



“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 24th, 2019

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APPEARANCES

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

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1 --- Upon commencing at 9:03 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Mr.

4 Breedon...?

5 MR. RYAN BREEDON: And thank you, Your

6 Honour, for the indulgence yesterday afternoon.

7

8 CROSS-EXAMINATION BY MR. RYAN BREEDON:

9 MR. RYAN BREEDON: Mr. Bonwick, my

10 friends have covered most of the areas that I intended

11 to speak to you about, so hopefully we can be a little

12 bit brief.

13 I did want to start by talking about

14 the chronology of how it is that you came to be

15 involved in this transaction.

16 And we heard from Tom Lloyd that the

17 deputy mayor had spoken to him by telephone and told

18 him that you could get the project done for Sprung or

19 anyone else, you were here for Mr. Lloyd's evidence,

20 and that, as a result of that discussion, Sprung, Tom

21 Lloyd, introduced you to BLT.

22 And then, of course, we know that BLT

23 and Green Leaf ultimately entered into a contract.

24 Were you aware that Rick Lloyd had recommended you to

25 Sprung?

1 MR. PAUL BONWICK: No. But if I may,  
2 I don't recall Mr. Lloyd's -- they were going to --  
3 Mr. Tom Lloyd's testimony. And we could bring up the  
4 transcript if you like, but I don't recall him -- that  
5 was the first I had heard of it, but I do not recall  
6 him saying the deputy mayor told him I could get the  
7 job done.

8 And, respectfully, I don't think Mr.  
9 Tom Lloyd introduced Green Leaf to BLT as a result of  
10 the alleged recommendation but rather the introduction  
11 was handled through Ms. Stec, who had worked with Mr.  
12 Lloyd in the past, Tom Lloyd, and brought Mr. Lloyd to  
13 my off -- office for an introduction.

14 Subsequently, there was one (1) or two  
15 (2) calls, at which time, Mr. Lloyd suggested that we  
16 sit with BLT, so I think that was the chronology of  
17 events.

18 MR. RYAN BREEDON: Okay. So, Tom  
19 Lloyd testified that he had this discussion with the  
20 deputy mayor. And, I mean, we can look at the  
21 transcript, but it speaks for itself what he -- what  
22 he said.

23 And Rick Lloyd testified that that may  
24 or may not have happened, he didn't recall, correct?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: All right. And you  
2 don't have any reason to dispute Tom Lloyd's evidence  
3 that this call happened?

4 MR. PAUL BONWICK: No.

5 MR. RYAN BREEDON: Okay. And so, my  
6 question for you was: Were you aware that Rick Lloyd  
7 had given a recommendation to Sprung about you?

8 MR. PAUL BONWICK: No.

9 MR. RYAN BREEDON: And the reason that  
10 BLT ultimately engaged Green Leaf was because of your  
11 expertise in municipal politics and politics  
12 generally, correct?

13 MR. PAUL BONWICK: I would suggest  
14 that it goes beyond that, but I would say that was  
15 part of the reason in engaging my Green Leaf, not me  
16 directly.

17 MR. RYAN BREEDON: Okay. And part --  
18 and -- and fair enough. There -- there were other  
19 reasons. Also, another reason for engaging Green Leaf  
20 was because you, Paul Bonwick, had connections through  
21 -- throughout the community?

22 MR. PAUL BONWICK: Relationships?  
23 Yes.

24 MR. RYAN BREEDON: Right. You -- you  
25 testified about this yesterday.

1 MR. PAUL BONWICK: Yeah.

2 MR. RYAN BREEDON: You understood the  
3 community and who the players were.

4 MR. PAUL BONWICK: We're in agreement.

5 MR. RYAN BREEDON: And you knew  
6 probably everybody in -- in town who was involved in  
7 these kinds of decisions?

8 MR. PAUL BONWICK: Most.

9 MR. RYAN BREEDON: And, obviously, you  
10 had connections on Council?

11 MR. PAUL BONWICK: Relationships.

12 MR. RYAN BREEDON: Okay. And you were  
13 being hired -- Green Leaf was being hired because you  
14 were going to assist in getting this transaction done?

15 MR. PAUL BONWICK: Yes.

16 MR. RYAN BREEDON: Okay. And so,  
17 regardless of what Ms. Stec's qualifications are, and  
18 I don't want to be taken to be trying to diminish  
19 those, the reason that BLT enters into a contract with  
20 Green Leaf is because of you?

21 MR. PAUL BONWICK: In part.

22 MR. RYAN BREEDON: Well, in the  
23 majority part?

24 MR. PAUL BONWICK: I can't speak on  
25 their behalf.



1 MR. RYAN BREEDON: All right.  
2 Certainly, when you went to meet with BLT to pitch  
3 your services you focussed on the things that we have  
4 just been speaking about, what -- what you, Paul  
5 Bonwick, could bring to this transaction?

6 MR. PAUL BONWICK: We, first of all,  
7 did not make a pitch. The discussion was back and  
8 forth in terms of what they were trying to achieve and  
9 how Green Leaf might help them.

10 There was a variety of matters that  
11 were discussed that particular day. In no small part,  
12 in fact, I would say in large part, was a collective  
13 strategy in terms of how they should position  
14 themselves, move aside any relationships I might have.

15 And I think that was something that  
16 they hadn't wrapped their heads around in terms of  
17 what's the best way to wrap up the package that you're  
18 trying to advocate or promote to the elected  
19 officials.

20 MR. RYAN BREEDON: Right. Based on  
21 your experience and knowledge and relationships with  
22 this community, you were in a special position to  
23 provide that advice to BLT?

24 MR. PAUL BONWICK: I don't know that I  
25 was in a special position. But I would agree that,

1 based on my knowledge of the community and my  
2 experiences over the last twenty-five (25) or thirty  
3 (30) years, that I brought a unique perspective to BLT  
4 in terms of how they should package what they were  
5 trying to accomplish.

6 MR. RYAN BREEDON: Right. It's the  
7 same -- we talked about this in -- in the last phase.  
8 It's -- it's the same reason why you would be  
9 attractive to PowerStream as opposed to say some  
10 consultant from Toronto, because you had a special  
11 knowledge and expertise in connection to this  
12 community that made you valuable for this transaction?

13 MR. PAUL BONWICK: But I think the  
14 testimony in evidence has also demonstrated that I've  
15 worked from Thunder Bay to Port Colborne to St.  
16 Catharines to Ottawa.

17 I think -- I don't want to marginalize  
18 my experiences and understanding of process to --  
19 specific to Collingwood, but rather I would suggest  
20 that it's broader than that.

21 MR. RYAN BREEDON: Oh, fair -- fair  
22 enough. You might be able to bring that expertise to  
23 transactions that were being contemplated in other  
24 communities. I understand that.

25 But in this transaction, what was being

1 contemplated was a transaction in Collingwood, and you  
2 had a special connection to Collingwood; that's why  
3 you were engaged, correct?

4 MR. PAUL BONWICK: Again, I can't  
5 speak on behalf of BLT. I think it was much broader  
6 than that, but...

7 MR. RYAN BREEDON: You testified  
8 yesterday that you disagreed with Mr. Houghton that  
9 this transaction would have happened regardless of  
10 your involvement. You remember that?

11 MR. PAUL BONWICK: Yes.

12 MR. RYAN BREEDON: All right. And --  
13 and that's because, once you were engaged by BLT, you  
14 started working -- and the way that you've described  
15 yesterday, we don't need to go through it all, but  
16 meeting with people and having discussions and -- and  
17 may -- taking advantage of your relationships in order  
18 to encourage the Town to move toward this transaction?

19 MR. PAUL BONWICK: I guess I would try  
20 to correct two (2) points on that. One (1) is I don't  
21 think I was taking advantage of any relationship, so I  
22 think I was -- had the opportunity through casual  
23 interaction to push a narrative that I thought was  
24 very positive for my client and, at the end of the  
25 day, very positive for the community.

1 MR. RYAN BREEDON: All right. And I  
2 wasn't trying to be critical or pejorative when I  
3 said, "taking advantage." But the point is that you  
4 told us that you were very involved in the community.  
5 You could go to social events where decision makers  
6 would be present.

7 You, because of your relationships,  
8 would be able to engage in discussions with different  
9 stakeholders. And as part of those discussions, you  
10 were able to advance this agenda on behalf of BLT?

11 MR. PAUL BONWICK: I like to think so.

12 MR. RYAN BREEDON: That's the value  
13 that you were adding to this proposition?

14 MR. PAUL BONWICK: In part.

15 MR. RYAN BREEDON: Okay. And -- and  
16 in addition to that, we've seen that you were in very  
17 frequent communication with Mr. Houghton?

18 MR. PAUL BONWICK: Yes.

19 MR. RYAN BREEDON: All right. And --  
20 and I know that you had a number of different business  
21 dealings with Mr. Houghton through this time. But  
22 certainly, one (1) of the things that you and Mr.  
23 Houghton discussed was this project?

24 MR. PAUL BONWICK: Yes.

25 MR. RYAN BREEDON: Right. And, of

1 course, Mr. Houghton, as the acting CAO, was very  
2 important in terms of the direction that would be  
3 presented to Council and potentially the direction  
4 that Council would take?

5 MR. PAUL BONWICK: He was one (1)  
6 figure that was the lead on this file.

7 MR. RYAN BREEDON: It is certainly  
8 more helpful to have the CAO onboard than to have the  
9 CAO being opposed to a transaction, correct?

10 MR. PAUL BONWICK: Generally speaking,  
11 I would agree with you.

12 MR. RYAN BREEDON: Right. And you  
13 also, we've seen, were in frequent discussion with Mr.  
14 Lloyd, Rick Lloyd?

15 MR. PAUL BONWICK: Yes.

16 MR. RYAN BREEDON: And you've told us  
17 -- we've heard that you've had a very close,  
18 longstanding relationship with Mr. Lloyd, yes?

19 MR. PAUL BONWICK: Yes. Sorry, I  
20 didn't...

21 MR. RYAN BREEDON: And one (1) of the  
22 things that you discussed with the deputy mayor was  
23 this transaction?

24 MR. PAUL BONWICK: There would have  
25 been discussion surrounding the matter before Council

1 as it relates to these recreational facilities, yes.

2 MR. RYAN BREEDON: Right. And that's  
3 before August 27th, right? So, before the matter is  
4 actually voted on by Council you had discussions with  
5 Rick Lloyd about the proposal?

6 MR. PAUL BONWICK: On a general level,  
7 I would say, yes.

8 MR. RYAN BREEDON: Again, it's  
9 certainly more helpful to have the deputy mayor on  
10 side than opposed if you're trying to get something  
11 through Council?

12 MR. PAUL BONWICK: Agreed.

13 MR. RYAN BREEDON: Right, especially  
14 Mr. Lloyd, who doesn't seem to have been a shrinking  
15 violet about his opinions?

16 MR. PAUL BONWICK: I suspect there  
17 were several people involved that were not shrinking  
18 violets about their opinions.

19 MR. RYAN BREEDON: And did you have  
20 discussions with your sister about this transaction  
21 before it went to Council on August the 27th?

22 MR. PAUL BONWICK: There would -- I  
23 would have had the opportunity, I'm sure, to have a  
24 general discussion about what Council -- what was before  
25 Council as it related to recreational needs, what was

1 transpiring.

2                   So, in answer to your question, there  
3 would have been opportunities for engagement or  
4 discussion from time to time with Ms. Cooper, as well.

5                   MR. RYAN BREEDON: Well, we know that  
6 there would have been opportunities because you could  
7 have picked up the phone at any time. My question  
8 was: Did you actually speak to your sister about the  
9 proposed Sprung transaction before August 27th?

10                  MR. PAUL BONWICK: Yes.

11                  MR. RYAN BREEDON: Okay. And, again,  
12 of course, it's helpful to have mayor onboard in  
13 support of a transaction if you're trying to get it  
14 passed by Council?

15                  MR. PAUL BONWICK: It would be  
16 important -- sorry. It would be important to have the  
17 mayor or any member of Council supporting a particular  
18 initiative; that's a fair statement.

19                  MR. RYAN BREEDON: And your -- your  
20 belief sitting here today is that those communications  
21 and the communications that you may have had with  
22 other members of the community actually made a  
23 difference in getting this proposal through Council?

24                  MR. PAUL BONWICK: I would agree that  
25 it helped.

1 MR. RYAN BREEDON: Sure. All right.

2 Now, one (1) of the aspects of this proposal that  
3 we've heard an awful lot about was -- is the fact that  
4 it was sole source as opposed to tender, correct?

5 MR. PAUL BONWICK: Correct.

6 MR. RYAN BREEDON: Right. And I think  
7 you'll agree with me that it was certainly  
8 advantageous to BLT to have this contract be awarded  
9 on a sole source basis?

10 MR. PAUL BONWICK: Yes.

11 MR. RYAN BREEDON: Right. Because if  
12 it -- if Council had decided to put it out for tender,  
13 then there's a risk that somebody else might get the  
14 contract?

15 MR. PAUL BONWICK: Yes.

16 MR. RYAN BREEDON: Right. And -- and  
17 you certainly understood that at the time?

18 MR. PAUL BONWICK: Yes.

19 MR. RYAN BREEDON: And because of your  
20 commission structure, it was advantageous to you to  
21 have this contract awarded on a sole source basis?

22 MR. PAUL BONWICK: Yes.

23 MR. RYAN BREEDON: And that was one  
24 (1) of the reasons why there was a significant effort  
25 to ensure that this matter was addressed by Council on



1 August the 27th and not postponed to a future meeting  
2 of Council?

3 MR. PAUL BONWICK: I don't know that,  
4 from our perspective, there was a significant effort  
5 for the 27th. I think that date was identified much  
6 earlier on by Council. And our efforts were focussed  
7 on the date that Council had prescribed, not a date  
8 that we had suggested.

9 MR. RYAN BREEDON: Shortly before the  
10 actual meeting on the 27th, there had been a  
11 suggestion by Councillor Gardhouse that at least the  
12 pool portion should be adjourned for a period of 90  
13 days to enable some additional investigations.

14 Do you recall that?

15 MR. PAUL BONWICK: I seen that, yes,  
16 in the court book.

17 MR. RYAN BREEDON: Right. And you  
18 knew at that time?

19 MR. PAUL BONWICK: I didn't recall it,  
20 but...

21 MR. RYAN BREEDON: Looking back at the  
22 court book, you can --

23 MR. PAUL BONWICK: Back at the court  
24 book, I can see that happened.

25 MR. RYAN BREEDON: You -- and you can

1 see that you knew it at the time because --

2 MR. PAUL BONWICK: Yes.

3 MR. RYAN BREEDON: -- you sent an  
4 email to Mr. Houghton about how to manage that issue?

5 MR. PAUL BONWICK: It appears to be  
6 the case.

7 MR. RYAN BREEDON: Ri --

8 MR. PAUL BONWICK: I couldn't recall  
9 what the details were around that email.

10 MR. RYAN BREEDON: Right. But that's  
11 what -- but that's what it -- that's what your email  
12 was about, right?

13 MR. PAUL BONWICK: I think earlier  
14 testimony suggested I couldn't recall the details  
15 surrounding the email. It was seven (7) years three  
16 (3) months ago, or four (4) months ago, so I couldn't  
17 properly describe what the intent of the email was.

