



“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 23rd, 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 (np))
Andrea Wheeler (np))
Bill Trudell) For BLT Construction
Eric Neubauer)

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

2

3 MR. JOHN MATHER: Before we call the
4 next witness, Inquiry Counsel just want to advise that
5 there will be an affidavit posted to the website today
6 in respect of Dave MacNeil, who was a Sprung employee
7 in 2012.

8 With that said, I'll now call our next
9 witness, Paul Bonwick. Just to clarify, it's an
10 affidavit of service relating to Mr. MacNeil, not an
11 affidavit of Mr. MacNeil.

12

13 EDWARD PAUL BONWICK, Sworn

14

15 (BRIEF PAUSE)

16

17 MR. PAUL BONWICK: Good morning, Your
18 Honour. Just if I may seek clarification on one (1)
19 matter before we get underway?

20 THE HONOURABLE FRANK MARROCCO: Yes.

21 MR. PAUL BONWICK: Seeing as I've not
22 had the benefit of counsel, I'm wondering if -- I have
23 a book with me. I don't have any notes in it at this
24 point in time, but as evidence in-chief is being
25 provided, and the cross-examination, am I able to take

1 notes for my own purposes, or are those --

2 THE HONOURABLE FRANK MARROCCO: And
3 keep them to yourself.

4 MR. PAUL BONWICK: Yes.

5 THE HONOURABLE FRANK MARROCCO: I see
6 no reason why not. Ye -

7 MR. FREDERICK CHENOWETH: I'm --

8 THE HONOURABLE FRANK MARROCCO: Yes.
9 Yes, you can.

10 MR. FREDERICK CHENOWETH: I'm content,
11 Your Honour.

12 MR. PAUL BONWICK: It might help with
13 --

14 THE HONOURABLE FRANK MARROCCO: Okay.
15 Thank you, Mr. Chenoweth.

16 MR. PAUL BONWICK: -- recalling or
17 going back and forth between questions.

18 THE HONOURABLE FRANK MARROCCO: I
19 think everybody's -- everybody's okay with that. So,
20 that's --

21 MR. PAUL BONWICK: Thank you, Your
22 Honour.

23 THE HONOURABLE FRANK MARROCCO: --
24 that's the understanding. You can keep the notes and
25 keep them to yourself if you have a pen.

1 MR. FREDERICK CHENOWETH: Yes.

2 MR. GEORGE MARRON: Could -- could I
3 just ask for some clarification? The -- these are
4 notes that he has made and wants to refer or wants to
5 make?

6 THE HONOURABLE FRANK MARROCCO: No,
7 intends to make as the course of his testimony goes
8 on.

9 MR. PAUL BONWICK: I have no notes
10 right now, Mr. Marron.

11 MR. GEORGE MARRON: Okay. Well, there
12 al -- there's --

13 THE HONOURABLE FRANK MARROCCO: The
14 book is empty.

15 MR. PAUL BONWICK: There's a book.

16 MR. GEORGE MARRON: And there's also a
17 transcript that is provided at the end of each and
18 every day.

19 THE HONOURABLE FRANK MARROCCO: I -- I
20 suppose probably a note of something Mr. Bonwick wants
21 to make a point of responding to or, you know, that
22 sort of thing.

23 MR. GEORGE MARRON: Okay. Thank you.
24 Thank you for that.

25

1 EXAMINATION-IN-CHIEF BY MR. JOHN MATHER:

2 MR. JOHN MATHER: Good morning, Mr.
3 Bonwick.

4 MR. PAUL BONWICK: Good morning, Mr. -
5 - good morning, Mr. Mather.

6 MR. JOHN MATHER: As you're aware, the
7 Inquiry has heard evidence that you attended an
8 introductory meeting with representatives of BLT on
9 July 26th, 2012, to discuss what Green Leaf could
10 offer BLT with respect to the Town's recreation
11 facilities.

12 The Inquiry has also heard that, on
13 August 31st, 2012, BLT paid Green Leaf six hundred and
14 sixty-nine thousand dollars (\$669,000) in relation to
15 the pool and arena projects.

16 We've also heard from several witnesses
17 who've provided their reaction to the amount of money
18 that Green Leaf was paid. I don't propose to walk
19 through with you those reactions.

20 But would you agree that that amount,
21 six hundred and sixty-nine thousand dollars
22 (\$669,000), was a substantial amount of money to be
23 paid for a month's work?

24 MR. PAUL BONWICK: No.

25 MR. JOHN MATHER: Why not?

1 MR. PAUL BONWICK: I think one has to
2 reflect on the value that Green Leaf brings to the
3 table and, more specifically, myself as it relates to
4 any given issue.

5

6 (BRIEF PAUSE)

7

8 MR. FREDERICK CHENOWETH: Apologies,
9 Your Honour.

10 THE HONOURABLE FRANK MARROCCO: That's
11 fine. It reminds me to turn mine off, Mr. Chenoweth.

12 MR. WILLIAM MCDOWELL: Can you make an
13 order that he at least change his ring tone?

14 THE HONOURABLE FRANK MARROCCO: No.

15

16 CONTINUED BY MR. JOHN MATHER:

17 MR. JOHN MATHER: You were explaining.

18 MR. PAUL BONWICK: Thank you. I think
19 one needs to reflect on the number of years, the
20 amount of networking, the amount of effort and work
21 goes on in terms of building relationships within
22 regions throughout Simcoe County, the province, the
23 Federal Government.

24 One tends to develop long-term
25 relationships, they get involved in numerous

1 initiatives throughout the community, throughout the
2 province, throughout the country.

3 And a lot of that is not dealt through
4 compensation but rather investment from myself or from
5 companies that I would be associated with, and so it's
6 not simply a case of saying it's -- the finite term is
7 three (3) weeks of five (5) weeks.

8 It's a case of there's been years go
9 into develop something that actually can lend value to
10 a client.

11 MR. JOHN MATHER: So, is -- should I
12 take from that answer that one (1) of the things that
13 Green Leaf provided BLT was the inherent value of the
14 relationships that you had developed as a member of
15 Parliament, as a member of Council?

16 MR. PAUL BONWICK: I would say partly
17 that. But I would also say partly my experience, for
18 lack of a better word, education or understanding
19 perhaps of how municipal, provincial, federal
20 governments work, how they interact, how policies
21 developed, how issues are moved forward within a
22 particular level of government.

23 And so, I would respectfully submit
24 that not a lot of people have a thorough understanding
25 of the interactions between governments within

1 governments. And so it's not simply about the
2 relationships, but it's about the understanding of --
3 of how various initiatives are able to move forward
4 within a particular level of government.

5 MR. JOHN MATHER: So, you've spoken
6 about the relationships you had, your experience and
7 knowledge about the municipal process, let's say, or
8 the government process.

9 Was there anything else that Green Leaf
10 did to earn the fee that it was paid?

11 MR. PAUL BONWICK: Yeah. There was --
12 there was assistance in terms of strategic approach.
13 And again, I think that, to some degree, relates back
14 to an understanding of -- of governance, of
15 government.

16 But I think it also reflects back on a
17 reasonable understanding of where people's minds are
18 as it relates to any given issue. And so, I think --
19 I know that we're able to provide strategic advice in
20 terms of how any particular initiative should position
21 itself in order to advance that particular cause.

22 MR. JOHN MATHER: As you're -- as
23 you're aware, Abby Stec has given evidence at the
24 Inquiry. And one (1) of the things she said was that
25 her understanding was that BLT was paying Green Leaf

1 and, more specifically, you so that you could leverage
2 your relationships in order to secure a sole source of
3 the recreation facilities.

4 Tom Lloyd, of Sprung, has also given
5 evidence. And his understanding was that potentially
6 obtaining a sole source was one (1) of the things that
7 you were seeking to provide to BLT.

8 We've heard evidence that sole sourcing
9 was discussed at the initial July 26th meeting. And,
10 as you're aware, and as everyone is aware, the Town
11 ended up proceeding with a sole source for the Sprung
12 structures. This is something the Town had not done
13 before, at least on this scale.

14 Did you do anything between July 26 and
15 August 27th, 2012, to turn the Town's attention to the
16 possibility of a sole source?

17 MR. PAUL BONWICK: There was some
18 investigation in terms of our part and Green Leaf.
19 And I'd just like to correct your preamble there, that
20 Green Leaf -- or sorry, that BLT was hiring me versus
21 hiring Green Leaf, as the evidence has indicated in
22 testimony.

23 It was in a fact a agreement,
24 contractual agreement between Green Leaf, which is a
25 duly registered corporation in the Province of Ontario

1 in Canada.

2 And as a principal of Green Leaf, I was
3 -- certainly played a role in that, but it was not a
4 direct engagement between myself and BLT, just to
5 clarify that.

6 In terms of your question specific to
7 sole source, there was a number of different issues
8 that were discussed during our meeting with BLT.
9 Discussions ranged from how I felt that they should
10 position themselves in terms of what they were
11 proposing for the Town of Collingwood.

12 There was significant discussion in
13 terms of the history of, not only the Town of
14 Collingwood, but municipal governments across the
15 Province of Ontario and the realities that they were
16 facing.

17 And as a segue from the history of the
18 Town of Collingwood, one (1) of the points that was
19 touched on was the ability -- or potential ability for
20 the municipality to move forward in a more expeditious
21 manner through a sole source program versus going out
22 to an RFP or consideration of the multi-use
23 recreational facility proposal that had been put in
24 front of the Town or municipal Council several weeks
25 earlier.

1 MR. JOHN MATHER: So, my question was,
2 and I'll put it this way: Prior to August 27th, 2012,
3 did you speak to anyone at the Town or do anything
4 that turned the Town's attention to the fact that this
5 could be sole sourced?

6 MR. PAUL BONWICK: I don't recall a
7 specific conversation with one (1) particular
8 individual. I think that there was general
9 conversations with various individuals in different
10 environments related to how Collingwood -- or how --
11 more specifically, how Collingwood Council might
12 embrace a solution that would allow a timely delivery
13 of something that they had been engaged in for some
14 time.

15 MR. JOHN MATHER: Who did you have
16 those conversations with?

17 MR. PAUL BONWICK: Again, there was --
18 keeping in mind, as all your witnesses have stated,
19 this is going back seven and a half (7 1/2) years ago,
20 and I was dealing with many issues throughout the
21 region, as well as in Collingwood.

22 But there was opportunities in social
23 environments as well as others, other environments, to
24 have discussions with various members of Council, I
25 would say primarily various members of Council, and I

1 don't know that we necessarily reflected specifically
2 on the term 'sole source', but certainly the ability
3 to focus in on one (1) solution and deliver a solution
4 in a timely fashion based on the history that Council
5 had dealt with over the past two (2) decades.

6 MR. JOHN MATHER: When you say focus
7 in on one (1) solution and deliver one (1) solution,
8 what is that other -- if it's -- what is that if it's
9 not a sole source?

10 MR. PAUL BONWICK: I -- I agree with
11 you entirely that it's a sole source. I'm saying to
12 you that I don't know that the term 'sole source' was
13 actually identified or used within any of these
14 general discussions.

15 It was more about the ability to
16 identify a solution that works and focus in on that
17 solution simply because Council, in my opinion, had
18 been very much tasked for a number of years in terms
19 of delivering what we've come to term here as water
20 and ice, and so the discussions -- again, not
21 remembering the exact wording, but they were -- they
22 were talking -- the focus of the discussions were
23 about, if you find a solution that works and you
24 embrace that solution, is that something you would
25 focus on versus going out and, as they had in past

1 years, through an RFP process of some kind.

2 MR. JOHN MATHER: Who did you have
3 these conversations with, do you recall?

4 MR. PAUL BONWICK: I think that there
5 was general conversations with -- and again, I don't
6 recall exact details, but there was opportunities at
7 social events where you might engage somebody like
8 Councillor Edwards or Councillor Lloyd, possibly
9 Councillor Hull, possibly Deputy Mayor Lloyd, possibly
10 Mayor Cooper, Councillor West.

11 I mean, at that point in time, I think
12 it's important to recognize it was a somewhat relaxed
13 or casual environment, and it provided opportunity to
14 have those discussions sort of in a free flowing
15 manner.

16 MR. JOHN MATHER: Do you recall having
17 -- do you recall any specific conversations with
18 Councillor Edwards about the potential of focussing in
19 on one (1) solution or proceeding by what is
20 effectively a sole source?

21 MR. PAUL BONWICK: I don't know that I
22 would have been that direct. I think you try to
23 strategically deliver a message that will point
24 somebody in that direction.

25 I think the discussions were more in

1 line with the frustration of Councils in various terms
2 going back over the twenty (20) years, that they had
3 gone down very comprehensive or very complex or
4 convoluted processes where significant funds had been
5 invested by the Council, the taxpayers of Collingwood,
6 where they had almost got to a point where they were
7 about to break ground in a couple of cases and that,
8 at the end of the day, Council had never been able to
9 deliver on them.

10 And so you would -- in the context of
11 those conversations suggest that the processes that
12 had been followed hadn't delivered, and so rather than
13 repeat history and end up with the same result, you
14 might start looking at alternatives in terms of how
15 you might actually deliver.

16 MR. JOHN MATHER: Do you recall
17 specifically having a conversation like that with
18 Councillor Edwards?

19 MR. PAUL BONWICK: I've been trying to
20 reflect on that. I recall having conversations with
21 several councillors, and I think Edwards was just one
22 (1) of them.

23 But again I -- I want to emphasize that
24 it's -- it's a very relaxed conversation, it's centred
25 around history and how they move forward, how they

1 embrace a particular solution, and so it wasn't a
2 scheduled meeting per se where you're sitting down and
3 going Councillor Edwards heres (sic) or Councillor
4 West here or Councillor Hull here.

5 It's in a more open environment where
6 it's -- you happen to be somewhere where they are and
7 you have that discussion with them.

8 MR. JOHN MATHER: Do you recall any
9 specific conversations you had with any members of
10 Council along the lines of what you're describing?

11

12 (BRIEF PAUSE)

13

14 MR. PAUL BONWICK: To some degree,
15 yes. The issue comes down to me trying to reflect on
16 when those dates would be. There was an opportunity
17 where my family happened to be in Ottawa one (1)
18 weekend when a councillor was there for an AMO
19 conference.

20 There was some socializing taking place
21 outside of the -- the conference. I recall having
22 general discussion with some councillors, and when
23 you're -- depending on who you're sitting at -- at the
24 table with, having more detailed conversation with
25 others. That would be one (1) example.

1 MR. JOHN MATHER: Are you referring to
2 the dinner that the Inquiry's heard about at the Mamma
3 Teresa restaurant?

4 MR. PAUL BONWICK: I don't know if it
5 was the dinner or... I think at one point -- and,
6 again, I can't identify specific interactions but
7 rather sort of the theme.

8 We were in Ottawa that weekend. My
9 daughter was doing her undergrad work at Carleton Law,
10 and we happened to be there for three (3) or four (4)
11 days visiting her, my wife and I.

12 And during that period of time, we had
13 had interactions or either been invited or made aware
14 that councillors were getting together for some sort
15 of social interaction after their responsibilities or
16 the things they were doing through the day. And so, I
17 think there was a couple of times there where we had
18 some interaction with them at that point.

19 I would suggest that there was other
20 times in Collingwood where there may be some social
21 dinner, barbeque event taking place in Collingwood
22 where you would run in to a Councillor as well, you
23 know, these weren't structured or formal so you didn't
24 necessarily make detailed notes and as what transpired
25 but it was an opportunity to interact with -- with

1 Councillors and share your thoughts and garner theirs.

2 MR. JOHN MATHER: You've provided us
3 with some -- and correct me if I'm wrong, but what I'm
4 taking to be general recollections of conversations
5 you had in social settings with Counsellors with
6 respect to the recreation facility decisions.

7 Do you recall any specific
8 conversations that you had at any point in time prior
9 to August 27th 2012?

10 MR. PAUL BONWICK: Nothing that would
11 allow me to say on this date or this time.

12 MR. JOHN MATHER: Do you recall any
13 conversations, setting aside the date, where you can
14 recall what you said to a specific Counsellor?

15 MR. PAUL BONWICK: No, I think I've
16 tried to answer it to the best ability in terms of how
17 I recall the interactions between myself and various
18 members of Council.

19 MR. JOHN MATHER: Prior to August
20 27th, 2012, did you have any conversations with any
21 members of staff about the potential for sole sourcing
22 or the potential for focusing in on one (1) solution,
23 as you described it?

24 MR. PAUL BONWICK: No.

25 MR. JOHN MATHER: Did you ever have

1 any discussions with Mr. Houghton about the potential
2 of sole sourcing?

3 MR. PAUL BONWICK: No, not until the
4 issue came forward before -- no.

5 MR. JOHN MATHER: You said not before
6 the issue became forward, can you --

7 MR. PAUL BONWICK: Not until Council
8 had dealt with the issue.

9 MR. JOHN MATHER: And what do you mean
10 by "not until Council had dealt with the issue?"

11 MR. PAUL BONWICK: We were informed
12 that Council was moving forward with the potential for
13 a sole-source agreement and at that point in time I
14 reached out to try and seek clarification in terms of
15 what that meant.

16 MR. JOHN MATHER: And when was that
17 point in time?

18 MR. PAUL BONWICK: I don't recall the
19 exact date.

20 MR. JOHN MATHER: Was it before August
21 27th, 2012?

22 MR. PAUL BONWICK: No.

23 MR. JOHN MATHER: Are you aware of Ms.
24 Stec having any conversations with Mr. Houghton about
25 the potential for a sole-source?

1 MR. PAUL BONWICK: No.

2 MR. JOHN MATHER: Ms. Stec provided
3 evidence that at some point prior to August 27th, 2012
4 she did recall having that -- a conversation with Mr.
5 Houghton about the potential for sole-source.

6 Were you aware of that conversation in
7 any capacity?

8 MR. PAUL BONWICK: I don't think I was
9 part of the convers -- I don't recall ever being part
10 of the conversation with her and Ms. -- Mr. Houghton.

11 MR. JOHN MATHER: Do you recall if Ms.
12 Stec reported to you or advised you about that
13 conversation?

14 MR. PAUL BONWICK: I don't know if Ms.
15 Stec reported to me in terms of specific on sole
16 sourcing. Again, I want to talk about the environment
17 was not targeting on sole-source but rather focusing
18 on embracing a solution.

19 And I agree that it's a play on words
20 but Ms. Stec very well may have shared with me that
21 their Council is -- appears to be focusing in on one
22 (1) solution or potentially on one (1) solution. I
23 don't recall her sharing intimate details in terms of
24 the discussion that happened between her and Mr.
25 Houghton on whatever date that was.

1 MR. JOHN MATHER: When you spoke with
2 Mr. Houghton after August 27th, 2012 about sole
3 sourcing, what was the nature of that conversation?

4 MR. PAUL BONWICK: I think there was -
5 - sort of in my mind there was -- there was two (2)
6 options at play for Council if, in fact, they were
7 going to embrace a particular solution. One (1) was
8 specific to the Sprung technology, the Sprung solution
9 that was -- Sprung BLT solution that was being put in
10 front of them.

11 They also had the ability based on the
12 MURF report leading up to that to embrace that as
13 their solution, while I didn't think it was likely,
14 that was another alternative that they had available
15 to them.

16 MR. JOHN MATHER: So on August 27th,
17 2012 Council selects as between those two (2) options,
18 or any other options because they select to proceed by
19 way of a sole-source for the two (2) Sprung buildings.

20 Is the conversation you're recalling
21 with Mr. Houghton, did it happen before August 27th,
22 2012?

23 MR. PAUL BONWICK: I think I answered
24 that just a couple of minutes ago.

25 MR. JOHN MATHER: And maybe I misheard

1 her.

2 MR. PAUL BONWICK: That's okay.

3 MR. JOHN MATHER: I understood your
4 answer was it happened afterwards. Did it happen
5 beforehand?

6 MR. PAUL BONWICK: No.

7 MR. JOHN MATHER: When did it happen?

8 MR. PAUL BONWICK: I -- I've said to
9 you at some point afterwards. I don't recall the
10 exact date.

11 MR. JOHN MATHER: Why would you be
12 having a conversation with Mr. Houghton about the
13 options before Council with respect to Sprung or a
14 MURF when Council had already made that decision?

15 MR. PAUL BONWICK: Again, maybe I
16 miscommunicated. I was seeking clarification in terms
17 of what they had decided and what that was going to
18 mean.

19 MR. JOHN MATHER: So you were seeking
20 clarification on the decision that had already
21 occurred?

22 MR. PAUL BONWICK: Correct.

23 MR. JOHN MATHER: And what did Mr.
24 Houghton tell you about that?

25 MR. PAUL BONWICK: Again, I can't give

1 you -- I can't provide exact details but that Council
2 had, in fact, made a decision to move in the direction
3 of water and ice through a sole-source and I don't
4 even know that that was necessarily the exact
5 terminology but that Council had made a determination
6 that they were going to go with this proposal that had
7 been made specific to an aquatics facility and arena
8 versus a larger multiuse recreational integrated
9 facility at Central Park.

10 MR. JOHN MATHER: Is Mr. Houghton the
11 first person who told you that decision had been made?

12 MR. PAUL BONWICK: I don't recall if
13 he was the first or not.

14 MR. JOHN MATHER: Speaking about Mr.
15 Houghton I'm going to back up in time now and ask you
16 questions in relation to his appointment as acting
17 CAO. So if we could pull up paragraph 91 of the
18 Foundation Document.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: So paragraph 91
23 describes an email that Deputy Mayor Lloyd sends to
24 Sandra Cooper on April 10th, 2012, after receiving the
25 special Council meeting agenda for April 12th writing,

1 "I thought you were going to place
2 personnel on the in camera agenda re
3 acting CAO."

4 And as the Inquiry has heard, it's on
5 the April 12th meeting where Mr. Houghton is appointed
6 as acting CAO. Deputy Mayor Lloyd then forwards his
7 email to you with several question marks. And
8 paragraph 92 the acting deputy clerk sends a revised
9 special Council agenda for the April 12th meeting.
10 The revised agenda includes a topic called 'Discussion
11 re acting CAO.' Deputy Mayor Lloyd forwards this
12 email to you and then if we scroll down.

13 On the same day, April 10th Councillor
14 Hull sends an email to Council and Ms. Almas in which
15 he advises he can attend Thursday's meeting. He asked
16 why these items cannot wait till Monday and Councillor
17 Gardhouse replies saying that we certainly don't need
18 to be making big decisions with a Councillor not
19 present unless it's absolutely necessary.

20 Again, Deputy Mayor Lloyd forwards this
21 email to you and you reply.

22 "Who cares what he says. Tell
23 Sandra to stay the course. He never
24 takes an interest anyway."

25 Why was Deputy Mayor Lloyd

1 communicating with you at this point in time about the
2 timing of Mr. Houghton's appointment?

3 MR. PAUL BONWICK: You have to ask Mr.
4 Lloyd that. I can't presuppose what he was thinking
5 when he's forwarding me emails. He did it on a
6 regular basis.

7 MR. JOHN MATHER: What was your
8 understanding of why Deputy Mayor Lloyd was sending
9 this at that point in time?

10 MR. PAUL BONWICK: The overall
11 environment, if I recall accurately, was that the CAO
12 -- the contract for the CAO who had currently been
13 providing those services had been terminated. It had
14 been done in such a way as Council had not -- had a
15 contingency in place in terms of bringing in a
16 contract CAO, hiring an HR firm to bring somebody in
17 to backfill for that position for some period of time
18 and I think they found themselves in a situation where
19 they had no contingency and wanted to have somebody
20 filling that role in a fairly expeditious manner.

21 MR. JOHN MATHER: Was that something
22 that deputy mayor was discussing with you?

23 MR. PAUL BONWICK: We had had -- or he
24 had had conversations with me in terms of wanting to
25 see Mr. Houghton take over or move into that position

1 on a temporary basis until such time as they acted on
2 either retaining an HR firm or putting a committee of
3 Council together. There's several different options
4 available to a Council to hire a CAO.

5 Unfortunately, they hadn't taken those
6 steps in a parallel path as they were considering the
7 termination of the cla -- or termination of the
8 contract for Ms. Wingrove.

9 MR. JOHN MATHER: Did he have
10 discussions with you specific to the April 12th
11 meeting and the timing of having this on the in camera
12 agenda at that point?

13 MR. PAUL BONWICK: I don't recall him
14 speaking specifically about an April -- April 10th or
15 12th? April 12th.

16 MR. JOHN MATHER: The meeting's on
17 April 12.

18 MR. PAUL BONWICK: I don't recall him
19 speaking specifically to the April 12th meeting. I
20 think it was his position and I should say I think it
21 was Council's position to see somebody come in or
22 potentially see Ed come in and start fulfilling the
23 role of a CAO as quickly as possible.

24 MR. JOHN MATHER: Did you have any
25 conversations with your sister about Mr. Houghton

1 becoming acting CAO?

2 MR. PAUL BONWICK: Yes.

3 MR. JOHN MATHER: Can you describe
4 those conversations?

5 MR. PAUL BONWICK: I think they were
6 in the same manner, to some degree, as Deputy Mayor
7 Lloyd. I think Council had made a decision to
8 terminate -- I know Council has made a decision to
9 terminate the contract of the CAO.

10 I think that there was a recognition
11 that they hadn't planned properly in terms of how they
12 would replace that person in any kind of timely
13 fashion.

14 One should reflect on when you're
15 running a \$30 million corporation and I think Council
16 should have reflected on this, quite frankly, prior to
17 the termination of Ms. Wingrove whether it's in the
18 private sector or whether it's in the public sector,
19 if you've -- if the senior most person who is
20 responsible for general administration within that
21 framework is terminated, typically the Board of
22 Directors or Council would make arrangements in a very
23 timely fashion to have somebody come in and backfill
24 until such time as they've hired somebody permanently.

25 MR. JOHN MATHER: The Inquiry has

1 heard evidence, and you agreed in part 1, that you
2 acted from time to time as an advisor to Ms. Cooper.
3 Do you recall that?

4 MR. PAUL BONWICK: Yes.

5 MR. JOHN MATHER: Did you provide Ms.
6 Cooper any advice specifically to the decision of
7 appointing Mr. Houghton as acting CAO?

8 MR. PAUL BONWICK: I don't know that I
9 -- say yes. Again, from what I recall from the
10 conversation, the idea of Mr. Houghton being brought
11 in on a temporary basis had been bounced around, as I
12 understand it. I wasn't privileged to the
13 conversations, but I think it had been bounced around
14 through various members of Council or potentially
15 Council of the whole. I don't know that.

16 Mayor Cooper and I would've had the
17 opportunity, again through any number of different
18 avenues, to have a discussion about what my thoughts
19 on that were. So I would -- it's a longer answer than
20 you needed, but I would say yes.

21 MR. JOHN MATHER: And what were your
22 thoughts?

23 MR. PAUL BONWICK: I think it goes
24 back to my earlier comments that there was, in my
25 opinion, at that time Council hadn't been prudent in

1 terms of managing the other side of the equation.

2 When you're going to terminate somebody
3 that is so senior within your organization, in my
4 experience anyways, typically, they have somebody
5 that's going to transition over there for some period
6 of time. I think traditionally, or more commonly, the
7 municipality would either reach out to a professional
8 HR firm and hire somebody on an acting basis in order
9 to facilitate the transition and Council hadn't done
10 that and, in fact, they hadn't even taken the steps at
11 the time they terminated Ms. Win (sic) to do that.

12 And so I felt that Mr. Houghton
13 certainly had the capacity to help bridge the period
14 of time that they would require in order to put
15 somebody in that was either more permanent or
16 providing a longer temporary, I guess the term is,
17 acting CAO.

18 So my advice was, Ed's highly respected
19 in the community. He's very capable in terms of the
20 work that he does with Collus. He's has a relatively
21 intimate understanding of the interactions of Council
22 and staff as his -- through his role as executive
23 director of Public works. He'd certainly be a person,
24 in my opinion, that would be qualified to help deal
25 with that transition and I'm sure that would've been

1 the advice I would've offered.

2 MR. JOHN MATHER: Do you recall when
3 you first discussed the possibility of Mr. Houghton
4 being acting CAO with Ms. Cooper?

5 MR. PAUL BONWICK: No.

6 MR. JOHN MATHER: You were asked in
7 the first part about an email exchange between -- an
8 email that Deputy Mayor Lloyd sent to Ms. Cooper and
9 yourself in which he expressed frustration with Ms.
10 Wingrove's job performance.

11 Do you recall what I'm referring to?

12 MR. PAUL BONWICK: Yes.

13 MR. JOHN MATHER: Had you discussed
14 the possibility of Mr. Houghton becoming acting CAO
15 before Mr. Lloyd had sent that email?

16 MR. PAUL BONWICK: No.

17 MR. JOHN MATHER: Did you -- do you
18 rec -- sorry.

19 MR. PAUL BONWICK: My apologies, back
20 up. I don't believe so.

21 MR. JOHN MATHER: Do you recall if you
22 spoke with Ms. Cooper about that at any -- shortly
23 after that email was sent?

24 MR. PAUL BONWICK: No.

25 MR. JOHN MATHER: Do you recall if you

1 spoke with Ms. Cooper about the potential appointment
2 of Mr. Houghton prior to Ms. Wingrove's termination?

3 MR. PAUL BONWICK: No.

4 MR. JOHN MATHER: You testified in the
5 first part that one (1) of the things that you and Mr.
6 Lloyd discussed when it came to Mr. Houghton was that
7 Mr. Lloyd wanted you to speak to Mr. Houghton and
8 provide some encouragement to -- for him to take on
9 the position.

10 Do you recall that?

11 MR. PAUL BONWICK: Yes.

12 MR. JOHN MATHER: And I believe your
13 evidence was that you didn't recall whether or not you
14 had the opportunity to have that conversation with Mr.
15 Houghton before he was appointed, is that -- do you
16 recall that?

17 MR. PAUL BONWICK: Yes.

18 MR. JOHN MATHER: After Mr. Houghton
19 was appointment -- appointed, did you have any
20 discussions with Mr. Houghton about his appointment?

21 MR. PAUL BONWICK: Yes.

22 MR. JOHN MATHER: And what were the
23 nature of those discussions?

24 MR. PAUL BONWICK: Again, providing
25 some context, Ed and I had -- Mr. Houghton and I had a

1 relationship that went beyond Council. We were
2 friends. I had several files throughout the region
3 that I dealt with Mr. Houghton on a professional
4 basis.

5 I think, from what I recall of the
6 conversation, very shortly after agreeing to assume
7 the position and getting involved, I think it was
8 becoming evident that Mr. Houghton was being spread
9 thin; more specifically, we had a number of different
10 matters that were significant priorities for the newly
11 created or about to be newly created Collus -- or
12 PowerStream and I think the discussions were him
13 trying to stay on top of everything and being spread
14 thin and delegating and trying to get people to pull
15 up where he was not necessarily traditionally -- or
16 where he would've traditionally been more active.

17 MR. JOHN MATHER: Did you provide Mr.
18 Houghton with any advice on how to deal with the fact
19 that he was spread thin when it came to his new role
20 as CAO?

21 MR. PAUL BONWICK: Perhaps on a
22 general level. In -- in my experience and I can --
23 and I'm sure I would've reflected on my experience
24 when one has significant responsibilities. The key to
25 being able to deliver on those is having good people

1 around you and delegating and so I would suggest that
2 Ed is a very detailed -- or Mr. Houghton, sorry, I'll
3 myself off that, Mr. Houghton is a very detail
4 oriented person. He's a taskmaster in my opinion and
5 he -- my advice would've been count on your people.
6 You've got good people around you, delegate, get them
7 to step up and make it more of a team effort versus
8 trying to run with everything on your own.

9 MR. JOHN MATHER: Do you recall
10 specifically giving Mr. Houghton that advice?

11 MR. PAUL BONWICK: I recall general
12 conversations about him being spread thin and him, in
13 my experience, when that occurs, start to rely on the
14 people that you work with.

15 MR. JOHN MATHER: Other than those
16 general conversations, did you offer to provide Mr.
17 Houghton with any other form of assistance or advice
18 or direction in his capacity as CAO?

19 MR. PAUL BONWICK: I think on
20 different occasions I suggested that Mr. Houghton
21 needed to develop, for lack of a better description,
22 thicker skin.

23 The reality is Mr. Houghton prior to
24 becoming CAO, while he had some interaction with
25 Council through Public Works, I think that to the

1 largest extent was the limit of his interaction with
2 Council albeit a presentation perhaps once or twice a
3 year from Collus in terms of updates or where they
4 are, what their strategic plans are, what their
5 financial nature is.

6 Having dealt with councils, having sat
7 on Councils myself, you've got a lot of strong
8 personalities that get elected and they tend to, in my
9 experience, grab hold of issues and if staff do not
10 necessarily agree with a particular direction of an
11 individual Councillor they can be quite aggressive and
12 so my message to him was, you need to be prepared to
13 deal with Councillors and their personalities.

14 MR. JOHN MATHER: How frequently would
15 Mr. Houghton consult with you on Town matters as it
16 related to his position as CAO?

17 MR. PAUL BONWICK: I don't recall how
18 often we would speak about that. We were engaged on a
19 multitude of issues. And, again, the -- going back to
20 my earlier comments, these were professional but
21 casual conversations.

22 And so, you know, you -- you could be
23 speaking about a branding exercise, and it would
24 provide a segue for Mr. Houghton to suggest there
25 appears to be a big push-back on paving this road, I

1 can't believe Council's not following the -- the list
2 of prescribed infrastructure programs that have
3 already been proven -- or approved, and it was those
4 kinds of conversations.

5 And so, in answer to your question, I
6 do not recall the number of times. But when we were
7 having a discussion on any particular issue, it
8 provided the opportunity for Mr. Houghton, if he felt
9 appropriate, to either vent or share his experiences
10 in terms of how specific councillors or Council as a
11 whole may be moving on any given issue.

12 MR. JOHN MATHER: I -- I assume then
13 you would, from time to time, take the opportunity to
14 provide him your thoughts on the issues he was dealing
15 with?

16 MR. PAUL BONWICK: Correct.

17 MR. JOHN MATHER: I have some
18 questions now about the Green Leaf company. I'll
19 start with a basic one. Why did you form the Green
20 Leaf business?

21 MR. PAUL BONWICK: Green Leaf was
22 initially formed to deal with distribution of
23 environmental products. More specifically, the focus
24 at that point in time was a solar attic roof vent.

25 In my experience, I should go back, one

1 (1) of my longstanding clients had been a company
2 named Blackstone Energy. One (1) of their areas of
3 focus was solar energy. They were participating
4 through the Green Energy Act in building and supplying
5 and helping facilitate contracts through the
6 government for solar initiatives.

7 And so, I felt that there was potential
8 for significant opportunity in that particular area
9 and, hence, the company was formed.

10 MR. JOHN MATHER: Ms. Stec's evidence
11 was that the origin of Green Leaf, at least from her
12 perspective, was that you had grown frustrated with
13 your dealings with ISSI and, in particular, Mr. Bushey
14 and that Green Leaf was started as a way to market a
15 different solar attic vent.

16 Was that correct?

17 MR. PAUL BONWICK: I think that was
18 just one (1) part of the consideration. Again, I -- I
19 think I've answered the question in terms of why Green
20 Leaf was formed.

21 It was my opinion that there was --
22 there was a trend and that fortunately continues for
23 government, private sector and, at the end of the day,
24 private citizens to embrace environmental initiatives,
25 environmental products, and so I felt that there was

1 opportunity.

