



“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 13th, 2019

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APPEARANCES

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George Marron) For Sandra Cooper
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1 --- Upon commencing at 10:09 a.m.

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RON MARTIN, Sworn

4

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

6

MS. KATE MCGRANN: Good morning, Mr.

7 Martin.

8

MR. RON MARTIN: Morning.

9

MS. KATE MCGRANN: Let me start with

10 some questions about your -- your background and your

11 work experience. You started working for the Town in

12 1985?

13

MR. RON MARTIN: Correct.

14

MS. KATE MCGRANN: And you worked for

15 the Town through to your retirement in 2015?

16

MR. RON MARTIN: Yes.

17

MS. KATE MCGRANN: I understand that

18 you have a background in architecture. Would you

19 provide us with a brief summary of your work

20 experience in that regard?

21

MR. RON MARTIN: Yes. I -- I attended

22 George Brown College many years ago, in the

23 architectural technology program. After graduating, I

24 worked in various architects' offices from up until --

25 basically up until 1985, when I joined the Town.

1 My last architectural office was here
2 in Collingwood, and actually, one (1) of our last
3 projects was the renovations of this building. So
4 yeah, that's basically my architectural background.

5 MS. KATE MCGRANN: For approximately
6 how many years were you working in architectural
7 offices before you joined the Town?

8 MR. RON MARTIN: I graduated in --
9 about fifteen (15) years.

10 MS. KATE MCGRANN: In or around the
11 early 2000s, you took on a role of the Town's deputy
12 chief building official. What were you responsible
13 for in that role?

14 MR. RON MARTIN: As the deputy chief,
15 I was obviously responsible for filling in for the
16 chief in -- in his absence, as well as sort of the
17 standard building department duties, plan review, site
18 inspections, documents. Basically everything that --
19 everything that sort of goes through a building
20 department I was -- I was involved with.

21 MS. KATE MCGRANN: During the time
22 that you worked for the Town, do you recall the Town
23 ever proceeding by way of a sole-source procurement to
24 make a purchase?

25 MR. RON MARTIN: They -- they may

1 have, but as far as the building -- capital building
2 projects, I -- I'm not aware of any other projects,
3 no.

4 MS. KATE MCGRANN: We understand that
5 you had involvement in the construction projects for
6 the pool and arena, and I'll come to that in a second.
7 But other than those projects, did you have any
8 experience with Town construction projects before
9 those two (2) buildings were put up?

10 MR. RON MARTIN: Yes, I was involved
11 with the recon -- the reconstruction, basically, the
12 new station museum building, project manager on the
13 library building, the new library building. Sort of
14 concurrently with the arena and pool building, I was
15 the project manager on the new fire hall. I was also
16 the construction manager for the curling club
17 renovations. That was my last project.

18 MS. KATE MCGRANN: In your role as
19 project manager, what was -- what were your
20 responsibilities as project manager for the -- the
21 projects you identified?

22 MR. RON MARTIN: As the project
23 manager, first of all, I was appointed by Council as
24 the project manager, and then I was involved really
25 from the -- I'll -- I'll use the library probably for

1 example. I was involved kind of in -- in the initial
2 stages of the concept of -- with Council, would they
3 proceed, and why would they proceed with building a
4 new library, and that was obviously, at the time to
5 replace one that was too small, and had to be
6 replaced.

7 So I was involved with the initial
8 meetings with the library board at the time, with
9 Council, sort of going through the conceptual ideas.
10 What do we need? And then that sort of went on to,
11 okay we've decided this is what we would like to do.
12 What would be the budget implications of doing that?

13 That was back-and-forth with Council,
14 ultimately making presentations to Council to -- for
15 their approval to proceed with the project, based on
16 all that information, and a budget.

17 Then I was involved with the tendering
18 process, the RFP, to select -- to the appropriate
19 professionals to work on the project, architects and
20 engineers. Then worked with the successful firms that
21 were -- were retained to sort of develop the
22 construction documents and drawings. Then the
23 tendering process, the standard tendering process.
24 The review of the submitted tenders. Back to Council
25 with recommendations of who the contractor should be

1 awarded to.

2 And then I was involved after that with
3 the standard -- sort of as the liaison between the
4 Town Council, the contractor, the library board during
5 the construction process through to final completion.

6 MS. KATE MCGRANN: So you -- you
7 mentioned that you were involved from the inception of
8 the project. In your experience, was it to the Town's
9 benefit to have you involved from that early point in
10 the project throughout the entire life of it?

11 MR. RON MARTIN: I hope so.

12 MS. KATE MCGRANN: What -- what
13 benefits do you think --

14 THE HONOURABLE FRANK MARROCCO: I -- I
15 would have been shocked if you said no.

16 MR. RON MARTIN: Exactly. I think it
17 was wonderful.

18

19 CONTINUED BY MS. KATE MCGRANN:

20 MS. KATE MCGRANN: Why? Why was it
21 good for you to be involved --

22 MR. RON MARTIN: No, I -- I think --

23 MS. KATE MCGRANN: -- from the
24 beginning?

25 MR. RON MARTIN: -- I think for

1 consistency and for Council's information, for whether
2 it's me or anybody else, really. When you -- when you
3 have a background of why are we doing this in the
4 first place, and then following it through right to
5 basically final occupancy, certainly, anyone would
6 have a better understanding of -- of the whole picture
7 of the project.

8 MS. KATE MCGRANN: I'm going to ask
9 that you be shown on the screen in front of you
10 paragraph 154 of the Foundation Document. And we're
11 turning now from your background and experience to --
12 to discussions about potential construction projects
13 in June of 2012.

14 MR. RON MARTIN: M-hm.

15 MS. KATE MCGRANN: If you look at this
16 paragraph, it describes an email exchange that you had
17 with then deputy mayor Rick Lloyd on June 12th, 2012.
18 In that email chain, you were discussing an ongoing
19 tender process for a different project, but within the
20 chain, you wrote to Mr. Lloyd:

21 "What happened with the arena? Are
22 we going to build a nice little one,
23 as you and I talked about? We could
24 have it out for tender by the end of
25 the year."

1 And then in brackets, you wrote,
2 "Kidding."

3 And Deputy Mayor Lloyd responds to you:
4 "Yes, I think that is the direction
5 we will be heading, maybe just cover
6 the existing outdoor rink."

7 MR. RON MARTIN: M-hm.

8 MS. KATE MCGRANN: My first question
9 for you is, what kind of a relationship did you have
10 with Mr. Lloyd in June 2012?

11 MR. RON MARTIN: It was good, a good
12 relationship.

13 MS. KATE MCGRANN: You're -- you
14 obviously had a professional relationship. Did you
15 have a relationship outside of work?

16 MR. RON MARTIN: M-hm. Yeah. Deputy
17 Mayor's been a good friend for decades, both in and
18 out of Council.

19 MS. KATE MCGRANN: Looking at this
20 email in which you're discussing -- you indicate
21 you're kidding, but building a -- a nice little one,
22 and having it out to tender, were you having
23 discussions with Deputy Mayor Lloyd about potential
24 options for recreational facilities for the Town at
25 this time?

1 MR. RON MARTIN: I think I was. I
2 think what this referred to is at the time, you know,
3 the -- certainly, it was -- when was this was in June.
4 So certainly, a discussion about the -- Sprung or
5 these -- is going around, and I think he and I
6 probably had some discussion about -- I think we did,
7 about conventional bricks and mortar construction
8 versus wrong concept, I guess.

9 MS. KATE MCGRANN: Did you have a
10 sense from the discussions that you were having with
11 him in June as to whether he had a -- a view on which
12 would be better for the Town?

13 MR. RON MARTIN: I think he was pretty
14 clear. I think it his -- his version was the Sprung
15 project. I think it was always his -- his proposal,
16 his idea, and he was pretty adamant that -- or he was
17 pretty supportive that that's the direction the Town
18 should go.

19 MS. KATE MCGRANN: I'm going to turn
20 now to some questions about work that the Town Council
21 and staff were doing through the summer of 2012 in
22 relation to potential recreation facilities.

23

24

(BRIEF PAUSE)

25

1 MS. KATE MCGRANN: If we could to
2 paragraph 950 of the Foundation Document.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: This paragraph
7 describes a vote that Council took at the July 16th,
8 2012 Council meeting.

9 MR. RON MARTIN: M-hm.

10 MS. KATE MCGRANN: And unfortunately,
11 because of the way it's set up, you can't see the
12 whole thing at once, but you can see that a -- a
13 motion was passed eight (8) to one (1). And if we
14 could scroll down, we can see that Council voted eight
15 (8) to one (1) to direct staff to pursue two (1)
16 recommended options, and develop a project timeline
17 and detailed estimates to be brought back to Council
18 no later than August 27th, 2012.

19 The first option was to construct a
20 single-pad arena that could be phased into a double
21 pad. The second option was to enclose the outdoor
22 pool with a fabric building. We do see that -- that
23 staff deliver a -- a report to Council in advance of
24 the August 27th meeting in response to this direction.

25 Were you involved in the work that

1 staff did to follow Council's direction to look at
2 these two (2) options?

3 MR. RON MARTIN: No.

4 MS. KATE MCGRANN: During the time
5 between the July 16th, 2012, meeting and the August
6 27th, 2012, meeting, and really more generally at any
7 point before you became involved in this project, were
8 you aware that Paul Bonwick, Abby Stec, or Green Leaf
9 were doing work in relation to recreation facility
10 options for the Town?

11 MR. RON MARTIN: I think I heard their
12 names, but I don't know in what capacity or anything
13 of that kind.

14 MS. KATE MCGRANN: Do you remember
15 anything about the context in which you -- you heard
16 their names or -- or what you heard about them?

17 MR. RON MARTIN: (NO AUDIBLE
18 RESPONSE).

19 THE HONOURABLE FRANK MARROCCO: Mr.
20 Martin, you -- you have to say "yes" or "no" so the
21 transcript captures your answer.

22 MR. RON MARTIN: Oh, sorry.

23 THE HONOURABLE FRANK MARROCCO: If you
24 just shook your head --

25 MR. RON MARTIN: Oh, I'm sorry.

1 THE HONOURABLE FRANK MARROCCO: -- it
2 wouldn't get caught on the transcript.

3 MR. RON MARTIN: Yeah. No, no, no.
4 Sorry, what was the ques -- well, the answer was I
5 think no, but...

6
7 CONTINUED BY MS. KATE MCGRANN:

8 MS. KATE MCGRANN: The question was,
9 do you remember anything about the context in which
10 you heard their names?

11 MR. RON MARTIN: No, no, no.

12 MS. KATE MCGRANN: Do -- your
13 recollection of hearing their names, do you recall if
14 you heard it -- heard their names in connection with
15 the recreational facilities or more generally in --

16 MR. RON MARTIN: If I could, I think
17 hearing their names was probably media, blogs,
18 something like that. It wasn't any -- as I recall,
19 there was no direct conversation about Mr. Bonwick or
20 his company and Sprung.

21 It was kind of sort of general
22 knowledge I think in the community that they may have
23 had some involvement with it, but I definitely didn't
24 know to what extent or whether it was official or
25 anything like that.

1 MS. KATE MCGRANN: When did you become
2 aware, or did you become aware at any time, I should
3 say, that Mr. Bonwick, Ms. Stec, and Green Leaf had
4 some involvement in -- in the work being done on the
5 recreational facilities for the Town?

6

7 (BRIEF PAUSE)

8

9 MR. RON MARTIN: I don't know whether
10 I ever really did, that were directly involved with --
11 with the work.

12 MS. KATE MCGRANN: There were some
13 media reports over the last couple of years that
14 discussed this.

15 Were you aware of those media reports?

16 MR. RON MARTIN: Right, yeah, sure.

17 MS. KATE MCGRANN: Did you have any
18 reaction to -- to what you read about in the media
19 about that?

20 MR. RON MARTIN: Well, if they were
21 involved, they were involved. I didn't know to what
22 extent or to what capacity or anything like that.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: I'm going to turn
2 now to -- to asking you some questions about your
3 involvement in the construction of the Town's
4 recreational facilities.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: What role did you
9 have in the construction of the two (2) Sprung
10 buildings for the pool and arena for the Town?

11 MR. RON MARTIN: When I was -- I don't
12 even -- whether the word was appointed, but when I was
13 basically joined or -- it -- it was a little different
14 because I was asked to attend -- I think for a little
15 bit of background -- I was asked to attend a meeting,
16 introduced to the Sprung folks and the BLT people, and
17 basically introduced as, this is Ron Martin and he
18 will act as the construction coordinator, and that was
19 kind of my first involvement with either the people or
20 the Project, direct involvement, official involvement.

21 MS. KATE MCGRANN: Did you have prior
22 indirect or unofficial involvement in the Project?

23 MR. RON MARTIN: No. The only -- I
24 was thinking about this. The only -- perhaps I don't
25 even remember the timing -- indirect, may have been --

1 I was the -- I also acted as the Town's heritage
2 representative for the -- the Heritage Committee, and
3 because the project was being proposed to be on a
4 property, meaning the curling club property, that was
5 designated under the Ontario Heritage Act, because
6 it's a Part IV designated property, there was some
7 discussion early on about putting this building on
8 that property, and I -- I basically -- I don't even
9 know with who. Maybe it was just with -- with the
10 Heritage Committee. So we had to go through that
11 process of, if this went ahead, is it okay to put it
12 on a piece of property that's designated.

13 That was the only even discussions
14 prior to this -- this meeting that I had when I was
15 sort of appointed as the construction coordinator.

16 MS. KATE MCGRANN: Okay. And we can
17 see from the documents we received and the information
18 that we've had so far that in 2012, end of the year,
19 the project is being considered is a multi-use
20 recreation facility --

21 MR. RON MARTIN: Right.

22 MS. KATE MCGRANN: -- at Central Park,
23 and then -- and then later on it's the two (2) Sprung
24 facilities, one (1) at Heritage Park and one (1) at
25 Central Park.

1 MR. RON MARTIN: M-hm.

2 MS. KATE MCGRANN: Was it the two (2)
3 Sprung facilities, one (1) of those that -- that led
4 to the -- the discussions you had as the heritage
5 representative?

6 MR. RON MARTIN: Yes.

7 MS. KATE MCGRANN: Okay.

8 MR. RON MARTIN: Because it was on
9 that piece of property, just the arena.

10 MS. KATE MCGRANN: Turning back to the
11 meeting that you were asked to attend, who asked you
12 to attend that meeting?

13 MR. RON MARTIN: It must have been --
14 as far as I can recall, it was Mr. Houghton, CAO
15 Houghton.

16 MS. KATE MCGRANN: I'm going to show
17 you a document under Doc ID TOC218376.

18 MR. RON MARTIN: M-hm.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: 376.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: While we're waiting
2 for that to come up, in your role as construction
3 coordinator, what were your responsibilities?

4 MR. RON MARTIN: The way I saw my
5 responsibilities, because I don't -- they were never
6 really defined.

7 MS. KATE MCGRANN: Okay.

8 MR. RON MARTIN: So the way I -- I saw
9 it, is I was kind of the liaison or the person between
10 -- it was obviously a Parks and Rec Project, Parks and
11 Rec facility. I was the building guy, and -- and then
12 there was the -- the contractor. So I was kind of the
13 -- the -- the building representative, I guess, for --
14 to attend site meetings, to address any issues that
15 might come up during the construction.

16 I saw my role, properly or improperly,
17 as sort of monitoring the construction cost, the
18 contract that was originally signed, and -- and really
19 just being -- I guess really being the Town's
20 representative on the Project.

21 MS. KATE MCGRANN: Who from the Town
22 did you work with on the Project?

23 MR. RON MARTIN: So basically the two
24 (2) departments that -- when I -- when I was sort of
25 assigned to the Project, I said this is -- this is

1 fine, but I want -- it's a Parks and Rec project, so I
2 want to work with a representative from -- from the
3 Parks and Recreation Department. Ultimately it's
4 going to be their building and their project.

5 So I worked closely with Mr. Seymour,
6 Dennis Seymour. He was the ma -- I think his title
7 was Manager, Recreation Facilities, at the time, and
8 then Town hall-wise, mainly my contact was with the
9 Treasurer on the money side of it.

10 So any sort of -- any direct
11 recreational decisions went through Mr. Seymour,
12 details on the arena and -- I kind of think so -- I
13 was kind of the guy in the middle, I guess, in that
14 process.

15 MS. KATE MCGRANN: In your role as
16 construction coordinator, who did you report to at the
17 Town?

18

19 (BRIEF PAUSE)

20

21 MR. RON MARTIN: I guess in -- in
22 majority, I guess it was -- I'm just thinking with all
23 the significant changes in costing and whatnot, it was
24 the CAO, Mr. Houghton.

25 MS. KATE MCGRANN: I'm going to pull

1 up TOC218376. This is an email dated September 20th,
2 2012. It's from Mr. Houghton to Mark Watts and David
3 Barrow, BLT, with a copy to yourself, Dave McNalty,
4 and Rick Lloyd. In the email Mr. Houghton writes:

5 "This email will first introduce you
6 to Mr. Ron Martin, building officer,
7 who will be acting as our
8 construction coordinator facilitator
9 for the above-noted projects."

10 And he goes on to request that:

11 "The gentleman from BLT send the
12 drawings and designs currently
13 prepared to Ron for his review."

14 And he advises that he'll work with Mr.
15 McNalty and keep Mr. McNalty in the loop. And then he
16 goes on to discuss some soil reports that are -- that
17 are outstanding.

18 I bring this up to give some context.
19 Was this -- was this the -- was this the introduction
20 that you had described that first brought you onto
21 this project?

22 MR. RON MARTIN: M-hm. This was
23 basically the -- sort of the beginning of my time, if
24 you want to call it, on the -- on the project, late
25 September.

1 MS. KATE MCGRANN: And we can see from
2 -- from the documents that we have that by this point
3 in time, the construction contract has already been
4 signed.

5 Are you being involved later in this
6 project than you had been involved in the other
7 construction projects you had worked for for the Town?

8 MR. RON MARTIN: Yeah, certainly.
9 Like I explained earlier, on -- on the normal project
10 management I would have been involved way before this,
11 in the early stages of even the budgeting.