18 MR. RYAN BREEDON: Well, looking back  
19 on it now and looking at the chronology, it certainly  
20 appears that the reason you were intervening was to  
21 ensure that this stayed on track and was decided by  
22 Council on August the 27th as opposed to being  
23 postponed.

24 MR. PAUL BONWICK: I would agree that  
25 it was our position -- when I say "ours," me as an

1 agent working with Green Leaf on behalf of BLT. It  
2 was in our best interest to ensure that the deadline  
3 prescribed by elected -- or by Council, was the day  
4 that actually the decisions were made.

5 MR. RYAN BREEDON: Right. Because you  
6 want to get the contract signed because the longer it  
7 goes on, you know, who knows what might happen, right?

8 MR. PAUL BONWICK: Agreed.

9 MR. RYAN BREEDON: I mean, that's just  
10 the way politics works.

11 MR. PAUL BONWICK: Business.

12 MR. RYAN BREEDON: Okay. Now, there's  
13 been an awful lot of evidence during this phase about  
14 the drafting of the staff report, and I do not intend  
15 to take you through any of those drafts unless you are  
16 anxious to do so, but you know that the staff report  
17 was changed on August the 24th to add the  
18 recommendation for sole sourcing for the first time.  
19 We've seen all of that.

20 MR. PAUL BONWICK: I've seen that.

21 MR. RYAN BREEDON: The earlier drafts  
22 talk about an RFP process, right?

23 MR. PAUL BONWICK: Again, through the  
24 court book I've seen that.

25 MR. RYAN BREEDON: Right.

1 MR. PAUL BONWICK: I didn't see it at  
2 the time.

3 MR. RYAN BREEDON: You -- you didn't  
4 get copies of any of those drafts at the time?

5 MR. PAUL BONWICK: Correct.

6 MR. RYAN BREEDON: Right. And -- and  
7 certainly from your experience in the municipal and  
8 also federal politics, and your interactions I'm sure  
9 with the Provincial Government, you are aware that it  
10 is much more typical for a government to put contracts  
11 out for tender.

12 MR. PAUL BONWICK: I would say that  
13 there is a -- there is a -- certainly a propensity to  
14 do RFPs, but there's also many, many occasions where  
15 governments, municipal, provincial, and federal, have  
16 sole sourced. I only have to look at the EPCOR  
17 situation in Collingwood as one.

18 MR. RYAN BREEDON: All right. The --  
19 now, do I understand your evidence to be that you did  
20 not have any discussions with Mr. Houghton about  
21 whether this contract would be issued on a sole-source  
22 basis prior to August the 27th?

23 MR. PAUL BONWICK: Not that I recall.  
24 I think -- I tried to try to explain that yesterday,  
25 that certainly the narrative, and I don't mean to play

1 on language -- but the narrative that we were  
2 promoting was that, based on the history of many  
3 councils -- that Council had a solution in front of it  
4 or was going to have a solution in front of it that  
5 they could arguably embrace should they have  
6 confidence in the project and be able to move it  
7 forward in a timely fashion, more specifically within  
8 their term of Council as opposed to either (a) not  
9 delivering anything, or (b) moving to something that  
10 would be arguably significantly more expensive. I'm  
11 talking obviously about the MURF.

12 MR. RYAN BREEDON: Okay. So we heard  
13 all that before now. My question for you is: Did you  
14 not have a discussion with Mr. Houghton about whether  
15 this contract would be put out to tender or RFP or  
16 whether it would be issued on a sole-source basis  
17 directly to BLT?

18 MR. PAUL BONWICK: No.

19 MR. RYAN BREEDON: How is that  
20 possible? I -- I mean, this is -- it was important --  
21 you -- you've testified, and obviously it was  
22 important to you, that BLT get the contract, correct?

23 MR. PAUL BONWICK: We've determined  
24 that.

25 MR. RYAN BREEDON: Right.

1 And it was important to you to avoid the contract  
2 being put out to tender.

3 MR. PAUL BONWICK: I don't know that -  
4 - to avoid it. I would submit again that it's  
5 certainly in the best interest, in my opinion, of the  
6 company that I was working with as well as, in my  
7 opinion, Council, to embrace a lower cost solution  
8 that would deliver for the residents of Collingwood.

9 MR. RYAN BREEDON: Set aside whether  
10 it was in Council's best interest. It was certainly  
11 in BLT's best interest to have the contract awarded  
12 directly so that there was no risk that they would  
13 lose it to a -- to be -- you know, to be undercut by  
14 some other bidder, right?

15 MR. PAUL BONWICK: I wouldn't use  
16 those words. I would say, yes, it was in the best  
17 interest of BLT and Sprung to secure the contract  
18 directly with the Town of Collingwood.

19 MR. RYAN BREEDON: Right. And it was  
20 in your best interest that BLT and Sprung secure the  
21 contract directly with the Town of Collingwood.

22 MR. PAUL BONWICK: Yes.

23 MR. RYAN BREEDON: Your personal best  
24 interest.

25 MR. PAUL BONWICK: My company's, and

1 at the end of the day that would be me as well.

2 MR. RYAN BREEDON: Right. And -- and  
3 it seems that there was some last minute discussion  
4 amongst the members of the Executive Management  
5 Committee about whether this contract would go for RFP  
6 or would be awarded on a sole-source basis. We've  
7 seen that.

8 And so are you telling this Inquiry  
9 that you never had a discussion with Mr. Houghton  
10 about this issue?

11 MR. PAUL BONWICK: I think I've tried  
12 to describe it to the best of my abilities, and I -- I  
13 go back to -- I think you need to go to your earlier  
14 comments about recognizing the chronology. You had  
15 Council identifying a specific date in terms of where  
16 they wanted staff to come back with. They gave them  
17 specific recommendations -- or not recommendations,  
18 directions in terms of what they wanted them to  
19 pursue.

20 In -- I've testified that in sidebar  
21 conversations during that period of time, I would have  
22 had several opportunities to have discussions with all  
23 people that might have been involved, or certainly  
24 some of the people that might have been involved, to  
25 talk about the importance of advancing the

1 recreational acquisitions in order to deliver to the  
2 community.

3 I think from a strategic perspective,  
4 you avoid using the term "sole source," but rather  
5 talk about embracing a solution that would satisfy the  
6 needs of the residents. And so to your point, words  
7 mean things and so I would have purposefully avoided  
8 using terms like "sole source," but rather embrace a  
9 solution that's in front of you and you're able to  
10 deliver upon.

11 MR. RYAN BREEDON: All right. Fair  
12 enough. So set aside whether you used the actual term  
13 "sole source."

14 Did you have a discussion with Mr.  
15 Houghton prior to August 27th about whether the Town  
16 intended to issue an RFP or put this contract out for  
17 tender?

18 MR. PAUL BONWICK: Not that I recall  
19 specific to issuing an RFP. Again, I -- I'm repeating  
20 it for the third time today and from yesterday, the  
21 narrative that I was pushing, or trying to  
22 communicate, was that Council had a solution in front  
23 of them.

24 If they were confident enough to  
25 embrace that solution, it would be one that they could



1 advance in a timely manner, which seemed to be a top  
2 priority for them, and so that was the kind of  
3 messaging that I was trying to deliver, not only to  
4 Mr. Houghton but arguably every member of Council that  
5 I would have had any interaction with during that  
6 period of time.

7 MR. RYAN BREEDON: And did you have a  
8 discussion as part of that narrative that, from your  
9 perspective, it would be better for the Town to just  
10 award the contract directly to BLT rather than incur  
11 the additional delay and expense of conducting an RFP  
12 or putting the contract out for tender?

13 Is that something that you discussed?

14 MR. PAUL BONWICK: I don't recall  
15 having that discussion with Mr. Houghton. Again,  
16 you're going back seven (7) years and change ago.

17 I recall having casual conversations  
18 with members of Council, either collectively or  
19 individually, about the history -- what the history  
20 has led to, what it's been unable to deliver over the  
21 course of the twenty (20) years, and simply put it in  
22 front of them that they have an opportunity to embrace  
23 a solution that's arguably a third of the cost of the  
24 other one that's in front of them, move aside an RFP,  
25 and that this represents potentially a great solution

1 to deliver the recreational amenities the community  
2 has been striving for for twenty (20) years.

3 MR. RYAN BREEDON: Well, weren't you  
4 concerned when you had that discussion that the  
5 Councillors, whoever they were that you were speaking  
6 to, might decide this is a great opportunity, we  
7 should put it out for tender to see if we can get a  
8 better price?

9 MR. PAUL BONWICK: I don't know that I  
10 was concerned. I -- I knew that was a option that  
11 Council very much could consider. As testimony -- as  
12 I provided testimony yesterday as it related to the  
13 discussions with BLT/Sprung, or BLT, that in fact any  
14 of the efforts, whether they be from myself, whether  
15 they be staff, whether they be the steering committee,  
16 you always have -- you always have to recognize that  
17 the authority of Council is either to RFP, do nothing,  
18 embrace the solution that's in front of them, or go to  
19 invited tenders.

20 Those are the things that Council --  
21 and, in fairness, Council can make that decision on  
22 the 27th or defer or do anything they want. That's  
23 the democratic process in which we work within.

24 MR. RYAN BREEDON: Right. I  
25 appreciate that. You knew that Council had all of

1 those options, but one (1) of those options we've seen  
2 is preferable for your client and for you.

3                   And so are you telling us that when you  
4 were having these discussions, you never suggested or  
5 tried to encourage Mr. Houghton or the other members  
6 of Council that they should go with the -- your  
7 preferred option, that is awarding it on a sole-source  
8 basis?

9                   MR. PAUL BONWICK: I think I've -- Mr.  
10 Breedon, I'm not trying to play on words. I think  
11 I've answered that for you. I've been very clear on  
12 the fact that in any of the opportunities that I had  
13 to discuss this particular matter, I would absolutely  
14 talk about the ability for Council to embrace a  
15 solution that is a third of the cost of what is before  
16 them currently.

17                   I would take the opportunity to remind  
18 them of the history of recreational initiatives in the  
19 community over the twenty (20) year period and try to  
20 reinforce the point that should Council have  
21 confidence in -- in this particular proposal, that  
22 they would be able to deliver within a timely fashion  
23 for the people of the Town of Collingwood. I think  
24 I've been quite clear on that.

25                   MR. RYAN BREEDON: All right. Well,

1 we have your evidence. We'll move on.

2 Can we look at Mr. Bonwick's closing  
3 submissions from Phase I, please?

4

5 (BRIEF PAUSE)

6

7 MR. RYAN BREEDON: And go --

8 THE HONOURABLE FRANK MARROCCO: It's  
9 on the screen now.

10 MR. RYAN BREEDON: Thank you. Go to  
11 page 8, and it should be the last paragraph.

12

13 (BRIEF PAUSE)

14

15 CONTINUED BY MR. RYAN BREEDON:

16 MR. RYAN BREEDON: So just read  
17 through that paragraph, and it carries on to the next  
18 page, Mr. Bonwick. Perfect.

19 MR. PAUL BONWICK: Can I just take a  
20 minute and read it?

21 MR. RYAN BREEDON: Certainly.

22 MR. PAUL BONWICK: Thanks.

23

24 (BRIEF PAUSE)

25

1 MR. PAUL BONWICK: Thank you.

2 MR. RYAN BREEDON: You wrote these?

3 MR. PAUL BONWICK: Yes.

4 MR. RYAN BREEDON: And you wrote that  
5 you took pride in the nonpartisan reputation you had  
6 developed over many years throughout the Simcoe  
7 region, as well as at Queen's Park and in Ottawa.

8 And that remained true in 2012?

9 MR. PAUL BONWICK: Yes.

10 MR. RYAN BREEDON: And you went on to  
11 say that you truly believed that the network of  
12 trusted relationships that you had developed, along  
13 with an understanding of regional issues, would lend  
14 significant value in the development of a strategic  
15 consolidation model for PowerStream within the region.

16 And that network of trusted  
17 relationships and understanding of regional issues is  
18 the same thing that we were talking about earlier this  
19 morning?

20 MR. PAUL BONWICK: Yes.

21 MR. RYAN BREEDON: Right. And so  
22 that's the same advantage that you were able to give  
23 to BLT in this transaction.

24 MR. PAUL BONWICK: I'm trying to  
25 understand the question. Sorry.

1 MR. RYAN BREEDON: Yeah. The -- the -  
2 - you -- you talk -- you talked in Phase 1 about how  
3 your network of trusted relationships and  
4 understanding of regional issues would lend  
5 significant value to PowerStream, and all I'm  
6 suggesting is it's -- that those same features lent  
7 significant value to BLT.

8 MR. PAUL BONWICK: I would agree those  
9 attributes lend value to any company that I would be  
10 working for.

11 MR. RYAN BREEDON: Okay. Then you go  
12 on to say that you were sensitive to the fact that  
13 your sister was the Mayor of Collingwood, and of  
14 course we know that your sister remained the Mayor of  
15 Collingwood in 2012. Yes?

16 MR. PAUL BONWICK: Yes.

17 MR. RYAN BREEDON: And -- and you  
18 wrote in Phase 1 that it was for that reason you  
19 recommended an unprecedented level of disclosure to  
20 PowerStream, and we heard all about that at the last  
21 phase. We don't need to repeat it.

22 Now, you didn't recommend an  
23 unprecedented level of disclosure of your involvement  
24 with BLT in this transaction, correct?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: And, in fact, we  
2 heard from Mr. Barrow that you didn't even tell BLT  
3 that the Mayor was your sister.

4 MR. PAUL BONWICK: That was his  
5 testimony.

6 MR. RYAN BREEDON: Right. And I think  
7 you testified yesterday that the reason that you  
8 didn't tell BLT was that you didn't want the contract  
9 to be awarded to you on the basis of your relationship  
10 with the Mayor?

11 MR. PAUL BONWICK: Yes, in part. The  
12 reality is, I think -- I think the Inquiry is to a  
13 large extent aware of my work history, my level of  
14 involvement in terms of politics, both in the private  
15 and the public sector, the various offices that I've  
16 held, and I would submit, based on that history and my  
17 track record, that companies hire me or hire my  
18 company as a result of the things I bring to the  
19 table, not the fact that I happen to have a sibling  
20 sitting on a municipal council.

21 MR. RYAN BREEDON: That wasn't my  
22 question though. My question was that the reason that  
23 you didn't tell BLT that your sister was the Mayor was  
24 because you -- you didn't want them to give you the  
25 job because of that relationship. Is that -- is that

1 right?

2 MR. PAUL BONWICK: No.

3 MR. RYAN BREEDON: Okay. I was --  
4 that's what I understood your evidence yesterday to  
5 be. So why did you not tell BLT that the Mayor was  
6 your sister?

7 MR. PAUL BONWICK: Reflecting back on  
8 it, I think I've answered it to some degree in terms  
9 of -- a company is engaging Green Leaf, or by  
10 connection me through Green Leaf, as a result of what  
11 I bring to the table in terms of my work history, my  
12 understanding, my approach to strategic thinking and  
13 planning.

14 You also want to convi -- or you also  
15 want to be sensitive to the fact you do not want to be  
16 hired, you do not want your company engaged, or them  
17 thinking that somehow because your sister, or you have  
18 a sibling on Council -- that would motivate them to  
19 engage you in some manner of speaking, and so you try  
20 to keep that bias out of it on this particular  
21 transaction.

