



“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

September 11th, 2019

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APPEARANCES

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George Marron) For Sandra Cooper
Frederick Chenoweth) For Edwin Houghton
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1 --- Upon commencing at 10:08 a.m.

2

3 MR. GEORGE MARRON: You caught me at
4 an awkward moment.

5 THE HONOURABLE FRANK MARROCCO: Do --
6 do you need a moment?

7

8 (BRIEF PAUSE)

9

10 THE HONOURABLE FRANK MARROCCO: Hello,
11 everyone. Mr. Trudell, welcome to the Inquiry.

12 MR. BILL TRUDELL: Thank you very
13 much. This is Mr. Neubauer.

14 THE HONOURABLE FRANK MARROCCO:
15 Neubauer? Every -- everyone else is famil -- looks
16 familiar, so I won't acknowledge them.

17 So we're going to start the second part
18 of the Inquiry today. It's an examination of how the
19 proceeds of the sale were spent. It'll be shorter, I
20 anticipate, than the first part.

21 There's a list of anticipated witnesses
22 on our website. We've also posted Foundation Document
23 number 2, which deals with this aspect of the Inquiry.
24 I would just remind everyone who takes the time to
25 read Foundation Document number 2 that it hasn't been

1 tested for -- the documents referred to have not been
2 tested here for the truth of their contents, and that
3 the evidence may change the inferences you take from
4 the documents, the content of the documents, so it's
5 important to keep an open mind when you're reading
6 Foundation Document number 2.

7 After Found -- after the second part of
8 this Inquiry is completed, there will be a third phase
9 dealing with the policy implications of what we've
10 been talking about, which will involve the Town, and
11 ourselves, and people with expertise in the areas that
12 we're interested in. That will be shorter, probably
13 if -- two (2) or three (3) days, and that'll be -- the
14 dates aren't fixed yet, but probably latter part of
15 November. Obviously, we'll try to do that at a time
16 that's convenient for the witnesses, because they're
17 all -- they're -- they're not connected factually to
18 what we're dealing with, but they have expertise, and
19 they have schedules, and we have to try to accommodate
20 that.

21 But with that, let's get started.

22 MS. KATE MCGRANN: The first witness
23 will be Abigail Stec.

24 MR. WILLIAM MCDOWELL: So,
25 Commissioner, just before we swear the witness,

1 perhaps at the conclusion of the evidence-in-chief,
2 counsel could address you briefly on the batting order
3 for cross-examination?

4 THE HONOURABLE FRANK MARROCCO: I'm
5 aware -- I'm aware of that, and that's exactly what
6 we'll do.

7 MR. WILLIAM MCDOWELL: Thank you.

8

9 ABIGAIL STEC, Sworn

10

11 EXAMINATION-IN-CHIEF BY MS. KATE MCGRANN:

12 MS. KATE MCGRANN: Good morning, Ms.
13 Stec.

14 MS. ABIGAIL STEC: Good morning.

15 MS. KATE MCGRANN: I'm going to be in
16 -- begin by asking you some questions about your work
17 background. I understand that you're currently the
18 director of business development for Elephant Thoughts
19 Educational Outreach?

20 MS. ABIGAIL STEC: That's correct.

21 MS. KATE MCGRANN: It's my
22 understanding that that is a Canadian charity
23 focussing on supporting at-risk youth? Is that
24 correct?

25 MS. ABIGAIL STEC: Yes.

1 MS. KATE MCGRANN: In that role, I
2 understand that you're responsible for the
3 organization's sustainable building projects and grant
4 writing?

5 MS. ABIGAIL STEC: Yes.

6 MS. KATE MCGRANN: Would you please
7 provide us with a -- a brief overview of your grant
8 writing experience?

9 MS. ABIGAIL STEC: I would say in the
10 last decade or so, I've been involved in writing
11 grants at all levels of government, as well as family
12 foundations and other foundations. My level of --
13 I've been very fortunate with my level of success, and
14 have probably brought 5 to \$6 million into the
15 community for at-risk youth, and we also support
16 Indigenous youth across Canada.

17 MS. KATE MCGRANN: And the role that
18 you have at Elephant Thoughts, you've had that role
19 since 2016?

20 MS. ABIGAIL STEC: Yes.

21 MS. KATE MCGRANN: I understand that
22 you're also a LEED accredited professional, and you've
23 had that designation since 2005?

24 MS. ABIGAIL STEC: That's correct.

25 MS. KATE MCGRANN: Would you please

1 explain what that designation and that work involves?

2 MS. ABIGAIL STEC: LEED is a -- a
3 building designation for -- it's a grading system for
4 sustainable buildings, and it -- it -- there is --
5 there is LEED for existing buildings, LEED for new
6 construction, LEED for foreign neighbourhoods. And so
7 my -- my responsibilities within a LEED project would
8 be to administer all of the documents to get a
9 building certified as LEED. And so I'd work with
10 architects and engineers in the onset to do a design
11 charrette and make sure that the -- the owners of the
12 -- the property incorporated all of the green aspects
13 of the building that they wanted to.

14 MS. KATE MCGRANN: Turning from your
15 professional background to the matters that are the
16 subject of the Inquiry, when did you first learn about
17 the company Sprung Structures Incorporated?

18 MS. ABIGAIL STEC: I was director of
19 development at Pretty River Academy for a number of
20 years, and one (1) of the grants I wrote, I believe
21 back in 2014 -- or 2004, 2005, was for recreational
22 infrastructure. And we installed field turf on the --
23 an existing soccer pitch, at which time I went to the
24 community, Collingwood Soccer, the Georgian Bay
25 Titans, and we had a plan to cover that -- that soccer

1 pitch so that we -- it could be used for the
2 community.

3 MS. KATE MCGRANN: Pretty River
4 Academy is a -- a private school in Collingwood?

5 MS. ABIGAIL STEC: Correct.

6 MS. KATE MCGRANN: When you were
7 looking to cover the soccer fit -- the pitch, what did
8 -- what were you envisioning? What was the goal for
9 covering that field?

10 MS. ABIGAIL STEC: The soccer pitch
11 was 33,000 square feet. We had a bunch of golf
12 equipment that was going to be in the -- in the -- the
13 forward 10,000 square feet, and the rest would be
14 covered with the curtain across from where the golfing
15 part would be, and it was going to be supported with a
16 -- a double main -- double membrane structure with --
17 with insulation, so that we could have it up all year-
18 round, and it could be used by Pretty River Academy
19 during the school day and the community for the rest
20 of the time.

21 MS. KATE MCGRANN: In the work that
22 you were doing with respect to -- to covering that
23 soccer pitch, how did you -- how did you come to learn
24 about Sprung?

25 MS. ABIGAIL STEC: I did extensive

1 research on -- on all of the different structures that
2 were -- that were out there. I worked with a company
3 called Yeadon, and I worked with a company called the
4 Farley Group. And some of the domes that I
5 encountered were refurbished ones that were -- were
6 cheaper, and the Sprung was -- was definitely, in my
7 opinion, the best product, but also the most
8 expensive.

9 MS. KATE MCGRANN: So was it the case
10 that when you were looking at options for the school,
11 you identified several different suppliers, including
12 Sprung, Yeadon, and Farley?

13 MS. ABIGAIL STEC: Yes, and I did a
14 lot of research on operating costs, and -- and what it
15 would mean for a general business model for the
16 school.

17 MS. KATE MCGRANN: In the work that
18 you were doing at that time, did you have any direct
19 interactions with anyone from Sprung?

20 MS. ABIGAIL STEC: Yes.

21 MS. KATE MCGRANN: Who -- who did you
22 -- who did you interact with?

23 MS. ABIGAIL STEC: Dave MacNeil and
24 Tom.

25 MS. KATE MCGRANN: And do you remember

1 what Tom's last name was?

2 MS. ABIGAIL STEC: Conway (phonetic).

3 MS. KATE MCGRANN: What did the Pretty
4 River Academy ultimately elect to do with respect to
5 its soccer field?

6 MS. ABIGAIL STEC: I actually left the
7 school -- excuse me -- I actually left the school
8 before they actually erected a dome. In the end -- I
9 believe it was about six (6) months after I left --
10 they leased a dome from Yeadon Fabric Structures, and
11 subsequently erected that.

12 MS. KATE MCGRANN: When did you leave
13 the Pretty River Academy?

14 MS. ABIGAIL STEC: October of 2011.

15 MS. KATE MCGRANN: If we could turn up
16 TOC50028.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: This is a -- a June
21 14th, 2011 email that you sent to Paul Bonwick, Ed
22 Houghton, Michelle Rich, Kevin Lloyd, and Roberta
23 Murray Hirst, along with a woman by the name of Lorna
24 MacDougall. The subject is, "Meeting rescheduled."
25 And you have written an email, here, advising everyone

1 that the meeting is rescheduled for -- has been
2 rescheduled, and you've attached an agenda.

3 What was this email about?

4 MS. ABIGAIL STEC: I was approached by
5 the Environment Network. I was actually on their --
6 their Board of Directors for a number of years.
7 Michelle Rich was the -- the executive director at the
8 time of this email, and we were approached at Pretty
9 River Academy to embark on a project where it would be
10 a regional initiative.

11 There was a gentleman named John
12 Delzotto from -- from Toronto, a scientist, and he was
13 interested in working with Pretty River Academy in
14 something called biomimicry.

15 And so we had some meetings -- some
16 focus meetings at Pretty River Academy, and the -- the
17 overall scope was to try and encourage environmental
18 education, specifically about biomimicry from -- for
19 students from JK to Grade 12 at Pretty River Academy.
20 And then we were going to incorporate those concepts,
21 and partner with Georgian College so that there would
22 be a whole continuum from JK right to the college
23 level. And it would be sort of a flagship program
24 in the Collingwood -- or actually the region for
25 biomimicry.

1 MS. KATE MCGRANN: I'm going to ask
2 you some questions about the individuals copied on
3 this email, but before I do that, I see that you have
4 attached an agenda to this email. The agenda is at
5 TOC0050028. Just turn that document up, please.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: If you can scroll
10 down, under the heading "Open Discussion," the first
11 bullet point says, "Framework for Creating World-Class
12 Opportunities for Environmental Science in Collingwood
13 Area, Dome/Adjacent Building Project." So you told us
14 that you were looking at, or you began looking at a
15 dome in 2004. This is now 2011.

16 What was the status of your work with
17 respect to the dome at the Pretty River Academy at
18 this point in time?

19 MS. ABIGAIL STEC: Pertaining
20 specifically to this project, it was suggested that
21 perhaps instead of putting a dome up at Pretty River
22 Academy we should have a flat roof structure that
23 could house both wind generators and solar panels, and
24 it was at that point that I went back to Sprung to see
25 if -- if that would be something that would be

1 feasible for a Strung -- Sprung product.

2 MS. KATE MCGRANN: Had you stayed in
3 contact with either Mr. Lloyd or Mr. MacNeil from
4 Sprung from the time that you had first connected with
5 them back in 2004?

6 MS. ABIGAIL STEC: I think maybe just
7 on a -- a very light level. We had a -- I think we'd
8 formed a fairly meaningful business relationship in
9 terms of I was very, very impressed by -- by them, the
10 way that they -- their customer care, that -- that
11 type of thing.

12 They were in constant contact to see if
13 our circumstances had changed and -- and we were
14 needing any assistance from them, and so it would have
15 been a loose engagement but -- but I definitely was
16 still in contact with them, yes.

17 MS. KATE MCGRANN: Turn your attention
18 back to the email that you sent, circulating this
19 agenda, so back to TOC50028. With respect to the
20 people that you circulated this email to, who selected
21 this group of people and why are they being contacted
22 about this -- this project?

23 MS. ABIGAIL STEC: I don't know the
24 answer to that. I was -- I was asked to be a
25 participant. I wasn't the one that pulled all of the

1 people together for the meeting, so I believe either
2 the environment network set it up or one of the other
3 people on the list. I don't recall who -- who
4 actually founded the idea.

5 MS. KATE MCGRANN: For how long were
6 you working with the individuals on this list on the
7 Pretty River Academy Project?

8 MS. ABIGAIL STEC: I believe we had
9 three (3) or four (4) meetings at Pretty River
10 Academy.

11 MS. KATE MCGRANN: During the time
12 that you were working on the Pretty River Academy
13 Project, were you already familiar with Paul Bonwick?

14 MS. ABIGAIL STEC: Yes, vaguely.

15 MS. KATE MCGRANN: What did you know
16 about him during the time that you were working on
17 this project with him?

18 MS. ABIGAIL STEC: I -- I moved to
19 Collingwood 1991, I believe, and I worked with a group
20 of doctors in the community on eating disorders, and
21 we had -- Dr. Maury O'Neill and I had reached out to
22 Mr. Bonwick when he was an MP and that was my only
23 interaction with him at that point.

24 MS. KATE MCGRANN: Did you have any
25 understanding as to why he in particular was involved

1 in this project?

2 MS. ABIGAIL STEC: I believed it to be
3 of a political nature, that he had connections that
4 could help the project move forward.

5 MS. KATE MCGRANN: During the time
6 that you worked on this project with this group, did
7 you come to understand what business Mr. Bonwick was
8 in?

9 MS. ABIGAIL STEC: Yes.

10 MS. KATE MCGRANN: And what did you
11 learn about the business that he was working in?

12 MS. ABIGAIL STEC: I learned that
13 Compenso Communications was a -- a political lobbyist
14 company, or communications company.

15 MS. KATE MCGRANN: Did you understand
16 that company to have an area of focus, specific
17 industries or anything like that?

18 MS. ABIGAIL STEC: No.

19 MS. KATE MCGRANN: With respect to Mr.
20 Houghton, what did you know about Mr. Houghton at the
21 time that you were working on the Pretty River Academy
22 Project?

23 MS. ABIGAIL STEC: I had -- the first
24 time I met Mr. Houghton was, we were -- we had to put
25 a turning lane in when we were constructing the

1 school, and Mr. Houghton came out to do a site visit
2 and I met him initially then, and I had a couple of
3 meetings with him and the principal of Pretty River
4 Academy during the planning and construction phase of
5 the school, and that had been my -- my only
6 interaction with him to that point.

7 MS. KATE MCGRANN: And why was Mr.
8 Houghton someone that you were speaking to about the
9 turning lane? What did you understand his role to be?

10 MS. ABIGAIL STEC: He was the CEO of
11 Collus Power -- or Collus at the time.

12 MS. KATE MCGRANN: What was your
13 understanding about why he was involved in the Pretty
14 River Project that you were emailing about?

15 MS. ABIGAIL STEC: I'm not sure that I
16 -- that I really reflected on what his role was. I
17 just assumed he was part of the power company.

18 MS. KATE MCGRANN: And with respect to
19 Kevin Lloyd, what did you know about him when he was
20 involved in this project?

21 MS. ABIGAIL STEC: That was the first
22 time that I had met Mr. Lloyd and I wasn't sure what
23 his -- what his role was in that group other than to
24 represent council and -- and he would be the person
25 that would report back to council if we -- if we

1 needed their support in the future.

2 MS. KATE MCGRANN: I'd like to turn
3 your attention now to the document at TOC50747.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: This is a June
8 26th, 2011, email that you are sending to Mr. Bonwick
9 and Mr. Houghton, along with Michelle Rich. You
10 write:

11 "Hi Paul: In view of our prior
12 conversation today regarding the
13 possibility of a flat roof structure
14 as opposed to a fabric dome
15 structure in the sports facility, I
16 have set up a meeting with one of my
17 colleagues at Sprung Structures on
18 Tuesday at ten."

19 Who are you referring to when you --
20 when you say you're setting up a meeting with one of
21 your colleagues at Sprung Structures?

22 MS. ABIGAIL STEC: Tom Lloyd and Dave
23 MacNeil.

24 MS. KATE MCGRANN: Did the meeting
25 that you discuss in this email take place?

1 MS. ABIGAIL STEC: Yes.

2 MS. KATE MCGRANN: Do you recall who
3 attended the meeting?

4 MS. ABIGAIL STEC: No.

5 MS. KATE MCGRANN: Do you recall what
6 was discussed at the meeting?

7

8 (BRIEF PAUSE)

9

10 MS. ABIGAIL STEC: Sorry, I just want
11 to clarify.

12

13 (BRIEF PAUSE)

14

15 MS. ABIGAIL STEC: I believe all of
16 the same people that were at the previous meeting were
17 at this meeting, and we just discussed further plans
18 on the scope of work of the project.

19 MS. KATE MCGRANN: When you say you
20 believe that all the people who were at the previous
21 meeting were at this meeting, are you referring to the
22 meeting with Sprung Structures?

23 MS. ABIGAIL STEC: No. The previous
24 meeting at Pretty River Academy.

25 MS. KATE MCGRANN: In this email you

1 report to the recipients that you set up a meeting
2 with one of your colleagues at Sprung Structures.

3 With respect to the meeting with Sprung
4 that you described here, do you remember who attended
5 that meeting?

6 MS. ABIGAIL STEC: I'm sorry, yes.
7 That was -- that would have been myself, the principal
8 of Pretty River Academy, Roberta Murray Hirst, and Tom
9 Lloyd and Dave MacNeil. Sorry, I misunderstood the
10 question.

11 MS. KATE MCGRANN: No problem.
12 It's...

13 Do you remember what was discussed at
14 the meeting that you attended with your colleague from
15 Pretty River Academy and -- and Sprung?

16 MS. ABIGAIL STEC: It was customary of
17 me to be very excited about these projects, so I am
18 sure I came at it with vigour. I was very excited
19 about the prospect of finding a solution to help
20 Pretty River Academy in -- in this project, and we
21 discussed the fact that Sprung Structures do not have
22 a flat roof structure.

23 MS. KATE MCGRANN: I understand from
24 the evidence that you've already given that the Pretty
25 River Academy did not proceed with Sprung.

1 Did you stay in touch with Tom Lloyd
2 and Dave MacNeil from Sprung after June 26th, 2011?

3 MS. ABIGAIL STEC: I don't know that
4 date. I don't believe I spoke to them again until Tom
5 Lloyd reached out to me after I had left the school.

6 MS. KATE MCGRANN: I'll ask you some
7 questions about that in a bit, but before we get there
8 I'd like to turn now to the work you took on after you
9 left the Pretty River Academy.

10 THE HONOURABLE FRANK MARROCCO: Just
11 before -- you may not know the answer to this, but I
12 think just be -- I think it needs to be asked anyway.

13 Tom Lloyd, Kevin Lloyd, did you have
14 any reason to think or know whether they were related
15 in any way?

16 MS. ABIGAIL STEC: No, but I asked and
17 I found out they weren't.

18 THE HONOURABLE FRANK MARROCCO: They
19 were not?

20 MS. ABIGAIL STEC: No.

21 THE HONOURABLE FRANK MARROCCO: Okay.

22

23 CONTINUED BY MS. KATE MCGRANN:

24 MS. KATE MCGRANN: So just to help
25 ground us in time, I'm going to ask that you be shown

1 paragraph 28 of the Foundation Document II.

2 And this paragraph describes that on
3 October 26th you send Mr. Houghton your new contact
4 information and you're emailing from a compenso.ca
5 email address and your email signature identifies you
6 as a senior associate at Compenso.

7 How did you come to be working at
8 Compenso at this time?

9 MS. ABIGAIL STEC: So I started
10 working at Compenso after Thanksgiving in 2011. I had
11 made a decision to leave Pretty River Academy and Mr.
12 Bonwick had offered me a position, or at least sort of
13 a fact-finding on a company called International Solar
14 Solutions and I was very, very excited about the
15 opportunity because I -- since I'd become a -- a lead
16 AP I had wanted to sort of further my -- my
17 environmental desire to make a difference.

18 And so I had met with Mr. Bonwick to
19 talk about the opportunity and decided to make the
20 move from Pretty River to -- to work for ISSI.

21 MS. KATE MCGRANN: Okay. So a couple
22 of questions about that. Can you tell us about what
23 led to Mr. Bonwick offering you the opportunity with
24 ISSI?

25 MS. ABIGAIL STEC: He explained to me

1 that there was a -- sort of a company that was at the
2 grass-roots level, there was an inventor in London,
3 Ontario, that had designed the solar vent and that
4 they needed a real -- a person to be a face for the
5 company that could hit the ground running and get the
6 -- get the solar vent into big box stores, possibly
7 into the US, work on the marketing and the business
8 model for the solar vent, maybe do trade shows, that
9 type of thing.

10 And I was really interested in being
11 involved in something at the ground level like that.
12 So I made the -- I made the decision to do that.

13 Paul introduced me to a gentleman named
14 Peter Budd, who was part of International Solar
15 Solutions and they invited me to have lunch with them.

16 And after that lunch, I was -- I was
17 hired.

18 MS. KATE MCGRANN: Just to understand
19 how you ended up talking with Mr. Bonwick about
20 potential opportunities, had you stayed in contact
21 with him since the work that you did at the Pretty
22 River Academy?

23 MS. ABIGAIL STEC: We had those
24 conversations before I left Pretty River Academy, so
25 it was all -- it was all in a very tight timeframe.

1 MS. KATE MCGRANN: So your role, you
2 understand, is to be working on solar attic vents with
3 International Solar Solutions Inc., but your email has
4 got you as a senior associate at Compenso.

5 How did those two (2) concepts go
6 together?

7 MS. ABIGAIL STEC: Mr. Bonwick
8 explained to me that because it was a start-up company
9 that ISSI didn't have the money to -- to actually pay
10 my salary, so I would become a part of Compenso, as a
11 senior associate and -- and I believe that he would be
12 reimbursed for part of my salary. I'm not exactly
13 sure how that -- how that transpired.

14 But I -- I became -- I shouldn't
15 actually say that I became an employee of Compenso,
16 because I've always had my own business, S-Tec
17 Consulting, so I was actually a consultant, I wasn't
18 an actual employee for Compenso.

19 MS. KATE MCGRANN: So you were -- you
20 were in a consultant role through your company, and
21 your title was senior associate at Compenso?

22 MS. ABIGAIL STEC: Yes, correct.

23 MS. KATE MCGRANN: Other than the work
24 that you were going to be doing on the solar attic
25 vents during the time that you had the title senior

1 associate at Compenso, did you have any other
2 responsibilities with the company?

3 MS. ABIGAIL STEC: From time to time
4 Paul would ask me to help him with some administrative
5 things, but -- but I was mostly focussed on -- on the
6 solar vent.

7 MS. KATE MCGRANN: You had mentioned
8 earlier that you understood Compenso's business to
9 involve lobbying. Were you expected to or did you
10 assist Mr. Bonwick with any of his lobbying activities
11 while you were a senior associate at Compenso?

12 MS. ABIGAIL STEC: No, at -- I think
13 in and around that time Mr. Bonwick was working on a
14 lot of different communications projects as well too.

15 MS. KATE MCGRANN: And did you provide
16 him with assistance on any of the communication
17 projects he was working on?

18 MS. ABIGAIL STEC: Maybe some light
19 administrative things, but not -- nothing sort of
20 project-oriented.

21 MS. KATE MCGRANN: I'm going to turn
22 your attention to paragraphs 25 and 26 of the
23 Foundation Document.

24 These paragraphs describe email
25 correspondence that you have with Mr. Bonwick and Mr.

1 Houghton about an OPA application and funding
2 opportunities, October 3rd, 2011.

3 For starters, can you help us
4 understand what the acronym OPA refers to?

5 MS. ABIGAIL STEC: Mr. Bonwick and Mr.
6 Houghton had reached out to me in terms of looking for
7 some expertise on -- on grant writing and -- and what
8 would be available to help assist get the solar vent
9 off the ground and I believe that Mr. Budd had been
10 working -- had contacts with in the OPA and they were
11 hoping to do an OPA application for the solar vent.

12 MS. KATE MCGRANN: Do you know what
13 OPA stands for?

14 MS. ABIGAIL STEC: The Ontario Power
15 Authority.

16 MS. KATE MCGRANN: You say that Mr.
17 Bonwick and Mr. Houghton reached out to you. What did
18 you understand Mr. Houghton's role was with respect to
19 the -- the attic vents?

20 MS. ABIGAIL STEC: I know that through
21 the -- the local distribution company -- well, across
22 Ontario anyway, I was made aware that there -- there
23 was funding available for projects that for renewable
24 energy conservation measures that could be taken in
25 different communities and that there was a list of

1 authorized projects or -- or actually authorized
2 products that could be on a list that would be
3 certified so that it would enable the customer at the
4 end to get rebates.

5 And so it was -- it was the hope of Mr.
6 Budd and Mr. Bonwick that we could get the product,
7 the solar vent, onto this list with the Ontario Power
8 Authority and I believe Mr. Houghton was working
9 towards getting something for -- for Collus in that
10 regard as well.

11 MS. KATE MCGRANN: Other than Mr.
12 Houghton's hope to get Collus involved, as you've
13 described, did you understand him to have any other
14 relationships with either Compenso or ISSI?

15 MS. ABIGAIL STEC: No.

16 MS. KATE MCGRANN: If you could look
17 at paragraph 27 of the Foundation Document, just
18 scroll down a bit. On October 5th, 2011, we see you
19 sending an email to Mr. Houghton and Mr. Bonwick,
20 advising that your phone had quit and providing a
21 temporary cell phone number.

22 Can you help us understand why you were
23 giving your contact information to these two gentlemen
24 at this time?

25 MS. ABIGAIL STEC: I was in fairly

1 constant contact with -- with both of them at that
2 time?

3 MS. KATE MCGRANN: And for what reason
4 were you in constant contact with both of them at this
5 time?

6 MS. ABIGAIL STEC: I was learning a
7 lot about -- about the -- the solar vents and had
8 constant questions and I don't remember exactly, you
9 know, what those conversations were that transpired,
10 but I was in contact with them.

11 MS. KATE MCGRANN: Were you engaging
12 in a similar level of conduct with Mr. Budd at ISSI at
13 this point in time?

14 MS. ABIGAIL STEC: No, I didn't have
15 much contact with him at all.

16 MS. KATE MCGRANN: In the work that
17 you were doing for -- for ISSI through Compenco on the
18 solar attic vents in the fall of 2011, who were you
19 primarily in contact with about that work?

20 MS. ABIGAIL STEC: Mr. Bonwick.

21 MS. KATE MCGRANN: If we could look at
22 paragraph 29 of the Foundation Document, here we see
23 you sending an email to Mr. Houghton on November 4th,
24 2011 with the subject "pilot program" and you write
25 that you've been asked by Paul to include information

1 regarding the structure for the wind vent pilot
2 project in the business plan, at the earliest
3 convenience could you please send me what you feel
4 would be pertinent.

5 I'm going to ask you to -- to pull up -
6 - or take a look at the document itself. It's at
7 TOC65471.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: Scroll down,
12 please, all the way to the bottom. All right. And
13 back up.

14 So, this email reads as if you're --
15 you're providing information or a comment.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: Do you remember
20 what you were sending across at this point in time?

21

22 (BRIEF PAUSE)

23

24 MS. ABIGAIL STEC: I think, at this
25 time, I was trying to get some more information on the

1 Collus solar power attic vent partnership that was
2 with ISSI.

3 MS. KATE MCGRANN: You refer to a
4 business plan in this email. What business plan were
5 you referring to?

6 MS. ABIGAIL STEC: Oh, that was one
7 (1) that I was working on for ISSI.

8 MS. KATE MCGRANN: And if you scroll -
9 - well, actually, you don't have to scroll up. You
10 can see that Mr. Houghton responds to you that you've
11 been working with Paul too long already, and he asks
12 you, "What are you talking about."

13 Scroll up. We can see that you respond
14 with an explanation. You say you were referring to
15 the roof vent for 100 program that has been set up
16 with Collus and the other five (5) companies. If you
17 have any background, to please send it to me, hope
18 that helps.

19 Beyond Collus' involvement in this
20 program that you refer to here, was Mr. Houghton
21 involved in -- in that program to a further extent?

22 MS. ABIGAIL STEC: He provided me with
23 a lot of background information on how that was set
24 up. And he gave me the history on the launch that had
25 taken place with the solar vents.

1 And I -- I would talk to him from time
2 to time about -- about how to proceed with that
3 project.

4 MS. KATE MCGRANN: I'd like to turn
5 your attention now to the document at CPS8936.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Yes.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: This is an email
14 dated November 11th, 2011, to Mr. Houghton with a copy
15 to Mr. Bonwick. The subject is, "First cut-business
16 plan." And you write:

17

18

19

20

21

22

23

24

25

"Hi, Ed. Attached is the
preliminary framework for the
business plan. As we discussed,
this document is pertaining to the
distribution company, although
several components with be
applicable to the ISSI plan.
At your earliest convenience I would
greatly value your feedback."

1 I'm going to turn to the attachment in
2 a second, but I just want to ask you some questions
3 about this email first. You write:

4 "As we discussed, this document is
5 pertaining to the distribution
6 company."

7 Do you recall what discussions you're
8 referring to there?

9 MS. ABIGAIL STEC: At that point in
10 time, I believe we had had some discussions that Mr.
11 Bonwick would set up a separate distribution company,
12 but I don't remember the details regarding that.

13 MS. KATE MCGRANN: Let's look at the
14 attachment for a second. It's, I believe, CPS8937_1.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: The document that
19 you sent over to Mr. Houghton is a International Solar
20 Solutions Inc. marketing and distribution plan, if you
21 could scroll down a little bit, dated November 11th,
22 2011. I just show you this to refresh your memory as
23 to what the attachment was.

24 If we could turn back to the email at
25 8936_1.

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Do you recall why
4 you were sending this business plan to Mr. Houghton
5 for feedback at this point in time?

6 MS. ABIGAIL STEC: Yes, I do,
7 absolutely. Mr. Bonwick had asked me to send it over
8 to Ed. I was working on an initial framework, and I
9 wasn't -- I wanted to make sure that it was sort of in
10 keeping with -- with what their -- their thoughts were
11 on what the business plan should look like.

12 And so, Paul indicated that Ed would
13 have some -- some background and -- and be able to
14 provide me with some feedback on that.

15 MS. KATE MCGRANN: Background on what?

16 MS. ABIGAIL STEC: On the structure of
17 the -- of the business model to make sure that I was
18 on the right track.

19 MS. KATE MCGRANN: Did you understand
20 why Mr. Houghton would have background information on
21 the business model that ISSI's distribution company
22 was looking at starting?

23 MS. ABIGAIL STEC: I wasn't sure
24 whether or not Mr. Bonwick was referring to the actual
25 business model or the structure of creating the

1 business model.

2

3

(BRIEF PAUSE)

4

5 MS. KATE MCGRANN: During the time
6 that you were a senior associated at Compenso,
7 generally, can you let us know, how often were you
8 interacting with Mr. Houghton?

9 MS. ABIGAIL STEC: Not often. Maybe
10 once a week.

11 MS. KATE MCGRANN: Were those
12 interactions specifically related to Collus' --
13 Collus' involvement in the solar attic work that
14 Compenso and ISSI were doing, or was it -- was it on
15 other topics, as well?

16 MS. ABIGAIL STEC: I would say
17 generally it was -- it was referring -- ferring to the
18 -- the ISSI project with Collus.

19 MS. KATE MCGRANN: Were those
20 interactions generally by email, over the phone, or in
21 person?

22 MS. ABIGAIL STEC: It varied.
23 Sometimes he'd stop by the office.

24 MS. KATE MCGRANN: At any point during
25 the time that you were a senior associate at Compenso

1 did you understand Mr. Houghton's involvement in the
2 solar attic vent project to be anything beyond the
3 work that he was doing on behalf of Collus?

4 MS. ABIGAIL STEC: No.

5 MS. KATE MCGRANN: Turning now to the
6 work that you started doing with Green Leaf. If we
7 could look at paragraph 34 of the Foundation Document.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: So, by May 2012,
12 you're now sending emails from an account at Green
13 Leaf that indicate that you are the managing director,
14 or a managing director of that company.

15 Can you help us understand how you came
16 to be working for Green Leaf?

17 MS. ABIGAIL STEC: In the months prior
18 to this email, Mr. Bonwick, I -- in -- in my opinion,
19 had been growing increasingly unhappy with -- with the
20 way things were transpiring with ISSI and with
21 particular emphasis on the relationship with the
22 inventor, Tom Bushey.

23 He was not willing to be open to some
24 of the business ideas that Mr. Bonwick had put forth.
25 And Mr. Bonwick decided that we perhaps -- or he

1 perhaps could start Green Leaf Distribution and that
2 there may even be an opportunity to design a different
3 solar vent and take that one (1) to the market.

4 MS. KATE MCGRANN: Did -- did the
5 relationship that -- did the relationship with ISSI
6 deteriorate or did Green Leaf continue to work with
7 ISSI going forward?

8 MS. ABIGAIL STEC: It essentially
9 deteriorated in the sense that -- that we had broken
10 away from -- from ISSI but maintained a good
11 relationship with them.

12 MS. KATE MCGRANN: But you had started
13 as a senior associate at Compenso as opposed to
14 working directly with ISSI; now you've explained to us
15 why.

16 Did you ever -- did you ever consult
17 directly with ISSI?

18 MS. ABIGAIL STEC: Very rarely. They
19 had a -- they had a junior person working with -- with
20 Peter Budd, Alex. I don't recall his last name. I
21 did -- I did speak to him from time to time but not a
22 lot.

23 And you explained to us that you had
24 started out as a consultant to Compenso because ISSI
25 was a startup and it made more sense for -- for your

1 fees to be paid through Compenso.

2 Did you ever establish a consulting
3 contractual relationship directly with ISSI?

4 MS. ABIGAIL STEC: No.

5 MS. KATE MCGRANN: Did you start as
6 the managing -- managing director of Green Leaf?

7 MS. ABIGAIL STEC: Yes.

8 MS. KATE MCGRANN: Why did you
9 transition from Compenso over to Green Leaf?

10 MS. ABIGAIL STEC: I would say that it
11 was a -- it was a continuation of the work I was
12 doing, and -- and that transition had taken place into
13 Green Leaf, and -- and I went -- I went with it.

14 MS. KATE MCGRANN: At this point in
15 time -- May 2012 -- you'd been working on the solar
16 attic vents for a couple of months. Why did you want
17 to continue to do that work?

18 MS. ABIGAIL STEC: I was still very,
19 very excited about it. I really enjoyed working with
20 Mr. Bonwick. I believed that it was an opportunity
21 for -- for me to really make a difference in -- in the
22 industry and the -- the environmental sector. And I
23 was really committed and loved my job.

24 MS. KATE MCGRANN: Other than the work
25 on the solar attic vents, was Green Leaf involved in

1 anything else as at May 2012?

2 MS. ABIGAIL STEC: Green Leaf evolved
3 into a whole bunch of different initiatives. I can't
4 specify by date, but we -- we manufactured a compost
5 deodorizer that we worked with the County on.

6 I was trying to -- to branch out and --
7 and advertise our lead services. And we had -- we had
8 several initiatives on the -- on the go at that time.

9 MS. KATE MCGRANN: What were your
10 day-to-day responsibilities like with the company?

11 MS. ABIGAIL STEC: This is -- this is
12 when I was managing director?

13 MS. KATE MCGRANN: M-hm.

14 MS. ABIGAIL STEC: All of the day-to-
15 day activities really.

16 MS. KATE MCGRANN: Was there anybody
17 working for the company in the spring, early summer of
18 2012?

19 MS. ABIGAIL STEC: We had a student,
20 Ryan Manchee, that was working with us as well.

21 MS. KATE MCGRANN: Did Mr. Bonwick
22 have a role with Green Leaf?

23 MS. ABIGAIL STEC: Not really, no. He
24 was more of an advisor.

25 MS. KATE MCGRANN: During the time

1 that you had the title of managing director at
2 Green Leaf, how were you compensated for your work for
3 the company?

4 MS. ABIGAIL STEC: I was paid a
5 salary, but again through S-Tec Consulting as a
6 consultant.

7 MS. KATE MCGRANN: Was anybody else
8 compensated for their work for the company during that
9 time?

10 MS. ABIGAIL STEC: I believe Ryan
11 Manchee.

12 MS. KATE MCGRANN: To your knowledge,
13 was there any arrangement in place for Mr. Bonwick to
14 be compensated for work he did for the company at that
15 time?

16 MS. ABIGAIL STEC: There were -- there
17 were times when -- when he was compensated for some of
18 the -- the consulting work that he did.

19 MS. KATE MCGRANN: We're going to be
20 coming to work that Green Leaf did with BLT. In
21 advance of that work, what consulting work did
22 Mr. Bonwick do through Green Leaf?

