



**“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

October 22nd, 2019

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APPEARANCES

Kate McGrann ) Inquiry Counsel  
John Mather ) Associate Inquiry  
 ) Counsel  
(No Counsel) ) For Paul Bonwick  
George Marron ) For Sandra Cooper  
Frederick Chenoweth ) For Edwin Houghton  
William McDowell ) For Town of Collingwood  
Ryan Breedon )  
Andrea Wheeler (np) )  
Bill Trudell ) For BLT Construction  
Eric Neubauer )

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1 --- Upon commencing at 9:01 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Good  
4 morning, everybody. Mr. McDowell...?

5 MR. WILLIAM MCDOWELL: Good morning.

6

7 ED HOUGHTON, Previously Sworn

8

9 CONTINUED EXAMINATION BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: Good morning, Mr.  
11 Houghton.

12 MR. ED HOUGHTON: Good morning.

13 MS. KATE MCGRANN: To your knowledge,  
14 before August 27th, 2012, did the Deputy Mayor know  
15 that Mr. Bonwick was working with BLT?

16 MR. ED HOUGHTON: To my knowledge, I -  
17 - I thought he did. I don't have definitive evidence  
18 of that, but I thought he did. It was always my  
19 understanding he did.

20 MS. KATE MCGRANN: Where did that  
21 understanding come from?

22 MR. ED HOUGHTON: Basically the  
23 actions, comments. I just...

24 MS. KATE MCGRANN: Can you be more  
25 specific?

1 MR. ED HOUGHTON: No. It was a  
2 feeling I had. So again, comments and actions gave me  
3 the feeling that I thought he had. I thought -- I  
4 thought he did know.

5 MS. KATE MCGRANN: Did you ever have  
6 any discussions with the Deputy Mayor about Mr.  
7 Bonwick's work for BLT?

8 MR. ED HOUGHTON: I don't believe that  
9 I had specific conversations with him about it, no. I  
10 -- I'm -- I -- I -- I'm almost positive he knew that  
11 Abby by was working for BLT.

12 MS. KATE MCGRANN: Why are you almost  
13 positive that he knew that Ms. Stec was working for  
14 BLT?

15 MR. ED HOUGHTON: It's my recollection  
16 that we had a conversation about it sometime after the  
17 3rd of August or thereabouts, and that the -- when I  
18 was going over all of the items that were proposed to  
19 be the components within the buildings, I had said  
20 that I needed to get this to BLT for them to be able  
21 to provide the information, and it's my recollection,  
22 and it's only putting pieces together looking in the  
23 court book, thinking about it -- I'm -- I think that  
24 the Deputy Mayor took that to -- to Ms. Stec.

25 MS. KATE MCGRANN: You believe that

1 the Deputy Mayor took that information to Ms. Stec?

2 MR. ED HOUGHTON: In a hard copy, yes.

3 MS. KATE MCGRANN: Can we pull up  
4 CJI7092, please?

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: Can we scroll down,  
9 please?

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: Can we pull up  
14 CJI6583, please?

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: This is a memo  
19 dated August 2nd, 2012. The subject is "Scope of  
20 work-Pool/ -- or, arena."

21 We'd scroll down -- give you an  
22 opportunity to review this.

23 We've compared this memo to documents  
24 prepared by members of Town staff on August 1st and  
25 2nd. The information in this memo is not identical,

1 but it's substantially similar.

2                   Is this what you're referring to when  
3 you say that the Deputy Mayor took scope of work  
4 information to Ms. Stec?

5                   MR. ED HOUGHTON:    Yes.  I'm off by a  
6 day.

7                   MS. KATE MCGRANN:    Could you please  
8 tell me everything you remember about the conversation  
9 you had with Rick Lloyd that led to him delivering  
10 this information to Ms. Stec?

11                  MR. ED HOUGHTON:    We -- we -- he -- he  
12 had stopped by my office.  We were going over the  
13 components that we had talked about for the pool, and  
14 I had said that I needed to get this to BLT.  I was  
15 going to get this to Abby, and he said that he has to  
16 go downtown, he could drop it off for me.

17                  MS. KATE MCGRANN:    Do you know where  
18 he dropped it off?

19                  MR. ED HOUGHTON:    I would assume at  
20 the office, but...

21                  MS. KATE MCGRANN:    Now, there's a  
22 meeting on August 3rd between Sprung and  
23 representatives of the Town.  We've heard evidence  
24 that there was discussion about design components for  
25 the arena and pool at that meeting.



1                   Mr. Tom Lloyd gave evidence that it was  
2 decided in or around this time that the Town didn't  
3 need to go to an independent architect for assistance  
4 coming up with a design for the arena and pool.

5                   Do you remember any discussions like  
6 that?

7                   MR. ED HOUGHTON:    You're suggesting  
8 Mr. Lloyd said that we didn't need a --

9                   MS. KATE MCGRANN:    Mr. Tom Lloyd's  
10 evidence was that in or around this time, a decision  
11 was made between Sprung and the Town that the Town  
12 didn't need to retain an independent architect to  
13 assist it with scoping out the design for the arena  
14 and pool, that it could just do that working together  
15 with Sprung.

16                   MR. ED HOUGHTON:    I -- I don't  
17 think I recall that exactly.  I know we had a  
18 conversation -- the EMC and myself had a conversation  
19 with a -- sort of an arena specialist, and the only  
20 recollection I have of that is actually reading it in  
21 the court book, but I -- I can't -- I don't have a  
22 specific recall of that conversation in that meeting.

23                   MS. KATE MCGRANN:    Who was the arena  
24 specialist?

25                   MR. ED HOUGHTON:    It was a sports

1 specialist. That's what I'm think -- it was Gorts  
2 (phonetic) or something. It was a -- it was an odd  
3 name, and I have no recollection of the discussion but  
4 I just see that there was information in the -- in  
5 that we -- we called him at one point in time. I  
6 don't recollect the conversation, but it appeared like  
7 we had a call with this gentleman.

8 MS. KATE MCGRANN: Who put you in  
9 touch with him?

10 MR. ED HOUGHTON: That I don't know  
11 either. Like, I don't -- I don't have a specific  
12 recollection. The only thing I see is in the court  
13 books there and -- and it's one of those items that I  
14 do not specifically recall.

15 MS. KATE MCGRANN: At any rate, you  
16 don't have any recollection -- do you have a  
17 recollection of considering whether the Town needed a  
18 consultant working in its interest to assist in  
19 preparing components and the design to give to  
20 Sprung/BLT for the arena and pool?

21 MR. ED HOUGHTON: From the components'  
22 perspective, I think we were relying on our own  
23 internal staff.

24 MS. KATE MCGRANN: Do you remember  
25 considering whether you needed the assistance of a

1 consultant to assist in preparing the components and  
2 design?

3 MR. ED HOUGHTON: I don't know if any  
4 of us had that consideration, no.

5 MS. KATE MCGRANN: Mr. John Scott  
6 appeared at your request and gave evidence at the  
7 Inquiry, and one of the things that he said is that a  
8 risk associated with design build contracts is that  
9 the design build contractor may bid the bare minimum,  
10 with the intent of earning profit from change orders.  
11 And his evidence was that contractors will take that  
12 approach, no matter the form of procurement process,  
13 so RFP, sole source. That is a risk that exists for  
14 owners when you're dealing with design bid contracts.

15 Mr. Scott also said that owners can  
16 protect themselves against that through thorough and  
17 careful negotiation at the outset.

18 What steps did you take to protect the  
19 Town against the risk that Sprung and BLT may put  
20 together the bare minimum and then seek to make profit  
21 on later change orders?

22 MR. ED HOUGHTON: I think the fact  
23 that Sprung itself, and their partner BLT, were very  
24 interested in having this as a showcase for -- for --  
25 you know, showcase in Collingwood for their potential

1 future clients and things, I didn't, and I don't know  
2 if any of the other people on the -- the team were  
3 considering that -- that BLT/Sprung was going to give  
4 us the bare minimum. I don't think that -- I don't  
5 think that was the thought and I don't think that was  
6 the end result either.

7 MS. KATE MCGRANN: So I take it you  
8 didn't take any steps to protect the Town against that  
9 risk in your dealings with Sprung and BLT?

10 MR. ED HOUGHTON: I don't think that I  
11 viewed it as a risk that that would happen.

12 MS. KATE MCGRANN: Could we turn to  
13 paragraph 608 of the Foundation Document?

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This paragraph  
18 describes, amongst other things, an email sent that  
19 Nancy Farrer -- Planner for the Town, I understand?

20 MR. ED HOUGHTON: Yes.

21 MS. KATE MCGRANN: Sent to you on  
22 August 7th, 2012. In her email, Ms. Farrer had  
23 written:

24 "Ed, Both of these properties are in  
25 the recreation zone."

1 She talks about setbacks -- scroll down  
2 -- and other applicable zoning bylaws.

3 See notes:

4 "In addition, we would need to look  
5 at the parking section of the bylaw  
6 and determine how many spaces will  
7 be required based on the size of the  
8 proposed building."

9 She says:

10 "For this type of municipal  
11 building, we have traditionally run  
12 the proposal through Development  
13 Committee who identify any issues  
14 from any department."

15 Scroll down.

16 "Please let me know when there is  
17 more information about the size and  
18 location of these buildings and we  
19 will start whatever process is  
20 required ASAP."

21 Do you remember receiving this email on  
22 August 7th?

23 MR. ED HOUGHTON: I don't actually.

24 MS. KATE MCGRANN: I take it you  
25 didn't take any steps to run the two (2) buildings,

1 the arena and pool, through the Development Committee  
2 before the Town signed the contract on August 30th?

3 MR. ED HOUGHTON: As I mentioned a  
4 number of times, I had a very focused -- my focus was  
5 also Collus PowerStream and the other jobs that I had.  
6 I couldn't possibly take credit or blame for  
7 everything that went on.

8 I would expect that if -- if this was  
9 brought up at a department heads meeting, we could  
10 have easily done that.

11 I'm not sure whether other municipal  
12 projects have gone through Development Committee  
13 before, but I don't recollect that, but I see what you  
14 say.

15 MS. KATE MCGRANN: You didn't take any  
16 steps to run those buildings through the Development  
17 Committee before the contract was signed?

18 MR. ED HOUGHTON: I would have relied  
19 on -- on Ms. Farr -- Farrer, who -- who runs  
20 Development Committee, if she felt that that was  
21 required to -- to be able to put that through  
22 Development Committee.

23 MS. KATE MCGRANN: You didn't assign  
24 anyone to take on responsibility for running these  
25 proposals through Development Committee before the

1 contract was signed?

2 MR. ED HOUGHTON: I -- I think that  
3 Ms. Farrer in her professional capacity, if she felt  
4 that she needed to do that, could have done that, yes.

5 MS. KATE MCGRANN: Now, we've heard  
6 evidence from Ms. Leonard and Mr. McNalty about the  
7 research that they did in the fabric buildings,  
8 competitors for Sprung, and we've heard evidence from  
9 you on that point.

10 Other than the work that Ms. Leonard,  
11 Mr. McNalty, and you did, as you described to us  
12 yesterday, are you aware of any other work that Town  
13 staff did to research fabric buildings?

14 MR. ED HOUGHTON: I also heard that  
15 Ms. Almas said that she didn't do it, but I would have  
16 expected that -- that she might have looked at it. I  
17 know that probably Mr. Irwin did a bit of review,  
18 because he's very good at computers and things.

19 I think that really the -- the people  
20 that were involved were McNalty, Ms. Leonard, myself.  
21 We did do that, yes. I'm not sure if there -- others  
22 did or didn't.

23 MS. KATE MCGRANN: The evidence that  
24 we've heard is that Mr. Bonwick started discussing the  
25 possibility of sole sourcing the contracts with the

1 Town at the meeting that Green Leaf had with BLT and  
2 Sprung on July 26th, 2012.

3                   When do you first recall discussing the  
4 concept of a sole-sourced contract for those two (2)  
5 buildings with anyone?

6                   MR. ED HOUGHTON: I think the only  
7 time sole source really came out was the evening of  
8 the 23rd.

9                   MS. KATE MCGRANN: You don't recall  
10 having any discussions with anybody at all about  
11 procurement for those two (2) buildings before August  
12 23rd, sole source?

13                   MR. ED HOUGHTON: I don't recollect  
14 having any other conversations.

15                   MS. KATE MCGRANN: After the  
16 conversation that you had with Ms. Leonard on August  
17 23rd -- I'm guessing that's what you're referring to  
18 when you say discussing sole source on the 23rd?

19                   MR. ED HOUGHTON: Yes.

20                   MS. KATE MCGRANN: Did you discuss it  
21 with anybody before you spoke to her?

22

23   (BRIEF PAUSE)

24

25                   MR. ED HOUGHTON: I don't recall.



1 MS. KATE MCGRANN: Did you discuss it  
2 with anyone other than Ms. Leonard and the EMC before  
3 the August 27th Council presentation?

4 MR. ED HOUGHTON: Oh, before the  
5 Council presentation on the 27th?

6 MS. KATE MCGRANN: Yes.

7 MR. ED HOUGHTON: I would expect there  
8 was a conversation between myself, the Deputy Mayor,  
9 the Mayor, and I think Councillor Lloyd. It may have  
10 been discussed at that point in time.

11 MS. KATE MCGRANN: Anybody else? Did  
12 you discuss it with anybody else?

13 MR. ED HOUGHTON: Like I said a minute  
14 ago, I don't think I recall.

15 MS. KATE MCGRANN: In terms of the  
16 conversation that you had with the Deputy Mayor, the  
17 Mayor, and Councillor Kevin Lloyd, what do you recall  
18 about that conversation?

19 MR. ED HOUGHTON: I actually don't.  
20 I'm just saying we may have spoke about it because it  
21 was before -- I -- I -- I can't tell you we had a  
22 conversation about it or didn't. It's just we had an  
23 opportunity to talk about it and at that point in time  
24 it appeared like -- I think the staff report had  
25 already gone in, so I'm sure that we were discussing

1 the staff report. So just by elimination, I'm sure  
2 that we had that conversation.

3 MS. KATE MCGRANN: Could we look at  
4 paragraph 372 of the Foundation Document?

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: We saw that you  
9 forwarded the first draft of the staff report that Ms.  
10 Leonard circulated on to Deputy Mayor Rick Lloyd, and  
11 he provided you with comments. It appears that some  
12 of those comments show up in Mr. McNalty's first  
13 revisions of that draft. We've heard your evidence on  
14 that.

15 If you look at this paragraph, it  
16 describes that Ms. Leonard sends a further draft  
17 around 4:36 p.m. on August 27th. Then you forward  
18 that draft on to Deputy Mayor Rick Lloyd with no  
19 comment.

20 Do you remember if you had any  
21 discussions with him about Ms. Leonard's August 21st  
22 draft?

23 MR. ED HOUGHTON: I don't believe I  
24 did, no.

25 MS. KATE MCGRANN: Can we pull up

1 CJI11327, please?

2

3

(BRIEF PAUSE)

4

5

MS. KATE MCGRANN: Could you scroll to  
6 lines 1001 and 1002, please?

7

8

(BRIEF PAUSE)

9

10

MS. KATE MCGRANN: So we see that you  
11 forwarded that draft on to Mr. Lloyd around 4:30, I  
12 think, in the afternoon. Just before 5:00, Mr. Lloyd  
13 and Mr. Bonwick have a phone call, just under three  
14 (3) minutes, and just around 7:00, you and Mr. Bonwick  
15 have a telephone call for about four and a half (4  
16 1/2) minutes.

17

Do you remember if you discussed the  
18 contents of the draft staff report with either Mr.  
19 Lloyd or Mr. Bonwick on the date of August 21st?

20

MR. ED HOUGHTON: I'm -- I'm a hundred  
21 percent positive I didn't speak to Mr. Bonwick about  
22 it. I may have spoken to the Deputy Mayor, I don't  
23 know, but I'm a hundred percent positive I didn't  
24 speak to Mr. Bonwick about it.

25

MS. KATE MCGRANN: And why wouldn't

1 you speak to Mr. Bonwick about it? He's working for  
2 BLT. He's interested in getting the contract with the  
3 Town. You're interested in making sure the staff  
4 report is accurate, I take it.

5 Why wouldn't you speak with him about  
6 the contents of the staff report?

7 MR. ED HOUGHTON: I just didn't.

8 MS. KATE MCGRANN: Had you made a  
9 decision in your mind that you wouldn't discuss the  
10 contents of any of the draft staff reports with Mr.  
11 Bonwick?

12 MR. ED HOUGHTON: No. I just didn't  
13 speak to him about it.

14 MS. KATE MCGRANN: Stepping back  
15 generally, did you speak about the contents of any of  
16 the draft staff reports with Mr. Bonwick?

17 MR. ED HOUGHTON: I don't believe I  
18 did, no.

19 MS. KATE MCGRANN: Any reason why not?

20 MR. ED HOUGHTON: Just didn't.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: Can we look at  
25 paragraph 381 of the Foundation Document, please?

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: This paragraph  
4 describes that on August 22nd 1:39 p.m. Mr. Barrow  
5 emailed you writing:

6 "Here are final numbers for the pool  
7 and arena buildings. Please review  
8 and let me know."

9 This paragraph describes what's entile  
10 -- what's included in the budgets. If you look down  
11 to paragraph 382, you respond to Mr. Barrow. And you  
12 say, "Thanks, Dave, can you get me the totals." And  
13 then you explain what you're looking for.

14 Mr. Barrow responds at 2:00 p.m., "I  
15 will do this right away." At this point in time,  
16 you're dealing directly with Mr. Barrow and not Green  
17 Leaf. Do you remember why that was?

18 MR. ED HOUGHTON: Because he sent me  
19 the email, so I just replied to his email.

20 MS. KATE MCGRANN: If you look at  
21 paragraph 384, just before 3:00 p.m. on August 22nd  
22 Mr. Barrow sends you the pool and arena budgets. And  
23 this describes what the budgets were.

24 I have one (1) question about the  
25 budget that you received for the arena, so let's take

1 a look at that. It's at TOC202990.

2

3

(BRIEF PAUSE)

4

5 MS. KATE MCGRANN: So, this is the  
6 budget that you received for the arena. And if you  
7 can scroll to the section titled, "Options." I think  
8 it's on page 4.

9 So, based on our review, it looks like  
10 the second floor mezzanine for the arena has been  
11 included in the basic design component since August  
12 3rd. And when I say it's been included in the basic  
13 design components, I mean as opposed to an option, as  
14 part of the base building.

15 One (1) of the things we see here at  
16 line 17-111 is an elevator. So, you've got a second  
17 floor in the base design but the elevator is an  
18 option.

19 When Dave Barrow appeared and gave  
20 evidence, his evidence was that he was instructed to  
21 include the elevator as an option in this budget. Did  
22 you give him those instructions?

23 MR. ED HOUGHTON: No. But I think  
24 that His Honour had made a comment about it would make  
25 sense that you would have an elevator, and it did, so

1 I'm not sure why it was an option. I -- I can't  
2 answer that.

3 MS. KATE MCGRANN: Okay. So, you get  
4 the final numbers from BLT late in the afternoon on  
5 the 22nd. If we could turn back to CJI11327.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: While that's coming  
10 up, I'll just put the question to you. And we can  
11 find the reference if we need it. That record shows  
12 that you have a conference call with Rick Lloyd and  
13 Paul Bonwick around 8:30 p.m. that lasts for about  
14 twenty (20) minutes.

15 Do you remember what that conference  
16 call is about?

17 MR. ED HOUGHTON: What was the date?

18 MS. KATE MCGRANN: August 22nd.

19 MR. ED HOUGHTON: That was the -- the  
20 dis -- discussion primarily was the issue that the  
21 deputy mayor had with a conversation that occurred  
22 with the mayor of Wasaga Beach.

23 MS. KATE MCGRANN: Can you expand on  
24 that for me, please?

25 MR. ED HOUGHTON: Well, I was kind of

1 disjointed from the conversation because it really  
2 didn't mean very much to me. But I know that the  
3 deputy mayor was very upset about a conversation or a  
4 presentation or something that went on with the mayor  
5 of Wasaga Beach at that point in time.

6 MS. KATE MCGRANN: You'd reviewed the  
7 final budgets at this point in time that you received  
8 from Sprung and BLT?

9 MR. ED HOUGHTON: Probably not at this  
10 point in time.

11 MS. KATE MCGRANN: Well, we see that  
12 you received them in the afternoon. You write back  
13 with further requests. Quite quickly you get a  
14 response back. Your evidence is that you hadn't  
15 looked at the response you received back?

16 MR. ED HOUGHTON: I for -- I think I  
17 almost immediately forwarded it to Marjory and Marjory  
18 forwarded it to -- to Dave McNalty.

19 Like, again, I didn't do everything. I  
20 ensured that it went to who I thought was the head of  
21 -- who took the head of purchasing, which was Marjory,  
22 so I forwarded it to her immediately.

23 At that point in time, I was probably  
24 doing a lot of other things.

25 MS. KATE MCGRANN: Do you remember if



1 you discussed the budgets that you had received from  
2 Sprung and BLT on the conference call that you had  
3 with Deputy Mayor Rick Lloyd and Paul Bonwick on the  
4 evening of August 22nd?

5 MR. ED HOUGHTON: I'm a hundred  
6 percent sure I did not.

7 MS. KATE MCGRANN: Do you remember if  
8 you discussed the recreation facilities for the Town  
9 more generally on that conference call with those two  
10 (2) gentlemen?

11 MR. ED HOUGHTON: We -- as I  
12 mentioned, the -- I think the main topic was the  
13 recreation facilities, which was what the deputy mayor  
14 was upset about.

15 MS. KATE MCGRANN: Do you have  
16 anything to add about your recollection from that  
17 conversation further to the information you provided  
18 in response to questions from your own counsel last  
19 week?

20 MR. ED HOUGHTON: I -- I recollect  
21 that at the end of the conversation he -- Mr. Bonwick  
22 said put it in writing and I'll deal with it.

23 MS. KATE MCGRANN: And you --

24 MR. ED HOUGHTON: Again, I was  
25 somewhat disjointed from that conversation.

1 MS. KATE MCGRANN: Looking for  
2 CJI11327, please. Can we scroll to line 1,021? Ten  
3 twenty-one is a call from Mr. Bonwick to you just  
4 about nine o'clock on the evening of August 22nd, and  
5 you speak with him for just under twenty (20) minutes.

6 Do you remember what that call was  
7 about?

8 MR. ED HOUGHTON: Is this -- is this  
9 the same call, the conference call?

10 MS. KATE MCGRANN: No. If you look  
11 above, you'll see lines 1,018 and 1,019, simultaneous  
12 calls between Mr. Bonwick, yourself, and Mr. Bonwick  
13 and Rick Lloyd at the same time for about twenty (20)  
14 minutes. That's the conference call.

15 MR. ED HOUGHTON: Okay.

16 MS. KATE MCGRANN: And after that, Mr.  
17 Lloyd calls Mr. Bonwick. It looks like there's a  
18 fifteen (15) second connection there. And after that,  
19 just before nine o'clock, Mr. Bonwick calls you and  
20 you speak for about twenty (20) minutes.

21 After that, Mr. Bonwick calls Mr.  
22 Lloyd, and they speak for about twenty (20) minutes.  
23 But you weren't only on that call, so I can only ask  
24 you about the one you were on.

25 Do you remember what that phone call

1 was about?

2 MR. ED HOUGHTON: Well, that appears  
3 that it's only twenty-seven (27) seconds apart.

4 MS. KATE MCGRANN: You're right.  
5 That's a second conference call. Do you remember --

6 MR. ED HOUGHTON: Oh.

7 MS. KATE MCGRANN: -- speaking to them  
8 twice?

9 MR. ED HOUGHTON: Do I re -- oh, I'm -  
10 - my apologies. Do I remember speaking to them twice?

11 MS. KATE MCGRANN: Yeah. Do you  
12 remember how --

13 MR. ED HOUGHTON: I remember the one  
14 (1) conference call. I don't remember the second  
15 conference call, and it may have been the same thing.  
16 Who -- maybe somebody had to get off the phone or  
17 something. I don't know. I know -- I know it was a -  
18 - it was quite an issue.

19 MS. KATE MCGRANN: Yeah. It looks  
20 like you spent about forty (40) minutes on the phone  
21 with them --

22 MR. ED HOUGHTON: Yeah.

23 MS. KATE MCGRANN: -- speaking about  
24 it.

25 MR. ED HOUGHTON: It was quite a --

1 no, I remember it was quite an issue. And I wasn't --  
2 I don't -- I don't recollect the -- anything more than  
3 that.

4 Certainly, me discussing the pricing  
5 with Bonwick, he's part of BLT anyway. So, if he  
6 wanted to have the pricing, I'm sure he could have got  
7 it from BLT, so I don't -- I don't think that I would  
8 have even spoken to Mr. Bonwick. It doesn't -- it's  
9 not logical.

10 I may have spoken to the deputy mayor  
11 about it at some point, but I don't recall even at  
12 this point in time if I had taken the time to even  
13 look at all of the numbers.

14 I know I had a day or so later when I  
15 was making sure that all the items that we wanted were  
16 in it, but...

17 MS. KATE MCGRANN: When you say that  
18 the presentation that Mr. Bonwick made to Cal Paterson  
19 was quite the issue, that's what you're talking about,  
20 right?

21 MR. ED HOUGHTON: Yes.

22 MS. KATE MCGRANN: What was the issue?

23 MR. ED HOUGHTON: Honestly, I don't  
24 get it. I don't get understand it and probably was  
25 the reason why I disconnected from that conversation

1 and just continued working on my computer while the  
2 conversation was going on.

3 MS. KATE MCGRANN: What do you  
4 remember them saying about why it was such an issue?

5 MR. ED HOUGHTON: I know that Rick was  
6 amped up about for whatever reason. And I just didn't  
7 understand it, so I didn't get involved.

8 MS. KATE MCGRANN: Okay.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: We see that the  
13 last version of the staff report that Ms. Leonard  
14 sends around is sent around during the day on August  
15 23rd. And then Mr. McNalty makes a series of  
16 revisions on the evening of August 23rd and sends  
17 around a revised draft at quarter to 12:00.

18 Mr. McNalty's been asked a series of  
19 questions about the changes that were made in his  
20 draft. And his evidence was, in general, that he  
21 wouldn't have made changes to the contents of Ms.  
22 Leonard's draft unless he was directed to do so by  
23 someone else.

24 He changed the format and the order,  
25 but he wouldn't make changes to the substance of the

1 report unless he was directed to do so by someone  
2 else.

3 Mr. McNalty had a twenty-one (21)  
4 minute phone call with you on the evening of August  
5 23rd that commenced around 6:00 p.m. Do you remember  
6 that telephone call?

7 MR. ED HOUGHTON: Yes.

8 MS. KATE MCGRANN: And Mr. McNalty's  
9 evidence was that the only communication he had with  
10 Ms. Leonard that night was the email that she sends to  
11 him regarding the procurement process.

12 I want to walk through the changes that  
13 Mr. McNalty made to understand if you had any  
14 discussions with him about any of those changes.

15 So, let's start by looking at paragraph  
16 388 of the Foundation Document.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: Oh, sorry, 338, my  
21 fault.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: Scroll down.

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Try 346.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: Scroll down. This  
8 is the table that's included in Mr. McNalty's draft of  
9 the report. And it's his evidence that this  
10 represents the last work that he did in terms of  
11 adjusting the numbers, I believe. We'll come back to  
12 that in a minute.

13 In his report, the comparison table  
14 doesn't appear. The table that looks like this that  
15 sets out the various components that lead to the total  
16 cost, that's taken out of his report.

17 His evidence was that he didn't decide  
18 to remove the table from the report. Did you discuss  
19 removing the comparison table from the report with Mr.  
20 McNalty?

21 MR. ED HOUGHTON: Let -- let's be  
22 accurate then. The email that Mr. McNalty sent out  
23 which was the thing that prompted me to call him was  
24 the same information, new format, or for whatever the  
25 words he used, so I contacted him about that.

1                   When he gave his evidence he said, I  
2 don't even recall the conversation. And he then,  
3 after several questions about whether he -- what he  
4 recalled, he said, I must have then, you know, taken  
5 instructions. And it was only after that, that he did  
6 that.

7                   So, I had a conversation with Dave.  
8 And I said, Explain to me when you say same  
9 information, new format, or whatever the word was.  
10 And I'd -- I'd appreciate knowing what that word is,  
11 which is the subject line of his -- his email and the  
12 subject line of his staff report, which was also the  
13 staff report where it stopped having any kind of  
14 tracking, as well.

15                   He was -- he was telling me that, you  
16 know, he wanted to rebundle it, put it into a  
17 different format and those kinds of things. He  
18 explained to me about the pricing. And then he -- we  
19 -- we talked about that. We talked about Eddie Bush  
20 and the -- the need for Eddie Bush to be in the staff  
21 report.

22                   He felt that it's -- it -- we -- we at  
23 least needed to acknowledge it within the staff report  
24 even though it was not something that Council asked us  
25 to do.



1                   So, that was the conversation that we  
2 actually had that evening. It had nothing to do with  
3 me removing these things. But even removing these  
4 things, the -- the concept of the pricing is still  
5 within the existing report.

6                   And the \$12.3 million that Mr. Mc --  
7 that was in the -- the ultimate report was also given  
8 to me and the group on the Thur -- or on the Friday  
9 morning. I wouldn't have been able to have that  
10 number unless it was given to me from Dave and his  
11 numbers.

12                   MS. KATE MCGRANN:    When you say on the  
13 call that Mr. McNalty explained the pricing, what do  
14 you remember about that discussion?

15                   MR. ED HOUGHTON:    I think he just told  
16 me what he was -- he was working on the charts and  
17 those things.

18                   MS. KATE MCGRANN:    Did he walk you  
19 through the adjustments that he had made?

20                   MR. ED HOUGHTON:    No.

21                   MS. KATE MCGRANN:    So, what did he  
22 tell you?

23                   MR. ED HOUGHTON:    Basically, that he  
24 was working through the numbers, putting them all  
25 together. He -- he was doing -- doing a costing for a

1 mezzanine and -- and those things and -- or had done  
2 the costing for the mezzanine. I'm not sure exactly  
3 which way it went, but...

4 MS. KATE MCGRANN: So, I take it your  
5 evidence is that Mr. McNalty did not discuss removing  
6 the detailed comparison chart from his draft with you?

7 MR. ED HOUGHTON: I'm -- I'm not --  
8 I'm not suggesting he didn't say he was thinking about  
9 doing that. I don't think at this point in time I  
10 suggested that he take it out.

11 And, quite frankly, it really is just a  
12 style difference, you know, whether you include charts  
13 like this or whether you just put bold numbers that a  
14 Council member, when they're reading it, can actually  
15 pick those bold numbers out of a report and so that  
16 they understand it better.

17 MS. KATE MCGRANN: Well, Mr. Houghton,  
18 I think I've got to put to you that, in fact, when you  
19 remove the charts, or when the charts are removed,  
20 information is no longer available to Council.

21 And by that, I mean the information  
22 about the various components that go into the total  
23 numbers that made their way into the final report is  
24 no longer available to Council.

25 Would you agree with that?

1 MR. ED HOUGHTON: I think that, at  
2 that point in time, the report was actually just  
3 giving a comparison of a steel fabricated building  
4 supposedly, kind of apples to apples, to a Sprung  
5 building.

6 MS. KATE MCGRANN: And without the  
7 information in the comparison charts, Council is not  
8 armed to ask questions about the various assumptions  
9 that staff has made and the adjustments that they've  
10 made to get to the final numbers that they're  
11 presenting to Council, correct?

12 MR. ED HOUGHTON: I think, in your  
13 opinion, you think that Council would read that and  
14 ask a question about that. I'm not sure that that's  
15 the case, but that's just a difference of opinion, a  
16 difference of style of a re -- of a staff report that  
17 goes to Council.

18 MS. KATE MCGRANN: When you saw Mr.  
19 McNalty's version, you saw that the comparison chart  
20 had been removed?

21 MR. ED HOUGHTON: I'm sure I must have  
22 noticed it, but...

23 MS. KATE MCGRANN: And you didn't  
24 choose to put it back in?

25 MR. ED HOUGHTON: No, I didn't choose

1 to put it back in.

2 MS. KATE MCGRANN: Mr. McNalty's draft  
3 also removed references to a brick and mortar arena.  
4 And we can look at paragraph 408 about that.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: It does include the  
9 statement:

10 "Staff is confident on the basis of  
11 the research into options for a  
12 single-pad ice arena in Central  
13 Park, that the most cost-effective  
14 and time efficient option for  
15 construction is an insulated fabric  
16 membrane structure.

17 The technology utilized in this  
18 building system is innovative and  
19 presents well for energy efficiency  
20 in the environment.

21 The arena will not only satisfy the  
22 immediate ice needs of the community  
23 but will also further enhance the  
24 Town's image as a leader and the  
25 adoption of new technologies."

1                   Did you have any discussions with Mr.  
2 McNalty about the information in this paragraph that  
3 was included in his draft?

4                   MR. ED HOUGHTON:    No, I don't believe  
5 so.

6                   MS. KATE MCGRANN:    Did you have any  
7 discussions with him about removing the references to  
8 a bricks and mortar arena?

9                   MR. ED HOUGHTON:    No, because,  
10 actually, I -- I put it back in, which I just took the  
11 -- what was out of the Central Park steering committee  
12 and put, basically, a two (2) -- a double ice pad was  
13 this as part of the -- or the -- the Central Park  
14 steering committee report, so I actually put that back  
15 in there.

16                   MS. KATE MCGRANN:    So, you thought  
17 that information was important for Council to have?

18                   MR. ED HOUGHTON:    Well, I think that  
19 they -- they were at least somewhat familiar with what  
20 the Central Park steering committee was suggesting for  
21 a double ice pad in that multi-use facility.

22                   MS. KATE MCGRANN:    If we look at  
23 paragraph 409, this paragraph describes that Mr.  
24 McNalty's draft removed the detailed staff estimates  
25 for capital costs of the pool and arena and the

1 operating costs. We've talked about that already.

2                   It also removed the site and park  
3 development costs of a million one hundred and sixty-  
4 four thousand two hundred and eighty-one dollars  
5 (\$1,164,281), the design fees and permit allowance of  
6 a hundred thousand dollars, and a 5 percent  
7 contingency that amounted to four hundred and thirty-  
8 four thousand nine hundred and fifty-four dollars  
9 (\$434,954) from the cost of the insulated fabric  
10 membrane option.

11                   The accumulative amount of those costs  
12 was a million six ninety-nine two thirty-five  
13 (1,699,235). So, by taking those costs out, the cost  
14 of the insulated fabric membrane as presented came  
15 down by over \$1.6 million.

16                   Did you discuss the removal of those  
17 costs from the insulated fabric membrane option with  
18 Mr. McNalty when you spoke to him on the evening of  
19 the 23rd?

20                   MR. ED HOUGHTON: No. I think that we  
21 -- we had a similar kind of conversation on the day of  
22 the Friday morning. And that was one (1) of the  
23 reasons why we put, you know, \$1.2 million variance  
24 between 11.1 to 12.3.

25                   The -- the 1.164 is not -- it's not a

1 good number for either of the -- of the -- the  
2 options. If you look at that, there's a number of the  
3 items within -- within that that are actually included  
4 in the -- the BLT budget.

5                   But, as well, they located -- WGD  
6 located the -- the arena that they were looking at in  
7 the top northeast corner. And instead of making  
8 parking lots for two hundred and fifty (250) cars,  
9 they made parking lots for four hundred and sixty  
10 (460) cars which added a significant amount of asphalt  
11 cost, so it wasn't really a good price for either one  
12 (1) of them.

13                   When we -- when we cited it at the  
14 southeast corner, we only had to do a parking lot for  
15 -- for the two hundred and fifty (250) cars.

16                   The 5 percent contingency, one (1) of  
17 the things that we were looking at was that there --  
18 there is no need for design contingency because the  
19 design contingency is included in the -- the BLT  
20 budget. The contingency that -- that -- for the -- a  
21 construction contingency afterwards -- if you have a  
22 million dollar project and you have a 10 percent  
23 contingency, really the budget ends up being 1.1  
24 million.

25                   What we were trying to do again, I was

1 -- "we," "I" -- we were trying to be receptive to what  
2 we were hearing that they wanted something of -- of --  
3 like, that would be inexpensive, and we were trying to  
4 make sure that the numbers that we had come in were  
5 going to be the numbers that were going to come in and  
6 not -- not add a contingency, so people actually have  
7 a little bit of a leeway to be able to add additional  
8 items to the -- to the project.

9 MS. KATE MCGRANN: Now, you said in  
10 your evidence earlier that your biggest fear was  
11 delivering numbers to Council and then having the  
12 total costs be larger than the numbers that you  
13 delivered to Council.

14 Do you remember that?

15 MR. ED HOUGHTON: Yes.

16 MS. KATE MCGRANN: You knew that  
17 changes to the design build contract would come with  
18 change order costs associated with them, right?

19 MR. ED HOUGHTON: That's correct.

20 MS. KATE MCGRANN: You were aware that  
21 there were possibility that unforeseen items could  
22 come up after the contract had been signed, requiring  
23 change orders and associated costs, right?

24 MR. ED HOUGHTON: No.

25 MS. KATE MCGRANN: You weren't aware



1 of that?

2 MR. ED HOUGHTON: No. Let me --  
3 unforeseen items in a design are the responsibility of  
4 the design build team. Additional items, as an  
5 example, if they want to go from two hundred and fifty  
6 (250) seats to four hundred (400) seats, that's a  
7 client request. And then there'll be a change order  
8 for that, an additional price.

9 If they're going to go from twenty-six  
10 (26) lights to forty-six (46) lights, that's an  
11 additional item, but that's a client choice.

12 We were trying to minimize doing that  
13 because it always widens the budget, so there you go.

14 MS. KATE MCGRANN: You were aware that  
15 there was a possibility that the client would make  
16 choices after the contract had been signed that would  
17 lead to change orders with associated costs?