22 MR. RYAN BREEDON: Right. And that  
23 was all that -- that was all -- those same  
24 considerations were in play when PowerStream retained  
25 you.



1 MR. PAUL BONWICK: Well, in fairness,  
2 PowerStream was the first large transaction that I had  
3 become involved with where the Municipality was going  
4 to be directly involved. Based on my sibling being  
5 Mayor, it was my understanding that they certainly  
6 would have known, me going into the first meeting,  
7 that my sister was the Mayor.

8 I understand -- if I can look back  
9 through Part 1 testimony, I believe Mr. Houghton had  
10 indicated that but I'm not positive about it. I'd  
11 have to go back through Part 1 and review that. But  
12 at the end of the day, I was going to be taking a  
13 profile position with the PowerStream proposal, or  
14 initiative, and for those reasons, and obviously for  
15 the discussion with Mr. Bentz, felt that it was  
16 appropriate to bring forward this unprecedented level  
17 of disclosure.

18 I think you need to follow the weeks or  
19 months that took place after that unprecedented level  
20 of disclosure where there was no feedback, positive or  
21 negative, about the disclosure, but rather that took  
22 place in 2013 and 2018 and the five (5) years in  
23 between, and so the efforts that we went to for  
24 disclosure did not appear to have any significant  
25 relevance in Part 1, certainly during that period of

1 time, so not having any significant relevance during  
2 that period of time, and I'm glad we did it now, but  
3 that would lead you to -- there's no need to continue  
4 down that path because I've -- the disclosure to the  
5 largest extent was centered around whether or not it  
6 would put a sibling in a conflict of interest.

7                   And so to bring that to the community's  
8 attention or the Municipality's attention, based on  
9 all of the information, and there was no exception to  
10 this, based on the feedback that I got from  
11 PowerStream, from the Municipality, there is no  
12 conflict of interest as it relates to having a sibling  
13 on Council, and so it causes you to rethink future  
14 initiatives in terms of how you're going to deal with  
15 them.

16                   MR. RYAN BREEDON:    Finished?   Okay.

17                   Let's unpack that a little bit.  You  
18 testified that in the case of PowerStream you wanted  
19 to be sure that you were being retained because of the  
20 services and the value that you could provide and not  
21 because of your connection with your sister.

22                   Is that -- do I have that correct?

23                   MR. PAUL BONWICK:    Yes.

24                   MR. RYAN BREEDON:    Okay.  And I'll  
25 suggest to you that that exact same consideration

1 applied when you were being retained by BLT, correct?

2 MR. PAUL BONWICK: Not necessarily. I  
3 think you look at every file individually, you look at  
4 the rules that govern your activities and you make an  
5 assessment in terms of how you're going to conduct  
6 yourself related to that file based on uniqueness of  
7 any given file.

8 MR. RYAN BREEDON: Okay, listen to my  
9 question.

10 My question was: When BLT was going to  
11 retain you, the same considerations that we just  
12 talked about, that is the fact that they were  
13 retaining you because of the value that you could  
14 provide and not because of your connection with your  
15 sister was in play, correct?

16 MR. PAUL BONWICK: I think it's  
17 unfortunate that you're not hearing me.

18 I'm trying to tell you or explain to  
19 you that you view every file individually, you work  
20 within the confines of the rules that are in place at  
21 that time, and you make strategic decisions or  
22 recommendations based on how you want to position  
23 yourself in that particular file.

24 We had just come out of a Part 1  
25 hearing where all of this disclosure had resulted in

1 no other feedback than there's not a conflict of  
2 interest. And so that will guide you in future  
3 transactions if you're involved in them.

4 MR. RYAN BREEDON: Did you want BLT to  
5 retain you because of your connection with your  
6 sister, or not?

7 MR. PAUL BONWICK: I obviously did not  
8 want BLT to retain me as a result of any relationship  
9 specific to my sister, for the very fact that it  
10 wasn't a discussion item during the time we were  
11 sorting out how we were going to work together.

12 MR. RYAN BREEDON: You wanted -- if  
13 BLT was going to retain you, you wanted BLT to retain  
14 you because of the value that you brought to the  
15 table, correct?

16 MR. PAUL BONWICK: In part.

17 MR. RYAN BREEDON: Well, not because  
18 you happened to be the brother of the Mayor?

19 MR. PAUL BONWICK: No. I think I've,  
20 again, not wanting to waste the Inquiry's time, I  
21 think I've explained this to you in significant detail  
22 in your earlier questions in terms of why I thought  
23 Green Leaf and BLT would work well together in not  
24 only advancing the issue or the opportunities in  
25 Collingwood, but across the province.

1 MR. RYAN BREEDON: Right.

2 And so you told me a minute ago -- or  
3 now maybe a few minutes ago -- that the reason that  
4 you made the recommendation for the unprecedented  
5 level of disclosure in the case of PowerStream was  
6 because you wanted to ensure that you were being  
7 retained for the services that you could provide to  
8 PowerStream, and not for your connection with your  
9 sister, correct?

10 MR. PAUL BONWICK: Correct. And I  
11 believe that testimony and evidence has clearly  
12 demonstrated in Part 1, recognizing that PowerStream  
13 is a publically-owned corporation, you have  
14 significant depth in terms of the Executive Management  
15 Team, not only the Executive Management Team, but the  
16 Board of Directors, that clearly engaged Compenso, and  
17 Paul Bonwick through Compenso, for the strengths that  
18 Paul Bonwick brings to the table, they're not a --  
19 PowerStream is not hiring somebody simply because they  
20 have a sibling sitting on Council.

21 MR. RYAN BREEDON: Right. And -- and  
22 all I am suggesting to you is that exact same  
23 consideration applied when you were entering into  
24 business with BLT. There's no difference between when  
25 PowerStream retained you and when BLT retained you the

1 year -- a year later.

2 MR. PAUL BONWICK: And perhaps it's --  
3 it's me not communicating it well enough or you not  
4 understanding it, but I'm telling you that every file,  
5 there's not a cookie cutter, every file was looked at  
6 differently. You think about it strategically, you  
7 work within the rules that are in place and you make a  
8 recommendation in terms of how things should be  
9 approached, based on the uniqueness of each and every  
10 file you work on.

11 Some files you're very much in the  
12 public eye, some files you're not in the public eye at  
13 all and the idea of that is you assess where you can  
14 best service the client and -- and advance that.

15 And again, I want to go back to what  
16 happened in Part 1, or what happened during the  
17 transaction with the 50 percent share of Collus.

18 Unprecedented disclosure, no feedback  
19 on the disclosure other than the sibling is not in  
20 conflict of interest. And so that is going to have an  
21 impact in terms of how you look at future files.

22 MR. RYAN BREEDON: So is it your  
23 evidence, sir, that the reason that there was no  
24 disclosure made to the Town, with the exception of  
25 your discussions with Mr. Houghton, of your

1 involvement with BLT is because there had not been any  
2 feedback with respect to your involvement with  
3 PowerStream?

4 MR. PAUL BONWICK: That's part of the  
5 consideration. Part of the consideration as well, Mr.  
6 Breedon, was there has been ample testimony and  
7 evidence that's demonstrated that this was becoming a  
8 very contentious political issue. You had a \$35  
9 million plus option on the table in front of Council;  
10 you had companies that potentially had significant  
11 economic gain to be made as a result of the \$35  
12 million solution; you had people that were involved,  
13 move aside any of the monetary considerations, that  
14 were incredibly passionate about delivering this Taj  
15 Mahal \$35 million solution integrated recreational  
16 facility.

17 And so you want to look at the entire  
18 environment and say how do I best work within that  
19 environment to advance the cause, to advance BLT's  
20 position.

21 And I submitted that the best way for  
22 me to do that was to have Ms. Stec as the lead in  
23 dealing with the Municipality on -- on an ongoing  
24 basis. On any of the strategic decisions I would have  
25 the input or be able to provide the direction, and

1 that in a less public manner, I would be able to  
2 engage at opportunities that were available and  
3 promote the idea that Collingwood Council had an  
4 option in front of them to embrace that would have  
5 been a third of the price or less, that would allow  
6 them to deliver.

7                   And so all of those things go into the  
8 consideration of how you're going to position yourself  
9 on a particular file.

10                   MR. RYAN BREEDON:   And so is it -- is  
11 it -- do I understand your evidence to be -- I'm --  
12 I'm reading between the lines, so correct me if I'm  
13 wrong here, but that because of who you are, you  
14 thought that if it was publically known that you were  
15 involved in this transaction that that would become a  
16 controversial matter?

17                   MR. PAUL BONWICK:   It had the  
18 potential to become controversial, but I don't think  
19 that's what I said. I think you -- you're -- you're  
20 looking for a narrative that will feed your position.

21                   What I'm trying to do is explain to you  
22 in some detail that you assess every file on its own  
23 merits and you try to develop a strategy that will  
24 advance that particular initiative, working within the  
25 rules that govern your activities.



1 MR. RYAN BREEDON: Right. And what  
2 you just said a minute ago is that in this particular  
3 case, set aside all of the other files, dealing with  
4 this file, the BLT file, that at the time it was a  
5 charged political issue, correct?

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: Okay. And because  
8 of that, maybe amongst other considerations, but  
9 because of that you concluded that it would be better  
10 if you were not in the -- the public eye on this  
11 transaction.

12 MR. PAUL BONWICK: I think reflecting  
13 back it was my suggestion that the issues that needed  
14 to be profiled in front of Council were specific to a  
15 solution that they could embrace that would allow them  
16 to deliver within their term, versus a \$35 million  
17 solution.

18 That's what I felt were the two (2)  
19 main things that needed to be profiled within the  
20 community and, in fact, in front of Council.

21 MR. RYAN BREEDON: Right. And you  
22 told us a minute ago that -- and -- and because of  
23 this political controversy around this issue, in the  
24 community, and people having strong opinions on both  
25 sides, all the rest of it, we've -- we've heard a lot

1 of evidence about this, but that because of that you  
2 decided that it would be better to have Ms. Stec be  
3 the -- the public face and you work more behind the  
4 scenes. Is that right?

5 MR. PAUL BONWICK: No, I don't know  
6 that it was necessarily the public face. I -- again,  
7 in your absence yesterday I clarified that I had  
8 several other initiatives underway, that I was busy  
9 not only here, but in other places across the  
10 province, and that the day-to-day activities that  
11 would require Ms. Stec's attention would be dealt with  
12 through that. But from a strategic planning  
13 perspective or from a communications perspective, I  
14 would be active on that front.

15 MR. RYAN BREEDON: Right. And -- and  
16 your involvement would not be made public because you  
17 knew that there was a risk that that would become a  
18 part of the political controversy.

19 MR. PAUL BONWICK: I can only repeat  
20 what I've told you. It was my opinion that to keep it  
21 as simple as possible, that was part of the proposal  
22 as well, to have in front of Council, to have in front  
23 of the community at the end of the day, what was  
24 effectively two (2) options; one was a \$12 million  
25 solution, one was a \$35 million solution. One was a

1 solution that could meet Council's timelines and be  
2 delivered within their term of office, one was  
3 something that was not.

4 That's where my mind was and that was  
5 the narrative that I tried to push.

6 MR. RYAN BREEDON: Right. And you --  
7 part of the keeping it as simple as possible is  
8 avoiding any controversy about the involvement of Paul  
9 Bonwick in one of the two (2) options, correct?

10 MR. PAUL BONWICK: Part of keeping it  
11 as simple as possible is thinking strategically about  
12 how you're going to advance the file.

13 What I'm saying to you, and again I  
14 think it's the third or fourth time now, the  
15 assessment was made to try to keep this as  
16 straightforward and simple as possible. There are two  
17 (2) solutions currently in front of and let's not  
18 deflect or redirect, these are the two (2) important  
19 considerations for the people of Collingwood and the -  
20 - and Council at the end of the day and that's where  
21 they should be focussed.

22 MR. RYAN BREEDON: Did you not think  
23 that given that there was a risk that if your  
24 involvement became known it would be controversial;  
25 that that suggested that more transparency was

1 warranted in this case?

2 MR. PAUL BONWICK: No.

3 MR. RYAN BREEDON: Were you not  
4 concerned that the optics of this situation would be  
5 very bad if it became known to the public that unlike  
6 in PowerStream where you made what you have described  
7 as the unprecedented level of disclosure, that in this  
8 case you made no disclosure.

9 Were you not concerned about that?

10 MR. PAUL BONWICK: So, two (2) points,  
11 I think, to your questioning.

12 One, to suggest I made no disclosure, I  
13 had interactions with Mr. Houghton. Mr. Houghton has  
14 acknowledged that I made him aware of the fact that I  
15 was -- that Green Leaf was engaged with BLT. I  
16 believe BLT or Mr. Sprung notified Mr. Houghton of  
17 that particular scenario.

18 Moving that issue aside and going to  
19 the general public, every issue, any matter that I'm  
20 involved with in the Town of Collingwood, or for that  
21 matter any matter that's of some substance before  
22 Council has the ability for critics to point fingers  
23 and say that person shouldn't have been involved, that  
24 person's influencing.

25 I like to believe that the overwhelming

1 majority of the population does not buy into that  
2 theory or that type of conspiracy theory, but rather  
3 they believe that people are working in the best  
4 interests of the community, whether they're on  
5 Council, working for Council or in the private sector.

6           And so I think by my reputation and the  
7 fact that I've been elected to Council and elected to  
8 Parliament on a couple of occasions, that people had  
9 confidence that I, if I'm involved in something, would  
10 be bringing value or doing something that I thought  
11 was in the best interests of the municipality.

12           So I -- I don't agree with your point  
13 that the community would somehow respond  
14 overwhelmingly negative because I'm involved in a  
15 particular file.

16           I go back to my earlier comments, you  
17 view every file in isolation, you take extenuating  
18 considerations from the Part 1 Inquiry, and you devise  
19 a strategy that will keep this as simple and  
20 straightforward as possible for the consideration of  
21 the people of Collingwood, as well as the elected  
22 officials, and that's what we did.

23           MR. RYAN BREEDON:   When you made this  
24 assessment, when you viewed this file in its entirety  
25 and came to that conclusion, did you not think that

1 you should consult your client about its view  
2 regarding whether or not additional disclosure should  
3 be made?

4 MR. PAUL BONWICK: As evidence has  
5 demonstrated, as testimony has clarified, there was  
6 significant interaction between Green Leaf and BLT.

7 BLT, Sprung were also having meetings  
8 with staff and at no point in any of the evidence or  
9 testimony that's been before this inquiry was the  
10 issue of disclosure raised during that period of time,  
11 neither by BLT, nor by the Town of Collingwood.

12 MR. RYAN BREEDON: So Mr. Barrow  
13 testified that when he learned that you were the  
14 brother of the Mayor, he was shocked.

15 Do you remember that?

16 MR. PAUL BONWICK: No.

17 MR. RYAN BREEDON: Can we look at the  
18 transcript, August 3rd, (sic) page 277, please? Line  
19 11.

20 You'll see I asked Mr. Barrow:

21 "When you discovered that Mr.

22 Bonwick was the --

23 THE HONOURABLE FRANK MARROCCO: I'm  
24 sorry to interrupt, it's October 3rd, I think. That's  
25 the date of this transcript, correct?