2 And certainly, part of that was the
3 introduction to the -- the solar attic roof vent.

4 MR. JOHN MATHER: Fair to say that
5 that was one (1) green initiative in what you planned
6 to be multiple green initiatives?

7 MR. PAUL BONWICK: Yes.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: As you're aware and
12 as the Inquiry hear -- has heard, in June 2012 Ms.
13 Stec become a 20 percent shareholder in Green Leaf.
14 She testified that one (1) of the reasons she invested
15 at that point in time was because you had told her
16 that you hoped that Ed would become involved in the
17 business at some point.

18 Do you recall saying that to Ms. Stec?

19 MR. PAUL BONWICK: Not at that
20 particular time. And it's -- not at that particular
21 time, no.

22 MR. JOHN MATHER: Do you recall saying
23 that to Ms. Stec at a different time?

24 MR. PAUL BONWICK: Yes. It had -- I
25 had been -- my primary source of business was through

1 government relations and communications specific to
2 Compenso. I was fortunate to have the confidence of
3 several companies in the private sector that had
4 engaged Compenso to provide services.

5 I found myself working from Thunder Bay
6 to Port Colborne. The opportunity to move in this
7 environmental direction, I think I recog -- I believe
8 I recognized it as a significant opportunity but that
9 it needed to be something separate from Green Le -- or
10 sorry, from Compenso.

11 In my experiences specific to Mr.
12 Houghton, I was aware of the fact that he was getting
13 very close to his retirement date or -- and I want to
14 qualify that by saying it's not a mandatory
15 retirement, but for the benefit of the Hearing and
16 those at home, once a civil servant or particular
17 person has a certain number of years in service, they
18 have the ability to qualify for their maximum pension.

19 That ceilings out. And then it's
20 really just a case of whether or not they want to stay
21 on in their current position and whether their
22 employer wants to stay on in their current position.

23 It was my experience that Mr. Houghton
24 was a very capable person. I was aware of the fact
25 that he was getting very close to the date that he

1 could exit with full pension. And so, Ms. Stec was
2 aware of the fact, as was Mr. Houghton, that I very
3 much thought he would make an excellent person to be
4 involved with from the Green Leaf side.

5 MR. JOHN MATHER: When did you speak
6 to Ms. Stec about Mr. Houghton's potential future
7 involvement?

8 MR. PAUL BONWICK: I think we had
9 several -- I would have spoke to her on several
10 occasions about it, just that I continued to push for
11 that potential.

12 I don't particularly remember a
13 specific date or there was no specific meetings set up
14 between Ms. Stec and myself to discuss Mr. Houghton
15 but rather it would be general discussion. And I
16 think she clearly understood what my -- my desire was
17 in terms of the opportunity to bring Mr. Houghton
18 onboard.

19 MR. JOHN MATHER: Ms. Stec also
20 testified that you had made it very clear to her that
21 Mr. Houghton could not join until he retired because
22 it would be a conflict of interest.

23 Is that something you told Ms. Stec?

24 MR. PAUL BONWICK: That would be part
25 of the discussion. I think more to the point -- so --

1 so the answer would be, yes, that would have -- that
2 would have taken place in general discussion.

3 But there was also the reality of what
4 Green Leaf, in my opinion, was able to accomplish, and
5 not specifically to only solar powered attic roof
6 vents, but there was other initiatives, energy
7 friendly DC appliances.

8 We were looking at water recapturing.
9 We had invested a significant -- or a substantial
10 amount of money on compost deodorizer. That was and
11 continues to be a significant issue that Councils or
12 municipalities are wrestling with.

13 So, I give you that background to say
14 it was developing into a complex business model, and
15 it was not something that you could do in a part-time
16 fashion. You -- you needed somebody that was going to
17 be involved in a -- in a very significant way.

18 MR. JOHN MATHER: My question was
19 about the conflict of interest. What conflict of
20 interest did you perceive if Mr. Houghton worked for
21 the Green Leaf business?

22 MR. PAUL BONWICK: I'll go to the --
23 either the solar attic roof vent or the compost
24 deodorizer. Those were two (2) initiatives that we
25 were fully immersed in.

1 We were proposing pilot programs. We
2 were proposing that municipalities purchase the
3 compost deodorizer, for example. Municipalities,
4 Simcoe County, others had launched what we know today
5 as the green bin program; it was a composting
6 initiative.

7 They were not getting the levels of
8 participation that they wanted in the green bin
9 programs. Through research, we had identified that
10 three (3) areas of -- three (3) areas that were
11 inhibiting participation in the green bin program, one
12 (1) was odour, especially during the summer months,
13 one (1) was animals, more specifically raccoons, and
14 one (1) was bugs.

15 And so, I give you that background to
16 say we would be making pitches -- or Ms. Stec would be
17 making pitches to municipalities, including
18 Collingwood and Simcoe County, to participate in this
19 program.

20 If Mr. Houghton is attached to that, it
21 would be difficult for him to take a managerial
22 position with Green Leaf, so you can appreciate where
23 the conflict might be there.

24 MR. JOHN MATHER: Because he was
25 acting CAO?

1 MR. PAUL BONWICK: I don't know that
2 he was acting CAO then. He could have been for that
3 period of time. But, again, I come back to it was my
4 intention to -- it was my hope to bring him onboard
5 with Green Leaf.

6 And so how he could work part-time for
7 Green Leaf and advance something like the compost
8 deodorizer and still have his position with Collus or
9 with the municipality would, a) create a conflict and,
10 b) wouldn't meet the needs of Green Leaf in terms of
11 having somebody that was there day in, day out helping
12 move these business models forward.

13 MR. JOHN MATHER: And the conflict
14 being that, either in his capacity at Collus or at the
15 municipality, he might also -- he may be a
16 representative of a potential customer?

17 MR. PAUL BONWICK: Fair, yes.

18 MR. JOHN MATHER: Pull up paragraph
19 807 of the Foundation Document.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: So, this paragraph
24 refers to a memorandum that Ms. Stec sent to Ed
25 Houghton and yourself on January 4th, 2013, setting

1 out ongoing Green Leaf projects.

2 Ms. Stec's evidence was that you had
3 directed her to send this memo to Mr. Houghton. Is
4 that correct?

5 MR. PAUL BONWICK: While I don't
6 recall that, I would concur that that's how it would
7 have got there if it got there.

8 MR. JOHN MATHER: In part 1, you gave
9 evidence about your continued interest in having Mr.
10 Houghton join you in business. And so, one (1) of the
11 things you would do is provide information to show Mr.
12 Houghton the sort of work he could be involved with
13 and hope that he would reconsider joining Green Leaf.

14 Is this an example of you providing
15 information to Mr. Houghton to get him to consider to
16 join -- to join Green Leaf?

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: Do you mind if I
21 take a sec and --

22 MR. JOHN MATHER: Certainly. And you
23 can direct the court operator and we can open up the
24 document, as well.

25

1 (BRIEF PAUSE)

2

3 MR. PAUL BONWICK: Sorry, sorry, can
4 you repeat the question again, please, now?

5 MR. JOHN MATHER: You gave evidence in
6 part 1 that you continued to have an interest in
7 having Mr. Houghton join you in business.

8 And one (1) of the things you would do
9 is provide Mr. Houghton with information about what
10 was going on with Green Leaf or -- and earlier with
11 respect to ISSI in order to show him the sort of work
12 that he could be getting involved with and as a way to
13 maybe see if he would reconsider whether or not he
14 would join you.

15 And my question was whether this
16 instance of Ms. Stec sending Mr. Houghton a memo about
17 Green Leaf initiatives was an example of that?

18 MR. PAUL BONWICK: I'm not sure if
19 it's an example of that. It could have been my
20 underlying thought in terms of letting him know some
21 of the things that we're engaged with.

22 One (1) of the challenges that we had
23 within the Green Leaf -- within the organization
24 itself was the primary responsibilities I had through
25 Compenso to other clients.

1 And so, we were challenged with getting
2 strategic focus and identifying priorities and
3 developing plans that would allow us to get there.
4 And so, I had reached out to Mr. Houghton, and I'm not
5 sure if it's in and around this time or not, whereby
6 would he be prepared to lend some assistance in terms
7 of helping Abby and I develop a strategic plan to
8 address many of the opportunities that we had
9 identified.

10 MR. JOHN MATHER: And why did you
11 identify Mr. Houghton for that task?

12 MR. PAUL BONWICK: It goes back to my
13 knowledge of how Ed mis -- Mr. Houghton works, his
14 reputation. I've seen him in action with Collus.
15 I've seen him in action over the years during my time
16 in Parliament. He's a very knowledgeable guy, forward
17 thinking, progressive business approach.

18 I would have been aware, I'm sure, that
19 he would have led strategic planning exercises for the
20 municipality, as well as through various other
21 entities within the LDC world.

22 And so, based on that and the level of
23 confident and trust I had in him, he seemed like an
24 ideal candidate to sort of step out -- or have
25 somebody that's independent, not involved in the

1 company, help identify a -- or at least steer us in a
2 direction that would make some sense in terms of
3 structure and approach.

4 MR. JOHN MATHER: Did Green Leaf,
5 yourself, or Ms. Stec pay Mr. Houghton for his
6 assistance in that respect?

7 MR. PAUL BONWICK: No.

8 MR. JOHN MATHER: Was he provided any
9 other form of benefit for his assistance --

10 MR. PAUL BONWICK: No.

11 MR. JOHN MATHER: -- in that respect?

12 As you've heard, just please wait until I finish --

13 MR. PAUL BONWICK: Sorry.

14 MR. JOHN MATHER: -- my question
15 before you answer just for the transcript's purposes.

16 MR. PAUL BONWICK: No.

17 MR. JOHN MATHER: Was part of the
18 reason you involved Mr. Houghton in strategic planning
19 in order to show Mr. Houghton what was going on with
20 the business that you hoped he'd some day join when he
21 retired?

22 MR. PAUL BONWICK: I'm sure in my mind
23 that was part of the motivation. The reality was
24 described in my earlier answer, and that was that I
25 believed he was fully capable of helping us in terms

1 of structure and approach.

2 MR. JOHN MATHER: If we could scroll
3 down to paragraph 808. So, Mr. Houghton responds to
4 the email that Ms. Stec sends. And he says:

5 "I'm not sure why you sent this to
6 me. I'm sure it was an error."

7 Ms. Stec replies apologizing and saying
8 that the email was meant for another one of her
9 contacts. In Ms. Stec's evidence, she said that you
10 dictated to her how to respond to Mr. Houghton's
11 email. Is that correct?

12 MR. PAUL BONWICK: It's entirely
13 possible. I do not recall the situation. But as I
14 look through the court book, Ms. Stec would not have
15 taken it upon herself to send that information out
16 without speaking with me.

17 As I've mentioned, I was out of the
18 office I would say 80 percent of the time. And so, if
19 she received this response back from Mr. Houghton, I'm
20 going to work on the premise that I did not give Mr.
21 Houghton a heads-up that I was going to send this
22 information to him.

23 He gave this response. And so, I can
24 only assume that I very well would have said to Ms.
25 Stec sitting there, please excuse.

1 MR. JOHN MATHER: Did you have any
2 conversations with Mr. Houghton that you recall about
3 this specific email interaction?

4 MR. PAUL BONWICK: No.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: Other than Ms. Stec,
9 were there ever any other shareholders in Green Leaf?

10 MR. PAUL BONWICK: No.

11 MR. JOHN MATHER: You paused there for
12 a moment. Is there a reason why?

13 MR. PAUL BONWICK: I have a couple of
14 different companies. I wanted to --

15 MR. JOHN MATHER: Fair enough.

16 MR. PAUL BONWICK: -- think about that
17 one (1).

18 MR. JOHN MATHER: The Inquiry has seen
19 references in some documents, specifically Green Leaf
20 banking documents, to Christine Harper being a
21 shareholder in Green Leaf.

22 Was she ever a shareholder?

23 MR. PAUL BONWICK: Never.

24 MR. JOHN MATHER: Do you have any
25 sense of why banking documents would indicate she was

1 a shareholder?

2 MR. PAUL BONWICK: No. If you'll
3 recall, I went through this with Ms. McGrann several
4 weeks ago. I'm not sure how the banking documents --
5 she had signing authority to process invoices and
6 payments, and so I have no idea how that got
7 transcribed over from a bank.

8 But the corporate documents clearly
9 indicate that she has never, was never a shareholder.
10 She was simply the bookkeeper.

11 MR. JOHN MATHER: Moving on to discuss
12 Sprung. When did you first become aware of Sprung as
13 a company?

14 MR. PAUL BONWICK: It's -- to the best
15 of my recollection, Ms. Stec introduced Sprung or the
16 leads for Sprung to me.

17 MR. JOHN MATHER: When was that? Do
18 you recall?

19 MR. PAUL BONWICK: I don't recall the
20 exact date.

21 MR. JOHN MATHER: If we can pull up
22 TOC50028.

23

24 (BRIEF PAUSE)

25

1 MR. JOHN MATHER: So this is an email
2 from June 14th, 2011. It's an email from Ms. Stec to
3 yourself, Mr. Houghton, Michelle Rich at the
4 Environment Network, Kevin Lloyd and Roberta Hirst at
5 the Pretty River Academy and a woman named Laura
6 MacDougall. It is talking about a meeting that's
7 scheduled for the next day -- oh, a meeting that has
8 been rescheduled to June 21st, 2012 and if we could
9 open up the attachment to this email.

10

11 (BRIEF PAUSE)

12

13

14 MR. JOHN MATHER: This is just to
15 assist you, Mr. Bonwick. If we can scroll down. This
16 is the agenda that was attached to Ms. Stec's email.

17 Ms. Stec's testimony was that she came
18 to work for you in October 2011 after you and her had
19 worked together on a Pretty River Academy project, the
20 one that's being discussed in this email in this
21 agenda.

22 Do you recall this project?

23 MR. PAUL BONWICK: I don't know that I
24 would necessarily look at it as a project. Can you
25 scroll down a little bit please just so I can see the

1 -- sorry, my -- we do that to you all the time. Could
2 you go up, please.

3 So I'm not sure exactly why -- I don't
4 recall exactly why or who -- I should say who put us -
5 - put me in touch with Ms. Stec over the -- this
6 particular agenda or this approach. I know why I was
7 put in touch with them. They were looking at two (2)
8 initiatives, one was a -- they had what were referred
9 to as FIT contracts back in 2011. They had been
10 brought out by the government and they were one (1) of
11 the types of FIT contracts that was available, was
12 solar power generation and so you had private-sector,
13 public-sector and not-for-profit sector participating
14 in what these -- these prescribed FIT programs and
15 they were revenue-generating, if you're familiar with
16 them or not, I don't know.

17 This was one (1) thing that the Pretty
18 River Academy was looking at. During that period of
19 time, one (1) of my clients was Blackstone Energy.
20 Blackstone Energy was, I would say, one (1) of the
21 larger suppliers of solar panels specific to the FIT
22 programs. They also managed the applications through
23 the FIT programs and so that was part of the rationale
24 in terms of why I was brought into that meeting.

25 The second part was that the Pretty

1 River Academy had identified at that time to me that
2 they were looking at moving into the environmental
3 sciences in terms of providing education in that
4 particular arena.

5 Another one (1) of my clients owned a
6 property just outside of Nottawa which is just south
7 of Collingwood. It was -- it was really an eco trout
8 Farm. It was about a hundred acres, maybe a little bit
9 more than that. The gentleman was looking at
10 divesting himself of that property and there was -- as
11 the initiative unfolded, there was discussion about
12 how they might expand their environmental education
13 program to include off-site works on that site as
14 well. And so that's kind of what I was there for in
15 terms of providing feedback on how this might work.

16 MR. JOHN MATHER: So I just want to
17 make sure I understand this. Your -- the Pretty River
18 Academy is looking at two (2) things. One (1)
19 potentially getting involved in a government program
20 involving solar power vents and you have a client that
21 works in that space and also looking at expanding into
22 environmental sciences, and potentially using land of
23 another individual your -- you know, is that fair?

24 MR. PAUL BONWICK: I think I brought
25 this -- so to answer your question the first part,

1 yes. The second part yes and I think they had -- and
2 I don't recall in any detail, but they had some
3 significant economic -- sorry environmental
4 initiatives I think off the back of their property.
5 They had a wet marsh area back there. The property
6 was limited in terms of what they were able to do.

7 I think it was potentially me that
8 brought the concept of if you're going to embrace this
9 kind of expanded educational program, this might be an
10 option for PRA to look at in terms of something that's
11 close and we had discussions about if we're going to
12 go down that path about engaging the Catholic school,
13 the high school and the high school in Collingwood as
14 well, as well as other schools and create sort of a
15 regional so I hope that gives you some background in
16 terms of the discussions primarily that I was there
17 for.

18 MR. JOHN MATHER: It does. Do you
19 know -- we -- we looked at the group of people who
20 were invited to this meeting. Do you know who brought
21 that group of people together?

22 MR. PAUL BONWICK: Can you go back to
23 it, please.

24 MR. JOHN MATHER: TOC50028.

25

1 (BRIEF PAUSE)

2

3 MR. PAUL BONWICK: I would say there's
4 two (2) -- there's three (3) likely possibilities
5 about why I would get earmarked or identified as an
6 invitee on this one. I don't know this for sure, but
7 I'm thinking Bobbi (phonetic) Murray Hirst was my
8 neighbour. She lived four (4) doors down from me.
9 Michelle Rich I had had significant interaction -- did
10 I see her on there or no -- yeah, I thought so.

11 I had had significant interaction with
12 Michelle Rich during my time in Parliament and knowing
13 her husband she might've had some understanding of
14 what we do. Councillor Lloyd -- I see Kevin Lloyd on
15 there. He may have referred -- or referred my name as
16 well. I'm just not sure who that came from, but the
17 only person I really don't know on that list is Ms.
18 MacDougall.

19 MR. JOHN MATHER: Go to paragraph 24
20 of the Foundation Document.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: So this is an email
25 that Ms. Stec sent you copying Mr. Bonwick in relation

1 to the Pretty River Academy and solar panels --

2 THE HONOURABLE FRANK MARROCCO:

3 Copying, this is Mr. --

4 MR. JOHN MATHER: Sorry, Mr. Houghton

5 --

6 THE HONOURABLE FRANK MARROCCO: -- you

7 said copying --

8 MR. JOHN MATHER: Mr. Houghton. Thank

9 you, sorry.

10

11 CONTINUED BY MR. JOHN MATHER:

12 MR. JOHN MATHER: It's relating to the

13 Pretty River Academy and the potential for a flat roof

14 structure as a fabric dome structure for the sports

15 facility. Ms. Stec's evidence was that at this point

16 in time she was going to set up a meeting with Sprung

17 Structures who she had dealt with before to discuss if

18 it was possible to put solar panels on a Sprung

19 structure.

20 Do you recall Ms. Stec sending you and

21 Mr. Houghton an email about Sprung Structures in June

22 2011.

23 MR. PAUL BONWICK: No.

24 MR. JOHN MATHER: When you said

25 earlier that Ms. Stec introduced you to Sprung

1 Structures, was this what you were referring to or
2 were you referring to something else?

3 MR. PAUL BONWICK: Something else.

4 MR. JOHN MATHER: And what was that
5 that you were referring to?

6 MR. PAUL BONWICK: I don't recall
7 exactly when, but Ms. Stec had -- had some interaction
8 with Mr. Lloyd or possibly one (1) of his colleagues
9 and Mr. Lloyd -- Tom Lloyd, sorry, and if memory
10 serves me correctly I believe she brought them by the
11 office and I was in the -- happened to be in the
12 office that day and provided an introduction; that's
13 sort of the first, I think I'd really heard of Sprung
14 or recall hearing of Sprung specifically.

15 MR. JOHN MATHER: And Ms. Stec gave
16 evidence that she recalls attending a lunch -- having
17 a lunch with Tom Lloyd when he was in town sometime in
18 or around June 2012 and following that bringing Mr.
19 Lloyd, Mr. Tom Lloyd, to meet you in the offices.

20 Is that what you're referring to?

21 MR. PAUL BONWICK: I don't know. I'm
22 -- I didn't know. I don't recall them talking about
23 being out for lunch. I just recall Ms. Stec calling
24 me. I was in the office, which was not often and I
25 remember on one (1) occasion she brought -- I'm not

1 positive, but I thought it was two (2) people from
2 Stron -- Sprung but it could have been one (1) to do
3 an introduction.

4 MR. JOHN MATHER: Do you recall having
5 discussions with anyone about Sprung prior to when Ms.
6 Stec introduced you to Tom Lloyd?

7 MR. PAUL BONWICK: No.

8 MR. JOHN MATHER: Do you recall when
9 you first became aware that the Town might consider
10 purchasing a Sprung structure or structures for
11 recreation facilities?

12 MR. PAUL BONWICK: Not an exact date.
13 No, not an exact date.

14 MR. JOHN MATHER: Do you remember how
15 you first became aware?

16 MR. PAUL BONWICK: I'm not sure if it
17 was through -- I'm going to suggest it was likely
18 through Ms. Stec, but I don't know that for sure.

19 MR. JOHN MATHER: Do you know if you
20 were aware that the Town might consider purchasing a
21 Sprung structure before or after the first time you
22 met Tom Lloyd?

23 MR. PAUL BONWICK: Would have been
24 after.

25 MR. JOHN MATHER: As you're aware,

1 the Deputy Mayor Rick Lloyd's evidence was that he
2 attended the FCM conference in early June 2012 when --
3 and that is when he first learned about Sprung and he
4 said that after he learned about Sprung he would -- he
5 would tell everyone about Sprung.

6 Do you recall ever having a
7 conversation with Deputy Mayor Lloyd about Sprung?

8 MR. PAUL BONWICK: Yes.

9 MR. JOHN MATHER: And what do you
10 recall about that conversation?

11 MR. PAUL BONWICK: I don't recall the
12 date. I recall him speaking to me in a rather excited
13 manner. He seemed to be -- he seemed to be very
14 excited about this Sprung solution in the face of what
15 they were dealing with as an alternative.

16 Rightly or wrongly, and I think in
17 fairness to the steering committee -- I go back to
18 that, the steering committee, I think there was a lot
19 of great work done there, but from what I've seen a
20 lot of passionate people involved.

21 I don't know that in 2009 or early
22 2010, there was an appropriate range in terms of
23 reference provided to the committee and so what was
24 before Council was a proposal for a \$35 million plus
25 solution, based on the feedback that I had had from

1 Councillor -- or sorry Deputy Mayor Rick Lloyd -- I'll
2 say people's first names because there's a few of them
3 -- was significant concern that Council might go in
4 that direction.

5 He was intimately aware that Councils
6 had been down this path over many years and I think it
7 was his opinion that Council wanted to act on
8 recreational facilities. I think it was also his
9 concern that they may move in a direction that takes
10 them down a path where there is a, you know, his
11 evidence suggests 43 million. I've not seen that
12 number.

13 The evidence that I've seen or the
14 information on the court books suggests it's \$35
15 million plus but there seemed to be concern over that
16 and so I -- my take-away on that was that Deputy Mayor
17 Lloyd seemed to be very excited about something that
18 might suit the needs of the municipality and arguably
19 be 20 or 30 percent of the price.

20 MR. JOHN MATHER: Do you recall if you
21 had this conversation with Deputy Mayor Lloyd prior to
22 meeting with BLT on July 26th, 2012?

23 MR. PAUL BONWICK: I don't recall the
24 exact date.

25 MR. JOHN MATHER: Do you know if it

1 was before or after you had the meeting with BLT to
2 discuss what role Green Leaf might have when it came
3 to the recreation facilities?

4 MR. PAUL BONWICK: Is that the same
5 date?

6 MR. JOHN MATHER: The evidence is that
7 on July 26th there was an introductory meeting with
8 Green Leaf and BLT. Do you know the meeting I'm
9 referring to?

10 MR. PAUL BONWICK: Did you say July
11 26, sorry?

12 MR. JOHN MATHER: Sorry July 26th.

13 MR. PAUL BONWICK: And so please
14 repeat your question?

15 MR. JOHN MATHER: My first question
16 is: Do you know the meeting I'm referring to, the
17 introductory meeting with BLT in which it was
18 discussed what Green Leaf could do for BLT with
19 respect to the recreation facilities?

20 MR. PAUL BONWICK: Okay, yes, I recall
21 that meeting.

22 MR. JOHN MATHER: Okay. Was your
23 conversation with Deputy Mayor Lloyd about the Sprung
24 Structures, do you know if it happened before or after
25 that meeting?

1 MR. PAUL BONWICK: I don't recall
2 whether it was before or after.

3 MR. JOHN MATHER: You've spoken about
4 what Deputy Mayor Lloyd told you with respect to the
5 steering committee, my question for you right now is
6 what -- specifically what you knew or how closely you
7 were following the recreation facility decisions that
8 were going on in the March to July 2012 time.

9 Was that something you were appri ---
10 you keep staying apprised of?

11 MR. PAUL BONWICK: I -- at a
12 superficial level, I was aware that the report had
13 come forward. I hadn't followed it in great detail.
14 I hadn't read the report, but it had come to my
15 understanding that the report was a focused on
16 creating an integrated multiuse complex or facility at
17 Central Park and that that solution was upwards of \$35
18 million. I think to the largest extent that's sort of
19 what I knew about it going in.

20 MR. JOHN MATHER: Were you aware of
21 the June 11th strategic planning session that Council
22 had regarding recre -- recreation facilities? Were
23 you aware of that at the time?

24 MR. PAUL BONWICK: I don't recall
25 being aware of that. I did not attend it.

1 MR. JOHN MATHER: We've also heard a
2 fair bit about the July 16th, 2012 Council meeting in
3 which Council directed staff to report back on a
4 single pad arena, as well as a fabric cover for the
5 pool.

6 Were you aware of Council's direction
7 at that time?

8 MR. PAUL BONWICK: Sorry, could you
9 repeat the date?

10 MR. JOHN MATHER: July 16th.

11 MR. PAUL BONWICK: Not at that time.

12 MR. JOHN MATHER: Do you recall --
13 when did you become aware of the direction that
14 Council provided on July 16th?

15 MR. PAUL BONWICK: I don't recall the
16 exact date. Obviously some time afterwards, but I
17 don't recall the exact date.

18 MR. JOHN MATHER: Do you recall how
19 you became aware?

20 MR. PAUL BONWICK: Not exactly, not
21 exactly.

22 MR. JOHN MATHER: Your Honour, I'm
23 wondering if this is a good opportunity for the
24 morning.

25 THE HONOURABLE FRANK MARROCCO: We'll

1 take ten (10) minutes, Mr. Mather.

2

3 --- Upon recessing at 10:18 p.m.

4 --- Upon resuming at 10:30 a.m.

5

6 CONTINUED BY MR. JOHN MATHER:

7 MR. JOHN MATHER: Mr. Bonwick, before

8 we took the break, we had discussed, or at least

9 introduced, the July 26th, 2012, meeting with BLT.

10 Ms. Stec's evidence was that, at some point prior to

11 that meeting you discussed with her the possibility

12 that the recreation facilities could be sole sourced.

13 What do you recall about that

14 conversation?

15 MR. PAUL BONWICK: I don't recall

16 using the terminology 'sole source'. I think that

17 there -- that I would have had a general sense that

18 Council as a whole was very much engulfed in the

19 situation related to delivering re -- new recreational

20 facilities to the Town of Collingwood and that the --

21 that the Council might look at trying to find a way to

22 expedite the acquisition and delivery of those

23 facilities.

24 MR. JOHN MATHER: You've talked about

25 that several times now. I guess my question at this

1 point is: Were you aware of a circumstance in which
2 the Council could erect recreation facilities without
3 going to a pro -- competitive re -- procurement?

4 MR. PAUL BONWICK: It was my
5 understanding during that period of time and the time
6 leading up to it that Council maintained the authority
7 to move in any particular direction they wanted to as
8 it related to an RFP, a sole source, or an invited
9 bid.

10 MR. JOHN MATHER: And what was your
11 source of that understanding?

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: I believed Council
16 through a majority vote maintained the -- the autonomy
17 and the authority to move in any particular direction
18 they wanted as long as it didn't contravene the
19 Municipal Act.

20 MR. JOHN MATHER: Did you have any
21 awareness of the purchasing bylaw that was in place
22 with Council in 2012?

23 MR. PAUL BONWICK: No. Let me back up
24 there for a moment, please. Was I aware that one (1)
25 existed or was I aware of the contents of it?

1 MR. JOHN MATHER: We'll start with the
2 first one (1). Were you aware that it existed?

3 MR. PAUL BONWICK: I believe I would
4 have had an un -- I would have had an understanding
5 that there would have been a procurement bylaw of some
6 type. Most municipalities have them.

7 MR. JOHN MATHER: And was it your
8 understanding that that procurement bylaw would govern
9 the circumstances in which the municipality would go
10 to RFP, would do a sole source, or would do an invited
11 bid?

12 MR. PAUL BONWICK: It would be my
13 understanding that the procurement bylaw would
14 encapsulate all manner of procurement for the
15 municipality and the rules therein.

16 MR. JOHN MATHER: Did you have
17 knowledge about the content of that bylaw when it came
18 to RFPs versus sole sourcing versus invited bids?

19 MR. PAUL BONWICK: No.

20 MR. JOHN MATHER: Prior to meeting
21 with BLT on July 26th, 2012, did you take any steps to
22 understand what the rules were when it came to RFPs,
23 sole sourcing, or invited bids?

24 MR. PAUL BONWICK: No additional steps
25 other than the understanding that I had developed over

1 a number of years. And that was that, if Council was
2 considering a par -- particular direction and if the
3 clerk or their lawyer identified that that approach
4 wasn't keeping with the Municipal Act, then they were
5 entitled to move in that direction.

6 MR. JOHN MATHER: Did you understand
7 that Council could be constrained at all by the
8 purchasing bylaw?

9 MR. PAUL BONWICK: No more so than
10 what I've just described to you.

11 MR. JOHN MATHER: And I take what
12 you're describing to me is that, as long as it doesn't
13 contravene the Municipal Act, Council can essentially
14 make whatever procurement decision it thinks is in the
15 best interest of the Town?

16 MR. PAUL BONWICK: I would go maybe a
17 step beyond that and suggest that, subject to staff,
18 so not understanding or being knowledgeable about the
19 details contained within their procurement bylaw, that
20 if staff wanted to move in a particular direction,
21 should staff research that direction and deem that
22 it's not contrary to rules and regulations, then in
23 fact they have the autonomy and the authority to be
24 able to move in that direction.

25 MR. JOHN MATHER: Other than speaking

1 with Ms. Stec about the possibility of expediting the
2 process or proceeding with a sole source, did you
3 speak with anyone else before the July 26th meeting
4 about the options that might be available to Council
5 when it came to procuring the Spru -- the Sprung
6 facilities?

7 MR. PAUL BONWICK: Not that I recall.

8 MR. JOHN MATHER: Ms. Stec testified
9 that at some point prior to the July 26th meeting she
10 attended a meeting with yourself and the deputy mayor
11 to discuss Sprung more generally.

12 Do you recall attending any such
13 meeting?

14 MR. PAUL BONWICK: No.

15 MR. JOHN MATHER: Do you recall
16 attending any meeting with Ms. Stec and Deputy Mayor
17 Lloyd in which Sprung or the recreation facilities was
18 discussed?

19 MR. PAUL BONWICK: No.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: Going back again as
24 a point in time to the July 26th, 2012, meeting, what
25 conversations do you recall having with Tom Lloyd, of

1 Sprung, prior to the July 26th meeting?

2

3

(BRIEF PAUSE)

4

5

MR. PAUL BONWICK: I -- I think I
6 spoke with Mr. Lloyd on two (2) occasions that I
7 recall. One (1) was the introductory meeting and one
8 (1) was, I believe -- it could have been a meeting,
9 but I believe it was a subsequent phone call, again,
10 discussion on Sprung.

11

MR. JOHN MATHER: What was the nature
12 of the discussion at the introductory meeting?

13

MR. PAUL BONWICK: The nature of the
14 discussion at the introductory meeting was exactly
15 that; it was an introduction. I wasn't familiar with
16 the company. I wasn't familiar with the technology.

17

I learned through his words, through
18 his message, what it was, what it had accomplished,
19 the company itself, some of the projects that they had
20 been involved with.

21

There was, if I recall, and I could be
22 confusing the -- the conversations in the two (2)
23 meetings, but I -- I believe there was, in the
24 introductory, discussions. There was an appetite by
25 Mr. Lloyd to take a -- become much more active in the

1 Ontario and eastern provinces in terms of delivering
2 product.

3 MR. JOHN MATHER: And then what led to
4 the second conversation with Mr. Lloyd, the phone
5 conversation?

6 MR. PAUL BONWICK: I think I wanted an
7 opportunity to learn more about it other than meeting
8 with the regional sales manager and hearing what he
9 had to say, just a little bit of background work and
10 looking at their website, looking at alternatives that
11 were available in Canada at that time, or North
12 America perhaps would have been what research, getting
13 a better understanding in terms of where I thought
14 there might be market opportunity in terms of what he
15 was thinking, starting to get my head wrapped around
16 other opportunities.

17 I think he had been clear that they had
18 done extensive work with other governments, municipal,
19 a lot with the Federal Government, I think just an
20 opportunity to learn more about it was and what
21 opportunities it might -- it might present.

22 MR. JOHN MATHER: You said something
23 about, "Other than meeting with a regional sales
24 manager." Had you met with someone else from Sprung?

25 MR. PAUL BONWICK: No. I'm saying

1 getting an alternate source of information other than
2 the regional sales manager.

3 MR. JOHN MATHER: Who was the regional
4 sales manager?

5 MR. PAUL BONWICK: I think that's Tom
6 Sprung, isn't...

7 MR. JOHN MATHER: Mr. Lloyd...?

8 MR. PAUL BONWICK: Or sorry, Mr. --
9 Mr. Tom Lloyd.

10 MR. JOHN MATHER: Tom Lloyd. So, he
11 was the regional sales manager?

12 MR. PAUL BONWICK: Correct.

13 MR. JOHN MATHER: Okay.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: So, I take it from
18 your answer you're the -- you initiated the call with
19 Mr. Lloyd. Is that correct?

20 MR. PAUL BONWICK: No.

21 MR. JOHN MATHER: Who initiated the
22 call?

23 MR. PAUL BONWICK: There was an
24 agreement at the meeting that we might follow up -- I
25 think there was sort of a consensus at the meeting

1 that we would follow up at some point in the near
2 future.

3 Who initiated the call? I suspect Ms.
4 Stec would have coordinated the call. Who asked for
5 the call? I believe it would be Mr. Lloyd.

6 MR. JOHN MATHER: Between the --

7 MR. PAUL BONWICK: Tom Lloyd.

8 MR. JOHN MATHER: Yes. Thank you.

9 Between the initial meeting with Mr. Tom Lloyd and the
10 phone call with Tom Lloyd, did you become aware that
11 Collingwood was looking into potentially purchasing
12 Sprung structures?

13 MR. PAUL BONWICK: Can you give me the
14 dates again, please?

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: I can give you a
19 time line.

20 MR. PAUL BONWICK: Okay. Thank you.

21 MR. JOHN MATHER: Ms. Stec and Mr.
22 Lloyd's recollection was that there was an initial
23 meeting sometime near the end of June and beginning of
24 July 2012. And we see that there is a meeting with
25 BLT on July 26th, 2012.