18 MR. ED HOUGHTON: The -- the people  
19 who were involved with the design of the pool and the  
20 arena with those people who were going to have care  
21 and control over it, i.e., Dennis Seymour, et cetera.  
22 It would -- would have been my expectation that if  
23 they had wanted four hundred (400) seats versus two  
24 fifty (250), they would have done that.

25 So I -- I didn't -- I had no

1 expectation that they were going to change the scope  
2 of work after the fact.

3 MS. KATE MCGRANN: At this point in  
4 time, we see that staff has had one (1) meeting with  
5 Sprung on July 27th, in which you're told you need to  
6 give them additional information so they can give  
7 budgets, correct?

8 MR. ED HOUGHTON: July 27th, August  
9 3rd, yeah.

10 MS. KATE MCGRANN: And there's a  
11 second meeting on August 3rd in which there's a  
12 discussion about design components. Based on what  
13 we've seen in the Foundation Document, it looks like  
14 that meeting was less than two (2) hours.

15 MR. ED HOUGHTON: Okay.

16 MS. KATE MCGRANN: Are you aware of  
17 any other conversations that staff had with BLT about  
18 the components for the arena?

19 MR. ED HOUGHTON: I would -- I think  
20 what happened was we gave them the components list. I  
21 would expect that Mr. McNalty and Mr. Seymour had many  
22 discussions about what they wanted to have, and in  
23 their experience -- in an arena what are you going to  
24 have? You've got -- you know, we're getting six (6)  
25 change rooms, two (2) referee rooms, et cetera.

1                   So I think that they -- they would have  
2 had those conversations, not with just BLT, they would  
3 have them amongst themselves.

4                   MS. KATE MCGRANN:    Are you aware of  
5 any other conversations that staff had with BLT or  
6 Sprung about the components for the arena and pool  
7 other than the July 27th and August 3rd meetings?

8                   MR. ED HOUGHTON:    I'm not aware if  
9 they did, no.

10                  MS. KATE MCGRANN:   Did you have any  
11 discussions with Mr. McNalty on the evening of August  
12 23rd about removing these three (3) items from the  
13 draft staff report?

14                  MR. ED HOUGHTON:    No, I don't believe  
15 so.

16                  MS. KATE MCGRANN:    Did you have any  
17 discussions with him about removing the estimated  
18 operating costs from the draft staff report on the  
19 evening of August 23rd?

20                  MR. ED HOUGHTON:    I think we had a  
21 conversation about the operating costs, and I think  
22 that we had kind of, amongst the group, decided that  
23 the operating costs will be the operating costs, and  
24 Council had pretty much said that there is an urgent  
25 need for ice and water, and whatever the operating

1 costs, they were willing to -- to pay.

2 I think -- I think in the -- in the  
3 presentation though, Marjory gave an explanation of  
4 the operating costs. So we felt that in the report,  
5 it probably wasn't the location to do it. It would be  
6 better in the presentation.

7 MS. KATE MCGRANN: Why did you feel  
8 that the operating costs should not be in the staff  
9 report?

10 MR. ED HOUGHTON: Why did I feel?

11 MS. KATE MCGRANN: M-hm.

12 MR. ED HOUGHTON: I'm not sure if it  
13 was just my idea but...

14 MS. KATE MCGRANN: Well, I just want  
15 to know about you -- what you contributed to the  
16 conversation. Why did you -- why were you okay with  
17 those costs coming out of the staff report?

18 MR. ED HOUGHTON: As long as they were  
19 discussed with Council, I -- I -- I was comfortable  
20 with that.

21 MS. KATE MCGRANN: Didn't you think  
22 that information was important for Council to have  
23 over the weekend while they're considering their  
24 decision?

25 MR. ED HOUGHTON: No.

1 MS. KATE MCGRANN: Can we look at  
2 CJI11327 for a minute again, please?

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Can we scroll to  
7 line 1032?

8 We've been discussing a call that you  
9 had with Mr. McNalty at about six o'clock on August  
10 23rd. When we look at the phone records, we see you  
11 placed a call to Mr. Bonwick on August 23rd at about  
12 4:30, and you speak with him for just under sixteen  
13 (16) minutes.

14 And then we see you placed a second  
15 call to him at about 5:30, and you speak to him for  
16 about twenty (20) minutes. So you get off the second  
17 call, you got about ten (10) minutes, and then you're  
18 speaking to Mr. McNalty on the phone.

19 Do you remember what you spoke with Mr.  
20 Bonwick about in those two (2) calls on the afternoon  
21 of August 23rd?

22 MR. ED HOUGHTON: No, but it could  
23 have been a multitude of other things. I mean, as  
24 we've already talked about, Mr. Bonwick was still  
25 significantly involved with PowerStream. I'm not sure

1 where this sits with the Mayor's golf tournament,  
2 which was going to be our launch.

3           As well, we were talking about the  
4 branding, how we're going to do the branding, and  
5 immediately after the -- the launch, we wanted to talk  
6 about how are we going to get out and talk to the  
7 members of the CHEC group and those kinds of things.

8           I had many, many other jobs besides the  
9 -- the structures, and so I'm sure that any of those  
10 conversations could have been part of that.

11           MS. KATE MCGRANN: We know that you  
12 have a call with Ms. Leonard at about 8:00 p.m. on the  
13 evening of August 23rd. Do you know what I'm talking  
14 about?

15           MR. ED HOUGHTON: Do I remember?

16           MS. KATE MCGRANN: Do you know what  
17 I'm talking about, the call that you have with Ms.  
18 Leonard at about 8:00 p.m. on August 23rd?

19           MR. ED HOUGHTON: That's correct, yes.

20           MS. KATE MCGRANN: You gave evidence  
21 that you were calling her for her professional opinion  
22 about procurement. Do you remember that?

23           MR. ED HOUGHTON: Yes.

24           MS. KATE MCGRANN: Now, at this point  
25 in time you've seen a series of draft staff reports

1 authored by Ms. Leonard. Each and every one (1) of  
2 them contemplates an RFP process.

3                   So I'm going to suggest to you that you  
4 already had her professional opinion because you had  
5 all of her draft staff reports. They are contemplated  
6 an RFP.

7                   Why did you call her to talk about a  
8 procurement process that evening? What were you  
9 confused about?

10                   MR. ED HOUGHTON: I didn't say I was  
11 confused, and I don't think that you can say I had her  
12 professional opinion. That was the way the document  
13 was moving. It was a continuing -- it was a living  
14 document. It continued to change.

15                   I think that when Dave McNalty sort of  
16 posed the -- the question, have you -- have -- do you  
17 think that we've done our due diligence, I felt that  
18 that was important then for me to have a conversation  
19 with Ms. Leonard, who again in my opinion was the  
20 holder of -- of the procurement policies.

21                   MS. KATE MCGRANN: Ms. Leonard's  
22 evidence of that phone call is that she felt that you  
23 called and you were convincing her that sole-source  
24 procurement was a permissible way for the Town to  
25 proceed with respect to the Sprung structures.

1                   What's your reaction to that evidence?

2                   MR. ED HOUGHTON:    I think that her and  
3 I had a conversation about both our thoughts at that  
4 point in time, but I was seeking her opinion.  That's  
5 why I called her.

6                   MS. KATE MCGRANN:    Were you seeking  
7 her opinion about whether the Town could proceed by  
8 way of sole source?

9                   MR. ED HOUGHTON:    I was seeking her  
10 opinion based on what Mr. McNalty had asked me.

11                   MS. KATE MCGRANN:    Were you seeking  
12 her opinion about whether the Town could proceed by  
13 way of sole source?

14                   MR. ED HOUGHTON:    I think I just  
15 answered that.

16                   MS. KATE MCGRANN:    Okay.  Did you ask  
17 Ms. Leonard to respond to Mr. McNalty's email?

18                   MR. ED HOUGHTON:    I think she -- she  
19 had said I'll send an email out to everybody.  I said  
20 great, thank you very much.

21                   MS. KATE MCGRANN:    You don't remember  
22 asking her to send that email?

23                   MR. ED HOUGHTON:    No.

24                   MS. KATE MCGRANN:    Is there any reason  
25 that you wouldn't send that email?



1 MR. ED HOUGHTON: I wouldn't send it?

2 MS. KATE MCGRANN: Yes. Mr. McNalty  
3 asked the question of you. Is there any reason that  
4 you wouldn't respond to his email?

5 MR. ED HOUGHTON: At one point you're  
6 telling me I should be delegating and now I dealt --  
7 now it's being delegated and that's the wrong thing to  
8 do. No. I actually asked Ms. Leonard her opinion.  
9 As the holder of the procurement policies she offered  
10 to send it. That was great, thank you.

11 MS. KATE MCGRANN: Can we look at  
12 paragraph 413 of the Foundation Document, please?

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: This is an email  
17 that Ms. Leonard sends see Mr. McNalty and the EMC on  
18 August 24th at quarter to 11:00 a.m. I believe that  
19 she's sending this after the EMC has met with Mr.  
20 McNalty to discuss his draft and your further draft of  
21 the staff report.

22 Is that consistent with what you  
23 recall?

24 MR. ED HOUGHTON: Yes. It was after  
25 our -- our meeting in the morning.

1 MS. KATE MCGRANN: Okay. Just a  
2 couple of questions about the contents of this  
3 paragraph -- or this -- this email.

4 If you look at the second paragraph, it  
5 says:

6 "Element of competition was included  
7 in the gathering of the estimates.  
8 The manufacturers of the  
9 architectural membrane structure  
10 knew that they were in competition  
11 with the more traditional forms of  
12 construction."

13 Mr. Barrow has arrived -- or, arrived -  
14 - has appeared and given evidence at the Inquiry and  
15 his evidence was that BLT knew that they were in  
16 competition with a \$35 million MURF, and that was it.

17 To your knowledge, was BLT told that  
18 they were in competition with anything other than  
19 that?

20 MR. ED HOUGHTON: I think, see, that's  
21 -- that may be part of the issue is that we didn't  
22 differentiate between Sprung/BLT and Sprung was well  
23 aware that we were we were looking at other  
24 opportunities.

25 MS. KATE MCGRANN: How were they well

1 aware of that?

2 MR. ED HOUGHTON: In our conver -- in  
3 the conversations that we'd had.

4 MS. KATE MCGRANN: What conversations  
5 are you referring to?

6 MR. ED HOUGHTON: August 27th, October  
7 -- or August -- or July 27th, August 3rd, those kind  
8 of conversations.

9 MS. KATE MCGRANN: Who did you tell?

10 MR. ED HOUGHTON: We -- we had  
11 conversations with BLT at that point in time, we had  
12 conversations with -- with Tom Lloyd, both of them,  
13 Tom Lloyd the second time.

14 MS. KATE MCGRANN: Okay. Let's start  
15 with BLT. You only meet with them once, on July 27th,  
16 right?

17 MR. ED HOUGHTON: That's correct.

18 MS. KATE MCGRANN: What do you  
19 remember telling them about the competition that they  
20 were in at that meeting?

21 MR. ED HOUGHTON: Well, I would expect  
22 that we would have been telling them -- and I'm only  
23 saying I would expect that we would have been telling  
24 them that we -- we were getting pricing on it.

25 MS. KATE MCGRANN: What do you

1 remember telling BLT about the competition that they  
2 were in at that meeting?

3 MR. ED HOUGHTON: I don't know if I  
4 told BL -- I don't know if we told BLT. I know that -  
5 - I know that Sprung was aware that we were getting --  
6 looking at alternative pricing.

7 MS. KATE MCGRANN: Okay. So let's  
8 take BLT out of the equation then.

9 MR. ED HOUGHTON: Okay.

10 MS. KATE MCGRANN: I think it's very  
11 important that we get your evidence clearly on this  
12 because you tell the Town that there was competition  
13 in the process that the -- that staff went through, so  
14 we need to understand what competition was there.

15 What did you tell Sprung about the  
16 competition they were facing as they were helping put  
17 these budgets together?

18 MR. ED HOUGHTON: I understand what  
19 you -- you just said, but let's be clear. The staff  
20 report was from all of us. These words may not be the  
21 best words in the world.

22 I've already apologized to Mr. Dabrus a  
23 few weeks later after this happened, that they weren't  
24 in competition, but because Mr. Barrow said that he  
25 didn't -- he wasn't aware, I believe that Sprung was

1 aware in conversations.

2 In the conversations we had, we would  
3 have said not only are we doing this, we're doing  
4 these other things. I can't tell you anything more  
5 specifically than that. It is seven (7) years ago and  
6 I'm trying to do my darndest to give you the best  
7 information I've got.

8 MS. KATE MCGRANN: Do you have any  
9 specific recollections of having any conversations  
10 with Sprung about competition that they were in?

11 MR. ED HOUGHTON: I have -- I have a -  
12 - I have a recollection of a conversation where we  
13 were saying that staff was also doing -- at the same  
14 time getting information from -- from the Sprung  
15 people

16 MS. KATE MCGRANN: I'm sorry, could  
17 you say that again? You have a recollection that  
18 staff was also getting information from Sprung?

19 MR. ED HOUGHTON: No, no. Sorry. If  
20 I said that, that's wrong.

21 What I said was, I -- I believe that  
22 staff told Sprung that we were seeking other pricing  
23 at the same time that Sprung was providing their  
24 pricing, Sprung/BLT.

25 MS. KATE MCGRANN: What is the basis

1 for that belief? Were you part of that conversation?

2 MR. ED HOUGHTON: I -- I have a  
3 recollection of that, yes.

4 MS. KATE MCGRANN: Who was involved in  
5 the conversation?

6 MR. ED HOUGHTON: I believe it was  
7 either at the August 27th or the -- or the July 27th  
8 or the August 3rd.

9 MS. KATE MCGRANN: Who was involved in  
10 the conversation that you recall?

11 MR. ED HOUGHTON: You have -- you know  
12 who were all at the meetings.

13 MS. KATE MCGRANN: I want to know who  
14 was involved in the specific conversation that you're  
15 telling me about right now.

16 MR. ED HOUGHTON: I would expect it  
17 was at the meeting, so it would have been -- it would  
18 have been Tom Lloyd, whoever else there -- was from  
19 Sprung, it would have been Marjory Leonard, David  
20 McNalty, Dennis Seymour, possibly Larry, whoever else  
21 was at those meetings.

22 MS. KATE MCGRANN: Do you remember  
23 anything more specific about what Sprung was advised  
24 that staff was doing?

25 MR. ED HOUGHTON: Nothing more

1 specific, no.

2 MS. KATE MCGRANN: Can you scroll down  
3 so we can see the bottom part of this paragraph?

4 If you look one up from the bottom, so  
5 the second paragraph up, starts with the header "Sole  
6 Source:" -- do you see that?

7 MR. ED HOUGHTON: I do.

8 MS. KATE MCGRANN: This says:

9 "Again, through our research, it has  
10 been determined that there is only  
11 one (1) supplier that can meet the  
12 specifications staff developed for  
13 the facilities."

14 What specifications are you referring  
15 to there?

16 MR. ED HOUGHTON: What specifications  
17 was the Treasurer referring to when she wrote this? I  
18 believe what they were looking at was just sort of the  
19 membrane technology that Sprung had versus fabric  
20 buildings.

21 MS. KATE MCGRANN: So just so I  
22 understand, I understand that your evidence is that  
23 the EMC came to a consensus about this, which means  
24 that you agreed with it, right?

25 MR. ED HOUGHTON: I think we all

1 agreed with it.

2 MS. KATE MCGRANN: The idea is that  
3 the Town requires an architectural fabric membrane,  
4 correct? There is only one (1) supplier that can  
5 provide it.

6 MR. ED HOUGHTON: In our opinion, yes.  
7 Yeah.

8 MS. KATE MCGRANN: Can you see how an  
9 outsider would be concerned that rather than the Town  
10 sitting down, deciding what it needs, and then going  
11 out to the market to find out who can give it to them,  
12 the Town sat down with Sprung, figured out what Sprung  
13 could give it, and then looked around and said nobody  
14 else can give us a Sprung building?

15 Can you see how outsiders might be  
16 concerned that that's what happened here?

17 MR. ED HOUGHTON: Even today I don't  
18 think there's anybody else that could provide what  
19 Sprung provided. And I was concerned about -- these  
20 were Marjory's words. When Dave did a rewrite, I was  
21 concerned about them even being changed because again  
22 I felt that she was the -- the professional in that  
23 area, because I even said is -- have these been edited  
24 or rewritten or have these been changed.

25 MS. KATE MCGRANN: Can we turn to



1 CJI11327, please?

2

3

(BRIEF PAUSE)

4

5 MS. KATE MCGRANN: If we could scroll  
6 down to line 1038.

7

8

(BRIEF PAUSE)

9

10 MS. KATE MCGRANN: So we see that you  
11 send around your revised version of the staff report  
12 at about quarter to eight on the morning of August  
13 24th. You then make a phone call to Mr. Bonwick just  
14 before 8:00 a.m. and you speak to him for eight (8)  
15 minutes.

16 Do you remember what that call was  
17 about?

18 MR. ED HOUGHTON: No, I don't.

19 MS. KATE MCGRANN: If you look at the  
20 next line down, 1039, you place a call to Ms. Stec at  
21 8:37 in the morning and you speak to her for three (3)  
22 minutes.

23 Do you remember what that call was  
24 about?

25 MR. ED HOUGHTON: Was it about this

1 time where I was making sure that all of the items  
2 that were supposed to be in that -- that budget were  
3 in the budget? Like, I remember reviewing it and  
4 asking are the garage doors included because I can't  
5 find them in this. Was that about that time?

6 MS. KATE MCGRANN: Mr. Houghton, do  
7 you remember what this call was about?

8 MR. ED HOUGHTON: My apologies. I'm  
9 asking a question so I can answer your question.

10 MS. KATE MCGRANN: On the next line we  
11 see you call Ms. Stec again at about 10:15 and you  
12 speak to her for three (3) minutes.

13 Do you remember what that call was  
14 about?

15 MR. ED HOUGHTON: No. But if I could  
16 -- if I could have an understanding of when -- if I  
17 could just have an understanding of when it appeared  
18 like I was checking to see if all of these items were  
19 included, that may help me answer your question.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: Could we look at  
24 paragraph 323 of the Foundation Document, please?

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Could you scroll  
4 down a bit? We're looking for 325. This paragraph  
5 describes an email that Ms. Stec sends 1:51 to Mr.  
6 Barrow. She writes:

7 "Can you let me know when you're  
8 back in the office? I just want to  
9 confirm compensation totals with you  
10 after breaking out totals.

11 When I was speaking to Ed this  
12 morning, he asked me to confirm that  
13 the garage type doors which open up  
14 are included."

15 Is that the email that you were  
16 referring to?

17 MR. ED HOUGHTON: Yes. So, I think  
18 that what I was doing was going through the budget  
19 items trying to get an understanding of it, speaking  
20 to Ms. Stec to make sure that those kinds of things  
21 were in the budget that BLT had quoted on.

22 MS. KATE MCGRANN: Do you have a  
23 recollection of that being what you spoke to her about  
24 or are you putting that together after the fact based  
25 on the emails that you read in the Foundation

1 Document?

2 MR. ED HOUGHTON: I have a  
3 recollection of talking about making sure that -- and  
4 I actually remember the garage doors one, but I know  
5 that there was several items that I wanted to make  
6 sure we were talking about, the skylights. There was  
7 -- there was a few other things that -- but  
8 specifically, I'm sure that's what the conversation  
9 was all about.

10 I'm not the bad guy here even though  
11 you're making me the bad guy.

12 MS. KATE MCGRANN: When we look at the  
13 draft that you sent just after noon on August 24th, we  
14 see that the numbers for the prefabricated steel arena  
15 have been increased from 11.1 to 12.3 million. And  
16 you've already given information about how that  
17 happened.

18 And you've included language along the  
19 lines of that estimate was provided by WGD. Do you  
20 know what I'm talking about?

21 MR. ED HOUGHTON: Yes, that was my  
22 understanding.

23 MS. KATE MCGRANN: You knew at the  
24 time that those numbers were not WGD's estimate,  
25 right?

1 MR. ED HOUGHTON: No.

2 MS. KATE MCGRANN: You had seen the  
3 report that WGD sent over that gave numbers in the  
4 range of 7.1 for the fabric building and 7.6 for the  
5 prefabricated steel arena, correct?

6 MR. ED HOUGHTON: The -- what -- why I  
7 said the -- the 11.1 to 12.3 was based on the  
8 conversation that we had that day with Mr. McNalty  
9 where he had said that he had taken the information,  
10 he had taken all of the -- the pro -- the products  
11 that he felt were required to be the same equivalent  
12 as the enclosure for the Sprung, and he came up with  
13 the 12.3.

14 We talked about the 1.164 and how that  
15 number is kind of whatever and that there were other  
16 estimates. And we said, well, let's -- let's make a  
17 range of \$1.2 million, so it was 11.1 to 12.3.

18 That's -- and I only put that in there.  
19 It was my understanding that those numbers were from  
20 WGD. If -- if staff had not -- didn't have that  
21 understanding, I sent it to everybody and said please  
22 adapt as needed or required.

23 It was my understanding that that's  
24 what -- what it was. And that's -- I -- I did that,  
25 forwarded it to the people who were also involved;

1 nobody made the change.

2 MS. KATE MCGRANN: Did you have any  
3 concerns by adding that language to the numbers that  
4 were the results of adjustments made by staff? Did  
5 you have any concerns adding that language could  
6 mislead Council to think that that num -- those  
7 numbers came directly from the experts that had been  
8 retained to advise them?

9 MR. ED HOUGHTON: That in no way was  
10 intended to mislead Council. David had said to me and  
11 the others that he had been working on the numbers.  
12 He had put those things in trying to come up with an  
13 apples to apples comparison.

14 And I was -- I was respectful of what  
15 Dave was doing and trusted him and there -- in no way,  
16 shape, or form was that to try to mislead Council  
17 ever.

18 MS. KATE MCGRANN: The last change  
19 that we see in the August 24th version that you send  
20 around -- around noon is described at paragraph 421 of  
21 the Foundation Document. Can we pull that up, please?

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: We see that the

1 last draft that you send around removes information  
2 about the debenture costs that had been in the reports  
3 drafted by Ms. Leonard and Mr. McNalty.

4 Why did you remove that information?

5 MR. ED HOUGHTON: We -- we had talked  
6 about it at the June 11th meeting. We talked about at  
7 the July 16th meeting that there was those things.  
8 Marjory had given her second -- her, yeah, second  
9 quarter review that day.

10 We just felt that -- or I felt -- I'll  
11 blame me this time. I felt that -- that it would be  
12 best explained that evening during the presentation.  
13 And again, it would be -- we were trying to say here's  
14 the moneys that are available. If Council was to make  
15 a comment or a -- or ask a question, we could provide  
16 those numbers to them.

17 I think that they'd heard about the  
18 debenture costs for quite some time now. And there  
19 was actually long protracted email that I believe that  
20 Councillor Chadwick had asked Marjory for debenture  
21 costs and how much would -- you know, what would the -  
22 - what would the impact to the -- to the ratepayer be.

23 MS. KATE MCGRANN: I have a couple of  
24 quick questions for you about information that was  
25 provided to Council about the potential use of the

1 proceeds from the Collus share sale.

2                   So, we heard evidence in part 1 about  
3 the strategic partnership, including that in order for  
4 the Town to maintain its 50 percent share ownership,  
5 it was going to have to continue to invest in the  
6 growth of the strategic partnership.

7                   Do you remember that?

8                   MR. ED HOUGHTON: I think -- I think I  
9 remember that in a little bit of a different manner,  
10 but that's fine.

11                   MS. KATE MCGRANN: Well, please  
12 provide any -- I -- I want to make sure that we're on  
13 the same page, so what do you remember?

14                   MR. ED HOUGHTON: Well, again, there  
15 was a discussion about continuing to grow Collus  
16 PowerStream, the new Collus PowerStream and that, at  
17 that point in time -- excuse me -- we had a 50 percent  
18 ownership of that entity.

19                   For us to be able to grow, we could --  
20 there's a potential of purchasing, there's a potential  
21 of merging, there's -- there was all of those  
22 different types of potentials.

23                   That didn't always mean that the 50  
24 percent would stay the 50 percent, but each one (1) of  
25 those would be a decision that would be made by



1 Council and each one (1) of those opportunities would  
2 be looked at, reviewed independently, and decisions  
3 would be made.

4 As an example, the City of Barrie  
5 became a partner in the old PowerStream. When they  
6 are now the new Alectra, their -- even though their  
7 percentage ownership of Alectra has significantly  
8 dropped, their return has gro -- has grown.

9 So, those are the opportunities you  
10 have to look at. You have to look at them  
11 individually.

12 MS. KATE MCGRANN: Okay. And I think  
13 we are on the same page for the purposes of the  
14 questions that I want to ask you. So, it's basically  
15 this.

16 In order to continue to participate in  
17 the growth, the Town can either invest to maintain its  
18 50 percent share ownership or see its share ownership  
19 percentage decrease but continue to participate in the  
20 benefits of the strategic partnership, correct?

21 MR. ED HOUGHTON: Sure.

22 MS. KATE MCGRANN: At no point do we  
23 see any evidence of you raising the possibility of  
24 holding back some or all of the proceeds from the  
25 Collus share sale to give the Town the option to

1 participate in future growth.

2 Why is that?

3 MR. ED HOUGHTON: They could -- they  
4 could -- well, I mean, that's -- that's a simple  
5 matter of -- of finances. If Council of the day  
6 decided that they were going to purchase these  
7 facilities with that amount of money and a year and a  
8 half later we were striking a deal with the city of --  
9 or the Town of Wasaga Beach, if Council wished to  
10 maintain that, if that was the direction they were  
11 going, they could potentially debenture that.

12 Those debenture costs could be part of  
13 the cost of doing business within that. So, it really  
14 was just a matter of finances.

15 MS. KATE MCGRANN: You're describing  
16 other options that the Town had to participate. My  
17 question for you is this. As CEO of the Company, you  
18 played a significant role in putting that partnership  
19 together.

20 And as CAO of the Town, chief staff  
21 person for the Town, why didn't you ever raise with  
22 the Town the possibility of holding back some or all  
23 of the Collus share proceeds to give them the option  
24 of participating in future growth, just raise it for  
25 consideration? Why didn't you do that?

1                   MR. ED HOUGHTON:    I -- I just answered  
2 that.  It's -- it's basically they can -- they can pay  
3 down debt if they want to.  They could purchase.  If  
4 they pay down debt, that means their debt capacity is  
5 increased again.

6                   So, if there -- if there was an  
7 opportunity to purchase in the future, they use their  
8 debt capacity.  It's the same thing.

9                   MS. KATE MCGRANN:    Let's look at  
10 CJI11327, please.

11

12   (BRIEF PAUSE)

13

14                   MS. KATE MCGRANN:    Can we look at line  
15 1,053 and 1,054?  So, at this point in time, it's  
16 August 26th.  It's the Sunday before the Council  
17 meeting where Council's going to consider the Sprung  
18 structures.

19                   We see you have -- oh, sorry, 10:51 and  
20 10:52, my mistake.  There we go.  The same day, it's  
21 still August 26th, the day before the August 27th  
22 Council meeting, you participate in a half hour  
23 conference call with Mr. Bonwick and Mr. Lloyd.

24                   Do you remember what that call was  
25 about?

1 MR. ED HOUGHTON: Yes, I do.

2 MS. KATE MCGRANN: What was it about?

3 MR. ED HOUGHTON: Me quitting.

4 MS. KATE MCGRANN: Why are you  
5 speaking to Mr. Bonwick about you quitting?

6 MR. ED HOUGHTON: Well, Mr. Bonwick,  
7 in my opinion, is and was an advisor to Mayor Cooper.  
8 And I was exhausted at this point in time. I -- my --  
9 I was being pushed and pulled in a whole bunch of  
10 different directions.

11 I was speaking to the deputy mayor  
12 because when I had conversations before, it had fallen  
13 on deaf ears. I needed to get back to Collus  
14 PowerStream to do my job.

15 Again, I was only asked to come over  
16 here. They -- they knew that -- that I was busy.  
17 They knew that my skill sets were based on Collus  
18 PowerStream and -- and working at Public Works. They  
19 recognized what -- what my skill sets were.

20 I only had so much time to focus on any  
21 given item over here even though I gave it as my  
22 hundred percent all. I was at my wits end and I  
23 needed somebody to listen to me.

24 MS. KATE MCGRANN: So, why didn't you  
25 tender your resignation?

1 MR. ED HOUGHTON: I actually spoke to  
2 Council and said, look at, I will not leave you in the  
3 lurch, but you have to find somebody. I said that.  
4 I'm not a quitter either.

5 MS. KATE MCGRANN: Can we pull up  
6 TOC204965, please?

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This is an email  
11 chain from August 25th, 2012. Could you scroll to the  
12 bottom? Scroll up. This is an email from Councillor  
13 Kevin Lloyd to the mayor, Deputy Mayor Rick Lloyd,  
14 yourself, and the other Town councillors.

15 He's sharing his thoughts on the  
16 Central Park steering committee proposal and the rec  
17 facilities in general. If you scroll up, you see  
18 Mayor Cooper responds to everyone writing:

19 "Hello, Councillor Lloyd. Thank you  
20 for your explanation of logic. I  
21 look forward to our Council meeting  
22 tomorrow since our conference  
23 participation."

24 Scroll up. And then you forward this  
25 chain to Deputy Mayor Rick Lloyd. And you write:

1 "Not sure what she means, but I  
2 think we need to speak to Sandra  
3 today to ensure -- ensure she's  
4 onboard in spite of what Paul says.  
5 Let me know when you are back."

6 When you write:

7 "I think we need to speak to Sandra  
8 today to ensure that she's onboard."

9 You're writing about the proposal and  
10 the staff report and the staff recommendations for the  
11 recreation facilities?

12 MR. ED HOUGHTON: That's what I  
13 believe, yes.

14 MS. KATE MCGRANN: When you say, "In  
15 spite of what Paul says," I'd like to know what you're  
16 referring to there.

17 MR. ED HOUGHTON: I would expect that  
18 what I was probably referring to is that Paul may have  
19 spoken to his sister in generalities, I don't know,  
20 and -- and that she was excited about it, so.

21 That's all I can tell you at this point  
22 in time.

23 MS. KATE MCGRANN: Had you had any  
24 conversations with Mr. Bonwick about the mayor's views  
25 on the Town recreation facilities at this point in

1 time?

2 MR. ED HOUGHTON: I -- I may have had  
3 a conversation where, you know, he said that it seems  
4 like everybody's excited. I mean, there's -- there  
5 was a lot of moving parts at this point in time.  
6 We've got people sending emails all over.

7 That was actually part of the -- the  
8 reason for the conference call, because I was tired of  
9 getting all of these emails and the blogs about me.

10 MS. KATE MCGRANN: Do you remember  
11 whether you and the deputy mayor had the conversation  
12 with Mayor Cooper that you propose in this call?

13 MR. ED HOUGHTON: I -- I don't really  
14 think we did. It was probably more of a reaction.  
15 And I read -- like, sometimes her emails aren't the  
16 clearest. Probably just let it go.

17 MS. KATE MCGRANN: I'm about to move  
18 on to another area in my questioning. Would you like  
19 to take the morning right now?

20 THE HONOURABLE FRANK MARROCCO: We'll  
21 take ten (10) minutes.

22

23 --- Upon recessing at 10:16 a.m.

24 --- Upon resuming at 10:27 a.m.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: Mr. Houghton, I'm  
3 going to turn now to some questions about August 27th.  
4 Can we pull up CJI11327. And if we scroll to line  
5 1,061.

6 So, based on our review of the phone  
7 records, you speak to Mr. Bonwick eight (8) times  
8 before the Council meeting on August 27th and you  
9 speak to Ms. Stec three (3) times before the meeting.  
10 I'm just going to walk you through those calls so you  
11 know what I'm talking about.

12 At line 1,061, you place a phone call  
13 to Mr. Bonwick at ten o'clock in the morning and you  
14 speak for five (5) minutes. The next line, Mr.  
15 Bonwick places a call to you at 10:20 in the morning  
16 and you speak for eleven minutes (11) and twenty-six  
17 (26) seconds.

18 The next line, at 11:35, you place a  
19 call to Ms. Stec and you speak for nine and a half (9  
20 1/2) minutes or thereabouts. If you go down to line  
21 1,065, Mr. Bonwick places a call to you at 1:35 and  
22 you speak for two (2) minutes and fourteen (14)  
23 seconds.

24 If you go down to line 1,069, Mr.  
25 Bonwick places a call to you at 2:15 and you speak for



1 seven (7) minutes and forty-eight (48) seconds. Lines  
2 1,072, 1,073, and 1,074 look like they could be a bit  
3 of phone tag between yourself and Ms. Stec.

4                   You place a phone call to her that  
5 lasts for twenty-four (24) seconds just before 3:00  
6 p.m. You place a second phone call to her shortly  
7 after that that lasts about thirty-eight (38) seconds.

8                   And then, shortly after that, she calls  
9 you back and there's a thirty (30) second call. And  
10 if you look at line 1,077, Mr. Bonwick calls you at  
11 about 3:30 and you speak to him for three (3) minutes.

12                   And then if you look at line 1,079, Mr.  
13 Bonwick calls you again at 3:44 and you speak for just  
14 over a minute.

15                   Do you remember what you were speaking  
16 with Mr. Bonwick about that day?

17                   MR. ED HOUGHTON: I -- I certainly  
18 don't have a specific recollection.

19

20                   (BRIEF PAUSE)

21

22                   MR. ED HOUGHTON: I know that when I  
23 was looking at my -- like, at the court book and  
24 looking at different things, that there was a number  
25 of things that were going on.

1 I don't remember whether or not at this  
2 point in time some of the thing -- some of the calls  
3 with Ms. Stec were probably just again confirming that  
4 everything is -- is good, there is going to be a  
5 presentation tonight, those kinds of things.

6 And some of those could have been the  
7 same thing with Mr. Bonwick, if I -- if I had done  
8 that. I -- but there were other things that were  
9 happening at the same time within the community that I  
10 may have been speaking to him about.

11 It just happens to be on this specific  
12 day that there's a lot going on.

13 MS. KATE MCGRANN: My other question  
14 for you is: Do you remember what you were speaking to  
15 Ms. Stec about? You've already given us a bit of  
16 information in that -- in your answer. Is there  
17 anything else that you want to add?

18 MR. ED HOUGHTON: I think, again, with  
19 Abby, I -- I know I -- I did speak to her about making  
20 sure that the presentation was -- was going to be sent  
21 to us ahead of time so that we could have it and put  
22 it into the computer and those kinds of things.

23 I know -- I know I -- I had that  
24 conversation with her. I don't recollect of the other  
25 ones.

1 MS. KATE MCGRANN: When you say you  
2 wanted to make sure that you had the presentation, are  
3 you referring to the PowerPoint presentation that  
4 Sprung gave at Council that night?

5 MR. ED HOUGHTON: Yeah. Any time --  
6 yeah, we need to have the presentations ahead of time.

7 MS. KATE MCGRANN: And am I correct  
8 that Council received hard copies of that presentation  
9 on the Friday hand delivered to them?

10 MR. ED HOUGHTON: I'm not sure if it  
11 was their presentation or whether it was sort of  
12 brochure type materials.

13 MS. KATE MCGRANN: Okay. So, it was  
14 either the presentation or promotional materials for  
15 the Company?

16 MR. ED HOUGHTON: Yeah. I think it  
17 was actually promotional materials, not the  
18 presentation.

19 MS. KATE MCGRANN: If we look at  
20 paragraph 506 of the Foundation Document...

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: ...and you scroll  
25 down to the second slide there, you see that this

1 slide sets out a chart with a comparison between  
2 Sprung performance arena, pre-engineered metal  
3 building, and conventional construction.

4                   It appears from the materials that we  
5 reviewed that this comes from Sprung materials. Do  
6 you know where this chart came from?

7                   MR. ED HOUGHTON: Yeah. I believe it  
8 came from Sprung materials that we imported into this,  
9 yes.

10                  MS. KATE MCGRANN: Did staff do any  
11 work to verify any of the information in this chart  
12 before it was presented to Council?

13                  MR. ED HOUGHTON: Well, I should have  
14 verified the fact that it had the Sprung shield on it,  
15 which was incorrect.

16                  MS. KATE MCGRANN: Did staff do any  
17 work to verify any of the claims in this chart before  
18 it was presented to Council?

19                  MR. ED HOUGHTON: No. I think -- I  
20 think it's pretty accurate when I looked at it.

21                  MS. KATE MCGRANN: Did you have any  
22 concerns that when this presentation was made, Council  
23 would believe that this chart was representative of  
24 research that staff had done?

25                  MR. ED HOUGHTON: No, I don't think

1 so. I think that it just shows again length of  
2 construction. I mean, that's -- that's pretty  
3 standard, the insulation levels. I mean, those are  
4 standard insulation levels for all of them.

5                   You know, from a lighting level  
6 perspective, you know, that's -- that's -- there's  
7 nothing rocket science about that. I should have -- I  
8 should have noted the Sprung shield, but I didn't.

9                   The air tightness was -- was something  
10 that we've been talking about for quite some time and,  
11 again, that's -- that's a given. Energy efficiency,  
12 we had been given information on the energy efficiency  
13 and the life span, so I -- I think it was pretty  
14 accurate.

15                   So, I -- I don't think it was in --  
16 again, it's not intended to mislead, but it was  
17 information that we put into the report.

18                   MS. KATE MCGRANN:   And just so that  
19 we're clear, with respect to the information that you  
20 were given about air tightness and energy efficiency,  
21 you're referring to information that you were given by  
22 Sprung?

23                   MR. ED HOUGHTON:   Well, yeah,  
24 certainly the air tightness, I mean, they'd been  
25 talking to us about that right from day 1. And, you

1 know, intuitively it makes sense. And you know that a  
2 bricks and mortar building is more airtight than a  
3 steel fabricated building, so.

4 MS. KATE MCGRANN: And with respect to  
5 the energy efficiency, you're referring there to  
6 information that was given to you by Sprung?

7 MR. ED HOUGHTON: All -- all of -- all  
8 of this was given -- this -- this is -- I've already  
9 said that this was imported from a Spru -- some --  
10 some information we had received from Sprung, yes.

