted
9 relationship and delivered what, I think, all would
10 consider reasonable service or good service for the
11 Town of Collingwood. You're obviously aware of the
12 fact that your partner, Mr. Mascarin, recommended
13 Mr. Brown for the position of interim or acting CAO,
14 whatever that position was.

15 MR. LEO LONGO: That's my
16 understanding, yes.

17 MR. PAUL BONWICK: And you've no doubt
18 heard testimony that post-2012, the relationship
19 between Mr. Brown and staff at Collus PowerStream
20 deteriorated in a rather rapid fashion. Are you aware
21 that that transpired?

22 MR. LEO LONGO: I'm not certain of
23 qualifiers like "rapid" and things of that nature, but
24 I -- but I know that Mr. --

25 MR. PAUL BONWICK: Are you --

1 MR. LEO LONGO: -- I know that
2 Mr. Brown was vigilant in trying to understand that
3 the -- the Town-Collus relationship.

4 MR. PAUL BONWICK: Isn't that
5 interesting how one person would use the word
6 "vigilant," yet others would use far more negative
7 descriptions.

8 My point was, are you aware of the
9 fact, irrespective of which side was right, that the
10 relationship had deteriorated in a rather significant
11 way?

12 MR. LEO LONGO: I really wasn't part
13 of that, so I -- I don't -- I can't just say under
14 oath with a hundred percent certainty it deteriorated
15 in a significant way.

16 MR. PAUL BONWICK: I can't let that --

17 MR. LEO LONGO: I -- I understood
18 there was -- there was a friction.

19 MR. PAUL BONWICK: I can't let that
20 slide just as easily because I read one of your emails
21 that you sent to Mr. Brown when he was making
22 enquiries, that email suggested that you had concerns
23 far beyond what you addressed in 2011 or 2010. We
24 could bring up the email if you would like.

25 It talked about not necessarily

1 following the procurement bylaw. It had several other
2 reservations in it. You've got to be direct about it.
3 You've got to appreciate that he obviously had some
4 serious concerns about Collus, and you would know that
5 the relationship had deteriorated.

6 MR. LEO LONGO: The only -- the only
7 work that I did for Collingwood after 2014 was for
8 Mr. Brown enquiring -- trying to understand the Collus
9 deal, the Collus relationships, why didn't the Town
10 get a closing book.

11 So I'm aware that Mr. Brown was
12 actively investigating that and -- and bringing me
13 into -- to provide whatever answers I could provide to
14 him. So -- and to that extent, yes. I'm aware of
15 that.

16 MR. PAUL BONWICK: And we've seen
17 evidence where you've sent an email that articulated
18 concerns that you had in reflection that you didn't
19 identify at the time.

20 MR. LEO LONGO: I'm sorry. That --
21 that I don't understand.

22 MR. PAUL BONWICK: Okay. Could we
23 bring up the email -- I wrote it down. It was from
24 Mr. Longo to Mr. Brown. It was specific to raising
25 issues surrounding the share sale of Collus, and it

1 identified points of concern that Mr. Longo was
2 expressing to Mr. Brown.

3 MR. LEO LONGO: Was that the
4 purchasing bylaw? Is that the one where we're --

5 MR. PAUL BONWICK: No. This is
6 post-transaction, substantially post-transaction.

7 MR. LEO LONGO: Yes. But I'm saying,
8 was the email you're searching for the one where I
9 indicated there had been a Shared Services Agreement,
10 and there hadn't been adherence to the -- to the
11 procurement bylaw?

12 MR. PAUL BONWICK: Yes, that's the
13 one.

14 MR. LEO LONGO: Okay. So yes, I'm --
15 I'm familiar with that one. Yes, sir.

16 MR. PAUL BONWICK: So I'm sitting
17 there -- can you appreciate why those that are
18 attached to the deal and felt it was such a great
19 deal -- and there has been a litany and a long list of
20 people that have come forward that have been attached
21 to this file and said it was a great deal; it
22 delivered exceptional service; it was wonderful for
23 the first year -- can you understand why they might
24 have some reservations about you providing this email
25 some years later?

1 Considering your relationship with
2 Mr. Brown, considering the environment in which
3 Mr. Brown had been part of as it related to Collus,
4 can you understand how people might look at that and
5 view it in a very skewed fashion? Because clearly,
6 they weren't brought up at the time, and now knowing
7 what you know, your partner and several of your
8 colleagues and other partners were actively involved
9 in the file.

10 MR. LEO LONGO: Let's break down what
11 you just said.

12 MR. PAUL BONWICK: Were you --

13 MR. LEO LONGO: I had no -- I had no--

14 THE HONOURABLE FRANK MARROCCO: Just -
15 - just -- can we just go back to one person at a time?

16 MR. LEO LONGO: Thanks.

17 THE HONOURABLE FRANK MARROCCO: Go
18 ahead and answer the question.

19 MR. LEO LONGO: I didn't know Mr.
20 Brown before he joined Collingwood. I had no
21 experience with him. I indicated after 2014 the only
22 bit of work I did for Collingwood was in answering
23 questions that he was posing. I answered those to the
24 best of my ability.

25 The question, especially about the

1 email, how could a shared services agreement exist
2 when we had a -- a procurement bylaw that had not --
3 in 2006 and did not appear to have been adhered to,
4 those were the -- Mr. Bonwick, the first times that I
5 had looked at any of those matters and was providing
6 my -- my advice to the -- to my client.

7 So back in 2011 and 2012, I was not
8 engaged by Collingwood to talk about a shared services
9 agreement or the purchasing bylaw or any of those
10 matters.

11 So it's -- it's not -- I would ask when
12 you say what does the general member of the public
13 think. The general member of the public will -- will
14 look and hopefully say that when Mr. Longo was engaged
15 by his client to do a job or provide advice, he did it
16 to the best of his abilities. That's what I've done
17 throughout all of this.

18 So I don't see the public perception
19 the way you've just described it to me.

20

21 CONTINUED BY MR. PAUL BONWICK:

22 MR. PAUL BONWICK: Okay. I'm just
23 pointing out the fact that -- that years after the
24 fact you're providing this narrative, what I'm saying
25 by your own admission, you had limited engagement,

1 albeit in my mind reasonably extensive from a -- a
2 dollar perspective.

3 But you had limited engagement during
4 the process.

5 MR. LEO LONGO: Right.

6 MR. PAUL BONWICK: You now are aware
7 that your partner, who operates one floor up from you
8 in your building had --

9 MR. LEO LONGO: Before.

10 MR. PAUL BONWICK: Four floors, that's
11 a big law office.

12 By his own admission, was very actively
13 involved along with your colleague, Corrine --

14 MR. LEO LONGO: Kennedy.

15 MR. PAUL BONWICK: Kennedy. Along
16 with other support staff. I've got to ask the
17 question then, if people shouldn't view it as a skewed
18 response when you're being -- when these questions are
19 being directed to you by Mr. Brown, why would you not
20 take the time to go up and have a fulsome discussion
21 with Mr. Clark about just how involved your firm
22 actually was during this entire process?

23 MR. LEO LONGO: The questions posed by
24 Mr. Brown, he was posing questions to Ron Clark at the
25 same time that he was posing them to me. He was

1 asking different questions of me and different
2 questions of Mr. Clark.

3 So Mr. Clark was fully engaged in
4 responding to CAO Brown. I was engaged in responding
5 to CAO Brown on the matters that he asked me to
6 respond to.

7 The issue of a procurement bylaw and
8 whether it was adhered to or not, for the shared
9 services agreement, in my view, didn't have anything
10 to do with the Collus deal itself, it was the CAO
11 trying to understand how a shared services agreement,
12 which I think had an annual -- it was just a year-to-
13 year agreement that just kept kicking over, wanted to
14 know how this agreement got to where it was and -- and
15 whether there was compliance with the procurement
16 bylaw.

17 I looked at that and gave him my -- my
18 advice. I'm not sure if Ron Clark was ever asked in
19 any of the work he did has the procurement bylaw been
20 adhered to or not.

21 So I -- I don't see them as being
22 inconsistent with each other, it's just different
23 questions were asked at different times.

24 MR. PAUL BONWICK: I guess my
25 expectations out of a legal response when I'm dealing

1 with that and -- and again, we had Mr. Firman, the
2 former Chief Operating Officer, if I have his title
3 properly -- for the water utility, clearly explained
4 that Mr. Brown was very actively trying to understand
5 the shared service agreement and in Mr. Firman's
6 opinion it was to take control of -- of the water
7 utility and bring it into the fold of the umbrella of
8 the Town of Collingwood, which you may be aware that
9 Mr. Firman stated emphatically that he was
10 diametrically opposed to that kind of approach,
11 understanding the importance of water, but --

12 MR. LEO LONGO: No, I didn't hear Mr.
13 Firman's testimony.

14 MR. PAUL BONWICK: Okay. I -- I'll
15 close out with this. In the representations that you
16 made in 2014 in terms of emails to Mr. Brown, there
17 did not seem to be, from what I was reading, and
18 please correct me if this is -- if I'm mistaken, any
19 fulsome presentation from you related to all the work,
20 and I can imagine -- I can't imagine how big the --
21 the amount of hours and -- and billings were, that the
22 lawyers from your very own firm provided in support of
23 this process.

24 I would have thought that that would
25 have been extremely valuable to Mr. Brown to

1 understand how fulsome, how robust the team was from
2 Aird & Berlis that was working on this file.

3 And from my perspective, I'm asking you
4 this, simply, why would that not be part of the
5 response that you or Mr. Clark -- and I didn't see
6 much of Mr. Clark's response, more from you, why would
7 that not be part of the response to the client?

8 MR. LEO LONGO: Because I was asked --
9 short answer. I was asked a specific question and
10 gave a specific answer to that specific question.

11 I was not asked put this into the
12 context of the sale or what it meant to the Town or
13 anything.

14 Mr. Longo, can you tell me did the
15 share house -- shared services agreement comply with
16 or not comply with the purchasing bylaw. That's the
17 question that I was asked and it was the question I
18 answered.

19 MR. PAUL BONWICK: I have no more
20 questions for the witness.

21 THE HONOURABLE FRANK MARROCCO: Thank
22 you, Mr. Bonwick.

23 Ms. Ritacca?

24

25 EXAMINATION BY MS. LUISA RITACCA:

1 MS. LUISA RITACCA: You have just one
2 area I'd like to re-examine on, thank you.

3 Mr. Longo, yesterday in cross-
4 examination you were asked about your attendance at
5 the closed session meeting on January 16th when your
6 partner and a representative from KPMG and Mr.
7 Houghton presented the PowerStream Collus sale slide
8 presentation, if I can call it that?

9 MR. LEO LONGO: Yes.

10 MS. LUISA RITACCA: And it was put to
11 you or you were asked well why didn't you raise any
12 issues, why didn't you address the Council and in
13 particular why didn't you say anything about who was
14 advising the Town, which was a question you posed in
15 an email that same evening.

16 Do you recall that?

17 MR. LEO LONGO: I guess, yes.

18 MS. LUISA RITACCA: Okay. And in
19 short, you said I wasn't -- it's not my practice, I
20 wasn't asked to participate, I was sitting in the back
21 of the room and I was an observer, not a participant.

22 MR. LEO LONGO: I recall that, yes.

23 MS. LUISA RITACCA: Okay. And so
24 could you help us understand, I think you're probably
25 only -- the only person in the room that's actually

1 been a Town solicitor, so could you help us understand
2 what your normal practice is as Town solicitor when
3 you're sitting either in an open session or an in
4 camera session of Council? How is it that you become
5 engaged, if you can provide us with some information
6 on that?

7 MR. LEO LONGO: So normally I -- I get
8 engaged by the Municipality through the C -- the
9 clerk, planning director, the CAO, and I'm asked to
10 attend meetings or provide work in a particular area,
11 provide opinion work.

12 So that's how I normally get to deal
13 with matters. On occasion, I would attend Council
14 meetings and on occasion questions would be asked of
15 the Town solicitor while I was at the meeting and I'd
16 answer them to the best of my ability.

17 But normally, other than the Council
18 setting at a public meeting, I was only directed by
19 those three individuals that I've indicated I've -- I
20 took work from.

21 Am I answering the -- the question? I
22 just want to --

23 MS. LUISA RITACCA: You have, but I
24 have a follow-up as well.

25 Would there be any occasion where you

1 would give in an either open session or closed session
2 of Council, would you give unsolicited advice or raise
3 an issue unprovoked?

4 MR. LEO LONGO: Not -- not normally.

5 While you try to do value at its
6 service to a client and -- and try to anticipate what
7 their -- what their needs might be, the -- this
8 relationship with this client was one that was always
9 a request was made and service was provided.

10 That's -- that was my experience
11 throughout, before I was Town solicitor and after I
12 was Town solicitor.

13 MS. LUISA RITACCA: Thank you. Thank
14 you.

15 THE HONOURABLE FRANK MARROCCO: Re-
16 examination?

17

18 RE-EXAMINATION BY MR. JOHN MATHER:

19 MR. JOHN MATHER: Just one brief area.
20 Mr. Longo, Mr. Marron had you look at two letters, one
21 dated June 1st from Mayor Sandra Cooper and the other
22 dated June 7th, which was from PowerStream, setting
23 out Mr. Bonwick's retainer.

24 MR. LEO LONGO: I think it was a June
25 2nd letter from the Mayor, and it was a June 1st

1 PowerStream letter.

2 MR. JOHN MATHER: Yes, I appreciate
3 the correction, but you recall the two letters that
4 you were asked to --

5 MR. LEO LONGO: Yes.

6 MR. JOHN MATHER: -- compare.

7 And I believe you told Mr. Bonwick that
8 one of the letters, and I forget which one, today was
9 the first time you'd see that letter.

10 MR. LEO LONGO: Yes.

11 MR. JOHN MATHER: Is that true of both
12 of the letters?

13 MR. LEO LONGO: Actually, for both of
14 them, yes.

15 MR. JOHN MATHER: That's my only
16 question.

17 THE HONOURABLE FRANK MARROCCO: Thank
18 you very much, Mr. Longo.

19 MR. LEO LONGO: Thank you, sir.

20 THE HONOURABLE FRANK MARROCCO: We'll
21 take a short break and then carry on with the next
22 witness.

23 MS. LUISA RITACCA: I won't be here
24 when you come back, so thank you, if that's all right.

25 THE HONOURABLE FRANK MARROCCO: That's

1 right. You're free to leave and so is Mr. Longo.

2 MS. LUISA RITACCA: Great. Thank you.

3

4 --- Upon recessing at 3:47 p.m.

5 --- Upon resuming at 3:57 p.m.

6

7 DENNIS NOLAN, Sworn

8

9 EXAMINATION-IN-CHIEF BY MR. JOHN MATHER:

10 MR. JOHN MATHER: Good afternoon, Mr.

11 Nolan.

12 MR. DENNIS NOLAN: Good afternoon.

13 MR. JOHN MATHER: You are currently

14 the general counsel and corporate secretar --

15 secretary at Alectra. Is that correct?

16 MR. DENNIS NOLAN: That's correct.

17 MR. JOHN MATHER: And it's my

18 understanding that PowerStream effectively became

19 Alectra in 2017?

20 MR. DENNIS NOLAN: As the result of a

21 merger; that's correct.

22 MR. JOHN MATHER: And what position

23 did you hold at PowerStream in the 2011 to 2012 time

24 period?

25 MR. DENNIS NOLAN: I believe my title

1 was executive vice-president corporate services and
2 secretary.

3 MR. JOHN MATHER: And can you just
4 describe briefly what your responsibilities were in
5 that position during that time period?

6 MR. DENNIS NOLAN: Sure. I'd be happy
7 to. I was essentially chief legal officer, so I was
8 responsible for legal, had one (1) other lawyer at the
9 time, had been on my own for -- since the inception of
10 PowerStream until hired another lawyer in 2010.

11 I had a number of other functions
12 reporting to me.

13 MR. JOHN MATHER: And prior to the
14 Collus transaction which will be the subject of our
15 questions today, what -- can you give an overview of
16 what sort of experience you had in terms of mergers
17 and acquisitions in the utility sector?

18 MR. DENNIS NOLAN: Sure. Well, I was
19 hired in -- in 2012 at Hydro Vaughan because of -- I
20 had considerable me -- emanating experience in -- in
21 my career. I've been in-house counsel for the vast
22 majority of my -- my career, except for a brief period
23 in private practice.

24 So, I was involved in the first
25 transaction that formed PowerStream in -- that we

1 closed in 2004, the acquisition of -- of Aurora in
2 2005 or '06, and then with the merger with Barrie in -
3 - in 2009/'10, and then with the -- obviously, with
4 the Collus transaction, and then, after that, with --
5 with the Alectra transaction.

6 MR. JOHN MATHER: And I just want to
7 clarify something. You said you started at Hydro
8 Vaughan in 2012. I --

9 MR. DENNIS NOLAN: I apologize, 2002.

10 MR. JOHN MATHER: Okay. Thank you.

11 MR. DENNIS NOLAN: Sorry.

12 MR. JOHN MATHER: When did you first
13 become aware of a potential sale or RFP for Collus
14 Power?

15 MR. DENNIS NOLAN: I think I became
16 aware of the possibility in -- in late 2010 as just a
17 possibility, and then became a little bit more real in
18 -- in 2011, early 2011.

19 MR. JOHN MATHER: Okay. I want to
20 break that down a bit. What -- what led you to
21 believe it was -- or you -- you learned that it was
22 just a possibility in 2010. What led you to have that
23 understanding?

24 MR. DENNIS NOLAN: I was -- I became
25 aware that there -- that -- that there was some

1 interest certainly expressed, at least by the CEO of
2 Collus, of exploring the possibility of a sale.

3 MR. JOHN MATHER: How did you become
4 aware that the Collus CEO had expressed that interest?

5 MR. MICHAEL WATSON: Your Honour,
6 before the witness answers, I'd like to make the point
7 that has been made by others, as well, that -- and
8 questions can be had about this topic, that Mr.
9 Nolan's role was as lawyer involved in this.

10 And so, in my submission, he should not
11 be asked about communications that he had with others
12 for whom he in fact was acting as lawyer. I have no
13 objection whatsoever to him being asked what he became
14 aware of, but not with respect to any communications
15 that he had internally at PowerStream because he was
16 acting as a lawyer.

17 THE HONOURABLE FRANK MARROCCO: Well,
18 com -- communications or communications for the
19 purpose of giving or receiving legal advice?

20 MR. MICHAEL WATSON: Well, certainly,
21 the latter. And -- and certainly, Mr. Mather can
22 explore, you know, what communications there were and
23 for what purpose and, you know, with Mr. Nolan
24 concerning the Collus transaction.

25 But needless to say --

1 THE HONOURABLE FRANK MARROCCO: Wait,
2 we'll have to do this as -- if -- if there's a
3 question that you find objectionable, you'll have to -
4 - you'll have to object. And I'm sure Mr. Mather will
5 try to avoid, as we have with the other witnesses,
6 eliciting information that's protected.

7 MR. MICHAEL WATSON: Yes, Your Honour.

8 MR. DENNIS NOLAN: So, if you could
9 repeat --

10 MR. JOHN MATHER: Certainly.

11 MR. DENNIS NOLAN: -- the question.

12

13 CONTINUED BY MR. JOHN MATHER:

14 MR. JOHN MATHER: Are you able to tell
15 me who told you about Ms. -- the CEO's interest in a
16 potential transaction?

17 MR. DENNIS NOLAN: Yes, my boss, the
18 CEO, Brian Bentz.

19 MR. JOHN MATHER: And was -- was your
20 conversation with Mr. Bentz in the context of seeking
21 legal advice?

22 MR. DENNIS NOLAN: It was to make me
23 aware of -- of the potential, as -- as simple as that.
24 There -- there was -- at -- at that time, there was
25 not much more to it. It was a very preliminary

1 expression that I understood took place and -- and not
2 -- not much beyond that.

3 I just -- I just knew that he just
4 wanted me because I would be involved in -- and -- and
5 was involved in all the M&A activity and doing the
6 legal work, so he just wanted to put it, you know --
7 you know, have it on my horizon that this was a
8 possibility.

9 MR. JOHN MATHER: It's our
10 understanding from the documents that Mr. Bentz met
11 with Mr. Houghton, I believe, on December 5th or early
12 December 2010.

13 Did he tell you that he had had a
14 meeting with Mr. Houghton?

15 MR. DENNIS NOLAN: Yes. I -- well, I
16 -- I don't know if he told me he had a meeting or a
17 conversation, one (1) or the other.

18 MR. JOHN MATHER: And again, we're not
19 looking for you to provide pri -- privileged
20 information, but --

21 MR. DENNIS NOLAN: Right.

22 MR. JOHN MATHER: -- are you able to
23 tell me what he told you about the meeting he had with
24 Mr. Houghton?

25 MR. DENNIS NOLAN: Simply that there -

1 - that there -- that he was exploring the possibility.
2 Or there was some consideration of -- of options for
3 Collus, including a sale.

4 MR. JOHN MATHER: You said that in
5 late 2010, you understood it to be just a possibility.
6 And then in early 2011, it became more of a
7 possibility?

8 MR. DENNIS NOLAN: Well, in 2011. You
9 know, I said early 2011, but -- yeah.

10 MR. JOHN MATHER: Okay. How did --
11 what -- how did you become aware that it was more of a
12 possibility that the sale was going to happen, or a
13 potential sale might happen?

14 MR. DENNIS NOLAN: Well, I can't -- I
15 -- I can't point to one (1) thing in particular, but,
16 you know, it -- it was just -- just reinforced that --
17 you know, that this -- there was a possibility of
18 that.

19 And -- and because he talked to me
20 about -- I -- I believe that they were looking at how
21 they'd go about it. So, there -- there was probably
22 another conversation.

23 MR. JOHN MATHER: Okay. And the "he"
24 in this is Mr. Bentz?

25 MR. DENNIS NOLAN: Right.

1 MR. JOHN MATHER: Can we pull up
2 paragraph 115 of the Foundation Document?

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: So, paragraph 115
7 describes an email from Paul Bonwick to -- in which he
8 introduces himself to Mr. Bentz. And if you scroll
9 down... So, Mr. -- keep scrolling down, sorry.

10 And then there -- we have notes from
11 Mr. Bentz that appear to describe that he received an
12 email from Mr. Bonwick on and around this time. Did
13 Mr. Bentz tell you that Mr. Bonwick had reached out to
14 him in early 2011?

15 MR. DENNIS NOLAN: Yes, he did.

16 MR. JOHN MATHER: What did -- what do
17 you recall Mr. Bentz said to you about Ms. -- what --
18 Mr. Bonwick reaching out to him?

19 MR. DENNIS NOLAN: Well, I guess my
20 problem, not that I don't want to answer it, is I'm
21 afraid that I very quickly get into crossing that line
22 in -- into solicitor client privilege because he -- he
23 made me aware that -- that he had been approached.

24 MR. JOHN MATHER: And I'm not seeking
25 any advice that you provided to Mr. Bentz. Do

1 remember if Ms. -- if Mr. Bentz described to you
2 conversations he had with Mr. Bonwick?

3 MR. DENNIS NOLAN: In a -- he did
4 communicate to me that -- that -- the nature of the
5 conversation.

6 MR. JOHN MATHER: And what did he
7 communicate to you about that?

8 MR. DENNIS NOLAN: That Mr. Bonwick
9 had approached, that he didn't know Mr. Bonwick, as --
10 nor did I, about a possibility of providing consulting
11 services to PowerStream.

12 MR. JOHN MATHER: And, at that point
13 in time, did you understand that Mr. Bentz was
14 considering whether or not to retain Mr. Bonwick?

15 MR. DENNIS NOLAN: Yes.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: I -- I believe you
20 said you didn't know Mr. Bonwick as -- at the time.
21 Is that accurate?

22 MR. DENNIS NOLAN: That's accurate.

23 MR. JOHN MATHER: Were you made aware
24 that Mr. Bonwick was the brother of Sandra Cooper, the
25 Mayor of Collingwood?

1 MR. DENNIS NOLAN: I became aware of
2 that, yes.

3 MR. JOHN MATHER: Do you recall when
4 you became aware of that?

5 MR. DENNIS NOLAN: Shortly after, I
6 think, it -- it was made known to me.

7 MR. JOHN MATHER: And was it your
8 understanding that Mr. Bonwick -- Mr. Bentz was
9 considering retaining Mr. Bonwick in the context of a
10 potential Collus RFP or sale?

11 MR. DENNIS NOLAN: I understood that
12 in -- in connection with a possible Collus transaction
13 and possible other transactions.

14 MR. JOHN MATHER: And what was -- what
15 was your understanding of what Mr. -- of what Mr.
16 Bonwick was proposing to do in relation to a Collus
17 transaction or other transactions?

18 MR. DENNIS NOLAN: That -- so the --
19 the end -- the focus was to be on providing us with
20 really the lay of the land in -- in the local
21 community.

22 A significant concern of ours, and we
23 had -- we had -- I -- you know, I told you a number of
24 tra -- other transactions that I've been involved
25 with. Been involved with other -- several others at a

1 preliminary stage that went nowhere.

2 So, it was important to get the lay of
3 the land and to know that thi -- whether this was
4 serious or not, that was -- that was one (1) of those,
5 and to give us feedback on what the local
6 sensitivities may be.

7 It was very -- there was a lot of --
8 there was a lot of pressure for LDC consolidation at
9 the time. But there was also a lot of pride and
10 ownership of utilities by municipalities and a lot of
11 reluctance to go down the path.

12 So, you know, we -- you often had
13 someone -- and it may be a CAO or someone on Council
14 who was trying to champion that -- and you found that
15 there was underlying resistance. So that -- that
16 was -- that was a primary concern.

17 MR. JOHN MATHER: So I take it from
18 your answer that at the time that PowerStream was
19 considering retaining Mr. Bonwick, it was your
20 understanding that Mr. Bonwick was going to do two (2)
21 things, and I just want to make sure I understand
22 this.

23 One is give you a sense of the lay of
24 the land, how serious -- I take it -- was it Collus or
25 the Town was about the sale?

1 MR. DENNIS NOLAN: Really, how it
2 would play in the Town, I would think, more
3 importantly. I mean, the -- how serious Collus was
4 about it and be conveyed by -- by Mr. Houghton as CAO.

5 MR. JOHN MATHER: So that -- so one
6 thing was determining the lay of the land with respect
7 to the Town. And the other thing was --

8 MR. DENNIS NOLAN: Right.

9 MR. JOHN MATHER: -- assistance in
10 determining whatever local political sensibilities
11 there may be about a potential sale?

12 MR. DENNIS NOLAN: Those would be
13 two (2) key deliverables or things of -- of feedback
14 that we didn't want to spend a lot of time in -- in
15 energy and resources all for naught.

16 MR. JOHN MATHER: And --

17 MR. DENNIS NOLAN: But there was
18 other -- you know, other things that -- that, you
19 know, I'm not enumerating the things that we -- all
20 the things we engaged Mr. Bonwick for.

21 But, I mean, the initial -- the initial
22 feeling of -- of what he could assist us with, those
23 would have been top of mind.

24 MR. JOHN MATHER: And I appreciate
25 that this is your -- the initial view of what --

1 MR. DENNIS NOLAN: Right.

2 MR. JOHN MATHER: -- what he may
3 provide. Other than those things, was there anything
4 else that you -- that you understood PowerStream was
5 interested in Mr. Bonwick providing?

6 MR. DENNIS NOLAN: Like, he had a
7 communication company, so in -- in terms of vetting
8 communications, again, with the lens of the
9 sensitivity of the Town, he had been a member of
10 Parliament for not only the Town of Collingwood but
11 for -- and I don't know the total -- how to define all
12 the geographic boundaries of -- of his constituency,
13 but it also included several other municipalities that
14 we were interested in in terms of possible
15 consolidation.

16 MR. JOHN MATHER: Had PowerStream
17 hired -- in its previous mergers and acquisitions had
18 it hired someone in a similar position to what would
19 be contemplated for Mr. Bonwick?

20 MR. DENNIS NOLAN: We had hired
21 consultants as others had, such as Bridgepoint and --
22 and others. Hydro One did that. Certainly, Veridian
23 had in the past hired consultants, I think. You know,
24 I can't enumerate everyone. But it wasn't the first
25 time that we hired consultants.

1 MR. JOHN MATHER: Again not seeking
2 advice that was provided, but did you have any
3 concerns about retaining Paul Bonwick at the time it
4 was being discussed?

5 MR. DENNIS NOLAN: Yes.

6 MR. JOHN MATHER: What were those
7 concerns?

8 MR. DENNIS NOLAN: I was concerned
9 about the relationship with -- with the mayor, being
10 the sister of the mayor --

11 MR. JOHN MATHER: And what --

12 MR. DENNIS NOLAN: -- or the brother
13 of the mayor, I mean. Sorry.

14 MR. JOHN MATHER: Understood. And
15 what was the nature of that concern?

16 MR. DENNIS NOLAN: Well, the concern
17 was because -- and I wasn't an expert in municipal
18 law, so the initial concern was, is there a conflict?
19 And number 2, is there an appearance of conflict?

20 And I was concerned about disclosure of
21 that and came to know fairly quickly through enquiry
22 that it wasn't a legal conflict -- you know, the
23 Municipal Conflict of Interest Act. But this was a
24 concern that was shared and that took some time to
25 address.

1 MR. JOHN MATHER: How did you satisfy
2 yourself that it wasn't a legal conflict under the
3 Municipal Conflict of Interest Act?

4 MR. DENNIS NOLAN: There was --
5 sorry -- initial feedback from Mr. Bonwick initially
6 to that. There were conversations with our mayors who
7 all happened to be experts on the Municipal Conflict
8 of Interest Act. But I also spoke to our outside
9 counsel at Gowlings to have that confirmed.

10 MR. JOHN MATHER: Other than
11 considering the conflict of interest -- provisions of
12 the Municipal Conflict of Interest Act, was there any
13 other consideration given to whether there might be a
14 conflict of interest under any other statutes or
15 standards of the common law or anything like that?

16 MR. DENNIS NOLAN: It was -- the way I
17 understood it that there -- there were -- that there
18 were none. That was my understanding at the time, and
19 it still remains to be -- be the same. I understand
20 some municipalities may have their own, sort of,
21 guidelines, and I wasn't aware of any that applied in
22 this case.

23 MR. JOHN MATHER: Do you know if any
24 enquiries were made into whether or not Collingwood
25 had a code of conduct or a code of ethics?

1 MR. DENNIS NOLAN: No, I don't know.

2 MR. JOHN MATHER: So you mentioned
3 there was a concern about whether or not there was a
4 legal conflict --

5 MR. DENNIS NOLAN: Right.

6 MR. JOHN MATHER: -- under the
7 Municipal Conflict of Interest Act. But you also
8 mention that you were -- one of your concerns was a
9 perceived conflict.

10 MR. DENNIS NOLAN: That's right. And
11 that's why we insisted on the disclosure that we
12 insisted on.

13 MR. JOHN MATHER: And what was the
14 disclosure that was insisted on?

15 MR. DENNIS NOLAN: So contractually,
16 we -- we insisted on disclosure to the mayor and to
17 the clerk.

18 But there was -- you know, as it
19 evolved, it was also, you know, deemed appropriate and
20 -- and you know -- and I think it was in -- to credit
21 to Mr. Bonwick also -- his idea that there be clear
22 disclosure to the deputy mayor, as well as the mayor
23 and the clerk. And -- and I don't know if there was
24 anyone else involved, but it was clear that -- and
25 that gave us some greater comfort that there was

1 adequate disclosure.

2 MR. JOHN MATHER: And we'll get to
3 those specific --

4 MR. DENNIS NOLAN: Sure.

5 MR. JOHN MATHER: -- examples. But at
6 the outset, why does disclosure to the -- why did
7 disclosure to the mayor and the clerk and later the
8 CAO and the deputy mayor -- why did that give you
9 comfort about a perceived conflict of interest or a
10 potentially perceived conflict of interest?

11 MR. DENNIS NOLAN: Transparency.
12 We -- we weren't hiding his engagement and so that
13 there couldn't be inferences that this was -- you
14 know, he was doing work inappropriately, secretly for
15 PowerStream. And we wanted it in the open.

16 MR. JOHN MATHER: By "in the open,"
17 what do you mean you wanted it in the open?

18 MR. DENNIS NOLAN: We wanted it
19 adequately disclosed to -- to Council -- so to the
20 mayor, deputy mayor -- I don't know to say other than
21 that -- and the clerk. We thought that was
22 appropriate.

23 MR. JOHN MATHER: Was any
24 consideration given, that you know of, to a broader
25 disclosure to the public or anything along those

1 lines?

2 MR. DENNIS NOLAN: No.

3 MR. JOHN MATHER: Why not?

4 MR. DENNIS NOLAN: It seemed like
5 the -- since there wasn't a legal impediment and that
6 we had above and beyond that and it wasn't even
7 just -- and it -- and it was beyond what was the
8 contractual obligation that we inserted to, you know,
9 other -- to the -- also to the deputy mayor, it's --
10 it seemed adequate at the time.

11 MR. JOHN MATHER: If we could pull up
12 paragraph 16 of summary document 12.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: So this paragraph
17 references a presentation to the Collus Power -- of
18 Collus Power -- sorry -- a presentation about Collus
19 Power to the audit and finance committee that
20 Mr. Bentz made on March 8th, 2011.

21 And the meeting materials provided
22 details regarding Collus Power rated-based multiples
23 and their relationship to purchase price.

24 They also -- the presentation included
25 a graph which compared PowerStream and Collus electric

1 bills for the typical residential customer. And if we
2 could scroll down...

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: And if you see here
7 the presentation advising the committee of senior
8 employees of Collus Power had led to a suggestion that
9 PowerStream explore the potential of hiring
10 Paul Bonwick as a consultant.

11 Stepping back for a moment, it appears
12 from the minutes of this meeting that you were in
13 attendance on March 8th, 2011. Do you recall being at
14 that meeting?

15 MR. DENNIS NOLAN: I was likely there.
16 I was not at every audit and -- and finance committee
17 meeting at -- at PowerStream, but I was at most of
18 them. So it was -- I was likely there.

19 MR. JOHN MATHER: Do you have a
20 independent recollection of attending a meeting in or
21 around March 2011 where the possibility of retaining
22 Mr. Bonwick was discussed with the audit and finance
23 committee?

24 MR. DENNIS NOLAN: I think I was
25 there. I can't say for sure. I can't -- my memory

1 isn't that -- that good to that specific date, but
2 it's -- in all likelihood, I was there.

3 MR. JOHN MATHER: Do you know when
4 this paragraph references senior employees of Collus
5 Power, it led to a suggestion that PowerStream explore
6 the potential of hiring Paul Bonwick as a consultant
7 who the senior employees at Collus Power were?

8 MR. DENNIS NOLAN: I think it's
9 presented maybe a little bit awkwardly, but I -- I
10 want to have -- I -- I would only assume that the
11 reference was to Mr. Houghton.

12 MR. JOHN MATHER: And what would be
13 the basis of that assumption?

14 MR. DENNIS NOLAN: I don't know what
15 other senior employees of Collus Power it would be
16 referring to.

17 MR. JOHN MATHER: In your
18 conversations with Mr. Bentz or anyone at PowerStream,
19 when Mr. Bonwick approached PowerStream, did you gain
20 an understanding of how Mr. Bonwick found his way into
21 introducing himself to Mr. Bentz in January of 2011?

22 MR. DENNIS NOLAN: What I understood
23 is when he introduced himself, Brian -- Mr. Bentz, it
24 was, you know, with -- with -- without any prior
25 introduction by anyone. And -- and then he -- you

1 know, I don't want to speak for him, but I -- I think
2 what -- what he did was probably speak to Mr. Houghton
3 to say, you know, Who is this person?

4 MR. JOHN MATHER: At that -- this
5 period of time -- actually, stepping back, you said
6 you think Mr. Bentz did that. Do you know -- do you
7 remember Mr. Bentz telling you that he spoke to Mr.
8 Houghton about Mr. Bonwick?

9 MR. DENNIS NOLAN: I don't remember
10 the specific conversation, but I -- I think that -- I
11 -- I think that probably was the case.

12 MR. JOHN MATHER: Do know when that
13 conversation occurred?

14 MR. DENNIS NOLAN: I think shortly
15 after he was approached by Mr. Bonwick.

16 MR. JOHN MATHER: Do you --

17 MR. DENNIS NOLAN: I can't tell you
18 the day.

19 MR. JOHN MATHER: Fair enough. Do you
20 remember what Mr. Bentz said to you about his
21 conversation with Mr. Houghton?

22 MR. DENNIS NOLAN: Just -- he
23 confirmed that -- that he knew him, and that -- that
24 he was the brother of the mayor, and that he had a
25 consulting communications company, and -- and perhaps

1 it could provide services to PowerStream.

2 I don't think there was any insinuation
3 that -- that any -- any pressure whatsoever to hire
4 him. That -- that wasn't my sense of it.

5 MR. JOHN MATHER: At -- at this point
6 in time, January to March 2011, what was your
7 understanding of the relationship between Mr. Bonwick
8 and Mr. Houghton?

9 MR. DENNIS NOLAN: I came to know that
10 they were -- I didn't really know about the
11 relationship at all, I think, in that time. I have to
12 be careful of what I -- I know now from the documents.
13 I might have understood that -- that I -- that they
14 were acquaintances. I didn't know the extent of -- of
15 their relationship.

16 MR. JOHN MATHER: So going back to the
17 audit and finance committee, who sits on PowerStream -
18 - who sat on PowerStream's audits and fine -- audit
19 and finance committee at this point in time?

20 MR. DENNIS NOLAN: So the three (3)
21 mayors, I believe Dan Horchik, Counc -- Regional
22 Councillor Gino Rosati, I think. That's about what I
23 can recall. Yeah.

24 MR. JOHN MATHER: Who were the three
25 (3) mayors?

1 MR. DENNIS NOLAN: Mayor Scarpitti,
2 Bevilacqua, and Lehman.

3 MR. JOHN MATHER: And those would be
4 the mayors of the three (3) municipalities?

5 MR. DENNIS NOLAN: Of -- of -- Mayor
6 Scarpitti of -- of then the Town of Markham, Mayor
7 Bevilacqua of the City of Vaughan, and Mayor Jeff
8 Lehman of the City of Barrie.

9 MR. JOHN MATHER: If we could scroll
10 down a bit.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: So this is an
15 excerpt of a -- the presentation that was provided to
16 the audit and finance committee on March 8th, 2011.

17 Do you recall the presentation about
18 Mr. Bonwick?

19

20 (BRIEF PAUSE)

21

22 MR. DENNIS NOLAN: Go down a little
23 bit further, please.

24

25 (BRIEF PAUSE)

1 MR. DENNIS NOLAN: I don't remember
2 the exact presentation, but it looks familiar in terms
3 of what it covered.

4 MR. JOHN MATHER: Do you recall if at
5 this meeting, any memb -- what the members of the
6 audits and finance committee wanted to know from
7 management about the potential of retaining Mr.
8 Bonwick, if they had any questions?

9 MR. DENNIS NOLAN: I think they wanted
10 to understand what -- what he would do. They -- I --
11 I think that the mayors understood, as I said, the
12 Municipal Conflict of Interest Act. I think they
13 wanted that confirmed, which was done. They were very
14 concerned about disclosure.