1 I understand from what you're saying is
2 you had two (2) conversations with Mr. Tom Lloyd, an
3 initial meeting with him and a subsequent phone
4 conversation.

5 Do you recall if you learned between
6 the initial meeting and the subsequent phone
7 conversation that Collingwood was looking into or
8 considering purchasing Sprung structures?

9 MR. PAUL BONWICK: I -- I can't recall
10 the exact date that I learned that, no.

11 MR. JOHN MATHER: Did you and Mr. Tom
12 Lloyd ever discuss the fact that he had been in
13 contact with people from the Town about Sprung and
14 potential recreation facilities?

15 MR. PAUL BONWICK: I'm not sure
16 exactly when Mr. Lloyd -- Mr. Tom Lloyd informed me
17 that they're -- that they were engaged with the
18 municipality specific to these two (2) things.

19 I believe in the introductory meeting
20 he had referenced that they had looked at supplying a
21 year-round cover for the Centennial pool. I wasn't
22 sure exactly when that date was that they had been
23 engaged in that, but it had been sometime prior to
24 that.

25 Either through Ms. Stec or Mr. Lloyd, I

1 was aware that -- I think I'd been made aware that
2 they had looked at providing a dome facility for the
3 Pretty River Academy. I don't know that there was any
4 discussion about anything beyond that at that point in
5 time, but, again, I don't recall the details of the
6 conversation beyond that.

7 MR. JOHN MATHER: Mr. Lloyd's evidence
8 was that he had what he recalled to be two (2) to
9 three (3) phone conversations with you prior to the
10 July 26, 2012, Council meeting and that the purpose of
11 at least some of those phone conversations was
12 discussing how either yourself or Green Leaf could be
13 involved in the Collingwood projects.

14 Do you have any recollection of that?

15 MR. PAUL BONWICK: I remem -- so, two
16 (2) to three (3) calls? No, I do not. And I'm not
17 suggesting they didn't happen. I don't -- do not
18 recall whether there was two (2) or three (3) calls.

19 Ms. Stec had indicated, and I think it
20 was at the introductory meeting, and potentially
21 before that, that either she was or was about to
22 become a manufacturer's representative for Sprung.

23 Again, I'm not positive, but I think it
24 was -- I think she was already a manufacturer's
25 representative, but I don't know that for sure, prior

1 to the introduction.

2 In our -- in my discussion with Mr.
3 Lloyd, it's entirely possible that we may have -- or
4 he may have introduced the idea of becoming much more
5 engaged -- in us becoming much more engaged in the
6 Collingwood initiative.

7 MR. JOHN MATHER: Do you have any
8 specific recollections of having conversations with
9 Mr. Lloyd prior to meeting with BLT on July 26th about
10 becoming engaged in the Collingwood projects?

11 MR. PAUL BONWICK: No.

12 MR. JOHN MATHER: Mr. Lloyd gave
13 evidence that one (1) of the things he did in relation
14 to the conversations he recalled having with you was
15 that he phoned Pat Mills, who was a manufacturer's rep
16 for Sprung and had already been involved in
17 discussions with the Town, and asked Mr. Mills whether
18 or not he would be prepared to share his commission
19 with you or Green Leaf.

20 Were you aware that Mr. Lloyd -- Mr.
21 Tom Lloyd had had those sorts of conversations with a
22 manufacturer's rep?

23 MR. PAUL BONWICK: No. And if I
24 might, I'm unsure -- I can't speak on behalf of Mr.
25 Lloyd, but there was certainly no discussion about

1 Green Leaf splitting any commission, so the answer
2 would be, no.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Prior to July 26th,
7 2012, do you recall having any discussions with Mr.
8 Tom Lloyd generally about either yourself, Green Leaf,
9 or Ms. Stec being paid any form of commission should
10 Collingwood decide to proceed with any Sprung
11 structures?

12 MR. PAUL BONWICK: No.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: What did you
17 understand a Sprung manufacturer's rep did?

18

19 (BRIEF PAUSE)

20

21 MR. PAUL BONWICK: From what I recall,
22 a Sprung manufacturer's rep would identify a potential
23 opportunity within the public or private sector, and
24 should that opportunity be realized, that there was a
25 commission paid of some type.

1 MR. JOHN MATHER: At any point did you
2 make inquiries of Ms. Stec about whether or not since
3 -- whether or not she would be entitled to any
4 commission with respect to Collingwood given that she
5 was a manufacturer's representative for Sprung?

6 MR. PAUL BONWICK: No.

7 MR. JOHN MATHER: Why didn't you make
8 those inquiries?

9 MR. PAUL BONWICK: I was unsure about
10 what was unfolding at the time. We had not had a
11 formal meeting to discuss what our level of engagement
12 might be.

13 I would work on the assumption that, if
14 there was -- if Ms. Stec was employed with Green Leaf
15 and a partner in Green Leaf, that I would be made
16 aware of any potential commissions or moneys that
17 would be coming in as a result of her efforts.

18 MR. JOHN MATHER: Did Ms. Stec ever
19 speak to you about whether or not she had considered
20 or whether or not it had been discussed between her
21 and Tom Lloyd if she would be entitled to a commission
22 with respect to the Collingwood projects?

23 MR. PAUL BONWICK: I'm sorry.

24 MR. JOHN MATHER: Fair enough. You
25 said that, as -- as Ms. Stec's business partner, you

1 would expect that she would discuss with you whether
2 or not she was entitled to a commission or would be
3 expecting a commission with respect to Collingwood.

4 Is that fair?

5 MR. PAUL BONWICK: Yes.

6 MR. JOHN MATHER: My question was: Do
7 you remember if she ever just spoke with you generally
8 about whether that was a possibility?

9 MR. PAUL BONWICK: No.

10 MR. JOHN MATHER: In your conversation
11 with Mr. Tom Lloyd before July 26th, 2012, did you
12 speak to him about the idea that you've spoken about a
13 few times today, that Council may be considering or
14 may be in a position to consider expediting the
15 recreation facility decision?

16 MR. PAUL BONWICK: I don't recall the
17 exact details of the conversation. I am confident, if
18 I was having a discussion on the matter, that I would
19 have revisited the history of the community as it
20 relates to recreational facilities.

21 I'm sure I would have taken the time to
22 inform him that this Council appears to be motivated
23 to actually deliver in this term. I don't know that I
24 would have gone beyond that.

25 MR. JOHN MATHER: Do you recall if you

1 specifically discussed the possibility that the Town
2 might not engage in an RFP in order to expedite the
3 process?

4 MR. PAUL BONWICK: Not at that time.

5 MR. JOHN MATHER: Going back to the
6 July 26 meeting with BLT and Sprung -- sorry, with BLT
7 and Green Leaf, Ms. Stec's evidence was that it was
8 you who requested a meeting with BLT. Is that
9 correct?

10 MR. PAUL BONWICK: Yes.

11 MR. JOHN MATHER: Why did you want to
12 meet with BLT?

13 MR. PAUL BONWICK: It would have been
14 as a result of inter -- internal discussions with Ms.
15 Stec. It would have been a result of the fact finding
16 that I had completed on my own as it related to my
17 understanding of the product that was being offered --
18 the range of products that were being offered at that
19 point in time. I had been active in working with
20 First Nation communities.

21 As I mentioned earlier, I had a fairly
22 extensive understanding or network within the
23 municipal sector across the province, various
24 municipalities. I had the opportunity to engage with
25 those kinds of people -- was aware that there may be

1 significant market opportunity beyond simply the
2 Collingwood model, and I suspect that would have been
3 the rationale in terms of sitting down and having a
4 discussion about how we might develop a successful
5 alliance -- business relationship, at the end of the
6 day a business model.

7 MR. JOHN MATHER: Did you -- was one
8 (1) of the reasons you proposed meeting with BLT at
9 that point in time to discuss not only the larger
10 business model, but whether or not Green Leaf could be
11 involved in the current project with respect to
12 Collingwood?

13 MR. PAUL BONWICK: I'm sure that was
14 one of the moti -- motivating factors.

15 MR. JOHN MATHER: Why did you want to
16 become involved in the current Collingwood projects?

17 MR. PAUL BONWICK: It -- it was my
18 opinion -- my observation, that Collingwood had long
19 sought after a second ice surface, that Collingwood
20 had long sought after an enclosed pool facility for
21 year-round use. I was very much aware of the history
22 as it related to the closing of the Contact Centre, in
23 turn, loss of service of the therapeutic pool.

24 When I was in -- serving in Parliament,
25 I was part of the support that was provided to secure

1 the grants for the multi-use facility back in 2003,
2 whenever that was -- 2001-2003, in that area. I was
3 aware of, generally speaking, the -- this isn't the
4 right word -- the inability of Council to overcome
5 various impediments or the things that they regarded
6 as impediments and delivering on this, and so it was
7 my opinion that Collingwood (a) had an appetite to
8 create water and ice, and (b) that there was, based on
9 the work the -- and the profile of the work, the
10 steering committee had done, there was an appetite
11 around the Council table to deliver something.

12 MR. JOHN MATHER: And why did your
13 knowledge of that lead you to meet with BLT to become
14 involved in the projects?

15 MR. PAUL BONWICK: I don't know that
16 that led me to BLT. That was the background in terms
17 of sitting with them. I did not seek BLT/Sprung out.
18 BLT -- or Sprung, was brought to my doorstep through
19 introductory meeting and subsequent call or calls with
20 Mr. Lloyd, and so the purpose of that meeting was to,
21 based on my understanding of what Collingwood was
22 doing and the broader markets, explore what the
23 relationship might look like or what an agreement or
24 an alliance might look like with -- with those
25 companies.

1 MR. JOHN MATHER: You said it was
2 brought to you, but it was you who took that next step
3 to meet with BLT. And you said that one (1) of the
4 reasons, and I appreciate there was others, but one
5 (1) of the reasons you wanted to meet with BLT was
6 about -- was to discuss what Green Leaf might be able
7 to do with respect to the Collingwood projects.

8 And my question for you is: Why did you
9 want to get involved in the Collingwood projects with
10 BLT at this point in time?

11 MR. PAUL BONWICK: I would suggest
12 there would be two (2) motivating factors, but just to
13 correct your -- your statement there, they were
14 brought to me.

15 There was a subsequent phone call or
16 phone calls with Mr. Lloyd that would not have been at
17 my request but rather either through consensus or Mr.
18 Lloyd asking if we could follow up, and I would
19 suggest -- and I'm sure Mr. Lloyd would -- Mr. Tom
20 Lloyd, would confirm this, that in fact he -- it was
21 his suggestion that we should sit down as a group and
22 have the discussion.

23 It wasn't about me sitting at my desk
24 and saying to Abby, hey, let's -- let's coordinate
25 meeting asap on this. I think that was the general

1 flow in terms of how the meeting actually transpired.

2 MR. JOHN MATHER: When you went to the
3 meeting, what was your understanding of the -- the
4 stage of development -- rephrase.

5 Where did you think BLT and Sprung were
6 in terms of their conversations with the Town of
7 Collingwood when you went to the meeting on July 26th?

8 MR. PAUL BONWICK: I didn't know in
9 great detail where they were or how far they had
10 advanced that. That was part of the reason behind
11 meeting with them.

12 MR. JOHN MATHER: Did you -- were you
13 provided any information at the meeting about where
14 they stood?

15 MR. PAUL BONWICK: Yes. There was a
16 general discussion, and I would say a briefing from
17 their side, in terms of what they were trying to
18 accomplish.

19 The -- I recognize through testimony
20 that Mr. Lloyd suggested he wasn't in attendance.
21 Again, I could be wrong, but I was pretty sure he was
22 at that meeting. I could be mistaken, but I -- I'm
23 pretty sure he was at that meeting.

24 They gave a general description in
25 terms of what they were -- how they had been engaged,

1 what they were trying to provide, what my thoughts
2 were in terms of how that approach might be more
3 effective.

4 MR. JOHN MATHER: What did they tell
5 you about where they stood with the Town of
6 Collingwood?

7 MR. PAUL BONWICK: Generally speaking,
8 they were looking at an arena and a potential aquatics
9 facility, that there had been some discussion. I
10 don't recall them giving me specific detail about this
11 meeting or that meeting or this particular date, but
12 rather simply that they had been engaged, whomever
13 they were speaking with, possibly the Clippers --
14 either Town staff, representatives from Council.

15 I don't know that we got into that --
16 that level of detail, but they made it perfectly clear
17 that they had been engaged with the Municipality and
18 that there appeared to be two (2) opportunities that
19 they would really like to focus on.

20 MR. JOHN MATHER: Were you aware that
21 they had met -- and when I say "they," I should be
22 more specific, that representatives of Sprung had met
23 with the Mayor and Deputy Mayor, amongst others, on
24 July 11th, 2012?

25 MR. PAUL BONWICK: I wasn't aware that

1 the July 11th meeting had taken place, and the reason
2 why I suggest Mr. Lloyd was there at that point in
3 time, it -- it appeared to me -- or my takeaway in the
4 early part of the meeting was that there was, at the
5 very least, an understanding.

6 I think I walked out with a much
7 stronger opinion that there was -- it was a Sprung/BLT
8 -- recognizing it was two (2) separate companies, but
9 they were definitely connected at the hip. That's
10 sort of how I took it.

11 So when you say Sprung had -- had
12 meetings, that was part of what I understood to take
13 place during that -- that meeting, is that they had
14 already done some level of reconnaissance work or --
15 or had been engaged with different elements within the
16 community, and I think including elected and staff.

17 MR. JOHN MATHER: Mr. Barrow's
18 evidence was that he left that meeting with the
19 understanding that there'd been a handshake agreement
20 that Green Leaf would begin efforts to lobby people
21 within the Town on behalf of BLT with respect to the
22 rec -- to the Sprung structures and the potential for
23 building Sprung recreation facilities.

24 Was that your understanding when you
25 left the meeting?

1 MR. PAUL BONWICK: No. And maybe
2 it'll help if I expand a little bit on it. I don't
3 recall the word "lobby" being used. For the benefit
4 of the Inquiry, if -- if you're agreeable, I could
5 maybe walk you through in some detail what I recall
6 taking place at the meeting --

7 MR. JOHN MATHER: Please.

8 MR. PAUL BONWICK: -- and the
9 subsequent direction that came out of it.

10 MR. JOHN MATHER: Please.

11 MR. PAUL BONWICK: And so there -- I
12 had more knowledge in terms of the product that was
13 being proposed by the time I sat with them. They did
14 go into some greater detail in terms of what they felt
15 they had to offer. There was discussion about broader
16 market opportunities.

17 At that point in time, I believe I
18 focused on my submission to them -- or my response to
19 them was focused on a number of different areas that I
20 thought were very important to incorporate in a
21 strategy should they be successful, whether that be
22 through an expedited sole-source process or whether
23 that be through invite tender or an RFP. Those were
24 sort of the three (3) things that were potentially on
25 the table.

1 I suggested to them first and foremost
2 that they had to demonstrate that the product was more
3 than adequate to meet the needs of the community, that
4 there would not be, in my opinion, a reasonable
5 understanding necessarily by staff or Council in terms
6 of the history of the product.

7 It -- it was a relatively newly
8 introduced technology, certainly to me. So I said
9 first and foremost, I think you're going to have to
10 demonstrate what you're saying through -- through
11 education, through sharing of information.

12 I think you need to present -- I
13 remember speaking about focusing on cost, that this
14 municipality, which of course I was quite familiar
15 with, but that other municipalities were very much
16 trying to match up the delivery of recreational
17 services or buildings with their ability to fund them,
18 and there had been a transition in policy at
19 government during that period of time where they were
20 moving away from what we typically describe as soft
21 infrastructure, libraries, recreational amenities, and
22 moving more towards water, sewer, roads, bridges.

23 And so I said you -- you've got to
24 dovetail that in where you have something that can
25 meet the needs but is significantly more affordable.

1 I suggested to them that, when you're
2 dealing with municipalities -- I'm not sure if I said
3 under a hundred thousand, but certainly I would have
4 said under fifty thousand (50,000), that the easier
5 the solution, the more probability of success.

6 Turnkey has been used throughout this
7 Part 2 of the Inquiry. That very well may have been
8 language that I used. I explained to them the reality
9 of smaller municipalities not having -- not having the
10 kind of staff resources that something like the City
11 of Brampton or Toronto, as an extreme, might have, and
12 so the easier the solution -- the more comprehensive
13 the solution, it will make it that much easier for
14 elected officials and staff to get their heads wrapped
15 around how they might deliver that.

16 The fourth element was, there had been
17 a -- a movement over the previous years, and
18 continued, as it related to incorporating an
19 environmental component to what you're proposing. I
20 had seen on the website what Sprung was purporting to
21 be, this -- this great insulating factor, air
22 capsulating system, but the ability to go beyond that,
23 and so there was a general discussion about that.

24 I think from my perspective, wrapping
25 that all up in a ball and -- and presenting it as --

1 as a turnkey, created the great -- greatest likelihood
2 of success.

3 They heard me out. There was some
4 questions, and I don't recall the details, but there
5 was -- I think the meeting went on -- it may have
6 lasted an hour and a half. It was in there somewhere.

7 There was, I believe on their part -- I
8 don't -- it is my belief on their part they asked if
9 Green Leaf would consider getting involved, and I said
10 yes. There was, from what I recall, very high level
11 discussion, did not focus in on fee.

12 I think the question was asked -- I'm
13 positive the question was asked. I indicated that
14 there's two (2) potential approaches as it related to
15 fee. One (1) is a retainer base, which is what I was
16 more used to from a Compenso perspective. This was a
17 fairly new area for me. Compenso also had success
18 fees attached to it in terms of things that it would
19 do, but I said there's the opportunity for retainer or
20 there's the opportunity to deal with it in the form of
21 a success fee.

22 I should back up and suggest one (1) of
23 the important contingents that was discussed was the
24 ability for Council to embrace an expedited solution.
25 If it was -- met the four (4) criteria that I

1 identified, it was my suggestion that there may be an
2 opportunity there to see Council focus in on this as
3 their solution.

4 I was quite clear, I believe, during
5 that meeting, sharing my understanding that I had
6 shared with you earlier, that that can only happen if
7 in fact Council embraces that as a solution and then
8 gets clarification from staff that in fact they can go
9 down that path.

10 I believe I was asked at that meeting
11 what I thought a success fee might look like. There
12 was discussion centered around the fact that there is
13 never a guarantee based on dealing with an elected
14 council that a particular direction is going to be
15 adopted until you see the majority of hands go up.

16 And so the discussion incorporated,
17 from my understanding -- my recollection, it
18 incorporated it could be something that's fairly short
19 in term, or if they choose other options, either an
20 invited tender or an RFP, that that could take many
21 months and quite possibly go into the next term of
22 Council.

23 I think at that time I suggested that,
24 if we were going to do a success fee of some type --
25 that please give me some time to think about it, but

1 that I would be thinking something reasonable would be
2 in terms of my experience with professional real
3 estate agents that have handled things, and I think
4 that kind of came into the discussion.

5 But to your last question, I think
6 there was an understanding upon our departure, that
7 short of agreeing on what would be an acceptable fee,
8 that Green Leaf would become engaged.

9 MR. JOHN MATHER: A few questions
10 arising out of that. Do you recall who asked you
11 whether Green Leaf wanted to be engaged?

12 MR. PAUL BONWICK: No. I should back
13 up. I -- I believe it would be BLT. I just don't
14 know who on the BLT team asked that.

15 MR. JOHN MATHER: Understood. And in
16 terms of the terms on which the meeting ended, at that
17 point had it been -- was it your understanding that it
18 had been determined that if it was going to proceed,
19 it would be a success fee, or was the option of a
20 retainer still something that could be considered?

21 MR. PAUL BONWICK: No. They preferred
22 a success fee.

23 MR. JOHN MATHER: Did you have a
24 preference?

25 MR. PAUL BONWICK: Based on my past

1 experience, I prefer both.

2 MR. JOHN MATHER: The idea being
3 you're guaranteed some level of remuneration for the
4 work you're doing?

5 MR. PAUL BONWICK: Correct.

6 MR. JOHN MATHER: So on that, you --
7 you're at a meeting, you're asked whether or not you
8 would like to be engaged in a project, there's a
9 discussion of a fee, it's not finalized yet, but it is
10 your understanding that you will be engaged and -- and
11 in return for your engagement, you'll be remunerated
12 in some capacity. Is that fair?

13 MR. PAUL BONWICK: Yes.

14 MR. JOHN MATHER: What did you
15 understand you would be doing for the remuneration
16 that was yet to be determined but was on the table?

17 MR. PAUL BONWICK: Based on the
18 discussion, I think there was consensus based on the
19 information or the advice that I shared in terms of
20 how this should be bundled. I think there was a
21 consensus that there should be a lead on the ground,
22 so to speak, to deal with point of contact for
23 Collingwood to share information with other groups
24 that would likely be supportive of the direction that
25 was being chosen, speaking specifically to Clippers.

1 But there's also Rotary and things of
2 that regard that can quite often be very helpful in
3 terms of moving an agenda forward at Council. And I
4 used Rotary as one (1) example, just business people,
5 people that have influence within the community.

6 I was -- I think I would have been
7 quite clear with him because I do this with most that
8 I speak with, explain that, for Mr. Houghton, I recall
9 the various responsibilities that he had at that point
10 in time.

11 I had a lot on my plate, as well. And
12 so, there had to be somebody on the ground, sort of
13 the day-to-day administrative contact, delivering
14 information back and forth in an expedited manner, and
15 that I would help in terms of providing direction
16 dealing with any significant issues that might come
17 up, provide advice on how to deal with this situation
18 -- those issues, as well as, where possible, share
19 with people rat -- my rationale in terms of why this -
20 - why this shouldn't move forward.

21 I think, in short, if I was to capture
22 it in a sentence, it was, in part, my responsibility
23 to try to create the environment where they would go
24 in the direction that they did.

25 MR. JOHN MATHER: When you say share

1 with people your rationale for why this should move
2 forward, are you talking about the discussions that
3 you would subsequently have with members of Council
4 about proceeding with a recreation facility in an
5 expeditious manner and -- and focussing in on one (1)
6 option?

7 MR. PAUL BONWICK: I think, in two (2)
8 parts. And to expand that, it was not just members of
9 Council. Again, you have the opportunity -- or I had
10 the opportunity on numerous occasions to be at various
11 events where community leaders would be there, people
12 from Optimist Clubs, all sorts of things, and in sort
13 of a subtle way, share what my opinions are based on
14 history and where I feel that Council has an
15 opportunity.

16 I think my first foremost
17 responsibility -- or focus, I should say, would maybe
18 be a better word, was to highlight the competence of
19 the product, to give them -- to try and establish a
20 level of confidence that this is a product that will
21 actually meet the needs of the community and, without
22 repeating the other matters that I talked about
23 earlier, to communicate that in a manner where you
24 would start to get people nodding their heads saying,
25 hey, this -- this seems like a great solution.

1 A second part of that conversation, if
2 you get -- if you start to get a sense through the
3 discussion that particular individual recognizes all
4 the things you're saying as -- as true and -- and
5 reasonable, that's when you start to move into the
6 discussion about now the challenges.

7 We've seen Councils flip flop back and
8 forth for many years on these issues. We've seen
9 issues where there's potentially tens of millions of
10 dollars required to achieve what may be something much
11 more simpler.

12 Council or the community should start
13 to get their head wrapped around how do you move this
14 thing forward in a manner that actually allows them to
15 deliver. And so, that would be the kind of stuff that
16 I would do.

17 MR. JOHN MATHER: And to --
18 specifically to the question I asked you, I appreciate
19 you may have been discussing with other individuals in
20 the Town or other interested groups, but one (1) of
21 the groups of individuals you would be speaking with
22 would be the Council members.

23 Is that fair?

24 MR. PAUL BONWICK: Yes.

25 MR. JOHN MATHER: Did you disclose to

1 Sprung or BL -- well, did you disclose to the people
2 at the meeting on July 26th that your sister was the
3 mayor of Collingwood?

4 MR. PAUL BONWICK: No. I -- I'll back
5 up. I don't think so.

6 MR. JOHN MATHER: Do you know if it's
7 something you turned your mind to at the time?

8 MR. PAUL BONWICK: Yes. That's why I
9 don't think I did.

10 MR. JOHN MATHER: And what
11 deliberations did -- did you undertake?

12 MR. PAUL BONWICK: First and foremost,
13 I do not want any company that I would be engaged with
14 thinking that the reason they should engage my company
15 is because my sister is the mayor.

16 Take a step back from that, and I've
17 said it before, I'm very proud of what she's
18 accomplished through her elected life. I'm not sure
19 how to say this, and I don't want it to come off in
20 the wrong way, namely arrogant, but I sat on Council
21 many years before her.

22 I've served in Parliament. I've worked
23 closely with members of the poli -- Provincial
24 legislature. I've developed over a long period of
25 time trusted relationships with bureaucrats throughout

1 Simcoe County, the province, and the Federal
2 Government.

3 Trust isn't earned in a day or a week
4 or because you know somebody. Trust is earned and
5 relationships are developed over time because they
6 have confidence in -- in you as an individual or the
7 company that you're working with.

8 And so, when people want to engage me,
9 whether it's in Collingwood, whether it's in Thunder
10 Bay, or -- or whether it's in Port Colborne, they
11 engage me based on who I am, based on my company's
12 track record. They don't engage me because my sister
13 is the mayor. And so, purposely, I would -- I left
14 that part out, I'm sure.

15 MR. JOHN MATHER: I take it from that
16 answer what -- one (1) of the things you're trying to
17 express is that you wanted to -- want -- you wanted it
18 to be the case that you were engaged on the -- on
19 the merits separate and apart from the relationship
20 you had with your sister.

21 Is that fair?

22 MR. PAUL BONWICK: Yes.

23 MR. JOHN MATHER: Did you disclose to
24 Sprung or BLT at any point that your sister was the
25 mayor?

1

2

(BRIEF PAUSE)

3

4

MR. PAUL BONWICK: I'm positive it
5 would have come up as the relationship developed.

6

MR. JOHN MATHER: Do you recall if you
7 specifically -- you personally disclosed that either
8 Sprung or BLT?

9

MR. PAUL BONWICK: No, I don't recall
10 specific focus on me identifying that or in a general
11 conversation. I think it just become known to them
12 that Sandra was my sister, Ms. Cooper.

13

MR. JOHN MATHER: So, we saw in part 1
14 that you did disclose to PowerStream that your sister
15 was the mayor. What was different about that
16 situation than this situation?

17

MR. PAUL BONWICK: A couple of things.
18 I -- I don't -- introduction or reference had been
19 provided by Mr. Houghton at that point in time. The
20 reality was that this was going to be a -- what I
21 thought then was a profile transaction if in fact
22 Collingwood moved towards PowerStream versus some
23 other, that I was going to be involved for some period
24 of time, that there was going to be in all likelihood
25 significant interaction on my part.

1 It was in that confine that I thought
2 it was important at the introductory meeting to make
3 Mr. Bentz aware of the fact, which I was under the
4 impression he was aware of that when I met with him
5 for the first time.

6 MR. JOHN MATHER: You just discussed
7 that one (1) of the things that you expected you'd be
8 doing for BLT would be speaking to people in the
9 community, including councillors, about the product
10 that Sprung and BLT offered and profiling that
11 product, and then as a second step, talking about what
12 can be done to expedite the decision.

13 How is that any different than what you
14 were going to be doing with PowerStream?

15 MR. PAUL BONWICK: It doesn't take on
16 the same profile. But I -- I think you've got to look
17 at what transpired under the PowerStream environment.
18 Again, nothing had heated up. There wasn't any big
19 scrutiny or issue.

20 I had gone through what I think part 1
21 of the Inquiry would demonstrate was arguably the most
22 significant disclosure process that certainly the
23 clerk or their lawyer could recall in terms of my
24 level of engagement with making different people know.

25 It became clear, based on feedback from

1 a variety of different areas, that my involvement, it
2 was my belief at the start, created no conflict for
3 Sandra, or Ms. Cooper.

4 And further, the disclosure during that
5 period of time didn't seem to generate any relevance
6 in terms of my interaction. And so, the lesson
7 learned out of that was, a) no conflict, b) not
8 required.

9 And I would even argue -- go as far as
10 -- as, c) you're dealing with another municipally-
11 owned entity in terms of PowerStream whereas you're
12 dealing with a private sector company in terms of BLT.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: One (1) of the
17 things that triggered the disclosure process with
18 respect to PowerStream was the fact that PowerStream
19 was aware that your sister was the mayor.

20 Were you concerned in this case that,
21 if BLT or Sprung became aware at the outset that your
22 sister was the mayor, they might require a similar
23 disclosure process?

24 MR. PAUL BONWICK: No. I think I did
25 an adequate job at describing my history, my

1 experience. I'm not positive, but Mr. Lloyd did
2 comment during his testimony that he had also
3 conducted some background or research on me.

4 And had he have done that in any manner
5 of speaking in the Town of Collingwood, it would have
6 become evident to him that my sister was the mayor.

7 But to answer your question, no, I did
8 not think that there would be a need for disclosure
9 because I did disclose -- once I was engaged, I
10 informed Mr. Houghton that I would be working with
11 BLT.

12 MR. JOHN MATHER: My question was more
13 was it -- was the reason you didn't disclose to Sprung
14 or BLT -- was one (1) of the reasons or part of the
15 reason that you didn't want to have to go through the
16 same formal disclosure process that you went through
17 with PowerStream?

18 MR. PAUL BONWICK: No.

19 MR. JOHN MATHER: Was there any reason
20 why that disclosure process couldn't be followed again
21 when it came to BLT?

22 MR. PAUL BONWICK: I think I've
23 answered the question. The -- I went through an
24 exhaustive disclosure process. And it was only three
25 (3) years after the fact where the disclosure process

1 was even questioned.

2 There was never any feedback. There
3 was never any response to that other than it had been
4 determined that certainly the evidence -- or the
5 information provided to me, it had been determined
6 that I did not put Ms. Cooper in a conflict position.

7 And so, if there's need to go down that
8 path and it didn't represent any response, then why
9 would you go down it? I think you also need to
10 recognize, and -- and should, that one works within
11 the rules that they're provided, whether it be with
12 the municipal, the provincial, or the federal
13 government.

14 And at that point in time, the
15 municipality, not like -- not unlike many
16 municipalities, did not have a registration program
17 for advocates that are representing other companies.

18 And so, you're a lawyer. You know that
19 you need to work within the rules, but you don't
20 necessarily have to go beyond them unless you're
21 instructed otherwise.

22 MR. JOHN MATHER: Setting aside Ms.
23 Cooper, did you speak to any of the relationships you
24 had with other members of Council at that meeting?

25 MR. JOHN MATHER: I don't know that

1 individu -- I will say this. Individuals would not
2 have been identified. But, again, I think I've
3 covered this in earlier testimony.

4 I spoke to the fact of, having sat on
5 Council, having sat on Parliament, having run
6 Compenso, having developed trusted relationships with
7 officials, elected officials, I'm reasonably confident
8 that I might have said that I was born and raised in
9 the community and grew up in Collingwood and had a
10 fairly significant network of friends and people that
11 I had trusted relationships with --

12 MR. JOHN MATHER: Appreciating that,
13 did you say --

14 MR. PAUL BONWICK: -- including
15 Councillors, sorry.

16 MR. JOHN MATHER: Sorry. And
17 appreciating that, did you say anything specific about
18 your relationship with Mr. Houghton?

19 MR. PAUL BONWICK: No.

20 MR. JOHN MATHER: The Inquiry has
21 heard that on the day you met with BLT and had the
22 discussions we've been talking about, you and Mr.
23 Houghton exchanged six (6) phone calls that day, some
24 longer than others.

25 MR. PAUL BONWICK: Could you bring

1 them up, please?

2 MR. JOHN MATHER: Certainly.

3 CJI11327.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: Once it gets up,
8 we're looking for lines 875 to 880.

9 MR. PAUL BONWICK: I apologize, I
10 missed -- 800 and...?

11 MR. JOHN MATHER: Eight hundred and
12 seventy-five to 880. Maybe if we can highlight...

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: So, you see this is
17 July 26, 2012. You can see in column E who initiated
18 the call, and column F, who the recipient of the call
19 was, and the call duration in column G.

20 And we see, if I have my accounting
21 correct, six (6) phone calls. Again, some appear to
22 maybe be voice mails or missed calls but with Mr.
23 Houghton.

24 And my question for you is: Do you
25 recall if you discussed with Mr. Houghton the meeting

1 you'd had with BLT in any of these phone
2 conversations?

3 MR. PAUL BONWICK: And -- and I don't
4 recall. And I'm -- I asked you to bring this up for a
5 reason. This first is to talk about the phone records
6 themselves. A sixteen (16) second call, I'm going to
7 suggest, is not getting through Mr. Houghton's voice
8 mail.

9 If you've heard his voice mail, he has
10 a propensity to almost ask you how you're doing, but
11 it's -- it's a protracted voice mail.

12 So, clearly, two (2) calls are, I'm
13 going to suggest, returns. I'm going to suggest that
14 for a minute and seven (7) seconds it's nothing more
15 than either you've left a voice mail or you've heard,
16 sorry, I'm tied up in a meeting, can we speak again
17 later.

18 And so, respectfully, I'd say there's
19 two (2) calls there that should be worth having any
20 discussion about that particular day. And I notice
21 that through the -- it's not the transcript, but phone
22 records, that there is a multitude fifteen (15)
23 second, thirty (30) second, minute seven (7) second
24 calls, and I think we need to put those in the proper
25 context.

1 They're either messages or they're, I'm
2 tied up, we'll chat later. In terms of the two (2)
3 calls, the one (1) that took place just prior to six
4 o'clock that evening and subsequently, at 7:30, I do
5 not recall the -- the content of -- of those -- of
6 those calls.

7 Mr. Houghton articulated that we had a
8 number of different files that we were involved with
9 at that particular time.

10 I'd also draw reference to the fact
11 that -- and I extend my thanks to counsel for this, by
12 the way. You've identified phone calls that are
13 relevant to the Inquiry as opposed to client contact
14 numbers and things of that regard.

15 But during this period of time and
16 leading up to this period of time, I would say that on
17 any given month I could have two (2) or three thousand
18 (3,000) minutes of phone calls, and so it's difficult
19 to reflect on a ca -- phone call seven (7) years and
20 two (2) months ago at six o'clock in the evening.

21 And so, that was a long-winded answer
22 to say, no, I don't recall the content of the
23 conversation. There was a multitude of issues on the
24 go.

25 MR. JOHN MATHER: Did you ever discuss

1 the July 26th meeting you had with BLT with Mr.
2 Houghton?

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: Yes.

7 MR. JOHN MATHER: When did you do
8 that?

9 MR. PAUL BONWICK: I don't recall the
10 exact date, but I suspect when I identified myself,
11 made notice to him that I was engaged with BLT. I
12 more than likely would have shared with him sort of
13 our collective strategy in terms of needing to make
14 the community and, more specifically, those that are
15 involved in the file properly understand what the
16 product is, the affordability of the product bona
17 fides.

18 And so, there likely would have been
19 some discussion that would have come out of our
20 overall strategy or agreement in terms of approach.

21 MR. JOHN MATHER: Mr. Houghton's
22 evidence is that he first learned that you were
23 working with BLT on August 1st, 2012. Do you know --
24 do you recall if you spoke to him about it before
25 then?