23 MS. ABIGAIL STEC: He helped with
24 the -- the compost deodorizer initiative with the
25 County.

1 MS. KATE MCGRANN: Anything else?

2 MS. ABIGAIL STEC: Not that I'm aware

3 of right now.

4 MS. KATE MCGRANN: With respect to the

5 solar attic --

6 MS. ABIGAIL STEC: Oh, can I just go

7 back to that?

8 MS. KATE MCGRANN: Yes.

9 MS. ABIGAIL STEC: He -- he did -- he

10 did a lot in terms of helping the solar vent project

11 move forward.

12 MS. KATE MCGRANN: After the solar

13 attic work transitioned to Green Leaf and Mr. Bonwick

14 continued to work on that, did Green Leaf continue to

15 work with Collus on the attic vents?

16 MS. ABIGAIL STEC: Yes.

17 MS. KATE MCGRANN: And who was the --

18 and did Collus continue to work with Green Leaf on the

19 attic vents?

20 MS. ABIGAIL STEC: Yes.

21 MS. KATE MCGRANN: Sorry. Who was

22 your main contact at Collus on that project?

23 MS. ABIGAIL STEC: Glen McAllister, I

24 believe.

25 MS. KATE MCGRANN: Did you continue to

1 interact with Mr. Houghton about the attic vents once
2 you had transitioned over to Green Leaf?

3 MS. ABIGAIL STEC: Not much.

4 MS. KATE MCGRANN: If we could go to
5 paragraph 36 of the Foundation Document, please.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: This paragraph
10 describes that on June 19th, 2012, Mr. Bonwick issued
11 you a receipt for the purchase of 20 percent of the
12 shares in Green Leaf, and the receipt is in the amount
13 of \$69,000. Why did you choose to invest in the
14 company at this point in time?

15 MS. ABIGAIL STEC: I viewed it as an
16 incredible opportunity. I -- my decision was
17 predicated on -- on both Mr. Bonwick and possibly
18 Mr. Houghton becoming a partner after he retired.

19 I was really impressed with -- with
20 both these gentlemen and their backgrounds and -- and
21 what they -- what I could learn from -- from working
22 with them. And I -- I viewed it as an incredible
23 opportunity to really make a difference in the
24 energy -- or in the -- in the environmental sector.

25 MS. KATE MCGRANN: How was the share

1 price determined?

2 MS. ABIGAIL STEC: Mr. Bonwick did an
3 evaluation of -- of Green Leaf at that time.

4 MS. KATE MCGRANN: Did he explain to
5 you how he went about valuing the company?

6 MS. ABIGAIL STEC: No.

7 MS. KATE MCGRANN: Did he provide you
8 with any documentation related to the evaluation?

9 MS. ABIGAIL STEC: Yes. A
10 spreadsheet.

11 MS. KATE MCGRANN: Do you know where
12 the spreadsheet came from?

13 MS. ABIGAIL STEC: He generated it.

14 MS. KATE MCGRANN: Did you understand
15 what the basis of the evaluation was or the approach
16 he took to value the company?

17 MS. ABIGAIL STEC: Yes. It was based
18 on -- on future earnings that were possibilities.

19 MS. KATE MCGRANN: Did you take any
20 steps to verify the information that he gave you as
21 part of that valuation?

22 MS. ABIGAIL STEC: No, I did not.

23 MS. KATE MCGRANN: You mentioned that
24 your motivation in becoming a shareholder in the
25 company -- motivated by the possibility that

1 Mr. Houghton would become a partner in the company
2 when he retired. What discussions or information had
3 you had about that possibility at to the point in time
4 when you invest in the company?

5 MS. ABIGAIL STEC: I -- I knew that it
6 was -- it was something that Mr. Bonwick really
7 wanted. I think he had the sort of same vision that I
8 did that -- that Mr. Houghton would be an
9 invaluable -- invaluable resource to -- to join the
10 company. But he made it very clear that Mr. Houghton
11 couldn't do that until he had retired.

12 MS. KATE MCGRANN: Did he explain to
13 you or did you have any understanding about why
14 Mr. Houghton couldn't become a partner until he
15 retired?

16 MS. ABIGAIL STEC: Because it would
17 have been a conflict with his role at Collus.

18 MS. KATE MCGRANN: Did you ever have
19 any direct discussions with Mr. Houghton about the
20 possibility of him becoming a partner in the company
21 at some point in time?

22 MS. ABIGAIL STEC: No. It came
23 through Mr. Bonwick.

24 MS. KATE MCGRANN: Did Mr. Bonwick
25 ever indicate to you that he had had discussions with

1 Mr. Houghton about that possibility?

2 MS. ABIGAIL STEC: Yes.

3 MS. KATE MCGRANN: And you -- can you
4 tell us what you remember about what he told you about
5 that?

6 MS. ABIGAIL STEC: Just that he always
7 was -- was reminding him what a great opportunity it
8 would be once he retired.

9 MS. KATE MCGRANN: Did Mr. Bonwick
10 ever give any indication of Mr. Houghton's interest in
11 taking up that opportunity?

12 MS. ABIGAIL STEC: I don't recall.

13 MS. KATE MCGRANN: Other than yourself
14 and Mr. Bonwick, were there -- were you aware of any
15 other shareholders in Green Leaf during the time that
16 you were a shareholder in the company?

17 MS. ABIGAIL STEC: No, I was not.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: I'd like to turn
22 now to Green Leaf's discussions with Sprung in the
23 summer of 2012.

24 And just to provide you with some
25 context -- I can take you to these parts of the

1 document if you want -- but we can see from the
2 information we've reviewed and the information in the
3 Foundation Document that Council held a strategic
4 planning session with respect to potential recreation
5 facilities for the Town on June 11th, 2012.

6 On June 14th, 2012, Deputy Mayor Rick
7 Lloyd sent an email to Mr. Houghton, Town Council, and
8 some others asking staff to get a price for a building
9 to enclose an outdoor pool at Centennial Park and an
10 outdoor rink. And he specifically indicated that he
11 was interested in Sprung's buildings.

12 In June 2012, were you aware either of
13 the fact that -- well, first of all, were you aware of
14 the fact that Council was considering constructing
15 some recreation facilities for the Town?

16 MS. ABIGAIL STEC: Yes.

17 MS. KATE MCGRANN: How did you know
18 about that?

19 MS. ABIGAIL STEC: I think just from
20 general -- from working in the educational sector. I
21 was also -- at Pretty River Academy, I was -- I was
22 also in charge of all the facility rentals and -- and
23 realized what value they brought to the community.

24 I also -- when I first moved to the
25 community 20-odd years ago, there had been an

1 opportunity back then for a multi-use facility in
2 Collingwood, and it had fallen through. I think there
3 were a lot of interest groups that couldn't get on the
4 same page and -- and so the project fell through and
5 that there was -- there was a group that was trying to
6 sort of facilitate that -- that again.

7 So I -- I knew of -- of that. And I
8 had also heard rumblings, I'm not sure where, that the
9 pool at the YMCA was not adequate for competitions, I
10 guess, and -- and they were endeavouring to cover the
11 pool, the Centennial pool.

12 MS. KATE MCGRANN: If we could turn to
13 paragraph 250 of the Foundation Document.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This paragraph
18 describes a Council vote that took place on the July
19 16th, 2012 Council meeting. And if you could scroll
20 down. The minutes record that at that meeting Council
21 directed staff to pursue two recommended options and
22 develop a project timeline and detailed estimates to
23 be brought back in a report to Council by no later
24 than August 27th, 2012.

25 And you can see from the portion of the

1 minutes reproduced here that the two directions or
2 options that Council selected were 1) construct a
3 single pad arena that could be phased into a double
4 pad, and 2) enclose the outdoor pool with a fabric
5 building.

6 Up until this point in time, July 16th,
7 2012, had Green Leaf contemplated any involvement in
8 the Town's recreational facility construction efforts?

9 MS. ABIGAIL STEC: No, I don't believe
10 so.

11 MS. KATE MCGRANN: If we could turn to
12 paragraph 276 of the Foundation Document.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: This paragraph
17 describes an email that Tom Lloyd sends on July 23rd,
18 2012 to Dave Barrow, BLT, with a copy to Dave MacNeil
19 of Sprung, and yourself.

20 In his email Mr. Lloyd writes:

21 "Hi Dave, we're working with Abby
22 Stec and her partner, Paul Bonwick,
23 on the Collingwood projects. They
24 would like to meet at your office on
25 Thursday, July 26th at 2 PM."

1 And he asks Mr. Barrow confirm that
2 that works.

3 A couple of questions about this email.
4 First of all, the reference that Mr. Lloyd makes to
5 the Collingwood projects, do you know what he was
6 talking about there?

7 MS. ABIGAIL STEC: Yes, the pool in
8 the arena.

9 MS. KATE MCGRANN: What led to Mr.
10 Lloyd sending this email?

11 MS. ABIGAIL STEC: To go right back to
12 when I was re-engaged with Mr. Lloyd, I believe Tom
13 Lloyd had come up to Collingwood to meet with either
14 Town officials or somebody in the community with
15 regard to the pool and the arena projects.

16 And he stopped in at Pretty River
17 Academy assuming that I still worked there to say
18 hello. The administrator told her that I was now
19 working with Paul Bonwick and -- and told her where my
20 office was.

21 He reached out to me and -- and he at
22 that point told me about the projects in Collingwood.

23 MS. KATE MCGRANN: Do you remember
24 when Mr. Lloyd reached out to contact you?

25 MS. ABIGAIL STEC: I apologize, I

1 can't remember the exact date.

2 MS. KATE MCGRANN: Do you remember how
3 he reached out to contact you, was it over the phone
4 or by email?

5 MS. ABIGAIL STEC: By phone, and then
6 we met.

7 MS. KATE MCGRANN: What was the
8 purpose of the meeting?

9 MS. ABIGAIL STEC: I think initially
10 it was -- it was to say hello, to -- to connect and
11 see if -- I think he was curious as to what my new
12 position was and what Green Leaf was all about.

13 And then as discussions took place, he
14 asked me -- he said that Green Leaf would be a really
15 great company to be a manufacturer's rep for Sprung.

16 And I was very excited about the
17 opportunity to take on that and -- and ultimately I
18 did.

19 MS. KATE MCGRANN: Do you recall
20 approximately how long between Mr. Lloyd's initial
21 contact to you and the meeting, how far apart were
22 those two things?

23 MS. ABIGAIL STEC: Very close. I
24 don't know exactly, but very close.

25 MS. KATE MCGRANN: How many meetings

1 or discussions did you have with Mr. Lloyd before he
2 offered you the opportunity to act as a manufacturers
3 rep for Sprung?

4 MS. ABIGAIL STEC: He offered that
5 opportunity to me that day.

6 MS. KATE MCGRANN: I take it that
7 these meetings took place in advance of his July 23rd,
8 2012 meeting that we're looking at here? Or email?

9 MS. ABIGAIL STEC: Yes.

10 MS. KATE MCGRANN: What were you
11 excited about with respect to the opportunity to be a
12 manufacturers rep for Sprung?

13 MS. ABIGAIL STEC: As I mentioned, I
14 knew the value of -- of the community spaces that we
15 have in Collingwood. And I could almost envision
16 youth in those facilities, not dissimilar to when I'm
17 writing a grant, it's almost like writing a fairy tale
18 and then seeing it come to fruition.

19 So I was -- I was in the educational
20 sector for a long time and I was site coordinator and
21 project manager for Pretty River Academy when the
22 school was built, and during that process, I really
23 fell in love with the whole -- I guess the whole --
24 the whole realm of design build and -- and then became
25 a LEED accredited professional and I thought that

1 incorporating the Sprung buildings into Green Leaf as
2 a distribution company would really enhance what we
3 would be able to offer in different communities around
4 Canada.

5 MS. KATE MCGRANN: In the meeting that
6 you had with Mr. Lloyd, where you gave him background
7 and information about the work that you were doing at
8 Green Leaf and you discussed the possibility of
9 becoming a Sprung rep or manufacturers rep for Sprung,
10 did Mr. Lloyd give you any information about -- about
11 any discussions that he had had up until that point
12 about potential recreational facilities for the Town?

13 MS. ABIGAIL STEC: Yes, he did. He
14 said that he had -- I don't know the timelines, they
15 were definitely a few months in advance of -- of my
16 meeting with him. He indicated he had met with --
17 he'd -- someone from the Clippers swim team, a parent,
18 I believe, had reached out to him and they had had
19 initial meetings. And I believe he had met with Town
20 officials as well to discuss those possibilities.

21 I also discussed with him at that time
22 that I thought that maybe there would be a chance to
23 re-engage discussions regarding Pretty River Academy
24 and that if Sprung was, you know, for lack of a better
25 expression, in town with their equipment, maybe there

1 would be a opportunity for -- for Sprung to be at
2 Pretty River as well. So we had that discussion.

3 And when we were discussing whether or
4 not I would become a manufacturers rep, he made it
5 very clear to me that they already had a represent --
6 a representative in this area, I think his name was
7 Pat -- I can't remember his last name, I apologize.
8 And he said that he had -- he was the person that had
9 made the initial contact with the Town of Collingwood
10 and that even if I did become a Sprung rep, there
11 would be no opportunity for me to get commission on
12 those projects because this other person had already
13 been allocated to those projects.

14 MS. KATE MCGRANN: I understand that
15 it was explained to you that there would be no
16 opportunity for you to earn a commission with respect
17 to the Collingwood projects.

18 Did you discuss the possibility that
19 you would be involved in working on those projects
20 with Sprung even if you weren't going to be paid a
21 commission?

22 MS. ABIGAIL STEC: No. Not at that
23 time.

24 MS. KATE MCGRANN: Did you agree to
25 become a manufacturers rep for Sprung at this first

1 meeting with Mr. Lloyd?

2 MS. ABIGAIL STEC: No, I discussed it
3 with Mr. Bonwick first.

4 MS. KATE MCGRANN: What can you tell
5 us about those discussions? First of all, when did
6 they take place relative to the meeting that you had
7 with Mr. Lloyd?

8 MS. ABIGAIL STEC: I think if memory
9 serves me, Mr. Lloyd met Mr. Bonwick that day. It was
10 a very short, brief meeting. Not a lot of discussion
11 in terms of -- it was more of a fact finding -- or not
12 really a fact finding, it was more a face-to-face
13 where Paul explained what communication -- Compensio
14 Communications was -- was about and maybe a bit more
15 information about Green Leaf.

16 MS. KATE MCGRANN: How did that
17 meeting with Mr. Lloyd and Mr. Bonwick come about?

18 MS. ABIGAIL STEC: I -- I suggested
19 that -- I think I said Paul would be back in the
20 office later and we could do sort of an impromptu meet
21 at that time.

22 MS. KATE MCGRANN: So were you
23 involved in that meeting as well? You attended?

24 MS. ABIGAIL STEC: Yes. Yes.

25 MS. KATE MCGRANN: Was there any

1 discussion at that meeting about your or Green Leaf
2 becoming a Sprung manufacturer's representative?

3 MS. ABIGAIL STEC: I don't know if we
4 talked about it at that meeting, but I certainly spoke
5 to Mr. Bonwick about it immediately thereafter if it
6 wasn't in the meeting.

7 MS. KATE MCGRANN: What can you tell
8 us about the discussion you had with Mr. Bonwick about
9 Green Leaf or you becoming a manufacturer's rep for
10 Sprung?

11 MS. ABIGAIL STEC: He seemed very,
12 very interested. He was -- he was all for it if I
13 thought it was a good idea. And then I think he -- he
14 reflected, at that time, again about the possibility
15 of this multi-use facility that had sort of fallen
16 through the cracks years before and that this might be
17 a really good opportunity for the Town of Collingwood,
18 you know, when we -- we first discussed me being a
19 manufacturer's rep.

20 And then the discussions kind of went
21 further between he and I about the fact that there was
22 a possibility of -- of the pool and the arena getting
23 Sprung structures.

24 And -- and I think he viewed it as a --
25 as a very cost-effective way rather than the larger

1 project that was on the table in Collingwood at that
2 time for \$35 million, I believe it was.

3 MS. KATE MCGRANN: Do you remember if
4 during the discussions you had with Mr. Bonwick about
5 becoming a manufacturer's rep you explained to him
6 that there wasn't going to be any commission available
7 in relation to --

8 MS. ABIGAIL STEC: I did, yes.

9 MS. KATE MCGRANN: And what was his
10 reaction to that?

11 MS. ABIGAIL STEC: I don't recall him
12 having a reaction to that.

13 MS. KATE MCGRANN: After the
14 discussion that you had with Mr. Bonwick, what was the
15 next steps that you took in terms of becoming a
16 manufacturer's rep with Sprung or working with them
17 otherwise?

18 I believe I -- I got right back to Tom
19 Lloyd and -- and asked him what the nex -- next steps
20 would be and -- and followed through.

21 MS. KATE MCGRANN: So, we understand
22 how you were speaking to Mr. Lloyd. If we could get
23 that paragraph of the Foundation Document back up on
24 the screen. So, it's paragraph 276.

25 So, you've, at this point in time, had

1 discussions with Mr. Lloyd about -- about becoming a
2 manufacturer's rep for Sprung. In this email he says
3 that:

4 "We are working with Abby Stec and
5 her partner, Paul Bonwick, on the
6 Collingwood projects."

7 What work were you and Mr. Bonwick
8 doing on the Collingwood projects with Sprung in
9 advance of July 23rd, 2012?

10 MS. ABIGAIL STEC: I'm not -- I don't
11 recall what -- what had happened in the previous days
12 before this email, but there had obviously been some
13 discussions about the possibility of Green Leaf
14 working with the projects in Collingwood on some
15 level.

16 What did you understand BLT's business
17 to be at this point in time?

18 MS. ABIGAIL STEC: Tom Lloyd had told
19 me, which was something that was very unique to the
20 partnership that they had with BLT, that they had done
21 many, many projects with BLT, had incredible
22 confidence in their work.

23 And it was unique in the sense that,
24 when Sprung -- when Sprung buildings were -- were
25 constructed, they had an -- not a -- not a formal -- I

1 was told not a formal partnership but a -- but an
2 agreement in place that BLT would sort of get their
3 first right of refusal on all of the -- all of the
4 projects so that, if a Sprung was built and it needed
5 washrooms or change rooms or anything adjacent to the
6 Sprung building, that they would be the -- the go-to
7 construction company and they had an excellent rapport
8 and relationship with them in business.

9 MS. KATE MCGRANN: Okay. A couple of
10 questions about that. Did you -- did you have this
11 understanding and this conversation with Mr. Lloyd
12 about Sprung's relationship with BLT in advance of --
13 of the email that goes out here on July 23rd?

14 MS. ABIGAIL STEC: I'm sorry, could
15 you repeat that?

16 MS. KATE MCGRANN: Did you get all of
17 that information from Mr. Lloyd about BLT before he
18 sent this email on July 23rd, 2012?

19 MS. ABIGAIL STEC: Yes, I did.

20 MS. KATE MCGRANN: You had described
21 that, if -- if a client needed something adjacent to
22 the Sprung building, and you referenced washrooms and
23 things like that, when it came to construction
24 projects involving Sprung, what did Sprung provide and
25 what did BLT provide? What was your understanding of

1 that?

2 MS. ABIGAIL STEC: So, Sprung would
3 provide the -- the fabric structure, and BLT, I
4 believe, did the foundation work, as well, too, and --
5 and any construction-related -- any construction-
6 related items that -- that went along with the scope
7 of work for the project.

8 And I -- it was explained to me, as a
9 manufacturer's rep, that any commissions that would be
10 given on a project would be for the Sprung portion of
11 the project only, not the -- the overall project.

12 MS. KATE MCGRANN: With respect to the
13 fabric structure that Sprung would supply, would was
14 responsible for actually putting it up and building
15 it?

16 MS. ABIGAIL STEC: I believe Sprung.

17 MS. KATE MCGRANN: You had described
18 an informal relationship between Sprung and BLT. What
19 was your understanding about options available to
20 clients who were purchasing a Sprung building and
21 wanted to do additional work to the site, like,
22 installing bathrooms or things like that?

23 Was it -- did they come as a pair or
24 did the client have options with respect to who would
25 do that construction work?

1 MS. ABIGAIL STEC: I was not privy to
2 that information.

3 MS. KATE MCGRANN: Did you have an
4 understanding at all about whether --

5 MS. ABIGAIL STEC: I was aware that
6 they had done, I think, dozens of projects together.
7 It was my -- it was my understanding that BLT would
8 likely get first right of refusal on any of those
9 projects.

10 MS. KATE MCGRANN: And what did you
11 understand that to mean? How did you think that would
12 play out?

13 MS. ABIGAIL STEC: That they were a
14 team somewhat.

15 MS. KATE MCGRANN: Turning back to
16 this email that's looking to schedule a meeting
17 between yourself, Mr. Bonwick, and BLT at their office
18 on July 26th, did that meeting take place?

19 MS. ABIGAIL STEC: Yes, it did.

20 MS. KATE MCGRANN: Who attended that
21 meeting?

22 MS. ABIGAIL STEC: Myself, Mr.
23 Bonwick, Tom Lloyd, Dave Barrow, and -- sorry, I'm
24 gapping on BLT's other partner.

25

1 (BRIEF PAUSE)

2

3 MS. ABIGAIL STEC: Yeah, there were
4 two (2) gentlemen from -- one (1) was Dave Barrow,
5 from BLT. And the other gentlemen's name escapes me
6 right now, sorry.

7 MS. KATE MCGRANN: Okay. And, as you
8 know, Mr. Lloyd says that you and Mr. Bonwick would
9 like to meet at BLT's office. What do you remember
10 about why Green Leaf requested this meeting?

11 MS. ABIGAIL STEC: Mr. Bonwick
12 requested the meeting so that we could meet BLT and
13 discuss the possibility of working on the Collingwood
14 projects.

15 MS. KATE MCGRANN: What do you
16 remember being discussed at that meeting?

17 MS. ABIGAIL STEC: The meeting was
18 probably just over an hour. Mr. Bonwick gave a very
19 extensive background on the Town of Collingwood, the
20 history of the recreational facilities that have --
21 were both present and ones in the past, opportunities
22 that were available for Sprung in the community and
23 some of the other alternative projects that were being
24 reviewed by council.

25 MS. KATE MCGRANN: Do you remember

1 what he said about the opportunities that were
2 available for Sprung in the community?

3 MS. ABIGAIL STEC: He outlined that he
4 would like to do a project -- a pilot project that
5 would involve sole sourcing their companies
6 collectively to do the projects.

7 MS. KATE MCGRANN: And what projects
8 are you referring to?

9 MS. ABIGAIL STEC: The pool and the
10 arena in Collingwood.

11 MS. KATE MCGRANN: What did you
12 understand 'sole sourcing' to mean at the time of this
13 meeting?

14 MS. ABIGAIL STEC: I knew what 'sole
15 sourcing' was because of my experience in grant
16 writing. I mean, typically, for, you know, an Ontario
17 Trilium Foundation Grant, anything over ten thousand
18 dollars (\$10,000) I would have to get three (3) quotes
19 for.

20 So, at that time, I didn't really think
21 that a municipality would -- would even have the
22 ability to sole source, but that was what was being
23 discussed.

24 MS. KATE MCGRANN: And -- and what
25 does 'sole source' mean?

1 MS. ABIGAIL STEC: That the project
2 does not go to tender; it's -- it's awarded to one (1)
3 -- one (1) entity.

4 MS. KATE MCGRANN: Did you know in
5 advance of the meeting that Mr. Bonwick would be
6 discussing the possibility of a sole source contract
7 for the pool and the arena and -- with the Town?

8 MS. ABIGAIL STEC: He had discussed it
9 with me before we went into the meeting. I wasn't
10 sure -- there was no agenda for the meeting. And it
11 was -- it was indicated I would just follow his lead.

12 MS. KATE MCGRANN: Other than what
13 you've described in terms of -- when Mr. Bonwick
14 presented that meeting, can you tell us anything else
15 about what you recall that what was discussed?

16 MS. ABIGAIL STEC: I gave some
17 background on Green Leaf being an environmental
18 distribution company. I was very excited about the
19 possibility of trying to work with BLT and Sprung as
20 their go-to person for lead projects.

21 Sprung buildings already have a lead
22 rating of silver, and they have documentation on -- on
23 their website. And -- and I knew that BLT had done
24 some projects in the past that were -- that were lead.

25 And so one of my biggest goals was to

1 try and cultivate that relationship so that moving
2 forward that could be something that could -- could
3 transpire between our three (3) companies.

4 MS. KATE MCGRANN: Okay. So it was
5 your hope that going forward, you could do some work
6 on the lead aspect of the business that Sprung and BLT
7 was doing?

8 MS. ABIGAIL STEC: Yes. We had talked
9 about maybe going -- moving into different regions and
10 different municipalities.

11 MS. KATE MCGRANN: Were Sprung and BLT
12 interested in Mr. Bonwick's as described at this
13 meeting?

14 MS. ABIGAIL STEC: Yes.

15 MS. KATE MCGRANN: Was there a
16 discussion about what the three (3) companies would do
17 on a going forward basis next steps?

18 MS. ABIGAIL STEC: No. It was very
19 preliminary at that point.

20 MS. KATE MCGRANN: At the end of that
21 meeting, what did you think Green Leaf was going to do
22 next?

23 MS. ABIGAIL STEC: I thought the
24 meeting was -- went well. And we had talked about
25 next steps. I don't remember exactly what the next

1 steps were, but I got the sense that the three (3)
2 entities we going to move forward and -- and try and
3 work together.

4 MS. KATE MCGRANN: Was there any
5 discussion about contractual relationships between the
6 three (3) companies or if Green Leaf would be
7 compensated in any way in relation to Mr. Bonwick's
8 proposal?

9 MS. ABIGAIL STEC: I don't believe so
10 at that point.

11 MS. KATE MCGRANN: Do you recall if
12 Mr. Bonwick mentioned that he was the mayor's brother
13 at this meeting?

14 MS. ABIGAIL STEC: I don't recall. I
15 don't think so.

16 MS. KATE MCGRANN: Your Honour, I'm
17 looking at the time and the questions that I have in
18 nexus. It may be an appropriate time for a break.

19 THE HONOURABLE FRANK MARROCCO: Just
20 before we break, was the person from Sprung whose name
21 you were trying to recall Mr. MacNeil?

22 MS. ABIGAIL STEC: No. Actually, I
23 was trying to recall the other person from BLT.

24 THE HONOURABLE FRANK MARROCCO: BLT.
25 All right.

1 MS. ABIGAIL STEC: Maybe you can help
2 me, and I can confirm the way if you tell me who it
3 is. But...

4 THE HONOURABLE FRANK MARROCCO: Okay.

5 MS. ABIGAIL STEC: I'll think about it
6 on the break. I'm sure I'll remember.

7

8 --- Upon recessing at 11:23 a.m.

9 --- Upon resuming at 11:38 a.m.

10

11 MS. ABIGAIL STEC: Your Honour, it
12 was -- it was Mark -- Mark Watts, the name that I was
13 trying to remember. It was he and Dave Barrow that I
14 became very familiar with at BLT.

15 THE HONOURABLE FRANK MARROCCO: Thank
16 you.

17

18 CONTINUED BY MS. KATE MCGRANN:

19 MS. KATE MCGRANN: So a couple of
20 follow-up questions on what we were discussing before
21 the break. You had referenced Mr. Bonwick discussing
22 the possibility of a sole source in relation to the
23 pool and arena in Collingwood.

24 When was the first time the concept of
25 sole sourcing for those town projects came up in

1 discussion that you can recall?

2 MS. ABIGAIL STEC: I -- I can't recall
3 when -- when the first time I -- I heard reference to
4 that.

5 MS. KATE MCGRANN: Do you recall if
6 there was any discussion about the possibility of a
7 sole source for those projects before the discussions
8 you had with Mr. Bonwick about the meeting with BLT on
9 July 26th?

10 MS. ABIGAIL STEC: Yes, I believe
11 there were.

12 MS. KATE MCGRANN: What do you
13 remember about those discussions?

14 MS. ABIGAIL STEC: Mr. Bonwick had
15 indicated that it -- it might have potential if it was
16 viewed as sort of a pilot project, that it could be
17 duplicated in other municipalities.

18 MS. KATE MCGRANN: How did that help
19 you in understanding why the sole source was a
20 possibility for these two (2) projects?

21 MS. ABIGAIL STEC: Mr. Bonwick
22 indicated to me that there was a possibility -- well,
23 to back up, I believe I -- I questioned how a
24 municipality could sole source? In -- in what way
25 could that -- could that happen?

1 And he indicated that if the entity
2 that was putting forth the project was -- it was
3 proven that they were unique in the sense that they
4 were in a league of their own, and no one could meet
5 the same standard that there was a possibility within
6 the bylaws, I imagine, that -- that a sole source
7 project could go forward.

8 MS. KATE MCGRANN: At any point, did
9 you consult the town bylaws to see if his explanation
10 made sense or to understand to what he was referring
11 to?

12 MS. ABIGAIL STEC: I did not.

13 MS. KATE MCGRANN: You had said that
14 you were surprised that the municipality could proceed
15 by sole source, and you made reference to your
16 experience in writing grants, and you referenced the
17 Ontario Trillium Grant.

18 Was it your expectation that the
19 municipality would have to engage in a competitive
20 procurement process for projects like the pool and
21 arena?

22 MS. ABIGAIL STEC: Although I'd never
23 been involved in a municipal procurement project, that
24 was my assumption. Yes.

25 MS. KATE MCGRANN: What did you

1 understand the purpose of the competitive procurement
2 process was? Like why did you think it would be
3 required?

4 MS. ABIGAIL STEC: It's a standard
5 process that's put in place so that the process can be
6 a fair open transparent to give -- give Council the
7 ability to look at the merits of -- of three (3)
8 different options and then choose accordingly.

9 MS. KATE MCGRANN: Other than your
10 discussions with Mr. Bonwick and Mr. Lloyd, did you
11 have discussions with anybody else about Green Leaf's
12 potential involvement in the pool and arena projects
13 with the Town before your first meeting with BLT on
14 July 26th?

15 MS. ABIGAIL STEC: Sorry. Could you
16 just repeat the last part of that question?

17 MS. KATE MCGRANN: Yes. I'll try to
18 shorten it as well. Do you remember having
19 discussions with anybody else about Green Leaf's
20 potential involvement in the pool and arena projects
21 before your meeting with BLT on July 26th?

22 MS. ABIGAIL STEC: I don't believe so.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: If we could look at
2 paragraph 278 of the Foundation Document. This
3 paragraph describes an email that you sent to
4 David Barrow of BLT on July 26th at 7:31 in the
5 evening in which you write:

6 "Thank you so much for participating
7 in our meeting today. I look
8 forward to working with all of you.
9 Attached is the address for your
10 meeting with the Town tomorrow at
11 10:00 a.m."

12 And you provide the address for
13 Collingwood Utility Services.

14 What do you remember knowing about a
15 meeting that BLT was going to have with the Town the
16 next day?

17 MS. ABIGAIL STEC: I believe
18 Mr. Bonwick had indicated that Mr. Houghton was -- was
19 going to meet with them about the projects.

20 MS. KATE MCGRANN: Do you remember
21 when you learned that from Mr. Bonwick?

22 MS. ABIGAIL STEC: I don't. But when
23 we had our meeting in Toronto at the BLT offices,
24 Mr. Bonwick indicated to -- to BLT and to Sprung that
25 I would be the -- the contact person, the sort of

1 conduit for information to be transmitted. And -- and
2 I took on that role.

3 MS. KATE MCGRANN: And who did you
4 understand you were going to be acting as a conduit
5 between?

6 MS. ABIGAIL STEC: BLT and Sprung.

7 MS. KATE MCGRANN: So BLT was going to
8 communicate with Sprung through you?

9 MS. ABIGAIL STEC: Somewhat. I
10 would -- there was -- there wasn't really a defined
11 role. I was just made the sort of contact point
12 person.

13 MS. KATE MCGRANN: To your knowledge,
14 did Green Leaf have any involvement in arranging for
15 the meeting between BLT and the Town that was
16 scheduled for July 27th?

17 MS. ABIGAIL STEC: I did not.

18 MS. KATE MCGRANN: Was this meeting
19 the subject of discussion at all in the meeting that
20 you had with BLT on July 26th?

21 MS. ABIGAIL STEC: I don't believe so.
22 I think it was set up afterwards.

23 MS. KATE MCGRANN: To your knowledge,
24 had BLT had any discussions with the Town up until
25 this point in time?

1 MS. ABIGAIL STEC: I'm sorry. BLT?

2 MS. KATE MCGRANN: Yeah.

3 MS. ABIGAIL STEC: I don't believe so.

4 MS. KATE MCGRANN: I think that you
5 had said that you understood that Sprung had been in
6 discussions with the Town already. Could you just let
7 me know if I've got that right?

8 MS. ABIGAIL STEC: Yes, correct.

9 MS. KATE MCGRANN: Do you know what
10 the purpose of the meeting that BLT was having with
11 the Town on the 27th was?

12 MS. ABIGAIL STEC: No. I don't -- I
13 don't know what the agenda was. I -- yeah -- so I
14 shouldn't assume.

15 MS. KATE MCGRANN: Do you recall if
16 you or Green Leaf received a report back from BLT on
17 the outcome of that meeting it had with the Town?

18 MS. ABIGAIL STEC: I don't recall.

19 MS. KATE MCGRANN: If I can turn your
20 attention to paragraph 286 of the Foundation Document.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: This paragraph
25 describes an email that you send to Dave Barrow and

1 Mark Watts of BLT on July 30th, 2012. You write:

2 "It was a pleasure speaking with you
3 on Friday. As promised, I've
4 attached a standard non-disclosure
5 agreement for the relationship
6 between Green Leaf Distribution and
7 BLT."

8 You say:

9 "We'll send an agreement out to you
10 by Wednesday of this week."

11 And you say that you're looking forward
12 to working with both -- you both on this project in
13 future endeavors.

14 Do you recall sending this email?

15 MS. ABIGAIL STEC: Yes, I do.

16 MS. KATE MCGRANN: In between the
17 meeting that you first had with Mr. Bonwick and
18 Mr. Lloyd and BLT on July 26th and sending this email,
19 what discussions had you had about the work that you,
20 Mr. Bonwick, and Green Leaf were going to do in
21 respect of the pool and arena at the town?

22 MS. ABIGAIL STEC: I believe we had
23 formed an agreement to -- to work together. And it
24 was agreed that Mr. Bonwick would sort of put some
25 terms together for an agreement and that we would move

1 forward working with them.

2 MS. KATE MCGRANN: What did you
3 understand that Green Leaf would be doing with respect
4 to the pool and arena projects?

5 MS. ABIGAIL STEC: Well, it was sort
6 of twofold. My own responsibilities -- other than
7 sort of coordinating communications, my focus was --
8 was going to be getting the energy modeling done on
9 both the pool and the arena.

10 Mr. Houghton had given the go ahead for
11 those pieces to happen just as a -- an indicator to
12 see if -- if there would be an appetite to go forward
13 with doing the LEED projects.

14 And it was also my understanding that
15 in the intermediary agreement that was ultimately put
16 forth that Mr. Bonwick would be leveraging his
17 relationships in the community to help -- to help get
18 to meet the goal of -- of sole sourcing the project.

19 MS. KATE MCGRANN: And did you have an
20 understanding of the roles that you and Mr. Bonwick
21 were going to have, as you've just described as by the
22 time you're sending the confidentiality agreement
23 across on July 30th?

24 MS. ABIGAIL STEC: Yes.

25 MS. KATE MCGRANN: Do you remember how

1 you came to have that understanding? Were you
2 involved in further meetings or discussions with BLT?

3 MS. ABIGAIL STEC: I can't remember
4 for sure. I believe there -- there was perhaps a
5 conference call during that time.

6 I wasn't involved in -- in the strategy
7 behind that part of the project, so I'm not sure what
8 was happening on the peripheral.

9 MS. KATE MCGRANN: With respect to the
10 work that Mr. Bonwick was going to do, you said
11 leveraging his relationships in moving towards the
12 goal of sole source. Did you understand what
13 specifically that work would look like?

14 MS. ABIGAIL STEC: No.

15 MS. KATE MCGRANN: Did you understand
16 what he was going to do?

17 MS. ABIGAIL STEC: No.

18 MS. KATE MCGRANN: Did you ever ask
19 him any questions about what that work involved?

20 MS. ABIGAIL STEC: Absolutely not.

21 MS. KATE MCGRANN: Was there any
22 reason why you didn't ask him about it?

23 MS. ABIGAIL STEC: I didn't feel it
24 was my place.

25 MS. KATE MCGRANN: The two (2) of you

1 are working together in this company. Was there any
2 reason that you felt it wasn't your place to ask
3 your -- your business associate about what they were
4 doing on a project you were working on together?