15 MR. JOHN MATHER: Can you tell me
16 anything more about their concerns about disclosure?

17 MR. DENNIS NOLAN: No. I mean, and
18 it's not just taken from this meeting. I'm speaking
19 about the timeframe.

20 MR. JOHN MATHER: So just generally?

21 MR. DENNIS NOLAN: So it's my -- where
22 my recollection is formed, not from -- from this. I
23 want to be clear. So that -- I think they were -- saw
24 that if -- if there wasn't a legal impediment, and if
25 there was proper disclosure, and he could assist us

1 with our efforts, and executing our growth strategy,
2 including with -- with Collingwood, then -- then they
3 were -- they were in favour of retaining him, subject
4 to those conditions.

5 MR. JOHN MATHER: What you mean by
6 "executing our growth strategy"?

7 MR. DENNIS NOLAN: So we had a growth
8 strategy. I mean, PowerStream was -- was formed by
9 the -- the largest voluntary merger in -- in Ontario,
10 bringing together Markham and Vaughan, who co-owned
11 Richmond Hill, and then we did another merger with --
12 with Barrie. We were the second largest municipally-
13 owned utility in -- in Canada at the time,
14 municipally-owned.

15 And so that was part of our DNA. It
16 was growth. And -- and there -- so we were expected
17 to pursue growth, and -- and we did it, and I think we
18 did it very well.

19 MR. JOHN MATHER: So if we could
20 continue to paragraph 23 of the summary document.

21 Actually, sorry. Can we go up to
22 paragraph 20? Up a bit further, and paragraph 19.

23 So -- so this is just explaining again
24 the March 8th, 2011 meeting. And does this paragraph
25 of the summary give you any more recollections about

1 what happened at the meeting?

2 MR. DENNIS NOLAN: Give me a moment,
3 please.

4

5 (BRIEF PAUSE)

6

7 MR. DENNIS NOLAN: It seems -- it's --
8 it's accurate. Yes, I think it -- yeah, it reflects
9 what was happening.

10 MR. JOHN MATHER: Then if we could go
11 to paragraph 23.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: So this paragraph
16 contemplates that the three (3) mayor representatives
17 of the audit finance committee, who you've told us who
18 they are, met with Mr. Bonwick on April 13th, 2011.

19 Were you in attendance at that meeting?

20 MR. DENNIS NOLAN: I was not, but I
21 was -- became aware of it, that it had happened, that
22 they wanted to, you know, more or less interview him,
23 meet -- meet with him to gain some, you know, comfort
24 with proceeding with a possible retainer.

25 MR. JOHN MATHER: Did anyone report to

1 you about what happened at that meeting?

2 MR. DENNIS NOLAN: No, no one would be
3 reporting to me about what happened at that meeting.
4 That's what I became aware of, that the meeting had
5 happened, and they were satisfied.

6 MR. JOHN MATHER: And who told you
7 that the meeting had happened and that they were
8 satisfied?

9 MR. DENNIS NOLAN: I probably was --
10 it -- I -- I believe the meeting took place in Mr.
11 Bentz's offices, which were fairly close to mine, so I
12 think I knew it was taking place.

13 MR. JOHN MATHER: So we -- do you
14 remember Mr. Bentz describing this meeting to you?

15 MR. DENNIS NOLAN: I don't rem -- I --
16 I just -- maybe just feedback in terms that they were
17 satisfied, and I'm obviously paraphrasing. That's not
18 a quote or anything, but I -- I got some, you know,
19 positive feedback that they -- that they were -- they
20 -- that the meeting went well.

21 MR. JOHN MATHER: Do you have any
22 recollection or any sense at all of what happened at
23 the meeting to satisfy their concerns?

24 MR. DENNIS NOLAN: No, I don't.

25 MR. JOHN MATHER: Okay. So if we

1 could open up ALE3463.

2

3

(BRIEF PAUSE)

4

5 MR. JOHN MATHER: And if we could --
6 and if we -- so this is a presentation from a Board
7 Strategic Retreat on March the 10th, 2011.

8 Do you recall attending a Board
9 strategic retreat in and around this time period?

10 MR. DENNIS NOLAN: Yes.

11 MR. JOHN MATHER: If we could then go
12 to paragraph 21 of the Foundation Document, paragraph
13 21 of Summary Document 2-1. Yes, 21.

14

15

(BRIEF PAUSE)

16

17 MR. JOHN MATHER: So this is
18 describing that strategic retreat that I showed you
19 the slide deck of.

20 MR. DENNIS NOLAN: Right. Sorry, what
21 meeting is this taken from?

22 MR. JOHN MATHER: So this is --

23 MR. DENNIS NOLAN: Is this from the
24 Audit and Finance Committee meeting?

25 MR. JOHN MATHER: No. This is from --

1 apologies, I -- I could be clearer. I showed you a
2 presentation from a Board Strategic Retreat that
3 occurred on March 10th and 11th.

4 Is that the same meeting as the Audits
5 and Finance Committee --

6 MR. DENNIS NOLAN: No.

7 MR. JOHN MATHER: -- meeting?

8 MR. DENNIS NOLAN: No.

9 MR. JOHN MATHER: What was the Board
10 Strategic Retreat?

11 MR. DENNIS NOLAN: So, we had a
12 practice of having a retreat once or twice a year to
13 review the overall strategy for the Corporation and a
14 focal point of -- of that would be reviewing the
15 growth strategy, et cetera.

16 MR. JOHN MATHER: Do you recall Collus
17 being discussed as part of that growth strategy?

18 MR. DENNIS NOLAN: I'm sure it was.

19 MR. JOHN MATHER: So what this
20 paragraph has is excerpts from that presentation I
21 showed you.

22 MR. DENNIS NOLAN: Okay.

23 MR. JOHN MATHER: And I'm just
24 focusing in on the elements that deal with Collus.
25 The first bullet point says:

1 "We understand that the Town of
2 Collingwood may be experiencing
3 financial problems related to its
4 2011 budget and as a result may be
5 looking to divest of some assets."

6 Was that your understanding at the
7 time?

8 MR. DENNIS NOLAN: It was my
9 understanding at the time that there was a possibility
10 of them looking to consider selling their interest in
11 Collus. The motivation, I -- I wasn't aware of.

12 MR. JOHN MATHER: And is -- and --

13 MR. DENNIS NOLAN: But a lot of munic
14 -- sorry. I -- I didn't mean to interrupt, but a lot
15 of municipalities were con -- were looking at the
16 viability of their ownership of their utilities, one,
17 because of the consolidation that was happening,
18 PowerStream being a prime example, and because of the
19 increasing complexities of -- of running these LDCs,
20 and -- and also because of the feeling that the
21 Province was encouraging consolidations.

22 MR. JOHN MATHER: Do you know specif -
23 - did you have any understanding specifically at this
24 time whether or not Collingwood may be experiencing
25 financial problems related --

1 MR. DENNIS NOLAN: No, I had no
2 knowledge of that.

3 MR. JOHN MATHER: Do you know the
4 source of that bullet point in the presentation?

5 MR. DENNIS NOLAN: No, I do not.

6 MR. JOHN MATHER: If we scroll down,
7 the next bullet point says:

8 "Furthermore, we understand that
9 Collus' Audit and Finance Committee
10 has engaged a consultant to value
11 the Utility in the case of a
12 potential sale."

13 Do you know the source of that bullet
14 point?

15 MR. DENNIS NOLAN: No, I don't.

16 MR. JOHN MATHER: Were you aware in
17 around March 2011 that Collus had engaged a value -- a
18 consultant to do a valuation?

19 MR. DENNIS NOLAN: I don't know if I
20 was aware at that time, but if you're considering
21 selling your utility, it's the prudent thing to. It
22 was no surprise to me. It wouldn't -- it wouldn't
23 have stood out.

24 MR. JOHN MATHER: Would it have
25 surprised you if Collus had done that, that

1 PowerStream would know about it?

2 MR. DENNIS NOLAN: It -- not -- not
3 really. If they were wanting us to -- to find out if
4 -- if we were interested and for them to show that
5 they were serious, again they might tell us that
6 they're taking those steps. I don't see anything
7 wrong with -- with -- that wouldn't surprise me at the
8 time.

9 MR. JOHN MATHER: You -- were you
10 aware of anyone at Collus telling anyone at
11 PowerStream that the value -- a valuation was under
12 way in and around March 2011?

13 MR. DENNIS NOLAN: No, I wouldn't
14 have had any knowledge of that.

15 MR. JOHN MATHER: So can we pull up
16 ALE192?

17

18 (BRIEF PAUSE)

19

20 MR. DENNIS NOLAN: Not directly
21 anyway.

22 MR. JOHN MATHER: When you say not
23 directly, what do you mean?

24 MR. DENNIS NOLAN: Well, I don't know
25 during this time if -- if -- if that -- if -- like I

1 said, I wouldn't be surprised if that was
2 communicated. If they were interested in seeing if we
3 were interested in buying, and I'm just -- I'm just
4 cautious about the -- no one would have communicate
5 that directly to me, but I've -- in reviewing all
6 these documents, you -- you tend to get copied on
7 things that, whether you pay attention to them or not.

8 MR. JOHN MATHER: Fair enough, and I -
9 - and my question was whether you had an independent
10 recollection, and I take it from --

11 MR. DENNIS NOLAN: No. That --

12 MR. JOHN MATHER: -- your answer you
13 do not.

14 MR. DENNIS NOLAN: That's what I --
15 and -- and that's what my answer is, but --

16 MR. JOHN MATHER: So, we've pulled up
17 a document, ALE192. Our understanding is, this is the
18 final engagement letter that was executed on June 7th,
19 2011, between PowerStream and Compenso Communications,
20 which was Mr. Bonwick's company.

21 Is that your understanding?

22 MR. DENNIS NOLAN: Yes. If you could
23 scroll down.

24 MR. JOHN MATHER: Certainly.

25 MR. DENNIS NOLAN: That's the date it

1 was executed, or dated at -- at least.

2 MR. JOHN MATHER: Were you involved in
3 the drafting of Mr. Bon --

4 MR. DENNIS NOLAN: Yes.

5 MR. JOHN MATHER: -- of Compenso
6 retainer? What was your role?

7 MR. DENNIS NOLAN: My role was in --
8 in -- in drafting the -- pardon me -- the retainer.

9 MR. JOHN MATHER: Sorry, did you --
10 did you have the pen, for lack of a better word?

11 MR. DENNIS NOLAN: Yes, for the most
12 part. I mean, there would have been some -- some
13 input from others, what is he going to do for us and
14 conversations about that, but yes, I would have
15 essentially had the pen.

16 MR. JOHN MATHER: And ultimately from
17 the PowerStream side, were you the one who had final
18 sign-off on what was in or was not in the retainer
19 letter?

20 MR. DENNIS NOLAN: Final sign-off? I
21 mean -- I mean, final sign-off would have -- would
22 have been with -- with Mr. Bentz, but, you know, he --
23 he would have wanted to know that I was satisfied with
24 -- with the way that, you know, that we were -- that I
25 was drafting the agreement.

1 MR. JOHN MATHER: If we could scroll
2 up a bit. So -- and then I just want to focus on
3 scope of work. Scroll down.

4 So this sets out the proposed scope of
5 work for Mr. Bonwick:

6 "Identify potential opportunities
7 for purchase, merger, or other
8 business combinations with LDCs,
9 prepare detailed briefings
10 identifying key decision-makers
11 related to a particular
12 opportunity."

13 Scroll down.

14 MR. DENNIS NOLAN: Sorry, I -- I can
15 just see the first two (2) bullet points.

16 MR. JOHN MATHER: Yeah. I asked to
17 scroll down so you can --

18 MR. DENNIS NOLAN: Okay, thank you.

19 MR. JOHN MATHER: -- see the remaining
20 bullet points.

21 "Assist in the preparation of any
22 proposals that PowerStream intends
23 to submit, provide strategic advice
24 relating to communications, assist
25 with any other duties required as it

1 relates to PowerStream's M&A
2 activity."

3 MR. DENNIS NOLAN: Right.

4 MR. JOHN MATHER: This scope of work
5 is worded broadly to capture what sounds like, you
6 know, potential opp -- you know, a variety of
7 potential opportunities that PowerStream may or may
8 not be considering.

9 My question is specifically with
10 respect to Collus. At the time that this was entered,
11 was this your understanding of what the work Mr.
12 Bonwick would be doing with respect to a -- a Collus
13 sale or RFP?

14 MR. DENNIS NOLAN: Yes, generally.

15 MR. JOHN MATHER: When you say --

16 MR. DENNIS NOLAN: As -- as you said,
17 I mean -- if you could scroll up. I mean, there are -
18 - it's -- it's not just specific to Collus, because it
19 -- you know, the first bullet point is, you know,
20 emphasizes:

21 "Identify potential opportunities
22 for the purchase, merger, or other
23 business combinations within -- with
24 LDCs, primarily within PowerStream's
25 geographic footprint or outside of

1 the -- poor drafting -- of the
2 geographic footprint"

3 I should have said,

4 "as specifically authorized by
5 PowerStream."

6 So we had a -- as part of our strategic
7 plan, a geographic footprint where, you know, was --
8 was sort of the focal point, and -- and then we had
9 the concept, well, we'll look at opportunities
10 outside, if they present themselves. For example,
11 London, Ontario, would be outside the geographic
12 footprint, but we had several conversations with --
13 with the folks in London over a period of time.

14 MR. JOHN MATHER: And was Collingwood
15 in the geographic footprint:

16 MR. DENNIS NOLAN: I'm trying to
17 remember whether it was. It was certainly -- I -- I -
18 - I think so because of its proximity to -- to Barrie.
19 I'm not positive but we -- we certainly felt that it
20 was -- you know, it -- it wasn't the -- let's say on
21 the A list of -- of possibilities, but we -- we came
22 to sort of formulate a regional strategy of
23 consolidation in that area, and it did have reasonable
24 proximity to Barrie.

25 MR. JOHN MATHER: What do you mean

1 when you say it wasn't on the A list?

2 MR. DENNIS NOLAN: Well, I mean there
3 -- there -- we were -- you know, if -- if there was
4 opportunities for other contiguous urban utilities to
5 PowerStream and Barrie's footprint, that would be
6 number 1.

7 Number 2 is other areas where -- where
8 we -- where we did have a presence, but we did have a
9 --I apologize, I -- we did have a presence, not just
10 in Barrie, but in other communities that came with the
11 Barrie merger that -- that were in closer proximity to
12 Collingwood.

13 MR. JOHN MATHER: Before Mr. Houghton
14 reached out to Mr. Benson, which we understand was
15 December 2010, to your recollection was PowerStream
16 considering a potential merger, acquisition, or other
17 opportunity in Collingwood?

18 MR. DENNIS NOLAN: I don't recall it
19 coming up.

20 MR. JOHN MATHER: And sorry, going
21 back to my question about the scope of work, I
22 appreciate that the scope of work is not limited just
23 to Collus or Collingwood, but my question was at this
24 point in time, when you were considering what Mr.
25 Bonwick would be doing with respect to a potential RFP

1 for Collus, was this the scope of work you'd
2 envisioned you'd be doing with respect to Collus?

3 MR. DENNIS NOLAN: Yes. Yes.

4 MR. JOHN MATHER: So if we can scroll
5 down. It says assist in the presentation of any
6 proposals that PowerStream intends to submit.

7 What was meant by "proposals"?

8 MR. DENNIS NOLAN: Presentations,
9 proposals, they could be -- you know, there -- there
10 was -- most utilities were sold sole source, sometimes
11 you had a -- an invitation to come in, sometimes you
12 sort of knocked on the door and ask if -- if you could
13 speak to them. So it could be, you know, a PowerPoint
14 presentation to -- to Council. It could be in support
15 of a meeting with executives at another LDC. It could
16 be in -- in response to, you know, a request.

17 An RFP for an LDC, this is the first
18 time that I'd actually seen it done this way. They
19 weren't very common. I think you've heard that from
20 others as well.

21 MR. JOHN MATHER: I just want to break
22 down part of that.

23 At this point in time do you recall if
24 you knew that an RFP might be what would happen with
25 Collus?

1 MR. DENNIS NOLAN: I'm sorry, what's
2 the question?

3 MR. JOHN MATHER: Let me put it this
4 way. At this point in time, June 7th, 2011, were you
5 aware that Collus may be sold or part of it via RFP?

6 I appreciate it hadn't been finalized
7 yet, but did you know that was an option being
8 considered?

9 MR. DENNIS NOLAN: Yes.

10 MR. JOHN MATHER: Okay. With respect
11 to assisting the preparation of any proposals that
12 PowerStream intends to submit, would that have
13 included any RFP submissions for Collus?

14 MR. DENNIS NOLAN: Yes.

15 MR. JOHN MATHER: But I am interested
16 in what you said, that RFPs were unusual with respect
17 to utilities. Can you expand on what you meant by
18 that?

19 MR. DENNIS NOLAN: Yeah, I don't --
20 like, any of the transactions I was involved with and
21 -- and I didn't know of any others that -- that were
22 by RFP, I think utilities, but I mean Barrie is a good
23 example. It might be viewed as a sole source. We
24 know that the management, after the fact, actually did
25 a strategic planning process and considered their

1 alternatives.

2 But when it came down to it, they
3 approached, identified as PowerStream as the best
4 potential partner and then discussions ensued and it
5 led to that merger.

6 It wasn't a formal RFP process, but
7 they did their due diligence and went through options.

8 MR. JOHN MATHER: Did the fact that an
9 RFP might be a way that Collus decides to proceed, how
10 that that factor into your considerations or
11 PowerStream's considerations about whether or not to
12 retain Mr. Bonwick?

13 MR. DENNIS NOLAN: Well, I think --I
14 don't know if it -- to me it -- it probably would have
15 helped reinforce that you're -- you're going to be in
16 an competitive process for this and to have that --
17 that feedback about community sensitivities and things
18 that we might constructively include in our proposal.

19 And again, getting the feedback of
20 whether -- and you know, just -- whether there was a
21 faction on is -- on Council. In mergers that I've
22 been involved with, there -- there were a couple of
23 times where there were factions on Councils that were
24 strongly opposed.

25 So knowing, you know, that and -- and

1 knowing that those views exist would be helpful.

2 MR. JOHN MATHER: So, moving beyond
3 the scope of work, the next section is called
4 "methodology and deliverables", and then it says:

5 "While executing this retainer, CCI
6 and Bonwick will undertake the
7 following"

8 And it sets out things that it's
9 contemplated that Compenso and Mr. Bonwick would do.
10 Under the heading Build the Case and Enhanced Profile,
11 it says"

12 "Ensure key decision makers have
13 clear access to relevant information
14 to move forward in a positive
15 manner."

16 What was your understanding of what
17 that meant?

18 MR. DENNIS NOLAN: Hard for me to say
19 right now, thinking back. But I don't know, it -- it
20 could mean that they have access to information about
21 what PowerStream was all about, for example. Culture
22 of PowerStream could be our sort of environmental
23 activities, it could be community engagement, support,
24 that sort of thing.

25 MR. JOHN MATHER: Did you contemplate

1 who the key decision-makers would be?

2 MR. DENNIS NOLAN: I did not.

3 MR. JOHN MATHER: With respect to
4 Collingwood and Collus, did you consider whether or
5 not a key decision-maker would be the Mayor?

6 MR. DENNIS NOLAN: I mean, the key
7 decision-makers are obviously the Mayor and members of
8 -- of Council, they're the ones that have to approve
9 this, so, yes.

10 MR. JOHN MATHER: Then if we go to the
11 next heading under this section it says "develops
12 personalized contact program" and it says in the
13 second bullet:

14 "Seek out internal government
15 champions to help position and
16 advocate for the initiative."

17 What did you understand an internal
18 government champion to be?

19 MR. DENNIS NOLAN: It could be a
20 member of Council that -- that was in favour of
21 consolidation. I mean, looking at it now I -- at the
22 time I don't think I really gave it much -- much
23 thought.

24 These -- these were not words that I
25 came up with, but they were incorporated into the

1 contract, but I think that's an obvious one.

2 MR. JOHN MATHER: Do you know who came
3 up with these words?

4 MR. DENNIS NOLAN: No, I don't know if
5 this was -- if this was some suggested wording by Mr.
6 Bonwick or if this was exactly where this input came
7 from.

8 MR. JOHN MATHER: Did you contemplate
9 at the time that based on the sentence Mr. Bonwick
10 would be seeking to find individuals on the
11 Collingwood Council who would be -- advocate for
12 consolidation or a merge or an acquisition?

13 MR. DENNIS NOLAN: To -- to -- sure.
14 To -- to have that -- those conversations and -- and
15 to, you know, to educate as to the -- the -- the
16 opportunities for that consolidation, you know, was --
17 was happening and -- and you know, what the
18 appropriate responses be for that and championing
19 that, yes.

20 MR. JOHN MATHER: Was one of the
21 potential champions that -- to use those words, but
22 was one of those individuals you were contemplating
23 the Mayor?

24 MR. DENNIS NOLAN: Not -- not
25 specifically, but obviously a -- you know, would fall

1 into that category, I guess.

2 MR. JOHN MATHER: Was there any
3 conversation at this time when the retainers being
4 drafted and finalized in considering what Mr. Bonwick
5 will be doing about delineating contacts or -- or
6 contacts he may make with members of Council and then
7 contacts he may make with the Mayor, identifying a
8 difference about how he should approach certain
9 individuals as opposed to his sister?

10 MR. DENNIS NOLAN: I certainly wasn't
11 privy to any such discussion.

12 MR. JOHN MATHER: So as far as you
13 were aware, that wasn't -- there was no consideration
14 --

15 MR. DENNIS NOLAN: I don't know if --
16 if that discussion was had with -- with others. I
17 wasn't the primary contact with Mr. Bonwick.

18 MR. JOHN MATHER: So if we scroll
19 down, the next heading, issue monitoring, and it says:
20 "CCI is in constant contact with the
21 Municipal government leaders, and as
22 such is able to monitor and report
23 and changes or opportunities that
24 may arise."

25 At the time the -- and engagement was

1 signed in June 2011, did you know which government
2 leaders Mr. Bonwick was in constant contact with?

3 MR. DENNIS NOLAN: No, I think it was
4 a -- a general statement as -- as to his, I guess
5 connections in -- in the community, not just
6 Collingwood.

7 MR. JOHN MATHER: Were there any
8 concerns at the time that Mr. Bonwick might be in
9 contact with his sister and the information he may get
10 from her could be confidential in nature?

11 MR. DENNIS NOLAN: No.

12 MR. JOHN MATHER: Do you remember any
13 conversations or were there any conversations about
14 potential concerns that Mr. Bonwick might have undue
15 influence over his sister, the mayor, if he -- in his
16 capacity as a PowerStream consultant?

17 MR. DENNIS NOLAN: No.

18 MR. JOHN MATHER: So, is it fair to
19 say that was just an area that wasn't considered by --
20 to your knowledge, by PowerStream?

21 MR. DENNIS NOLAN: Well, I -- I mean,
22 the assumption she -- she was the mayor then -- and --
23 and he wasn't. So, you know, she was elected as mayor
24 and -- and we gave her the due respect that she was --
25 deserved for having that position, so, no, I don't --

1 I don't think that was the focus.

2 MR. JOHN MATHER: You talked about
3 optics in terms of conflict of interest or perceived
4 conflict of interest. Other than -- other than that,
5 were there any other optic concerns you had with
6 respect to retaining Compenso and Mr. Bonwick?

7 MR. DENNIS NOLAN: Well, you know, I -
8 - I remained concerned about the -- the appearance of
9 conflict.

10 MR. JOHN MATHER: And you said that
11 was addressed by disclosure. And --

12 MR. DENNIS NOLAN: That's the way --
13 that's the way I -- I tried to address it. And that
14 was something that was certainly reinforced by -- by
15 our board of directors, in particular, the mayor and
16 my CEO.

17 MR. JOHN MATHER: Was it addressed in
18 any other way?

19 MR. DENNIS NOLAN: I'm not sure.

20 MR. JOHN MATHER: Well, other than the
21 disclosure requirements of the retainer, which we'll
22 get to, was there anything else done to, in your view,
23 address the po -- the pers -- potential perceived
24 conflict of interest?

25 MR. DENNIS NOLAN: No, other than what

1 I already said in terms of the further disclosure
2 beyond what was required in the contract.

3 MR. JOHN MATHER: And if we could
4 scroll down. So, the last heading under,
5 "Deliverables and methodology," is, "Tactical
6 recommendations," that says:

7 "Throughout the process, we will
8 provide PowerStream with an
9 identified contact list and detailed
10 verbal brief of tactics and
11 recommended approaches."

12 What did you understand a verbal brief
13 of tactics to mean?

14 MR. DENNIS NOLAN: That -- that he
15 would report regularly. I think it's essentially
16 that.

17 MR. JOHN MATHER: Well, was it -- was
18 your understanding that PowerStream wanted to receive
19 reports verbally as opposed to in writing?

20 MR. DENNIS NOLAN: I don't know that
21 that was -- anything was purposeful in -- in use of
22 verbal as opposed to in writing. I -- I don't know.

23 MR. JOHN MATHER: Going forward, did
24 you develop an understanding of whether Mr. Bonwick
25 delivered his reports verbally, as this contemplates?

1 MR. DENNIS NOLAN: I be -- I believe
2 there was -- there was probably lots of verbal
3 conversations with Mr. Bonwick as well as by -- by
4 email.

5 MR. JOHN MATHER: So, he communicated
6 both written and orally when --

7 MR. DENNIS NOLAN: Yeah, in the normal
8 way one might communicate when you're conducting an
9 engagement that's dynamic.

10 MR. JOHN MATHER: So, if we can scroll
11 down. The next section I want to ask you about is the
12 disclosure section.

13 MR. DENNIS NOLAN: Yes.

14 MR. JOHN MATHER: And I understand
15 from your earlier answers that parts of this retainer
16 letter you didn't draft or were other people's words.
17 This section -- did you draft the disclosure section?

18 MR. DENNIS NOLAN: Yes, with
19 assistance of outside counsel.

20 MR. FREDERICK CHENOWETH: I'm sorry, I
21 didn't hear that.

22 MR. JOHN MATHER: I believe he said
23 with assistance of outside counsel.

24

25 CONTINUED BY MR. JOHN MATHER:

1 MR. JOHN MATHER: So, it says:
2 "Bonwick agrees to make all
3 necessary and prudent disclosure of
4 his, CCI's, engagement with
5 PowerStream."

6 At a high level, what did you
7 understand, "necessary and prudent disclosures," to
8 be?

9

10 (BRIEF PAUSE)

11

12 MR. DENNIS NOLAN: Well, "necessary,"
13 you know, would be as required by law, even though it
14 doesn't -- and it goes on. I think we cover that off
15 later. "Prudent," where it's appropriate. And, you
16 know, he showed that he felt it appropriate to have
17 broader disclosure, so that was -- that was met.

18 For ex -- if it became -- if it became
19 an issue in a situation, then we would disclose.

20 MR. JOHN MATHER: Did you have
21 specific situations contemplated when you --

22 MR. DENNIS NOLAN: Well, it would be -
23 - remember this thing was not just about Collus. So,
24 it -- prudent, you know, disclosures, thi -- this is
25 meant to be responsive to a number of situations that

1 have not yet developed.

2 MR. JOHN MATHER: In your mind, whose
3 obligation was it to identify when it was necessary or
4 prudent to make disclosure?

5 MR. DENNIS NOLAN: It was his pri --
6 primary obligation to ensure that proper disclosures
7 have -- have been made. But, obviously, if -- if we
8 were -- there would be no -- I mean, when you loo --
9 when you look at outside of -- of Collingwood, if we
10 were looking at other, you know, acquisitions and he
11 was involved, obviously, the confli -- the appearance
12 of conflict of being the mayor's brother doesn't apply
13 whatsoever, but there may be other requirements in the
14 -- in the circumstances, and it may be because a
15 municipality has a requirement that anyone acting as a
16 consultant in this capacity has -- that has to be
17 disclosed.

18 I -- I'm just making that up. But, you
19 know, it was -- it was meant to be more encompassing
20 than just dealing with the Collus situation.

21 MR. JOHN MATHER: Then the next
22 sentence says:

23 "Any such disclosure shall be
24 discussed and authorized by
25 PowerStream in advance."

1 MR. DENNIS NOLAN: M-hm.

2 MR. JOHN MATHER: What was meant by
3 that?

4 MR. DENNIS NOLAN: Exactly what it
5 says.

6 MR. JOHN MATHER: So -- and can you
7 walk me through what was being contemplated. Would
8 Mr. Bonwick have to come to PowerStream before he
9 could make any disclosures?

10 MR. DENNIS NOLAN: Well, we would want
11 to be informed of -- of what he was doing. And if he
12 thought disclosure needed to be made -- and -- and so
13 that we could have -- that we would have knowledge of
14 it.

15 We obviously didn't want a -- you know,
16 a consultant, you know, disclosing the contract that
17 you've entered into without being informed.

18 MR. JOHN MATHER: So, I appreciate
19 what you're saying there is that PowerStream wanted to
20 be informed if Mr. Bonwick --

21 MR. DENNIS NOLAN: Yeah.

22 MR. JOHN MATHER: -- was disclosing
23 the nature of his contract.

24 MR. DENNIS NOLAN: Right.

25 MR. JOHN MATHER: This says,

1 "Authorized." Could Mr. Bonwick disclose the nature
2 of his conflict -- sorry, his contract or his retainer
3 if -- unless -- if he didn't receive any form of
4 authorization from PowerStream?

5 Was that a condition precedent?

6 MR. DENNIS NOLAN: It contemplated
7 that we would know about it and agree to it.

8 MR. JOHN MATHER: Other than what's
9 set out in the retainer, do you recall having any
10 conversations with Mr. Bonwick about the terms on
11 which he could or could not disclose his retainer with
12 PowerStream?

13 MR. DENNIS NOLAN: I did not.

14 MR. JOHN MATHER: Are you aware of
15 anyone else at PowerStream having conversations with
16 him about that?

17 MR. DENNIS NOLAN: I'm not aware --

18 MR. JOHN MATHER: Okay.

19 MR. DENNIS NOLAN: -- other -- other
20 than as I said, the -- the broader disclosure beyond
21 the requirement here to -- to the mayor and clerk
22 through -- through the meeting that was arranged.

23 MR. JOHN MATHER: And I have -- that's
24 where my next set of questions are. So, this
25 contemplates that Mr. -- that disclosure will happen

1 going forward. But this specifically says:

2 "With respect to any authorized
3 activity on behalf of PowerStream
4 relating to Collus Power, Bonwick
5 represents and warns that he has
6 disclosed the scope of his services
7 and his retainer by PowerStream to
8 the mayor and clerk of Town of
9 Collingwood and shall provide
10 written evidence of such disclosure
11 to PowerStream

12 Further, with respect to Collus
13 Power, CCI shall, after consulting
14 with PowerStream, make any
15 additional disclosure or disclosures
16 that may be prudent or required by
17 applicable law during the course of
18 this engagement or any extension
19 thereof."

20 Do you recall why in the initial
21 retainer letter the mayor and the clerk were
22 identified of the -- as the individuals to whom Mr.
23 Bonwick needed to make disclosure?

24 MR. DENNIS NOLAN: It -- it seemed
25 appropriate. 1, the mayor, because of the fact that

1 she is the mayor, and -- and the clerk, that that
2 position is -- is one (1) that you would normally make
3 a disclosure to.

4 If -- it might have been different
5 if -- if there was a -- you know, another position.
6 But it just -- it seemed appropriate that it be not
7 just to the -- to the mayor but also to the -- to the
8 town clerk.

9 MR. JOHN MATHER: Do you know who
10 selected the mayor and the clerk as the individuals to
11 whom the disclosure would need to be made?

12 MR. DENNIS NOLAN: Like I said, it
13 seemed like the -- the appropriate disclosure to a
14 municipality that it be to the mayor and the clerk.

15 I don't know if those were my words or
16 words that arrived at with -- with Gowlings. It --
17 I -- you know, there's -- there's no one that told me.
18 Just, you know, make sure that it's the mayor and --
19 and the town clerk seems appropriate.

20 MR. JOHN MATHER: At the time this
21 retainer was entered into, did you know that
22 Mr. Bonwick had already spoken with the mayor and the
23 clerk about his potential retainer with PowerStream?

24 MR. DENNIS NOLAN: Sorry. When -- at
25 the time when --

1 MR. JOHN MATHER: Yeah.

2 MR. DENNIS NOLAN: -- we entered into?
3 Yes.

4 MR. JOHN MATHER: Okay. What did you
5 know about those conversations?

6 MR. DENNIS NOLAN: Well, at first
7 there was disclosure to -- I knew of disclosure to the
8 mayor. And -- and I -- I remember along the piece
9 before we finalized this that that wasn't the kind of
10 disclosure that -- that we talked about. It was also
11 to the town clerk and then became satisfied sometime
12 before we executed this.

13 I mean, we held off, I think, executing
14 this earlier because we weren't satisfied with the
15 disclosure had it -- had taken place yet to satisfy
16 this condition.

17 MR. JOHN MATHER: And you weren't
18 satisfied the disclosure had taken place to the mayor,
19 to the clerk, or to both of them?

20 MR. DENNIS NOLAN: I -- as best I -- I
21 can recollect, I think it was -- it was mainly the
22 clerk.

23 MR. JOHN MATHER: Can we pull up
24 ALE175? And before we pull that up, what do you
25 recall about the dissatisfaction in terms of

1 disclosure to the clerk?

2 MR. DENNIS NOLAN: No. I -- that I
3 just hadn't seen evidence of it. I wasn't -- I wasn't
4 going to -- I didn't think it had been satisfied yet
5 when we were initially, you know, basically had the
6 agreement.

7 I -- I understood that it -- my
8 understanding is that it was supposed to have happened
9 or going to happen, but I hadn't seen evidence of it.

10 MR. JOHN MATHER: So if we could pull
11 up -- and I take it, did you eventually see evidence
12 of that?

13 MR. DENNIS NOLAN: I was satisfied --
14 yes -- that that disclosure had been made to the
15 clerk, and it was represented to me that it had.

16 MR. JOHN MATHER: How was it
17 represented to you?

18 MR. DENNIS NOLAN: Through
19 communication from Mr. Bonwick.

20 MR. JOHN MATHER: Did he send you the
21 written evidence that's contemplated by the retainer
22 agreement?

23 MR. DENNIS NOLAN: There were emails
24 that I think are in -- in the -- in the documents
25 that -- where he confirms and copies Clerk Almas about

1 the disclosure and -- and represented to us that it
2 was complete disclosure.

3 MR. JOHN MATHER: So if we could pull
4 up ALE175.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: I appreciate you're
9 not copied on this email, Mr. Nolan, but is this the
10 email correspondence you were referring to?

11 MR. DENNIS NOLAN: Just give me a
12 moment, please.

13 MR. JOHN MATHER: Yeah.

14

15 (BRIEF PAUSE)

16

17 MR. DENNIS NOLAN: Yeah. I believe so.
18 I'm not sure if this was the only email where -- where
19 this was addressed.

20 MR. JOHN MATHER: This is -- as we
21 understand it, there was previous forwarding of
22 certain communications with the clerk, but this is, as
23 we understand it, the last communication that's sent
24 to Mr. Bentz and Mr. Glicksman in terms of
25 communications with the clerk.

1 Are you aware of any communications
2 after this that were provided for the purposes of the
3 retainer?

4 MR. DENNIS NOLAN: So you say that
5 there was communications along this line before.

6 MR. JOHN MATHER: The documents
7 reflect that there was -- that Mr. Bonwick was in
8 contact with the clerk as -- in January and up until
9 June 2011 with respect to the Municipal Conflict of
10 Interest Act. This is dated June 2nd, 2011.

11 Are you aware of any written evidence
12 that Mr. Bonwick provided you after this date in
13 relation to disclosure to the clerk of the Town of
14 Collingwood about his retainer?

15 MR. DENNIS NOLAN: I just -- sorry --
16 I just want to be careful because I don't have a -- as
17 much as I've -- I've reviewed numerous documents, I
18 don't have a photographic memory about the date
19 sequence of -- of those.

20 But I do recall seeing other emails,
21 and I'm not sure if they predated or were after this
22 that reinforced the -- the essence of the same message
23 as contained in this email.

24 MR. JOHN MATHER: Okay. So I take it
25 then that you don't have an independent recollection

1 of whether there was another communication after this.

2 MR. DENNIS NOLAN: Not without look --
3 review -- reviewing the -- the documents, no.

4 MR. JOHN MATHER: Well, just looking
5 at this email for right now, it says, "Hi, Brian and
6 John" who were at PowerStream:

7 "I had the opportunity to meet with
8 the clerk of Town of Collingwood,
9 Ms. Sara Almas, this morning.

10 During this meeting, I described the
11 services my company would be
12 providing to PowerStream throughout
13 the region, as well as specific to
14 Collingwood."

15 And then it goes on to say:

16 "Ms. Almas was kind enough to offer
17 her interpretation (opinion) of the
18 provincial Conflict of Interest
19 Act."

20 And it goes on from there.

21 MR. DENNIS NOLAN: M-hm.

22 MR. JOHN MATHER: It wasn't clear to
23 me. Do you recall at the time being provided with a
24 copy of this email?

25 MR. DENNIS NOLAN: I'm -- I'm pretty

1 sure that I was in terms of the green light for us
2 entering into the agreement. I -- I recall other --
3 seeing other correspondence, and it might have been
4 from -- from Glicksman telling Mr. Bonwick.

5 And -- and so this is where I'm having
6 a little difficulty -- sorry -- remembering the exact
7 time sequences. So I'll just describe that
8 communication because I have reviewed that, and I do
9 remember that because I remember telling
10 Mr. Glicksman --

11 MR. JOHN MATHER: Oh, just tell me
12 what you recall in --

13 MR. DENNIS NOLAN: -- before -- before
14 this that that disclosure was inadequate. Okay?

15 And then after that, Mr. Glicksman,
16 with -- after that, he sent a communication to
17 Mr. Bonwick basically reinforcing that the disclosure
18 wasn't adequate. So I assume this came after that.

19 MR. JOHN MATHER: So our
20 understanding, this did come after that.

21 MR. DENNIS NOLAN: Okay. Then
22 after -- sorry -- to answer -- sorry to take so long.
23 So to answer your question, am I aware of anything
24 after this? No, other than the disclosure that took
25 place -- that I understood took place in a -- in a

1 subsequent meeting.

2 MR. JOHN MATHER: Is that the
3 June 29th --

4 MR. DENNIS NOLAN: Correct.

5 MR. JOHN MATHER: -- meeting with --

6 MR. DENNIS NOLAN: I'm sorry. Yeah.

7 MR. JOHN MATHER: -- the CAO and
8 Mr. Bentz?

9 MR. DENNIS NOLAN: Yes.

10 MR. JOHN MATHER: And just for the
11 benefit of the court reporter, just wait till I'm
12 finished saying my questions before you answer,
13 otherwise it gets cross talk.

14 MR. DENNIS NOLAN: I -- I apologize.
15 Yes.

16 MR. JOHN MATHER: So I take it then
17 from your answer that you understood this disclosure
18 to be adequate?

19 MR. DENNIS NOLAN: Yes. Yes. And --
20 and I think -- at the time also, I was aware that this
21 other meeting was supposed to be taking place.

22 MR. JOHN MATHER: The retainer that we
23 were looking at contemplated written evidence of
24 disclosure. In your mind, did this satisfy the
25 written evidence that was required by the retainer

1 letter?

2 MR. DENNIS NOLAN: It wasn't perfect,
3 but since she -- Clerk Almas was copied on it and --
4 and there was no -- you know, no indication that --
5 you know, that there was anything untoward with what
6 was -- what was said here that it was inaccurate.