11 MS. KATE MCGRANN: Can we look at  
12 paragraph 530 of the Foundation Document, please?

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: Paragraph 530  
17 describes an email that Mr. Bonwick sent to you at  
18 10:23 p.m. on August 27th, 2012. The subject line is,  
19 "Gardhouse." And Mr. Bonwick's email says:

20 "Please send me a message about  
21 trying to sabotage the process and  
22 how angry you are when you have  
23 time."

24 Can we pull up the transcript of the  
25 August 27th, 2012, Council meeting, please?

1 THE COURT OPERATOR: Do you have the--

2 MS. KATE MCGRANN: 11233, sorry.

3

4

(BRIEF PAUSE)

5

6 CONTINUED BY MS. KATE MCGRANN:

7 MS. KATE MCGRANN: And could you turn

8 to page 47 of this transcript, please? Scroll down.

9 Scroll down. Keep going. One (1) second, please.

10

11

(BRIEF PAUSE)

12

13

14 MS. KATE MCGRANN: Could you scroll

15 down to page 49, please? Scroll down. Where -- I

16 just want to look at this entry starting where Clerk

17 Almas begins to speak. She says, "Thank you."

18 And this is discussed in the motions

19 that are being considered by Council in respect of the

20 staff report and the recreation facilities. Ms. Almas

21 says:

22 "At the request of Councillor

23 Gardhouse, the motion has been

24 divided into two (2) motions. The

25 first one being voted on this

evening is to direct staff to

1                   proceed with the purchase and  
2                   construction of an insulated  
3                   architectural membrane facility for  
4                   a year-round single ice pad arena --  
5                   or a single-pad ice arena at Central  
6                   Park."

7                   And then Council votes on that. And  
8 Mayor Cooper says:

9                   "So, just if I can, we've got a  
10                  motion to defer if you have a  
11                  seconder, Councillor Gardhouse."

12                 And then Councillor Gardhouse says:

13                 "Yes, I'd like a motion to defer for  
14                 a period of ninety (90) days before  
15                 the motion -- sorry -- the motion  
16                 regarding the pool pending a report  
17                 from a professional pool consultant,  
18                 a business plan, and a structural  
19                 audit."

20                 So, at this point in time, at  
21 Councillor Gardhouse's request -- and I'll -- Council  
22 is now considering not moving directly ahead with the  
23 pool but actually stopping, holding back, getting a  
24 professional pool consultant to come in, do a  
25 structural audit, get a business plan for the pool.



1 Do you remember that taking place?

2 MR. ED HOUGHTON: Yes.

3 MS. KATE MCGRANN: Didn't you think  
4 that that wa -- was what Mr. Bonwick was emailing you  
5 about when he sent you an email asking you to write to  
6 him about Gardhouse sabotaging the process?

7 MR. ED HOUGHTON: Not really. I mean,  
8 often Council asked for motions to be divided. They  
9 asked for -- you know, to be deferred. If -- if  
10 Councillor Gardhouse was not quite in favour of the  
11 pool, then, you know, it happens weekly in Council  
12 meetings. I wasn't fussed at all.

13 MS. KATE MCGRANN: I wasn't asking you  
14 whether you were fussed. I was asking you, didn't you  
15 think that was what Mr. Bonwick was referring to when  
16 he sent you an email about sabotaging Councillor  
17 Gardhouse towards the end of the Council meeting on  
18 August 27th?

19 MR. ED HOUGHTON: Okay. What I think  
20 I had said was that, I don't know specifically why he  
21 would have sent me that because I didn't see what  
22 Councillor Gardhouse was doing as sabotage, or I  
23 wasn't fussed over it, so that never came from me.

24 That might be a question you have to  
25 ask Mr. Bonwick, but it's certainly not something that

1 I gave a second thought to.

2 MS. KATE MCGRANN: Did you have any  
3 discussions with Mr. Bonwick about the email that he  
4 had sent you?

5 MR. ED HOUGHTON: I don't recall if I  
6 did. I may have just to find out what the heck he's  
7 talking about maybe. I don't know.

8 MS. KATE MCGRANN: I now have some  
9 questions for you about the BLT contract. You've said  
10 several times now that you didn't negotiate the  
11 contract with BLT.

12 Did anybody negotiate with BLT on  
13 behalf of the Town?

14 MR. ED HOUGHTON: I didn't think we  
15 were allowed to negotiate.

16 MS. KATE MCGRANN: Where did that  
17 understanding come from?

18 MR. ED HOUGHTON: Where -- where have  
19 we ever negotiated where we're procuring something? I  
20 don't -- I think even Ms. Leonard said at the end she  
21 didn't believe at that time we could negotiate.

22 So, if -- if we are able to negotiate,  
23 I would have expected that those people who know it  
24 better than I, like, potentially Ms. Leonard, would  
25 have said to me we need to negotiate. It was not my

1 understanding that we could, and it wasn't.

2 MS. KATE MCGRANN: Did you have any  
3 discussions with anyone about your understanding that  
4 you couldn't negotiation with BLT?

5 MR. ED HOUGHTON: No, because it was  
6 my understanding we couldn't. And it was, again, even  
7 Ms. Leonard who carried the -- the procurement  
8 policies in her job description said at that point in  
9 time, 2012, we couldn't negotiate.

10 MS. KATE MCGRANN: Just to clarify  
11 that answer, I think you're referring to the evidence  
12 that Ms. Leonard has given here at the Inquiry. Is  
13 that right?

14 MR. ED HOUGHTON: That's correct.

15 MS. KATE MCGRANN: You're not saying  
16 that Ms. Leonard said to you in 2012 you can't  
17 negotiate this?

18 MR. ED HOUGHTON: No. What I said to  
19 you, if she thought that we should negotiate -- or  
20 could negotiate, I'm sure she would have told me we  
21 could have at that time. And nobody told me we could,  
22 so I was under the impression we couldn't, and so we  
23 didn't.

24 MS. KATE MCGRANN: Other than what  
25 you've already described in your evidence up until

1 this point in time, what did you do to ensure that the  
2 Town was getting the best price possible for BLT?

3 MR. ED HOUGHTON: Well, again, it was  
4 my impression that they thought, or understood, that  
5 Sprung/BLT, because I continue to call the Sprung/BLT,  
6 had an understanding that we were potentially looking  
7 at another type of technology, that -- or another type  
8 of construction type, that -- that we have the -- the  
9 July 7 -- 16th estimates that we took the opportunity  
10 once they asked for them, was that we took that  
11 opportunity to say, look at, they better be in kind of  
12 keeping with this because we have these numbers.

13 MS. KATE MCGRANN: And the numbers  
14 were not in keeping with the estimates that you  
15 received on July 16th. I can take you back to them,  
16 but I'm telling you they're not the same, so.

17 MR. ED HOUGHTON: I realize they're  
18 not the same. But there also is a significant  
19 difference in what we -- what they priced and what we  
20 got.

21 MS. KATE MCGRANN: I'm having a bit of  
22 trouble understanding your answer, that it was your  
23 understanding that the Town couldn't negotiate, and  
24 here's why.

25 MR. ED HOUGHTON: Yeah.

1 MS. KATE MCGRANN: We saw you go with  
2 the Town through a competitive RFP process for the  
3 Town's shares in PowerStream. We saw you engage in  
4 negotiations with one (1) of the bidders in the  
5 context of that procurement process.

6 So, can you help me understand, despite  
7 that experience, why you believed that you couldn't  
8 engage in any negotiations with BLT where there was no  
9 pro -- procurement procedure in place at all?

10 MR. ED HOUGHTON: Two (2) different  
11 scenarios. The one (1) scenario with -- with  
12 PowerStream, we were talking to PowerStream through  
13 Mr. Muncaster. Mr. Muncaster said that we're having a  
14 bit of difficulty because of the spread.

15 The additional money was offered, the  
16 additional million dollars, or whatever the number  
17 was, I forget now, eight hundred thousand dollars  
18 (\$800,000) that was offered up went from 7.2 to the 8  
19 million, and it was actually where we were selling,  
20 not purchasing.

21 You can choose to understand that or  
22 find it difficult. It was my understanding at the  
23 time that we didn't negotiate. And if there was a  
24 thought of being able to negotiate, I'm sure with the  
25 emails going back and forth between Ms. Leonard and --

1 and -- Ms. Leonard and Mr. McNalty, that somebody  
2 would have said did we have a chance to negotiate or  
3 have we negotiated the best price or something to that  
4 nature.

5 That didn't occur because I think we  
6 were all under the impression that we couldn't  
7 negotiate.

8 MS. KATE MCGRANN: Can we turn up  
9 paragraph 542 of the payment schedule?

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: This is the payment  
14 schedule that we see in the contract that was signed.  
15 Could you scroll down a little bit just so we can see  
16 the whole thing?

17 Who proposed this payment schedule?

18 MR. ED HOUGHTON: BLT, I would expect.

19 MS. KATE MCGRANN: Did you make any  
20 attempts to -- to talk to them about any changes to  
21 this payment schedule?

22 MR. ED HOUGHTON: I actually didn't --  
23 I didn't have any experience in this, so I actually  
24 spoke to the deputy mayor to get his opinion on it,  
25 and also ask him to speak to Ms. Leonard and provide

1 his experience to her.

2 And, as well, we sent it to the lawyer  
3 for review.

4 MS. KATE MCGRANN: When did you speak  
5 to the deputy mayor about this payment schedule?

6 MR. ED HOUGHTON: I actually think I  
7 spoke to him -- I think re -- received this on the  
8 30th, or whatever it was. I think I re -- I spoke to  
9 him on the 27th or 28th.

10 MS. KATE MCGRANN: Can we turn to  
11 paragraph 320 of the Foundation Document, please? The  
12 first mention that we see in the documents of a  
13 discussion with you about the payment schedule is on  
14 August 19th, 2012.

15 Here we see Ms. Stec sending an email  
16 to Dave Barrow, Mark Watts, and Paul Bonwick. And if  
17 you look at the first paragraph, the second sentence,  
18 she writes:

19 "Paul has had preliminary  
20 discussions with Ed regarding the  
21 first draw, and it will be  
22 substantial enough to cover both the  
23 compensation and your initial  
24 operating costs."

25 Now, at this point in time, the staff

1 report is still in the very early stages. The staff  
2 have not come to any sort of landing about what's  
3 going to be recommended to Council.

4                   What are you talking with Paul about  
5 with respect to the first draw for BLT on the  
6 construction contract, their initial operating costs,  
7 and his compensation?

8                   MR. ED HOUGHTON: I have no specific  
9 recollection. But I would expect that, if we were  
10 having a conversation, Mr. Bonwick may have said that  
11 -- that, if this project moves forward, that we would  
12 have to give a -- you know, a fairly good downstroke  
13 so that the product could be ordered and those kinds  
14 of things.

15                   I don't have a specific recollection of  
16 this.

17                   MS. KATE MCGRANN: Turning back to  
18 paragraph 542 for a second.

19

20   (BRIEF PAUSE)

21

22                   MS. KATE MCGRANN: Actually, can we go  
23 to 531 just quickly? This is an email that Ms. Stec  
24 sends to Mr. Barrow and Mr. Watts, of BLT, on August  
25 28th, 2012. And she writes:



1 "Ed has indicated the following  
2 tentative schedule be appropriate  
3 moving forward. He's asked for BLT  
4 to provide an agreement to Town by  
5 Thursday or Friday of this week."

6 And she gives some information about  
7 how you want the budget to appear.

8 "They would like to have the  
9 agreement signed and have a 25  
10 percent draw for you upon signing."

11 And then she sets out the tentative  
12 schedule. Do you remember being aware of -- of the  
13 proposed schedule on August 28th?

14 MR. ED HOUGHTON: On August what?

15 MS. KATE MCGRANN: Twenty-eighth.

16 MR. ED HOUGHTON: I remember having a  
17 conversation with Abby about this. She talked to me  
18 about the contract. And she said that, you know,  
19 we're -- we're proposing this standard type contract.

20 They're proposing that there would be  
21 this 25 percent draw. They were talking about  
22 completion of site work, which I -- actually, I think  
23 they were talking about -- there was a different type  
24 of a word that we talked about, as well, which meant  
25 that -- that all of the -- the foundations and

1 footings and all of those kinds of things were in  
2 place.

3                   And then they talked about the -- the -  
4 - well, these things. And I had said at the time that  
5 -- that they sounded reasonable to me, but I don't --  
6 I don't have a -- you know, I don't -- I don't want to  
7 have final say on it.

8                   And I would -- what I would do is, when  
9 we get the contract, we will have it reviewed. We'll  
10 ha -- we'll take a look at it. And if -- if in fact  
11 it -- it's -- everything's appropriate, we will make  
12 sure that we have that cheque available upon the  
13 signing.

14                   MS. KATE MCGRANN:    And what did you  
15 envision doing if everything wasn't appropriate?

16                   MR. ED HOUGHTON:    If -- if it didn't  
17 work? If -- if somebody came back and said, no, this  
18 just makes no sense, we would have had to talk to them  
19 and say that the -- the payment schedule doesn't make  
20 sense.

21                   MS. KATE MCGRANN:    Okay. So, you had  
22 in your mind the possibility that you could speak with  
23 them about changes to the payment schedule?

24                   MR. ED HOUGHTON:    To the payment  
25 schedule, yes, if it didn't make sense.

1 MS. KATE MCGRANN: Did you ask for any  
2 changes to the payment schedule?

3 MR. ED HOUGHTON: Did I? No.

4 MS. KATE MCGRANN: When you spoke to  
5 the deputy mayor about the payment schedule did you  
6 show him the entire thing?

7 MR. ED HOUGHTON: I didn't see this  
8 email, so I think I just spoke to them about it.

9 MS. KATE MCGRANN: Did you speak to  
10 him about the three (3) 25 percent draws and the  
11 fourth draw being 15 percent with a 10 percent  
12 holdback?

13 MR. ED HOUGHTON: I believe I did,  
14 yes.

15 MS. KATE MCGRANN: And what do -- do  
16 you -- can you...

17 MR. ED HOUGHTON: Yeah, what I -- what  
18 I spoke to him about was -- and -- and it's easier to  
19 visualize it -- that -- that upon signing, they need  
20 to be able to order, you know, the ice plant and the  
21 Zamboni and the -- and -- and the Sprung facilities,  
22 et cetera, et cetera, and that's 25 percent.

23 And that also allows them to get going  
24 on the actual design work, the -- the architectural  
25 work and the engineering and those kinds of things.

1                   Once they're completed, the -- the --  
2 the work where foundations, anchor -- anchoring, all  
3 of those kinds of things are all completed, there's  
4 another 25 percent.

5                   And then when the product gets  
6 delivered to site, because then they have to pay for  
7 the other part of the -- the Sprung facility, then  
8 they pay the 25 percent.

9                   And then moving forward through that,  
10 there was then the -- the 15 percent at substantial  
11 completion. I think it made sense what -- what Ron  
12 Martin did because, again, the largest -- or there was  
13 so much additional items included with the outdoor  
14 pool, which was the therapy pool and the -- and the  
15 extension and -- and expansion of the pool itself.

16                   MS. KATE MCGRANN:    So, it sounds like  
17 you gave the deputy mayor quite a bit of information  
18 about the rationale for the first 25 percent draw.  
19 Where did you get that information from?

20                   MR. ED HOUGHTON:    I had a conversation  
21 with Abby about. And I used the information that I  
22 got from Abby to have a conversation with the deputy  
23 mayor about it.

24                   MS. KATE MCGRANN:    Did Abby tell you  
25 that part of the first draw would go to pay for the

1 ice plant?

2 MR. ED HOUGHTON: No, but that -- that  
3 made sense to me.

4 MS. KATE MCGRANN: Did Abby tell you  
5 that part of the first draw was going to pay for the  
6 Zamboni.

7 MR. ED HOUGHTON: No, that made sense  
8 to me, as well.

9 MS. KATE MCGRANN: That's information  
10 that you gave to the deputy mayor when you were  
11 explaining the payment contract --

12 MR. ED HOUGHTON: Well, it --

13 MS. KATE MCGRANN: -- the co --  
14 payment schedule?

15 MR. ED HOUGHTON: It makes sen -- it  
16 makes sense that if you have -- I didn't mean to cut  
17 you off there.

18 MS. KATE MCGRANN: Please continue.

19 MR. ED HOUGHTON: It just made sense  
20 to me that, if there is an upfront draw, it's to cover  
21 those things that you order immediately and get, and  
22 then which triggers the design work and all those  
23 things.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Did you understand  
2 at the time that you were discussing the payment  
3 schedule with the deputy mayor that BLT was only  
4 required to pay 50 percent of the building envelope  
5 upon order?

6 MR. ED HOUGHTON: No, I didn't,  
7 actually.

8 MS. KATE MCGRANN: When you were  
9 speaking with the deputy mayor about the payment  
10 schedule did you explain to him your understanding  
11 that you couldn't negotiate any aspect of the prices  
12 that you had received from BLT?

13 MR. ED HOUGHTON: No. But even as the  
14 deputy mayor being more involved with these kinds of  
15 things than I, if he felt that we should have been  
16 negotiating, I'm sure he would have said that, too.

17 MS. KATE MCGRANN: What steps did you  
18 take to ensure that the Town's interests were  
19 protected in the contract with BLT?

20 MR. ED HOUGHTON: Again? You want me  
21 to say it again? You just -- you asked that question  
22 a few minutes ago.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: For the sake of  
2 clarity of the transcript, yes, I'd like you to  
3 answer.

4 MR. ED HOUGHTON: What -- what I had  
5 said earlier was that -- that I believed through  
6 Sprung/BLT that they were aware that we were looking  
7 at potentially the -- the bricks and mortar, maybe not  
8 30 -- the 35 million, the -- the opportunity for  
9 bricks and mortar, that they were also looking at the  
10 -- the opportunity for us to be looking at other types  
11 of construction methods.

12 As well, what I said was, when we -- we  
13 -- when they asked about the -- looking at the -- the  
14 budgets that we received back on July 16th, I made it  
15 clear that, you know, there -- there needs to be some  
16 sort of correlation between those budgets and the  
17 price that we're going to get, recognizing that we've  
18 now added a mezzanine and recognizing we've added all  
19 these other things, and recognizing we've added  
20 significantly more into the pool, as well.

21 So, that's...

22 MS. KATE MCGRANN: So, that helps me  
23 understand the steps that you took to ensure that the  
24 Town was getting the best price. My question now is a  
25 little bit different.

1 I'm trying to understand what steps you  
2 took to ensure that the Town's interest in the  
3 contract were protected, so interests against a breach  
4 of contract, under performance, a failure to deliver  
5 what was promised, taking the first 25 percent draw  
6 and not doing anything further.

7 What did you do to protect the Town  
8 particularly when it's going to be paying 75 percent  
9 of the contract price before anyone gets around to  
10 starting to put the building up?

11 MR. ED HOUGHTON: The -- yeah, the  
12 building would be there, but it wouldn't be erected at  
13 75 percent; you're correct. I think that, if -- if  
14 you're asking me about the -- are you asking me about  
15 the performance bond? Is that what you're asking me  
16 about?

17 MS. KATE MCGRANN: I'm asking you  
18 whether you took any steps to protect the Town's  
19 interest with respect to the contract.

20 MR. ED HOUGHTON: Yes. I sent it to  
21 the lawyer for his -- his review, as well.

22 MS. KATE MCGRANN: Did you do anything  
23 else?

24 MR. ED HOUGHTON: I think -- I think  
25 that -- that having the lawyer review the contract is



1 -- is something that was important, as well.

2 MS. KATE MCGRANN: I understand that.

3 Did you do anything else?

4 MR. ED HOUGHTON: What would you --

5 I'm not sure what you're suggesting to me.

6 MS. KATE MCGRANN: So, I take it the

7 answer to that question is no?

8 MR. ED HOUGHTON: Well, I think -- I

9 think that we also looked at the fact that Sprung has

10 been in business for a hundred and twenty-five (125)

11 years. I don't think that they would allow for their

12 partner to create a shabby, shoddy project.

13 They just -- I don't think they would

14 allow that. I don't think they -- they were -- they'd

15 been in business for a hundred and twenty-five (125)

16 years if they would allow that.

17 MS. KATE MCGRANN: Did you review the

18 contract before it was signed by the Town?

19 MR. ED HOUGHTON: Did I review it?

20 No.

21 MS. KATE MCGRANN: Can we look at

22 paragraph 533 of the Foundation Document? This

23 paragraph describes an email that Abby Stec sends to

24 Mark Watts, Dave Barrow, and Paul Bonwick.

25 So, you're not copied on this email. I

1 just want to walk through it with you, and then ask  
2 you some questions. Ms. Stec writes:

3 "I just spoke with Ed, and he is  
4 contact -- content with a standard  
5 CCDC contract and regular hold back  
6 provisions."

7 Sorry, I've already walked through this  
8 with you.

9 MR. ED HOUGHTON: M-hm.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: Five thirty-seven  
14 is what I'm looking for. I apologize for that. So,  
15 this describes an email sent on August 29th. Once  
16 again, you're not copied on it. I want to walk  
17 through it with you, and then ask you some questions  
18 about it.

19 In this email, Mr. Barrow writes to Ms.  
20 Stec. He attaches four (4) budgets for the  
21 Collingwood projects, two (2) for the pool and two (2)  
22 for the arena.

23 For each structure, one (1) budget has  
24 line-by-line items with information about the item  
25 described and costs and things like that. And the

1 other budget has no line information, it just provides  
2 the total cost of the budget, and nothing else.

3 Mr. Barrow writes, "Hi, all." You  
4 scroll down.

5 "Please see the following pricing.

6 I have attached both with line items  
7 and without. I think for certain  
8 people it should only be the total  
9 number rather than the questions on  
10 why this and why that and so on.

11 It may be better if we just give the  
12 total to the contract with line  
13 list. Thoughts?"

14 My question for you is: Did you have  
15 any discussions with anyone about whether the budgets  
16 that would be attract -- attached to the contract that  
17 the Town was going to sign was going to have the line-  
18 by-line information in it or whether it would just  
19 contain the total budgets, and that's it?

20 MR. ED HOUGHTON: I don't -- I don't  
21 recall, but it would be helpful to see what the  
22 difference is because I don't really know what the  
23 difference is by reading this.

24 MS. KATE MCGRANN: Okay. Can you  
25 scroll down a little bit? Can we look at CJI7202\_1?

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: So, take a look at  
4 this page as an example.

5 MR. ED HOUGHTON: Yeah.

6 MS. KATE MCGRANN: You see under,  
7 "Description," there's a description of each item.  
8 And then if you move to the right, there's a unit cost  
9 provided for each item, a total unit, information  
10 about the measurements, a budget, and then an updated  
11 budget.

12 And if you scroll down, you'll see that  
13 there is that information for each and every line item  
14 in this budget. Keep going. Keep going. And then at  
15 the bottom you've got, "Totals."

16 So, someone who's got this budget has a  
17 lot of information about what BLT is proposing to  
18 provide, how much of it, the size of it, how much it's  
19 going to cost and things like that.

20 Can you scroll down? This is a budget  
21 without line items in it. So there's -- there's  
22 general description of the items but there's no unit  
23 costs, there's no total units, there's no measure --  
24 measurement, there's no budget or updated budget. And  
25 if you scroll all the way down, it's that way the

1 entire way through until you get to the totals, and  
2 that's you see some information about total cost, but  
3 otherwise, no other information provided in the  
4 budget.

5 Do you remember being consulted about  
6 which of these two (2) levels of information should be  
7 attached to the contract that the Town signed with  
8 BLT?

9 MR. ED HOUGHTON: So we received the  
10 top one, if I'm correct, the -- with all the levels of  
11 information. I don't recall anybody asking me, but  
12 certainly the bottom one is not what we received and I  
13 don't think -- it wouldn't have been very helpful.

14 MS. KATE MCGRANN: Let's pull up  
15 TOC207516.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: This is the copy of  
20 the contract with BLT that we see you received. If  
21 you go to page 37, this is the budget that's attached  
22 to the contract, and if you scroll down. all the  
23 budget pages --

24 MR. ED HOUGHTON: Oh, I see what you  
25 mean.

1 MS. KATE MCGRANN: -- are the same in  
2 terms of the amount of information that is provided.  
3 So it looks to us like the budgets that were attached  
4 to the contract the Town signed didn't have any of the  
5 line item information.

6 Were you aware of that at the time that  
7 the Town signed the contract?

8 MR. ED HOUGHTON: I was not aware of  
9 it until actually right now, but we already had the --  
10 the -- the -- the budgets with the additional -- all  
11 of the information.

12 MS. KATE MCGRANN: Those budgets were  
13 not part of the agreement that the Town made with BLT.

14 MR. ED HOUGHTON: But the end number  
15 was the same though, correct? The 7392 for the pool  
16 and the -- and the 3226 for the -- or sorry, 3226 for  
17 the pool and 7392 for the -- the arena?

18 MS. KATE MCGRANN: None of the  
19 information about what BLT was going to be providing  
20 to the Town ended up in the agreement that the Town  
21 made with BLT.

22 Do you see that?

23 MR. ED HOUGHTON: Well, see, no. they  
24 -- every item is there and every item has been priced.  
25 All they've done is removed the units and the unit

1 price, but the number is the same at the end.

2                   Actually, I would -- I would agree with  
3 you that it should have been the others and it would  
4 have been comfortable. I'm not sure why they didn't  
5 do that, but...

6                   MS. KATE MCGRANN:     Let's look at  
7 paragraph 604 of the Foundation Document.

8

9   (BRIEF PAUSE)

10

11                   MS. KATE MCGRANN:     This paragraph  
12 describes minutes of a department head meeting that  
13 took place on August 28th, 2012, so the day after the  
14 Council meeting in which Council votes to proceed with  
15 Sprung.

16                   The minutes record that:

17   "CBO [and that's Chief Building  
18   Officer] Plewes, noted that Deputy  
19   Chief Building Officer is busy and  
20   getting busier as Project Manager  
21   for the Fire Hall."

22                   I think that's a reference to Ron  
23 Martin. Have I got that right?

24                   MR. ED HOUGHTON:     Yes.

25                   MS. KATE MCGRANN:     And the minutes

1 say:

2 "If he's also to take responsibility  
3 of managing the construction of both  
4 approved projects, the pool and the  
5 rink, then the CBO require an  
6 additional building inspector for  
7 the department to properly  
8 function?"

9 You were describing a conversation  
10 along those lines to us yesterday. Is this the  
11 conversation that you were referring to?

12 MR. ED HOUGHTON: This was the --  
13 yeah, the second one, yes.

14 MS. KATE MCGRANN: And does this help  
15 you remember when the first conversation took place?

16 MR. ED HOUGHTON: Yes. It would be  
17 prior to this one.

18 MS. KATE MCGRANN: Can we look at  
19 paragraph 605?

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: This paragraph  
24 describes that on August 29th, Mr. Plewes emails Ms.  
25 Leonard, asking about the sizing the Sprung



1 structures, writing:

2 "Can you tell me the sizes of the  
3 two (2) structures the Town is  
4 proposing to buy? I think we should  
5 be doing a preliminary code review  
6 prior to placing the order."

7 Scroll down.

8 "The building code is very strict  
9 with this type of occupancy and the  
10 type -- type of construction  
11 materials being used."

12 Do you remember this issue being  
13 brought to your attention?

14 MR. ED HOUGHTON: I think that we had  
15 -- we had heard during some of the discussions about  
16 the -- about code with types of fabric buildings, and  
17 is based on an occupancy thing, but they had confirmed  
18 that they were -- they -- they meet -- meet and exceed  
19 all building codes.

20 I don't recall anything beyond these  
21 discussions.

22 MS. KATE MCGRANN: When you said they  
23 had confirmed that they meet and exceeded all building  
24 codes, are you referring to Sprung?

25 MR. ED HOUGHTON: Sprung, yes.

1 MS. KATE MCGRANN: And did you take  
2 any steps to confirm those representations before the  
3 Town signed the contract?

4 MR. ED HOUGHTON: I'm not sure whether  
5 or not Mr. McNalty had conversations with Mr. Plewes  
6 or not.

7 MS. KATE MCGRANN: Did you take any  
8 steps to confirm that there were no building code  
9 issues before the Town signed the contract?

10 MR. ED HOUGHTON: I also have to rely  
11 on staff too. I am a very busy person. I also -- I  
12 mean, we heard in Part 1 about Ms. Wingrove and how  
13 busy she was and we hear from Mr. Brown how busy he  
14 was. I was busy with three (3) other jobs.

15 These kinds of things were also to be  
16 looked after by staff. I would expect that Mr.  
17 McNalty and Mr. Plewes had a discussion. If they  
18 didn't have a discussion, you know, obviously worked  
19 because it got built.

20 MS. KATE MCGRANN: Let's look at  
21 paragraph 525 of the Foundation Document.

22 This paragraph reproduces the minutes  
23 from the August 27th Council meeting that pertained to  
24 the vote that Council made. So can you scroll down?

25 The resolutions that I'm referring to

1 are Resolution 374, which is on the screen. And I'll  
2 just give you a second to read it.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Scroll down so we  
7 can see Resolution 375 at the bottom with the seven  
8 (7) yeas and two (2) nays.

9

10 (BRIEF PAUSE)

11

12 MR. ED HOUGHTON: I see that.

13 MS. KATE MCGRANN: There's no  
14 information in those votes about the time line on  
15 which the contracts are to be drafted, reviewed, and  
16 signed.

17 Did Council provide you any direction  
18 regarding the time line they wanted staff to follow in  
19 terms of negotiating, finalizing, and having the  
20 contract signed for these two (2) buildings?

21 MR. ED HOUGHTON: No. We just moved  
22 forward.

23 MS. KATE MCGRANN: Can we look at  
24 paragraph 531, please? We looked at this paragraph  
25 once already. I want to look at it now with respect

1 to the timing of the contract.

2                   So we see Council votes on the evening  
3 of August 27th to proceed. On the 28th, Ms. Stec  
4 reports that you've asked her for an agreement by  
5 Thursday or Friday of this week.

6                   What we ultimately see is that you send  
7 a copy of the agreement to Council on the morning of  
8 the 30th and it's signed by the afternoon of the 30th.

9                   What was the rush in getting that  
10 contract signed?

11                   MR. ED HOUGHTON: I don't know what  
12 the issue -- I can't understand the issue. I mean, it  
13 -- Council has given us direction. We're moving  
14 forward. We're fulfilling what we're supposed to do.  
15 Let's -- let -- okay, get it done. Then let it -- let  
16 it begin.

17                   I think that Council had also said, and  
18 it was very clear in July 16th Council meeting, August  
19 27th Council meeting, that they were very excited  
20 about moving forward, getting these things done,  
21 getting them -- getting them in -- in the air,  
22 introducing swimmers and skaters. So I'm fulfilling  
23 what I believe is what Council is asking us to do, so  
24 I don't see an issue of us moving forward and trying  
25 to complete the project.

1 MS. KATE MCGRANN: Can we look at  
2 paragraph 535 of the Foundation Document, please?  
3 Scroll down.

4 At 3:05 p.m. on August 29th, Mr. Barrow  
5 emails Ms. Stec with an email with the subject line,  
6 "City meeting paperwork." He says:

7 "I need the PowerPoint paperwork  
8 that was given at the meeting by Ed  
9 so we can format it to make sure we  
10 have all items listed, which he  
11 included at the meeting."

12 And if you look at the next paragraph,  
13 Mr. Barrow follows up with Ms. Stec at 3:57.

14 "Abby, can you get this information?  
15 I need before we send the final  
16 numbers."

17 We see that she responds, providing him  
18 with that information, or information about how to get  
19 it, at just about ten to four on the 29th.

20 And if you scroll down further, at 8:03  
21 p.m., Mr. Barrow sends Ms. Stec the four (4) budgets  
22 with the final numbers in them for the pool and the  
23 arena. Please scroll down further. Keep going.  
24 There's a list of what the budgets were.

25 And then if you keep going down, this

1 is about a half hour after Green Leaf has received the  
2 final numbers. We've got Mr. Bonwick sending you an  
3 email, writing:

4 "Gross is 675 approximately, maybe  
5 a bit more."

6 Do you remember that?

7 MR. ED HOUGHTON: I do.

8 MS. KATE MCGRANN: And then we see  
9 that you forward this message on to your wife about  
10 ten (10) minutes later. Why did you do that?

11 MR. ED HOUGHTON: I was leaving the  
12 office at that point in time when I got the email from  
13 Mr. Bonwick, and I believe that the -- the subject  
14 line said something about contact info or something  
15 like that, and I forwarded it to the computer that --  
16 the old computer that never got turned off in my home  
17 office so I could read it to see what it was.

18 MS. KATE MCGRANN: Now, you had a  
19 gmail account yourself at this point in time, correct?

20 MR. ED HOUGHTON: I did, yes.

21 MS. KATE MCGRANN: And you understood  
22 that you could open your gmail account from any  
23 computer that was connected to the internet, right?

24 MR. ED HOUGHTON: The old -- yes. The  
25 old comp -- and I could have done it from my laptop,

1 which I carried all the time. There's nothing  
2 magical. This computer is always on, so I just sent  
3 it there.

4 MS. KATE MCGRANN: Now, you gave  
5 evidence yesterday about your understanding about the  
6 fee that Green Leaf received from BLT, and your  
7 evidence was that the fee was a percentage.

8 MR. ED HOUGHTON: That's what I was  
9 told.

10 MS. KATE MCGRANN: And you understood  
11 that that meant that the more the Town paid to BLT,  
12 the more that Green Leaf received as it -- as its  
13 percentage of that deal, correct?

14 MR. ED HOUGHTON: I certainly didn't  
15 take that into consideration.

16 MS. KATE MCGRANN: Can you see how an  
17 outsider looking at this may be concerned that the  
18 decisions that you made were made to ensure that Mr.  
19 Bonwick got paid and were made to ensure that he got  
20 paid as much as possible?

21 MR. ED HOUGHTON: I can tell you that  
22 that is totally categorically incorrect. Decisions I  
23 made were always in the best interests of the  
24 community.

25 That's all -- that's why I've been here

1 -- was here thirty-eight (38), thirty-nine (39) years,  
2 and it had nothing to do with the benefit of Mr.  
3 Bonwick, and it certainly had nothing to do with the  
4 benefit of me. I was doing what I felt Council was  
5 asking us to do.

6 MS. KATE MCGRANN: Now, you've already  
7 given some information about this, but I just want to  
8 ask this question squarely so you have the opportunity  
9 to answer it.

10 When you received this information  
11 about the fee that Green Leaf was receiving in  
12 connection to the contract the Town was signing with  
13 BLT, did you consider whether as CAO for the Town you  
14 should be sharing that information with Council?

15 MR. ED HOUGHTON: Again, if -- if  
16 there was never an issue before, had already been --  
17 it'd already been confirmed that this was coming out  
18 of the profits of BLT/Sprung. If -- if I -- I thought  
19 there were others that knew, I didn't think it was for  
20 me to tell anybody. If it's -- there's no obligation  
21 for others, then why is the obligation there for me,  
22 and if there was no concern less than a year earlier,  
23 that Mr. Bonwick was working and -- and getting paid  
24 to do things, why is it this now something different?

25 If the Town of Collingwood had hired



1 him and was paying him, I agree a hundred percent. He  
2 was working for somebody else, and Mr. Bonwick works  
3 for many, many other people in the Town of  
4 Collingwood. Whether he's working for a developer or  
5 whether he's working for somebody else, he's -- he's  
6 there often.

7 MS. KATE MCGRANN: One of the  
8 distinctions that you made between the PowerStream  
9 deal and this transaction in an answer you gave to me  
10 earlier this morning was that in the PowerStream deal  
11 the Town was selling, and in this particular  
12 transaction the Town was buying.

13 Did that difference enter your mind  
14 while you were considering whether or not you should  
15 disclose this information to the Town?

16 MR. ED HOUGHTON: The difference --  
17 there is no difference in the fact that Mr. -- Mr.  
18 Bonwick is working for either one.

19 MS. KATE MCGRANN: Did you consider,  
20 while you were making the decision not to disclose  
21 this to the Town, that if the fee paid to Green Leaf  
22 came out, Mr. Bonwick may try to say that he advised  
23 the Town of the fee because he advised you, the Town's  
24 CAO?

25 MR. ED HOUGHTON: Seems like

1 everybody's blaming me these days, so.

2 MS. KATE MCGRANN: Did you consider it  
3 at the time?

4 MR. ED HOUGHTON: Did I consider? No,  
5 I don't think I did. Ask me that question one more  
6 time so I understand it.

7 MS. KATE MCGRANN: Did you consider  
8 when you were deciding to withhold this information  
9 from Council that if information about the fee that  
10 BLT gave -- paid Green Leaf came out, Mr. Bonwick may  
11 try to say that he advised the Town because he advised  
12 you?

13 MR. ED HOUGHTON: To begin with, I  
14 didn't choose to withhold, which -- which indicates  
15 something that was willfully, knowingly done. I  
16 didn't perceive that there was an issue. There's a big  
17 difference in those words. I didn't think that Mr.  
18 Bonwick was telling me this to set me up. He had  
19 offered to tell me and I said no. He had offered to  
20 tell me the percentages. I said no.

21 If -- if this -- if you are working  
22 with BLT, then it really has nothing to do with me. I  
23 don't know how much we spent for concrete or for  
24 electrical or those things.

25 If -- if -- if there had been an issue

1 originally and a requirement to disclose, and there --  
2 I would have easily disclosed. I've thought of this a  
3 thousand times since then. If I had an obligation to  
4 do so, I would have done so. I didn't do it for any  
5 other reason that it didn't appear that there was an  
6 issue or an obligation or a conflict, because they had  
7 already just done that less than a year previously.

8 MS. KATE MCGRANN: Mr. Houghton, you--

9 MR. ED HOUGHTON: And --

10 MS. KATE MCGRANN: Sorry, go ahead.

11 MR. ED HOUGHTON: It doesn't matter.

12 Go ahead.

13 MS. KATE MCGRANN: No. Please finish  
14 your answer.

15 MR. ED HOUGHTON: I don't remember  
16 what I was going to say now anyway.

17 MS. KATE MCGRANN: Ms. Leonard gave  
18 evidence -- I'm going to paraphrase it here, that she  
19 took exception to the Green Leaf fee because it  
20 represented a lost opportunity for the Town to  
21 negotiate the price of the structures down with BLT.