12 So basically reading that, you know,
13 all the -- all the pre-work has been done, contracts
14 been negotiated, the contracts been signed prior to my
15 involvement on the -- on the project.

16 MS. KATE MCGRANN: Are you aware of
17 any reason that you weren't involved at the earlier
18 stages of this project?

19 MR. RON MARTIN: I've thought about
20 that. Thought you might ask that, and -- and
21 basically I think there'd be -- if I could give two
22 answers. I think the first answer would be they
23 didn't want me, or the second probably more realistic
24 answer would be they didn't think they needed me, or
25 needed someone like myself on -- because of the nature

1 of the design bill contract, or a process they were
2 going to follow.

3 MS. KATE MCGRANN: Can you help us
4 understand why the nature of the design and build of
5 the project would mean that someone like you wouldn't
6 need to be involved on behalf of the Town earlier?

7 MR. RON MARTIN: Well, I think -- I
8 think the concept of these -- of design build, which
9 it works very well, is that an owner, or being the
10 Town, basically says to a company or a firm that we
11 would like to build this and that firm takes almost
12 what I described as a project manager, they become
13 that person, they take it from A to Z.

14 So the -- the idea of that is for an
15 owner or a client that they're going to take care of
16 all -- all of the tendering and the processing and
17 hiring of the consultants and -- and it's -- it's --it
18 probably works very well in some instances, it's
19 really a turnkey project where --

20 THE HONOURABLE FRANK MARROCCO: If you
21 don't mind me interrupting?

22 MR. RON MARTIN: Sure.

23 THE HONOURABLE FRANK MARROCCO: How
24 does -- if your -- if you're not invole -- somebody
25 has to make sure that they're carrying out the

1 contract the way you expected them to carry it out,
2 right?

3 MR. RON MARTIN: Well, I think
4 certainly yes, Your Honour, there would have to be a -
5 - a representative representing the client.

6 THE HONOURABLE FRANK MARROCCO: Right.

7 MR. RON MARTIN: You know, through a
8 process, but I think -- sorry, back to your original
9 question.

10 How I would be involved differently or?

11

12 CONTINUED BY MS. KATE MCGRANN:

13 MS. KATE MCGRANN: I was wondering,
14 first of all, were you aware of any reason why you
15 weren't involved earlier in the project, and I -- you
16 gave -- you gave two possibilities.

17 MR. RON MARTIN: Sure.

18 MS. KATE MCGRANN: So I take it that
19 your answer is you're not aware of any reason, but
20 based on your experience, these are two reasons you
21 may not have been involved.

22 MR. RON MARTIN: Right.

23 MS. KATE MCGRANN: Is that fair?

24 MR. RON MARTIN: Yes, that's fair.

25 MS. KATE MCGRANN: In -- in the

1 experience you described to us earlier, it sounds like
2 you were involved in -- in the other projects you did
3 and in helping to formulate what the Town was looking
4 for out of the project.

5 Do you know of anybody with your kind
6 of experience was involved in helping the Town
7 formulate the description of what it wanted to get out
8 of the design build model that -- that was used?

9 MR. RON MARTIN: Well, I mean I know
10 it had to happen for them to get to that stage, I --
11 I'm not sure of exactly the people that were involved.
12 I don't know whether it was the -- whether -- who on -
13 - because this project was a little different, it --
14 it kind of came through the engineering side of -- of
15 the Town.

16 Some of them come through town hall,
17 some of them come through the CAO, but this one came
18 from -- from engineering, so I -- I believe, and I --
19 it's probably in your book here, that -- that whether
20 it was Mr. McNalty or Mr. Houghton or who -- whomever
21 was involved in doing all that, certainly there had to
22 be a lot of work evaluation stuff to get to the stage
23 where a contract was signed.

24 MS. KATE MCGRANN: Before we turn over
25 from the email that's on the screen in front of you,

1 one final question.

2 In terms of the people who were on this
3 email, what was Mr. Lloyd's involvement in the
4 construction projects? Why is he copied on this
5 email?

6 MR. RON MARTIN: I think that -- I
7 don't know, I -- I didn't draft the email, so probably
8 that would be a better question for Mr. Houghton.

9 MS. KATE MCGRANN: Okay. I'm going to
10 ask you some questions about the construction contract
11 before we turn that document up.

12 We can see that the construction
13 contract was signed on August 30th, 2012. Do you know
14 who was involved in -- in negotiating that contract on
15 behalf of the Town?

16 MR. RON MARTIN: I don't know who
17 negotiated it, I just knew who ultimately signed it.

18 MS. KATE MCGRANN: So we'll turn to
19 the contract now, it's at TOC207516.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: So here's the front
24 page of it. Do you remember when you first saw this -
25 - this construction contract?

1 MR. RON MARTIN: I don't remember the
2 date. I do know that it was after the September 20 --
3 after that meeting where I was assigned to the
4 project, because I think one of the first things I
5 asked, well, okay, I'm glad to help, but what am I --
6 what are we doing here? And I asked her to take a
7 look at the contract and the -- and the drawings and
8 all that kind of stuff.

9 MS. KATE MCGRANN: So at the outset
10 you -- you're looking for information about what the
11 project is, you're provided with a copy of the
12 contract. What other information was made available
13 to you when you started working on this?

14 MR. RON MARTIN: I think at the time
15 the contract, this, certainly some drawings.
16 Obviously the drawings up to that date that the price
17 and everything was based on, I was given those.

18 So -- that kind of gave me a scope of
19 work and what we're really trying to do here on both
20 the projects.

21 The drawings were -- and I think there
22 was an email, I don't know whether -- I'm sure you
23 have it in the book. We -- going back to my
24 discussion with Parks and Rec, I said well, is this
25 the final drawings, because are -- are we still -- do

1 we still have an opportunity to -- especially -- not
2 me so much, but Parks and Recreation Department, did
3 they have an opportunity to make some additional
4 comments or -- and we did point -- there was some
5 minor changes in change rooms, referee rooms, stuff
6 like that.

7 So there was a bit of amending going on
8 to the drawings that were originally, I think, formed
9 the basis of this contract.

10 MS. KATE MCGRANN: In the discussions
11 that you had with Mr. Seymour and others in which you
12 -- you make some amendments to those drawings, did you
13 -- did you learn -- had Parks and Rec had the
14 opportunity to provide input on the drawings before
15 the contract was finalized?

16 MR. RON MARTIN: I didn't know that at
17 -- at that time. I would have hoped they did, but I
18 had no idea how much involvement they or anybody had
19 prior to -- to this.

20 MS. KATE MCGRANN: Had you worked or
21 did you have any experience with design build
22 construction contracts or projects before -- before
23 this one?

24 MR. RON MARTIN: No.

25 MS. KATE MCGRANN: I'm going to take

1 you to page 6 in this contract, and I'd like to look
2 at article 5.1 which is not on page 6?

3 MR. RON MARTIN: No.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: It is on page 7.

8 So article A5 is -- describes payment article 5.1
9 provides that subject to the provisions of the
10 contract documents and in accordance with the
11 legislation and statutory regulations respecting
12 holdback percentages. And it goes on to -- to some
13 things. Subject to the holdback of 10 percent, the
14 owner shall make progress payments.

15 Was this 10 percent holdback amount
16 consistent with the holdback that -- that had been
17 taken on the other construction projects you had been
18 involved in?

19 MR. RON MARTIN: I don't know whether
20 it's changed, but it's always my understanding that
21 under the Lien Act, the statutory holdback is 10
22 percent of -- of the contract amount as it proceeds.

23 MS. KATE MCGRANN: Would it --

24 MR. RON MARTIN: That's typical of an
25 -- of -- of either the old standard contract or, I

1 think, a design build.

2 MS. KATE MCGRANN: Would the Town have
3 had the option to ask for a bigger holdback?

4 MR. RON MARTIN: I don't think so
5 under the -- under the Lien Act. I think 10 percent's
6 the maximum you could ask for because you're really
7 just protecting your -- the Town against, you know,
8 unpaid subtrades at the end of the project, right.

9 MS. KATE MCGRANN: On the other
10 construction projects you had worked on for the Town,
11 what other tools or opportunities was the Town able to
12 take to protect is -- protect its interests in the
13 work that was being done?

14 MR. RON MARTIN: Do you mean
15 financially or any other way?

16 MS. KATE MCGRANN: Let's start with
17 financially. And then we'll move on to any other way.

18 MR. RON MARTIN: Okay. So,
19 financially, what I was used to in a conventional
20 contract is -- is the contractor submits a monthly
21 bill, basically, for the work complete to date.

22 So, as you work through the project as
23 -- as the Town, the owner has product or labour
24 completed onsite. They put in a draw at the month and
25 say we've completed 'X' amount.

1 We, in conjunction with the
2 consultants, say, yes, you actually finished 50
3 percent of the painting, you'll get 50 percent of your
4 money, minus the 10 percent.

5 So, as you work through any contract
6 that way, you're always saying, okay, fine, I -- I own
7 what I've paid for. And should something go wrong, at
8 least I know that I'm -- I'm -- the Town or the client
9 is covered.

10 So, financially, that's the standard
11 way I've always been used to doing it.

12 MS. KATE MCGRANN: Any other options,
13 tools, resources that the Town can use to protect
14 itself from a financial standpoint?

15 MR. RON MARTIN: Not -- during the
16 process, not really. I -- I think really you pay for
17 what you've got. The 10 percent holdback is -- is
18 misused a lot of the time because that's just pro --
19 to protect yourself against outstanding liens at the
20 completion of the project, or forty-five (45) days
21 after.

22 But there's always the issue, too, of
23 work that -- near the end of a project that you maybe
24 don't approve the quality of or something, so you get
25 into a little bit of that near the end of the job.

1 But, basically, financially, I think
2 legally that's about all it -- any town or any
3 customer could do really.

4 MS. KATE MCGRANN: I'm going to turn
5 to the payment provisions as set out in this contract
6 in a second. One (1) thing we haven't seen is any
7 indication that a performance bond was taken by the
8 Town on this construction project.

9 Had you seen those used on construction
10 projects you had done with the Town other than this
11 one (1)?

12 MR. RON MARTIN: Yes. And -- and
13 normally what I've been used to is -- is when a --
14 when a project is tendered, there's a couple of bonds
15 submitted a long with a tender, one (1) being a bid
16 bond that basically the contractor will honour that
17 price that they've submitted so they don't just change
18 their mind and walk away.

19 And then the second bond that's usually
20 put in place, the performance bond, prior to or in
21 conjunction with signing the contract is that, if --
22 if something should happen halfway through a project
23 to the -- to the contractor, like, receivership or
24 bankruptcy, then really the performance bond, which is
25 just insurance, is that an insurance company will then

1 come in and complete -- complete the project for the
2 original contract price.

3 So, my understanding has always been,
4 if something happened to the contractor halfway
5 through and we were losing a lot of money, we'll just
6 walk away. But with a performance bond, then -- then
7 the insurance company has to come in and complete the
8 project.

9 MS. KATE MCGRANN: Do you know if
10 there was a performance bond taken in association with
11 these construction projects?

12 MR. RON MARTIN: I don't know. I
13 don't know. I don't think there was. I didn't see
14 one (1). Let's say that.

15 MS. KATE MCGRANN: Are you aware of
16 any reason why a performance bond wouldn't be taken by
17 the Town on these construction projects?

18 MR. RON MARTIN: I don't know. I
19 don't know why they wouldn't. It costs money. A
20 performance bond is just like an insurance policy, so
21 it -- it does cause -- it's a price that's put into
22 the -- the original construction cost. Certainly, the
23 client or the Town would have paid for it indirectly.

24 MS. KATE MCGRANN: Turning to the
25 payment schedule that came with this contract. It's

1 on page 21.

2 MR. RON MARTIN: M-hm.

3 MS. KATE MCGRANN: Actually, let's
4 just -- can you stop there for a second? And scroll
5 up to the top.

6 So, this is a set of standard terms
7 that come along with this contract. And I just want
8 to take a look at section 5.2 here which addresses
9 applications for progress payments.

10 5.2.1 states that:

11 "Applications for payment on account
12 is provided in Article A5 of the
13 agreement. Payment may be paid
14 monthly as the work progresses."

15 And then in 5.2(2):

16 "This section contemplates that the
17 design -- design builder will submit
18 to the owner a schedule of values."

19 And it goes on to -- to describe the
20 way in which these progress payments may be made.

21 If we could then turn to the payment
22 schedule that's attached to the -- to the contract.
23 It's at page 35.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Page 36.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: This is the payment
6 schedule that was attached to this contract. And it
7 provides for a 25 percent deposit on the day of
8 signing, a 25 percent draw on the completion of ground
9 preparation, 25 percent draw on the delivery of the --
10 or the arrival of the Sprung structure to the site,
11 and 15 percent on substantial completion with a 10
12 percent final payment forty-five (45) days after
13 substantial completion.

14 What was your reaction to this payment
15 schedule when -- when you saw it?

16 MR. RON MARTIN: I was a little
17 surprised.

18 MS. KATE MCGRANN: What about the
19 payment schedule was surprising to you?

20 MR. RON MARTIN: Well, I think what --
21 what surprised me the most when I saw this was that
22 the contractor, builder, had 25 percent payment really
23 with -- I had nothing. The Town had nothing other
24 than a signed contract and they had 25 percent of 'X'
25 million dollars.

1 So, I found that rather -- going back
2 to our discussion about you get paid for what you do,
3 I -- the Town now has put out a considerable amount of
4 money and really has nothing on our property. We have
5 no building. We -- we have no work completed to date.

6 That -- that I found rather unusual, to
7 be honest with you.

8 MS. KATE MCGRANN: Looking at drawing
9 number 1, what would the Town have at the time that
10 drawing number 1 has been paid and, actually, 50
11 percent of the contract payment has been paid out?

12 MR. RON MARTIN: Yes.

13 MS. KATE MCGRANN: What --

14 MR. RON MARTIN: No, you're right, fif
15 -- 50 percent of the project cost. And, basically, at
16 that stage, I've got ground prep.

17 MS. KATE MCGRANN: For those of us who
18 aren't familiar with construction projects, what does
19 'ground prep' mean?

20 MR. RON MARTIN: I don't even know
21 because that -- ground preparation could be
22 excavation, could be preparing the site, stripping the
23 topsoil. You know, I think that could be interpreted
24 a lot of ways.

25 So, you're absolutely right. At -- at

1 that stage in the process, the Town has paid 50
2 percent of the project cost for something prepared on
3 the site.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: Had you seen a
8 payment schedule like this on any of the construction
9 work you had done before?

10 MR. RON MARTIN: No.

11 MS. KATE MCGRANN: Do you know who
12 requested this payment schedule?

13 MR. RON MARTIN: No.

14 MS. KATE MCGRANN: Beyond other than
15 being surprised when you saw this, did this payment
16 schedule cause you any concern with respect to what
17 the Town was embarking on?

18 MR. RON MARTIN: Well, it did. I
19 mean, at this time I didn't know who BLT was or Sprung
20 or anything else about them. So I think -- so now as
21 I -- I'm theoretically a construction coordinator of
22 something like this.

23 Worst case scenario: Somehow a large
24 amount of money has been paid and should have --
25 something happened and the contractor just say, bye,

1 what would we -- what would we do? What position
2 would the Town be in?

3 MS. KATE MCGRANN: Now, you mentioned
4 that you didn't know BLT or Sprung at this time, and
5 you describe a theoretical risk.

6 MR. RON MARTIN: Yeah.

7 MS. KATE MCGRANN: I take it that that
8 risk did not -- did not actualize.

9 MR. RON MARTIN: No.

10 MS. KATE MCGRANN: But --

11 MR. RON MARTIN: No, it didn't. But
12 obviously at the time, I didn't know, and this was of
13 some concern that I think -- I think I didn't want to
14 be the person standing up in front of Council
15 explaining what happened to \$5 million. Yeah.

16 MS. KATE MCGRANN: Even though it
17 didn't come true, it was a risk that existed --

18 MR. RON MARTIN: Yeah.

19 MS. KATE MCGRANN: -- under the
20 contract.

21 MR. RON MARTIN: And I felt we should
22 be better protected, let say -- put it that way.

23 MS. KATE MCGRANN: Did you have any
24 discussions with anyone about -- about the risk you
25 saw in this payment schedule when you looked at the

1 contract?

2 MR. RON MARTIN: Yes, I did. I -- I
3 think I spoke to -- well, I think my first discussion
4 was with the treasurer at the time, Ms. Leonard. And
5 I said, so what's this deposit all about? You know, I
6 found it a little unusual for -- because, I mean, the
7 government -- the Town paid their bills. There's no
8 risk for the contractor at the other side.

9 And I believe -- and certainly I'd want
10 this confirmed if you folks speak to her -- is the
11 explanation was something to the effect -- and it made
12 a little bit of sense -- is that to fabricate these
13 buildings, they're custom made, and there had to be a
14 fairly substantial deposit made to this -- through BLT
15 to the Sprung folks to -- to really make these
16 structures 'cause you don't buy them off the shelf.

17 So that's kind of where the -- where
18 the 25 percent came into the picture. It made a bit
19 of sense, I guess, at the time. It had already been
20 spent, so I wasn't going to un-spend it.

21 THE HONOURABLE FRANK MARROCCO: But --
22 before you ask -- but there's no performance bond.

23 MR. RON MARTIN: Correct.

24 THE HONOURABLE FRANK MARROCCO: So...

25 MR. RON MARTIN: I know.

1 THE HONOURABLE FRANK MARROCCO: Right.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: Okay. So just to
5 make sure that I understand, the explanation that was
6 given to you about the reason for the deposit was that
7 it was necessary to pay for the two (2) Sprung
8 structures which would were being built specifically
9 for the Collingwood projects?