7 And the fact that Mr. Bonwick had
8 actually recommended a further meeting, that meeting
9 on the -- on the 29th -- he put that all together, and
10 then we were satisfied.

11 MR. JOHN MATHER: So it's my
12 understanding that the meeting on the 29th occurred
13 after the retainer letter was signed, so I take --

14 MR. DENNIS NOLAN: That's correct.

15 MR. JOHN MATHER: -- I take it this
16 was satisfactory for -- to proceed with the retainer
17 letter.

18 MR. DENNIS NOLAN: That's correct,
19 yeah.

20 MR. JOHN MATHER: And you said this
21 wasn't perfect. What wasn't perfect about it?

22 MR. DENNIS NOLAN: Well, I -- I think
23 it -- I think it was adequate. I mean, is it -- yeah.

24 MR. JOHN MATHER: What -- is there
25 anything that you see lacking in this email?

1 MR. DENNIS NOLAN: Well, you know, of
2 course, you -- you could have had, you know, a written
3 confirmation, you know, by Almas that -- that
4 confirmed the -- the full scope of services or
5 something like that.

6 But this represented to us that
7 Mr. Bonwick described his -- the -- the services that
8 he would be providing, and he had an obligation to do
9 that under the disclosure provision, so it was
10 adequate.

11 MR. JOHN MATHER: This email
12 contemplates that Mr. Bonwick described the services
13 he was providing to Ms. Almas. Do you know what
14 Mr. Bonwick said about those services in his meeting
15 with Ms. Almas?

16 MR. DENNIS NOLAN: I wasn't there. So
17 no, I have no knowledge of that.

18 MR. JOHN MATHER: Did Mr. Bonwick
19 provide you or anyone with Power -- or anyone at
20 PowerStream with more detail than what's reflected in
21 his email about what was disclosed to Ms. Almas?

22 MR. DENNIS NOLAN: Not to me.

23 MR. JOHN MATHER: Did you or anyone at
24 PowerStream, to your knowledge, follow up with
25 Mr. Bonwick about what was disclosed?

1 MR. DENNIS NOLAN: I -- I really --
2 I -- I can't say.

3 MR. JOHN MATHER: If you could pull up
4 paragraph 197 of the Foundation Document.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So this paragraph
9 describes a letter that Mayor Cooper sent Brian Bentz
10 on June 2nd, 2011. Were you aware that Mr. Bentz
11 received this letter on or about that date?

12 MR. DENNIS NOLAN: Yes.

13 MR. JOHN MATHER: Was this letter the
14 written evidence that is contemplated in the retainer
15 agreement about Mr. Bonwick providing written evidence
16 of disclosures to the mayor of his potential retainer
17 with PowerStream?

18 MR. DENNIS NOLAN: Yes.

19 MR. JOHN MATHER: Is there any other
20 written evidence that you are aware of for the
21 purposes of that part of the retainer letter?

22 MR. DENNIS NOLAN: No.

23 MR. JOHN MATHER: So in this letter
24 Mayor Cooper writes:

25 "My brother Paul Bonwick recently

1 brought -- brought to my attention
2 that he has submitted a proposal to
3 provide services to PowerStream.
4 Paul has described the potential
5 services his company will be
6 providing to include, but not
7 limited to, strategic advice in
8 matters related to public relations,
9 strategic planning, acquisitions and
10 media relations."

11 Are you aware -- other than what's set
12 out in the letter, are you aware of what Mr. Bonwick
13 described to Ms. Cooper about the services he'd be
14 providing to PowerStream?

15 MR. DENNIS NOLAN: No. No but, you
16 know, it says -- it -- I mean, it's fairly broadly
17 described: public relations, strategic planning,
18 acquisitions which was certainly what we're talking
19 about and also highlights that it could relate to the
20 Town of Collingwood.

21 MR. JOHN MATHER: So I take it from
22 your answer at the time you thought this -- the
23 language in this letter was a fair representation
24 about what was contemplated Mr. Bonwick would be doing
25 for PowerStream?

1 MR. DENNIS NOLAN: Yes. I mean, it
2 highlights that it could relate to -- to, you know, in
3 his words, certain conditions unfolding in the coming
4 months. I think that was obviously a reference to --
5 to the RFP without stating that in the letter.

6 MR. JOHN MATHER: So that was your
7 understanding of certain conditions unfolding in the
8 com -- coming months?

9 MR. DENNIS NOLAN: Well, I look at it
10 now, yes.

11 MR. JOHN MATHER: Do you remember what
12 your understanding was at the time?

13 MR. DENNIS NOLAN: Yes. I'm -- I -- I
14 -- I believe so. I mean, I was satisfied that she
15 understood the nature of the retainer.

16 MR. JOHN MATHER: Other than the
17 sentence that says:

18 "...the circumstances unfolding in
19 the coming months."

20 Are you aware of Mr. Bonwick at any
21 other point in time advising Mayor Cooper that he
22 might be involved in an RFP if one proceeds, or he
23 will be assisting in the RFP if one proceeds?

24 MR. DENNIS NOLAN: No. There's no
25 reason that I would know that, but it doesn't mean

1 that -- I -- you know, that may have happened but no,
2 I -- I don't have any personal knowledge, so.

3 MR. JOHN MATHER: Were you concerned
4 at all that the language of certain conditions
5 unfolding in the coming months was not very clear as
6 to what Mayor Cooper meant?

7 MR. DENNIS NOLAN: No. I wasn't
8 concerned at the time.

9 MR. JOHN MATHER: The Foundation
10 Document reflects that Mr. Bonwick did the first draft
11 of this letter.

12 Were you aware of that at the time?

13 MR. DENNIS NOLAN: I don't believe so.
14 I -- I've seen that in reviewing the documents but I
15 can't say at the time. I don't think so. I remember
16 seeing the -- the letter from the Mayor. That's what
17 I remember.

18 MR. JOHN MATHER: So some of the
19 details that we saw in the retainer letter about what
20 Mr. Bonwick would be doing. So, for instance, you
21 know, ensuring key decision-makers have access to
22 clear and relevant information, you know, seeking out
23 of government champions, internal government
24 champions, being in constant contact with municipal
25 and government leaders. That's not reflected in this

1 letter.

2 Did that cause you any concern at the
3 time?

4 MR. DENNIS NOLAN: No. It was -- did
5 not occur to me to be a concern at the time.

6 MR. JOHN MATHER: Why not?

7 MR. DENNIS NOLAN: It's easy to go
8 pick apart this, you know, years and years later and
9 to say why didn't you think of this, why didn't you
10 think of that. I did not think of that at the time.

11 MR. JOHN MATHER: Were you comforted
12 that Mayor Cooper understood that Ms. -- that the
13 retainer letter contemplated Mr. Bonwick being in
14 contact with municipal leaders respecting a potential
15 sale of Collus on behalf of a potential partner or
16 acquirer?

17 MR. DENNIS NOLAN: I apologize. Could
18 you repeat that?

19 MR. JOHN MATHER: Let me put it this
20 way: I -- I take it from your answers that you were
21 satisfied that -- you said one of your primary
22 concerns was disclosure, including to the Mayor.

23 I take from your answers you were
24 satisfied that this adequately -- this adequately
25 reflected that the Mayor knew --

1 MR. DENNIS NOLAN: Right.

2 MR. JOHN MATHER: -- to a level of
3 specificity what Mr. Bonwick was doing?

4 MR. DENNIS NOLAN: Right. And your
5 point is that it didn't disclose everything that was
6 in the contract because the contract wasn't attached
7 to this, saying I agree that my -- you know, that this
8 is the nature of the engagement. It attempts to
9 paraphrase, I think fairly well, the nature of the
10 engagement.

11 MR. JOHN MATHER: One of -- we've
12 heard evidence that the enquiry from Ms. Almas and
13 Mayor Cooper regarding what they understood at the
14 time about what Mr. Bonwick would be doing for
15 PowerStream in connection with the correspondence
16 we've been looking at --

17 Ms. Almas' recollection was that at the
18 meeting Mr. Bonwick disclosed to her that he was going
19 to be doing public relations and community outreach,
20 and she specifically said she did not understand that
21 Mr. Bonwick would have a role in mergers -- any
22 potential mergers and acquisitions.

23 Similarly, Ms. Cooper said her
24 understanding was that Mr. Bonwick would be doing
25 public relations and communications advice and that

1 she did not understand acquisitions in the letter --
2 she didn't understand what that meant.

3 Do you have any reaction to that?

4 MR. DENNIS NOLAN: My -- my reaction
5 is that we -- we were led to believe that he provided
6 full disclosure, including what -- in particular,
7 definitely the -- the work with respect to
8 acquisitions, and that there could be work related to
9 a possible RFP, in particular that he made that
10 disclosure to the clerk. That was my understanding at
11 the time.

12 MR. JOHN MATHER: So you understood at
13 the time that he had made -- specifically disclosed to
14 --

15 MR. DENNIS NOLAN: That's the way it
16 was represented to us. I had no reason to believe
17 otherwise.

18 MR. JOHN MATHER: Who represented that
19 to you?

20 MR. DENNIS NOLAN: Mr. Bonwick.

21 MR. JOHN MATHER: And other than the
22 email and the letter we looked at, did he represent it
23 to you in any other way?

24 MR. DENNIS NOLAN: No, not that I can
25 recall.

1 MR. JOHN MATHER: So, if we could go
2 back to ALE192.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: And I think it's the
7 third or fourth page, but back to the disclosures
8 provision.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: We've already looked
13 at this, but it specifically contemplates disclosure
14 to the Mayor and to the Clerk.

15 MR. DENNIS NOLAN: M-hm.

16 MR. JOHN MATHER: And then it says:

17 "Further with respect to Collus
18 Power, CCI shall, after consulting
19 with PowerStream, make additional
20 disclosures that may be prudent or
21 required by applicable law during
22 the course of this engagement."

23 You've mentioned already the meeting on
24 June 29th with the CAO, the Deputy Mayor, Mr. Bentz,
25 and others, and it's my understanding you were not at

1 that meeting.

2 MR. DENNIS NOLAN: That's correct.

3 MR. JOHN MATHER: Other than that
4 meeting, are you aware of any other additional
5 disclosures that were -- were undertaken or that were
6 done after June 29th, 2011?

7 MR. DENNIS NOLAN: I'm not aware.

8 MR. JOHN MATHER: Do you recall if
9 there was any -- ever any discussions within
10 PowerStream about whether or not additional
11 disclosures would be prudent or necessary at any point
12 in time?

13 MR. DENNIS NOLAN: I'm not aware of
14 any other discussions.

15 MR. JOHN MATHER: Were you aware of
16 any discussions with Mr. Bonwick about whether, as the
17 RFP progressed or the -- the contemplation of an RFP
18 progressed, whether further disclosures needed to be
19 made?

20 MR. DENNIS NOLAN: No, I'm not aware
21 of any.

22 MR. JOHN MATHER: So, if we can keep
23 scrolling down in the retainer agreement. Keep
24 scrolling down.

25 So this is -- and I can take you back

1 if you need to see it, but there's a section of the
2 retainer agreement that talks about confidentiality,
3 and it says -- and it refers to this non-disclosure
4 agreement.

5 Do you recall why this non-disclosure
6 agreement was con -- contained as part of the retainer
7 agreement?

8 MR. DENNIS NOLAN: Yeah. It was --
9 simply normal practice if you -- there was nothing --
10 this was, you know, a -- a fairly simple non-
11 disclosure agreement, and it was, you know, -- it was
12 customary for us, and I think other companies, when
13 engaging a consultant, and it may be, you know,
14 someone like -- even like, say KPMG if they were doing
15 non-audit work, if they were working on a -- on a
16 project, they would enter into a NDA.

17 It was -- it was something that we did
18 all the time, and so if he was going to be privy to
19 any confidential or strategic discussions, and that
20 was the purpose of -- of appending this and having
21 execute.

22 MR. JOHN MATHER: What sorts of
23 information did you understand the NDA to cover?

24 MR. DENNIS NOLAN: It -- as I said, it
25 was put there as a matter of course. I mean, it

1 wasn't -- you know, it could be financial information.
2 I mean, it was not there thinking, well, you know, I
3 know he's going to be exposed to X, Y, Z particularly,
4 but it was just put there as -- as a prudent thing to
5 do, and it wasn't done there, in particular because of
6 Mr. Bonwick's engagement. This was more or less
7 normal practice.

8 MR. JOHN MATHER: So you said
9 financial information. Whose financial information?

10 MR. DENNIS NOLAN: Powerstream's.

11 MR. JOHN MATHER: Is it -- is it fair
12 to say that the information that's being contemplated
13 here is proprietary or sensitive PowerStream
14 information?

15 MR. DENNIS NOLAN: That would
16 certainly fall into that category of confidential
17 information.

18 MR. JOHN MATHER: Did you understand
19 this to contemplate any information that wasn't
20 PowerStream's information?

21 MR. DENNIS NOLAN: No. I don't think
22 that was the purpose.

23 MR. JOHN MATHER: As you understood
24 it, was there anything in the non-disclosure agreement
25 that would limit what Mr. Bonwick could disclose about

1 his retainer with PowerStream to anyone?

2 MR. DENNIS NOLAN: No. Other -- no.

3 I think that that -- the only limit on that was the

4 language that you've already taken me through in the -

5 - in the disclosure section of the agreement.

6 MR. JOHN MATHER: And that's the

7 language we saw about, prior to --

8 MR. DENNIS NOLAN: Right.

9 MR. JOHN MATHER: -- disclosing his

10 retainer.

11 MR. DENNIS NOLAN: Being -- being

12 consulted and -- and being -- having it approved.

13 MR. JOHN MATHER: Are you aware at any

14 point after this retainer letter was signed, up until

15 the closing of the transaction on July 31st, 2012,

16 that Mr. Bonwick approached PowerStream requesting to

17 make disclosure of his retainer to anyone?

18 MR. DENNIS NOLAN: Sorry. After --

19 MR. JOHN MATHER: So after the

20 retainer was signed on June 7th, 2011, until the

21 closing of the transaction in July 2012, so a year and

22 a bit later, during that whole time period of the RFP,

23 the negotiations, things of that nature.

24 MR. DENNIS NOLAN: Did it -- with the

25 exception of the disclosure that took place on the

1 June 29th meeting --

2 MR. JOHN MATHER: Yes. With the
3 exception of the disclose that took place on June
4 29th.

5 MR. DENNIS NOLAN: No.

6 MR. JOHN MATHER: Okay. As you were
7 contemplating the retainer and the disclosure
8 requirements and other, you know, generally
9 considering conflict of issue concerns, did you at any
10 point consider what was the implication of Mr. Bonwick
11 being the brother of a director of Collus, and his
12 sister had both those roles?

13 MR. DENNIS NOLAN: To be honest, no.
14 I'm not sure that was front and centre for me at the -
15 - at the time.

16 MR. JOHN MATHER: Fair enough. And a
17 question I should have asked is whether or not you
18 knew that Mayor Cooper was also a director of Collus
19 at the time.

20 MR. DENNIS NOLAN: No, but I'm not
21 overly surprised that -- that -- that she may be, so.

22 MR. JOHN MATHER: Do you know why that
23 wasn't something you considered? I appreciate that's
24 a bit of a strange question, but --

25 MR. DENNIS NOLAN: No, it isn't -- it

1 isn't a strange question. I think it's a perfectly
2 reasonable question.

3 I just -- I think, you know, that the
4 main concern was of disclosure to Council. I mean,
5 this is -- this is an entity that's owned 100 percent
6 by the Municipality, so that's -- that's probably why
7 there wasn't, you know, a -- a focus -- a separate
8 focus.

9 MR. JOHN MATHER: You think there -- I
10 mean, and I'm asking a question in retrospect but do
11 you think that there would have been another level of
12 disclosure that might have been appropriate with
13 respect to anyone on the Collus Board about Mr.
14 Bonwick's retainer?

15 MR. DENNIS NOLAN: Yeah, in hindsight
16 it could have been appropriate.

17 MR. JOHN MATHER: If we could go to
18 paragraph 204 of the Foundation Document.

19 I'm moving on to another section. I'm
20 happy to continue but I just thought I would flag that
21 for you.

22 THE HONOURABLE FRANK MARROCCO:
23 Continue for a little while longer but maybe we'll
24 take ten (10) minutes, give everybody a break.

25

1 --- Upon recessing at 5:28 p.m.

2 --- Upon resuming at 5:37 p.m.

3

4 CONTINUED BY MR. JOHN MATHER:

5 MR. JOHN MATHER: So this paragraph
6 contemplates a -- a meeting -- Mr. Bonwick arranging
7 an introductory and exploratory meeting between
8 PowerStream executive team and Mr. Houghton and the
9 PowerStream boardroom.

10 It looks like the -- a meeting was
11 scheduled for June 15th, 2015. Do you recall
12 attending a meeting with Mr. Houghton in or around
13 that date?

14 MR. DENNIS NOLAN: I do, yes.

15 MR. JOHN MATHER: What do you recall
16 about that meeting?

17 MR. DENNIS NOLAN: Not terribly much.
18 It -- I re -- all I -- I try to think about, because I
19 saw the reference to the meeting, the best I can
20 recollect that it was truly introductory and
21 exploratory, I think there was maybe some general
22 discussion about -- about the possibility of -- of
23 what was happ -- basically what was happening in the
24 industry and that.

25 I -- I don't remember hardly any

1 specifics about it. I don't think it was very long.
2 I -- I don't know if anyone went to dinner, I did not.

3 I do recall -- because I think Mark
4 Henderson was there, who was our executive vice
5 president and chief operating officer, I recall that
6 Houghton -- Mr. Houghton hadn't been -- this is our
7 relatively new head office and we had a new control
8 room at that office with the -- the latest and
9 greatest and I think he -- part of it was to give him
10 a tour of the control room, in particular.

11 But in terms of the content and you
12 know, any detailed content of -- of that meeting, you
13 know, it was pretty much a -- that I can remember in
14 terms of my participation, a bit of a meet and greet.
15 I don't even know if I stayed for the whole meeting.

16 MR. JOHN MATHER: Do you recall any
17 discussion about plans for an RFP or a potential sale
18 at that meeting?

19 MR. DENNIS NOLAN: I don't remember
20 specifically. There may have been a reference to --
21 to it, but I -- you know, I don't recall any -- any
22 detailed discussion.

23 MR. JOHN MATHER: Do you recall ever
24 attending a meeting with Mr. Houghton prior to the
25 issuance of the RFP, discussing the RFP or a potential

1 RFP?

2 MR. DENNIS NOLAN: Prior to issuance
3 of the RFP?

4 MR. JOHN MATHER: October 4th, 2011.

5 MR. DENNIS NOLAN: Not that I can
6 recall any meeting with Mr. Houghton.

7 MR. JOHN MATHER: Do you recall at the
8 meeting that's contemplated here in June 2011 whether
9 the solar attic vent initiative was discussed or
10 anything about the solar attic vents?

11 MR. DENNIS NOLAN: I -- I'm not
12 positive, but I think that comes -- that came later.

13 So that's initially when I -- when I
14 looked at this I thought maybe that was one of the
15 subjects, but I -- I'm not positive, but I don't
16 believe it was discussed at that meeting.

17 MR. JOHN MATHER: So if we go to
18 paragraph 207 of the Foundation Document. So this
19 paragraph contemplates the meeting we've already been
20 discussing on June 29th, 2011.

21 In attendance from PowerStream, at
22 least as it appears, was Mr. Bentz and Mayor Lehman.

23 Did either of them speak to you about
24 what happened at this meeting?

25 MR. DENNIS NOLAN: I think I would

1 have maybe received some general feedback, that the
2 meeting went well and generally who -- who was there.
3 I know I felt better about it because it was
4 additional disclosure of -- of Mr. Bonwick's retainer.

5 MR. JOHN MATHER: When you say it was
6 additional disclosure of Mr. Bonwick's retainer --

7 MR. DENNIS NOLAN: Over and above what
8 -- sorry.

9 MR. JOHN MATHER: Fair enough. What I
10 meant is is that what you understood the meeting to be
11 about before it happened?

12 MR. DENNIS NOLAN: I understood that
13 was at least the primary purpose of the meeting.

14 MR. JOHN MATHER: And do you know how
15 you formed that understanding?

16 MR. DENNIS NOLAN: Because I -- I knew
17 that there -- there was a meeting contemplated, and
18 like I said, there was, you know, certainly on my part
19 still some unease about the -- the -- you know, about
20 the -- or -- there -- there was certainly antici --
21 this meeting was mentioned to me. I knew of those
22 possibility of -- of this meeting and I was hoping
23 that it would take place because of the additional
24 disclosure.

25 I don't know if that was the entire,

1 you know, purpose of the meeting, but my understanding
2 it was sort of the -- the primary purpose of the
3 meeting, or at least one of the key purposes

4 MR. JOHN MATHER: You said that you
5 believe or you think you were told after the meeting
6 that it went well, do you recall the specific
7 discussion with either Mr. Lehman or Mr. Bentz?

8 MR. DENNIS NOLAN: Not -- no. I mean,
9 no. My memory is not that good to remember a specific
10 discussion other than I'm -- I'm quite sure that I got
11 some -- some feedback to the effect that, you know,
12 the meeting went well and who -- and who was there and
13 about the disclosure.

14 I think maybe also, you know, that --
15 that the opportunity was, you know, was used to
16 explain what PowerStream was about.

17 MR. JOHN MATHER: I now want to ask
18 you some questions about the solar attic vent
19 initiative.

20 MR. DENNIS NOLAN: Okay.

21 MR. JOHN MATHER: When did you first
22 become aware of the solar attic vent project?

23 MR. DENNIS NOLAN: I can't recall the
24 specific date. I think it was fairly shortly after
25 that -- that June meeting. I -- I don't know if it

1 was July or -- I don't -- I don't have a specific date
2 in mind, but you know, it was in that July-August time
3 frame I think.

4 MR. JOHN MATHER: And what was your
5 involvement in the project?

6 MR. DENNIS NOLAN: It was -- I became
7 involved because one of the directors who reported to
8 me was Eric Fagen, who was our director of
9 communications.

10 And so he became involved in terms of -
11 - of the -- of coordinating from in terms of both
12 communications and just sort of a coordination role.

13 MR. JOHN MATHER: So it sounds like
14 you would be receiving reports from him about what was
15 going on? You would seek approval?

16 MR. DENNIS NOLAN: I didn't -- I
17 wasn't as -- as in -- I wasn't intimately involved in
18 the -- in the details. He came to me, we -- Eric and
19 I would talk regularly and he did come to me with, you
20 know, with -- with reports in -- in terms of how the
21 communication was going to be.

22 One conversation at least about whether
23 this would qualify as a -- as a conservation
24 initiative that -- that might be recoverable in -- in
25 rate was certainly an area that -- that we discussed,

1 at least on one occasion.

2 MR. JOHN MATHER: And just pausing on
3 that, it's my understanding that around this time
4 period the Green Energy Act had just come in -- come
5 into force and one of the elements of that was the
6 utilities such as PowerStream and Collus could --
7 actually, maybe I'll get you to explain it, but there
8 was an opportunity to recover costs of certain
9 projects if they were for the purposes of
10 conservation?

11 MR. DENNIS NOLAN: We were mandated to
12 carry out conservation, but there were specific
13 programs. There was the possibility of -- of an --
14 PowerStream was a real leader in -- in the
15 conservation framework and there was -- there was the
16 possibility of -- of coming, you'd have to get it
17 approved by the Ontario Energy Board for unique
18 initiatives, but I believe there was feedback, I
19 didn't know if it was recoverable my -- myself, but I
20 believe that there was feedback from Mr. MacDonald,
21 who was our -- the vice president of regulatory that
22 this would not be recoverable. I'm not sure the exact
23 reason, but it wasn't something that, you know,
24 would -- you know, out of hand you -- you would
25 conclude that.

1 But I think there was some
2 consideration and conversation and we had to assume
3 that, in all likelihood, it would not be recoverable.
4 And I believe that -- that initially there was a
5 thought that -- that it might be able to be recovered.

6 MR. JOHN MATHER: And -- and just
7 explain for someone who might not understand. What do
8 you mean by, "Recoverable"?

9 MR. DENNIS NOLAN: Sorry, recoverable
10 in -- in rates, so that the -- if PowerStream, for
11 example, invested, as I think we did, some --
12 somewhere around two hundred thousand dollars
13 (\$200,000) in this initiative, that -- that you would
14 get eventual recovery of that along with other moneys
15 spent for conservation.

16 For example, con -- the -- these
17 programs would include things like light -- lighting
18 initiatives, conversion from incandescent bulbs to
19 LEDs and things like that for businesses.

20 So, that was a recognized program. So,
21 the expenditures on that, and the incentives that the
22 -- that the utilities put out for that, you would
23 eventually get recovered. And you would be able to
24 recover that ultimately in rates because that's how --
25 how the -- the utility makes -- makes a return.

1 MR. JOHN MATHER: So, certain -- if
2 you applied to the OEB certain conversation programs,
3 if they were approved by the OEB, you could go into
4 your rate application and what you would charge in --

5 MR. DENNIS NOLAN: Right.

6 MR. JOHN MATHER: -- in terms of
7 recovery from the customers?

8 MR. DENNIS NOLAN: There was an
9 existing -- I'm not the expert on this, but there was
10 an existing sort of number of programs that you knew
11 were sort of green lighted for -- for execution and
12 that you could spend money on and you -- and -- and
13 then it could be recovered.

14 Then there was the possibility of
15 coming up with -- and PowerStream did. There was a
16 small business refrigeration program that we
17 ultimately got approved by the OEB.

18 So, my impression was that when this
19 was first looked at by Mr. Houghton and by whoever was
20 looking at it at -- at PowerStream and others thought
21 this might be recoverable, but our conclusion was,
22 with our regulatory group, that it likely would not
23 be.

24 MR. JOHN MATHER: And if it wasn't
25 recoverable, it meant the two hundred thousand dollar

1 (\$200,000) investment couldn't be applied to -- in
2 rates to the cu -- consumer?

3 MR. DENNIS NOLAN: No.

4 MR. JOHN MATHER: PowerStream would
5 otherwise have to --

6 MR. DENNIS NOLAN: Absorb that cost.

7 MR. JOHN MATHER: -- absorb that cost,
8 okay.

9 MR. DENNIS NOLAN: Right.

10 MR. JOHN MATHER: Can we pull up
11 paragraph 209 of the Foundation Document?

12 THE HONOURABLE FRANK MARROCCO: Just
13 on that question, if it's recoverable in rates, it --
14 it goes into the bundle of costs that you can claim
15 that you spent and should, therefore, be given a rate
16 increase?

17 MR. DENNIS NOLAN: Well, and it
18 wouldn't be necessarily a rate increase. There was --
19 there was moneys allocated for conservation that it
20 would be reimbursable. It wasn't like an asset. When
21 -- when you talk about reco -- and I may be mis --
22 misspeaking. I apol -- I apologize for -- if I don't
23 have it exactly right, the jargon, but the -- that it
24 was recoverable.

25 When I say -- and probably am

1 misspeaking. My boss won't be too proud. The -- when
2 you say 'recoverable in rates', it means that you're
3 earning a rate of return on it.

4 In this case, it just means
5 recoverable. I probably should just say recoverable.

6 THE HONOURABLE FRANK MARROCCO: So,
7 you would apply to the OEB. Had it been -- had it
8 been qualified --

9 MR. DENNIS NOLAN: Yes.

10 THE HONOURABLE FRANK MARROCCO: -- you
11 would apply -- prove what your expenses were, and you
12 would recover that money?

13 MR. DENNIS NOLAN: That's correct.

14 THE HONOURABLE FRANK MARROCCO: And --
15 and if -- and if that's the case, then it's mu -- it's
16 much more dynamic tha -- than if you can't --

17 MR. DENNIS NOLAN: Yes.

18 THE HONOURABLE FRANK MARROCCO: -- in
19 -- in terms of it being an -- an initiative that you
20 would be enthusiastic about?

21 MR. DENNIS NOLAN: Correct.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: If you'd pull up
25 paragraph 219 of the Foundation Document.

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So, this is an email
4 dated July 11th, 2011. It's with respect to the solar
5 vent initiative that -- that PowerStream is
6 considering.

7 So, Mr. Fagen is forwarding an email
8 chain to you about the initiative. And you respond.
9 You forward that email chain to Mr. Howar -- Mr.
10 Henderson at PowerStream and Brian Bentz. And you
11 write:

12 "Well, I agree with the need to
13 proceed with this pilot. We need to
14 revisit the numbers. Our
15 preliminary estimate, based upon the
16 -- these numbers, is approximately
17 two hundred thousand (200,000).
18 Apparently, that is of the
19 understanding that the cost is
20 recoverable under CDM. And we are
21 not of the same view."

22 I think you've explained now the second
23 sentence when you were talking about cost recovery.
24 Is that correct?

25 MR. DENNIS NOLAN: Yes.

1 MR. JOHN MATHER: So, with that in
2 mind, what did you mean when you said:

3 "I agree we will -- I agree with the
4 need to proceed with this pilot."

5 MR. DENNIS NOLAN: The need or that it
6 was appropriate. I -- I think it was a good
7 initiative that was worth pursuing from -- from what
8 I'd been told.

9 1) It -- it showed PowerStream being
10 involved in something that was -- was creative and
11 reaching out -- liked the idea that there was
12 cooperation with -- with other LDCs, especially
13 smaller LDCs.

14 It -- it could potentially showcase the
15 -- the kind of other benefits that could be found by -
16 - by associating with -- with PowerStream and -- and
17 it just showed cooperation with -- within the sector.

18 And -- and that seemed to me to be a
19 good thing. And I think that was, you know, part of
20 the rationale for the investment.

21 MR. JOHN MATHER: Were there any other
22 rationales for the investment?

23 MR. DENNIS NOLAN: To -- to -- as --
24 as I said, to, you know, well, I guess raise -- raise
25 our profile in -- in certain communities, including

1 Collus, that we were partnering with.

2 MR. JOHN MATHER: So, profile raising,
3 opportunity to show, you know, willingness to partner
4 with -- with utilities on creative ideas. Was there
5 any other rationales that were provided or that you
6 understood with respect to the project?

7 MR. DENNIS NOLAN: I mean, I think
8 that was principally it. I can't think of any off the
9 top of my head.

10 MR. JOHN MATHER: You said when you
11 originally answered that it was a good initiative from
12 what you've been told. Do you remember who told you
13 about the initiative and why it was good?

14 MR. DENNIS NOLAN: I mean, not
15 specifically who told me what. You know, I became
16 aware of it. The only concern I had was the
17 assumption that -- that, you know, it would be
18 recoverable once I understood that it may not be, but
19 no -- nothing from someone that would allow me to
20 specifically answer your question.

21 MR. JOHN MATHER: Did the possibility
22 that the costs would not be recoverable change how
23 PowerStream decided to participate in the initiative?

24 MR. DENNIS NOLAN: Well, I think it
25 was, you know, then treated as -- as a pilot. If it

1 had been recoverable and -- and successful, then, you
2 know, we might have broadened, you know, the
3 participation and you might have had, also, other LDCs
4 joining in.

5 MR. JOHN MATHER: Did the po -- did
6 the potential -- or did -- at this point in time, it's
7 our under -- at this point in time, a potential Collus
8 RFP was on the radar for PowerStream. Is that fair?

9 MR. DENNIS NOLAN: That's correct.

10 MR. JOHN MATHER: Did that potential
11 play a role in PowerStream's decision to participate
12 in the solar attic vent initiative with Collus?

13 MR. DENNIS NOLAN: Well, I -- I think
14 it probably was -- was a factor that would encourage
15 us to do this because we thought it was a great
16 example and, you know, not, again, just for -- for
17 Collus but for members of the CHEC group and other
18 LDCs to show what we could do on a cooperative basis,
19 that we were good partners.

20 MR. JOHN MATHER: Did you understand
21 that participating in the project may or -- might give
22 you an advantage in an RFP if -- if one (1) was
23 issued?

24 MR. DENNIS NOLAN: Sure, in terms of,
25 you know, potential profile and -- and, you know, a

1 positive profile of PowerStream, certainly.

2 MR. JOHN MATHER: And would that be
3 something you -- you expected at the time that you
4 could highlight in a response to an RFP?

5 MR. DENNIS NOLAN: Well, I don't know
6 that I was thinking that far ahead, but it certainly,
7 you know, was something I think we did highlight, so.

8 MR. JOHN MATHER: Do you know if
9 anyone or -- within PowerStream was thinking that far
10 ahead or said anything, that we should participate
11 because we think an RFP's coming and this would be a
12 leg up in the RFP?

13 MR. DENNIS NOLAN: It wouldn't
14 surprise me if someone concluded that -- that this --
15 that this would be a great example that we can cite.

16 But I -- I can't -- I'm speculating as
17 to, you know, whether someone connected the dots right
18 then. But it was certainly part of the rationale was
19 a conscious decision to raise -- to raise our profile
20 in a positive way.

21 MR. JOHN MATHER: Did you have any
22 understanding at this period of time -- so July 2011
23 when PowerStream is getting involved -- who else
24 Collus had approached to participate in the solar
25 attic initiative?

1 MR. DENNIS NOLAN: I have a -- this is
2 what gets difficult because I -- I know now who was
3 also involved.

4 MR. JOHN MATHER: Fair enough. So --

5 MR. DENNIS NOLAN: So I -- I --

6 MR. JOHN MATHER: -- and I -- and I
7 appreciate it's a -- it can be difficult --

8 MR. DENNIS NOLAN: Well, I --

9 THE HONOURABLE FRANK MARROCCO: Excuse
10 me. Your witness wasn't finished.

11 MR. DENNIS NOLAN: Sorry. So I did
12 understand that -- that there was potential for other
13 involvement. That'd be as far as I'd -- I would go
14 at -- at the time.

15 Did I know that Horizon was approached
16 and -- and other specifics? I wasn't that involved
17 other than on -- on some of the specific communication
18 issues brought to me by -- by Eric.

19

20 CONTINUED BY MR. JOHN MATHER:

21 MR. JOHN MATHER: Speaking of
22 Mr. Fagen if we scroll up a bit, we see in this
23 paragraph it's reflected that Mr. Fagen is
24 communicating with Mr. Bonwick and Mr. Houghton about
25 the solar attic vent initiative, and we see in this

1 period of time leading up to the RFP that Mr. Fagen is
2 communicating with Mr. Houghton about the solar attic
3 vent initiative.

4 As this was ongoing, did you have any
5 concerns about Mr. Fagen or anyone at PowerStream
6 having regular contact with the CEO of a utility that
7 may be going -- may be issuing an RFP?

8 MR. DENNIS NOLAN: No.

9 MR. JOHN MATHER: Why not?

10 MR. DENNIS NOLAN: I don't think
11 there's a -- because some -- a CEO of an LDC is in the
12 process of contemplating an RFP or -- or if that's --
13 I didn't know that was a blackout period for
14 communication.

15 I mean, it -- this is -- I just -- I
16 fail to see the reason why there would be any -- any
17 problem with that communication, especially in the
18 context of doing something like this.

19 MR. JOHN MATHER: Were you involved or
20 consulted at all on the decision to have PowerStream's
21 logo incorporated on a billboard about the solar attic
22 vent initiative?

23 MR. DENNIS NOLAN: I think Mr. Fagen
24 made me aware of it. It wasn't my -- my decision or
25 anything. But I think he made me aware of it.

1 MR. JOHN MATHER: Do you recall why
2 PowerStream was interested in having its logo on the
3 billboard?

4 MR. DENNIS NOLAN: I'm sure for the
5 same reasons that I've said about trying to -- to
6 raise our profile.

7 MR. JOHN MATHER: It was extension of
8 the purposes of entering the pilot in the first place.

9 MR. DENNIS NOLAN: Absolutely.

10 MR. JOHN MATHER: So if we go to
11 paragraph 267 of the Foundation Document.

12 THE HONOURABLE FRANK MARROCCO: When
13 you're finished this particular --

14 MR. JOHN MATHER: Yeah. I'm very,
15 very close to being finished, Your Honour.

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: So this is an email
19 from -- or a discussion in an email chain involving
20 you and Mr. Fagen about the billboards. And Mr. Fagen
21 writes in the email:

22 "Although this primarily purports
23 the solar power attic vent program
24 for Collus Power, the fact that the
25 billboard is also co-branded with

1 PowerStream logo, we'll have to
2 build our brand awareness in the
3 area."

4 And then it says:

5 "The start date of September 19th
6 coincides well with our presentation
7 to the Collingwood Council on that
8 date."

9 And we see from the documents that on
10 September 19th, 2011, PowerStream did make a
11 presentation to the review -- the Strategic Task Team
12 about the potential RFP.

13 Do you recall any conversations about
14 the timing of the billboards with the presentation to
15 the Strategic Task Team?

16 MR. DENNIS NOLAN: No. I knew -- I
17 knew that -- that -- obviously, it's indicated here.
18 I -- I knew about the -- the timing and, you know,
19 again, as said before, it wasn't, you know, lost on us
20 that this -- the timing was turning out to be good in
21 terms of our profile and the anticipation of -- of a
22 possible RFP.

23 MR. JOHN MATHER: Could you turn your
24 mind at this point in time as to whether anyone else
25 who might be participating in the RFP was offered

1 these same opportunities or seeking these same
2 opportunities?

3 MR. DENNIS NOLAN: No.

4 MR. JOHN MATHER: I think we can stop
5 there then.

6 THE HONOURABLE FRANK MARROCCO:
7 Tomorrow -- we'll start tomorrow at 9:30. But we have
8 three (3) witnesses that we're going to hear all at
9 once. So I think the best way to -- the three (3)
10 other bidders.

11 So I think the best way to do this
12 is -- rather than Mr. Nolan coming at 9:30 is after
13 we've dealt with all three (3) of them, and then we'll
14 complete your evidence.

15 And we can work out the -- you can work
16 out the timing with Mr. Watson so that you're not --
17 you're not here when you could be doing something
18 else.

19 All right. Thank you, all. 9:30
20 tomorrow.

21 MR. DENNIS NOLAN: Thank you.

22

23 (WITNESS RETIRES)

24

25 --- Upon adjourning at 6:04 p.m.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

Certified Correct,

Wendy Woodworth, Ms.