1 MR. RYAN BREEDON: Yes.

2 THE HONOURABLE FRANK MARROCCO: Thank  
3 you.

4

5 CONTINUED BY MR. RYAN BREEDON:

6 MR. RYAN BREEDON: I asked Mr. Barrow  
7 when he testified:

8 "When you discovered that Mr.  
9 Bonwick was the Mayor's brother, I  
10 think you testified earlier today  
11 that you thought it was strange."

12 And Mr. Barrow says:

13 "Not strange, I thought I was a  
14 little bit shocked."

15 Go down. And then you'll see at line  
16 22:

17 "I may have written the wrong thing  
18 down. Why were you shocked?"

19 And Mr. Barrow says:

20 "Well, I was surprised that I didn't  
21 know this."

22 Keep going. Why? The answer, they're  
23 brothers, brother and sister. And then you'll see he  
24 continues down at line 9.

25 "I'm surprised that nobody at that

1 point had told me."

2 And then I said -- I asked Mr. Barrow:

3 "I suppose you were surprised that

4 Mr. Bonwick hadn't told you."

5 Answer: "Correct."

6 Do you see that?

7 MR. PAUL BONWICK: Yes.

8 MR. RYAN BREEDON: Right. And so the  
9 point is, as -- as you've testified yourself, you --  
10 you didn't disclose to BLT that you had this  
11 relationship with the Mayor.

12 MR. PAUL BONWICK: I couldn't recall  
13 whether it had happened or not. It didn't happen at  
14 that meeting, I can buy into that, but I don't recall  
15 the exact discussions that took place, but I do not  
16 recall making that disclosure.

17 MR. RYAN BREEDON: All right. Well,  
18 he says the disclosure wasn't made. You don't  
19 disagree with that?

20 MR. PAUL BONWICK: I just said that.

21 MR. RYAN BREEDON: Okay. And -- and  
22 so therefore you didn't have a discussion with BLT  
23 about whether any further disclosure should be made to  
24 the Town?

25 MR. PAUL BONWICK: But I do not



1 understand at what point Mr. Barrow became aware of  
2 the fact -- when he did become aware of the fact that  
3 I had a sibling sitting on Council.

4 I think if you refer to earlier  
5 evidence, leading up to the introduction by Mr. Tom  
6 Lloyd, Mr. Tom Lloyd had, through his research,  
7 determined that I had a relationship or a sibling on  
8 Council.

9 Mr. Lloyd, I believe, was part of the  
10 initial meeting that we had with BLT and so while I  
11 didn't bring it up, one would assume that they knew.

12 That being said, I think you'd want to  
13 read the rest of Mr. Barrow's comments or the rest of  
14 the transcript if you're going to pull bullets out,  
15 and I believe he gets into the point of it didn't  
16 raise concern for him because he didn't think it had  
17 any impact on it.

18 MR. RYAN BREEDON: Did you ever have a  
19 discussion with BLT at any time about whether  
20 disclosure should be made to the Town of your  
21 involvement with this -- in this transaction?

22 MR. PAUL BONWICK: I don't believe I,  
23 nor they, brought it up as a matter of interest during  
24 our engagement.

25 MR. RYAN BREEDON: So, the answer is,

1 no, there was never a discussion?

2 MR. PAUL BONWICK: I just answered  
3 your question.

4 MR. RYAN BREEDON: All right. And --  
5 and you had told us before and you've repeated it many  
6 times that you went through a case-specific analysis  
7 to decide what level of disclosure would be  
8 appropriate in this case, and you've explained all of  
9 that.

10 And so, my question is: Did you not  
11 think it was important to involve your client in that  
12 analysis?

13 MR. PAUL BONWICK: So, again, we had a  
14 working relationship where there was lots of  
15 communication back and forth. I told you -- rather  
16 than changing the words, what I had told you is you  
17 view every file on an independent basis.

18 There was considerations that had come  
19 out of part 1, but you view every file on an  
20 individual basis in terms of how you advance it within  
21 the rules that are in place or that govern your  
22 actions.

23 Mr. Barrow, BLT, Green Leaf had su --  
24 substantial interaction back and forth in terms of  
25 emails and phone calls. And neither BLT considered it

1 an issue or Green Leaf considered it enough of an  
2 issue to actually focus on that in terms of  
3 discussion.

4 MR. RYAN BREEDON: Well, if BLT didn't  
5 know about it, then they couldn't have raised it as an  
6 issue, correct?

7 MR. PAUL BONWICK: Well, in terms of  
8 disclosure, there's two (2) elements to what you're  
9 describing, I suspect. One (1) is disclosure that my  
10 sister sits on Council or disclosure that I'm going to  
11 become a spokesperson or public advocate for BLT.

12 They're two (2) separate matters there. They're  
13 integrated, but they're two (2) separate matters --

14 MR. RYAN BREEDON: Well --

15 MR. PAUL BONWICK: -- in my opinion.

16 MR. RYAN BREEDON: -- if BLT didn't  
17 know that your sister was on Council, they wouldn't  
18 have been alerted to the fact to at least consider  
19 whether some disclosure might have to be made about  
20 your involvement?

21 MR. PAUL BONWICK: So, did Mr. Barrow  
22 indicate at what point he was made aware of the fact  
23 that my sister was on Council?

24 MR. RYAN BREEDON: The way this works,  
25 Mr. Bonwick, is I get to ask the questions. And my

1 question is: Will you agree that, if BLT didn't know  
2 that your sister was on Council, they couldn't have  
3 raised the question of whether some additional  
4 disclosure should be made?

5 MR. PAUL BONWICK: Mr. Breedon,  
6 respectfully, if I'm not understanding your line of  
7 questioning or looking for more information, I think I  
8 have the right to ask you a question to expand on the  
9 clarity of that.

10 My point was I do not know at what  
11 point Mr. Barrow became aware of the fact, but I  
12 suspect it was prior to Council voting on the  
13 transaction.

14 MR. RYAN BREEDON: Do you know that?

15 MR. PAUL BONWICK: I believe that to  
16 be the case.

17 MR. RYAN BREEDON: Certainly, you  
18 never suggested to BLT -- you never ha -- you never  
19 raised with BLT the fact that your sister was on  
20 Council as a reason for considering whether any  
21 disclosure should be made.

22 It's just not a discussion that you had  
23 with BLT?

24 MR. PAUL BONWICK: The discussion did  
25 not come up from me, nor from BLT, during the entire

1 time Green Leaf was engaged.

2 MR. RYAN BREEDON: And looking back on  
3 this, do you think that you should have made  
4 disclosure to BLT at the outset to make sure that they  
5 knew about your relationship with the mayor?

6 MR. PAUL BONWICK: No.

7 MR. RYAN BREEDON: Now, moving away  
8 from BLT, not only did you not tell them, you didn't  
9 tell your sister that you were engaged in this  
10 transaction?

11 MR. PAUL BONWICK: That's my  
12 recollection.

13 MR. RYAN BREEDON: And so, certainly,  
14 as of August the 27th, when Council decided, you had  
15 not made any disclosure to Mayor Cooper?

16 MR. PAUL BONWICK: That's my  
17 recollection.

18 MR. RYAN BREEDON: And did you not  
19 think that you should make some disclosure to your  
20 sister?

21 MR. PAUL BONWICK: Clearly not, or I  
22 would have.

23 MR. RYAN BREEDON: Did you consider  
24 it?

25 MR. PAUL BONWICK: I suspect at the

1 time I did, but you're going back seven (7) years ago.  
2 There had to be a reason why I did not disclose that  
3 or think it was important enough to disclose at that  
4 time.

5 MR. RYAN BREEDON: Do you know what  
6 that reason was?

7 MR. PAUL BONWICK: I think I've  
8 described it in my earlier testimony in terms of how I  
9 was approaching this file in terms of my role versus  
10 Green Leaf's role.

11 MR. RYAN BREEDON: Now, you were in  
12 politics for a long time. And I -- I'm sure you will  
13 have had the experience of being surprised by some  
14 fact that comes to light, you know, when you were  
15 contacted by the press or some such thing?

16 MR. PAUL BONWICK: I -- it would be  
17 impossible for me to count the number of times I was  
18 surprised while I was in elected office.

19 MR. RYAN BREEDON: And I think you  
20 would agree that, from the perspective of somebody  
21 sitting in office, it is much better to know in  
22 advance than to be surprised by things that might come  
23 to light?

24 MR. PAUL BONWICK: I think I could  
25 give you some examples if you're interested. I can

1 recall being in Parliament and having discussions in  
2 social environments with lawyers that would be sitting  
3 at the table advancing a particular policy initiative  
4 or particular direction of government only to learn  
5 down the road that that lawyer is from the same firm  
6 as the firm acting on behalf of some particular policy  
7 initiative.

8                   And so, in terms of surprised, I don't  
9 know if I would use that word, but you start to  
10 understand that there's relationships attached to most  
11 files.

12                   MR. RYAN BREEDON:    So, my question  
13 was, you'll just agree that it is better, if you're  
14 the elected official, to know about whatever the  
15 controversy is rather than to be surprised by it?

16                   MR. PAUL BONWICK:    Not necessarily at  
17 the time.

18                   MR. RYAN BREEDON:    Okay.  You knew  
19 that in August -- in -- in August of 2012, after the  
20 Council decision was made, there was significant  
21 controversy in the community about that decision?

22                   MR. PAUL BONWICK:    I would word it --  
23 sorry, my apologies.  I would word it differently than  
24 that.  I think there was significant push-back from a  
25 group of citizens that had a vested interest in moving

1 the \$35 million solution forward.

2 And that created the envir -- and that  
3 environment was consistent before the August 27th  
4 decision and remained consistent after that decision.

5 MR. RYAN BREEDON: And -- but part of  
6 those discussions in August and September of 2012 by  
7 those interested parties concerned your involvement in  
8 the transactions. You're aware of that?

9 MR. PAUL BONWICK: I wasn't aware of  
10 that leading up to the transaction.

11 MR. RYAN BREEDON: After the  
12 transaction?

13 MR. PAUL BONWICK: Again, I am aware  
14 of the fact now that there was people that were  
15 identifying any role that I played as negative.

16 MR. RYAN BREEDON: Right. You knew in  
17 late August, after the decision was made, or early  
18 September, that there were people contacting members  
19 of Council asking, amongst other things, about your  
20 role in the transaction?

21 MR. PAUL BONWICK: Not a lot of that  
22 information was shared with me.

23 MR. RYAN BREEDON: But you knew that  
24 some of it -- you -- you -- some of it was shared with  
25 you?



1 MR. PAUL BONWICK: I don't recall very  
2 much information giving me feedback during the month  
3 of September or October related to my involvement from  
4 staff or from members of Council.

5 MR. RYAN BREEDON: So, is it your  
6 evidence that you were completely unaware that there  
7 were members of the community making inquiries about  
8 your involvement with the Sprung transaction in August  
9 or September of 2012?

10 MR. PAUL BONWICK: In the early days,  
11 I don't recall being made aware of that.

12 MR. RYAN BREEDON: Okay. When were  
13 you made aware of that?

14 MR. PAUL BONWICK: I don't -- didn't  
15 write it down in a diary or make a notation on my  
16 computer. At some point following the transaction, I  
17 became aware of the fact that Mr. Berman, primarily  
18 Mr. Berman, had been making a number of different FOI  
19 requests, and some of them specific to any involvement  
20 that I may have had.

21 MR. RYAN BREEDON: Right. And when --  
22 when approximately -- I don't need a date, but are we  
23 talking the fall of 2012 you became aware of that?

24 MR. PAUL BONWICK: I would think that  
25 would be reasonable.

1 MR. RYAN BREEDON: All right. And at  
2 that time, did you think, I should tell my sister  
3 about my involvement in this case so that she can get  
4 out ahead of this issue?

5 MR. PAUL BONWICK: Repeat the  
6 question, please?

7 MR. RYAN BREEDON: Well, maybe I'll  
8 ask a simpler question. When you became aware that  
9 Mr. Berman was making inquiries and trying to  
10 understand what involvement you may have had in this  
11 transaction, did you tell your sister about your  
12 involvement with BLT?

13 MR. PAUL BONWICK: No.

14 MR. RYAN BREEDON: Okay. Why not?

15 MR. PAUL BONWICK: I didn't -- I will  
16 have to assume that, based on my assessment during  
17 that period seven (7) years ago, that I didn't feel it  
18 would necessarily offer any value to her.

19 MR. RYAN BREEDON: Did you not think  
20 that she would be better off knowing about your  
21 involvement given that this was becoming an issue?

22 MR. PAUL BONWICK: At that time,  
23 obviously not, or I would have.

24 MR. RYAN BREEDON: All right. And  
25 when the CBC broke the story that the OPP was

1 investigating this in 2013, you were certainly aware  
2 of that?

3 MR. PAUL BONWICK: I was informed of  
4 the OPP investigation by the CBC.

5 MR. RYAN BREEDON: Right. And did you  
6 -- and you knew that the OPP investigation involved  
7 both the Collus transaction and the Sprung  
8 transaction?

9 MR. PAUL BONWICK: When the CBC  
10 reporter called me, from what I can remember of the  
11 conversation, and I think I've spoke in terms of how I  
12 received that call and where I was, I do not -- the  
13 largest focus on that call was the Collus share  
14 transaction.

15 I believe he referred to two (2) or  
16 three (3) other matters. And he may have asked me at  
17 that time, and I really -- that -- I -- I shouldn't  
18 speculate on what he asked me at that time.

19 The bulk of the conversation seemed --  
20 seemed to be centred around my relationship with the  
21 mayor and my involvement primarily with the Collus  
22 transaction.

23 MR. RYAN BREEDON: And is this Mr.  
24 Seglins who you were talking to?

25 MR. PAUL BONWICK: I believe so. I

1 didn't -- it was a phone call, but I think that's who  
2 he identified himself as.

3 MR. RYAN BREEDON: You became aware in  
4 2013 that one (1) of the issues that was being  
5 investigated was the Sprung transaction?

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: Right. And did you  
8 tell your sister then that you had, in fact, been  
9 involved in the Sprung transaction?

10 MR. PAUL BONWICK: No. The -- by the  
11 time I was made aware that there was an OPP  
12 investigation underway commencing sometime in March of  
13 2013, I had engaged a lawyer. And the lawyer had --  
14 it -- I've got to be careful about this.

15 MR. RYAN BREEDON: All right. So, he  
16 --

17 MR. PAUL BONWICK: So, the advice that  
18 I was provided and the understanding that I had was  
19 that it would be best not to communicate on matters  
20 with your sibling or others that might be involved  
21 while the OPP investigation was underway.

22 MR. RYAN BREEDON: All right. And so  
23 -- and I take it that those same reasons held in 2018  
24 when the CBC published the information to obtain and  
25 the -- some of the investigative materials obtained by

1 the OPP became public?

2 MR. PAUL BONWICK: I would assume --  
3 sorry. As of 2018, fully five (5) years after the  
4 initial allegations -- or complaints were put before  
5 the OPP, it was my understanding in 2018, as a result  
6 of both CBC and interaction between my lawyer and the  
7 OPP, that the file had not been closed at that time.

8 MR. RYAN BREEDON: Right. And so,  
9 therefore, you did not want to have any discussions  
10 with your sister at that time about the issues?

11 MR. PAUL BONWICK: You very much want  
12 to be cautious about any interaction or conversations  
13 you're having related to those matters with other  
14 interested parties.