5 MS. ABIGAIL STEC: I was actually
6 unclear at that time how any agreements moving forward
7 would be -- would be part of either Compenso or Green
8 Leaf.

9 MS. KATE MCGRANN: Okay, so was it the
10 case that at this point in time -- I mean, we look at
11 your email from July 30th, you say you've attached a
12 standard non-disclosure agreement for the relationship
13 between Green Leaf distribution and BLT, was it an
14 open question in your mind as to whether or not
15 Compenso would also be involved in the work that was
16 being done?

17 MS. ABIGAIL STEC: At that time, yes.

18 MS. KATE MCGRANN: Why did you think
19 that Compenso might be involved in -- in the work that
20 was being done with the Town on the pool and arena
21 projects?

22 MS. ABIGAIL STEC: Because Green Leaf,
23 the mandate for Green Leaf was a -- an environmental
24 dis -- distribution company that had nothing to do
25 with -- with communications or lobbying.

1 MS. KATE MCGRANN: In this email you
2 see sending over a non-disclosure agreement. Who
3 drafted that non-disclosure agreement?

4 MS. ABIGAIL STEC: I -- I believe that
5 was a standard document that -- that Paul had in his -
6 - his archives.

7 MS. KATE MCGRANN: Do you recall why
8 you sent that agreement to BLT at this time?

9 MS. ABIGAIL STEC: It didn't -- it
10 didn't surprise me, I knew Mr. Bonwick used
11 confidentiality agreements in a lot of his dealings in
12 Compenso and we'd actually used them in Green Leaf too
13 a couple of times when we were getting some moldings
14 made for -- for the solar vents.

15 So I wasn't -- that wasn't shocking to
16 me at all.

17 MS. KATE MCGRANN: Was it your idea to
18 propose a non-disclosure agreement with BLT?

19 MS. ABIGAIL STEC: Sorry?

20 MS. KATE MCGRANN: Was it your idea to
21 propose a non-disclosure agreement with BLT? You said
22 you weren't surprised that this was being sent over,
23 you sent it over. Whose idea was it to send it over?

24 MS. ABIGAIL STEC: Mr. Bonwick's.

25 MS. KATE MCGRANN: And you described

1 what you understood you and Mr. Bonwick would be
2 doing.

3 During the period between when you send
4 this email over on July 30th and when Council votes to
5 proceed with Sprung structures for the pool and arena
6 on August 27th, 2012, what did you do on the Town's
7 arena and pool projects?

8 MS. ABIGAIL STEC: I engaged a company
9 called Yolles out of Toronto, an engineering firm, and
10 they did the energy modelling on the pool and the
11 arena for me.

12 I was also working on all of the other
13 day-to-day projects that Green Leaf was engaged in at
14 that time, the compost deodorizer. We -- we had some
15 other initiatives as well that were -- were going on.

16 We were still working on the solar
17 vent.

18 MS. KATE MCGRANN: And I just want to
19 make sure that we're talking about the same thing. I
20 would like to understand what work you specifically
21 were doing on the pool and arena project in the month
22 between July 30th and August 27th, before Council
23 votes to decide.

24 It sounds like you're describing quite
25 a bit of work there, a lot of work to do in one (1)

1 month.

2 What did you do on -- on this specific
3 -- on the pool and arena before Council voted to
4 proceed with Sprung for those two projects?

5 MS. ABIGAIL STEC: There were a number
6 of things that I worked on. I was in contact with Mr.
7 Houghton with respect to a presentation that he was
8 trying to put together for -- for -- to present to
9 Council.

10 And he had asked me to provide him with
11 all of the research that I had conducted while at
12 Pretty River Academy, both in comparisons of the --
13 the durability, the life span, the operational costs,
14 any number of items on the -- the different types of
15 fabric structures that were available across Ontario.

16 And so I did that. I also coordinated
17 a lot of the -- the communications that went back and
18 forth between Mr. Houghton and BLT and Sprung and I
19 think that's generally what I did.

20 MS. KATE MCGRANN: When do you first
21 recall speaking with Mr. Houghton about BLT Sprung, or
22 the Town's rec facilities? Recreation facilities, I
23 should say.

24 MS. ABIGAIL STEC: I'm sorry?

25 MS. KATE MCGRANN: When do you first

1 remember speaking with Mr. Houghton about the Town's
2 recreational facilities?

3 MS. ABIGAIL STEC: It -- I believe it
4 would have been after -- after the meeting that we had
5 in Toronto.

6 MS. KATE MCGRANN: That's the July
7 26th meeting that you attended with BLT?

8 MS. ABIGAIL STEC: Correct.

9 MS. KATE MCGRANN: How did you come to
10 be speaking with him about the Town's recreational
11 facilities?

12 MS. ABIGAIL STEC: I -- I don't know,
13 I don't recall exactly when that conversation took
14 place, just that he was in the position of CAO for the
15 Town at that time, or acting CAO.

16 And I believe he reached out to me
17 because he had had discussions with some of the Town
18 officials and he came to ask me for more information
19 on what I knew of Sprung and get -- get more detail on
20 what my -- my opinion was on -- on Sprung.

21 MS. KATE MCGRANN: And you said that
22 you were also coordinating communications as between
23 him, Sprung, and BLT.

24 Were you doing that work consistently
25 through the month of August?

1 MS. ABIGAIL STEC: Quite consistently,
2 yes.

3 MS. KATE MCGRANN: At any point during
4 the time that you were either assisting Mr. Houghton
5 by providing him with your research or coordinating
6 the communications you've described, did you have any
7 discussions with him about the possibility of the Town
8 sole-sourcing Sprung Structures for the pool and
9 arena?

10 MS. ABIGAIL STEC: Yes.

11 MS. KATE MCGRANN: Can you tell me
12 what you recall about those discussions?

13 MS. ABIGAIL STEC: That was where I
14 was informed that if -- if the product was unique and
15 superior and if there was a possibility that it could
16 be sole-sourced, and it was my understanding that Mr.
17 Houghton was going to get an answer to whether or not
18 that could happen with the Town staff.

19 MS. KATE MCGRANN: In -- in the
20 explanation that you've just given me, do you
21 remember, are you describing one conversation or -- or
22 several conversations?

23 MS. ABIGAIL STEC: I believe just one.

24 MS. KATE MCGRANN: Do you remember who
25 was involved in that conversation?

1 MS. ABIGAIL STEC: I don't.

2 MS. KATE MCGRANN: Was Mr. Houghton
3 involved in that conversation?

4 MS. ABIGAIL STEC: Yes.

5 MS. KATE MCGRANN: Was anybody else?

6 MS. ABIGAIL STEC: I don't recall
7 whether or not Mr. Bonwick was there, but he could
8 have been.

9 MS. KATE MCGRANN: Do you remember
10 whether this conversation took place in a face-to-face
11 meeting, over the phone, by email?

12 MS. ABIGAIL STEC: Face-to-face.

13 MS. KATE MCGRANN: Did Mr. Houghton
14 give you any indication at that time as to whether he
15 thought it was likely that the Town would be able to
16 proceed by sole source for the pool and arena?

17 MS. ABIGAIL STEC: No.

18 MS. KATE MCGRANN: Other than this
19 discussion that you've described to us, do you
20 remember speaking with him or communicating with him
21 at any other point in time about whether or not the
22 Town would be able to proceed by way of sole source?

23 MS. ABIGAIL STEC: No, I think that --
24 that information came back to me through Mr. Bonwick,
25 that -- that the Town could sole source.

1 MS. KATE MCGRANN: Do you remember
2 when you heard that the Town could sole source the
3 Sprung buildings?

4 MS. ABIGAIL STEC: I don't.

5 MS. KATE MCGRANN: Do you remember how
6 it was communicated to you that that was an option
7 that was going to happen, whether it was a face-to-
8 face meeting, over the phone, or by email?

9 MS. ABIGAIL STEC: It was face-to-face
10 through Mr. Bonwick.

11 MS. KATE MCGRANN: Do you remember if
12 anybody else was present for that discussion?

13 MS. ABIGAIL STEC: I don't believe so.

14 MS. KATE MCGRANN: We have been
15 discussing the work that you were doing on the pool
16 and arena projects, and you explained that to us.

17 What did you understand Mr. Bonwick did
18 during the month of August with respect to the pool
19 and arena projects?

20 MS. ABIGAIL STEC: I -- I can't really
21 answer that in its entirety, because I'm not really
22 sure.

23 MS. KATE MCGRANN: I'm just interested
24 in what you remember happening.

25 MS. ABIGAIL STEC: I -- I remember him

1 having quite a bit of contact with Mr. Houghton. He
2 would give me direction on certain emails that he'd
3 like to see go out.

4 I don't actually recall him even being
5 in the office that much at that time.

6 MS. KATE MCGRANN: How did you know
7 that he was -- that he was in contact with Mr.
8 Houghton?

9 MS. ABIGAIL STEC: He would share
10 different conversations with me.

11 MS. KATE MCGRANN: During the month of
12 August, he was not in the office very much. How did
13 you primarily communicate with Mr. Bonwick?

14 MS. ABIGAIL STEC: A phone call or
15 text.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: In the time before
20 council votes to proceed with Sprung for the pool and
21 arena on August 27th, did you have any interactions
22 with any members of town council in relation to the
23 pool or arena?

24 MS. ABIGAIL STEC: No, I did not.

25 MS. KATE MCGRANN: Did you have --

1 MS. ABIGAIL STEC: Oh, I'm sorry, I
2 did have one (1) meeting with -- with Mr. Lloyd.

3 MS. KATE MCGRANN: There are two (2)
4 Mr. Lloyds who are on council at the time.

5 MS. ABIGAIL STEC: Rick Lloyd.

6 MS. KATE MCGRANN: Thank you. What
7 can you tell us about the meeting that you had with
8 Rick Lloyd?

9 MS. ABIGAIL STEC: That meeting took
10 place very shortly possibly a day after Tom Lloyd had
11 come and met me in Collingwood. And Mr. Bonwick
12 suggested that we discuss Sprung with Mr. Llo -- Mr.
13 Rick Lloyd because he had met them.

14 He had spoken to -- to Mr. Lloyd and he
15 -- Rick Lloyd had indicated that he had been at the
16 AMO conference and, I believe -- or -- or one (1) of
17 the municipal conferences, and he had met Sprung, as
18 well, and that Rick Lloyd would be very interested in
19 my opinion.

20 And he thought that Rick Lloyd would be
21 excited about the project because he was the
22 designated financial person on council to move forward
23 with projects.

24 And -- and he thought it would be a
25 cost-effective way to get re -- recreational

1 facilities in the community.

2 MS. KATE MCGRANN: And did you in fact
3 meet with -- with Rick Lloyd, as Mr. Bonwick had
4 suggested?

5 MS. ABIGAIL STEC: I did, yes.

6 MS. KATE MCGRANN: Was anybody else at
7 that meeting?

8 MS. ABIGAIL STEC: Yes. Mr. Bonwick
9 was there and it was in the Compenso office.

10 MS. KATE MCGRANN: What can you tell
11 us about what was discussed at that meeting?

12 MS. ABIGAIL STEC: It was -- it was a
13 very short meeting. I don't know Mr. Lloyd very well,
14 but he's typically -- he got very excited about the
15 prospect and -- and wanted to definitely pursue
16 something in that regard.

17 MS. KATE MCGRANN: Do you recall if --
18 if the concept of potentially sole sourcing Sprung
19 structures for the town's recreational facilities came
20 up in the meeting with Mr. Bonwick and Deputy Mayor
21 Rick Lloyd?

22 MS. ABIGAIL STEC: No, I did not.

23 MS. KATE MCGRANN: Other than that
24 meeting, did you have any interactions with any
25 members of council about the pool or arena facilities

1 before council voted to proceed with Sprung on Aug --
2 August 27th?

3 MS. ABIGAIL STEC: No, I did not.

4 MS. KATE MCGRANN: You've already told
5 us about interactions you had with Mr. Houghton.
6 Other than those, did you have any interactions with
7 any other members of town staff about the pool and
8 arena before the August 27th council meeting?

9 MS. ABIGAIL STEC: No, I did not.

10 MS. KATE MCGRANN: To your knowledge,
11 did Mr. Bonwick have any interactions with any members
12 of council about the pool and arena before the August
13 27th council meeting?

14 MS. ABIGAIL STEC: I'm not aware of
15 any.

16 MS. KATE MCGRANN: Were you aware of
17 him having any interactions with any members of town
18 staff other than Mr. Houghton on the topics of the
19 pool and arena before August 27th?

20 MS. ABIGAIL STEC: I'm not aware of
21 any.

22 MS. KATE MCGRANN: If he was
23 interacting with members of council or staff about the
24 pool and arena, would you expect that you would know
25 about it? Like, would you expect him to report back

1 to you on it?

2 MS. ABIGAIL STEC: No.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: To your knowledge,
7 did -- did anyone at Green Leaf or Compenso advise
8 anyone at Sprung or BLT that Mr. Bonwick was the
9 brother of the mayor before August 27th?

10 MS. ABIGAIL STEC: I believe Tom Lloyd
11 was aware.

12 MS. KATE MCGRANN: Do you know how he
13 was aware or how he became aware of that?

14 MS. ABIGAIL STEC: I think I might
15 have told him.

16 MS. KATE MCGRANN: And other than Tom
17 Lloyd, any other discussions with BLT or Sprung about
18 Mr. Bonwick being Mayor Cooper's brother?

19 MS. ABIGAIL STEC: I don't recall any,
20 no.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: Can we turn up
25 Foundation Document 287, please? Sorry, 287. I think

1 we're going to have to scroll down to get to 287.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: So, this is an
6 August 1st email that you sent to Mr. Barrow and Mr.
7 Watts, of BLT, and Mr. Bonwick in which you write:

8 "Paul met with Ed Houghton today to
9 continue dis -- to continue
10 discussions regarding the
11 Collingwood project.

12 Ed will be in touch with you in the
13 next day or so to set up a followup
14 meeting to continue the process."

15 What do you know about the discussions
16 that Mr. Bonwick had been having with Mr. Houghton up
17 until this point in time?

18 MS. ABIGAIL STEC: I knew very little
19 about the conversations that they had. I was
20 generally just asked to send out whatever emails were
21 necessary.

22 MS. KATE MCGRANN: How did you know
23 what to write in this email?

24

25 (BRIEF PAUSE)

1 MS. ABIGAIL STEC: It was,
2 essentially, dictated by Mr. Bonwick.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: In the second
7 sentence of this email you mention that Ed would be in
8 touch with BLT in the next day or so to set up a
9 followup meeting to continue the process.

10 Do you know what process you're
11 referring to there?

12 MS. ABIGAIL STEC: I believe the
13 project moving forward in Collingwood, for the pool
14 and the arena.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: You also reference
19 -- or say that:

20 "We are drawing up an agreement
21 between Green Leaf Distribution and
22 BLT and will forward it to you for
23 your review, and it's been
24 completed."

25 Who was drawing up that agreement?

1 MS. ABIGAIL STEC: At the time of this
2 email, I -- I don't know that I knew this at the time,
3 but it ultimately was Paul Shaw.

4 MS. KATE MCGRANN: Okay. And who's
5 Paul Shaw?

6 MS. ABIGAIL STEC: He was the legal
7 counsel that we used for Green Leaf.

8 MS. KATE MCGRANN: Do you know who
9 provided him with information so that he could draft
10 that agreement, or who provided him direction to draw
11 it up?

12 MS. ABIGAIL STEC: Mr. Bonwick did.

13 MS. KATE MCGRANN: To your knowledge,
14 had there been any discussions with BLT about how you
15 and Mr. Bonwick would be compensated for the work you
16 were doing on the -- the pool and arena projects up
17 until this point in time?

18 MS. ABIGAIL STEC: Not to my
19 knowledge.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: Could we go to
24 paragraph 293 of the Foundation Document?

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: So, this paragraph
4 describes emails that you're not copied on. They're
5 two (2) emails that Dave McNalty, who's the fleet
6 facilities and purchasing manager for the town, sends
7 on the morning of August 2nd, 2011, related to the
8 design components for each of the centennial pool
9 enclosure and the Cental Park arena.

10 I'm going to ask that those two (2)
11 attachments be shown to you. So, first, let's take a
12 look at TOC194603.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: So, if you look at
17 this email, you can see that there's a general
18 description of the facility that will go over the
19 pool.

20 There's a discussion of the service
21 building for the pool that is going to be demolished
22 in the second paragraph. The third paragraph says:

23 "Improvements around the facility
24 would be limited to drainage and
25 grating."

1 And there's a short discussion of that.
2 And then, if you scroll down further, there's a list
3 of design components. If we can look at the other
4 attachment to this email, which is TOC194604.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: You see there's
9 similar kinds of information, or a set out for the
10 Central Park arena, including, if we could scroll
11 down, a bullet point list of design components for the
12 arena.

13 So, Mr. McNalty is circulating these
14 documents amongst town staff 8:00 and 9:30ish on the
15 morning of August 2nd.

16 And then if we could look at paragraph
17 287 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 THE HONOURABLE FRANK MARROCCO: Two
22 eighty-seven.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: And scroll down a

1 little bit further, sorry, to 288. This email
2 describes that at 11:54 a.m. on August 2nd, so the
3 same day, you send Tom Lloyd and Dave MacNeil of
4 Sprung, and Mark Watts and Dave Barrow of BLT, a scope
5 of work document for the arena and the pool?

6 We can take a look at that email, which
7 is at CJI70012.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: This is the copy
12 that the Inquiry's been provided. If we could scroll
13 down to the bottom so we could see the email that you
14 sent.

15 You say:

16 "Please see attached the scope of
17 work for the arena and the pool."

18 And it indicates that there is an image
19 attached. We don't have a copy of this email with the
20 image attached, but what we do have is the document at
21 CJI6583.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: This is a memo on

1 Green Leaf letterhead, dated August 2nd, 2012, titled
2 "Scope of work -- pool arena."

3 And if we could scroll down, and see
4 that with respect to the arena, we've got three (3)
5 general paragraphs. Scroll down a little bit further,
6 a bullet point list of design components. And keep
7 going. Similar kinds of information for the pool and
8 the arena -- I'm sorry, for the pool, including design
9 components.

10 We have compared the information in
11 this memo to the information in the documents that Mr.
12 McNalty was circulating earlier in the day, and they
13 appear to be substantially similar. They're not
14 identical, but they're -- they're largely the same.

15 Where did you get the information to
16 put in this memo? Or first of all, do you remember if
17 this is the memo that you circulated on August 2nd?

18 MS. ABIGAIL STEC: Yes, it is.

19 MS. KATE MCGRANN: Can you help us
20 understand where you got the information to put in
21 this memo?

22 MS. ABIGAIL STEC: I believe at the
23 time of my interview with Inquiry counsel, I couldn't
24 recall where I got the information from, but now that
25 I've -- now that I've seen this email, I can recall

1 that I got information from Mr. Houghton, because he's
2 the only person that I was -- that I -- I had dealings
3 with at the Town, and I was asked by Mr. Bonwick to
4 put it on letterhead and send it to BLT and Spring as
5 a -- as a -- as a memo.

6 MS. KATE MCGRANN: Okay. A couple of
7 questions about that. When you explained why -- when
8 you explained your belief that you received this from
9 Mr. Houghton, you said that you recalled it, and then
10 you also said, because he was the only person that you
11 were in contact with at the Town.

12 So is it the fact that you actually
13 remember receiving this information from Mr. Houghton,
14 or is it that you're concluding that you got it from
15 him because that's the only way you could have gotten
16 it?

17 MS. ABIGAIL STEC: I'm concluding
18 that. I wasn't -- well, partly because I wasn't
19 copied on the other email where that information was
20 generated, and -- and secondly because Mr. Houghton's
21 the only one that I -- that I got that information --
22 or information from, but -- but I don't actually
23 remember receiving it from Mr. Houghton.

24 MS. KATE MCGRANN: Do you remember in
25 what format you received it? Was it a hard copy, or

1 was it sent to you?

2 MS. ABIGAIL STEC: I don't recall. I
3 -- I would assume an email.

4 MS. KATE MCGRANN: Do you know why you
5 were being asked to take information from Town staff
6 and put it on Green Leaf letterhead to send to BLT and
7 Sprung?

8 MS. ABIGAIL STEC: I believe it was
9 because that was part of the intermediary role that
10 was -- that was structured in the agreement, was to be
11 a liaison between those entities.

12 MS. KATE MCGRANN: Did you have any
13 understanding why the Town couldn't just send this
14 information directly to BLT and Sprung, why it had to
15 be sent through Green Leaf?

16 MS. ABIGAIL STEC: No. I didn't ask.

17 MS. KATE MCGRANN: Go back to -- or if
18 we go to CJI7113.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: And if we could
23 scroll to the bottom of this window, please.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Here, we see you
2 sending an email to Mr. Lloyd and Mr. MacNeil of
3 Sprung, Mr. Barrow and Mr. Watts of BLT, and Mr.
4 Bonwick in the afternoon of August 2nd, at 1:33. And
5 you say:

6 "Please confirm your availability
7 for a call this afternoon at 4:00
8 p.m. to discuss the scope of work
9 that I sent out this morning."

10 And you provide calling information.

11 If we could scroll up a little further,
12 the -- Mr. Barrow respond -- it looks like on behalf
13 of himself and Mr. Watts for a 2:00 p.m., Mark and
14 Dave are good.

15 Do you remember if this telephone call
16 that you're proposing took place on this day?

17 MS. ABIGAIL STEC: I believe it did.

18 MS. KATE MCGRANN: Do you recall what
19 was discussed on -- on the telephone call?

20 MS. ABIGAIL STEC: Not with any
21 detail, no.

22 MS. KATE MCGRANN: Do you recall
23 acting as a conduit to provide information from the
24 Town to Sprung or BLT at any other point during August
25 of 2012?

1 (BRIEF PAUSE)

2

3 MS. ABIGAIL STEC: I think -- yes,
4 when the actual budget was put forth.

5 MS. KATE MCGRANN: Okay. And I will
6 be asking you some questions about that in a bit.
7 Other than the budget, any other information from the
8 Town that you passed on to Sprung and BLT?

9 MS. ABIGAIL STEC: Nothing I can think
10 of.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: If we could learn -
15 - look at paragraph 356 of the Foundation Document.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: So this section, or
20 sub-chair -- subparagraph of the Foundation Document
21 describes correspondence between Green Leaf and BLT
22 regarding the pricing of the proposal that's going to
23 be made to the Town.

24 Do you recall being involved in
25 discussions with Sprung and BLT about the prices that

1 it was going to be proposing for the pool and arena?

2 MS. ABIGAIL STEC: No.

3 MS. KATE MCGRANN: Did you have any
4 discussions with Mr. Bonwick about the prices that
5 Sprung and BLT would be proposing to the Town for the
6 pool and arena?

7 MS. ABIGAIL STEC: One (1)
8 conversation I recall was Mr. Bondick -- Bonwick
9 indicating that if there was going to be compensation
10 to Green Leaf, it would be out of BLT's profits.

11 MS. KATE MCGRANN: BLT's profits from
12 the pool and the arena for the Town?

13 MS. ABIGAIL STEC: Yes.

14 MS. KATE MCGRANN: If you could look
15 at paragraph 356, here, on August 20th, you're
16 emailing Mr. Barrow, saying:

17 "I was wondering if you had a chance
18 to get the pricing nailed down for
19 the two (2) facilities. Can you
20 please let me know?"

21 And Mr. Barrow responds, "You will have
22 it today."

23 And if you look down to paragraph 357,
24 the paragraph describes you following up with Mr.
25 Barrow on August 21st, in the morning, writing:

1 "Do you have the numbers for us?

2 Please let us know -- please let me
3 know ASAP."

4 And he replies to you shortly after is,
5 "Need one (1) hour and half. I need one (1) item
6 clarified with the structural engineer."

7 Why are you following up with Mr.
8 Barrow on these numbers at this point in time?

9 MS. ABIGAIL STEC: Mr. Bonwick
10 indicated there was a sense of urgency to get the
11 numbers at that time.

12 MS. KATE MCGRANN: Do you know where
13 that sense of urgency was coming from?

14 MS. ABIGAIL STEC: No.

15 MS. KATE MCGRANN: Did you understand
16 what -- what you or what Green Leaf was to do with the
17 numbers when -- when you received them from BLT?

18 MS. ABIGAIL STEC: Not at this time,
19 no.

20 MS. KATE MCGRANN: Now I'm going to
21 draw your attention to the paragraph 358 of the
22 Foundation Document. So we'll just have to scroll
23 down a bit.

24 THE HONOURABLE FRANK MARROCCO: Just -
25 - just before you do that, these emails, were they

1 emails you created and constructed, or were you told -
2 - or were you given the substance of them, and asked
3 to send them out?

4 MS. ABIGAIL STEC: I was given the
5 substance and asked to give them out. I was very
6 cognizant that I didn't want to make any mistakes, and
7 I didn't want to overstep, and -- and do anything that
8 was inappropriate, so I -- I basically took direction
9 from Mr. Bonwick.

10 THE HONOURABLE FRANK MARROCCO: So you
11 would get -- correct me if I'm wrong. You would --
12 you would get the substance of the email, and then you
13 would type it up as a -- an email from yourself to the
14 person. Is that what you're saying?

15 MS. ABIGAIL STEC: Correct.

16 THE HONOURABLE FRANK MARROCCO: All
17 right.

18

19 CONTINUED BY MS. KATE MCGRANN:

20 MS. KATE MCGRANN: Looking at
21 paragraph 358 of the Foundation Document, which is on
22 the screen in front of you, this describes an email
23 from Mr. Barrow to Mr. Bonwick, and you, 10:46 on
24 August 22nd. And he writes:

25 "Here are the numbers for both

1 locations, arena and pool. Let me
2 know what you wish to adjust to and
3 I will resubmit to send to Ed."

4 Do you recall receiving this email?

5 MS. ABIGAIL STEC: Yes.

6 MS. KATE MCGRANN: Did you know what
7 adjustments Mr. Barrow was referring to in his email
8 to you?

9 MS. ABIGAIL STEC: I believe he was
10 referring to the Green Leaf compensation but I didn't
11 know what it was at that time.

12 MS. KATE MCGRANN: So this email was
13 sent on August 21st, 2012. By this point in time, did
14 you have an understanding of whether the work that Mr.
15 Bonwick was doing for BLT in respect of the Town pool
16 and arena was being done through Green Leaf or did you
17 still think that Compenso may be -- may be doing this
18 work as well?

19 MS. ABIGAIL STEC: I believe at that
20 point I -- I knew that it was Green Leaf because the
21 intermediary agreement was written with Green Leaf,
22 but I questioned whether that was appropriate.

23 MS. KATE MCGRANN: When you say you
24 questioned whether it was appropriate, did you ask
25 that question of anybody else?

1 MS. ABIGAIL STEC: Of Mr. Bonwick.

2 MS. KATE MCGRANN: What can you tell
3 us about that exchange?

4 MS. ABIGAIL STEC: I recall asking a
5 couple of times which -- which -- which company would
6 be used for the essence of this project, and he
7 indicated it would be Green Leaf and said that there -
8 - there might be a perceived conflict of interest if
9 it was done through Compenso.

10 MS. KATE MCGRANN: Did he give you any
11 explanation of what the perceived conflict of interest
12 would be?

13 MS. ABIGAIL STEC: I don't know
14 whether he -- whether he said that it was because his
15 sister was the mayor or if I just implied that, but
16 that was my understanding.

17 MS. KATE MCGRANN: And did he explain
18 to you at all why doing the work through Green Leaf
19 would address the perceived conflict of interest?

20 MS. ABIGAIL STEC: Sorry, can you
21 repeat that?

22 MS. KATE MCGRANN: Yeah. Did he give
23 you any explanation as to why there was no perceived
24 conflict of interest issue if the work is being done
25 through Green Leaf?

1 MS. ABIGAIL STEC: I believe because I
2 was sort of the front line ambassador, the face of
3 Green Leaf.

4 MS. KATE MCGRANN: Is that a
5 conclusion that you came to on your own or is that
6 something that Mr. Bonwick explained to you?

7 MS. ABIGAIL STEC: It's something that
8 I came to on my own.

9 MS. KATE MCGRANN: Did the idea of
10 both of you doing your work through Green Leaf because
11 there was a potential perceived conflict of interest
12 issue if the work is being done through Compenso, did
13 that cause you any -- any concern --

14 MS. ABIGAIL STEC: Yes.

15 MS. KATE MCGRANN: -- at the time
16 you're doing the work? What were you concerned about?

17 MS. ABIGAIL STEC: Specifically with
18 -- with the intermediary scope of work, and the work
19 that was outlined in that document was not in keeping
20 with the scope of work of Green Leaf.

21 MS. KATE MCGRANN: And why was that
22 concerning to you?

23 MS. ABIGAIL STEC: Primarily I wanted
24 to protect the integrity of Green Leaf and I'd also
25 invested \$69,000 in Green Leaf. I wanted to protect

1 it as a company as well too.

2 MS. KATE MCGRANN: Since we're talking
3 about the intermediary contract, I'm going to ask that
4 it be shown to you on the screen. Could you pull up
5 CJI78627?

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: I'm going to ask
10 that you be shown -- scroll through the first page.
11 And then -- keep going.

12 My question for you is just going to
13 be, is this the intermediary contract that you're
14 referring to.

15 MS. ABIGAIL STEC: Yes.

16 MS. KATE MCGRANN: If we could turn to
17 paragraph 316 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 CONTINUED BY MS. KATE MCGRANN:

22 MS. KATE MCGRANN: This paragraph
23 describes an email that you send to Mr. Barrow and Mr.
24 Bonwick on August 13th, 2012, in which you attach a
25 copy of the intermediary contract between BLT and

1 Green Leaf for review.

2 This is the first time we see mentioned
3 an actual copy of the intermediary contract in the
4 documents we've reviewed. Unfortunately we don't have
5 an attachment to go with this email, so I can't show
6 you a copy of the draft that you sent across.

7 Do you remember if at this point in
8 time the compensation that you would be receiving, and
9 by you I mean you, Mr. Bonwick, or Green Leaf, had
10 been discussed with BLT?

11 MS. ABIGAIL STEC: I don't think -- I
12 don't know for sure. I don't think the actual number
13 was in the agreement, but it could have been.

14 MS. KATE MCGRANN: Leaving aside for a
15 second the question of what was in the agreement, were
16 you aware or had you been involved in any discussions
17 about how you or Mr. Bonwick would be compensated for
18 your work for BLT up until this point in time?

19 MS. ABIGAIL STEC: I don't think that
20 discussion had taken place yet.

21 MS. KATE MCGRANN: I understand that
22 you weren't -- you didn't draft the intermediary
23 agreement.

24 Did you have any involvement in
25 discussing or determining what terms would be involved

1 in the agreement?

2 MS. ABIGAIL STEC: I don't recall.

3 MS. KATE MCGRANN: Just scroll down
4 the page so we can see all of paragraph 317.

5 Two (2) days later, Mr. Bonwick sends
6 an email to you, Mr. Watts, and Mr. Barrow, with the
7 subject line "Contract," asking:

8 "Can we organize a call later in the
9 morning if all available?"

10 Do you remember receiving this email?

11 MS. ABIGAIL STEC: Yes, I do.

12 MS. KATE MCGRANN: Do you remember if
13 you had a call as suggested by Mr. Bonwick?

14 MS. ABIGAIL STEC: I believe we did,
15 yes.

16 MS. KATE MCGRANN: What do you
17 remember about what was discussed on that call?

18 MS. ABIGAIL STEC: I don't remember
19 the details. I remember it took place in Mr.
20 Bonwick's office, and I believe that Mr. Barrow and
21 Mr. Watts were both on the call.

22 MS. KATE MCGRANN: Can you tell us
23 anything about what was discussed on the call?

24 MS. ABIGAIL STEC: I believe it had to
25 do with a couple of -- of items that were on the

1 agreement, but I don't remember in detail what was
2 actually discussed in that phone call.

3 MS. KATE MCGRANN: Scroll down again
4 so we can look paragraph 318 of the Foundation
5 Document.

6 That describes an email that Mr. Watts
7 sends to you, Mr. Barrow, and Mr. Bonwick on August
8 17th, 2012, in which he discusses proposed revisions
9 to the intermediary contract, specifically relating to
10 compensation. In his email, Watts sets out two (2)
11 revisions.

12 The one (1) one that I'm interested in
13 is part way through the paragraph under the heading,
14 "Change to."

15 "Compensation is due to Green Leaf
16 within two (2) business days of BLT
17 receiving its first draw or deposit
18 from the third party."

19 It goes on to discuss what happens if
20 compensation is greater than 30 percent of the
21 deposit.

22 What do you remember about -- about the
23 revisions that Mr. Watts was asking for here?

24 MS. ABIGAIL STEC: I really don't
25 remember much about them at all, only that I -- I

1 really was a go-between. I didn't understand why that
2 change needed to be implemented.

3 MS. KATE MCGRANN: Do you have any
4 recollection of what -- what the language was in the
5 draft you sent over initially that Mr. Watts is
6 looking to change?

7 MS. ABIGAIL STEC: I don't.

8 MS. KATE MCGRANN: If we could look at
9 paragraph 320.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: On August 19th you
14 send -- you send the intermediary contract between
15 Green Leaf and BLT back to BLT and Mr. Bonwick, and
16 you provide an explanation of -- of what you've done
17 in response to Mr. Watts' requested changes.

18 In particular I'm interested in the
19 second sentence of the first paragraph there where you
20 write:

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

1 operation costs. For this reason,
2 5(b) was left as it was."

3 First of all, did you draft this email
4 on your own or did you have assistance in terms of --
5 of what information to put in here?

6 MS. ABIGAIL STEC: I had assistance.

7 MS. KATE MCGRANN: Who was helping you
8 in drafting this email?

9 MS. ABIGAIL STEC: Mr. Bonwick.

10 MS. KATE MCGRANN: With respect to the
11 preliminary discussions that are described here
12 between Paul and Ed about the first draw, what did you
13 know about those discussions?

14 MS. ABIGAIL STEC: I believe the
15 discussions took place to indicate that the first --
16 the first draw would -- would be substantial enough
17 that the Green Leaf compensation could come out of it.

18 MS. KATE MCGRANN: Was it your
19 understanding that Mr. Bonwick and Mr. Houghton were
20 talking about payments the Town would be making to BLT
21 at this point in time?

22 MS. ABIGAIL STEC: I can't say what --
23 what their discussions were.

24 MS. KATE MCGRANN: Other than what's
25 written in this email, do you remember if Mr. Bonwick

1 gave you any other information about the discussions
2 he had been having with Mr. Houghton about the first
3 draw and -- and how bit it would be?

4 MS. ABIGAIL STEC: I don't recall,
5 sorry.

6 MS. KATE MCGRANN: At the time that
7 you send this email, so August 19th, 2012, did you
8 have any understanding about whether a conclusion had
9 been reached about whether the Town could sole source
10 the Sprung buildings for the pool and the arena?

11 MS. ABIGAIL STEC: I don't know. The
12 whole entire process happened really fast and I'm not
13 exactly sure when I knew I was made aware that the
14 sole sourcing was an option.

15 MS. KATE MCGRANN: This email we do
16 have the contract that was attached that you sent
17 over, so I think we should pull it up and take a look
18 at it. It is a -- I believe, CJI7098_1.

19 In particular, I'd like to look at
20 section 5, which addresses compensation and that's
21 found on page 3.

22 Subparagraph 5(b), which had been the
23 subject of a request for revision from BLT appears in
24 this version as:

25 "Compensation is due to Green Leaf

1 upon signing of the contract between
2 BLT and the third party and BLT
3 receiving their first draw from the
4 third party."

5 So that's what's being proposed in the
6 email that you sent across. Do you know why this
7 language was the language that was desired for the
8 contract from Green Leaf's perspective?

9 Why did Green Leaf want this payment
10 term included?

11 MS. ABIGAIL STEC: I don't know.

12 MS. KATE MCGRANN: Did you have any
13 discussions with Mr. Bonwick about the compensation
14 section of this agreement?

15 MS. ABIGAIL STEC: I believe at that
16 point -- this point, I just took direction on what
17 changes he wanted to see made.

18 MS. KATE MCGRANN: Was it your
19 understanding that the intention for this intermediary
20 contract was to deal only with the work that you were
21 doing on the pool and arena for the Town of
22 Collingwood, or was it intended to cover a broader
23 business relationship that could involve other
24 projects?