1 MR. PAUL BONWICK: No, I can't -- I
2 can't contradict that comment.

3 MR. JOHN MATHER: Did you ever discuss
4 the meeting you had with BLT with Deputy Mayor Rick
5 Lloyd?

6 MR. PAUL BONWICK: I don't know that I
7 ever had the discussion with Deputy Mayor Rick Lloyd
8 in the context of the meeting with Bill -- BLT. I
9 would say no.

10 MR. JOHN MATHER: Could we go to
11 paragraph 286 of the -- of the all Foundation
12 Document?

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: So this is
17 describing an email that Ms. Stec sent to Dave Barrow
18 and Mark Watts of BLT on July 30th, 2012, so following
19 the meeting we've been discussing, and one (1) of the
20 things she attaches is a non-disclosure agreement.

21 It was Ms. Stec's evidence that it was
22 your idea to send a non-disclosure agreement to BLT at
23 this point in time. Is that correct?

24 MR. PAUL BONWICK: Yes.

25 MR. JOHN MATHER: What was the purpose

1 of sending BLT a NDA?

2 MR. PAUL BONWICK: It is standard
3 operating procedure. I have never worked for a
4 company that we've not had a confidentiality agreement
5 or a non-disclosure agreement in place.

6 MR. JOHN MATHER: Is it the case that
7 you typically are the party suggesting the non-
8 disclosure agreement, as occurred here?

9 MR. PAUL BONWICK: It can go either
10 way. It typically comes up shortly after you've got
11 an understanding that you're going to enter into some
12 kind of an agreement, and when I say typically, it
13 always comes up.

14 MR. JOHN MATHER: Is it fair to say
15 that it was your practice that if the other party
16 didn't bring it up, it was something you would then
17 bring -- bring up?

18 MR. PAUL BONWICK: Yes. I would look
19 at that as oversight on their part and bring it up in
20 the very early stages, or you would -- you would
21 certainly bring attention to the matter.

22 MR. JOHN MATHER: Speaking about this
23 specific NDA with respect to BLT, what information was
24 it intended to protect?

25 MR. PAUL BONWICK: Your client's.

1 MR. JOHN MATHER: So in this case,
2 BLT?

3 MR. PAUL BONWICK: BLT and any
4 associations they have with contract providers as
5 well.

6 MR. JOHN MATHER: So the -- are you
7 talking about Green Leaf in this instance or are you
8 talking about --

9 MR. PAUL BONWICK: No.

10 MR. JOHN MATHER: -- other contract
11 providers?

12 MR. PAUL BONWICK: No. It's -- it's
13 in -- as you all know I'm no lawyer, but under the
14 umbrella of a non-disclosure agreement, what you do is
15 you provide a level of protection for the people that
16 you're working with that in the event that a contract
17 is terminated, in the event of any number of different
18 scenarios that could occur. You are bound not to
19 share with them that -- that -- what their
20 arrangements are with Sprung, what -- what they may
21 have in terms of -- to trivialize it to some degree,
22 who they may be buying the Zamboni off of.

23 There are details in the discussions
24 that are of a sensitive nature, and you're effectively
25 saying to them, from this point forward for the next

1 two (2) years, you will not share any of that
2 information with anybody else.

3 MR. JOHN MATHER: Just to make sure I
4 understand, so was it your understanding then that
5 this non-disclosure agreement was protecting any
6 confidential information you or Abby might receive
7 about BLT's business?

8 MR. PAUL BONWICK: Correct.

9 MR. JOHN MATHER: Did you think this
10 non-disclosure agreement protected any information
11 about Green Leaf?

12 MR. PAUL BONWICK: No.

13 MR. JOHN MATHER: Ms. Stec said in her
14 evidence that the non-disclosure agreement that was
15 provided was from a template that you had in your
16 files. Is that correct?

17 MR. PAUL BONWICK: Yes.

18 MR. JOHN MATHER: In Part 1, your
19 evidence was that one (1) of the reasons you would not
20 confer with your sister about business dealings you
21 had was typic -- was because typically there was an
22 NDA in place. Do you recall that?

23 MR. PAUL BONWICK: Yes.

24 MR. JOHN MATHER: Was this the sort of
25 NDA that you're talking about?

1 MR. PAUL BONWICK: Yes.

2 MR. JOHN MATHER: And is it -- was it
3 the case, as with BLT, that you would suggest to the
4 extent the client had -- had not already suggested it,
5 to put an NDA in place when your client was doing
6 business with the Town?

7 MR. PAUL BONWICK: I apologize, I
8 missed that question.

9 MR. JOHN MATHER: We spoke generally
10 about your practice that if the client didn't propose
11 an NDA, you would see that as an oversight and then
12 propose an NDA. Do you recall that?

13 MR. PAUL BONWICK: Yes. I think what
14 I stated is, it is absolutely standard business
15 practice in any of these environments.

16 MR. JOHN MATHER: And what I was
17 seeking to confirm, that this practice was true for
18 any clients that you had that might be doing business
19 with the Town. Is that fair?

20 MR. PAUL BONWICK: Any clients doing
21 business anywhere. It's not specific to any
22 municipality or any specific level of government.

23 MR. JOHN MATHER: And referring back
24 to your evidence that one (1) of the reasons you
25 wouldn't discuss your biss -- business dealings with

1 her sister was because of the NDAs in place.

2 Was it your view that the NDA provided
3 you and your sister room for you -- sorry, provided
4 room for both you and your sister to work on the same
5 Town matters?

6 MR. PAUL BONWICK: Yes.

7 MR. JOHN MATHER: Explain to me how
8 that would work.

9 MR. PAUL BONWICK: If I was to have a
10 conversation with the Mayor, whether she knowingly or
11 did not know whether I was engaged or not -- if I'm
12 having a discussion with her about a particular
13 initiative or undertaking, as long as I'm not sharing
14 with her confidential information that I've learned
15 from my client, then I'm not in breach of the NDA.

16 She has no obligations whatsoever under
17 the NDA, because obviously she's not a signatory to
18 it, but if my company is a signatory to NDA, as long
19 as I don't share information that would be deemed
20 sensitive, then I'm not breaching the NDA.

21 MR. JOHN MATHER: And does the NDA
22 also give you room to have that conversation with Ms.
23 Cooper about your client in a circumstance in which
24 she doesn't know that you're working for that client?

25 MR. PAUL BONWICK: As long as I don't

1 share sensitive information that's been provided to me
2 by the client. The NDA has no influence or impact on
3 any member of Council unless I share information
4 that's contained in the NDA.

5 MR. JOHN MATHER: Does the NDA prevent
6 you from telling Ms. Cooper that you're working for
7 the client?

8 MR. PAUL BONWICK: No.

9 MR. JOHN MATHER: Ms. Cooper was a
10 witness at the Inquiry and gave evidence that she did
11 not learn that you were involved with BLT and the
12 recreation facilities until a phone call she received
13 from Mr. Houghton in 2018.

14 Do you have any reason to believe
15 that's not the case?

16 MR. PAUL BONWICK: I cannot contradict
17 that.

18 MR. GEORGE MARRON: I'm sorry, I
19 missed that answer.

20 THE HONOURABLE FRANK MARROCCO: He
21 said, "I cannot contradict that."

22 MR. PAUL BONWICK: That was a double
23 negative. The answer would be no.

24

25 CONTINUED BY MR. JOHN MATHER:

1 MR. JOHN MATHER: Other than what
2 you've already said about your experience with
3 PowerStream and the disclosure in respect of why you
4 didn't tell Sprung and BLT about your relationship
5 with your sister, is there any reason you didn't
6 disclose to Ms. Cooper prior to August 27, 2012, that
7 you were working for BLT?

8 MR. PAUL BONWICK: At the time of --
9 would I'm sure have been the same thought my mind then
10 as it has been now upon reflection. It was clearly
11 established in my mind that my engagement in no way
12 created a conflict of interest for a sibling that's
13 serving on Council, full stop.

14 Now then, from my perspective, working
15 within the rules that are in place and afforded by the
16 Municipality, the question would come up, do I want to
17 put my sibling in a position where she's prejudiced in
18 any way or biased in any way as it relates to
19 information that may come forward, recognizing she's
20 not in a conflict, she has the ability thereby to
21 independently, without consideration in any manner of
22 speaking for my involvement -- to make decisions that
23 she feels are best.

24 MR. JOHN MATHER: Is the notion you're
25 trying to express here that by not telling Ms. Cooper

1 that you were working with BLT when she's considering
2 whether or not she's going to vote to proceed with the
3 BLT and the Sprung Structures, she's doing that
4 without knowing that her brother has a financial
5 interest in the decision?

6 MR. PAUL BONWICK: So I would suggest
7 there was -- there has been a number of initiatives in
8 Simcoe County, possibly specific to Collingwood, that
9 I have not shared with my sibling my involvement, and
10 those would have been matters she would have either
11 had to deal with at the Council table or as a County
12 Councillor, so this is not a one-off or a unique
13 situation.

14 MR. JOHN MATHER: That wasn't my
15 question. My question was trying to understand your
16 answer, and I -- I took from your answer that one (1)
17 of the reasons you wouldn't tell Ms. Cooper in this
18 instance, or other instances, that you were involved
19 with a client that had Town business was so that when
20 she was making the decision that affected that client,
21 her decision wasn't based on the knowledge that you
22 had a business interest with the client. And if
23 that's not fair, please let me know.

24 MR. PAUL BONWICK: I will, thank you.
25 Firstly, it was not my position to not disclose from a

1 stritch -- strategic perspective to simply not
2 disclose.

3 The understanding that I may have been
4 involved at some level, I think I questioned Deputy
5 Mayor Lloyd on this as I was confused with -- there
6 appears to be some evidence in terms of emails that
7 are going out, me being copied on them, why would I be
8 copied on them if I wasn't involved.

9 So I took it that there should be some
10 -- some understanding that I'm engaged in some way,
11 shape, or form. That being said, I -- I think I've
12 answered the question in terms of I did not purposely
13 set up a meeting to disclose to -- to Mayor Cooper,
14 and it was -- I'm sure at that point in time in my
15 mind, the rationale would be I don't want to bring the
16 same emphasis and create the same -- or create a
17 situation where she feels she somehow got to take into
18 consideration my involvement when she's dealing with
19 the matter.

20 MR. JOHN MATHER: Why is it not better
21 to tell her that you're involved and then let her
22 undertake that analysis?

23 MR. PAUL BONWICK: Why is it not
24 better? I think the same holds true for Councillors -
25 - other Councillors that you have relationships with.

1 When you're working within the -- the
2 rules that are set out in terms of engagement at a
3 municipal level, you can make a decision whether
4 you're going to have a profile or a -- a public role
5 to play in advancing a particular initiative or
6 whether you're going to be working in terms of more
7 behind the scenes in creating or delivering strategic
8 advice and delivering strategic messages. You look at
9 every situation as -- on its own.

10 My company, or my companies, are
11 engaged for the purpose of trying to advance a
12 particular initiative that somebody in the private
13 sector wants. Sometimes that involves a municipal
14 government. You want to look at what is the best role
15 you can play to serve your client's needs.

16 In this particular instance, it was my
17 decision that the best role was for me to work, not in
18 a public and a profile manner, but rather work
19 strategically to support and message what I thought
20 was important for them.

21 MR. JOHN MATHER: When you say not
22 working a public or a profile manner, do you mean not
23 hold yourself out as a representative of Sprung and
24 BLT --

25 MR. PAUL BONWICK: Correct.

1 MR. JOHN MATHER: -- but rather
2 promote them without telling the people you're
3 promoting that you're working for them?

4 MR. PAUL BONWICK: Correct.

5 MR. JOHN MATHER: Your Honour, I'm
6 wondering if this is a good opportunity to take
7 another brief break?

8 THE HONOURABLE FRANK MARROCCO: Ten
9 (10) minutes.

10

11 --- Upon recessing at 11:44 a.m.

12 --- Upon resuming at 11:56 a.m.

13

14 CONTINUED BY MR. JOHN MATHER:

15 MR. JOHN MATHER: If we could pull up
16 paragraph 296 of the Foundation Document.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, this is an email
21 that has been referenced a few times in the Inquiry.
22 It's dated August 3rd, 2012. It's an email from you
23 to Dave Barrow, Mark Watts, Tom Lloyd, Dave MacNeil,
24 and you write -- and Abby Stec. And you write:

25 "We need to organize a call once

1 again to discuss our collective
2 strategy. Ed was very confused
3 regarding part of the discussion
4 with Tom this morning.

5 If there's been a change in
6 approach, I think we all need to
7 understand it, and then determine
8 how we participate going forward."

9 The Inquiry has heard evidence from
10 both Tom Lloyd and Mr. Barrow that this arose from a
11 discussion between Mr. Houghton and Mr. Lloyd, Tom
12 Lloyd, in which Tom Lloyd advised that the Town could
13 buy the Sprung structures des -- direct from Sprung as
14 opposed to going through BLT, in which case, they
15 would save the markup on -- save BLT's markup.

16 What do you recall about this event?

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: I'm not sure if it
21 happened via a phone call or whether I was directly
22 engaged with Mr. Houghton. I think it was a phone
23 call, but looking at the -- the date, Mr. Houghton had
24 apparently met with Mr. Tom Lloyd.

25 I'm not sure exactly what the

1 overreaching conversations were all about. During the
2 conversation, Mr. Lloyd had indicated to Mr. Houghton
3 that there was options available in terms of direct
4 procurement.

5 I do not recall the details of the
6 conversation other than Ed had alluded to dealing with
7 Sprung. I think he mentioned buying -- buying things
8 that would be included in turnkey operations, i.e.,
9 signage, interior signage, Zamboni.

10 He didn't understand -- he -- he was
11 just -- I think he just reflected that he was very
12 confused about how -- or how this was sort of coming
13 about in terms of sort of a multifaceted approach to
14 putting together all the various elements that would
15 be required.

16 I think it was -- from what I recall,
17 it seemed to be more specific to the arena, but I'm
18 not positive. And Ed was just genuinely confused by
19 what Mr. Tom Lloyd was conveying to him.

20 I think part of that confusion would
21 have stemmed from my disclosure. And as part of the
22 disclosure, I would have said to Mr. Houghton that
23 what BLT/Sprung is trying to achieve here is a
24 turnkey, the simplest, most understandable, most
25 manageable approach to achieving what the Town of

1 Collingwood wanted.

2 And so, Mr. Houghton appeared to be
3 very confused. And I wasn't privileged to the
4 conversation, so I'm not sure all the elements of it.
5 I can tell you that Tom Lloyd, Mr. Lloyd, sometimes
6 was a little -- how do I say it politely. He -- he
7 was all over the map sometimes in terms of his
8 conversation.

9 We had already had a meeting, not only
10 with respect to Collingwood, but we had identified
11 Wasaga Beach. We had talked about other communities
12 that may embrace this type of solution. And central
13 theme for the entire process, or the entire
14 presentation, was one (1) stop shopping.

15 And so, when this conversation took
16 place, it appeared to cause Mr. Houghton some
17 confusion. He communicated that to me. It was
18 completely contrary to what we had been discussing as
19 a team.

20 When I say that, myself, Abby, BLT, Ms.
21 Stec, sorry, and Sprung. And so, this led to me sort
22 of trying to seek clarification in terms of what's
23 transpiring and how is it transpiring.

24 MR. JOHN MATHER: You said in your --
25 you said in your answer that part of the confusion

1 that Ed had was Mr. Lloyd had discussed options that
2 were available regarding direct procurement.

3 What did you mean by that?

4 MR. PAUL BONWICK: Sorry for not
5 explaining it better. Again, it's based on my
6 recollection. I think Ed referenced -- I believe he
7 referenced three (3) or four (4) things during the
8 conversation.

9 And I -- again, I -- I believe he
10 referenced direct procurement with Sprung. I think he
11 referenced the Zamboni. I believe he said the boards.
12 And I think he said the signs. And I can't be held on
13 that, but I -- I don't know if it was limited to that.

14 But it was basically an entirely --
15 potentially entirely new direction that sort of say
16 you can have these things out and deal with them
17 independent -- or individually. And that, I think,
18 caused Mr. Houghton some confusion.

19 Beyond that, you'll have -- you -- you
20 asked him, obviously.

21 MR. JOHN MATHER: So, Mr. Houghton
22 speaks to you, expresses these concerns. You send
23 this email. What did you do next?

24 MR. PAUL BONWICK: I'm not sure. The
25 -- the conversation as I recall it wasn't one where he

1 was upset or concerned but rather confused. He just
2 simply didn't seem to have a good takeaway from the
3 meeting.

4 Again, I wasn't privileged to the
5 direct conversation. From what I remember, he just
6 seemed to be confused about where the conversation had
7 gone. I believe -- sorry, I believe that I sent an
8 email and sort of said -- well, it -- it says what it
9 says. I don't need to read it for the record.

10 MR. JOHN MATHER: Do you recall having
11 any further discussions with anyone at Sprung or BLT
12 about this?

13 MR. PAUL BONWICK: I -- I'm not
14 positive, but I -- I'm pretty sure that -- that Dave
15 Barrow called me. And I shared with him the basics of
16 what I understood took place.

17 I suspect I would have asked him is --
18 is Tom moving in a direction that's different than
19 what we've all agreed on, if that's the case, then let
20 us know that's the case.

21 I don't want to be out there preaching
22 about -- or trying to convey a message that turnkey is
23 the way to go. And one (1) of the people that are
24 involved in supplying this turnkey operation is
25 suggesting, you know, contact ABC company and buy your

1 sign boards or your signs there or -- or your -- deal
2 directly with me on -- on the Sprung if that's --
3 that's just not consistent with anything that had
4 transpired.

5 As I said to you in the earlier
6 comments, when I met with Sprung/BLT, it was presented
7 to me as sort of a unified front that they had an
8 established relationship that they were -- they were
9 sort of walking dow -- down the aisle hand in hand it
10 wasn't about separating things out.

11 So, I think that -- hopefully, that
12 gives you some explanation for it.

13 MR. JOHN MATHER: As these
14 conversations are happening, do you recall if you
15 turned your mind to the fact that, if the Town bought
16 the Sprung structure or bought any other components
17 direct from Sprung as opposed to through BLT, that
18 would reduce Green Leaf's compensation because it
19 would reduce the overall contract value to BLT?

20 MR. PAUL BONWICK: No, I didn't give
21 any consideration in terms of the reduction in
22 compensation.

23 What I looked at it as, is you're --
24 you're introducing a much more complex solution that
25 would require a different approach and, in doing so,

1 it compromises -- or has the potential to compromise
2 the strategy that we've already agreed to whereby I'm
3 -- I'm buying the house furnished.

4 I'm -- I'm not going to get the chair
5 here and the kitchen table there. It was about being
6 all-inclusive and keeping it in -- in that particular
7 direction. So, my concern was more about compromising
8 the strategy versus losing funds on the back-end.

9 I think you also recognize through
10 testimony that it -- by Mr. Barrows and certainly by
11 myself and Mr. Lloyd, that this was a model that we
12 had intended to take to other areas.

13 And so, again, the simplicity of the
14 pro -- the approach is here's what you get, when we're
15 done, put your skates on.

16 MR. JOHN MATHER: What you've just
17 described to the Inquiry about the complexities of not
18 going with a turnkey approach and the problems that
19 you saw in -- in that alternative approach, is that
20 something you explained to Mr. Houghton?

21 MR. PAUL BONWICK: As I've said, I
22 don't recall the details of the conversation short of
23 Mr. Houghton being confused about what was being
24 communicated to him by Mr. Lloyd.

25 I'm sure I would have said that, if the

1 municipality goes down that path, there's really no
2 end to it. You're effectively -- you would be coming
3 the -- the GS to some degree. If you're -- where do
4 you stop, where do you start, just by the cover -- or
5 sorry, the membrane structure?

6 Do you just buy the Za -- the membrane
7 structure and the Zamboni? Do you order the seating?
8 Because every element of the turnkey operation,
9 there's a profit margin on it.

10 And so, if you're removing that, you're
11 obviously -- have the potential to save money at the
12 upfront. The challenge, of course, if you thereby
13 take on the liability of procuring something different
14 and saying we know you didn't buy it, but you're going
15 to install it, and you're still going to be
16 responsible for it, so it becomes a much more complex
17 situation as opposed to -- I forget the person that
18 was up at the stand, but there's -- there's one (1)
19 neck to grab a hold of versus a multitude.

20 MR. JOHN MATHER: And I believe that
21 was Mr. Tom Lloyd who spoke to that. And what he was
22 saying is that the consideration from his end was
23 giving the Town an opportunity to save some money on
24 saving the markup at least on the Sprung structure.

25 Did you or, to your knowledge, anyone

1 in Sprung and BLT have a conversation about whether or
2 not, in order to preserve this design build model, but
3 at the same time, give the Town an opportunity at
4 savings, discuss proceeding with the design build but
5 not marking up the Sprung structure and -- and,
6 otherwise, keeping the pro -- the proposal the same?

7 MR. PAUL BONWICK: No, I was not
8 involved in how they -- BLT allocated markups, so the
9 answer would be no.

10 MR. JOHN MATHER: Is that something
11 you would have been open to if that had been
12 discussed?

13 MR. PAUL BONWICK: I consider myself
14 an open-minded individual. I'd sit down and hear what
15 the rationale was, share my perspective on it and try
16 to garner a consensus based on the people that are
17 sitting around the table.

18 Understand that it would not be my
19 decision, but rather that would be, in fairness,
20 something that BLT would have to agree to with Sprung
21 or potentially with -- with others.

22 MR. JOHN MATHER: I want to ask you
23 some questions now about how Green Leaf's fee was
24 determined in that process.

25 Mr. Barrow's evidence was that, after

1 the July 16th meeting, and I believe this is similar
2 to what you've said today, is that he understood that
3 Green Leaf would charge a percentage fee, but he
4 didn't ultimately know what that percentage fee would
5 be.

6 He said that he did not learn -- he did
7 not learn that the amount was going to be 6.5 percent
8 until August 22nd, which was after BLT had prepared
9 the budgets for the arena and the pool.

10 Is that your recollection of how that
11 progressed?

12 MR. PAUL BONWICK: No.

13 MR. JOHN MATHER: What is your
14 recollection?

15 MR. PAUL BONWICK: I believe that Mr.
16 Barrows, or his colleague, had a reasonable idea of
17 where we were going to come in at or what I was going
18 to propose for a fee through Green Leaf.

19 As I mentioned in my earlier comments,
20 if memory serves me correctly, when the question was
21 put to us, I offered two (2) scenarios in terms of
22 billing practice. It went to a success fee.

23 I believe there was a question put to
24 me in terms of what that might look like. And I
25 believe I responded by suggesting that, give me some

1 time to think about it, but I believe that it -- it'll
2 be in line somewhere with a -- with a real estate
3 transaction, or something of that regard, recognizing
4 that this is a little bit different than just simply
5 preparing a purchase and offer agreement.

6 So, I -- I can't help but think that in
7 Mr. Barrow's mind he was expecting something in the 4
8 to 7 percent range. I -- I've got to think he kind of
9 walked out of the room with that understanding.

10 MR. JOHN MATHER: Based on what you've
11 said at that meeting about a real estate --
12 approximating a real estate fee?

13 MR. PAUL BONWICK: Correct.

14 MR. JOHN MATHER: Between that meeting
15 and August 22nd, when BLT submits its budgets to you
16 and Abby, did you have any further conversations with
17 anyone about -- at BLT about what you were
18 contemplating in terms of a fee?

19 MR. PAUL BONWICK: I've heard the
20 testimony.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: I had made the
25 suggestion or provided some direction to Ms. Stec in

1 terms of what I thought was a reasonable success fee
2 to present to them.

3 I am not entirely positive, but it's my
4 understanding, I believe that through one (1) of the
5 conversations that the 6 1/2 percent came up before
6 that date.

7 MR. JOHN MATHER: Do you recall
8 anything about that conversation specifically?

9 MR. PAUL BONWICK: I have just an
10 inclination in my mind that it did -- it would have
11 been expressed. And I try to manage things or look at
12 things from a common sense perspective.

13 And I'm going to suggest that, a) we
14 wouldn't have continued down the path if we didn't
15 have some understanding that what we were considering
16 or proposing was achievable or that something had been
17 come back that was agreeable.

18 And respectfully, I'm not sure that
19 they would have continued to engage us or gone to the
20 efforts that they did without at least a tacit
21 understanding of here's approximately what the fee's
22 going to be.

23 MR. JOHN MATHER: I take it from that
24 answer you don't have a specific recollection though
25 of a conversation prior to August 27th in which you

1 advised about what the fee would be?

2 MR. PAUL BONWICK: I can't recall a
3 specific conversation focussed on the fee. But,
4 again, I will -- I've stated my understanding was that
5 there was a general understanding that that's --
6 that's where it was going to be.

7 MR. JOHN MATHER: Can we pull up
8 CJI7097?

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So this is an email.
13 And if we could scroll down. So go down to the
14 bottom, so we can just walk through the full email.

15 So the first email is dated August
16 13th, 2012. Ms. Stec sends Dave Barrow, Mr. Watts,
17 with a copy to you, a -- a copy of the intermediary
18 contract between BLT and Green Leaf for review at the
19 earliest convenience.

20 The Inquiry does not have a copy of the
21 initial draft that Ms. Stec sent, but if we scroll up.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: Keep scrolling.

1 On August 17th, Mr. Watts replies to
2 Ms. Stec, Mr. Barrow, and yourself, and if we -- and
3 he's suggesting or saying that certain language should
4 be incorporated into the contract.

5 And if we can go down to compensation.
6 The first thing that is said there is to add the
7 language "above and beyond the agreed fixed fee from
8 BLT."

9 And it may be useful to open up the
10 contract itself, CJI7627.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: So what I'm showing
15 you now, Mr. Bonwick, is the final signed version of
16 the contract.

17 And if we could go down to the
18 compensation page.

19 MR. PAUL BONWICK: Sorry, what date
20 was the contract --

21 MR. JOHN MATHER: The contract was
22 signed August 27th, 2012.

23 MR. PAUL BONWICK: But the date of the
24 email?

25 MR. JOHN MATHER: Mr. Watson's email?

1 It was August 17th.

2 MR. PAUL BONWICK: And it started
3 August 13th. Is that what I understand?

4 MR. JOHN MATHER: That's what the
5 email's referring to.

6 MR. PAUL BONWICK: Thank you.

7 MR. JOHN MATHER: So we can see under
8 compensation here, it says:

9 "BLT shall pay compensation to Green
10 Leaf in the amount that Green Leaf,
11 in its discretion, determines
12 appropriate above and beyond the
13 agreement fixed fee from BLT."

14 So it appears that Mr. Watts's
15 suggestion about that additional language was
16 incorporated.

17 My question to you at this point in
18 time is: do you know what was being referred to here
19 when it says "beyond the agreement, a fixed fee from
20 BLT"?

21 MR. PAUL BONWICK: No.

22 MR. JOHN MATHER: At any point in
23 time, was there any fixed fee proposed or discussed
24 over and above the success fee that we've been -- been
25 discussing today?

1 MR. PAUL BONWICK: None.

2 MR. JOHN MATHER: So subparagraph (b),
3 while we're on this -- the -- the signed contract,
4 says:

5 "Compensation is due to Green Leaf
6 upon signing of the contract between
7 BLT and the -- and the third party,
8 and BLT receiving the first draw
9 from the third party."

10 If we could go back to the email we
11 were looking at on August 17th, so CJI7097.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: And while he pulls
16 it up, do you recall, Mr. Bonwick, if the language we
17 just saw, which was that Green Leaf would be paid its
18 fee upon the signing of the contract and the first
19 draw to BLT, if that was what Green Leaf had initially
20 proposed in the first draft?

21 MR. PAUL BONWICK: I believe so.

22 MR. JOHN MATHER: Okay. So we can
23 scroll down, back -- continue scrolling down.

24 So, what Mr. Watts is suggesting at
25 this point in time is that -- that provision be

1 changed to say:

2 "Compos -- compensation is due to
3 Green Leaf within two (2) business
4 days of BLT receiving its first draw
5 or deposit from the third party. If
6 compensation is greater than 30
7 percent of the deposit, then the
8 balance will be paid out of 30
9 percent of each subsequent progress
10 claim paid by the third party. The
11 parties agree that if the fee
12 compensation falls outside this
13 formula, then an agreement will be
14 entered into based on each specific
15 project in which Green Leaf and BLT
16 collaborate on."

17 Focussing on the first two (2)
18 sentences, it appears that what Mr. Watts is
19 suggesting is that rather than a requirement that BLT
20 pay Green Leaf's full fee upon -- upon receiving a
21 first draw, that they will pay a fee within two (2)
22 business days, and that fee will be capped at the --
23 and -- and if that fee is greater than 30 percent of
24 the deposit, only 30 percent will be paid, with the
25 remainder to be paid in progress payments.

1 Was that your understanding at the
2 time?

3 MR. PAUL BONWICK: That's what I read
4 based on what's sitting here right now. He was
5 looking at a staged payment plan, effectively.

6 MR. JOHN MATHER: And we -- was that
7 proposal acceptable to you?

8 MR. PAUL BONWICK: No.

9 MR. JOHN MATHER: Why not?

10 MR. PAUL BONWICK: So I'll speak from
11 my part first.

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: BLT is awarded the
16 contract. Think about if you've purchased a house,
17 you typically don't say to the real estate agent, you
18 know, I'll give you 30 percent of your commission now,
19 I'll give you 30 percent of your commission in ninety
20 (90) days, and I'll give you 30 percent of your
21 commission in a hundred and fifty (150) days.

22 Based on my previous experience, when a
23 threshold, or a success fee is due, it's due. Their
24 premise of success fee is, it's paid once the success
25 is achieved or the agreement is signed. It almost

1 becomes more of a -- a monthly payment or a
2 incremental payment beyond that. And so I coupled
3 that with, you expose yourself to risk when you agree
4 to a payment program. And so if you can, you try to
5 get your -- as much money as possible -- but not as
6 much money, you try to get your entire fee up front,
7 and you mitigate any potential risk, depending on what
8 -- what might happen.

9 MR. JOHN MATHER: So other than the
10 general business proposition, that if you can get paid
11 in full up front, that's -- that's the best course of
12 action, was there any other impediment that you saw,
13 or any other reason why you couldn't get paid overtime
14 with the security of a contract?

15 MR. PAUL BONWICK: From a business
16 perspective, you would try to get your funds entirely
17 up front once the contract's achieved. You take the
18 approach that you have the contract now. It's your
19 responsibility to deliver on the contract. Mine was
20 to help you get to that point. I no longer have an
21 involvement to any degree subsequent to the contract
22 being signed, pay the fee.

23 MR. JOHN MATHER: Could we go to
24 CJI7098.

25

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: If we could scroll
4 down.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: Apologies. If we
9 could actually go back to -- sorry, pull that up.
10 Apologies.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: Scroll down to the
15 first email. I believe there's a first email. No,
16 there isn't. Sorry, give me a moment. Can we put the
17 full body of the email on the page?

18 Okay. So this is a -- a response that
19 Ms. Stec sends to the email we were just looking at in
20 which BLT proposed the instalment payments. She says
21 that the in this third sentence, that:

22 "Paul has had preliminary
23 discussions with Ed regarding the
24 first draw, and it will be
25 substantial enough to cover both the

1 compensation and your initial
2 operation costs. For this reason,
3 5(b) was left as is."

4 Ms. Stec's evidence was that with
5 respect to this entire email, that it was dictated to
6 her by you.

7 Is that correct?

8 MR. PAUL BONWICK: I'm not sure that I
9 -- to the largest extent, I'm sure that would be the
10 case. I don't know that I actually dictated it, or
11 would be driving somewhere, and I said, Incorporate
12 these into an email.

13 But in terms of the subject matter and
14 the message, I would agree that something of this
15 significance would come from me, or would have my
16 input on -- on it.

17 MR. JOHN MATHER: What discussions had
18 you had with Mr. Houghton about the first draw at this
19 point in time?

20 MR. PAUL BONWICK: And -- and I don't
21 recall the conversation with Mr. Houghton. I suspect
22 that I would have had a discussion based on what I
23 understand BLT is doing, that the discussion wouldn't
24 be around anything to do with my fee, but rather, it
25 would be more general to the term of, there's going to

1 be a sizable deposit required, based on this thing
2 moving forward. Do you understand that, and it is
3 that something that can be accommodated?

4 That's, I suspect, the tone of the
5 conversation.

6 MR. JOHN MATHER: Do you remember what
7 you -- it -- it sounds like -- you just used the word
8 "suspect" in what you think happened.

9 Do you specifically recall what you --

10 MR. PAUL BONWICK: No.

11 MR. JOHN MATHER: -- spoke to Mr.
12 Houghton about?

13 MR. PAUL BONWICK: No, but I've read
14 the documents in the court book, and that would lead
15 me to believe that I would have had a discussion, or
16 called Ed, or been talking with Ed, somewhere and --
17 Mr. Houghton, sorry, and suggested that there was
18 going to be a -- a requirement for a substantial draw,
19 and did he have issue with that, or did he suspect
20 there would be an issue with that.

21 MR. JOHN MATHER: And my question was
22 initially with respect to this point in time. Just
23 back -- stepping back more generally, do you recall
24 having any discussion with Mr. Houghton about the
25 first draw for BLT?

1 MR. PAUL BONWICK: Not specifically.

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: I'm happy to give
6 you time, if you're -- if you're thinking --

7 MR. PAUL BONWICK: It's -- sorry, I
8 was just reading the rest of the email. Thank you.

9 MR. JOHN MATHER: Okay. In the next
10 paragraph, you write:

11 "Everything is moving forward as
12 planned in Collingwood. As
13 expected, there have been some
14 efforts on behalf of the co-chair of
15 the Town's Park, Recreation, and
16 Culture Committee who has attempted
17 to spark up a lobbying group to
18 convince Council to go ahead with
19 the \$35 million option in Central
20 Park. He has demonstrated this type
21 of approach before. There is a
22 process in place for committees to
23 report to Council. It appears that
24 when Council does not follow his
25 recommendations, he goes to the

1 media in an attempt to organize
2 support in the community against
3 Council. We are managing this
4 situation in a straightforward
5 manner, and it is expected that --
6 that the said gentleman will be
7 asked to step down from his position
8 on Monday."

9 First question, who are you talking
10 about?

11

12 (BRIEF PAUSE)

13

14 MR. PAUL BONWICK: I have to assume
15 when I'm using the -- or when the word "he" -- there
16 was two (2) co-chairs to the Town's Parks and Rec
17 Culture Committee.

18 I don't know if this is in relationship
19 -- if there's a misprint here, or a miscommunication.
20 I'm not sure if this is the Town's Parks, Rec, and
21 Culture Committee, in which case I don't know, if --
22 or if it's the Town's Central Park Steering Committee,
23 in which case there's two (2) -- two (2) co-chairs,
24 one (1) is Ms. Claire Tucker-Reid, I believe, and the
25 other one is Mr. Brian Saunderson. I'm not sure which

1 one this applies to.

2 MR. JOHN MATHER: Do you recall how
3 you were -- how you became aware of the information
4 that you're reporting to BLT in this email?

5 MR. PAUL BONWICK: No.

6 MR. JOHN MATHER: Do you know what you
7 meant -- and when I say "you," I'm speaking to the --
8 the evidence that you -- you provided Ms. Stec, this
9 information.

10 Do you know what you meant by:

11 "We are managing the situation in a
12 straightforward manner."?