15 MR. RYAN BREEDON: Right. Let's turn  
16 to the Deputy Mayor Lloyd. Your evidence -- maybe it  
17 was because of the transcript because I wasn't here  
18 yesterday, but I found it a little confusing.

19 Did the deputy mayor know about your  
20 involvement with BLT?

21 MR. PAUL BONWICK: You would have to  
22 ask him that.

23 MR. RYAN BREEDON: Well, he testified  
24 that he didn't. And your evidence was that -- as I  
25 understood it, is that you thought he did. Is that

1 right?

2 MR. PAUL BONWICK: I think my  
3 testimony yesterday speaks for itself.

4 MR. RYAN BREEDON: Well, that's why  
5 I'm asking, because I didn't understand it. So, do  
6 you believe that the deputy mayor knew about your  
7 involvement with BLT, or no?

8 MR. PAUL BONWICK: So, I think I broke  
9 my response into two (2) specific areas, 1 -- sorry,  
10 1, that I do not recall ever formally declaring or  
11 disclosing to the deputy mayor that I was working for  
12 BLT stop.

13 Secondly, I assumed that the deputy  
14 mayor knew, based on the fact that my name was on some  
15 of the email trains that he was involved with, as well  
16 as the fact that Mr. Lloyd had reached out to me with  
17 concerns over Sprung making a presentation to Wasaga  
18 Beach Council at the same time as Collingwood Council  
19 was considering embracing the solution that Sprung/BLT  
20 had promoted.

21 And so, if you can appreciate from my  
22 perspective, if my name is on emails and the deputy  
23 mayor's reaching out to me with regards to concerns  
24 over presentations that are being made to Wasaga Beach  
25 and, subsequently, a conversation that he said took

1 place between him and the mayor of Wasaga Beach where  
2 the -- I'm not part of that, but where, apparently,  
3 the mayor had suggested that he had overheard me  
4 speaking about Collingwood Council embracing this  
5 particular solution, it seemed to cause him great  
6 concern.

7 My point was, why would you come to me  
8 with that issue if you didn't think I was involved  
9 with Sprung/BLT, or BLT, more specifically.

10 MR. RYAN BREEDON: Right. And I asked  
11 if --

12 MR. PAUL BONWICK: That's my  
13 confusion. And -- and I think I raised that with him  
14 when he was on the stand.

15 MR. RYAN BREEDON: Right. All right.  
16 So, just so that I am clear, what you're saying is,  
17 you didn't tell Mr. Lloyd directly that you were  
18 involved with BLT but that you believed that he was  
19 aware at the time?

20 MR. PAUL BONWICK: I assumed he knew.

21 MR. RYAN BREEDON: All right. And  
22 then can we look at TOC0210652.1, please?

23

24 (BRIEF PAUSE)

25

1 MR. RYAN BREEDON: Scroll down to the  
2 bottom. You've seen this chain, I'm sure, many times,  
3 Mr. Bonwick. So, Mr. West emails Mr. Lloyd on  
4 September the 6th and asks if there is a connection  
5 with Paul Bonwick in this. And the, "In this," is a  
6 reference to the Sprung transaction?

7 MR. PAUL BONWICK: I have no idea.  
8 I'm not copied on the email.

9 MR. RYAN BREEDON: All right. And  
10 then -- well, Mr. -- scroll up. Mr. Lloyd forwards it  
11 to yourself. And then you responded -- scroll up,  
12 please:

13 "LOL, not that I am aware of. I  
14 don't think he works in Town much  
15 anymore, but I did hear that he was  
16 running for the liberals again."

17 You see that? And --

18 MR. PAUL BONWICK: Yes.

19 MR. RYAN BREEDON: -- you testified  
20 yesterday that this was a joke, I think?

21 MR. PAUL BONWICK: Clearly. It was  
22 meant to be humorous.

23 MR. RYAN BREEDON: All right. The,  
24 "Not that I am aware of," is a -- the answer to Mr.  
25 West's question of whether there was some connection



1 with Paul Bonwick?

2 MR. PAUL BONWICK: I don't know that I  
3 could dig that deep into it. It -- I can -- I don't  
4 even recall the chain of emails back in September 7th,  
5 2012, but I can see it starts out with humour, laugh  
6 out loud.

7 "Not that I'm aware of," I'm under the  
8 impression that he knows. "I don't think he works in  
9 Town anymore," that would be me, I think. And, "I  
10 hear he was running for the liberals again," again,  
11 it's meant to be a humorous response. That's -- and  
12 I can't really dig any deeper than that in terms of  
13 what it is.

14 MR. RYAN BREEDON: Well, we'll --  
15 we'll park our comments on the -- how successful the  
16 humour of it was. But the -- the -- when you were  
17 saying, "Not that I am aware of," what you're saying  
18 to Mr. Lloyd, humourously or not, is that there was no  
19 connection between you and this transaction that was  
20 the subject of a considerable amount of controversy by  
21 the first week of September?

22 MR. PAUL BONWICK: I can't agree with  
23 you in terms of how you're pulling those five (5)  
24 words out of there. If you will scroll down -- could  
25 you, please? Why would Mr. Lloyd forward this to me,

1 go, "FYI," rather than simply ask the question?

2                   If I received that during that period  
3 of time was -- and I don't know what -- is there a  
4 connection with Paul Bonwick in this -- in this that I  
5 haven't heard about, I would have taken the liberty of  
6 the following email.

7                   And I -- I can't read Mr. Lloyd's mind,  
8 Rick Lloyd's mind, to say, Paul, is -- if I had a  
9 question about your involvement, I would ask the  
10 question. That's not the case. He just FOI'ed -- or  
11 FYI'ed it, and I provide a humorous response back.  
12 That's what -- "As the fun continues," is --

13                   MR. RYAN BREEDON:     So --

14                   MR. PAUL BONWICK:     -- the subject  
15 heading.

16                   MR. RYAN BREEDON:     So, are you saying  
17 -- I mean, there's really only two (2) reasons why Mr.  
18 Lloyd would forward that email, right? One (1) is  
19 because he wants you to know that there is a question  
20 about your involvement and just so you can be alerted  
21 to the fact that that's in the community.

22                   That's sort of scenario number 1,  
23 right?

24                   MR. PAUL BONWICK:     (NO AUDIBLE  
25 RESPONSE).

1 MR. RYAN BREEDON: And the second is  
2 he is asking you, not in a clear way, I -- I'll agree,  
3 but he's asking you, are you involved. I mean, that  
4 seems to be the only possible reasons why he would be  
5 forwarding this to you?

6 MR. PAUL BONWICK: So, Mr. Breedon, I  
7 cannot in any way understand how you would translate  
8 that into asking me a question when the email simply  
9 has on it, "FYI."

10 When somebody's asking me a question, I  
11 normally expect either a question mark or a question,  
12 not a 'for your information'.

13 MR. RYAN BREEDON: Well, because Mr.--

14 THE HONOURABLE FRANK MARROCCO: I --  
15 let me inter -- let me interrupt for a minute. I  
16 really don't think I find it helpful for Mr. Bonwick  
17 to be specul -- to be answering questions about why  
18 Mr. Lloyd worded the email -- did what he did.

19 So, I -- I think you've put the  
20 question. I think the answer -- I think we should be  
21 move on to something else.

22 MR. RYAN BREEDON: All right. Thank  
23 you, Your Honour.

24

25 CONTINUED BY MR. RYAN BREEDON:

1 MR. RYAN BREEDON: Can we look at the  
2 BLT contract, please? It's CJI0007627, please.

3 MR. PAUL BONWICK: Whoops. And I  
4 apologize for interrupting, Your Honour, but if we're  
5 moving to a new chapter, is it possible to take a  
6 short break?

7 THE HONOURABLE FRANK MARROCCO:  
8 Certainly. I -- I was -- well, I --

9 MR. PAUL BONWICK: I was --

10 THE HONOURABLE FRANK MARROCCO: I had  
11 actually planned to do it just before it was up for  
12 you -- but we'll break now.

13 MR. PAUL BONWICK: If we're just  
14 moving to a new -- thank you.

15  
16 --- Upon recessing at 10:21 a.m.

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

18  
19 THE HONOURABLE FRANK MARROCCO: Thank  
20 you for that suggestion, Mr. Bonwick.

21  
22 CONTINUED BY MR. RYAN BREEDON:

23 MR. RYAN BREEDON: CJI0007627, please,  
24 page 3.

25

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: Scroll down so we  
4 can see Article 5.

5 So if you look, Mr. Bonwick, Article 5,  
6 sub (c) of this contract provides that the  
7 compensation is not to be paid to Green Leaf by way of  
8 direct or redirected deposit or advanced by the third  
9 party. It is to be paid by BLT, from BLT. See that?

10 MR. PAUL BONWICK: I do.

11 MR. RYAN BREEDON: And this was  
12 something that you had requested as part of the  
13 negotiations?

14 MR. PAUL BONWICK: Yes.

15 MR. RYAN BREEDON: Right. And the  
16 idea, and you went through this yesterday with Mr.  
17 Mather, but the idea is that you would not be getting  
18 a cheque from the Town of Collingwood, but you would  
19 be getting your cheque from BLT directly.

20 MR. PAUL BONWICK: In part.

21 MR. RYAN BREEDON: Well, that's what  
22 it says.

23 MR. PAUL BONWICK: There was an  
24 underlying intent, I think -- sorry -- there was an  
25 underlying intent as I explained yesterday, made

1 clear, I thought, to BLT, and I think BLT has  
2 confirmed this, that our involvement on this  
3 particular transaction would be part of their fee,  
4 their compensation, and not a line item addressed as  
5 an additional cost to the Town of Collingwood as a  
6 result of our engagement.

7 MR. RYAN BREEDON: All right. And  
8 we'll talk about that in a minute, because I do have  
9 some questions about that.

10 But in terms of what this actually says  
11 is -- is that the Town isn't going to be cutting you a  
12 cheque.

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: Right. And --

15 MR. PAUL BONWICK: Directly or  
16 indirectly.

17 MR. RYAN BREEDON: Right. And -- and  
18 the reason I'll suggest to you -- one (1) of the --  
19 one (1) of the consequences of that, of the fact that  
20 the Town is not cutting Green Leaf a cheque directly,  
21 is that the Town, staff and -- and business of the  
22 Town, would not be aware of either Green Leaf's  
23 involvement or the amount of compensation that Green  
24 Leaf received?

25 MR. PAUL BONWICK: No.

1 MR. RYAN BREEDON: Well, be --

2 MR. PAUL BONWICK: I --

3 MR. RYAN BREEDON: Sorry.

4 MR. PAUL BONWICK: That's okay. At no  
5 time was I ever, or Green Leaf ever, representing the  
6 Town of Collingwood. They weren't working for the  
7 Town of Collingwood, they were not providing services  
8 to the Town of Collingwood, and so there would be  
9 absolutely no reason for the Municipality to be paying  
10 us directly, firstly.

11 And the second part of that is the  
12 underlying theme that I identified in my earlier  
13 comments.

14 MR. RYAN BREEDON: Set aside whether  
15 there would have been a reason for the Town to have  
16 paid you directly. This -- this transaction could  
17 have been arranged in that way. I mean, it could have  
18 been part of BLT's deal with the Town that the Town  
19 writes you a cheque as part of the -- part of its  
20 compensation.

21 MR. PAUL BONWICK: I couldn't imagine  
22 any possible scenario where that logic would apply.

23 MR. RYAN BREEDON: Okay. But you'll  
24 agree with me that if the Town did write a cheque,  
25 then the Town would know about Green Leaf's

1 involvement and the amount of Green Leaf's  
2 compensation. It just follows.

3 MR. PAUL BONWICK: But the logic of  
4 your question is lacking. There is no reason for the  
5 Town to cut Green Leaf a cheque when Green Leaf is not  
6 in their employ.

7 MR. RYAN BREEDON: Okay. Well, if  
8 there's no reason for the Town to cut Green Leaf a  
9 cheque, then why does this provision get included in  
10 the contract? Why was this something that needed to  
11 be in this contract if there was no scenario in which  
12 the Town would be the one cutting the cheque?

13 MR. PAUL BONWICK: For the simple  
14 reason that I identified earlier to you, and that it  
15 was my position, that through Green Leaf, that the  
16 Town not be billed additional fees as a result of our  
17 activities.

18 MR. RYAN BREEDON: And just to close  
19 this off and then we'll talk about that, I'll suggest  
20 to you that you were aware, based on your experience  
21 in -- in various levels of government, that if the  
22 Town cut Green Leaf a cheque, that would be something  
23 that would be producible in response to a Freedom of  
24 Information Act request.

25 MR. PAUL BONWICK: I am very confused



1 in terms of your line of questioning. Clearly, if at  
2 any time Green Leaf or myself was employed or  
3 contracted for services by the Town of Collingwood,  
4 and the Town of Collingwood cut a cheque for those  
5 services, then the answer your question is yes, an FOI  
6 request would produce evidence of that cheque.

7 Point being, is you're describing a  
8 scenario that never took place. I was never, Green  
9 Leaf was never, in the employ -- nor was BLT in the  
10 employ -- well, BLT was. Greenleaf and myself were  
11 not in the employ of the Town of Collingwood, and so  
12 by virtue of that fact, there would be no reason for  
13 the Municipality to cut Green Leaf a cheque.

14 MR. RYAN BREEDON: All right. Let's  
15 talk about then the -- this issue of BLT's costs. You  
16 -- you raised it yesterday several times and you've  
17 raised it this morning, and -- and -- and of course we  
18 heard Mr. Barrow's evidence about this.

19 What you're suggesting is that your  
20 involvement in this transaction did not increase the  
21 total cost to the Town. Is that right?

22 MR. PAUL BONWICK: That is my  
23 understanding.

24 MR. RYAN BREEDON: Okay. And you base  
25 that understanding, I take it, on Mr. Barrow's

1 evidence that BLT reduced its margin by a certain  
2 percentage in order to accommodate the fee that it was  
3 going to have to pay to you?

4 MR. PAUL BONWICK: In part.

5 MR. RYAN BREEDON: Well, when you say  
6 "in part," what else do you base that on?

7 MR. PAUL BONWICK: The fact that I had  
8 discussions with BLT, and we provided this paragraph  
9 (c) -- or subsection (c), to suggest very clearly that  
10 the fee was going to be paid by BLT, from BLT, and no  
11 other manner, and so that coupled with the evidence --  
12 or the testimony that Mr. Barrow provided, that in  
13 fact he followed that, as I fully expected that he  
14 would, he reduced his margins -- his standard  
15 operating margins, by an amount that Green Leaf was  
16 being paid so that in fact the Town was not being  
17 billed any additional funds based on the services that  
18 we provided to BLT.

19 MR. RYAN BREEDON: So other than Mr.  
20 Barrow's evidence before this Inquiry and this  
21 provision that we have been looking at this morning of  
22 your contract with BLT, did you have any other reason  
23 to believe that your involvement did not increase the  
24 cost to the Town?

25 I just want to make sure I understand

1 everything that -- that you were relying on in support  
2 of that.

3 MR. PAUL BONWICK: Accurate.

4 MR. RYAN BREEDON: Okay. And I take  
5 it that BLT never provided you -- well, it never  
6 provided you with any documents showing how it  
7 calculated its margin?