25 MS. ABIGAIL STEC: This was specific

1 to the Collingwood project.

2 MS. KATE MCGRANN: And how did you
3 have that understanding?

4 MS. ABIGAIL STEC: We had had -- or I
5 had had discussions with BLT and Sprung about future
6 projects, but they were very loose, there was nothing
7 definitive about that. So it was -- I guess I just --
8 I know the intent of this agreement was for -- for
9 this project, specifically.

10 MS. KATE MCGRANN: I'm going to ask
11 that we turn back to paragraph 320 of the Foundation
12 document.

13 We're looking at this email again.
14 Moving on to the next paragraph, you report that
15 everything is moving forward as planned and
16 Collingwood -- you write:

17 "As expected, there have been some
18 efforts on behalf of the co-chair of
19 the Town's park recreation culture
20 committee who has attempted to spark
21 up a lobbying group to convince
22 Council to go ahead with the \$35
23 million dollar option in Central
24 Park."

25 Do you know who you were referring to

1 there?

2 MS. ABIGAIL STEC: Not specifically.
3 Mr. Bonwick had asked me to, I believe at that time
4 BLT was concerned that there had been sort of a
5 disruption in the Town and he had wanted me to report
6 back that there was sort of a plan in place to -- to
7 manage that situation.

8 MS. KATE MCGRANN: The disruption that
9 the Town that you mention there, disruption with
10 respect to what?

11 MS. ABIGAIL STEC: I can't remember at
12 -- at that exact time whether it was because the
13 project was being sole sourced, I'm not sure. I -- I
14 don't -- I don't remember what was taking place around
15 August 19th.

16 I think -- I think it may have had to
17 do with the fact that the group that was looking at
18 the \$35 million project was disgruntled because there
19 was another option on the table. I'm not certain of
20 that.

21 MS. KATE MCGRANN: Looking down at the
22 third paragraph of your email that's reproduced here,
23 you write:

24 "We are managing the situation in a
25 straightforward manner and it is

1 expected that the said gentleman
2 will be asked to step down from his
3 position on Monday."

4 Do you know what steps were being taken
5 to manage the situation?

6 MS. ABIGAIL STEC: No, and I don't
7 recall who the person was that was stepping down
8 either.

9 MS. KATE MCGRANN: Did you have any
10 understanding of how or why he would be asked to step
11 down from his position?

12 MS. ABIGAIL STEC: No.

13 MS. KATE MCGRANN: Did you ask Mr.
14 Bonwick any questions about -- about any of this?

15 MS. ABIGAIL STEC: I likely did at the
16 time, but I don't recall what or how.

17 MS. KATE MCGRANN: If we could look at
18 paragraph ---

19 THE HONOURABLE FRANK MARROCCO: Just -
20 - just before you -- you do that. Did you have any
21 discussion about why it was that you were the author,
22 you were being asked to author the email, as opposed
23 to Mr. Bonwick himself?

24 MS. ABIGAIL STEC: No. I don't
25 believe that there were any formal discussions in that

1 regard, I -- I sort of assumed that role and it was --
2 as I mentioned before, it was indicated in that first
3 meeting in Toronto that I would be the -- the point
4 person or the contact person. And -- so --

5 THE HONOURABLE FRANK MARROCCO: All
6 right.

7 You had \$69,000 of your money invested
8 in Green Leaf. Where -- did you have any concern
9 about what Green Leaf was doing?

10 MS. ABIGAIL STEC: Yes.

11 THE HONOURABLE FRANK MARROCCO: What
12 was that?

13 MS. ABIGAIL STEC: I didn't have
14 concern about what Green Leaf was doing. I had
15 concern that the project should have been under
16 Compenso and not Green Leaf.

17 THE HONOURABLE FRANK MARROCCO: That --

18 MS. ABIGAIL STEC: Because there was--

19 THE HONOURABLE FRANK MARROCCO: When I
20 said that -- that -- yes, I understand what you're
21 saying.

22 Why -- why were you concerned?

23 MS. ABIGAIL STEC: Because Green Leaf
24 is not a lobbying -- a lobbier company and I'm not a
25 lobbier.

1 And the -- the way that the
2 intermediary agreement read was more something that
3 was in line with a Compenso project rather than a
4 Green Leaf project, with the exception of the Sprung -
5 - or with the exception of the LEED work.

6 THE HONOURABLE FRANK MARROCCO: Did
7 you raise that with Mr. Bonwick?

8 MS. ABIGAIL STEC: I did, yes.

9 THE HONOURABLE FRANK MARROCCO: What
10 were you told?

11 MS. ABIGAIL STEC: That it -- there --
12 there may be a perceived conflict of interest if the
13 project went through Compenso.

14 THE HONOURABLE FRANK MARROCCO:
15 Anything else?

16 MS. ABIGAIL STEC: Not that I recall.
17 Can I just add to that, Your Honour?

18 THE HONOURABLE FRANK MARROCCO: Yes.

19 MS. ABIGAIL STEC: And I mean this
20 with all due respect to Mr. Bonwick, but if I had the
21 knowledge, the confidence, and the voice that I do
22 today, I would have spoken up more readily back then.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: We had been

1 discussing an email that's still on the screen in
2 front of you, dated August 19th, 2012. I'd like to
3 move ahead a couple of days to August 21st now and ask
4 that paragraph 359 of the Foundation Document be
5 brought up.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Scroll up actually
10 to 358. Here we see Mr. Barrow sending construction
11 budgets for the arena and pool to Mr. Bonwick and
12 yourself writing:

13 "Here are the numbers for both
14 locations arena and pool. Let me
15 know what you wish to adjust to, and
16 I will resubmit to send Ed."

17 We had discussed the concept of
18 adjusting numbers from BLT earlier this morning, and
19 you indicated that you thought that adjustment was to
20 account for a compensation to Green Leaf. First of
21 all, have I got that right?

22 MS. ABIGAIL STEC: Yes.

23 MS. KATE MCGRANN: Second of all, when
24 you received this email when Mr. Barrow writes, "Let
25 me know what you wish to adjust to," what did you

1 understand him to be talking about there?

2 MS. ABIGAIL STEC: Whatever percentage
3 that would be added.

4 MS. KATE MCGRANN: If we could scroll
5 down to paragraph 359. We see Mr. Bonwick responding
6 to Mr. Barrow's email at 11:17 that morning asking for
7 a call at 2:00 p.m and writing:

8 "The situation is very fluid at this
9 time and requires our attention and
10 input by the end of the day. If we
11 are able to achieve a favourable
12 outcome Monday, there is a
13 considerable movement wanting a
14 deferral providing an opportunity
15 for a third party to make a
16 recommendation, i.e., architect."

17 Do you know what Mr. Bonwick was
18 discussing in this email?

19 MS. ABIGAIL STEC: I believe it had to
20 do with the -- the same controversy that was happening
21 in the town. And he was indicating that it -- I
22 believe that the -- the favourable outcome for Monday
23 would have been the Council meeting.

24 MS. KATE MCGRANN: Do you remember if
25 there was a call that took place at 2:00 p.m. as a

1 result of this email or otherwise?

2 MS. ABIGAIL STEC: I don't recall.

3 MS. KATE MCGRANN: Do you recall
4 having any input to ensure that there was going to be
5 a favourable outcome on Monday?

6 MS. ABIGAIL STEC: I know close --
7 close to the presentation that Mr. Houghton made, he
8 had asked me for additional information for his
9 proposal or his -- his presentation to Council.

10 And it was involving the operational
11 costs of a Sprung -- a Sprung building versus a bricks
12 and mortar building. And so I tried to source some
13 more information with regard to that.

14 MS. KATE MCGRANN: Were you able to
15 find additional information to give to Mr. Houghton?

16 MS. ABIGAIL STEC: I was able to find
17 information from Yaden Fabrics and the Farley Group,
18 two (2) different -- some research that I had done at
19 Pretty River Academy.

20 But I was unable to find a direct
21 comparison with -- with bricks and mortar for a Sprung
22 building. And Tom Lloyd didn't -- didn't have that
23 information either.

24 MS. KATE MCGRANN: Did you provide
25 Mr. Houghton with the information that you did have

1 about Yaden and the Farley Group?

2 MS. ABIGAIL STEC: I did. Yes.

3 MS. KATE MCGRANN: Do you remember if
4 you provided it to him over the phone, by email, in
5 hard copy?

6 MS. ABIGAIL STEC: By email, I
7 believe.

8 MS. KATE MCGRANN: I'm going to move
9 through some of the paragraphs that are on the screen
10 with you here. So moving down to paragraph 360, at
11 11:42 a.m. on August 21st, Mr. McNalty from the Town
12 sends Ed Houghton July 16th Sprung estimates. So
13 these are estimates that were provided from Sprung on
14 July 16th.

15 And if we scroll down to paragraph 361,
16 Mr. Houghton forwards those emails to Mr. Bonwick, and
17 he forwards that email on to you and Mr. Barrow. So
18 you and Mr. Barrow ultimately receive copies of
19 estimates that Sprung had provided earlier in the
20 summer.

21 And Mr. Bonwick writes:

22 "Please review the original numbers
23 that were sent to the Town. Unless
24 there is some significant
25 explanation (\$3 million higher than

1 the original) they will undoubtedly
2 take the view that we are trying to
3 gouge as a result of potential sole
4 source. This is a deal breaker and
5 the current format."

6 Do you remember receiving this email?

7 MS. ABIGAIL STEC: I do.

8 MS. KATE MCGRANN: What do you recall
9 happening as a result of this email?

10 MS. ABIGAIL STEC: I don't remember in
11 detail.

12 What stands out to me as I -- as I
13 recall, there had been some -- several changes made
14 in -- in the scope of work to the pool and the
15 arena -- something about a mezzanine level which had
16 altered the pricing a little bit -- but I wasn't -- I
17 wasn't privy to the back and forth on the budget in
18 that -- in that regard. So I don't know -- I can't
19 answer that in detail.

20 MS. KATE MCGRANN: This email is sent
21 on August 21st, and Mr. Bonwick references that:

22 "They will undoubtedly take the view
23 that we are trying to gouge as a
24 result of potential sole source."

25 Do you recall having any understanding

1 of what the status of the Town's view was as to
2 whether or not a sole source was possible at this
3 point in time?

4 MS. ABIGAIL STEC: I don't believe I
5 did. No.

6 MS. KATE MCGRANN: If we could scroll
7 down to paragraph 362, we see that Mr. Barrow responds
8 to you explaining that we've added a few items in ours
9 compared to that budget, and he sets out a list of
10 items related to the second floor of the arena that
11 were not included in the July 16th budgets.

12 And then if you could look at
13 paragraph 363, it describes an email that you sent to
14 Dave Barrow at 4:58 p.m. on August 21st in which you
15 write:

16 "Thanks for taking the time to
17 participate in both calls today and
18 getting the numbers back to us.
19 Once you have put the numbers in the
20 format Ed suggested, please put
21 six and a half percent across the
22 board on all of the numbers
23 reflecting the Green Leaf
24 compensation. At that point, the
25 numbers can be sent to Ed."

1 Then you go on to write:

2 "If you're okay with the BLT/Green
3 Leaf agreement, please sign it and
4 send it to us at your earliest
5 convenience."

6 So I have a couple of questions about
7 this email. First of all, when you write -- before I
8 even go there, first of all is this an email that you
9 wrote on your own, or did somebody else have input
10 into this email?

11 MS. ABIGAIL STEC: Mr. Bonwick had
12 input.

13 MS. KATE MCGRANN: What input did he
14 have into this email?

15 MS. ABIGAIL STEC: He indicated that
16 the compensation was going to be six and a half
17 percent. And the -- the wording to put it "across the
18 board."

19 MS. KATE MCGRANN: Did you have any
20 discussions with mr. Bonwick about what percentage
21 Green Leaf would be asking for for compensation for
22 the work done?

23 MS. ABIGAIL STEC: We did. He
24 suggested to me that we -- we had a brief discussion.
25 He -- he asked me again how much the percentage was

1 for a Sprung building and what Sprung representative
2 would -- would get.

3 And I indicated that it would be
4 ten percent commission but only on the Sprung portion
5 fo the building, not the rest of the -- the
6 construction associated with it.

7 And so he explained to me at that time
8 that he -- he wanted to put six and a half percent on
9 the project, and I think I was a little taken aback
10 because the -- the number was so large.

11 And he explained to me that with the
12 nature of these types of projects that he was familiar
13 with working on, they could take a week, and they
14 could take two (2) years to come to fruition.

15 And if Council didn't vote on what the
16 outcome would be, then it could go even into another
17 Council before decisions were made. So, you know, it
18 could be a -- a quick outcome, or it could take, you
19 know, several months or -- or even years for -- for it
20 to come to fruition.

21 And so that -- that's how the -- the
22 number was explained to me.

23 MS. KATE MCGRANN: The possibility
24 that it could take some period of time before Council
25 came to a decision, how did that support the six and a

1 half percent to your understanding? Like why did that
2 make six and a half percent make sense?

3 MS. ABIGAIL STEC: I think the analogy
4 he used was equating it to, like, a real estate
5 transaction where it could be something that we would
6 be putting time and efforts in for a number of months
7 or years so that that number would be spread out over
8 a longer period of time, and it was -- it was
9 basically unknown whether or not the outcome would be
10 favourable at all, in which case we wouldn't receive
11 any money. And -- and if it did, then -- then it
12 could take time.

13 MS. KATE MCGRANN: To your knowledge,
14 was there any negotiation between Green Leaf on the
15 one side and BLT on the other side about the
16 compensation that BLT would pay to Green Leaf?

17 MS. ABIGAIL STEC: Not to my
18 knowledge.

19 MS. KATE MCGRANN: Was it the case
20 then that BLT accepted the 6.5 percent fee?

21 MS. ABIGAIL STEC: I believe so.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: Can we go to -- oh,

1 sorry, and before we do that, at the end of this email
2 you write:

3 "Are you -- if you are okay with the
4 BLT/Green Leaf agreement, please
5 sign it and send it back to us at
6 your earliest convenience."

7 Earlier today, we had reviewed some
8 email correspondence back and forth about revisions
9 that BLT had requested to the intermediary agreement
10 and Green Leaf's response.

11 At this point in time, had you heard
12 from -- had you heard anything further from BLT about
13 potential revisions to the intermediary agreement?

14 MS. ABIGAIL STEC: I'm not quite sure
15 on the timing of that. But I believe, at this point,
16 it was from -- I believe it was from both perspectives
17 ready to -- to sign.

18 MS. KATE MCGRANN: If we could look at
19 paragraph 324 of the Foundation Document.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: Scroll up a bit.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: So, we had been
2 discussing emails sent on August 24th first. We're
3 now looking at an email that Mr. Bonwick sends to you
4 on August 24th just before noon with the subject line,
5 "Terms," in which he writes:

6 "I believe we've been acting in good
7 faith up to this point and will
8 continue to do so. However, if they
9 are receiving a 25 or 30-percent
10 deposit, we will require our payment
11 at the same time. Two (2) days is
12 not relevant in banking terms."

13 Do you remember receiving this email?

14 MS. ABIGAIL STEC: Yes, I do.

15 MS. KATE MCGRANN: What was Mr.
16 Bonwick discussing with you in this email?

17 MS. ABIGAIL STEC: I think he wanted
18 the return of the -- the signed agreement back.

19 MS. KATE MCGRANN: Is that the
20 agreement between Green Leaf and BLT?

21 MS. ABIGAIL STEC: Yes.

22 MS. KATE MCGRANN: And if we look
23 further into this paragraph, it goes on to say -- at
24 12:11 p.m., Ms. Stec forwarded this email to Dave
25 Barrow, of BLT, writing, and we'll have to scroll down

1 a little bit:

2 "I have forwarded Paul's response
3 which we feel in re -- is
4 reasonable. Please let me know if
5 we can sign as is."

6 Did you send this email on your own
7 initiative or were you asked to send it?

8 MS. ABIGAIL STEC: I was asked to send
9 it.

10 MS. KATE MCGRANN: When you write
11 that, "We feel Paul's response is reasonable," what
12 about the message that you forwarded did you think was
13 reasonable?

14 MS. ABIGAIL STEC: I don't recall.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: If we could scroll
19 down a little bit further to paragraph 324 we see that
20 Mr. Barrow responds to you, writing:

21 "I am waiting reply from Mark, but
22 we don't want to be in the position
23 that the City takes three (3) weeks
24 for the deposit and we're obligated
25 to pay you immediately.

1 I have worked for the City, and
2 usually it's a process."

3 As we've already seen, ultimately, the
4 signed intermediary contract requires that Green Leaf
5 be paid on the date that the contract is signed and
6 the first deposit is -- is paid.

7 Do you know how this -- this issue was
8 resolved as between Green Leaf and BLT?

9 MS. ABIGAIL STEC: I would probably --
10 it would probably re -- refresh my memory if I saw any
11 documentation, but I don't off the top of my head,
12 sorry.

13 MS. KATE MCGRANN: Do you recall being
14 any -- in -- involved in any discussions with -- with
15 BLT about when exactly Green Leaf would receive
16 payment if -- if a contract was concluded with the
17 Town for the pool and arena?

18 MS. ABIGAIL STEC: I was -- I wasn't
19 involved in any discussions, but I may have
20 transmitted in -- information back and forth through
21 email.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: If we could look at

1 the next paragraph, which is paragraph 325. We're
2 still looking at email correspondence that's sent on
3 August 24th.

4 At 1:51, you send an email in response
5 to Mr. Barrow in which you write:

6 "Can you let me know when you're
7 back in the office? I just want to
8 confirm compensation totals with you
9 after breaking out the totals.
10 When I was speaking to Ed this
11 morning, he asked me to confirm that
12 the garage-type doors which open up
13 the pool are not in -- are included.
14 We didn't see them on the budget."

15 Do you remember having any discussions
16 with Mr. Houghton on August 24th? And this would have
17 been the Friday of that week.

18 MS. ABIGAIL STEC: I do, yes.

19 MS. KATE MCGRANN: What do you
20 remember about the discussions you had with him on
21 that day?

22 MS. ABIGAIL STEC: Nothing in great
23 detail. But I know that there was some discrepancies
24 in -- from his perspective on the numbers. And he
25 wanted me to clarify what -- what was -- what --

1 whatever changes had transpired.

2 MS. KATE MCGRANN: Just to assist you
3 with the chronology and -- and where we're at at this
4 point in time, August 24th is a Friday. August 27th
5 is the following Monday --

6 MS. ABIGAIL STEC: Right.

7 MS. KATE MCGRANN: -- which there's a
8 council meeting and council votes to -- to proceed
9 with Sprung for the pool and arena.

10 At this point in time, on the Friday,
11 did you have any understanding of where -- where the
12 town was with the question of whether or not the
13 Sprung buildings could be procured by way of sole
14 source?

15 MS. ABIGAIL STEC: From -- just from
16 memory, I -- I don't believe that that decision was
17 made until after the presentation was done. I
18 remember that Friday being very busy and trying to get
19 Mr. Houghton as much information as I could for the --
20 for his presentation and -- and get all of the -- the
21 details of different changes that had been made to the
22 scope of work on -- on both projects.

23 But, yeah, I don't -- I don't remember
24 exactly when -- if it was after the council meeting
25 that it was dec -- decided that -- if they voted

1 again. I -- I just can't remember that part of it.

2 MS. KATE MCGRANN: If we could look at
3 paragraph 476 of the Foundation Document.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: So, we had been
8 looking at Friday August 24th. Now we're looking at
9 Monday August 27th. You send an email just before
10 11:00 in the morning to Tom Lloyd, Dave MacNeil, of
11 Sprung, Dave Barrow and Mark Watts, of BLT, and Mr.
12 Bonwick to arrange a meeting at the Green Leaf office
13 at 4:00 p.m. to coordinate final thoughts on the
14 presentation for this evening.

15 Mr. Lloyd responds that he and other
16 Sprung representatives would be there. Do you recall
17 whether this meeting took place?

18 MS. ABIGAIL STEC: Yes, it did.

19 MS. KATE MCGRANN: Do you remember who
20 attended?

21 MS. ABIGAIL STEC: Mr. Bonwick,
22 myself, Mr. Lloyd. And I believe Mr. Barrow and Mr.
23 Watts were both there, as well, too.

24 MS. KATE MCGRANN: What do you
25 remember taking place at that meeting?

1 MS. ABIGAIL STEC: Everyone met at the
2 Green Leaf office. And I don't remember the -- the
3 content of the meeting. I think -- I'm actually not
4 sure whether Sprung participated in the presentation
5 at all or just provided information.

6 And to -- to the best of my
7 recollection, everything was sort of in place at that
8 time. So, I -- I don't know that any planning or
9 anything like that transpired.

10 MS. KATE MCGRANN: When you say that
11 you don't know whether Sprung took part in the
12 presentation, what presentation are you referring to?

13 MS. ABIGAIL STEC: The one (1) that Ed
14 did for council -- sorry, Mr. Houghton.

15 MS. KATE MCGRANN: Okay. If we could
16 just look at the -- the balance of this paragraph.
17 After Mr. Lloyd advises you that he and the other
18 Sprung representatives would come to the meeting you'd
19 proposed, you respond to him, asking, "Any luck with
20 the spreadsheet."

21 And he replies, "Unfortunately, they've
22 taken it off their website." You write back:

23 "Do you have any -- do you have the
24 contact information for them or
25 other facilities that we could get

1 operational costing on? Ed is still
2 very much looking for some
3 operational numbers."

4 Do you recall what that conversation
5 was about?

6 MS. ABIGAIL STEC: Yes. So, that
7 would have been at 10:52 on the Friday morning. That
8 was the -- the busy day that I was referring to that -
9 - that Mr. Houghton was looking for operational costs
10 in comparison to the other stru -- the other fabric
11 structures versus bricks and mortar buildings.

12 And just to -- to further that
13 question, I think that that came to because part of
14 the opposing community members that were opposed to
15 the Sprung fabric buildings had indicated that the
16 operational costs would much higher for Sprung.

17 And so, at that point, we were
18 searching for information to prove otherwise.

19 MS. KATE MCGRANN: And I think that
20 you had told us that you were able to provide
21 information from some companies but not -- could you
22 just remind us what information you were able to -- to
23 provide in response to that?

24 MS. ABIGAIL STEC: Yes. Specific to
25 this email where it says they removed it from the

1 website, Tom Lloyd had indicated to me that, at one
2 time, they did some documentation on their website
3 which re -- which referred specifically to that but it
4 had removed.

5 And so, that's when I -- when I gave
6 them the information just for -- for Yaden and for The
7 Farley Group.

8 MS. KATE MCGRANN: I'm looking at the
9 time. And I'm about to move on to a new topic.

10 THE HONOURABLE FRANK MARROCCO: All
11 right. Can you just put that email back up on the
12 screen for a minute? I was -- wasn't clear about
13 something.

14 In -- in that email, the -- at
15 paragraph 476, it says, "To coordinate" -- on the
16 third line:

17 "To coordinate final thoughts on the
18 presentation for this evening..."

19 And did I understand you to say that
20 was Mr. Houghton's presentation?

21 MS. ABIGAIL STEC: Yes.

22 THE HONOURABLE FRANK MARROCCO: And so
23 did -- did everybody have a copy of his presentation,
24 or as the propo -- what at that time would have been
25 the proposed presentation?

1 MS. ABIGAIL STEC: I'm sorry, Your
2 Honour, do you mean council members have a copy?

3 THE HONOURABLE FRANK MARROCCO: Oh,
4 no, the pe -- the people at the meeting. The people
5 who were coordinating their final thoughts on the
6 presentation, did they -- did they have it?

7 MS. ABIGAIL STEC: I believe they did.

8 THE HONOURABLE FRANK MARROCCO: Okay.
9 Thank you. We'll -- we'll break until two o'clock.

10

11 --- Upon recessing at 1:02 p.m.

12 --- Upon resuming at 2:06 p.m.

13

14 THE HONOURABLE FRANK MARROCCO: I'll -
15 - I'll deal with the order of the cross-examination
16 after Ms. Stec finished her examination in-chief, then
17 I'll -- I'll hear from you and hear what the problem
18 is.

19

20 CONTINUED BY MS. KATE MCGRANN:

21 MS. KATE MCGRANN: Ms. Stec, before
22 the lunch break we had been discussing a meeting on
23 the afternoon of August 27th in preparation for the
24 Council meeting that was going to take place that
25 evening.

1 I'm going to ask that CJI6146 be pulled
2 up on the screen. This is the staff report that was
3 presented to Council at the August 27th, 2012 Council
4 meeting. I would invite you to direct the court
5 operator to scroll through the document so you can
6 review it.

7 My question for you is: do you recall
8 if you saw a copy of this staff report at any point
9 before the Council meeting on August 27th?

10 MS. ABIGAIL STEC: I know that I did
11 not.

12 MS. KATE MCGRANN: We've already
13 discussed the intermediary contract between Green Leaf
14 and BLT a little bit. I'd like to ask you some more
15 questions about that document. It's at CJI7627.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: For starters, could
20 you turn to page 5 of this agreement? Could you
21 scroll up? And go down to page 6, just looking for
22 the signature page. Keep going.

23 So this agreement is dated August 27th,
24 2012. It looks like you have signed it as president
25 of the corporation. Is that your signature?

1 MS. ABIGAIL STEC: Yes.

2 MS. KATE MCGRANN: When did you become
3 the president of Green Leaf?

4 MS. ABIGAIL STEC: On the day that Mr.
5 Bonwick and I went to Paul Shaw's office to write a
6 partnership agreement and when Paul Shaw asked who
7 would be CEO and president, Mr. Bonwick indicated it
8 would be me.

9 MS. KATE MCGRANN: Do you remember
10 when -- when that took -- when that conversation took
11 place, like in time?

12 MS. ABIGAIL STEC: It was June, I'm
13 sorry, I don't know the date.

14 MS. KATE MCGRANN: Had you had any
15 discussions with Mr. Bonwick in advance of attending
16 at Mr. Shaw's office about -- about you becoming
17 president of the company?

18 MS. ABIGAIL STEC: No.

19 MS. KATE MCGRANN: Did this new title
20 come with any new responsibilities for you at the
21 company? Did your role change at all?

22 MS. ABIGAIL STEC: There were no
23 discussions about roles or -- or responsibilities, but
24 there were only two of us, essentially, in the
25 company, so nothing changed.

1 MS. KATE MCGRANN: Who had been the
2 president before -- before you took on that -- that
3 title?

4 MS. ABIGAIL STEC: Mr. Bonwick.

5 MS. KATE MCGRANN: Did you ask him why
6 -- why you were now stepping in as president of the
7 company?

8 MS. ABIGAIL STEC: I don't know that I
9 asked in so many words. But I believe it was more of
10 a placeholder than a title.

11 MS. KATE MCGRANN: What do you mean by
12 that?

13 MS. ABIGAIL STEC: It wasn't really a
14 -- there wasn't really a designated role as a
15 president or CEO in the company. So it was -- I think
16 it was more along the lines that those titles had to
17 be covered for the document.

18 MS. KATE MCGRANN: Do you know if your
19 role, as president, was recorded in the company's
20 corporate records or the company's bank account
21 records?

22 MS. ABIGAIL STEC: Only from the
23 Foundation document, I believe that Mr. Bonwick was
24 still listed as president on one of them, but I -- I
25 don't know completely.

1 MS. KATE MCGRANN: Do you recall at
2 the time whether anyone at the company took any steps
3 to amend any corporate records to reflect the fact
4 that you were now president?

5 MS. ABIGAIL STEC: I do not.

6 MS. KATE MCGRANN: Did your
7 compensation change as a result of this change in
8 title?

9 MS. ABIGAIL STEC: No.

10 MS. KATE MCGRANN: Were you involved
11 in negotiating the terms of this intermediary
12 agreement as between Green Leaf and BLT?

13 MS. ABIGAIL STEC: No. I was present
14 at the meeting though.

15 MS. KATE MCGRANN: What meeting was
16 that?

17 MS. ABIGAIL STEC: Mr. Bonwick and I
18 went to Mr. Shaw's office and that's when the -- the
19 document was put together.

20 MS. KATE MCGRANN: Were you present
21 for any conversations with BLT about what would go
22 into this intermediary agreement?

23 MS. ABIGAIL STEC: No.

24 MS. KATE MCGRANN: And before once you
25 had told us that Mr. Bonwick had explained to you that

1 Green Leaf's fee would be coming out of BLT's profit,
2 other than that conversation did you have any other
3 conversations with him or anybody else about the
4 compensation that Green Leaf would be receiving for
5 its work on the -- the arena and pool?

6 MS. ABIGAIL STEC: No.

7 MS. KATE MCGRANN: At any point did
8 you have any discussions about how you personally
9 would be compensated for the work that you did on the
10 arena and pool?

11 MS. ABIGAIL STEC: No.

12 MS. KATE MCGRANN: Did you have any
13 understanding that you would receive anything beyond
14 your normal compensation for the work that you did on
15 those projects?

16 MS. ABIGAIL STEC: I didn't believe I
17 would, even though I was a 20 percent partner, I
18 didn't believe I would because I -- I thought that
19 that portion of the project that -- that represented
20 the 6.5 was more the lobbying role.

21 MS. KATE MCGRANN: Did you have any
22 conversations with Mr. Bonwick about how Green Leaf's
23 compensation for the work on the arena and pool would
24 be distributed or used?

25 MS. ABIGAIL STEC: Not -- no, not

1 prior to the -- the project being completed.

2 MS. KATE MCGRANN: Who did you think
3 was going to be asked to sign this agreement when it
4 was put together, on behalf of Green Leaf?

5 MS. ABIGAIL STEC: I'm not sure
6 whether I had a thought on that. I didn't -- I
7 definitely didn't think it would be me. And when the
8 -- when the agreement was through Green Leaf, I did
9 ask at that point who was going to sign it and -- and
10 so did our administrator, and Mr. Bonwick indicated
11 that it would be me signing it.

12 MS. KATE MCGRANN: Did he give you any
13 explanation as to why you would be signing this
14 agreement?

15 MS. ABIGAIL STEC: Again, it was the
16 perceived conflict.

17 MS. KATE MCGRANN: You say the
18 perceived conflict. Did he -- did he provide you with
19 any -- any explanation of what that meant or how you
20 signing it would address that -- that issue?

21 MS. ABIGAIL STEC: No.

22 MS. KATE MCGRANN: Did you ask him any
23 questions about why you signing this agreement would -
24 - would solve the perceived conflict of interest issue
25 he had identified?

1 MS. ABIGAIL STEC: No, because my
2 perception was that if it was -- if it was not going
3 through -- through Compenso, that was -- that was what
4 the issue would -- would solve it.

5 MS. KATE MCGRANN: Were you
6 comfortable with this approach to -- to the contract
7 and addressing the perceived conflict Mr. Bonwick had
8 advised -- or identified?

9 MS. ABIGAIL STEC: I was not
10 comfortable with it.

11 MS. KATE MCGRANN: Why not?

12 MS. ABIGAIL STEC: I think for some of
13 the -- the reasons that I've outlined before, it --
14 the -- the bullets that are contained in the -- in the
15 agreement are not reflective of what Green Leaf
16 represents as a company.

17 And as I stated earlier, if -- if I had
18 -- if I had had a little bit more knowledge and a
19 clearer voice of what I wanted to represent myself as,
20 I would have -- I would have stood up at that time and
21 -- and not signed it.

22 MS. KATE MCGRANN: Did you understand
23 what the perceived conflict of interest issue was that
24 was -- that using Compenso would have posed? Like,
25 what was the -- what was the issue?

1 MS. ABIGAIL STEC: Well, it was
2 explained to me by Mr. Bonwick that there was no
3 conflict because there's no conflict between siblings.

4 But he didn't want any perceived
5 conflict to even enter the realm of -- of the project
6 and that -- that was my understanding.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This document is
11 dated August 27th, 2012. Do you remember if you
12 signed this agreement before or after the Council
13 meeting?

14 MS. ABIGAIL STEC: It was before.

15 MS. KATE MCGRANN: Could we go up to
16 page 1 in this agreement?

17 I have some questions for you about the
18 whereas clauses that appear on the first page of this
19 agreement. We're going to have to scroll down for the
20 first whereas clause. It mentioned Green Leaf. There
21 it is, it's the fifth one along.

22 The first whereas clause says:

23 "And whereas Green Leaf is in the
24 business, among other things, of
25 acting as an intermediary in

1 bringing companies like BLT into
2 contact with third parties in
3 situations where the needs of these
4 third parties may be met by the
5 products and services that BLT has
6 to offer."

7 Was this an accurate description of
8 Green Leaf's business at the time you signed this
9 contract?

10 MS. ABIGAIL STEC: No.

11 MS. KATE MCGRANN: What about it
12 wasn't accurate?

13 MS. ABIGAIL STEC: All of it.

14 MS. KATE MCGRANN: Looking at the next
15 whereas clause, which says:

16 "And whereas Green Leaf has
17 expertise in consulting, strategic
18 planning, prospect identification,
19 and matching third parties who have
20 specific needs with companies such
21 as BLT, that have the capacity of
22 fulfilling those needs."

23 Was this clause an accurate description
24 of Green Leaf's experience or expertise at the time
25 you signed this contract?

1 MS. ABIGAIL STEC: I would say that
2 consulting and strategic planning could definitely be
3 part of Green Leaf's initiatives.

4 Matching third parties who have
5 specific needs with companies such as BLT, were not.

6 MS. KATE MCGRANN: If we can scroll
7 down to the next one, and:

8 "Whereas once Green Leaf has matched
9 a prospective third party with a
10 company such as BLT, which can
11 implement the needs of the third
12 party agreement, also assists in its
13 role as intermediary in assisting in
14 the staging, backdrop, pricing, and
15 construction details to the extent
16 required."

17 Does this paragraph describe work that
18 Green Leaf had done before you signed this contract?

19 MS. ABIGAIL STEC: No. And I -- I
20 don't know what "backdrop" is.

21 MS. KATE MCGRANN: And looking at the
22 -- the last paragraph.

23 "And whereas the third party leads
24 that Green Leaf has are valuable and
25 compensable to Green Leaf for which

1 Green Leaf is entitled to be
2 compensated by BLT in accordance
3 with the provisions of this
4 agreement."

5 What third party leads did you
6 understand were referred to there?

7 MS. ABIGAIL STEC: That would be third
8 party leads within the Town of Collingwood.

9 MS. KATE MCGRANN: And did you know
10 who specifically those would have been in reference to
11 the pool and arena?

12 MS. ABIGAIL STEC: No.

13 MS. KATE MCGRANN: Scroll down to the
14 next page, and keep going, I'd like to have all of
15 provision 2 on the screen if we could.

16 Section 2 describes services that Green
17 Leaf agrees to provide to BLT.

18 Could you review those and identify for
19 us which of those services Green Leaf did provide to
20 BLT to your knowledge?

21

22 (BRIEF PAUSE)

23

24 MS. ABIGAIL STEC: Would you like me
25 to start at the top and just --

1 MS. KATE MCGRANN: Just let -- yeah,
2 let us know which -- which of these services Green
3 Leaf did provide.

4 MS. ABIGAIL STEC: To my knowledge,
5 nothing in a).

6

7 (BRIEF PAUSE)

8

9 MS. ABIGAIL STEC: To my knowledge,
10 nothing in b).

11

12 (BRIEF PAUSE)

13

14 MS. ABIGAIL STEC: Nothing in c).

15

16 (BRIEF PAUSE)

17

18 MS. ABIGAIL STEC: Nothing in d).

19

20 (BRIEF PAUSE)

21

22 MS. ABIGAIL STEC: And I was slightly
23 involved in e). And when I talk about letters a)
24 through d), I'm specifically pertaining to the work
25 that I did.

1 MS. KATE MCGRANN: Okay. With respect
2 to provisions a) through d), to your knowledge, did --
3 did Mr. Bonwick provide any of those services to BLT
4 with respect to the work that was done on the pool and
5 the arena for the town?

6 MS. ABIGAIL STEC: I don't know
7 specifically.

8 MS. KATE MCGRANN: Generally, can you
9 speak to that question at all?

10 MS. ABIGAIL STEC: He proposed that he
11 would.

12 MS. KATE MCGRANN: He proposed that he
13 would do these things?

14 MS. ABIGAIL STEC: Yes.

15 MS. KATE MCGRANN: Okay. Do you know
16 whether he -- he ever actually did any of these
17 things?

18 MS. ABIGAIL STEC: I'm not aware of
19 what he did.

20 MS. KATE MCGRANN: With respect to the
21 work that you did that you said is described in
22 subparagraph (e) here, what -- what are you referring
23 to?