10 MR. RON MARTIN: M-hm.

11 MS. KATE MCGRANN: Okay. A bit later
12 on, we see that the payment schedule is altered, and I
13 have some questions for you about that. So I'm going
14 to ask you to be shown paragraph 833 of the Foundation
15 Document.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: So this paragraph
20 describes an email on January 25th, 2013 in which
21 Mr. Waddell forwards a conversation to you, and I'm
22 actually going to be asked -- I'm going to ask that
23 you be shown the email itself which is at TOC511164.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: If we could scroll
2 to the bottom of this email. And this starts with an
3 email from -- can you just scroll up just a little
4 bit -- from Mr. Barrow at BLT to Mr. Waddell. The
5 subject's "Billing." Mr. Barrow says:

6 "Can you forward to the correct
7 party for the new billing schedule
8 for Collingwood. We need these paid
9 first of each month, so the first
10 will be February 1. We need this
11 for Sprung being delivered Monday.
12 Hard copy mailed."

13 And then if we could scroll up, this is
14 an email from Mr. Waddell to yourself on January 25th,
15 2013, and he writes:

16 "Further to our conversation
17 regarding our current contract payment
18 structure, I have reviewed it with Dave
19 and Mark, and we hereby suggest we
20 amend the contract with you to reflect
21 a billing that would divide the current
22 remainder of the contract in the five
23 equal payments rather than maintain the
24 current payment structure."

25 And just for context -- and I can take

1 you there if you need to -- but at this point in time,
2 the first two (2) payments under the original payment
3 structure -- so 50 percent of the contract price --
4 has been paid out.

5 What conversations were you involved in
6 that came before this email and the change to the
7 payment structure?

8 MR. RON MARTIN: I think -- or I
9 recall without getting -- I went back, or I -- I
10 proposed that the payment schedule should be altered,
11 although I suggested we should change it to reflect
12 closer to actual work being constructed on the site
13 and dividing the remaining balance into the -- a more
14 monthly, five (5), or whatever it worked out to be
15 payments to -- to try and get back into balance with
16 what was being done and what was being paid.

17 I think I sent that out as a proposal
18 'cause I had no legal right, I think, after a
19 contract's been signed to do it. But I think I sent
20 it to Mr. Houghton and -- and BLT and stuff saying,
21 this is my suggestion.

22 MS. KATE MCGRANN: So you don't have a
23 right to negotiate an alteration to the payment
24 schedule, but -- but you make a try at it?

25 MR. RON MARTIN: That's correct.

1 MS. KATE MCGRANN: Okay. And BLT
2 agrees, so that's --

3 MR. RON MARTIN: Yeah, they did.
4 Yeah. I don't think they were pleased, but -- but
5 they did agree.

6 MS. KATE MCGRANN: Did you have a
7 sense of why they agreed to it?

8 MR. RON MARTIN: Not really. I -- I
9 think they -- I think they recognized that that was a
10 pretty standard process to follow.

11 MS. KATE MCGRANN: It looks like
12 Mr. Waddell provides a bit of an explanation in the
13 second paragraph of his email here where he says:

14 "The current contract, while more
15 favourable to BLT, at this point in
16 the billing cycle is not in keeping
17 with the spirit of our relationship
18 with the Town and is slightly
19 outside the boundaries of common
20 sense and common practice."

21 So I have a couple of questions for you
22 about this paragraph here, recognizing that this is an
23 email that you didn't write.

24 Do you know or what did you understand
25 Mr. Waddell to be talking about when he references the

1 "spirit of our relationship with the Town"?

2 MR. RON MARTIN: Well, I think -- and
3 I got along very well with Mr. Waddell. I'm going to
4 say that right now. I think what he felt is we were
5 all -- this could have turned into, I guess, a bit of
6 a conflict with me representing the town and him
7 representing the contractor.

8 So I think what he was getting at by
9 saying this is let's try and work together. It's
10 pretty clear he's saying the first breakdown -- the
11 original contract -- was favourable to them, but they
12 were willing to sort of go some way to meet my
13 proposal of a -- of a different payment schedule. I
14 think that's what he was trying to say.

15 THE HONOURABLE FRANK MARROCCO: Well,
16 he says it's outside the boundaries of common sense,
17 does he? "Slightly outside the boundaries of common
18 sense." That's the first payment -- that's the first
19 payment schedule. Those are his words, right?

20 MR. RON MARTIN: Correct. Thank you.
21

22 CONTINUED BY MS. KATE MCGRANN:

23 MS. KATE MCGRANN: And if you look at
24 the next paragraph, he -- he notes that this is a
25 unique design bill contract. I guess it was --

1 intended at the time of writing, but he says:

2 "We'd still prefer it to be fair in
3 nature to both parties involved."

4 Do you agree that the new payment
5 schedule that you propose was more fair for the Town
6 than what had originally been agreed to?

7 MR. RON MARTIN: I felt more
8 comfortable with it.

9 MS. KATE MCGRANN: I think it's
10 obvious why, but could you just explain to us why you
11 felt more comfortable with -- with the new payment
12 schedule?

13 MR. RON MARTIN: Okay.

14 MS. KATE MCGRANN: So why -- why did
15 you feel more comfortable with it?

16 MR. RON MARTIN: Oh, sorry. With the
17 -- with the revised schedule?

18 MS. KATE MCGRANN: M-hm.

19 MR. RON MARTIN: Well, as I said
20 before, I think it reflected more work complete to
21 date.

22 MS. KATE MCGRANN: Turning back to the
23 construction contract, which is at TOC207516.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: If you could look
2 at page 6 of this document. I just want to walk
3 through this original 3(1) under article A3, contract
4 documents.

5 To get a better understanding of -- of
6 what BLT was going to do under this contract and --
7 and what it wasn't going to do, you can see that
8 there's a -- a bullet point list here describing the
9 work and then there's a -- a sub-list in which --
10 which is kind of snuck over to the right that --
11 starting with appendix 1, payment terms.

12 Looking about half-way through this
13 list, starting with the bullet point "Grading to be
14 provided only back to the building." And then in
15 brackets it says "(10 feet)".

16 Can you help us understand what that
17 means?

18 MR. RON MARTIN: Well, I think when I
19 originally reviewed this contract, I realized that the
20 contract, the Sprung BLT contract, was for the
21 building itself only and didn't include -- and just
22 sort of around the perimeter of the building didn't
23 include site work, civil work, parking lots, services,
24 anything like that, that was to be under a separate
25 contract.

1 MS. KATE MCGRANN: And were you
2 involved in creating or awarding the contract for the
3 work that BLT was not going to do, or the contracts?

4 MR. RON MARTIN: No. There was a
5 little bit of overlap, coordination, because I was
6 sort of doing the building and -- but the -- the
7 engineering, the civil works were done through --
8 through Mr. Houghton's office, through engineering.

9 MS. KATE MCGRANN: In the work that
10 you had done on construction projects for the Town
11 before, had those projects involved a physical
12 division of -- of responsibilities or parties
13 responsible for the construction work in the way that
14 this did?

15 MR. RON MARTIN: No. Generally
16 speaking, a project was the entire project.

17 MS. KATE MCGRANN: Were there any
18 issues or complications presented by the fact that
19 there was this physical division of responsibilities
20 on the site?

21 MR. RON MARTIN: There were. I think
22 -- do you want me to describe a few of them?

23 MS. KATE MCGRANN: Yes, please.

24 MR. RON MARTIN: I think one (1) of
25 the biggest ones, and the -- and was health and

1 safety. Because basically what you ended up with is
2 two (2) contractors on one (1) piece of property with
3 -- both have -- have their on-site health and safety
4 reps. I know BLT had a third party monitoring theirs,
5 they would come to the site all the time to make sure
6 everything was in order.

7 And then the -- the site work people
8 had their own. So we ended up with a bit of a
9 situation, fortunately it didn't happen, but should
10 someone get injured on the site, on this side of line
11 or on this side of the line, where did the
12 responsibility fall.

13 And -- and it got even a little more
14 difficult because you had to go across the site work
15 project to get to the BLT project.

16 So there was some pretty -- pretty
17 tense meetings for a while about that. And -- and the
18 two of them, it was up to the two of them because my
19 version was look, you guys both accepted these
20 contracts, you knew what it was when you got into
21 this, so you're going to have to work it out between
22 the two of them. And they did. And -- and thank --
23 you know, luckily nothing happened, but that was one
24 (1) of the main things.

25 The other thing that we found a little

1 bit -- when it's all under one (1) roof, when it's one
2 under contractor (sic), the water line, the
3 excavation, the gas line coming in, the hydro is all -
4 - I'm dealing with one person representing that
5 contractor.

6 But well that -- that's not me, that's
7 the -- that's the water guy, or that's not under us.
8 So there was a -- the -- the BLT contract would, for
9 instance I'll just use electrical, they had -- they
10 were involved in all the electrical inside the
11 building. But the outside was a different contractor
12 coming in.

13 So where does all the conduit go out
14 through the wall to match this guy coming in? Well,
15 no, I put it here. Well, I'm -- I don't want to go
16 there, I want to go over here.

17 So there was that kind of stuff that
18 was -- that happened that was, I guess I could say not
19 as smooth as you would if it was all under -- under
20 one person's responsibility.

21 MS. KATE MCGRANN: Okay. Just a
22 couple of follow up questions on what you just said
23 there.

24 You said it was between the two (2) of
25 them to figure out. Who are the two (2) of them?

1 MR. RON MARTIN: The two of them at
2 the time was the BLT folks and I think -- and I could
3 be corrected -- I think it was Arnotts that ended up
4 doing all the site work. Parking lots and stuff like
5 that.

6 MS. KATE MCGRANN: And I take it from
7 the way you described that to me, but you'll correct
8 me if I'm wrong, that -- let me do it this way.

9 How much of the issues that you
10 identified just there had been contemplated,
11 discussed, addressed before you became construction
12 coordinator?

13 MR. RON MARTIN: I have no idea.

14 MS. KATE MCGRANN: Okay. While you
15 were working on it, was it the case that the issues
16 kind of came up as they came up and were -- were dealt
17 with in real time?

18 MR. RON MARTIN: Sure, we had to. It
19 had to be dealt with.

20 THE HONOURABLE FRANK MARROCCO: It
21 would seem they weren't addressed until you started
22 addressing them.

23 Just before you -- I just want to ask
24 one other question. Mr. Martin, was there a separate
25 contract then, between the Town and whoever was doing

1 the site work?

2 MR. RON MARTIN: Yes, there was. I --

3 THE HONOURABLE FRANK MARROCCO: And

4 you had -- sorry, go ahead. I didn't mean to

5 interrupt.

6 MR. RON MARTIN: I think that was --

7 it was tendered separately and awarded completely

8 separately from the -- from this original contract.

9 THE HONOURABLE FRANK MARROCCO: And

10 that contract was -- went -- went out according -- was

11 tendered, is your understanding?

12 MR. RON MARTIN: As far as I know,

13 yes.

14 THE HONOURABLE FRANK MARROCCO: All

15 right.

16 And between the Town and the contractor

17 that was doing the site work?

18 MR. RON MARTIN: I think. I wasn't

19 involved, so I'm kind of guessing a little bit here.

20 THE HONOURABLE FRANK MARROCCO: All

21 right.

22 MR. RON MARTIN: As far as I know, the

23 -- through the engineering department the -- it was

24 put out for tender -- it was put out for tender and --

25 and bids were received and the award was -- was

1 submitted or the contract was submitted. Yes.

2 THE HONOURABLE FRANK MARROCCO: Thank
3 you.

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: At any time when
7 you were working on the construction of the two (2)
8 Sprung buildings for the pool and the arena, did you
9 ever -- did you come to understand whether -- if a
10 client wanted to build a Sprung building, they had to
11 use BLT as the construction contractor who would put
12 the building up.

13 MR. RON MARTIN: Did you say the
14 client? Sorry, could you repeat that?

15 MS. KATE MCGRANN: So if -- if someone
16 wanted to -- the Town wanted to build two (2) Sprung
17 buildings, BLT is the construction company that puts
18 them up, did you have any understanding about whether,
19 if you wanted to build a Sprung building, you had to
20 use BLT to put it up?

21 MR. RON MARTIN: I didn't know. I
22 don't know whether that's a proprietary, you know,
23 whether you have to or whether the Sprung component of
24 the building -- that's a good question because whether
25 the Sprung component of the building could have been

1 incorporated with any contractor, because there was
2 still a lot of other standard architectural pieces of
3 this building that -- that basically any general
4 contractor could have done.

5 But I don't know whether there was any
6 -- whether you have to use them or you don't have to
7 use them, I have no idea.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: I'm going to show
12 you the staff report that was presented to council at
13 the meeting on August 27th, 2012. It's at CJI6146.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: So, I understand
18 that you didn't have any input into this staff report.
19 If we could just scroll down and -- and give you a bit
20 of a sense of it. Have you seen this report before?

21 MR. RON MARTIN: No.

22 MS. KATE MCGRANN: Okay. If we could
23 go to page 2. And scroll down so that the heading,
24 "Enclose the outdoor pool with a fabric building," is
25 at the top.

1 If you'd look at the first paragraph
2 there.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: I'll give you a
7 second to read that.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: It describes
12 looking at a year-round enclosure for the outdoor
13 pool. It discusses the improvements around the
14 facility, that they would limited to drainage and
15 grating, landscaping and parking lot.

16 And it notes that no other amenities at
17 the Heritage Park would be displaced. The second
18 paragraph talks about the fact that the -- the in --
19 insulated architectural membrane structure would be a
20 turnkey solution.

21 And if we could scroll down to the
22 third paragraph, it describes that the procurement
23 approach -- the an -- advantage to the procurement
24 approach is that the complete design and engineering
25 works are included in the cost.

1 And it goes on to say that:

2 "The purchase would be limited to
3 the supply and construction of the
4 insulated architectural membrane
5 structure and interior components,
6 allowing the Town to construct the
7 remaining site works independently,
8 resulting in significant cost
9 savings."

10 At the outset of the project did you
11 think that the Town taking on the remaining site works
12 would result in additional -- or sorry, significant
13 cost savings to the Town?

14 MR. RON MARTIN: Did I think that,
15 sorry? Is that what you said?

16 MS. KATE MCGRANN: Yeah. But that --
17 but does this -- does this statement make sense to
18 you, that the Town taking on all of the site works
19 that weren't covered by BLT would result in
20 significant cost savings to the Town?

21

22 (BRIEF PAUSE)

23

24 MR. RON MARTIN: I don't know really
25 why it would. I mean, I think the -- because what we

1 were just getting at a minute ago is, basically, they
2 went out to tender the Town and -- and hired a
3 reputable, civil construction company.

4 And whether that was outside the
5 contract or inside a contract with a general
6 contractor, I don't know what -- what the difference
7 in -- in that price would be to create significant
8 savings.

9 THE HONOURABLE FRANK MARROCCO: But --
10 but the -- the problem I'm having is the -- the cost
11 of that then is not in -- in the circumstance where
12 you include it, then the total cost of the project
13 reflects the cost of the site work and the cost of the
14 construction.

15 So, someone asking what does it cost,
16 they then have the complete cost figure. The other
17 way, if you do it by two (2) separate contracts, the -
18 - the cost of the site work's a separate contract, a
19 separate item.

20 Is -- is that -- am I --

21 MR. RON MARTIN: No, that -- that's
22 absolutely correct because I think what -- excuse me -
23 - what we were getting at here is resulting in
24 significant cost savings, and that was the question.

25 So, you're right. If you take contract

1 A and contract B, it still adds up to contract C.

2 THE HONOURABLE FRANK MARROCCO: M-hm.

3 MR. RON MARTIN: Whether they're
4 separate or whether they're combined as one (1)
5 contract, the -- the price should be the price.

6 THE HONOURABLE FRANK MARROCCO: Right.
7 And -- and if you don't know about the cost of the
8 site work contract --

9 MR. RON MARTIN: That's right.

10 THE HONOURABLE FRANK MARROCCO: --
11 then -- then when you're looking at the cost of the
12 construction of the membrane, you don't have a sense
13 of the total cost of the project. At least that's the
14 way this appears to me.

15 MR. RON MARTIN: Absolutely, and
16 especially, I guess, if you were take and tender part
17 B separately and after part A because --

18 THE HONOURABLE FRANK MARROCCO: Is
19 that what happened?

20 MR. RON MARTIN: I -- I think that's
21 what happened.

22 THE HONOURABLE FRANK MARROCCO: Right.

23 MR. RON MARTIN: Because normally,
24 you'd say, okay, fine, when you get your lump sum, you
25 know that's the total project cost. But if you do

1 this part, and then say now we're going to do this
2 part, when -- let's -- let's say for council's
3 information, they would have to know right at the
4 beginning this is going to be 'X' number of million
5 dollars, including everything.

6 So, you're right, by -- by putting it
7 into two (2) pieces is just sort of -- I don't know
8 where the big savings would come in.

9 THE HONOURABLE FRANK MARROCCO: Thank
10 you.

11

12 CONTINUED BY MS. KATE MCGRANN:

13 MS. KATE MCGRANN: So, if we scroll
14 down to -- to page 3 in this staff report so that you
15 can take a look at the information that was given to
16 council at the time. Scroll down a little bit
17 further.

18 You'll see that council is giving
19 information about the total pool enclosure cost, and
20 it's also giving an estimate of what the site
21 servicing cost will be, or there's a site servicing
22 allowance set out for the work that's not covered by
23 BLT.

24 The site servicing allowance that's set
25 out for the pool is two hundred thousand dollars

1 (\$200,000). Now, I don't know if you're going to be
2 able to answer this question or not, but, you know, at
3 the time that you joined this project did two hundred
4 thousand dollars (\$200,000) seem like an adequate
5 estimate for the site servicing work that BLT would
6 not be doing on that project?

7

8 (BRIEF PAUSE)

9

10 MR. RON MARTIN: I didn't really --
11 first of all, I've never seen this report, so I really
12 didn't know where this two hundred thousand dollar
13 (\$200,000) even came from.

14 MS. KATE MCGRANN: M-hm.

15 MR. RON MARTIN: So, I think if
16 somebody at the time said, okay, we're going to build
17 this pretty big parking lot and all this stuff, I --
18 you know, I'm a building guy, I'm not a civil guy, so
19 I think I would have to defer to somebody that's in
20 that business and say, look, is this -- is this
21 realistic for all these services, parking lot and all
22 that kind of stuff.