8 MR. PAUL BONWICK: Correct.

9 MR. RYAN BREEDON: Right. And it  
10 never disclosed to you what its margin was?

11 MR. PAUL BONWICK: Correct.

12 MR. RYAN BREEDON: Right. The first  
13 you ever heard about this was when Mr. Barrow  
14 testified a couple of weeks ago before this Inquiry?

15 MR. PAUL BONWICK: Incorrect.

16 MR. RYAN BREEDON: All right. The  
17 first you --

18 MR. PAUL BONWICK: I said incorrect.

19 MR. RYAN BREEDON: I -- I -- I got  
20 that. The first you heard about what BLT's margins  
21 actually were was in evidence before this Inquiry?

22 MR. PAUL BONWICK: Correct.

23 MR. RYAN BREEDON: And when you said  
24 "incorrect" to my other question, that's because you  
25 had this discussion about not increasing the costs

1 that you told us about?

2 MR. PAUL BONWICK: Correct.

3 MR. RYAN BREEDON: All right. Now, we  
4 know that the single largest cost for BLT for both the  
5 pool and the arena was the actual Sprung structure?

6 MR. PAUL BONWICK: No.

7 MR. RYAN BREEDON: The single -- the  
8 biggest ticket item on both of those projects was the  
9 actual Sprung structure that they -- they bought from  
10 Sprung.

11 MR. PAUL BONWICK: Okay. I -- I don't  
12 know that.

13 MR. RYAN BREEDON: All right. And you  
14 heard Mr. Barrow's evidence that the mark-up on the  
15 Sprung structure for the pool was 30 percent -- or  
16 approximately 30 percent?

17 MR. PAUL BONWICK: I don't recall  
18 hearing that.

19 MR. RYAN BREEDON: And we know that  
20 Sprung produced its actual costs that it has allocated  
21 to these projects. And -- and did you have a chance  
22 to look at those?

23 MR. PAUL BONWICK: No.

24 MR. RYAN BREEDON: Okay. Could we  
25 look at CJI0007625, please?

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: So this is the  
4 costs that BLT produced with respect to the pool. And  
5 don't worry, I don't intend to go through a  
6 complicated mathematical exercise. But -- I don't  
7 have the page.

8 THE HONOURABLE FRANK MARROCCO: Do you  
9 want to take a minute to find the page?

10 MR. RYAN BREEDON: Could I have your  
11 indulgence for just one (1) moment. It might be  
12 faster if I look at my computer than -- than us trying  
13 to --

14 THE HONOURABLE FRANK MARROCCO: I'll  
15 just be outside.

16 MR. RYAN BREEDON: Thank you.

17

18 --- Upon recessing at 10:41 a.m.

19 --- Upon resuming at 10:42 a.m.

20

21 MR. RYAN BREEDON: Thank you. I  
22 apologize, Your Honour.

23

24 CONTINUED BY MR. RYAN BREEDON:

25 MR. RYAN BREEDON: And I presume, Mr.

1 Bonwick, you haven't done any sort of attempt to  
2 calculate Sprung's (sic) actual return on this  
3 project?

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: All right. So I --  
6 I'm not going to belabour this, but I just did have  
7 one (1) question about it. Page 4, please. And  
8 scroll down.

9 THE HONOURABLE FRANK MARROCCO: You --  
10 you said in your question, "Sprung."

11 MR. RYAN BREEDON: I'm sorry. BLT --  
12 BLT's margins. I apologize. Thank you.

13

14 CONTINUED BY MR. RYAN BREEDON:

15 MR. RYAN BREEDON: You'll see that --

16 THE HONOURABLE FRANK MARROCCO: I'm  
17 sorry, was Mr. Bonwick's answer the same?

18

19 CONTINUED BY MR. RYAN BREEDON:

20 MR. RYAN BREEDON: Did you have any --  
21 make any effort to calculate BLT's --

22 MR. PAUL BONWICK: No.

23 MR. RYAN BREEDON: -- return? And  
24 frankly, it'd be very difficult to do for -- for this  
25 reason at least. If you look under item number --

1 cost item number 1-100, the as-built drawing packages,  
2 do you see that?

3 MR. PAUL BONWICK: Yes.

4 MR. RYAN BREEDON: And what appears to  
5 be listed are some accounts of Mr. Trudell. You see  
6 that there?

7 MR. BILL TRUDELL: I'm not sure where  
8 my friend is going with this. He hasn't discussed it  
9 with me. I leave it to you but it seems --

10 THE HONOURABLE FRANK MARROCCO: Well --

11 MR. BILL TRUDELL: -- it seems --

12 THE HONOURABLE FRANK MARROCCO: Let's  
13 see where it goes for a minute. I -- I'm having some  
14 trouble with why -- where this is going too, but let -  
15 - let -- let's just --

16 MR. BILL TRUDELL: Well, can I say --  
17 you can see that I'm not the only one mentioned there  
18 in relation -- in relation to legals, and I really  
19 don't think that this should be raised without  
20 addressing us first, but I leave it to you, sir.

21 THE HONOURABLE FRANK MARROCCO: Is --  
22 are these invoices related to your question, the legal  
23 invoices?

24 MR. RYAN BREEDON: Well, my -- my  
25 question was just this --

1 THE HONOURABLE FRANK MARROCCO: Just  
2 don't answer for a minute. Just -- let's hear the  
3 question, Mr. Bonwick.

4

5 CONTINUED BY MR. RYAN BREEDON:

6 MR. RYAN BREEDON: And first of all,  
7 can we agree that it would be unusual to retain  
8 criminal counsel --

9 THE HONOURABLE FRANK MARROCCO: No,  
10 no.

11 MR. RYAN BREEDON: -- with respect --

12 THE HONOURABLE FRANK MARROCCO: No.  
13 I'm not getting into that. Get on to something else.

14 MR. RYAN BREEDON: All right. Thanks.

15 MR. BILL TRUDELL: With great respect,  
16 I am shocked, and that's the word I'm choosing, that  
17 counsel for the Town would raise this private  
18 information in front of you, but --

19 THE HONOURABLE FRANK MARROCCO: I --  
20 I'm -- I appreciate the fact that you're shocked by  
21 it. I'm not diminishing that. It -- it's not going  
22 to -- I -- I -- I understand these -- I understand --  
23 I understand these matters.

24 MR. RYAN BREEDON: Thank you.

25 THE HONOURABLE FRANK MARROCCO: Let's



1 move on to something else.

2 MR. RYAN BREEDON: I'll move on.

3

4 CONTINUED BY MR. RYAN BREEDON:

5 MR. RYAN BREEDON: Well, the very last  
6 thing, Mr. Bonwick, we talked earlier today about your  
7 discussions with somebody from the CBC with respect to  
8 the OPP investigation, and you told me that you were  
9 phoned by a reporter from the CBC. You recall that?

10 MR. PAUL BONWICK: Yes.

11 MR. RYAN BREEDON: All right. And the  
12 -- and you believe that was Mr. Seglins, I think you  
13 testified.

14 MR. PAUL BONWICK: Yes.

15 MR. RYAN BREEDON: Okay. And you  
16 testified, I believe, that you couldn't recall whether  
17 Mr. Seglins had asked you about the Sprung  
18 transaction?

19 MR. PAUL BONWICK: I think he did but  
20 I'm not positive.

21 MR. RYAN BREEDON: Sure. Can we look  
22 at TOC0600375, please?

23

24 (BRIEF PAUSE)

25

1 MR. RYAN BREEDON: One (1) of the  
2 miracles of this hearing is it's being live streamed  
3 to the world, and we have a tweet from Mr. Seglins  
4 this morning suggesting that he spoke with you in 2013  
5 and you denied any involvement in the Sprung  
6 transaction.

7 And I just want to ask you, does that  
8 refresh your memory about whether you discussed the  
9 Sprung transaction with Mr. Seglins back in 2013?

10 MR. PAUL BONWICK: So, Your Honour,  
11 two -- two (2) points I'd like -- I'm happy to address  
12 the question.

13 MR. FREDERICK CHENOWETH: Your Honour,  
14 I have -- I want to express again the concerns I  
15 expressed at earlier times, about the nature and  
16 quality of this -- of this kind of evidence. I -- I  
17 can't conceive that this would in any way be helpful  
18 to this Inquiry, given that we haven't had an  
19 opportunity to -- to speak to Mr. Seglins, to cross-  
20 examine Mr. Seglins.

21 There's -- there's just so many  
22 variables in this, that I -- I submit to this Inquiry  
23 that this line of cross-examination, using this  
24 document which we've never seen before, which  
25 participants' counsel have never seen before --

1 THE HONOURABLE FRANK MARROCCO: Well,  
2 I -- I assume it didn't exist.

3 MR. FREDERICK CHENOWETH: Well, I --  
4 I'm assuming --

5 THE HONOURABLE FRANK MARROCCO: --  
6 before the last few minutes.

7 MR. FREDERICK CHENOWETH: I'm assuming  
8 that's right, Your Honour. Apparently we're told it  
9 was sent this morning. I'm not at all sure that,  
10 given all those circumstances -- that it's -- that  
11 it's appropriate to have this before the Inquiry or  
12 that it's helpful to the Inquiry.

13 THE HONOURABLE FRANK MARROCCO: Mr.  
14 Bonwick, you wanted to say something?

15 MR. PAUL BONWICK: Thank you, Your  
16 Honour.

17 THE HONOURABLE FRANK MARROCCO: And  
18 thank you, Mr. Chenoweth. I have that. I just want  
19 to make sure that Mr. Bonwick --

20 MR. PAUL BONWICK: Thank you.

21 THE HONOURABLE FRANK MARROCCO: --  
22 says what he wanted to say.

23 MR. PAUL BONWICK: Thank you, Your  
24 Honour, and as is in all matters, obviously I'll  
25 follow your direction. What I'm trying to do is

1 provide responses that will help you in your  
2 determinations.

3                   When Mr. Breedon is bringing up tweets  
4 from a reporter from some other place, alleging  
5 certain things, it's very difficult for me to respond,  
6 and I'm not sure it adds any value for a third person  
7 -- a third party that's not part of these hearings or  
8 these -- these hearings, to be tweeting on a daily  
9 basis his opinion of what's going on and then having  
10 questions addressed to witnesses based on these  
11 tweets.

12                   And the fact that he's alleging, also  
13 misled, would lead the Inquiry to believe that I'm  
14 somehow misled, and that's a challenging situation  
15 when I'm trying to respond to tweets coming from a  
16 reporter a hundred kilometres away or five hundred  
17 (500) kilometres away.

18                   THE HONOURABLE FRANK MARROCCO:    He  
19 could be -- he could be anywhere in the world.

20                   MR. PAUL BONWICK:    Fair enough.

21                   THE HONOURABLE FRANK MARROCCO:    But --  
22 but the question was, does it refresh your memory, and  
23 -- and it -- you need to -- you need to separate the  
24 content of the tweet from the question.

25                   The -- the question is: Having read the

1 tweet, does it refresh your memory? So you're -- he's  
2 -- Mr. Breedon is entitled to ask you whether that  
3 painting on the wall refreshes your memory. So -- so  
4 the question is does it refresh your memory.

5 But -- but that question is proper.

6 MR. PAUL BONWICK: Thank you.

7 THE HONOURABLE FRANK MARROCCO: And  
8 then that question is your answer.

9 MR. PAUL BONWICK: And I'm happy to  
10 answer it.

11 THE HONOURABLE FRANK MARROCCO: Yes,  
12 Mr. Chenoweth?

13 MR. FREDERICK CHENOWETH: Yes, Your  
14 Honour. It -- it strikes me, and it's my submission,  
15 that the matter goes beyond the question of -- of the  
16 specific question that's put to -- to this witness.

17 The question is, and I'm assuming I --  
18 I will shortly get an email from -- from those  
19 associated with Inquiry counsel that will tell me that  
20 this tweet, as with the other tweet, has now been made  
21 a -- a document and evidence before this -- this  
22 Inquiry.

23 It's that that I have concerns about  
24 and it's that that my remarks are addressed to. There  
25 is some very scandalous allegations in this tweet and

1 -- and I submit that under all the circumstances,  
2 without the right of cross-examination, that these  
3 matters should not be before this Inquiry.

4 THE HONOURABLE FRANK MARROCCO: This  
5 is an Inquiry, it's not a trial. It can receive  
6 hearsay evidence, the weight to be attached to it is  
7 entirely separate.

8 But right now the question that was put  
9 is look at this tweet, does it refresh your memory.  
10 And that question, I'm allowing. And now I'll hear  
11 Mr. Bonwick's answer.

12 MR. PAUL BONWICK: Thank you, and I'm  
13 -- as I mentioned, I'm happy to answer it.

14 I think if you will review the  
15 transcript you will note that I acknowledged a few  
16 things about the call that took place in March of  
17 2013. I suggested that from memory Mr. Seglins  
18 touched on a number of different issues, I don't  
19 recall what they all were.

20 I thought and he may have spoke about  
21 Sprung, but I didn't know for sure. I have no reason  
22 to discredit or challenge Mr. Seglins' -- Seglins'  
23 statement that in fact he may have, but I would also  
24 draw yourself to the fact that at no time was I or was  
25 my company engaged with Sprung.

1                   And semantics aside, Green Leaf never  
2 received compensation from Sprung. Green Leaf never  
3 had a contract with Sprung. Paul Bonwick never had a  
4 contract with Sprung, Paul Bonwick's companies never  
5 had contracts or received remuneration from Sprung.

6                   And so I'm not challenging Mr. Seglins'  
7 comments related to whether he did or didn't do that.  
8 I think I also indicated that Mr. Seglins would be  
9 aware of the fact because I was somewhere outside of  
10 James Bay snowmobiling when Mr. Seglins called me and  
11 tried to conduct an interview with me, standing on the  
12 seat of a snowmobile, trying to get phone reception to  
13 answer his questions.

14                   And so I hope that answers your  
15 question.

16

17 CONTINUED BY MR. RYAN BREEDON:

18                   MR. RYAN BREEDON: I just want to make  
19 sure I understand what it is that you're saying, and  
20 then I'll be done.

21                   Are -- are you saying that you don't  
22 dispute Mr. -- the suggestion that you were asked  
23 whether you had an involvement with Sprung and that  
24 you said you did not have an involvement with Sprung,  
25 but that was true because Green Leaf did not have a

1 contract with Sprung?

2 MR. PAUL BONWICK: I've said I do not  
3 recall the details -- in great detail the conversation  
4 that took place in March of 2013 with Mr. Seglins. I  
5 remember Mr. Seglins giving me -- calling me and  
6 giving me the opportunity to comment on a story that  
7 he was running. I believe it was during that time  
8 that Mr. Seglins also, I think, informed me that there  
9 was an OPP investigation, but again I'm -- I don't  
10 recall the exact details of the conversation, and I  
11 would have no reason to question Mr. Seglins'  
12 statement that he brought up the issue of Sprung.

13 I don't recall what the general  
14 conversation was about it, but I don't believe Mr.  
15 Seglins would make that up for the purpose of this  
16 Inquiry.

17 MR. RYAN BREEDON: And do I take it  
18 you also have no reason to dispute the assertion that  
19 you told Mr. Seglins that you did not have any  
20 involvement with Sprung or any connection with Sprung?