24 MS. ABIGAIL STEC: Specifically to the
25 contract.

1 MS. KATE MCGRANN: Is that a contract
2 between BLT and the town?

3 MS. ABIGAIL STEC: Yes.

4 MS. KATE MCGRANN: What work did you
5 do with respect to the contract between BLT and the
6 town?

7 MS. ABIGAIL STEC: Mr. Houghton asked
8 me, in my experience with any construction projects
9 prior to this, and especially the one (1) at Pretty
10 River Academy, what kind of contract would be
11 generally put together.

12 And -- and I indicated a general CCDC
13 contract would -- would likely be applicable, but I
14 wasn't sure.

15 MS. KATE MCGRANN: To your knowledge,
16 is that the kind of contract that was used?

17 MS. ABIGAIL STEC: Yes, I believe so.

18 MS. KATE MCGRANN: If you could scroll
19 down to page 3, I'd like to look at section 5 for a
20 minute. We talked about this section a little bit
21 already.

22 I'd like to ask you a question about
23 subparagraph 5(c) which says:

24 "Compensation is not to be paid to
25 Green Leaf by way of direct or

1 redirected deposit or advanced by
2 the third party, it is to be paid by
3 BLT from BLT."

4 Did you have any discussions with
5 anyone about why this was included in the intermediary
6 agreement?

7 MS. ABIGAIL STEC: No.

8 MS. KATE MCGRANN: Did you understand
9 that this provision meant that Green Leaf was not
10 going to be paid by the town, it was going to be paid
11 by BLT?

12 MS. ABIGAIL STEC: I -- I understood
13 that Green Leaf would be paid by BLT.

14 MS. KATE MCGRANN: Did you understand
15 why things were arranged that way?

16

17 (BRIEF PAUSE)

18

19 THE HONOURABLE FRANK MARROCCO: I'm
20 sorry, I -- I missed your answer.

21 MS. ABIGAIL STEC: I said, "No."

22 THE HONOURABLE FRANK MARROCCO: Oh.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: I'm going to turn

1 now from this contract to the contract between the
2 town and BLT. You've already explained to us that you
3 responded to a question from Mr. Houghton about what
4 kind of contract.

5 Other than responding to that question,
6 do you recall doing any other work on the negotiation
7 or drafting of the contract between the town and BLT?

8 MS. ABIGAIL STEC: I believe I -- I
9 did help with it. I -- I don't remember to what
10 degree.

11 MS. KATE MCGRANN: To your knowledge,
12 did Mr. Bonwick do any work on -- on the drafting of
13 the contract between the town and BLT?

14 MS. ABIGAIL STEC: I don't know.

15 MS. KATE MCGRANN: If we could look at
16 paragraph 531 of the Foundation Document.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: This paragraph
21 describes an email that you sent on August 28th at
22 9:52 a.m. to Dave Barrow and Mark Watts, of BLT, in
23 which you write:

24 "Ed has indicated the following
25 tentative schedule be appropriate

1 moving forward. He has asked BL --
2 he has asked for BLT to provide an
3 agreement to town by Thursday or
4 Friday of this week.

5 I believe that they want to include
6 all of the extras that were broken
7 down separately in the budget. I'll
8 confirm this later today."

9 If we could scroll down a little bit
10 more. You go on to write:

11 "They would like to have the
12 agreement signed and have a 25-
13 percent draw for you upon signing.
14 Tentative schedule to follow.
15 Second draw, 25 percent at
16 completion of site work. Third
17 draw, 25 percent prior to erecting.
18 Fourth draw, 15 percent and
19 substantial completion, 10 percent
20 hold back."

21 First of all, did you draft this email
22 on your own or did you -- did you get information from
23 somebody else?

24 MS. ABIGAIL STEC: I got the
25 information about the -- this schedule from Mr.

1 Bonwick.

2 MS. KATE MCGRANN: And it was -- was
3 it your idea to send this email or was it somebody
4 else's idea?

5 MS. ABIGAIL STEC: It was somebody
6 else's idea.

7 MS. KATE MCGRANN: Whose idea was it
8 to send this email?

9 MS. ABIGAIL STEC: Mr. Bonwick's.

10 MS. KATE MCGRANN: Do you know who
11 proposed the payment schedule that's set out in your
12 email?

13 MS. ABIGAIL STEC: I don't know for
14 sure. I believe it was Mr. Houghton.

15 MS. KATE MCGRANN: Why do you believe
16 that this payment schedule came from Mr. Houghton?

17 MS. ABIGAIL STEC: The email says that
18 located the following schedule.

19 MS. KATE MCGRANN: Beyond what your
20 email say --

21 MS. ABIGAIL STEC: Sorry, yes.

22 MS. KATE MCGRANN: Beyond what your
23 email says, do you have any specific recollection of
24 Mr. Houghton providing information about the schedule
25 to you?

1 MS. ABIGAIL STEC: I don't, sorry. It
2 was so long ago, I don't remember the actual...

3 MS. KATE MCGRANN: Do you recall any
4 discussions that Mr. Houghton had with Green Leaf
5 about the payment schedule?

6 MS. ABIGAIL STEC: I don't recall the
7 actual conversation, no.

8 MS. KATE MCGRANN: Were you involved
9 in discussions with anyone about the payment schedule
10 outside of this email?

11 MS. ABIGAIL STEC: No.

12 MS. KATE MCGRANN: If you look at the
13 bottom, you have written:

14 "If you're both available anytime
15 between 1:00 and 4:00 p.m. today,
16 Paul and I would like to get your
17 thoughts on the schedule and
18 finalize the scope of work.

19 Please let me know, and I will send
20 the call numbers."

21 And if we could scroll down to
22 paragraph 532, Mr. Barrow replies that you would be
23 avail -- he would be available at 3:00 p.m.

24 Do you recall getting on the telephone
25 with -- with BLT that afternoon to discuss the payment

1 schedule?

2 MS. ABIGAIL STEC: I don't remember
3 the call.

4 MS. KATE MCGRANN: If we look at
5 paragraph 533. If we could just scroll through that
6 all.

7 THE HONOURABLE FRANK MARROCCO: Ju --
8 just before you do that, when -- when you say you
9 don't remember the call, were -- were you on the call?

10 MS. ABIGAIL STEC: I believe so. I
11 just don't remember the content.

12

13 (BRIEF PAUSE)

14

15 CONTINUED BY MS. KATE MCGRANN:

16 MS. KATE MCGRANN: Paragraph 533
17 describes a further email you sent that afternoon in
18 which you write:

19 "I just spoke with Ed, and he's
20 content with a standard CCDC
21 contract and regular hold back
22 provisions."

23 What did you mean by, "Regular hold
24 back provisions," in this email?

25 MS. ABIGAIL STEC: It was my

1 experience that a 10-percent hold back happened on
2 construction projects, so.

3 MS. KATE MCGRANN: Do you remember
4 anything else about the conversation that you had with
5 Ed that you describe in this email?

6 MS. ABIGAIL STEC: I recall something
7 about a Zamboni, but I don't remember the details on
8 the rest of the conversation.

9 MS. KATE MCGRANN: And was this an
10 email that you drafted on your own or was this an
11 email that you drafted with assistance from others?

12

13 (BRIEF PAUSE)

14

15 MS. ABIGAIL STEC: I believe Mr. Hou -
16 - Houghton indicated that he wanted me to pass this
17 information on.

18 MS. KATE MCGRANN: Scroll down just a
19 little bit further so we can see the bottom of this.
20 You go on to write:

21 "As discussed, please send the
22 agreement on Thursday to facilitate
23 any changes that need to be made.
24 We can then schedule a meeting in
25 Collingwood to finalize the drawings

1 and discuss time lines."

2 What involvement did you have in
3 finalizing the drawings for the pool and arena for the
4 town?

5 MS. ABIGAIL STEC: None.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Up until this point
10 in time, had you had any discussions with anyone about
11 what work related to LEED certification would be
12 required for the arena and pool?

13 MS. ABIGAIL STEC: I had one meeting
14 with Mark Watts and Mr. Houghton in Toronto. And that
15 was where I had presented the concept, and
16 Mr. Houghton agreed -- he agreed to get a feasibility
17 done on both buildings.

18 MS. KATE MCGRANN: Do you remember
19 when that meeting took place?

20 MS. ABIGAIL STEC: I would estimate
21 early August.

22 MS. KATE MCGRANN: So before Council
23 voted to proceed with the Sprung Structures?

24 MS. ABIGAIL STEC: Yes.

25 MS. KATE MCGRANN: Do you recall what

1 your understanding was at the time of what it take to
2 achieve LEED silver certification for the arena and
3 pool?

4 MS. ABIGAIL STEC: When the
5 (UNREPORTABLE SOUND) -- when the projects -- the
6 feasibility studies came back from Yolles --

7 THE HONOURABLE FRANK MARROCCO:
8 Just -- what is -- I don't know. That's the next
9 witness.

10 MS. ABIGAIL STEC: No doubt.

11 MR. RYAN BREEDON: Then we're leaving.

12 THE HONOURABLE FRANK MARROCCO: All
13 right. Go ahead.

14 MS. ABIGAIL STEC: I forget where I
15 was. Sorry. Oh --

16

17 CONTINUED BY MS. KATE MCGRANN:

18 MS. KATE MCGRANN: I understand the
19 feeling.

20 MS. ABIGAIL STEC: When I -- I got the
21 feasibility studies back from Yolles, they had
22 indicated that there may or may not be a significant
23 benefit to moving forward with LEED just because of
24 the -- the specifics of the -- of the structure.

25 I don't recall all of the details, but

1 specifically with the pool and the way that the heat,
2 the -- the mechanical systems would be used, it may
3 not be an overwhelming benefit.

4 And so the decision was made not to go
5 ahead with a full LEED certification on the two (2)
6 and that the feasibility studies were put in place to
7 see whether or not obviously the -- there would be a
8 benefit by going that route.

9 MS. KATE MCGRANN: In terms of LEED
10 certification with respect to the Sprung structures,
11 it sounds like the feasibility studies were done and
12 the -- was the notion that it was a possibility that
13 the structures could not be brought up to a LEED
14 silver standard?

15 MS. ABIGAIL STEC: The Sprung
16 Structure itself as a separate entity is the building
17 material itself is a -- a LEED certified to a silver
18 rating.

19 But when you incorporate all of the
20 other components of the building, that's where they do
21 the energy modeling to see what the -- the generalized
22 outcome would be at the end of the project.

23 MS. KATE MCGRANN: Just to make sure
24 that I understand, is it the case that the Sprung
25 Structure as a -- as a standalone structure with

1 nothing inside it, there's nothing there would stop a
2 LEED silver certification, but really the question of
3 whether the building can be a LEED silver certified
4 depends on all of the components of the building?

5 MS. ABIGAIL STEC: Correct.

6 MS. KATE MCGRANN: Okay. At any point
7 before August 27th, did anybody ask you your opinion
8 on whether or not the arena or the pool building could
9 be LEED silver certified?

10 MS. ABIGAIL STEC: I don't know in
11 particular. And if they had, my answer would have
12 been we're getting the feasibility done to -- to
13 indicate whether it would be.

14 MS. KATE MCGRANN: Okay. So it was an
15 open question that you would assist in answering.

16 MS. ABIGAIL STEC: Right.

17 MS. KATE MCGRANN: I have some
18 questions about the payment that BLT made to Green
19 Leaf in respect of the arena and pool for the town.
20 If you could pull up CJI7241.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: This is an email on
25 August 30th from Paul Bonwick to Dave Barrow with a

1 copy to you and Mr. Watts at BLT. And Mr. Barrow
2 writes:

3 "Hi, Dave. Please review Abby's
4 invoicing for approval. I would
5 suggest, subject to your approval,
6 that you have a cheque prepared and
7 bring with you for payment. If
8 Collingwood has your draw, then you
9 can provide Green Leaf the payment.
10 If town cheque is not ready, just
11 keep Green Leaf cheque until you
12 receive yours. Please let me know
13 if this is a reasonable approach."

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This has been
18 provided to us with two (2) documents, and I'd like to
19 know whether you can recall if one or both of them
20 were attached to this email. The first one is at
21 CJI7241.0001.

22 This is a Green Leaf invoice 100
23 project 101, dated 30th, 2012, addressed to BLT. If
24 you scroll down, you can see under the heading "Fees
25 and Terms," it says:

1 "As per the agreement between
2 BLT Construction Services Inc. and
3 Green Leaf Distribution Inc., dated
4 August 27th, 2012."

5 And under the heading "Fee for
6 Service," it lifts a price related to the pool or a
7 number related to the arena, a subtotal, HST, and a
8 total of \$756,740.42. Scroll down the bottom just so
9 we can see the whole thing.

10 Do you remember drawing up this
11 invoice?

12 MS. ABIGAIL STEC: Yes.

13 MS. KATE MCGRANN: I'd like you to now
14 look at the document at CJI7241_0001. This is a
15 Green Leaf invoice 100 project 101, dated August 30th,
16 2012, to BLT.

17 And if you scroll down, you'll see
18 "Fees and Terms" as per the agreement between BLT
19 Construction Services Inc. and Green Leaf Distribution
20 Inc., dated August 27th, 2012, and the section fee for
21 services describes lead consulting and project
22 management at a cost of \$669,681.79 for, with HST, a
23 total of \$756,740.42.

24 Do you remember drawing up this
25 invoice?

1 MS. ABIGAIL STEC: I hadn't remembered
2 this -- this one until I saw the Foundation Document.

3 MS. KATE MCGRANN: And once you saw
4 it, can you help me with this question: Do you
5 remember if you -- if you drafted this invoice or not?

6 MS. ABIGAIL STEC: I did draft it, and
7 I believe it was -- I wasn't sure which -- how
8 Mr. Bonwick wanted it to read.

9 MS. KATE MCGRANN: Did you have any
10 discussions with him about what the invoice to BLT
11 should say before you drafted these two (2) invoices?

12 MS. ABIGAIL STEC: I don't recall
13 having a conversation. No.

14 MS. KATE MCGRANN: When I look at this
15 invoice, it says:

16 "As per the agreement between BLT
17 and Green Leaf, dated August 27th."

18 Do you know if that's referring to the
19 intermediary agreement that we've looked at already
20 today?

21 MS. ABIGAIL STEC: Yes.

22 MS. KATE MCGRANN: Didn't see anything
23 in that agreement about LEED consulting. Why did you
24 draw up an agreement that referenced LEED consulting
25 and project management?

1 MS. ABIGAIL STEC: I'm not -- I'm not
2 sure in what context it was put together.

3 MS. KATE MCGRANN: Do you know whether
4 you provided or whether BLT was given one or the other
5 of these two (2) invoices or both of them?

6 MS. ABIGAIL STEC: I don't recall.

7 MS. KATE MCGRANN: At this point in
8 time -- August 30th -- had you done any LEED work
9 other than the meeting with Mr. Watts and Mr. Houghton
10 in early August or sometime in August that you've
11 described to us?

12 MS. ABIGAIL STEC: I did the -- the
13 feasibility studies with Yolles.

14 MS. KATE MCGRANN: Did you do those
15 before the Town voted to proceed with the Sprung
16 Structures though?

17 MS. ABIGAIL STEC: Yes.

18 MS. KATE MCGRANN: When did you
19 undertake that --

20 MS. ABIGAIL STEC: Oh, I -- sorry.
21 I'm getting the timeline mixed up. Yeah.

22 MS. KATE MCGRANN: So was it the case
23 that you did the feasibility study work before the
24 Town had decided to purchase and construct the Sprung
25 Structures?

1 MS. ABIGAIL STEC: It was after, I
2 believe.

3 MS. KATE MCGRANN: So up until this
4 point in time -- August 30th, 2012 -- had you done any
5 work related to LEED consulting other than that one
6 meeting with Mr. Watts and Mr. Houghton you told us
7 about?

8 MS. ABIGAIL STEC: No.

9 MS. KATE MCGRANN: I'm going to ask
10 you some questions about --

11 THE HONOURABLE FRANK MARROCCO: Just
12 before you do that, with reference to these two (2)
13 invoices that we've just looked at, did you create
14 them yourself, or were you told to draw them up that
15 way?

16 MS. ABIGAIL STEC: I was told to draw
17 them up that way.

18 THE HONOURABLE FRANK MARROCCO: And
19 who told you to do that?

20 MS. ABIGAIL STEC: Mr. Bonwick.

21 THE HONOURABLE FRANK MARROCCO: And
22 then both of them were provided to BLT?

23 MS. ABIGAIL STEC: I don't recall if
24 both were.

25 THE HONOURABLE FRANK MARROCCO: All

1 right.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: Have we got that
5 document back up on the screen?

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Up until the point
10 that Green Leaf received payment from BLT, did you
11 have any other discussions with anyone about the
12 concept that Green Leaf's fee would be coming out of
13 BLT's profits?

14 MS. ABIGAIL STEC: No.

15 MS. KATE MCGRANN: Did you ever have
16 any discussion with anyone about what -- what
17 percentage fee or markup BLT was charging with respect
18 to the work that it was doing for the Town?

19 MS. ABIGAIL STEC: No.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: I'm going to turn
24 now to some questions about how the -- how the money
25 that Green Leaf earned for its work on the arena and

1 pool was received and spent.

2 First of all, when I asked you earlier
3 about whether you'd had any conversations about how
4 the proceeds would be used or distributed, you said,
5 Not before something. I think it was the payment.

6 After Green Leaf was paid, did you have
7 any discussions with anyone about how that money would
8 be used by the company?

9 MS. ABIGAIL STEC: In a general sense,
10 Mr. Bonwick told me that I was entitled to 20 percent
11 of it, because I was a partner. And at that point, I
12 had declined taking any money for it.

13 MS. KATE MCGRANN: Do you remember
14 when that conversation took place?

15 MS. ABIGAIL STEC: I believe it was
16 shortly after the money came into the account.

17 MS. KATE MCGRANN: Why did you decline
18 to take the money that Mr. Bonwick said you were
19 entitled to?

20 MS. ABIGAIL STEC: I -- I just thought
21 that that was -- it was more pertaining to the
22 intermediary agreement that -- that was part of the
23 project.

24 MS. KATE MCGRANN: Will you explain
25 what you -- what you mean by that?

1 MS. ABIGAIL STEC: The LEED work that
2 -- that I contracted out to -- to Yolles were paid in
3 different invoice -- separate invoices, so I didn't --
4 I -- I didn't think that was part of the -- the
5 payment that we got from -- from BLT.

6 MS. KATE MCGRANN: Did you have any
7 understanding of -- of what you as a shareholder were
8 entitled to with respect to profits that the company
9 earned?

10 MS. ABIGAIL STEC: I did. I
11 understand that I was, you know, I was -- I was
12 entitled to 20 percent of it, but I just chose not to
13 take it.

14 MS. KATE MCGRANN: What did you
15 understand would happen to that money if you didn't
16 take it?

17 MS. ABIGAIL STEC: It would just stay
18 within -- within Green Leaf.

19 MS. KATE MCGRANN: Did you have a
20 discussion about that understanding explicitly with
21 Mr. Bonwick or anybody else?

22 MS. ABIGAIL STEC: Yes.

23 MS. KATE MCGRANN: What can you tell
24 us about who you talked to about that?

25 MS. ABIGAIL STEC: Just Mr. Bonwick.

1 MS. KATE MCGRANN: What -- what
2 conversation did you have with him about that?

3 MS. ABIGAIL STEC: I just said I would
4 rather leave the money in the company.

5 MS. KATE MCGRANN: And what was his
6 reaction to -- to you when you said that?

7 MS. ABIGAIL STEC: He agreed.

8 MS. KATE MCGRANN: Who controlled the
9 Green Leaf bank accounts?

10 MS. ABIGAIL STEC: Christine Harper.

11 MS. KATE MCGRANN: Who is Christine
12 Harper?

13 MS. ABIGAIL STEC: She's the
14 administrator for -- essentially for -- for Compenso
15 Communications, but Green Leaf was much -- much
16 smaller, so she did that on a part-time, usually maybe
17 one (1) day a week.

18 MS. KATE MCGRANN: And who made
19 decisions with -- with respect to what would happen
20 with the money in the Green Leaf bank accounts?

21 MS. ABIGAIL STEC: I would say mostly
22 Mr. Bonwick. I was -- I was involved in any day-to-
23 day transactions that had to do with -- with other
24 business within the company.

25 MS. KATE MCGRANN: I'll maybe ask that

1 you be shown Table 9-1, which is under paragraph 563
2 in the Foundation Document.

3 How often did you review the Green Leaf
4 bank account statements, or the -- the activities
5 within that -- that account?

6 MS. ABIGAIL STEC: I would say every
7 few months. There wasn't a lot of activity.

8 MS. KATE MCGRANN: This is a -- a
9 table that summarizes transactions by...

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: By company, I'll
14 say, during the period between August 31st to December
15 31st, 2012. We can see here that the funds in the
16 Green Leaf account as at Aug -- August 30th were --
17 totalled five thousand six hundred and seventy-two
18 dollars (\$5,672). The payment that Green Leaf was --
19 received from BLT Construction Services was seven
20 hundred and fifty-six thousand seven hundred and
21 twenty-five dollars (\$756,725).

22 During the period between August 31 and
23 December 31, 2012, bank statements indicate that
24 payments were made to Compenso Communications
25 totalling two hundred and eighty-one thousand four

1 hundred and eighty-six dollars (\$281,486).

2 Do you know what those payments were in
3 relation to?

4 MS. ABIGAIL STEC: I believe the bulk
5 of it was Mr. Bonwick extracting the -- the money that
6 he had put in to start Green Leaf.

7 MS. KATE MCGRANN: What did you know
8 about the money that Mr. Bonwick had put in to start
9 Green Leaf?

10 MS. ABIGAIL STEC: Not a lot. I knew
11 that he had -- I was aware of some of the things that
12 he'd supported along the way, but I didn't keep track
13 of what he had put in.

14 MS. KATE MCGRANN: Did you ever ask
15 him what he had put in?

16 MS. ABIGAIL STEC: No.

17 MS. KATE MCGRANN: Did he ever offer
18 to provide you records showing what he had put in?

19 MS. ABIGAIL STEC: No.

20 MS. KATE MCGRANN: Is this amount of
21 money consistent with what you had suspected he had
22 put into the company based on what you saw?

23 MS. ABIGAIL STEC: I wasn't really
24 sure, because he -- he had indicated he had put some
25 in prior to ISSI, as well too, he had -- he had sort

1 of put money into ISSI as well, too, and I think that
2 was all part of this lump sum.

3 MS. KATE MCGRANN: If Mr. Bonwick had
4 put money into ISSI, why is he recovering it from
5 Green Leaf?

6 MS. ABIGAIL STEC: I don't know.

7 MS. KATE MCGRANN: I see that twenty-
8 seven thousand five hundred and five (27,505) in total
9 is paid to S-tec Consulting. Is that your company?

10 MS. ABIGAIL STEC: Yes.

11 MS. KATE MCGRANN: And what were those
12 payments for?

13 MS. ABIGAIL STEC: Sal -- my salary,
14 and car payment, and expenses.

15 MS. KATE MCGRANN: There was twenty-
16 five thousand dollars (\$25,000) that's identified as a
17 dividend to Paul Bonwick. What was your understanding
18 of what this payment was?

19 MS. ABIGAIL STEC: He was going to
20 Florida, and he just said that he was going to take a
21 twenty-five thousand dollar (\$25,000) dividend out of
22 the account.

23 MS. KATE MCGRANN: Did he talk with
24 you at that time about the company paying dividends to
25 -- to you as well?

1 MS. ABIGAIL STEC: He offered a ten
2 thousand dollar (\$10,000) dividend to me.

3 MS. KATE MCGRANN: Did he give you any
4 explanation as to how those dividend amounts were
5 calculated?

6 MS. ABIGAIL STEC: No.

7 MS. KATE MCGRANN: Did you ask for an
8 explanation?

9 MS. ABIGAIL STEC: I believe I asked
10 Christine Harper at one point, but I didn't -- I
11 didn't get anything back.

12 MS. KATE MCGRANN: Did the calculation
13 of those dividends make sense to you at the time?

14 MS. ABIGAIL STEC: I didn't -- I
15 didn't understand them to be based on a certain
16 formula.

17 MS. KATE MCGRANN: Did you understand
18 them to be related all to the percentage of total
19 shares in the company that each of you held?

20 MS. ABIGAIL STEC: No.

21 MS. KATE MCGRANN: Could we scroll
22 down a little bit further so we can see.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: The sixteen
2 thousand six hundred and seventy-nine (16,679) in
3 expense reimbursements paid to Mr. Bonwick over the --
4 the period -- the -- August to December 2012, do you
5 know what expenses those related to?

6 MS. ABIGAIL STEC: I don't.

7 MS. KATE MCGRANN: Did you have any
8 practice at the company for keeping track of the
9 expenses that you incurred and were going to be
10 seeking reimbursement for?

11 MS. ABIGAIL STEC: They were all on
12 record, but there were -- there were times when Paul
13 requested things, and Christine, that I wasn't aware
14 of.

15 MS. KATE MCGRANN: When you say that
16 they were on record, what do you mean?

17 MS. ABIGAIL STEC: Well, we had a
18 process to -- like a -- a form to fill out in -- in
19 terms of keeping track of expenses.

20 MS. KATE MCGRANN: And who was the
21 keeper of those -- those documents?

22 MS. ABIGAIL STEC: Christine.

23 MS. KATE MCGRANN: Okay. There's a
24 \$10,000 total payment to the Royal LePage Trinity
25 Realty. It says Raglan Street deposit. Do you know

1 what that is?

2 MS. ABIGAIL STEC: We were looking at
3 a property to -- some kind of a warehouse for Green
4 Leaf, but it -- we never followed through with it.

5 MS. KATE MCGRANN: Do you know if the
6 company recovered any of that deposit?

7 MS. ABIGAIL STEC: I think we did but
8 I'm not sure. I can't remember.

9 MS. KATE MCGRANN: Could you scroll
10 down to Table 9-2, please?

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: Before we get into
15 this table, actually just want to address the
16 paragraph above this table so that you've got some
17 context for what we're looking at here.

18 This paragraph just describes that the
19 inquiry didn't receive financial records for the
20 period after December 31st, 2012, and so the
21 information available for 2013 has been taken from
22 bank statements, and the summary of the transactions
23 in that account for the period from January 1 to May
24 31 are set out below. So we can now scroll down and
25 take a look at that.

1 I have some questions about some of the
2 transactions we see here.

3 Withdrawals to you in the amount of
4 \$22,789, do you know what that is in relation to?

5 MS. ABIGAIL STEC: I believe that some
6 of the cheques that Christine made out to me were in
7 the name of Abby Stec and not S-Tec Consulting. My
8 company is a sole proprietorship so it didn't matter
9 either way, so I -- I -- I know for sure that those
10 would be -- those two (2) numbers would be salary only
11 and expenses.

12 MS. KATE MCGRANN: And when you say
13 those two (2) numbers, are you referring to the
14 withdrawals attributed to you and the withdrawals in
15 the next row attributed to S-Tec Consulting?

16 MS. ABIGAIL STEC: Correct.

17 MS. KATE MCGRANN: 33,427 in
18 withdrawals to Compenso Communications, do you know
19 what those transactions were for?

20 MS. ABIGAIL STEC: I don't.

21 MS. KATE MCGRANN: There's a debit
22 memo in the amount of \$250,000. Do you know what that
23 debit memo related to?

24 MS. ABIGAIL STEC: It was my
25 understanding that that was -- that was the total that

1 Mr. Bonwick took out to replenish what he put into
2 Green Leaf. I believe that 281,000 in the last table
3 was a cumulative number, but I -- I recall the 250,000
4 number for that.

5 MS. KATE MCGRANN: Okay. So you
6 understand that the 281,000 was taken out during the
7 period between August and December 2012. This
8 \$250,000 debit memo was a separate transaction taken
9 out -- transactions taken out in 2013.

10 Was it your understanding that the
11 total, the 281 plus the 250, was for repayment on
12 money that Mr. Bonwick had put into the company?

13 MS. ABIGAIL STEC: I don't know. I
14 don't know the details on it.

15 MS. KATE MCGRANN: Were you aware of
16 this \$250,000 debit memo during 2013?

17 MS. ABIGAIL STEC: I thought this
18 250,000 was out of the 281,000 when I got the
19 Foundation Document.

20 MS. KATE MCGRANN: During the period
21 between 2012 and 2013, were you aware that 281,000 had
22 been paid to Compenso in 2012 and then there was an
23 additional \$250,000 debit memo in 2013?

24 MS. ABIGAIL STEC: I did not know that
25 there were both.

1 MS. KATE MCGRANN: There's a -- a
2 credit, a deposit of \$100,289.

3 Do you know what that is in respect of?

4 MS. ABIGAIL STEC: No.

5 MS. KATE MCGRANN: There's a GIC
6 maturity of \$140,557. What do you know about that
7 GIC?

8 MS. ABIGAIL STEC: I didn't -- I knew
9 we had a GIC. Christine set it up.

10 MS. KATE MCGRANN: Did you know how
11 much -- how much the GIC was?

12 MS. ABIGAIL STEC: Yes.

13 MS. KATE MCGRANN: How much?

14 MS. ABIGAIL STEC: I believe it was
15 140,000.

16 MS. KATE MCGRANN: Did you know where
17 the funds came from to purchase it?

18 MS. ABIGAIL STEC: Out of the account,
19 I believe.

20 MS. KATE MCGRANN: The draft purchase
21 of \$140,000, what's your understanding of what that
22 was for?

23 MS. ABIGAIL STEC: I believe that, and
24 I don't know for sure, but I believe that's when
25 Christine would have taken the GIC out of...

1 MS. KATE MCGRANN: I'd like to ask you
2 some questions now about the lead consulting work you
3 did in relation to the -- the Town and the pool.

4 Could we go to paragraph 775 of the
5 Foundation Document?

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: This paragraph
10 describes an email that you sent to Mark Watts, Paul
11 Waddell, and Mr. Houghton on November 12th, 2012. You
12 want to scroll down and take a look at the content of
13 what you said. You write here that:

14 "It is important to understand that
15 the feasibility study may conclude
16 that the pursuit of a LEED rating is
17 not possible in the current project
18 circumstances. This is especially
19 important too for the pool which has
20 already started work and has a very
21 limited scope of mechanical/
22 electrical -- electrical upgrades.
23 Yolles is more than happy to
24 complete the analysis and make
25 recommendations on changes that are

1 required, but it may not be possible
2 on this particular project. I
3 believe it is in -- it is in
4 everyone's best interest to do so."

5 So first of all, this email is being
6 sent on November 12th, 2012. What do you recall doing
7 with respect to potential LEED certification on the
8 pool and arena prior to November 2012?

9 MS. ABIGAIL STEC: Engaging Yolles to
10 -- to do the feasibility study on both the pool and
11 the arena. I'd had discussions with -- with BLT as
12 well in terms of having -- using the feasibility
13 studies in possible further projects, if -- to find
14 out what the -- what the feasibility was, would be to
15 use them in future -- future projects with Sprung and
16 BLT.

17 MS. KATE MCGRANN: Was it your
18 understanding that the -- the Town had agreed to
19 authorize the feasibility studies that Yolles was
20 doing?

21 MS. ABIGAIL STEC: Yes.

22 MS. KATE MCGRANN: Who did you
23 understand to be paying for Yolles' work on those
24 feasibility studies?

25 MS. ABIGAIL STEC: I had assumed that

1 the Town may be paying for them because Ed gave --
2 gave the -- gave the -- the go-ahead for BLT to -- I'm
3 sorry, I just -- I just remembered the sequence of
4 events. Sorry about that.

5 It was BLT that gave me the purchase
6 orders to go ahead with them and after Ed had approved
7 it, so it would have been BLT that would be paying for
8 them as part of the project.

9 MS. KATE MCGRANN: And did you
10 understand that BLT was going to charge it back to the
11 Town for -- for that work?

12 MS. ABIGAIL STEC: I don't know that I
13 -- I didn't -- I didn't think about that. I just got
14 the -- the purchase orders from BLT.

15 MS. KATE MCGRANN: And did you have
16 any discussions directly with Mr. Houghton about the -
17 - the feasibility work you were going to do with
18 respect to potential LEED certification?

19 MS. ABIGAIL STEC: Yes.

20 MS. KATE MCGRANN: What can you tell
21 us about those discussions?

22 MS. ABIGAIL STEC: I did a
23 presentation to both Mr. Houghton and Mr. Watts, and
24 they agreed that it would be a good thing to move
25 forward with, and so the following day I followed up

1 with Mr. Watts and BLT gave me a purchase agreement
2 for -- for both feasibility studies.

3 MS. KATE MCGRANN: What can you tell
4 us about when you made that presentations to Mr.
5 Houghton and Mr. Watts?

6 MS. ABIGAIL STEC: It was at the Royal
7 York in Toronto. Ed -- or Mr. Houghton was down there
8 for another meeting, so he invited myself and Mr. Watt
9 (sic) to join him there so that it was -- it was
10 closer for Mr. Watt to come.

11 MS. KATE MCGRANN: And do you remember
12 when this happened?

13 MS. ABIGAIL STEC: I think early
14 August.

15 MS. KATE MCGRANN: And so we had
16 discussed -- you had mentioned earlier a presentation
17 that you made to Mr. Houghton and Mr. Watts.

18 Is it the same presentation you were --

19 MS. ABIGAIL STEC: Yes.

20 MS. KATE MCGRANN: -- referring to
21 before? And again, so you were -- I'm having trouble
22 following this because in early August of 2012, as far
23 as we can see, the Town had not made any decisions
24 about whether it would be purchasing and constructing
25 Sprung structures or not.

1 MS. ABIGAIL STEC: I have my time
2 lines mixed up. It would have been after that.

3 MS. KATE MCGRANN: With that context,
4 are you able to give us any information about when
5 that presentation took place?

6 MS. ABIGAIL STEC: I can't really give
7 a date. There -- I don't believe that there were any
8 documents surrounding that meeting in the -- in the
9 Foundation Document, so I -- I was only bringing that
10 up to give context to -- that meeting, but I don't
11 know exactly when the date would have been.

12 MS. KATE MCGRANN: I wonder if looking
13 at paragraph 779 of the Foundation Document may
14 assist.

15 This paragraph describes that on
16 November 20th, 2012, you received hard copies of the
17 purchase orders for the feasibility study from BLT,
18 and you email Mr. Watts, Mr. Barrow, Paul Waddell, and
19 Mitch Gascoyne of CH2M, which appears to be related to
20 Yolles and reiterated an information request noting
21 that the sooner we can get the enclosed materials to
22 Yolles, he can begin the process on the facilities.

23 A couple of questions. Who is Mitch
24 Gascoyne?

25 MS. ABIGAIL STEC: He was the engineer

1 that I engaged. I had worked with him at Pretty River
2 on the -- the lead work that I did there. And I had
3 got to know him through some conferences at the
4 Canadian Green Building Council. So went back to him
5 and engaged him.

6 MS. KATE MCGRANN: What work did
7 Yolles ultimately do with respect to the Town pool and
8 arena buildings?

9 MS. ABIGAIL STEC: Just the
10 feasibility studies.

11 MS. KATE MCGRANN: What work product
12 was generated from those feasibility studies? Was
13 there a report?

14 MS. ABIGAIL STEC: There were reports,
15 yes. They were passed on to Ed and -- or Mr. Houghton
16 and they were -- the -- the essence of them is the
17 energy modelling on the buildings.

18 MS. KATE MCGRANN: Do you remember
19 what the conclusion of the reports was with respect to
20 whether the -- the two buildings could be LEED silver
21 certified?

22 MS. ABIGAIL STEC: They -- the pool
23 would not have generated any -- any long-term
24 operational cost benefits and it was -- it was
25 determined, I believe, that they -- the arena would --

1 would be minimal, so that it wasn't -- it was not
2 worth going forward with the -- the whole LEED
3 certification.

4 And the other -- the other issue with
5 LEED is that if -- if it's not implemented in the
6 beginning stages of planning, it can end up costing
7 more than what it would if it was in the original
8 design charrette.

9 MS. KATE MCGRANN: Okay, and what was
10 the Town's decision to your understanding, ultimately,
11 about what to do with the pool?

12 MS. ABIGAIL STEC: Mr. Houghton
13 indicated that he didn't want to move forward with
14 LEED.

15 MS. KATE MCGRANN: Just to -- to
16 complete the picture, what was the -- what was the
17 report or what was the conclusion about whether the
18 arena could be brought up to LEED silver certification
19 standards?