23 I wouldn't feel comfortable saying
24 'yes' or 'no', to be honest with you.

25 MS. KATE MCGRANN: Okay. Well, thanks

1 for -- thanks for telling us that. If we could turn
2 to page 4 in this document. A similar discussion with
3 respect to the arena now. If you look at the third
4 paragraph on this page, you know, it -- it makes a
5 comparison to the pool and it says:

6 "The insulated architectural
7 membrane structure research for this
8 report will provide -- will be
9 provided as a turnkey design, the
10 old arena solution."

11 I'm going to skip the next sentence.

12 And it goes on to say:

13 "A minimal allowance for permits,
14 fees, and site design would be
15 carried with the project. Since the
16 contract would include the supply
17 and construction of the arena only,
18 further site development may be
19 designed and constructed
20 independently by the Town in a
21 phased approach, utilizing in-house
22 resources where possible."

23 Do you recall if -- if in-house
24 resources were used to do some or all of the work that
25 wasn't done by BLT on this project?

1 MR. RON MARTIN: For -- I'm sorry, for
2 site works? Are you referring just to site work?

3 MS. KATE MCGRANN: It looks like
4 further site development is what's referred to in --
5 in the staff report.

6 MR. RON MARTIN: Right. So, I -- I
7 couldn't comment. I don't know what -- how involved
8 in -- from the engineering department that they were.

9 MS. KATE MCGRANN: Okay.

10 MR. RON MARTIN: They may have done
11 some. I don't know. I wouldn't know.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: Stepping away from
16 what the contract provided and turning to the actual
17 work that -- that was done and that you were involved
18 in --

19 MR. RON MARTIN: M-hm.

20 MS. KATE MCGRANN: -- I'm going to ask
21 that -- that an email be shown, but since we're
22 switching gears or topics here, I'm looking at the
23 clock, I wonder if now might be a good time to take a
24 break.

25 THE HONOURABLE FRANK MARROCCO: We'll

1 take a -- take a short break.

2 MR. RON MARTIN: Sure. Thank you.

3

4 --- Upon recessing at 11:19 a.m.

5 --- Upon resuming at 11:33 a.m.

6

7 CONTINUED BY MS. KATE MCGRANN:

8 MS. KATE MCGRANN: Turning to the work
9 that was done on the buildings for the arena and pool,
10 I'm going to take a look at TOC243960.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: Scroll to the
15 bottom of this email chain. A little further up, just
16 so we can see the header of the first email.

17 Here we've got an email from David Wood
18 of Envision-Tatham to you, copying some others, saying
19 here's a full-sized PDF of the drawing for your use.
20 What was Envision-Tatham doing on the Central Park
21 arena? Do you remember?

22 MR. RON MARTIN: Envision-Tatham
23 are -- are landscape architects? So I -- I think they
24 were doing this, basically a -- a landscape design. I
25 don't know whether it was for -- there's a lot of

1 people listed here. So I don't whether they were
2 actually working for Parks and Rec or Engineering.

3 MS. KATE MCGRANN: Okay. Do you
4 recall whether they were -- the subject line says
5 "Central Park Arena." -- do you remember if they were
6 involved in doing landscape work in conjunction with
7 the arena that was being built?

8 MR. RON MARTIN: I don't remember it,
9 but I assume they were 'cause that's the subject here.

10 MS. KATE MCGRANN: If we scroll up to
11 the top of this -- well, closer to the top of this
12 email. Keep going, and I'll let you know when to
13 stop. More up, I think.

14 So this -- so on November 9th, Mr. Wood
15 responds to yourself and Brian MacDonald and people
16 from the Town and BLT. He's thanking you for your
17 timely and constructive feedback, and he says:

18 "We believe we can accommodate most
19 of your concerns. Our comments are
20 integrated below in green bold."

21 And I'm not going to through that email
22 with you, but it's a number of -- it's back and forth
23 over what the landscaping is going to look like.

24 MR. RON MARTIN: M-hm.

25 MS. KATE MCGRANN: We scroll up to the

1 next email. You respond and say thanks for your
2 comments. You provide additional ones.

3 Scroll up further. You're thanked for
4 your comments. If we could scroll up further. You
5 send this email chain on to Rick Lloyd.

6 MR. RON MARTIN: M-hm.

7 MS. KATE MCGRANN: Do you remember why
8 you sent this email chain to Rick Lloyd at this time?

9 MR. RON MARTIN: No.

10 MS. KATE MCGRANN: Scroll up to see
11 his response. He says:

12 "Have you confirmed the costing with
13 BLT?"

14 Do you know what costing Rick Lloyd was
15 asking you about at this point in time?

16 MR. RON MARTIN: Not really because I
17 think -- I don't know the connection here. I'd have
18 to go through it with -- between the landscaping,
19 which is Envision-Tatham, and BLT. I don't know
20 whether -- I don't know how these two (2) emails are
21 connected.

22 MS. KATE MCGRANN: Okay. If we could
23 look at Foundation Document paragraph 781.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Actually, we'll
2 start at 780. This paragraph describes the latter
3 part of that email chain.

4 We had just looked at the email in
5 which Deputy Mayor Rick Lloyd asked had you confirmed
6 the costing with BLT. You reply no, and you go on to
7 say:

8 "None of the site work is by BLT.
9 All the servicing, parking, etc. is
10 by the TOC."

11 Town of Collingwood:

12 "I'm trying to get a detailed
13 contract rate down from BLT/Sprung
14 on what is in the signed contract
15 price and what is by the Town of
16 Collingwood. Also BLT is preparing
17 the breakdown now, and it will be
18 circulated after our review. BLT is
19 also working on the details for the
20 therapy pool."

21 And he goes on to say:

22 "The pool will be tendered through
23 BLT."

24 So I'll come back to the therapy pool
25 in a second.

1 MR. RON MARTIN: M-hm, sure.

2 MS. KATE MCGRANN: It looks like on
3 November 14th, 2012, you were looking at BLT to get an
4 understanding of which aspects of the projects they're
5 taking on and which aspects are for the Town.

6 Is that consistent with what you
7 remember about -- about how the work progressed on
8 these projects?

9 MR. RON MARTIN: Well, I think at that
10 time it sounds like, from reading this, this was
11 November -- September, October, November. I was
12 trying to get a handle on exactly who -- who was doing
13 what.

14 And -- and I think at the time I said
15 in speaking with Mr. Waddell, let's -- let's form some
16 kind of a matrix or a list so we all know what we all
17 do -- supposed to be doing here.

18 MS. KATE MCGRANN: Well if we look at
19 the next paragraph -- paragraph 781 of the Foundation
20 Document -- this paragraph describes that on
21 November 20th, 2012, you forwarded responsibility
22 matrices for the arena and pool that you received from
23 BLT. And this paragraph describes that:

24 "The matrices set out a list of
25 construction-related items and

1 identified which of those were for
2 the Town's responsibility and which
3 items BLT would complete.

4 So this is what you had envisioned
5 being put together so that everyone could see who was
6 doing what?

7 MR. RON MARTIN: M-hm. This is what I
8 had hoped -- hoped to get and hoped for, yes.

9 MS. KATE MCGRANN: I just want to take
10 a look at the matrix that is referenced here. It's at
11 TOC246372.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: I'm not going to
16 take you through this line by line or anything like
17 that, but generally, do you remember if the work that
18 people did followed the matrix that you received?
19 Like, did your understanding of who was going to do
20 what would play out as you expected?

21 MR. RON MARTIN: M-hm. I think I did.

22 MS. KATE MCGRANN: You can see at the
23 bottom that there's a matrix for the Central Arena
24 scope of work and the Central Pool scope of work.

25 MR. RON MARTIN: Right.

1 MS. KATE MCGRANN: I just want to ask
2 you one question about --

3 MR. RON MARTIN: Sure.

4 MS. KATE MCGRANN: -- the arena. Can
5 you go to section 5? So this is a general site
6 building construction.

7 And if you look under the heading 0.7,
8 the "Pre-Engineered Sprung Building" -- I wonder if we
9 could shrink this a little bit just so that we can see
10 all of the columns, if possible. Maybe up one more.
11 I can't -- at least I can't see that. Can you
12 highlight the last row under the heading 0.7?

13 THE HONOURABLE FRANK MARROCCO: Well,
14 first, can you read it?

15 MS. KATE MCGRANN: Well, my hope is
16 that if we highlight it, we'll be able to keep an eye
17 on the row that we're talking about, and then we can
18 make it bigger so we can -- we can read what we want
19 to see. So -- yeah.

20

21 (BRIEF PAUSE)

22

23 CONTINUED BY MS. KATE MCGRANN:

24 MS. KATE MCGRANN: That's great.

25 Okay. And then maybe we could bring it up to -- maybe

1 we could make it a little bit bigger so we can all see
2 what we're looking at. Other direction. I'd like the
3 text to be bigger so that I can actually read it. And
4 can you scroll to the right, please.

5 So this is -- this is under the heading
6 "Pre-Engineered Sprung Building." We can see
7 housekeeping pads, insulated structure, double hood --
8 double door hooded exit, single exit doors, an
9 overhead door -- and that's all included, included,
10 included.

11 The row that we've got highlighted here
12 is:

13 "Supply and install 8 foot high
14 vandal resistant Alucobond exterior
15 panels."

16 And that is by the Town of Collingwood.
17 Do you know what this row refers to?

18 MR. RON MARTIN: I do now.

19 MS. KATE MCGRANN: Did you know at the
20 time?

21 MR. RON MARTIN: No, not really.

22 MS. KATE MCGRANN: Do you want to --
23 can you tell us what you know about it now?

24 MR. RON MARTIN: Well, I think as --
25 as time went on, this referred to -- which ended up

1 being a -- quite a topic of discussion. The -- after
2 the incident at the -- this is the pool, right? After
3 the incident at the pool where we had the break-in,
4 and someone broke in, cut the membrane.

5 And -- and then there was a lot of
6 discussion about, well -- I'm not going to talk in
7 this -- what about the security shield or something?
8 What was that -- why didn't that -- I guess there was
9 a -- 'cause why didn't that stop the break-in, or
10 whatever.

11 And then we realized, well, the --
12 there never was the shield. So I didn't, to be quite
13 honest with you, know what they were talking about --

14 MS. KATE MCGRANN: Okay.

15 MR. RON MARTIN: -- at the time. And
16 then when all this evolved, I asked, well, was -- were
17 we supposed to get this -- this shield, this security
18 shield? Did I miss something, or did somebody miss
19 something?

20 And then -- so I sent a -- I think you
21 probably have a couple of emails around at the time
22 saying like, what's going on here? Because there
23 was -- there was a little confusion at the Council
24 level, I think. That -- that sort of generated most
25 of it. The -- some councilors said, well, they

1 thought it was included in the contract, and then BLT
2 folks certainly said, well, it wasn't.

3 And so -- in other words, we -- we
4 didn't pay for it and didn't get it, and that was my
5 concern. And I think it -- it kind of went on, and
6 they said -- and some of the other folks probably are
7 going to talk to -- have it better -- I think it may
8 have been a discussion very early on the project
9 contract negotiations 'cause there was a price
10 attached.

11 MS. KATE MCGRANN: So a couple of
12 things about that. First of all, you asked if the --
13 the chart that you were looking at was for the pool.
14 This one is for the arena, but I can tell you that the
15 pool --

16 MR. RON MARTIN: Okay. Same --
17 same --

18 MS. KATE MCGRANN: -- the pool has the
19 same entry in it.

20 MR. RON MARTIN: I'm sorry, yes.

21 MS. KATE MCGRANN: No, no.

22 MR. RON MARTIN: You're absolutely
23 right.

24 MS. KATE MCGRANN: Just wanted to --
25 to clear that up.

1 MR. RON MARTIN: Yeah.

2 MS. KATE MCGRANN: So it's in both.
3 It's -- it's assigned to the Town of Collingwood with
4 respect to responsibility for both.

5 MR. RON MARTIN: Sure.

6 MS. KATE MCGRANN: The arena that you
7 broke in, (sic) we do have some emails about it. I'm
8 going to take you to them now.

9 MR. RON MARTIN: Okay.

10 MS. KATE MCGRANN: If we could go to
11 paragraph 911 of the Foundation Document.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: So this paragraph
16 describes a -- an email that Director of Planning
17 Services Nancy Farrer sends to Council, then CAO John
18 Brown, and yourself on July 12th, 2013, reporting that
19 there had been a break-in at the Centennial pool,
20 causing damage and equipment -- damage to equipment
21 and to the building. It's our under -- and if you
22 scroll down a little bit further to paragraph 912,
23 this describes a letter that Mr. Waddell BLT sends to
24 you on the same day, reporting on the break-in.

25 That letter advised that BLT had

1 discovered a tear in the northeast membrane by the
2 exit door of the pool, that individuals had entered
3 into the pool through the resulting hole, and that a
4 scissor lift had been found submerged in the pool. It
5 goes on to report on some information that the police
6 had given.

7 Is this the -- the break-in that you
8 were talking about?

9 MR. RON MARTIN: Yes.

10 MS. KATE MCGRANN: Could you turn to
11 paragraph 923 of the Foundation Document.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: This paragraph
16 describes an email that you sent to Mr. Barrow on July
17 22nd and -- 2013, in which you ask why the aluminum
18 shield had not been included in the project. Mr.
19 Barrow gets back to you the same day and says that BLT
20 had discussed the matter at a meeting with Mr.
21 Houghton, Ms. Leonard -- and scroll down a little bit
22 further -- and Larry Irwin, way back before the
23 building was being erected, and he adds that the cost
24 was too high, and they said vandalism was very low,
25 and did not think it an issue.

1 Does it -- Mr. Barrow said that BLT
2 suggested doing the requirements in behind the fabric,
3 in case you want it later, but it was just not in the
4 budget. And he added that BLT could still install the
5 shield, but it would be very costly, since the
6 building was now finished.

7 Scroll down a little bit further. You
8 forward Mr. Barrow's response to the executive
9 management committee to ask if they agree with -- with
10 Mr. Barrow's comments, his descriptions of -- of the
11 events above. And we see Mr. Houghton sent that email
12 directly to Mr. Barrow, stating that there was a
13 conversation about the aluminum shield, but that the
14 group was marked much larger -- larger than he had
15 suggested. He identifies reasons why the Town didn't
16 include the shield, and some of those are outlined
17 there.

18 And then if you scroll down further, in
19 his email, Mr. Houghton continues:

20 "The discussion then went to cost,
21 which was substantial, then to the
22 amount of vandalism expected, which
23 we felt was less."

24 He goes on to say:

25 "I don't recall that it was going to

1 be significantly more after you've
2 noted."

3 And he finishes:

4 "I'm hoping that you remember my
5 points and you revise your comments,
6 since this will be an issue."

7 Were you aware at the time of -- of
8 this email that Mr. Houghton sent to Mr. Barrow?

9 MR. RON MARTIN: I don't -- was I
10 copied?

11 MS. KATE MCGRANN: You were not
12 copied, no.

13 MR. RON MARTIN: No, so I wasn't --

14 MS. KATE MCGRANN: So I'm just
15 wondering if --

16 MR. RON MARTIN: -- aware.

17 MS. KATE MCGRANN: We don't see that
18 you --

19 MR. RON MARTIN: No.

20 MS. KATE MCGRANN: -- that you're
21 copied. Did you know -- you didn't know it happened?

22 MR. RON MARTIN: No.

23 MS. KATE MCGRANN: And then if you
24 scroll down to paragraph 925, we see that later in the
25 day on June -- July 22nd, so the same day, Mr. Barrow

1 sends you a second response, in which he says:

2 "This topic was brought up to -- by
3 us to Ed Houghton, Marjory Leonard,
4 and Larry Irwin, and roughly seven
5 (7) to eight (8) other City staff
6 members, as well as Sprung and
7 ourselves."

8 And he goes on to discuss -- or explain
9 what was discussed at that meeting.

10 Scroll down a little bit further, going
11 to the next paragraph, and you forwarded that response
12 to then CAO John Brown the following day, writing, "As
13 discussed."

14 Do you remember having any discussions
15 with Mr. Brown about the email correspondence that you
16 forwarded him?

17 MR. RON MARTIN: No.

18 THE HONOURABLE FRANK MARROCCO: Well,
19 be -- before you ask your next question, so you had
20 these matrices -- you -- the -- as a result of
21 discussions, these matrices of responsibility are
22 created, and the protective aluminum shield is shown
23 as being the Town's responsibility.

24 How -- how did -- who -- so what
25 happens with that information as far as the -- not

1 just the shield, but those items that are identified
2 as the Town's responsibility? Where do they go, or --
3 or were you only -- or why were they -- what -- what
4 happened to them?

5 MR. RON MARTIN: Well, I think what --
6 when I asked for the matrix to begin with, it was more
7 or less to clarify the contract as -- as BLT really
8 understood it, and what they were doing, and what the
9 Town were supposed to do. And there was all the
10 things.

11 So I think as the project sort of went
12 along during construction, and yeah, stated this, and
13 -- and we did this, and there was a lot of other
14 things, site work, and all that kind of stuff.

15 THE HONOURABLE FRANK MARROCCO: So --
16 so the -- the shield is identified as the Town's
17 responsibility?

18 MR. RON MARTIN: Correct.

19

20 (BRIEF PAUSE)

21

22 THE HONOURABLE FRANK MARROCCO: In
23 terms of your responsibilities in terms of what you're
24 doing, do -- do you cease to be concerned about the
25 shield because it's the Town's responsibility, or how

1 does that work?

2 MR. RON MARTIN: I think the shield --
3 because the matrix was -- I don't know what the date
4 of the matrix was, so it -- basically, it looked like
5 the BLT folks were saying, Well, the shield -- and
6 this all came out after -- wasn't included --

7 THE HONOURABLE FRANK MARROCCO: M-hm.

8 MR. RON MARTIN: -- through
9 negotiation in the original contract. If you want it,
10 you buy it.

11 And then this -- what I'm just going
12 here is they're saying really, then, it can be added
13 even after the fact, at an substantial cost.

14 THE HONOURABLE FRANK MARROCCO: Right.

15 MR. RON MARTIN: So that would be a
16 Town initiative after the fact, but it wasn't included
17 in the original contract.