13 MR. PAUL BONWICK: No.

14 MR. JOHN MATHER: Do you know what --
15 what you meant if -- or how you learned that it was
16 expected that whoever you're talking about might be
17 asked to step down on Monday?

18 MR. PAUL BONWICK: No. It could have
19 come from a multitude of sources.

20 MR. JOHN MATHER: Can we go to
21 paragraph 358 of the Foundation Document.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: So this reflects

1 that on August 21st, 2012 Dave Barrow emailed
2 construction budgets for the arena and pool to
3 yourself and Ms. Stec, and said:

4 "Here are the final numbers for both
5 the -- both locations, arena and
6 pool. Let me know what you wish to
7 adjust to, and I will resubmit to
8 send to Ed."

9 I must apologize. I was -- when I was
10 asking you questions earlier, I indicated that you
11 received this email on August 22nd, but I should
12 correct myself. You received this on August 21st.

13 Do you recall if you reviewed the
14 budgets that Mr. Barrow sent --

15 MR. PAUL BONWICK: No.

16 MR. JOHN MATHER: -- on this date?

17 Sorry, no?

18 MR. PAUL BONWICK: No.

19 MR. JOHN MATHER: Do you know if you
20 reviewed them at any point in time?

21 MR. PAUL BONWICK: Not in detail. I
22 recall seeing the number -- the final numbers, but no,
23 not -- not in any great detail.

24 MR. JOHN MATHER: Did you ever have
25 any discussions with BLT about how they came up with

1 their estimates?

2 MR. PAUL BONWICK: Maybe if -- if you
3 could help me out with that question a little bit.
4 Are you talking on a line-by-line basis, or are you
5 talking about for discussion purposes 7.3 million.
6 Help me out a little bit in terms of --

7 MR. JOHN MATHER: Mr. Barrow has sent
8 you a budget --

9 MR. PAUL BONWICK: Right.

10 MR. JOHN MATHER: -- that includes
11 line by line but also total -- it leads to a total.

12 MR. PAUL BONWICK: Oh.

13 MR. JOHN MATHER: Did -- did you ever
14 have a conversation with anyone at BLT about how any
15 of those numbers were generated?

16 MR. PAUL BONWICK: No.

17 MR. JOHN MATHER: Did you ever have a
18 conversation with anyone at BLT about what markup BLT
19 had applied to the numbers in the -- in the budgets
20 that were provided?

21 MR. PAUL BONWICK: No.

22 MR. JOHN MATHER: So if we can go to
23 the next paragraph.

24 You respond to Mr. Barrow at 11:17 a.m.
25 writing:

1 "Please let me know if you have time
2 for a call at 2:00 p.m."

3 You go on to say that:

4 "The situation is very fluid at this
5 time and requires our attention
6 input by the end of the day if we
7 are to achieve a favourable outcome
8 Monday. There's considerable
9 movement wanting a deferral
10 providing an opportunity for a
11 third-party to make a
12 recommendation, i.e., architect."

13 Do you know what you're talking about
14 here?

15 MR. PAUL BONWICK: Only what I can
16 recall having reviewed the court documents. And so at
17 that time, there was a very significant lobby or
18 efforts underway to defer or to get Council not to
19 move in the direction that they may choose to.

20 I'm not sure if this falls in line
21 with -- Friends of the Park organized a protest out in
22 front of the Town Hall. There was -- I think there
23 was -- and I use the word -- I believe there was ample
24 activity from some members of the Board -- the 'Y'
25 extended group providing lobby efforts to councillors,

1 as well as profiling it in the community in order to
2 get a -- a deferral. Hence, I would have said it's a
3 very fluid situation at this point.

4 MR. JOHN MATHER: Do you specifically
5 recall where you obtained this information?

6 MR. PAUL BONWICK: Well, I guess I'm
7 part driving to Loblaws and seeing -- you live in the
8 community, you can see people are protesting. There's
9 writeups in the newspaper. You're interacting with
10 members of Council and sharing with you that they're
11 getting this email, or they're -- they're aware of
12 this consideration.

13 So multitude of sources, but I do not
14 reflect on one specific instance. I think it was just
15 a general understanding that here's all the moving
16 parts that are taking -- that are underway right now.

17 MR. JOHN MATHER: Prior to the Council
18 meeting on August 27th, 2012, were you aware that WGD,
19 the architectural firm, was assisting the Town at
20 looking at recreation facilities?

21 MR. PAUL BONWICK: No.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: If we can scroll to

1 paragraph 361.

2 So on the same day, Mr. Houghton
3 forwarded to you a July 16th, 2012 email from Sprung
4 which contained the preliminary estimates that Sprung
5 had provided at that point in time.

6 You then forward Mr. Houghton's email
7 to Dave Barrow and Abby Stec writing:

8 "Please review the original numbers
9 that we sent to the Town. Unless
10 there are some significant
11 explanation -- \$3 million higher
12 than original -- they will
13 undoubtedly take the view that we
14 are trying to gouge as a result of a
15 potential sole source. This is a
16 deal breaker in the current format.
17 I look forward to chatting at
18 3:00 p.m."

19 Do you recall how it came to be that
20 Mr. Houghton was sending you the budgets from July at
21 this point in time?

22 MR. PAUL BONWICK: Sorry. I'm just
23 going to -- I was listening to you and trying to read
24 at the same time.

25

1 (BRIEF PAUSE)

2

3 MR. PAUL BONWICK: So answer the --
4 ask the question --

5 MR. JOHN MATHER: Do you recall why
6 Mr. Houghton forwarded you the July 16th estimates
7 from Sprung?

8 MR. PAUL BONWICK: I'm going to -- I'm
9 going to suggest that there appears to be a difference
10 in terms of what BLT presented in terms of budgets
11 versus preliminary numbers that had been provided on
12 July the 16th.

13 MR. JOHN MATHER: I appreciate that.
14 But my question was: Do you know why Mr. Houghton
15 sent you the July 16th numbers?

16 MR. PAUL BONWICK: Not having
17 questioned Mr. Houghton on it while I had the
18 opportunity, I'm going to assume he's identifying on
19 August 21st that there's a discrepancy -- there's a
20 significant discrepancy between the numbers that were
21 provided originally by Sprung in terms of a draft
22 format versus the numbers that seemed to be coming in
23 on August the 21st.

24 MR. JOHN MATHER: We haven't seen any
25 evidence that Mr. Houghton was provided with any

1 numbers on August 21st. Did you provide Mr. Houghton
2 with the budget numbers that BLT sent earlier that
3 day?

4 MR. PAUL BONWICK: No. I'm just
5 trying to follow the train through the email here --

6 MR. JOHN MATHER: So --

7 MR. PAUL BONWICK: -- or through
8 the -- the Foundation Documents.

9 MR. JOHN MATHER: So what I think
10 what -- what may assist is what I want to understand
11 what your recollection is and not necessarily what you
12 may surmise, based on following the Foundation
13 Documents.

14 Did you ask Mr. Houghton to send you
15 the July 16th budgets?

16 MR. PAUL BONWICK: No. I don't think
17 so.

18 MR. JOHN MATHER: Do you have any
19 recollection from the point in time about why he did
20 so.

21 MR. PAUL BONWICK: No.

22 MR. JOHN MATHER: You write that:

23 "They will undoubtedly take the view
24 that we are trying to gouge as a
25 result of a potential sole source."

1 Do you recall who you were concerned
2 might take a view that BLT is trying to gouge because
3 of a sole source?

4 MR. PAUL BONWICK: The municipality.
5 I've -- again, the challenge that I have, along with
6 others, is we've heard testimony which is, to some
7 degree, impacting what we know or what we think.

8 I don't believe at that point in time I
9 was even aware of the fact until testimony came out
10 that Sprung had provided some high-level numbers in
11 terms of budget considerations.

12 So I'm trying to connect the dots here
13 as I'm sitting here saying perhaps the discrepancy is
14 from the high-level numbers that Sprung provided
15 versus the actual numbers that BLT was providing and
16 whatever changes may have taken place in terms of what
17 was required from the municipality.

18 MR. JOHN MATHER: So the Inquiry has
19 heard evidence on the discrepancy or the difference
20 between the July 16th numbers and the August 21st
21 numbers.

22 My question for you was: Who did you
23 believe at the Town may come to the conclusion that
24 there had been a gouge as a result of a potential sole
25 source, setting aside what the explanation might be?

1 MR. PAUL BONWICK: Setting aside the
2 explanation, I would say anybody that's touching it if
3 they simply look at it at face value, whether that be
4 staff or Council and see hypothetically one price is
5 \$10 million and one price is \$13 million.

6 Unless there's either (a) a
7 satisfactory explanation in terms of what led to that
8 \$3 million increase, there's got to be an assumption
9 that the Town staff that are engaged on the file or
10 the elected officials that are going to be reviewing
11 the file are going to go, how do you get from ten (10)
12 to thirteen (13) million?

13 MR. JOHN MATHER: The only option
14 being potentially the sole source if there's no other
15 explanation. Is that your concern?

16 MR. PAUL BONWICK: No. My concern
17 would -- well, my concern would be that if you're
18 giving somebody -- again, we approach common sense --
19 if you're giving somebody an estimate of \$10,000 to
20 buy a vehicle, and you say, you know, you're going to
21 be in and around the \$10,000 range, and then you show
22 up to buy it, and it's \$13,000, you want to either
23 (a) know what else is on the vehicle, or why are you
24 charging me three thousand (3,000) more dollars.

25 I would say the same would hold true

1 for a scenario like this where if they were
2 predicating earlier reviews on \$10 million and all of
3 a sudden it was \$13 million, there will be a view that
4 unless you have a satisfactory explanation, you're
5 gouging.

6 MR. JOHN MATHER: And what you
7 specifically write is you're gouging as a result of
8 the potential sole source. Why did you think -- or
9 why were you concerned that was a conclusion someone
10 at the Town might draw if there wasn't an explanation?

11 MR. PAUL BONWICK: But so to back up a
12 little bit, my understanding is there was an
13 explanation. And so in light of the explanation, the
14 latter part of the sentence no longer applies. My
15 point being is unless you have a reasonable
16 explanation -- a significant explanation, then you
17 have no choice but to assume that you're charging too
18 much. And I'm laying that out in the email.

19 MR. JOHN MATHER: At this point in
20 time, what did you know about whether or not Council
21 or the staff were considering a potential sole source?

22 MR. PAUL BONWICK: On August 21st? I
23 don't -- what date is -- is that a Monday or do you
24 know? I'm sorry. I --

25 MR. JOHN MATHER: The Friday was

1 the 24th, so the Thursday would have been the 23rd;
2 Wednesday would have been 22nd. It would have been a
3 Tuesday.

4 MR. PAUL BONWICK: Well, I think we
5 had been -- certainly, I had been trying to
6 consistently reinforce the idea that Council embrace
7 one solution and move forward with one solution in
8 order to deliver the recreational amenities.

9 If there's a chance of that happening
10 based on, to some degree, my efforts, changing a price
11 by \$3 million without a reasonable explanation would
12 compromise that or has the potential, at least, to
13 compromise that.

14 MR. JOHN MATHER: Can we go to
15 paragraph 363?

16 At 4:58 p.m. on August 21st of the same
17 day, you send -- sorry. My apologies. Abby Stec
18 emails Dave Barrow and says:

19 "Thanks for taking the time to
20 participate in both calls today and
21 getting the numbers back to us.
22 Once you have put the numbers in the
23 format Ed suggested, please put
24 6.5 percent across the board on all
25 the number reflecting Green Leaf

1 compensation. At that point, the
2 numbers can be sent to Ed."

3 Do you recall if you participated in
4 the conference calls discussed in Ms. Stec's email?

5 MR. PAUL BONWICK: No.

6 MR. JOHN MATHER: Ms. Stec's
7 evidence --

8 THE HONOURABLE FRANK MARROCCO: Excuse
9 me. No you don't recall, or no you didn't
10 participate.

11 MR. PAUL BONWICK: I don't think I
12 participated.

13

14 CONTINUED BY MR. JOHN MATHER:

15 MR. JOHN MATHER: Ms. Stec's evidence
16 is that -- was that you directed her to advise -- to
17 advise BLT to apply the 6.5 percent across the board.
18 Is that correct?

19 MR. PAUL BONWICK: Yes.

20 MR. JOHN MATHER: Ms. Stec said that
21 the explanation that you provided her when it came to
22 the 6.5 percent figure was that a project like this
23 could take a long time, and so the 6.5 percent
24 reflected the hard work that might have been required
25 had the project gone on longer. Is that something you

1 said to Ms. Stec?

2 MR. PAUL BONWICK: Only in part.

3 MR. JOHN MATHER: Do you know what
4 additional work would have been had the project gone
5 on longer?

6 MR. PAUL BONWICK: So I think we've
7 heard an abundance of testimony, and certainly, we're
8 all aware of the fact that irrespective of all of the
9 work, all of the efforts by outside parties, by
10 steering committees, or by staff, the final decision
11 to go in any particular direction or to approve any
12 particular expenditure like the one here lies solely
13 within the responsibilities or the authority of
14 Council.

15 And so I've been involved in this for a
16 very long time and know that Councils have changed
17 their minds or have gone in particular directions
18 literally minutes before votes are called.

19 And so to my point until Council -- the
20 majority of Council raises its hand and approves a
21 certain direction, you have no idea what or how long
22 something is going to take.

23 We were -- we were aware of the fact
24 that while Council appeared to be embracing expediting
25 the process and -- and going with the Sprung

1 buildings, we were also aware of the fact that there
2 was an extensive lobby underway and some councillors
3 respectfully are -- are like bed sheets in the wind.
4 Whatever change in direction, it can -- it can have an
5 impact on them.

6 Had they made a decision not to move
7 forward, they had other options available to them --
8 obviously do nothing. We engaged the multi-use
9 recreational facility that was proposed through the
10 Central Park committee, go with an invited tender or
11 move to an RFP, engage architects, do the design.

12 So it could be quick. It could go
13 right into the next term of Council. It was my
14 opinion that anything short of the MURF that was
15 recommended through the Central Park committee that
16 BLT/Sprung solution very well could or would very
17 likely be the successful bid. It's just a case of
18 where it happens in the road, and that all lands in
19 front of the people and the authority granted to the
20 people around that table.

21 MR. JOHN MATHER: So after Ms. Stec
22 sent this email, Mr. Barrow's evidence was that he
23 applied the -- he took -- he took Ms. Stec's direction
24 and applied 6.5 percent consistently across the
25 budgets he had prepared.

1 Was that your understanding at the time
2 about what BLT did to incorporate the Green Leaf fee?

3 MR. PAUL BONWICK: I'm not familiar in
4 terms of how he incorporated it into his fee. If you
5 bring up -- is it possible to ask for a contract to be
6 brought up?

7 MR. JOHN MATHER: Sure. Which --
8 which contract are you referring to?

9 MR. PAUL BONWICK: The -- the contract
10 that was signed by BLT and Green Leaf.

11 MR. JOHN MATHER: It's CJI7627.

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: So if we could...
16 How many pages is this, do you --

17 MR. JOHN MATHER: Seven (7).

18 MR. PAUL BONWICK: Seven (7). Okay.

19 Could you --

20 MR. JOHN MATHER: If there's a
21 particular provision you're looking for, I may be able
22 to assist.

23 MR. PAUL BONWICK: The qualifying
24 provision that says that proceeds paid to Green Leaf
25 must come from -- come out of BLT's...

1 MR. JOHN MATHER: So I think it's near
2 the end, so head towards it. It's in the compensation
3 section, or I -- oh. Page 3. Are you talking about
4 item 5(c)?

5 MR. PAUL BONWICK: No. Do you mind if
6 I take a second a just review the -- review the
7 document? Can we go back up a little bit, please.
8 Slow down.

9 MR. JOHN MATHER: Why don't -- we --
10 we'll maybe stand down for two (2) minutes and you
11 have the opportunity.

12 MR. PAUL BONWICK: Okay, or...

13 THE HONOURABLE FRANK MARROCCO: That's
14 a good suggestion. Let us know when you find it.

15

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

17 --- Upon resuming at 12:50 p.m.

18

19 THE HONOURABLE FRANK MARROCCO: Well
20 find it?

21 MR. PAUL BONWICK: Thank you, Your
22 Honour.

23

24 CONTINUED BY MR. JOHN MATHER:

25 MR. JOHN MATHER: Did you find the

1 provision you were seeking to identify?

2 MR. PAUL BONWICK: I did. I did,
3 thank you. So referring back to the compensation in
4 terms of how the fee was added, it was clearly
5 indicated by me or communicated by me that Green
6 Leaf's fee would not be borne by the municipality.
7 And so it was not a line item that BLT could include
8 and put markup on -- that the fee was to come out of
9 their portion.

10 I'll draw your attention to the
11 contract that you had up earlier, and I'll refer you
12 to 5(c):

13 "Compensation is not to be paid to
14 Green Leaf by way of direct or
15 redirect deposit or advance by the
16 third party. It is to be payed by
17 BLT from BLT."

18 And so -- well, we had a lawyer draft
19 this agreement. I'm assuming that he encapsulated the
20 intent that we delivered to him and that we
21 communicated with BLT. That being said, it was clear
22 from the outset, once we had agreed to move forward,
23 that BLT would be paying Green Leaf out of their
24 profits.

25 THE HONOURABLE FRANK MARROCCO: I have

1 to -- I'm going to ask you about that --

2 MR. PAUL BONWICK: That's fine.

3 THE HONOURABLE FRANK MARROCCO: --

4 because the way -- the way it -- it reads to me, and I
5 -- I understand what you're saying, but the way it
6 reads to me is that BLT isn't to pay you by
7 redirecting the funds provided by the Town but is to
8 pay you out of their own money.

9 MR. PAUL BONWICK: Correct.

10 THE HONOURABLE FRANK MARROCCO: That -
11 - that -- that's -- that means to me -- it could mean,
12 and that's why I'm asking you about it -- that they
13 take the cheque, deposit the cheque in their account,
14 and -- assuming you're using cheques -- but they --
15 they deposit -- the money's deposited in their
16 account, and then they pay you. But -- but it -- it -
17 - it -- it -- that's all it says to me.

18 MR. PAUL BONWICK: Okay. My
19 interpretation, and the message that was directed to
20 our lawyer, is that that's not the case. When I look
21 at --

22 MR. WILLIAM MCDOWELL: One -- once
23 again, we've got to be careful of the waiver of
24 privilege issue here, I think.

25 THE HONOURABLE FRANK MARROCCO: Well,

1 I guess, but -- but -- what was your intention? What
2 -- what do you expect it said?

3 MR. PAUL BONWICK: What I ex --

4 THE HONOURABLE FRANK MARROCCO: What
5 instru -- what ins -- what do you expect it said?

6 MR. PAUL BONWICK: What I believe it
7 says is, to your point, they're not able to either
8 direct the municipality to pay us directly, nor are
9 they able to redirect off their deposit simply to pay
10 us out of the Town's proceeds. But rather, my
11 intention was that they would be paying out of their -
12 - their portion of the profit. That was what my
13 intention was, and I did not word this, but rather,
14 that was the intention.

15 The idea, simply put, was there was
16 never an intention that the Town of Collingwood would
17 pay an additional amount beyond what BLT would
18 traditionally bill in order to compensate Green Leaf.
19 That's the short answer.

20 THE HONOURABLE FRANK MARROCCO: And I
21 -- I just wanted to get your comment about the fact
22 that there's different ways of looking at what that
23 says. I -- I'll let this questioning go on. I -- I
24 think we have your understanding of what you think
25 5(c) says. Go ahead.

1 MR. PAUL BONWICK: Thank you.

2

3 CONTINUED BY MR. JOHN MATHER:

4 MR. JOHN MATHER: My initial question
5 was, Mr. Barrow's evidence is that after Abby Stec
6 sent the email saying apply 6.5 percent, what Mr.
7 Barrow did was took -- took the budget he prepared and
8 appri -- applied 6.5 percent across the budget.

9 Were you aware that that is what BLT
10 did to the budget numbers?

11 MR. PAUL BONWICK: Well, I think, in
12 fairness, if you're going to share Mr. Barrow's
13 testimony, you need to do it in full. I think what
14 Mr. Barrows (sic) indicated was that he took his
15 standard profit margin in a scenario like this, which
16 would have ranged from 15 to 20 percent -- he took
17 approximately 7 percent off his profit margin.

18 He said he was in and around the -- if
19 I'm not mistaken, and the transcript will show it --
20 eight and eight -- 8 to 8 1/2 percent, added our 6.5
21 percent, which took him up to something that was
22 actually, in his mind, potentially slightly lower than
23 what their traditional markup would be. That's what I
24 understood his testimony to be.

25 MR. JOHN MATHER: My -- my question

1 was: At the time, did you understand that he had added
2 the 6.5 percent to the budget numbers he provided you?

3 MR. PAUL BONWICK: My understanding
4 was that he was taking our fee and making it part of
5 his profit margin.

6 MR. JOHN MATHER: If we could go to
7 paragraph 381 of the Foundation Document.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: So this reflects
12 that on August 22nd, Mr. Barrow sent the final numbers
13 to Mr. Houghton at the -- 1:39 p.m. Paragraph 384
14 reflects that he sent another version of the numbers
15 again at 2:56 p.m.

16 Do you recall if you had an opportunity
17 or if you did review BLT's budget numbers before they
18 were finally submitted to Mr. Houghton?

19 MR. PAUL BONWICK: No.

20 MR. JOHN MATHER: Okay.

21 THE HONOURABLE FRANK MARROCCO: No,
22 you don't recall? No, you didn't review them?

23 MR. PAUL BONWICK: No, I did not
24 review them.

25 THE HONOURABLE FRANK MARROCCO: Okay.

1 Thank you.

2

3 CONTINUED BY MR. JOHN MATHER:

4 MR. JOHN MATHER: My apologies in the
5 question asked. If we could pull up CJI11327.

6 Just so you're aware, Mr. Bonwick, this
7 is the phone record document that we've looked at
8 previously.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: And if we could go
13 to lines 1018 and 1019.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: So, Mr. Houghton,
18 this has been discussed with other witness -- sorry,
19 Mr. Bonwick. I -- my apologies. This has been
20 discussed with other witnesses. This reflects a
21 teleconference that occurred on the evening of August
22 22nd, 2012, between yourself, Mr. Houghton, and Mr.
23 Lloyd.

24

25 Do you recall if, as part of this
conversation, anyone discussed the BLT numbers that

1 had been delivered to the Town that day?

2 MR. PAUL BONWICK: No.

3 MR. JOHN MATHER: No, you don't recall

4 --

5 MR. PAUL BONWICK: No, I -- thank you.

6 I'm -- I'm going to get better at that.

7 MR. JOHN MATHER: Yeah.

8 MR. PAUL BONWICK: No, I don't recall.

9 MR. JOHN MATHER: If -- if it was
10 discussed.

11 MR. PAUL BONWICK: I don't believe it
12 was.

13 MR. JOHN MATHER: What do you recall
14 being discussed on this telephone call?

15 MR. PAUL BONWICK: It's unfortunate
16 that I have to keep referring to an -- and in
17 fairness, the court book is there to help us to try to
18 recall. Is that a fair statement?

19 MR. JOHN MATHER: I want to understand
20 what you recall about this phone conversation, and
21 maybe it's the case that you don't recall.

22 MR. PAUL BONWICK: I recall Mr. Lloyd,
23 and -- so to answer the question, I don't recall the -
24 - the specific time and date. I do recall Mr. Lloyd
25 being quite animated -- if this is the particular

1 call, being quite animated about information he had
2 received from the mayor of Wasaga Beach specific to
3 representations being made related to their multi-use
4 needs.

5 I recall him being very animated about
6 why that's happening on a parallel path when
7 Collingwood is dealing with that, and Mr. Lloyd was
8 under the impression that I had made a representation
9 to Mr. Patterson or to council and that there was now
10 consideration by Mayor Patterson and council to start
11 looking at Sprung as an option for their community as
12 well.

13 And while I don't recall the exact
14 wording of the conversation, I just -- in my opinion,
15 and not from a rational perspective, but rather he was
16 -- just seemed to be animated and feel that it had the
17 potential to cause significant delays if Wasaga Beach
18 was going to do something based on how he was
19 communicating it.

20 Again, I don't know if this is the
21 call, but I asked him -- I -- I believe I asked him --
22 I said, listen. You -- you're kind of all over the
23 map. Put it in an email, and -- and I'll deal with
24 it.

25 MR. JOHN MATHER: If we can pull up

1 paragraph 386 of the Foundation Document.

2

3

(BRIEF PAUSE)

4

5

MR. JOHN MATHER: And we see that on
6 the same evening, around 9:30 p.m., Mr. Rick Lloyd
7 sent you an email regarding Cal Patterson. Appreciate
8 you're not certain when, specifically, you had that
9 conversation with Deputy Mayor Lloyd, but is this the
10 email that followed that conversation?

11

MR. PAUL BONWICK: This seems to make
12 sense now that I'm looking at the email.

13

MR. JOHN MATHER: He says in this
14 email:

15

"Cal told us that -- I must say that
16 I was rather surprised to hear from
17 your cousin, Wasaga Mayor Cal
18 Patterson, that he had a meeting
19 with us last -- he had a meeting
20 last week with Sprung. Cal told us
21 this when he overheard you speaking
22 about our plans for Monday night and
23 the proposed Sprung building."

24

Do you know what Deputy Mayor Lloyd was
25 referring to when he said that Cal ove -- told us this

1 when he overheard you speaking about plans for Monday
2 night and Sprung buildings?

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: No. I think Mr.
7 Lloyd is confused.

8 MR. JOHN MATHER: Why do you think
9 that?

10 MR. PAUL BONWICK: Firstly, I never
11 made a presentation to Wasaga Beach. I believe
12 evidence would show that Mr. Mim -- I -- I think it's
13 Mr. Mills, who is a Sprung building representative,
14 made a representation to Wasaga Beach.

15 Mr. Lloyd -- so I think there's two (2)
16 competing things here. I think one (1) is Mr. Lloyd -
17 - or, sorry, Mr. Mills made a representation at Wasaga
18 Beach, and -- it says in the record there. So Cal
19 Patterson is a cousin of mine. He very well could
20 have been at my place and heard me chatting about what
21 was going on with Collingwood Council.

22 But I think he's confusing the two (2)
23 things. I did not make a representation to Council of
24 the whole for Wasaga Beach. I -- I acknowledge that
25 the mayor of Wasaga Beach at that time was my cousin

1 and would have had the opportunity to potentially be
2 at my house. Entirely possible that that conversation
3 -- because we would discuss what was going on in
4 Wasaga Beach or Collingwood if we happened to be
5 together.

6 MR. JOHN MATHER: Did you disclose to
7 Mr. -- Deputy Mayor Lloyd prior to this point in time
8 that you were -- that Green Leaf was working with BLT?

9 MR. PAUL BONWICK: I've thought about
10 that. I don't know that I -- I don't know that I
11 formally declared to Deputy Mayor Lloyd that Green
12 Leaf and -- as by extension, that I'm doing work on
13 behalf of BLT.

14 That being said, as I questioned in my
15 cross-examination with Mr. Lloyd, there's emails that
16 show me attached to them. You're raising an issue
17 with me about BLT. He -- he's not going to call me
18 because ABC dump truck flipped over on Sixth Street
19 and he thinks that it's a good idea that I intervene
20 and try to get it right-sided.

21 And so that's why I'm sort of sitting
22 there going -- and was questioning the Deputy Mayor in
23 terms of -- I'm -- I'm confused how you didn't know.
24 I respect the fact that I may not have said, Deputy
25 Mayor Lloyd, I am working for B -- or my company -- by

1 extension, me -- are working for BLT, and I will be
2 making representations throughout the community on
3 their behalf.

4 That being said, I -- I think I've
5 tried to describe it as best I can that I just don't -
6 - like, I would be confused how you wouldn't know that
7 I was involved.

8 MR. JOHN MATHER: You asked several
9 questions there on my behalf, so thank you. If we
10 could just --

11 MR. PAUL BONWICK: Sorry.

12 MR. JOHN MATHER: -- briefly turn to
13 paragraph 387.

14 So this is an email, and I propose to
15 ask a brief question about this, and then we can break
16 for lunch, because I think that makes sense.

17 This is an email that you then forward -
18 - sorry, you forward Mr. Rick Lloyd's email on to Dave
19 Barrow, Mark Watts, Tom Lloyd, Dave MacNeil, and Ms.
20 Stec, setting out concerns that you've identified and
21 that the Deputy Mayor has identified.

22 At the end of your email, you say:

23 "My understanding was that we were
24 attempting to create a model as one
25 (1) team that we could emulate in

1 other jurisdictions, specifically
2 Simcoe County and other
3 municipalities."

4 I take it that that's the model you've
5 been referring to today throughout your testimony?

6 MR. PAUL BONWICK: Yes.

7 MR. JOHN MATHER: And if we could go
8 to paragraph 39 -- sorry, Mr. Barrow's response. And,
9 sorry, if we can keep scrolling down. There we go.
10 Keep scrolling down to the next page.

11 So this is reflecting a further email
12 that you have. So you're -- you -- you -- it's then
13 reflected that there had been a conversation about
14 this and it had been address, and you respond and say
15 that you had excused yourself from a meeting. And
16 then you write:

17 "All that said, I believe it would
18 be beneficial for all concerned to
19 stand down for one (1) week until we
20 get these two (2) put to bed."

21 And when you're saying that, you're
22 referencing the two (2) Collingwood recreation
23 facilities. Is that fair? We can scroll up and see
24 the email if that assists.

25 MR. PAUL BONWICK: In rough language,

1 that appears to be the case, yes.

2 MR. JOHN MATHER: Okay. I take it
3 that as part of the model or the notion that there
4 would be expansion into other municipalities, the plan
5 was Collingwood was going to be the first step in that
6 model.

7 MR. PAUL BONWICK: Yes.

8 MR. JOHN MATHER: So the growth of the
9 model would come from successfully completing the
10 Collingwood facilities.

11 MR. PAUL BONWICK: It could.

12 MR. JOHN MATHER: At least that was
13 the plan at that point.

14 MR. PAUL BONWICK: It could. Had
15 Collingwood gone in a different direction, then you
16 would have tried to take that model and put it into
17 another community, and again, you would try to carry
18 it ac -- across to other markets.

19 MR. JOHN MATHER: I believe this is a
20 good opportunity for a break.

21 THE HONOURABLE FRANK MARROCCO: Two
22 o'clock.

23

24 --- Upon recessing at 1:07 p.m.

25 --- Upon resuming at 2:03 p.m.

1

2 CONTINUED BY MR. JOHN MATHER:

3

MR. JOHN MATHER: Please pull up
4 paragraph 323 of the Foundation Document. Mr.

5 Bonwick, this is an ema -- this is describing an email
6 you sent to Abby Stec on August 24th, 2012, just
7 before noon, and the subject line is "Terms," and you
8 write:

9

"I believe we've been acting in good
10 faith up to this point and we will
11 continue to do so. However, if
12 they're receiving a 25 or 30 percent
13 deposit, we will require our payment
14 at the same time. Two (2) days --
15 two (2) days is not relevant in
16 banking terms."

17 And then if 23 scroll down a little bit
18 at -- Ms. Stec then forwards your email to Dave
19 Barrow, and saying:

20

"I have forwarded Paul's response
21 which we feel is reasonable. Please
22 let me know if we can sign as is."

23

If you could just scroll up again. Do
24 you recall how you -- why you wrote that they -- that
25 BLT would be receiving a 25 or a 30 percent deposit in

1 this email?

2 MR. PAUL BONWICK: It was my
3 understanding, either through Ms. Stec or through Mr.
4 Barrow, that there was something in line of 25 to 50
5 percent that was going to be asked for in terms of a
6 deposit.

7 I didn't know exactly how they were
8 planning on breaking that up, but my understanding was
9 that there was going to be, as part of the contract, a
10 substantive deposit of some type required -- or
11 requested.

12 MR. JOHN MATHER: And then if you
13 could scroll to paragraph 324. This says that Mr.
14 Barrow responded to Abby at 1:28 p.m.

15 "I am waiting reply from Mark but we
16 don't want to be in the position
17 that the City takes three (3) weeks
18 for the deposit and we're obligated
19 to pay -- pay you immediately. I
20 have worked for the City and it's
21 usually -- and usually it's a
22 process."

23 Given what you said before the lunch
24 break, did you respond to Mr. Barrow and make it clear
25 that it was your expectation that BLT would not be

1 paying Green Leaf from the funds it received from the
2 City?

3 MR. PAUL BONWICK: I'm sorry. Clarify
4 that again, please. I was reading.

5 MR. JOHN MATHER: Given what you said
6 before the lunch break regarding that your expectation
7 that BLT was going to pay you, not from the funds it
8 received from the City but from its own funds, did you
9 right back to Mr. Barrow and confirm that
10 understanding, that they shouldn't be waiting for the
11 City to pay them before they paid Green Leaf?

12 MR. PAUL BONWICK: Perhaps I misspoke
13 or didn't understand. Either way, it was my
14 understanding that BLT was paying the Green Leaf fee
15 as part of their compensation. I did not expect them
16 to take money from another project to pay us or
17 personal funds to pay us. I was certainly aware of
18 the fact that the funds that would be disbursed to
19 Green Leaf would be as a result of their overall
20 contract.

21 Without getting into the semantics of
22 it, simply my understanding was, part of that contract
23 would be they would be paying us out of their proceeds
24 in terms of profitability.

25 MR. JOHN MATHER: So the order of

1 operations being the Town pays BLT an initial deposit.
2 BLT then can use those funds to pay Green Leaf,
3 however, the funds it use -- it uses are coming out of
4 BLT's profit margin?

5 MR. PAUL BONWICK: Correct.

6 MR. JOHN MATHER: Isn't the effect of
7 that that the Town will be inevitably paying BLT some
8 of its profit in advance in order -- despite the fact
9 that BLT hasn't done any work yet?

10 MR. PAUL BONWICK: No. Quite -- no.
11 Quite the opposite. We've heard significant testimony
12 from a cross-section of people that the average
13 margins on typical contracts are in the 15 to 20
14 percent range depending on the size -- it can be
15 anywhere from, I guess, 6 to 25 percent, if you get
16 into the hundred million dollar contracts.

17 But it's always understood in any
18 contract when you're being paid, unless you're being
19 paid a hundred percent of it up-front, that the profit
20 is always the -- the last or the sec -- part of the
21 last and the second last payment. So it would be
22 naive of anybody or BLT to suggest we're taking our
23 profits first and we'll pay our suppliers at the end.

24 You're putting your deposits on
25 whatever you're ordering in any transaction, and your

1 profitability comes out at the tail end of the
2 contract. Typically a major part of that is -- is a
3 10 percent -- customary is the 10 percent holdback.

4 MR. JOHN MATHER: If we can go to
5 TOC204900.1.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: So if we can scroll
10 down. This is Sunday, August 26, 2012. It's an email
11 from Deputy Mayor Lloyd to Mr. Houghton. The email
12 says:

13 "Hey, keep up the good work. I
14 believe that tomorrow we will have
15 the results we hope for. It's all
16 coming together because of you and
17 your leadership. This has been the
18 best few months of Council that I
19 have ever been involved with and
20 it's all because of you and your
21 team approach. Get this behind us
22 and look out, what we can do next.
23 LOL."