20 MS. ABIGAIL STEC: I -- I don't
21 remember the details of it.

22 MS. KATE MCGRANN: When you say the
23 reports were passed on to Mr. Houghton, do you
24 remember who passed them on?

25 MS. ABIGAIL STEC: I did.

1 MS. KATE MCGRANN: How did you provide
2 those reports to Mr. Houghton?

3 MS. ABIGAIL STEC: Hard copies.

4 MS. KATE MCGRANN: Do you remember
5 providing electronic copies of those reports to anyone
6 at the Town?

7 MS. ABIGAIL STEC: No, I don't think
8 so.

9 MS. KATE MCGRANN: Other than
10 facilitating the feasibility studies that Yolles did
11 with respect to the pool and arena, did you do any
12 other lead consulting work with respect to the Town
13 projects?

14 MS. ABIGAIL STEC: No.

15 MS. KATE MCGRANN: Could we look at
16 Foundation document paragraph 943? Actually, could we
17 scroll up just to take a look at 942 first?

18 This paragraph describes a -- BLT's
19 cost entries for the Collingwood arena and says that
20 they record a -- a payment to Green Leaf for lead
21 consulting dated September 30th, 2013.

22 It indicates that BLT paid Green Leaf
23 that amount, plus HST, which totals \$20,075 on October
24 21st, 2013.

25 Do you know what that payment was for?

1 MS. ABIGAIL STEC: Yes, that was for
2 one (1) of the studies, or half, I believe. I don't -
3 - I can't remember all the details on the invoice.

4 MS. KATE MCGRANN: And if you scroll
5 down to paragraph 943, this paragraph describes that
6 Green Leaf cheque dated October 30th, 2013 was made
7 out to Yolles accounts receivable in the amount of
8 \$20,075. The memo on the cheque read "partial payment
9 invoice 1964, 2594".

10 What was this payment in respect of?

11 MS. ABIGAIL STEC: We had received an
12 invoice from Yolles for their work and I used those
13 funds to pay half.

14 In the end, Mr. Houghton had indicated
15 that he had not given permission for these two
16 feasibility studies to be done.

17 And so I -- I really didn't know what
18 to do -- do with that.

19 MS. KATE MCGRANN: Did Green Leaf make
20 any further payments to Yolles in respect of the
21 feasibility studies they did on the -- the pool and
22 arena?

23 MS. ABIGAIL STEC: No. I think that
24 BLT paid half and we had asked Sprung to pay half as
25 well too, and they had declined.

1 MS. KATE MCGRANN: Was the other half
2 ever paid by anyone?

3 MS. ABIGAIL STEC: Pardon me?

4 MS. KATE MCGRANN: Was the other half
5 outstanding to Yolles ever paid by anyone?

6 MS. ABIGAIL STEC: It was not paid.

7 MS. KATE MCGRANN: Did you earn any
8 fee in respect of any consulting work that you did on
9 the Town pool and arena?

10 MS. ABIGAIL STEC: No.

11 MS. KATE MCGRANN: After the -- the
12 contract with BLT and the Town was concluded, your --
13 your work on the LEED feasibility studies was done,
14 you continued to work for Green Leaf?

15 MS. ABIGAIL STEC: Yes.

16 MS. KATE MCGRANN: What did you --
17 what did your work involve after your work on the --
18 the Town projects was completed?

19 MS. ABIGAIL STEC: We had -- I had
20 done -- taken the solar vents to the Toronto Home Show
21 and made a connection there with a -- a company, an
22 Asian company that was based out of Toronto called C4P
23 Inc. And we engaged them to design a new solar vent
24 and I was heavily involved in doing testing within
25 Georgian College. I took that -- that solar vent to

1 the Centre For Excellence in Oshawa where they tested
2 GM cars at the Institute of -- I think it's the
3 Institute of Excellence with the Oshawa University.
4 We were working with the compost deodoriser. I think
5 those are essentially the big -- biggest projects I
6 was working on.

7 MS. KATE MCGRANN: If you look at
8 paragraph 807 of the Foundation Document, please.

9 This paragraph describes a memo of
10 ongoing Green Leaf projects that you sent on January
11 4th, 2013 to Mr. Houghton and Mr. Bonwick.

12 The paragraph describes that the memo
13 outlined Green Leaf's business interests, including
14 the solar vent project, which you just described.

15 Amaizeingly Green, a composting
16 proposal, and property management. In the memo you
17 report that Green Leaf is officially a manufacturers
18 rep for Sprung. Did you do any more work as
19 manufacturers rep for Sprung? Or did you do any work
20 as a manufacturers rep for Sprung after the Town
21 projects were --

22 MS. ABIGAIL STEC: No.

23 MS. KATE MCGRANN: You also report
24 that you were working on a written agreement with
25 Sprung, BLT, LEED for comprehensive approach to

1 projects in the region, what happened to that -- that
2 work?

3 MS. ABIGAIL STEC: It never happened.

4 MS. KATE MCGRANN: Do you know why
5 not?

6 MS. ABIGAIL STEC: Pardon me?

7 MS. KATE MCGRANN: Do you know why --
8 why it didn't happen?

9 MS. ABIGAIL STEC: In 2013 when the
10 CBC report came out, we kind of ceased having
11 interaction with -- with Sprung and BLT.

12 MS. KATE MCGRANN: Were you involved
13 in any discussions about the cessation of that
14 relationship, how it stopped?

15 MS. ABIGAIL STEC: No.

16 MS. KATE MCGRANN: If you could scroll
17 down, I just want to ask you a question about an email
18 exchange you had in respect of that memo.

19 So in the email that you sent along
20 with that memo, you write to Mr. Bonwick and Mr.
21 Houghton:

22 "Hi guys, I've put together a very
23 brief overview of some of the
24 current initiatives I'm working on.
25 I've outlined those that are a

1 priority for January/February and
2 thought they could be the basis for
3 a conversation the next time we
4 touch base. Included is a brief
5 update regarding the property on
6 Stewart Road. I will have all of
7 the current information for you
8 Monday, that land has quite a
9 history."

10 Do you remember sending this email?

11 MS. ABIGAIL STEC: Yes.

12 MS. KATE MCGRANN: Do you remember why
13 you sent this email?

14 MS. ABIGAIL STEC: Just to give Mr.
15 Houghton and Mr. Bonwick an overview of -- of the
16 initiatives that I was currently working on.

17 MS. KATE MCGRANN: Do you remember why
18 you sent the memo to Mr. Houghton at this time?

19 MS. ABIGAIL STEC: Mr. Bonwick asked
20 me to.

21 MS. KATE MCGRANN: What was Mr.
22 Bonwick's involvement in the -- in the drafting of the
23 memo and the email that we're looking at here?

24 MS. ABIGAIL STEC: This one (1) was
25 crafted by myself.

1 MS. KATE MCGRANN: And whose idea was
2 it to put this -- this information together?

3 MS. ABIGAIL STEC: I -- I believe I
4 was asked for an update.

5 MS. KATE MCGRANN: Did you understand
6 why Mr. Bonwick wanted you to send this information to
7 Mr. Houghton?

8 MS. ABIGAIL STEC: Essentially, to
9 keep him in the loop because Mr. Bonwick always had
10 the -- the wish for Mr. Houghton to become a Green
11 Leaf partner.

12 MS. KATE MCGRANN: In your email you -
13 - you reference a property on Stewart Road. What are
14 you discussing there?

15 MS. ABIGAIL STEC: That was the
16 property that I mentioned before about a warehouse to
17 -- for -- for Green Leaf.

18 MS. KATE MCGRANN: The information
19 that we saw on the summary of transactions referenced
20 Raglan Street, the same property as the property that
21 you're talking about here?

22 MS. ABIGAIL STEC: To my knowledge.

23 MS. KATE MCGRANN: If we could scroll
24 down to the next paragraph, we see Mr. Houghton
25 responds to you and says:

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

3 Do you re -- do you remember receiving
4 that email?

5 MS. ABIGAIL STEC: Yes.

6 MS. KATE MCGRANN: What was your
7 reaction to receiving that email?

8 MS. ABIGAIL STEC: I was shocked, but
9 -- not shocked. I -- I thought that he might be
10 worried about conflict -- conflict of interest and not
11 wanting to receive it.

12 MS. KATE MCGRANN: You respond
13 apologizing to him and -- and write that the email was
14 meant for another of your contacts. Why did you send
15 that email?

16 MS. ABIGAIL STEC: So that it would --
17 wouldn't cause conflict.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: What ultimately
22 happened to your involvement with Green Leaf
23 Distribution?

24 MS. ABIGAIL STEC: My last pay cheque
25 I received was August 2013. I worked for several

1 months after that, wasn't paid for -- for it. And --
2 and then I ultimately left and sought employment
3 elsewhere.

4 MS. KATE MCGRANN: What happened to
5 your shareholdings in the Company?

6 MS. ABIGAIL STEC: It's -- the -- the
7 company's never dissolved. Just recently, in the last
8 six (6) months, when I was doing my taxes this year, I
9 wrote off all my losses with -- pertaining to Green
10 Leaf.

11 We've been doing a zero tax return for
12 the last however many years, and so I guess the -- you
13 would consider the company is just dormant.

14 MS. KATE MCGRANN: After that, did you
15 have any further interactions with Mr. Bonwick about
16 the Company?

17 MS. ABIGAIL STEC: Yes. Over the
18 course of the last few years, there were some
19 opportunities that came up for -- we -- we still had
20 some inventory of the -- the composing deodorizer and
21 we had some dealings with Tim French, our accountant,
22 to do the -- the tax returns every year.

23 So, yes, I kept in contact.

24 MS. KATE MCGRANN: When was the last
25 time that you had any communications with Mr. Bonwick

1 about Green Leaf or its business?

2 MS. ABIGAIL STEC: Yesterday.

3 MS. KATE MCGRANN: Would you tell us
4 what those communications were about?

5 MS. ABIGAIL STEC: He had -- he had
6 met somebody in the last week or so that wanted to
7 take over -- or purchase the -- the compost deodorizer
8 that we still had and wondered if I would like to meet
9 with him to talk about an approach for that.

10 And I just let him know that I have
11 already sort of written off my losses for Green Leaf
12 and really wasn't interested in pursuing anything.

13 MS. KATE MCGRANN: Give me one (1)
14 second, please.

15 THE HONOURABLE FRANK MARROCCO: Well,
16 while you're -- while you're doing that, can you just
17 -- you've got paragraph 808 --

18 MS. ABIGAIL STEC: Yes.

19 THE HONOURABLE FRANK MARROCCO: -- on
20 the screen. I -- I -- did -- did you have any
21 conversation with Mr. Bonwick about this? I mean, he
22 asked you to send it to Mr. Houghton. You send it to
23 Mr. Houghton. Mr. Houghton writes back, says why are
24 you sending this to me.

25 Did -- did you go back to Mr. Bonwick

1 about that?

2 MS. ABIGAIL STEC: I did.

3 THE HONOURABLE FRANK MARROCCO: What
4 did he tell you?

5 MS. ABIGAIL STEC: He said that Mr.
6 Houghton was very sensitive to these types of things.

7 THE HONOURABLE FRANK MARROCCO: Did he
8 say why?

9 MS. ABIGAIL STEC: A conflict of
10 interest.

11 THE HONOURABLE FRANK MARROCCO: And
12 then, you -- you said that thi -- this reference, that
13 the email was meant for another of my contacts, you
14 said you put that in there to avoid conflict.

15 Did I -- did I get that right?

16 MS. ABIGAIL STEC: Mr. Bonwick asked
17 me to send that back to him.

18 THE HONOURABLE FRANK MARROCCO: And --
19 and was that your wording or his wording?

20 MS. ABIGAIL STEC: His wording.

21 THE HONOURABLE FRANK MARROCCO: Thank
22 you.

23

24

(BRIEF PAUSE)

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: Has anyone
3 contacted you about -- about the Inquiry in the last
4 week or so?

5 MS. ABIGAIL STEC: Not about the
6 Inquiry, no.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: But you've talked
11 in your evidence throughout the day about concerns
12 that you had about Green Leaf's work with respect to
13 the Town arena and pool.

14 You've explained to us that you were
15 concerned because the work that was being done wasn't
16 in line with what you saw Green Leaf's business being.
17 You said that you wanted to protect the integrity of
18 the Company.

19 I'm wondering if you can give us any
20 other information about what concerns you had about
21 the Company's involvement in the two (2) Town
22 projects, or you've already explained your -- your
23 views on it to us?

24 MS. ABIGAIL STEC: I just had huge
25 hopes for Green Leaf. And I didn't feel by putting

1 this project under the umbrella of Green Leaf would,
2 a) being doing it any favours in terms of what the
3 Company actually was.

4 And I was uncomfortable because of the
5 fact that what was stated in the intermediary
6 agreement was not -- did not reflect the day-to-day
7 actions and -- and mandate of Green Leaf.

8 MS. KATE MCGRANN: Were you concerned
9 that that would somehow reflect negatively back on the
10 Company?

11 MS. ABIGAIL STEC: Yes.

12 MS. KATE MCGRANN: You've described to
13 us that you sent email correspondence that Mr. Bonwick
14 either dictated to you or gave you quite a bit of
15 input on at his direction. You signed a contract that
16 you didn't think you should be signing.

17 Mr. Bonwick had explained to you that
18 he had concerns or there were concerns about a
19 potential perceived conflict of interest if the work
20 was done through Compenso.

21 Did you have any concerns that Green
22 Leaf was being used to do indirectly what would have
23 been more problematic if it had done it directly
24 through Compenso?

25 MS. ABIGAIL STEC: Yes.

1 MS. KATE MCGRANN: Did you take any
2 steps to address those concerns at the time?

3 MS. ABIGAIL STEC: I had conversations
4 with Mr. Bonwick about my -- my concerns. Frankly,
5 there -- there -- it was a very tight time frame that
6 the whole project -- I think eight (8) weeks from
7 start to finish.

8 And, as I mentioned earlier, I -- I
9 didn't feel that I could speak my voice and speak my
10 truth on -- and stand my ground on what I -- what I
11 felt that should happen at that time and, in
12 retrospect, I wish I had.

13 MS. KATE MCGRANN: What do you feel
14 should have happened at the time?

15 MS. ABIGAIL STEC: I think that the
16 project should have been a Compenso project.

17 MS. KATE MCGRANN: Those are my
18 questions.

19 THE HONOURABLE FRANK MARROCCO: So,
20 Ms. Stec, we're going to deal with the order of the
21 cross-examination. I don't think it'll take that
22 long, but -- I'm -- I'm sure it won't, actually.

23 But -- but you -- you can step outside.
24 We'll call you back in when we've got -- because we'll
25 probably take a break after I make that ruling, so

1 there's no point in you --

2 MS. ABIGAIL STEC: Okay.

3 THE HONOURABLE FRANK MARROCCO: --
4 sitting there while all the submissions go on. But
5 there still has to be cross-examination, so you'll
6 have to come back.

7

8 (WITNESS RETIRES)

9

10 THE HONOURABLE FRANK MARROCCO: So
11 what's the issue?

12 MR. WILLIAM MCDOWELL: Well, as you
13 know, we had a default order of cross-examinations in
14 the first part, and that worked reasonably well.

15 My understanding, roughly speaking, is
16 that Mr. Marron is content to be deep in the batting
17 order. I think Mr. Bonwick is, too.

18 The issue is among the three (3) of
19 us -- well, the three (3) teams if I can put it that
20 way. Mr. Chenoweth, ourselves for the Town, and now
21 Mr. Trudell.

22 So I had expressed the view that while
23 I thought the order worked reasonably well -- there
24 might have been one (1) dispute about it or two (2) in
25 the entirety of the first part.

1 I thought that the Town, which has a
2 substantial interest in this, might ask you,
3 Commissioner, for a slightly deeper spot in the order
4 than we had in the first part because there were some
5 times in the first part where I thought that there was
6 some very friendly cross-examination going on after we
7 have examined. And frankly, we would have wanted the
8 benefit of hearing that before conducting authentic
9 cross-examination.

10 So it's not --

11 THE HONOURABLE FRANK MARROCCO: That
12 may be contentious --

13 MR. WILLIAM MCDOWELL: Well --

14 THE HONOURABLE FRANK MARROCCO: --
15 that last statement, but in any event...

16 MR. WILLIAM MCDOWELL: Inauthenticity
17 is not the worst thing really.

18 But -- but, you know, this isn't --
19 it's not the end of the world. We'll abide by
20 whatever you tell us to do, but that was the thought
21 that we had expressed. My colleagues -- my more
22 senior colleagues took a different view of that, and
23 so we just raise it with you.

24 MR. FREDERICK CHENOWETH: Your Honour,
25 it was my own thought, as I think adequately expressed

1 by My Friend Mr. McDowell that the part 1 order, which
2 as I recall involved Mr. McDowell doing his cross-
3 examination after the questions put by Inquiry
4 counsel, worked well.

5 He suggests that there was may be a
6 couple of occasions on which we discussed it, and
7 indeed, there was some occasions in which we, in a
8 collegial way, discussed the arrangement of the
9 cross-examination. But I think we are both in
10 agreement that in the main, it worked well.

11 It's my submission, Your Honour, that
12 we should leave the order as it is. I have a couple
13 of things that motivate my thinking -- well, three (3)
14 things actually. Number 1, it worked well.

15 Number 2, I had thought -- and I know
16 Mr. McDowell has possibly a different view on this for
17 whatever reason -- and I make no aspirations of any
18 kind -- for whatever reasons, there appeared to a
19 mutuality of interest in approaches to the evidence
20 taken by Inquiry counsel and the Town.

21 And I was of the view that given that,
22 that it was useful to have those who were doing a
23 straight cross-examination make that cross-examination
24 later in the proceedings.

25 So it's that mutuality of interest that

1 I observed in any event in part 1 that leads me to
2 make the submission.

3 The other thing that I thought that
4 was -- that was of significance and this happened on
5 more than one occasion, and I'm thinking -- and again,
6 I'm not saying there's anything adverse about this --
7 but I recall a cross-examination -- a very capable
8 cross-examination by Mr. Breedon of the KPMG people
9 and witnesses and taking them through a number of
10 matters that had not been the subject matter of
11 Inquiry counsel's examination.

12 And I've said it to you at one occasion
13 in which that occurred. My memory is that it occurred
14 on several occasions.

15 And it seems to me that others, when
16 they're doing cross-examinations including myself on
17 behalf of Houghton, would lose the opportunity to deal
18 with the new issues that were raised from time to time
19 by Mr. McDowell in his cross-examination.

20 We'd lose the opportunity to
21 cross-examine with respect to those new issues. If we
22 were -- if we went after Mr. McDowell. So that I
23 again go back to the view that part 1 order worked
24 well and that we should stick with it.

25 THE HONOURABLE FRANK MARROCCO:

1 Mr. Trudell...?

2 MR. BILL TRUDELL: As the new kids on
3 the block, I thought all the cross-examination was
4 firmly until I heard the future witness from wherever
5 that's being held previously.

6 Can I just say this? I wasn't here for
7 the first part. We're all here to help you make sure
8 that this is a thorough Inquiry, as opposed as a
9 finger-pointing exercise.

10 I can say in relation to Ms. Stec, we
11 don't think we have any questions. But I would hope
12 that if something came up that might help you, we
13 could maybe go out of order and because we're all here
14 for the same purpose.

15 I mean, so some of us will be
16 positioning at various points. But -- so I leave it
17 to you, but I would hate to go home after the Inquiry
18 and say, you know what? I should have asked this
19 because it would be important for the Commissioner to
20 hear this.

21 And so I think that -- I just suggest
22 that on an ongoing basis, there's not many of us here.
23 We've all -- we all know each other. We could
24 probably work it out after each witness if that is an
25 appropriate way to proceed.

1 But in relation to Ms. Stec, we don't
2 think we have any questions. But if something came
3 up, then we would ask for your indulgence. So I leave
4 it to you. You know, the flavour as what happened in
5 phase 1, we don't. And so we're in your hands.

6 THE HONOURABLE FRANK MARROCCO: Well,
7 I think what I'm going to do is this. First of all,
8 whatever ruling I'm going to make -- and I'm going to
9 make one right now -- I will change it if you come to
10 an agreement with respect to a specific witness that
11 you want to change the order.

12 So it's like a default ruling if you
13 can't agree, and I'm sure you'll be able to work it
14 out. So I -- the way we'll do it is --

15 MS. KATE MCGRANN: Your Honour, I'm
16 sorry to interrupt.

17 THE HONOURABLE FRANK MARROCCO: Oh,
18 I --

19 MS. KATE MCGRANN: I think that --

20 THE HONOURABLE FRANK MARROCCO: No. I
21 got the impression everybody else was content. I
22 didn't mean to cut anybody off.

23 MR. PAUL BONWICK: You're not cutting
24 me off at all, Your Honour. I was looking for some
25 clarification from Mr. McDowell in terms of what he

1 had presented to you.

2 Was I to understand that he was
3 proposing we maintain the same order except for him
4 and Mr. Chenoweth, or was he proposing something
5 different than that?

6 THE HONOURABLE FRANK MARROCCO: I
7 think he was -- I think he was indicating that he'd
8 like to go a little later and that Mr. Chenoweth
9 didn't agree. Mr. Trudell had his version and that
10 yourself and Mr. Marron were more or less content with
11 the way we had done it the last time.

12 That -- that's what I took from what he
13 said.

14 MR. PAUL BONWICK: A fair assessment
15 in terms of the last time. It provided me the ability
16 to hear things out.

17 So yes, it was certainly much more
18 comfortable for me in terms of how you had it
19 structured the last time.

20 And again, I've got no issues with
21 meeting with counsel if there's a particular instance
22 on a particular witness where somebody thinks that it
23 needs to be rearranged, as Mr. Trudell has suggested.

24 THE HONOURABLE FRANK MARROCCO:
25 Mr. Marron...?

1 MR. GEORGE MARRON: I'm fine.

2 Mr. McDowell made a representation. I had spoken to
3 him earlier, and I'm content. Thank you.

4

5 RULING:

6 THE HONOURABLE FRANK MARROCCO: So I
7 think -- I think what we'll do is, as I say, this
8 order will change if you come to an agreement with
9 respect to a different and a different witness.

10 The way I'll do it is Mr. Houghton,
11 Mr. -- Ms. Cooper and Mr. Bonwick, BLT, and the Town.
12 And -- which I think keeps most people in the same --
13 in the same order.

14 I guess Mr. Bonwick, you're a little
15 bit higher up in the -- in the stream of things. And
16 let me know -- I appreciate you're representing
17 yourself. So if that doesn't work, then let me know,
18 and I'll reconsider.

19 But that's the way I'm going to do it
20 for -- I'm sorry. Do you want to say something,
21 Mr. Bonwick?

22 MR. PAUL BONWICK: Yes. I can let you
23 know right now that certainly we're here, and we'll
24 take direction from you.

25 But in my opinion having watched the --

1 and sat in on all of the days of the Inquiry the last
2 time, I would respectfully submit that Town's counsel
3 from a layperson's perspective almost takes on a
4 prosecutorial tone with most of the witnesses.

5 And as such, without the benefit of
6 being able to address those comments, a person like
7 myself, quite frankly, is, in my opinion, severally
8 disadvantaged.

9 THE HONOURABLE FRANK MARROCCO: Well,
10 I'm going to leave it the way I said I was going to do
11 it, and I'll reevaluate after the -- after this
12 witness if it's a problem.

13 I didn't have the impression, and I
14 appreciate with some witnesses different people get
15 more engaged. I think you did, too, with some
16 witnesses rather than others because some witnesses
17 are from Mr. -- from any particular participant's
18 perspective provocative. And you want to
19 cross-examine them.

20 But I'm going to leave it -- I'll leave
21 it that way for the first witness, and we'll see --
22 we'll see how that works out.

23 MR. WILLIAM MCDOWELL: The one (1)
24 thing that I would raise, Commissioner, is that on our
25 call we had, I think, agreed among ourselves that Mr.

1 Bonwick dealing with his former partner or his former
2 employee -- I'm not sure which -- perhaps was in the
3 position of getting the default position of going
4 last.

5 THE HONOURABLE FRANK MARROCCO: As I
6 indicated two (2) minutes ago, if you come to
7 agreement amongst yourselves --

8 MR. WILLIAM MCDOWELL: Right.

9 THE HONOURABLE FRANK MARROCCO: -- I
10 will reorder the order.

11 MR. WILLIAM MCDOWELL: Okay.

12 THE HONOURABLE FRANK MARROCCO: If you
13 can't come to an agreement, that's -- the order's the
14 order I just gave you.

15 MR. WILLIAM MCDOWELL: No. I
16 understand. I just wanted to be candid that we had at
17 --

18 THE HONOURABLE FRANK MARROCCO: And
19 that applies to this witness. If you decide that
20 given the fact that Ms. Stec was Mr. Bonwick's former
21 partner that therefore you are all in agreement that
22 he can cross-examine last, I will acquiescent that.

23 MR. WILLIAM MCDOWELL: Sure. Okay.
24 Thank you.

25

1 --- Upon recessing at 3:32 p.m.

2 --- Upon resuming at 3:43 p.m.

3

4 MR. WILLIAM MCDOWELL: So,
5 Commissioner, I can indicate that we've agreed that
6 Mr. Bonwick will go last.

7 THE HONOURABLE FRANK MARROCCO: Okay,
8 thank you.

9

10 (WITNESS RETAKES THE STAND)

11

12 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH

13 MR. FREDERICK CHENOWETH: Ms. Stec, my
14 name is Chenoweth, Fred Chenoweth, and I act on behalf
15 of Mr. Houghton with whom you're aware.

16 When would you -- I'm interested in
17 your -- in your memory of these circumstances that
18 occurred some seven years ago.

19 And in particular, when would you have
20 had occasion to first see FD2, the Foundation Document
21 with respect to this part of the Inquiry?

22 MS. ABIGAIL STEC: It was sent to me--

23 OBJ MS. KATE MCGRANN: I'm just going to
24 have to object to that question, because I'm concerned
25 that it gets into an area that would be covered by a

1 confidentiality agreement.

2 So maybe I need to understand it
3 better, and I might withdraw my objection, but...

4 THE HONOURABLE FRANK MARROCCO: Well,
5 I think I'll allow the question when -- when did you
6 first -- and we'll see if we get into it.

7 The -- the interviews, of course, we've
8 always agreed would -- the interview process would
9 become -- would be kept confidential and we've done it
10 for every single witness, but I'll allow that
11 question, Mr. Chenoweth.

12 MR. FREDERICK CHENOWETH: I'm not
13 inquiring about the interview process.

14 THE HONOURABLE FRANK MARROCCO: I
15 didn't think you were.

16 MR. FREDERICK CHENOWETH: Yes.

17 MS. ABIGAIL STEC: I believe it was
18 about a week ago.

19

20 CONTINUED BY MR. FREDERICK CHENOWETH:

21 MR. FREDERICK CHENOWETH: All right.
22 And that was before FD2 was, as I understand it, was
23 published on the inquiry website, which as I
24 understand it was only yesterday?

25 MS. ABIGAIL STEC: I'm not aware of

1 when it was published.

2 THE HONOURABLE FRANK MARROCCO: It was
3 published yesterday, I think, wasn't it?

4 MR. FREDERICK CHENOWETH: Yes, okay.

5

6 CONTINUED BY MR. FREDERICK CHENOWETH:

7 MR. FREDERICK CHENOWETH: But you got
8 it approximately a week ago?

9 MS. ABIGAIL STEC: Yes.

10 MR. FREDERICK CHENOWETH: And did you
11 have a chance to read the document?

12 MS. ABIGAIL STEC: Not it's -- in its
13 entirety.

14 MR. FREDERICK CHENOWETH: Can you give
15 me some sense as to how many hours you might have
16 spent reading the document?

17 MS. ABIGAIL STEC: No more than two
18 (2).

19 MR. FREDERICK CHENOWETH: So we're
20 talking a document that's some three hundred and forty
21 (340) pages in length and contains a number -- and you
22 would agree, contains a number of dates that would
23 create sign posts along the way to remembering facts
24 that occurred some seven (7) years ago?

25 MS. ABIGAIL STEC: Correct.

1 MR. FREDERICK CHENOWETH: And so
2 you've really had an opportunity to review a very
3 little bit of FD1?

4 THE HONOURABLE FRANK MARROCCO: Sorry,
5 FD1 or FD2?

6 MR. FREDERICK CHENOWETH: FD2, Your
7 Honour.

8 MS. ABIGAIL STEC: Yes, that's
9 correct.

10

11 CONTINUED BY MR. FREDERICK CHENOWETH:

12 MR. FREDERICK CHENOWETH: All right.

13 So that in the main, you're relying on
14 your memory of -- with respect to conversations and
15 meetings that took place some seven years ago,
16 correct?

17 MS. ABIGAIL STEC: In some cases. In
18 some cases I've -- I do have a clear memory and in
19 some cases I've relied on the documents.

20 MR. FREDERICK CHENOWETH: Thank you.

21 You indicated that Mr. Houghton and Mr.
22 Bonwick spoke frequently when you were involved with
23 Green Leaf.

24 MS. ABIGAIL STEC: I'm not sure I said
25 "frequently", but -- but they did interact, yes.

1 MR. FREDERICK CHENOWETH: All right,
2 thank you.

3 And I think at one juncture you also
4 indicated that Mr. Bonwick was out of the office with
5 some frequency, where I take it you weren't?

6 MS. ABIGAIL STEC: I was at the office
7 more than Mr. Bonwick, yes.

8 MR. FREDERICK CHENOWETH: So that who
9 he was interacting with, who he was discussing matters
10 with, certainly while he was out of the office, would
11 not be something that you would have been aware of?

12 MS. ABIGAIL STEC: Correct.

13 MR. FREDERICK CHENOWETH: So the
14 details of the contact that Mr. Bonwick had with --
15 with anyone involved in this process, including Mr.
16 Houghton, would not be something that you would be
17 aware of?

18 MS. ABIGAIL STEC: Correct.

19 MR. FREDERICK CHENOWETH: But you are
20 able to say that through the course of the process,
21 there was contact between Mr. Houghton and Mr.
22 Bonwick?

23 MS. ABIGAIL STEC: Yes.

24 MR. FREDERICK CHENOWETH: Now, you
25 told us in your evidence today that when you first

1 spoke to -- I think it was the first inquiry counsel
2 in this matter, you indicated that you had no memory
3 of who had given you the scope of work materials that
4 you forwarded on to BLT on August 2nd, 2012?

5 MS. ABIGAIL STEC: That's correct.

6 MR. FREDERICK CHENOWETH: And you've
7 told us today that in fact that continues that you
8 have no memory of certainly Mr. Houghton giving you
9 those materials. That's what you told us in your
10 evidence in-chief?

11 MS. ABIGAIL STEC: Correct, I don't
12 have a memory of that, I -- I relied on the documents
13 for that.

14 MR. FREDERICK CHENOWETH: And you --
15 you made an assumption from the documents, I take it,
16 that -- that the person you had some significant
17 contact with in these matters would have given you
18 that information? That was an assumption you made?

19 MS. ABIGAIL STEC: Yes.

20 MR. FREDERICK CHENOWETH: Thank you.

21 But you have no memory of an occasion
22 on which anyone gave you the scope of work documents
23 that you passed on on August 2nd, correct?

24 MS. ABIGAIL STEC: That's correct, I
25 believe I indicated that I would have got them from

1 Mr. Houghton because I didn't deal with anybody else
2 who would have generated them.

3 MR. FREDERICK CHENOWETH: But you have
4 no memory of Mr. Houghton giving them to you?

5 MS. ABIGAIL STEC: I don't.

6 MR. FREDERICK CHENOWETH: And you have
7 no memory of anyone else giving them to you?

8 MS. ABIGAIL STEC: I don't.

9 MR. FREDERICK CHENOWETH: Thank you.
10 I was looking at paragraph 325 of the
11 FD2 and could that be pulled up, please? And I think
12 inquiry counsel took you to that. Let's -- let's read
13 it together:

14 "Can you let me know when you are
15 back in the office."

16 This is something you're saying to --
17 to Paul Bonwick and Dave Burrow.

18 "I just want to confirm compensation
19 totals with you after breaking out
20 the totals."

21 Then you go on to talk about a
22 conversation you had with Mr. Houghton.

23 "When I was speaking to Ed this
24 morning he asked me to confirm that
25 the garage type doors which open up

1 the pool are included. We did not
2 see them on the budget, or maybe
3 we're looking for the wrong
4 heading."

5 You remember sending that email, I
6 think you indicated to Inquiry counsel?

7 MS. ABIGAIL STEC: Yes.

8 MR. FREDERICK CHENOWETH: All right.

9 And there's -- and the -- the reference
10 would appear to confirm that on that morning, being
11 the morning of August 24th, you appear to have had a
12 conversation with Mr. Houghton in which you discussed
13 his concern as to whether or not the garage type doors
14 were still part of the pool project?

15 MS. ABIGAIL STEC: Yes.

16 MR. FREDERICK CHENOWETH: And I take
17 it as you wrote that email -- and -- and you
18 remembered that, I take it, because you and Mr.
19 Houghton, I take it during the phone call, had
20 reviewed the budgets and couldn't find the garage
21 doors in them?

22 MS. ABIGAIL STEC: My understanding of
23 this email was that Mr. Houghton was trying to get a
24 comprehensive list or a comprehensive budget and he
25 wanted to make sure that everything was included,

1 including the garage doors.

2 MR. FREDERICK CHENOWETH: All right.

3 So he was concerned that the budget
4 included all of the items?

5 MS. ABIGAIL STEC: Correct.

6 MR. FREDERICK CHENOWETH: Right.

7 And he expressed to you that concern
8 that the budget include all of the items? I take it
9 that was one of his concerns in particular, the garage
10 doors?

11 MS. ABIGAIL STEC: Yes.

12 MR. FREDERICK CHENOWETH: All right.

13 And do you remember him expressing any
14 other concern to you other than that all of the
15 proposed items be contained in the budgets that were
16 being prepared by -- by BLT at that juncture?

17 MS. ABIGAIL STEC: No, not that I'm
18 aware.

19 MR. FREDERICK CHENOWETH: Thank you.

20

21 (BRIEF PAUSE)

22

23 MR. FREDERICK CHENOWETH: I believe
24 those are all the questions I have of this witness,
25 Your Honour. Thank you.

1 THE HONOURABLE FRANK MARROCCO: Thank
2 you, Mr. Chenoweth.

3 Mr. McDowell...?

4 MR. WILLIAM MCDOWELL: Good thing we
5 had a fight about the order of cross-examination given
6 the way this is playing out.

7

8 CROSS-EXAMINATION BY MR. MCDOWELL

9 MR. WILLIAM MCDOWELL: Let me just --
10 I have very few questions, actually.

11 You -- you gave some evidence about
12 your experience as a project manager, this is with the
13 Pretty River Academy?

14 MS. ABIGAIL STEC: Yes.

15 MR. WILLIAM MCDOWELL: And when you
16 were doing project management for the -- for the
17 Academy, do I take it that there was a general
18 contractor involved?

19 MS. ABIGAIL STEC: Yes, it was a very
20 long sordid story with a couple of general contractors
21 involved, but I started the process as a site
22 coordinator --

23 MR. WILLIAM MCDOWELL: Right.

24 MS. ABIGAIL STEC: -- and then the
25 school ended up becoming the general contractor.

1 MR. WILLIAM MCDOWELL: Right.

2 MS. ABIGAIL STEC: Actually, when I
3 referred to my experience in project management it was
4 in a more general sense in -- in other projects as
5 well too, rather than just construction.

6 MR. WILLIAM MCDOWELL: All right.

7 The -- I wanted to ask you some
8 questions about your investment in Green Leaf.

9 So you invested just under \$70,000?

10 MS. ABIGAIL STEC: My initial
11 investment was 69,000 and I believe in -- a few -- a
12 couple of years into the -- into the partnership I had
13 to infuse another \$5,000 in.

14 MR. WILLIAM MCDOWELL: Right. So
15 74,000 in total. So that's a fair amount of money.

16 And you had some discussions with Mr.
17 Bonwick before you made that investment, I take it?

18 MS. ABIGAIL STEC: Yes.

19 MR. WILLIAM MCDOWELL: One (1) of the
20 things that was attractive to you was the idea that
21 Mr. Houghton would be involved?

22 MS. ABIGAIL STEC: Absolutely, I had a
23 tremendous amount of respect for what he had done in
24 the community and beyond that.

25 MR. WILLIAM MCDOWELL: Right. A very

1 capable person?