18 THE HONOURABLE FRANK MARROCCO: So
19 from your perspective as the project coordinator, as
20 the --

21 MR. RON MARTIN: M-hm.

22 THE HONOURABLE FRANK MARROCCO: --
23 Town's representative, you were concerned to identify
24 BLT responsibilities to make sure that BLT did what
25 they were supposed to do. What the Town's -- what was

1 the Town's responsibility -- would -- would it be your
2 responsibility to see whether the Town does it or not,
3 or were you not concerned about that, or how did that
4 work?

5 MR. RON MARTIN: Well, I was. I think
6 stuff that was kind of related -- and -- and I -- when
7 I was looking at the list, but there were some Town
8 responsibilities, furniture, or equipment in the -- in
9 the concession booth, stuff like that, was a -- was a
10 Town responsibility identified in these matrix, which
11 both myself and Parks and Rec, we felt we were
12 responsible for making sure that kind of stuff
13 happened --

14 THE HONOURABLE FRANK MARROCCO: All
15 right.

16 MR. RON MARTIN: -- and ended up being
17 part of the project. The big stuff, the -- the
18 engineering stuff, well, it was identified by Town of
19 Collingwood too. That was kind of going through the
20 engineering department.

21 But this shield thing, bec -- and I
22 think that all came to be because of the -- of the --
23 obviously, the vandalism, and that kind of highlighted
24 it. And then -- and then I think what -- what further
25 complicated it a bit is perhaps that wasn't clearly

1 spelled out at the beginning of the project to some
2 members of Council who thought that that was part of
3 the contract.

4 THE HONOURABLE FRANK MARROCCO: Well,
5 and -- and there, it would affect their appreciation
6 of what the total cost of the membrane would be versus
7 a prefabricated building, for example, because if they
8 thought the shield was included and it wasn't, then
9 you would have to add the shield to that price in
10 order to get a -- a fair comparison of the two (2)
11 costs?

12 MR. RON MARTIN: That's correct.

13 THE HONOURABLE FRANK MARROCCO: Yeah.

14 MR. RON MARTIN: I -- I think in 20/20
15 hindsight, I think had Council been said, Here's the -
16 - here's the -- here's what this building costs.
17 Here's what this shield -- it -- it doesn't include
18 the shield. Here's what the shield costs, then the
19 Council of the day would have been very clear that we
20 decided not to put it on, or we put it on and it costs
21 this much money.

22 THE HONOURABLE FRANK MARROCCO: Or --
23 or this isn't as cheap as we thought, because there's
24 no shield there. It's not protected.

25 MR. RON MARTIN: At least some --

1 THE HONOURABLE FRANK MARROCCO: It's
2 not protected.

3 MR. RON MARTIN: Sorry. At least it
4 would have given them the option to make that
5 decision. You're absolutely correct.

6 THE HONOURABLE FRANK MARROCCO: Right.

7

8 (BRIEF PAUSE)

9

10 CONTINUED BY MS. KATE MCGRANN:

11 MS. KATE MCGRANN: I'm going to ask
12 you some -- some questions at a high level about how
13 the contru -- construction progressed on the two (2)
14 buildings, starting with the arena.

15 MR. RON MARTIN: M-hm.

16 MS. KATE MCGRANN: Generally, at a
17 high-level, how did the construction of -- of the
18 arena building go?

19 MR. RON MARTIN: The arena went well.
20 I'd have to say that. You know, how it was -- do you
21 want me to give you some reasons why I think it went
22 well, or just say, well --

23 MS. KATE MCGRANN: Hap -- happy to --
24 just interested to hear how it went from a, you know,
25 a thousand foot level.

1 MR. RON MARTIN: Okay. I think one of
2 the -- the advantages of the arena site, it was a
3 clean site, easy to work on, relatively
4 straightforward building, you know, nice plans, some
5 complications, but really lots of access, no
6 complications, no site complications, went up smooth.
7 We had the stuff about the site works and stuff like
8 that, but the actual hard construction went okay, so
9 no, the -- the arena went quite well, very well.

10 MS. KATE MCGRANN: Turning to the
11 pool, you know, we know that some maj -- some changes
12 were made to the original plan for the pool. There's
13 the inclusion of a therapeutic pool in the plan and
14 then there were upgrades to the existing pool for
15 competitive swimming purposes, and I'll come to some
16 questions about those shortly.

17 But leaving those topics aside for a
18 second, generally, how did the construction of the
19 pool go?

20 MR. RON MARTIN: Not so well actually.
21 It was a complex -- I think the difference was, is
22 pretty obvious, we were renovating and adding to an
23 existing pool versus a nice clean brand new arena, so
24 we had -- we, I mean the contractor, had to deal with
25 an existing pool, existing equipment, existing

1 underground services, a little more problematic site -
2 - soil conditions, so it -- it wasn't as easy -- and
3 it was -- I think in general it was a more -- it was a
4 more complex building.

5 MS. KATE MCGRANN: Do you know what
6 assessment had been made of -- of the pool or the pool
7 site before the design bill contract was signed?

8 MR. RON MARTIN: I don't know. I
9 wasn't involved.

10 MS. KATE MCGRANN: Was any assessment
11 made of -- of the pool itself or of the site before
12 construction started while you were involved?

13 MR. RON MARTIN: While I was involved,
14 after --

15 MS. KATE MCGRANN: Yes.

16 MR. RON MARTIN: I think the only --
17 just from a preliminary assessment, I know we had --
18 we retained a structural engineer, a local structural
19 engineer, to examine the condition of the old concrete
20 pool --

21 MS. KATE MCGRANN: Yes.

22 MR. RON MARTIN: -- the tub, you know,
23 to make sure we weren't -- before -- after it was
24 drained we wanted to make sure that there were no --
25 where we're putting good money -- we had no cracks,

1 that it was structurally stable. I know that review
2 was done just to make us all feel comfortable about
3 that. That was the only direct item that I knew was
4 analyzed.

5 MS. KATE MCGRANN: And that work was
6 done after the contract was signed and after you
7 became involved?

8 MR. RON MARTIN: Yes. It was done by
9 a third party engineer.

10 MS. KATE MCGRANN: If we could turn up
11 paragraph 885 of the Foundation Document.

12 This paragraph describes part of a
13 discussion that took place at a Council meeting on
14 April 29th, 2013, and in particular in response to a
15 question that you were asked, you identify that there
16 are two (2) major items that were out of the project,
17 the therapy pool and the pool upgrades, and then you
18 identify several unforeseen costs.

19 I just want to ask you some questions
20 about those. So if you look at paragraph 885
21 subparagraph (a), this identifies a cost of \$63,507
22 for soil removal. The transcript of the meeting shows
23 that you explained:

24 "When we increased the size of the
25 building to the south, we had to

1 excavate some of the old earth that
2 had probably been there in 1967 when
3 the original pool was excavated. We
4 had a third party engineer come and
5 it was incapable of supporting the
6 weight of the building, so we had to
7 remove the soil, bring in new soil,
8 compact it under the supervision of
9 a soils engineer."

10 When you say, "When we increased the
11 size of the building to the south," what are you
12 referring to there?

13 MR. RON MARTIN: That was -- that was
14 when the therapy pool was added to the original scope
15 of work. Therapy pool was in at the south end of the
16 original pool, which meant the whole building
17 basically, extended to the south.

18 MS. KATE MCGRANN: And I take it that
19 -- you know, in terms of when the decision was made to
20 include the therapy pool and when you discover that
21 you're going to have to do this additional work in
22 order to do it, do you remember if any -- any work had
23 been done to explore the site and assess the
24 feasibility of including the therapy pool before a
25 decision was made to include it in the project?

1 MR. RON MARTIN: Not that I was aware
2 of.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: If we could scroll
7 down a little bit further to the subparagraph (b),
8 this describes a -- the need for new piping in the
9 pool, and you've explained that nobody realized that
10 the actual piping that came out of the old equipment
11 room actually went to the east, then ran north, and
12 then ran back under the pool. And when it was an
13 outside pool, it didn't really matter, but when we
14 built the new building, our piping was outside the
15 building, and it wasn't in great shape.

16 Can you just explain to us a little bit
17 more what -- what you're describing here or what you
18 have described here to Council? What issue did you
19 run into?

20 MR. RON MARTIN: I think the idea was
21 everybody thought -- and I mean, we didn't have any
22 drawings to work with, so everybody assumed that the
23 piping coming out of the equipment room, the old
24 equipment room, would have ran sort of parallel to the
25 -- to the pool and connected to the drains and all

1 that kind of stuff.

2 But when we actually got into it and
3 removed all the concrete, the piping didn't run that
4 way. It ran out and down, for some reason -- why they
5 did it in 1967, I don't know -- and then -- and then
6 back in.

7 So I think -- and I think it was almost
8 a moot point anyway because the piping that everybody
9 sort of -- I shouldn't say this, because I think there
10 was the assumption maybe a lot of this piping and
11 connections that was working in the old pool could be
12 reused, but it was -- the old piping, some of it you
13 could just squish in your hand by the time we got down
14 to it. It was completely shot, so it had to be
15 replaced.

16 MS. KATE MCGRANN: When you say you
17 didn't have any drawings, what did you mean by that?

18 MR. RON MARTIN: Well, we didn't
19 really have any accurate -- or we, the Town, didn't
20 have that accurate of detail what was actually built
21 in 1967.

22 MS. KATE MCGRANN: Okay. So was it
23 the case that what you knew about the pool was
24 basically what you could see by looking at it?

25 MR. RON MARTIN: Pretty much.

1 Exactly.

2 MS. KATE MCGRANN: It looks to me like
3 -- didn't take any steps to explore and better
4 understand what was involved with the pool beyond what
5 you could see until you got into -- to working with
6 it, and then you discover things like this.

7 MR. RON MARTIN: Yeah. That's exactly
8 what happened, and I don't know how you would have,
9 some of that. I mean, you would have had to dig it up
10 to find out that the pipe isn't there; it's over
11 there. So I think no matter how much investigation
12 you did prior to, you may have still run into some of
13 this stuff.

14 MS. KATE MCGRANN: Turning now to the
15 introduction of the therapeutic pool, we can see from
16 the documents that we've received, and information
17 we've heard, that Council decided to include a
18 therapeutic pool in -- in the pool construction in
19 October 2015.

20 You've given us a bit of information
21 about this already, but from a construction
22 perspective, what changes to the approved pool plan
23 were required to incorporate the -- the therapeutic
24 pool?

25 MR. RON MARTIN: Well, I guess the

1 basic one was the building had to get bigger. That
2 was number one. And then the pool itself, the therapy
3 pool, then all the -- the separate mechanicals that
4 had to go along, filters and all that -- heaters and
5 all that kind of stuff that went along with the pool.
6 So -- so basically it was -- it's almost like a total
7 separate project incorporated in the original project.

8 MS. KATE MCGRANN: If we could look at
9 paragraph 706 of the Foundation Document.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: This paragraph
14 mentions an October 4th, 2012, meeting about the pool
15 that you -- it looks like you attended along with Mr.
16 Houghton, Dennis Seymour, Marta Proctor, and Paul
17 Waddell from BLT.

18 Understanding that this is a long time
19 ago, do you remember attending -- attending the
20 meeting that's described in this paragraph?

21 MR. RON MARTIN: Actually I don't.

22 MS. KATE MCGRANN: After the meeting
23 you write an email to Mr. Waddell, with a copy to Mr.
24 Houghton, and you say:

25 "Thanks for this morning. You were

1 a lot cooler than I might have been
2 with all of the suggestions and
3 changes coming at you. Not sure how
4 we got this far, however, I agree we
5 should attempt to incorporate as
6 many of the suggestions as possible
7 within our time frame and budget."

8 First of all, do you know what you were
9 referring to when you talk about "all the suggestions
10 and changes that were coming at Mr. Waddell?

11 MR. RON MARTIN: Not specifically, no.

12 MS. KATE MCGRANN: You go on to say
13 that:

14 "We should attempt to incorporate as
15 many of the suggestions as possible
16 --

17 MR. RON MARTIN: M-hm.

18 MS. KATE MCGRANN: -- within our time
19 frame and budget."

20 Do you know what time frame you were
21 referring to there?

22 MR. RON MARTIN: Well, I think -- I
23 think we were always working with the original
24 contract's schedule that -- that basically was when
25 the BLT/Sprung negotiated with the Town and they said

1 they would build these facilities for 'X' dollars in
2 "X' amount of time. So I think that's the schedule
3 that was always -- everybody was always working to.

4 I know on the Town side that's what we
5 were working to.

6

7 MS. KATE MCGRANN: Okay. And do you
8 know what budget you're referring to in this email?

9 MR. RON MARTIN: I would guess,
10 whether I should have used the word "budget", but
11 maybe that was the total contract price.

12 MS. KATE MCGRANN: We can see that
13 there's a change order put in place, and I believe
14 that comes with additional costs associated to the
15 therapy pool.

16 Does that assist you in -- in
17 remembering whether the budget you were referring to
18 is the additional contract price or -- or another
19 budget that had maybe been set out for the therapy
20 pool itself?

21 MR. RON MARTIN: No. I think it would
22 have to be the -- I imagine if this relates to the
23 therapy pool, there was probably a budget for the
24 therapy pool, and that's likely what -- what I was
25 referring to, like -- like by adding this component

1 into the original building, what's that going to do to
2 the -- the project costs and what's that going to do
3 to the overall schedule, time frame.

4 THE HONOURABLE FRANK MARROCCO: Just
5 let me --

6 MR. RON MARTIN: Sure.

7 THE HONOURABLE FRANK MARROCCO: It --
8 it says in that email "all the suggestions and
9 changes."

10 I appreciate you may not remember
11 specifically what they were, but generally speaking,
12 what was the -- the source or the -- of these
13 suggestions and changes?

14 MR. RON MARTIN: I'm -- I would think,
15 judging from the people that were attending, they were
16 likely Parks and Rec requests or changes.

17 Because you had Dennis Seymour and
18 Marta Proctor there representing the pool or the rec
19 department.

20 MR. ERIC NEUBAUER: Commissioner,
21 sorry, over here.

22 THE HONOURABLE FRANK MARROCCO: Yes?

23 MR. ERIC NEUBAUER: I'm wondering if
24 it would be helpful for the witness to review the
25 email chain that's referenced, rather than just the

1 excerpt of the last part of the email chain and that
2 might help refresh his memory.

3 MS. KATE MCGRANN: Certainly, let's
4 pull that up. It's a CJI7552.

5

6 CONTINUED BY MS. KATE MCGRANN:

7 MS. KATE MCGRANN: Can we start at the
8 bottom and if you just want to let us know when you're
9 finished reading what's in front of you, then we'll
10 scroll up and let you -- let you read the entire
11 thing.

12 MR. RON MARTIN: Good, thank you.
13 Good. Okay, thank you.

14

15 (BRIEF PAUSE)

16

17 THE HONOURABLE FRANK MARROCCO: So can
18 you just -- I appreciate you've now read them, but
19 generally speaking, what were these -- what were all
20 these suggestions and changes, what -- what was
21 causing this to happen?

22 MR. RON MARTIN: I think that, if I'm
23 reading this correctly, that change we're referring to
24 originally was something to do with the elevations of
25 some of the concrete slabs to take some of the slabs

1 out and make everything level all on one.

2 THE HONOURABLE FRANK MARROCCO: So are
3 these suggestions and changes that are caused by the
4 project going ahead or are they things that people
5 didn't think about, like that's what I'm trying to get
6 a sense of.

7 I can back up, in fact, while you think
8 about that, let me -- before you answer that.

9 Were you ever given a satisfactory
10 explanation as to why someone with your experience
11 wasn't involved in this from the beginning?

12 MR. RON MARTIN: No. No, I wasn't.

13 THE HONOURABLE FRANK MARROCCO: So,
14 back to the other question then. These changes, are
15 they like on -- you know how a project goes along and
16 things come up and changes have to be made, there's
17 that kind of thing which I don't know that anybody can
18 appreciate.

19 MR. RON MARTIN: M-hm.

20 THE HONOURABLE FRANK MARROCCO: But
21 then there are changes because the people involved at
22 the very beginning just don't really appreciate what
23 they're necessarily involved with.

24 I'm trying to get a sense of whether --
25 what kind of changes we're dealing with here.

1 MR. RON MARTIN: I think going back,
2 because we were comparing the arena to the pool, so
3 going back to the original discussion, the pool
4 basically, I think because of the nature of what was
5 there, it was a 1967 volunteer-built pool. And I
6 think the concept was somehow it could be added to and
7 altered.

8 It almost seemed every meeting there
9 would be a new problem, a new piece of equipment, a
10 new concrete slab, a -- a new batch of piping that we
11 couldn't reuse.

12 So it was almost on a weekly basis that
13 we had to re-analyse and regroup and redesign and
14 figure okay, how are we going to put all this
15 together.

16 And -- and when I say "we" it was
17 basically myself, as the contractor, Parks and Rec,
18 all trying to get through this process knowing we had
19 x-amount of dollars and we had x-amount of time to
20 complete the project, or that's what Council expected
21 everybody to do.

22 THE HONOURABLE FRANK MARROCCO: Was it
23 ever the thought that there were so many changes that
24 had to be made to this volunteer built pool, it would
25 be better to just start all over again and put in a

1 proper pool? I want an answer, I --

2 MR. RON MARTIN: I think -- I think it
3 was well-intentioned, the concept was good, I think
4 had everybody been given the time to really do a -- an
5 in-depth analysis of what we were dealing with there,
6 that might have been the conclusion that perhaps it
7 would be better to.

8 But -- but you know, I wasn't part of
9 that team. I hate to be the Monday morning
10 quarterback here and -- and say I might have made a
11 different decision, because maybe I wouldn't have.

12 But had that analysis been done,
13 perhaps the result might have been lets just build a
14 new pool. Similar to the arena, on a clean site.

15 THE HONOURABLE FRANK MARROCCO: Right.
16 Exactly, that's the experience with the arena was
17 different, right, because it was a clean site, you
18 said?

19 MR. RON MARTIN: Right.

20 THE HONOURABLE FRANK MARROCCO: Right.
21 Thank you.

22

23 CONTINUED BY MS. KATE MCGRANN:

24 MS. KATE MCGRANN: Turning back to the
25 construction of the therapeutic pool, who sourced all

1 of the contracts for the work required to put that
2 pool in?