22 Doesn't that seem like a fair concern  
23 to you?

24 MR. ED HOUGHTON: I'm not sure I  
25 follow that logic. If - if -- if we -- and again,

1 she's saying there's a lost opportunity to negotiate.  
2 She also said there was no opportunity to negotiate,  
3 so that's a hypothetical question.

4 MS. KATE MCGRANN: Could we look at  
5 paragraph 548 of the Foundation Document, please?

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: This paragraph  
10 describes an email that you send to John Mascarin at  
11 Aird & Berlis. You provide him with a copy of the BLT  
12 contract and you write:

13 "Please find attached the agreement  
14 that we discussed this morning. I  
15 appreciate that you have agreed to  
16 take the time to review. In looking  
17 at the agreement, it appears to be a  
18 standard construction document."

19 What instructions did you provide to  
20 Mr. Mascarin and what did you ask him to look at with  
21 respect to the contract that you sent over to him?

22 MR. ED HOUGHTON: I -- I think I -- I  
23 asked him to -- to review the agreement, see if it was  
24 appropriate.

25 MS. KATE MCGRANN: Okay. Let's look

1 at paragraph 551. This is the email that we see  
2 coming back to you from Mr. Mascarin. It's the only  
3 communication we see coming back to you from Mr.  
4 Mascarin in respect of the -- the contract.

5 First of all he says:

6 "I have had an opportunity to review  
7 the agreement that you have  
8 forwarded to me. I have not  
9 reviewed any of the background of  
10 this proposed construction, nor any  
11 of the contract documents referred  
12 to within the agreement."

13 Do you remember seeing him write that  
14 he hadn't reviewed any of the contract documents  
15 referred to within the agreement?

16 MR. ED HOUGHTON: Are the contract  
17 documents not the ones that are -- are affixed to it  
18 after the fact?

19 MS. KATE MCGRANN: I don't know. I'm  
20 asking you.

21 MR. ED HOUGHTON: Yeah. So there --  
22 there -- they wouldn't have been affixed to it and I  
23 wouldn't have seen the ones that would be affixed to  
24 it at that point either.

25 MS. KATE MCGRANN: What are you

1 referring to?

2 MR. ED HOUGHTON: Isn't -- isn't there  
3 additional things that need to be attached to the  
4 contract? Like, I sent him the contract. For him to  
5 say that he's not reviewed the -- nor any of the  
6 contract documents, isn't that what I'm sending him as  
7 the -- sort of the contract?

8 So I'm assuming what he's talking about  
9 is other things that might be standard within the same  
10 kind of -- I don't know.

11 MS. KATE MCGRANN: Bear with me for  
12 one (1) second, please.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: Can we pull up  
17 ARB237? This is -- just so that we can all be talking  
18 about the same thing. This is a copy of the contract  
19 that you send to Mr. Mascarin asking to review.

20 So if we go down to page 37, and then  
21 scroll up. This is the end of the -- the CCDC  
22 contract, is my understanding, and then if you scroll  
23 down, there's the payment schedule. If you scroll  
24 down further, we've got the budgets, which we looked  
25 at already, without the line item information. Keep

1 going, so we can see everything that's attached. And  
2 then there's this flowchart, which I understand is a -  
3 - a scheduling document. Keep going.

4 So that's -- that's what you sent him.  
5 Was it your understanding that there were additional  
6 documents that needed to be appended to that contract?

7 MR. ED HOUGHTON: Well, I -- I think  
8 if we -- we go up and we look at some of the -- the  
9 items within it, but my understanding is, is that he  
10 reviewed this contract, which is what I had.

11 MS. KATE MCGRANN: Let's go back to  
12 paragraph 551 of the Foundation Document.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: So when he says:  
17 "I haven't reviewed any of the  
18 contract documents referred to  
19 within the agreement,"  
20 what did you think he was referring to  
21 there?

22 MR. ED HOUGHTON: I was -- I was --  
23 what I was thinking about was in the -- in this --  
24 within the CCDC document there's -- there's documents  
25 that are noted within it that might have a reference

1 to a contract document that he's not referred to  
2 outside of -- of this -- the contract that I sent to  
3 him.

4 MS. KATE MCGRANN: Did you follow up  
5 with him to make sure that he had reviewed all of the  
6 documents that comprise the agreement that the Town  
7 was going to be entering into with BLT?

8 MR. ED HOUGHTON: Well, the contract  
9 that we were signing is what I sent to Mr. Mascarin.  
10 Is that not correct?

11 MS. KATE MCGRANN: If you look at the  
12 third paragraph here, it says:

13 "As noted in Article 3.1 of the  
14 contract, the work is to be  
15 undertaken in accordance with all of  
16 the various underlying contractual  
17 agreements and specifications which  
18 I assume have been fully canvassed  
19 and agreed to by the Town."

20 Did you know what he was referring to  
21 in that paragraph?

22 MR. ED HOUGHTON: Then, maybe yes;  
23 now, not sure.

24 MS. KATE MCGRANN: Did you have any  
25 discussions with Mr. Mascarin after you received this



1 email?

2 MR. ED HOUGHTON: No.

3 MS. KATE MCGRANN: Did you share Mr.  
4 Mascarin's email with anyone at the Town before the  
5 contract was signed?

6 MR. ED HOUGHTON: Yes.

7 MS. KATE MCGRANN: Who?

8 MR. ED HOUGHTON: I spoke to both Ms.  
9 Leonard and -- and the Deputy Mayor about it.

10 MS. KATE MCGRANN: Did you forward the  
11 email to them?

12 MR. ED HOUGHTON: No. I think I was  
13 in -- I was right -- I was right in Town Hall and I --  
14 I spoke to Ms. Leonard and read her what John Mascarin  
15 had written me.

16 MS. KATE MCGRANN: Is it your evidence  
17 that you read the entire email aloud to her?

18 MR. ED HOUGHTON: I -- I think I  
19 probably said, here's what John is saying, blah, blah,  
20 blah, in these different areas. I think I did that.

21 MS. KATE MCGRANN: Did you advise them  
22 of any of the limitations that Mr. Mascarin had put on  
23 his review?

24 MR. ED HOUGHTON: When you say  
25 "limitations," what do you mean?

1 MS. KATE MCGRANN: Where he tells you  
2 that he hasn't reviewed the contract documents  
3 referred to within the agreement, for example.

4 MR. ED HOUGHTON: Yeah. So the  
5 contract documents, I would assume, and I think I  
6 probably knew more about it then than I do now, would  
7 have been documents that are referenced within the  
8 agreement. This was not my area of expertise, but I  
9 certainly tried to do the best I could.

10 MS. KATE MCGRANN: Let's look at  
11 paragraph 614 of the Foundation Document.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: On September 14th,  
16 2012, so after the contract's been signed, Steve  
17 Berman writes to Deputy Mayor Rick Lloyd, and in his  
18 email he asks for a couple of things.

19 "(1) Will you give me a copy of the  
20 contact -- contract with Sprung?"

21 Can you scroll down further? I'm  
22 interested in question number 3.

23 "Will you tell me of any connection  
24 between Council, staff, and Sprung,  
25 including anyone who lobbied for

1 Sprung?"

2 And he goes on to explain:

3 "This way, you can get rid of all  
4 the conspiracy theorists that think  
5 people are profiting from this,  
6 yourself, Sandra, Paul Bonwick, et  
7 cetera, et cetera."

8 Do you see that?

9 MR. ED HOUGHTON: I do.

10 MS. KATE MCGRANN: The Deputy Mayor  
11 forwards this email chain to you. Do you remember  
12 that?

13 MR. ED HOUGHTON: I remember seeing  
14 this email.

15 MS. KATE MCGRANN: You had said  
16 earlier that one of the reasons that you didn't  
17 disclose -- let me put it this way. You said you  
18 didn't perceive any issues with not disclosing the fee  
19 that Green Leaf was receiving at the time that Mr.  
20 Bonwick disclosed it to you.

21 Now that you see questions coming in  
22 from the public, did you see an issue with not  
23 disclosing that fee at the time that you learned about  
24 it?

25 MR. ED HOUGHTON: I think that what I

1 was trying to say as well was, prior to the June 28th  
2 meeting in 2011 when there was full disclosure, I had  
3 a similar concern. That event told me that that was  
4 not -- that was not -- it was not -- my concern was  
5 not real. I had that same opinion at the same time.  
6 If -- if there was no conflict of interest, then  
7 where's the conflict of interest? So if it's a --  
8 that was my understanding. That was -- that was why I  
9 acted the way I did.

10 MS. KATE MCGRANN: Let's look at  
11 paragraph 615, which describes that -- Steve Berman  
12 sends a follow-up email to Deputy Mayor Lloyd on  
13 September 15th, and he forwards both emails to you  
14 with a question mark.

15 You respond to him and you say:

16 "We can give them the contract --  
17 contract, but quite frankly it has  
18 nothing to do with them. We can  
19 give them many names of other  
20 companies."

21 We'll come back to that. And then you  
22 write:

23 "No relationship with Sprung."

24 At this point in time you know that  
25 Green Leaf was working with Sprung and BLT. We've

1 already heard from you about that. You know that BLT  
2 has paid Green Leaf six hundred and seventy-five  
3 thousand dollars (\$675,000) in connection with the  
4 contract the Town entered into with BLT.

5 Why did you write, "No relationship  
6 with Sprung"?

7 MR. ED HOUGHTON: Because I'd been  
8 told that there was no relationship with Sprung. He's  
9 working with BLT.

10 MS. KATE MCGRANN: Let's scroll back  
11 up and then I can see Berman's question again. That's  
12 perfect.

13 He asks of any connection between  
14 Council, staff, and Sprung, including anyone who  
15 lobbied for Sprung. At this point in time, you  
16 believe that Sprung and BLT are so closely related  
17 that you actually refer to them as Sprung/BLT, right?

18 MR. ED HOUGHTON: I called them  
19 Sprung/BLT from their partnership. I was told  
20 specifically by Mr. Bonwick that he was working for  
21 BLT, not Sprung.

22 MS. KATE MCGRANN: Look at the next  
23 part of Mr. Berman's email where he says:

24 "This way, you can get rid of all  
25 the conspiracy theorists that think

1                   that people are profiting from  
2                   this."

3                   You understood that he meant people are  
4 profiting from the agreement that the Town made in  
5 respect of the recreation facilities, right?

6                   MR. ED HOUGHTON:    Yes.

7                   MS. KATE MCGRANN:    So why did you  
8 write, "No relationship with Sprung," and only that  
9 when you knew that Mr. Bonwick did profit?

10                  MR. ED HOUGHTON:    There was -- that  
11 was an accurate statement.  If he wasn't working with  
12 Sprung, that was an accurate statement.

13                  MS. KATE MCGRANN:    At this point in  
14 time you're the Acting CAO for the Town, we talked  
15 about that, and you're -- you were working -- this is  
16 a public service you're providing.

17                  MR. ED HOUGHTON:    Yeah.

18                  MS. KATE MCGRANN:    You wrote an  
19 accurate statement in your mind.  Why didn't you give  
20 a complete answer to the question that had been asked?

21                  MR. ED HOUGHTON:    Because I think, in  
22 my mind, when I was reading the Sprung -- it's no  
23 different than the emails I was getting from Joe  
24 Gardhouse.  They were talking about Sprung a long time  
25 previously.

1                   If -- if there -- in one of the -- I  
2 even emailed to find out -- because Abby had talked  
3 about trying to be this manufacturer's rep for Sprung.  
4 I emailed them and asked if there was a relationship  
5 or benefit from Sprung. I --

6                   MS. KATE MCGRANN:    Let's scroll down -  
7 - sorry.

8                   MR. ED HOUGHTON:    Never mind.

9                   MS. KATE MCGRANN:    I'm interested in  
10 hearing the rest of your answer and I apologize. I  
11 didn't mean to cut you off.

12                  MR. ED HOUGHTON:    No. I don't  
13 recollect what I was going to say.

14                  MS. KATE MCGRANN:    Can we scroll down  
15 and look at the rest of your answer? The rest of what  
16 you write to the Deputy Mayor is:

17                               "Maybe he can answer if he has a  
18                               conflict with his wife being a 'Y'  
19                               employee. He has use of this for a  
20                               kick-off for a Council position.  
21                               Does he have other conflicts?"

22                               And then you write:

23                               "Will he be responsible for libelous  
24                               comments such as private citizens  
25                               being named in his email?"

1                   If we scroll up, the only private  
2 citizen named in his email is Mr. Bonwick. Is that  
3 what you were referring to with your libelous comment  
4 comment?

5                   MR. ED HOUGHTON:    Could be. I -- at  
6 this point in time I was -- I was being a little bit  
7 sensitive.

8                   MS. KATE MCGRANN:    Can you see how  
9 someone reading this response would read that as your  
10 suggestion that saying that Mr. Bonwick profited from  
11 the deal was untrue and therefore libelous?

12                  MR. ED HOUGHTON:    Well, it is -- it  
13 was untrue from Sprung for sure, yes.

14                  MS. KATE MCGRANN:    But you knew he  
15 profited from the deal.

16                  MR. ED HOUGHTON:    I knew he profited  
17 from the deal from BLT, yes.

18                  MS. KATE MCGRANN:    Let's look at  
19 paragraph 623 of the Foundation Document. This  
20 paragraph describes an email that you send to Tom  
21 Lloyd of Sprung on September 7th, and you say:

22                                "I have a sensitive and confidential  
23 question to ask you. Earlier today  
24 I heard a rumour that the Mayor's  
25 brother, Paul Bonwick, benefitted



1                   from Council's decision to purchase  
2                   from Sprung."

3                   I'd like to stop right there. At the  
4 point in time that you wrote this email, you knew that  
5 Mr. Bonwick had benefitted from Council's decision to  
6 purchase from Sprung, correct?

7                   MR. ED HOUGHTON: I knew he had  
8 benefit (sic) from BLT, yes.

9                   MS. KATE MCGRANN: Why did you write  
10 this email?

11                  MR. ED HOUGHTON: Because I had heard  
12 that he was also benefitting from Sprung. I was told  
13 by Mr. Bonwick specifically he was working with BLT  
14 and that his agreement was with BLT. What I -- what I  
15 was finding out was -- or hearing, that Abby had this  
16 manufacturer's rep thing going with Sprung. I wanted  
17 to make sure that it wasn't a double-ender type thing.

18                  MS. KATE MCGRANN: At this point in  
19 time, the things that you're hearing -- these rumours  
20 are rumours from the public, correct?

21                  MR. ED HOUGHTON: Yeah. From the same  
22 group, yes.

23                  MS. KATE MCGRANN: And at this point  
24 in time -- and I'll take you to the document, if you  
25 want, but what the public has been told is that

1 Council is entering into a contract with the  
2 manufacturer, who is Sprung. Sprung has made a  
3 presentation to Council. As far as we can tell,  
4 there's been no public mention of BLT yet.

5 So from the public's perspective, they  
6 can't make a dis - distinction between Sprung and BLT  
7 and ask about one or the other, because the only  
8 entity that they know about that's involved in this  
9 construction is Sprung.

10 So as you're making accurate but  
11 incomplete statements in response to their questions,  
12 did you think about, based on the information they  
13 had, they're just asking if you benefitted from the  
14 deal?

15 MR. ED HOUGHTON: Well, I guess I was  
16 looking at the fact that -- that they were saying  
17 Sprung, and if there was a differentiate --  
18 differentiation between Sprung and BLT, that that  
19 could be -- that could be true. I was attempting to  
20 find out whether there was also benefit from the  
21 Sprung side.

22 MS. KATE MCGRANN: Right. So you're  
23 looking into whether there was a double-ender, as you  
24 described it. Would that have been a problem?

25 MR. ED HOUGHTON: Well, it certainly

1 wouldn't have been disclosed to me, that's for sure.

2 MS. KATE MCGRANN: Would that have  
3 been a problem?

4 MR. ED HOUGHTON: If -- if -- again,  
5 if it was coming out of Sprung's profit, not coming  
6 out of -- out of Collingwood's pockets, I'm not sure  
7 what the problem is, but I was hearing this and I  
8 needed to -- needed to know or asked to know.

9 MS. KATE MCGRANN: Did you ask Mr.  
10 Bonwick?

11 MR. ED HOUGHTON: At this point in  
12 time, I don't know if I asked Mr. Bonwick, because it  
13 was based on information that Abby had told me.

14 MS. KATE MCGRANN: The rumours were  
15 based on information --

16 MR. ED HOUGHTON: No, no. No, no.  
17 Abby had mentioned about being the manufacturer's rep  
18 for Sprung, and I don't know whether she wanted it as  
19 a future thing or whether it was -- it was just when I  
20 heard it, I thought about it, I thought I'm going to  
21 send it to Tom Lloyd, which I did.

22 MS. KATE MCGRANN: So Tom Lloyd was  
23 here and he gave evidence, and one of the things that  
24 he said was that he thought that you called him before  
25 you sent this email.

1 Do you remember making a call to Mr.  
2 Tom Lloyd before sending this email to him?

3 MR. ED HOUGHTON: I did not make a  
4 call to him, and I think he said he didn't remember me  
5 making a call to him too.

6 MS. KATE MCGRANN: Did you ever ask  
7 Mr. Tom Lloyd to keep Mr. Bonwick's involvement in the  
8 agreement between the Town and BLT a secret?

9 MR. ED HOUGHTON: I never spoke to Mr.  
10 Lloyd about Mr. Bonwick working with BLT. I had  
11 nothing to do with any of that.

12 MS. KATE MCGRANN: I'm about to move  
13 on to a different area of questions. I wonder if now  
14 is an appropriate time for a quick break.

15 THE HONOURABLE FRANK MARROCCO: How  
16 much -- how much longer will you be, do you think?

17 MS. KATE MCGRANN: I'm going to say  
18 about forty (40) minutes.

19 THE HONOURABLE FRANK MARROCCO: So  
20 we'll finish before lunch.

21 MS. KATE MCGRANN: That's my hope.

22 THE HONOURABLE FRANK MARROCCO: So  
23 we'll finish before lunch. Good.

24

25 --- Upon recessing at 11:35 a.m.

1 --- Upon resuming at 11:47 a.m.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: Can we turn up  
5 paragraph 628 of the Foundation Document, please?

6 Paragraph 628 describes a document request that Mr.  
7 Cadieux made on behalf of the friends of Central Park  
8 by a letter dated August 30th, 2012. Pardon me.

9 His document request included budget  
10 worksheets that staff used to develop defic --  
11 deficits for the pool structure. And it also included  
12 a request for information about, I believe, fabric  
13 buildings.

14 If you look at paragraph 629, Ms. Almas  
15 emails her draft response to the EMC, Mr. McNalty, and  
16 Ms. Proctor. And if you scroll over -- no, sorry.  
17 Actually, can you look at paragraph 631? My mistake.

18 Paragraph 631 describes a draft  
19 response to Mr. Cadieux's document request. She sends  
20 it to yourself, the EMC, and Mr. McNalty. Her draft  
21 indicates that everything that Mr. Cadieux requested  
22 would be attached apart from the handwritten detailed  
23 matrix as it is with Ed's files he kept for his  
24 discussions with various concerned stakeholders which  
25 she said she would provide later.

1 Do you see that?

2 MR. ED HOUGHTON: I see that, yeah.

3 MS. KATE MCGRANN: And then if we look  
4 at paragraph 634, part of the way through, you write:

5 "I think what Cadieux is asking for  
6 is the matrix that looks at other  
7 fabric buildings in comparison to  
8 Sprung."

9 And Ms. Almas responds"

10 "Do we have a matrix that compared  
11 other fabric structures? Did you do  
12 this, Marjory?"

13 And Mr. McNalty replies:

14 "I never made anything for this  
15 comparison because nether -- never  
16 found anything to compare it to  
17 based on -- on the basis of 'R'  
18 value alone."

19 And then if you look at paragraph 635,  
20 Ms. Almas sends out her final response to Mr. Cadieux.  
21 And one (1) of the things she writes is:

22 "The one (1) item missing is the  
23 handwritten detailed matrix as it is  
24 with Ed's files he kept for his  
25 discussions with various concerned

1 stakeholders."

2 We haven't seen in the documents that  
3 have been provided to the Inquiry a handwritten  
4 detailed matrix comparing other fabric building  
5 suppliers.

6 Do you know what's being referred to  
7 there?

8 MR. ED HOUGHTON: I probably just had  
9 something that I had received along the way that had  
10 different fabric companies on it. And I -- I probably  
11 had that in the -- the office downstairs.

12 I don't have a specific memory of it.  
13 But if it's -- they're talking about it, obviously,  
14 they -- you know, it's more than seven (7) years ago,  
15 and from that perspective, I -- I don't -- I don't  
16 specifically recall I had something, but I probably  
17 did have something that I -- was handwritten.

18 MS. KATE MCGRANN: Can we look at  
19 paragraph 640 of the Foundation Document, please?  
20 This paragraph describes an email that you were not  
21 copied on. It's a September 5th, 2012, email from Ms.  
22 Stec, of Green Leaf, to Tom, Dave, and Dave. And she  
23 writes:

24 "There are several interest groups  
25 that are stirring the pot about the

1                   sole sourcing method we followed.  
2                   Can you please put some bullet  
3                   points together that clearly  
4                   indicate why Sprung is in a league  
5                   of its own and that there is really  
6                   no company to compare it to?"

7                   Were you aware that Sprung and BLT had  
8                   been asked to put together information showing that  
9                   there was no competition for Sprung at the beginning  
10                  of September 2012?

11                  MR. ED HOUGHTON:    I think, at that  
12                  point in time, we were -- we were trying to put  
13                  together as much information as we could because I  
14                  think that when were doing our internet searches we  
15                  were seeing that there was really only one (1) kind of  
16                  fabric building that would -- would be Sprung and  
17                  there was other -- many other commercial or  
18                  agricultural type fabric buildings, and they -- you  
19                  know, you can see where they had collapses and things.

20                  But I don't think we actually put it  
21                  down in, you know, sort of a comprehensive package.  
22                  So, at this point in time, we were asking for that so  
23                  that we could provide additional information.

24                  MS. KATE MCGRANN:    Now, other than the  
25                  evidence that you've given up until this point in the



1 proceeding about the research that staff did, are you  
2 -- are you referring to any other research when you --  
3 when you're talking about the work that we did?

4 MR. ED HOUGHTON: Yeah. I think -- I  
5 think what -- what I was trying to suggest there was  
6 that -- that, as Dave said, he didn't do a matrix  
7 because he couldn't even find anything equivalent from  
8 an 'R' value perspective.

9 I don't know what Marjory had said, but  
10 I know that she had reviewed things, as well. I had  
11 reviewed things. I just didn't put it on -- I didn't  
12 put it in a matrix or a program like that.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: Can we go to  
17 paragraph 668? This paragraph describes, on December  
18 24th, 2012, Mr. Watts sent Ed Houghton an email with  
19 the subject line, "Sprung's notes on competitors."

20 And he explains to you why he's sending  
21 you a reformatted copy of what you previously  
22 received. And the attached file which was called,  
23 "Copy of Collingwood competitive research," contained  
24 a chart titled, "Membrane competition spreadsheet."

25 Let's just open it up really quickly.

1 It's at TOC219565.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: And if you can just  
6 scroll down so we can see the number of companies  
7 listed on this spreadsheet. Yeah, maybe we can...  
8 Keep going. Keep going. Keep going.

9 All right. And if you can scroll to  
10 the left and back up to the top so you can see the --  
11 the information that is set out in here about those  
12 companies.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: Now, we know from  
17 the Foundation Document that no one from the Town  
18 spoke to any of those companies before the staff  
19 report went to Council.

20 Do you know if when staff received this  
21 spreadsheet from Sprung at the end of September, if it  
22 took any steps to verify any of the information that  
23 was in this spreadsheet?

24 MR. ED HOUGHTON: I can only talk  
25 about myself. I know that when I -- I looked at it

1 and -- and I compared it sort of to the knowledge that  
2 I had by reviewing the various companies, there was  
3 actually more companies on here than I had even looked  
4 at, but it was in keeping with what I was sort of  
5 reading.

6 I think the -- the ones that we -- the  
7 important factors that we looked at was if there was a  
8 ever a collapse or if there was -- if it was a -- more  
9 of a agricultural type building or if there was  
10 insulation or if -- if they were marketing the  
11 opportunity to have these kinds of things in a -- sort  
12 of a public occupancy type building, like, an arena or  
13 -- or a pool or those kinds of things.

14 MS. KATE MCGRANN: You can take this  
15 document off the screen. I don't have any more  
16 questions about it.

17 It appears that I've got a document  
18 called, "Membrane competition spreadsheet," was  
19 distributed to the Town. I think I understand you  
20 correctly. Staff hadn't prepared any membrane  
21 competition spreadsheet before the August 27th  
22 meeting, correct?

23 MR. ED HOUGHTON: That's correct.

24 MS. KATE MCGRANN: So, anything that  
25 was provided to the Town was something that had been

1 put together after Council had decided to proceed with  
2 Sprung, correct?

3 MR. ED HOUGHTON: An -- anything that  
4 was put together formally was done after, yes.

5 MS. KATE MCGRANN: We don't see any  
6 competition spreadsheet put together by Town staff in  
7 the documents that we received. What we see is the  
8 competition spreadsheet in various iterations, the one  
9 (1) we just looked at. And that's -- that's the last  
10 one (1) we see.

11 Is that consistent with your  
12 understanding?

13 MR. ED HOUGHTON: Yeah. Again, what  
14 I'd said was that -- that staff didn't go to the --  
15 the task of putting together a spreadsheet based on  
16 their -- their review of the various types of  
17 technologies.

18 MS. KATE MCGRANN: Did you take any  
19 steps when the spreadsheet was provided to members of  
20 the public in response to their request for  
21 information to advise them that the spreadsheet  
22 provided was not prepared by staff before the Council  
23 meeting, it wasn't representative of the work that  
24 staff had done?

25 MR. ED HOUGHTON: I don't think I said

1 that it was done by staff. It was a competitive  
2 spreadsheet that was indicative of the -- the review  
3 that at least I had done for sure.

4 MS. KATE MCGRANN: Did you take any  
5 steps when the spreadsheet was provided to members of  
6 the public to advise them that that document had not  
7 been prepared by staff, was not indicative of the work  
8 that staff had done before Council voted on August  
9 27th?

10 MR. ED HOUGHTON: Again, you said it's  
11 not indicative of the work staff had done. I don't --  
12 I don't agree with that. What I said was that I  
13 didn't portray it came from anybody at staff.

14 I didn't say that it was -- we got it  
15 from Sprung or -- or whoever it came from, BLT, but it  
16 -- it was indicative of what staff had determined in  
17 their review prior to August 27th.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: Can we look at  
22 TOC240669.1, please?

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: And can we scroll  
2 to the bottom? Stop. Stop. So, this is -- this is  
3 an email from a member of the public. And the portion  
4 of the email that I am interested in is this last  
5 sentence here where it says -- this person says:

6 "I have also heard your cousin, Paul  
7 Bonwick, was paid a substantial  
8 amount to negotiate this deal."

9 Okay. This is an email that's sent to  
10 Mayor Cooper. If you scroll up, Mayor Cooper forwards  
11 this to you, the statement, "Really??" Scroll up  
12 further.

13 And your response is, "Not worth a  
14 response." Now, at this point in time, the mayor's  
15 received an email from a member of the public  
16 discussing benefit to Paul Bonwick from the recreation  
17 facilities.

18 She comes to you with a question about  
19 it. And what you write is, "Not worth a response."  
20 Before I ask you any questions about why you responded  
21 in this way, I just want to make sure that we see  
22 everything, every communication you had with the mayor  
23 about this.

24 Did you have a discussion with her in  
25 which you shared your knowledge about the benefit that

1 Mr. Bonwick received in connection with the Town's  
2 recreation facilities?

3 MR. ED HOUGHTON: Say that last part  
4 again, sorry.

5 MS. KATE MCGRANN: Did you tell the  
6 mayor that you knew that Mr. Bonwick and his company  
7 got paid by BLT?

8 MR. ED HOUGHTON: I was always the --  
9 under the impression that the mayor was aware that Mr.  
10 Bonwick worked for BLT.

11 MS. KATE MCGRANN: Did you tell her  
12 that he got paid in connection with the Town's  
13 recreation facilities?

14 MR. ED HOUGHTON: If -- if I -- if I  
15 felt -- and I'm not disputing what she has said. I  
16 felt that she knew that he was working with BLT. And  
17 if -- if my assumption was correct, then there was no  
18 -- you know, there would be no need for me to say he  
19 got paid because I would -- actually would assume  
20 that.

21 MS. KATE MCGRANN: Did you take any  
22 steps to check if your assumption was correct?

23 MR. ED HOUGHTON: It's a little  
24 difficult for me to sort of say to the mayor about her  
25 brother.

1 MS. KATE MCGRANN: You're the acting  
2 CAO of the Town?

3 MR. ED HOUGHTON: Acting, exactly.

4 MS. KATE MCGRANN: You were the -- the  
5 head staff person. You're responsible for the  
6 administration and management of the Town's business.  
7 Wasn't it your obligation to talk to her about this,  
8 check your assumption to make sure it was correct  
9 before you relied on it?

10 MR. ED HOUGHTON: If she has no -- if  
11 she has no obligation to disclose that her brother is  
12 working, why is it my obligation? And again, in 20 se  
13 -- or 2012, that was the situation.

14 I'm glad that they've maybe -- made  
15 changes since then. But in 2012, there was no  
16 obligation for Her Worship to disclose, so what put  
17 the obligation on me to disclose if he was working for  
18 somebody that didn't get compensated, like, the Town  
19 didn't compensate?

20 You know, in -- in hindsight, I --  
21 well, hindsight, I wouldn't have taken the job, but I  
22 -- I see it specifically that way. He was working for  
23 BLT. He was being compensated by BLT, wasn't coming  
24 out of the Town -- Town coffers. And if I had told  
25 Her Worship, either, a) I would have offended her, or



1 if she would have told me she knew or didn't know, it  
2 -- I don't think it would have made a di -- hill of  
3 beans difference.

4 MS. KATE MCGRANN: And you keep  
5 referencing the fact that Mr. Bonwick's working for  
6 BLT, he's working for BLT. Mr. Barrow gave evidence  
7 here. And one (1) of the things that he said was that  
8 -- and he was asked what was Mr. Bonwick doing for  
9 BLT.

10 And his answer was, Mr. Bonwick could  
11 open doors that we couldn't open ourselves. Did you  
12 ever consider that Green Leaf was six hundred and  
13 seventy-five thousand dollars (\$675,000) because of  
14 Mr. Bonwick's unfettered access to you, the acting CAO  
15 of the Town?

16 MR. ED HOUGHTON: No. I -- I heard  
17 that same comment. And I'm sitting there thinking  
18 that by the time Mr. Bonwick got involved, we were a  
19 long way down the path.

20 I think, if Mr. Bonwick wasn't  
21 involved, the same event would have happened. I -- I  
22 can -- I can tell you with every fibre of my body that  
23 not one (1) thing would have changed if Mr. Bonwick  
24 was not involved.

25 It did not cross my mind in the sense

1 that I was doing anything different as a result of his  
2 activities with BLT.

3 MS. KATE MCGRANN: Let's put paragraph  
4 666 of the Foundation Document. So, we're jumping  
5 back in time. I just want to flag for you we're now  
6 on September 22nd, 2012.

7 This paragraph describes that a meeting  
8 was scheduled between yourself, Mr. Bonwick, and Ms.  
9 Stec at your house on September 22nd, 2012. What was  
10 that meeting about?

11 MR. ED HOUGHTON: Mr. Bonwick had  
12 asked if I could help facilitate a strategic planning  
13 session for them.

14 MS. KATE MCGRANN: About what?

15 MR. ED HOUGHTON: About getting --  
16 putting their -- getting their focus on -- on their  
17 business and their businesses. So, I was -- I was  
18 facilitating for them; it was just the three (3) of  
19 us.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: And you were doing  
24 that to help them out?

25 MR. ED HOUGHTON: I -- I've done that

1 many times. I -- I did it for two (2) industries in  
2 Collingwood. I've done it for the Ontario Municipal  
3 Water Association, Zenon Environmental. I've done it  
4 for many, many people.

5 I did it here at the -- on June 11th  
6 where I facilitated a strategic planning. And -- and  
7 it really is just to try to get them to think about it  
8 from a different perspective.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: Can we look at  
13 paragraph 679 of the Foundation Document, please?

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This paragraph  
18 describes that on October 5th you send Mr. McNalty an  
19 excerpt from the WGD report writing:

20 "This is what WGD architects said  
21 when they compared a steel  
22 fabricated building to a Sprung  
23 structure. Can you help with the  
24 errors in the comments?  
25 Once again, this is time sensitive."

1                   And we can look at it, but it looks  
2 like this email is prompted by the fact that members  
3 of the public have a copy of the WGD report, and  
4 they're asking questions about it.

5                   Is that consistent with your  
6 recollection?

7                   MR. ED HOUGHTON:    Yeah.  Ms. MacDonald  
8 was actually part of the Parks, Recreation, and  
9 Culture advisory committee.

10                  MS. KATE MCGRANN:    So, you send this  
11 memo over to Mr. McNalty.  It looks to us like you  
12 also send a copy -- or an excerpt of it over to Sprung  
13 asking for their help.

14                  Do you remember that?

15                  MR. ED HOUGHTON:    I sent it to Sprung,  
16 as well?

17                  MS. KATE MCGRANN:    I think so, yeah.  
18 Do you remember that?

19                  MR. ED HOUGHTON:    I -- I don't recall  
20 that, no, but...

21

22                                       (BRIEF PAUSE)

23

24                  MS. KATE MCGRANN:    What we don't see  
25 you doing is sending the WGD report to WGD to ask for

1 help in responding to the questions. I take it you  
2 didn't send it to WGD to ask them about their report?

3 MR. ED HOUGHTON: I did not send it to  
4 them, no.

5 MS. KATE MCGRANN: And you see how it  
6 may appear to someone who's looking in at this from  
7 the outside that you decided not to send it to WGD  
8 because you didn't want to hear what they had to say  
9 about the comments that you had about that report?

10 MR. ED HOUGHTON: No. I would say  
11 that's them to their face today. I -- when I read  
12 their report, I think it was -- it was not well --  
13 well done.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: Can we look at  
18 paragraph 719, please?

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: This paragraph  
23 describes an October 12th, 2012, freedom of  
24 information request that Mr. Berman submitted looking  
25 for, amongst other things, an accounts payable listing

1 of all fees by -- paid by cheque or other method to  
2 Compenso from January 1st, 2011, to the present.

3 And on October 26th, Sara Almas  
4 responded, noting the Town did not have any record of  
5 any payments to Compenso during the requested time  
6 period.

7 So, September, October, November we've  
8 seen examples of members of the public asking the Town  
9 whether Mr. Bonwick profited from the recreation  
10 facilities. We don't see any disclosure being made.

11 Did you have any concerns through the  
12 fall of 2012 that withholding this information despite  
13 public requests was leading to problems or could lead  
14 to bigger problems if the fee came out?

15 MR. ED HOUGHTON: Did -- did I receive  
16 this request here?

17 MS. KATE MCGRANN: I don't think we  
18 have any record of him sending it --

19 MR. ED HOUGHTON: Okay.

20 MS. KATE MCGRANN: -- to you, no.

21 MR. ED HOUGHTON: Okay.

22 MS. KATE MCGRANN: So, could you  
23 answer my question?

24 MR. ED HOUGHTON: Oh, I'm sorry. I  
25 didn't receive the que -- request, so I'm not sure

1 that fits. But they were asking for payments to  
2 Compenso.

3

4 (BRIEF PAUSE)

5

6 MR. ED HOUGHTON: Compenso wasn't  
7 involved, for one (1) thing. Your -- your question is  
8 what again just so I can -- I'm trying to take all  
9 this in.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: You know what?  
14 We'll come back to it. You had asked if you sent --  
15 or you couldn't remember if you sent the WGD report to  
16 Sprung for help in addressing concerns from the  
17 public.

18 If we could look at SCO184.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: And go down to the  
23 bottom of page 2.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Here we've got an  
2 email from you to Mr. Barrow at BLT, Mr. Watts at BLT,  
3 and Mr. Waddell. Scroll down.

4 "Mark, Dave, and Paul, this is what  
5 WGD architect said when they  
6 compared a steel fabricated building  
7 to a Sprung structure.

8 Can you help with the errors in  
9 their comments?

10 Once again, this is time sensitive."

11 And then there's an excerpt from the  
12 WGD report excerpted below. Seeing this email, does  
13 this help jog your memory that you went to Mr. McNalty  
14 and BLT for assistance I dealing with the WGD report?

15 MR. ED HOUGHTON: Yeah. You had asked  
16 me if I had sent it to Sprung, sorry.

17 MS. KATE MCGRANN: So, let's scroll  
18 back up, and we can look at where that  
19 misunderstanding on my part came from. Scroll up  
20 further. Keep going.

21 What you get is a response from Phil  
22 Sprung Junior, sprungp@sprung.com. So, Sprung gets  
23 involved in helping you deal with responses to that,  
24 as well. Do you see that?

25 MR. ED HOUGHTON: Yeah, I see that.



1 But when you had asked me I had sent it to Sprung, I -  
2 - I'm thinking -- I was going back thinking did I send  
3 it to Sprung. And I didn't remember doing it, which I  
4 guess I didn't, but...

5 MS. KATE MCGRANN: Let's look at  
6 paragraph 892 of the Foundation Document.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This paragraph  
11 describes an email exchange that you have with  
12 Councillor Joe Gardhouse on May 30th, 2013.  
13 Councillor Gardhouse sends you a letter from Don  
14 Gallinger. And he asks, "Was Bonwick the distributor  
15 for Sprung."