24 And if you scroll up, you can see that
25 Mr. -- Deputy Mayor Lloyd forwarded this email to you

1 just a moment later.

2 And if we could pull up CJI11327.

3 THE HONOURABLE FRANK MARROCCO: Just
4 before -- do you have any idea why he would forward
5 that email to you, Mr. Bonwick? Did he forward all of
6 his emails to you?

7 MR. PAUL BONWICK: I hope not, Your
8 Honour, but I can only speculate on why he would do
9 that, and I'm happy to do so.

10 THE HONOURABLE FRANK MARROCCO: No,
11 it's okay. It's a rhetorical question really, but --
12 but -- but in a way actually, I -- I'm prepared to
13 receive the speculation. Why is he forwarding it to
14 you?

15 MR. PAUL BONWICK: I'm not sure if
16 this is going to interrupt his line of questioning --

17 THE HONOURABLE FRANK MARROCCO: Well,
18 I don't want to get on with it for a long time, but --

19 MR. PAUL BONWICK: Yeah.

20 THE HONOURABLE FRANK MARROCCO: --
21 he's trying to keep Mr. Houghton's spirits up and he
22 forwards the email to you.

23 MR. PAUL BONWICK: Yeah. So I can
24 only speculate on why Mr. Lloyd would forward this
25 particular email to me, other than the fact that it

1 was, I think, understood by those that knew Mr.
2 Houghton personally or those that worked with Mr.
3 Houghton, that he was under a significant amount of
4 pressure, both in terms of Council, in terms of his
5 board.

6 I know Mr. Houghton had had sidebar
7 conversations with me. I don't know if he articulated
8 it fully, but I think his board from Collus were
9 getting --

10 THE HONOURABLE FRANK MARROCCO: Yeah.
11 He mentioned this yesterday.

12 MR. PAUL BONWICK: -- significantly
13 concerned about what he had committed to versus what
14 the Town continued to expect out of him. Ed -- sorry,
15 Mr. Houghton to a large extent, I think, worked in
16 isolation of the Municipality through his
17 responsibilities with Collus, and so it's not the same
18 level of scrutiny or the same lens that's provided
19 versus a municipality.

20 So this was -- I think he was very
21 stressed out about the lens that was on the lobbying
22 that was taking place and the aggressiveness in terms
23 of what people wanted in relationship to this thing,
24 and speculating --

25 Ed -- or, sorry, Deputy Mayor Lloyd

1 knew that Ed and I were friends, and so I can only
2 speculate that he's going -- he's really feeling the
3 pressure and if there's anything you can do to tell
4 him good job or keep treading, that kind of -- that's
5 what I would speculate.

6 THE HONOURABLE FRANK MARROCCO: All
7 right. Thank you.

8

9 CONTINUED BY MR. JOHN MATHER:

10 MR. JOHN MATHER: If we could pull up
11 the document I had just referenced. It's the phone
12 call spreadsheet, Mr. Bonwick, and if we could go to
13 lines 1051 and 1052.

14 The email we had just looked at from
15 Deputy Mayor Lloyd to Mr. Houghton and then forwarded
16 to you was sent at 11:50 a.m. This reflects a -- what
17 appears to be a teleconference between yourself, Mr.
18 Houghton, and Mr. -- Deputy Mayor Lloyd at 11 --
19 around 11 a.m. for approximately thirty-one (31) to
20 thirty-three (33) minutes.

21 Do you recall having a phone
22 teleconference on the 26th with these two (2)
23 gentlemen?

24 MR. PAUL BONWICK: I don't recall
25 specifically the 26th. I recall to some degree having

1 a conversation, a three-way conversation, and it was
2 specific to the matter that I just brought to the
3 attention of the judge.

4 MR. JOHN MATHER: Could we go to
5 paragraph 465 of the Foundation Document?

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: So this is just a
10 little bit after the email we had looked at before the
11 call log, which is at 11:50. So, at 11:59 a.m., Mr.
12 Houghton forwarded -- forwarded Councillor Dale's West
13 (sic) contact -- contact information to Mr. Bonwick,
14 and -- and then you replied as is set out there.

15 Do you recall if you had requested that
16 Mr. Houghton provide you with Mr. West's contact
17 information?

18 MR. PAUL BONWICK: It would have had
19 to have been me that would have requested it. I just
20 can't think that Mr. Houghton would out of the blue
21 send me Mr. West's -- or Councillor West's contact
22 information.

23 MR. JOHN MATHER: Do you recall if you
24 spoke to Councillor West either that day or the next
25 before the Council meeting?

1 MR. PAUL BONWICK: No, I don't recall.

2

3 (BRIEF PAUSE)

4

5 MR. PAUL BONWICK: I -- I should say,
6 in terms -- expand for a brief moment. In terms of
7 contact information, I'm going to guess that that is
8 Councillor West's cell number.

9 Councillor West and I have known each
10 other for many years. I knew his home number. I knew
11 where he lived. His son and my son were very close
12 friends.

13 So, the only thing I would have been
14 requesting, I suspect, is the Town's cell number that
15 they would assign to him.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: If we can pull up
20 CJI7627. So, this is the intermediary contract
21 between Green Leaf and BLT which we've referenced
22 before.

23 In her evidence, Abby Stec mentioned on
24 a few occasions that, it was her view, that it was not
25 appropriate for Green Leaf to be the counterparty to

1 this contract because the sort of work that was being
2 contemplated by this contract and the sort of work
3 that was -- was taking place was what she considered
4 to be Compenso work.

5 She said she raised this issue with you
6 and that you advised that the contract was going to be
7 with Green Leaf to avoid a perceived conflict of
8 interest.

9 Did you have a conversation or
10 conversations with Ms. Stec along those lines?

11 MR. PAUL BONWICK: We had discussions
12 specific to why Green Leaf. The -- so I'll try to
13 break this off in pieces that I can best respond to.
14 The issue surrounding her raising concerns about this
15 is something that Compenso should do versus Green Leaf
16 should do, I do not recall that conversation.

17 MR. PAUL BONWICK: I believe when were
18 -- had the opportunity to cross-examination Ms. Stec,
19 as well as Mr. Barrows, as well Mr. Lloyd, Mr. Tom
20 Lloyd, the discussions were centred around developing
21 an alliance, a relationship whereby we would act in
22 unison going across the province.

23 I think I've also -- and Ms. Stec had
24 confirmed that I was travelling a great deal and that
25 this didn't fit into the wheelhouse of Compenso, in my

1 opinion, in terms of the other clients that I had.

2 It was also determined that from the
3 day-to-day, the groundwork would be Ms. Stec and that
4 I would be overseeing operations or giving direction
5 on larger matters.

6 And so, Green Leaf also has a
7 connotation that is environmentally friendly. It
8 promotes the concept or the overall strategy that we
9 had discussed with BLT and Sprung.

10 And so, by definition, it's called
11 Green Leaf Distribution Inc., and so it has the
12 ability to distribute products of an environmental
13 nature.

14 In terms of the historics for Green
15 Leaf, and, again, I think this was brought up in
16 earlier testimony, there really wasn't a lot of
17 historic.

18 The company was, for discussion
19 purposes, a year, a year and a half old, or whatever
20 it was, at that point in time, so it's not a case of
21 being able to look back and say, hey, this is really
22 new, we've been doing this for the last ten (10) years
23 and why are we heading off in this direction.

24 It's a new company that's trying to
25 find ways to generate revenue. And so, a long-winded

1 answer, I guess, but to my point, Green Leaf, for a
2 number of different reasons, made a good fit as it
3 relates to what we were trying to achieve.

4 MR. JOHN MATHER: So, what Ms. Stec
5 specifically said was, at least one (1) of the reasons
6 you provided for proceeding through Green Leaf was to
7 avoid a potential of conflict of interest.

8 Was that something you said to Ms.
9 Stec?

10 MR. PAUL BONWICK: No, I don't recall
11 saying that specifically because I had already gone
12 through this exercise in a very detailed manner in the
13 previous months and year.

14 And it was and remains my
15 understanding, based on several different opinions,
16 that my engagement on any matter related to the Town
17 of Collingwood does not put a sibling in a conflict
18 position should they be an elected official or -- or
19 working within the commu -- working for the Town.

20 So, I'm not sure why I would say
21 conflict when I know that there is no conflict.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: Did you have any Ms.

1 -- conversations with Ms. Stec about whether there
2 might be a perceived conflict?

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: I think I would
7 have shared with her in the same fashion I did with
8 you earlier that there's sort of two (2) ways to -- to
9 move something forward.

10 One (1) is pulling it and you're out
11 front and you're the person engaged and profiled. The
12 second one is helping steer from behind, in which
13 case, you don't receive the same kind of profile.

14 And so, it would be entirely possible
15 that I would have had a conversation with Ms. Stec to
16 suggest that I was going to remain in a less profiled
17 position than she would be in terms of her engagement.

18 But, again, I go back to the point I --
19 there would be no reason for me to bring up the term
20 'conflict of interest' because I was fully secure in
21 my position that there is no conflict of interest.

22 MR. JOHN MATHER: Can we go to page 2
23 of this document? Scroll down to item 2. So, this
24 sets out the services that Green Leaf has agreed to
25 provide BLT under the contract.

1 Item A says that Green Leaf will be:
2 "...providing to BLT the name and
3 contact information of one (1) or
4 more third parties that Green Leaf -
5 - Green Leaf believes would benefit
6 from the services and materials that
7 BLT has to offer."

8 And then the second point says:
9 "The third parties that Green Leaf
10 will furnish to BLT will be third
11 parties which to Green Leaf's
12 knowledge and belief have not had
13 prior business relationships or
14 ongoing business relationships or
15 ongoing business discussions with
16 respect to the business deal Green
17 Leaf proposes."

18 You would agree that, when it came to
19 the Town of Collingwood, prior to Green Leaf's
20 involvement, there was ongoing business discussions
21 with respect to the recreation facilities?

22 MR. PAUL BONWICK: Yes.

23 MR. JOHN MATHER: And you would agree
24 that, nevertheless, Green Leaf did get paid pursuant
25 to this contract when it came to those recreation

1 facilities?

2 MR. PAUL BONWICK: Yes.

3 MR. JOHN MATHER: If we could scroll
4 down. Sorry, scroll up to the last sub-bullet under
5 (e). So, this says:

6 "If the third party and BLT are
7 interested in proceeding with a
8 formal contract whereby BLT will be
9 providing materials and/or services
10 to the third party, Green Leaf will
11 assist BLT in formulating the
12 applicable contracts."

13 Do you recall why that was included in
14 this?

15 MR. PAUL BONWICK: No. To give you
16 some background on the document itself, Ms. Stec and I
17 arranged an appointment with -- with our corporate
18 lawyer.

19 MR. JOHN MATHER: And I don't want to
20 cut you off. We don't want to hear about
21 conversations that you may or may not have had with
22 Mr. Shaw, so perhaps I can ask you the question in a
23 different way.

24 Was it your understanding that one (1)
25 of the things Green Leaf would do would be assist BLT

1 in formulating applicable contracts with the Town if
2 it was successful?

3 MR. PAUL BONWICK: No. I didn't give
4 it any thought either way. I mean, I think Ms. Stec,
5 and I suspect it came from BLT, referenced a standard
6 construction document. I think it's called a CCDC or
7 something to that effect.

8 But in terms of incorporating an
9 agreement and the language within an agreement between
10 BLT and the Town of Collingwood, I never expected us
11 to be involved in helping structure that language or
12 conditions contained therein.

13 MR. JOHN MATHER: If we could go to
14 page 5. Sorry, scroll up. I maybe meant item 5, so
15 keep... No, item 6, so scroll down.

16 So, it says:

17 "BLT hereby agrees that it will
18 treat the following information as
19 strictly confidential whether or not
20 a contract is ultimately entered
21 into between BLT and a third party
22 introduced by Green Leaf.

23 And the information is the names,
24 addresses, contact information of
25 any third party provided to BLT by

1 Green Leaf and details of any
2 compensation pa -- paid by BLT to
3 Green Leaf."

4 What was your understanding of why the
5 contract provided that the details of the compensation
6 paid by BLT to Green Leaf would be confidential?

7 MR. PAUL BONWICK: Again, I would
8 suggest that that's standard operating procedure.
9 I've worked for many different companies over the
10 course of the last fifteen (15) or sixteen (16) years.
11 And the compensation that my company receives from
12 another private company is not to be disclosed to the
13 public.

14 MR. JOHN MATHER: Did you have any
15 concerns that this would prevent the Town from deter -
16 - the Town from determining whether or not -- sorry,
17 the To -- prevent the Town from investigating who
18 BLT's contractors or consultants were if they decided
19 they wanted to know that information?

20 MR. PAUL BONWICK: No, I'm not sure
21 under any scenario how a customer is empowered beyond
22 something like this to investigate who contractors
23 are, who their relationships are with their
24 consultants, what the payments are made to them.

25 I've never been privy to or witnessed a

1 scenario where the client says who did you -- I want a
2 complete reconciliation of everything that you paid
3 under the contract that we had and what the amounts
4 were to any particular party.

5 It just wouldn't be any -- party of any
6 normal business transaction.

7 MR. JOHN MATHER: Other than standard
8 business practice, did you have any concerns about BLT
9 at any point disclosing to the Town the amount that it
10 would pay or had paid to Green Leaf?

11 MR. PAUL BONWICK: No more concern
12 than I would in any other transaction I was involved
13 with. I'm a private citizen. We're supposed to be
14 entitled to some level of privacy in this country. We
15 operate a business. We pay our taxes.

16 I did not want Mr. and Mrs. Smith on
17 5th and Maple knowing what contractual benefits I'm
18 receiving dealing in the private sector. I mean, I
19 just -- I -- I don't think any company would, nor law
20 firm.

21 MR. JOHN MATHER: Did you have a
22 specific concern in this instance that, if that
23 information was something BLT could disclose or would
24 disclose, it would lead to a perception that your
25 involvement had influenced the Council's decision, or

1 more specifically, your sister's?

2

3 (BRIEF PAUSE)

4

5 MR. PAUL BONWICK: I'm not sure if
6 that's a rhetorical question or not. The reality is
7 there are those within the community that, if I'm
8 engaged in any manner -- certainly, during this period
9 of time, if I was engaged in any manner, there was a
10 perceived conflict of interest.

11 So, whether you're being paid --
12 whether you're working pro bono or whether you're
13 being paid six (6) figures, that's the element of --
14 of preconceived notions within a small municipality.

15 MR. JOHN MATHER: If we can go to
16 paragraph 476 of the Foundation Document.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, this paragraph
21 contemplates a meeting that it appears Ms. Stec
22 scheduled on the day of the Council meeting to take
23 place at the Green Leaf office at 4:00 p.m.

24 The people involved were Tom Lloyd,
25 from Sprung, Dave MacNeil, from Sprung, Dave Barrow

1 and Mark Watts.

2 Do you recall if you attended a meeting
3 around 4:00 p.m. with these individuals on the day of
4 the Council meeting?

5

6 (BRIEF PAUSE)

7

8 MR. PAUL BONWICK: I couldn't say with
9 all certainty that I was there, but I'm -- if I was in
10 Town, I would have definitely been there.

11 MR. JOHN MATHER: Do you have any
12 recollection about the meeting?

13 MR. PAUL BONWICK: No. I'm just
14 looking at the time frame. When you're scheduling a
15 meeting at 4:00 p.m. in our offices which, at that
16 point in time, were located down at the other end of
17 the main street, you've effectively got about thirty
18 (30) minutes or forty (40) minutes to have a high
19 level discussion on whatever's going to take place.

20 Council typically started during that
21 time at 5:00 in the evening or in the late -- or in
22 the afternoon. So I don't know if that answered your
23 question or not.

24 MR. JOHN MATHER: I think the answer
25 was you don't have a recollection. Is that correct?

1 MR. PAUL BONWICK: No.

2 MR. JOHN MATHER: So if we can go to
3 paragraph 530 of the Foundation Document?

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: This is an email
8 from Mr. -- from yourself to Mr. Houghton, and it's --
9 comes at 10:30 p.m. on the day of the Council meeting,
10 and the subject is "Gardhouse." And you say:

11 "Please send me a message about
12 trying to sabotage the process and
13 how angry you are when you have
14 time."

15 Do you have a recollection about what
16 you were referring to in this email?

17 MR. PAUL BONWICK: Not at all.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: Can we go to
22 paragraph 535 of the Foundation Document?

23 So this -- I'm going to walk you
24 through a sequence of events here. So at 3:05 p.m. on
25 August 29th, Dave Barrow sends Ms. Stec an email with

1 the subject line "city meeting paperwork" and writes:

2 "I need the PowerPoint paperwork
3 that was given at the meeting by Ed
4 so we can format it to make sure we
5 have all listed items which he
6 included at the meeting. We also
7 need the address of the properties
8 for both pool and arena."

9 And the next paragraph, Mr. Barrow
10 follows up with Abby at 3:57 p.m. and says:

11 "Can you get this information. I
12 need it before we send the final
13 numbers."

14 At 3:49 p.m., then Ms. Stec emails
15 Mr. Barrow and Mr. Watts and provides them with
16 information about how to access the slide presentation
17 through the meeting agenda on the website and provides
18 the addresses that were requested.

19 And then at 5:37 p.m. --

20 MR. PAUL BONWICK: I apologize for
21 interrupting. Are we talking about the -- the same
22 day because it looks like Dave Barrow's followed up
23 with Abby Stec -- okay; my apologies -- at 3:50. So I
24 thought the first email was 3:57, and then it showed
25 one at 3:49. That was confusing me. It's -- it's

1 going this way, not this way.

2 MR. JOHN MATHER: And fair enough. In
3 any event, it appears that Dave Barrow was looking for
4 information about -- that he needs to put together
5 final numbers. Abby Stec, at some point, provides
6 that information.

7 If we go to paragraph 537 -- at
8 8:03 p.m., Dave Barrow sent Ms. Stec four (4) budgets
9 for the Collingwood projects -- two (2) for the pool
10 and two (2) for the arena. For each structure, one
11 budget had a line, and it explains what's in there.

12 And if we scroll down, Mr. Barrow
13 writes: "Please see the following pricing." And he
14 also explains how the pricing is laid out.

15 And then in the next paragraph, we can
16 see what the total prices were in the budgets that
17 were provided.

18 If we can go ahead to paragraph 539.

19 So Mr. Barrow sends budgets to Ms. Stec
20 at 8:03 p.m., and then at 8:34 p.m., you write
21 Mr. Houghton saying:

22 "Gross is \$675,000 approx. It may
23 be a bit more."

24 Do you recall if you advised anyone
25 prior to Mr. Houghton about what the gross would be on

1 the BLT contract?

2 MR. PAUL BONWICK: No.

3 MR. JOHN MATHER: Why was Mr. Houghton
4 the first person you advised?

5 MR. PAUL BONWICK: Mr. Houghton had
6 raised issue with regards to -- and I don't say in a
7 critical way -- Mr. Houghton had been querying me
8 about what role we were playing. I thought I had
9 identified it quite clearly in my disclosure at the
10 very start.

11 The conversation, from what I recall,
12 was -- I recall or I thought it was centred around,
13 there was rumours out there in terms of what you're
14 being paid or -- or you're being involved.

15 That's -- I thought that's the way the
16 conversation went. I -- I think I offered to tell him
17 at the time -- according to his evidence, he said he
18 didn't want to know or he -- it wasn't his business.

19 So I'm going to suggest as a follow up,
20 when I was notified by Abby once she did her
21 calculation that I forwarded that on to Ed as a follow
22 up to the conversation that I had had with him one
23 (1), two (2), three (3) days earlier, whatever the
24 case might be.

25 MR. JOHN MATHER: Appreciating what

1 Mr. Houghton said in his evidence, do you have a
2 separate specific recollection of offering to tell
3 Mr. Houghton how much Green Leaf was earning?

4 MR. PAUL BONWICK: No.

5 MR. JOHN MATHER: If confidentiality
6 of the fee that Green Leaf was receiving was important
7 to you, why did you report what that fee was to the
8 CAO of the Town?

9 MR. PAUL BONWICK: Again, it followed
10 up on a conversation that had taken place earlier. I
11 trusted Mr. Houghton. I considered him a friend.

12 There wasn't this -- none of this
13 environment existed back then. This was a very civil
14 casual kind of environment when not everybody was
15 looking over the shoulder, wondering who's out to get
16 who or anything in that regard.

17 I obviously felt that based on the
18 issues that he had raised in a earlier conversation
19 that I certainly wasn't trying to hide anything from
20 him in terms of what Green Leaf was going to make on
21 the transaction.

22 MR. JOHN MATHER: Did you direct
23 Mr. Houghton to keep this information confidential?

24 MR. PAUL BONWICK: No. I don't see
25 that anywhere in the -- in the email.

1 MR. JOHN MATHER: It's not in the
2 email. My question is broader than that. Did you, at
3 any point, direct Mr. Houghton to keep the information
4 about what Green Leaf --

5 MR. PAUL BONWICK: Not that I recall.

6 MR. JOHN MATHER: -- believed
7 confidential?

8 MR. PAUL BONWICK: Not that I recall.
9 I think -- no. Not that I recall.

10 MR. JOHN MATHER: Did you disclose the
11 fee that Green Leaf received to anyone else either on
12 Council or staff?

13 MR. PAUL BONWICK: No.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: We discussed this
18 earlier this morning but your evidence in part 1 was
19 that from time to time, you would send Mr. Houghton
20 information about the business -- the Green Leaf
21 business or business that you were undertaking to
22 entice him to consider joining you in business.

23 Is this an example of you sending
24 Mr. Houghton a piece of information to entice him to
25 join you in business?

1 MR. PAUL BONWICK: No.

2 MR. JOHN MATHER: Why is this distinct
3 from other situations?

4 MR. PAUL BONWICK: I've already
5 answered that. I gave you an explanation in terms of
6 the call that had taken place the day or two (2)
7 before. The issues he raised -- and for some reason
8 in my mind, I wasn't interested in hiding the fee, or
9 I just sent him a follow up to the conversation.
10 Nothing more than that.

11 MR. JOHN MATHER: Did you ever provide
12 Mr. Houghton with any sort of benefit relating to the
13 funds -- sorry -- relating generally to the Sprung
14 structures?

15 MR. PAUL BONWICK: No.

16 MR. JOHN MATHER: Can we to go
17 paragraph -- it's right there -- 540 of the Foundation
18 Document.

19 So we see that on August 29th at
20 8:34 p.m., you email Mr. Houghton regarding the gross
21 of the Green Leaf fee.

22 The next morning at 8:56 am, you send
23 an email to Mr. Barrow and Mr. Watts, and you ask --
24 ask them to edit, cut, and paste the following --
25 so -- and send to Ed ASAP.

1 So if we can scroll down. And then you
2 say:

3 "I would also ask that a billing
4 schedule be included with an invoice
5 for the first installment. They
6 will try to have a cheque ready if
7 they get it in the next little
8 while."

9 And if you scroll down -- actually
10 scroll up.

11 Stopping there, what did you mean by:

12 "They will try to have a cheque
13 ready if they get it in the next
14 little while"?

15 MR. PAUL BONWICK: If I can read the
16 letter.

17 MR. JOHN MATHER: Certainly.

18

19 (BRIEF PAUSE)

20

21 MR. PAUL BONWICK: Scroll down,
22 please. Thank you.

23

24 (BRIEF PAUSE)

25

1 MR. PAUL BONWICK: Okay.

2 MR. JOHN MATHER: So if we can scroll
3 back up.

4 My question was: What did you mean by,
5 "They will try to have a cheque ready if they get it
6 in the next little while"?

7

8 (BRIEF PAUSE)

9

10 MR. PAUL BONWICK: I don't know.

11 MR. JOHN MATHER: Prior to sending
12 this email, had you spoken with anyone at the Town
13 about what the Town needed in order to process the
14 initial deposit cheque for BLT?

15 MR. PAUL BONWICK: I don't know if
16 that came up in part of the conversation. As I said
17 earlier, either myself -- quite likely myself or
18 Ms. Stec but likely myself had a discussion. It was
19 my understanding that BLT was going to be asking for a
20 substantive deposit. I think I gave the range of that
21 deposit.

22 In my experience -- and I would likely
23 have shared that -- a contract typically is only as
24 good as the deposit. So I may have communicated that
25 to Mr. Houghton or through Ms. Stec to Mr. Houghton

1 that if this paperwork can be cleaned up at the time
2 that it's being issued, but beyond that, I don't
3 recall a lot of detail surrounding it.

4 MR. JOHN MATHER: If we could scroll
5 down to the bottom of the draft -- I'm going to call
6 it a letter or an email that you prepared.

7 You write:

8 "In keeping with Council's direction
9 Monday, we have prepared our
10 construction agreement along with
11 the payment schedule for your
12 authorization. Please let us know
13 if it is convenient to meet at
14 12:00 p.m. today to complete this
15 part of the process. Subject to
16 authorizing these documents, our
17 team will begin work on Tuesday."

18 Is what you are -- or is what you're
19 asking BLT to suggest that -- that the Town meet with
20 BLT that day and sign the contract by noon? Was that
21 the suggestion you were -- you were looking to make?

22 MR. PAUL BONWICK: I'm sorry. I don't
23 see the date of the letter.

24 MR. JOHN MATHER: So if we can scroll
25 up to the top.

1 You email Mr. Barrow and Mr. Watts at
2 8:56 a.m., and you say:

3 "Please edit, cut, and paste the
4 following. Send to Ed ASAP."

5 And then --

6 MR. PAUL BONWICK: Thank you.

7 MR. JOHN MATHER: -- down in the --
8 what you've drafted, you write:

9 "Please let us know if it's
10 convenient to meet at 12:00 p.m.
11 today to complete this part of the
12 process. Subject to authorizing
13 these documents, our team will be
14 to work on Tuesday."

15 MR. PAUL BONWICK: Okay. I --

16 MR. JOHN MATHER: It appears what --
17 and correct me if I'm wrong -- sorry. Go ahead. What
18 were you going to say?

19 MR. PAUL BONWICK: My apologies. I
20 didn't give you a chance to answer your -- ask your
21 question. I was just going to comment on it.

22 MR. JOHN MATHER: Okay. Well, it
23 appears that what is being suggested here is that BLT
24 send this email as soon as possible this morning with
25 a copy of the contract, and in it, propose that they

1 meet with the Town at 12:00 p.m. to finalize the
2 documents. Was that what you were proposing?

3 MR. PAUL BONWICK: That's certainly
4 what is being proposed in the letter in terms of what
5 I suggested that they send through to the Town.

6 "Please let us know if it's
7 convenient to meet at 12:00 p.m."

8 I think common sense would have to
9 dictate or certainly influence me in terms of I must
10 have known that the BLT team was going to be coming up
11 that morning. Somebody must have told me that they're
12 coming up that morning for the purpose of trying to
13 finalize the -- the agreements.

14 What was the date again? I just missed
15 that, and I wanted to write it down.

16 MR. JOHN MATHER: It's -- I believe
17 it's August 30th, but I don't want to --

18 MR. PAUL BONWICK: Yeah. Thanks.

19 MR. JOHN MATHER: August 30.

20 MR. PAUL BONWICK: Yeah. I just got
21 it down.

22 MR. JOHN MATHER: So you write to them
23 that please send this message, and you would also like
24 billing schedule and an invoice to be included.

25 So if we can go to paragraph 541.

1 So at 10:13 a.m., it's -- reflects that
2 Dave Barrow sends Mr. Houghton an email with the
3 subject line "Sprung BLT arena and pool project." So
4 Mr. Barrow's email contained the message that we have
5 just looked at and attached two (2) documents, one is
6 a payment schedule and one is deposit Collingwood
7 arena and pool.

8 And if we could open up the first
9 attachment which is the CJI7138_1.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So this is the first
14 attachment to Mr. Barrow's email. And if we can
15 scroll down, it's the payment schedule that ultimately
16 becomes part of the contract.

17 Did you have any discussions with Mr.
18 Barrow or anyone at BLT about the payment schedule
19 after Council voted on August 27th, 2012?

20 MR. PAUL BONWICK: No. I'm -- I'm
21 confused by the question. If the payment schedule has
22 been put forward to staff -- if staff has included
23 that, and Council voted on it, then I'm not sure why
24 there would be any discussion about how the payment
25 terms are laid out. I'm trying to understand why I

1 would have any discussion if something is already
2 approved.

3 MR. JOHN MATHER: So we don't see in
4 the documents the specific payment schedule being
5 presented to Council. Are you aware of the payment
6 schedule specifically being presented to Council on
7 August 27th, 2012?

8 MR. PAUL BONWICK: I assumed there was
9 a payment schedule included, but no, I --

10 MR. JOHN MATHER: That's something you
11 would have expected would have been included with
12 Council's materials?

13 MR. PAUL BONWICK: I just assumed
14 that, again, I think I'm likely taking stuff --
15 testimony that I've heard in terms of Ms. Leonard, Mr.
16 Lloyd -- Deputy Mayor Lloyd, and Ed -- and Mr.
17 Houghton. This seemed to be a topic of issue leading
18 up to the report. And so I just assumed that it was
19 part of the proposal or whatever was prepared for
20 Council.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: So --

25 MR. JOHN MATHER: So --

1 MR. PAUL BONWICK: -- to your point,
2 then, no, there -- I don't recall having any
3 conversation with him, because I -- I was working on
4 the pretense that it was -- this had already been
5 agreed to.

6 MR. JOHN MATHER: Then we note that
7 the payment schedule provides for a -- a 25 percent
8 deposit on the day the contract is signed.

9 If we could then pull up the next
10 attachment, which is the same number, CJI7138, but
11 point 1 instead of underscore 1.

12

13 (BRIEF PAUSE)

14

15 THE COURT OPERATOR: Could you repeat
16 that?

17 MR. JOHN MATHER: CJI7138.1.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: If we can go back to
22 paragraph 541 of the Foundation Document. Thank you.
23 It's -- I believe CJI7138_2.

24

25 (BRIEF PAUSE)

1 MR. JOHN MATHER: So this is the
2 second attachment to Mr. Barrow's email, and it
3 includes an invoice for a 25 percent deposit for the
4 arena and pool projects.

5 So when you emailed -- and we can go
6 back, if it assists, but when you emailed Mr. Barrow
7 and Mr. Watts in the morning and said, Can you please
8 send this message, and a payment schedule, and an
9 invoice, is this what you were -- are these two (2)
10 attachments what you were referring to?

11

12 (BRIEF PAUSE)

13

14 MR. PAUL BONWICK: Yes. I -- I
15 haven't seen the invoices before, but I assume I'm
16 speaking to attaching invoices. I think that's what I
17 said, attach invoices, or invoice, not invoices, with
18 your letter asking to meet at noon.

19 MR. JOHN MATHER: Why at this point in
20 time are you at least -- why are you seeking to
21 facilitate a process whereby the Town signs the
22 contract and prepares a cheque that day with respect
23 to the contract?

24 MR. PAUL BONWICK: Two (2) reasons,
25 one (1), until -- in my experience, irrespective of

1 government, and I think we've heard examples of where
2 things have gone off the rails -- it's a -- it's a
3 much firmer deal once you have a deposit, thereby
4 making a commitment to move in a certain direction.
5 And I suspect, to some degree, I want them to take
6 care of Green Leaf as -- as expeditiously as possible.

7 MR. JOHN MATHER: The idea being that
8 in order for Green Leaf to receive its compensation,
9 the Town needs to sign the contract with BLT and
10 provide BLT the first deposit?

11 Is that what you're expressing?

12 MR. PAUL BONWICK: Yes.

13 MR. JOHN MATHER: And so it's in your
14 interest that this contract and the deposit be signed
15 as -- as soon as it's feasible?

16 MR. PAUL BONWICK: Anything that's in
17 my client's int -- interest or the people that we're
18 working with is typically in my interest -- or in my
19 company's interest, and so the answer would be yes.

20 MR. JOHN MATHER: And it's
21 additionally in your interest because it also triggers
22 the obligation for you to rec -- for Green Leaf to
23 receive its payment?

24 MR. PAUL BONWICK: Yes.

25 MR. JOHN MATHER: If we can go to

1 paragraph 544 of the Foundation Document.

2

3

(BRIEF PAUSE)

4

5 MR. JOHN MATHER: So we see that Mr.
6 Barrow sends to the Town the payment schedule and the
7 invoice at 10:13 a.m. This paragraph reflects that
8 Mr. Barrow sends a copy of the proposed CCDC contract.

9 The Foundation Document indicates that
10 this email was sent at 12:20 a.m. We can open up the
11 document, if it assists, but that's a typo. It
12 appears that the Mr. Barrow actually sent the contract
13 at 10:28 a.m., so --

14 MR. PAUL BONWICK: Of course, that's--

15 MR. JOHN MATHER: Yeah, so about
16 fifteen (15) minutes after sending the payment
17 schedule and the invoice.

18 If we can scroll down, then, to 548,
19 paragraph 548. So this reflects, again, that around
20 10:30, Mr. Houghton then sends John Mascarin of Aird &
21 Berliss a copy of the BLT contract and asking for his
22 review.

23 And if we can go to paragraph 549. At
24 10:33 a.m., Mr. Houghton then sends an email to Ms.
25 Leonard and Deputy Mayor Lloyd with the subject line

1 Sprung BLT draw writing:

2 "I just got the agreement, and the
3 twenty-five (25) upfront draw
4 amounts to \$3 million. The cheque
5 will be made out to BLT. I've sent
6 it off to John Mascarin."

7 Then if we can go to paragraph 550, at
8 11:56 a.m., Mayor Cooper emails Marjory Leonard,
9 writing:

10 "Deputy mayor is stopping by my
11 office to review the Sprung
12 agreement. Can you provide it to
13 me?"

14 And then we see in paragraph 551, that
15 Mr. Mascarin of Aird & Berlis provides his response at
16 1:08 p.m., in which he provides comments on the
17 contract.

18 And then if we go to paragraph 552, we
19 see that the contract is signed on August 30th, 2012.
20 And in paragraph 553, we see that the Town makes its
21 first payment to pay BLT also on August 30th, 2012.

22 At the time, were you surprised that
23 the able -- that -- were you surprised that the Town
24 was able to turn around a contract of this size at
25 this pace?

1 MR. PAUL BONWICK: First of all, I
2 wasn't aware of these number of steps that had taken
3 place as you've just outlined. The -- all I can
4 comment on -- on is I was not aware that there was
5 this many steps in the process in terms of turning it
6 around as it relates to processing, signing the
7 contract.

8 I can't comment on Mr. Mascarin or when
9 he received that. In terms of processing, the
10 deposit, I think that's -- a municipality, and
11 especially smaller municipalities, have the
12 opportunity without a great deal of effort and
13 producing a cheque in any given day.

14 But I think if we reflect on the fact
15 that we've -- the hearing -- Inquiry, sorry, has heard
16 time and time again, that this seemed to be a
17 significant priority for all of Council. And I'm not
18 overly surprised, based on the rate of activities
19 leading up to it that this thing would be managed in
20 such a way the day that the contract's supposed to be
21 signed. This is the way it works in the private
22 sector all the time.

23 MR. JOHN MATHER: The Inquiry has
24 heard evidence at -- about -- this -- heard evidence
25 about the concerns that have been raised subsequently

1 relating to the contract, including concerns regarding
2 the payment schedule that was provided for in the
3 contract, concerns relating to the level of detail
4 that was included in the contract.