3 MR. RON MARTIN: Is -- that was put
4 through I think BLT, because they were -- basically it
5 was their site.

6 So it was -- it was like almost treated
7 as a -- an addendum to the contract, really, to add
8 that pool. I think what we did -- that was early on
9 in my involvement on that, but I think we did ask for
10 them to tender it, to give us more than one (1) price
11 for that piece.

12 And, as far as I can recall, they did
13 do that. And then we opened those tenders and awarded
14 to XYZ company to do the therapy pool.

15 MS. KATE MCGRANN: And who managed the
16 construction of the pool? Who oversaw it?

17 MR. RON MARTIN: Went through BLT,
18 became part of their contract.

19 MS. KATE MCGRANN: Okay.

20 MR. RON MARTIN: Became an extra to
21 their contract.

22 MS. KATE MCGRANN: The other thing I
23 want to ask you about is the upgrades that were made
24 to the existing pool to -- to bring it to a standard
25 whereby it could be used to host competitive swim

1 meets.

2 What changes did you have to make to
3 the pool in order to get it to a competitive swim
4 standard?

5 MR. RON MARTIN: So, what had to
6 happen -- I think it's FINA. Is that the -- is it
7 FINA?

8 MS. KATE MCGRANN: Yeah. Yeah, the
9 acronym is F-I-N-A.

10 MR. RON MARTIN: Yeah. Yeah. So,
11 when the decision was made, and I don't exactly
12 remember the timing, to -- to upgrade to make it a
13 competitive pool --

14 MS. KATE MCGRANN: I can help you with
15 the timing.

16 MR. RON MARTIN: Yeah. All right.

17 MS. KATE MCGRANN: It looks like
18 council votes to -- to make those upgrades on February
19 11th, 2013.

20 MR. RON MARTIN: Okay. That's good.
21 So, basically, the project had started. Then somehow
22 -- and I recall going to a meeting on this. I think
23 Mr. Houghton was there, and some representatives from
24 the -- the swim team, from Clippers, I believe.

25 And -- and then sort of we're doing all

1 this should it be brought up to competitive standards
2 so it can be used by -- you know, for meets and all
3 that kind of stuff. And -- and I believe the Clipper
4 people raised some money to put towards that. I don't
5 remember the amount.

6 So, the decision was -- sort of said,
7 well, what -- what would this cost. And so, we had to
8 go back, kind of going back to the ana -- analysing
9 the pool and saying, okay, fine, if you're going
10 competitive, it has to be exact length, it has to be -
11 - you know, the starting blocks.

12 It was a big job to do that. And I
13 don't remember exactly how the money came about,
14 whether BLT helped and said, okay, fine. Because BLT
15 had a separate contractor who were the pool experts.

16 So, whether they went back and said to
17 the pool experts, I think it was PPL or something, how
18 -- how much is all this going to cost. The short
19 story is the pool was too long, it had to be laser
20 measured, so we had to shorten the pool.

21 All of the perimeter drainage, I think
22 the skimmers or whatever you call it, the -- you can't
23 have the little ones like a conventional pool, they
24 all have to be seamless so no water pushes back on the
25 outside swimmers.

1 The top of the pool had to be cut off.
2 All new drainage had to be put in around the perimeter
3 of the pool, a starting box added, touch pads, the
4 electronics to handle all that stuff. So, that became
5 almost a project onto itself.

6 MS. KATE MCGRANN: Okay. So, you
7 shortened the length of it. You --

8 MR. RON MARTIN: Yeah.

9 MS. KATE MCGRANN: -- shortened the
10 depth of it --

11 MR. RON MARTIN: Right.

12 MS. KATE MCGRANN: -- and include new
13 drainage infiltration systems, touch pads and starting
14 blocks?

15 MR. RON MARTIN: M-hm.

16 MS. KATE MCGRANN: Anything else that
17 you can recall had to be done to the pool?

18 MR. RON MARTIN: I think time clocks.

19 MS. KATE MCGRANN: M-hm.

20 MR. RON MARTIN: All the computerized
21 system to run all that connected to the -- connected,
22 obviously, to all this pad stuff. I mean, it was a
23 whole -- a whole major job to -- to the existing old
24 concrete tub.

25 THE HONOURABLE FRANK MARROCCO: And --

1 and is this part of the same sort of thing that would
2 have been considered when you were deciding what to do
3 in terms of replacing it?

4 MR. RON MARTIN: Well, I think what
5 would have happened, if -- if that decision had been
6 made early on in the -- in the project, like, early,
7 early on, then what would have happened is they would
8 have said, okay, that sounds like a great idea, what's
9 involved, and all that same stuff I just talked about
10 would have happened prior to the contract. And that
11 amount of money would have been included in the -- in
12 the base contract, not an add-on to the existing
13 contract.

14 THE HONOURABLE FRANK MARROCCO: But
15 would that also not speak to whether or not it makes
16 sense to make those repairs to the -- what did you
17 call it, the -- the existing tub --

18 MR. RON MARTIN: The old concrete --

19 THE HONOURABLE FRANK MARROCCO: -- the
20 old concrete tub or whether --

21 MR. RON MARTIN: Sure. Absolutely,
22 because if somebody had said back then or -- or prior
23 to the contract, oh, we -- we'd like this to be a FINA
24 standard tub for the kids for competitive swimming,
25 what's it going to take to make this, then that would

1 have added -- that would have obviously been included
2 in that equation for a new facility.

3 THE HONOURABLE FRANK MARROCCO: Right.
4 It just takes a certain amount of thought and time to
5 go through those kind of problems --

6 MR. RON MARTIN: Correct.

7 THE HONOURABLE FRANK MARROCCO: --
8 before you plunge again, if you'll pardon that. Thank
9 you.

10

11 (BRIEF PAUSE)

12

13 CONTINUED BY MS. KATE MCGRANN:

14 MS. KATE MCGRANN: I don't have a pun
15 to use to --

16 MR. RON MARTIN: No, I don't mind.
17 I'm just --

18 MS. KATE MCGRANN: I just --

19 MR. RON MARTIN: I'm just the witness
20 here.

21 MS. KATE MCGRANN: -- feel like a
22 failure, frankly.

23 THE HONOURABLE FRANK MARROCCO: That's
24 a -- that was enough really.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: Just a dry turn
3 away from the pool to a different topic. I was going
4 to ask you some questions about LEED certification.

5 MR. RON MARTIN: Sure.

6 MS. KATE MCGRANN: Now, I understand
7 that you had experience with the LEED certification
8 process from the work you did on the library, which I
9 understand is a LEED gold certified building?

10 MR. RON MARTIN: Correct.

11 MS. KATE MCGRANN: In your experience
12 from -- from the work you did on that building, what
13 did pursuing LEED certification involve? What did you
14 have to do to get it?

15 MR. RON MARTIN: Okay, I'll -- I'll
16 use the -- again, the library as -- as an example but
17 I'll try and give you the Coles Notes version here.

18 First of all, going back to when --
19 when the library project was first sort of in the very
20 early stages, council of the day made the decision to
21 pursue building a LEED certified building.

22 And part of that I -- I was a bit
23 involved in. Part of that said, well, that -- they
24 were doing it for, obviously, all the good reasons and
25 what's involved in that, what's involved in that time

1 wise, what's involved money wise, and how do we go
2 through this process.

3 So -- and they said they would do it,
4 let's pursue LEED, and true LEED, LEED accreditation
5 with the plaque and the whole bit.

6 So, when the project starts we say --
7 we tendered and retained third-party engineers. I
8 think the name -- Enermodel who were quite well known
9 as LEED engineers across Canada, had done several
10 buildings. So, they were kind of our -- our private
11 consultants.

12 Then when we did the original design
13 concepts we -- sort of in-house, the library board and
14 myself and a few others, said, okay, fine, we're --
15 we're going to build a LEED building, and -- and
16 really even have to decide whether you're going gold,
17 silver, you know, what level because it all -- it all
18 equates to time and money and everything.

19 So, they said, let's go for LEED gold,
20 which we -- we did. We pursued that. We -- then when
21 we went out for tender to the -- the prime architects,
22 engineers and stuff to design the building on our
23 behalf, we stated right there, where you are putting
24 your -- basing your quote to price to the Town on a
25 LEED building.

1 So, obviously, we were looking for
2 architects and engineers with LEED experience. Then
3 we meet and we decide -- we take the menu, basically.
4 I'll call it, okay, here's LEED gold, here's -- to
5 build a 30,000 square foot library building.

6 To get to that, you have to get so many
7 points. And there's flexibility in that system, so
8 you have to decide how are we going to get this number
9 of points to, hopefully, at the end of the day, get
10 accreditation.

11 And just a couple of examples, I mean,
12 you can do the basic stuff, like, the -- the lights
13 and the automatic switches and stuff. But there to
14 get up to that number of points you have to do a
15 percentage of window glass opens for natural light.

16 We ended up with a green roof which
17 gave us a lot of points. We ended up with sixty-two
18 (62) heat pumps in that building, twenty-eight (28)
19 wells 300 feet deep under the parking lot drilled, so
20 it's a glycol, obviously, through all the heating
21 system.

22 The gree -- the green roof, rain goes
23 down into a cistern with a low velocity pump that
24 pumps it back up to irrigate the roof. There was all
25 these things. But that has to be part of the early

1 process of the building to say, at the end of the day,
2 we're going to get, I can't even remember, a hundred
3 points or something.

4 So, then when the engineers and stuff
5 are doing the con -- doing the tendered documents and
6 the drawings, all of those pieces get incorporated
7 into that.

8 Then they -- it was quite
9 interesting -- so then what happens is the third-party
10 engineers being Enermodal, they have to -- to monitor
11 all of this stuff during the construction phase. It's
12 all good to say we're going to do it, but you have to
13 prove you did it.

14 So they would be onsite all the time.
15 Every garbage bin had to be separate. This can go
16 recycle here; this can recycle here. Where did this
17 wood come from? Renewable for us. They went through
18 every -- which really caused a delay, I guess I could
19 say it, but it -- it slowed down the process, but that
20 was fine.

21 So then you do all that; you build a
22 building. They certify it was built. And the whole
23 idea on the library was that you're putting X amount
24 of money into this.

25 When -- you're saving Mother Earth, I

1 guess -- but when you get your money back 'cause
2 you're investing so much -- so what you do is go back
3 to them and say, let's just say we're building
4 30,000 square foot of building. That's base building.
5 No -- no LEED. That's going to have so much energy
6 consumption per year.

7 Now we've done a LEED building. The
8 payback, based on -- on those two (2) buildings, was
9 seven (7) years. So what you put up front, you're
10 supposed to get back in seven (7) years.

11 But then you have to go into -- and I
12 was still involved in it a bit then -- you go into a
13 monitoring system. If it's over three (3) years after
14 you had to send the LEED people all of your energy
15 bills, your gas bill, your hydro bill to see if you're
16 really achieving those -- those savings, which we did.

17 So then after all of that, all of that
18 documents, all of that stuff gets sent to the LEED
19 accreditation folks. They analyze it all, and they --
20 they say, yes, you've met everything, and you get your
21 nice LEED gold plaque. That's a long-winded version
22 of what was involved with LEED.

23 MS. KATE MCGRANN: It sounds like
24 compared to what was involved, it's a very brief
25 version actually.

1 Based on your experience, did you have
2 a view on whether you could decide to pursue LEED
3 certification after you have begun construction on a
4 project like a gym? Could you just make that decision
5 to start it up after you had gotten started on
6 building something?

7 MR. RON MARTIN: I don't know how
8 you'd do it after the fact, 'cause like I just
9 described, all of those decisions are made very early
10 on in the process before you even really do the
11 drawings, before you even do the design 'cause --
12 'cause you can mix and match. You can say we don't
13 want to do this, but we will do this.

14 So you have to -- you have to make
15 those decisions really early in -- in the process.

16 MS. KATE MCGRANN: Just to help us
17 understand better, the points that you had described
18 that you're pursuing through these various growing
19 initiatives, what do those points represent? What do
20 you -- they represent, like, an offsetting of the
21 energies, or do they represent a...

22 MR. RON MARTIN: My understanding, I
23 think when you do it, you had to have something -- I'm
24 sure it was developed and designed by the LEED folks
25 to say, okay, fine. You know, you're going to have to

1 achieve these many points, and there was steps.

2 So many points for silver; so many
3 points for gold. And then some of the things were
4 very easy to achieve -- simplistic things -- and you
5 get a few points for those.

6 I don't know whether it actually
7 equated to any energy thing or anything. It was just
8 kind of, if you do all of this stuff -- certainly I
9 know in the library -- I'll use that as an example.
10 For the green roof, it got a lot of points --

11 MS. KATE MCGRANN: M-hm.

12 MR. RON MARTIN: -- for very obvious
13 reasons.

14 MS. KATE MCGRANN: Yeah. Okay. Did
15 you have any understanding when you started working on
16 the pool and arena as to whether either of those
17 buildings -- whether you were going to try to get
18 either of those buildings LEED certified at all?

19 MR. RON MARTIN: I didn't have any
20 understanding or -- you know, it wasn't clear to me at
21 that stage in the process.

22 I mean like I say, I was there after
23 the contract was signed. So I -- I don't know how
24 that would have worked really.

25 MS. KATE MCGRANN: Okay. It certainly

1 wasn't your understanding that the goal was to pursue
2 LEED solar certification --

3 MR. RON MARTIN: No.

4 MS. KATE MCGRANN: -- for either of
5 those buildings, or any LEED certification for those
6 buildings?

7 MR. RON MARTIN: It wasn't -- that
8 wasn't my understanding.

9 MS. KATE MCGRANN: I want to ask you a
10 question about a statement that's made in the staff
11 report that was presented to Council on August 27th,
12 2012, and again, I know that you've told us that you
13 had no involvement in the drafting of that report.
14 But if we could go to CJI6146 and turn to page 4.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: If we could look at
19 the second paragraph on this page. This is in -- with
20 respect to the discussion of the two (2) alternatives
21 that are being considered for the arena, the pre-eng
22 building -- the pre-eng steel building, the
23 architectural fabric membrane.

24 The paragraph here says:

25 "Each of the arenas proposed would

1 qualify for a LEED silver
2 accreditation. In order to receive
3 the accreditation, there would be
4 additional commissioning costs for
5 either building system."

6 And then it goes on to say:

7 "A significant difference in the two
8 construction types is that the
9 insulated architectural membrane
10 structure has the LEED requirements
11 built into its basic design whereas
12 the traditionally industrial
13 pre-engineered steel building must
14 be modified to meet the requirements
15 leading to additional costs and
16 custom components."

17 Specifically with respect to the
18 statement that the insulated architectural membrane
19 structure has the "LEED requirements built into its
20 basic design," do you know what that means?

21 MR. RON MARTIN: I'll guess, and I
22 shouldn't. Should I? Do you want me to?

23 THE HONOURABLE FRANK MARROCCO: No.

24 MS. KATE MCGRANN: No, no.

25 THE HONOURABLE FRANK MARROCCO: I

1 don't think so.

2 MS. KATE MCGRANN: We don't want you
3 to guess.

4 MR. RON MARTIN: When they -- when
5 they say that --

6 THE HONOURABLE FRANK MARROCCO: Oh, so
7 you are going to guess.

8 MR. RON MARTIN: I'm trying not to
9 guess.

10

11 CONTINUED BY MS. KATE MCGRANN:

12 MS. KATE MCGRANN: Maybe I can ask you
13 a --

14 MR. RON MARTIN: Yeah. Ask me a
15 better question.

16 MS. KATE MCGRANN: An evergreen
17 comment. When you read this, what do you understand
18 it to mean? Does it make sense to you?

19 MR. RON MARTIN: Oh, I would
20 understand that to mean that the -- the commissioning
21 is straightforward. I agree with that. It would have
22 to be commissioned, and that's -- that's normal.

23 I think what it could mean is the
24 LEED -- the Sprung building perhaps would qualify for
25 a component in a LEED design building. And I refer

1 that probably to an insulated -- insulation value
2 because I know on the library, the R-value of the
3 walls had to be increased to meet a LEED standard.

4 So perhaps what that means is when you
5 go through all this checklist, the R-value of a -- of
6 a Sprung building would meet one of those point
7 requirements and that a pre-engineered steel building
8 would have to have added insulation to meet that
9 requirement.

10 MS. KATE MCGRANN: Okay.

11 MR. RON MARTIN: That's what I think.

12 THE HONOURABLE FRANK MARROCCO: But it
13 would certainly be wrong to read it that you're going
14 to get the certification by building the architectural
15 membrane because, as I understand your evidence,
16 there's a whole lot more to getting the actual
17 accreditation than there is to just building the
18 building.

19 MR. RON MARTIN: That's -- that's
20 correct. I think -- that's why I took a bit 'cause
21 they say "each of the arenas proposed would qualify,"
22 and I read that the same. Like they "would." It's
23 not saying they will, or they -- they shall.

24 THE HONOURABLE FRANK MARROCCO: Right.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: More of a --
3 there's nothing here that would stop you for taking
4 the -- all of the steps you would be -- you would have
5 to take to seek certification basically.

6 Well, let me try that again. It's not
7 going to be sufficient to simply use a Sprung
8 building. That's not going to be enough to get you
9 the LEED silver certification. You're going to have
10 to do that and other things.

11 MR. RON MARTIN: Correct.

12 MS. KATE MCGRANN: What kind of
13 feedback did you get from Council about the progress
14 of the construction as you were going through the
15 building of the two (2) buildings?

16 MR. RON MARTIN: I think mixed. Some
17 positive, some, I'd have to say, negative. But I
18 think that was more related to their feelings on the
19 project. I think as far as true construction, it
20 was -- the construction was the construction.

21 I -- I think the feedback was more
22 whether they agreed with the project in general rather
23 than what was really happening on the site.

24 MS. KATE MCGRANN: Turning to one
25 final document that I have some questions about, it's

1 at TOC513097.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: And could you just
6 scroll to the bottom of this document, please.