2 MS. ABIGAIL STEC: Absolutely.

3 MR. WILLIAM MCDOWELL: He gets things
4 done?

5 MS. ABIGAIL STEC: I -- my view on all
6 of that was that Mr. Houghton was so well connected
7 within the energy sector it couldn't help but be a
8 home run for Green Leaf to be able to, you know,
9 obtain a relationship with him. And so I was very
10 hopeful for that.

11 MR. WILLIAM MCDOWELL: Right. And Mr.
12 Bonwick represented to you that this was something
13 that he hoped and expected would happen?

14 MS. ABIGAIL STEC: He hoped that it
15 would, yes.

16 MR. WILLIAM MCDOWELL: He hoped that
17 it would and in making your investment you hoped that
18 it would, right?

19 MS. ABIGAIL STEC: Yes.

20 MR. WILLIAM MCDOWELL: And you had
21 some belief that that would happen, I take it, because
22 you made the investment?

23 MS. ABIGAIL STEC: Yes.

24 MR. WILLIAM MCDOWELL: Right.

25 Now, you were asked some questions

1 about paragraph 807 of the Foundation Document, if we
2 could just pull that up for a second.

3 This was a list of initiatives that Mr.
4 Bonwick wanted you to send to Mr. Houghton?

5 MS. ABIGAIL STEC: Yes.

6 MR. WILLIAM MCDOWELL: And the reason
7 that you did that, first of all he told you to, but --
8 or he asked you to, but also this is the kind of
9 thing, I take it, that someone who was a perspective
10 partner in the business he would want to know?

11 MS. ABIGAIL STEC: I would think so,
12 yes.

13 MR. WILLIAM MCDOWELL: Right.

14 So it wasn't unreasonable that -- that
15 this information was going to go to him?

16 MS. ABIGAIL STEC: I did not think so,
17 no.

18 MR. WILLIAM MCDOWELL: Right. And so
19 you -- you said in your response to a question that
20 you were shocked and you amended that, you were
21 surprised by his response?

22 MS. ABIGAIL STEC: Yes.

23 MR. WILLIAM MCDOWELL: Right. And his
24 response was effectively to say prank call, you know,
25 this must have been meant for somebody else.

1 And then you were asked to send an
2 email saying this was meant for another contact of
3 mine, correct?

4 MS. ABIGAIL STEC: Yes.

5 MR. WILLIAM MCDOWELL: And that wasn't
6 true, I take it, it was meant for Mr. Houghton?

7 MS. ABIGAIL STEC: It was.

8 MR. WILLIAM MCDOWELL: Right.

9 And the -- to put it bluntly, the email
10 that was sent subsequently was intended to provide
11 some cover for Mr. Houghton if anyone ever searched
12 his emails, correct?

13 MS. ABIGAIL STEC: Yes.

14 MR. WILLIAM MCDOWELL: Now, some
15 questions about the disclosure -- so the non-
16 disclosure agreement.

17 You said that Mr. Bonwick, in his
18 businesses, frequently used non-disclosure agreements?

19 MS. ABIGAIL STEC: Yes.

20 MR. WILLIAM MCDOWELL: And the reason
21 for that was that sometimes there were matters that
22 were truly confidential and you gave the example of
23 sharing information about molds, parts of the solar
24 vents.

25 MS. ABIGAIL STEC: Yes.

1 MR. WILLIAM MCDOWELL: But the reason
2 there is there's an intellectual property interest
3 that you want to protect, is that fair?

4 MS. ABIGAIL STEC: Correct.

5 MR. WILLIAM MCDOWELL: Now, you also
6 gave some evidence about your expectations about the
7 way there would be approval of a project like -- or
8 projects like the arena project and the pool project
9 in the Municipality.

10 Do you remember that?

11 MS. ABIGAIL STEC: Yes.

12 MR. WILLIAM MCDOWELL: And you said
13 that you thought that there would be some kind of RFP
14 process in respect of projects like this?

15 MS. ABIGAIL STEC: Yes.

16 MR. WILLIAM MCDOWELL: And the reason
17 for that, I took from your evidence, was you thought
18 that this provided fairness and -- and transparency,
19 correct?

20 MS. ABIGAIL STEC: Yes. The -- one
21 (1) of the largest infrastructure grants I wrote for
22 Pretty River required a three (3) party RFP process --

23 MR. WILLIAM MCDOWELL: Right.

24 MS. ABIGAIL STEC: -- so.

25 MR. WILLIAM MCDOWELL: And the reason

1 for that is you want to get the best outcome for --
2 the best outcome for the institution, correct?

3 MS. ABIGAIL STEC: Correct.

4 MR. WILLIAM MCDOWELL: And you want to
5 get, frankly, to put it crassly, the most bang for the
6 buck for the granting agency, right?

7 MS. ABIGAIL STEC: Yes.

8 MR. WILLIAM MCDOWELL: And so, when
9 you look at a project here that turned out to be
10 something, like, a \$14 million project, you would have
11 expected that you would have an RFP process to ensure
12 that everybody knew what was in the marketplace and
13 available for purchase by the town?

14 MS. ABIGAIL STEC: That was my
15 assumption in the beginning, yes.

16 MR. WILLIAM MCDOWELL: In the
17 beginning. But this non-disclosure agreement between
18 BLT and -- and Green Leaf is 180 degrees opposite to
19 that, right?

20 MS. ABIGAIL STEC: Yes.

21 MR. WILLIAM MCDOWELL: And the whole
22 point is that it's not transparent?

23 MS. ABIGAIL STEC: I can't really -- I
24 can't really comment on that. I -- I didn't really
25 view the -- the confidentiality agreement in the same

1 -- in the same vein, if that makes sense.

2 MR. WILLIAM MCDOWELL: Well, wasn't
3 the intention of the agreement that neither Green
4 Leaf, nor BLT, could disclose the fact that Green Leaf
5 was acting in some capacity for BLT?

6 MS. ABIGAIL STEC: And vice versa.

7 MR. WILLIAM MCDOWELL: And vice versa.

8 MS. ABIGAIL STEC: Right.

9 MR. WILLIAM MCDOWELL: So that BLT, in
10 its discussions with the town, couldn't say you should
11 know that -- that we've got Green Leaf and Paul
12 Bonwick and Abby Stec helping us, correct?

13 MS. ABIGAIL STEC: Correct. I -- I
14 didn't -- I -- I view -- I personally viewed the --
15 the non-disclosure agreement as a standard practice.

16 MR. WILLIAM MCDOWELL: Right. You
17 didn't think about the implications in the municipal
18 procurement context?

19 MS. ABIGAIL STEC: No.

20 MR. WILLIAM MCDOWELL: You were asked
21 some questions about whether or not you inquired of
22 Mr. Bonwick about his activities in relation to
23 discussions with the town and town officials?

24 MS. ABIGAIL STEC: Yes.

25 MR. WILLIAM MCDOWELL: And your answer

1 was, Absolutely not, correct?

2 MS. ABIGAIL STEC: Yes.

3 MR. WILLIAM MCDOWELL: You didn't
4 think that that was your place?

5 MS. ABIGAIL STEC: No, I did not.

6 MR. WILLIAM MCDOWELL: Right. But you
7 were a 20 percent owner of the Company, correct?

8 MS. ABIGAIL STEC: Yes.

9 MR. WILLIAM MCDOWELL: And you
10 expressed some discomfort with the idea that this
11 activity that was being done in relation to the town
12 was being done on in Compenso, which was a lobbying
13 firm, but in Green Leaf?

14 MS. ABIGAIL STEC: Yes.

15 MR. WILLIAM MCDOWELL: And you said
16 that one (1) of the reasons for your discomfort was
17 that that's just not what Green Leaf was about, Green
18 Leaf didn't do that?

19 MS. ABIGAIL STEC: Yes.

20 MR. WILLIAM MCDOWELL: But then you
21 also said that you were concerned about questions
22 about the integrity of Green Leaf and your personal
23 integrity in relation to the lobbying activity.

24 Is that fair?

25 MS. ABIGAIL STEC: I'm not a lobbyist,

1 yes.

2 MR. WILLIAM MCDOWELL: You're not a
3 lobbyist. And to the extent that Mr. Bonwick was
4 doing things, lobbying officials, you didn't want
5 those actions to be attributed to you. Is that fair?

6 MR. PAUL BONWICK: Just, Your Honour,
7 a point of order there. I don't think Ms. Stec ever
8 suggested -- in fact, she couldn't confirm that I was
9 doing any lobbying. And now the question is leading
10 her to suggest that I was when in fact she stated the
11 exact opposite.

12 MR. WILLIAM MCDOWELL: Well, let --
13 let -- that's fair. Let me put it this way.

14 THE HONOURABLE FRANK MARROCCO: So,
15 you're going to rephrase the question?

16 MR. WILLIAM MCDOWELL: Yes.

17 THE HONOURABLE FRANK MARROCCO: All
18 right.

19 MR. WILLIAM MCDOWELL: I think that's
20 fair.

21 THE HONOURABLE FRANK MARROCCO: Okay.
22 And then we'll -- be -- before you answer --

23 MR. WILLIAM MCDOWELL: Sure.

24 THE HONOURABLE FRANK MARROCCO: Go
25 ahead.

1 MR. WILLIAM MCDOWELL: Okay.

2

3 CONTINUED BY MR. WILLIAM MCDOWELL:

4 MR. WILLIAM MCDOWELL: So, broadly
5 speaking, you didn't know what Mr. Bonwick was doing
6 in having discussions with officials with the town?

7 MS. ABIGAIL STEC: No.

8 MR. WILLIAM MCDOWELL: Correct. You
9 didn't know whether he was having discussions with
10 members of council, for example?

11 MS. ABIGAIL STEC: Correct.

12 MR. WILLIAM MCDOWELL: But to the
13 extent that he was having those discussions beyond
14 your knowledge, you didn't want that attributed to
15 you. Is that fair?

16 MS. ABIGAIL STEC: Correct.

17 MR. WILLIAM MCDOWELL: Right. Now --

18

19 (BRIEF PAUSE)

20

21 MR. WILLIAM MCDOWELL: When we pull up
22 -- I think it's CJI7627, the intermediary contract.

23

24 (BRIEF PAUSE)

25

1 MR. WILLIAM MCDOWELL: So, just scroll
2 down. I think my friend has covered this, commission
3 council, but just hang on there.

4 So, just to take one:

5 "And where as Green Leaf is in the
6 business, among other things, of
7 acting as an intermediary and
8 bringing companies like BLT into
9 contact with third parties in
10 situations..."

11 You see that one?

12 MS. ABIGAIL STEC: (NO AUDIBLE
13 RESPONSE).

14 MR. WILLIAM MCDOWELL: And then, if
15 you go down a few:

16 "And whereas Green Leaf has matched
17 a prospective third party with a
18 company as BLT which can implement
19 the needs of a third party..."

20 And then it carries on. You see that
21 one (1), correct?

22 MS. ABIGAIL STEC: Yes.

23 MR. WILLIAM MCDOWELL: Right. In
24 fact, by the time this contract is executed, the end
25 of August, long before this without the involvement of

1 Green Leaf, the town has -- has had discussions with
2 Sprung, correct?

3 MS. ABIGAIL STEC: Yes.

4 MR. WILLIAM MCDOWELL: And Sprung is
5 going to use BLT, correct?

6 MS. ABIGAIL STEC: I would assume so.

7 MR. WILLIAM MCDOWELL: Because that's
8 their normal practice?

9 MS. ABIGAIL STEC: Yes.

10 MR. WILLIAM MCDOWELL: And so, this
11 contract, the benefit that BLT is getting from it is
12 not the intermediary services described. Is that
13 fair?

14 MS. ABIGAIL STEC: I can't really
15 comment on that.

16 MR. WILLIAM MCDOWELL: Well, what BL -
17 - BLT's not, you know, getting introduced to the town
18 because it's already introduced to the town, right?

19 MS. ABIGAIL STEC: BLT was not
20 introduced to the town, but Sprung had been, yes.

21 MR. WILLIAM MCDOWELL: But Sprung was?

22 MS. ABIGAIL STEC: Yes.

23 MR. MICHAEL WATSON: All right. And
24 then --

25 MS. ABIGAIL STEC: So, inadvertently,

1 yes.

2 MR. WILLIAM MCDOWELL: Inadver --
3 indirectly it was?

4 MS. ABIGAIL STEC: Yes.

5 MR. WILLIAM MCDOWELL: Right. But in
6 the discussions that Mr. Bonwick had at the front-end
7 with BLT, what Mr. Bonwick discussed was whether this
8 could be a sole sourced contract?

9 MS. ABIGAIL STEC: Correct.

10 MR. WILLIAM MCDOWELL: And that was a
11 very valuable thing for BLT, I take it?

12 MS. ABIGAIL STEC: I would assume so.

13 MR. WILLIAM MCDOWELL: Right. And so,
14 what Mr. Bonwick was effectively offering to do was to
15 get this contract, or this -- this prospective deal,
16 sole sourced. That's what he was bringing to the
17 table, wasn't he?

18 MS. ABIGAIL STEC: Yes.

19 MR. WILLIAM MCDOWELL: Right.

20

21 (BRIEF PAUSE)

22

23 MR. WILLIAM MCDOWELL: And the -- you
24 had this discussion with Mr. Bonwick about the amount
25 of the compensation which, as a matter of first

1 impression when you learned about it, struck you as
2 very high. Is that fair?

3 MS. ABIGAIL STEC: Yes.

4 MR. WILLIAM MCDOWELL: And Mr. Bonwick
5 explained that, well, this deal to come to fruition
6 might take a couple of years?

7 MS. ABIGAIL STEC: Yes.

8 MR. WILLIAM MCDOWELL: But when you
9 were having this discussion with him, it's late in
10 August, I take it?

11 MS. ABIGAIL STEC: I believe so, yes.

12 MR. WILLIAM MCDOWELL: It's at the
13 point where you have communicated to BLT that it
14 should add 6 1/2 percent across the board to its line
15 items in its proposed contract with the town?

16 MS. ABIGAIL STEC: I'm not sure if the
17 conversation -- it was in and around that time, yes.

18 MR. WILLIAM MCDOWELL: In and around
19 that time, just before or just after. But you knew
20 what the proposed amount of the com -- compensation
21 was. Is that right?

22 MS. ABIGAIL STEC: When we discussed
23 how long the project may take and that conversation,
24 yes.

25 MR. WILLIAM MCDOWELL: You knew -- did

1 you know the percentage or did you know what the
2 actual rough dollar figure was?

3 MS. ABIGAIL STEC: Both.

4 MR. WILLIAM MCDOWELL: Both. Okay.

5 But at the time you're having this discussion there's
6 every indication that this contract is going to be
7 sole sourced. Is that fair?

8 MS. ABIGAIL STEC: Again, I'm not --
9 I'm not sure of the date that I found out it was go --
10 going to be sole sourced.

11 MR. WILLIAM MCDOWELL: Right. But Mr.
12 -- Mr. Houghton, for example, has given you authority
13 to investigate the question of lead certification for
14 the Sprung project, correct?

15 MS. ABIGAIL STEC: That was after it
16 was awarded.

17 MR. WILLIAM MCDOWELL: After it was
18 awarded?

19 MS. ABIGAIL STEC: Yeah.

20 MR. WILLIAM MCDOWELL: But there are -
21 - there are budgets passing to and from Green Leaf and
22 BLT, correct?

23 MS. ABIGAIL STEC: Yes.

24 MR. WILLIAM MCDOWELL: There are
25 budgets passing to and from BLT and the Town?

1 MS. ABIGAIL STEC: Yes.

2 MR. WILLIAM MCDOWELL: You are
3 gathering information to assist Mr. Bonwick on the
4 24th of October for a presentation on the 27th of
5 October at which the decision to sole source or not is
6 going to be made?

7 MS. ABIGAIL STEC: All right, October?

8 MR. WILLIAM MCDOWELL: Sorry, August,
9 I apologize.

10 MS. ABIGAIL STEC: Yeah, I was -- I
11 was actually helping Mr. Houghton --

12 MR. WILLIAM MCDOWELL: Right.

13 MS. ABIGAIL STEC: -- not Mr. Bonwick.

14 MR. WILLIAM MCDOWELL: And -- right.
15 And Mr. -- Mr. Houghton, his intention in getting
16 information from you on the 24th of August is to get a
17 decision from council to sole source as of the 27th of
18 August?

19 MS. ABIGAIL STEC: Correct.

20 MR. WILLIAM MCDOWELL: Right. And he
21 wasn't asking you for that information to assist any
22 other perspective supplier. The only supplier that
23 was in consideration at that point was Sprung/BLT,
24 correct?

25 MS. ABIGAIL STEC: Correct.

1 MR. WILLIAM MCDOWELL: And in order
2 for council to approve this as a sole source, it had
3 to have information available in which to make that
4 decision as to the qualities of the Sprung structure?

5 MS. ABIGAIL STEC: Yes. The Town
6 staff prepared that.

7 MR. WILLIAM MCDOWELL: The town staff
8 prepared that, but Mr. Houghton, on the Friday before
9 the Monday meeting, is getting more information from
10 you?

11 MS. ABIGAIL STEC: Yes.

12 MR. WILLIAM MCDOWELL: Right. Did
13 that surprise you that he was still gathering that
14 information three (3) days before the meeting?

15 MS. ABIGAIL STEC: No, not really. I
16 wasn't sure -- I wasn't sort of privy to the protocol
17 of how -- how expeditious they would be at getting
18 something like that prior to council meetings.

19 I -- I knew that the -- the documents
20 had to be circulated to council before the weekend, I
21 believe, so I -- I just -- I wasn't surprised, you
22 know.

23 MR. WILLIAM MCDOWELL: You understood
24 in August of 2012 that the Green Leaf fee would be
25 paid out of the profits earned by BLT, correct?

1 MS. ABIGAIL STEC: Yes.

2 MR. WILLIAM MCDOWELL: But, in fact,
3 what happened was there was a 6 1/2-percent amount
4 added to the contract in respect of the fee?

5 MS. ABIGAIL STEC: I don't know what
6 the -- how that fit into the budget.

7 MR. WILLIAM MCDOWELL: Well, if you --
8 you write the email, we can pull it up if you like,
9 but that says 6 1/2 percent is going to be added in
10 respect of our fee, correct?

11 MS. ABIGAIL STEC: Correct. But I
12 don't -- I didn't have any -- I wasn't aware of
13 what -- what BLT's percentage on the project -- what
14 their profit was. So I -- I didn't know where the 6.5
15 fit into what their profit was.

16 MR. WILLIAM MCDOWELL: But you knew
17 that their profit was being inflated by an amount that
18 allowed it to pay your fee -- Green Leaf's fee.
19 Right?

20 MS. ABIGAIL STEC: No, I did not know
21 that.

22 MR. WILLIAM MCDOWELL: You didn't know
23 that.

24 MS. ABIGAIL STEC: No.

25 MR. BILL TRUDELL: Question. I don't

1 think that there's evidence of that. I think that's
2 kind of an unfair statement that My Friend should
3 make.

4 MR. WILLIAM MCDOWELL: Well, it was a
5 question, not a statement.

6 THE HONOURABLE FRANK MARROCCO: Well,
7 the witness didn't agree with it.

8 MR. BILL TRUDELL: Thank you.

9

10 (BRIEF PAUSE)

11

12 CONTINUED BY MR. WILLIAM MCDOWELL:

13 MR. WILLIAM MCDOWELL: Did you
14 understand that the Town was an increased amount by
15 adding 6 1/2 percent across the board?

16 MS. ABIGAIL STEC: No, I did not.

17 MR. WILLIAM MCDOWELL: Could we pull
18 up -- I think it's CJI7218.

19

20 (BRIEF PAUSE)

21

22 MR. WILLIAM MCDOWELL: So just looking
23 at this email:

24 "Thanks for taking the time to
25 participate in both calls today and

1 getting the numbers back to us.
2 Once you have put the numbers in the
3 format that Ed suggested, please put
4 six and a half percent across the
5 board on all the numbers reflecting
6 the Green Leaf compensation."

7 You see that. Right?

8 MS. ABIGAIL STEC: Yes.

9 MR. WILLIAM MCDOWELL: Okay. So this
10 is your email to Mr. Barrow at BLT.

11 MS. ABIGAIL STEC: Yes.

12 MR. WILLIAM MCDOWELL: All right. So
13 if the 6 1/2 percent gets added and the Town agrees to
14 pay the contract with the 6 1/2 percent in it, doesn't
15 that mean that the Town is paying an inflated amount
16 in order to pay the Green Leaf fee?

17 MS. ABIGAIL STEC: No, it doesn't.
18 Not if -- not if BLT had satisfied that portion before
19 they sent their budget to me to put the 6.5 percent
20 on.

21 MR. WILLIAM MCDOWELL: I'm just not
22 following that at all. I don't -- this is asking BLT
23 to increase the amounts that it is going to submit to
24 the Town, is it not?

25 MS. ABIGAIL STEC: Yes. But I

1 don't -- I have -- I'm not privy to what BLT's profit
2 margin is and whether or not they had deducted 6.5
3 from what their profit would be before this 6.5 was
4 put on. I had no knowledge of any of that.

5 So I -- I can absolutely say that I
6 didn't know that the Town was going to pay 6.5 percent
7 more.

8 MR. FREDERICK CHENOWETH: Your Honour,
9 I have some concern about this. We have the answer of
10 the witness, so we've gone a long way down this road.

11 But surely, this is a matter of
12 argument and not of fact and -- and should be left for
13 argument.

14 THE HONOURABLE FRANK MARROCCO: I'm
15 going to -- are you going to continue this line of
16 questioning? Was it your intention to do that?

17 MR. WILLIAM MCDOWELL: Well, I don't
18 think so because I think there's probably not much
19 further I can get with this witness. But we'll
20 obviously have further questions for BLT about this.

21 THE HONOURABLE FRANK MARROCCO: Well,
22 you may -- you can certainly return to this issue with
23 other witnesses. I -- I tend to agree. I think
24 you've got the answer that this witness is giving.

25 MR. WILLIAM MCDOWELL: Right. No, no.

1 And --

2 MS. ABIGAIL STEC: I'm happy to
3 explain it further if -- if I can do it a different
4 way but...

5 MR. WILLIAM MCDOWELL: I'm not -- I'm
6 content if you want to do that if asked by other
7 counsel, but I don't propose to continue this.

8 THE HONOURABLE FRANK MARROCCO: Well,
9 okay. What were you going to say?

10 MR. BILL TRUDELL: Well,
11 Commissioner --

12 THE HONOURABLE FRANK MARROCCO: No,
13 I'm asking the question.

14 MR. BILL TRUDELL: I know. But I just
15 want to -- it will become clear at a later point in
16 time. But I'm sure that Ms. Stec is now going to give
17 information as to what she might assume.

18 She's given the answer, and I think
19 that if you're satisfied with it, then we should move
20 on. Otherwise --

21 MS. ABIGAIL STEC: I'd like to say
22 something else just --

23 THE HONOURABLE FRANK MARROCCO: No,
24 no. Whoa, just hold on. I'm going to -- I want to
25 give the witness the full opportunity to answer it.

1 It is, I think, to some extent at this
2 point a matter of argument. But -- and a matter of
3 evidence from other witnesses.

4 But what was it that you wanted to add
5 to your explanation?

6 MS. ABIGAIL STEC: I just wanted to
7 add that Mr. Bonwick had indicated to me that this
8 6.5 percent was coming out of BLT's profit margin.

9 And so when I received the budgets from
10 BLT and was asked -- asking them to put the 6.5 on, I
11 had no prior knowledge of what their profit margin was
12 or -- or how -- how they dealt with it at their end.
13 I was only asked to put the 6.5 on.

14 THE HONOURABLE FRANK MARROCCO: Right.
15 I have that. I have that now; I had it before
16 actually. I think you sort of said that before -- no,
17 no -- but that's fine. You wouldn't be the first
18 person to repeat something here.

19 So that's fine. Mr. McDowell, do you
20 have any further questions?

21 MR. WILLIAM MCDOWELL: On that? No.

22 THE HONOURABLE FRANK MARROCCO: No.
23 But you're still in -- you're still cross-examining?

24 MR. WILLIAM MCDOWELL: Yes.

25 THE HONOURABLE FRANK MARROCCO: Yes.

1 (BRIEF PAUSE)

2

3 CONTINUED BY MR. WILLIAM MCDOWELL:

4 MR. WILLIAM MCDOWELL: Could I ask you
5 to look at paragraph 890 of the Foundation Document.

6

7 (BRIEF PAUSE)

8

9 MR. WILLIAM MCDOWELL: Yes. I was
10 working from a draft.

11 THE HONOURABLE FRANK MARROCCO: If you
12 tell us what it says, maybe we can identify the
13 paragraph number.

14 MR. WILLIAM MCDOWELL: Yeah. I'm just
15 trying to find -- sorry -- I'm just trying to find the
16 heading.

17 Okay. This is Councilor Joe Gardhouse
18 asked Ed Houghton if Paul Bonwick is Green Leaf.

19 THE HONOURABLE FRANK MARROCCO: We'll
20 find that in a second.

21 MR. WILLIAM MCDOWELL: I think it's
22 14.24.

23 THE HONOURABLE FRANK MARROCCO: Do you
24 have 892? Yes. There it is, I think, Mr. McDowell.

25

1 CONTINUED BY MR. WILLIAM MCDOWELL:

2 MR. WILLIAM MCDOWELL: Right. So then
3 keep scrolling down. So 894, Councilor Gardhouse
4 asks:

5 "I don't know who Abby is. This
6 letter says to me Green Leaf/Bonwick
7 is the distributor for Sprung, and
8 they were using a sales pitch. They
9 then have three Sprungs in
10 Collingwood . Is Green Leaf
11 Bonwick?"

12 Ed Houghton replied:

13 "Bonwick is not involved. Abby is
14 Green Leaf. Talk to her, and she
15 can tell you the facts."

16 So when you were raising concerns about
17 actions being attributed to you and questions about
18 your integrity on this, is this the kind of thing you
19 were worried about?

20 MS. ABIGAIL STEC: Not really so much
21 the public thoughts. It was more in Green Leaf in --
22 in tune with what the -- the scope of work was for the
23 company.

24 MR. WILLIAM MCDOWELL: Right.

25 MS. ABIGAIL STEC: Sorry. Maybe I

1 misunderstood the question.

2 MR. WILLIAM MCDOWELL: No, no.

3 MS. ABIGAIL STEC: I don't understand
4 how the two fit, like how --

5 MR. WILLIAM MCDOWELL: Well, if the
6 question is, is Green Leaf Bonwick, and the answer is
7 Bonwick is not involved, is that an accurate answer?
8 Sorry?

9 MS. ABIGAIL STEC: No.

10 MR. WILLIAM MCDOWELL: And did
11 Councilor Gardhouse follow up with you and ask you
12 those questions?

13 MS. ABIGAIL STEC: No, he did not.

14 MR. WILLIAM MCDOWELL: You know
15 Councilor Gardhouse?

16 MS. ABIGAIL STEC: No, I don't.

17 MR. WILLIAM MCDOWELL: Were you aware
18 of this exchange between Councilor Gardhouse and
19 Mr. Houghton?

20 MS. ABIGAIL STEC: Not until I saw the
21 documents.

22 MR. WILLIAM MCDOWELL: But you saw
23 that in the Foundation Document.

24 MS. ABIGAIL STEC: Yes.

25 MR. WILLIAM MCDOWELL: So you were the

1 president of Green Leaf? Is that right?

2 MS. ABIGAIL STEC: Yes.

3 MR. WILLIAM MCDOWELL: So there are
4 some documents missing from 2013, I gather.

5 MS. ABIGAIL STEC: What kind of
6 documents?

7 MR. WILLIAM MCDOWELL: I guess
8 financial documents? Banking documents?

9 MS. ABIGAIL STEC: From Green Leaf?

10 MR. WILLIAM MCDOWELL: M-hm.

11 MS. ABIGAIL STEC: When I left
12 Green Leaf, I left everything there because
13 Mr. Bonwick's wife was thinking of stepping in and
14 doing something at Green Leaf. So I don't -- I -- all
15 of the documents were there when I left.

16 MR. WILLIAM MCDOWELL: Right. This
17 isn't the -- I'm not being prosecutorial when I ask
18 you this question.

19 MS. ABIGAIL STEC: No.

20 MR. WILLIAM MCDOWELL: But you don't
21 know where the documents are held or anything like
22 that?

23 MS. ABIGAIL STEC: No.

24 MR. WILLIAM MCDOWELL: Okay. And I
25 may have missed this on your examination-in-chief, but

1 you were asked a question about compensation with
2 respect to the BLT transaction with the Town. Right?

3 MS. ABIGAIL STEC: Yes.

4 MR. WILLIAM MCDOWELL: And you had
5 said that you didn't want to take any compensation?

6 MS. ABIGAIL STEC: Yes.

7 MR. WILLIAM MCDOWELL: And you said
8 that you were uncomfortable taking compensation?

9 MS. ABIGAIL STEC: I don't know that I
10 said I was uncomfortable.

11 MR. WILLIAM MCDOWELL: Well, were you?

12 MS. ABIGAIL STEC: Yes.

13 MR. WILLIAM MCDOWELL: Okay. And was
14 part of that because you thought there was something a
15 little off about how quickly this transaction had
16 happened?

17 MS. ABIGAIL STEC: Quite frankly, I
18 was quite blown away how fast it happened. But,
19 again, I -- I viewed that as a fee for providing the
20 sole source, which I didn't feel that should have gone
21 through Green Leaf.

22 MR. WILLIAM MCDOWELL: Right. So the
23 sole source was really what the fee was for --
24 right -- as far as you're concerned?

25 MS. ABIGAIL STEC: Among other lobby

1 activities, I guess?

2 MR. WILLIAM MCDOWELL: Right. But
3 that -- if you're looking at payment for an outcome,
4 that was the outcome that was valuable, is getting it
5 sole sourced?

6 MS. ABIGAIL STEC: It was a
7 performance fee, yes.

8 MR. WILLIAM MCDOWELL: Right. And
9 that was attributable to Mr. Bonwick and not to you.

10 MS. ABIGAIL STEC: Right.

11 MR. WILLIAM MCDOWELL: To the extent
12 that you were writing emails to people at BLT and to
13 the Town, they were emails that were largely dictated
14 by Mr. Bonwick?

15 MS. ABIGAIL STEC: Yes.

16 MR. WILLIAM MCDOWELL: Now, I took it
17 that you said you left your share of 20 percent of
18 that fee in the company.

19 MS. ABIGAIL STEC: Yes.

20 MR. WILLIAM MCDOWELL: Right. It was
21 a little different than saying you didn't want
22 compensation. You just left the compensation in the
23 company? Is that fair?

24 MS. ABIGAIL STEC: Yes.

25 MR. WILLIAM MCDOWELL: And this part I

1 know I missed if there was evidence about it. Did you
2 get your investment of 74,000 back out of the company
3 at some point?

4 MS. ABIGAIL STEC: I did not.

5 MR. WILLIAM MCDOWELL: Have you asked
6 for it out?

7 MS. ABIGAIL STEC: No, I have not.

8 MR. WILLIAM MCDOWELL: May I ask you
9 why not?

10 MS. ABIGAIL STEC: Um.

11 MR. WILLIAM MCDOWELL: Is it that you
12 think it would be futile to ask or...

13 MS. ABIGAIL STEC: Yes, I do. I can't
14 answer that. I don't -- I don't know. I guess I
15 was -- I was reluctant to ask for it.

16 MR. WILLIAM MCDOWELL: I just press
17 you a little bit about that. I mean, you made an
18 investment in the company. You did some hard work in
19 the company. Is that fair?

20 MS. ABIGAIL STEC: Absolutely.

21 MR. WILLIAM MCDOWELL: You had two (2)
22 months in which you weren't compensated at all.

23 MS. ABIGAIL STEC: More than that.

24 MR. WILLIAM MCDOWELL: More than that.
25 Aren't you entitled to \$74,000 back out?

1 MR. PAUL BONWICK: Your Honour, if I
2 may, I'm trying to follow the path of questioning in
3 terms of the relevance as it relates to the terms of
4 reference for part 2 of the Inquiry as to whether
5 Ms. Stec should or shouldn't be asking for years after
6 the fact.

7 I'm just really struggling with the
8 relevance of Mr. McDowell's questioning in its
9 entirety.

10 THE HONOURABLE FRANK MARROCCO: Why is
11 it relevant?

12 MR. WILLIAM MCDOWELL: Well, we have
13 this transaction involving BLT, Green Leaf. We know
14 who the principals of Green Leaf are. It'll be our
15 position that, in fact, the Town paid \$756,000 or more
16 in excess of what it should have by reason of the
17 involvement of Green Leaf, and this was done covertly.

18 Some of these answers -- I'm not
19 casting any aspersions on Ms. Stec -- but some of
20 these answers are just kind of curious, and I think
21 we're entitled to get to the bottom of them

22 And I might say that if you go way back
23 and you look at the Consortium Developments' case in
24 the Supreme Court of Canada, similar objections were
25 made to which the answer is, you know, the private

1 companies decided to get involved with the
2 municipality to the municipality's disadvantage.

3 A lot of what would ordinarily be
4 private becomes available for examination.

5 THE HONOURABLE FRANK MARROCCO: I'll
6 allow you to pursue it a little bit. But then, I
7 won't.

8 MR. WILLIAM MCDOWELL: Right.

9 THE HONOURABLE FRANK MARROCCO: So...

10 MR. WILLIAM MCDOWELL: All right.

11 THE HONOURABLE FRANK MARROCCO: We'll
12 go ahead.

13

14 CONTINUED BY MR. WILLIAM MCDOWELL:

15 MR. WILLIAM MCDOWELL: With that, I
16 just don't follow. To me, it's a perfectly legitimate
17 thing you should be able to ask for your investment
18 back.

19 MS. ABIGAIL STEC: Sorry. I -- I
20 agree that it's a legitimate ask, especially given
21 that Mr. Bonwick took out the money that he put into
22 Green Leaf.

23 I think the best answer that I give to
24 you is that this whole entire part of my career has
25 been exceptionally difficult, and I just wanted to

1 move on from Green Leaf.

2 MR. WILLIAM MCDOWELL: Fair enough.
3 You said at a couple points that if you had had more
4 confidence and more of a voice when these transactions
5 were happening that you would have resisted some of
6 the things that Mr. Bonwick asked you to do.

7 So can I just ask you if you could,
8 looking at it now when you have the confidence and
9 you're have the -- you're on the stand, is there
10 anything else you want to add to your evidence about
11 these matters?

12 MS. ABIGAIL STEC: I think from --
13 form my perspective, I don't believe that Green Leaf
14 was set up with any malice or -- or mal-intent. I
15 think it was convenient to be able to divert the
16 project to Green Leaf.

17 As far as my own perspective goes, I
18 was a brand -- I was brand new to the company. I was
19 a brand new partner. I was brand new -- I'd been
20 working in the educational sector for most of my
21 career.

22 I came to work to learn, and -- and
23 follow direction, and I did it to the best of my
24 ability, but looking back, I would have made different
25 choices.

1 (BRIEF PAUSE)

2

3 MR. WILLIAM MCDOWELL: It's -- it's
4 Wednesday. Those are our questions.

5 THE HONOURABLE FRANK MARROCCO: Thank
6 you. Mr. Bonwick...?

7 MR. FREDERICK CHENOWETH: Your Honour,
8 before we go further and move on from -- from My --
9 from My Friend Mr. McDowell -- and this doesn't arise
10 out of any of the questions that Mr. McDowell asked.
11 It probably arises from summer rust, but I quite
12 inappropriately forgot to cross this witness on one
13 (1) paragraph that's contained in -- in FD2, on which
14 he was director -- to which was directed by Inquiry
15 counsel.

16 Before we move further, I would ask for
17 indulgence to -- to ask this question in one (1) area
18 before we move on in -- from Mr. McDowell, in case it
19 raises any further questions in his mind.

20 THE HONOURABLE FRANK MARROCCO: I'll
21 allow you to do that, because out of inadvertence you
22 neglected to ask it, and then if questions -- if that
23 give rise -- gives rise to questions, then I'll deal
24 with it.

25

1 CONTINUED CROSS-EXAMINATION BY MR. FREDERICK
2 CHENOWETH:

3 MR. FREDERICK CHENOWETH: Thank you,
4 Your Honour. I appreciate the indulgence.

5 I wonder if we might look at paragraph
6 476 of FD2.

7

8 (BRIEF PAUSE)

9

10 MR. FREDERICK CHENOWETH: It would
11 appear that at 10:52 a.m. in the morning, on the 27th
12 of August, which is the day that the -- the
13 penultimate Council meeting occurred, you are rallying
14 the -- the troops, i.e., BLT, and -- and Sprung
15 representatives to a meeting to take place at 4:00
16 p.m. that evening, correct?