5 Do you have any concerns that in
6 pursuing Green Leaf's financial interests by having
7 the contract signed as soon as possible, you impeded
8 the Town's ability to review the contract or
9 potentially negotiate a -- a different deal?

10 MR. PAUL BONWICK: No.

11 MR. JOHN MATHER: Go to paragraph 544
12 of the Foundation Document.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: So -- sorry, I must
17 have the -- 554. My apologies.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So this email
22 discusses an email that Ms. Stec sent to you -- sorry,
23 this paragraph discusses an email that Ms. Stec sent
24 you at 8:30 a.m., on August 30th, 2012, writing:

25 "If you're okay with this format, I

1 will send it to BLT. I reviewed
2 everything and checked the numbers
3 several times."

4 Mr. Bonwick forwarded Ms. Stec's email
5 to Dave Barrow about forty-five (45) minutes later.
6 It's not clear from the evidence what was attached to
7 this email, but it appear -- but in any event, what we
8 see is two (2) invoices have been produced to the
9 Inquiry.

10 One (1) of the invoices, if we scroll
11 down to paragraph 555, one (1) of the invoices set out
12 amounts to be paid just for fees and services, and
13 another invoice set out amounts to be paid in the same
14 amount for LEED Consulting project management.

15 Do you know why two (2) invoices were
16 prepared by Green Leaf?

17 MR. PAUL BONWICK: Yes.

18 MR. JOHN MATHER: Why was that?

19 MR. PAUL BONWICK: One (1) was
20 prepared in error.

21 MR. JOHN MATHER: Can you explain to
22 me that -- how that came about?

23 MR. PAUL BONWICK: From what I recall,
24 to be perfectly clear, there was one (1) invoice, and
25 one (1) invoice only, that dealt with the matter at

1 hand.

2 From what I recall in the initial
3 invoice, it spoke to LEEDS (sic), but if you could
4 bring up the invoice, I'd appreciate it, and then I
5 can...

6 MR. JOHN MATHER: The first invoice is
7 CJI7241.1.

8

9 (BRIEF PAUSE)

10

11 MR. PAUL BONWICK: Sorry, go down.

12 No, the -- go up. Okay. Can I see the second
13 invoice, please?

14 MR. JOHN MATHER: This one is the same
15 document number, but underscore 1.

16

17 (BRIEF PAUSE)

18

19 MR. PAUL BONWICK: Can you scroll
20 down, sorry.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: Great. So it was -
25 - it is my understanding that the first invoice that

1 we seen is the invoice that was paid.

2 I believe this was the first invoice
3 that was created internally, and it had fees for serv
4 -- services, LEED's consulting, and project
5 management.

6 And upon reflection, I think I was sort
7 of concerned about suggesting that LEED's consulting
8 represented a significant portion of the invoice,
9 rather make it more generic, which is historically how
10 I handle my billings, as I tend to leave them fairly
11 broad in terms of consulting services provided. So
12 it's a broad umbrella that deals with the overall fee.

13 Again, one (1) invoice was sent; one
14 (1) invoice was paid.

15 MR. JOHN MATHER: I appreciate that.
16 Do you know it -- how -- how it came to be that the
17 first -- we'll call it draft of the invoice, or first
18 version of the invoice identified the fees to be for
19 LEED consulting?

20 MR. PAUL BONWICK: No. At my
21 instructions, Ms. Stec would have prepared the
22 invoice. So no, I'm not sure how LEED's consulting
23 and project management got in there in terms of
24 description of services and I don't recall the
25 conversation in detail, but I suspect I would have

1 looked at it and said broaden the definition in terms
2 of scope of services that are being provided.

3 MR. JOHN MATHER: Go to paragraph 556
4 of the Foundation Document.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So this is ref --
9 continues to be in reference to the invoices that Ms.
10 Stec -- oh, sorry, I should correct myself -- the
11 invoice that Ms. Stec provided. And in response to
12 the invoice, Mr. Barrow wrote to you on August 30th:

13 "No problem. Plea allow -- please
14 allow a few bankings (sic) days for
15 ours to clear."

16 And then you re -- you responded:

17 "Please call me regarding that
18 request."

19 Do you recall having a phone
20 conversation with Mr. Barrow about the timing of the
21 payment to Green Leaf?

22 MR. PAUL BONWICK: No.

23 MR. JOHN MATHER: Okay.

24

25 (BRIEF PAUSE)

1 MR. JOHN MATHER: I take it as -- as
2 before, your interest at this point in time now that
3 the contra -- the Town has signed the contract and BLT
4 has received a cheque is to get Green Leaf's fee paid
5 as -- as soon as it can.

6 MR. PAUL BONWICK: Yes.

7 MR. JOHN MATHER: So if we can go to
8 paragraph 561.

9 So this reflects the fact that on
10 August 30th, 2012, BLT recorded two (2) payments to
11 Green Leaf for six hundred and sixty-nine thousand
12 dollars (\$669,000) -- oh, sorry, six hundred and
13 sixty-nine six hundred and eighty-one and seventy-nine
14 cents (\$669,681.79).

15 I asked you at the outset questions
16 about what Green Leaf did to earn this money or -- or
17 -- well, that's what I asked you. I've one (1)
18 additional question related to that. Mr. Houghton's
19 evidence yesterday was that this project still would
20 have gone ahead and the building still would have been
21 constructed if you and Green Leaf had not been
22 involved with BLT. Do you agree with that?

23 MR. PAUL BONWICK: No.

24 MR. JOHN MATHER: Why not?

25 MR. PAUL BONWICK: Well, I'd like to

1 justify my own existence and that of my company.

2 MR. JOHN MATHER: Fair enough. One
3 (1) of the things you've spoken about today is your --
4 your concern or the -- the issue you identified in
5 that Green Leaf's fee was to come out of a portion of
6 BLT's profits.

7 What is your response to someone like
8 Marjory Leonard who said in evidence that her concern
9 about Green Leaf getting paid was that it represented
10 a missed opportunity on behalf of the Town to
11 negotiate a better price?

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: I would provide the
16 following context, that I think this Inquiry fully
17 recognizes by virtue of testimony provided by several
18 witnesses. First of all, Ms. Leonard is still an
19 employee of the Town of Collingwood and reports to the
20 CAO and, at the end of the day, Town Council.

21 Secondly, she acknowledged in her
22 testimony that during the period 2010 to 2012, or
23 possibly 2014 -- that she was not aware of any
24 negotiations that had taken place once a fixed price
25 had been sent in and agreed to.

1 Lastly, if you -- and I wouldn't say
2 lastly. I think you should also take into
3 consideration that she never, for example, said, I'm
4 not sure which engineering firm you used, but if you
5 had of used this one, it could have been less money,
6 and then subsequently, we could have negotiated a
7 lower price.

8 To start selecting items in a turnkey
9 operation, whether they be consulting or hard costs,
10 and say, you -- if this wasn't involved or this had of
11 been done better or bought for less, we could have
12 negotiated a different price. I go back to the point,
13 it's all in the rearview mirror when these -- when
14 these points are being made, arguably, three (3) to
15 seven (7) years later.

16 The most important point, I think, to
17 recognize is in her comments, she clearly indicated
18 that it was her understanding during that time that
19 contracts were not negotiated in terms of once a fixed
20 price came in. So I, quite frankly, take exception to
21 her comments and suggest that they're -- they're based
22 on her current environment and not the one that was
23 going on then.

24 MR. JOHN MATHER: I now have some
25 questions for you about what use Green Leaf made of

1 the funds it received from BLT. So if we could open
2 Summary Document 2-7, the amended version.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Your Honour, I'm --
7 I'm sensing that we may need a moment to make sure we
8 have the correct version up. I'm wondering if we
9 should just take a brief break, and then I will not be
10 long.

11 THE HONOURABLE FRANK MARROCCO: Well,
12 I'll just wait outside.

13

14 --- Upon recessing at 3:06 p.m.

15 --- Upon resuming at 3:08 p.m.

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: So if we could pull
19 up amended Summary Document 2-7. Go to paragraph 3.

20 So Mr. Bonwick, this table that we're
21 about to look at reflects transactions from the Green
22 Leaf bank account for the period of August 31st to
23 December 31st, 2012. And if you can see -- you can
24 see at August 30th, there was five thousand dollars
25 (\$5,000) -- five thousand six hundred and seventy-two

1 dollars (\$5,672) in the bank account, and then you can
2 see that the BLT Construction Services payment comes
3 in following shortly thereafter.

4 If we could just put the table or as
5 much of the table on the screen.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: Mr. Bonwick, do you
10 have any reason to believe the amounts reflected in
11 this table are inaccurate?

12 MR. PAUL BONWICK: No.

13 MR. JOHN MATHER: I have some
14 questions about that -- about some of the amounts we
15 see here. So the first amount, it shows an aggregate
16 amount that was paid from Green Leaf to Compenso
17 during this time period. And if we go to paragraph 5.

18 Paragraph 5 sets out the breakdown of
19 the two hundred and eighty-one thousand four hundred
20 and eighty-six (281,486) figure we saw in -- in the
21 previous table.

22 The first two (2) items we see -- one
23 (1) is noted in the cheque memo as a loan repayment
24 for ten thousand dollars (\$10,000). The other one (1)
25 is -- was recorded in the Compenso transactions record

1 also as a loan repayment. Do you know what these
2 funds -- what -- what loan these -- these were for?

3 MR. PAUL BONWICK: Do I know what the
4 loans were for?

5 MR. JOHN MATHER: Do you know what
6 this -- these sums of money were for?

7 MR. PAUL BONWICK: The loans?

8 MR. JOHN MATHER: Yes.

9 MR. PAUL BONWICK: The loans would
10 have been from -- sorry, are -- I'm trying to
11 understand this. Is it Compenso -- Compenso's being
12 repaid money that it advanced to Green Leaf in terms
13 of covering its operational costs.

14 MR. JOHN MATHER: Is -- is that what
15 the three -- thirty thousand (30,000) and ten thousand
16 dollars (\$10,000) are for?

17 MR. PAUL BONWICK: Yes.

18 MR. JOHN MATHER: Other than these
19 forty thousand dollars (\$40,000), did Compenso loan
20 Green Leaf any other amounts prior to August 31st,
21 2012?

22 MR. PAUL BONWICK: If it's in here, I
23 -- I thought so. I was under the impression that
24 Compenso had covered significant costs for Green Leaf
25 as it related to its ongoing operations, wages, rent,

1 phone, insurance, lease payments. The list goes on
2 and on, but I -- I don't have a detailed accounting of
3 that.

4 MR. JOHN MATHER: Beneath the two (2),
5 the thirty thousand (30,000) and the ten thousand
6 dollars (\$10,000), on September 5th, 2012, Green Leaf
7 paid Compenso twenty-five thousand four hundred and
8 twenty-five dollars (\$25,425).

9 Do you know what that amount is for?

10 MR. PAUL BONWICK: Can we bring up the
11 document -- would the document reference number help?
12 So CJI9 -- 9110?

13 MR. JOHN MATHER: We can bring it up.

14 MR. PAUL BONWICK: Thanks.

15 MR. JOHN MATHER: And just to explain
16 before we do, the cheque memo'd -- it'll be a cheque
17 image, and the memo will be the number eight one six
18 (816), but we can bring it up so you can see it. But
19 just so you --

20 MR. PAUL BONWICK: Oh, so it's not --
21 it's -- it's not a paper trail. It's just a copy of
22 the cheque?

23 MR. JOHN MATHER: Well, we can pull
24 that up. Will you have any information about these
25 payments other than what the documents reflect?

1 MR. PAUL BONWICK: No. You're talking
2 about transactions that took place seven and a half (7
3 1/2) years ago, and multiple transactions. I'd need
4 to -- I think anybody would need to see what the
5 document references are in order to --

6 THE HONOURABLE FRANK MARROCCO: I --
7 I'm -- I'm not -- I'm not sure, then, that asking Mr.
8 Bonwick about it would be any better than just looking
9 at the ledger and seeing the payments.

10 MR. JOHN MATHER: I'm happy to proceed
11 on that basis.

12 THE HONOURABLE FRANK MARROCCO: Thank
13 you.

14

15 CONTINUED BY MR. JOHN MATHER:

16 MR. JOHN MATHER: And Mr. Bonwick, I
17 don't intend to ask you about every single entry. The
18 next one I do want to ask you about is we see that on
19 September 11th, 2012, Green Leaf pays Compenso eighty-
20 two thousand dollars (\$82,000), give or take, and then
21 on October 2nd, 2012, Green Leaf pays Compenso a
22 hundred and thirteen thousand dollars (\$113,000).

23 Based on the information before you, do
24 you have any knowledge about what those payments were
25 for?

1 MR. PAUL BONWICK: Not unless I look
2 at the reference numbers. I think there was a
3 dividend pulled. I think there was loan repayments.
4 There was consulting fees from Compenso to Green Leaf.
5 There was a multitude of transactions, and that's why
6 I would have to look at the -- the number in order to
7 understand what the amount's for.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: Do you expect that
12 that sort of information would be reflected in Green
13 Leaf or Compenso's general ledger?

14 MR. PAUL BONWICK: I didn't prepare
15 the general ledger. My bookkeeper, or I guess at the
16 end of the day, the accountant would prepare the
17 general ledger, so I'd have to look at it. You're
18 asking about specific amounts. Let me pull the one
19 you just mentioned, eighty-two thousand three hundred
20 and eighty-two dollars (\$82,382), cheque memo eight
21 seventeen (817), dated September the 11th, 2012.

22 I do not have the ability to reflect on
23 that transaction seven (7) years and six (6) weeks ago
24 and go, this is what that transaction was for. I
25 would need to pull up whatever information the

1 bookkeeper or the accountant has provided and then
2 reconcile it accordingly.

3 MR. JOHN MATHER: So is it fair to say
4 that without additional information than what you've
5 seen, you can't speak to what the eighty-two thousand
6 (82,000) or a hundred and thirteen thousand dollar
7 (\$113,000) payments were for?

8 MR. PAUL BONWICK: Correct. Generally
9 speaking, there was loan repayments, there was some
10 expensive repayments, there was some consulting fees,
11 but in terms of drawing a correlation between the
12 document reference number or -- sorry, the cheque
13 number and the loan amount, I would need to reconcile
14 that against some paperwork.

15 MR. JOHN MATHER: Moving on, we see
16 that there -- in October and November, there is
17 payments of six thousand a hundred and two dollars
18 (\$6,102) each month. In December the payment is seven
19 seven nine seven (7,797).

20 I can take you there, but we see that
21 the payments of six thousand one hundred and two
22 dollars (\$6,102) continue on a monthly basis into
23 2013, from Green Leaf to Compenso.

24 Do you know, based on what I've told
25 you, what that -- those amounts are for?

1 MR. PAUL BONWICK: I believe it's an
2 ongoing consulting fee that Compenso was charging
3 Green Leaf in support of other initiatives that it had
4 under way, but again I would want to verify that
5 through an invoice, but when you start seeing
6 consistent amounts -- sixty-one hundred and two
7 dollars (\$6,102), sixty-one hundred and two dollars
8 (\$6,102), seventy-seven ninety-seven (7,797), that
9 could have included expenses that I may have had on
10 top of the consulting arrangement between Compenso and
11 Green Leaf.

12 MR. JOHN MATHER: But during this
13 period of time, Gre -- Compenso is providing
14 consulting services to Green Leaf. Is that --

15 MR. PAUL BONWICK: Correct.

16 MR. JOHN MATHER: And was it your
17 recollection that Compenso received a monthly payment
18 in exchange for those services?

19 MR. PAUL BONWICK: Again, I'd have to
20 -- Mr. Mather, I'd have to go back through. There is
21 also -- Green Leaf paid rent, the lease itself was in
22 Compenso's name, for the suite of offices that we had
23 down the street. So they would have been paying rent,
24 they would have been paying a portion of the common
25 area expenses, they would have been paying a portion

1 of the utility bills, a portion of the equipment
2 rentals. You understand where I'm going with the
3 list.

4 There would have been a lot of costs
5 incorporated in one (1) number there that would have
6 potentially averaged out monthly, so again, I don't
7 know whether that's a consulting fee --

8 If you -- maybe if you bring up
9 CJI0009116.

10 MR. JOHN MATHER: All right. If we
11 can pull up that document.

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: Okay. That doesn't
16 -- oh, can you scroll down? Okay. No. I see what
17 you're -- yeah, sorry about that. I understand what
18 you're saying now.

19 MR. JOHN MATHER: And as I understand
20 it, Mr. Bonwick, you've produced everything you had in
21 your possession to the Inquiry with respect to Green
22 Leaf and Compenso accounts and transactions. Is that
23 correct?

24 MR. PAUL BONWICK: Correct.

25 MR. JOHN MATHER: And I take it from

1 what you're saying, is you're not in a position to
2 provide us any more information than what is reflected
3 in the documents you -- you've produced?

4 MR. PAUL BONWICK: Correct. Again,
5 unless you show me invoices. Then I can try to give
6 you explanations.

7 MR. JOHN MATHER: A few more
8 questions. If we could go back to paragraph 3 of
9 amended -- of Summary Document 2-7.

10 Ms. Stec's evidence is that the two
11 thousand five-o-five (2,505) (sic) figure that is to
12 S-Tec Consulting was a payment for her salary as well
13 as expenses.

14 Is that your understanding?

15 MR. PAUL BONWICK: Did you say two
16 thousand (2,000) or twenty-seven thousand (27,000)?

17 MR. JOHN MATHER: I should have said
18 twenty-seven five-o-five (27,505).

19 MR. PAUL BONWICK: So -- can I ask you
20 a couple of questions about this?

21 MR. JOHN MATHER: My question is
22 simply --

23 MR. PAUL BONWICK: I -- I -- I don't
24 know.

25 MR. JOHN MATHER: -- Ms. Stec's

1 evidence was that that was for her salary and
2 expenses. Do you have any reason to believe that's
3 not true?

4 MR. PAUL BONWICK: No. I'm wondering
5 if the withdrawals are a cumulative total, so they
6 would be -- because that's a general ledger, so it's a
7 cumulative total. It's not one (1) transaction. That
8 was my question.

9 MR. JOHN MATHER: It is a cumulative
10 total.

11 MR. PAUL BONWICK: Yes. So -- yeah.
12 That -- I would have no reason to -- to question Ms. -
13 - I think that would be accurate.

14 MR. JOHN MATHER: So if we could go to
15 paragraph 6.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: This is a similar
20 chart that sets out Green -- transactions from the
21 Green Leaf account from January 1st to December 31st,
22 2013.

23 And what we see in these -- well, start
24 with this. What we see in these financial records is
25 that in 2013 both Green Leaf and Compenso advanced

1 sums of money to Georgian Manor. Green Leaf advanced
2 a hundred and forty-thousand dollars (\$140,000),
3 Compenso advanced fifty thousand dollars (\$50,000),
4 but also paid eighty-three thousand dollars (\$83,000)
5 directly to the Receiver General of Canada on behalf
6 of Georgian Manor.

7 We also see then substantial amounts of
8 money coming back to both Green Leaf and Compenso
9 following those advances.

10 Given that high level overview, and I
11 can show you some more information, do you know what
12 I'm talking about?

13 MR. PAUL BONWICK: Yes.

14 MR. JOHN MATHER: What arrangements
15 did you -- did Green Leaf and Compenso have with
16 Georgian Manor in 2013 that saw advances of money and
17 then subsequent repayments?

18 MR. PAUL BONWICK: Your Honor, I'm
19 happy to -- I have no issue whatsoever in sharing that
20 information with you. It is not relevant, in my
21 opinion, to the proceeds (sic) before you -- Inquiry
22 before you.

23 It deals with another company that
24 continues to operate in Collingwood, and so having a
25 discussion about what their situation was and how we

1 participated in that, there is no link in any manner
2 of speaking to this Inquiry, and what we're going to
3 start doing is talking about the financial situation
4 of a -- of a company that we supported through some
5 financing.

6 THE HONOURABLE FRANK MARROCCO: So
7 you're --

8 MR. PAUL BONWICK: I'm concerned about
9 --

10 THE HONOURABLE FRANK MARROCCO: You're
11 telling me you supported Georgian Manor through some
12 financing?

13 MR. PAUL BONWICK: Right.

14 THE HONOURABLE FRANK MARROCCO: Do you
15 want to -- do -- do you feel the need to go further
16 than that?

17 MR. JOHN MATHER: I'm satisfied with
18 that.

19 THE HONOURABLE FRANK MARROCCO: Just
20 leave it at that then.

21 MR. PAUL BONWICK: Thank you.

22 THE HONOURABLE FRANK MARROCCO: But
23 I'm basing that ruling on your statement to me that it
24 has nothing whatsoever to do with this Inquiry.

25 MR. PAUL BONWICK: 100 percent

1 accurate, that statement, sir. The reason I bring it
2 up is details surrounding that particular business,
3 which is still a going concern in the Municipality.

4

5 CONTINUED BY MR. JOHN MATHER:

6 MR. JOHN MATHER: Stepping back from
7 the figures in Summary Document 2-7, Mr. Bonwick, and
8 we can take it off the screen, did you or any of your
9 businesses make any payments to anyone on Council or
10 staff in relation to the Sprung buildings?

11 MR. PAUL BONWICK: No.

12 MR. JOHN MATHER: Did you or any of
13 your businesses provide any other form of benefit to
14 anyone on Council or staff in relation to the Sprung
15 buildings?

16 MR. PAUL BONWICK: No.

17 MR. JOHN MATHER: If we can pull up
18 paragraph 620 of the Foundation Document.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: This paragraph
23 reflects an email exchange between yourself and Deputy
24 Mayor Lloyd. Deputy Mayor Lloyd forwards an email
25 from Councillor West asking if there was connection

1 with Paul Bonwick that he hadn't heard about, and your
2 response is:

3 "LOL. Not that I'm aware of. I
4 don't think he works in Town much
5 anymore, but I did hear he's running
6 for the Liberals again."

7 Do you recall why you responded to Ms.
8 -- Deputy Mayor Lloyd's email like that?

9 MR. PAUL BONWICK: I would answer that
10 in two (2) ways. Firstly, it's obviously an attempt
11 at humour, and secondly, when you're sharing those
12 kinds of comic emails, you never anticipated them
13 being read in the public forum seven (7) years later.

14 So to answer your question, it's --
15 it's meant to be a joke, and obviously was - I'm not
16 running for the Liberals again. Well, it's -- it's
17 humour.

18 MR. JOHN MATHER: The Inquiry has
19 heard evidence about questions that were posed to
20 members of Council and members of staff about whether
21 or not you had any involvement or any relationship to
22 Sprung or the Sprung structures after the contract was
23 signed and after Council had voted.

24 At any point in time in the -- let's
25 say the three (3) or four (4) months after the

1 contract was signed, did anyone on Council or staff
2 approach you and ask you directly whether or not you
3 had been involved, that you recall?

4 MR. PAUL BONWICK: No.

5 MR. JOHN MATHER: If we can pull up
6 paragraph 863 of the Foundation Document?

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: This reflects that
11 on March 8th, 2013, the CBC published an article
12 titled "Collingwood Mayor's brother paid by casino,
13 power companies." The article reported on -- reported
14 that the OPP were investigating complaints of
15 potential conflict of interest, including yourself,
16 and noted that two (2) Collingwood citizens had
17 complained to the police that they fear some members
18 of Council are being improperly influenced by Bonwick
19 and are failing to disclose their close relationships
20 with him.

21 At this point in time when there is
22 national media coverage about your relationships with
23 members of Council, did that change your mind about
24 the advisability of not disclosing your involvement
25 with Sprung or BLT back in the summer of 2012?

1 MR. PAUL BONWICK: I don't think it
2 necessarily would have changed anything in terms of
3 the disclosure side. The -- I can give you some
4 context to this CBC story that you're questioning me
5 on.

6 There was clearly a group of people --
7 I say a group. It had to be at least two (2) by the
8 sounds of this article, and I suspect a few more than
9 that, that were politically very -- that had
10 significant issue with me and the relationships that I
11 had with numerous members of Council, and the fact
12 that I conduct the type of business that I do in this
13 community.

14 These people were clearly of a camp
15 that wanted something else, and when I say something
16 else, it's evident that it was a \$35 million multi-use
17 recreational facility. I suspect that allegations
18 were going to be made and the media engaged
19 irrespective of what happened.

20 I think I alluded -- or I didn't
21 allude, I informed you -- when I received notice of
22 the OPP investigation, it came in the form of a phone
23 call from a reporter.

24 I was up in the James Bay area
25 snowmobiling and quite literally standing on my seat,

1 trying to get reception, and I had been informed by
2 the reporter that -- can't recall in detail the
3 conversation, but that there was a OPP investigation
4 under way, that it related to a multitude of issues,
5 primarily anything that I had been involved with over
6 the course of the last number of years.

7 What -- and then the reporter started
8 to break things out and sort of say the rumour is that
9 you were paid this much money in the transaction for
10 the 50 percent sale of Collus, or were you paid money.

11 Again, I don't recall the exact
12 conversation, but the reporter clearly had a lot of
13 background in terms of any of my involvement on any
14 projects over a period of a number of years in the
15 Town of Collingwood.

16 Curious in terms of how the reporter
17 knew this before I did, or had been notified by family
18 or friends or anybody, the OPP to say the least. I
19 snowmobiled back to our original point and made
20 contact with a lawyer to determine what was going on;
21 reached out to --

22 MR. JOHN MATHER: I don't mean to
23 interrupt you, Mr. Bonwick, but I just need to --

24 MR. PAUL BONWICK: All right.

25 MR. JOHN MATHER: -- advise you again

1 that we do not want to hear about conversations you
2 may or may not have had with a lawyer.

3 MR. PAUL BONWICK: Okay.

4 THE HONOURABLE FRANK MARROCCO: It's
5 not a question of being disinterested. Those are
6 private conversations. You don't have to disclose
7 them to anybody.

8 MR. PAUL BONWICK: I thought everybody
9 was nodding off.

10 THE HONOURABLE FRANK MARROCCO: And
11 the --

12 MR. WILLIAM MCDOWELL: This lawyer I'd
13 be keen to hear about it, but...

14 THE HONOURABLE FRANK MARROCCO: No.
15 And so...

16 MR. PAUL BONWICK: Anyways, I'm just
17 trying to give you the history. It was evident that
18 whoever made the allegations -- I'll shorten this up
19 considerably.

20 Whoever or whichever group made the
21 allegations made the allegations to the Ontario
22 Provincial Police at exactly the same time or within a
23 day of reaching out to CBC.

24 With all due respect to the CBC
25 reporter and the -- and CBC, running a -- no other

1 national media was taking a vested interest in this
2 thing.

3 To have CBC start questioning a
4 consultant about -- or a reporter for CBC having
5 questioned somebody of my capacity about ca --
6 casinos, power companies, buildings, there -- there
7 was other points that were raised in it, it became
8 clear to me right away that this is a strategic effort
9 in order to address a situation that obvious some
10 people felt very disgruntled about.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: When did you first
14 learn that John Scott might appear as a witness at the
15 Inquiry?

16

17 (BRIEF PAUSE)

18

19 MR. PAUL BONWICK: I thought that was
20 a fly on the screen, sorry. It was the cursor going
21 across it. I just went like that. I wasn't waving
22 you off, Mr. Mather.

23 MR. JOHN MATHER: I didn't take it
24 that way.

25 MR. PAUL BONWICK: Sorry. When I

1 learned Mr. Scott was going to be an expert witness
2 was when Mr. Chenoweth -- I think Mr. Chenoweth asked
3 His Honour for approval for that, if I understood
4 properly. I think that's in and around the time.

5 MR. JOHN MATHER: So, at a point in
6 time when Mr. Chenoweth raised the possibility to His
7 Honour at the public hearing?

8 MR. PAUL BONWICK: Correct.

9
10 (BRIEF PAUSE)

11
12 MR. JOHN MATHER: Have you had any
13 discussions with anyone about Mr. Scott or his report
14 as it relates to the Inquiry?

15 MR. PAUL BONWICK: Yes.

16 MR. JOHN MATHER: Who have you spoken
17 with?

18 MR. PAUL BONWICK: Some of the lawyers
19 in the room.

20 MR. JOHN MATHER: Have you spoken with
21 any of the participants, the individuals, about Mr.
22 Scott or his report?

23 MR. PAUL BONWICK: No. Are you
24 including Mr. Chenoweth as...?

25 MR. JOHN MATHER: I'm including Mr.

1 Chenoweth's client, Mr. Houghton.

2 MR. PAUL BONWICK: No.

3 MR. JOHN MATHER: What is your
4 relationship with Brian Dempsey?

5 MR. PAUL BONWICK: I've known Brian
6 for a number of years, consider him a friend.

7 MR. JOHN MATHER: Were you aware prior
8 to last Friday that Mr. Dempsey had -- was the person
9 who had reached out to Mr. Scott and inquired whether
10 he'd be available to be an expert at the Inquiry?

11 MR. PAUL BONWICK: I'm not sure about
12 the exact -- the exact timing of that. Mr. Dempsey
13 was in the audience one day when Mr. Chenoweth was
14 speaking to him.

15 And I don't know if that's the time he
16 referenced Mr. Scott or not. I'm not sure. But Mr.
17 Dempsey had told me in the hallway that he had
18 referenced Mr. Scott at one point.

19 MR. JOHN MATHER: Was that before or
20 after Mr. Chenoweth had spoken to His Honour about
21 whether or not he could proceed with Mr. Scott as a
22 witness?

23 MR. PAUL BONWICK: I think it was
24 after. I think it was the day -- I think he was there
25 the day it was happening.

1 MR. JOHN MATHER: What conversations
2 did you have with Mr. Dempsey about Mr. Scott?

3 MR. PAUL BONWICK: Not so much about
4 Mr. Scott. The -- in my assessment of the situation,
5 and based on the limited discussion I had had with Mr.
6 Dempsey, was the intention was to find somebody that
7 was not related in any manner of speaking to the
8 transaction or had relationship with any of the
9 parties.

10 In fairness, Mr. Dempsey is friends
11 with Mr. Marron. He's friends with the mayor. He
12 knows Mr. Houghton. He knows me. He's been an active
13 businessperson in the community for thirty-five (35)
14 years.

15 I think quite easily he could have
16 provided testimony that would have been helpful to the
17 Inquiry. But, at the end of the day, based on those
18 relationships, I would submit that that wasn't
19 necessarily a good move.

20 So, I think Mr. Dempsey, based on
21 conversation with Mr. Chenoweth, recommended Mr.
22 Scott, who he has known for quite some time and would
23 be able to provide, for lack of better description, a
24 person's experiences that have been in the trenches or
25 experiencing these kinds of contracts and bonds and

1 things of that regard, so.

2 MR. JOHN MATHER: I just want to make
3 sure I understand you correctly. Did you have a
4 conversation with Mr. Dempsey about identifying
5 someone along the lines you discussed someone who had
6 experience but was also independent from --

7 MR. PAUL BONWICK: No. He had told me
8 about Mr. Scott I believe is how the conversation
9 went. And I had told him that he would have made an
10 ideal witness, or expert witness I guess is what you
11 would call them now.

12 I have stayed out of the entire matter.
13 So, no, I didn't reference Mr. Scott. Mr. Chenoweth,
14 I believe, had a conversation with Mr. Dempsey, as I
15 understand the events. And Mr. Dempsey recommended
16 Mr. Scott.

17 MR. JOHN MATHER: It's our
18 understanding that Mr. Scott's report was circulated
19 to the participants in the morning of October 8th,
20 2019.

21 Do you know if you reviewed or received
22 a copy of the report prior to that, or any version of
23 it?

24 MR. PAUL BONWICK: No. And --

25 THE HONOURABLE FRANK MARROCCO: No,

1 you don't know, or you didn't receive it?

2 MR. PAUL BONWICK: No, I did not
3 receive a copy of the report prior to October the 8th.

4

5 CONTINUED BY MR. JOHN MATHER:

6 MR. JOHN MATHER: Have you ever had a
7 conversation with Mr. Scott directly?

8 MR. PAUL BONWICK: Yes. I knew Mr.
9 Scott, or had met Mr. Scott fifteen (15) or sixteen
10 (16) years ago, so I'd had an interaction with Mr.
11 Dempsey.

12 MR. JOHN MATHER: Can you describe
13 that interaction?

14 MR. PAUL BONWICK: Not in any great
15 detail. We were at a bar. And then I think we went
16 back to Mr. Dempsey's house.

17 MR. JOHN MATHER: And when was this
18 interaction?

19 THE HONOURABLE FRANK MARROCCO: You
20 said fifteen (15) or sixteen (16) years ago?

21 MR. PAUL BONWICK: I think I was in
22 office at the time, so.

23

24 CONTINUED BY MR. JOHN MATHER:

25 MR. JOHN MATHER: I was just trying to

1 clarify if that was the fifteen (15) or sixteen (16)
2 year --

3 MR. PAUL BONWICK: Right. I -- I was
4 in office at the time.

5 MR. JOHN MATHER: Okay. So, that was
6 a while ago?

7 MR. PAUL BONWICK: Right.

8 MR. JOHN MATHER: Did you speak to Mr.
9 Scott about his report or anything relating to his
10 report before he testified?

11 MR. PAUL BONWICK: No.

12 MR. JOHN MATHER: Those are my
13 questions.

14 THE HONOURABLE FRANK MARROCCO: Thank
15 you. Mr. Chenoweth...?

16 MR. FREDERICK CHENOWETH: Thank you,
17 Your Honour.

18 THE HONOURABLE FRANK MARROCCO: All
19 right. Go ahead.

20 MR. FREDERICK CHENOWETH: Thank you.
21 I thought I'd improved in that respect, but we'll
22 leave that up for debate.

23 THE HONOURABLE FRANK MARROCCO: And if
24 you noticed, Mr. Chenoweth, you weren't the only
25 person who had difficulty with document numbers from

1 time to time, so you're not alone.

2 MR. FREDERICK CHENOWETH: Indeed.

3 Indeed. Thank you, Your Honour.

4

5 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

6 MR. FREDERICK CHENOWETH: In any
7 event, you obviously are aware of the fact that your
8 sister was elected to Collingwood Council in or about
9 October, November 2010.

10 MR. PAUL BONWICK: Re-elected, yes.

11 MR. FREDERICK CHENOWETH: Thank you.

12 Elected as mayor maybe would be a better phrase?

13 MR. PAUL BONWICK: Yes.

14 MR. FREDERICK CHENOWETH: Thank you.

15 And you would have followed that -- that election

16 campaign obviously with some interest?

17 MR. PAUL BONWICK: Yes.

18 MR. FREDERICK CHENOWETH: Thank you.

19 And we have certainly heard this in your questions,

20 but I don't know that we've heard it in your

21 testimony.

22 Can you give me a sense of what you
23 understood -- well, what you interpreted the mandate
24 that -- that her Council of which she was mayor had in
25 2010?

1 MR. PAUL BONWICK: By virtue of her
2 election, the election of return of several
3 councillors that were not sitting on the previous
4 Council, I believe that they were elected on a
5 platform of being fiscally -- taking fiscally --
6 fiscal restraint approach to the finances of the
7 community, that they would view the services that
8 staff were providing with the intent of trying to make
9 them co -- more -- more cost effective.

10 I would say just the overreaching -- or
11 over the umbrella would be it was based on becoming
12 much more fiscally prudent.

13 She -- they -- she ran at a time where
14 the previous Council -- municipal staff continued to
15 expand and expand. Consultants were hired for any
16 number of different reasons.