7 So -- well, we've only got a --
8 basically a photocopy of this document. It doesn't
9 have a date on it, but what we've got here is a
10 message from Mr. Waddell to you saying:

11 "Hi Ron, I need to further confirm
12 many of the above numbers and
13 details more accurately, but you can
14 see -- you can easily see where I'm
15 coming from in this draft format
16 snapshot of costs. Please advise if
17 you wish to scrutinize the line
18 items and the budget any further,
19 I'd be happy to do so. I feel we've
20 installed a more than premium
21 facility and gone beyond what we
22 initially imagined for this
23 project."

24 And then he describes, he gives you
25 some examples and says he'd rather not keep going and

1 he finishes with "many thanks".

2 And if you could scroll up to give Mr.
3 Martin the opportunity to review the -- the costs
4 above.

5 Could you scroll up to let him review
6 the -- the costs above?

7

8 (BRIEF PAUSE)

9

10 THE HONOURABLE FRANK MARROCCO:

11 Scroll, scroll down a bit so you can see the total.

12

13 (BRIEF PAUSE)

14

15 CONTINUED BY MS. KATE MCGRANN

16 MS. KATE MCGRANN: And just to help
17 you put this in time, my colleague has advised me that
18 we do have another version of this document that's
19 dated January 14th, 2014. So you'd be receiving this
20 at the beginning of the year in 2014. We'll try to
21 get a copy of that up so you can take a look at it.

22 MR. JOHN MATHER: That's TOC0402906.1.

23

24 (BRIEF PAUSE)

25

1 CONTINUED BY MS. KATE MCGRANN

2 MS. KATE MCGRANN: Can you help us
3 understand what this list of -- of approximate costs
4 of upgrades and changes is and what you're being asked
5 to do in this email exchange?

6 MR. RON MARTIN: I -- I think what
7 this was, this was near the end of the project. I
8 think there was, like any project, there was some
9 discussion near the end about perhaps some
10 deficiencies and holdbacks and final payments and
11 these kinds of things, and I think what Paul or Mr.
12 Waddell was trying to point out here was things that
13 he felt or BLT felt they had done certainly above and
14 beyond what was originally called for in the -- in
15 their opinion in the contract.

16 And I think this was just sort of a --
17 a negotiation thing saying we want our money, we're
18 finished, we've done all this in good faith.

19 We didn't pay this amount of money.

20 MS. KATE MCGRANN: So these -- these
21 additional costs here are not costs that the Town
22 paid?

23 MR. RON MARTIN: No. But do I have it
24 right, it's a negotiation over the deficiencies that
25 had been -- that are reflected in some other document.

1 He -- he's saying look, we did all
2 these extra things, you should forget about the
3 deficiencies and give us the -- our money. The
4 balance.

5 Any contract is difficult at the end to
6 get all the stuff tidied up and get everything done
7 and bring subtrades back. So we were kind of at that
8 stage.

9 And -- and I mean we were -- it wasn't
10 a battle or anything, it was pretty standard stuff you
11 do in any contract, you know, you say okay, fine. And
12 then what BLT were basically is pretty plain here,
13 we're trying to say we've done all this good stuff, I
14 don't -- I don't think -- I don't think that's
15 correct, I don't think they were asking for anything
16 for us to not expect the deficiencies corrected in
17 lieu of this list. I don't think it was in ei --
18 either one, but I think what they wanted us to do was
19 let's -- let's get this wrapped up and -- and I know
20 how difficult it is to get people to come back and
21 clean stuff up after they've moved out of town and
22 they're gone.

23 So I was kind of doing one (1) thing
24 and Paul -- Mr. Waddell was obviously doing another.

25 THE HONOURABLE FRANK MARROCCO: But he

1 does refer to it as a list of upgrades and changes?

2 MR. RON MARTIN: Correct.

3 THE HONOURABLE FRANK MARROCCO:

4 Typically you would expect to have to pay for upgrades
5 and changes?

6 MR. RON MARTIN: The only --

7 THE HONOURABLE FRANK MARROCCO: But
8 you're saying not -- so is he saying this is what you
9 would owe us for the upgrades and changes that we did
10 do?

11 MR. RON MARTIN: I don't know whether
12 he's going to be here, but it would be a good question
13 for Mr. Waddell.

14 THE HONOURABLE FRANK MARROCCO: All
15 right.

16 MR. RON MARTIN: I'm kind of putting
17 his -- his feelings in to -- I appreciate the list. I
18 think he was more or less trying to define everything.

19 If -- if you're absolutely correct, if
20 this was an item in my old school system, if I asked
21 for one (1) of these, they gave me a price, I would be
22 issuing a change order and incorporate it into the
23 contract, not expecting a list at the end of the job.

24 THE HONOURABLE FRANK MARROCCO: Right.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: You mentioned that
3 BLT had the feeling that they had gone above and
4 beyond through your interactions with them, which I
5 understand were largely positive based on what you
6 said so far.

7 Did you get a sense of why they may be
8 interested in going above and beyond on these two
9 projects with the Town?

10 MR. RON MARTIN: I think all during
11 the -- the project they -- BLT were -- were good to
12 work with. I mean, they truly were, I'm not going to
13 sit here and say anything different.

14 I think when you go on their side of
15 the fence that's their living, their living is their
16 product and I know for a fact that both, especially
17 the arena, we've had people -- they've had people from
18 all over come and look at that arena as a -- as a
19 marketing, basically, product.

20 So if -- if you're in that business and
21 you'd like to think we've done this great job and --
22 and we'd love you people to come look at what we've
23 done in Collingwood, you know, obviously they want us,
24 the Town to be satisfied clients and hopefully they
25 can get more work from future clients.

1 I think it was as simple as that,
2 really.

3 MS. KATE MCGRANN: Did you get a sense
4 from BLT as to whether they'd built an arena or a pool
5 before?

6 MR. RON MARTIN: The only thing that I
7 did, way back at the original -- when all this was
8 flying around town about Sprung and talking about
9 Sprung, I -- I Googled Sprung just to see what it was
10 all about and I think they do have a fairly big arena
11 complex out west.

12 MS. KATE MCGRANN: That's sprung. Do
13 you know if BLT had built an arena --

14 MR. RON MARTIN: No idea.

15 MS. KATE MCGRANN: -- or pool before?

16 MR. RON MARTIN: No idea.

17 I'm sorry, you said did BLT do an arena
18 before?

19 MS. KATE MCGRANN: Yes.

20 MR. RON MARTIN: I don't know.

21 MS. KATE MCGRANN: Those are my
22 questions.

23 THE HONOURABLE FRANK MARROCCO: Mr.
24 Chenoweth, you can start now or I could take the lunch
25 break a little early and you could review -- review

1 your notes over lunch hour?

2 MR. FREDERICK CHENOWETH: I think that
3 would be the most efficient way to proceed.

4 THE HONOURABLE FRANK MARROCCO: All
5 right, I'll -- I'll latch on to the word "efficient"
6 and we'll break for an hour for lunch.

7

8 --- Upon recessing at 12:43 p.m.

9 --- Upon resuming at 1:46 p.m.

10

11 THE HONOURABLE FRANK MARROCCO: Mr.
12 Bonwick, I understand you're going first. Go ahead.

13 MR. PAUL BONWICK: Okay.

14 MR. FREDERICK CHENOWETH: Your Honour,
15 we had some discussions amongst counsel through the
16 course of the lunchbreak. And it is obvious to us
17 that, apparently, Mr. Bonwick has some obligations
18 later this afternoon that he's -- that he's quite
19 anxious to have an opportunity to fulfill.

20 So, all counsel have agreed that Mr.
21 Bonwick might be the first cross-examiner --

22 THE HONOURABLE FRANK MARROCCO: That's
23 fine.

24 MR. FREDERICK CHENOWETH: -- and that
25 thereafter, the order will follow as per the usual

1 order.

2 THE HONOURABLE FRANK MARROCCO: Fine.

3 MR. FREDERICK CHENOWETH: Thank you.

4 THE HONOURABLE FRANK MARROCCO: Go
5 ahead, Mr. Bonwick. I -- I'll resist any further
6 comments.

7 MR. PAUL BONWICK: Oh, gosh.

8

9 CROSS-EXAMINATION BY MR. PAUL BONWICK:

10 MR. PAUL BONWICK: Good afternoon, Mr.
11 Martin.

12 MR. RON MARTIN: Good afternoon.

13 MR. PAUL BONWICK: Paul Bonwick. And
14 I'm a participant here at the Hearing. That's very
15 much for making time available to come in and -- and
16 chat with us.

17 There's a few different areas that I'd
18 like to touch on. I think, firstly, I'd start with
19 the solar direction, as the counsel for the Inquiry.
20 There appears to be some emails that have been
21 included -- Rick Lloyd, the deputy mayor at the time.

22 And I'm wondering. You've alluded to
23 the fact that you've known Mr. Lloyd for many years,
24 both in your -- his political capacity as well as
25 outside of that. Excuse me. The air conditioning's

1 got me, or whatever it is.

2 I'm wondering if you might give some of
3 your understanding of his background in terms of his
4 work outside of council, more specifically, as it
5 rates -- relates to construction and servicing and
6 things of that nature?

7 MR. RON MARTIN: Sure. Mr. Lloyd,
8 Richard, has been involved for many years in the --
9 some of the civil works, dump trucks, grating,
10 bulldozers, back hoe. I think that's -- he's been in
11 that business on and off. He's also -- him and his
12 wife operated Smart's Flowers at the same time.

13 So, basically, as far as I know, Mr.
14 Lloyd, those were his two (2) main occupations over
15 the last number of years.

16 MR. PAUL BONWICK: Right. And it's my
17 understanding that during this term that we're
18 discussing of council, namely 2010 to 2014, I believe,
19 that Deputy Mayor Lloyd was also the chair of the
20 finance or budget committee as well as the chair of --
21 I'm going to call it public works. I think it's got a
22 different name now, but, at that time, public works.

23 Can you confirm that?

24 MR. RON MARTIN: I'll take your word
25 for it. I can't --

1 MR. PAUL BONWICK: Oh, you're not --
2 okay. I just assumed --

3 MR. RON MARTIN: Yeah.

4 MR. PAUL BONWICK: -- based on your --

5 MR. RON MARTIN: No, actually, I don't
6 know.

7 THE HONOURABLE FRANK MARROCCO: You'll
8 be able to prove it through some other evidence, Mr.
9 Bonwick.

10 MR. RON MARTIN: Yeah. That's right.

11 THE HONOURABLE FRANK MARROCCO: But
12 let's just -- let's just take it as that's the ca --
13 that's the case for your purposes.

14 MR. PAUL BONWICK: Okay. Thank you.

15

16 CONTINUED BY MR. PAUL BONWICK:

17 MR. PAUL BONWICK: I've heard you
18 reference -- and I don't want to put words in your
19 mouth -- but reference based on your experiences back
20 in 2000 and -- and sort of how you -- how the Town
21 conducted business.

22 I don't want to use the term 'old
23 school', but...

24 MR. RON MARTIN: Okay.

25 MR. PAUL BONWICK: There's certainly

1 been some significant changes in terms of council
2 interaction with staff based on the environment today
3 versus the environment in 2000 and going back into the
4 '90s and the '80s.

5 Would you agree with that?

6 MR. RON MARTIN: I -- I would assume
7 so. I mean, I don't think my -- all of my time, my
8 thirty (30) plus years with the Town, I basically
9 interacted with other staff and council the same way I
10 always did.

11 MR. PAUL BONWICK: Right.

12 MR. RON MARTIN: But I'm sure -- I'm
13 sure times have changed.

14 MR. PAUL BONWICK: They -- they sure
15 have. Excuse me. Where I'm getting at is, the
16 environment years ago, and I'm looking for your
17 opinion on this and not wanting to lead you down
18 there, but --

19 MR. RON MARTIN: M-hm.

20 MR. PAUL BONWICK: -- the environment
21 years ago was councillors, especially in rural
22 communities but arguably across the board, tended to
23 be much more hands on in terms of day-to-day things,
24 is that a fair statement, depending on the councillor,
25 of course?

1 MR. RON MARTIN: That's fair. From my
2 early days, certainly I think the structure changed
3 because in -- in my original time, you actually had a
4 -- I think you just referenced it -- a chair of a
5 committee.

6 So, you had a specific councillor
7 assigned to public works or to something. So -- so
8 that particular councillor -- councillor had a lot
9 more day-to-day dealing with the staff in the
10 department they ultimately were responsible for.

11 I don't know whether it's still that
12 way today, but that's the way it used to be.

13 MR. PAUL BONWICK: Right. Excuse me.
14 You may remember the time -- a good example of that
15 was the councillor responsible for Parks, Rec, and
16 Culture when they were doing the harbours took a very
17 active role in that.

18 And I remember hearing about going
19 down, and the forming was being put in, and it was in
20 the wave motion heading down to the harbour
21 irrespective of the drawing showing a straight line.

22 The councillor had given the direction
23 to the contract and subsequently was made to a
24 straight line again, if you recall that one (1),
25 and...

1 MR. RON MARTIN: Yeah. I recall the
2 days when a certain councillor had to sign every
3 building permit.

4 MR. PAUL BONWICK: I'll maybe switch
5 over to Mr. Houghton. You had an opportunity to work
6 with Mr. Houghton over the course of your past thirty
7 (30) years?

8 MR. RON MARTIN: I did.

9 MR. PAUL BONWICK: In terms of Mr.
10 Houghton's work ethic, could you share with the
11 Inquiry how you found his work ethic as it related to
12 servicing the Town of Collingwood?

13 MR. RON MARTIN: How I found Mr.
14 Houghton? I know for a fact he worked very hard. He
15 put in a lot of hours. He was very professional. I
16 think the staff -- and I was at a different level on
17 the -- on the order, but sort of all of the staff that
18 worked in that department seemed to be very -- had a
19 good opinion of -- of Mr. Houghton as the department
20 head, or whatever his role.

21 So, yeah, I -- I had a good
22 relationship with Mr. Houghton.

23 MR. PAUL BONWICK: Thank you. I'm
24 going to touch on the topic of LEEDs.

25 MR. RON MARTIN: M-hm.

1 MR. PAUL BONWICK: And I have some
2 understanding of it, but it's very limited. I was
3 trying to do some Google searching there as His Honour
4 was asking some questions about how that process moved
5 forward.

6 Had the honour or pleasure of working
7 with a LEED certified consultant or -- and learned
8 from her certain aspects of it, as well.

9 I'm wondering, are you a LEED certified
10 consultant?

11 MR. RON MARTIN: (NO AUDIBLE
12 RESPONSE).

13 MR. PAUL BONWICK: No. Okay. But you
14 have to be pretty intimately aware of it based on your
15 experiences. Is that a fair statement?

16 MR. RON MARTIN: It was definitely a
17 learning curve going through the library, sure.

18 MR. PAUL BONWICK: Based on my
19 research, and perhaps you can confirm this if in fact
20 you know, my understanding is that there's at least
21 four (4) different levels of certification through the
22 LEED's program?

23 When I was looking on the internet, it
24 looked that way anyways.

25 MR. RON MARTIN: M-hm. Do you mean

1 within a specific type of building or --

2 MR. PAUL BONWICK: Right. Like --

3 MR. RON MARTIN: -- or different types
4 of buildings?

5 MR. PAUL BONWICK: What you can secure
6 in terms of a LEED's designation. And so, there may
7 be something like a platinum or something to that
8 effect. There's a gold. There's a silver. And I
9 think there's a green or something to that effect?

10 MR. RON MARTIN: Excuse me. Yeah,
11 there's different levels. And I think sort of I tried
12 to explain that earlier, how you achieve each level.

13 There's also -- there's also a LEED for
14 a commercial type or an institutional type. And
15 there's a LEED for residential, as well, which is a
16 totally different set of regulations.

17 MR. PAUL BONWICK: Sounds very
18 complicated.

19 MR. RON MARTIN: Well, it is.

20 MR. PAUL BONWICK: Yeah, and --

21 MR. RON MARTIN: It is. That's --
22 yeah.

23 MR. PAUL BONWICK: -- and -- and
24 rightly so.

25 MR. RON MARTIN: It's -- it's a field

1 unto itself totally.

2 MR. PAUL BONWICK: The -- so, from
3 what I've been able to garner, learn over the course
4 of the last few years, there are significantly
5 different requirements as you deal with, for an
6 example, a silver LEED's designation versus a gold
7 LEED designation.

8 The requirements, and many of which
9 you've touched on earlier, and I certainly don't need
10 you to repeat them all, but to get a gold
11 certification standard from LEEDs requires a very
12 significant amount of effort.

13 Is that a fair statement?

14 MR. RON MARTIN: That's fair.

15 MR. PAUL BONWICK: And so, to secure a
16 silver, because gold is not always financially viable
17 or structurally necessarily viable in terms of your
18 ability to achieve, to achieve a silver, is it
19 reasonable to say that the threshold is significantly
20 lower than what one (1) would have to go through for a
21 gold -- to secure a gold standard?

22 MR. RON MARTIN: Yeah, the -- the
23 levels are based, I -- as I was saying earlier, on a
24 point system, so. And I don't remember the points.
25 But, you know, certainly to achieve silver is less

1 points, obviously, than --

2 MR. PAUL BONWICK: Right.

3 MR. RON MARTIN: -- to achieve gold.

4 MR. PAUL BONWICK: Right.

5 MR. RON MARTIN: Sure.

6 MR. PAUL BONWICK: And so, a focus on
7 the potential to do silver may require not so much the
8 structural groundwork of sixty-four (64) wells or
9 whatever you had talked about, but rather they would
10 be impactful in terms of issues of the actual
11 structure itself, the types of windows you might use,
12 types of insulation you might use, and I'm being light
13 purposely because I don't know much about it, but the
14 type of heating unit you might use, reclaiming things,
15 not so much about below the ground, but above the
16 ground.

17 Is that fair?

18 MR. RON MARTIN: Yeah, that's fair.

19 That's totally fair.

20 MR. PAUL BONWICK: Thank you. I want
21 to go to the matter of brownfield versus greenfield,
22 and I think we all understood you very clearly.