<u> </u> \$	275:2	204:13	39:21,23	174:11
\$10,000	311:9	142 3:9	172:10	175:17
174:15	313:22	15 28:12	19th 94:15	181:17
\$11,000	1:11 142:12	39:3	95:12	195:8
185:8	10 39:3	40:11	128:15	197:14
\$12,882	40:11	52:24	139:7,9,1	231:20
195:25	66:18	53:2,4	9	232:13
\$17,000	95:24	15th 21:7	140:2,13	234:19
195:11	298:24	22:3	318:5,10	255:15
\$2,745	10,000	23:22	1st 30:22	258:7
196:25	122:19	24:21	81:9	2.5 95:22
\$200,000	10:01 5:1	26:4	100:10	2:15 142:9
306:13	100 298:5	299:11	103:4,7	2:18 142:13
308:1	10th 68:15	16	106:10	2:30 154:4
\$22,000	85:12	167:12,17	107:3	2:32 152:3
48:12,15	86:4	238:12	110:24	153:22
\$9,500	248:7	162 3:10	116:24	155:25
95:22	249:3	16th 5:17	123:15	20 32:14
<u> </u>	11 15:17	9:12	136:24	168:22
0	74:10	20:19	219:21,25	169:5,8
06 223:2	152:5	21:7 22:4	<u> </u>	245:22
<u> </u>	159:3	24:20	2	200 4:6
1	161:21	42:13	2 10:8	200,000
1 25:1	11:20 66:20	163:4	13:13	310:17
29:19	11:32 66:21	217:5	21:9	2002 223:9
45:20	115 228:2,6	17 82:1	24:25	2004 223:1
56:12	11th 69:24	171 3:11	25:4	2005 86:11
86:10	85:12	17th 70:24	30:24	87:7,12
89:12	86:4	18 82:1,9	45:21	223:2
103:20	249:3	168:1	67:12	2006 212:3
104:5	310:4	189 127:24	68:12	2008 198:24
112:14,15	12 76:13	18th	97:25	2009 29:2
114:3	89:13	15:8,20	99:9	30:22
120:17	123:12	16:2	103:15	35:21
140:24	159:3	91:24	106:24	2009/'08
151:18,19	238:12	19 32:18	108:13	30:8
162:7	1-2 4:6	140:19	118:6	2009/'10
163:17	67:11	245:22	119:25	223:3
175:2	12:47 127:7	197 4:3	134:16	201 4:7
195:24	12:53 127:8	128:25	140:24	2010
198:25	12th 70:10	285:4	148:15	28:2,4,5,
222:8	13th 86:7	198 4:4	152:18,19	19 29:9
226:17	246:18	199 4:5	153:11	40:21
227:15	14 175:16	1994	154:14	69:18
231:4			155:11	
258:6			156:4,19	
274:25			157:20	
			163:3,12,	
			14 168:22	
			169:23,24	

173:1	253:19	202 4:8	138:3	155:11
187:12	260:4	130:18	282:3	3:47 221:4
208:23	266:1	204 298:18	283:9,12	3:57 221:5
222:10	279:9,10	207 301:18	292:24	318 159:4
223:16,22	285:10	209 308:11	293:6	31st 14:16
226:12	293:6	20th 76:14	297:1,4	95:20
227:5	296:20	77:4 81:3	301:20	100:7,18
258:15	301:4,8,2	88:12	2nd 63:13	136:23
2011 28:4	0 310:4	21 85:13	92:11	296:15
37:6 47:2	314:22	248:12,13	93:4	32 95:12
49:17	318:10	2-1 248:13	96:8,23	96:21,25
55:15,19	2012	217 3:12	100:3	97:11
56:25	12:4,10,1	219 3:13	105:8,9	320 3:21
63:13	6,18	309:25	106:9,13,	33 100:16
68:15	22:4,13	22 28:12	15,16	34 123:13
76:14	23:22	221 3:16	107:4	
77:4	28:4	23 39:24	111:6	<hr/>
81:3,22	49:17	150:8,13	112:9,11	4
85:12,18	55:15,19	245:20	113:7	4 3:3 19:25
88:12	86:4	246:11	114:10,18	37:11
92:11	139:7,19	2-3 195:4,5	115:2	59:23
95:20	140:2,13	234 148:13	117:18	113:23
96:23	163:4	161:21	118:6	158:24
100:8,10,	206:5,13	239 144:6	119:8	159:6,23
18 103:21	212:7	24 29:9	120:16	201:14,19
106:9,10,	221:23	24th	126:11	202:11
15	222:19	95:13,19	127:18	40 192:23
107:3,4	223:8	203:15	129:2,6	201:12
112:9	296:15,21	25 81:9	164:22	40-year
113:4	2013 42:13	253 203:14	173:21	179:10
114:10	2014 28:3	258 204:13	174:11	186:21
128:15	32:14	25th 91:14	219:25	481 163:2
136:23,24	33:5,13,2	267 317:11	279:10	166:11
137:1	4 173:1	27 3:8	285:10	482 164:6
208:23	198:25	91:14	<hr/>	483 165:24
212:7	209:7	27th 22:13	3	485 165:1
221:23	211:21	29:1,17	3 86:9 99:9	48812
223:18	215:16	28th 1:23	113:23	110:17
227:6,8,9	2015	29 92:9	117:17	49 151:8
228:14	32:11,19,	94:1	120:21	4th 301:4
238:20	25 34:4,6	29th 73:2	199:21	<hr/>
239:13,21	35:16		242:20,25	5
240:21	42:7 50:7		243:4	5 3:7
242:6	55:12		246:16	5:28 299:1
243:16	169:19		319:8,9,1	
245:24	299:11		3	
246:18	2017 221:19		3:00 153:4	
248:7	2019 1:23		3:18	
250:4			152:10,17	
251:17			153:20	
252:12				

5:37 299:2	97 1:19	184:4	166:8	act 28:9,19
50 151:8	9th 84:10	317:9	acknowledge	36:2,7,20
502 139:24	<hr/>	absorb	18:9	,22
5th 12:3,10	<hr/> A <hr/>	308:6,7	acknowledge	38:10,19,
32:11,25	a.m 5:1	abundant	d 128:13	24
226:11	66:20,21	44:24	133:12	39:8,11,1
<hr/>	AB0000234	abuse	148:8	4,21,23,2
6	15:14	179:25	193:23	5
<hr/>	AB496	acceptable	199:21	40:2,16,2
6 70:23	180:25	154:15	acknowledge	2 41:4
95:18	abide	access 96:4	ment	44:17
6:04 319:25	172:13	118:3,24	147:21	45:11
6th	abilities	132:20,24	acknowledge	46:8,9,15
12:14,18	189:17	262:13,20	s 133:3	,17 48:3
<hr/>	212:16	288:21	acknowledgm	49:10
7	ability	according	ent 59:24	51:4,23
7 37:6	33:11	69:22	131:10	52:11,19,
103:21	47:15	192:18	acquaintanc	23
197:7	58:6	account	es 242:14	53:1,21
7th 38:1	63:21	22:12,24	acquirer	54:17,18
56:25	191:20	23:1,3,7,	289:16	57:3,9,18
130:25	199:8	10,15	acquisition	60:1 63:2
131:3	211:24	165:2	82:19	72:18
136:25	218:16	183:18	85:15	73:24
219:22	able 45:21	197:5	95:23	76:19,20,
253:18	49:8	198:10	112:20,21	21 83:6
260:4	64:13	accounts	115:14	88:2
296:20	119:16	55:21	169:23	99:4,6
<hr/>	125:16	197:15	223:1	101:23
8	132:2,7	accurate	258:16	102:3
8 71:1	178:19	26:13	264:12	110:2
148:13	202:24	173:24	acquisition	124:5
8th 34:5	225:14	177:7	s 96:18	157:17
81:21	226:22	229:21,22	104:22	171:18,22
238:20	265:22	246:8	111:23	180:17
239:13	306:5,23	accurately	112:12	201:16
243:16	ABR 15:15	73:18	115:17	234:23
245:24	ABR234 15:2	144:20	145:25	235:3,8,1
<hr/>	abruptly	accusation	222:17	2 236:7
9	200:11	78:9 79:2	271:10	244:12
9 72:16	absence	achieve	286:9,18	279:10
152:2	172:4	46:23	290:22	280:19
9:30	absent	achieved	291:1,8	305:4
319:7,12,	206:17	205:11	across	acting 7:11
19	absolutely	achieving	193:7	11:14
94 40:15	154:11,24	105:5		32:24
				43:24
				61:6
				181:20
				192:4
				207:13

224:12,16 271:15 action 18:5 actions 89:16 actively 91:2 191:11,25 209:12 211:8 213:12 215:4 activities 5:10 90:11 262:23 activity 115:15,16 121:10 199:23 226:5 256:2 274:3 actual 26:17 actually 15:14 34:5 53:1 139:18 144:19 200:3 213:22 217:25 220:13 241:5 245:21 259:18 260:24 283:8 305:7 ad 29:20 30:11,21 add 42:25 75:24 169:18 added 149:9 157:14	additional 121:24 274:15 292:19 293:4,10 302:4,6,2 3 address 67:3 125:22 146:16 157:5 182:21,23 183:9 185:16 217:12 234:25 267:13,23 addressed 5:21 41:23 53:23 159:9 188:21 208:23 267:11,17 278:19 addresses 194:4 addressing 67:19 87:12 89:21 181:20 adequate 237:1 238:10 281:18 282:18 283:23 284:10 adequately 237:19 289:24 adhere 46:22 53:21 54:17	57:17 59:25 adhered 54:12 212:3 214:8,20 adherence 210:10 adjourning 319:25 administrative 122:20 178:12 183:15 admission 134:21 212:25 213:12 advance 60:11 121:7 271:25 advancing 47:8 134:24 advantage 313:22 advice 43:18,22 45:5,8,10 ,16,19,21 48:2 71:25 72:11 75:1,2,12 77:7,8,9 96:16 98:4 99:19 105:13,19 106:3,23 111:21 112:12 115:6 129:9,17 156:15 160:15,16	161:11 176:5 185:12 212:6,15 214:18 219:2 224:19 225:21 228:25 234:2 255:23 286:7 290:25 advise 28:14 61:6 78:12 160:8 advised 29:8 45:3 82:2 166:5 advising 44:4 82:17 86:8 217:14 239:7 287:21 advocate 118:19 263:16 264:11 Affairs 179:20 affect 63:20 affected 34:8 64:20 afraid 228:21 afternoon 16:9 94:21 102:10 140:5 142:16,18	159:18 161:25 193:7 221:10,12 agenda 13:6,7 ago 135:1 138:14 187:3,4 agreeable 94:23 agreed 133:18 189:3 agreement 21:6,7 24:5,8 25:6,7,15 26:12 89:18 100:9,10, 20,24 102:13 103:4,5,6 107:2,3 136:24 148:18,19 150:7 151:5,6 154:25 164:13 168:18 169:22 174:1,6 210:9 212:1,9 214:9,11, 13,14 215:5 216:15 254:25 277:6,22 281:2 285:15 293:23 294:2,4,6 ,7,11 295:24 296:5
--	---	---	--	---

agreements 5:23 21:5 24:4 25:18,21, 22,24 26:5,8,17 ,18,21 134:9,22 148:23 149:11,18 150:1,4,1 0 151:1,22 152:21 164:8 176:6,7,9 ,13	ALE192 104:7 252:16 253:17 292:2 ALE2196 10:5 ALE2209 13:1 ALE3463 248:1 Alectra 2:7 142:20 221:15,19 223:5 alerting 21:25 allegations 67:6 alleged 139:6 alleging 180:5 alleviated 90:24 Alliston 139:11 allocated 308:19 allow 11:11 80:16 186:6 312:19 allowed 136:10 allowing 123:4 Almas 12:22 16:4 17:18 18:25 19:7 29:2 35:21 38:14 47:7,13,2	5 70:25 71:18 72:4 73:3,13,1 8 77:19 101:19 152:12 176:18 199:7 277:25 280:9,16 283:3 284:3,13, 15,21 290:12,17 Alma's 30:9 Almas's 90:6 already 157:13 190:18 268:1 275:22 292:12,23 296:4 301:19 alternative s 70:5 261:1 am 57:11,15 126:1 144:1 175:14 198:16 218:21 260:15 281:23 308:25 amalgamatio n 166:3 amend 40:15 amended 152:11 153:12 amendment 39:23 41:7	154:13 amendments 29:22 30:13 151:24 amiss 67:24 among 85:16 95:14 131:5 amongst 20:5 amount 134:14 197:15 215:21 amounts 195:19 ample 134:3 and/or 44:3 166:23 annual 214:12 answer 6:10 8:2,5 26:24 63:9 64:14,23 80:13,17, 18 192:13 199:20 204:21 206:13 211:18 216:9,10 218:16 228:20 231:18 253:12,15 281:22,23 282:12,17 286:22 312:20 answered 128:24 211:23 216:18	312:11 answering 79:19 211:22 218:21 answers 135:8 146:8 209:13 224:6 269:15 289:20,23 antici 302:20 anticipate 219:6 anticipated 166:3,7 anticipatio n 143:19 167:5 318:21 anxious 18:25 anybody 43:18 143:20 anyone 56:10 137:19 186:25 236:24 240:18,25 246:25 252:10 271:15 273:15 284:19,23 296:1,17 298:13 300:2 314:9 316:5 318:24 anyone's 146:14 anything
---	--	---	---	--

42:25	123:17, 22	122:19	315:7	86:14
47:18	124:25	274:17	appreciated	89:17
65:5	apparently	292:21	128:14	158:16
67:23, 25	95:16	applicant	appreciatio	205:22
74:17, 20	310:18	61:13	n 61:4	304:15
79:17	appeal	application	approach	approve
99:11	205:21	307:4	89:21	30:10
103:16	appear	applied	119:22	263:8
165:19	10:8, 14	235:21	169:23	approved
206:3	23:25	307:2	215:10	29:20
214:9	73:17	308:1	265:8	30:15
216:13	115:4	applies	approached	296:12
217:13	173:21	53:21	60:12	305:17
233:3	186:5	88:2	63:13	307:3, 17
235:15	195:12	172:21	77:9	Approximate
237:25	212:3	apply 88:2	228:23	199:4
244:16	228:11	171:22	229:9	approximate
247:18	appearance	172:3, 18	240:19	ly 310:16
252:6	56:8	207:3	241:15	April
267:22	234:19	271:12	261:3	29:1, 17
268:21	267:8	309:7, 11	296:16	88:12
281:23	271:11	appoint	314:24	91:14
283:5, 25	APPEARANCES	28:22	315:15	246:18
295:24	2:1	40:24	approaches	ARB0000023
301:10	appeared	appointed	120:8	4:4
314:10	164:24	42:12	268:11	ARB0000496
316:25	appearing	appreciate	approaching	4:7
anyway	168:18	87:21	63:7	ARB14 20:13
252:21	appears	108:18	65:19	ARB23 22:9
apart 87:7	11:12	109:4, 23	appropriate	195:1, 5
289:8	13:5	112:24	33:12	ARB234
apol 308:22	14:10	128:18	53:9	148:8
apologies	15:23	137:12	64:13	195:2
249:1	18:10	138:9	67:19	area
apologize	22:11, 12	141:20	159:6	48:17, 25
53:6	24:3, 21	162:1	236:19	61:19
97:24	101:16	174:14	237:22	68:6
127:1	137:7, 16	192:16	264:18	125:12
175:6, 23	169:22, 24	197:9	270:15, 16	137:25
182:12	189:18	209:3	274:25	163:1
187:4	194:25	210:17	275:6, 13,	167:9
190:4	239:11	220:2	19	217:2
202:24	301:22	232:24	298:12, 16	218:10
223:9	appending	258:22	311:6	219:19
258:9	294:20	260:6	appropriate	257:23
282:14	applicable	272:18	ly 118:11	266:19
289:17	121:25	278:8	approval	304:25
308:22		297:23		
apparent				

318:3	aside 167:4	232:9	188:13	314:25
areas 91:1	189:4,14	269:19,23	205:8	315:25
95:25	202:12	assisting	210:18,20	316:2,21
190:24	aspect	260:11	290:6	317:23
193:14	46:11	287:23	attaching	attribution
258:7	52:12	associate	91:16	146:25
aren't 38:9	165:21	1:7 2:4	attachment	audit 70:16
argue 174:9	193:2	5:19	104:5	81:23
201:19	aspects	10:13	152:16	85:23
argued	150:19	associated	159:4	88:22
120:12	169:21	86:20	attachments	89:5
174:10	assent 40:6	87:1	195:9	90:22
argument	assenting	195:12	attempt	91:8
136:6	58:11	associating	40:15	238:19
138:9,13	assertions	311:16	46:1	239:16,22
141:18	66:9	assume	attempts	242:17,18
arise 62:18	assess	13:22,25	142:3	243:16
82:20	87:16,17	60:9	290:8	246:17
119:18	assessment	77:21	attend	248:24
132:9	64:20,24,	78:4,13	12:21	251:9
265:24	25 78:22	114:13,25	14:15	audits
arm's 205:9	135:7	119:23	218:10,13	242:18
arranged	asset	177:20	attendance	244:6
273:22	148:12	182:18	217:4	249:4
arrangement	176:8,9	185:24	239:13	August
83:11	308:20	191:7,13,	246:19	113:3
122:15	assets	18 196:7	301:21	Aurora
arrangement	85:19	198:3	attended	223:1
s 9:23	250:5	240:10	139:7	authority
arranging	assist	281:18	176:15	40:22
108:15	14:13	306:2	attending	authorizati
299:6	17:2	assumed	139:20	on 143:2
arrived	42:17	37:14	239:20	148:2
275:16	49:8 68:3	assuming	248:8	273:4
articulate	82:15	13:25	299:12	authorized
195:18	105:4	15:2,15	300:24	107:24
articulated	107:9	76:5 80:4	attention	121:6,10
59:13	114:22	112:18	14:11	145:1
173:16	115:12	assumption	68:2	148:17
209:17	232:22	240:13	117:3	150:8
articulatin	244:25	266:22	186:18	151:6,14
g 72:8	255:21,24	312:17	253:7	257:4
ascertain	259:5	assurance	286:1	271:24
65:15	assistance	165:7	attic	273:1
	56:17	attached	301:9,10	274:2
	107:10	88:14	303:18,22	authorizing
	125:11	91:20	313:12	140:21
				141:3

144:11	260:5	151:16,23	281:17	believe
146:5,12	265:13	152:9,15,	299:23	12:11
available	273:14,17	25	basis 18:4	13:10
41:17	279:1,11	153:3,7,1	33:9	18:6 22:6
70:22	281:23	0,18,24	150:10	33:18
94:20	282:20	154:2,5,7	151:22	34:3
avoid 61:23	285:10,20	,10,18,21	240:13	35:13
173:12	286:11,12	,24	313:18	36:15
225:5	287:20	155:2,4,7	bearing	41:6,10
aware 8:23	288:12	,10,14,18	98:13	42:12
21:10,22	293:4,7,1	,20,23	became	46:19
50:8	3,15,20	156:2,7,1	128:23	47:14
53:20	296:13	4,18,22	221:18	52:24
54:17	303:22	157:2,9,1	223:15,17	54:8 55:5
57:14,15,	312:16	2,17,23	,24	59:5 67:3
20 144:1	316:24,25	158:1,9,1	224:13	68:20
158:3	awareness	3,18,23	227:6	70:12
163:14	318:2	159:2,15	230:1,4	72:9
169:12	away 38:16	160:3,7,1	246:21	90:22
179:15	awkwardly	4,19,24	247:4	104:5
180:14	240:9	161:8,14,	270:18	116:23
187:1,7,1	awry 67:24	18	276:11	134:21
6 188:10		balance	304:6,10	160:17
190:2		184:25	312:15	167:2
194:5	<u>B</u>	baldly	become	172:6
199:6	background	61:15	218:4	173:3,5
200:14,15	39:16	bargained	223:13	181:19
,20 201:6	104:16	163:19	224:3	187:17
202:20	109:25	168:18	227:11	188:3
205:12	145:11,24	Barrie	303:22	191:4
206:9	176:2,4,1	84:13	becomes	192:5
207:11,20	7	223:2	36:10	194:5
208:8	Bain 2:8	243:8	beginning	195:25
209:11,14	3:9	245:12	69:6	205:14
213:6	142:15,16	257:18,24	81:13	207:2
215:8	,19,20,23	258:10,11	begins	220:7
223:13,16	143:1,4,1	260:22	203:14	221:25
,25	2,21	Barrie's	behalf	223:21
224:4,14	144:2	258:5	11:14	226:11
225:23	145:14,17	based 61:3	121:11	227:20
227:11	,20,23	95:23	177:21	229:19
228:23	146:2	205:7	274:3	242:21
229:23	147:11,16	264:9	289:15	247:10
230:1,4	,20	310:15	behaviour	269:1,22
235:21	148:3,7,1	basically	54:13	278:17
246:21	2	67:13	belief	287:14
247:4	149:3,7,9	93:25	205:20	288:13
250:11	,16,22,25	277:5		291:5,16
251:16,20	150:17,21			301:16
252:10	,24			303:5
				305:18,20

306:4	282:11	247:11	71:21	blacklined
believes	benefits	Berlis	bidders	182:17
54:12	119:1	33:15	319:10	blackout
Belinda 2:8	311:15	43:19	bidding	316:13
3:9	Benson	152:13	71:9	blank 53:3
142:15,16	258:14	175:19	bill	blanked
,19,23	Bentz 68:17	191:5	185:2,6,7	196:15
143:1,4,1	69:17,25	216:2	198:8	blocked
2,21	70:10	best 26:25	billboard	197:6
144:2	73:4,7	51:4,24	316:21	board 81:24
145:14,17	74:10	58:6	317:3,25	82:10
,20,23	75:19,25	82:17	billboards	85:13
146:2	76:6,8,15	124:13	317:20	90:3
147:11,16	81:4,11,2	191:13,19	318:14	166:2,5
,20	2	199:7	billing	192:10
148:3,7,1	84:14,16,	205:10	174:18	205:2,10
2	17 86:8	211:24	192:22	248:6,8
149:3,7,9	88:13	212:16	billings	249:2,9
,16,22,25	91:8,15,2	218:16	139:18	267:15
150:17,21	5 92:13	261:3	194:20	298:13
,24	94:17,22,	276:20	195:11	305:17
151:16,23	25	299:19	197:19	boardroom
152:9,15,	95:3,14	319:9,11	198:15	299:9
25	106:19	better	215:21	bombshell
153:3,7,1	107:5	41:16	bills 239:1	186:2
0,18,24	128:6	50:1	bio 175:22	Bon 254:3
154:2,5,7	173:15	51:21	bit 15:7	Bonwick
,10,18,21	201:4	82:13	33:19	2:10 3:11
,24	225:18,20	108:9	59:21	63:14
155:2,4,7	226:10	202:15	78:17,18	64:3,17
,10,14,18	227:24	254:10	82:14	68:16
,20,23	228:8,11,	302:3	94:11	69:20,22
156:2,7,1	13,17,25	Bevilacqua	165:25	70:1,14
4,18,22	229:1,13	243:2,7	171:10	74:4,25
157:2,9,1	230:8	beyond	181:7,18	76:5,14
2,17,23	238:20	96:22	182:11	78:3,24
158:1,9,1	240:18,21	99:19	203:25	79:18
3,18,23	,23	101:21	211:22	81:10,17
159:2,15	241:6,7,2	112:8	223:17,20	82:7,11,1
160:3,7,1	0 247:14	208:23	240:9	5,21,24
4,19,24	254:22	226:2	243:10,23	86:7 87:6
161:8,14,	278:24	238:6,7	245:22	88:13
18	282:8	262:2	255:2	91:16,24
Bellamy	285:9,10	268:2	296:22	92:2
41:3	292:24	273:20	297:24	94:16,19
belongs	301:22	bias	300:14	95:3,15
36:6	303:7	59:14,19	315:22	96:7
benefit	310:10	bid 33:6		98:11
175:11	Bentz's			

100:8,21, 25 101:9,18, 24 102:6 103:11 105:1,14 121:2,12 122:7,24 123:17 125:2 127:19 128:5 129:4,9 131:5,13 132:19 133:20,22 137:3,7 139:25 140:11 141:17 171:1,2,3 ,6,18 172:2,7,1 5,23 173:5,9,1 4,18,22 174:13,22 175:5,22, 25 176:19 177:5,13, 19,25 178:14 179:6,11 180:10,14 ,23 181:5,17 182:1,8,2 2 183:2,5,1 0,13,14,2 5 184:3,9,1 2,15,16 186:1,21 187:1,7,2 1,25 188:3,9,1 0,19,22 189:3,15 190:1,8,1 2,17,20,2	1 191:2,21 192:15 193:3,19, 22,25 194:3,12, 17 195:2,5,7 ,8,15 196:5,10, 12,15,18, 23 197:3,8,1 3,17 198:12,21 199:2,5,1 2,17 200:6,10, 13,20 201:11 202:5,20 203:8,12, 16,24 204:9,14, 17,18,22 205:16 206:7,12 207:4,8,1 7,25 208:4,16, 19 209:16,22 210:5,12, 16 211:12 212:4,21, 22 213:6,10, 15 214:24 215:14 216:19,22 220:7 228:7,12, 13,18 229:2,8,9 ,14,20,24 230:8,9,1 6 231:19,20 232:20 233:5,19 234:3	235:5 236:21 239:10,22 240:6,19, 20 241:8,15 242:7 243:18 244:8 246:18 255:5 256:12 258:25 261:12 262:6,9 264:6,9 265:4,17 266:2,8,1 4 267:6 268:24 269:3 270:2 272:8,20 273:1,10 274:4,23 275:22 277:19 279:7,12 281:4,17 283:7 284:7,12, 14,18,25 285:15,25 286:12,24 287:20 288:10,20 289:13 290:3,14, 18,21,24 291:20 293:16 295:25 296:16 297:10 299:6 315:24 Bonwick's 77:13 79:7 81:5 103:8 203:14	219:23 253:20 295:6 298:14 302:4,6 book 175:2 200:21 209:10 books 39:4 boss 225:17 309:1 bottom 23:2 181:1,5,6 195:23 bound 177:16,17 boundaries 233:12 brand 318:2 breach 64:9 67:6 77:1,17 breaches 28:24 break 141:24 211:10 220:21 223:20 259:21 298:24 Breedon 2:19 51:1 Bri 95:14 Brian 68:17 69:25 73:4 74:10 76:14 81:4,10 84:14 88:13,20 91:8,15,2 4 92:12 94:17 95:14	106:19 107:5 123:24 124:12 128:6 225:18 240:23 280:5 285:9 310:10 Bridgepoint 233:21 brief 5:12 10:22 11:8 13:3 14:22 15:4,11 20:15 22:19 27:18 28:16 29:5 31:4 52:3 56:20 69:14 71:5 88:9 91:5,11 92:15,20 93:1,6,10 ,14 94:5 95:9 97:3 102:22 103:1,23 115:24 117:6,21 120:7 123:7 126:8,18, 23 127:21 128:1 130:15,21 131:21 138:23 139:1 140:19 152:7 158:11 167:14,23 168:8 170:24
---	--	--	---	--

181:3,24	209:23	119:21	107:15,17	42:11
190:10	215:7	132:13	112:3,14	140:21
193:7	bringing	186:17	114:3,17,	141:3
194:15,23	34:3	201:24	21 115:11	143:2,8
196:21	209:12	204:4	117:17	144:11,20
198:19	245:10	211:6	118:16	145:1
202:18	brings	286:1	167:18	146:5,11,
203:4,10,	40:21	315:18	168:6,13	12,21,25
22 204:7	broad	Brown	249:25	147:1,9,2
219:19	173:19,21	181:20	251:4,7,1	2
222:22	broaden	182:14	3	148:2,5,9
228:4	54:24	183:15	255:15,20	,15 149:8
229:17	broadened	184:18	256:19	152:4,11
238:14	313:2	185:24	263:13	154:6
239:4	broader	206:20,24	bulletin	156:15
243:12,20	32:22	,25	43:14	158:20,24
,25	39:6 78:8	207:3,13,	bullets	159:21,24
246:5,13	79:1	19	174:9	161:6,12
248:3,15	97:17	208:2,21	bunch	162:11
252:18	107:1	209:8,11,	205:25	209:1
268:10,12	237:24	24 210:2	bundle	210:4,11
270:10	270:17	211:2,3,2	308:14	212:2,9
278:6,15	273:20	0	burden	214:7,16,
285:6	broadly	213:19,24	41:19	19 216:16
292:4,10	34:15	214:4,5	bureaucrati	bylaws
310:1	256:5	215:4,16,	c 116:4	176:13
briefing	286:16	25	business	bypassed
114:12	brother	Brown's	78:10	164:2
briefings	63:13	185:1,20	90:10	<hr/> C <hr/>
114:4	70:19	budget 69:6	107:20	camera
131:6	71:8,20	70:6	112:6,17,	180:11
193:10	82:22	85:18	19,22	218:4
255:9	99:20	90:5	113:1	Canada 83:2
briefly	105:11	250:4	183:17	245:13
35:3 67:8	229:24	build 96:2	255:8	CAO
71:3	234:12	116:18,19	256:23	33:10,16
222:4	241:24	117:10	307:16	47:1 90:3
bring 15:1	271:12	262:10	businesses	140:6
32:9	285:25	318:2	306:19	177:23
35:14	297:11	building	busy 205:25	178:4,18,
68:1	brother-in-	213:8	205:25	22
137:13	laws	bulbs	buying	179:4,24
163:2	34:11	306:18	253:3	180:1,4,2
167:11	brought	bulky 27:16	bylaw	0 181:21
173:11	14:11	bullet	17:3,6,9,	185:13
180:25	35:23	44:22	15,19,24	186:3,16,
194:13	42:7	82:12	18:5 34:5	22 188:23
195:15		106:24	35:6,23	189:11,17
202:22				
208:24				

,21	category	265:8	181:1	39:24
196:16	177:4	278:22	185:20	202:25
206:18	265:1	287:3,7	186:15	characteriz
207:1,13	295:16	288:4	310:8,9	e 49:25
214:4,5,1	caught	305:8	317:19	charge
0 218:9	119:9	307:1,2	chair 90:5	23:12
231:13	cause 145:8	311:25	164:20	307:4
232:4	168:15	certainly	200:24	chat 185:10
237:8	169:5	43:21	201:3	CHEC 313:17
282:7	289:2	56:7 66:6	Chairman	checked
292:24	cautious	108:24	90:3	67:22
capacity	253:4	110:1	challenges	139:18
138:19	CCI 105:2	112:20	119:21	Chenoweth
266:16	119:13	157:12	132:12	2:16 3:7
271:16	121:4,22	161:8	Chambers	5:6,7,14
capital	262:5	187:10	1:18	6:4,9,12,
176:9	265:20	188:4	champion	15,21
capture	274:13	224:1,20,	118:21	7:1,7,13,
256:5	292:18	21 225:10	231:14	19,22,25
care 34:19	CCI's 270:4	233:22	263:18	8:6,8,9,1
career	CDM 310:20	253:24	championing	8,19,25
179:10	ceased	257:17,19	264:18	9:5,9,16,
186:22	33:24	265:10	champions	19
222:21,22	centre	267:14	118:18	10:3,19,2
careful	297:14	286:18	263:15	4
242:12	CEO	295:16	264:21	11:5,10,2
279:16	68:17,19	302:18,20	288:23,24	2
carried	90:2	304:25	chance	12:2,7,12
30:16	224:1,4	314:1,6,1	168:6	,16,20,25
carry 41:19	225:18	8	change	13:5,12,2
220:21	267:16	certainty	152:19	4
305:12	316:6,11	208:14	154:19,22	14:2,13,1
case 25:12	CEO's	Certificate	155:11	9,24
42:4	225:15	3:21	157:20	15:6,13,1
44:24	certain	certified	312:22	9,22,25
63:21	36:8,9,14	175:14	changed	16:1,7,12
85:25	,17 42:16	176:20,24	154:16	,17,22,25
96:2	51:20	320:3	changes	17:8,12,1
116:18,19	65:24	certify	119:17	4
117:11	98:6,12	177:3	132:3,8	18:10,13,
235:22	99:8,14,2	cetera 41:6	153:24	19
241:11	2 101:24	249:15	155:24	19:6,13,1
251:11	122:9,11	CFO 91:15	157:18	6,22
262:10	142:3	100:19	186:4	20:12,17,
309:4,15	166:25	chain	265:23	21
casual	193:17	49:15,21	chapter	21:2,13
178:6	207:22	178:23		22:1,7,21
		180:2		,25
				23:5,6,9,

15,18,20, 21,24 24:2,7,11 ,24 25:3,10 26:1,9,14 ,20 27:1 52:6 56:23 79:5,10,1 4,20 80:1,19 134:24 135:11 138:14 194:25 195:4 269:20	287:18 cite 17:25 53:8 159:21 202:25 314:15 city 61:22 75:1,12,2 1 124:1,4,9 175:16 243:7,8 CJI0009231 4:5 29:3 CJI6303 5:10 claim 308:14 clarificati on 10:5 168:14 173:10 178:8 183:7 192:16 clarify 98:22 185:4 223:7 clarifying 77:1 167:18 clarity 8:11 134:1 Clark 6:6,13 7:8 9:3 11:16 16:4 20:18 21:9,16,1 8 24:13 25:13 26:23 143:24 144:7,13,	18,22 145:4,6,7 ,9,20 162:8 163:13,24 165:8,13 191:10,22 192:19 193:16 194:6 202:21 203:2 204:1 205:4,5,2 0 213:21,24 214:2,3,1 8 216:5 Clark's 144:4 169:3 202:22 216:6 clause 17:18 18:3 19:1,11 141:2 148:15 152:18,19 153:11 154:14 155:11 156:4,19 157:7 158:7,15, 19 163:18 167:19 168:23 clauses 18:1,8 159:23 cleaning 27:21 clear 9:1 20:1 21:14 25:4 26:21	33:4 38:8 63:11 64:2 76:16 80:3 116:21 118:3 143:15 161:13,15 171:9 236:21,24 244:23 262:13 280:22 288:5,22 clearance 124:3 clearer 249:1 clearly 54:11 72:19 83:6 89:6 104:16 115:9 134:12 182:2 186:3,4 195:17 200:16 211:5 215:3 clerk 33:17 47:2 48:1 73:22 75:1,12,2 1 90:6 101:4,13 121:16 123:19 124:1,4,1 0 137:5 148:16 176:18 177:23 218:9 236:17,23 237:7,21 273:21 274:8,21	275:1,8,1 0,14,19,2 3 276:11,19 ,22 277:1,15, 25 278:22,25 279:8,13 280:8 283:3 291:10 292:14 clerk's 73:6 124:20 146:18 client 7:15,17 8:15,16 9:18 18:2,17 108:23 119:6 127:16 134:5 135:21,25 143:17,18 146:12 153:14,16 156:12 157:13 158:2 160:5,8,1 2 161:6 162:9,10 177:22 178:13 179:15 180:11 204:3 212:6,15 216:7 219:6,8 228:22 clients 20:6 49:8 83:2 86:9 152:11,17 153:4,11
--	--	---	--	---

155:11	56:1,15	143:16	151:9	287:8
156:3,9	172:3	148:22	163:25	combination
191:19	177:14	172:25	164:22	107:20
client's	196:7	183:16	166:2,12,	combination
135:8	201:17	190:6	18 192:4	s
146:12	235:25	198:23	194:9	112:6,17,
155:16	codes	205:11,12	196:16	19,22
close 151:5	28:21,24	206:17,25	200:24	255:8
215:15	40:23	207:11	207:19	256:23
247:11	41:5	209:7	209:4,8,9	comes 61:17
317:15	52:15,21	211:20,22	,25 211:3	67:21
closed	53:23	212:8	214:10	163:3
51:14	56:11	215:8	217:7	301:12
59:11	coincides	229:25	222:14	comfort
113:14	318:6	233:10	223:4,13	236:25
217:5	colleague	235:24	224:2,4,2	237:9
219:1	198:4	245:2	4 227:3	246:23
223:1	206:15,19	250:2,24	230:10,12	comforted
closely	213:13	257:14	,16	289:11
100:2	colleagues	258:12,17	231:24	coming 62:9
177:10	45:4	,23 263:4	232:3	98:7
207:5	191:23	264:11	238:17,18	155:21
closer	204:4	266:6	,22,25	193:10
258:11	205:2	271:9	239:8	258:19
closing	211:8	274:9	240:4,7,1	287:3,8,1
13:6	Collingwood	279:14	5	9 288:5
14:16	1:2,17,20	280:8,14	249:16,24	305:16
95:24	2:18	286:20	250:11	307:15
159:8,10	21:19	318:7	251:9,17,	314:11
170:5	29:10	Collingwood	25 252:10	319:12
205:21	32:12,25	's 68:23	256:10,12	commenced
209:10	33:20	82:18	,18	175:14
296:15,21	42:4,8	Collus 2:21	258:23	commencing
clue 118:21	43:24	7:12,16	259:1,2,2	5:1
co-branded	44:5	8:15,16	5	142:13
317:25	44:5	9:25	260:5,13	comment
code 28:22	54:21	13:15	261:9	17:17
29:10,21,	56:1	50:3	263:4	50:11,12
23	75:10	81:23	270:23	57:8
30:12,14	82:23,25	82:4,21	271:20	78:24
32:20	83:5	85:23	274:4,12	79:4 80:2
34:6	85:17	86:20	289:15	101:21
35:15	89:2	87:2 89:1	292:17	124:18
41:7,11	90:4,10	90:2,3,9	297:11,18	146:13,22
42:6 47:3	98:5,14	91:3	298:13	150:19
54:3,10,1	99:22	121:11,21	305:6	151:2
6,21	101:5	122:5	312:1	153:11
55:20	102:13	124:7	313:7,12,	156:23
	121:16	131:18	17 314:24	
	137:4	145:2	317:24	
			com 224:18	

170:13,14	88:23	,18,22	compatible	41:3
174:17	89:5 91:9	233:8	50:3	con 129:2
202:6	238:19	241:25	compensable	250:15
commented	239:7,16,	253:19	103:11	294:6
147:1	23	255:24	Compenso	306:16
206:1	242:17,19	278:22,25	81:5	concept
commenting	243:16	279:1,5	89:19	59:8
146:4	244:6	290:25	90:16	164:22
comments	246:17	304:9,12	109:12	257:9
56:25	248:24	communities	131:25	concern 6:2
80:5	249:5	258:10	132:5	79:21
107:9	251:9	311:25	253:19	83:15
123:21	committee's	community	254:5	90:18
143:18	90:23	51:20	262:9	145:8
147:9,10	common	190:24	267:6	169:5,7
155:16,21	34:11	230:21	competent	179:25
174:14	235:15	261:17	49:7	210:1
187:9	259:19	262:23	competitive	230:22
commission	communicate	266:5	261:16	231:16
44:15	189:23	290:19	complaint	234:15,16
107:11	229:4,7	companies	34:7	,18,24
113:1	253:4	104:23	complementa	236:3
175:11	269:8	294:12	ry 177:9	289:2,5
commissione	communicate	company	complete	298:4
r 28:23	d 253:2	78:6 79:1	27:20	312:16
29:11	269:5	81:5	126:15	concerned
40:25	communicati	96:14	278:2	67:18
41:25	ng 119:1	103:8	319:14	234:8,20
42:12	315:24	106:2	completely	244:14
commissione	316:2	111:19	67:9	267:8
rs	communicati	113:17	completeness	288:3,8
41:6,12	on 84:12	122:24	146:22	concerning
commissione	233:7	233:7	147:18	89:1
r's 32:13	277:19	241:25	complex	224:24
commitment	278:23	253:20	48:24	concerns
89:9	280:1	280:11	complexitie	68:6
committed	281:8,16	286:5	s 250:19	90:23
104:20	304:21	compare	compliance	185:11
committee	315:17	106:13	48:2	208:22
29:21	316:14,17	220:6	214:15	209:4,18
30:11,21	communicati	compared	compliment	234:3,7
39:17	ons 81:5	238:25	191:8	236:8
40:3,17	103:11	comparing	comply	244:16
70:17	105:4	106:9	216:15,16	247:23
81:23	106:7	107:8	computer	266:8,14
82:3	115:7	150:7		267:5
85:23	129:14	comparison		289:22
	224:11,14	174:23		297:9