21 MR. PAUL BONWICK: I can't comment on  
22 that. He's ---

23 THE HONOURABLE FRANK MARROCCO: The --  
24 the note is --

25 MR. PAUL BONWICK: He's got notes.



1 THE HONOURABLE FRANK MARROCCO: -- no  
2 involvement, no compensation.

3 MR. PAUL BONWICK: Sprung. So again,  
4 you're asking me to reflect on a conversation that  
5 long ago.

6 I'll say it again, I have no reasons to  
7 discredit Mr. Seglins' comments in any manner, I  
8 simply say I don't -- the -- the fact is he's got  
9 Sprung, no involvement, no compensation, says my  
10 notes.

11 He's correct in that assertion,  
12 irrespective of the conversation, because it's true.

13

14 CONTINUED BY MR. RYAN BREEDON:

15 MR. RYAN BREEDON: Because your  
16 involvement was with BLT and not with Sprung directly?

17 MR. PAUL BONWICK: Correct.

18 MR. RYAN BREEDON: All right. Thank  
19 you.

20 Your Honour, those are my questions.

21 THE HONOURABLE FRANK MARROCCO: Mr.  
22 Bonwick, I'm going to -- this is now the point in time  
23 where you might -- you have the opportunity, in  
24 effect, to respond.

25 MR. PAUL BONWICK: Cross-examine

1 myself.

2 THE HONOURABLE FRANK MARROCCO: Cross-  
3 examine yourself.

4 I'll take a few minutes to allow you to  
5 collect your notes and -- so just let me know when you  
6 --

7 MR. PAUL BONWICK: Could we do five  
8 (5) minutes?

9 THE HONOURABLE FRANK MARROCCO: Yes,  
10 sure. Sure, I'll give you longer than that, but just  
11 let me know when you're --

12 MR. PAUL BONWICK: Ten (10) minutes  
13 would be great.

14 THE HONOURABLE FRANK MARROCCO: That's  
15 fine.

16 MR. PAUL BONWICK: Thank you.

17

18 --- Upon recessing at 10:57 a.m.

19 --- Upon resuming at 11:09 a.m.

20

21 THE HONOURABLE FRANK MARROCCO: Mr.  
22 Bonwick...?

23 MR. PAUL BONWICK: Your Honour, thank  
24 you very much for that time.

25 THE HONOURABLE FRANK MARROCCO: You're

1 welcome.

2

3

(BRIEF PAUSE)

4

5 STATEMENT BY MR. PAUL BONWICK:

6

MR. PAUL BONWICK: Prior to moving  
7 into my closing cross-examination of me, I did want to  
8 raise the issue having addressed the question that Mr.  
9 Breedon brought up as a result of a tweet.

10

And earlier, I'm not sure if it was  
11 yesterday or the day before, there was an additional  
12 tweet provided written by Mr. Seglins, as I understand  
13 it, and then forwarded on by a local reporter.

14

I do appreciate the fact that hearsay  
15 evidence or hearsay comments do enter into testimony,  
16 and potentially evidence, and that you weight that  
17 accordingly. But I would respectfully submit that  
18 having people from the general public that are not  
19 part of the Hearing, opening that door and putting  
20 into the court book gives it a different level of  
21 legitimacy certainly from the public's perspective.

22

I would submit that there would be  
23 opportunities for people throughout the community and,  
24 for that matter, anybody watching to tweet and share  
25 their indirect knowledge of any of the conversations

1 that are taking place.

2                   And I don't see how that's helpful in  
3 terms of what you're trying to achieve. So, it -- I'm  
4 not in any way diminishing or discrediting what Mr.  
5 Seglins is stating. I'm simply suggesting that  
6 allowing tweets into the court book opens up the  
7 potential for Pandora's box where anybody that had any  
8 association with this matter has the ability to do the  
9 same.

10                   And I just -- I'm confused how that has  
11 -- offers any benefit to you. And so, respectfully, I  
12 don't mind that it's being referred to to help trigger  
13 my memory, but I do have concern about it or them  
14 being allowed to be entered into evidence, albeit  
15 hearsay evidence, into the court book and to somehow  
16 find a level of legitimacy that others in the  
17 community may have comments about, as well.

18                   And so, I would just simply ask if you  
19 would reflect on that, whether it's now or in the  
20 coming days.

21                   THE HONOURABLE FRANK MARROCCO: I'll -  
22 - I'll reflect on it for your benefit because you are  
23 representing yourself. The -- the tweet is -- the --  
24 the assertion in the tweet is untested.

25                   And as you know from the last day or

1 so, and as Mr. Houghton would know from the two (2) or  
2 three (3) days he spent in the witness stand, we tend  
3 to test the evidence to see rather than just accepting  
4 some statement that -- that someone makes.

5                   The document had a purpose. The  
6 purpose was it could be used to see if it refreshed  
7 your memory. It's been used for that purpose. I  
8 appreciate it's in the court book, and I -- I  
9 understand that.

10                   But the significance of the document,  
11 in my mind, was that counsel was entitled to ask you  
12 if it refreshed your memory, and you answered the  
13 question.

14                   So, I'll -- I'll reflect on what you've  
15 said. It -- it is -- it is an electronic world we  
16 live in, and we're all coming to grips with that. And  
17 this proceeding is being -- is about as electronic as  
18 I think you could get in the interests of trying to  
19 manage it effectively when you're dealing with a half  
20 a million documents.

21                   So, to some extent, some of these  
22 things are happening for the first time. But -- but  
23 the idea that the evidence that's tested is more --  
24 that it's important to test evidence applies  
25 regardless of which form the evidence is in.

1                   And -- and, as I say, somebody could  
2 ask you if that painting on the wall refreshed your  
3 memory and get your answer; it either does or it  
4 doesn't.

5                   So, I will reflect on it. But right  
6 now, I'm going to leave it the way it is.

7                   MR. PAUL BONWICK: Thank you. And to  
8 clarify, for mine, it's -- it's about the nature of  
9 the communication in terms of a tweet. It's -- it's  
10 not meant in any manner of speaking to be clear  
11 certainly in the comment specific to me to take away  
12 whether or not that did happen.

13                   I'm not questioning Mr. Seglins in any  
14 manner.

15                   THE HONOURABLE FRANK MARROCCO: I -- I  
16 understood that.

17                   MR. PAUL BONWICK: It's just the --

18                   THE HONOURABLE FRANK MARROCCO: I  
19 understand that quite well.

20                   MR. PAUL BONWICK: -- mechanism to  
21 deliver it, that's all, is my concern.

22                   THE HONOURABLE FRANK MARROCCO: I -- I  
23 understood the nature --

24                   MR. PAUL BONWICK: Thank you.

25                   THE HONOURABLE FRANK MARROCCO: -- of

1 your position as far as Mr. Seglins was concerned, and  
2 -- and his role as a reporter --

3 MR. PAUL BONWICK: And, again, it's  
4 not the reporter, sorry --

5 THE HONOURABLE FRANK MARROCCO: -- or  
6 a journalist -- a journalist, I guess.

7 MR. PAUL BONWICK: -- or even the  
8 journalist. It's -- it's a tweet. That's my concern,  
9 is the tweet, it's not the content of this tweet other  
10 than it does go into the court book. But thank you  
11 for reflecting that.

12 THE HONOURABLE FRANK MARROCCO: Well,  
13 I've seen the court book. And I -- and I think you  
14 and I would both acknowledge that anyone in the world  
15 could follow Mr. Seglins on Twitter and read that  
16 tweet.

17 MR. PAUL BONWICK: Right.

18

19 (BRIEF PAUSE)

20

21 MR. PAUL BONWICK: Your Honour, I want  
22 to touch on what I believe are four (4) important  
23 points. I think they have been dealt with to some  
24 degree through testimony evidence as a result of  
25 evidence in-chief and cross-examination.

1                   And so, I'm hopeful that my reflection,  
2 if I was up there asking myself the question, would be  
3 to first and foremost speak to the environment of 2010  
4 to 2012.

5                   I'm not going to repeat all the  
6 election campaigning that led up to 2010. I think  
7 we're well aware of what happened and -- and what the  
8 platforms were and what the subsequent mandate was.

9                   When I'm referring to the environment,  
10 what I want to do is speak to my reflection on the  
11 people that are involved during that period of time  
12 and what the environment was like during that period  
13 of time.

14                   Generally speaking, again, I feel  
15 awkward doing this because I --

16                   THE HONOURABLE FRANK MARROCCO:    Just -  
17 - just deal with it as if you were making a statement  
18 to me.

19                   MR. PAUL BONWICK:    Okay.

20                   THE HONOURABLE FRANK MARROCCO:    Don't  
21 worry about the question and answer format if that's  
22 what you're trying to --

23                   MR. PAUL BONWICK:    I'm trying to  
24 figure out how do I --

25                   THE HONOURABLE FRANK MARROCCO:    --



1 trying to sort -- no, just -- just forget that.

2 MR. PAUL BONWICK: Thank you. So,  
3 from my observation, and I think I had reasonable  
4 insight, not only based on my background but my  
5 relationships and interactions with Council and staff,  
6 generally speaking, I found the environment to be  
7 engaging.

8 I found the environment to be  
9 collegial. And I found the environment to be  
10 cooperative. I did not, nor do I recall, the term's  
11 been used, any wilting flowers in the group.

12 I don't recall during any of my  
13 conversations that suggested that one (1) person was  
14 not being diligent in their responsibilities or in  
15 delivering on their responsibilities; in fact, quite  
16 the opposite.

17 From what I recall, and it is a long  
18 time ago, whether it be Mr. Houghton, whether it be  
19 Ms. Leonard, whether it be Ms. Almas, Mr. McNalty, and  
20 others, it was my opinion then and remains my opinion  
21 now that during that period of time, they were  
22 embracing a direction from Council that they believed  
23 in, and I believe they put forward a very concentrated  
24 effort in order to deliver that for what all as  
25 individuals believed at the time was in the best

1 interests of the community.

2                   When I reflect about who sat around the  
3 Council table, some of whom I agreed with, some of  
4 whom I disagreed with, it was a very rare occasion  
5 that would ever cause me to think that they weren't  
6 doing anything other than what they felt were in the  
7 best interests of the municipality.

8                   While on break, I reflected on the  
9 councillors that sat around the table, and I think of  
10 my sister, the mayor. I've articulated yesterday what  
11 my feelings were in terms of how she fulfilled her  
12 responsibility as mayor, as well as her character.

13                   I think about Councillor Cunningham,  
14 retired fire chief born and raised in the Town of  
15 Collingwood, raised his family in the Town of  
16 Collingwood.

17                   I think about Councillor West, radio  
18 host, President of minor hockey, very active in the  
19 community.

20                   I think of Councillor Edwards, manager  
21 of quality assurance for Goodyear prior to retiring,  
22 very active in the community on any number of  
23 different fronts, certainly from a minor hockey  
24 perspective, raised his kids in the community.

25                   I think about Councillor Hull.

1 Councillor Hull, highly regarded real estate agent  
2 with a lot of experience raising his kids in the  
3 community.

4 I think about Deputy Mayor Lloyd,  
5 earned the confidence of the people of Collingwood on  
6 eight (8) or nine (9) or ten (10) different occasions.  
7 That was two (2) year terms, three (3) year terms,  
8 four (4) year terms, so I'm not sure how many times he  
9 was re-elected, the background that he brought in  
10 terms of construction, public works aspect of things,  
11 his drive.

12 These people, all in their own right,  
13 were strong, independent, intelligent people that had  
14 only one (1) bias. And that bias was to deliver on  
15 any matter what they feel is in the best interest of  
16 the community.

17 And so, while I don't agree with some  
18 and I agree with others, as the electorate has the  
19 opportunity to do, I don't question why they took the  
20 positions that they do -- that they did. But I most  
21 certainly in positive -- in a very positive way hold  
22 them accountable.

23 We live in a system, a democracy,  
24 arguably the most difficult form of government is  
25 democracy, and yet it's the best, because at the end

1 of the day, irrespective of what transpires,  
2 irrespective of what information, whether it's at  
3 Municipal Council, the Provincial Legislature, county  
4 council, or a Federal Parliament, the buck stops with  
5 the -- with the people that have to stand up and raise  
6 their hands, yea or nay.

7           And so I fully understand, based on my  
8 experience in politics, that there are decisions that  
9 are made by individuals in governments that are not  
10 embraced by the public.

11           The check and the balance is election.  
12 And so we can examine, in the greatest of detail, any  
13 given situation, and I believe find fault or find  
14 better ways of doing it, and that's incumbent on the  
15 bureaucracy on the elected officials, on the  
16 judiciary. In fairness, the media plays a significant  
17 role in that as well.

18           But there should be no confusion when  
19 you move all of that aside. When I was in elected  
20 office, at the end of the day the accountability  
21 landed on my doorstep.

22           I want to talk a little bit about  
23 information. Elected officials, irrespective of what  
24 office they hold, have a multitude of sources for  
25 information.

1                   They most certainly rely on staff as  
2 one area, one important area, whereby they receive  
3 information.

4                   But as I reflect I -- I think of the  
5 House of Commons, which is in my mind not that  
6 different to an elected councillor. It's -- it's the  
7 house of commoners. It's representatives from your  
8 community, from your town, from your city, from your  
9 church, whatever region, whatever circle you come  
10 from, these are the people that are put in office to  
11 make decisions, and you entrust them with those  
12 decisions.

13                   Those people have opportunities to  
14 garner information through their own research, as did  
15 I. Those people, as part of their own research, have  
16 the ability and in fact on a continual basis, hear  
17 from people from the community at large.

18                   We would be naive to think that these  
19 individuals do not hear from other groups as well,  
20 both individually and collectively as a Council.

21                   I would submit that there is no issue  
22 in the Town of Collingwood in the history of the Town  
23 of Collingwood in any manner of consideration where  
24 there was so much information that had been provided  
25 to elected officials over so many years.

1                   We've heard of hundreds and hundreds of  
2 thousands of dollars that have been spent on reports,  
3 on staff research, on presentations from the community  
4 at large over a long period of time, more condensed  
5 during the period 2010-2012.

6                   Elected officials take that information  
7 and they make a decision. We've heard from staff that  
8 irrespective of some of the reports and  
9 recommendations that come before Council, Council in  
10 many cases will choose to reject those recommendations  
11 or reports and move in a direction that is not in  
12 keeping with what staff is necessarily thinking is  
13 best.

14                   The reason for that is how I opened up,  
15 and that is it is solely their responsibility to make  
16 the final decision in terms of where this should or  
17 shouldn't go on any given matter.

18                   That being said, they're supposed to  
19 operate within a set of rules and they become  
20 signatories to those rules, but beyond that it is a  
21 very -- in my experience -- a very broad scope of  
22 authority that is granted to a particular council.

23                   I can tell you that I've worked with  
24 many municipal councils, many individual councillors,  
25 deputy mayors and mayors, and CAOs and they very much

1 have different approaches to their jobs.

2                   Some rely entirely on the paperwork  
3 that comes across their desk and make the decision  
4 based on that.

5                   Most rely more on a broader scope of  
6 information. Some will act simply by voting. Some  
7 dig into the trenches and will push on any given  
8 matter, or once a decision made, get in the trenches  
9 with the staff and work with the staff on any given  
10 matter.

11                   I have witnessed councillors out on  
12 riding lawnmowers for PRC, not only in this community  
13 because they don't think it's being done properly.

14                   I've seen situations where they're  
15 cancelling seat orders and ordering different seat  
16 orders because they think it's a different product  
17 that should be used in the field.