16 Mr. Gallinger's letter states that Mr.  
17 Bonwick's office had advised the Pretty River Academy,  
18 that it was the mid-Ontario distributor for Sprung  
19 structures. He stated that he met with Mr. Bonwick  
20 regarding a Sprung structure for the Pretty River  
21 Academy in 2012. And he says:

22 "The Sprung reps said to have three  
23 (3) domes in Collingwood would be  
24 fantastic."

25 Scroll down. You respond:

1 "I asked the same question, and the  
2 answer is no. Abby, who worked at  
3 the PRA, was still working on behalf  
4 of the academy, and that's why was  
5 the conduit."

6 Councillor Gardhouse comes back and  
7 says:

8 "So, Green Leaf was distributing for  
9 Sprung, and that wasn't Bonwick."

10 Mr. Houghton, you respond:

11 "Green Leaf is not distributing. I  
12 called Abby and asked her to explain  
13 to you. I understand the emails are  
14 pretty clear that Abby was working  
15 on behalf of the PRA, and not Green  
16 Leaf."

17 Scroll down. Councillor Gardhouse  
18 says:

19 "I don't know who Abby is. This  
20 letter sent to me says Green Leaf,  
21 Bonwick, is a distributor for  
22 Sprung, and they were using a sales  
23 pitch.

24 They then have three (3) Sprungs in  
25 Collingwood."

1 And he says, "Is Green Leaf Bonwick."

2 And you write back:

3 "Bonwick is not involved. Abby is  
4 Green Leaf. Talk to her, and she  
5 can tell you the facts."

6 Why did you write that email to  
7 Councillor Gardhouse?

8 MR. ED HOUGHTON: Let's look at the --  
9 can we look at the Don Gallinger email?

10 MS. KATE MCGRANN: We can look at the  
11 Don Gallinger email in a second if you want, I  
12 suppose. But my question is, Councillor Gardhouse  
13 email is, "Is Green Leaf Bonwick." And you write  
14 back:

15 "Bonwick is not involved. Abby is  
16 Green Leaf."

17 Why did you answer his question that  
18 way?

19 MR. ED HOUGHTON: If we look at the --

20 MR. FREDERICK CHENOWETH: Your Honour,  
21 I think the witness has indicated he'd be assisted in  
22 answering the question by looking at Mr. Gallinger's  
23 email.

24 I wonder if he might have an  
25 opportunity to do that.

1 THE HONOURABLE FRANK MARROCCO: I can  
2 think he can respond to the question. And then show  
3 him the email -- or the Gallinger communication.

4 MR. ED HOUGHTON: Your Honour, the --  
5 the Gallinger email is very confusing. And it talks  
6 about the fact that Mr. Bonwick is involved in May, in  
7 June of 2012. And he's ask -- they're asking me to  
8 respond to that in 2 -- 2 -- in May and June of 2012.

9 To my knowledge, Mr. Bonwick wasn't  
10 involved, but I wasn't sure at that point in time,  
11 when Abby said that she was this manufacturer's rep.  
12 So, I kept saying to Mr. Gardhouse that, please talk  
13 to Abby, get the information from her, understand from  
14 her because I don't know.

15 At this point in time, I had no clue  
16 that they were working with them at all. So, I was  
17 trying to say to him please take a look, please talk  
18 to Abby.

19 Abby, my understanding of -- to the  
20 emails, I left -- she left two (2) messages. I left  
21 him a long message explaining all of it. The very  
22 last part was I was so frustrated because he was not -  
23 - he was not looking at the -- the email from Mr.  
24 Gallinger.

25 He -- he was asking me something that I

1 had no knowledge of. And I -- and, at that point in  
2 time, I'm no longer the CAO. I'm tired of being  
3 bullied and hammered and -- and having people do  
4 videos about me in the -- in the blogs and everything  
5 else. I just wanted to be left alone.

6                   And the email from -- or the -- the  
7 information from -- from Gallinger was May and June of  
8 2012. I was responding to the fact that I had no  
9 knowledge that Bonwick or anybody else was involved at  
10 that point in time, but please go to the source and  
11 ask them. That's what I was trying to do.

12

13 CONTINUED BY MS. KATE MCGRANN:

14                   MS. KATE MCGRANN:     The letter from Mr.  
15 Gallinger is at CPS10743\_1.

16

17   (BRIEF PAUSE)

18

19                   MS. KATE MCGRANN:     And you can direct  
20 the Court Operator to scroll through as -- as you  
21 need.

22                   MR. ED HOUGHTON:     Can you go down,  
23 please?

24

25   (BRIEF PAUSE)

1 MR. ED HOUGHTON: Scroll down, please.  
2 So it's -- they're talking about June of 2012. So the  
3 two (2) representatives came from -- to the school and  
4 met with Mr. Lidbetter and Mr. Gallinger, and -- and  
5 they said it'd be great to have three (3) domes in  
6 Collingwood. No -- obviously at that point in time  
7 they were hoping to have an opportunity.

8 Could you go down, please? It just  
9 pontificates about the pricing and everything. Go  
10 down, please.

11 And again it talks about May and June,  
12 and I'm thinking, I don't have any knowledge of Mr.  
13 Bonwick -- and even when I see the Foundation  
14 Documents now, I'm seeing that he's not involved until  
15 sometime significantly after that.

16 I didn't know that at the time because  
17 I never had another conversation about it again. I  
18 just kept saying, please, go talk to the people that  
19 know. I said it and said it and said it, and as I've  
20 told -- or as I've mentioned before, Joe had a  
21 tendency to bully me since I was a kid working at  
22 Dominion Store.

23 MS. KATE MCGRANN: Was there anything  
24 else you wanted to add to that?

25 MR. ED HOUGHTON: No, thank you.

1 MS. KATE MCGRANN: Can we look at  
2 CPS10920\_1?

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Can you scroll down  
7 a little bit? So, Mr. Gardhouse asks you two (2)  
8 questions in this email. Question number (1):

9 "Are the highlighted parts of this  
10 Gallinger email accurate?"

11 And you've just walked us through that.

12 Question number 2:

13 "Was Bonwick the distributor for  
14 Sprung?"

15 There's no time period put on that  
16 question, there's no limitations at all. Just:

17 "Was Bonwick the distributor for  
18 Sprung?"

19 Scroll up. You respond. Scroll down,  
20 please, so we can see the response.

21 "I have asked the same question, and  
22 the answer is no."

23 You go on and give some details.

24 Scroll up. Mr. Gardhouse, again with no limitation in  
25 terms of time for his questions or anything like that:

1 "So Green Leaf was distributing for  
2 Sprung and that wasn't Bonwick."

3 You respond:

4 "Green Leaf is not distributing. I  
5 called Abby and asked her to explain  
6 to you. I understand the emails are  
7 pretty clear that Abby is working on  
8 behalf of the PRA and not Green  
9 Leaf."

10 Scroll up. Mr. Gardhouse says:

11 "I don't know who Abby is."

12 He goes on to mention the letter and  
13 then again he asks:

14 "Is Green Leaf Bonwick?"

15 Scroll up. Questions that I've gone  
16 through with you didn't have any time limitations in  
17 terms of what they were asking to and your answer here  
18 doesn't have one either.

19 You say:

20 "Bonwick is not involved. Abby is  
21 Green Leaf. I suggest that you talk  
22 to her and you can have the facts."

23 Scroll up. Mr. Gardhouse lets you know  
24 that his phone isn't working. Keep going. And you  
25 conclude with:



1 "In a nutshell, Bonwick nor Green  
2 Leaf was involved."

3 MR. ED HOUGHTON: Because I'm -- I'm  
4 addressing the comments in that specific blog where he  
5 was talking about May and June of 2012. That's what I  
6 was answering the questions -- and please talk to the  
7 people who know. I don't know.

8 MS. KATE MCGRANN: Was there any  
9 reason that you wouldn't just share with Councillor  
10 Gardhouse the -- the information that you received  
11 about the benefit that Green Leaf was paid while you  
12 were Acting CAO of the Town?

13 MR. ED HOUGHTON: He was asking me  
14 specifically about Don Gallinger's -- I was answering  
15 what was -- he was asking me specifically at that  
16 point in time.

17 MS. KATE MCGRANN: You've given quite  
18 a bit of evidence about your commitment to the Town  
19 and all the things that you've done for Collingwood.  
20 What I would like to know is, how is concealing your  
21 knowledge of the benefit paid to Green Leaf and Mr.  
22 BLT (sic) in the best interests of the Town?

23 MR. ED HOUGHTON: Explain to me where  
24 it's not in the best interest, and please don't -- I  
25 don't have much -- you now suggesting that -- that my

1 thirty-nine (39) years, my volunteerism, and  
2 everything I've done for the Town of Collingwood is --  
3 is -- is not -- should -- should be taken into  
4 consideration but it's not.

5 If -- if -- if it impacted on the Town  
6 of Collingwood, I would agree with you. It didn't.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Those are the  
11 questions that I have about communications that you  
12 had in relation to the recreation facilities and  
13 things like that.

14 I'm going to turn now to questions I  
15 have about John Scott.

16 MR. ED HOUGHTON: Okay.

17 MS. KATE MCGRANN: There's been a  
18 limited amount of time to review the productions we've  
19 received, but in the interest of efficiency I'm going  
20 to ask you some questions about this now.

21 First of all, what's your relationship  
22 with Brian Dempsey of DBD Systems?

23 MR. ED HOUGHTON: He's a gentleman I  
24 know. I would call him a friend as well.

25 MS. KATE MCGRANN: How did Mr. Dempsey

1 get involved in helping you identify Mr. Scott as  
2 someone who could produce a report for you?

3 MR. ED HOUGHTON: He -- he didn't get  
4 involved with me.

5 MS. KATE MCGRANN: How did he get  
6 involved?

7 MR. ED HOUGHTON: My understanding, he  
8 went through my counsel.

9 MS. KATE MCGRANN: Can you explain  
10 that a little bit more, please?

11 MR. ED HOUGHTON: I understand that  
12 Mr. Dempsey spoke to Mr. Chenoweth.

13 MS. KATE MCGRANN: Is it your  
14 understanding that Mr. Dempsey reached out to Mr.  
15 Chenoweth or the other way around?

16 MR. ED HOUGHTON: I don't know that.

17 MS. KATE MCGRANN: Did you have any  
18 discussions with Mr. Dempsey about expert evidence for  
19 this hearing?

20 MR. ED HOUGHTON: I did speak to Mr.  
21 Dempsey, and basically what I was talking to him about  
22 was what I heard Ron Martin say, and I was talking to  
23 him about -- was what Ron Martin was saying accurate.  
24 Mr. Dempsey was saying, in his opinion, no. That's  
25 what I spoke to him about.

1 MS. KATE MCGRANN: When did that  
2 conversation take place?

3 MR. ED HOUGHTON: Almost immediately  
4 after Ron Martin's testimony.

5 MS. KATE MCGRANN: Did you have any  
6 discussions with him about potentially calling  
7 responding evidence to Mr. Martin's evidence?

8 MR. ED HOUGHTON: Say that one (1)  
9 more time.

10 MS. KATE MCGRANN: Did you have any  
11 discussions with him about potentially calling  
12 evidence to respond to Mr. Martin's evidence?

13 MR. ED HOUGHTON: What do you mean by  
14 calling evidence? Sorry.

15 MS. KATE MCGRANN: I mean asking the  
16 Inquiry to hear from -- evidence from somebody that  
17 you introduce in order to respond to Mr. Martin's  
18 evidence.

19 MR. ED HOUGHTON: Well, I wasn't sure  
20 about -- if you're asking about an expert witness kind  
21 of thing? No, I never once considered Mr. Dempsey  
22 because I think, for exactly what you're suggesting,  
23 he's somebody that I know and he's somebody that Mr.  
24 Bonwick knows.

25 MS. KATE MCGRANN: Okay. And my

1 question is, did you have any discussions with Mr.  
2 Dempsey about calling anybody to respond to Mr.  
3 Martin's evidence?

4 MR. ED HOUGHTON: I asked -- I asked  
5 him at that point in time if he knew of anyone that  
6 might be somebody that you could call as an expert  
7 witness.

8 MS. KATE MCGRANN: And what was his  
9 response to that question?

10 MR. ED HOUGHTON: He said I'd -- he'd  
11 have to think on it.

12 MS. KATE MCGRANN: Did you have any  
13 other discussions with Mr. Dempsey about calling  
14 evidence in response to Mr. Martin's evidence?

15 MR. ED HOUGHTON: I don't believe so,  
16 no.

17 MS. KATE MCGRANN: Did you have any  
18 discussions with anyone other than Mr. Dempsey or Mr.  
19 Chenoweth about calling evidence in response to Mr.  
20 Martin's evidence?

21 MR. ED HOUGHTON: Any -- anybody  
22 beside Mr. -- I don't believe so.

23 MS. KATE MCGRANN: To your knowledge,  
24 did anyone other than yourself or Mr. Houghton (sic)  
25 speak to Mr. Dempsey about calling evidence in

1 response to Mr. Martin's evidence?

2 MR. ED HOUGHTON: Did you mean Mr.  
3 Chenoweth or Mr. Houghton?

4 MS. KATE MCGRANN: Sorry. Mr.  
5 Chenoweth. Thank you, Mr. Houghton.

6 MR. ED HOUGHTON: So -- so now I lost  
7 it too. Did I speak to anybody or -- my apologies.  
8 Can you state the question again?

9 MS. KATE MCGRANN: Oh no, it's okay.  
10 Let me -- let me do one for you again because I -- I  
11 made a mistake.

12 To your knowledge, did anyone other  
13 than yourself, your counsel, or Mr. Dempsey speak with  
14 Mr. Scott about his report or the work that he was  
15 doing for you?

16 MR. ED HOUGHTON: I have no specific  
17 knowledge of anybody, no.

18 MS. KATE MCGRANN: Do you have any  
19 general knowledge of anybody?

20 MR. ED HOUGHTON: No. I'm -- sorry,  
21 I'm trying to -- I was trying to be specific. No, I  
22 have no firsthand knowledge of any of that stuff.

23 MS. KATE MCGRANN: Okay. You've  
24 disclosed to us a memo that you prepared for Mr.  
25 Scott, so I'd like to go through that with you. It's

1 at EHH192.3

2

3

(BRIEF PAUSE)

4

5 MS. KATE MCGRANN: You prepared this  
6 memo, correct?

7

8 MR. ED HOUGHTON: Yes. Actually I was  
9 -- I prepared it but it was based on discussions that  
10 I was having with Mr. Chenoweth about what we would  
11 need to have an expert witness talk about.

12 MS. KATE MCGRANN: I don't want to ask  
13 you any questions about the conversations you had with  
14 Mr. Chenoweth right now.

15 Did you have any discussions with  
16 anybody else about what was going to go into this  
17 memo?

18 MR. ED HOUGHTON: No.

19 MS. KATE MCGRANN: Did you discuss  
20 more generally the work that you were doing on this  
21 memo with anybody else?

22 MR. ED HOUGHTON: Just Mr. Chenoweth.

23 MS. KATE MCGRANN: Fair to say that  
24 this memo contains the questions and issues that you  
25 wanted Mr. Scott to address in his report and  
evidence?

1 MR. ED HOUGHTON: Yes.

2 MS. KATE MCGRANN: Could we go to page  
3 3 of this memo, please?

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: Scroll down so we  
8 can look at point number 3. Point number 3 says:

9 "We need to understand the benefits  
10 of sole sourcing and the possible  
11 pitfalls. What are the experiences  
12 of sole sourcing? The town, after  
13 review, realized that there is only  
14 one (1) company that built fabric  
15 building such as Sprung. The Town  
16 also tried to have Sprung/BLT know  
17 that we were investigating other  
18 types of construction to ensure that  
19 they kept their pencils sharp."

20 At any point in time before you or your  
21 counsel received a draft report from Mr. Scott, did  
22 you let him know that you didn't want him to answer  
23 this question anymore?

24 MR. ED HOUGHTON: I never spoke to Mr.  
25 Scott, save and except for when I called and asked for



1 his CV. I never spoke to Mr. Scott.

2 MS. KATE MCGRANN: To your knowledge,  
3 at any point before Mr. Scott provided the first draft  
4 of his report to you or your counsel, did anybody tell  
5 him that you didn't want him to answer this question  
6 anymore?

7 MR. ED HOUGHTON: I -- I don't -- I'm  
8 -- I'm not -- I was not apprised to the conversations  
9 that my lawyer had with Mr. Scott.

10 MS. KATE MCGRANN: Okay. So I take it  
11 you're not aware of anyone saying, Mr. Scott, please  
12 don't answer -- answer question number 3 anymore?

13 MR. ED HOUGHTON: I do not know.

14 MS. KATE MCGRANN: Can we go to page  
15 6, please? And can we look at question number 6 on  
16 this page or wherever it is -- page 7, sorry -- oh,  
17 page 8. There we go, page 8.

18 Question 6 says:

19 "This item is in regards to when Ron  
20 Martin became involved with the  
21 design build project. He stated  
22 that like a conventional project, he  
23 should have been involved at the  
24 beginning. He stated that when he  
25 received all of the drawings, et

1                   cetera, and had discussion of what's  
2                   in and what's out, was a bit of a  
3                   shock. Is it not true that the  
4                   design -- or sorry, that the project  
5                   coordinator does not need to get  
6                   involved with the designs, et  
7                   cetera, since he has no experience  
8                   in recreational facilities? Sprung  
9                   is partnered with performance  
10                  recreation consultants who are the  
11                  experts of these types of  
12                  facilities."

13                  And then the bullet point says:

14                  "We need to understand that in a  
15                  design build, the Town needs to  
16                  provide the desired components and  
17                  the design build team do the rest."

18                  Do you see that?

19                  MR. ED HOUGHTON: I do.

20                  MS. KATE MCGRANN: So there you're  
21                  providing him with the information that you need him  
22                  to be giving to the Commissioner. Is that correct?

23                  MR. ED HOUGHTON: Yes, I was -- I was  
24                  putting down the information that I was asked to put  
25                  down in the memo, yes.

1 MS. KATE MCGRANN: Now, you say that  
2 you spoke with Mr. Scott once. Have I got that right?

3 MR. ED HOUGHTON: That's correct.

4 MS. KATE MCGRANN: You called him to  
5 ask him where his CV was. Is that correct?

6 MR. ED HOUGHTON: That's correct.

7 MS. KATE MCGRANN: Did you discuss  
8 anything else with Mr. Scott when you spoke to him on  
9 the phone, other than where his CV was?

10 MR. ED HOUGHTON: My understanding is,  
11 or my -- my recollection is, is that I called -- I  
12 don't even know if I identified myself. I might have  
13 just said I'm calling on behalf of Mr. Chenoweth.  
14 We're wondering where the -- your CV might be.

15 MS. KATE MCGRANN: And did you discuss  
16 anything else on the phone with him at the time?

17 MR. ED HOUGHTON: No.

18 MS. KATE MCGRANN: Now, we've heard  
19 your evidence that two (2) sentences were removed from  
20 Mr. Scott's report. Can we pull up the EHH188?

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: And can we scroll  
25 down, please. Sorry, can you scroll down to point

1 number 3?

2

3

(BRIEF PAUSE)

4

5

MS. KATE MCGRANN: Okay. Point number

6

4, sorry. My mistake. Scroll down a little bit.

7

This paragraph reads:

8

"The selection and nego --

9

negotiating with a sole-source

10

contractor may have some small

11

risks, so get the most competitive

12

pricing available, but careful

13

selection of the contractor will

14

provide many benefits that far

15

outweigh the risk. Professionals

16

are available to vet costing

17

proposals and generally research is

18

done to ensure the key suppliers and

19

contractor are providing a

20

competitive price."

21

And my understanding of what was

22

removed was --

23

MR. ED HOUGHTON: What you just read.

24

MS. KATE MCGRANN: -- the whole thing.

25

No, up until "competitive price," right?

1 MR. ED HOUGHTON: Yes.

2 MS. KATE MCGRANN: What was retained  
3 was, "Sprung is rep -- recognized as experts," but the  
4 rest of it comes out.

5 MR. ED HOUGHTON: Yeah. The whole  
6 thing you read.

7 MS. KATE MCGRANN: So from "The  
8 selection and negotiating" to the sentence that ends  
9 with "providing a competitive price." Correct?

10 MR. ED HOUGHTON: That's -- that's  
11 what I was asked to remove, yes.

12 MS. KATE MCGRANN: You'll agree with  
13 me that what's described in the two (2) sentences that  
14 removed there, that's exactly what you didn't do on  
15 behalf of the Town when you moved through the summer  
16 of 2012.

17 MR. ED HOUGHTON: To be specific,  
18 again, I did not remove those sentences without  
19 instructions, and I did that and it was based on  
20 instructions that I got.

21 I -- I look at that number 4, and I  
22 wasn't -- and I'm not even that fussed about it. It  
23 just says:

24 "The selection and negotiating with  
25 a sole-source contractor may have

1                   small risks ... but careful  
2                   selection of the contractor will  
3                   provide many benefits."

4                   So again I looked at it from the  
5 perspective that Sprung/BLT were going to be that  
6 contractor, and because again they had said on more  
7 than one (1) occasion that they would love to have  
8 this as a -- as a -- as a showcase for them, that --  
9 that that portion of it was gone.

10                   So I was -- I didn't even read it when  
11 I was asked to remove those sentences, but when I look  
12 at it and I looked at it afterwards when we were  
13 putting this information together for you, it -- it's  
14 not something that I would have been terribly fussed  
15 over.

16                   But I was told at the time that what we  
17 were trying to do was talk about design build based on  
18 what Mr. Martin said, and that it should stay -- it  
19 should stay within the design build realm.

20                   So I didn't question it, I removed it,  
21 and this was all a function of just being able to --  
22 to not -- I was acting as a back office for my legal  
23 counsel, trying to -- to make sure that we're trying  
24 to keep costs in check at the same time.

25                   I -- If I had been told that this was

1 not the correct thing to do, I wouldn't have had  
2 anything to do with it.

3 MS. KATE MCGRANN: Part of the section  
4 that was removed says: "Careful selection of the  
5 contractor will provide many benefits." BLT was  
6 selected from a pool of one (1), correct?

7 MR. ED HOUGHTON: Yes, correct.

8 MS. KATE MCGRANN: This goes on to  
9 say: "Professionals are available to vet costing  
10 proposals." The Town did not retain any professionals  
11 to review or vet the costing proposals that BLT  
12 provided.

13 MR. ED HOUGHTON: That's correct.

14 MS. KATE MCGRANN: This section says:  
15 "Research is done to ensure the key  
16 suppliers and contractors are  
17 providing a competitive price."

18 No such research was done on behalf of  
19 the Town, correct?

20 MR. ED HOUGHTON: That's correct.

21 MS. KATE MCGRANN: This section  
22 highlights steps that the Town did not take before it  
23 signed the contract with BLT, correct?

24 MR. ED HOUGHTON: Well, I -- I think  
25 maybe the second sentence, but I think the first

1 sentence did.

2 MS. KATE MCGRANN: We haven't had the  
3 opportunity to compare the different drafts that we  
4 see being sent in emails. What I'm going to try to do  
5 with you right now is this -- when we do do that  
6 comparison, are we going to see any other changes to  
7 the substance of Mr. Martin's report?

8 MR. ED HOUGHTON: Not that I'm aware  
9 of.

10 MS. KATE MCGRANN: Those are my  
11 questions.

12 THE HONOURABLE FRANK MARROCCO: Mr.  
13 McDowell...?

14 MR. WILLIAM MCDOWELL: Could I just  
15 cover this area here off and then maybe we can break  
16 for lunch at that point? I can tell you --

17 THE HONOURABLE FRANK MARROCCO: I'll  
18 break for -- I'll break for an hour. Go ahead. Let's  
19 finish this off and then --

20 MR. WILLIAM MCDOWELL: Right.

21 THE HONOURABLE FRANK MARROCCO: --  
22 then I'll break for an hour.

23 MR. WILLIAM MCDOWELL: Because I can  
24 tell you that given the thoroughness of Ms. McGrann's  
25 examination, there's a lot that I can stroke out over



1 the lunch hour.

2 THE HONOURABLE FRANK MARROCCO: Please  
3 -- please en -- enjoy the entire lunch break to do  
4 that, but -- but if you want to cover this off before,  
5 that's fine.

6

7 CROSS-EXAMINATION BY MR. WILLIAM MCDOWELL:

8 MR. WILLIAM MCDOWELL: All right. So  
9 we pull up 19 -- EHH192.0003?

10

11 (BRIEF PAUSE)

12

13 MR. WILLIAM MCDOWELL: So this is --  
14 this is your memo to Mr. Scott.

15 MR. ED HOUGHTON: This is the memo  
16 that I was -- sorry. This is the memo I was asked to  
17 put together so that it could -- I mean, we -- we sent  
18 the entire transcript. It was an opportunity for him  
19 to sort of look at this and kind of boil it down, yes.

20 MR. WILLIAM MCDOWELL: Right, but this  
21 memo is intended to focus his thoughts, I take it?

22 MR. ED HOUGHTON: Yes. I -- I believe  
23 so.

24 MR. WILLIAM MCDOWELL: And in saying  
25 to him, for example:

1 "Benefits of design build, including  
2 single source accountability, budget  
3 management, enhanced communications.

4 Can we agree that these were features  
5 of design build that you wanted Mr. Scott to include  
6 in his report?

7 MR. ED HOUGHTON: I would expect that  
8 when -- when it was -- when we put it together like  
9 that, it was like here are some of the things that we  
10 know, not being experts, to con -- to consider. You  
11 can say yes or no or whatever, yes.

12 MR. WILLIAM MCDOWELL: Well, your hope  
13 and expectation is, in making these suggestions to  
14 him, he is going to include them in his report as  
15 favourable features, correct?

16 MR. ED HOUGHTON: I would -- well, I  
17 don't know anything about an expert witness. I -- I  
18 can't -- you know, I'm -- I'm -- I'm thinking that,  
19 again, if -- if we were providing him with this memo,  
20 what we were trying to do was say, here are some of  
21 the thoughts that we have, if you agree, great; if you  
22 don't agree, I mean, you don't -- you don't include  
23 it. We wanted to be thorough.

24 MR. WILLIAM MCDOWELL: Well, let's  
25 keep scrolling down. And you also include evidentiary

1 excerpts so that he has the ammunition at hand to --  
2 to address that, correct?

3 MR. ED HOUGHTON: When you say  
4 evidentiary, you mean like the -- the portions of the  
5 transcript?

6 MR. WILLIAM MCDOWELL: Right.

7 MR. ED HOUGHTON: Yes. We -- again,  
8 what we were trying to do was narrow down so he didn't  
9 have to read through two hundred and eighty-five (285)  
10 pages to find what we were talking about.

11 MR. WILLIAM MCDOWELL: But you sent  
12 him two -- two hundred and eighty-five (285) pages,  
13 right?

14 MR. ED HOUGHTON: We sent both of  
15 them, yes.

16 MR. WILLIAM MCDOWELL: Right. And  
17 then if we keep going. And then you say:

18 "We need to explain."

19 And there's a list.

20 "Performance bonds are not simply an  
21 insurance policy,"

22 And then you address costs. Do you see  
23 that?

24 MR. ED HOUGHTON: "But we need to  
25 explain," yeah.

1 MR. WILLIAM MCDOWELL: Right. So "We  
2 need to explain," you're asking the expert to include  
3 the explanation that you set out below. Is that fair?

4 MR. ED HOUGHTON: Yeah. See, not  
5 knowing -- I thought -- I mean, obviously this is from  
6 not knowing. I thought the expert witness was our  
7 expert witness. I didn't -- you know --

8 MR. WILLIAM MCDOWELL: Well, here --  
9 here's the problem.

10 MR. ED HOUGHTON: No. I accept the  
11 problem. Now I understand --

12 MR. WILLIAM MCDOWELL: No, no. I  
13 mean, like, you're in an unusual position because your  
14 the party who is directly dealing with the expert  
15 witness.

16 MR. ED HOUGHTON: I never -- I never  
17 dealt directly with him, save and except for the call  
18 of asking for the CV.

19 MR. WILLIAM MCDOWELL: Well, yeah, but  
20 you -- you're dealing with him directly here.

21 MR. ED HOUGHTON: Okay. I'm -- this  
22 was in --

23 MR. WILLIAM MCDOWELL: Isn't the  
24 answer to that question "yes"?

25 MR. ED HOUGHTON: Well, yeah. I guess

1 I'm trying to explain that I didn't realize, because  
2 nobody explained to me, that this was not -- was not  
3 the right thing to do.

4 MR. WILLIAM MCDOWELL: All right,  
5 because --

6 MR. ED HOUGHTON: I wouldn't have done  
7 it if --

8 MR. WILLIAM MCDOWELL: It happened, it  
9 happened. It's not the end of the world. But the  
10 problem is that the expert is not your expert. He's  
11 actually the Court's expert. He's -- do you  
12 understand that now?

13 MR. ED HOUGHTON: I -- I totally  
14 accept all that now.

15 MR. WILLIAM MCDOWELL: Right. And so  
16 he's got a duty of independence.

17 MR. ED HOUGHTON: Yes.

18 MR. WILLIAM MCDOWELL: And you now  
19 understand that.

20 MR. ED HOUGHTON: And I thought that  
21 he would still have independence as -- you know, as --  
22 as a -- as somebody that knows what he's -- of what  
23 he's speaking. I completely get that. I wish that --

24 MR. WILLIAM MCDOWELL: Wish that you  
25 knew that before this.

1 MR. ED HOUGHTON: Yeah.

2 MR. WILLIAM MCDOWELL: Yeah. Well,  
3 no, look -- there's lots of lawyers that made the same  
4 mistake. Don't -- what's unusual though is that  
5 you're dealing as the party directly with the expert.  
6 But I won't go through all this with you.

7 The problem is that when I look at  
8 this, if I might say so, it is very expertly done, but  
9 what you're doing is you're giving the expert kind of  
10 a paint-by-numbers guide of what's supposed to go in  
11 this report. You see that?

12 MR. ED HOUGHTON: I -- I see all the  
13 pitfalls of what --

14 MR. WILLIAM MCDOWELL: Right.

15 MR. ED HOUGHTON: -- we did here, yes.

16 MR. WILLIAM MCDOWELL: Right. And the  
17 worry is that by doing this, you have undermined the  
18 independence of the expert.

19 MR. ED HOUGHTON: I -- I -- I accept  
20 that. I mean, I don't know what else I can say except  
21 that I didn't know -- no one -- I mean, two (2) things  
22 I did. I -- I brought my binder in the first time,  
23 thinking I could have that, and -- and this. I didn't  
24 know either of those.

25 MR. WILLIAM MCDOWELL: Right. Right.

1 Well, this -- this part's kind of clear.

2 MR. ED HOUGHTON: Both of them are.

3 MR. WILLIAM MCDOWELL: Right. But --  
4 and then if we look at -- if we scroll -- probably  
5 don't need to scroll down for this.

6 In this note, you ask the expert to  
7 address the question of sole sourcing. Do you recall  
8 that?

9 MR. ED HOUGHTON: I wrote that, yes.

10 MR. WILLIAM MCDOWELL: You wrote that,  
11 okay. And he addressed that in his draft report.

12 MR. ED HOUGHTON: I know.

13 MR. WILLIAM MCDOWELL: Yeah. And it  
14 is clear that the -- that your expert, as you put it,  
15 thought that the Town would negotiate to get the best  
16 possible price, or to get a competitive price.

17 MR. ED HOUGHTON: Maybe he says that.  
18 I don't know. Yeah.

19 MR. WILLIAM MCDOWELL: Yeah. He says  
20 that.

21 MR. ED HOUGHTON: Okay.

22 MR. WILLIAM MCDOWELL: And then you  
23 were acting on instructions when you took those two  
24 (2) sentences out.

25 MR. ED HOUGHTON: Totally.

1 MR. WILLIAM MCDOWELL: Were they the  
2 instructions of Mr. Chenoweth or were they the  
3 instructions of the expert?

4 MR. ED HOUGHTON: I understand that --  
5 am I allowed to talk about Mr. Chenoweth?

6 MR. WILLIAM MCDOWELL: I think so.

7 MR. ED HOUGHTON: I understand that --

8 MR. WILLIAM MCDOWELL: No, but you can  
9 get some -- I think there's waiver over this area  
10 frankly, but --

11 THE HONOURABLE FRANK MARROCCO: I -- I  
12 -- I don't really -- I -- I have a -- I -- I don't  
13 feel it's -- I don't feel it's necessary. I have Mr.  
14 Houghton's evidence that as a result of informa --  
15 conversation he had with Mr. Chenoweth, he removed  
16 these two (2) sentences.

17 MR. WILLIAM MCDOWELL: Okay. That's  
18 fine.

19 THE HONOURABLE FRANK MARROCCO: I -- I  
20 don't need to get into the specifics of --

21 MR. WILLIAM MCDOWELL: Well, neither  
22 do I.

23 THE HONOURABLE FRANK MARROCCO: --  
24 what that conversation sounded like.

25 MR. WILLIAM MCDOWELL: No. Neither do



1 I. I -- I may have missed that that's where the  
2 instruction came from.

3 THE HONOURABLE FRANK MARROCCO: I -- I  
4 think that that was the general tenor of the --

5 MR. WILLIAM MCDOWELL: All right

6 THE HONOURABLE FRANK MARROCCO: -- I  
7 think I'm -- I think that was the wording of it.

8 MR. WILLIAM MCDOWELL: All -- all  
9 right. That's fine.

10 THE HONOURABLE FRANK MARROCCO: And  
11 I'm satis -- I'm satisfied with that. I don't want to  
12 get into it any deeper. It's -- it's too easy to  
13 stray over into something else --

14 MR. WILLIAM MCDOWELL: Sure, sure.

15 THE HONOURABLE FRANK MARROCCO: --  
16 that we really shouldn't get into.

17 MR. WILLIAM MCDOWELL: Right.

18

19 CONTINUED BY MR. WILLIAM MCDOWELL:

20 MR. WILLIAM MCDOWELL: But I guess to  
21 follow up on Ms. McGrann's questions about this, it's  
22 sort of bad luck that the two (2) sentences that come  
23 out refer to steps that the Town should have taken and  
24 did not take.

25 MR. ED HOUGHTON: Yeah. I -- I would

1 agree with the second sentence, yes. And -- and I --  
2 I can honestly tell you, I was sitting in my driveway  
3 when I was asked to remove those. I quickly turned my  
4 computer on, removed it. I didn't know what was  
5 removed until we were asked what was removed and I  
6 looked at it.

7 MR. WILLIAM MCDOWELL: All right.  
8 Just you hadn't turned your mind to it.

9 MR. ED HOUGHTON: No. I hadn't read  
10 it.

11 MR. WILLIAM MCDOWELL: Hadn't read it,  
12 okay.

13 MR. ED HOUGHTON: I mean, this -- this  
14 happened -- this happened so quickly that we didn't  
15 have anybody to be able to put it together. I whole-  
16 heartedly said I can -- I can put a cover page on and  
17 cut and paste, and we did. And then there was a  
18 discussion, I understand, and I was asked to remove  
19 those two (2) sentences.

20 I did finish the report, sent it off to  
21 them. It was all done within a very short period of -  
22 - like within -- like, an hour and a bit.

23 MR. WILLIAM MCDOWELL: Right.

24 MR. ED HOUGHTON: And -- but if -- if  
25 I had known -- like, I knew that you could look at

1 that. I mean, I even made the cover page almost  
2 identical to the OEB -- the lady from the OEB. So it  
3 wasn't like -- I didn't know I was -- like, I was  
4 hiding something.

5 I thought that we're -- we're providing  
6 this information, this guy is an expert, he's going to  
7 -- he's going to either say what he wants to say or  
8 not say, and he did.

9 MR. WILLIAM MCDOWELL: Could we just  
10 pull up EHH188?

11

12 (BRIEF PAUSE)

13

14 MR. WILLIAM MCDOWELL: And look -- go  
15 to paragraph 4. So Ms. McGrann's taken you through  
16 this, but --

17 MR. ED HOUGHTON: Yes.

18 MR. WILLIAM MCDOWELL: -- the point  
19 is, there was negotiation. You've dealt with that.  
20 You have acknowledged that no professional vetted the  
21 costing proposals and so on, right?

22 And my only point to you is that it is  
23 bad luck when you look at this that the sentences that  
24 come out, if the expert had that in his report, it  
25 would have been clear and would have been raised in

1 examinations that this -- these are the steps that he  
2 contemplates being taken, the Town didn't take them.

3                   And I just make that observation, that  
4 you see why it -- it looks unfortunate, but he was  
5 asked to opine on this, he did opine on it, and it  
6 looks like somebody didn't like his opinion and  
7 therefore it came out of the report.

8                   MR. ED HOUGHTON: I absolutely see  
9 what you're -- you're saying. Again, yeah, I'm not  
10 trying -- in no way, shape, or form would I want to,  
11 have you say, that the shou -- shouldn't have been in  
12 there because I, quite frankly, I -- I don't disagree  
13 with what you're saying.

14                   I was told -- we asked about design  
15 build. This is about sole sourcing, removed. And I  
16 gave full disclosure on whatever day that was that we  
17 -- I even remember the number. It was number 4 in the  
18 first -- first two (2) sentences. I said that. It  
19 was about sole sourcing. I -- I've been totally up-  
20 front. Like, I get what you're saying.

21                   MR. WILLIAM MCDOWELL: Well you've got  
22 an admirable memory. That's one (1) of the things  
23 that I've picked up from all this.

24                   Just a couple of questions; really one  
25 (1) question. The lady from the OEB, sort of a

1 shadowy figure in my notes, just who is that? Who --

2 THE HONOURABLE FRANK MARROCCO: It's  
3 the expert witness that testified for -- that's who I  
4 assumed everybody's -- you were referring to.

5 MR. WILLIAM MCDOWELL: Oh, from Phase  
6 1.

7 THE HONOURABLE FRANK MARROCCO: From  
8 Phase 1. I -- I didn't take the witness to be  
9 indicating that someone from the -- there was a woman  
10 from the OEB who was part of Mr. Chenoweth and his  
11 discussions dealing with the report.