316:5	55:21	284:3	77:2,17	cons 131:25
concise	56:2,11	confirmed	83:6,7	conscious
118:1	172:3	72:7 83:5	86:17,21	314:19
conclude	177:14	129:2	87:8,24,2	consequence
137:20	201:17	139:19,20	5 88:1	s 45:12
181:10	235:25	167:4	99:4,6	conservatio
305:25	conducting	194:7	101:23	n 304:23
concluded	269:8	199:19	102:2	305:10,12
205:17	conference	235:9	110:1	,15
314:14	16:8,16,1	241:23	124:5	306:15
concludes	8,21,23	244:13	125:23	308:19
137:25	24:12,23,	284:4	171:22	consider
concluding	25	confirming	172:12	63:15,22
136:11	25:5,18	125:6	179:18	78:5
conclusion	88:16	confirms	234:18,19	81:19
8:21	159:12,13	277:25	,22,23	104:15
307:21	,17	confli	235:2,3,7	146:16
conclusions	161:25	271:11	,11,12,14	155:24
32:12	162:9	conflict	236:4,7,9	178:9
condition	confidence	28:8	237:9,10	207:10
102:12	187:13	32:21	244:12	250:10
159:8	189:16,17	34:17	267:3,4,9	263:4
273:5	confidentia	36:2,7,20	,24	297:10
276:16	l	38:10,19	271:12	considerabl
conditional	103:9,13	39:6,8,11	273:2	e 145:24
36:18	133:16	40:15	279:9	222:20
conditions	163:23	43:21,22	280:18	considerati
89:18	266:10	44:6,9,12	297:9	on 32:17
98:6,10,1	294:19	,17	conflicted	65:23
2,18,25	295:16	46:10,14,	55:3	78:19
99:8,9,14	confidentia	16 47:9	65:17	88:22
,16,23	lity	48:3	conflicts	99:3
245:4	52:8,10	52:11,16,	57:2 62:8	169:10
287:3,7	60:6 67:7	18,25	confused	191:25
288:4	104:2	53:20	133:25	227:2
conduct	294:2	54:14	153:19	235:13
28:21,22,	confined	55:3,20	171:10	237:24
23,24	57:9	57:2,9,17	181:18	265:13
29:10,23	confirm	59:25	confusion	306:2
30:14	23:3	60:1,5	75:23	considerati
32:21	73:15	61:19,20,	connected	ons 69:7
34:6	86:21,23	23 62:17	314:17	261:10,11
35:15	103:19	63:23	connection	considered
40:24	194:5	64:9 67:6	230:12	260:8,25
41:5,8,11	206:15	70:20	290:15	266:19
42:6	confirmatio	72:10,18,	connections	297:23
54:22	n 124:9	21 74:16	37:1	considering
	128:5	75:15,18	266:5	
		76:17,21		

71:9,21	261:18	268:9	297:7	37:16
86:5,6	consultant	279:8	316:12	40:19
211:1,2	82:8	288:24	contemplati	43:10
229:14	85:24	289:14	on 293:17	50:24
230:9	171:23,25	316:6	content	53:16
231:19	172:19	contacted	9:23	58:24
235:11	239:10	86:13	35:8,12	62:12
251:20	240:6	contacts	47:2	65:3 67:1
256:8	251:10,18	41:17	87:15,20	80:24
258:16,24	266:16	70:1	111:16	84:9
265:4	271:16	78:11	114:9	93:23
297:9	272:16	265:5,6,7	117:18	97:20
310:6	294:13	contained	129:5	104:13
considers	consultants	76:18	130:8	105:25
54:2	205:9	174:4,6,1	148:24	111:8
consistency	233:21,23	0 279:23	149:12	117:8
9:24	,25	294:6	150:2	123:9
consistent	consultant'	contains	152:22	127:14
24:13	s 172:4	183:9	156:15	136:19
43:17	consultatio	contemplate	204:24	137:23
59:3,6	n 39:17	262:25	300:11,12	139:3
105:8	40:2,16	264:8	CONTENTS	163:11
118:1	consulted	295:19	3:1	177:1
consistentl	296:12	contemplate	context	183:13
y 47:25	316:20	d 104:1	61:9,14	184:15
consolidati	consulting	233:19	92:6	188:9
on 231:8	100:20,24	262:9	216:12	190:20
233:15	121:22	270:21	225:20	195:7
250:17	229:10	272:7	230:9	204:17
257:23	241:25	273:6	316:18	212:21
263:21	274:13	277:21	contiguous	225:13
264:12,16	292:18	282:23	258:4	269:25
consolidati	consumer	285:14	continue	299:4
ons	308:2	286:24	89:11	309:23
250:21	contact	289:13	92:23	315:20
constant	69:17,19	295:12	94:13	317:17
119:13	96:4	301:8	138:2	continues
132:5	116:2	302:17	142:1	89:14
265:20	118:8	contemplate	195:20,21	134:9
266:2	119:14	s 246:16	196:19,23	contract
288:24	120:6	268:25	245:20	95:18
constituenc	131:25	273:25	298:20,23	122:18
y 233:12	132:5	284:12	continued	134:8,22
constraints	153:16	292:13	3:6 5:5	135:6
57:5	188:12	299:6	8:8,18	136:25
constructiv	263:12	301:19	15:25	189:2,4,6
ely	265:17,20	contemplati	23:5,20	,8,9,11,1
	266:2,9	ng 264:22	35:19	4 264:1
				268:2
				272:16,23

273:2	264:14	289:12	corporate	153:1,5,1
290:6	266:13	290:13,23	104:19	2
contracted	269:3	297:18	145:18,21	154:7,16
103:10	273:10,15	cooperation	221:14	155:8,12,
contracts	276:5	311:12,17	222:1	25
125:13	318:13	cooperative	corporation	156:5,9,1
contractual	conversion	313:18	2:8,22	6,20
238:8	306:18	Cooper's	13:15,17,	157:8,15
contractual	conveyed	92:1	23 63:16	158:20
ly 236:15	178:12	127:16	68:18	159:1
contradicto	232:4	188:18	249:13	160:15
ry 44:24	Cooper 2:12	coordinated	correct 6:2	161:17
control	5:18	200:24	7:5 8:21	171:15
215:6	16:3,13,1	coordinatin	9:7,15	177:24
300:7,10	4 17:17	g 304:11	12:24	196:11
controversi	18:24	coordinatio	16:11,24	197:16
al	28:2	n 304:12	19:13,20,	206:20
61:18,24	30:17	co-owned	21 20:8	215:18
convened	38:15	245:10	22:5 24:9	221:15,16
201:10	49:16	copied 6:7	25:7	,21 282:4
convenient	50:2	16:10	26:23	283:14,18
66:15	63:12,22	128:14,19	36:12	293:2
conversatio	64:2 65:6	161:22	38:11	309:13,21
n 16:14	67:5	253:6	43:25	310:24
18:21,22	74:18	278:9	44:7,13	313:9
19:9,19	78:13	283:3	51:7,16	320:3
47:22	84:15	copies	58:8	correction
178:5	85:2 90:4	11:18,23	60:2,8	101:10
181:13	92:12	12:9	64:4,23	105:15
225:20	94:17,25	108:16	65:11	187:10
226:17	96:8	178:21	72:17	220:3
227:22	105:10	277:25	76:22	correctly
229:5	106:20	copy	78:15	174:3
241:10,13	107:5	6:5,13,16	117:1	186:16
,21 265:3	126:13	9:12 17:9	120:18	corresponde
304:22	128:12,14	35:5 73:3	128:23	nce
306:2	129:2	108:9	129:24	9:2,11
307:2	131:10	110:18,23	133:17	11:24
conversatio	132:14	146:20	139:22	12:3
ns	152:12	147:8	144:12,18	14:25
21:15,18	165:23	186:9	,21	15:2,8,14
46:25	173:15	280:24	145:3,13,	278:10
229:2	200:17	copying	16,19,25	281:3
235:6	201:2	152:13	147:23	290:15
240:18	219:21	Cor 154:21	148:6,11	Corrine
254:14	229:24	Corp 148:22	149:1,2,1	6:16 7:8
257:12	285:9,24		4,15,19	10:14
	286:13		150:20,22	11:13
	287:21		,23	25:13
	288:6		152:14	

192:3	0,20	14 13:14	92:3	cu 308:2
193:16	172:20	27:11	crane 30:6	Culture
213:13	176:15	44:15	create	262:21
cost	177:22	48:6	89:20	currency
308:6,7	179:15	75:1,2,3,	created	37:20
310:19,23	180:8,19,	13 169:6	177:3	current
costs 305:8	22 187:15	194:18	creates	29:21
308:14	188:14,24	221:14	67:25	30:12
312:22	189:11,12	222:21	189:5	34:4
Cou 96:24	,16 190:6	235:9	creative	57:15
coughed	217:12	269:19,23	311:10	70:7
27:10	218:4,13,	counter	312:4	82:22
Counc	17 219:2	19:8	credit	86:16
242:21	231:13	counter-	236:20	87:6
Council	237:19	party	criteria	currently
1:18	259:14	143:7	102:5	37:3
21:20	261:21	144:10	critical	82:23
29:18,20	263:8,20	146:4	69:8	221:13
30:10,20	264:11	county 42:1	119:21	customary
32:11,18	265:6	couple 5:9	132:12	294:12
34:7	298:4	27:21	206:3	customer
36:11	318:7	35:12	cross	239:1
37:7,10,1	councillor	171:9	127:16	customers
3,16,20,2	45:9,12	178:3,17	217:3	307:7
2 43:23	53:20	261:22	282:13	cut 135:1
44:4,16	55:6	coupled	cross-	
45:18	61:22	197:21	examinati	
46:21	64:24,25	course 5:9	on	<hr/> D <hr/>
51:10	65:14	30:5	3:6,8,9,1	daily
54:11	172:1,5,2	119:3	0,11 5:5	150:10
58:4	2 242:22	122:1	27:24	151:22
59:14	councillors	274:17	142:15	Dan 242:21
60:12	28:21	284:2	162:18	date 123:24
61:2,6,7	40:24	292:22	171:1	139:10,15
63:4,7,21	48:2	294:25	205:19	187:5
64:3 69:5	51:3,4,23	court 59:13	cross-	240:1
70:8	54:13	175:2	examine	253:25
72:20	57:16,21	200:21	134:3	279:12,18
73:24	166:4	282:11	cross-	285:11
75:9	172:9,18	cover 92:2	examined	299:13
82:19	councillor'	122:21	135:21	303:24
83:7 88:3	s 51:13	128:21	crossing	304:1
102:4	59:23	270:14	228:21	318:5,8
151:6,13	Councils	294:23	cruise	dated 16:2
158:16	261:23	covered	22:15	20:18
159:7	Council's	244:3	covering	29:17
165:3,13	189:21			34:5
168:13	counsel			
169:4,7,1	2:3,5,10,			

92:10	192:4	decision-	124:19	238:2,4
100:2	205:8	maker	deliberatio	239:15,24
103:4	206:2	263:5	ns 70:7	240:8,14,
105:9	209:9	decision-	delineating	22
107:4	210:18,19	makers	265:5	241:9,14,
130:25	,21	255:10	deliver	17,22
140:2	214:10	263:1,7	178:20	242:9,20
219:21,22	218:12	288:21	deliverable	243:1,5,2
254:1	249:24	deck 248:19	205:6	2
279:10	dealing 9:6	declaration	deliverable	244:1,9,1
310:4	60:4,5	60:7	s 116:17	7,21
dates 190:5	65:1	61:9,15	232:13	245:7
daughter	110:6	63:5	262:4	246:2,7,2
61:13	114:15	declare	268:5	0
day 6:17,19	188:14	55:6	delivered	247:2,9,1
21:18,25	214:25	61:22	207:9	5,24
24:9,20	271:20	71:19	210:22	248:10,20
26:5 30:3	deals 144:8	declaring	268:25	,23
33:18	150:9	61:12	Dennis 3:15	249:6,8,1
34:5 52:7	151:22	deemed	144:24	1,18,22
70:10	dealt	20:10	151:25	250:8,13
81:15,21	176:14,15	34:16	221:7,12,	251:1,5,1
140:18	319:13	36:3,4,5,	16,20,25	5,19
141:3	Dean 90:2	10,23	222:6,18	252:2,13,
162:7	debt-equity	40:4	223:9,11,	20,24
168:22	164:23	72:20	15,24	253:11,14
169:8	December	83:7	225:8,11,	,22,25
176:16	38:5	178:7	17,22	254:4,7,1
184:22	42:13	236:19	226:15,21	1,20
189:10	69:18	defer 94:11	,25	255:14,18
241:18	226:11,12	146:3	227:8,14,	256:3,14,
days 95:24	258:15	deficiencie	25	16 257:16
169:5	decided	s 39:7	228:15,19	258:2,18
178:17	312:23	define	229:3,8,1	259:3,8
187:3	decides	233:11	5,22	260:1,9,1
day-to-day	261:9	defined	230:1,5,1	4,19
176:16	decision	13:14,21	1,18	261:13
deadline	61:24	definitely	232:1,8,1	262:18
168:22	96:4	291:7	2,17	263:2,6,1
169:8	114:5,14	definition	233:1,6,2	9
deal 33:12	118:2,24	32:22	0	264:4,13,
38:23	131:7,14	34:8,10,1	234:5,8,1	24
39:5 57:7	190:5	5	2,16	265:10,15
91:21,23	262:12	delay 127:1	235:4,16	266:3,11,
142:3	313:11	deleting	236:1,5,1	17,21
150:15	314:19		0,15	267:7,12,
151:4	316:20,24		237:4,11,	19,25
165:13			18	268:14,20
				269:1,7,1
				3,18
				270:12,22

271:5	304:6,16	238:9	46:23	263:11
272:1,4,1	305:11	292:24	desk 193:7	diametrical
0,21,24	306:9	describe	detail	ly 215:10
273:6,13,	307:5,8	113:16	63:17	dictates
17,19	308:3,6,9	222:4	199:23	38:18
274:24	,17	228:11	284:20	die 157:4
275:12,24	309:9,13,	281:7	detailed	difference
276:2,6,2	17,21	described	114:4	109:9
0	310:25	14:9	120:6	265:8
277:2,13,	311:5,23	18:24	131:6	different
18,23	312:7,14,	24:9 39:8	255:9	5:22 12:8
278:11,17	24	96:13	268:9	50:4
279:4,15	313:9,13,	106:1	300:12,22	52:12
280:2,21,	24	111:18	details	97:17
25	314:5,13	193:8	49:13	109:21
281:13,21	315:1,5,8	199:20	63:25	140:18
282:4,6,9	,11	212:19	189:6	193:5
,14,19	316:8,10,	229:1	238:22	194:6
283:2,14,	23	280:10	288:19	197:23
18,22	317:4,9	284:7,12	304:18	199:21
284:1,16,	318:16	286:4,13,	deteriorate	214:1,22,
22	319:3,21	17	d 207:20	23 275:4
285:1,12,	deny 20:25	describes	208:10,14	difficult
18,22	26:3	13:14	209:5	48:17
286:15	department	14:3	determine	66:6
287:1,9,1	31:15	228:7	29:22	315:2,7
3,24	dependent	285:9	30:12	difficulty
288:7,13	36:17	describing	determined	30:2 68:1
289:4,7,1	depending	247:14	45:24	79:19
7 290:1,4	48:16	248:18	determining	99:7
291:4,15,	deputy	description	59:14	108:13
20,24	30:18	4:2 96:9	232:6,10	109:5
292:15	32:15	106:8	develop	125:5,10
293:2,7,1	48:9,12	112:21	96:3	126:1
3,20	70:24	195:17	116:2	200:3
294:8,24	73:3,5,9	description	118:8	281:6
295:10,15	75:17,21	s 109:12	268:24	digests
,21	76:25	208:7	developed	175:20
296:2,8,1	77:20	deserved	271:1	diligence
1,18,24	83:4 90:5	266:25	developing	261:7
297:5,13,	139:8	designation	118:25	diminish
20,25	140:6	176:23	development	54:9
298:15	164:19	desirable	176:7,15	diminished
299:14,17	165:1,7	160:1	development	189:18
300:19	167:3	desire	s 98:10	dinner 66:7
301:2,5,1	188:17	200:2	develops	300:2
1,25	201:3	desired		
302:7,12,	236:22			
16	237:8,20			
303:8,20,				
23				

direct 36:9 57:7 72:22 83:8 117:3 124:11 178:25 209:2	103:12 137:3 199:7 201:20 202:4 270:19 273:1,11 290:5 295:25 297:3	201:8 202:13,15 ,16 234:20 236:11,14 ,16,22 237:1,6,7 ,25 244:14,16 ,25 267:11,21 268:1 269:12,17 270:3,17 271:4,23 272:12 273:20,25 274:10,15 ,23 275:3,11, 13 276:7,10, 15,18 277:1,14 278:1,2 279:13 281:14,17 ,24 282:17,24 284:9 289:22 291:6,10 292:13 294:11 296:5,17, 25 297:7 298:4,12 302:4,6,2 4 303:13	293:5,11, 18 discontinue d 176:25 discovered 17:11 discrepancy 124:19 discretionary ry 41:4 discuss 69:1,10 91:20 discussed 24:16 81:14 121:6 159:20 185:3 202:2 234:4 239:22 249:17 271:24 301:9,16 304:25 discussing 17:1,3,6, 15 25:5,14,2 3 57:2 70:3 300:25 301:20 discussion 21:24 24:20 25:21 43:4 91:17 92:5 124:11 162:8 179:2 200:16 213:20 265:11,16 299:22	300:17,22 303:7,10 317:19 discussions 21:8 22:2 77:13 82:3 136:22 261:4 293:9,14, 16 294:19 display 108:4 disqualifyi ng 59:19 dissatisfac tion 276:25 distinct 180:19 distinction 47:16 54:2 distributio n 104:23 146:6 divest 85:19 250:5 DNA 245:15 doc 4:6 22:22 docket 140:19,20 141:2 162:4,5,7 docketed 198:9 dockets 24:22 140:17 document 5:8 7:15 10:4,10 13:1,7,9,
directed 17:24 46:6 57:6 106:19 159:20 213:19 218:18	disclosed 60:15 101:1 102:18 121:13 135:25 237:19 271:17 274:6 284:21,25 290:18 291:13			
direction 18:7 89:15 171:21				
directly 44:6 85:10 90:13 99:21 252:20,23 253:5	disclosing 199:22 272:16,22 296:9			
director 68:18 84:12 177:23 218:9 297:11,18 304:8	disclosure 38:24 39:14,20, 24 60:13 62:25 63:20 68:4,6 83:13,16 90:8,19 95:6 99:15 101:6,11 102:12			
directors 81:24 267:15 304:7				
disagree 19:14,17 146:7 170:4 192:24	120:14,22 121:3,5,1 8 122:12 123:18 124:3 125:17,22 128:9 135:20 136:3,21 147:4 200:23	disclosures 101:25 121:24 122:10 123:23 125:1 270:7,24 271:6 272:9 274:15 285:16 292:7,20		
discarded 182:4				
disclose 61:2,8 62:15 63:23				

13,18,21	18,23	doubt 19:24	draftsperso	dwell 158:6
14:8 17:1	22:3	198:13	n 56:16	dwelled
19:1	42:15	207:17	drawing	158:8
22:8,9	108:14	dovetail	53:3	dynamic
24:15	109:16	167:8	drawn 117:4	269:9
28:11,12	175:9	dra 56:14	dress	309:16
29:9	182:3	draft 13:6	78:17	<hr/>
42:14,21	200:23	17:7,15	driven	E
54:11	226:10	46:19	49:1,3,12	earlier
67:11,12,	242:12	63:15	dubious	5:21
13,20	253:6	91:16,25	51:12,13	24:8,14,1
70:22	277:24	92:4,8,23	due 261:7	5 59:2
71:1	279:6,17	94:25	266:24	72:3
100:1	280:3	100:8,9,1	duplicate	124:18
102:25	288:14	0,20,24	190:17	128:4
109:20	318:9	103:4,20	during 22:2	144:8
110:18,19	dodge 61:18	107:3	25:5,13	159:11
112:1	dollar	123:21	26:21	165:9
116:21	174:15	129:4	37:19	171:8,9
123:11,12	213:2	136:24	56:24	207:5
127:25	307:25	143:17	57:23	269:15
129:1	dollars	146:11	68:21	276:14
130:18	95:22	148:5,15	122:1	early 37:22
139:24	122:21	149:18	134:3	119:18
143:15,16	166:14,23	152:4	173:1	223:18
147:6	195:11,25	157:18	188:14	226:11
163:2	196:25	158:5	198:23	227:6,9
164:14	197:18,19	159:19	213:3,22	228:14
172:9,11	198:3	160:4	222:5	earn 130:2
180:25	306:12	164:8,16	252:25	earned 89:7
228:2	done 55:7	269:16,17	274:17	earning
238:12	110:2	288:10	280:10	309:3
245:20	143:16	drafted	292:21	easily
248:12,13	146:17,18	91:23	296:22	208:20
253:17	158:3	95:5	duties	easy 61:17
285:4	169:13,15	105:11	27:21	289:7
288:10	204:25	128:8	115:12	Ed 5:19 6:7
298:18	212:16	149:1	180:18	11:15
301:18	244:13	150:1,16	255:25	16:4
308:11	251:25	265:4	duty	69:17,19,
309:25	259:18	drafting	51:2,4,9,	22 84:18
317:11	267:22	56:10	13 60:14	85:9
documentati	293:6	143:2,8	61:2	86:13,17,
on 43:7	295:5	144:11	62:15,16	19,25
76:11	door 259:12	145:1	63:23	87:1,7
147:14	dots 314:17	176:6,12,	64:2	90:1
documents	double	13	duties	140:6
10:15	59:10	254:3,8,2		
11:19,24		5 257:1		
12:10,13,				

147:10	85:1	314:23	186:2,15,	employment
152:1,12	138:20	318:24	23	189:2,4,8
154:20,23	181:11	319:18	194:7,13	,9,10,14
155:8,25	218:3	email	208:22,24	190:3
165:15	219:1	5:15,17,2	209:17,23	enacted
edify 10:7	301:23	0,21	210:8,24	35:22
editor	303:7	6:2,8	212:1	39:19
175:20	elaborate	9:12,13	217:15	encompassin
Ed's 155:16	175:10	10:12,25	228:7,12	g 271:19
educate	elaborating	11:3,6,13	269:4	encourage
264:15	7:24	,21 12:6	278:9,10,	313:14
educating	elected	15:20	18 279:23	encouraging
36:1	51:19	16:2,5,10	280:5,24	202:3
Edwin 2:16	61:7	,13 17:22	283:25	250:21
effect 40:6	68:22	20:18,24	284:11,21	energy
76:3,11	75:14	21:1,21	291:22	192:9,10
136:22	172:9	24:21	310:3,7,9	232:15
303:11	266:23	49:14	317:18,19	305:4,17
effective	election	68:16	,21	engage 75:9
147:22	34:1	69:25	emailed	176:10
effectively	187:11	70:1,6,25	70:24	engaged
186:9	electric	71:13	emails 10:8	78:25
204:25	238:25	73:3 74:4	15:16	85:24
221:18	electronics	81:4,10	49:19,21	90:16,25
efficient	104:11	86:7	76:14	99:20
67:17	element	88:12	91:15	101:13
effort	65:18,22	91:18	183:16	191:9,11
46:22	elements	92:3,12	193:4,9	192:1,21
119:4	249:24	94:16	197:21	212:8,14
efforts	305:5	100:7	208:20	214:3,4
202:3	elicit	128:15,19	215:16	218:5,8
204:2,4	123:4	139:25	277:23	232:20
245:1	eliciting	140:24	279:20	251:10,17
eight	225:6	142:2	emanating	engagement
195:24	eliminating	153:20	222:20	90:14
eighty-two	78:8 79:1	157:13	emotional	104:18
195:24	Elliot's	159:4,12,	188:13	121:4
either	191:5	16 161:21	emotions	122:2
13:16,22	else 36:6	162:11	68:24	173:25
18:21	103:16	178:22	emphasizes	174:10
33:16	143:20	179:7	256:20	198:5
36:9	151:9	181:1,10,	emphaticall	212:25
60:22	233:4	20	y 215:9	213:3
74:1	236:24	182:6,9,1	employees	237:12
80:13	267:22	7,19,21,2	82:4	253:18
	273:15	2	239:8	262:23
		183:9,18,	240:4,7,1	265:25
		21 184:8	5	269:9
		185:1,15,		
		16,19,21,		
		23		

270:4	151:13	304:8,18	217:15	125:19
274:18	288:21	315:18	event	126:12,15
290:8,10	enter 18:5	error 45:25	9:1,10	129:7
292:22	294:16	68:19	16:2 42:6	138:4
295:6	entered	escapes	81:1,17	143:5,9,2
engaging	100:8	50:12	85:7	2,24
78:6	103:7	especially	106:11	144:8
102:6	256:10	179:8	137:19	149:4,21
294:13	272:17	211:25	141:10,14	162:1
enh 116:18	275:21	311:12	159:9	188:5
enhance	276:2	316:17	events	200:7
96:2	entering	essence	94:13	202:10
116:4,19	281:2	279:22	eventual	209:17
117:11	317:8	essentially	40:21	274:10
enhanced	enthusiasti	58:4	45:25	277:3,9,1
32:21	c 309:20	60:16	151:5	1,21
262:10	entire 42:1	72:2	186:10	279:11
enhancement	180:11	109:8	306:14	282:23,25
s 140:25	183:23	222:7	eventually	285:14,15
enhancing	189:3	254:15	110:7	,20
117:25	213:22	268:15	277:11	290:12
enjoy	302:25	establish	306:23	319:14
187:13	entirely	28:20	everybody	evolved
enquiries	79:22	34:6	159:5	236:19
208:22	entities	40:23	192:22	ex 270:18
235:24	5:24	62:14	298:24	exact 187:5
enquiring	14:4,5	178:18	everyone	190:22
209:8	entitlement	estimate	180:2	244:2
enquiry	185:13	310:15	233:24	281:6
60:15	entity	et 41:6	everything	305:22
62:17	298:5	249:15	184:13	exactly
65:5,6	entry 22:22	ethic 52:15	290:5	103:21
136:1	23:22,25	ethics	evidence	109:10
163:1	enumerate	28:22	12:12	204:22
234:21	233:24	29:21	28:7	264:6
290:12	enumerating	30:12	29:13	272:4
ensued	232:19	47:3	35:3	308:23
261:4	environment	52:21	36:16	examination
ensure	211:2	53:23	43:13	3:12
83:12	environment	54:3,4,10	47:15	20:23
118:2,10	al 192:8	235:25	51:3	104:9
150:14	262:22	evaluate	53:12	109:4
163:25	envisioned	85:24	63:12	127:17
262:12	259:2	evening	101:6	128:11
271:6	Eric	21:20	102:19	203:13,14
ensuring		165:12	107:9	216:25
			112:25	217:4
			121:17	219:16
				Examination

-in-Chief	148:17	expect	205:1	186:13
3:16	294:21	187:10	235:7	extemporane
221:9	executed	expectation	explain	ous 43:4
examined	136:25	46:21	74:4	extend
135:21	253:18	65:14	303:16	108:24
example	254:1	expectation	305:7	extends
41:23	276:12	s 214:25	306:7	34:15
250:18	executing	expected	explained	extension
257:10	245:1,6	134:13	145:10	122:2
260:23	262:5	245:16	157:1	274:18
262:21	276:13	314:3	215:3	317:7
306:11,16	execution	expecting	310:22	extensive
313:16	307:11	143:18	explaining	49:3
314:15	executive	expenditure	156:11	213:1
examples	180:18	s 306:21	245:23	extent
237:5	222:1	expense	explanation	125:5
except	299:8	41:15	80:11	192:21
222:22	300:4	45:2	177:6	193:24
exception	executives	expenses	185:9	194:2
296:25	81:16	122:22	explicitly	209:14
297:3	259:15	309:11	99:6	242:14
exceptional	exer 148:17	experience	exploratory	extra 54:21
210:22	exercise	52:15,20	299:7,21	extremely
excerpt	58:5	53:19,22,	explore	215:25
243:15	186:10,12	25 145:15	9:13 82:6	eyes 122:25
excerpts	exhibit 4:2	169:6	224:22	
249:20	35:10	201:12	239:9	
exchange	Exhibits	211:21	240:5	
94:24	3:3 4:1	219:10	exploring	
exciting	exist	222:16,20	224:2	
124:16	55:15,16	experiencin	227:1	
excluded	212:1	g 85:17	exposed	
154:8	262:1	250:2,24	295:3	
exclusion	existed	expert 45:5	expressed	
38:17	35:16	80:6	224:1,4	
excursion	existing	134:8,13,	expressing	
62:8	168:14	21 138:18	210:2	
excuse 64:8	307:9,10	234:17	expression	
66:2	exists	307:9	226:1	
107:11	90:18	expertise	expunge	
171:13	186:8	105:2	179:1,7,1	
172:23	expand	125:16	6 185:22	
315:9	260:17	135:7	186:23	
execute	expanded	146:3	expunged	
63:22	34:8	190:24	40:11	
		experts		

178:19	316:16	119:7,24	231:5	35:5 91:3
179:16	failure	120:10	232:13	116:5
187:2,8	136:2	264:25	235:5	191:11
188:5,11	fair 10:16	295:16	247:16,19	192:5,21
190:2	13:25	familial	261:17,19	193:2,6
194:6	14:1	40:3	302:1	195:13
197:21	19:25	familiar	303:11	197:5,22
199:6,19	20:5	16:5	305:18,20	210:21
200:7,14,	70:12	163:4	feel 8:3	211:9
15,21	73:20	168:2	150:18	216:2
201:20,24	74:7	175:5,6	171:15	files
202:9,21	78:21	176:2	205:10	205:25
205:6,16	87:14	210:15	feeling	fill 39:7
206:9	113:25	244:2	232:22	filling
207:12	147:11	family	250:20	56:8
208:9	177:25	32:22	fees 95:21	fills 55:21
212:23,24	190:25	34:9,10	197:24	final 45:25
224:12	192:23	36:25	fell 39:4	115:11
260:24	199:2,18	65:19	felt 9:24	139:1
261:8	200:6	66:7	20:2,3	150:7
274:25	241:19	78:11	129:13	157:8
283:7	253:8	fascinating	147:6	159:9
317:24	266:18	62:9	149:17	161:7
faction	286:23	fashion	151:1	253:18
261:21	295:11	207:20	158:2	254:17,20
factions	297:16	211:5	159:24	,21
261:23	302:9	fast	160:22	finalized
factor 69:9	313:8	206:5,13	161:2	260:6
261:10	315:4	favour	173:19	265:4
313:14	fairly	30:18,24	177:1	276:9
facts 10:6	48:24	245:3	182:3	finally
64:25	125:21	263:20	187:12	83:9
65:20,21	173:19	favouring	205:18	119:12
66:9	204:23	169:23	206:2	125:22
67:19	206:18	FD0001.2	210:18	finance
77:24	234:21	4:6	257:19	81:23
factual	247:11	feature	270:16	85:23
68:4,7	286:16	41:8	302:3	91:8
125:21	290:9	February	festivities	164:19
factually	294:10	22:13	37:25	179:8
36:17	303:24	81:9,20	fi 193:1	201:3
49:1,12	faith 46:1	86:7	figure	238:19
Fagen 304:8	faithfully	fee 78:7	50:15	239:16,22
310:7	58:5	95:23	131:13	242:17,19
315:22,23	fall	122:20	file	243:16
316:1,5,2	112:19,20	feedback	7:14,18	244:6
3 317:20	115:1		8:16,20,2	246:17
fail 135:6	117:16,18		3 23:12	248:24
	118:4			

249:5	75:19	267:1	formal	73:4 91:8
251:9	83:14	298:7,8	261:6	92:11
financial	84:18	focused	formally	95:17
70:17	103:15	192:10	40:12	101:18
85:17	104:17	focusing	81:19	152:1
150:19	105:16	249:24	98:21	153:10,22
178:7,20	107:17	fold 215:7	101:13	156:8
186:23	112:3	folks	formed	forwarding
250:3,25	115:1	257:13	222:25	278:21
295:1,9	125:19	follow-up	244:22	310:7
fine 7:25	147:7	21:24	245:8	foundation
97:15	148:5,15	157:7	302:15	28:11,12
130:10,13	149:4	181:10,13	former	29:8
141:4	154:19,22	218:24	164:19	42:14
160:20,22	158:4	footnotes	169:4	66:10
190:16	168:5,13	67:22	215:2	67:20
242:18	171:12	footprint	formerly	70:22
finish	174:8	107:22	142:20	71:1
8:2,5	175:17	256:25	forms	100:1
40:10	210:23	257:2,7,1	135:22	123:11
101:9	212:4	2,15	formulate	125:24
finished	220:9	258:5	257:22	127:25
10:25	222:24	force 305:5	forth 44:11	129:1
11:1	223:12	forced	45:1	130:18
134:4	233:24	166:3	61:17	139:24
282:12	249:25	foreclose	75:2	147:6
315:10	255:15	108:23	108:5	228:2
317:13,15	256:19	forget	forty	248:12
finishing	259:17	220:8	201:12	285:4
42:22	276:6	forgot	forty-five	288:9
firm 7:17	288:10	105:16	196:25	298:18
8:15	303:21	form	forward	301:18
10:13	307:19	8:20,23	32:9	308:11
31:16	317:8	11:17	41:13	309:25
33:6,8	five 191:23	43:4	91:13,19	317:11
50:7 83:1	192:20	113:15	132:13	fourteen
184:22	flag 298:20	129:3	152:10	175:16
191:5,9,1	flags 179:3	148:23	193:10	fourth
3,18,24	flies 73:12	149:6,11,	206:5,13	292:7
193:5	floor 213:7	18 150:2	210:20	frame 304:3
213:21	floors	152:22	262:14	framework
215:22	213:10	154:15	268:23	305:15
Firman	focal	156:4,20	274:1	Frank 1:7
215:1,9	249:14	164:16	310:9	8:1,12
Firman's	257:8	198:14	forwarded	22:23
215:5,13	focus	273:3		23:14,17
first 38:4	230:19			27:5,9,13
68:11	255:2			34:21,24

35:4,9	211:14,17	21:2,13	169:1,12,	gather
40:8	216:21	22:1,7,21	18	133:6
42:19,24	219:15	,25	170:5,11,	gathered
43:3,8	220:17,20	23:5,6,9,	18,22	133:11
50:14,17,	,25	18,20,21,	Fryer's	gathering
19	224:17	24	203:17	119:19
53:7,11	225:1	24:2,7,11	full	132:10
58:13,16,	298:22	,24	83:12,16	gees 190:12
20 61:25	308:12	25:3,10	90:8,19	general
62:3,7	309:6,10,	26:1,9,14	102:12	47:22
64:12	14,18	,20 27:1	147:4	99:19
66:14,17,	315:9	79:5,10,1	191:7	116:16
23	317:12	4,20	284:4	125:18
79:8,12,1	319:6	80:1,19	291:6	176:4
6,24	frankly	194:25	full-time	212:12,13
80:10,21	31:15	195:4	181:21	221:14
83:18,24	188:6	269:20	fully	266:4
84:4	Frederick	free 171:15	105:23	299:21
97:6,10,1	2:16 3:7	221:1	110:8	302:1
4 105:20	5:5,7,14	friction	184:13	generally
108:8,12,	6:4,9,12,	208:18	191:4	47:12
17	15,21	Friday	214:3	63:19
109:7,11,	7:1,7,13,	30:22	fulsome	143:10,13
15,19,24	19,22,25	144:3,5,7	213:20	244:20
110:9,21	8:6,8,9,1	184:19,21	215:19	256:14
111:2	8,19,25	friend	216:1	297:8
116:20	9:5,9,16,	174:16	functioning	302:2
123:2	19	front 26:5	187:14	genesis
125:4,25	10:3,19,2	169:7	functions	41:2
126:5	4	297:14	222:11	gentleman
127:2	11:5,10,2	Fryer 2:14	fundamen	14:5
133:21	2	3:10	51:22	geographic
134:23	12:2,7,12	162:13,14	fundamental	107:22,23
136:5,8	,16,20,25	,16,18,19	51:23	233:12
137:9,15,	13:5,12,2	,20,21,22	funny 133:9	256:25
18	4	,25	Furthermore	257:2,7,1
138:6,11,	14:2,13,1	163:7,8,1	85:22	1,15
17 140:23	9,24	1,12,17,2	251:8	George 2:12
141:5,9,1	15:6,13,1	2	future	3:8
2,16,22	9,22,25	164:6,10,	185:17	27:7,11,1
142:8	16:1,7,12	15,18	<hr/>	5,20,24,2
161:20,24	,17,22,25	165:6,14,	G	5 28:1,18
162:12,15	17:8,12,1	17,20	gain 240:19	29:7,16,2
163:6	4	166:2,7,1	246:23	5
170:12,16	18:10,13,	1,18,21	Gajos 2:21	31:1,9,12
,20	19	167:1,2,8		,19,22,24
182:20,24	19:6,13,1	,11,16,25		32:2,5,8
187:19,22	6,22	168:3,4,1		33:2,21,2
188:1	20:12,17,	1,17		
190:15	21			
203:6				