18                   I've seen situations where -- on large  
19 capital projects where they're pushing so aggressively  
20 because they believe a certain part of a building  
21 component should be cedar shake shingles versus  
22 asphalt shingles.

23                   My point in describing this is it is a  
24 true mix of people, but there are some that are  
25 elected that take the responsibility so seriously and

1 have such a drive in order to deliver that come hell  
2 or high water they do what they feel is best in order  
3 to deliver on any given initiative.

4                   So I've touched on the information  
5 side, I've touched on the authority side and I think  
6 I've touched on the accountability side.

7                   There is, moving aside, and I -- and I  
8 shouldn't say it this way -- moving aside the  
9 Municipal Act, the Municipal Act, by its very nature,  
10 provides a set of rules and regulations that councils  
11 are obliged to follow.

12                   The Municipal Act doesn't say you  
13 should go beyond that, that's something for individual  
14 councils to consider, should they wish to do so, and  
15 they can do so by policy resolution bylaw.

16                   But the guiding principle, the guiding  
17 light for elected officials at a municipal level is  
18 really the Municipal Act.

19                   When you're dealing with communities of  
20 different sizes, their level of sophistication, and in  
21 my experience the level of staffed support, and I'm  
22 not diminishing anything, that's why I opened up with  
23 how competent and capable I thought the staff in the  
24 Town of Collingwood were during that period of time  
25 and I'm sure continue to be. But depending on the



1 size of the community, that gives you the expanse in  
2 terms of sophistication on the number of people that  
3 can actually be involved to move any particular  
4 initiative forward.

5                   And I think you would find, if I want  
6 to use extremes, where the City of Colling -- City of  
7 Toronto, those councillors are engaged at such a high  
8 level it's likely a challenge for them to get into the  
9 trenches on any particular issue, in the same way that  
10 a community like Collingwood would, or smaller, it  
11 very much is a small town. People shoulder  
12 responsibilities, some of which are likely their not -  
13 - not their responsibilities, but there is a genuine  
14 desire to shoulder as much of the weight as possible  
15 and drive an initiative forward that is in the best  
16 interest of the community, in their minds.

17                   I in no way take away all the hard  
18 work, the consulting, great work the YMCA does in the  
19 Town of Collingwood or the Central Park Committee.

20                   I would say that the Council, in 2009,  
21 and the Council in 2010 did not do a proper job at  
22 providing a reasonable term of terms of reference for  
23 that Steering Committee. I've seen it happen time and  
24 time again where councils provide or create steering  
25 committees, they ask them to explore a particular

1 area, whether it's waterfront development, whether  
2 it's parks, recreation, delivery of healthcare  
3 services.

4                   And in my opinion, you are doing the  
5 Committee nor the community any justice by not  
6 identifying parameters in terms of what they should be  
7 considering.

8                   If you ask a steering committee, which  
9 will be populated by people that are very passionate,  
10 in this particular instance, with great understanding  
11 I'm sure of recreational amenities within a community,  
12 if you provide them a term of reference that simply  
13 asks them to go out and research what the needs are  
14 and put together a report with consultants that say  
15 how do we deliver those, and you do not say by the  
16 way, we're looking at trying to maintain a budget of  
17 \$5 million, \$15 million, \$20 million, you're setting,  
18 in my opinion, the steering committee up and the  
19 community up for disappointment because a lot of hard  
20 work will go into saying here's how it should be.

21                   So Council is a victim of its own  
22 direction. When Council sits there shocked and  
23 surprised by virtue of the fact that a committee is  
24 coming up and saying we've done all this hard work,  
25 here's your solution, Council acts shocked and

1 surprised and says its \$35 million, how in the world  
2 did you folks ever think we were going to support  
3 that?

4 I hope you can see the contradiction,  
5 that you didn't serve the committee well, you didn't  
6 serve the community well by not stating at the very  
7 first water and ice are our priorities, and we are in  
8 a situation we believe to be dire from a financial  
9 perspective, and so there will be no consideration for  
10 anything that would go beyond a certain dollar amount.  
11 So prioritize within that envelope.

12 I think I bring that forward for mainly  
13 one reason. There's been a lot of comparison between  
14 the two (2) options that were before Collingwood  
15 Council and I don't think that this Inquiry, nor  
16 should any of the testimony diminish in any way the  
17 hard work that was done to create the \$35 million plus  
18 model.

19 It was done, I believe, based on  
20 volunteers that were passionate and wanted to deliver  
21 that service to the community.

22 I'll close out -- or just before I  
23 close out, by suggesting that at no time when you're -  
24 - from my perspective, when I'm looking at a  
25 particular opportunity or file, at no time would I

1 embrace or create a relationship with a company or  
2 with an initiative that I didn't feel was in the best  
3 interests of the residents of the Town of Collingwood.

4 I think you're somewhat familiar with  
5 my history. My mom and dad were born in the  
6 community, my mom and dad's dad went to school and my  
7 dad's dad came over 1906.

8 The point I'm making is, it's a big  
9 family, we grew up in the community, they're our  
10 neighbours, they're the people that we live with,  
11 agree or disagree, I think -- and I hope that most  
12 people always try to do what's best for their  
13 community, and I would submit that my efforts are no  
14 different.

15 I reflected on several of the  
16 initiatives that I have been involved with over the  
17 years, and Mr. Houghton commented, I think, during his  
18 testimony that I was active on a number of different  
19 fronts post 2004. I was involved in a lot of files, a  
20 lot of initiatives. I think files diminishes them --  
21 a lot of initiatives within the Town of Collingwood,  
22 some deemed -- some were open for criticism.

23 I think about where our library is and  
24 that beautiful restaurant, Tremont, in the little  
25 corner pocket, if you've had a chance to visit over

1 there. That's something that I was actively involved  
2 with.

3                   That was a -- the highest crime centre  
4 in the Town of Collingwood. It was an adult  
5 entertainment parlour. It was a drug den and the bar  
6 itself was -- was a challenging environment in itself.  
7 I worked with the BIA in terms of their request for  
8 Council to purchase those lands and they repurposed  
9 those into an incredible library, community centre,  
10 restaurant, parking area.

11                   I worked on the initiative whereby we  
12 converted or seen the repurposing of an old farm field  
13 of approximately 200 acres. A lot of effort went into  
14 that, and what we see there today is Georgian College  
15 satellite campus, nursing school, tourism being taught  
16 there. It's the future site on the other property, I  
17 believe -- God willing the budget passes, Council will  
18 see a new hos -- regional healthcare centre go there.

19                   I'm equally as proud of seeing the  
20 arena and the aquatics facility. I've got lots of  
21 friends that live in this area. I know their kids and  
22 their grandkids are using these facilities, and  
23 they're very pleased with the facilities, and it  
24 doesn't take away from process, but at the end of the  
25 day, the product that was delivered, people generally

1 speaking are very pleased to have a second ice surface  
2 and a second aquatics facility. And if the community  
3 is not about family and their ability to enjoy the  
4 community, then I -- I don't know what it is.

5 I'll provide more detail obviously in  
6 the closing submissions that we have the opportunity  
7 to do so --

8 THE HONOURABLE FRANK MARROCCO: Okay.

9 MR. PAUL BONWICK: -- but before I --  
10 I close out, I've never experienced directly or  
11 indirectly a judicial inquiry before, and while I  
12 didn't have the benefit of -- of counsel, I did want  
13 to say to you, and I think you know this, but  
14 irrespective of the cross-examination, the lawyers,  
15 the participants -- the lawyers representing the  
16 participants have been nothing but collegial,  
17 professional. There's always good discussion in terms  
18 of what we think collectively or how we would approach  
19 you, and so I want to thank all of them for their hard  
20 work and their sort of conciliatory approach.

21 As a layperson that's never experienced  
22 this before and not necessarily extremely strong  
23 computer skills, I can tell you that Ms. McGrann, Mr.  
24 Mather, the support team on the technical side, always  
25 there for us, 9:30 at night, 11 o'clock at night, 6:30

1 in the morning. They're there trying to help us help  
2 you.

3                   The court reporter, the clerk, they've  
4 all just done such a great job, and I just want to say  
5 thank you for all the hard work that they've provided.  
6 This has been a very tedious exercise in terms of time  
7 and trying to get it done in a time frame that you've  
8 committed to, and I want to say thank you to them.

9                   I am sure that you provided me latitude  
10 based on my inexperience, and so I'm not -- I'm hoping  
11 I didn't take up too much more time than I needed to  
12 during these past number of months, but it was always  
13 my intent to try to give my perspective and how that  
14 might help you arrive at the decision or the  
15 recommendations that you're going to arrive at, and so  
16 I would simply conclude by thanking you for giving me  
17 the kind of latitude that you did.

18                   I'll close out my comments on that, so  
19 thank you.

20                   THE HONOURABLE FRANK MARROCCO: Thank  
21 you, Mr. Bonwick. You can return to counsel table.

22                   Just actually I should -- Mr. Bonwick,  
23 I of course cut off my own -- in my enthusiasm to  
24 conclude the matter, I neglected to ask my own counsel  
25 if they have any re-examination.

1 MR. JOHN MATHER: I've prepared a  
2 lengthy and probing re-exam, but I'll read between the  
3 lines and say no further questions.

4 THE HONOURABLE FRANK MARROCCO: Thank  
5 you, Mr. Bonwick. Sorry -- sorry, Mr. Mather.

6 Just let me first of all ask you about  
7 closing submissions. They'll be in writing. There'll  
8 be no oral submissions.

9 Last time we allowed basically two (2)  
10 months, which would take us to the end of December.  
11 Obviously I'm not going to be asking people to read  
12 the final version of the closing submissions on New  
13 Year's Eve. So if -- if we stuck to the two (2) month  
14 period, then January 10th would be the deadline, which  
15 I think is the Friday of that week.

16 Does that -- is there -- is -- I won't  
17 -- I wouldn't want it longer than that. I'm prepared  
18 to entertain shorter than that. Does that period of  
19 time seem reasonable to everybody?

20 MR. FREDERICK CHENOWETH: I'm content,  
21 Your Honour.

22 THE HONOURABLE FRANK MARROCCO: Thank  
23 you, Mr. Chenoweth. Mr. Bonwick...?

24 MR. PAUL BONWICK: Yes, Your Honour.

25 THE HONOURABLE FRANK MARROCCO: Mr.



1 Trudell...?

2 MR. BILL TRUDELL: Yes. Thank you,  
3 sir.

4 THE HONOURABLE FRANK MARROCCO: Mr.  
5 Breedon...?

6 MR. RYAN BREEDON: Yes. That's fine,  
7 thank you.

8 THE HONOURABLE FRANK MARROCCO: All  
9 right. So January 10th for closing submissions.

10 So now for the benefit of the people  
11 who choose to watch or read the transcript, we've  
12 concluded the first two (2) parts of the Inquiry.

13 Part 1 examined the sale of the 50  
14 percent interest that the Town -- a hundred -- half of  
15 the Town's interest in Collingwood Utility Services  
16 Corporation to PowerStream, and Part 2 looked at the  
17 proceeds of that sale, how they were spent, and -- in  
18 the context of the recreational facilities at Central  
19 Park and Heritage Park, and fees or benefits paid to  
20 anyone involved in the creation of the recreational  
21 facilities.

22 We have one (1) more part to go, Part  
23 3, which addresses policy issues raised by the - the  
24 various issues that were -- we confronted as we went  
25 through Part 1 and Part 2.

1                   During the first two (2) parts, just by  
2 way of accounting, just in case anyone's interested,  
3 and I suspect given the work all of you put in --  
4 those of you who were part of both parts, put into  
5 this, you might find this interesting, there were  
6 forty-nine (49) witnesses in -- including the  
7 witnesses who participated by affidavit. There were  
8 fifty-six (56) hearing days and over five hundred  
9 thousand (500,000) documents.

10                   It's -- it's been a thorough and  
11 stressful process, and I want to say that I'm quite  
12 convinced we could not have gotten through this in  
13 that period of time without your cooperation, as --  
14 I'm satisfied that -- that counsel that were assisting  
15 me, I -- I don't think I could have asked them to put  
16 in any more work than the work they put in.

17                   But notwithstanding all that work, we  
18 still can't do it in an efficient way if you  
19 collectively decide not to cooperate, and I've been  
20 around long enough to know that, and so I want to  
21 thank you personally for your assistance, your  
22 cooperation in putting up with the deadlines and the  
23 nine o'clock starts and -- and -- and various other  
24 threats that were made in order to try to bring this  
25 to a conclusion. I'm not naive enough to think that

1 you couldn't be difficult if you wanted to, and so I  
2 want to thank you for your assistance.

3                   For the benefit of people who are  
4 interested, the third part will be shorter, probably  
5 four (4) days of expert panels, and we will get  
6 comments on -- and -- and the perspectives of informed  
7 people on issues that -- conflict of interest  
8 lobbying, recruitment, municipal governance, and to  
9 try to arrive at some reasonable reflection from a  
10 policy perspective on -- and sort of a go-forward  
11 basis of what kind of policies that the Town might  
12 consider.

13                   And -- and we will put on the website  
14 who the panelists are. You -- you'll get some sense  
15 of their expertise so that people will have some sense  
16 of the people that are offering advice on these  
17 various issues, and I must say I am very grateful to  
18 those people, because I can tell you, most of them are  
19 contributing their expertise voluntarily and they're  
20 volunteering it, a little different than -- sometimes  
21 experts are different than that, but -- and so I -- I  
22 won't -- I won't now go through all the experts and  
23 what their qualifications are, but you'll see that  
24 when you look at it and we get it up on the website,  
25 that they're people whose perspective will be

1 interesting for us to consider on a go-forward basis.

2           The final stage in those hearings are  
3 November 27, 28, 29, and December 1, subject to  
4 change, but I don't think they will change. We might  
5 need more time but I hope not.

6           After that, I'll receive your closing  
7 submissions in the way that we've just discussed, and  
8 then at that point in time we have the responsibility  
9 to write a report, and it'll be released next -- next  
10 year.

11           My plan -- I probably should have  
12 checked with my counsel before I said this, but -- but  
13 I -- I'd like to get this finished by the end of  
14 February so that we have reported in a timely fashion  
15 after the conclusion of the -- after the conclusion of  
16 Part 3.

17           So in any event, we are now adjourned  
18 and thank you all for your assistance.

19

20 --- Upon adjourning at 11:50 a.m.

21

22 Certified Correct,

23

24 \_\_\_\_\_

25 Wendy Woodworth, Ms.

<p> <u>        </u>                  \$  <b>\$12</b> 42:24  <b>\$15</b> 106:17  <b>\$20</b> 106:17  <b>\$35</b>                  39:8,11,1                  5 41:16                  42:25                  56:1                  107:1,17  <b>\$5</b> 106:17    <u>        </u>                  1  <u>        </u>  <b>1</b> 6:14                  11:20                  12:22                  13:5,21                  16:2,24                  27:1                  30:2,18                  33:9,11,2                  5 35:24                  37:12                  38:16                  45:18                  50:19                  51:9 60:4                  62:9,10                  66:18,22                  70:18,19                  77:11                  78:7 82:1                  97:13                  99:14                  113:13,22                  ,25 116:3  <b>10</b> 90:12                  99:6  <b>10:21</b> 68:16  <b>10:30</b> 68:17  <b>10:41</b> 77:18  <b>10:42</b> 77:19  <b>10:57</b> 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