12 MR. WILLIAM MCDOWELL: Thank heavens.  
13 I've been lying awake.

14

15 CONTINUED BY MR. WILLIAM MCDOWELL:

16 MR. WILLIAM MCDOWELL: The other  
17 question is, Mr. Dempsey, some of the stuff -- he's  
18 involved in getting the expert, right? He identifies  
19 the expert to you. Is that right?

20 MR. ED HOUGHTON: No, he did not  
21 identify him to me.

22 MR. WILLIAM MCDOWELL: To Mr.  
23 Chenoweth?

24 MR. ED HOUGHTON: That's correct.

25 MR. WILLIAM MCDOWELL: Okay. But then

1 he gets -- he gets the CV of Mr. Scott at some point.

2 MR. ED HOUGHTON: For whatever reason,  
3 he was -- he was supposed to send this information to  
4 Mr. Chenoweth.

5 MR. WILLIAM MCDOWELL: Right.

6 MR. ED HOUGHTON: He sent -- he sent  
7 the -- the -- the information to Mr. Chenoweth, but  
8 for whatever reason, the -- the CV went to Mr.  
9 Dempsey, and I'm not sure why that happened. So it  
10 was -- I -- I actually said it was at night, but I was  
11 wrong.

12 When I looked at it -- and because I'm  
13 -- I'm literally Mr. Chenoweth's assistant about  
14 getting -- doing stuff and getting stuff, he said to  
15 me, your task today while I'm at court is to find out  
16 where the CV is. I did.

17 MR. WILLIAM MCDOWELL: All right. And  
18 then did Mr. Dempsey also get a draft of the report?

19 MR. ED HOUGHTON: He -- there -- there  
20 was a couple of copies. I think -- I think I -- I  
21 think I may have sent it to him as well. Actually I -  
22 - I know that there was a copy to Mr. Dempsey about  
23 something.

24 MR. WILLIAM MCDOWELL: Yes.

25 MR. ED HOUGHTON: But I don't remember

1 what that was of.

2 MR. WILLIAM MCDOWELL: And you -- and  
3 he had no communication with you about the contents of  
4 the report?

5 MR. ED HOUGHTON: He -- I -- I have  
6 not spoken to Mr. Dempsey about it at all.

7 MR. WILLIAM MCDOWELL: And --

8 MR. ED HOUGHTON: And, quite frankly,  
9 when I called Mr. Dempsey, I said I understand that  
10 you have the CV, could you please forward it to me.  
11 He said, yeah, do it right now, and he just flipped it  
12 to me with no comments or anything.

13 MR. WILLIAM MCDOWELL: Okay. And do  
14 you know whether Mr. Scott had any discussion with Mr.  
15 Dempsey about the contents of the report?

16 MR. ED HOUGHTON: No clue.

17 MR. WILLIAM MCDOWELL: All right,  
18 Commissioner, those are my questions in this area.

19 THE HONOURABLE FRANK MARROCCO: Thank  
20 you. We'll take an hour for lunch.

21

22 --- Upon recessing at 12:52 p.m.

23 --- Upon resuming at 1:55 p.m.

24

25 CONTINUED BY MR. WILLIAM MCDOWELL:

1 MR. WILLIAM MCDOWELL: Mr. Houghton,  
2 just before we leave this question and the expert  
3 report, there -- there was one (1) thing I forgot to  
4 ask you, and that is in your memo to Mr. Scott, you  
5 made a number of statements that were critical of Ron  
6 Martin.

7

8 (BRIEF PAUSE)

9

10 MR. ED HOUGHTON: Critical or stating  
11 what he had said?

12 MR. WILLIAM MCDOWELL: Stating what he  
13 had said and --

14 MR. ED HOUGHTON: Yes.

15 MR. WILLIAM MCDOWELL: -- and  
16 suggesting that what he had said might be the subject  
17 of criticism. Is that fair?

18 MR. ED HOUGHTON: I -- yes. Okay.  
19 Yeah.

20 MR. WILLIAM MCDOWELL: And I -- I  
21 guess I'm curious about why you wanted to call an  
22 expert on that issue when, after all, it's you who  
23 assigned Mr. Martin to the role that he -- that he  
24 took.

25 MR. ED HOUGHTON: You're making the



1 assumption that I wanted to do that.

2 MR. WILLIAM MCDOWELL: Okay, well,  
3 fair enough. Fair enough. I think I'd better drive  
4 past that, then.

5

6 (BRIEF PAUSE)

7

8 MR. ED HOUGHTON: I had a different  
9 opinion.

10 MR. WILLIAM MCDOWELL: M-hm?

11 MR. ED HOUGHTON: I had a different  
12 opinion.

13 MR. WILLIAM MCDOWELL: I think I'd  
14 better keep driving.

15

16 (BRIEF PAUSE)

17

18 MR. WILLIAM MCDOWELL: All right. And  
19 I -- I appreciate that clarification.

20 Now again, I have -- I have a few spots  
21 I wanted to ask you about, about the process.

22 Can we pull up the purchasing bylaw,  
23 which I think is TOC517154?

24

25 (BRIEF PAUSE)

1 MR. WILLIAM MCDOWELL: And then if we  
2 scroll down to -- keep going.

3

4 (BRIEF PAUSE)

5

6 MR. WILLIAM MCDOWELL: Okay. So there  
7 we are, 2.1.

8

9 (BRIEF PAUSE)

10

11 MR. WILLIAM MCDOWELL: This sets out  
12 the general rule that there's going to be tendering.

13 Is that fair?

14 MR. ED HOUGHTON: Yes.

15 MR. WILLIAM MCDOWELL: And if we keep  
16 going down.

17

18 (BRIEF PAUSE)

19

20 MR. WILLIAM MCDOWELL: Okay, hold on  
21 for a second.

22

23 (BRIEF PAUSE)

24

25 MR. WILLIAM MCDOWELL: And then keep

1 going up. I think it -- is it 6.3?

2

3 (BRIEF PAUSE)

4

5 MR. WILLIAM MCDOWELL: Sorry, keep  
6 scrolling up. No, sorry, the other direction. I  
7 apologize.

8

9 (BRIEF PAUSE)

10

11 MR. WILLIAM MCDOWELL: All right. So  
12 -- and let's just go down. I just wanted to catch the  
13 beginning of -- sorry, stop. Keep -- I wanted to get  
14 (a) as well, sorry.

15 So this sets out the sole sourcing set  
16 of exam -- examples.

17 "Circumstances may arise where  
18 competitive tendering is  
19 undesirable, and the pro -- proposed  
20 procurement excluded from the  
21 requirement to obtain competitive  
22 bids or were in direct negotiations  
23 are appropriate, provided that" --

24 And then there are a couple of  
25 exceptions. And then they go down. Sub (a) is the

1 emergency one, and then sub (b), so this is 6.7(b):

2 "Conditions may dictate the conduct  
3 of negotiations for the acquisition  
4 of goods provided that the clerk has  
5 received either verbal or written  
6 authorization prior to the start of  
7 negotiations with any supplier.  
8 Negotiations may be authorized when  
9 any of the following conditions  
10 apply."

11 So the one that seems to have been  
12 relied upon is sub (b), where there is only one (1)  
13 known source for the goods or services, (sole source).

14 You see that?

15 MR. ED HOUGHTON: I do.

16 MR. WILLIAM MCDOWELL: So there's a  
17 question as we go into this, which is: what are the  
18 goods that we're talking about? And to illustrate  
19 this, let's go to TOC600353.

20

21 (BRIEF PAUSE)

22

23 MR. WILLIAM MCDOWELL: So again, this  
24 is the Whistler study. And it's 2015. So it's  
25 several years after the fact.

1 But if we scroll up.

2

3 (BRIEF PAUSE)

4

5 MR. WILLIAM MCDOWELL: Go to the first  
6 section, the overview.

7

8 (BRIEF PAUSE)

9

10 MR. WILLIAM MCDOWELL:

11 "The purpose of the study is to  
12 investigate the capital and  
13 operational costs for a potential  
14 new indoor multiuse sport facility  
15 located in Whistler."

16 So if we're thinking about Collingwood  
17 and its problem with the need to cover an ice surface,  
18 or create a new surface, and cover the pool, aren't  
19 the goods in question just the means to do that?

20 MR. ED HOUGHTON: Sorry. I'm not sure  
21 if I follow.

22 MR. WILLIAM MCDOWELL: Well, if we go  
23 to Whistler, so Whistler's got a -- a very similar  
24 problem. We have a soccer field. We can't use it  
25 for, let's say, seven (7) months of the year. So we

1 want to find some way of covering that.

2                   If you say we want to cover it by  
3 getting an -- an indoor multiuse sport facility,  
4 that's one (1) way of defining the goods. Another way  
5 of defining the goods is to say no, no, no. It has to  
6 be a fabric structure, or it has to be an  
7 architectural membrane.

8                   And I just want to ask you about this,  
9 because if we look at the -- the purchasing bylaw, how  
10 we think of what the goods are becomes really  
11 important, because if the goods are generically a way  
12 of covering a pool and a rink, then there isn't just  
13 one (1) supplier of that.

14                   Could we agree on that?

15                   MR. ED HOUGHTON: You're talking the -  
16 - there was different construction types? Is that  
17 what you mean?

18                   MR. WILLIAM MCDOWELL: Right.

19                   MR. ED HOUGHTON: Okay.

20                   MR. WILLIAM MCDOWELL: Right. So in  
21 the end -- and I'm not suggesting this is just you,  
22 but in the end, staff seem to have persuaded  
23 themselves that there was only one (1) supplier of the  
24 goods, because they'd persuaded themselves that the  
25 goods were an architectural membrane, when in fact, I

1 -- I guess it's a matter for submissions, ultimately.  
2 The goods are really just different ways of covering  
3 the rink and the pool, aren't they?

4 MR. ED HOUGHTON: Can I break it down  
5 a little bit so I can --

6 MR. WILLIAM MCDOWELL: Absolutely.

7 MR. ED HOUGHTON: -- totally  
8 understand? You -- you're talking about that staff  
9 had convinced themselves that -- that the Sprung type  
10 technology was the only one (1) of fabric, and you're  
11 suggesting that -- that again, there's reengineered  
12 steel, or whatever is the other part -- is -- and  
13 that's the other good?

14 MR. WILLIAM MCDOWELL: That's  
15 potentially another good, yes.

16

17 (BRIEF PAUSE)

18

19 MR. ED HOUGHTON: I don't -- I don't -  
20 - I -- I don't -- I'm not following the connection. I  
21 --

22 MR. WILLIAM MCDOWELL: Well, the  
23 problem is that if you set out to define something  
24 really particularly, then you narrow the field of what  
25 you're going to consider.

1 MR. ED HOUGHTON: And I -- and I don't  
2 think that there was any intent to narrow the field,  
3 per se.

4 MR. WILLIAM MCDOWELL: Right.

5 MR. ED HOUGHTON: I think that -- and  
6 I've never really had a chance to sort of say, but if  
7 you -- if you think about what I thought, and I'm just  
8 going to only just talk about me right now, that the  
9 Council resolution was pretty prescriptive for the  
10 pool, thou shalt kind of thing, fabric building. We  
11 looked at it. We felt that the Sprung answered that  
12 question. Check.

13 The -- the other one, we felt that --  
14 and there was a whole bunch of considerations in the  
15 mix, right? There's, you know, let's kind of keep it  
16 -- let's make sure that whatever we do, we protect the  
17 ball diamonds and the other assets. Check.

18 Let's -- let's make sure that we can  
19 twin it without creating any issues for the other ball  
20 diamonds and assets. Check.

21 Let's -- let's be respectful of the  
22 fact that a number of people put together the Central  
23 Park Steering Committee report, and that this may not  
24 be the end, but the means to the end. And would a  
25 Sprung type building be the best ends to the mean --



1 MR. WILLIAM MCDOWELL: Other way  
2 around.

3 MR. ED HOUGHTON: -- means to the end,  
4 sorry -- where it could potentially be repurposed or  
5 sold. And I know that, you know, that doesn't maybe  
6 happen every day, but that was part of the thinking.

7 So that if you were to -- if you wanted  
8 to build the multiuse facility in that location,  
9 albeit it would have to be somewhat altered and  
10 changed because of the location we put in that far --  
11 excuse me -- southeast corner, but at the same time,  
12 then you wouldn't -- be better not to connect it to a  
13 heritage building, which was the curling club.

14 But those -- those were the -- kind of  
15 the thoughts that came into it. So I don't think that  
16 -- I don't think that any -- at any point in time, we  
17 -- we tried to besmirch any other technology, but it  
18 appeared like, when Mr. McNalty finished his -- his  
19 review of the numbers, that it -- the Sprung was  
20 significantly cheaper. That's -- and that's kind of  
21 where we went with that.

22 MR. WILLIAM MCDOWELL: Okay, let me --  
23 just because we're here in this report, could we put -  
24 - go to 4.1 within this report.

25

1 (BRIEF PAUSE)

2

3 MR. WILLIAM MCDOWELL: All right. So  
4 these are the different options. So go to 4.2.

5

6 (BRIEF PAUSE)

7

8 MR. WILLIAM MCDOWELL: So we get into  
9 this comparison in this report, which is in some ways  
10 peculiar to Whistler, because of the amount of snow.  
11 So there's a discussion in the second paragraph, at  
12 the end of the second paragraph:

13 "Manufacturers claim the outer skin  
14 can last over twenty (20) years, but  
15 in most cases, partial or whole re-  
16 skinning is required between ten  
17 (10) and fifteen (15) years."

18 Do you see that?

19 MR. ED HOUGHTON: I read that in this  
20 report, yes.

21 MR. WILLIAM MCDOWELL: Right. And  
22 again, without being unduly critical, because a lot of  
23 this thinking was delegated by you, that's the kind of  
24 information that no one went looking for, to look at  
25 what the actual performance was of Sprung buildings?

1 MR. ED HOUGHTON: I believe at the  
2 time, they were telling us that there was actually a  
3 warranty, a full warranty up to twenty (20) years.

4 MR. WILLIAM MCDOWELL: Well, I won't  
5 take the time to go into the warranty, but it's a  
6 little more complicated than that. But --

7 MR. ED HOUGHTON: War -- and  
8 warranties are, yes.

9 MR. WILLIAM MCDOWELL: Right. So then  
10 going to the third paragraph, there is a statement  
11 about being highly susceptible to vandalism, usually  
12 requiring a perimeter chain-link fence.

13 Do you see that?

14 MR. ED HOUGHTON: I -- I -- again, I'm  
15 reading what this person's saying.

16 MR. WILLIAM MCDOWELL: Right. And you  
17 did turn your minds to that, and you decided that on  
18 the odds, vandalism in Collingwood, or in that part of  
19 Collingwood, wasn't a big deal?

20 MR. ED HOUGHTON: Yeah, but as I --  
21 I'd mentioned, they'd said that in twelve thousand  
22 (12,000) buildings, they have installed -- less than 5  
23 percent of those buildings, they've installed the  
24 Sprung shield.

25 And that -- that -- it's -- again, the

1 comment was made, it's not downtown Detroit. Low  
2 vandalism. And again, any -- you can break into any  
3 building.

4 The one (1) thing that was always --  
5 also attractive was graffiti, where graffiti is very  
6 easily rubbed off this, where it's not on a steel  
7 fabricated building, those kinds of things.

8 So I -- I read what this person's  
9 saying. It's not -- it's not kind of in keeping with  
10 what I was -- I remember from back then.

11 MR. WILLIAM MCDOWELL: All right. And  
12 then could we go to 4. -- I -- I think it was 4.3 --  
13 sorry, 4.4.

14

15 (BRIEF PAUSE)

16

17 MR. WILLIAM MCDOWELL: So the second  
18 paragraph:

19 "Pre-engineered metal buildings are  
20 far more durable than any fabric  
21 building, but the pre -- price leap  
22 upward is significant. That said,  
23 the PEMB could be expected to last  
24 two (2) to three (3) times longer  
25 than a fabric building in total

1 building life, with lower and fewer  
2 capital upgrades during the years of  
3 operation."

4 So -- so I take it that nobody explored  
5 that question, which is, there might be a price  
6 difference, but there is a difference -- or there  
7 might be a difference in the longevity of the  
8 buildings?

9 MR. ED HOUGHTON: Again, we have been  
10 told that -- that the aluminum structure is virtually  
11 indestructible.

12 MR. WILLIAM MCDOWELL: M-hm.

13 MR. ED HOUGHTON: So I -- I don't buy  
14 what this gentleman's saying.

15 The -- the membrane may need to be  
16 replaced, but so does a, you know, a built up roof on  
17 a -- on a flat roof building, or those kinds of things  
18 --

19 MR. WILLIAM MCDOWELL: M-hm.

20 MR. ED HOUGHTON: -- about it -- about  
21 the same time. There -- it may be more -- slightly  
22 more costly, but there's also -- from the energy  
23 perspective, which -- I mean, if you were to do a  
24 complete analysis, I -- I think it would be an  
25 interesting thing to do.

1                   But yes, I -- I don't -- again, don't  
2 quite buy what this gentleman is saying, but I  
3 understand what you're -- you're pointing out to me.

4                   MR. WILLIAM MCDOWELL:    Right.  And  
5 really, the broader point is you didn't -- you --  
6 Collingwood didn't retain an expert to do this kind of  
7 comprehensive side-by-side analysis?

8                   MR. ED HOUGHTON:    You're -- you're  
9 correct.  And again, Council wanted deliverables in  
10 this term, and they were also not big on hiring  
11 consultants and things.

12                   MR. WILLIAM MCDOWELL:    Well --

13                   MR. ED HOUGHTON:    And I think that I  
14 was even a party to that, where I was -- I think  
15 that's why I stayed longer than I should have stayed,  
16 because I was free.

17                   MR. WILLIAM MCDOWELL:    Lesson learned,  
18 I take it.

19

20   (BRIEF PAUSE)

21

22                   MR. WILLIAM MCDOWELL:    In hindsight,  
23 do I take it that you would not have agreed to take on  
24 this extra job, given everything else you had on your  
25 plate?

1 MR. ED HOUGHTON: Excuse me. That was  
2 just me clearing my throat, there, a second ago.

3

4 (BRIEF PAUSE)

5

6 MR. ED HOUGHTON: I was very proud of  
7 the work that I did in Collingwood. I received awards  
8 for my volunteerism, Order of Collingwood, all of  
9 those kinds of things, the provincial volunteerism  
10 award, the highest award that's given to a water  
11 professional in North America on an annual basis.

12 I was proud of what I was doing. I  
13 literally did not think, when I accepted to do it for  
14 a couple months, that this would ever happen. And --  
15 and the -- my focus, I tried my best to have the focus  
16 on everything so that nothing fell through the cracks.  
17 I -- I tried to be respectful of the fact that I was  
18 in in-kind service to the Town of Collingwood. I  
19 tried to make sure that everything I did was for all -  
20 - for -- for the benefit of the community.

21 MR. WILLIAM MCDOWELL: Right, but it  
22 was -- it's really a simple point. Looking at it in  
23 hindsight, this was too much for you to take on?

24 MR. ED HOUGHTON: Yes.

25

1 (BRIEF PAUSE)

2

3 MR. WILLIAM MCDOWELL: Now I just  
4 wanted to ask you a couple of questions about the  
5 development of momentum for the idea of the Sprung  
6 structure.

7 So if we look at paragraph 161 of the  
8 Foundation Document.

9

10 (BRIEF PAUSE)

11

12 MR. WILLIAM MCDOWELL: So scroll up  
13 towards, you know, 158 or so.

14 So you get the information from  
15 Mr. Mills. You send it on to Mr. Lloyd. Go to 159.

16 Rick Lloyd then makes the request to  
17 get a price for the Sprung buildings, and I won't take  
18 you through it, but there are -- there are a bunch of  
19 email response to this, and there -- there's  
20 enthusiasm from a number of councillors. Right?

21 MR. ED HOUGHTON: That's correct.

22 MR. WILLIAM MCDOWELL: Right. And I  
23 guess there a couple of issues with this. One is that  
24 Council had deputed you and staff to look at options.  
25 Right?



1 MR. ED HOUGHTON: Deputed?

2 MR. WILLIAM MCDOWELL: Requested.

3 MR. ED HOUGHTON: Okay. After the  
4 June 11th, you mean?

5 MR. WILLIAM MCDOWELL: Correct.

6 MR. ED HOUGHTON: Yes.

7 MR. WILLIAM MCDOWELL: And so staff  
8 were going to research options. Right? That was the  
9 idea?

10 MR. ED HOUGHTON: I -- my  
11 understanding was that when we came back on the 16th  
12 of July, we -- we provided a presentation of what was  
13 the original Central Park resolutions that had been  
14 passed and not passed and deferred and that there was  
15 a host of other options.

16 And -- and as you could see from the  
17 emails, there was the option at (a) which would kind  
18 of carry -- carry on down the path of the Central Park  
19 Steering Committee and (b) which would be sort of all  
20 these others.

21 I -- I didn't have a -- I didn't have a  
22 great deal of -- of input to any of that stuff at that  
23 point in time.

24 MR. WILLIAM MCDOWELL: Right. And I'm  
25 not actually in July yet, but if we look at the way

1 that this is unfolding as part as the public knows,  
2 you had this retreat. You're then going to look at  
3 options.

4                   Then Rick Lloyd goes to Saskatoon, and  
5 he finds this structure -- this idea. He sends an  
6 email. There's a lot of buy-in to his email, and he's  
7 kind of gotten in front of the process of looking at  
8 options.

9                   MR. ED HOUGHTON:    Yeah. I don't know  
10 if it was -- I don't -- I don't recollect them saying  
11 for us to look at options at that point in time.

12                   I think what they were doing was to --  
13 to identify options that would be available to them.  
14 It wouldn't -- it wasn't -- I don't think it was --  
15 like I don't think that there was any investigation or  
16 looking into, you know, option number 3 on that list  
17 kind of thing.

18                   MR. WILLIAM MCDOWELL:   Well, in the --  
19 the paper coming out of the retreat says what it says  
20 and can move on.

21                   MR. FREDERICK CHENOWETH:   Your Honour,  
22 I just have a little trouble by the word "retreat."  
23 That's not in keeping with the evidence as I  
24 understand it. The June 11th meeting was a -- an open  
25 and public meeting.

1 MR. WILLIAM MCDOWELL: That's fair.

2 THE HONOURABLE FRANK MARROCCO: Okay.

3 Thank you, Mr. Chenoweth.

4

5 CONTINUED BY MR. WILLIAM MCDOWELL:

6 MR. WILLIAM MCDOWELL: Mr. Chenoweth

7 would prefer "advance," I guess, to "retreat" but...

8 So -- and if I can just ask a couple of

9 questions if we go to paragraph 241 of the Foundation

10 Document.

11 This is Deputy Mayor Rick Lloyd on July

12 16th indicating -- I may have the wrong spot, but at

13 July 16th, it -- Deputy Mayor Rick Lloyd says:

14 "I really would like to work with

15 staff and our CAO to come up with an

16 alternative."

17 You're not seeing that there, I don't

18 think, but --

19 MR. ED HOUGHTON: No.

20 MR. WILLIAM MCDOWELL: I'm in the

21 wrong spot. But that was -- keep -- keep going down.

22 Sorry.

23

24 (BRIEF PAUSE)

25

1 MR. ED HOUGHTON: I understand what  
2 you -- what your --

3 MR. WILLIAM MCDOWELL: Right.

4 MR. ED HOUGHTON: Yeah.

5 MR. WILLIAM MCDOWELL: Okay. And  
6 isn't the way the process is supposed to work that  
7 Council says we want to examine the idea of covering  
8 the rink and covering the pool.

9 And we want staff to give us advice as  
10 to the options or the different ways that we might  
11 proceed. And the staff acts independently in giving  
12 that advice?

13 MR. ED HOUGHTON: Are you suggesting  
14 that's a -- a different approach?

15 MR. WILLIAM MCDOWELL: Right.

16 MR. ED HOUGHTON: That's -- that is a  
17 different approach to what happened.

18 MR. WILLIAM MCDOWELL: A different  
19 approach to what happened. Have you heard the phrase,  
20 fearless advice and flawless execution?

21 MR. ED HOUGHTON: No.

22 MR. WILLIAM MCDOWELL: Okay. That's  
23 a -- that's a phrase that when I worked in Ottawa, I  
24 would hear this phrase that this is the way that  
25 public servants is supposed to operate, that they give

1 completely unvarnished advice, advantages,  
2 disadvantages, and then they're given direction.  
3 We've heard your advice; here's what we want you to  
4 do.

5                   But you don't intermingle political  
6 considerations from the legislators with the advice  
7 that's being given by the public servants. Isn't that  
8 your understanding of the way it's supposed to work?

9                   MR. ED HOUGHTON:    In a small  
10 community, it does have -- I mean, it's not one size  
11 fits all kind of thing. In a small community, the  
12 Council members are significantly more involved than -  
13 - than in larger communities.

14                   And -- and that might be from a  
15 bureaucracy perspective, that may be in a larger  
16 municipality, as I think that even we heard Marta say  
17 something like her Toronto or somebody had made that  
18 comment in her Toronto bureaucracy or whatever.

19                   In a smaller community, you -- there's  
20 less bureaucracy from that perspective, like that  
21 there's less so called red tape in getting to the  
22 issue and getting to a resolution.

23                   MR. WILLIAM MCDOWELL:   Right. But  
24 here's the problem. So staff are putting together  
25 their advice in a draft staff report. And the advice

1 includes things such as there is no pool in Ontario  
2 that is covered by a Sprung structure, and that's  
3 something that is relevant for them to know.

4 MR. ED HOUGHTON: Yes.

5 MR. WILLIAM MCDOWELL: Yeah. And the  
6 reaction of Mr. Lloyd, the politician, is, well, we  
7 don't want to tell them that; just say there are all  
8 kinds of pools elsewhere in North America that have  
9 got Sprung structures. That -- that's what he said,  
10 in essence.

11 MR. ED HOUGHTON: Yes.

12 MR. WILLIAM MCDOWELL: Right. And the  
13 problem with that is that, you know, that's coloring  
14 the unbiased advice that -- that staff are giving on  
15 an important point.

16 MR. ED HOUGHTON: Yes. And I don't  
17 know -- honestly, I don't know why it was removed,  
18 whether I spoke to somebody or somebody else to  
19 somebody or Rick spoke to somebody. I don't know.

20 MR. WILLIAM MCDOWELL: But it looks  
21 like he's the author of the idea of removing it.

22 MR. ED HOUGHTON: Well, he suggested  
23 it.

24 MR. WILLIAM MCDOWELL: Right. And  
25 similarly, the phrase, which I think is standard for

1 staff reports and the whole governance should Council  
2 decide to proceed, he wants that phrase out because he  
3 takes it as a given that Council will proceed.

4 MR. ED HOUGHTON: I -- I think  
5 there's -- there's many staff reports that would say  
6 that, or there's many staff reports that would say --  
7 more direct as well. I think there's both -- both  
8 ways, certainly in Collingwood for sure.

9 MR. WILLIAM MCDOWELL: Right. And  
10 what I'm -- what I'm coming to all of this is that  
11 when Rick Lloyd says, I would like to help, and his  
12 help, as it turns out, wasn't all that helpful because  
13 what he's doing -- I mean, he's kind of the genre de  
14 peau of this project -- we gotta get this thing  
15 covered, and we gotta do it now. And his help is  
16 simply to build the case for Sprung to be the -- the  
17 preferred option.

18 MR. ED HOUGHTON: I like the idea of  
19 Council not being involved, I think, as they've --  
20 they've evolved here to that. I think that was a wise  
21 move.

22 MR. WILLIAM MCDOWELL: Right. And  
23 then when he raised this idea in the Council meeting  
24 of July 16th that he wanted to be involved and he  
25 wanted to help -- to make the point that nobody

1 objected.

2 MR. ED HOUGHTON: That's correct.

3 MR. WILLIAM MCDOWELL: Right. And

4 Ms. Proctor says, well, you were the senior public  
5 servant in Town. You know, you should have objected.

6 That was part of your job to object and to protect the  
7 public servants, if you will.

8 MR. ED HOUGHTON: She said that about  
9 me?

10 MR. WILLIAM MCDOWELL: Yes.

11 MR. ED HOUGHTON: She was the one who  
12 spoke, 'cause at July 16th, this was her report, and  
13 she said, I may have a little concern.

14 Honestly if she had been more  
15 demonstrative about it, if she had spoke up and said I  
16 need time -- I'm going to be away for three (3) weeks  
17 out of the next five (5) that you're asking for --  
18 there may have been something significantly different.

19 MR. WILLIAM MCDOWELL: Well, that's  
20 a --

21 MR. ED HOUGHTON: She didn't -- she  
22 didn't do that though.

23 MR. WILLIAM MCDOWELL: Right. That's  
24 on the timing. But in the question of Rick Lloyd's  
25 involvement, her position was -- and I think Ms. --



1 Ms. Leonard's position also was, somebody should have  
2 objected, and you were that somebody.

3 MR. ED HOUGHTON: Okay. I didn't hear  
4 them say that, but they blame me for a lot of things.

5 MR. WILLIAM MCDOWELL: Now, I know  
6 that you -- you put a lot of emphasis on the word  
7 "acting" but --

8 MR. ED HOUGHTON: Well, it -- 'cause  
9 that's what -- it was only supposed to be for such a  
10 short period of time, and we never got anything too  
11 formal. I didn't -- I didn't implement process. I  
12 didn't implement new policy. I didn't do any of those  
13 things because I thought I was going to be gone soon.

14 MR. WILLIAM MCDOWELL: Right. But the  
15 acting colonel is still the colonel. Right? So --

16 MR. ED HOUGHTON: The acting colonel  
17 is doing that job full time. This -- this acting  
18 colonel was not.

19 MR. WILLIAM MCDOWELL: Right. So it  
20 was mostly acting then, not -- I'm kidding.

21 But -- but it -- I mean, it's a small  
22 point, but do you think that it was your -- part of  
23 your job to say, hang on, we're better off not having  
24 the politicians involved in this analysis.

25 MR. ED HOUGHTON: Honestly? I -- I

1 can -- I did not think about it at that point in time.  
2 I did not -- Council was involved, especially the  
3 deputy mayor on many, many, many files. Maybe I was  
4 just more accustomed to it.

5 MR. WILLIAM MCDOWELL: Right.

6 MR. ED HOUGHTON: And...

7 MR. WILLIAM MCDOWELL: Right. And  
8 you've given -- we won't spend time on it, but you've  
9 given examples of public works instances where the  
10 politicians would be involved --

11 MR. ED HOUGHTON: Well --

12 MR. WILLIAM MCDOWELL: -- and  
13 certainly, we've heard that evidence.

14 MR. ED HOUGHTON: Yeah. And he -- he  
15 was very much involved.

16

17 (BRIEF PAUSE)

18

19 MR. WILLIAM MCDOWELL: And then just a  
20 very few questions about the staff report itself, if  
21 we go to paragraph 403 of the Foundation Document.

22

23 (BRIEF PAUSE)

24

25 MR. WILLIAM MCDOWELL: So this is the

1 email from Ms. Leonard on August 23rd in the evening  
2 and you see that Ms. Leonard says:

3 "We supplied our wish list to BLT  
4 Sprung, and they were aware that  
5 they were competing against two (2)  
6 other forms of construction."

7 So this point makes its way into the  
8 final staff report. Correct?

9 MR. ED HOUGHTON: That's correct.

10 MR. WILLIAM MCDOWELL: And I've heard  
11 your evidence that in discussions with BLT Sprung or  
12 discussions with Sprung, Sprung may have been aware  
13 that, in fact, there were other -- other forms of  
14 construction being considered? Correct?

15 MR. ED HOUGHTON: Yeah. And I  
16 think -- now, I think that this kind of gives the  
17 example that -- that Marjory thought -- at least at  
18 this time, Marjory thought that they -- that they were  
19 aware as well.

20 MR. WILLIAM MCDOWELL: Right. But  
21 just -- there's no document that I've seen anywhere  
22 that suggests that they were aware that they were in  
23 competition with other forms of construction.

24 MR. ED HOUGHTON: No. It would have  
25 been verbal. You're right.

1 MR. WILLIAM MCDOWELL: And then:

2 "Nobody possesses the Tedlar  
3 technology."

4 I think that's the word you were  
5 looking for yesterday, and this is the -- kind of the  
6 hard membrane?

7 MR. ED HOUGHTON: I think -- well --  
8 and I think Marjory said that she added this.

9 MR. WILLIAM MCDOWELL: Right.

10 MR. ED HOUGHTON: But -- like, she  
11 said, I dictated everything else, but she added this,  
12 but -- I disagree with that -- but Tedlar, I -- I  
13 believe, is what they kind of call the way they  
14 combine the exterior or the interior, the insulation,  
15 the connection points, the stretching points, all of  
16 that. I think that's what they call it.

17 MR. WILLIAM MCDOWELL:

18 "Nobody else can prove that they  
19 have done this type of construction  
20 without collapse."

21 You see that.

22 MR. ED HOUGHTON: Yes.

23 MR. WILLIAM MCDOWELL: It's an  
24 important point, right?

25 MR. ED HOUGHTON: Yes.

1 MR. WILLIAM MCDOWELL: But my problem  
2 with this is nobody else was asked.

3 MR. ED HOUGHTON: Nobody else where?

4 MR. WILLIAM MCDOWELL: Well, you know,  
5 Ameresco, you had some discussions with, but they  
6 never got far enough in the process where they were  
7 asked to pitch, to make a bid, where they would have  
8 provided information about this kind of thing.

9 MR. ED HOUGHTON: Well, I -- that's  
10 where, I think -- I mean, the Deputy Mayor met with  
11 Ameresco four (4) times. The former CAO met with  
12 Ameresco once. The -- the -- the Mayor met with  
13 Ameresco twice. I -- I believe Councillors Hull and  
14 Councillor West met with Ameresco twice. They made  
15 the presentation to Council.

16 The reality was they were just doing an  
17 alternative to the Central Park Steering Committee  
18 full plan, which, quite frankly, had some really nice  
19 attributes to it. You know, there was some really  
20 interesting things to it. But it was 27 or \$30  
21 million. It was also going to -- to -- to displace  
22 the ball diamonds and those kinds of things.

23 And when they talked about the pricing,  
24 they talked about the fact that -- and he -- he  
25 actually did a -- a bit of a -- you know, I wish that

1 my boss was here, or whoever it was, because he said  
2 he would know. But you're -- you're probably going to  
3 pay two (2) or three (3) points more than what you  
4 could get at Infrastructure Ontario.

5 So the -- the -- they -- they're not --  
6 to me, it's not even an apples-to-apples at this  
7 point.

8 MR. WILLIAM MCDOWELL: Right. But  
9 here -- here's the thing. Mr. Miceli of Ameresco --

10 MR. ED HOUGHTON: M-hm.

11 MR. WILLIAM MCDOWELL: -- after the  
12 contract is awarded, Mr. Miceli writes a letter, and  
13 we'll come to it. But in the letter, he says, look,  
14 if we had known that you were moving completely away  
15 from the Central Park proposal and you wanted to cover  
16 the rink, you wanted to cover the pool, you should  
17 have had an RFP, because then we could have responded  
18 to that. You're aware that he said that, right?

19 MR. ED HOUGHTON: I am now.

20 MR. WILLIAM MCDOWELL: Okay. But this  
21 goes back to my point that it's a bit disingenuous to  
22 say nobody else can prove they have done this type of  
23 construction without collapse, because Ameresco is  
24 never asked to make a pitch for then new -- for the  
25 project as it -- as it is now conceived, where these

1 kinds of points would have been answered.

2 MR. ED HOUGHTON: But no, I think -- I  
3 think, again, you're -- you're -- you're taking it  
4 incorrect. What Marjory is speaking about is from a  
5 membrane or a fabric type building, no other type of  
6 construction has occurred without collapse.

7 MR. WILLIAM MCDOWELL: So you take  
8 that to be no other type of fabric building.

9 MR. ED HOUGHTON: Absolutely. That's  
10 what she's talking about.

11 MR. WILLIAM MCDOWELL: All right.  
12 Then paragraph 442...

13

14 (BRIEF PAUSE)

15

16 MR. WILLIAM MCDOWELL: Sub (a):  
17 "WGD Architects knew they were in  
18 competition with the architectural  
19 membrane structures when producing  
20 estimates."

21 So Mr. Dabrus came to testify here and  
22 says that's -- that's just wrong, that the WG (sic)  
23 weren't in competition. If Council had decided to  
24 proceed with a bricks-and-mortar solution, then there  
25 would have been an RFP from that point. What they

1 were doing was simply providing advice to the Town.

2 MR. ED HOUGHTON: Certainly, that's, I  
3 believe, unfortunate text. But I believe that -- I  
4 don't know if this is Marjory's draft or this is the -  
5 - the redraft of -- of David McNalty, but both the  
6 first paragraph and the fourth paragraph had edits to  
7 them. So both Marjory and Dave had a cut at that  
8 paragraph (a).

9 MR. WILLIAM MCDOWELL: Right. And so  
10 if we go to paragraph 675, at the time Mr. Dabrus  
11 called you on this -- called the Town on this and  
12 expressed his concern, and as you've acknowledged, you  
13 responded -- if we keep going down. You say there at  
14 the end:

15 "I believe the word 'competition'  
16 meant that we were looking at  
17 different types of structures, and  
18 your firm was aware that we were  
19 getting prices on other types of  
20 structures, and your firm provided  
21 us the estimated numbers on the  
22 steel fabricated building. It did  
23 not mean, however, that you were in  
24 a competitive bidding process,  
25 because we well know that you were



1 providing budget numbers or  
2 estimates as our Central Park  
3 project architect and not firm  
4 numbers, as we may have gotten from  
5 a construction contractor."

6 You said that, right?

7 MR. ED HOUGHTON: I wrote that, yes.

8 MR. WILLIAM MCDOWELL: Wrote that.

9 And that was to clear the air with him?

10 MR. ED HOUGHTON: Well, as you could  
11 see, Ms. Proctor got the complaint. She had had the  
12 most contact with WGD. I had never had any contact  
13 with WGD. She forwarded the complaint to me with no  
14 comments.

15 So I called her and spoke to her about  
16 it, and she just said, you know, so I put together an  
17 apology to say that we were not trying to misrepresent  
18 that, and I thought he had accepted it.