5 34:2,23	4,17	116:1,8,1	Gino 242:22	106:7
35:1,7,11	72:6,12,1	0,14,25	gist 29:12	118:17,21
,19,20,25	4 73:1,19	117:8,9,1	given 45:9	119:15
36:13,24	74:5,7,22	5,24	85:4	132:1,6,2
37:2,5,9,	75:6,8	118:7,15,	124:10	5
17,24	76:7,23	22 119:11	129:4	171:22,25
38:7,12,2	77:8,11,2	120:1,13,	134:14	172:3,19
2 39:13	3 78:2,16	19,23,25	135:17	263:14,18
40:19,20	80:24,25	121:20	146:8	265:21
41:14	81:8	122:8,11,	147:8	266:1
42:3,10	83:23	17	151:20	288:23,25
43:1,6,10	84:1,6,9,	123:1,9,1	235:13	government-
,11	10 86:24	0	237:24	relations
44:1,8,14	87:4,13,2	124:21,24	308:15	83:1
45:14	1	125:15	giving	government'
46:5,12	88:4,7,11	126:4,10,	43:22	s 40:14
48:4,8,21	91:7,13	20,25	44:3	Gowlings
49:5,11,2	92:17,24	127:4,10,	59:23	191:5
0,24	93:3,8,12	14,15,23	224:19	235:9
50:6,10,1	,19,23,24	128:3	glaring	275:16
6,18,21,2	94:9	130:17,23	39:9	graph
4,25	95:11	131:23	Glicksman	238:25
51:8,17	97:1,12,2	135:19	91:15,18	great
52:5,14	0,21	136:7,15,	95:14	176:17
53:5,10,1	98:16	19,20	100:19	210:18,21
4,16,17	99:12,24	137:12,17	123:16,19	221:2
54:1,19,2	100:6,15	,21,23,24	140:1	313:15
3	102:1,8,1	138:8,16,	278:24	314:15
55:1,8,11	1,16,20,2	21,25	281:4,10,	greater
,14,18,23	4	139:3,4,1	15	113:22
56:3,6,9,	103:3,18	3,16,23	141:11,15	236:25
15,18,22	104:3,8,1	140:10	,19	greatest
57:12,19	3,14	141:11,15	globally	300:9
58:1,9,15	105:22,25	141:11,15	153:16	green 281:1
,18,24,25	106:1,18,	gets 84:22	goal 166:9	305:4
59:7,10,1	25	282:13	33:9	307:11
6,20	107:12,14	315:2	gone 36:15	greet
60:3,9,21	108:11	getting	135:2	300:14
,24 61:16	109:2,10,	49:13	200:15	gross 48:11
62:12,13,	14,18,22	78:17,18	201:6	ground
21,23	110:3,15,	80:9,14	governing	84:23
63:6,10	25	109:3	134:12	group 86:20
64:1,5,18	111:8,9,1	125:11,20	government	87:2
,21	4	129:10	38:24	307:22
65:3,4,9,	112:13,23	140:15	39:14,19,	313:17
12,16	113:8,11,	151:14	20,24	grow 164:23
66:1,11,1	19,24	185:12	40:1	
6,25	114:2,12,	197:22	105:3	
67:1,2	20	261:19		
69:16	115:5,8,1	314:23		
71:7,11,1	6,19,21			

growth	301:24	296:12	85:13	78:4,25
104:21	302:11	316:6	99:15	80:5
164:24	happens	317:2	103:10,13	110:1,2
245:1,6,7	84:13	head 31:15	276:13	116:23
,16,17	happy	180:1,8	Hello	122:15
249:15,17	173:11	300:7	162:19	125:16
guaranteed	222:6	312:9	help 69:23	132:23
45:10	298:20	headed	108:20,21	133:5
guess 26:6	hard	91:16	118:18	134:21
64:22	108:6,9	heading	119:19	135:10
197:25	110:23	104:2	132:10	138:18
200:22	178:21	262:10	171:11	140:12,14
214:24	186:9	263:11	172:8	186:9,11,
217:17	202:2	265:19	184:11	12 295:3
228:19	262:18	268:4	185:5	hesitant
265:1	hardly	heads 30:6	194:19	46:18
266:4	299:25	hear 83:14	217:24	Hi 162:20
311:24	haven't	92:25	218:1	182:16
guide 54:12	55:25	112:24	263:15	280:5
guideline	76:8	175:8	helped	hiding
54:5,7,10	169:15	215:12	261:15	237:12
guidelines	having	269:21	helpful	high 270:6
76:18	16:18	319:8	15:1	highlight
77:2	17:21	heard	135:4,9,1	314:4,7
235:21	21:17	38:13,14	6,18	highlights
<hr/>	31:17	48:8	136:14	286:19
H	37:25	63:12	262:1	287:2
<hr/>	41:16,23	76:9	helping	hill 157:4
ha 120:16	45:12	126:12,15	134:1,18	245:11
half 134:25	59:17	187:17	helps 93:18	hindsight
Hall 1:17	61:3 68:9	188:16,17	183:11	298:15
127:19	79:19	189:18	hence 51:20	hire 41:24
138:3	83:15	191:21	98:11	242:3
hand 305:24	99:7	198:13	Henderson	hired
happ 299:23	125:5,10	202:2	300:4	222:10,19
happen	126:1	206:3	310:10	233:17,18
227:12,13	175:16	207:18	here's	,20,23,25
259:24	186:22	259:19	65:18	hiring
273:25	189:13	290:12	150:12,13	70:15
277:9	193:13	hearing	178:20	82:7
happened	198:21,22	134:19	herself	239:9
235:7	200:4	171:7	47:8	240:6
246:1,21	201:6	174:24	he's 8:2,3	hit 198:25
247:1,3,5	202:1,15	heck 194:17	71:18,19,	hoc 29:20
,7,22	249:12	he'd 86:8	23 72:8	30:11,21
277:8	266:25	286:13	74:25	hold 74:1
288:1	273:9,15	held 1:16	77:21	
	281:5			
	294:20			

221:23	20 61:25	298:22	307:19	I'd 43:15
honest	62:3,7	308:12	315:24	64:11
297:13	64:12	309:6,10,	316:2	66:9
Honour	66:14,17,	14,18	Houghton's	68:11
23:11	23	315:9	147:10	71:2
27:2,22	79:8,12,1	317:12	hour 23:25	78:25
28:11	6,24	319:6	24:3,22	88:15
29:2 30:7	80:10,21	hope 22:8	26:22	89:15
34:19	83:18,24	67:23	134:25	111:14
39:16	84:4	183:20	162:7	137:20
43:2	97:6,10,1	205:5	hours	139:17
62:15	4	hopefully	134:17	143:1
64:10	105:1,20	38:20	192:23	161:12
67:10	108:8,12,	56:12	198:7,9,1	163:1
79:5,21	17	62:9	5,17	173:12
80:20	109:7,11,	212:14	215:21	217:2
93:4,16	15,19,24	hoping	house 27:21	218:15
97:13	110:9,21	302:22	216:15	222:6
105:14	111:2	Horchik	housekeepin	224:6
108:3	116:20	242:21	g 27:21	259:18
110:8	123:2	horizon	Howar 310:9	311:8
123:12	125:4,25	226:7	How's	315:13
126:11	126:5	315:15	110:19	idea 51:23
127:11,25	127:2	Houghton	Hull 11:14	122:24
133:20	133:21	2:16 5:20	hundred	147:13
139:1	134:23	11:15	95:22	174:20
140:18	136:5,8	16:4 17:6	195:24	236:21
142:7	137:9,15,	69:17,19,	196:25	311:11
171:3	18	20,22	208:14	ideas 312:4
174:7	138:6,11,	79:17	306:12	identified
183:22	17 140:23	86:10,19,	307:25	90:20
190:13	141:5,9,1	25 87:1,8	310:17	116:15
196:3	2,16,22	88:1 90:2	hung 176:21	120:6
224:5	142:8	152:1,3,1	Hurontario	169:21
225:7	161:20,24	3	1:19	210:1
317:15	162:12,15	153:15,21	Hydro	261:3
Honourable	163:6	,25	222:19	268:9
8:1,12	170:12,16	154:3,20,	223:7	274:22
22:23	,20	23 165:15	233:22	identifies
23:14,17	182:20,24	217:7	I	72:19
27:5,9,13	187:19,22	226:11,14	i.e 5:22	83:6
34:21,24	188:1	,24 232:4	9:3 20:2	identify
35:4,9	190:15	240:11	21:13,14	107:18
40:8	203:6	241:2,8,2	Ian 176:25	112:4,16
42:19,24	211:14,17	1 242:8		209:19
43:3,8	216:21	258:13		255:6
50:14,17,	219:15	299:8,12		256:21
19	220:17,20	300:6,24		271:3
53:7,11	,25	301:6		identifying
58:13,16,	224:17			
	225:1			

114:5,14	54:15	14,20	303:10	232:3
131:7	60:19,22	173:11,22	305:22	impose
255:10	61:1,6,12	,23	307:9	102:3
265:7	63:8	175:5,6	314:16	impression
I'll 13:22	65:24	176:1,20	317:4,14	124:2
27:20	66:12	177:7	imagine	197:23
35:10	67:3,7,10	178:2	196:14	307:18
43:6,17	,15,18,19	179:17	215:20	improper
50:21	68:3 69:9	181:21	immediate	180:5,6
63:16	74:3 76:5	183:19,25	34:14	inaccurate
67:8	78:17,23	184:7	65:19	21:11
68:2,9	79:3,21,2	186:2	immediately	283:6
81:15	5	193:3,9,1	186:17	inadequate
85:7	80:4,10,1	8 194:13	impacting	281:14
94:11	4,16,25	197:6,22,	164:23	inappropria
105:23	87:4,9,22	24	impartial	te 143:6
123:5	88:5	206:7,8	51:9,11	161:3,9
130:10	92:24	207:1,22	59:3	inappropria
136:13,16	93:3	209:11,14	impartially	tely
137:20	94:9,20	,20	58:5,10	237:14
139:1	96:9,20	210:7,14,	impediment	Inc 148:20
142:4	99:6,25	15,16	238:5	incandescen
169:18	106:6	212:22,24	244:24	t 306:18
172:8	107:8	214:18,25	implement	incentives
173:10	108:17,20	215:18	189:22	306:21
175:6	109:6,19	216:3	implementin	inception
184:20,21	110:10,11	218:9	g 118:25	89:8
185:17	112:18	225:4	implication	222:9
187:9	113:22	228:20,24	36:19	include
190:13	116:6,14,	232:19	297:10	14:5
206:1	15,21	244:18	importance	32:22
215:14	117:9,10,	247:17	215:11	34:11
281:7	15 120:21	249:18,23	important	40:3
305:7	123:4	253:3	54:11	85:15
I'm 7:23	125:5,10,	257:16,19	65:10	96:15
8:4	11	260:1	114:14	106:3
10:7,10	133:23,25	267:19	144:20	111:20
13:25	134:7,17	269:20	157:5	112:22
14:24	138:19	271:18	158:7	113:10,17
15:2,7,15	141:24	273:17	160:8	133:3,5
,20	142:8,20	278:18	166:8	261:18
18:19,21	146:19	279:21	182:2,3	286:6
22:7	154:2,13	280:25	231:2	306:17
24:18	156:11	281:5	importantly	included
25:24	160:24	282:6,11	89:13	18:8
26:6 27:9	162:21,22	287:13	186:7	39:10
35:7,11	166:25	293:7,13,		
37:15	167:1,17	20		
42:14,16	168:2	297:14,20		
53:3	170:3,9	298:10,19		
	171:3,13,	301:11,15		

82:10	increasing	93:25	73:2,4	influence
95:25	250:19	94:22	81:11	32:23
105:17	indeed	100:3	84:11	266:15
114:8,18	151:14	104:4	85:20	inform
115:11	177:3	128:13	87:23	179:19
156:19	independent	129:22,24	88:14	informal
174:11	45:5	133:8,18	94:16	82:3
187:9	100:14	135:1	95:2 98:8	84:25
233:13	130:7	136:1	99:18	information
238:24	239:20	146:11	101:17	42:13
260:13	253:9	164:22	118:24	44:16
includes	279:25	210:9	123:15	76:2,6
156:3	indi 128:13	211:21	124:10,25	82:11
including	indicate	218:19	129:25	86:3
11:17	18:14	318:17	139:5	103:9,13
14:4	24:3	indicates	140:11	118:2,3
29:22	36:16	28:19	181:12	133:10,15
30:13	44:25	30:9,15,1	283:4	,24
32:21	48:11	6,17,18	indications	134:15,20
176:6	67:21	32:20	47:13	136:3,4
227:3	68:25	34:14	indicia	137:13
245:2	69:4	68:12,15	59:18	140:15
289:22	70:12	70:2,11	indirect	141:13
291:6	77:12	71:24	36:9	163:5
311:25	92:9	72:16	72:22	174:4,5
inclusive	100:7	73:6	83:8	178:7,9,1
96:21	188:5	75:16,20	individual	9 183:1
income	indicated	82:9 83:4	46:2 60:6	185:14
130:3	6:22	85:14	64:23	186:3,7
inconsisten	17:15	95:13	68:16	218:5
t 101:17	20:23	97:25	202:12	225:6
214:22	23:1	104:15	individuals	226:20
incorporate	32:15	163:18	34:16	262:13,20
98:4	36:4 37:6	indicating	36:9	266:9
incorporate	38:23	73:13	192:7	288:22
d 174:5	39:3,9	78:3	218:19	294:23
263:25	43:13,20	94:17,19	264:10,22	295:1,9,1
316:21	45:3	indication	265:9	2,14,17,1
incorporate	46:20	29:18	274:22	9,20
s 159:19	47:7,15	30:7 32:3	275:10	informed
incorrect	51:18	36:14	indulgence	73:10
45:9	52:9,15,1	41:15	92:18	101:12
incorrectly	9 54:4	44:18	126:21	165:8
187:11	57:4	45:17	industry	272:11,17
increase	68:21	46:18	206:4	,20
308:16,18	70:5,13	47:5,11	299:24	in-house
	72:4	51:10	inferences	222:21
	86:12,25	69:21	237:13	initial
	87:6 92:3	71:8,20		17:7 42:5
		72:23		

146:11	2:3,4	4	76:21	263:14,17
232:21,25	60:11	intend	77:2,17	288:23
234:18	63:12	60:11	83:6,8,15	internally
235:5	67:4 76:8	67:13	88:1	224:15
274:20	134:12	126:14	99:4,6	interpretat
initially	143:5	150:3	101:23	ion 73:23
147:6	145:10	intending	102:3	123:3,4
180:22	148:4	184:13	110:2	125:8
235:5	150:18	intends	125:23	135:5
277:5	186:11	114:23	133:23	280:17
301:13	194:18	255:22	165:2	interrupt
306:4	inserted	259:6	171:22	83:19
initiate	158:19	260:12	177:2	250:14
81:13	163:18	intention	179:18	interrupted
initiated	238:8	146:14	202:4	79:11,15
166:9	insinuation	interest	224:1,4	interview
168:23	242:2	28:9	225:15	246:22
170:7	insisted	30:21	234:23	intimately
initiative	236:11,12	32:21	235:3,8,1	304:17
118:19	,14,16	34:17	1,12,14	introduced
263:16	insofar	36:2,4,5,	236:7	39:19
301:9	38:9	7,8,10,11	237:9,10	68:20
303:19	instance	,20,22	244:12	240:23
304:24	288:20	38:10,19	250:10	introduces
306:13	instances	39:6,8,11	267:3,4,2	228:8
309:19	60:10	,21,25	4 279:10	introducing
310:5,8	67:14	40:4,16	280:18	240:21
311:7	instincts	44:6,12,1	interested	introductio
312:11,13	85:8	7	30:20	n 240:25
,23	integral	46:11,15,	70:3,14	introductor
313:12	165:20	17 47:9	233:5,14	y
314:25	integration	48:3	252:4	299:7,20
315:25	164:2,21	52:11,16,	253:2,3	intrude
316:3,22	165:23	18,25	260:15	110:12
initiatives	integrity	53:21	317:2	invest
305:18	28:23	54:15	interesting	166:23
306:18	29:11	55:3	62:4,6	invested
innocuous	32:13	57:3,9,18	208:5	306:11
204:23	40:24	59:25	interests	investigati
input 90:12	41:5,12,2	60:1,5	50:3,4	ng 209:12
143:7	5 42:11	61:8,10,1	51:5,24	investment
144:19,25	89:9	2,15,23	55:5	166:14
254:13	intelligenc	62:9,18	81:12	308:1
264:6	e 119:19	63:23	191:14	311:20,22
inquiries	132:10	64:9 67:6	interim	
28:23	133:6,9,1	69:1,12	181:21	
129:8,23		71:19	207:13	
Inquiry 1:3		72:10,18,	internal	
		21 75:13	118:17,21	

investor 166:13	316:19	136:21	187:9,10	jargon 308:23
invitation 259:11	involvement 33:23 36:19	157:10 158:2	193:4,15 197:21	Jeff 84:14 243:7
invited 207:3	39:1 56:1 64:8 80:3 144:10	214:7 219:3 265:19 270:19 297:9	204:25 212:16 213:16 218:19 222:21 230:24	job 212:15
invoice 198:2	193:13,16 195:18	issued 313:23	222:21 230:24 253:5 261:21 279:17 288:14 317:5	John 2:4 3:13,16 5:19 6:5,7 15:16,21 33:18 91:15 95:14 100:19 103:25 104:6 108:15 110:20,23 123:16 150:9,12 151:21 165:16 176:16 181:15,16 ,19,20 182:14,16 183:8 185:22,23 196:4,8,9 203:13 204:12 206:21,22 ,24 219:18,19 220:2,6,1 1,15 221:9,10, 13,17,22 222:3,13 223:6,10, 12,19 224:3 225:10,13 ,14,19 226:9,18, 22 227:4,10, 23 228:1,6,1 6,24
invoiced 122:20	200:18 304:5 315:13	issues 21:9,22,2 5 70:4 125:23 142:3 157:5 163:15 188:11,14 209:25 217:12 315:18	<hr/> J <hr/> Jan 113:6 January 5:17 9:12 15:8,20 16:2 21:8 22:3 23:22 26:4 32:10,18, 25 37:6,19 38:1,6 43:16 49:16 56:25 68:15 69:24 70:10,24 73:2 76:14 77:4 81:3,9 95:19 139:7,9,1 9 140:2,12, 19 141:8 150:8,13 151:10 163:4 217:5 240:21 242:6 279:8	
invoices 186:5	involves 74:18	it'd 167:12		
involve 151:12 176:8	involving 104:22 317:19	item 74:6 197:6		
involved 14:15 18:20 31:17 37:7,12 38:9 41:15 48:17 52:10 80:7 144:9 174:18 192:8,12 193:14,15 ,20 194:1 200:25 201:1,2,4 211:8 213:13,21 222:24 224:9 226:4,5 230:24,25 236:24 254:2 260:20 261:22 271:11 287:22 304:7,10, 17 311:10 314:23 315:3,16	irrespective e 189:10 208:9 isn't 37:18 53:1 113:14 151:4 168:20,21 184:17 208:4 240:1 297:25 298:1 iss 119:12 issuance 300:25 301:2 issue 6:18,23 7:3 9:10 18:12 43:5 50:1 52:16 61:18 70:19 86:2 89:22 96:5 119:12 132:4 135:24	it'll 163:3 182:22 I've 10:17 17:10 22:8 59:6 71:10,12 74:19 102:13 103:14,15 ,16,19 108:18,24 110:10 111:4 120:24 133:22 134:17 136:10 140:17 147:14 156:25 160:17 179:9		

229:6,12, 19,23 230:3,7,1 4 231:17 232:5,9,1 6,24 233:2,16 234:1,6,1 1,14 235:1,10, 23 236:2,6,1 3 237:2,5,1 6,23 238:3,11, 16 239:6,19 240:3,12, 17 241:4,12, 16,19 242:5,16, 24 243:3,9,1 4 244:4,15, 20 245:5,19 246:10,15 ,25 247:6,13, 21,25 248:5,11, 17,22,25 249:7,9,1 6,19,23 250:12,22 251:3,6,1 6,24 252:9,15, 22 253:8,12, 16,24 254:2,5,9 ,16 255:1,16, 19 256:4,15 257:14,25 258:13,20	259:4,21 260:3,10, 15 261:8 262:2,25 263:3,10 264:2,8,2 0 265:2,12, 18 266:7,12, 18 267:2,10, 17,20 268:3,17, 23 269:5,10, 14,22,25 270:1,20 271:2,21 272:2,6,1 8,22,25 273:8,14, 18,23 275:9,20 276:1,4,1 7,23 277:10,16 ,20 278:3,8,1 3,20 279:6,24 280:4,6,2 2 281:11,19 282:2,5,7 ,10,16,22 283:11,15 ,20,24 284:11,18 ,23 285:3,8,1 3,19,23 286:21 287:6,11, 16 288:3,9,1 8 289:6,11, 19 290:2,11 291:12,18	,21 292:1,6,1 2,16 293:3,8,1 5,22 294:22 295:8,11, 18,23 296:6,9,1 3,19 297:2,6,1 6,22 298:9,17 299:4,5,1 5 300:16,23 301:4,7,1 7 302:5,9,1 4 303:4,17, 21 304:4,13 305:2 306:6 307:1,6,2 4 308:4,7,1 0 309:23,24 310:3 311:1,21 312:2,10, 21 313:5,10, 20 314:2,8,2 1 315:4,6,2 0,21 316:9,19 317:1,7,1 0,14,17,1 8 318:23 319:4 Johns 181:18 joined 175:19 211:20	joining 313:4 jointly 206:22 JOM 196:7 judge 66:5 judicial 1:3 134:12 186:11 July 14:16 39:18 95:19 296:15,21 304:1 310:4 314:22 July-August 304:2 jumping 97:24 June 63:13 92:11 93:4 96:9,23 100:3,10 103:5,7,2 0,21 104:5 105:7,9 106:8,10, 13,15,16, 17 107:2,4 110:24 111:6 112:9,11, 15 113:7 114:3,10, 18 115:2 116:7,24 117:18 118:6 119:8 120:15,17 123:16 126:11 127:18	129:2,5 130:25 131:3 136:24 137:1 138:4 173:21 174:11 219:21,22 ,24,25 253:18 260:4 266:1 279:9,10 282:3 285:10 292:24 293:6 296:20 297:1,3 299:11 301:8,20 303:25 jury 66:5 Justice 1:7 31:20 162:14 <hr/> K <hr/> Kate 2:3 Kennedy 6:16 7:8 11:13 16:4 24:13 25:13 26:22 50:13 140:20 192:3 193:17 213:14,15 key 91:16 96:4 114:5,14 118:2,24 131:7 198:6 232:13
--	--	--	---	--

255:10	217:6	210:25	lawyer-	leader
262:12	294:14	237:7	client	305:14
263:1,5,6		270:15	178:10	leaders
288:21	L	289:8	lawyers	119:15
303:3	lack 254:10	296:22	5:23	132:1,7
ki 52:21	lacking	301:12	14:3,4	133:1
kick 45:11	283:25	latest	49:7	265:21
kicking	land	164:8	140:5	266:2
214:13	176:7,14	300:8	142:20	288:25
Kim 16:3	230:20	latter 28:4	191:8,11	289:14
38:14	231:3,24	224:21	192:20	leading
47:1 90:3	232:6	launching	193:1,5	124:6
126:13	landed	186:11	215:22	316:1
138:4	195:10	law 34:11	lawyer's	lean 30:6
152:12	language	39:23	146:9	learned
kinds 53:23	113:13,14	44:24	lay 37:23	9:20,22
133:11	137:11,16	45:4	134:12	144:24
knew 7:8	171:15	48:18,25	230:20	147:7
9:6 44:15	173:23	109:25	231:2,23	223:21
86:25	190:22	122:1	232:6	learning
226:3	286:23	125:12	layperson	206:8
241:23	288:4	134:8,22	171:14	least 16:9
247:12	296:4,7	138:19	190:22	45:25
259:24	large 61:7	145:11	191:2,3,1	48:25
276:7	180:22	175:20,21	2	59:24
289:25	189:24	176:22,23	layperson's	68:18
297:18	larger	,25 177:4	191:6	69:18
302:16,21	41:21	191:18	198:2	99:15
307:10	194:2	213:11	lays 172:12	100:9
318:16,17	largest	234:18	LDC 7:18	179:15
,18	245:9,12	235:15	8:16	180:22
knocked	last 30:2	270:13	95:24	201:13
259:12	44:22	274:17	192:5	202:4
knowledge	55:9 98:1	292:21	231:8	224:1
58:6 61:4	140:21	lawyer	259:15,17	254:1
80:7	144:5	11:14	316:11	301:22
100:14	173:10	43:19	LDCs 107:20	302:13
146:18,19	204:11	125:12	112:6,23	303:3
,24 251:2	268:4	140:7	145:25	304:22
252:14	278:23	145:18,21	250:19	305:1
266:20	late 69:18	161:1	255:8	leave 75:23
272:13	223:16	171:14	256:24	81:15
284:17,24	227:5	176:5	311:12,13	105:16
288:2	later 30:21	177:14	313:3,18	118:23
known 62:20	40:11	180:6	le 97:21	169:17
230:6	74:13	192:8,9	lead 82:5	221:1
KPMG 205:2	141:25	222:8,10	176:5	leaving
		224:9,12,		19:25
		16		

led	243:2,8	35:17,24	5	145:13,16
223:20,22	301:22	36:12,21,	78:1,15,2	,19,22
239:8	303:7	25	3 79:7	146:1,6
240:5	lending	37:3,8,14	81:6	147:13,19
261:5	134:1	,21	86:23	,24
291:5	length	38:3,11,2	87:3,11,1	148:6,11
LEDs 306:19	205:9	0	8,25 88:5	149:2,6,8
leg 314:12	lens 233:8	39:12,15	92:22	,15,20,24
legal	Leo 2:24	40:10	94:7	150:5,20,
20:7,9	3:5 5:3	41:1,22	96:24	23
33:6	6:3,7,11,	42:9,16,2	97:5,8,16	151:3,18
42:18	14,19,24	3 43:25	98:15	152:14,24
45:10,16,	7:6,10,16	44:7,13	99:5,17	153:2,6,9
19,21	,21,23	45:7	100:5,13	,13,23
47:9,16	8:14,22	46:3,10	101:20	154:1,3,6
48:14	9:4,8,15,	47:24	102:2,9,1	,8,17,19,
73:11	17	48:7,19	4,17	22
75:3	10:1,17	49:2,6,18	103:14	155:1,3,6
76:24	11:3,16,1	,23	106:16,21	,9,13,15,
77:20	7,20,25	50:5,9	107:6,13	19,22
156:15	12:5,11,1	51:7,16	108:2	156:1,6,1
160:10,15	5,19,24	52:1,13	111:4,12	0,17,21,2
169:6	13:10,20	53:3,6,24	112:10,14	5
190:24	14:1,6,10	54:9,20,2	113:5,9,1	157:6,11,
214:25	,17	4	2,20	16,22,25
222:7,8	16:6,11,1	55:2,9,13	114:1,11,	158:4,17,
224:19	5,20,24	,16,22,25	13	21
225:21	17:5,10,1	56:4,7,14	115:3,6,9	159:1,14
226:6	3,21	,16	,17,20	160:2,6,1
234:22	18:11,14	57:11,14,	116:6,9,1	0,16,21
235:2	19:4,10,1	20 58:8	2,18,23	161:4,11,
236:4	4,21	59:5,9,12	117:2,13,	16,23
238:5	20:8,20,2	,17	23,25	162:4,20,
244:24	5	60:2,8,19	118:13,20	24
legislation	21:12,17	,23	119:9,23	163:16,21
39:2,22	22:5,17	61:5,21	120:11,18	164:5,9,1
40:5,13	23:8,11,1	62:2,5,19	,21,24	2,17
41:2	6,23	,22	121:19	165:5,11,
46:22	24:1,6,10	63:3,8,24	122:6,9,1	15,18
49:3,4	,18	64:4,10,1	4,23	166:1,6,1
52:17	25:2,8,16	5,19,22	124:17,22	0,16,20,2
54:15	26:6,10,1	65:8,11,1	125:3	5
55:4	6,24	3,24 66:4	137:6	167:7,10
57:25	29:14,24	71:10,12,	139:12,14	168:2,10,
Lehman	30:23	15	,22	16,25
84:14	31:6,11,1	72:5,8,13	140:9,16	169:9,15
94:18,23	4,21,23	,25 73:17	141:1,7	170:3,9,1
95:1	32:1,4,7	74:3,6,19	142:6,10,	4,22
201:5	33:1,4,23	75:5,7,25	18,22,25	171:5,17,
	34:1	76:22	143:3,10,	24
		77:6,10,1	14 144:1	172:6,14,

21	211:10,13	6	78:8 79:1	204:13
173:3,7,1	,16,19	112:9,11,	151:19	228:21
3,17,20	213:5,9,1	15 113:7	192:1	279:5
174:7,20	4,23	114:3,10,	193:7	lines 238:1
175:4,13,	215:12	19 115:2	198:4,5	list 3:3
24	216:8	116:7,9,1	199:23	4:1 120:6
176:3,22	217:9,17,	1,24	200:17	191:10
177:12,18	22 218:7	117:12	270:6	210:19
,24	219:4,24	118:6	290:2	257:21
178:11	220:5,10,	119:7	298:11	258:1
179:5,9,2	13,19	120:16,20	lies 186:1	268:9
3	less 193:16	123:21	light 281:1	listened
180:13,16	201:19	128:7,20	306:17	38:21
181:15	202:11	129:1,3,5	lighted	133:23
182:7	246:22	130:6,8,1	307:11	134:17
183:3	295:6	2,24	lighting	135:11
185:25	let's 10:9	131:3	306:17	litany
186:19,25	13:7	163:23	likelihood	210:19
187:6,17	22:21	164:10,16	240:2	little 15:7
188:16,20	82:13	165:8,9	306:3	27:16
,25	211:10	166:8,12	likely	46:17
189:13,21	257:20	170:7	146:3	51:12
190:7	letter	173:14,21	150:11	62:6
191:1,15	63:14,15,	174:5,8,1	162:2	63:11
192:2,25	20	0,12	172:8,10	75:22
193:12,20	86:14,16	219:25	239:15,18	78:17
,24	87:6,12,1	220:1,9	307:22	88:5
194:1,10	6,19	253:18	limit	100:2
195:14,22	91:23,25	254:19	295:25	163:9
196:2,9,1	92:4,8,10	269:16	296:3	165:24
1,14	93:4,17,2	274:21	limited	171:10
197:2,4,1	0	283:1,13,	96:15	181:7,18
2,14	94:8,12,2	17	105:12,18	182:11
198:7	5 95:4	285:9,11,	106:3	203:25
199:1,4,1	96:7,10,2	13,21,23	111:20	223:17
0,14	3	286:12,23	113:10,18	240:9
200:1,9,1	97:18,22,	287:5	193:14	243:22
2,19	24	288:11,16	212:25	281:6
201:9	99:18,25	,19	213:3	298:23
202:1,14	100:2	289:1,13	258:22	lives 82:24
204:20	103:5,16,	291:1,22	286:7	Lloyd 5:17
205:14	21 104:18	296:14	line 42:22	16:3,19
206:6,11,	105:7,9,1	letters	79:22	17:17
21	1	86:6,8	135:15	18:24
207:7,15,	106:10,13	95:17	136:12	38:15
22	,15,17,18	108:5	157:14	48:9
208:1,12,	,19 107:4	219:20	174:3,4	49:16
17	108:4,7	220:3,8,1	184:7	50:2
209:6,20	110:17,24	2		
210:3,7,1	111:5,6,1	level 69:1		
4				

70:24	10:1,17	46:3,10	98:15	17,18,22,
72:16	11:3,16,1	47:24	99:5,17	25
73:4 90:5	7,20,25	48:7,19	100:5,13	143:3,10,
101:18,19	12:5,11,1	49:2,6,18	101:20	14 144:1
152:12	5,19,24	,23	102:2,9,1	145:13,16
164:19	13:8,10,2	50:5,9	4,17	,19,22
165:1,7	0	51:7,16	103:4,14	146:1,6
201:3	14:1,6,10	52:1,13	106:6,16,	147:13,19
Lloyd's	,14,17	53:3,6,24	21	,24
71:8	15:8,17	54:9,20,2	107:6,13	148:6,11
188:17	16:6,11,1	4	108:2	149:2,6,8
lobbyist	5,20,24	55:2,9,13	109:4,8,2	,15,20,24
173:1	17:5,10,1	,16,22,25	5	150:5,20,
local 38:24	3,21	56:4,7,14	110:4,19	23
39:14,20,	18:11,14	,16	111:3,4,1	151:3,18
24 104:23	19:4,10,1	57:11,14,	2	152:14,24
230:20	4,21	20	112:7,10,	153:2,6,9
231:5	20:8,18,2	58:8,21	14	,13,23
232:10	0,25	59:1,5,9,	113:5,9,1	154:1,3,6
locate 93:4	21:12,17	12,17	2,20	,8,17,19,
logical	22:5,17	60:2,8,19	114:1,11,	22
180:20	23:6,8,11	,23	13	155:1,3,6
logically	,16,23	61:5,21	115:3,6,9	,9,13,15,
180:7	24:1,6,10	62:2,5,19	,17,20	19,22
logo 316:21	,18	,22	116:6,9,1	156:1,6,1
317:2	25:2,8,16	63:3,8,24	2,15,18,2	0,17,21,2
318:1	26:6,10,1	64:4,10,1	3	5
London	6,24	5,19,22	117:2,13,	157:6,11,
257:11,13	27:25	65:8,11,1	23,25	16,22,25
long 136:11	29:8,14,2	3,24 66:4	118:13,20	158:4,17,
210:19	4 30:23	67:2,16	119:9,23	21
281:22	31:6,11,1	68:1	120:11,18	159:1,14
300:1	4,21,23	71:3,10,1	,21,24	160:2,6,1
longer	32:1,4,7	2,15	121:19	0,16,21
298:23	33:1,4,23	72:5,8,13	122:6,9,1	161:4,11,
Longo 2:24	34:1	,25 73:17	4,23	16,22,23
3:5	35:14,17,	74:3,6,19	124:17,22	162:4,19,
5:3,7,16	24	75:5,7,25	125:3,11	20,24
6:3,7,10,	36:12,21,	76:22	127:16	163:16,21
11,14,19,	25	77:6,10,1	128:4	164:5,9,1
24	37:3,8,14	5	133:25	2,17
7:6,10,16	,21	78:1,15,2	134:7,20	165:5,11,
,21,23	38:3,11,2	3 79:7	136:17,21	15,18
8:13,14,2	0	81:6	137:6,16	166:1,6,1
2	39:12,15	86:23	138:13	0,16,20,2
9:4,8,15,	40:10	87:3,11,1	139:5,12,	5
17	41:1,22	8,25 88:5	14,22	167:7,10
	42:9,16,2	92:9,22	140:9,16	168:2,10,
	3 43:25	94:3,7	141:1,7,2	16,25
	44:7,13	96:24	1	169:9,15
	45:7	97:5,8,16	142:6,10,	170:3,9,1

4,19,22	21	218:23	90:17	83:18,24
171:3,5,1	207:7,15,	219:13	134:19	84:4
7,24	22	220:23	262:15	97:6,10,1
172:6,14,	208:1,12,	221:2	March	4 105:20
21	17	lunch	12:3,10,1	108:8,12,
173:3,7,1	209:6,20,	141:24	4,18	17
3,17,20	24	142:5	81:22	109:7,11,
174:7,20	210:1,3,7	Lusia 3:12	84:10	15,19,24
175:1,4,1	,14	<hr/>	85:12	110:9,21
3,24	211:10,13	M	86:4	111:2
176:3,22	,16,19	M&A 105:5	238:20	116:20
177:12,18	212:14	226:5	239:13,21	123:2
,24	213:5,9,1	256:1	242:6	125:4,25
178:1,11,	4,23	Ma 184:18	243:16	126:5
25	215:12	MacDonald	245:24	127:2
179:5,9,2	216:8,14	305:20	248:7	133:21
3	217:3,9,1	mail 92:12	249:3	134:23
180:13,16	7,22	100:6	251:17	136:5,8
181:15	218:7	main 298:4	252:12	137:9,15,
182:7	219:4,20,	mainly	Mark 169:19	18
183:3	24	276:21	300:3	138:6,11,
184:24	220:5,10,	maintain	Markham	17 140:23
185:25	13,18,19	116:4	175:16	141:5,9,1
186:19,25	221:1	119:4	206:23,24	2,16,22
187:6,17	Longo's	majority	243:6	142:8
188:16,20	23:1	187:14,20	245:10	161:20,24
,25	123:3	188:2,4,6	Marrocco	162:12,14
189:13,21	135:5	190:5	1:7	,15 163:6
190:7	194:20	197:4	8:1,12	170:12,16
191:1,10,	long-winded	222:22	22:23	,20
15	192:13	makers 96:5	23:14,17	182:20,24
192:2,25	loo 271:8	114:5,14	27:5,9,13	187:19,22
193:12,20	loop 201:25	118:2,24	31:22	188:1
,24	lost 318:19	131:7,14	34:21,24	190:15
194:1,10	lot 41:18	262:12	35:4,9	203:6
195:9,14,	108:22	management	40:8	211:14,17
16,22	231:7,8,9	7:15 8:20	42:19,24	216:21
196:2,9,1	,10	244:7	43:3,8	219:15
1,14	232:14	260:24	50:14,17,	220:17,20
197:2,4,1	250:13,14	mandated	19	,25
2,14	lots 269:2	305:11	53:7,11	224:17
198:7,12	lower 10:12	mandatory	58:13,16,	225:1
199:1,4,1	Luisa 2:24	41:8	20 61:25	298:22
0,14	183:22	manner	62:3,7	308:12
200:1,9,1	184:2,6,1	67:24	64:12	309:6,10,
2,19	0 216:25	mandatory	66:14,17,	14,18
201:9	217:1,10,	41:8	68:23	315:9
202:1,14	18,23	mandatory	69:8,12,1	317:12
204:20		41:8	6,24	319:6
205:14		mandatory	80:10,21	Marron 2:12
206:6,11,		67:24		3:8

27:6,7,11 ,15,20,24 ,25 28:1,18 29:7,16,2 5 31:1,8,9, 12,19,22, 24 32:2,5,8 33:2,21,2 5 34:2,23 35:1,7,11 ,19,20,25 36:13,24 37:2,5,9, 17,24 38:7,12,2 2 39:13 40:19,20 41:14 42:3,10 43:1,6,10 ,11 44:1,8,14 45:14 46:5,12 48:4,8,21 49:5,11,2 0,24 50:6,10,1 6,18,21,2 4,25 51:8,17 52:5,14 53:5,10,1 4,16,17 54:1,19,2 3 55:1,8,11 ,14,18,23 56:3,6,9, 15,18,22 57:12,19 58:1,9,15 ,18,24,25 59:7,10,1 6,20 60:3,9,21 ,24 61:16 62:12,13,	21,23 63:6,10 64:1,5,18 ,21 65:3,4,9, 12,16 66:1,11,1 6,25 67:1,2 69:16 71:7,11,1 4,17 72:6,12,1 4 73:1,19 74:5,7,22 75:6,8 76:7,23 77:8,11,2 3 78:2,16 80:12,16, 22,24,25 81:8 83:23 84:1,6,9, 10 86:24 87:4,13,2 1 88:4,7,11 91:7,13 92:17,24 93:3,8,12 ,19,23,24 94:9 95:11 97:1,12,2 0,21 98:16 99:12,24 100:6,15 102:1,8,1 1,16,20,2 4 103:3,18 104:3,8,1 3,14 105:16,22 ,25 106:1,18, 25 107:7,12, 14	108:4,11 109:2,10, 14,18,22 110:3,15, 25 111:8,9,1 4 112:13,23 113:5,8,1 1,19,24 114:2,12, 20 115:5,8,1 6,19,21 116:1,8,1 0,14,25 117:8,9,1 5,24 118:7,15, 22 119:11 120:1,13, 19,23,25 121:20 122:8,11, 17 123:1,9,1 0 124:21,24 125:15 126:4,10, 20,25 127:4,10, 14,15,23 128:3 130:17,23 131:23 133:24 134:2 135:3,19 136:7,15, 19,20 137:12,17 ,21,23,24 138:7,8,1 6,21,25 139:3,4,1 3,16,23 140:10,16 141:11,15 ,19,23 174:16	219:20 Marron's 42:20 116:22 Mas 183:19 Masc 192:11 Mascarin 5:19 6:5 16:4 33:19 150:9 151:21 161:22 162:3 175:3,7,1 3,20 177:8,16, 21 181:16,19 182:15 183:19 184:18 185:21 191:9,25 196:6,8,9 197:20 198:5 206:16,19 207:2,5,1 2 Mascarin's 175:11 196:4 matches 151:5 materials 85:14 238:21 Mather 2:4 3:13,16 15:16,21 46:15 103:25 104:6 108:15 110:20,23 111:1 183:8	203:13 204:12 219:18,19 220:2,6,1 1,15 221:9,10, 13,17,22 222:3,13 223:6,10, 12,19 224:3,21 225:4,10, 13,14,19 226:9,18, 22 227:4,10, 23 228:1,6,1 6,24 229:6,12, 19,23 230:3,7,1 4 231:17 232:5,9,1 6,24 233:2,16 234:1,6,1 1,14 235:1,10, 23 236:2,6,1 3 237:2,5,1 6,23 238:3,11, 16 239:6,19 240:3,12, 17 241:4,12, 16,19 242:5,16, 24 243:3,9,1 4 244:4,15, 20 245:5,19 246:10,15 ,25 247:6,13,
--	---	--	--	---