17 We've heard some here in terms of parks
18 and rec needs; it was not limited to that. Lawyers
19 were engaged. I'm not criticizing that, but, you
20 know, they had historically a local law firm that
21 would provide counsel for Council as -- on an as-need
22 basis.

23 Council had moved to having a lawyer
24 sitting in on every Council meeting. It was -- Mr.
25 Longo I think was the lawyer at the time. There had

1 been some very costly reports commissioned. There had
2 been a lot of legal fights take place during the
3 previous term in terms of the municipality and the
4 private sector.

5 So, I think they just, generally
6 speaking, ran on a platform where let's get this house
7 in order financially and look at things in a -- in a
8 more prudent manner.

9 MR. FREDERICK CHENOWETH: Thank you.
10 As I understand it -- and I'm interested in the period
11 from about April 2012 through September of 2012.
12 Through the course of that period of time, do I take
13 it you continue to be employed by PowerStream?

14 MR. PAUL BONWICK: Yes.

15 MR. FREDERICK CHENOWETH: All right.
16 And what was your general undertaking for PowerStream
17 during that period of time?

18 MR. PAUL BONWICK: There was a lot of
19 issues that were being addressed during that period of
20 time. The details were being finalized in terms of
21 the approval through the OEB preparation of documents,
22 making sure that they clearly articulated what had
23 been approved. And this is beyond the lawyers'
24 representations.

25 There was significant work underway in

1 terms of launching the new brand. I think it's
2 important for His Honour to understand that launching
3 the new brand was not specific to letting the people
4 of Collingwood know what had transpired.

5 It was our position -- when I say, "Our
6 position," my position and PowerStream's position,
7 that the brand -- the rebranding exercise had the
8 opportunity to create a tremendous amount of
9 excitement throughout the region.

10 And those were some of the target
11 markets that we were looking at in terms of the growth
12 opportunities for the LDC, which leads you to the next
13 point that was significantly focussed on during that
14 period of time.

15 And that was making other LDCs
16 throughout the CHEC group and beyond aware of what had
17 transpired and what the growth opportunities were.
18 So, there was a lot on the go during that period of
19 time.

20 MR. FREDERICK CHENOWETH: Yes. And
21 during that period of time, I understand that Mr.
22 Houghton was CEO and President of Collus, and then
23 Collus PowerStream?

24 MR. PAUL BONWICK: Amongst other
25 things, Mr. Houghton was the CEO and president of

1 Collus Powerstream.

2 MR. FREDERICK CHENOWETH: You had
3 mentioned a number of things that -- that Collus
4 Powerstream and Collus had on the go during that
5 period of time including the conclusion of the
6 transaction for the sale of 50 percent of their shares
7 on the 31st of July of 2012.

8 Did those matters lead to interaction
9 between yourself and Mr. Houghton?

10 MR. PAUL BONWICK: I would say on a --
11 more than on a daily basis.

12 MR. FREDERICK CHENOWETH: Thank you.
13 And was there any other matters in the Town of
14 Collingwood during the period I mentioned which was
15 April to September 2012 that you were involved, in
16 which Mr. Houghton was involved that might necessitate
17 contact between yourself and Mr. Houghton during that
18 period of time?

19 MR. PAUL BONWICK: It's hard for me to
20 pin down the exact dates in time. But moving beyond
21 those exact dates, there was several matters that I
22 was either involved with or assisting with.

23 I believe at that point in time I
24 continued to act as an agent or work with Amaizeingly
25 Green products. I think it's been discussed here more

1 as the ethanol plant.

2 The -- we were working on a bottle-neck
3 situation at the end of the main street. I was
4 familiar with the two (2) affected property owners the
5 Town of Collingwood identified early on in its
6 transportation plan to address a bottle neck that had
7 been at the end of the main street. Part of the
8 challenge with that was the zero lot line for what was
9 the former Mt. View Hotel. So I was involved in
10 trying to work between two (2) land developers. That
11 building had been condemned.

12 I was also setting up -- or helping set
13 up meetings with Mr. Houghton. The funding parameters
14 for the program through Ministry of Transportation had
15 changed, and they no longer had funds in order to deal
16 with connection points for bottle necks. And so there
17 was a significant -- oops, sorry -- there was a
18 significant amount of work under way at that point in
19 time.

20

21 (BRIEF PAUSE)

22

23 MR. PAUL BONWICK: What else was I...

24

25 (BRIEF PAUSE)

1 MR. PAUL BONWICK: I think this came
2 out in part 1, but councillors or staff would
3 sometimes reach out to me in order to help facilitate
4 meetings.

5 If anything like that transpired, I
6 would give Mr. Houghton a call and let him know that
7 so and so was -- asked for a meeting and wanted to
8 talk about helping facilitate meetings. I'm talking
9 about at the provincial level or the Federal level
10 and, more specifically, with cabinet ministers. I did
11 that on a regular basis, and I did it for
12 municipalities throughout the region, both in Simcoe
13 and Grey County. So needless to say, there -- there
14 was a lot on the go.

15 MR. FREDERICK CHENOWETH: Was there
16 any other clubs or philanthropic organizations during
17 the period of time I've mentioned that would have --
18 in which yourself and Mr. Houghton had mutual
19 involvement that would have necessitated contact
20 between you?

21 MR. PAUL BONWICK: Yes. Mr. Houghton
22 is also -- or was an avid snowmobiler. We sat on the
23 fund-raising committee for the Osprey Snow Hawks.
24 The -- we run an annual event where we do a dinner, a
25 silent auction, a live auction. Ed is a part of the

1 fund-raising committee. I chair or co-chair the fund-
2 raising committee. The snowmobile organization
3 changed back in and around that time in terms of how
4 the funding model worked.

5 That being said, we kept up with the --
6 the fund-raising, and we do it today. Rather than
7 direct the funds now towards to the snowmobile club,
8 we continue to raise the money and put it back into
9 the community.

10 Ed was -- and certainly during this
11 time was an integral part of that organization with
12 his ability to -- to touch up area of businesses as
13 well as bring his -- all his muscle to the plate in
14 terms of refunding.

15 We've given thousands of dollars to the
16 local General Marine Hospital. We gave \$10,000 to the
17 Markdale Hospital. We've given, oh, one hundred and
18 fifty thousand dollars (\$150,000) to Grey Highlands in
19 terms of support for a new building as part as
20 Parkland dedication. We just gave \$3,000 to -- or
21 \$5,000 to Owen Sound for the new MRI machine that
22 they're buying.

23 So there was a lot of activity on that.
24 There -- there's certainly activity on that front. As
25 you can appreciate the -- the fund-raisers take a long

1 time to get coordinated with all the things that go on
2 in there.

3 MR. FREDERICK CHENOWETH: Very good.
4 Thank you. I was interested, Mr. Bonwick. Your
5 sister, the mayor, had indicated that she did not know
6 about your involvement with Sprung BLT until 2018 when
7 she saw certain newspaper reports with respect to an
8 affidavit of the OPP that was circulated.

9 Inquiry counsel was good enough to take
10 you to paragraph 863. Could we just pull it up for a
11 second, please? Foundation Document number 2? And --

12 MR. GEORGE MARRON: Could I just
13 interject for a moment. I don't believe that that was
14 the evidence that was put before the Inquiry as to --

15 THE HONOURABLE FRANK MARROCCO: I
16 thought -- I thought it was in relation to a phone
17 call or -- is that --

18 MR. GEORGE MARRON: That's right.
19 Yeah. Thank you.

20 THE HONOURABLE FRANK MARROCCO: Phone
21 call from Mr. Houghton.

22 MR. GEORGE MARRON: Yeah. Thank you.

23 MR. FREDERICK CHENOWETH: Oh. Oh,
24 very good. And that was in -- I may have misstated it
25 then, Your Honour. As I understand that was 2018.

1 THE HONOURABLE FRANK MARROCCO: Yes.

2 MR. FREDERICK CHENOWETH: Thank you.

3 THE HONOURABLE FRANK MARROCCO: That
4 was what I remember the evidence to be.

5 MR. FREDERICK CHENOWETH: Very good.
6 If I have misstated it, I apologize.

7

8 CONTINUED BY MR. FREDERICK CHENOWETH:

9 MR. FREDERICK CHENOWETH: In any
10 event, I think arose as a result of the -- of the
11 publication of the affidavit, I believe, but it may
12 have been a call from Mr. Houghton. I don't dispute
13 that.

14 In any event, obviously this is with
15 respect to the publication of an article by CBC in
16 March of 2013 in which there were certain -- the
17 article noted certain complaints or concerns about
18 potential conflict of interest, et cetera, including
19 Paul Bonwick, et cetera, et cetera.

20 And I take it, this wasn't the only
21 matter in or about 2012, 2013, 2014 that would have
22 raised those kinds of concerns. I take it there
23 was -- there was questions asked by -- by Mr. Cadieux.

24 There was -- there was an active blog
25 by a gentleman named Steve Berman who was, in essence,

1 stirring some concerns about certain conflicts of
2 interest that may have involved you.

3 Is that accurate to say that it was
4 a -- it was a -- to some extent, it -- a difficult
5 time through 2013, 2014, and certain parts of 2012
6 with respect to issues that were being raised at that
7 time?

8 MR. PAUL BONWICK: Looking back, I
9 don't know that -- from my perspective that 2012,
10 there wasn't a lot of concerns being brought to my
11 desk during 2012. I think in 2013 -- and -- and
12 that's not say that Collingwood Council or members of
13 staff were not receiving criticism on a regular basis.
14 Those were not necessarily flushed out over to me.

15 But I would say it would be absolutely
16 accurate to say that as of 2013 once the CBC article
17 ran that that sort of mushroomed everything into a --
18 and the announcement of a -- in March of 2013, the
19 article reported the launch of an OPP investigation as
20 well.

21 MR. FREDERICK CHENOWETH: And these
22 would have been things that, I take it, these pressing
23 of staff and councillors with respect to alleged
24 conflicts of interest and the article from CBC, these
25 are clearly matters that would have come to the

1 attention of -- of the mayor -- Mayor Cooper?

2 MR. PAUL BONWICK: You have to put
3 that question to Mayor Cooper.

4 MR. FREDERICK CHENOWETH: Okay.
5 Could -- could she have avoided the prospect of those
6 things coming to her attention?

7 I -- I put it to you that there was
8 a -- a good deal of matters in the press, matters that
9 were being put to Council, matters that were being put
10 to councillors that raised concerns, and I have cited
11 a few examples of that: Steve Berman, Mr. Cadieux,
12 the CBC article.

13 I -- I take it it's fairly obvious that
14 these matters would have come to the attention of --
15 of Mayor Cooper. Is that not fair?

16 MR. PAUL BONWICK: If that's your
17 statement, then I'll accept it as fair. I'm not going
18 to comment on what members of Council took or didn't
19 take from communications or correspondence or media
20 coverage that was transpiring during that period of
21 time.

22 MR. FREDERICK CHENOWETH: Very good.
23 Thank you. Can you tell me -- during that period of
24 time -- and I guess we're talking specifically
25 2013/2014 -- did Mayor Cooper ever come to you and

1 inquire as to whether or not you had any involvement
2 in Sprung BLT and the sale of the two (2) fabric roofs
3 for the Town of Collingwood?

4 MR. PAUL BONWICK: No.

5 MR. FREDERICK CHENOWETH: All right.
6 Do you have any idea why she didn't, given the
7 articles that were circulating at that time?

8 THE HONOURABLE FRANK MARROCCO: I
9 really -- I really have some difficulty with how
10 Mr. Bonwick would know what's in the mayor's head. He
11 might have a guess, but how would he know?

12 OBJ MR. GEORGE MARRON: Your Honour, I
13 might comment. I -- I let the first area of question
14 be put, but I do -- I raise objection, as Your Honour
15 as noted, with -- with this line of questioning.

16 THE HONOURABLE FRANK MARROCCO: Yeah.
17 I -- I --

18 MR. FREDERICK CHENOWETH: I'm prepared
19 to move on, Your Honour.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you, Mr. Chenoweth.

22 MR. FREDERICK CHENOWETH: I have the
23 answers I need.

24

25 CONTINUED BY MR. FREDERICK CHENOWETH:

1 MR. FREDERICK CHENOWETH: In any
2 event, Inquiry counsel took you to some documents
3 relating to -- to Dave Barrow about the budgets that
4 were provided to you by Mr. Houghton.

5 And could we look at paragraph 363.
6 This would have been preliminary budgets provided
7 by -- by Sprung BLT to -- to the Town on July 16th.

8 Do I take it that this is...

9

10 (BRIEF PAUSE)

11

12 MR. FREDERICK CHENOWETH: Do I take it
13 that Mr. Barrow eventually replied and advised of why
14 there was a difference in the preliminary budgets and
15 the budgets that were eventually given?

16 MR. PAUL BONWICK: Yes.

17 MR. FREDERICK CHENOWETH: All right.
18 Thank you. And again, you -- you may not know what's
19 in people's heads, but would it be a fair assumption
20 that when Mr. Houghton sent you those budgets earlier
21 on on the 21st that he did so in order for you to
22 press Mr. Barrow to ensure that numbers that might
23 come out from Sprung BLT would be as modest as they
24 could be?

25 MR. PAUL BONWICK: Yes.

1 MR. FREDERICK CHENOWETH: Thank you.
2 Those are all my questions, Your Honour. Thank you
3 very much.

4 THE HONOURABLE FRANK MARROCCO:
5 Mr. Chenoweth. Mr. Marron?

6
7 CROSS-EXAMINATION BY MR. GEORGE MARRON:

8 MR. GEORGE MARRON: I will turn on my
9 microphone. Thank you. I'm going to be very brief,
10 Mr. Bonwick.

11 There was -- there was some indication
12 in -- in reference to -- well, your characterization
13 or at least it -- it seemed to me that there was an
14 attempt to characterize you as an advisor to your
15 sister.

16 I mean, this is a brother/sister family
17 relationship. You indicated in the first phase of the
18 Inquiry that there were times when you provided
19 unsolicited information to your sister. That was part
20 of your nature, given the position that she occupied
21 at that time, and given your history with government,
22 both municipal and federal government experience.

23 I guess I'm saying, did you -- did you
24 consider yourself at any time being an advisor?

25

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: Like, I can expand
4 on that.

5 MR. PAUL BONWICK: Well, if -- if you
6 would.

7 MR. GEORGE MARRON: Well --

8 MR. PAUL BONWICK: If -- if you would.

9 MR. GEORGE MARRON: -- well, you're
10 having discussions with your sister, and she might
11 raise an issue with you, and that -- that could be
12 done in a specific way, or it could be done in a
13 general way, where it's a family gathering, or -- I
14 mean, were there are instances when -- when she would
15 have called you in 2012 and asked you for something
16 specific by way of advice?

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: So without
21 identifying or getting the phone records out, and
22 going on this date, it clearly happened, or on that
23 date, I would say this -- up until this hearing got
24 underway and limited our interaction, my sister and I
25 were close within the family.

1 We were dealing with some -- some
2 personal issues in the family with my dad, and so we
3 had lots of interaction back and forth. And the
4 interactions were not necessarily focused in terms of
5 what has kind of been identified here is a formal
6 advisory role, but rather, you're -- you're driving to
7 the nursing home, you're going over to the hospital,
8 you're -- you're at some family function, whatever the
9 case might be.

10 And -- and there was lots and lots of
11 that. And so there was ample opportunity for casual
12 conversation on any issue.

13 Sandra knows -- Ms. Cooper knows my
14 history in terms of politics, and the type of guy that
15 -- that I am in terms of approach. She would use me
16 as a sounding board from time to time, or how would
17 you approach this, or how would you approach that.

18 But it wasn't -- it wasn't a structured
19 relationship in terms of the mayor and me as an
20 advisor. It was -- I don't want that thinking -- or
21 anybody thinking that it was just a -- a kind of a
22 formal relationship where I was the advisor, and she
23 was the mayor. It was a family relationship, where,
24 you know, I suspect more often than not, my dad gave
25 her advice that was unwelcomed as well.

1 MR. GEORGE MARRON: Are -- are you --
2 I -- I recall -- and I reviewed some time ago, but
3 this -- this was information and evidence which you
4 provided in Phase 1 of the hearing, the Inquiry
5 hearing.

6 MR. PAUL BONWICK: Correct.

7 MR. GEORGE MARRON: Yes?

8 MR. PAUL BONWICK: And I'm agreeing
9 with you.

10 MR. GEORGE MARRON: And -- and
11 specifically as concerns the dismissal of Kim Wingrove
12 as the CAO, this -- this was a decision that was made
13 by Council.

14 Are you aware of that?

15 MR. PAUL BONWICK: Yes. I didn't hear
16 a question, sorry.

17 MR. GEORGE MARRON: Okay. And it was
18 a decision that was made by Council in camera, because
19 it involved a personnel matter?

20

21 (BRIEF PAUSE)

22

23 MR. GEORGE MARRON: It -- it was a
24 decision made by Council, which was a personnel
25 matter, so it was an in-camera decision?

1 MR. PAUL BONWICK: Okay.

2 MR. GEORGE MARRON: And this -- this
3 was your sister's first term as mayor?

4 MR. PAUL BONWICK: Yes.

5 MR. GEORGE MARRON: And -- and it did
6 -- did you believe or feel that she was more than
7 amply challenged in that position as mayor?

8 MR. PAUL BONWICK: I'm not sure I
9 understand the -- I -- I apologize. I'm not sure I
10 understand the question.

11 MR. GEORGE MARRON: Well --

12 MR. PAUL BONWICK: When you say, "Was
13 she amply challenged," what -- I'm -- I'm not
14 understanding -- perhaps you could provide a little
15 bit more background.

16 MR. GEORGE MARRON: Well, I'm probably
17 prepared to leave it at that.

18 But did you feel that at all times she
19 was equal to the task, or did you feel that -- that
20 the tasks could be a little overwhelming as concerns
21 her ability to comprehend what was required by way of
22 a response?

23 MR. PAUL BONWICK: Yes, I would say,
24 unless you have a incredible self-cent -- self-
25 importance or arrogance, in any elected office, there

1 are times where you're feeling overwhelmed, or
2 wrestling with any particular issue that might be
3 close, or near and dear to your heart.

4 And so Sandra is anything but arrogant
5 and self-centred. She wore things on in her heart
6 (sic), and sometimes they affected her in ways that
7 I'm sure would have been overwhelming.

8 MR. GEORGE MARRON: We -- we were told
9 in the Inquiry, in the -- in the first part of the
10 judicial Inquiry, that in -- I believe it was April of
11 2011, that Ms. Wingrove and Mayor Cooper sat down and
12 -- for an assessment or an evaluation of the then CAO
13 Kim Wingrove's performance.

14 And the performance review, as
15 conducted by your sister, was recorded in writing, and
16 it was provided as an exhibit to the Inquiry. It was
17 a -- a performance review that was favourable in the
18 sense that her -- the mayor's assessment of Kim
19 Wingrove was that she was doing a satisfactory job.

20 And then we were told that on December
21 5, 2011, there was an in camera session of Council,
22 dealing with a personnel matter, and that Ms. Almas
23 withdrew from the meeting. And once again, the -- the
24 personnel matter had to deal with Kim Wingrove, the
25 CAO at the time.

1 And we were presented with an email
2 that was directed to Mayor Cooper, and copied to you,
3 and the email was sent by the Deputy Mayor Lloyd.
4 That was some time in -- I believe it was April, or
5 perhaps a little earlier than that, but March or April
6 of 2012, expressing his frustration. And you -- or
7 that was reviewed with you earlier this morning, by
8 Commission counsel.

9 So I put it to you, you -- given those
10 circumstances, was your sister, Sandra Cooper, the
11 mayor, she express any concern, or did you observe
12 that -- having some difficulty with this issue,
13 terminating -- or which resulted in the termination of
14 the CAO?

15 Were you aware of anything like that?

16 MR. PAUL BONWICK: So -- so Mr.
17 Marron, two (2) things. I -- I don't recall
18 specifically Ms. Cooper in terms of her dealings in
19 camera with the matter specific to Ms. Wingrove.

20 That being said, I -- I think it
21 provides the backdrop for certainly then, and in some
22 cases, now in communities across the Province, how
23 smaller communities work.

24 I would -- I would argue that putting
25 the mayor as an individual in the rule of performing

1 an annual review for a chief administrative officer
2 with a university education and significant background
3 versus an elected official that people obviously have
4 confidence and trust in, but respectfully, came from
5 the service industry, and does not have any core
6 competencies within the human resource world based --
7 other than her own experience, it -- it's not a
8 situation that you would allow to take place in the --
9 or that you would think would take place in the
10 private sector.

11 And so those kinds of things, I'm sure
12 would have been stressful for her to deal with.
13 Couple that with -- with her approach in terms of
14 mayor, based on my observation, she was sort of a --
15 she was a very kind, giving, person. Her sense of
16 community is -- is strong as any of -- I've ever seen.

17 She's not a confrontational person that
18 would be educated or have the experience to point out
19 inconsistencies in terms of professional conduct
20 versus doing a great job.

21 And so I don't know if that answered
22 your question or not, but I think when you start
23 talking about how somebody performs their job, you
24 need to take a few extra minutes and describe the
25 person and -- and the environment, and it's -- you're

1 being put in an untenable situation when you're acting
2 -- asking elec -- elected officials to do those kinds
3 of jobs, in my opinion.

4 MR. GEORGE MARRON: I believe that
5 there's some evidence and -- that the HR individual or
6 the individual in the Town -- employee involved in the
7 human relations or the HR position, as it's referred
8 to -- that there was no HR representative or that it -
9 - that if there were, there was an absence for
10 whatever reason -- health-wise, perhaps -- but there's
11 some recollection that I have, and -- and that's just
12 a recollection I have on that, Your Honour, so.

13 I won't put any question in -- to you
14 on that regard, Mr. -- Mr. Bonwick. So those are my
15 questions. Thank you.

16 THE HONOURABLE FRANK MARROCCO: Thank
17 you, Mr. Marron.

18 Mr. Trudell, Mr. Neubauer?

19

20 CROSS-EXAMINATION BY MR. BILL TRUDELL:

21 MR. BILL TRUDELL: Thank you. I just
22 want to clarify a couple of things, Mr. Bonwick. So I
23 want to go back to that first meeting with -- with the
24 gentleman from BLT, first time that you met. And --
25 and I think that you've said basically, that that

1 really was an informative, exploratory meeting.

2 And I think, probably, what you kind of
3 did was you -- to borrow a phrase that you used in a
4 du -- in a different setting -- you told them about
5 your background and -- impressive background in terms
6 of being involved in politics and municipal
7 government, business in the area.

8 And so, not in a -- a bragging way or
9 an arrogant way, but you informed Mr. Barrow and Mr.
10 Watts about your background and your business contacts
11 and connections in the Collingwood community, right?

12 MR. PAUL BONWICK: Yes, and beyond.

13 MR. BILL TRUDELL: And beyond. And so
14 -- and what you did, then, was -- and -- and I
15 understand it that the sequence was that Sprung had
16 sort of introduced you to BLT, and then a meeting took
17 place. And I think what you said in -- in helping us
18 with your role here is you kind of set out the various
19 points, and I think you had about four (4) of them.
20 One (1) would have been delivering on a contract
21 expeditiously. Another one (1) might be being
22 concerned about environmental issues.

23 You set that out in an informative way
24 for BLT in terms of what would be necessary to make
25 the product attractive and the contract attractive to

1 Town -- to the Town. Is that fair?

2 MR. PAUL BONWICK: Accurate.

3 MR. BILL TRUDELL: And -- and you are
4 there not just sort of giving an educational
5 conference, you are there talking about what needs to
6 be done. And -- and then by the time the -- the
7 meeting is over, Mr. Barrow talked about a handshake,
8 but it's fair to say that the -- the two (2) groups
9 had decided that you might be able to work together,
10 which led to a contract down the line.

11 MR. PAUL BONWICK: At least that, yes.

12 MR. BILL TRUDELL: Okay. And the
13 things that you said needed to be done in relation to
14 being --

15 THE HONOURABLE FRANK MARROCCO: Just a
16 second.

17 MR. BILL TRUDELL: I'm sorry.

18 MR. PAUL BONWICK: I'm not sure who
19 I'm supposed to look at.

20 THE HONOURABLE FRANK MARROCCO: Oh,
21 well, why don't you look at Mr. Trudell. I -- I --

22 MR. PAUL BONWICK: -- at you.

23 THE HONOURABLE FRANK MARROCCO: --
24 yeah, no, I won't be offended by that.

25 MR. PAUL BONWICK: Okay, thank you.

1 Sorry for the interruption.

2 MR. BILL TRUDELL: I -- I was going to
3 tell him to look --

4 THE HONOURABLE FRANK MARROCCO: Oh, I
5 know. Between the two (2) of us, nothing would get
6 done at all, but okay, look at Mr. Trudell.

7

8 CONTINUED BY MR. BILL TRUDELL:

9 MR. BILL TRUDELL: Okay. What you
10 were saying is these are the things that need to be
11 done to potentially successfully help the -- the Town
12 with their needs and deliver the contract, right?

13 MR. PAUL BONWICK: Completely
14 accurate.

15 MR. BILL TRUDELL: Okay. And as I was
16 saying, it's not -- it wasn't just an educational
17 session. You were really offering, given your
18 experience and background, that you might be able to
19 work together with BLT to help deliver this successful
20 contract.

21 MR. PAUL BONWICK: Yes.

22 MR. BILL TRUDELL: All right. And so
23 -- and eventually, that's what happened. And the
24 contract was delivered, and of course, that's why you
25 referred to it as a success fee that was eventually

1 negotiated. The contract -- you presented the
2 contract and -- and offered to do what eventually you
3 did, right?

4 MR. PAUL BONWICK: Yes.

5 MR. BILL TRUDELL: So -- and one (1)
6 of the other things that was discussed at this meeting
7 was this was a sort of a new product. And as I
8 understand it, the discussion came up that this could
9 be a model not just in Collingwood, but for future
10 contracts throughout Ontario that you would work
11 together with BLT and Sprung. Fair enough?

12 MR. PAUL BONWICK: We talked about
13 Ontario and the Atlantic provinces.

14 MR. BILL TRUDELL: Right. So this
15 meeting was not only a meeting to perhaps engage your
16 services and your help in opening doors that BLT
17 couldn't open, but perhaps with future contracts. And
18 let me just kind of quote something that you said.

19 You would be speaking to people in the
20 community and Councillors about the product and then
21 how to expedite it. I think that was the general
22 thrust of what needed to be done and what you would be
23 doing.

24 MR. PAUL BONWICK: Yes.

25 MR. BILL TRUDELL: Okay. And so as we

1 move forward, we see -- and I'm not going to take the
2 Inquiry's time looking at them, but we see a number of
3 emails and -- primarily from Abby Stec -- who becomes
4 the liaison, as you're doing all kinds of other things
5 -- about facilitating, if I can use that phrase, the
6 contract. Is that fair? Let me give you an example
7 or a couple of examples.

8 In other words, sorry, an example might
9 be getting the numbers so that they be -- could be
10 passed on. The -- the discussions about the early
11 draw and what it was going to be. The discussion
12 about getting material together on August 27th for the
13 meeting. And I think there was a -- even a meeting
14 that Abby Stec organized on the same day as the Elvis
15 Festival.

16 So as a result of the...

17

18 (BRIEF PAUSE)

19

20 MR. BILL TRUDELL: I don't know what I
21 would do without Mr. Neubauer. As a result of the
22 agreement, basically, these conversations and emails
23 and assistance continued right through to the
24 successful awarding of the contract, right?

25 MR. PAUL BONWICK: Yes.

1 MR. BILL TRUDELL: And then beyond, in
2 terms of signing the contract and that immediate
3 turnaround of securing the cheque, that first draw,
4 which was in your interest and BLT's interest; and you
5 continued -- or through Ms. Stec to help in that
6 regard.

7 MR. PAUL BONWICK: Yes.

8 MR. BILL TRUDELL: Okay. And of
9 course, you had indicated early in the meeting, and of
10 course this would be one (1) of the attractive
11 features that you would offer because these -- these
12 doors Mr. Barrow wouldn't know how to open. It was
13 obvious that there was contact with representatives of
14 the Town, for instance mis -- Mr. Houghton. You can
15 see that on the emails, right?

16 MR. PAUL BONWICK: Yeah. I -- I -- I
17 get confused in terms of the term 'opening doors'.
18 And I'm thinking that that is a general term used to
19 generalize something that I think is much more
20 valuable than simply opening a door. And I tried to
21 parlay -- or, explain that to Council, and I think
22 they very respectfully heard that.

23 Having worked in the region in and out
24 of politics for twenty-five (25) years, you've
25 developed trusted relationships in the elected and

1 non-elected arenas right across Simcoe, Grey County
2 and -- and -- and beyond that.

3 And so, it's not a case of simply
4 opening a door and saying Mr. Houghton speak with Mr.
5 Barrow or Mr. Edwards or Mr. Hull or Mr. -- these are
6 people that have developed confidence or trust in
7 things that you say.

8 And so, I -- I may be going a little
9 bit beyond, but it's -- it's that reputational sort of
10 approach that allows you to convey those kinds of
11 messages.

12 MR. BILL TRUDELL: I didn't mean to be
13 narrow or critical in terms of that term of phrase. I
14 think what I -- I probably was trying to get at is --
15 is this.

16 Remember when you were asked the
17 question about why you didn't sort of tell your sister
18 about your involvement? You said, Look, I have
19 confidence in -- in people engaging with -- with me
20 because of what I've accomplished, and I don't want
21 them thinking that, you know, my sister helps.

22 And so, that's really what I'm talking
23 about. You're -- you have the experience, the
24 contacts in the -- in the community, in the business
25 community, especially in relation to municipalities

1 and -- and government, that was put on the table as a
2 potential help?

3 MR. PAUL BONWICK: Yes.

4 MR. BILL TRUDELL: Thank you.

5

6 (BRIEF PAUSE)

7

8 MR. BILL TRUDELL: And, of course, you
9 fulfilled that because you did speak to members of the
10 community and you did speak to various councillors to
11 -- to introduce the product and convince people or
12 inform them of the -- the potential of this product,
13 and then how it could be and then move it ahead
14 expeditiously, that's exactly what you did?

15 MR. PAUL BONWICK: Yes.

16

17 (BRIEF PAUSE)

18

19 MR. BILL TRUDELL: And at one point in
20 your evidence you used the word 'advocate'. And
21 that's a word that we're kind of familiar with. Would
22 you agree that that might be a good description of --
23 of what you did in terms of helping BLT and Sprung and
24 the Town in terms of moving this contract forward?

25 MR. PAUL BONWICK: To some agree, an

1 advocate. I would submit that you're -- you're
2 advocating a certain position based on history and
3 where you think a reasonable course of action might
4 take people.

5 And so, in that particular regard, I'd
6 be prepared to agree to the -- the approach of advo --
7 advocacy.

8 MR. BILL TRUDELL: Just to highlight
9 something, I hope we have the documents, could we pull
10 up Foundation Document 358, paragraph 359?

11

12 (BRIEF PAUSE)

13

14 MR. BILL TRUDELL: So, this is an
15 example, 358, of the continuing contact and assistance
16 that, for instance, Abby Stec was giving in relation
17 to the numbers, right?

18 MR. PAUL BONWICK: Yes.

19 MR. BILL TRUDELL: And then, I think,
20 361.

21

22 (BRIEF PAUSE)

23

24 MR. BILL TRUDELL: And -- and here's
25 again some information being provided to review the --

1 the original numbers. And so, I don't want to take
2 time.

3 This is just an example of the ongoing
4 assistance that Green Leaf through Abby Stec and you
5 were providing to BLT with connections to the Town
6 here, Mr. Houghton, who is the -- the CAO, right?

7 MR. PAUL BONWICK: Yes.

8

9 (BRIEF PAUSE)

10

11 MR. BILL TRUDELL: And also, I think,
12 and I don't know where it is, but Ms. Stec shared with
13 BLT information as to the scope of the work that
14 Collingwood would -- would want this project?

15 MR. PAUL BONWICK: Yes.

16 MR. BILL TRUDELL: Can I have your
17 indulgence, Your Honour?

18 THE HONOURABLE FRANK MARROCCO: Yes.

19

20 (BRIEF PAUSE)

21

22 MR. BILL TRUDELL: Thank you very
23 much. Those are my questions.

24 THE HONOURABLE FRANK MARROCCO: Thank
25 you. Mr. McDowell...?

1 MR. WILLIAM MCDOWELL: The way that we
2 had divided our labour, Mr. Breedon and I, was that
3 Mr. Breedon was going to examine this witness. He is
4 in Hamilton today and unable to get back, so I wonder
5 if we could stand this down until tomorrow morning.
6 He tells me he'll be about an hour.

7 THE HONOURABLE FRANK MARROCCO: Well,
8 it's -- it's very -- it's regrettable, but -- becau --
9 but I -- I'm not certain we would have completed all
10 of the evidence today anyway if he was an hour. I
11 probably would have stopped about -- about 5:00 or so,
12 so I would have stopped somewhere in the course of his
13 cross-examination.

14 Mr. Bonwick has a -- has a statement
15 that he's -- he's making as part of our procedure, and
16 then any re-examination. So, I am inclined to adjourn
17 tomorrow until nine o'clock. Is that --

18 MR. WILLIAM MCDOWELL: Right. And I -
19 - I --

20 THE HONOURABLE FRANK MARROCCO:
21 Nobody's protesting, so.

22 MR. WILLIAM MCDOWELL: Yeah.

23 MR. FREDERICK CHENOWETH: Your Honour,
24 I just had -- I just had one (1) inquiry. There was
25 reference made to an affidavit of Mr. MacNeil, I think

1 it was, that was being put on the --

2 THE HONOURABLE FRANK MARROCCO: An
3 affidavit of service --

4 MR. FREDERICK CHENOWETH: An affidavit
5 of service, we were told, yes.

6 THE HONOURABLE FRANK MARROCCO: -- or
7 attempted service.

8 MR. FREDERICK CHENOWETH: We were
9 told, yes. I'm just -- I -- I just raise the question
10 in my mind as to whether or not there was another
11 witness to follow this witness, but...

12 THE HONOURABLE FRANK MARROCCO: Not --
13 not as -- not as presently advised. But it just
14 explains the efforts that were made with respect to
15 that witness.

16 MR. FREDERICK CHENOWETH: Very good.

17 THE HONOURABLE FRANK MARROCCO: So,
18 Mr. McDowell, you were going to say, and Mr. Bonwick
19 was --

20 MR. WILLIAM MCDOWELL: Well -- well,
21 just to apologize to my -- to my colleagues, and --
22 and to you, but this has gone a lot faster, frankly,
23 than we had foreseen.

24 THE HONOURABLE FRANK MARROCCO: Well,
25 okay.

1 MR. WILLIAM MCDOWELL: Not to jinx it,
2 but...

3 THE HONOURABLE FRANK MARROCCO: Okay.
4 Mr. Bonwick, you were going -- did you want to -- or
5 tomorrow at nine o'clock. Is that satisfactory?

6 MR. PAUL BONWICK: Yes.

7 THE HONOURABLE FRANK MARROCCO:
8 Everybody, I'll see you tomorrow at 9:00.

9

10 (WITNESS RETIRES)

11

12 --- Upon adjourning at 4:27 p.m.

13

14

15 Certified Correct,

16

17

18 _____

19 Wendy Woodworth, Ms.

20

21

22

23

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