19 MR. WILLIAM MCDOWELL: Right. But in  
20 writing that, you were acknowledging that the staff  
21 report contained erroneous information about WGD.

22 MR. ED HOUGHTON: I -- I've -- there's  
23 two (2) or three (3) things in the staff report that  
24 should have been changed. I acknowledge that.

25 MR. WILLIAM MCDOWELL: By -- there's

1 probably more, but anyway --

2 MR. ED HOUGHTON: Three (3) or four  
3 (4) then.

4 MR. WILLIAM MCDOWELL: I know. But --  
5 but that's the only point I want to get, that Council  
6 was not given correct information about the role of  
7 WGD.

8 MR. ED HOUGHTON: I wasn't given errec  
9 -- correct information about the role of WGD.

10 MR. WILLIAM MCDOWELL: Well, I'm not -  
11 - I'm not blaming you --

12 MR. ED HOUGHTON: No, I accept that.  
13 I guess what I'm saying is, it was never the intent to  
14 -- to -- and -- and -- and if you think that Council  
15 would have looked at this particular couple words and  
16 made a decision on it -- they're not going to, but --  
17 but as I was saying, though, Mr. McNalty took a cut at  
18 Marjory's words and made changes to that paragraph as  
19 well, and obviously, it was kind of his understanding  
20 or whatever -- I'm not blaming any of them, but that's  
21 what they did.

22 MR. WILLIAM MCDOWELL: Right, but just  
23 go back a little bit here. If you think that  
24 Council's going to look at this and read this and that  
25 they're going to change their minds, respectfully, you

1 can't look at it that way, because if you look at it  
2 that way, the whole system breaks down.

3                   You put the advice in. You want to be  
4 complete and accurate. They read it or they don't  
5 read it.

6                   MR. ED HOUGHTON: One hundred (100)  
7 percent you would like to do that. But -- but --

8                   MR. WILLIAM MCDOWELL: Well, I hope  
9 you do that, actually.

10                   MR. ED HOUGHTON: Yeah, 100 percent.  
11 That's exactly. One hundred (100) percent you hope  
12 you do that. And -- and hope you do it only because  
13 people do make mistakes.

14                   And -- and, I mean, this has been put  
15 under a fine microscope, a very high-powered, fine  
16 microscope, and there are a couple issues within --  
17 within the -- the staff report. This is one (1) of  
18 those, and all it really said was that WGD was in  
19 competition.

20                   We -- we provided the numbers, and that  
21 was what -- that's what we were thinking with the WGD.  
22 And I've made an apology. If this gentleman was in  
23 any way, shape, or form -- and I don't think -- I  
24 think he was more coerced by David Wood and others to  
25 do that, because, again, they've now lost the

1 opportunity for any kind of future revenues, which  
2 David Wood pretty much did all of our stuff. He  
3 worked for me a ton over the years.

4                   So I -- I acknowledge that that --  
5 those -- that was unfortunate wording.

6                   MR. WILLIAM MCDOWELL: We can agree  
7 that architects can be fussy about this kind of thing.

8                   MR. ED HOUGHTON: Well, you know.  
9 Let's -- he -- he went on saying that -- that -- that  
10 he would be -- he potentially could be called up into  
11 the -- for his association for something that we said  
12 in one (1) little sentence. I think that was a little  
13 bit over the top.

14                   MR. WILLIAM MCDOWELL: All right. So  
15 moving along.

16

17   (BRIEF PAUSE)

18

19                   MR. WILLIAM MCDOWELL: Mr. Tom Lloyd  
20 testified here that Rick Lloyd recommended that Mr.  
21 Bonwick become involved with the ice and water  
22 project. You heard that evidence?

23                   MR. ED HOUGHTON: I heard that, yes.

24                   MR. WILLIAM MCDOWELL: And so Council  
25 were to consider options and decide how to proceed in

1 their meeting of August 27th? That's the way that  
2 shook out?

3 MR. ED HOUGHTON: Shor -- sorry, say  
4 it one (1) more time.

5 MR. WILLIAM MCDOWELL: Let me back up.  
6 So the way this played out was that Council were going  
7 to consider how to proceed in the ice and water  
8 project in their meeting of August 27th.

9 MR. ED HOUGHTON: Yes.

10 MR. WILLIAM MCDOWELL: Now obviously,  
11 Rick Lloyd was going to be centrally involved in that  
12 consideration as the Deputy Mayor?

13 MR. ED HOUGHTON: He'd -- he had asked  
14 me, yes. Yes.

15 MR. WILLIAM MCDOWELL: Right. And  
16 again, this is not of your doing, but are you troubled  
17 by the fact that in those circumstances, Rick Lloyd is  
18 recommending to Tom Lloyd that Mr. Bonwick get  
19 involved on behalf of Sprung/BLT?

20 MR. ED HOUGHTON: Even at the time  
21 when he said that they had the conversation, which was  
22 -- I -- I -- I'm not exactly certain why he would have  
23 suggested it. I know he -- he suggested he didn't  
24 suggest it, but I'm not sure --

25 MR. WILLIAM MCDOWELL: Well, you --

1 and his evidence is a bit equivocal on that point, but  
2 --

3 MR. ED HOUGHTON: What?

4 MR. WILLIAM MCDOWELL: His evidence is  
5 a bit equivocal on the conversation that he --

6 MR. ED HOUGHTON: You keep saying  
7 words I don't understand.

8 MR. WILLIAM MCDOWELL: Well, I'm not  
9 clear in what his evidence was on that point, but if  
10 Mr. Tom Lloyd is to be believed, is there not  
11 something troubling about the Deputy Mayor suggesting  
12 a consultant get involved?

13 MR. ED HOUGHTON: Well, as I say, I'm  
14 not sure why he would have done that, because we were  
15 quite capable of working on this on our own and  
16 working forward on it.

17 MR. WILLIAM MCDOWELL: And to come to  
18 a point that you made in your evidence this morning,  
19 you said, look, by the time Mr. Bonwick got involved,  
20 in fact, the process is -- is well underway, correct?

21 MR. ED HOUGHTON: Yes. It -- my  
22 understanding, he got involved somewhere around --  
23 well, when I heard about it, August 1st or 2nd,  
24 something like that.

25 MR. WILLIAM MCDOWELL: Right. And so

1 do you have any idea why Mr. Bonwick was asked to  
2 become involved at that late stage in the process?

3 MR. ED HOUGHTON: Do I have an  
4 understanding of that?

5 MR. WILLIAM MCDOWELL: Right.

6 MR. ED HOUGHTON: No, I don't have an  
7 understanding of that. No.

8

9 (BRIEF PAUSE)

10

11 MR. WILLIAM MCDOWELL: Now, if we go  
12 to section 7.13 of the Foundation Document, sorry. So  
13 this is in the week leading up to the preparation of  
14 the staff report. And in the third paragraph, you  
15 say:

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

19 And you explained what you meant by  
20 that earlier on, correct?

21 MR. ED HOUGHTON: Yes, because if --  
22 if I had thought that there was an opportunity to  
23 negotiate, I might have said, you know, let me know  
24 what the -- the total numbers are at this point in  
25 time. But I thought to protect it, I cou -- I didn't

1 want to know. I didn't want to be the only one (1) to  
2 know. I wanted it to be sent to me, and then I could  
3 forward it immediately on to others.

4 MR. WILLIAM MCDOWELL: Right. And you  
5 gave the evidence that the price is the price, and --

6 MR. ED HOUGHTON: That was my opinion,  
7 yes.

8 MR. WILLIAM MCDOWELL: That was your  
9 opinion, that there was no opportunity to negotiate.

10 MR. ED HOUGHTON: That was my opinion,  
11 yes.

12 MR. WILLIAM MCDOWELL: And so --

13 MR. ED HOUGHTON: Actually, can I  
14 change my word 'opinion' to that was my belief?

15 MR. WILLIAM MCDOWELL: Right. Sure.  
16 So this is a construction contract, right?

17 MR. ED HOUGHTON: Yes.

18 MR. WILLIAM MCDOWELL: Right. And so  
19 I review -- reviewed you the end of the morning's  
20 testimony that your own expert contemplated that there  
21 would be negotiation.

22 MR. ED HOUGHTON: I'm not sure whether  
23 he's talking about private companies, private  
24 construction projects, or municipal construction  
25 projects. I was always under the impression, from



1 these kinds of things, that the price was the price.

2 If I'm wrong, I'm wrong, but that was my belief.

3 MR. WILLIAM MCDOWELL: All right. Can  
4 we pull up Ms. Leonard's testimony, Oc -- October  
5 15th, at pages 247 and 248.

6 You touched on her evidence in your own  
7 evidence this morning.

8

9 (BRIEF PAUSE)

10

11 MR. WILLIAM MCDOWELL: Okay, so let's  
12 scroll down. Keep going.

13

14 (BRIEF PAUSE)

15

16 MR. WILLIAMS MCDOWELL: So, stopping  
17 here, line 19, Mr. Barrow, for the BLT, appeared as a  
18 witness, and he gave evidence that:

19 "The Town did not attempt to  
20 negotiate the price or the payment  
21 schedule for the two (2) buildings.  
22 What is your reaction to that  
23 evidence?"

24 Ms Leonard, "I'm stunned." And  
25 carrying on. "Why is that?" Ms. Leonard says"

1 "I would have expected that the  
2 department head or the person in  
3 charge would have negotiated the  
4 best possible price and best  
5 possible for the Town, the  
6 taxpayers, the community."

7 Keep going. And then she carries on  
8 with other evidence.

9 So, her evidence was, even if you've  
10 got a sole source contract awarded, there is,  
11 nevertheless, an opportunity to thereafter negotiate?

12 MR. ED HOUGHTON: She also said in  
13 2012 she didn't believe we could negotiate in her  
14 evidence.

15 MR. WILLIAM MCDOWELL: Well, I look at  
16 these excerpts. And later on in her evidence -- look  
17 -- let's go to October 16 at page 75.

18

19 (BRIEF PAUSE)

20

21 MR. WILLIAM MCDOWELL: Leave aside me  
22 saying I have no idea what's going on here. Go past  
23 that point. Go past the Elvis Festival.

24 So, there's an exchange of Mr. Bonwick.

25 "Is it your experience through

1 procurement that when the community  
2 -- when the municipality awards a  
3 contract, they negotiate after in  
4 fact they've approved the selected  
5 service provider."

6 And keep going.

7 "Specifically in relation to new  
8 fire trucks -- to fire trucks rather  
9 -- we -- we do that. We've just  
10 done it on the new one. It's been  
11 handled by the purchasing officer,  
12 and the accountability officer and  
13 so on."

14 Keep going.

15

16 (BRIEF PAUSE)

17

18 MR. WILLIAM MCDOWELL:

19 "Are you aware that when fixed  
20 prices came in, that the  
21 municipality would typically  
22 negotiate beyond that point? No,  
23 I'm not aware of it."

24 So, that's what you're talking about?

25 MR. ED HOUGHTON: Yes. And if they've

1 changed the -- their procurement policies to be able  
2 to do that, God bless, because there's many times over  
3 the years where you might have been able to -- to save  
4 money, yes.

5 MR. WILLIAM MCDOWELL: So -- so, it's  
6 your position that there's something particular in the  
7 procurement?

8 MR. ED HOUGHTON: No. I'm just --  
9 practice. How about that? In my past practice --

10 MR. WILLIAM MCDOWELL: Right.

11 MR. ED HOUGHTON: -- my -- my  
12 understanding, we couldn't do that.

13 MR. WILLIAM MCDOWELL: All right.  
14 Because one (1) of the things that's striking about  
15 this is that on the evidence of Mr. Barrow from BLT,  
16 Mr. Bonwick did negotiate with BLT and in fact got BLT  
17 to agree to give up half of its profit on this deal in  
18 order to pay his fees?

19 MR. ED HOUGHTON: Mr. Bonwick was  
20 negotiating on -- on behalf of the Town?

21 MR. WILLIAM MCDOWELL: No. Mr.  
22 Bonwick --

23 MR. ED HOUGHTON: I'm sorry.

24 MR. WILLIAM MCDOWELL: -- was  
25 negotiating on behalf of Mr. Bonwick.

1 MR. ED HOUGHTON: Okay.

2 MR. WILLIAM MCDOWELL: And, in fact,  
3 successfully, you know, if that evidence is accepted,  
4 that he got BLT to give up half of this pro -- profit  
5 to -- to pay for his fees, then in fact it was  
6 possible to negotiate with BLT.

7 MR. ED HOUGHTON: For me? I'm not --  
8 I'm sorry, I'm -- I'm honestly not trying to be dumb.  
9 I'm just saying that I did not believe that we could  
10 negotiate. I can't -- I did not -- I did not  
11 understand. I've never been told. Nobody said  
12 anything.

13 Dave McNalty, who purchases all the  
14 time, never said, by the way, we could probably do  
15 this. Marjory never said we should -- we should do  
16 this. Nobody said, by the way, we could do it.

17 If -- if somebody had said that, I  
18 would have said, great, let's try to negotiate.

19 MR. WILLIAM MCDOWELL: Ms. McGrann  
20 raised this point with you, that in the Collus deal --

21 MR. ED HOUGHTON: Yes.

22 MR. WILLIAM MCDOWELL: -- effectively,  
23 and Mr. Muncaster, who said to Collus, look, you can  
24 do better than that on the price.

25 MR. ED HOUGHTON: I -- I -- and again,

1 I think -- I think the reality of it was -- and I  
2 think that the evidence of -- of both Dennis Nolan and  
3 -- and Brian Bentz was that they offered it.

4 And, again, what we were looking at was  
5 selling a portion of it. They offered it. We quickly  
6 accepted it. We didn't think -- or I don't think in  
7 this situation, and, again, I'm not trying to belabour  
8 it, I was not aware in a -- in a municipal situation  
9 we could go out and try to negotiate a better price.

10 I understand the -- why you would want  
11 to do that, but I didn't think we could.

12

13 (BRIEF PAUSE)

14

15 MR. WILLIAM MCDOWELL: Well, there are  
16 a couple of questions I have arising from that. One  
17 (1) is I took you through the purchasing bylaw which  
18 uses the language"

19 "Where competitive tendering is  
20 undesirable, where direct  
21 negotiations are appropriate."

22 MR. ED HOUGHTON: Yeah, I saw that in  
23 a 2006 --

24 MR. WILLIAM MCDOWELL: Right.

25 MR. ED HOUGHTON: -- document, yes.

1 MR. WILLIAM MCDOWELL: That's talking  
2 about sole sourcing. So, right in the bylaw it sa --  
3 it says you can negotiate. In fact, it arguable  
4 directs you to negotiate.

5 MR. ED HOUGHTON: I'm -- I'm not  
6 saying it doesn't say that. My understanding at the  
7 time, the only reason that I didn't was because I  
8 didn't know any different. Nobody pointed it out that  
9 we could.

10 MR. WILLIAM MCDOWELL: Right. But,  
11 also, in the thirty (30) years you're working for the  
12 Town, is it your evidence that you never negotiated  
13 over the price of anything?

14 MR. ED HOUGHTON: Yeah, I don't think  
15 we ever did. I think when we -- and -- now, typically  
16 we went out for tender. We never negotiated a price  
17 after we had a price.

18 MR. WILLIAM MCDOWELL: But --

19 MR. ED HOUGHTON: In -- in the tender  
20 documents it would say maybe that wouldn't accept the  
21 lowest price, but... And I was only thirteen (13)  
22 years, by the way, just --

23 MR. WILLIAM MCDOWELL: Were you  
24 thirteen (13) years old or thir -- you're only  
25 thirteen (13) years with the Town?

1 MR. ED HOUGHTON: I was only thirteen  
2 (13) years when I was working for Public Works, of  
3 that part of it, yes.

4 MR. WILLIAM MCDOWELL: All right. But  
5 if you can't -- just to close this off, if you can't  
6 negotiate in circumstances where you're going to sole  
7 source, then you're completely at the mercy of whoever  
8 it is who has the "unique good"?

9 MR. ED HOUGHTON: I understand what  
10 you're saying. And -- and that's why we wanted to  
11 make sure that they were in keeping -- and I -- I know  
12 what the -- the answer -- the in keeping of the July  
13 16th estimates and that we had mentioned that and  
14 discussed that, that we were looking at other options.

15

16 (BRIEF PAUSE)

17

18 MR. WILLIAM MCDOWELL: Now, when Mr.  
19 Bonwick -- let's move on to Mr. Bonwick. When Mr.  
20 Bonwick is acting for Green Leaf, you recognize that  
21 he was in this role from about the beginning of August  
22 --

23 MR. ED HOUGHTON: Yes.

24 MR. WILLIAM MCDOWELL: -- 2012? If we  
25 go to paragraph 387 of Foundation Document...



1 (BRIEF PAUSE)

2

3 MR. WILLIAM MCDOWELL: Let's go to --  
4 sorry, go to 388.

5

6 (BRIEF PAUSE)

7

8 MR. WILLIAM MCDOWELL: Sorry, I've got  
9 the wrong reference. Do you recall that I think on  
10 the day of the Council meeting Mr. Bonwick forwarded  
11 some information about a public private partnership  
12 involving a ice rink that had gone wrong?

13 MR. ED HOUGHTON: Yes.

14 MR. WILLIAM MCDOWELL: Right. And he  
15 sent that to the mayor?

16 MR. ED HOUGHTON: That's correct.

17 MR. WILLIAM MCDOWELL: And so, you  
18 realized that when he was acting for BLT, he was also,  
19 at the same time, giving advise to the mayor?

20 MR. ED HOUGHTON: Did he copy me on  
21 that? I -- I'm not saying -- I just remember reading  
22 it in the court book.

23 THE HONOURABLE FRANK MARROCCO: It's  
24 to do with the MasterCard centre, I think.

25 MR. WILLIAM MCDOWELL: Right. Yeah,

1 there we go, 391.

2 MR. ED HOUGHTON: Yeah. Okay. Yeah.

3 Thank you.

4

5 CONTINUED BY MR. WILLIAM MCDOWELL:

6 MR. WILLIAM MCDOWELL: And he says to  
7 that group, which includes you, the deputy mayor:

8 "This may be a useful article to  
9 read for members of Council and  
10 staff, very useful to have Marjory  
11 sent it out as an example of how an  
12 expensive private partnership can go  
13 wrong."

14 MR. ED HOUGHTON: Yes.

15 MR. WILLIAM MCDOWELL: And you said in  
16 your testimony this morning that you advised Mr.  
17 Bonwick of a certain step in the deal. I think it was  
18 that the deal had actually been signed because he was  
19 an advisor to the mayor?

20 MR. ED HOUGHTON: I'm -- one (1) more  
21 time.

22 MR. WILLIAM MCDOWELL: In your  
23 testimony this morning, you were asked why you had  
24 sent Mr. Bonwick an email about a certain step in the  
25 -- in the deal. And you said, well, it was because he

1 was advising the mayor?

2 MR. ED HOUGHTON: Step in the deal, or  
3 was it that -- that I was -- when I was complaining  
4 about quitting?

5 MR. WILLIAM MCDOWELL: Well, that, as  
6 well, I think.

7 "Complaining about quitting. Why  
8 did you do that? Answer -- because  
9 he was a close advisor to the  
10 Mayor."

11 MR. ED HOUGHTON: He -- he was a  
12 personal advisor for Her Worship.

13 MR. WILLIAM MCDOWELL: Right. And so,  
14 when you have this problem that, on the one (1) hand,  
15 he's advising again a commercial partner on the other  
16 side of the divide, in BLT, and he's also advising the  
17 mayor, isn't that problematic?

18 MR. ED HOUGHTON: Again, I -- when I -  
19 - I don't remember seeing this, but reading it here, I  
20 would have just probably thought about the fact that  
21 he's forwarding something to Mayor Cooper that she --  
22 he felt she should know.

23 MR. WILLIAM MCDOWELL: Right. But in  
24 this instance, he's advising both sides on the subject  
25 matter of the ice and water deal, correct, because he

1 -- he's advising BLT on the one (1) hand, but he  
2 continues to be a close advisor to the mayor?

3 MR. ED HOUGHTON: Yeah, I think that  
4 this was a public private partnership which is more  
5 from the Ameresco side, I guess, but I -- I hear what  
6 you're saying. I don't know.

7 MR. WILLIAM MCDOWELL: But wouldn't  
8 that be a reason all by itself to tell the mayor, oh,  
9 by the way, Mr. Bonwick's an advisor to BLT?

10 MR. ED HOUGHTON: I have said, and I  
11 could be wrong, that I thought both the mayor and the  
12 deputy mayor knew. And I...

13

14 (BRIEF PAUSE)

15

16 MR. WILLIAM MCDOWELL: All right. So,  
17 can we turn up -- if we go to the part 1 submissions  
18 of Mr. Houghton. If we could go to paragraph 61.

19

20 (BRIEF PAUSE)

21

22 MR. WILLIAM MCDOWELL: We need some  
23 music like on Jeopardy when we're waiting like this.  
24 Keep going to part 1. Okay, go to paragraph 61.  
25 There we go.

1

2

(BRIEF PAUSE)

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MR. WILLIAM MCDOWELL: And so, in the middle of the paragraph there it says:

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"It's telling that when Houghton received his copy of Bonwick's email to Bentz he reacted and described in his evidence that he had an emotional allergy to Bonwick's involvement in matters relating to the Town and to the activities of the company of which he was president and CEO, being Collus Power.

21

And then if we scroll down --

22

23

24

25

MR. PAUL BONWICK: Your Honour, if I may just raise an objection here. When I was doing some cross-examining and asked to refer back to part 1, my understanding is you quickly suggested we're not

1 going to be revisiting part 1 and I do not want that  
2 brought forward.

3 I'm okay with whatever's in here. I'm  
4 just concerned that if -- are we going to start cross-  
5 examining again on part 1 evidence?

6 THE HONOURABLE FRANK MARROCCO: No,  
7 we're not. I wanted to wait until I got the question  
8 to see whether it has anything to do with part 2 or  
9 whether it's taking us part to 1. And if it was  
10 taking us back to part 1, I was going to ask Mr.  
11 McDowell to go on to something else.

12 MR. PAUL BONWICK: Thank you.

13

14 CONTINUED BY MR. WILLIAM MCDOWELL:

15 MR. WILLIAM MCDOWELL: And in the last  
16 line:

17 "It is submitted that Mr. Houghton's  
18 actions with respect to this issue  
19 showed an appropriate sensitivity  
20 for issues of potential -- keep  
21 going -- conflict and public  
22 perception."

23 And then we carry on. So, this is your  
24 submission --

25 MR. ED HOUGHTON: Yes.

1 MR. WILLIAM MCDOWELL: -- that you and  
2 Mr. Chen -- Chenoweth drafted, correct?

3 MR. ED HOUGHTON: Yes.

4 MR. WILLIAM MCDOWELL: And one (1) of  
5 the things that you focussed on there was the issue of  
6 public perception, correct?

7 MR. ED HOUGHTON: Yes. But I was -- I  
8 had that issue. I had the emotional allergy. It was  
9 taken away by full disclosure. And then I was told  
10 there were no conflict of interest, there were no  
11 issues with that.

12 So, I didn't -- at that point in time,  
13 I didn't -- I didn't have a concern about it because  
14 it appeared like nobody else had a concern.

15 MR. WILLIAM MCDOWELL: Well, go back  
16 up to page 18 again.

17

18 (BRIEF PAUSE)

19

20 MR. WILLIAM MCDOWELL: So, I  
21 appreciate it's probably Mr. Chenoweth drafting about  
22 your enate sensitivity, but isn't this another point  
23 at which, frankly, one would have expected you to be  
24 sensitive to the problem of the mayor being involved,  
25 getting a very substantial fee --

1 MR. ED HOUGHTON: The mayor?

2 MR. WILLIAM MCDOWELL: Sorry, the --  
3 sorry, the mayor's brother being involved, getting a  
4 very substantial fee and questions of public  
5 perception that might arise from that?

6 THE HONOURABLE FRANK MARROCCO: You're  
7 -- you're talking about part 2?

8 MR. WILLIAM MCDOWELL: In part 2, yes,  
9 of course.

10 MR. ED HOUGHTON: As -- as I've said,  
11 because we went through this in part 1 on July the  
12 28th, there -- there didn't appear to be any concern  
13 at that point in time, so. And he was working  
14 directly for and being paid by them. He's doing the  
15 same thing here; there's no difference.

16 I -- I did not think that it was going  
17 to be an issue.

18

19 CONTINUED BY MR. WILLIAM MCDOWELL:

20 MR. WILLIAM MCDOWELL: Well, let's  
21 take that apart. First of all, he dis -- he disclosed  
22 -- in part 1, he disclosed to the mayor and the deputy  
23 mayor and Ms. Wingrove, correct?

24 MR. ED HOUGHTON: Yes.

25 MR. WILLIAM MCDOWELL: And so, if you



1 look at those two (2), leaving aside Mr. Wingrove, you  
2 know, the mayor is his sister and the deputy mayor's a  
3 good friend, and that's who the disclosure's made to.

4 MR. ED HOUGHTON: Correct.

5 MR. WILLIAM MCDOWELL: It's not made  
6 to Council --

7 MR. ED HOUGHTON: Correct.

8 MR. WILLIAM MCDOWELL: -- right?

9 THE HONOURABLE FRANK MARROCCO: We're  
10 moving off part 1, right?

11 MR. WILLIAM MCDOWELL: Oh, yeah. I'm  
12 about to leap right past it.

13 MR. PAUL BONWICK: Your Honour, I'm  
14 going to have to raise this again. If -- if Mr.  
15 McDowell is going to cite references from part 1 and  
16 you're permitting him to do so, I would ask that he do  
17 so in an accurate manner and also relay the fact that  
18 the CAO, the clerk, the chairman of Collus, others  
19 were advised, as well.

20 And this is my concern about going down  
21 the road of referencing bits and snippets out of part  
22 1.

23 MR. WILLIAM MCDOWELL: Well, no --

24 MR. PAUL BONWICK: You can see my  
25 concern now.

1 MR. WILLIAM MCDOWELL: It's just on  
2 the -- it's just on the Town side, so I'll add the  
3 clerk to that.

4 THE HONOURABLE FRANK MARROCCO: But --  
5 but this is exactly why I'm somewhat sensitive to  
6 this, why I didn't want Mr. Bonwick to do it, and I  
7 don't really want you to do it, because I don't want  
8 to get back into rehashing part 1 becau -- for obvious  
9 reasons; we'll never end.

10 MR. WILLIAM MCDOWELL: Well, no, fair  
11 enough. But the re -- the question is this. If this  
12 disclosure were of such paramount important --

13 THE HONOURABLE FRANK MARROCCO: No,  
14 don't answer until I hear the question, Mr. Hough --  
15 Mr. Houghton. Just -- just --

16 MR. WILLIAM MCDOWELL: If it's -- if  
17 it's so important in part 1 to have disclosure, you  
18 know, even to that limited extent, then why is it not  
19 important here --

20 THE HONOURABLE FRANK MARROCCO: I  
21 think --

22 MR. WILLIAM MCDOWELL: -- is the  
23 question.

24 THE HONOURABLE FRANK MARROCCO: I  
25 think the witness has answered the question, Mr.

1 McDowell. His answer was he -- he thought it was  
2 important, thought -- but he interpreted the events  
3 that we had talked about in part 1 as assuaging that  
4 concern.

5 MR. WILLIAM MCDOWELL: All right.

6

7 CONTINUED BY MR. WILLIAM MCDOWELL:

8 MR. WILLIAM MCDOWELL: Now, you also  
9 said...

10

11

(BRIEF PAUSE)

12

13 MR. WILLIAM MCDOWELL: ...that you  
14 were concerned about questions of liability, that --  
15 that, if this were disclosed and it was -- let's  
16 imagine it was disclosed to all members of Council and  
17 somehow Council didn't approve the deal, you're  
18 worried about liability accruing to town --

19

MR. ED HOUGHTON: No, I -- I think I  
20 was sort of alluding to the fact that I've given this  
21 a thousand thoughts since then, and all of these  
22 things go through your mind.

23

I don't think that was my thought at  
24 that point in time. I didn't -- I didn't think about  
25 it at that point. I think I was talking about -- I've

1 asked myself a thousand times what -- what was I  
2 thinking, what was I doing, what -- you know, what was  
3 the appropriate thing to do, who -- who was -- who did  
4 he -- who did he disclose to.

5 I don't know. I didn't ask.

6 MR. WILLIAM MCDOWELL: Right, you  
7 didn't ask. But we can agree that there was, in fact,  
8 no risk of liability to the Town if you told  
9 Council --

10 MR. ED HOUGHTON: No.

11 MR. WILLIAM MCDOWELL: -- that he was  
12 involved.

13 MR. ED HOUGHTON: No. I was -- no.  
14 One (1) of the things I talked about in my -- in -- in  
15 my 2019 thinking was, if I had disclosed, does that  
16 put any liability on me? Like, if all of a sudden, I  
17 sit there -- and this was just me -- me thinking now.  
18 It's not then, so I -- I think it's --

19 MR. WILLIAM MCDOWELL: Okay. So  
20 another couple of questions about this. One is, is it  
21 the case that if all members of Council had been  
22 advised that Mr. Bonwick was acting for BLT and that  
23 he was receiving substantial compensation that members  
24 of the Council might not have approved this deal?

25 MR. ED HOUGHTON: Do I think that?

1 MR. WILLIAM MCDOWELL: Right.

2 MR. ED HOUGHTON: No, I don't think  
3 that.

4 MR. WILLIAM MCDOWELL: No. They --

5 MR. ED HOUGHTON: They would have  
6 probably --

7 MR. WILLIAM MCDOWELL: -- they would  
8 have been serene about the fact that Mr. Bonwick was  
9 paid \$750,000 in relation to this public transaction.

10 MR. ED HOUGHTON: Well, I think that  
11 if you look at the -- the people involved, they would  
12 have -- you know, he's a private -- private guy,  
13 whatever. You know, it might be the mayor's brother,  
14 but I think -- I think the -- the deal would have been  
15 the same.

16 MR. WILLIAM MCDOWELL: Oh, but he's a  
17 private guy who, over the course of a month, earns  
18 three-quarters of a million dollars.

19 MR. ED HOUGHTON: I accept that.

20 MR. WILLIAM MCDOWELL: Right. And on  
21 this question of this coming out of BLT's profits, you  
22 had that understanding, I gather. This wasn't costing  
23 the Town anything. It was costing BLT something?

24 MR. ED HOUGHTON: That's right.

25 MR. WILLIAM MCDOWELL: You -- you

1 gained that understanding from Mr. Bonwick?

2 MR. ED HOUGHTON: The very first night  
3 he talked me about it -- or not the very first night,  
4 sorry -- the night that we had the discussion.

5 MR. WILLIAM MCDOWELL: You didn't take  
6 any steps to go to BLT and say, look, I just want to  
7 be assured that this is -- is, in fact, true?

8 MR. ED HOUGHTON: No. I trusted him  
9 to tell me that was the case.

10 MR. WILLIAM MCDOWELL: But, I mean, he  
11 says this to you, but does it makes sense that a party  
12 to a contract has to incur a cost of three-quarters of  
13 a million dollars, and it doesn't, as a business, try  
14 and pass that on to its customer?

15 MR. ED HOUGHTON: He -- he -- I -- I  
16 knew the number afterwards after I had -- a couple  
17 hours later.

18 MR. WILLIAM MCDOWELL: Right. But  
19 once you knew the number, I mean, you're, frankly, a  
20 sophisticated guy, and does that not seem a little  
21 odd --

22 MR. ED HOUGHTON: The number?

23 MR. WILLIAM MCDOWELL: -- that this  
24 cost would not be passed on?

25 MR. ED HOUGHTON: Well, I -- I had no

1 idea the terms of their agreement either. I had no  
2 idea of whether this was a part of something that  
3 they're going to be in the future. I -- I didn't  
4 know.

5 All I know is that he said, I worked  
6 three (3) years or -- or three (3) weeks or three (3)  
7 years, it's -- it's going to be the same price and --  
8 and that we're thinking about being able to transfer  
9 this into other locations.

10 And it -- it's all part of the BLT  
11 partnership that we're forging or whatever the word  
12 you would use, and -- and I accepted the -- the  
13 explanation.

14 And he -- he did say, I'll give you the  
15 pri -- I don't need that; if what you're telling me is  
16 what you're telling me. It -- I was -- I was trying  
17 to determine, too, the level of involvement over the  
18 last three (3) weeks.

19 MR. WILLIAM MCDOWELL: Right. And so  
20 you got the number --

21 MR. ED HOUGHTON: Yes.

22 MR. WILLIAM MCDOWELL: -- and you  
23 accepted the explanation. It wasn't going to cost the  
24 Town anything. You read the number, and I'm showing  
25 you a device -- a little BlackBerry.

1 MR. ED HOUGHTON: I saw yours.

2 MR. WILLIAM MCDOWELL: And then you  
3 passed -- so -- so you flipped that to another email  
4 account so you could read it.

5 MR. ED HOUGHTON: Yes.

6 MR. WILLIAM MCDOWELL: And that's the  
7 only reason that you flipped it.

8 MR. ED HOUGHTON: The only reason I  
9 flipped it.

10 MR. WILLIAM MCDOWELL: Right. And to  
11 be -- to be clear about this, it -- I think your  
12 evidence is clear about this -- you received no  
13 benefit from Mr. Bonwick in relation to this.

14 MR. ED HOUGHTON: Zero benefit.

15 MR. WILLIAM MCDOWELL: Have you --  
16 since that time, have you had business dealings with  
17 Mr. Bonwick of any kind.

18 MR. ED HOUGHTON: No.

19 MR. WILLIAM MCDOWELL: Have you the  
20 two (2) of you invested together in any -- any  
21 project?

22 MR. ED HOUGHTON: No. No.

23 MR. WILLIAM MCDOWELL: And  
24 Mr. Bonwick's made no gift to you of any substantial  
25 amount.



1 MR. ED HOUGHTON: No.

2 MR. WILLIAM MCDOWELL: Well, I see  
3 that you bought him a coffee maker.

4 MR. ED HOUGHTON: No. I -- I didn't  
5 buy it for him.

6 THE HONOURABLE FRANK MARROCCO: We're  
7 moving on past the coffee maker. It -- if that's all  
8 that happened.

9 MR. ED HOUGHTON: He -- he asked me to  
10 pick it up for him.

11 MR. WILLIAM MCDOWELL: What kind of  
12 coffee maker? Oh, I see. All right.

13 So I -- I had pages to go on the coffee  
14 maker, so could we take a break here, Commissioner,  
15 and we'll come back?

16 THE HONOURABLE FRANK MARROCCO: Do you  
17 want to take a break for a moment?

18 MR. WILLIAM MCDOWELL: Yes. Thanks.

19 THE HONOURABLE FRANK MARROCCO: Sure.

20

21 --- Upon recessing at 3:09 p.m.

22 --- Upon resuming at 3:18 p.m.

23

24 CONTINUED BY MR. WILLIAM MCDOWELL:

25 MR. WILLIAM MCDOWELL: I know I was

1 making light of it, but just to be clear, you said  
2 something that might not have been picked up.

3                   What you did in relation to this  
4 coffee maker is you just picked it up and delivered it  
5 to Mr. Bonwick. Is that correct?

6                   MR. ED HOUGHTON: Yeah. I had -- I  
7 had one in my office which he liked, and I -- I was  
8 heading there one time; I said, do you want me to pick  
9 you up one. That's...

10                   MR. WILLIAM MCDOWELL: Okay. Fine.  
11 Thanks. Just so people watching at home aren't --

12                   THE HONOURABLE FRANK MARROCCO: Yeah,  
13 fair enough.

14                   MR. WILLIAM MCDOWELL: -- aren't  
15 mislead.

16

17 CONTINUED BY MR. WILLIAM MCDOWELL:

18                   MR. WILLIAM MCDOWELL: Now, if we  
19 could go to paragraph 623 of the Foundation Document.

20                   So this is this email exchange between  
21 you and Mr. Lloyd. This is Tom Lloyd of Sprung which  
22 you reviewed a number of times, I'm sure?

23                   MR. ED HOUGHTON: Yes.

24                   MR. WILLIAM MCDOWELL: And if we go to  
25 paragraph 276 for a second.

1 (BRIEF PAUSE)

2

3 MR. WILLIAM MCDOWELL: So here

4 Mr. Lloyd says in an email to Mr. Barrow:

5 "We are working with Abby Stec and

6 her partner Paul Bonwick on the

7 Collingwood projects."

8 Do you see that?

9 MR. ED HOUGHTON: I do, yes.

10 MR. WILLIAM MCDOWELL: All right. And

11 this is an introduction to BLT for Mr. Bonwick and

12 Ms. Stec.

13 MR. ED HOUGHTON: That's how it

14 appears to be, yes.

15 MR. WILLIAM MCDOWELL: Okay. So let's

16 go back to paragraph 623.

17 So as of September 7th, 2012, you know,

18 of course, that Mr. Bonwick has been working for BLT?

19 MR. ED HOUGHTON: Yes.

20 MR. WILLIAM MCDOWELL: And through his

21 company, Green Leaf.

22 MR. ED HOUGHTON: Yes.

23 MR. WILLIAM MCDOWELL: And you knew

24 both of those things at this date. Correct?

25 MR. ED HOUGHTON: Both of those?

1 MR. WILLIAM MCDOWELL: Both of those  
2 facts.

3 MR. ED HOUGHTON: I believe so, yes.

4 MR. WILLIAM MCDOWELL: All right. And  
5 you knew, in fact, that -- that he had done so on a  
6 paid basis?

7 MR. ED HOUGHTON: Yes.

8 MR. WILLIAM MCDOWELL: And, in fact,  
9 you knew that he'd been paid at least \$675,000.  
10 Correct?

11 MR. ED HOUGHTON: That's correct.

12 MR. WILLIAM MCDOWELL: We know that  
13 Mr. Lloyd knows, of course, that Mr. Bonwick is  
14 involved with BLT. We just reviewed that. He made  
15 the introduction to BLT.