21,25	281:11,19	21	214:5	260:5
248:5,11,	282:2,5,7	313:5,10,	218:13	265:6,7,2
17,22,25	,10,16,22	20	286:8	4 266:9
249:7,9,1	283:11,15	314:2,8,2	may 1:23	271:13,14
6,19,23	,20,24	1	11:10	274:16
250:12,22	284:11,18	315:4,6,2	17:2	288:1
251:3,6,1	,23	0,21	25:23	292:20
6,24	285:3,8,1	316:9,19	30:22	294:13
252:9,15,	3,19,23	317:1,7,1	33:4 50:4	297:21
22	286:21	0,14,17,1	53:2 54:7	300:20
253:8,12,	287:6,11,	8 318:23	62:18	308:21
16,24	16	319:4	63:20	312:18
254:2,5,9	288:3,9,1	matter 7:9	68:19	313:21
,16	8	33:12	70:14	316:7
255:1,16,	289:6,11,	44:21	84:20	maybe
19	19	59:15	85:17,19	10:6,9
256:4,15	290:2,11	72:1	91:24	13:8
257:14,25	291:12,18	75:10	94:15	25:24
258:13,20	,21	88:25	95:12,13	26:1
259:4,21	292:1,6,1	89:6	98:10	82:13
260:3,10,	2,16	101:14	100:7,18	112:21
15 261:8	293:3,8,1	119:3	105:4	167:19
262:2,25	5,22	128:4	107:6	175:17
263:3,10	294:22	136:6	113:21	179:17
264:2,8,2	295:8,11,	138:9,12	119:17	182:20
0	18,23	139:1	121:24	184:4
265:2,12,	296:6,9,1	141:17	123:11	196:6
18	3,19	158:6,15	124:12	200:3
266:7,12,	297:2,6,1	178:7	128:15	240:9
18	6,22	180:8	132:9	247:16
267:2,10,	298:9,17	192:9	133:22	298:23
17,20	299:4,5,1	196:15,17	136:23	299:21
268:3,17,	5	294:25	138:2	301:14
23	300:16,23	matters 9:6	139:10	302:1
269:5,10,	301:4,7,1	36:16	146:15	303:14
14,22,25	7	51:14	147:5	305:7
270:1,20	302:5,9,1	60:5	150:8	mayor 12:22
271:2,21	4	80:4,6	156:10	28:2
272:2,6,1	303:4,17,	96:16	164:22	30:19
8,22,25	21	97:17,18	171:14	32:16
273:8,14,	304:4,13	105:13	188:20	48:9,12
18,23	305:2	106:4	192:25	70:20,24
275:9,20	306:6	111:21	203:15	73:5,10
276:1,4,1	307:1,6,2	130:3	205:14	74:15,21
7,23	4	138:15,20	215:8	75:17,22
277:10,16	308:4,7,1	169:11	231:6,13	76:25
,20	0	171:7	232:11	77:20
278:3,8,1	309:23,24	176:9,16	233:2	78:14
3,20	310:3	185:5	235:20	82:22
279:6,24	311:1,21	212:5,10	250:2,4,2	83:4
280:4,22	312:2,10,		4 256:7	

84:13,15, 21 85:2 90:4,5 92:1 94:17,18, 23,25 96:8 101:3,13 111:6 113:20 121:15 123:18 124:1 137:5 139:8 140:6 148:16 151:17 152:23 154:16 155:12 156:4,20 157:20 164:19 165:1,7,2 3 167:3 180:7,17, 20 188:17 200:17 201:1,2,3 219:21,25 229:25 234:9,10, 13 236:16,22 237:7,8,2 0 238:9 241:24 243:1,5,6 ,7 246:16 263:5,7 264:23 265:7 266:15,22 ,23 267:15 273:21 274:8,21, 25 275:1,7,1 0,14,18,2	2 276:8,18 285:9,16, 24 287:21 288:6,16 289:12,22 ,25 290:13 292:14,24 297:18 301:22 mayors 235:6 242:21,25 243:4 244:11 mayor's 18:6 99:18 106:16 151:17 186:17 271:12 McDowell 2:18 127:17 128:13 129:22 130:4,25 132:23 133:8 134:4 135:22 McDowell's 129:15 133:4 135:8 McFadden 205:2 McGrann 2:3 mean 34:20 39:9 41:18 48:16 49:14 54:9 55:21 58:14,21	62:25 63:11 64:1 65:18,22 75:8 77:23 79:25 99:11 107:7 108:19 125:13 135:24 136:2,21 191:10 193:6,13 232:3,21 234:13 237:17 244:17 245:5,8 250:14 252:23 254:12,21 256:17 257:25 258:2 260:22 262:20 263:6,21 266:21 268:13 271:8 276:13 283:23 286:16 287:1,14, 25 294:25 295:2 298:4,10 303:8 306:8 311:2 312:7,14 316:15 meaning 185:17 193:18 means 30:5 133:10,11 309:2,4	meant 46:16,20 47:4 73:25 113:14 125:8 216:12 259:7 260:17 262:17 270:25 271:19 272:2 288:6 291:2 302:10 307:25 media 96:19 106:5 111:23 114:16 115:9 118:5,14 119:10 286:10 meet 68:25 69:10 178:20 184:18 199:7 246:23 280:7 300:14 meeting 32:18 38:6 70:13 84:15,20 85:1,15 89:24 90:7 95:13,16 98:20 99:1,14 127:18 138:3,5 139:6,8,1 4,21 140:2,4,1 1,12,13,1	4 178:6 181:11 200:8,10, 16,24,25 201:1,2,4 ,5,7,10 217:5 218:15,18 226:14,16 ,23 238:21 239:12,14 ,17,20 244:5,18 245:24 246:1,19 247:1,3,4 ,7,10,14, 20,23 248:21,24 249:4,7 259:15 273:22 280:10 282:1,5,2 1 283:8,12 284:14 290:18 292:23 293:1,4 297:1 299:6,7,1 0,12,16,1 9 300:12,15 ,18,24 301:6,8,1 6,19,24 302:2,10, 13,17,21, 22 303:1,3,5 ,12,25 meetings 200:4 201:19 202:2,7,1 1,12,14,1 6
--	--	---	--	--

218:10,14	303:9	116:3	198:10	197:1
memb 244:5	mention	118:12	247:11	215:18
member	99:5	met 70:9	minimum	misundersta
36:6,11,1	124:20	199:19,22	83:11	nding
9,23	236:8	226:10	Minister	25:24
45:18	mentioned	246:18	179:19	123:18,23
46:22	37:4	270:17	minute 8:13	124:25
51:10	57:23	methodology	127:3	mixed 68:24
54:16	99:8	116:16	163:7	modern
59:15	115:18	262:4	190:13,16	34:10
60:6,11,1	118:5	268:5	minutes	moment
4 61:3,6	119:24	M-hm 9:4	66:18	22:22
62:20	124:19	24:6	127:5	30:25
63:4,7,21	158:14	52:13	239:12	178:2
64:3	236:2	153:2	298:24	181:9
65:18	292:23	155:13	mis 308:21	198:13
72:19	302:21	158:21	misapprehen	239:11
83:7 91:9	mentioning	163:21	sion	246:2
102:4	18:2	164:9	156:11	278:12
169:4	113:22	166:1	misinterpre	momentarily
212:12,13	mercifully	272:1	ted 47:20	100:12
233:9	142:23	280:21	misleading	Monday
263:20	merge	292:15	73:14	20:19
members	264:12	Michael 2:7	misrepresen	money
30:20	merger	93:16	tation	197:15
32:23	85:15	192:5	62:24	307:12
34:6,9	107:19	224:5,20	63:3	309:12
40:3	112:5,16,	225:7	64:6,16	moneys
43:23	18,22	middle	65:20,21	306:14
58:4	115:14	198:25	68:7	308:19
88:2,3	221:21	Miller	misrepresen	monitor
205:2,10	223:2	33:13	tations	119:16
244:5	245:9,11	50:7	110:6	132:2,8
263:7	255:7	mind	missed	265:22
265:6	256:22	51:14,21	196:6	monitoring
313:17	258:11,16	59:8,9,11	misspeaking	96:5
memo	261:5	,17	308:22	119:13
88:15,18	mergers	150:15	309:1	132:4
89:13	104:22	191:3	misstate	265:19
91:7,16	145:24	200:5	171:16	month 37:18
memory	222:16	213:1	misstatemen	57:22
16:23	233:17	232:23	t 68:7	113:3
17:16	261:21	271:2	misstating	122:19,21
19:3,9,19	290:21,22	282:24	136:4	monthly
20:24	message	304:2	mistaken	95:21
24:19	70:2	311:2		122:20
200:1	279:22	318:24		
239:25	messaging	mine 109:21		
279:18				

174:23	38:9,19	288:24	197:25	negotiated
months	39:8,11,2	289:14	212:24	100:9
69:18	2	municipalit	nature 9:2	negotiation
95:18	40:15,22	ies 28:20	176:13	s 296:23
98:7	41:4	40:23	183:17	ninety-five
190:3	44:17	41:5,24	191:16	95:22
287:4,8,1	45:4	42:1	207:23	nodded
9 288:5	46:8,9,14	201:13	229:4	48:22
morning	,16 48:3	231:10	234:15	Nolan 3:15
21:19	52:11,18,	233:13	266:10	140:1
102:10	25 55:3	235:20	272:23	144:25
104:10	57:2,9,17	243:4	273:1	151:25
123:15	60:1 69:5	250:15	287:15	221:7,11,
280:9	72:18	municipalit	290:8,9	12,16,20,
motion	73:24	y	296:23	25
32:16	76:19,20,	33:15,16	naught	222:6,18
motivation	21 83:5	41:8,10,1	232:15	223:9,11,
250:11	99:3	8,21	navigating	15,24
move 11:2	101:14	51:5,24	82:16	224:23
41:13	109:25	140:18	NDA	225:8,11,
43:12	110:1	175:12	294:16,23	17,22
60:4	119:14	176:8,10	necessarily	226:15,21
76:13	124:5	177:9	165:9	,25
81:1	125:12	179:7	177:22	227:8,14,
90:19	132:1,6	183:18	180:10	25
98:21	138:19	186:4,24	208:25	228:15,19
106:11	144:11	189:2	308:18	229:3,8,1
126:11	145:11	194:9	necessary	5,22
127:11	150:10	198:11	29:22	230:1,5,1
178:4	151:22	218:8	30:12	1,18
262:14	161:1	271:15	121:3	232:1,8,1
moving	169:6,13	275:14	157:15	2,17
72:15	171:13,21	298:6	270:3,7,1	233:1,6,2
175:1	,25	municipally	2 271:3	0
262:2	172:3,5,1	245:12	293:11	234:5,8,1
298:19	2,17	municipally	necessity	2,16
mu 309:15	173:1	-owned	19:15	235:4,16
multiples	175:21	245:14	20:7,9	236:1,5,1
238:22	176:5,8	myself	160:11	0,15
Muncaster	177:4	54:15	needless	237:4,11,
90:2	179:19	162:22	224:25	18
200:25	180:17	305:19	nefarious	238:2,4
munic	183:17	<hr/>	145:7	239:15,24
250:13	188:23	N	negative	240:8,14,
municipal	201:16	namely 28:4	59:11	22
28:8,19	234:17,23	name's	206:3	241:9,14,
36:2,20	235:3,7,1	171:3	208:6	17,22
	2 236:7	narrative		242:9,20
	244:12			243:1,5,2
	265:21			
	279:9			

2	0	17,21	185:9	objectionab
244:1,9,1	277:2,13,	310:25	note 18:8	le 225:3
7,21	18,23	311:5,23	28:7	objectives
245:7	278:9,11,	312:7,14,	164:7	105:6
246:2,7,2	17	24	196:3	obligation
0	279:4,15	313:9,13,	198:9	61:7
247:2,9,1	280:2,21,	24	noted 75:19	135:25
5,24	25	314:5,13	165:23	201:15,16
248:10,20	281:13,21	315:1,5,8	168:12	238:8
,23	282:4,6,9	,11	notes	271:3,6
249:6,8,1	,14,19	316:8,10,	70:11,21	284:8
1,18,22	283:2,14,	23	74:11	obligations
250:8,13	18,22	317:4,9	198:24	49:9
251:1,5,1	284:1,16,	318:16	228:10	54:17
5,19	22	319:3,12,	nothing	102:4
252:2,13,	285:1,12,	21	31:10	122:7
20,24	18,22	Nolan's	46:8	179:18
253:11,14	286:15	17:8	144:16	189:5
,22,25	287:1,9,1	224:9	145:7	obliged
254:4,7,1	3,24	non 102:3	294:9	179:19
1,20	288:7,13	294:10	312:19	observer
255:14,18	289:4,7,1	non-audit	notice 6:5	217:21
256:3,14,	7 290:1,4	294:15	13:13	obtain
16 257:16	291:4,15,	non-	134:14	45:2,19
258:2,18	20,24	disclosur	nowhere	116:4
259:3,8	292:15	e	231:1	obtained
260:1,9,1	293:2,7,1	103:6,17	np 2:18,21	45:10,20,
4,19	3,20	294:3,5	numerous	22
261:13	294:8,24	295:24	279:17	obtaining
262:18	295:10,15	none 167:4	<hr/>	45:16
263:2,6,1	,21	235:18	O	obvious
9	296:2,8,1	noon 30:22	oath 38:4	61:17
264:4,13,	1,18,24	nope 182:11	56:23	264:1
24	297:5,13,	nor 201:15	57:1,15,2	obviously
265:10,15	20,25	229:10	1,22,24	8:20
266:3,11,	298:15	normal	58:3	18:15
17,21	299:14,17	218:2	59:22,23	24:25
267:7,12,	300:19	269:7	172:14,15	35:21
19,25	301:2,5,1	294:9	,17	36:18
268:14,20	1,25	295:7	201:17	38:16
269:1,7,1	302:7,12,	normally	208:14	39:1
3,18	16	18:3 38:4	object	48:16
270:12,22	303:8,20,	218:7,12,	133:23	51:19
271:5	23	17 219:4	225:4	56:10
272:1,4,1	304:6,16	275:2	objection	57:5 61:3
0,21,24	305:11	notable	134:25	62:16
273:6,13,	306:9		224:13	67:14
17,19	307:5,8			
274:24	308:3,6,9			
275:12,24	,17			
276:2,6,2	309:9,13,			

87:17	offer 202:8	40:20	153:18	65:20,21
99:2	280:16	43:11	154:18	68:8
140:14	offered	44:14	155:1,2,1	136:3,9
160:25	84:15	50:10,22	0,20	onerous
207:11	94:17	53:10,17	156:18	41:19
209:3	318:25	55:14	157:23	ones 166:22
223:3	office	56:3,6,9,	158:23	167:18
247:17	56:23	18,22	160:3,19	263:8
263:7	57:1,16	58:25	163:17,22	ongoing
264:25	58:3,5	60:23	164:18	91:1
271:7,11	59:22	62:21,23	165:6,14,	316:4
272:15	68:22	63:10	17,20	Ontario
287:4	73:6	66:11	166:6	1:20
318:17	150:9	67:2	167:2	39:23
occasion	151:17	71:11,14	168:10	41:11
16:19	172:14,15	72:14	169:1	104:24
17:4 47:6	,17	74:7	170:11	176:23
218:13,14	184:20	75:11	171:17	192:9
,25 305:1	201:18	76:10	173:13	245:9
occasional	213:11	81:2	177:13	257:11
33:19	300:7,8	87:13	181:7	305:17
occasions	officer	88:4,7	184:2	onus 60:6
6:23	180:18	94:8,9	193:25	open 51:21
20:22	183:15	97:14	196:10,18	59:8,9,18
72:7	215:2	99:12	197:12	218:3
194:7	222:7	100:13	199:1,17	219:1
199:21	300:5	104:14	200:9,12	237:15,16
occupying	offices	107:12	203:25	,17 248:1
48:13	70:9	111:4,11,	204:14	opened 7:17
occur 47:11	247:11	12 112:24	206:6,11	8:16,23
289:5	official	113:19	209:22	open-ended
occurred	75:15	114:2,20	210:14	113:13
37:18	officials	115:19,21	212:22	opening
40:7	90:9	116:12	215:14	7:14
49:15	Oh 58:18	117:9,14	217:18,23	operates
95:13	168:4	118:15,22	223:10,19	82:25
241:13	181:6	119:11	227:10,23	213:7
249:3	190:12	120:1,13,	247:25	operating
283:12	281:11	23,25	249:22	215:2
occurs	okay 10:11	121:20	255:18	300:5
37:10	16:17	123:1,10	260:10	opine
October	23:17	124:22,24	273:18	138:15
32:14	29:16	126:4	276:4	opinion
301:4	31:7,9,13	128:3	279:24	45:2
OEB 205:22	32:8,9	136:15	281:14,21	47:9,17,1
307:2,3,1	33:25	138:25	297:6	8 48:14
7 309:7	34:17	139:16	303:20	
	35:1	143:3	308:8	
		144:2,16	omission	
		148:13	39:10	
		150:17	63:2	

49:12	303:15	177:16	overly	95:24
59:1 68:5	305:8	196:4,6	297:21	132:19,23
71:19	312:3	208:6	overstating	pale 174:23
73:11	opposed	224:7,11	192:3	paper 43:16
74:14,24	28:22	230:25	overview	88:21
76:25	30:2	233:21,22	222:15	paragraph
77:20	215:10	254:13	owned	17:22
86:15	261:24	259:20	245:13	18:9,11
87:5	265:9	260:21	298:5	28:12
114:9	268:19,22	265:16	ownership	29:9,19
125:17	optic 78:19	292:25	231:10	68:12
134:10	90:18	307:20	250:16	70:23
160:25	267:5	otherwise		71:1,16
187:12	optics	19:20		72:16
194:8	89:1,22	34:4,9	<hr/>	74:10
215:6	90:24	282:13	P	76:13
218:11	267:3	291:17	p.m 127:7,8	81:25
280:17	option 69:2	308:5	142:12,13	82:9
opinions	164:24	O-U 75:4	153:20	85:13
135:16	260:7	ours 230:22	221:4,5	91:14
opp 256:6	options	outcomes	299:1,2	92:9 94:1
opportuniti	227:2	46:23	319:25	95:12
es 104:21	261:7	outlay	packages	96:10,12,
107:18	orally	48:15	174:24	21,25
112:4,16	269:6	out-of-	page 3:2	97:7,11,2
119:17	order 37:23	pocket	4:2 13:13	5 98:24
132:9	105:15	122:21	15:17	99:9
255:6	186:5	outreach	28:12	100:16
256:7,21	ordinary	290:19	29:9	101:11
257:9	144:9,17	outset 84:2	30:3,24	111:17
258:4	organizatio	136:2	31:10	113:6
264:16	n 189:23	237:6	67:12	114:1,10,
265:23	organized	outside	68:12	18
319:1,2	126:25	107:22	85:21	115:1,2,1
opportunity	orient	135:10	89:13	8 117:19
11:18	159:5	235:8	91:16	118:6
69:10	orientation	256:25	104:17	119:25
82:20	37:7,13	257:10,11	106:24	120:10
114:7	38:8,16	269:19,23	116:12,15	123:13
131:8,16,	44:3	271:9	120:21	127:24
19 132:3	57:22	outstanding	144:6	128:12,25
134:3	originally	35:13	148:13	130:18
153:5	312:11	overall	152:2,5	139:24
155:24	others 33:6	47:15	159:3	154:11,12
165:23	108:24	77:13	161:21	159:6
174:2	139:8	249:13	163:23	163:2
255:12			203:14	173:20
258:17			204:13	174:11
280:7			292:7	228:2,6
			paid 48:13	238:12,16

240:4	ng 61:23	202:21	96:13	194:3,12,
245:20,22	88:16	205:20	98:19	17
,24	91:2	207:12	100:8,21	195:2,5,7
246:11,15	313:21	211:7	101:18	,8,15
248:12	318:25	213:7	103:8,11	196:5,10,
249:20	participati	217:6	105:1,14	12,18,23
285:4,8	on 300:14	261:4	106:1	197:3,8,1
298:18	313:3	289:15	111:16,18	3,17
299:5	particular	312:3	123:17	198:12,21
301:18,19	37:19	partnering	125:2	199:2,5,1
308:11	70:19	312:1	127:19	2,17
309:25	83:15	partners	128:5	200:6,10,
315:23	95:24	9:3	133:20,22	13,20
317:11	114:6	152:13	139:25	201:11
paragraphs	125:9	175:3	140:11	202:5,20
103:15	131:8	211:8	171:1,2,3	203:8,12,
paraphrase	144:5	313:19	,6,18	16,24
187:9	145:24	partner's	172:2,7,1	204:9,14,
206:1	156:23	7:4	5,23	17,18,22
290:9	194:4	192:24	173:5,9,1	205:16
paraphrased	195:13	partnership	4,18,22	206:7,12
187:10	197:22	165:21,22	174:13,22	207:4,8,1
paraphrasin	217:13	party 63:7	175:5,22,	7,25
g 247:17	218:10	passing	25 176:19	208:4,16,
pardon	227:15	57:23	177:5,13,	19
254:8	255:11	past 134:16	19,25	209:16,22
Parliament	267:15	153:4	178:14	210:5,12,
233:10	291:6,9	169:13,16	179:6,11	16 211:12
partial	295:5	233:23	180:10,14	212:21,22
51:19	300:10	path 231:11	,23	213:6,10,
participant	317:13	Patrick	181:5,17	15 214:24
171:6	particularl	2:21	182:1,8,2	215:14
217:21	y 67:18	paucity	2	216:19
participant	135:16	77:24	183:2,5,1	228:7
s 16:9	168:25	Paul 2:10	0,13,14,2	234:3
188:11	295:3	3:11	5	239:10
participate	particulars	63:14	184:3,9,1	240:6
42:2	61:19	64:3	2,15,16	285:25
202:7	parties	69:20	186:1,21	286:4
217:20	14:9	70:1,14	187:1,7,2	Paul's
312:23	98:21	81:5,10	1,25	98:22
313:11	189:5	82:7 86:7	188:3,9,1	PAUSE 5:12
314:10,24	partner	87:6	0,19,22	10:22
participate	143:24	88:13	189:3,15	11:8 13:3
d 162:3	151:21	91:24	190:1,8,1	14:22
participati	191:22	94:16	2,17,20,2	15:4,11
197:20	192:19	95:15	1	20:15
	194:6		191:2,21	22:19
	197:20		192:15	27:18
			193:3,19,	28:16
			22,25	

29:5 31:4 52:3 56:20 69:14 71:5 88:9 91:5,11 92:15,20 93:1,6,10 ,14 94:5 95:9 97:3 102:22 103:1,23 115:24 117:6,21 123:7 126:8,18, 23 127:21 128:1 130:15,21 131:21 138:23 152:7 158:11 167:14,23 168:8 170:24 181:3,24 190:10 194:15,23 196:21 198:19 202:18 203:4,10, 22 204:7 228:4 229:17 238:14 239:4 243:12,20 ,25 246:5,13 248:3,15 252:18 270:10 278:6,15 285:6 292:4,10 310:1 pausing 305:2	pay 253:7 PDF 11:16 pecuniary 36:10,11 61:8,10,1 1,12 pen 254:10,15 penalty 54:3 penned 70:20 penny 138:7 people 9:22 11:17 12:22 16:10 18:16,23 41:20 89:25 90:1 132:20 192:14 201:24 202:12 205:8 210:20 211:4 213:17 people's 269:16 per 52:11 92:4 perceived 89:21 236:9 237:9,10 267:3,23 percent 95:23 151:8 208:14 298:5 perception 212:18 perfect	110:25 283:2,21 perfectly 76:16 298:1 performed 169:19 perhaps 41:19 44:4 47:12 48:22 51:19,21 59:1 71:21 72:6 84:25 151:16,19 171:10 179:17 191:24 194:18 202:21 241:25 period 35:22 95:18 188:15 198:23 205:21,22 221:24 222:5,22 241:5 248:9 257:13 296:22 305:4 314:22 316:1,13 periodicall y 33:15 permitted 28:20 permitting 40:23 pers 267:23 person 33:12	44:25 46:1 48:1 61:3 73:22 153:17 178:13 179:25 180:1,21 189:22 208:5 211:15 217:25 241:3 personal 182:18 183:9,18 185:1,20 186:23 288:2 personalize d 96:3 116:2 118:8 263:12 personally 103:11 132:24 146:7 persons 34:8 51:18 perspective 66:15 85:8 146:9 147:25 174:25 191:6 192:4 198:2 213:2 216:3 persuasion 59:18 pertaining 67:5 75:10 pertains	54:14 110:7 180:19 phone 9:13 25:17,22 26:11 85:1 178:1 181:11 phonetic 169:19 photographi c 279:18 phrase 46:20 147:17 156:24 pick 9:13 289:8 piece 39:1,21 49:3 57:24 147:12 276:8 pilot 310:13 311:4 312:25 317:8 placeholder 53:19 plan 257:7 planning 39:22 84:18 96:18 106:4 111:23 114:16 119:24 175:21 177:23 218:9 260:25 286:9,17 plans 119:2
--	--	--	---	---

300:17	37:19	96:21	247:19	96:13
play 12:17	42:21	107:15	257:19	97:17
98:11,19	44:9,10	117:17	262:14	106:2
99:1,4,10	58:3	134:2	301:12,15	107:18
189:9	62:14	151:4	314:1,20	111:18
193:4	63:18	171:9	possession	112:4
232:2	82:13	198:6	25:9	113:16
313:11	83:22	201:14	possibiliti	119:20
plays 66:8	85:11	210:1	es 257:21	124:7
please 8:1	94:21	255:15,20	possibility	132:12
22:16	105:15	policies	223:16,17	199:24
31:2,6	107:17	189:22,23	,22 224:2	223:13
66:24	108:20	political	226:8	225:16,23
73:9 92:5	112:3	116:4	227:1,5,7	227:13
94:8	114:3	232:10	,12,17	230:10
106:21	123:14	pool 41:24	229:10	232:11
144:4,6	127:1	poor 257:1	239:21	239:9
148:8,14	137:10	portion	250:9	240:6
150:14	149:18	24:22	299:22	244:7
152:2,4,1	168:19	149:4	302:22	251:12
6,17	171:12	posed	305:13,16	255:6
159:2,18	173:10	213:23	307:14	256:6,7,2
171:13,15	197:7	217:14	312:21	1
175:10	208:8	posing	possible	258:16,25
181:1,5,9	224:6	211:23	26:13	261:4
182:9	227:15	213:24,25	37:22	264:21
184:24	229:12	position	108:3	266:14
185:14,22	242:5,19	9:25	151:6	267:23
195:16,19	249:14,25	19:8,18	162:2	275:23
,21	251:4,7,1	34:17	203:1	285:16
196:7,24	4 256:19	47:25	230:12,13	286:4
202:22	257:8	48:13	233:14	289:14,15
203:25	258:24	68:20	246:24	290:22
206:15	259:23	72:11	291:9	300:17,25
215:18	260:4	81:18	318:22	313:6,7,1
243:23	287:21	89:4	post-2012	0,25
246:3	290:5	110:5	207:18	315:12
278:12	293:11	118:18	post-	318:12
pleasure	296:14	170:4,6	transacti	potentially
188:23	297:10	206:20	on 210:6	15:17
189:12	313:6,7	207:13,14	potential	69:8
plus 122:19	318:24	221:22	43:22	73:16
po 267:23	pointed	222:5	68:22	98:3
313:5	163:13	233:18	69:12,22	114:15
pocket 45:1	168:21	263:15	70:4 78:9	237:10
48:6	pointing	266:25	79:2 82:6	311:14
podium 51:1	212:23	275:2,5	85:25	pound 138:7
point 19:21	points	positive	87:10,23	power 81:23
	43:15			82:5,21
	91:17			121:11,14

,22 122:5	,24 112:1	257:5	313:11	260:11
131:18	114:23	258:5,15	316:20	prepare
145:2	116:9,11,	259:6	Powerstream	114:4
223:14	24 117:11	260:12	's 295:10	131:6
238:17,18	118:10,25	261:3	practice	132:11
,19,22	120:5,17	262:21,22	37:15	148:2
239:8	121:4,7,1	266:16,20	144:9	255:9
240:5,7,1	5,18,23	268:8,18	175:15,18	prepared
5	122:15,16	270:5	186:20	14:7 29:1
274:4,13	123:16	271:25	217:19	82:10
284:19	125:1	272:8,19	218:2	96:8
292:18	128:22	273:4,12,	222:23	100:11
317:23,24	129:11	15	249:12	122:16
powered	130:24	274:3,7,1	294:9	148:5,9
113:2	131:4,15	1,14	295:7	preparing
PowerPoint	137:7,13	275:23	practices	5:23
168:3	142:21	280:6,12	174:19	presence
259:13	143:6	284:20,24	preamble	258:8,9
PowerStream	144:25	285:17	54:8	present
2:21	145:2	286:3,14,	precautiona	45:21
11:15	146:15,20	25 290:15	ry 50:1	66:2 68:5
63:16	147:8	292:19	precedent	90:2
68:17	148:20	293:10	56:17	142:4
69:11,25	164:3	295:13	149:5	257:10
70:9,14	166:24	296:1,16	159:8	presentatio
77:22	174:1	299:8,9	273:5	n 21:20
78:5	199:9,25	301:21	precipitate	43:16,17
81:16,18,	201:15,22	303:16	d 170:6	44:23
24	207:19	305:6,14	preconditio	56:24
82:6,10,1	217:7	306:10	ns 102:6	57:13,23
6,17	219:22	307:15,20	predated	81:22
83:10,15	220:1	308:4	279:21	82:2
84:13	221:18,23	310:5,10	predicated	169:3
85:13	222:10,25	311:9,16	78:11	215:19
86:3,6,20	224:15	312:23	prefer	217:8
87:2	229:11	313:8	27:14	238:17,18
89:7,11,1	231:18	314:1,9,2	59:7	,24 239:7
9	233:4,16	3 316:5	173:12	243:15,17
90:12,17,	237:15	317:2	preliminary	244:2
25 91:15	238:25	318:1,10	225:25	248:6
98:23	239:9,17	powerstream	231:1	249:2,20
99:18,20,	240:5,18,	's 69:1	310:15	251:4
21 100:19	19	107:21	preparation	259:5,14
101:3,7,2	242:1,17	115:14	31:17	318:6,11,
4 102:5	245:8	119:2	114:22	14
103:8,10,	250:18	121:10	255:21	presentatio
13 104:20	252:1,11	147:10		ns 165:12
105:5	253:19	242:18		259:8
107:5,25	254:17	256:1,24		
110:18,19	255:22	261:11		
	256:7	295:20		

presented 32:17 39:17,18 63:14 150:13 168:13 178:21 217:7 240:9	prime 250:18	227:21 241:2,11 247:9 261:14 269:2 298:6 308:25 309:5 313:14	316:12	293:17,18
president 300:5 305:21	principal 105:2	principally 312:8	proclaimed 39:2	progressive 119:4
pressure 231:8 242:3	principle 164:14	principle 164:14	proclamation 40:7	project 124:16 294:16 303:22 304:5 312:6 313:21
pretty 80:3 104:16 169:9 280:25 300:13	principles 46:23	problem 60:17 187:23 228:20 316:17	procurement 209:1 210:11 212:2 214:7,15, 19	projects 305:9
previous 169:20 199:6 233:17 278:21	printed 108:16	problematic 147:5	profess 201:16	prompts 67:22
previously 3:5 5:3 90:20 143:24 152:25 154:15	prior 9:10,11 35:16 38:6 57:22 88:16 159:9 187:3 222:13 240:24 296:7 300:24 301:2	problems 85:18 250:3,25	professiona l 41:20 118:1 119:5	pronouncing 183:19
pri 226:19 271:5	priority 89:12	procedure 134:11	profile 96:3 116:19 117:11,25 262:10 311:25 312:2 313:25 314:1,19 317:6 318:21	proper 43:24 148:1 244:25 271:6
price 95:23 238:23	private 175:17 222:23	proceed 261:9 283:16 310:13 311:4	profiles 119:5	properly 75:3 183:19 215:3
pride 231:9	privilege 178:10 228:22	proceeding 18:4 120:9 143:25 246:24	program 96:4 116:2 118:8 173:2 263:12 306:20 307:16 317:23	proposal 68:25 70:15 74:14 77:13 81:4,19 89:23 95:18,21, 25 103:20 261:18 286:2
primarily 107:21 256:24 317:22	privileged 226:19	proceeds 167:4 287:22,23	programs 305:13 306:17 307:2,10	proposals 114:23 255:22 259:6,7,9 260:11
primary 231:16 265:17 271:6 289:21 302:13 303:2	privy 265:11 294:18	process 42:2 69:6 81:14 84:22 85:11 120:4 164:21 213:4,22 215:23 260:25 261:6,16 268:7	progress 119:2	propose 67:7 68:4 78:5 89:20,24
	probably 34:22 42:5 135:10,11 ,13 137:25 142:2 217:24		progressed 94:14	proposed 162:11

255:4	101:19	20:2,3	212:12,13	116:3
proposing	105:17	40:22	,18	163:25
230:16	140:20	45:11	218:18	201:8
proprietary	143:20,24	47:4	237:25	224:19,23
295:13	146:10,20	158:24	286:8,17	294:20
propriety	153:25	159:25	290:19,25	295:22
146:4	165:7	284:9	pull 20:13	302:13
protected	176:4	292:8	144:4	303:1,2
225:6	187:2	provisions	148:7	purposeful
protocol	192:18	17:25	228:1	268:21
34:7	194:20	18:7	238:11	purposes
proud 309:1	215:22	28:20	252:15	104:9
prove 45:20	219:9	32:22,23	276:23,24	199:22
309:11	228:25	46:14	277:10	202:15
provide	234:2	159:22	278:3	279:2
47:8 64:7	238:21	189:8	285:3	285:21
71:18	243:15	235:11	308:10	303:3
77:6,9	279:2,12	provision's	309:24	305:9
90:8,25	280:23	54:3	pulled	317:8
101:5	291:5	proximity	20:22	pursue
102:18	312:5	257:18,24	28:13	83:10
110:18	providing	258:11	43:7	142:4
111:19	47:16	prudent	104:10	245:17
120:5	63:19	46:4	111:10	pursuing
121:17	86:14	65:15	253:16	69:2
125:16	96:15	121:3,25	purchase	104:20
128:21	99:20	149:17	21:6 24:5	311:7
146:22	106:2	251:21	25:6,14	puts 122:6
209:13	113:10,17	270:3,7,1	107:19	putting
212:15	118:1	5,24	112:5,16,	19:24
218:5,10,	176:4,17	271:4	18	46:3
11 226:19	199:9	274:16	148:18,21	67:15
233:3	210:24	292:20	159:10	80:12
242:1	212:5,24	293:11	238:23	108:13
255:23	229:10	295:4	255:7	156:13
268:8	230:19	public 87:2	256:22	166:14
274:9	233:5	95:6	purchaser	174:25
284:19	280:12	96:17	144:10	198:16,17
286:3	284:8,13	105:13	purchasing	204:1
provided	285:15	106:4	210:4	
26:24	286:6,14	111:22	212:9	<hr/> Q <hr/>
32:13,16	province	114:15	216:16	QCs 176:25
60:12	38:25	115:10	purely	qualified
76:24	39:18	118:4,14	143:16	150:18
77:25	104:24	119:10	purports	151:1
86:10	250:21	128:9,23	317:22	309:8
99:25	provincial	129:13	purpose	qualifiers
100:3	39:1	175:15	78:4 90:7	
	280:18	177:2		
	provision			

207:23	298:1,2,1	68:13	rated-based	137:19
qualify	0 308:13	127:11	238:22	193:9
304:23	312:20	228:21	ratepayers	215:17
question	questioned	234:21	205:12	reads 88:18
6:10 7:20	129:6	quietly	rates	111:17
8:3,10	198:10	147:8	306:10,24	real 131:14
12:8	questioning	quite 9:22	308:2,13	223:17
21:14	42:22	10:6	309:2	305:14
23:1	79:23	48:17	rather	reality
25:11,12	135:15	75:24	65:17	90:16
48:20	136:10,12	188:6	173:10	realize
50:20	203:1	190:22	179:12	71:25
60:20	questions	203:20	180:11	realizing
63:18	27:3 51:2	303:10	198:1	72:11
64:13	52:6	quote	200:11	really 7:3
70:20	67:16	247:18	207:20	10:8 38:5
83:21	79:18	<hr/>	208:10	42:25
87:19	80:12,17	R	319:12	48:19
94:10	94:10,12	<hr/>	ratio	52:22
111:12	108:24	radar 186:6	164:23	63:8 79:3
126:2	110:5	313:8	rationale	99:7
129:15	111:5	Rae 39:19	311:20	101:20
131:12	134:6	raise	314:18	110:11
133:4,13	135:9	6:18,22	rationales	125:5
136:12	136:16	179:3	311:22	126:1
141:13	141:21	204:11	312:5	134:24
151:7	142:24	217:11	re 19:18	135:3,14
166:16	146:7	219:2	184:7	136:13,14
167:5	161:19	311:24	219:15	137:19
178:8	170:19	314:19	299:18	138:13,18
179:24	178:3	317:6	reach 45:1	158:1
183:4,6,1	204:11	raised 6:1	48:6	184:17
1 194:4	211:23	50:2	reached	208:12
198:1,14	213:18,23	68:23	178:5	230:20
204:1,12,	,24	70:18	207:1	232:1
20 205:4	214:1,2,2	86:2	228:13	242:10
206:8	3 216:20	157:10	258:14	252:3
211:18,25	218:14	188:11	reaching	263:22
213:17	222:15	raising 7:3	228:18	285:1
216:9,10,	224:8	9:10	311:11	reason
17 217:14	244:8	209:24	reaction	43:20
218:21	273:24	312:2	291:3,4	45:23
220:16	282:12	rapid	reading	61:9,17
225:3,11	303:18	207:20,23	13:18	83:20
253:9	quick	rate 304:25	92:23	287:25
256:9	123:20	307:4	125:6	291:16
258:21,23	124:13	308:15,18		305:23
260:2	quickly	309:3		316:16
281:23	49:8			
297:17,24				

reasonable	248:8	recently	89:4 96:6	182:17,18
60:15	249:16	285:25	120:3	183:7,9
62:16	258:18	recessing	268:6	reestablish
64:7 66:2	259:23	66:20	recommended	ment
136:1	273:9	127:7	30:10	29:20
182:5	274:20	142:12	40:17	30:11
191:3,7,1	276:25	221:4	120:8	Re-
2 198:4,5	279:20	299:1	206:16,19	examinati
201:18,23	280:23	recipients	,22	on 3:13
207:10	281:2,12	6:8	207:12	219:18
257:23	291:25	recites	268:11	re-examine
298:2	293:8	54:16	283:8	217:2
reasonably	294:5	reco 308:21	recommending	refer 68:11
62:20	299:11,15	recognize	g 20:9	102:25
65:15	300:3,5,1	177:1	record	111:15
213:1	6,21,23	recognized	34:19	126:14
reasons	301:6,7	306:20	135:22	127:15
317:5	303:6,23	recognizing	138:10	139:17
rec 24:19	317:1	198:16	179:1	175:8
recall	318:13	201:14	201:7	200:22
11:21,23	receive	recollect	records	202:9
12:5,9	32:12	11:25	179:16	reference
16:15,18,	35:10	276:21	186:12,23	28:8,10,2
20 17:22	70:15	299:20	,24	5 31:16
18:2	268:18	recollectio	recover	36:3 46:7
21:17	273:3	n 21:24	305:8	56:11
24:19	received	45:8 47:6	306:24	67:11
26:12,15,	17:17	239:20	309:12	71:20
19 31:24	21:21	244:22	recoverable	77:12
41:1	40:5	247:22	304:24	86:6,8,11
46:25	44:16	253:10	305:19,22	94:12
47:22	73:5	258:15	306:3,8,9	95:17
57:24,25	74:15	279:25	307:21,25	106:23
139:10	124:3,8	290:17	308:13,24	112:2
140:20,24	142:2	recollectio	309:2,5	113:2
159:13	178:1	ns 245:25	310:20	122:4
178:23	185:2	recommend	312:18,22	125:22
185:12	186:15	89:16	313:1	138:1,3
199:14	228:11	recommendat	recovered	139:24
201:9	285:11	ion 29:18	306:5,23	154:9
206:22	302:1	32:13	307:13	159:12
217:16,22	receiving	40:2 87:7	recovery	240:11
220:3	20:24,25	207:2	306:14	287:4
228:17	94:24	recommendat	307:7	299:19
230:3	191:7	ions	310:23	300:20
239:13	224:19	39:18	red 179:3	referenced
242:23	304:14	redacted	redacted	175:2,7
243:17	recent			references
244:4	185:2			