17 MS. ABIGAIL STEC: Correct.

18 MR. FREDERICK CHENOWETH: All right.
19 And there was a suggestion in the -- in the email to
20 coordinate final thoughts on the presentation for the
21 evening. And you've invited BLT and -- and Sprung
22 only, and the meeting was to take place at -- at 4:00
23 p.m.

24 The -- the phrase, "To coordinate final
25 thoughts in the presentation for this evening,"

1 doesn't make it clear what presentation the meeting is
2 going to be with respect to. The meeting is to take
3 place at 4:00 p.m., and as I understand it, there was
4 a presentation made that evening by Sprung, correct?

5 MS. ABIGAIL STEC: Correct.

6 MR. FREDERICK CHENOWETH: All right.
7 Do I -- is it -- is it possible, witness, that the
8 meeting at 4:00 p.m. was for the purpose of discussing
9 the presentation that those who were there were going
10 to make at that meeting that evening, i.e., the
11 presentation to be made by Mr. -- by Sprung on behalf
12 of Sprung and BLT?

13 MS. ABIGAIL STEC: Yes.

14 MR. FREDERICK CHENOWETH: Thank you.
15 In fact, if a meeting is taking place at 4:00 p.m. and
16 -- and it -- I seem to have learned through the course
17 of these proceedings that Council meetings generally
18 occur at I believe 5:00 p.m. on the evenings, that
19 they're -- that they take place, Mr. Houghton's
20 presentation would have been in the can, as it were,
21 and completed by 4:00 p.m. on that evening?

22 MS. ABIGAIL STEC: I would assume so.

23 MR. FREDERICK CHENOWETH: Thank you.
24 So that it's -- is it reasonable to assume that you
25 wouldn't be gathering to discuss Mr. Houghton's

1 presentation, you would be gathering to discuss the
2 presentation that was going to be made by Sprung on ==
3 behalf of Sprung and BLT that evening?

4 MS. ABIGAIL STEC: That's very
5 possible.

6 MR. FREDERICK CHENOWETH: I'll put it
7 to you that that, in fact, was the purpose of the
8 meeting? Is that correct?

9 MS. ABIGAIL STEC: I'm not disputing
10 that it's a possibility. I -- I just -- I don't
11 recall what -- if I've made a mistake, then I -- I may
12 have. But I don't know. It would make sense; what
13 you're laying out does make sense, yes.

14 MR. FREDERICK CHENOWETH: Thank you,
15 Your Honour. Those are my questions, and I apologize
16 for the -- the request arising from my inadvertence.

17 THE HONOURABLE FRANK MARROCCO: That's
18 fine. Thank you. Are there questions arising -- does
19 anyone who has already asked questions want to ask any
20 questions based on those questions?

21 MR. WILLIAM MCDOWELL: Hours of them.
22 No. Just -- I'm content.

23 THE HONOURABLE FRANK MARROCCO: All
24 right. Mr. Trudell, your position the same? Mr.
25 Marron...?

1 All right, Mr. -- Mr. Bonwick, before
2 you -- you start, and I'm not in any way trying to
3 rush you, give me some idea of how long you're going
4 to be because 4:30, and then in a perfect world, I
5 would like to complete the cross-examination, and let
6 Ms. Stec leave. But I -- it depends on how long you
7 might be. Any idea?

8 MR. PAUL BONWICK: Your Honour, I do
9 have a -- what time were we supposed to --

10 THE HONOURABLE FRANK MARROCCO:
11 There's no particular time. I can stay -- we can stay
12 as long as we want. I just wanted to get some sense
13 of it.

14 MR. PAUL BONWICK: I -- if I could
15 have a five (5) minute break, I think I could be done
16 by five o'clock, I think.

17 THE HONOURABLE FRANK MARROCCO: Well,
18 yeah. I'm not holding you to it. That's fine. We'll
19 take a five (5) minute break.

20 MR. PAUL BONWICK: Thank you.

21

22 --- Upon recessing at 4:37 p.m.

23 --- Upon resuming at 4:43 p.m.

24

25 THE HONOURABLE FRANK MARROCCO: Go

1 ahead, Mr. Bonwick.

2

3 CROSS-EXAMINATION BY MR. PAUL BONWICK:

4 MR. PAUL BONWICK: Thank you, Your
5 Honour, and thank you for your time today, Ms. Stec.
6 I know it's a stressful environment and --

7 MS. ABIGAIL STEC: You're welcome, Mr.
8 Bonwick.

9 MR. PAUL BONWICK: -- and dealing with
10 matters that occurred some years ago. It's -- it's
11 certainly been a -- a challenging situation to have to
12 deal with and I appreciate all the time you've given
13 it today.

14 When you spoke about coming on board
15 with Compenso or Green Leaf back in 2012 from exiting
16 or leaving the Pretty River Academy, you -- and I
17 don't want to misinterpret what you said, but you
18 indicated that you were excited about the opportunity,
19 if I understood you correctly, that you felt that
20 there was significant opportunities available to
21 pursue business interests through -- environmental
22 business interests through Green Leaf. Is that fair?

23 MS. ABIGAIL STEC: Not through Green
24 Leaf, through ISSI.

25 MR. PAUL BONWICK: Through ISSI --

1 MS. ABIGAIL STEC: Yes.

2 MR. PAUL BONWICK: -- and then

3 subsequently --

4 MS. ABIGAIL STEC: Absolutely.

5 MR. PAUL BONWICK: And then

6 subsequently through Green Leaf.

7 During your time working in the office,
8 would you describe when you were -- started working
9 there, and I get ISSI -- and really it became Green
10 Leaf because I don't think ISSI paid you, did they?

11 MS. ABIGAIL STEC: No.

12 MR. PAUL BONWICK: No. During your
13 time, I'm wondering if you could give the Inquiry a
14 sense of what the office environment was like in
15 collegial -- not collegial, positive, warm, cold,
16 harsh.

17 MS. ABIGAIL STEC: It was an excellent
18 atmosphere. We had tremendous respect for you and
19 your work and you treated me very well.

20 MR. PAUL BONWICK: Thank you. And if
21 we're throwing out accolades, you were a great person
22 to have in the office as well.

23 Moving beyond that though, at any time
24 did you ever find a situation where I was aggressive,
25 treated you poorly, acted in some bad manner towards

1 you?

2 MS. ABIGAIL STEC: No, never.

3 MR. PAUL BONWICK: It's interesting
4 Mr. Chenoweth has reflected on the fact that it's --
5 it's seven (7) years ago now and I think we all would
6 have made different choices knowing that the situation
7 as we find ourselves in today, but during that -- that
8 period of time, you've touched on the fact that Green
9 Leaf became involved in a number of different
10 initiatives. Is that fair?

11 MS. ABIGAIL STEC: Yes.

12 MR. PAUL BONWICK: Green Leaf took on
13 a significant investment in the pursuit or the
14 advancement of solar attic roof vents. Is that fair?

15 MS. ABIGAIL STEC: Correct.

16 MR. PAUL BONWICK: You informed the
17 Inquiry that whether the Centre of Excellence in
18 Pickering, Georgian College, I think the NRC in
19 Ottawa, we had three (3) or four (4) different
20 employees at different stages working on that file.

21 Is that your understanding as well?

22 MS. ABIGAIL STEC: Absolutely. I had
23 a huge scope of work with many files on the go.

24 MR. PAUL BONWICK: And we took kind of
25 an exhaustive approach to try to get that product to

1 market. Is that a fair statement?

2 MS. ABIGAIL STEC: Yes.

3 MR. PAUL BONWICK: We invested a
4 significant amount of money, whether it be through
5 purchasing and design of tooling. Is that a fair
6 statement?

7 MS. ABIGAIL STEC: Yes.

8 MR. PAUL BONWICK: We spent quite a
9 deal of money on marketing materials and packages to
10 help with home shows or garden centres and things of
11 that regard. Is that accurate?

12 MS. ABIGAIL STEC: Yes.

13 MR. PAUL BONWICK: We spent a fair
14 amount of money on wages in fairness, in trying to
15 promote the product, on people helping us promote the
16 product.

17 MS. ABIGAIL STEC: Yes.

18 MR. PAUL BONWICK: Green Leaf also
19 took on what I believed, and I think you were very
20 excited about it, but took on an initiative regarding
21 compost deodorizers. Do you recall that?

22 MS. ABIGAIL STEC: Yes.

23 MR. PAUL BONWICK: Do you recall that
24 in the pursuit of promoting compost deodorizers that
25 we also engaged testing facilities, engineers, to

1 demonstrate the quality of the product and the fact
2 that the product would work?

3 MS. ABIGAIL STEC: Yes.

4 MR. PAUL BONWICK: You were very
5 active in that, correct?

6 MS. ABIGAIL STEC: I was, yes.

7 MR. PAUL BONWICK: You'll recall then
8 that we purchased and invested a significant amount of
9 money in -- in buying product for the purposes of
10 distributing it, correct?

11 MS. ABIGAIL STEC: Correct.

12 MR. PAUL BONWICK: We also invested
13 significantly in compost -- get this right -- compost
14 bins?

15 MS. ABIGAIL STEC: Bins, yes.

16 MR. PAUL BONWICK: Bins. And
17 purchasing several hundreds of them for the purpose
18 again of -- of promoting them and marketing them,
19 correct?

20 MS. ABIGAIL STEC: Six hundred (600),
21 yes.

22 MR. PAUL BONWICK: You do remember
23 now, because I kind of don't. I was trying to get a
24 number there a couple of days ago and we were kind of
25 unsure.

1 We did things like -- went on the Home
2 Shopping Channel, again, promoted through packaging
3 and all sorts of creative things in order to try to
4 achieve success with that product?

5 MS. ABIGAIL STEC: Yes.

6 MR. PAUL BONWICK: I think we both
7 believed that the product would lend significant value
8 to the environment and the consumer at the end of the
9 day?

10 MS. ABIGAIL STEC: Yes.

11 MR. PAUL BONWICK: Would it be fair to
12 say that we both tried our best to get that product to
13 market?

14 MS. ABIGAIL STEC: Absolutely.

15 MR. PAUL BONWICK: But, at the end of
16 the day, the product wasn't successful. We weren't
17 able to -- to get uptake with the national carriers,
18 the Home Shopping channel, Home Depots, Loblaws, those
19 kinds of stores. Is that fair?

20 MS. ABIGAIL STEC: Correct.

21 MR. PAUL BONWICK: Is it fair to say
22 with the people or the promotion we did with waste
23 management companies, with other levels of government,
24 Simcoe County, that we weren't able to get uptake from
25 those kinds of companies, as well, despite our best

1 efforts?

2 MS. ABIGAIL STEC: Right. I think it
3 was a timing issue, but, yes.

4 MR. PAUL BONWICK: And so, in spite of
5 all the time and the investment that was made, the
6 reality was we just weren't successful with the
7 product?

8 MS. ABIGAIL STEC: Correct.

9 MR. PAUL BONWICK: Is it safe to say -
10 - or is it reasonable to say, or accurate, that in
11 fact the same held true with the solar vents despite
12 our best efforts, and by gosh we tried our darnedest,
13 but despite our best efforts, we were not able to get
14 market uptake, whether it be through Home Depots or
15 Canadian Tires or other large distributors, including
16 LDCs?

17 MS. ABIGAIL STEC: Correct. I think
18 the -- the technology become somewhat obsolete. And
19 there was a very short window of time where that would
20 have been a more profitable endeavour.

21 MR. PAUL BONWICK: Okay. There's been
22 some discussion -- I'll -- I'll maybe back up a little
23 bit.

24 Are you aware of the fact that it takes
25 a majority vote of council to make an acquisition of

1 the type that we're here discussing today?

2 MS. ABIGAIL STEC: Yes.

3 MR. PAUL BONWICK: Are you aware of
4 the fact that the council vote in the purchase of
5 these -- the aquatics facility and the arena was an
6 eight (8) to one (1) vote?

7 MS. ABIGAIL STEC: Yes.

8 MR. PAUL BONWICK: Do you feel that
9 your 20 percent share purchase of Green Leaf somehow
10 impacted that decision around the council table?

11 MS. ABIGAIL STEC: That's a good
12 question.

13 MR. PAUL BONWICK: Would any of the
14 councillors have known that you had purchased 20
15 percent of the shares and would it somehow impact them
16 to vote yes for a new aquatic --

17 MS. ABIGAIL STEC: Oh, no.

18 MR. PAUL BONWICK: That --

19 MS. ABIGAIL STEC: No.

20 MR. PAUL BONWICK: -- was the general
21 direction of the question. So, council would be
22 oblivious to the fact whether you bought 1 percent, 20
23 percent or any range in-between. It wasn't part of
24 their consideration.

25 Is that a fair statement?

1 MS. ABIGAIL STEC: Yes. And I don't
2 even know them --

3 MR. PAUL BONWICK: Thank you.

4 MS. ABIGAIL STEC: -- very few of
5 them.

6 MR. PAUL BONWICK: Do you think your
7 20 percent share that you purchased in Green Leaf had
8 some sort of impact on the executive management
9 committee, the work that was done leading up to the
10 recommendation to council?

11 MS. ABIGAIL STEC: No.

12 MR. PAUL BONWICK: Again, they
13 wouldn't know whether it was 1 percent, 20 percent.
14 It's just not part of their consideration.

15 So, it would reasonable to state then
16 that your ownership stake in Green Leaf -- Green Leaf
17 effectively had nothing to do with the actual decision
18 of, a) choosing BLT and Sprung to supply these
19 facilities and, b) that council chose to sole -- sole
20 source it based on information they received from
21 their staff?

22 MS. ABIGAIL STEC: Correct.

23

24 (BRIEF PAUSE)

25

1 MR. PAUL BONWICK: Would you agree
2 that Green Leaf was a relatively new entity or company
3 without a long history of -- of business practices?

4 MS. ABIGAIL STEC: Yes.

5 MR. PAUL BONWICK: And so, when --

6 MS. ABIGAIL STEC: Excuse me.

7 MR. PAUL BONWICK: -- you were being
8 questioned about is -- would this be the normal
9 business activity for the Company, there's really
10 nothing to measure that on because, in fairness, the
11 Company had only been operational for a short period
12 of time?

13 MS. ABIGAIL STEC: Correct. Plus the
14 fact that I came from a different sector in my career,
15 so I wasn't as familiar as say you would have been in
16 those terms.

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: You'll be somewhat
21 familiar, having been in Collingwood for arguably the
22 last twenty (20) or thirty (30) years now?

23 MS. ABIGAIL STEC: Three (3), I
24 believe.

25 MR. PAUL BONWICK: Sorry, you're --

1 you've -- how long have you been in Collingwood for?

2 MS. ABIGAIL STEC: Twenty-three (23)
3 years.

4 MR. PAUL BONWICK: Twenty-three (23)
5 years. So, you would be -- would you be very aware of
6 the history of multi-use facilities and the various
7 proposals that have taken place over that period of
8 time?

9 MS. ABIGAIL STEC: Yes.

10 MR. PAUL BONWICK: Are you aware of
11 the fact that there was an approved multi-use facility
12 with an estimated value of \$24 million that was
13 proposed and approved to move forward on the edge of
14 Collingwood? I believe it's Fisher Field.

15 MS. ABIGAIL STEC: Yes. I was -- I
16 coached both Trailblazer basketball in Collingwood,
17 and soccer, as well, too, so I was made aware of that
18 during the times when I was involved.

19 MR. PAUL BONWICK: And the commission
20 knows, based on your earlier testimony, that you were
21 certainly familiar with the fact that there was also
22 another 34 or 35 million, depending on whom you speak
23 with, multi-use facility being proposed to Collingwood
24 council?

25 MS. ABIGAIL STEC: Yes.

1 MR. PAUL BONWICK: Would you be aware
2 that there was extensive efforts by those involved
3 with 34, \$35 million facility to get council to move
4 in that direction by way of a sole source?

5 MS. ABIGAIL STEC: Yes. My
6 understanding of that, that it was -- at the time,
7 there was no infrastructure funding available. So, it
8 would have been difficult to -- to meet the financial
9 requirements to facilitate that project at that time.

10 MR. PAUL BONWICK: And thank you for
11 that information. But more specifically to the --
12 advancing the proposal, the committee wasn't advancing
13 -- or the proponents weren't advancing three (3) or
14 four (4) different scenarios, or three (3) different
15 scenarios, if I understood it correctly, they were
16 advancing one (1) scenario.

17 It would have been a sole source
18 scenario where in fact the property identified as the
19 YMCA property would be the beneficiary of a \$34
20 million expansion, or something to that effect.

21 Is that your understanding?

22 MS. ABIGAIL STEC: My understanding
23 was the project was being proposed. I was not aware
24 that it was being proposed as a sole source.

25 MR. PAUL BONWICK: Okay. When -- when

1 you took an ownership position in Green Leaf, do you
2 recall the discussions about you taking the lead with
3 Green Leaf because, to your point, and you commented
4 it -- on it earlier in your testimony, I had a lot of
5 things on the go with Compenso, several different
6 clients, travelling out of the office most of the
7 time?

8 And so, would you agree that the idea
9 of you becoming a partner was for the purpose of
10 taking a lead role with Green Leaf simply because I
11 wouldn't have the time and, quite frankly, the
12 expertise necessarily?

13 MS. ABIGAIL STEC: Yes. But in saying
14 that, we -- that was my understanding before I became
15 a partner, as well, too. I was --

16 MR. PAUL BONWICK: Right.

17 MS. ABIGAIL STEC: I was the lead
18 because you were busy with Compenso, so.

19 MR. PAUL BONWICK: And during that
20 period of time, again, we worked very well together.
21 If you needed support or --

22 MS. ABIGAIL STEC: Absolutely.

23 MR. PAUL BONWICK: Right. The -- when
24 you became a partner then, it -- I would hope it would
25 come as no surprise.

1 If I'm not going to be the active lead
2 on the Company because I'm tied up with matters
3 related to Compenso, that you would become the senior
4 person, president of the Company simply by the virtue
5 of the reality that you're the person that's going to
6 be taking the lead, recognizing that I'm going to be
7 tied up with other matters?

8 MS. ABIGAIL STEC: Yes.

9 MR. PAUL BONWICK: When we met with
10 Mr. Shaw to finalize these arrangements, did you ever
11 raise a concern about taking on that position with me?
12 I don't recall but --

13 MS. ABIGAIL STEC: No, I did not.

14 MR. PAUL BONWICK: Okay. You're being
15 asked about the language in the engagement agreement,
16 and I should back up a little bit.

17 Your Honour, I apologize. This is
18 going to take a bit longer than I thought, so it's
19 five minutes to 5. Do you want me to keep going or...

20 THE HONOURABLE FRANK MARROCCO: Yeah.
21 Keep -- let's keep going and --

22 MR. PAUL BONWICK: Thank you. In a
23 perfect world, we can finish off with Ms. Stec today,
24 and she can get back to her --

25 MS. ABIGAIL STEC: That would be

1 wonderful.

2 THE HONOURABLE FRANK MARROCCO: Yeah.

3 Go ahead and ask the question.

4 MR. PAUL BONWICK: Okay. Thank you.

5

6 CONTINUED BY MR. PAUL BONWICK:

7 MR. PAUL BONWICK: So I'm jumping

8 around here because I wasn't thinking I was going to

9 get to deal with her today. I want to reflect back --

10 sorry to counsel, and I apologize for jumping around a

11 little bit here.

12 I'll maybe finish off with the

13 Paul Shaw stuff. When we met with Paul Shaw regarding

14 the engagement contract with BLT, we had no previous

15 history with BLT or Green Leaf didn't. Correct?

16 MS. ABIGAIL STEC: Correct.

17 MR. PAUL BONWICK: As a shareholder in

18 the company and president of the company, did it make

19 sense to you that in dealing with a company we had no

20 history with that we would engage a lawyer to make

21 sure that the lawyer included language to make sure we

22 were fully protected?

23 MS. ABIGAIL STEC: Yes.

24 MR. PAUL BONWICK: And nothing

25 derogatory about BLT at all. Just we didn't have any

1 history with them.

2 And so I think, in fairness, would you
3 agree that Mr. Shaw was engaged to ensure that Green
4 Leaf was well protected in terms of entering into this
5 agreement?

6 MS. ABIGAIL STEC: Yes.

7 MR. PAUL BONWICK: When we met with
8 Green Leaf (sic) -- and I think future testimony will
9 have an opportunity to expand on that meeting in a
10 fairly significant manner by way of me and Mr. Barrows
11 (sic) and others -- but when we met in Toronto with
12 BLT, when we walked out of that meeting, did you feel
13 very good about it?

14 MS. ABIGAIL STEC: Yes.

15 MR. PAUL BONWICK: Do you recall when
16 we met with them and you said you -- sorry -- you said
17 you couldn't recall whether or not I informed the BLT
18 team that my sister was the mayor?

19 MS. ABIGAIL STEC: Yes. I couldn't
20 remember whether you had or not.

21 MR. PAUL BONWICK: Okay. Do you
22 recall me approaching or discussing the matter on sort
23 of two (2) parallel paths?

24 And I would say the two (2) parallel
25 paths are, first and foremost, the ability to garner

1 support for the acquisition of the facilities; the
2 second part would have been the sole sourcing.

3 Do you recall sort of those two (2)
4 trains of discussion during the meeting?

5 MS. ABIGAIL STEC: Can you please
6 describe the acquisition?

7 MR. PAUL BONWICK: The municipality
8 acquiring, at the end of the day, the aquatics
9 facility --

10 MS. ABIGAIL STEC: Okay.

11 MR. PAUL BONWICK: -- and the arena.

12 MS. ABIGAIL STEC: Yes.

13 MR. PAUL BONWICK: And so would you
14 recall me speaking to them in terms of, first and
15 foremost, if you're going to be successful with
16 municipal Council that you're going to have to
17 demonstrate beyond a shadow of a doubt that what
18 you're providing is a top quality product that will
19 service the needs of the residents? Do you recall
20 that?

21 MS. ABIGAIL STEC: Yes.

22 MR. PAUL BONWICK: Do you recall me
23 talking to them about the next thing being
24 affordability and telling them a little bit about the
25 history? And so \$34 million on the table right now;

1 \$24 million on the table in the past. Neither one
2 seemed to be getting a lot traction.

3 Do you recall me talking about the fact
4 that they need to make sure that it's, from a
5 financial perspective, palatable for the Council?

6 MS. ABIGAIL STEC: Yes.

7 MR. PAUL BONWICK: Do you recall me
8 talking about the fact that Councils of the day -- and
9 fortunately and kudos to this one -- Councils of the
10 day were becoming more and more enamoured or engaged
11 in matters related to environmental impact?

12 And so they needed to -- in my
13 suggestion or the general discussion was present
14 something that had a, for lack of a better
15 description, green characteristics to the proposal?

16 MS. ABIGAIL STEC: Yes.

17 MR. PAUL BONWICK: You recall that.
18 And if you'll recall -- and please confirm, or if you
19 don't , let me know -- was the fourth thing that we
20 discussed centred around making it as easy as
21 possible, keeping it as less or least complicated as
22 possible when you're making your proposal.

23 And the discussion would have centred
24 around things like we'll do it for this money; we'll
25 do it for this much time. And when the director of

1 the aquatics facility shows up eleven (11) months or
2 fourteen (14) months from now, they'll turn a lock in
3 the key, and they'll jump in the swimming pool.

4 Do you remember the context about we
5 need to -- in making a presentation to Council, you
6 need to make it as seamless as possible and as easy
7 for them to support as possible?

8 MS. ABIGAIL STEC: Yes. We talked
9 about a turn -- a turnkey proposal.

10 MR. PAUL BONWICK: Fair. That's how I
11 recall it as well.

12 And so there was a lot of discussion
13 that took place about those four (4) things in terms
14 of how they needed to position themselves to be
15 successful. Fair?

16 MS. ABIGAIL STEC: Yes, fair.

17 MR. PAUL BONWICK: Then we spoke about
18 the sole source option and recognizing where Council
19 was in its term. Do you recall that?

20 MS. ABIGAIL STEC: Last year, I
21 believe.

22 MR. PAUL BONWICK: Sorry. Right. And
23 I'm -- but I'm talking to -- more about the context of
24 the sole source. If you recall, we had some
25 discussion about that.

1 MS. ABIGAIL STEC: Yes.

2 MR. PAUL BONWICK: And do you recall
3 during that meeting the vast majority of the time was,
4 of course, spent on those four (4) items I just
5 discussed? Would you agree with that?

6 MS. ABIGAIL STEC: Yes.

7 MR. PAUL BONWICK: The discussion
8 surrounding the sole source, do you recall me
9 suggesting that's really, to the largest extent, an
10 exercise within the governance structure of the
11 municipality?

12 And you can't be sure whether -- or
13 whether they can or whether they can't do that. It
14 would be great if they could, but at the end of the
15 day, you need to be prepared to sort of be in this for
16 the longer haul if in fact they can't.

17 Do you recall that discussion?

18 MS. ABIGAIL STEC: Yes.

19 MR. PAUL BONWICK: And so with that
20 understanding in mind -- and I'm sort of following up
21 on Mr. McDowell's questions -- did you ever get the
22 sense at any point during that meeting that I had
23 given the BLT team some false sense of expectation
24 that we were able to or I was able to deliver a sole
25 source?

1 MS. ABIGAIL STEC: You didn't
2 guarantee it. No.

3 MR. PAUL BONWICK: You -- we've had
4 some discussion about nature of the fee and how we
5 arrived on it.

6 To be clear, you said that you
7 understood from me right from the get go that any fee
8 we were going to collect was going to come from BLT
9 full stop. Is that your understanding?

10 MS. ABIGAIL STEC: Yes.

11 MR. PAUL BONWICK: At any time, did I
12 suggest that should Green Leaf become engaged that
13 funds be directed from the Town of Collingwood to
14 Green Leaf or from the Town of Collingwood to BLT and
15 then to Green Leaf?

16 MS. ABIGAIL STEC: No.

17 MR. PAUL BONWICK: I just want to
18 touch on the NDA issue as well. I think you've
19 satisfied the hearing or the Commission that you
20 believe that to be standard business practice. Fair?

21 MS. ABIGAIL STEC: Yes.

22 MR. PAUL BONWICK: The NDA did not
23 preclude either party -- is it your understanding the
24 NDA did not preclude either party from making people
25 aware that they were working together? Correct?

1 MS. ABIGAIL STEC: I don't recall the
2 details of -- of the agreement.

3 MR. PAUL BONWICK: Clearly, it didn't
4 because you had engagement with the municipality, and
5 they were aware of the fact that Green Leaf was
6 working with BLT. And so by the very virtue or the
7 fact that happened, it didn't preclude us or Green
8 Leaf being involved in any kind of public way.

9 Would you agree that the NDA protects
10 both parties -- more generally speaking BLT -- from
11 restricting you or me taking any information that we
12 might gather -- based on the Sprung design, based on
13 how they build the Sprung design, based on their
14 construction costs -- and sharing that with somebody
15 else that could either be a competitor or somebody
16 that's an opponent to this particular initiative?

17 The protection from the NDA is really
18 talking about -- is -- is a safeguard to stop us and
19 them, to some degree, but us really from sharing any
20 information that we might garner through our various
21 meetings, emails, phone calls, whatever the case might
22 be.

23 Is that your understanding of an NDA?

24 MS. ABIGAIL STEC: I can't say that's
25 my understanding of it. I really just have to go back

1 to the -- the comment that I said earlier, that I
2 thought it was a standard document.

3 In my mind, that would protect both --
4 both companies from their sort of company secrets.
5 That was my -- my basic understanding. I hadn't had a
6 lot of experience with NDAs.

7 MR. PAUL BONWICK: I don't recall, but
8 I have absolutely no doubt in my mind if I -- you said
9 I asked you to copy Ed on the work plan. That's the
10 email that you sent. And you'll recall he responded
11 back with --

12 MS. ABIGAIL STEC: Yes.

13 MR. PAUL BONWICK: I think you said
14 this to me in error. Well, I don't recall you calling
15 me and saying, hey, I just got this back from Ed, what
16 should I do. I have little doubt that I would have
17 said just let him know that it was sent to him in --
18 in error. I may have very well did that.

19 But I want to go a little further in
20 this. Did Mr. Houghton call you and ask you to send
21 him an email saying anything after that fact?

22 MS. ABIGAIL STEC: No.

23 MR. PAUL BONWICK: So, he was
24 oblivious to the fact that you and I had sent a second
25 email saying, hey, sorry, sent it to you in error, it

1 should have gone to somebody else, fair?

2 MS. ABIGAIL STEC: From my
3 perspective, yes.

4 MR. PAUL BONWICK: Right.

5

6 (BRIEF PAUSE)

7

8 MR. PAUL BONWICK: Going back to the
9 Green Leaf various initiatives that we undertook
10 during your time there, it's fair to say then that
11 there was a very, very significant amount of money
12 invested in the development and marketing of the solar
13 vent, the developing and marketing of the green bit --
14 or the green bin program or the compost deodorizer,
15 sorry.

16 I mean, we did everything we possibly
17 could, including backing it up with a very significant
18 amount of money in order to make them successful,
19 correct?

20 MS. ABIGAIL STEC: Yes.

21 MR. PAUL BONWICK: And, unfortunately,
22 at the end of the day, we weren't successful with
23 either one (1) of them. And there's maybe a host of
24 different reasons regarding timing, no program
25 support.

1 I mean, we could, I -- I think in
2 hindsight, find lots or reasons, but I simply make the
3 point that there was a significant investment in time
4 and in money in trying to advance those projects and,
5 unfortunately, they weren't successful?

6 MS. ABIGAIL STEC: Correct.

7 MR. PAUL BONWICK: Do you recall while
8 we were going through this exercise -- or at the
9 conclusion of the exercise with BLT once the town of
10 Collingwood had voted eight (8) to one (1) to sole
11 sour -- or to purchase these through a sole source
12 provision, do you recall us being very excited leading
13 up to this and post this transaction about the
14 opportunity for Green Leaf to play a key role in
15 taking this model to other communities?

16 MS. ABIGAIL STEC: Yes.

17 MR. PAUL BONWICK: Do you recall us
18 having discussions about the financial challenges many
19 municipalities across Ontario face in light of the
20 demands being made by their citizens for things like
21 recreational -- recreational facilities?

22 MS. ABIGAIL STEC: Yes.

23 MR. PAUL BONWICK: Were you -- were
24 you of the same mind as me that BLT and Sprung had
25 created a very unique turnkey product that could

1 satisfy the needs of many of these communities?

2 MS. ABIGAIL STEC: Yes. It was my
3 understanding that there was a sort of a -- a wave of
4 activity happening across Canada starting with -- with
5 Vancouver and that municipal buildings in Vancouver
6 had to be at least a gold -- elite gold standard.

7 And it was my hope that that would
8 filter across Canada and that there may be some
9 opportunities there for not just municipalities but
10 more surge in environmental green building.

11 MR. PAUL BONWICK: Right. And
12 certainly, that's your passionate area, most
13 definitely.

14 But my question is centred more around
15 the fact that as we started to immerse ourselves in
16 this particular matter, was there not a level of
17 excitement or belief in both our minds that should it
18 be successful, this was a model that you could import
19 to other communities and effectively not just become a
20 Sprung building representative but a representative of
21 taking this model to other communities? Am I accurate
22 in making that statement?

23 MS. ABIGAIL STEC: Yes.

24 MR. PAUL BONWICK: So you can
25 appreciate my surprise -- and I say that I'm not

1 surprised based on how this thing's unfolded based on
2 the CBC coverage and having read the docs now -- but
3 to hear that you didn't have a comfort level with
4 Green Leaf taking the lead on this in hindsight.

5 But during that period of time, it was
6 my understanding that we were both really excited
7 about the fact that Green Leaf was, in fact, going to
8 take this model and try to get communities all across
9 Ontario to engage in it.

10 And part of that would have certainly
11 have been a stronger environmental component. So I
12 just wanted to reflect on what we had as a dream or as
13 a vision and how we thought this thing was going to be
14 very exciting for other communities as well.

15 I think you answered this, but I'm
16 going to ask it just so it's clear in my notes: At
17 any time, did you lobby any member of Council to vote
18 in support of purchasing the aquatics facility and the
19 arena or, subsequently or earlier, sole sourcing it?

20 At any time, did you have any lobby
21 efforts with any member of Council?

22 MS. ABIGAIL STEC: As I mentioned
23 before, I did meet with Rick Lloyd at that one
24 meeting. It was not a lobbyist-type meeting. It was
25 a -- it was an information sharing.

1 So no, I absolutely did not.

2 MR. PAUL BONWICK: And I recall
3 sitting in on that meeting as well.

4 You've reflected on the fact that you
5 were in the office a great deal more than I was, which
6 I would agree or concur entirely. I -- again, you
7 knew that I traveled around a lot based on the client
8 needs for Compenso.

9 Do you recall me having or hosting
10 members of Council into the office to discuss this
11 acquisition of the aquatics facility or the arena?

12 MS. ABIGAIL STEC: No, I don't.

13 MR. PAUL BONWICK: You're an active
14 member of the community. You do a lot of good work in
15 the community, and I couldn't be more proud of the
16 work you're doing with Elephant Thoughts.

17 Do you remember the work that Compenso
18 did for Elephant Thoughts?

19 MS. ABIGAIL STEC: Yes.

20 MR. PAUL BONWICK: Do you recall me
21 hiring a writer to help build a business model for
22 Elephant Thoughts?

23 MS. ABIGAIL STEC: Yes.

24 MR. PAUL BONWICK: Do you recall me
25 meeting with Elephant Thoughts on many occasions to

1 help -- to help this business model to a level that
2 would help in terms of securing Federal and provincial
3 funding across the country?

4 MS. ABIGAIL STEC: My understanding
5 was a report was created, and it had to do with the
6 good work that Elephant Thoughts had undertaken to
7 increase the graduation rates of Indigenous youth
8 across Canada.

9 And Compenso was -- was very
10 instrumental in putting a report together that helped
11 us in -- in the future with -- with some connections
12 that we made in the future. Yes.

13 MR. PAUL BONWICK: Do you recall what
14 we charged them for that?

15 MS. ABIGAIL STEC: I don't think you
16 did.

17 MR. PAUL BONWICK: Thank you. It
18 leads me to the good work you have done in the
19 community. You were in rotary for many years, as I
20 understand it?

21 MS. ABIGAIL STEC: Yes.

22 MR. PAUL BONWICK: You're -- you've
23 been active in sports while your boys were growing up?

24 MS. ABIGAIL STEC: Yes.

25 MR. PAUL BONWICK: I ask you to

1 reflect back now as you go by the aquatics facility or
2 I don't know if you go by the new arena or not, move
3 aside the Inquiry and the -- some of the media
4 coverage, do you think that the Town of Collingwood
5 made a good decision in purchasing the aquatics
6 facility and the arena?

7 MS. ABIGAIL STEC: I think the
8 facilities are incredible. I am -- I was and still am
9 very -- very happy that the -- the community was --
10 was able to secure these facilities.

11 I was there the day the pool opened,
12 when the first kids jumped in, and I -- I thought it
13 was amazing.

14 I also work with the Elephant Thoughts
15 in conjunction with the environment network when --
16 the Collingwood Youth Centre, and we are actually
17 operating the canteen out of the arena now.

18 And -- yeah -- very, very happy with
19 the facilities.

20

21 (BRIEF PAUSE)

22

23 MR. PAUL BONWICK: Your Honour, that
24 ends my questions.

25 THE HONOURABLE FRANK MARROCCO: Thank

1 you, Mr. Bonwick.

2 MR. PAUL BONWICK: Thank you,

3 Ms. Stec.

4 THE HONOURABLE FRANK MARROCCO: Any

5 re-examination?

6 MS. KATE MCGRANN: No, Your Honour.

7 THE HONOURABLE FRANK MARROCCO: All

8 right. Ms. Stec, thank you very much for your

9 attendance.

10 MS. ABIGAIL STEC: Thank you.

11 THE HONOURABLE FRANK MARROCCO: Very

12 helpful.

13

14 (WITNESS STANDS DOWN)

15

16 THE HONOURABLE FRANK MARROCCO:

17 Tomorrow, we can -- I think we can start -- I would

18 see no reason not to start at 10:00. Is that

19 convenient for everybody? Ten o'clock.

20 MR. WILLIAM MCDOWELL: Yes. Thanks.

21

22 --- Upon adjourning at 5:22 p.m.

23

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2 Certified Correct,

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7 Wendy Woodworth, Ms.

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