16 MR. ED HOUGHTON: Yeah. I didn't know  
17 that. I wasn't part of it.

18 MR. WILLIAM MCDOWELL: I understand  
19 that, but it appears that he knew that obviously.

20 MR. ED HOUGHTON: Yes.

21 MR. WILLIAM MCDOWELL: So we have this  
22 exchange where you're saying:

23 "I heard a rumour that the mayor's  
24 brother benefitted from Council's  
25 decision to purchase from Sprung."

1                   Well, in fact, at this point, you know  
2 that he benefitted from Council's decision to purchase  
3 from Sprung, don't you?

4                   MR. ED HOUGHTON:    Yeah.  I guess --  
5 again, what I'm asking about, did -- because Abby had  
6 said something about being a manufacturer's rep.  So  
7 is he being paid by BLT and by Sprung?  That's --

8                   MR. WILLIAM MCDOWELL:   All right.  
9 That was -- you say that was your concern, but we can  
10 agree that, in fact, you knew that Paul Bonwick had  
11 benefitted from Council's decision to purchase from  
12 Sprung because he'd been paid by BLT.

13                  MR. ED HOUGHTON:    Again, poor choice  
14 of words, I guess, if you're dissecting the words, but  
15 my -- my intent at this was, did Sprung pay him as  
16 well?

17                  MR. WILLIAM MCDOWELL:   Oh, but -- but  
18 just so the transcript is clear, you did know that  
19 Mr. Bonwick had benefitted from Council's decision to  
20 purchase from Sprung.

21                  MR. ED HOUGHTON:    I knew that he was  
22 working with BLT, yes.

23                  MR. WILLIAM MCDOWELL:   And had been  
24 paid.

25                  MR. ED HOUGHTON:    And had -- had been

1 paid.

2 MR. WILLIAM MCDOWELL: All right. And  
3 so there's this unfortunate appearance to this email  
4 where you're sending Mr. Lloyd an email and asking  
5 whether Mr. Bonwick had benefitted from Council's  
6 decision to purchase from Sprung. Mr. Lloyd knows  
7 that he's benefitted, it would appear.

8 MR. ED HOUGHTON: Yes.

9 MR. WILLIAM MCDOWELL: And as you've  
10 conceded, you knew that. Correct?

11 MR. ED HOUGHTON: Again, you're  
12 talking about dissecting an email later, I wanted to  
13 know whether he was working for -- or getting paid by  
14 Sprung as well as BLT. That's -- that was the -- the  
15 intent of this.

16 MR. WILLIAM MCDOWELL: Right. And  
17 then -- so we look at Mr. Tom Lloyd's response, there  
18 is absolutely no relationship between Paul Bonwick and  
19 Sprung.

20 Well, there is a kind of relationship  
21 between Mr. Bonwick and Sprung, isn't there, because,  
22 as you've said, you treated BLT and Sprung as being  
23 the same entity?

24 MR. ED HOUGHTON: And I think maybe I  
25 didn't do a very good job of it. I thought of BLT

1 Sprung being partners in the sense of that they  
2 would -- they were the -- they were the constructors  
3 of their technology.

4 MR. WILLIAM MCDOWELL: Right.

5 MR. ED HOUGHTON: That's what I  
6 thought. I mean, I think Sprung is a completely  
7 different company and BLT's a completely different  
8 company, but when we are looking at the erection of --  
9 the erection of the -- the structures that Sprung BLT  
10 were partners.

11 MR. WILLIAM MCDOWELL: Right. And so  
12 when I look at this exchange of emails -- right -- you  
13 send that question; you get that answer.

14 Now, did you get this answer back and  
15 think, well, we've put that question to bed?

16 MR. ED HOUGHTON: No. I -- I put  
17 the -- the question in my mind, whether or not there  
18 was payments from both Sprung and BLT.

19 MR. WILLIAM MCDOWELL: Right. So that  
20 question was resolved. Right?

21 MR. ED HOUGHTON: That -- and that's  
22 the only intent of that.

23 MR. WILLIAM MCDOWELL: But it left  
24 unaddressed, as the elephant in the room, is the fact  
25 that --

1 MR. ED HOUGHTON: Except the elephant  
2 in the room was well known by Mr. -- Mr. Lloyd, as you  
3 said.

4 MR. WILLIAM MCDOWELL: Right.  
5 Really --

6 MR. ED HOUGHTON: Yes.

7 MR. WILLIAM MCDOWELL: -- the elephant  
8 and the membrane structure maybe. But, you know, this  
9 -- this exchange doesn't address the fact that there's  
10 been a very substantial payment in relation to this  
11 transaction.

12 You don't have to repeat your evidence,  
13 but you've said what you've said about that. I guess  
14 the question really is, is this an email exchange that  
15 has been contrived so that you have something in your  
16 file so that if anybody asks, you can produce it and  
17 say, well, here's my exchange?

18 MR. ED HOUGHTON: Thank you for asking  
19 that. No.

20 MR. WILLIAM MCDOWELL: Okay. You're  
21 sure about that 'cause it -- 'cause I'll be honest  
22 with you, it certainly reads that way.

23 MR. ED HOUGHTON: I -- I'm being  
24 honest with you. No. I -- again, Paul had talked  
25 about BLT; Abby had talked about being a



1 manufacturer's rep. I had had -- I had had  
2 discussions with -- or I wanted to have a discussion  
3 with -- with Tom Lloyd just to know.

4 MR. WILLIAM MCDOWELL: Right. But  
5 there's the further question was, let's imagine that  
6 both Sprung and BLT on that side of the transaction  
7 had paid Mr. Bonwick. Why would you care about that?  
8 You didn't care about the fact that BLT was paying  
9 him.

10 MR. ED HOUGHTON: I was only trying --  
11 well, I did care actually. I mean, I cared.

12 MR. WILLIAM MCDOWELL: But you didn't  
13 think it was a concern.

14 MR. ED HOUGHTON: No. It -- it wasn't  
15 something that I felt that I needed to -- or I was --  
16 I was required to -- to disclose. I didn't -- there  
17 was no process or policy put in place to do that. If  
18 there is today, great.

19 But there was nothing then, and -- and  
20 I -- my concerns had been put aside a year earlier,  
21 and I was trying to find out for my own probably  
22 personal interest or -- or --

23 MR. WILLIAM MCDOWELL: Perient  
24 (phonetic) interest? Is that what --

25 MR. ED HOUGHTON: No. I was thinking

1 about -- my -- my brain's getting tired, but I -- I  
2 wanted to find out if he was paid for -- by Sprung as  
3 well and double ending it. Sorry.

4 MR. WILLIAM MCDOWELL: But your only  
5 concern about that would have been that he hadn't told  
6 you that.

7 MR. ED HOUGHTON: That may have given  
8 rise to other questions then.

9 MR. WILLIAM MCDOWELL: Well, we're  
10 here. What other questions would that have raised  
11 that the BLT payment didn't already raise?

12 MR. ED HOUGHTON: I -- I -- again,  
13 it's a hypothetical question 'cause it didn't -- it  
14 didn't happen. So...

15 MR. WILLIAM MCDOWELL: Right. Now as  
16 the most senior public servant in Collingwood, do you  
17 accept that you had a duty to be honest and forthright  
18 in dealing with members of Council?

19 MR. ED HOUGHTON: I tried to be, I  
20 think.

21 MR. WILLIAM MCDOWELL: Right. But was  
22 that your duty?

23

24 (BRIEF PAUSE)

25

1 MR. ED HOUGHTON: I'm not sure that I  
2 wasn't being forthright, if you -- you could give me  
3 an example of that.

4 MR. WILLIAM MCDOWELL: Well, let's  
5 start with the basic proposition. When councillors  
6 are communicating with you, do you accept that you had  
7 obligations to tell them the whole truth?

8 MR. ED HOUGHTON: I -- I would try to  
9 answer the question they were asking, if that's what  
10 you're asking.

11 MR. WILLIAM MCDOWELL: Fully and  
12 accurately. Correct?

13 MR. ED HOUGHTON: I would try to do  
14 that.

15 MR. WILLIAM MCDOWELL: The truth, the  
16 whole truth, and nothing but the truth.

17 MR. ED HOUGHTON: I would try to --  
18 I -- I would try to provide them with the information.

19 MR. WILLIAM MCDOWELL: The accurate  
20 information.

21 MR. ED HOUGHTON: Yes.

22 MR. WILLIAM MCDOWELL: And if we go to  
23 the Foundation Document paragraph 892.

24

25 (BRIEF PAUSE)

1 MR. WILLIAM MCDOWELL: These are the  
2 questions from Councillor Gardhouse at the end of  
3 May 2013?

4 MR. ED HOUGHTON: Yes. When I wasn't  
5 the CAO.

6 MR. WILLIAM MCDOWELL: You weren't the  
7 CAO. But my friend has gone through this with you,  
8 but if you go to paragraph 894, we have this question.  
9 Councillor Gardhouse says:

10 "I don't know who Abby is. This  
11 letter sent to me says Green  
12 Leaf/Bonwick is a distributor for  
13 Sprung, and they were using a sales  
14 pitch. They then have three (3)  
15 Sprungs in Collingwood. Is  
16 Green Leaf Bonwick?"

17 And your response is:

18 "Bonwick is not involved. Abby is  
19 Green Leaf. Talk to her, and she  
20 can tell you the facts."

21 MR. ED HOUGHTON: I was answering the  
22 question which was May and June of 2012.

23 MR. WILLIAM MCDOWELL: Well, look,  
24 when I'm reading this, it's -- it's in the present  
25 tense. "Is Green Leaf Bonwick?"

1 MR. ED HOUGHTON: I guess he -- well,  
2 you've seen how Councillor Gardhouse -- and -- and he  
3 well knew who Abby was, just so you know, too.

4 But I was -- what I was trying to do --  
5 as I've seen many people do lately, deflect -- I was  
6 trying to say, I'm not involved anymore. Please talk  
7 to the people who know better and talk to them.

8 MR. WILLIAM MCDOWELL: Right. So in  
9 answering this way, you're simply trying to put  
10 Councillor Gardhouse off?

11 MR. ED HOUGHTON: No. I tried to -- I  
12 tried to answer Councillor Gardhouse. I called him  
13 and left him a long message about it all explaining  
14 all of it.

15 And -- and this was just -- this was a  
16 long protracted email thing. I know that I spoke to  
17 Abby. She had left him two (2) messages to try to  
18 explain it all

19 it was becoming hugely frustrating for  
20 me -- me trying to do now my Collus PowerStream job  
21 and being dragged back into this.

22 MR. WILLIAM MCDOWELL: Right. But you  
23 can understand how -- how looking at it now  
24 unfortunately some years later and looking at the  
25 black and white, "Bonwick is not involved," in

1 relation to Green Leaf, that's not an accurate answer,  
2 is it?

3 MR. ED HOUGHTON: It is when you look  
4 at the date and timeline, yes. I was answering the  
5 date and timeline of what he was -- what he was  
6 saying.

7 Again, at that point in time of -- Abby  
8 was working on Green Leaf at that point in time. I  
9 had no clue about it.

10

11 (BRIEF PAUSE)

12

13 MR. WILLIAM MCDOWELL: Well, can we  
14 leave it at this that at the time you're answering  
15 this question, of course you know full well that --  
16 that Mr. Bonwick has been involved substantially in  
17 Green Leaf.

18 MR. ED HOUGHTON: Later on, yes.  
19 Yeah.

20 MR. WILLIAM MCDOWELL: He was involved  
21 in the evidence here as early as June 2012 and before  
22 that. It was June 2012 when he sold 20 percent of it  
23 to Ms. Stec.

24 MR. ED HOUGHTON: Oh, about the  
25 Green Leaf part. Yes. Yeah. He was an owner of

1 Green Leaf. Again, maybe unfortunate words sent very  
2 quickly to somebody who's extremely busy to somebody  
3 that I'm hugely frustrated with.

4 It was Bonwick was not involved at this  
5 point in time as far as I knew. Abby was may -- is  
6 Green Leaf; talk to her. Again, Abby is Green Leaf;  
7 talk to her. Bonwick was not involved at this time.  
8 That's what I was trying to say.

9

10 (BRIEF PAUSE)

11

12 MR. WILLIAM MCDOWELL: I'm looking at  
13 an email if -- if -- can we look at CPS10922\_00001?

14

15 (BRIEF PAUSE)

16

17 MR. WILLIAM MCDOWELL: And keep  
18 scrolling down.

19 So here's Councillor Gardhouse:

20 "My phone doesn't work. I'm getting  
21 a new one tomorrow. Joe."

22 Anyway, keep scrolling up and then stop  
23 there.

24 And you say there:

25 "I just left you a long message,

1                   too. But in a nutshell, Bonwick nor  
2                   Green Leaf was involved. Just Abby  
3                   as a former employee and friend of  
4                   the Academy. She was helping, not  
5                   being paid. She is part owner of  
6                   Green Leaf."

7                   MR. ED HOUGHTON: Yeah. So I'm -- I'm  
8                   trying to give the information. I'm -- I'm putting it  
9                   in the place of the question that's being asked. She  
10                  was a -- a former employee or PRA and a friend of the  
11                  Academy. I didn't think she was being paid at that  
12                  point in time. That was maybe a stretch in my part.  
13                  And she is part owner of Green Leaf.

14                  MR. WILLIAM MCDOWELL: Right. But,  
15                  you know, if you -- if you wanted to give a full  
16                  answer to that, the other -- the bigger part owner of  
17                  Green Leaf was Paul Bonwick.

18                  MR. ED HOUGHTON: Yes. I think he  
19                  knew that Bonwick was Green Leaf but --

20                  MR. WILLIAM MCDOWELL: Well, I mean,  
21                  we don't have his evidence, but he seems to be asking  
22                  the question repeatedly whether or not Mr. Bonwick was  
23                  involved with Green Leaf or was Green Leaf. It  
24                  doesn't appear from these exchanges that he does know.

25                  MR. ED HOUGHTON: And -- and again, I



1 had given him a long message explaining all of this.

2 MR. WILLIAM MCDOWELL: Right. And  
3 then can we pull up TOC 600374.

4

5 (BRIEF PAUSE)

6

7 MR. WILLIAM MCDOWELL: So if we scroll  
8 down, this is Mr. Seglins of CBC News.

9 MR. FREDERICK CHENOWETH: Your Honour,  
10 I'm having a little trouble with this. Is this  
11 Mr. Seglins' text message or communication part of  
12 this -- part of this Inquiry's evidence?

13 THE HONOURABLE FRANK MARROCCO: Well,  
14 I assume it's in the court book.

15 MR. FREDERICK CHENOWETH: Well, I -- I  
16 actually saw it in the court book. I was -- became  
17 aware --

18 THE HONOURABLE FRANK MARROCCO: You  
19 can ask him about it.

20 MR. FREDERICK CHENOWETH: -- I became  
21 aware of it only in the court book mid-morning this  
22 morning, and I was going to come to the question of  
23 whether this text from Dave Seglins is -- you're  
24 telling me it's in the court book. I under -- I now  
25 understand as of mid-morning today that it's in the

1 court book. Is -- is this proper evidence? I mean --

2 THE HONOURABLE FRANK MARROCCO: He --

3 he's --

4 MR. FREDERICK CHENOWETH: I mean,

5 should this be before the Inquiry --

6 THE HONOURABLE FRANK MARROCCO: Well,

7 it depends on -- it depends on what use you try to

8 make of it, but I think he can ask Mr. Houghton about

9 the statement. You can ask him about it.

10 MR. WILLIAM MCDOWELL: All right.

11 MR. FREDERICK CHENOWETH: Well, that

12 would -- that would appear to make it evidence before

13 this -- this panel. But --

14 MR. WILLIAM MCDOWELL: I'm having

15 trouble reading the date but...

16 MR. PAUL BONWICK: My copy's very

17 faded. It's trying to read the date.

18 THE HONOURABLE FRANK MARROCCO: Whoa,

19 whoa. It's -- the date is October 18th, 8:55 a.m., I

20 guess. I guess he just tweeted it out.

21 MR. FREDERICK CHENOWETH: I'm --

22 I'm --

23 THE HONOURABLE FRANK MARROCCO: You

24 can ask him about it.

25 MR. FREDERICK CHENOWETH: Well, I've

1 heard that from you, Your Honour, and it's not my  
2 purpose to press on it, but I'm just -- I'm just  
3 wondering it would seem to make it evidence and  
4 correct evidence -- it's assumed it's correct  
5 evidence -- from which we're supposed to take some  
6 inference as a result of the question as a result of  
7 the question my friend's about to ask.

8 I am wondering if -- if we are taking  
9 the position that the text of Dave Seglins of  
10 October 18th expresses proper interest -- or proper  
11 evidence that should be before this Court and should  
12 be the subject of putting questions to this witness?

13 THE HONOURABLE FRANK MARROCCO: He can  
14 put the statement in the tweet to the witness, and  
15 we'll see and go from there.

16 MR. WILLIAM MCDOWELL: All right. Let  
17 just me ask this --

18 THE HONOURABLE FRANK MARROCCO:  
19 Assuming that's what you were going to do .

20 MR. WILLIAM MCDOWELL: I've got a  
21 couple of questions, and then we'll see where we go.

22

23 CONTINUED BY MR. WILLIAM MCDOWELL:

24 MR. WILLIAM MCDOWELL: So before we  
25 get into this, do you recall having some interaction

1 with Dave Seglins of CBC?

2 MR. ED HOUGHTON: I don't honestly  
3 recall back then, but I have -- I did subsequently,  
4 yes.

5 MR. WILLIAM MCDOWELL: He's an  
6 investigative reporter for CBC News?

7 MR. ED HOUGHTON: That's what I  
8 understand.

9 MR. WILLIAM MCDOWELL: And we scroll  
10 up to the tweet, there we have his statement, but then  
11 I ask that we pull up CJI0011395.

12

13 (BRIEF PAUSE)

14

15 MR. WILLIAM MCDOWELL: So this appears  
16 to be a transcription of an exchange that you had with  
17 Mr. Seglins at the end of May 2018?

18 MR. ED HOUGHTON: He called me. He  
19 didn't tell me he was taping the -- the discussion,  
20 but he called in May of 2018.

21 MR. WILLIAM MCDOWELL: All right. So  
22 you recall that he spoke to you, and you were on the  
23 golf course, I think, in this first discussion.

24 MR. ED HOUGHTON: Yes, I was.

25 MR. WILLIAM MCDOWELL: Right. So we

1 keep -- keep going down.

2

3 (BRIEF PAUSE)

4

5 MR. WILLIAM MCDOWELL: And then he  
6 says that he's going to call you the following day,  
7 which is June 1st. You see that?

8 MR. ED HOUGHTON: Yeah.

9 MR. WILLIAM MCDOWELL: And then if we  
10 go to June 1st. Keep going down. Keep going down.

11 Have you seen these exchanges before?

12 MR. ED HOUGHTON: I believe they were  
13 part of the CBC online article or something.

14 MR. WILLIAM MCDOWELL: They're on the  
15 CBC's website, I think, as an attachment or something?

16 MR. ED HOUGHTON: Yeah, I think so.

17 MR. WILLIAM MCDOWELL: Okay, so keep  
18 going down. Keep going down.

19 All right. So Mr. Seglins says that he  
20 is working on a story about the Sprung deal, and then  
21 at the bottom of the page, he asks:

22 "Was there ever a consultant  
23 involved?"

24 And go to the next page.

25 And you say:

1 "Were ther -- was there consultants  
2 involved? Well, you mean from an  
3 engineering perspective? From what  
4 perspective?"

5 There's some back and forth, and Mr.  
6 Seglins asks:

7 "But was there a facilitator kind of  
8 person who helped facilitate the  
9 construction company's relationship  
10 with the Town?"

11 And you answer him:

12 "No, not that I'm aware of. No. We  
13 dealt directly with Sprung when we  
14 let the contract and our staff look  
15 after that."

16 Mr. Seglins asks:

17 "What about BLT? Was there anybody  
18 that worked to help BLT land the  
19 deal?"

20 And you say:

21 "BLT was a contractor that installed  
22 the Sprung stuff. Yeah, no, we just  
23 -- again, it would be the same as a  
24 normal contract, but we did  
25 oversight, and I can't remember if

1                   there was an engineer involved and  
2                   who the engineer was at the time.  
3                   But I don't actually -- I don't  
4                   recollect. I can't remember."

5                   And Mr. Seglins asks:

6                   "So what was Paul Bonwick's role?"

7                   You answer:

8                   "In the Sprung?"

9                   Mr. Seglins says:

10                  "Yeah."

11                  Answer:

12                  "Nothing with me."

13                  And Mr. Seglins says:

14                  "Nothing?"

15                  "No. I knew that Mr. Bonwick was  
16                  involved with a lot of things, but  
17                  certainly, from Collingwood's  
18                  perspective, Collingwood never paid  
19                  him to do anything or anything like  
20                  that."

21                  Mr. Seglins asks:

22                  "What about Green Leaf Distribution?

23                  What was its role? What role was it

24                  in the Sprung/BLT deal?"

25                  And you say:

1 "I don't know if Green Leaf  
2 Distribution had anything to do with  
3 the Sprung deal. From the Town's  
4 perspective, I don't know."

5 So then you're asked:

6 "Why were you in communication with  
7 Mr. Bonwick and Abby Stec of Green  
8 Leaf over facilitating the BLT  
9 contract?"

10 Keep going down.

11 And you say:

12 "I don't know if that's the correct  
13 term at all. I mean, certainly, one  
14 (1) of the things that we were  
15 trying to do is to make sure that  
16 these things are -- what do they  
17 call it? -- gold leaf."

18 And then keep scrolling up. So go back  
19 to the top, or further up.

20 Well, so when you're asked the  
21 question, "So what was Paul Bonwick's role?" isn't the  
22 answer to that question that he was a consultant for  
23 BLT, both in relation to securing the contract and  
24 otherwise?

25 MR. ED HOUGHTON: Yes. In 2018, when



1 this gentleman calls me, do I have an obligation to  
2 talk to him about things that happened six (6) years  
3 previously?

4 MR. WILLIAM MCDOWELL: Well, whether  
5 you've got an obligation or not, it wasn't really  
6 smart to try and mislead him, was it?

7 MR. ED HOUGHTON: Well, in fairness to  
8 me, I was outside doing other things when he called,  
9 and this was bringing back a whole bunch of memories  
10 that I didn't really want to think about and I'd tried  
11 to push to the back of my mind.

12 MR. WILLIAM MCDOWELL: Right, but  
13 that's why you hang up on these people when you --  
14 when they call. If you're going to get --

15 MR. ED HOUGHTON: I'm not very good at  
16 that.

17 MR. WILLIAM MCDOWELL: Well,  
18 evidently. But when you look at this back-and-forth:

19 "What was Paul Bonwick's role?"

20 "In the Sprung?"

21 "Yeah."

22 "Nothing with me."

23 "Nothing?"

24 Well, that simply wasn't true, was it?

25 MR. ED HOUGHTON: I -- I accept the

1 fact that -- that six (6) years later, when this  
2 gentleman called me, I -- I was avoiding answering his  
3 questions, yes.

4 MR. WILLIAM MCDOWELL: Well, you did  
5 answer his question, and your answer was incorrect.

6 MR. ED HOUGHTON: Answer was  
7 incorrect.

8 MR. WILLIAM MCDOWELL: I know that  
9 you're -- at this point, 2018 -- you're a retired both  
10 public servant and retired CEO of Collus, correct?

11 MR. ED HOUGHTON: Yes.

12 MR. WILLIAM MCDOWELL: Do you  
13 appreciate by -- that by having this kind of exchange  
14 that this might well damage Collingwood's reputation  
15 eventually?

16 MR. ED HOUGHTON: I certainly never  
17 thought about Collingwood's reputation. But you don't  
18 know why I was a retired guy either.

19 MR. WILLIAM MCDOWELL: Well, I do  
20 know. You testified about it in Part 1, and we won't  
21 revisit that.

22 MR. ED HOUGHTON: No.

23 MR. WILLIAM MCDOWELL: No, I  
24 appreciate that there's a story behind that, and --

25 MR. ED HOUGHTON: A lot.

1 MR. WILLIAM MCDOWELL: I appreciate  
2 that. But in my experience, it has never served my  
3 clients well when they try and mislead the national  
4 broadcaster.

5 MR. ED HOUGHTON: I accept that.

6 MR. WILLIAM MCDOWELL: Do you regret  
7 having this exchange with him?

8 MR. ED HOUGHTON: I regret doing  
9 everything here.

10 MR. WILLIAM MCDOWELL: Well, let's  
11 stick with this one (1).

12 MR. ED HOUGHTON: I regret this, yes.

13

14 (BRIEF PAUSE)

15

16 MR. WILLIAM MCDOWELL: Can we go to  
17 paragraph 596.

18

19 (BRIEF PAUSE)

20

21 MR. WILLIAM MCDOWELL: So this is this  
22 letter of Mr. Miceli's, sent after the fact, so August  
23 the 30th, 2012.

24 Scroll up. Right, so keep going down  
25 into the body of the letter, I meant. Sorry. Keep

1 going.

2                   So I think we probably have covered  
3 this, but his first question is:

4                   "If the scope of work changed from a  
5 multi-use recreational facility to a  
6 single-pad arena and a roof over an  
7 existing pool, why was an RFP not  
8 prepared and issued to solicit these  
9 solutions from the marketplace?"

10                   And is your answer that because Council  
11 had given direction and Council thought that this was  
12 an urgent matter?

13                   MR. ED HOUGHTON: I be -- I believe  
14 that Council had expressed an urgent need to get ice  
15 and water.

16                   MR. WILLIAM MCDOWELL: And keep going  
17 down.

18  
19                   (BRIEF PAUSE)

20  
21                   MR. WILLIAM MCDOWELL: Keep going  
22 down.

23  
24                   (BRIEF PAUSE)

25

1 MR. WILLIAM MCDOWELL: Keep going  
2 down. Oh, sorry, go up again. I apologize.

3

4 (BRIEF PAUSE)

5

6 MR. WILLIAM MCDOWELL: The thrust of  
7 his letter, ultimately, is, look, if you had this kind  
8 of competition, this RFP, in the end, Council might  
9 have made the same decision that it made, but there  
10 would have been more acceptance of it generally.

11 So when you look back on this, the way  
12 that this was done, would it not have been better, and  
13 this is with hindsight, to have done it over a more  
14 protracted period, had an RFP, had more information  
15 about alternatives. Then the decision is made, and we  
16 don't have all of this public dissatisfaction and  
17 demonstrations and all the rest?

18 MR. ED HOUGHTON: I -- I think a  
19 departure from the Central Park, you would have had  
20 the same complaints from that perspective, I agree. I  
21 -- I think there's a few things that I would, if I was  
22 looking back -- what I would be making suggestions of  
23 how to move forward in a -- in a new way in 2019.

24 All I can tell you is in 2012, when we  
25 were doing this, I felt in my heart that we were

1 answering what Council asked for, that we were  
2 delivering what they were hoping for, and we did it in  
3 a very short time frame in a -- in a way that was in  
4 the -- the best our abilities at that time.

5                   And I think they've been somewhat of a  
6 proven success. We've had -- obviously, they've got  
7 issues with the floor or whatever right now, but other  
8 than that, I understand -- I've never been in the po -  
9 - or, the arena, so I've never been inside it, but I  
10 understand it's great. I was only ever in the pool  
11 once, but I understand it's great too.

12                   You -- when you spend --

13                   MR. WILLIAM MCDOWELL:    Apart from the  
14 flying Elvis issue.

15                   MR. ED HOUGHTON:     -- when you spend --

16                   MR. WILLIAM MCDOWELL:    Oh, I said --  
17 just said apart from the flying Elvis problem, but  
18 anyway, go ahead.

19                   MR. ED HOUGHTON:     When you -- when you  
20 -- you spend -- well, both Parts 1 and Part 2. I  
21 started looking at this thing in June of 2018, you  
22 know, fifty-seven (57), fifty-eight (58), fifty-nine  
23 (59) days of hearings. You look at four hundred and  
24 forty thousand (440,000) documents. You've got forty-  
25 eight hundred and sixty (4,860) documents in the court

1 book. You look at everything from a negative  
2 perspective or a very critical perspective. There's  
3 always ways you could do things better.

4 MR. WILLIAM MCDOWELL: Inclu --

5 MR. ED HOUGHTON: Not every decision  
6 I've ever made in my life has been a bad one (1), but  
7 I'll tell you, I feel like that's what it's been in  
8 the last year and a half.

9 MR. WILLIAM MCDOWELL: Well, look.  
10 For what's it's worth, I think everybody appreciates  
11 that in the -- in the Part 2 part of this, you were in  
12 a very difficult position, having one (1) or two (2)  
13 full-time jobs, and then having a third one.

14 MR. ED HOUGHTON: Four (4).

15 MR. WILLIAM MCDOWELL: And there's a  
16 saying that the reward for good work, sometimes, is  
17 more good work.

18 MR. ED HOUGHTON: No good deed goes  
19 unpunished.

20 MR. WILLIAM MCDOWELL: Just a moment,  
21 Commissioner.

22

23 (BRIEF PAUSE)

24

25 MR. WILLIAM MCDOWELL: And then if we

1 could go back to the tweet just first here. Sorry, if  
2 we could go back to the tweet just for a second.

3

4

(BRIEF PAUSE)

5

6 MR. WILLIAM MCDOWELL: One one three  
7 nine five (11395), I think.

8

THE COURT OPERATOR: It's actually  
9 TOC600374.

10

MR. WILLIAM MCDOWELL: Thank you.

11

12 CONTINUED BY MR. WILLIAM MCDOWELL:

13

MR. WILLIAM MCDOWELL: So these are  
14 Mr. Seglins's tweets speaking of a discussion in 2013.  
15 It says:

16

"That's strange. In 2013, then-CAO  
17 of Collingwood Ed Houghton told CBC  
18 News he didn't believe the Mayor's  
19 brother Paul Bonwick was working  
20 with BLT/Sprung."

21

And then keep going down.

22

And he cites a time, March 5, 2013:

23

"My notes: Doesn't believe Bonwick  
24 was involved in Central Park or  
25 Sprung. Insists didn't have real



1 numbers from Sprung before the  
2 August 27th."

3 So just the first part of that,  
4 "Doesn't believe Bonwick was involved in Central  
5 Park," did you say that to Mr. Seglins, who seems to  
6 have made a note of it?

7 MR. ED HOUGHTON: I -- I don't know if  
8 it was 'doesn't believe Bonwick was involved in the  
9 Central Park' or 'Bonwick wasn't involved with  
10 Sprung'. I -- I don't know.

11 MR. WILLIAM MCDOWELL: But did you say  
12 something like that to Mr. Seglins?

13 MR. ED HOUGHTON: I -- I don't recall  
14 this conversation, honestly. It -- it -- this was a  
15 very stressful time as well, and so I do not recollect  
16 the conversation. I'm not doubting what Mr. Seglins  
17 is saying or his -- his integrity. I -- I don't -- I  
18 don't recall.

19 MR. WILLIAM MCDOWELL: And is it after  
20 the conversation that you had with Mr. Seglins at the  
21 end of May 2018, the beginning of June -- is it at  
22 that point that you -- you do tell Mayor -- former  
23 mayor Cooper about Mr. Bonwick's involvement in Green  
24 Leaf?

25 MR. ED HOUGHTON: Th -- this -- this

1 was a significant event in 2013.

2 MR. WILLIAM MCDOWELL: I'm asking  
3 about 2018, though.

4 MR. ED HOUGHTON: I spoke to Her  
5 Worship about the information in 2018. I'm just  
6 saying this was a significant event in 2013.

7 MR. WILLIAM MCDOWELL: All right.

8 Thank you, Commissioner. Those are my  
9 questions.

10 THE HONOURABLE FRANK MARROCCO: Thank  
11 you.

12 MR. WILLIAM MCDOWELL: And thank you,  
13 Mr. Houghton.

14 MR. ED HOUGHTON: Thank you.

15 THE HONOURABLE FRANK MARROCCO: Mr.  
16 Chenoweth?

17

18 (BRIEF PAUSE)

19

20 RE-DIRECT EXAMINATION BY MR. FREDERICK CHENOWETH:

21 MR. FREDERICK CHENOWETH: Just dealing  
22 for the moment, Mr. Houghton, with the matter of John  
23 Scott. I take it it's a re -- a result of -- of a  
24 request from me that you had occasion to call Mr.  
25 Dempsey and ask him to send the -- the CV of -- of

1 John Scott to you.

2 MR. ED HOUGHTON: I think to be 100  
3 percent accurate, you had asked me to speak to Mr.  
4 Scott. He had told me Mr. Dempsey had -- I contacted  
5 Mr. Dempsey without me telling you or you telling me,  
6 to be accurate.

7 MR. FREDERICK CHENOWETH: Thank you.  
8 Is it your memory that I had inquired with you and  
9 asked you to prepare a memo for Mr. Scott following  
10 reading the transcript and identifying the issues that  
11 were spoken to by Mr. Martin?

12 MR. ED HOUGHTON: That's correct.

13 MR. FREDERICK CHENOWETH: Thank you.  
14 And is it your memory that it is the case that before  
15 you forwarded on the memo to Mr. Scott, that I had an  
16 opportunity to review the memo?

17 MR. ED HOUGHTON: That's correct.

18 MR. FREDERICK CHENOWETH: You  
19 indicated that -- that I called you about 8:00 p.m. on  
20 that particular evening and -- and caught you in the -  
21 - in your car in your driveway and directed you to  
22 make certain changes to the email that Mr. Scott had  
23 sent us. You would have been aware at that time that  
24 I had that evening had a call with Mr. Scott?

25 MR. ED HOUGHTON: That's correct.

1 MR. FREDERICK CHENOWETH: And you  
2 weren't part of that telephone call.

3 MR. ED HOUGHTON: That's correct.

4 MR. FREDERICK CHENOWETH: Now, there  
5 has been certain reference in cross-examination to the  
6 -- to the memo that you prepared, which is EHH1920003.  
7 Can we just pull that up for a second.  
8 And can you scroll up ever so briefly, please, so we  
9 can see all of paragraph 1. Try and get us all of  
10 paragraph 1. That's great.

11 And there's -- there's a -- a reference  
12 to the benefits of -- of design build in that  
13 paragraph 1. I take it to find out whether Mr. Scott  
14 made any reference to -- to the bullets under  
15 paragraph 1, our best source of knowing that would be  
16 to go to the report of Mr. Scott, correct?

17 MR. ED HOUGHTON: That's correct.

18 MR. FREDERICK CHENOWETH: And I take  
19 it that would also be the case with respect to the  
20 bullets that are part of paragraph 2, if you can go  
21 down a little further.

22 Right, so we have paragraph 2, and  
23 there's some bullets following that and to find out  
24 whether Mr. Scott made reference to those in your --  
25 in his text, rather than ask you, the best way to do

1 that would be to go to the text of the report,  
2 correct?

3 MR. ED HOUGHTON: Yes, that's correct.

4 MR. FREDERICK CHENOWETH: Thank you.

5 MR. WILLIAM MCDOWELL: Well, again, if  
6 this is --

7 THE HONOURABLE FRANK MARROCCO: It's a  
8 matter of argument.

9 MR. WILLIAM MCDOWELL: All right.

10 MR. FREDERICK CHENOWETH: I'm sorry?

11 THE HONOURABLE FRANK MARROCCO: No,  
12 just carry on, Mr. Chenoweth.

13 MR. FREDERICK CHENOWETH: Thank you.

14

15 CONTINUED BY MR. FREDERICK CHENOWETH:

16 MR. FREDERICK CHENOWETH: Now, Mr.  
17 Houghton, in your cross-examination by Mr. Marron, Mr.  
18 Marron inquired about whether or not your activities  
19 when you were CAO with the Town -- whether or not your  
20 activities relating to Collus and Collus PowerStream  
21 were a full-time endeavour.

22 While you were with the CAO -- while  
23 you were the CAO of the Town, just to clarify the --  
24 the questions that you were asked by Mr. Marron, do I  
25 take it that you carried on your full-time obligations

1 as President and CEO of Collus PowerStream?

2 MR. ED HOUGHTON: I -- I fulfilled tho  
3 -- that duty. I spoke at length with my board  
4 members, specifically the chairs, Mr. Bentz and Mr.  
5 McFadden. We had regular board meetings, all of those  
6 kinds of things. It was busine -- excuse me, business  
7 as usual over at the -- at Collus PowerStream.

8 THE HONOURABLE FRANK MARROCCO: I -- I  
9 had the impression, Mr. Houghton's evidence was that  
10 he carried on all of the jobs he had and took on, in  
11 addition to that, the responsibilities -- or, became  
12 the acting CAO. I -- I didn't have the impression  
13 that Mr. Houghton had said that he cut back on any of  
14 the jobs that he was doing.

15 MR. FREDERICK CHENOWETH: Neither did  
16 I, Your Honour, which is why I'm raising the question  
17 --

18 THE HONOURABLE FRANK MARROCCO: Then  
19 there's no --

20 MR. FREDERICK CHENOWETH: -- because  
21 the assertion in -- in Mr. Marron's cross-examination  
22 was that he may not have been carrying on his full-  
23 time obligations as President and CEO of Collus.

24 THE HONOURABLE FRANK MARROCCO: That  
25 may have been the assertion, but it's clear what the

1 witness's evidence was, and the re-examination is not  
2 clearing up an ambiguity or -- or -- or whatever. The  
3 witness was clear.

4 MR. FREDERICK CHENOWETH: Very good,  
5 Your Honour. Thank you.

6 I can tell you I have no further  
7 questions of this witness.

8 THE HONOURABLE FRANK MARROCCO: Thank  
9 you, Mr. Chen -- well, Mr. Houghton, thank you very  
10 much for a long process. Appreciate your effort.

11 We have to depart until tomorrow. Is  
12 nine o'clock work for everybody tomorrow morning? All  
13 right. Nine o'clock tom -- you know, Mr. -- Mr.  
14 McDowell, I'm trying to be democratic at nine o'clock  
15 tomorrow morning.

16

17 (WITNESS STANDS DOWN)

18

19 --- Upon adjourning at 4:00 p.m.

20

21 Certified Correct,

22

23 \_\_\_\_\_

24 Wendy Woodworth, Ms.

25

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