238:17 240:4 referencing 59:2 68:5 101:18 referred 15:18 52:7 72:3 128:4,25 174:16 referring 22:8 47:18 103:25 106:17 112:11 116:7,22 240:16 278:10 refers 294:3 reflect 279:7 reflected 284:20 288:25 289:25 315:23 reflection 209:18 reflects 89:6 144:21 246:8 288:10 refreshing 24:19 refrigerati on 307:16 refuge 60:17 regard 37:25 67:20 77:7 78:3 107:13	171:19 regarding 70:6 119:22 124:12 163:15 238:22 290:13 regards 188:12 region 280:13 regional 164:1,21 165:22 169:24 242:21 257:22 registratio n 173:2 regular 32:18 92:12 100:6 316:6 regularly 268:15 304:19 regulations 177:15 regulatory 305:21 307:22 reimbursabl e 308:20 reinforce 261:15 reinforced 47:13 227:16 267:14 279:22 reinforces 53:1 reinforcing	281:17 reinserted 160:11 relate 286:19 287:2 related 23:12 62:16 79:18 85:18 88:25 90:10 96:17 98:4 99:21 105:13 106:4 111:21 112:12 114:6 116:5 131:8 135:7 171:8 178:3 183:17 186:10,24 196:16 197:22 198:15 200:13 201:21 202:13 204:2 211:3 215:19 250:3,25 255:11 286:8 291:8 relates 9:2 34:16 78:13 90:13 115:13 139:6 179:8 189:5	256:1 relating 77:13 121:11 125:23 255:24 274:4 relation 67:5 98:10,13 103:9 131:15 136:20 230:16 279:13 relations 96:17,19 105:3,13 106:4,5,7 111:22,24 114:15,16 115:10 118:5,14 119:10 129:14 171:23,25 172:4,19 286:8,10, 17 290:19,25 relationshi p 78:10 90:11 113:1 128:22 177:11 187:14,23 199:24 207:9,18 208:3,10 209:5 211:1 219:8 234:9 238:23 242:7,11, 15 relationshi ps 116:5	209:9 relative 34:14 relatively 300:7 relaying 134:19 relevance 110:4 relevant 67:4 98:20 262:13 288:22 reluctance 231:11 rem 247:15 remainder 20:1 remained 267:8 remaining 255:19 remains 235:19 remark 31:13 remarks 84:2 remember 108:6 162:3 172:16 186:22 229:1 241:7,9,2 0 244:1 247:14 257:17 266:12 270:23 276:8 281:9 287:11 288:15,17 299:25
--	---	---	---	--

300:13,19	304:7	274:5	requiries	respecting
303:9	reporter	reputation	130:1	115:7
312:12	282:11	89:7,11	requiring	148:20
remembering	reporting	request	17:19	289:14
281:6	18:12	75:16,21	101:24	respond
removal	19:11	89:23,24	158:15	119:20
158:14	140:1,12	165:19	resend	132:11
remove	222:12	219:9	185:15	214:6
18:18	247:3	259:16	resent 40:5	310:8
20:4	reports	requested	reservation	responded
160:1,18	118:2	30:19	s 209:2	72:15
161:3,15	140:3	86:8	210:24	133:7
removed	175:21	requesting	residential	178:22
154:12	268:19,25	69:9	239:1	responding
160:20	304:14,20	86:16	resistance	214:4
repeat	represent	296:16	231:15	response
52:17	28:2	require	resolved	51:5 73:5
166:16	100:25	73:8	32:11	74:20
192:17	191:19	102:3	resonates	77:20
225:9	291:22	185:9	179:21	129:12,20
289:18	representat	required	resource	130:11
repeating	ion 62:25	95:7	176:17	131:17
54:15	191:8	100:25	resources	132:22,25
replaced	206:10	101:10	41:24	174:14
29:23	286:23	115:13	232:15	178:16
30:13	representat	121:25	respect 9:6	179:12,14
replied	ions	128:10	10:7 28:3	205:13
101:9	110:6	159:7	57:1 80:5	213:18
reply	215:15	255:25	121:9,21	214:25
123:20	representat	268:2	123:25	216:5,6,7
report	ive 217:6	270:13	224:14	259:16
29:1,17	representat	274:16	232:6	314:4
30:8,9,25	ives 86:9	282:25	256:10,12	responses
31:21	246:16	292:21	258:25	10:1
32:6,14	represented	requirement	259:2	264:18
35:22	191:4	59:24	260:10,16	responsibil
41:3	277:15,17	68:14	263:3	ities
45:16,19	278:1	137:3	266:24	98:3
119:16	284:6	271:15	267:6	201:21
132:3,8	291:16,18	273:21	274:2,12	222:4
159:7	representin	requirement	279:9	responsibil
179:25	g 5:24	s 52:18	291:7	ity 169:3
246:25	162:22	267:21	292:17	responsible
265:22	191:13	271:13	298:13	73:23
268:15	194:8	297:8	310:4	176:6
reported	represents	requires	312:6	180:2
	121:12	109:16		222:8

responsive	277:21	19:1 22:3	253:5	152:12
8:3	279:3,14	28:4,6	280:3	Ritacca
270:25	282:22,25	29:21	288:14	2:24 3:12
restrictive	283:13,16	30:11	revised	183:22
169:14,21	285:14,16	31:15	24:4	184:2,6,1
result	,21	35:3	25:17	0
19:19	287:15	44:12,23	159:18	216:23,25
69:7,9	288:19	48:10	revising	217:1,10,
85:18	289:13	49:14	162:11	18,23
188:6,7	293:23	50:7	revisit	218:23
205:10,18	294:2,6	67:8,13	310:14	219:13
221:20	296:1,10,	68:14	RFP 33:5,10	220:23
250:4	14,17,20	69:19	89:22	221:2
resulted	297:7	71:2	124:7	road 60:17
136:23	298:14	88:15	223:13	135:2
resuming	302:4,6	92:5 94:2	230:10	Robert
66:21	retainers	99:2,16	256:13	11:14
127:8	191:17	100:1	258:25	42:11
221:5	265:3	106:13	259:17,24	robust
299:2	retaining	120:15	260:5,13,	216:1
retain	230:9	131:2	22	Rockx
33:11	231:19	151:3	261:6,9	165:16
48:5	234:3	153:5,7	287:5,22,	Roger
229:14	239:21	155:24	23 291:9	169:19
261:12	244:7	163:1,19	293:17	role 77:22
retainer	245:3	165:3,10	296:22	98:22
7:4 9:2	267:6	169:20	300:17,25	175:12
101:3	reticence	174:2	301:1,3	177:9
106:9	130:1	249:13	313:8,22	185:13
120:19	RETIRES	280:3	314:4,12	224:9
121:14	319:23	318:11	316:1,7,1	254:6,7
122:13,19	retreat	reviewed	2	290:21
,25	85:14	17:21	318:12,22	304:12
130:24	248:7,9,1	30:8	,25	313:11
131:2	8	36:22	RFPs 260:16	roles
137:4	249:2,10,	44:11	RFP's	297:12
174:6,15,	12	52:22	314:11	Ron 6:6,13
17,24	retrospect	103:19,20	Richmond	11:16
191:16	298:10	125:19	245:11	20:18
219:23	return	129:4	Rick 5:17	24:20
246:24	17:19	155:8	16:3	25:13
254:6,8,1	19:1	164:8,11	38:15	143:24
8 262:5	306:25	279:17	48:9	162:8
267:21	309:3	281:8	49:16	165:13
269:15	returned	reviewing	50:2	193:16
273:2,9,1	17:7	21:5	70:24	213:24
1	review	131:24	90:5	214:18
274:7,21	17:19	150:7	101:18,19	
275:21,23		249:14		

roof 113:2,3	30:17 38:15 49:15	156:4,20 283:16	299:11	253:23 255:1,3,1 3,17
room 217:21,25 300:8,10	50:2 63:12,22 64:2 65:6	satisfied 138:19 247:5,8,1 7 254:23 276:11,14 ,18	schedules 38:6	256:17 259:4 265:18 268:4 269:10 315:22
Rosati 242:22	67:5 74:18	277:4,13 283:10 287:14 289:21,24	scheduling 142:3	
rough 190:4 198:24	78:13 84:15 90:4	satisfy 235:1 247:23 276:15 282:24	scope 101:2 102:17 106:12,14 107:2,16 112:2,15 121:13 122:12 135:20 255:3,4 256:4 258:21,22 259:1 262:3 274:6 284:4	scrolling 228:9 293:23,24
route 59:21	92:1,12 105:10 106:19 107:5 126:13 127:16 128:12,14	Saunderson 32:16		se 52:11
royal 40:5,6	129:2 131:10 132:14 152:11 219:21 229:24	saving 45:11		search 42:15
rules 134:11 177:15		saw 5:16 13:20 147:15 155:4,6 174:7 199:15 244:23 288:19 296:7 299:19	Scott 176:25 192:8	searching 210:8
running 250:19		scandal 41:3	screen 81:7 108:3,6,1 4 111:10 130:19 184:7	seat 45:13
Ryan 2:19		Scarpitti 243:1,6	screens 173:11	second 17:22 18:9 20:11 83:19 96:10,11 111:17 113:6 114:3,9,1 7,18 115:2 116:14 117:18 118:16 163:22 169:25 173:20 183:1 184:16 195:25 203:7 245:12 263:13 310:22
<hr/> S <hr/>		scenario 64:9 126:16	scroll 13:7 30:1 31:1 92:22 94:7 106:21 107:16 148:14 152:4,15 153:21 159:15 163:9 164:7 165:24 167:20 228:8 239:2 243:9 251:6	
salaries 41:20	Sara 12:21 16:4 29:2 30:9 35:21 38:14 47:6,13 70:25 72:4 90:5 101:19 152:12 155:17 185:3,10 280:9	scandal 41:3		
salary 48:10,11, 12	Sarah 73:13	scarpitti 243:1,6		
sale 68:22 86:1 144:11 148:10 163:15 209:25 216:12 217:7 223:13 224:2 227:3,12, 13 230:10 231:25 232:11 251:12 256:13 289:15 300:17	sat 39:17 134:17 242:18	scandal 41:3		
	satisfactio n 148:24 149:12 150:2 152:22	Schedul 39:25 84:15 104:1 142:1		
Sandra 2:12 5:18 16:3 28:2	satisfactor y 13:19 78:7 92:7	scheduled 32:18 88:17 98:20		seconds 157:20
				secretar 221:14 secretary 221:15

222:2	193:10	277:20	153:3,15,	95:25
secretly	201:13,18	sending	16,17	111:19
237:14	,23	10:14	154:6	207:10
secrets	215:17	11:13,15,	155:10,25	210:22
103:12	seemed	16 160:4	156:3,19	215:5
section	46:17	183:16	173:15	219:6,9
19:24	99:17	186:3	208:21	services
20:6	238:4,10	sends 152:3	209:17	33:6 91:1
52:24	274:24	senior 82:4	278:23	96:14
53:2,4,8	275:6,13	178:12	281:16	99:21
159:23	311:18	189:22	285:9	101:2
262:3	seems 72:10	202:11	sentence	102:18
263:11	75:22	205:3	20:2	105:12
269:11,12	109:16	239:7	75:19	106:2
,17 294:1	113:20	240:4,7,1	98:1	113:16
296:5	118:4	5	105:17,18	121:14
298:19	123:22	sense 44:11	264:9	122:12
sector	246:7	47:19	271:22	129:18
175:15	275:19	57:7	287:17	148:22
222:17	seen 10:17	59:22	310:23	195:17
311:17	13:9	85:3	separate	199:8
secure	25:20	189:19	7:17 8:15	210:9
86:13	87:19	231:23	298:7	212:1,8
seeing	103:15,16	242:4	September	214:9,11
31:16	193:4	247:22	34:5	216:15
84:21	197:21	sensibiliti	35:16	222:1
253:2	202:10	es 232:10	42:7	229:11
279:20	209:16	sensitive	55:12	242:1
281:3	259:18	84:21	318:5,10	274:6
288:16	277:3,9	178:7,9	sequence	280:11
seek 45:18	288:14	295:13	279:19	284:4,7,1
48:2	segment	sensitiviti	sequences	2,14
90:12	109:3	es 231:6	281:7	286:3,5,1
118:17	S-E-L 75:5	261:17	series 9:11	3
263:14	selected	sensitivity	serious	servicing
304:15	33:8	233:9	179:22	83:1
seeking	275:10	sent 11:12	180:15	session
225:20	selling	15:8 16:3	209:4	28:3
228:24	250:10	68:16	231:4,24	38:17
234:1	251:21	81:4,10	232:3	57:22
264:10	seminar	91:24	252:5	217:5
288:22	38:21	92:2	serves	218:3,4
319:1	send	94:25	41:25	219:1
seem	5:18,19	96:8	188:23	sets 58:4
16:8,25	63:16	100:19	189:11	104:16
17:3 25:4	146:15	107:5	service	106:14
97:16	152:16	111:6	33:7	112:3
138:12			68:23	137:2
				255:4

262:8	24:8	sibling	signing	173:17
setting	25:7,15	72:22	12:13,17,	175:23
83:21	89:10	75:14	23 157:8	210:15
99:13	148:19	83:8	sign-off	220:19
218:18	164:13	siblings	254:18,20	sister
219:22	166:22	37:1	,21	64:17
seven	169:22	38:8,18	similar	200:17
191:11,24	shares	39:10	106:8	234:10
192:20	148:21	40:3 44:9	233:18	265:9
193:1	sharing	130:2	Similarly	266:9,15
seventeen	133:25	sic 92:6	290:23	297:12
195:10	175:8	130:1	simple	sit 66:4
several	sheets	sidebar	225:23	sits 242:17
59:13	162:5	62:6	294:10	sitting
175:20	she's 11:13	sidetracked	simply 5:8	26:11
192:19	48:1 64:2	80:11,15	21:21	141:25
193:4	78:13	sign	28:14	172:19
197:19	short 169:9	130:10,13	53:19	186:2
204:2,3	204:18	172:11	61:15	210:16
209:1	206:18	signable	180:12	217:20
211:7	216:9	10:15	184:19	218:3
230:25	217:19	11:19,23	198:16	situation
233:13	220:21	12:10	202:7,9	34:4
257:12	shortly	signature	216:4	44:19
shape 10:15	230:5	22:14	226:25	60:16
113:15	241:14	92:1	294:9	62:22,24
share 21:5	303:24	signed	sincerely	64:20
24:5	shotgun	131:3	135:17	65:1,15
25:6,14	167:18,19	172:9,10	single	69:11
89:3	168:15,23	266:1	41:25	77:3,18,2
148:18	showcase	283:13	185:7	1 86:18
159:10	311:14	296:14,20	sir 6:3	87:8
163:15	showed	significanc	16:6,21	110:7
209:25	248:18	e 188:13	20:20	125:21
216:15	249:1,21	significant	23:8,10	179:10
shared	270:16	48:15	25:11	270:19
210:9	311:9,17	122:18,25	31:15	271:20
212:1,8	showing	158:2	37:8 48:7	situations
214:8,11	100:11	174:17	50:5 52:1	146:5
215:5	184:13	179:13	60:20	270:21,25
216:15	shown 59:14	184:17	72:25	six 95:18
234:24	198:8	193:11	111:13	191:10
shareholder	202:13	208:10,15	116:6	192:20
165:21	shows 46:1	230:22	122:23	193:1
166:13	shrinks	significant	145:10	sixth 82:12
194:9	184:4	ly 55:24	163:16	skewed
shareholder			170:15	211:5
s 21:6			171:5	

213:17	150:3	199:3	281:6,22	84:18
slide 44:23	153:1	306:12	282:6	134:19
167:12,17	154:9,16	sophisticat	296:18	143:10,13
208:20	157:21	ed 80:13	302:8	244:18
217:7	159:7	sorry 6:11	306:9	315:21
248:19	176:12	22:23	315:11	speaks
slides	198:22	27:10	sort 34:12	18:12
82:10	218:1,2,1	49:17	47:21	98:9
168:12	5	55:20	80:6	112:15
slower	219:11,12	79:8	108:18	117:23
195:22	228:22	92:24	124:14	special
slowly	solicitors	105:15	130:3	28:7
22:12	14:8	115:1	134:24	specialist
195:16	Solutions	116:6,15,	174:25	175:14
small 41:18	13:15	19 142:9	177:15	176:20
101:10	somebody	154:2,21	197:10	specialists
124:18	27:10	159:3	222:16	176:24
307:16	47:8	163:8	235:20	177:2,3
smaller	somebody's	167:1	257:8,22	specialized
311:13	45:17	168:1	259:12	107:23
Society	somehow	170:10	262:22,24	specif
176:22,23	65:17	171:21	303:2	250:22
,25	78:10	182:10	304:12	specific
solar 113:2	134:1,18	183:3,5	307:10,11	118:25
301:9,10	172:18	189:11	sorts	153:11
303:18,22	someone	193:25	294:22	156:23
310:4	36:6	195:3	sought	178:4
313:12	37:12	196:5,24	45:10	186:3
314:24	60:12	201:2	95:21	188:12
315:25	63:1	203:24,25	sounds	205:5
316:2,21	102:4	204:3	256:5	209:24
317:23	231:13	205:22	304:13	216:9,10
sold 259:10	233:18	206:7	source	237:3
260:5	294:14	209:20	140:15	240:1
sole 90:7	306:7	223:11	141:13	241:10
259:10	312:19	228:9	251:4,13	256:18
260:23	314:14,17	234:13	259:10	270:21
solicitor	sometime	235:5	260:23	280:13
17:20	74:13	238:18	speak 97:17	303:6,9,2
19:1 33:9	185:17	245:21	107:7	4 304:1
43:21	276:11	248:20	134:8	305:12
44:4	somewhat	250:14	143:1	315:17
47:17	55:22,24	254:9	177:20	specificall
76:24	84:20	255:14	186:6	y 47:3
77:5	110:12	258:20	241:1,2	88:25
148:25	somewhere	260:1	259:13	107:24
149:13,23	34:25	269:20	301:23	121:9
	195:10	273:2	speaking	199:15
		275:24		
		279:15		

205:3	110:1	178:24	Stoll 192:8	261:24
250:23	155:17,19	stated	stood 51:1	struck
256:9	275:22	85:16	251:23	153:14
257:4	spouses	91:18	stop 22:21	206:2
264:25	34:11	97:23	77:15	structure
274:1	squarely	98:2	319:4	78:7
290:20	6:1	166:11	strange	150:21
291:13	Sta 149:6	173:18	297:24	struggle
292:13	staff 18:12	187:16	298:1	194:13
300:20	29:1,17	207:4	strategic	197:20
312:15,20	30:8 32:5	215:9	85:14	struggling
specificity	35:21	statement	96:16,18	134:18
290:3	88:2	32:10	99:19	student
specifics	101:14	44:2	105:12,19	192:6
300:1	146:12	57:16	106:3,4,2	subject
315:16	157:7	63:1 74:2	3	44:21
speculating	159:6	105:9	111:21,22	78:6
314:16	180:1	190:25	112:12	89:17
speed 35:14	189:22	192:23	114:16	98:5
spelled	205:3,9	199:3	115:6	99:22
75:3	207:19	266:4	119:24	189:1
spend	213:16	states 83:3	165:22	222:14
232:14	stage 45:25	152:20	248:7,9,1	245:3
307:12	83:21	165:1	8	subjects
spent 23:25	85:3	stating	249:2,10	301:15
68:22	110:13	287:5	255:23	submission
175:17	169:23,25	Statute	257:6	106:12
195:19	231:1	39:22	260:25	110:4
306:15	stages 42:5	statutes	286:7,9,1	112:8
308:15	stand 6:25	39:23	7 294:19	224:10
spirit	43:6	235:14	318:11,15	submissions
46:7,13,1	standard	statutory	strategies	260:13
6	149:6	17:25	119:1	submit
spite	standards	18:4,7	strategy	30:21
168:18	235:15	159:21	104:19	48:14
split 108:3	start 181:1	stay 160:9	245:1,6,8	104:17
185:6	189:17	stayed	249:13,15	114:24
spoke 36:25	318:5	300:15	,17	125:18
39:13	319:7	step 54:21	257:22	137:2
44:5	started	stepping	Street 1:19	255:23
57:24	84:3	239:11	strike	259:6
162:10	105:18	241:5	20:11	260:12
235:8	223:7	steps 65:15	144:14	submitted
241:7	starting	252:6	strikes	143:17
spoken	95:19	sticks	26:10	286:2
94:23	state 177:8	200:4	strongly	submitting
			182:3	

96:9	98:19	63:8 74:3	Swayze	158:24
subsequent	208:22	79:3,22	42:11	286:18
64:8	264:5	84:5	swearing	310:23
136:25	suggesting	107:8	201:17	talks 44:23
187:11	17:18	108:20	Sworn	116:2
282:1	61:1	109:20	3:5,15	118:8
subsequentl	78:18	111:1	5:3 221:7	121:1
y 17:10	87:5,9	134:7	system	294:2
substance	96:20	144:20	119:18	tallied
70:25	100:1	146:19	176:24	195:9
73:8	106:6	151:4,11		tally
substantial	113:13,21	173:23	<hr/>	195:10
ly 129:3	suggestion	179:17	T	targeting
210:6	24:14	181:21	table 3:1	116:3
subtitles	82:5	190:14	27:8,12	targets
117:10	161:9	207:1	66:7	118:11
success	239:8	214:18	204:5	Task
95:23	240:5	222:6,18	tactic 62:4	318:11,15
169:25	suggests	225:4	tactical	taxes
successful	12:13	231:21	96:6	122:20
313:1	24:12	237:4	120:2	team 216:1
suffer	96:22	239:25	268:5	299:8
45:12	sum 122:19	249:18	tactics	318:11,15
suggest	summary 4:6	264:13	120:7	tedious
16:8	67:11	267:19	268:10,13	110:12
21:15	123:12	275:18	taking 9:23	telephone
52:20	238:12	278:18	18:5,20,2	24:12
54:2	245:20,25	279:21	1 126:6	25:18
55:19,24	248:13	281:1	198:24	162:9
65:17,23	supplant	297:14	247:12	178:5
66:2	52:22	303:10	252:6	ten 66:18
73:12,14	support	305:22	282:21	95:24
74:1	204:5	313:24	talk 158:14	174:15
75:18	213:16	317:4	212:8	298:24
91:19	215:22	surmise	282:13	tend 135:3
98:8,9,24	259:14	204:15	304:19	253:6
101:16	262:23	surprise	308:21	term 37:22
104:15	supporting	145:5	talked 68:6	46:7,20
107:2	124:15	251:22	208:25	51:11,12,
112:7	supposed	252:7	227:19	21 52:8,9
196:6	277:8	314:14	267:2	54:6
suggested	282:21	surprised	276:10	58:10
11:24	Supreme	253:1	talking	59:2
12:2	59:13	297:21	26:4,17	120:14
18:23	sure 8:4	surrounding	36:1	125:9
21:4,10	37:16	209:25	77:21	206:18
24:15	60:19,22	suspect	135:19	
		29:14	154:10,13	

terminated 190:5	testimony 6:24	93:19 94:8	43:1 70:1 111:1	61:2 62:24
termination 189:20	36:21 59:2 72:3	97:1,21 104:8	123:20 211:16	64:6,8 65:22
terms 13:14 89:17	147:15 164:21	111:3 114:20	Thanksgiving 66:6	67:25 68:13
91:20,22 125:13	171:8 187:2,8	118:7 127:5,10	That'd 315:13	69:24 73:2
133:24,25 134:13	188:17,18 189:19	141:11,20 ,21,22	theirs 36:10	77:1,24 81:10
137:4 146:4	191:22 192:18,24	142:10,25 143:22	themselves 107:7	84:11 88:14
151:11,13 153:19	194:7 197:23	147:16 148:3	142:4 151:4	91:23 94:15
175:8 178:10	198:22 199:6,11, 18	151:23 158:9	180:4 206:17	95:2 108:13
182:1 189:1	200:2,21 202:10,13	161:18 162:12	257:10	120:2 123:14
197:24 199:24	,22 205:17	167:10 170:16,20	then-Mayor 173:15	124:24 136:9,11
200:17 204:23	207:18 215:13	,22 171:2 172:2,16, 24 173:9	theoretical 179:24	140:10 144:16
215:16 222:16	text 107:4	174:13 177:5,13	theoretical ly 63:25	145:6 159:12
233:7,14 244:2	tha 309:16	178:14,23 179:11	there'd 43:21	163:14 172:11
247:16 267:3	thank 5:15 7:1	180:23 181:6	65:13,14 123:17	181:17 183:24
268:1 273:10	8:6,25 9:16 10:3	183:2,10 184:12	therefore 156:12	184:8 186:7
276:25 278:24	12:7,25 14:2,19	185:23 188:19	165:3 166:4,23	191:10 196:24
281:1 300:11,14	15:23 17:12	190:1,8 194:3,12	308:15	204:12 225:2
304:10,11 ,20 307:6	19:22 21:2	196:12,18 ,24	therein 186:1	275:17 287:24
309:19 313:24	23:18 24:18	199:17 201:18	thereof 122:3	294:1 316:11
318:21 terribly 299:17	27:1,3,16 ,22 28:18	202:5 203:8,17	274:19	they'd 43:18
tes 200:7	29:7 31:7 32:7	206:12 216:21	there's 11:11	48:5 227:21
test 59:12	33:22 35:2	217:2 219:13	31:9 32:2 38:5	they're 13:21
testified 47:14	40:20 53:14	220:17,19 ,24 221:2	41:15 48:20	18:5 103:21
193:15 testifying 76:8	66:16,25 68:10	223:10 255:18	54:1 59:4,14,2	135:17 138:19
	74:8,22 84:6	319:19,21 thanks 11:4	1 60:17	150:14 156:14
	92:23			

160:14	,25	312:9	138:3	tra 230:24
161:1,5	163:8,11,	topic	139:9	track
204:19	12,17,22	116:16	140:5,7,1	199:15
252:6	164:6,10,	224:8	7	trade
263:8	15,18	Toronto	148:1,12	103:12
they've	165:6,14,	41:3	149:13	train 179:7
45:20,22	17,20	61:22	150:12,25	training
55:7	166:2,7,1	total	153:1	44:16
thi 231:3	1,18,21	233:11	157:7,20	transaction
270:24	167:2,8,1	touch	159:6,7	24:17
third 18:11	1,16,25	193:11	165:2	143:7
30:3 63:7	168:4,11,	201:14	166:4,14,	144:21
114:21	17	touched	23 169:4	145:3
292:7	169:1,12,	193:1,6	172:25	147:23
tho 197:15	18	tour 300:10	176:1,5	150:22
Thomson	170:5,11,	towards	183:16	159:8,10
33:14	18	52:7	190:6	169:20
50:7	timeframe	166:8	198:23	192:1
thoughts	244:19	town 1:2,17	205:11	204:5
88:21	Timothy	2:18 5:25	206:17	222:14,25
89:3	2:14	9:18,22,2	207:11	223:4,5
170:2	title 150:6	5 12:21	209:9	224:24
thousand	181:22	13:16,22	215:8	225:16
122:21	215:2	14:4	216:12	230:12,17
174:15	221:25	17:20	217:14	296:15,21
195:11,24	TOC0048812	18:3,17	218:1,2,1	transaction
197:19	94:2	23:13	5	al 145:15
306:12	96:11	29:9	219:11,12	146:8,21
307:25	105:8	32:11,25	231:25	147:18
310:17	TOC48812	33:5,9	232:2,7	transaction
thousands	93:18	37:16	233:9,10	s
197:18	today 61:14	42:7	243:6	230:13,17
198:3	141:25	43:20,24	250:1	,24
thread	159:11	44:5 50:4	274:8	260:20
185:23	171:9	71:9,21	275:8,19	transcribed
throughout	174:8	75:9,10	276:11	70:21
120:4	193:15	82:18,24	279:13	transcript
212:17	220:8	85:17	280:8	3:21
219:11	222:15	89:2	286:20	144:5
268:7	today's	90:4,9	Town-Collus	202:23
280:12	5:10	98:5,13	208:3	transi
til 81:19	tomorrow	99:22	Town's	146:21
till 282:11	319:7,20	101:4,25	42:17	transparenc
Tim 3:10	top 85:10	102:12	76:24	y 89:8
162:14,18	106:24	121:16	77:5	146:23
,19,21,22	175:6	127:19	148:25	147:4
	185:19	133:17	149:23	
	232:23	137:4	150:2	
			154:9,15	
			160:25	

237:11	231:14	215:7	250:1	281:20
transpired	257:16	unanimous	251:8	283:12
207:21	317:5	21:6 24:8	258:14	287:7,12
travelling	turn 10:4	25:6,15	263:17	290:24
21:19	13:1	169:22	268:12	291:10
treated	318:23	uncertain	269:14	292:25
312:25	turnaround	88:5	270:7	302:15
Tribunal	169:10	unchanged	278:21,23	303:1
107:10	turning	93:25	290:20	305:3
tried	43:23	undated	291:1,2	310:19
164:18	318:20	70:11	294:23	314:22
205:4	turns 10:10	undefined	295:18	understands
267:13	twelve	99:8	306:7	81:18
trigger	195:24	underlying	313:20	understood
179:12,14	twenty	144:21	315:12	7:14 9:18
189:20	168:22	231:15	understandi	14:8
triggered	169:5,8	understand	ng 7:11	33:10
189:7	twenty-	9:17 10:6	21:23	60:22
true 41:22	seven	13:18	47:24	84:5
176:12	196:25	29:12	49:9	99:19
220:11	twice	49:7	60:20	129:19
truly 58:5	158:21,23	64:16	71:24	139:10
299:20	249:12	77:19	72:9	143:15
trust	twig 19:2	85:16,22	76:17	146:17
65:18,22	type 129:9	110:10,14	99:7	155:15,18
trusted	169:13	124:18	128:16,20	157:9
177:10	typed 160:4	129:21	129:7	174:4
207:8	typical	143:21,23	138:5	208:17
truth	239:1	151:8	149:21	226:1
112:11	typically	171:20	151:12	227:5
try 6:9	179:14	174:2	164:20	230:11
141:25	203:17	183:8	189:1	233:4
199:15	204:11	186:16	194:11	234:14
219:5,6	typing	190:7,23	206:14	235:17
225:5	157:13	191:17	207:16	240:22
299:18	<hr/>	208:2	215:11	242:13
trying 93:3	U	209:8,21	221:18	244:11
110:11	<hr/>	210:23	223:23	277:7
173:22	ultimate	211:4	226:10	281:25
176:21	151:10	214:11	230:8,15	282:17
193:3	ultimately	215:4	231:20	287:15
197:10	254:16	216:1	235:18	289:12
208:2	306:24	217:24	240:20	290:13
209:8	307:17	218:1	242:7	291:12
214:11	umbrella	229:13	250:6,9,2	295:23
215:4		231:21	3	302:10,12
		235:19	253:17,21	312:6,18
		244:10	256:11	undertake
			262:16	33:17
			268:18,24	262:6
			277:8	

undertaken 293:5	195:22 273:3	260:17,22 305:6	vehicle 164:1 166:12,19	vet 26:18
underway 68:10	unlike 44:8	306:22 312:4	vein 53:18	vetted 25:17
undesirable 18:18 20:4,10 160:18,22 161:17	unnecessary 18:17 19:12 20:3,10 159:25 160:18,22 161:17	utility 68:23 85:25 148:22 215:3,7 222:17 245:13 251:11,21 306:25 316:6	Vendor 13:15,17, 22 133:16	vetting 24:4 25:6,14,2 2 26:7,21 233:7
undesire 161:16	unprovoked 219:3	222:17 245:13 251:11,21 306:25 316:6	vent 113:2,3 301:9 303:18,22 310:5 313:12 315:25 316:3,22 317:23	via 260:5
undue 32:23 266:14	unredacted 197:10	<hr/> V <hr/>	Ventresca 10:13 192:5	viability 250:16
unduly 110:12	unreserved 89:9	vacated 45:13	verbal 120:7 268:10,12 ,22 269:2	vice 300:4 305:21
unease 302:19	unsolicited 219:2	vague 99:10	verbs 301:10	vice- president 222:1
unfair 202:6	untoward 283:5	valuable 133:14 215:25	ventures 301:10	view 19:7,11 21:23 64:13 68:3 143:6 160:8,20, 21 193:13 211:5 213:17 214:9 232:25 267:22 310:21
unfold 99:14	unusual 144:15 260:16	valuation 251:18 252:11	venture 75:2	viewed 177:21 260:23
unfolded 147:12	update 85:16	value 134:1 202:8 219:5 251:10,17 252:11	verbal 120:7 268:10,12 ,22 269:2	views 262:1
unfolding 98:6 99:23 287:3,7,1 8 288:5	upon 5:1 18:4 66:20,21 127:7,8 142:12,13 221:4,5 299:1,2 310:15 319:25	varied 199:20	verbally 268:19,25	vigilant 208:2,6
unfolds 89:23	urban 258:4	varieties 256:6	Veridian 233:22	violent 154:25
unfor 184:4	usually 46:4 54:16 59:18 113:12	various 188:13 190:23 195:18 201:20	verse 202:25	virtue 44:20 136:3
unfortunate ly 40:1 205:24	utilities 2:7 231:10 250:16 258:4 259:10	vast 197:4 222:21	version 17:6 104:6 140:21 151:10,11 153:4,12, 14,15,17 154:20,23 155:8,16 156:3,19 183:7	void 55:19,20, 21 56:8
uniformity 56:13		Vaughan 222:19 223:8 243:7 245:10	versions 197:10	voluntary
unique 119:1 305:17				
United 83:2				
unless 34:19 61:18 90:18				

245:9	276:9	225:2	42:1 68:2	, 18
vote	277:3	237:2	181:21	297:17
30:16,18	280:22	257:9	207:14	301:8
	281:18	267:21	209:13	304:22
	283:2,21	298:23	232:10	314:17
	284:16	318:1	whatsoever	318:24
	288:7	319:7,13	224:13	Whichever
	290:6	Wendy 320:7	242:3	27:14
	295:1,5,1	we're 29:8	271:13	whoever
	9 297:23	41:7	whereas	14:7
warning	298:7	60:4,5	18:1,3,7,	307:19
119:18	304:17	70:23	8 159:22	whole
161:9	305:23	78:16,18	wherein	177:22
warns 274:5	307:24	79:22	70:13	188:24
warrant	308:20	80:8	whether	205:25
101:1	315:10,16	93:17	9:14	296:22
warrants	316:24	100:16	11:23	300:15
121:12	318:19	108:15	13:9	whom 48:1
wasn't	watching	109:2	19:16	63:4
18:20	197:24	111:25	26:15,16,	162:10
20:7	water 74:1	123:3	17 28:13	224:12
25:10	215:3,6,1	126:2	29:22	274:22
26:15	1	135:19	30:13	275:11
42:12,17	Watson 2:7	150:13	50:2,3	whomever
47:7,17	93:16	154:24	51:9	33:11
57:6 80:7	224:5,20	158:24	57:23	Whoops
128:14	225:7	197:10	59:14	196:24
140:9,14	319:16	210:4	71:19	who's 61:13
141:17	ways 203:20	226:18	87:17	63:4,7
151:7	weaker	286:18	99:3	102:4
156:13	170:6	319:8	109:20	whose 22:24
160:10	we'd 82:13	we've	125:8	36:22
165:11	week 38:4	38:13,14	136:9	271:2
166:9	192:23	55:18	139:7	295:9
196:3	weeks 187:4	63:12	141:13	William
208:12	we'll 11:2	68:6	160:12	2:18
217:19,20	66:11	74:9,10	191:9	127:17
233:24	79:25	88:16	214:8,15	willingness
234:17,22	100:1	189:18	229:14	312:3
235:2,21	101:8	191:21	231:3	window
238:5,6	118:23	209:16	235:13,24	78:17
242:4	120:4	253:16	236:3	Wingrove
244:24	154:11	290:11,16	250:24	16:3
250:11	181:1	292:12	253:7,9	17:17
257:20	183:1	301:19	257:17	38:15
258:1	203:6	319:13	261:11,20	47:2 90:3
261:6	204:21	Wh 7:6	263:4	
265:10,13	220:20	whatever	268:24	
, 17		18:15	280:1	
266:19,23			293:10,16	

126:13	Woodworth	87:2	130:6	235:2
138:4	320:7	world 62:8	209:23	you've
152:12	worded	worth 311:7	_____	16:10
178:2	256:5	worthwhile	_____	18:23
187:2,8	wording	37:15	Y	36:15
199:19	124:14	would've	year-to	126:15
201:1	264:5	21:4	214:12	144:8,24
Wingrove's	work 23:13	wrap 135:14	yesterday	145:10
188:12	33:14,17,	write	5:17 6:25	147:17
190:3	19 42:18	194:19	9:20 28:8	158:13
wish 5:8	71:9,21	310:11	29:13	164:8
10:4	82:18	writes	31:25	169:13
94:20	106:12,14	75:20	35:13	174:1
195:23	107:2,16	151:21	36:1 40:9	179:16
wished	109:12	285:24	53:13	200:15
160:12	112:2,15	317:21	72:23	202:10
161:3	118:24	writing	86:25	207:17
witness	124:6	9:11 46:3	139:5	209:2,3,1
8:2,4	147:22,25	76:1 95:3	143:5,22	7 212:19
27:3	169:13,16	268:19,22	148:4,9,1	246:17
53:12	176:12	written	4 149:4	259:19
79:15,18	193:8	45:16,19	150:18	272:17
80:2,12,1	209:7	101:5,22	151:24	292:23
3 108:21	211:22	102:18	152:10	296:4
125:6	214:19	121:17	157:3	310:22
126:14	215:19	124:8	158:19	312:12
134:3,8,1	218:10,11	153:1	217:3	yesterday's
3 135:16	,20 226:6	269:6	yet 76:9	5:10
139:17	237:14	274:10	134:9	you'll 8:4
183:23	255:3,5	277:21	163:7	18:3
184:11	256:4,11	279:11	166:9	57:24
216:20	258:21,22	282:23,25	208:6	139:9
220:22	259:1	284:2	260:7	140:20
224:6	262:3	285:14,15	271:1	171:13
315:10	291:7,8	,20	276:15	225:3,4
319:23	294:15	wrong 45:6	277:4	yours 16:2
witnesses	319:15	53:2	you'll 8:4	yourself
38:13	worked	171:15	18:3	49:15
126:13	175:15	190:23	57:24	206:16
137:14	177:10	252:7	139:9	
205:1	206:23	wrongdoing	140:20	
225:5	207:5	180:20	171:13	
319:8	working 7:9	wrote 84:14	225:3,4	
wonderful	201:12	95:5	yours 16:2	
210:22	216:2	123:16,19	yourself	
wondering	294:15	128:5,8	49:15	
66:12	works 45:4		206:16	
184:7	61:13			