23 And for those of us that have had any
24 experience in the construction, whether it be home or
25 otherwise, would you agree that it's always easier to

1 start on a greenfield, like the arena, versus a
2 brownfield, like the Centennial Pool? Is that a fair
3 statement?

4 MR. RON MARTIN: Yes, it's fair.
5 Brownfield is obviously a more complex process to go
6 through.

7 MR. PAUL BONWICK: And are you aware
8 of the fact that both provincial and Federal
9 governments strongly encourage, where possible, the
10 repurposing of brownfields rather than moving to a
11 greenfield?

12 In fact, are you aware that there's
13 programs to support in place for the private sector to
14 do that very thing?

15 MR. RON MARTIN: No.

16 MR. PAUL BONWICK: Two (2) questions
17 in there, and I -- sorry for bundling them together.
18 Are you aware of the fact that the provincial and
19 Federal governments encourage redevelopment of
20 brownfields versus -- when possible versus going to
21 greenfield?

22 MR. RON MARTIN: Well, I'm aware of
23 it, but not in any detail.

24 MR. PAUL BONWICK: I think you
25 expressed to the Judge that, in hindsight, it may have

1 been easier or better once you started breaking ground
2 to, in fact, go to a greenfield with the Centennial
3 Pool at perhaps another location at that park, which
4 is a fairly large park, rather than repurpose the
5 existing facility.

6 Did I understand you properly on that?

7 MR. RON MARTIN: Well, I think that
8 would have been a good exercise to have gone through.

9 MR. PAUL BONWICK: Would you be aware
10 of the fact that if they were going to have to
11 relocate the pool that not only would they be not
12 repurposing a brownfield site but they would be taking
13 up another corner of that block somewhere, effectively
14 either dislodging the soccer field or a baseball
15 diamond?

16 MR. RON MARTIN: I think at the
17 time -- and this actually comes after the pool project
18 because when we were doing the fire hall project on
19 that entire piece of property, the whole piece of
20 property was looked at from a recreational standpoint.

21 MR. PAUL BONWICK: Right.

22 MR. RON MARTIN: Because obviously at
23 that time, the fire hall was taking -- the decision
24 was made to put the fire hall on that same piece of
25 property -- not there but at the same piece.

1 So part of that exercise then was to
2 say, what are -- now, the pool project had been -- was
3 underway at that time, so that was kind of -- but it
4 was, how are we going to -- because I don't think that
5 entire park was operating as efficiently as it could
6 be. A quarter of it was an old, you know, soccer
7 field, a parking lot, a pool, and a ball diamond.

8 MR. PAUL BONWICK: And a tennis court.

9 MR. RON MARTIN: And a bit of a tennis
10 court. So that whole thing is -- it's, to this day,
11 being redeveloped.

12 MR. PAUL BONWICK: Right.

13 MR. RON MARTIN: And I think if -- had
14 we decided that somebody take a look at the pool, that
15 probably would have been part of that bigger project
16 that ended up happening anyway. If the pool moved,
17 we've already moved a ball diamond; we put a fire hall
18 in there; we've got a skateboard park. That might
19 have been an early phase of that entire project that
20 eventually happened.

21 MR. PAUL BONWICK: Right. And that
22 was sort of post-pool transaction when you dealt with
23 the fire department. My point is, if the pool had of
24 been relocated to another location on that property,
25 in all likelihood it either would have dislodged the

1 baseball diamond --

2 MR. RON MARTIN: M-hm.

3 MR. PAUL BONWICK: -- or the soccer
4 pitch. And so one would appreciate that staff or
5 Council would be aware of the fact that you don't want
6 to simply take that away from minor baseball or
7 whatever.

8 They would have to recreate that
9 somewhere else, and there would be a cost to locating
10 that, similar to the soccer fields that they built out
11 at Fisher Fields. Fair? It would be part of their
12 consideration.

13 If they're going to dislodge a
14 recreational amenity that's currently being used for
15 the purpose of repurposing it to a pool, they would,
16 in all likelihood, have to take into consideration
17 what the cost of relocating or repurposing another
18 area for a baseball diamond.

19 MR. RON MARTIN: Well, absolutely.
20 And eventually, that's what happened anyway --

21 MR. PAUL BONWICK: Right.

22 MR. RON MARTIN: -- because we did
23 relocate --

24 MR. PAUL BONWICK: Beautiful --

25 MR. RON MARTIN: -- the ball diamond

1 and --

2 MR. PAUL BONWICK: -- soccer pitches

3 out there --

4 MR. RON MARTIN: -- we did -- right.

5 MR. PAUL BONWICK: -- and --

6 MR. RON MARTIN: And the soccer field

7 was --

8 THE HONOURABLE FRANK MARROCCO: One --

9 let Mr. --

10 MR. PAUL BONWICK: Thank you.

11 THE HONOURABLE FRANK MARROCCO: Okay.

12 MR. PAUL BONWICK: Yeah.

13 MR. RON MARTIN: So I -- I think

14 perhaps that exercise that would have gone through

15 with the pool may or may not have benefitted the

16 long-term final development 'cause perhaps -- and I'm

17 just saying hypothetically -- maybe the ball diamond

18 would have ended up where the pool is, and the pool

19 could have gone where the old ball diamond is. You

20 know, so -- 'cause now we've got the ball diamond went

21 where the soccer field is.

22

23 CONTINUED BY MR. PAUL BONWICK:

24 MR. PAUL BONWICK: Right.

25 MR. RON MARTIN: And the firehall went

1 where the parking lot is, and the pool stayed. And
2 like, you know...

3 MR. PAUL BONWICK: What could have
4 been. I'm wondering about asking you about having
5 been in the community for so many years and active in
6 the community, would you share with the Inquiry your
7 opinion on the desire within the community to see a
8 repurposed pool -- covered pool and a new arena under
9 the community?

10 MR. RON MARTIN: Everybody knew for
11 years and years that we were short of ice space, short
12 of rink.

13 I mean, the kids were going up to --
14 all over -- Flesherton and Markdale and everything --
15 for hockey practices. So -- so the -- the Town was
16 growing. We need two (2) ice surfaces.

17 We had an outdoor pool that was good
18 for a few weeks in the summer and shut down. So
19 nobody -- whether it's therapeutic uses or -- or
20 competitive uses, nobody -- really, a town of our size
21 didn't have an indoor pool, you know, or a competitive
22 indoor facility, except for the Y, of course.

23 MR. PAUL BONWICK: Right.

24 MR. RON MARTIN: So yeah. I mean, I
25 think it was pretty basic that those were two (2)

1 things that the Town folks had desired for many, many
2 years.

3 MR. PAUL BONWICK: I won't walk you
4 through the history as I did yesterday with Ms. Almas
5 because you would be intimately aware of it.

6 But can you confirm, in your memory,
7 that on arguably three (3) or four (4) different
8 occasions at least that previous Councils had embarked
9 on trying to upgrade the recreational services and
10 amenities through multi-use or recreational buildings
11 but had not been able to deliver at the end of the
12 day?

13 MR. RON MARTIN: Sure. I think there
14 was a number of -- I don't know how many.

15 I still remember the big project up on
16 the Tenth Line up on the Fisher Field which was to be
17 everything: multi-purpose, and twin pad arenas, and
18 the whole thing. So there would have been an entire
19 multi-purpose centre built up there, and I can't
20 remember what year that was. That came down, I think,
21 to one (1) vote at Council or two (2). They did --

22 MR. PAUL BONWICK: Well, the votes --

23 MR. RON MARTIN: But I do recall that
24 the -- the scenario.

25 MR. PAUL BONWICK: But --

1 MR. RON MARTIN: Yeah.

2 MR. PAUL BONWICK: -- my only point in
3 asking for your confirmation or if you would agree --

4 MR. RON MARTIN: M-hm.

5 MR. PAUL BONWICK: -- is that for
6 argument sake over the course of the previous
7 three (3) or four (4) terms of Council, there had been
8 significant effort underway to create inclusiveness of
9 a new pool and an arena as well as other recreational
10 amenities, and they had simply not been able to
11 deliver that, based on the needs of the community.

12 MR. RON MARTIN: Well, there certainly
13 was a desire and a need for those facilities. Yes.

14 MR. PAUL BONWICK: Thank you. I'd
15 like to touch on brownfield versus greenfield as it
16 relates to construction as well and what is reasonable
17 in terms of expectation for budget management on a
18 greenfield versus a brownfield. And you'll have a lot
19 of experience of this.

20 And so would it be accurate to state
21 that it is much easier to track a budget and keep
22 within the budget lines to the largest extent on a
23 greenfield or a new build versus dealing with
24 refurbishing or dealing with a brownfield site?

25 MR. RON MARTIN: I don't profess to be

1 a greenfield or a brownfield expert. I think that
2 generally falls more under the engineering side of it.
3 When you're preparing a site, you know just from a
4 general knowledge, what are you going to have to deal
5 with? Contaminated soils or all those kinds of
6 things.

7 So as far as hard construction, sure.
8 I mean, once you get to the building stage, the
9 building stage is the building on the green or the
10 building on the brown. But all of that other stuff, I
11 wouldn't want to guess on -- on the percentage
12 difference between green and brown.

13 MR. PAUL BONWICK: But for the benefit
14 of the Judge and the Inquiry --

15 MR. RON MARTIN: M-hm.

16 MR. PAUL BONWICK: -- it's easier to
17 track costs and to budget for a greenfield versus --
18 what I'll refer to as the unknowns when you're dealing
19 with a brownfield, your point being soil as one
20 example.

21 MR. RON MARTIN: M-hm.

22 MR. PAUL BONWICK: That's fair --

23 MR. RON MARTIN: I -- I would assume
24 so. I mean, I'd ask an expert.

25 MR. PAUL BONWICK: Okay.

1 MR. RON MARTIN: But obviously,
2 there's implications on the brownfield that -- now, I
3 don't know how much research could be done prior to
4 establishing cost and budget as exactly what that's
5 going to cost to rehab a site. I'm -- I'm sure the
6 experts could tell you that.

7 MR. PAUL BONWICK: They'll tell you to
8 leave lots of contingency --

9 MR. RON MARTIN: I'm sure they will.

10 MR. PAUL BONWICK: -- based on my
11 experience. I want to go the pool and -- I'm not sure
12 I'll use the right language here, but I'll call it the
13 redesign to the FINA -- FINA standard.

14 MR. RON MARTIN: I think that's it.

15 MR. PAUL BONWICK: It's my
16 understanding, and could you please confirm, that the
17 Clippers had been actively lobbying Council for a
18 number of years to have the pool facility refurbished
19 and covered. Are you aware of that?

20 MR. RON MARTIN: No.

21 MR. PAUL BONWICK: Okay.

22 MR. RON MARTIN: I'll take your word
23 for it.

24 MR. PAUL BONWICK: But you certainly
25 are aware of the fact that the Clippers came to the

1 table after the approval was provided by Council
2 asking for consideration of this FINA standard versus
3 what was currently being proposed. Is that accurate?

4 MR. RON MARTIN: Yes.

5 MR. PAUL BONWICK: Is it also accurate
6 that not only did they embark on a fundraising
7 campaign, but can you confirm that a citizen from the
8 private sector at large actually contributed or made a
9 donation of around a hundred and fifty thousand
10 dollars to help offset those costs?

11 Are you aware of that?

12 MR. RON MARTIN: I was aware of a
13 major contribution. I'm not aware of that exact
14 number.

15 MR. PAUL BONWICK: Okay. So for the
16 benefit of the Inquiry, you are aware that there was a
17 very significant contribution made in order to address
18 the cost associated with the request?

19 MR. RON MARTIN: To address part of
20 the cost.

21 MR. PAUL BONWICK: Right. Thank you.
22 I want to talk a little bit about once a contract is
23 let and performance payments.

24 And so I think you alluded or stated
25 fairly clearly, in fact, that historically, you had

1 operated not in a sort of a turnkey fashion but had
2 been much more active in terms of putting together the
3 budget for the construction, analyzing the budget,
4 sort of brought in at an earlier stage, if I may, as
5 it related to previous projects, i.e., the library or
6 the fire station. Did I understand you correctly?

7 MR. RON MARTIN: M-hm. Yes.

8 MR. PAUL BONWICK: And so, using your
9 language, it turnkey. And to help everybody better
10 understand what a turnkey, this wasn't simply turnkey
11 in terms of you -- you go in and open up the door.

12 My understanding was this was about
13 electronic equipments and various attributes that the
14 pool needed. It got into the weeds as far as actually
15 supplying a Zamboni for the arena.

16 So in terms of a turnkey, it really was
17 something that it was open for business when it was
18 turned over to the municipality, short of filling the
19 pool, perhaps.

20 Is that a fair understanding of what
21 turnkey meant from your perspective?

22 MR. RON MARTIN: From my perspective,
23 I think what people understand is a turnkey project is
24 a client retains a contractor or a builder to complete
25 a project.

1 And basically then the contractor --
2 and I mean obviously there's a contract, but the
3 contractor takes it from that first, they complete the
4 project and the owner or the client really has little
5 participation in that process.

6 They start it, we're finished, here's
7 the key.

8 MR. PAUL BONWICK: Move in.

9 MR. RON MARTIN: That's right.

10 MR. PAUL BONWICK: Whereas if you -- I
11 understand that if you play the role of general
12 contractor, you coordinate the person to put up the
13 steel, you coordinate the person to do the excavation,
14 you coordinate the person to put the concrete in.

15 That would be sort of a different kind
16 of approach versus a turnkey. Is that --

17 MR. RON MARTIN: I think one (1) of
18 the major differences, as I see it anyway, is in a
19 turnkey project all of the professionals, all of the
20 consultants work for the builder. They don't work for
21 the client.

22 So that's sort of I guess one of the --
23 the concepts or the efficiencies billed into that. So
24 they're all just going off and they're doing their
25 thing and they're going to give you this nice product

1 at the end of the day.

2 And the other form of contract, the
3 more standard form of contract, all those clients, all
4 those professionals are retained by the owner. So
5 they represent the owner.

6 Then the contractor builds with their
7 team of subtrades, but the difference is at each step
8 along the way, all -- I'll just use a progress payment
9 for instance, at the end of the month a contractor
10 would submit we've done \$100,000 worth of work this
11 month. The -- the consultant working for the owner
12 would take that and go to the -- yes, they actually
13 have completed \$100,000 worth of work this month.

14 We agree, they sign off. That document
15 comes back to Town or we -- we pay. But in the
16 turnkey design build, that doesn't happen, because
17 that same consultant is working for -- for them, for -
18 - not for the client. If that makes sense.

19 MR. PAUL BONWICK: It does. So I
20 understood it, basically one point of contact, one
21 draw as it is required, versus multiple draws and one
22 person signing off to confirm that those draws are
23 reasonable?

24 MR. RON MARTIN: Well, I think if we
25 use the arena pool project for an example, and we

1 talked about it this morning, they -- the amended
2 payment schedule.

3 MR. PAUL BONWICK: Right.

4 MR. RON MARTIN: So when they came,
5 say for payment number something, a person approving
6 that is working for them, not for us.

7 So -- so that's the difference in the
8 whole thing is it's -- you know, you're going to say
9 no, I don't agree with that payment, but I'm still --
10 I'm working for you?

11 MR. PAUL BONWICK: Right.

12 MR. RON MARTIN: So that's kind of
13 where, I mean, it works, but that's -- that's the big
14 difference I always saw in -- in the turnkey design
15 build process versus the standard general contractor
16 process.

17 MR. PAUL BONWICK: And my -- my next
18 and I think final point is based on draws, and you may
19 not have experience in this, in which case please let
20 me know. I'm not sure the question is entirely fair,
21 but I would ask it and get your feedback on it.

22 Based on my experience in working with
23 general contractors in the construction side, and I'll
24 treat -- there's a building that's been designed by an
25 architect, which is approved by the owner. The

1 building is off, let's just work on the assumption
2 that the building is unique in its nature, it's not a
3 cookie cutter 60x40 steel building.

4 In my experience across the board, when
5 it's approved and the contract is signed, there's a 25
6 percent deposit provided because that steel building
7 has to be pre-constructed whether it's in the States
8 or in Canada and it is unique in its nature. And at
9 the time, and I can bring in an expert witness on
10 this, but I do want your op -- experience on it.

11 And at the time it actually goes into
12 production, that component of the building itself is
13 paid for in full and it doesn't have -- that
14 performance payment is actually done in advance before
15 the building ever arrives on-site, simply because it
16 is only good for that purpose. It's not a mobile
17 building that you could arguably put up in the
18 community next door if they were interested in buying
19 one.

20 Is that your experience, or in fairness
21 do you have experience in terms of ordering that kind
22 of unique product in the past?

23 MR. RON MARTIN: It's not my
24 experience, to be -- you know, I -- I think my version
25 would be, thinking of me as the owner of the property

1 or the -- the Town, I guess, I think in the other form
2 of contract, which I'm used to, standard contract
3 basically what you're saying is we've signed a
4 contract with you, a builder, to provide this end
5 product.

6 MR. PAUL BONWICK: Steel -- I'm using
7 a steel construction building. It's unique.

8 MR. RON MARTIN: Yes, so you now have
9 a contract with us that we will pay you when this
10 building is complete.

11 So if there's a special component, my
12 version would be the contractor should be putting that
13 money up to buy that component. If they can't, I'd be
14 a little nervous.

15 MR. PAUL BONWICK: I -- I understand
16 your version. What I'm asking about is previous
17 experience in terms of have you ordered unique,
18 specially designed buildings in the past and what is
19 the process that was related to that.

20 MR. RON MARTIN: I haven't.

21 MR. PAUL BONWICK: Oh, okay.

22

23 (BRIEF PAUSE)

24

25 MR. PAUL BONWICK: The -- I'll

1 conclude with this. You continue to live in the
2 community, I assume you've been over and seen the
3 finished product on different occasions, specific to
4 the arena. Is that fair? Or have you? I should ask
5 the question.

6 MR. RON MARTIN: I have three (3)
7 grandchildren, all playing rappa (phonetic) hockey, so
8 I've spent many, many, many nights and weekends in the
9 arena. Not so much in the pool, but I know one of my
10 granddaughters, they take swimming there through
11 public school. So I'm familiar with both the
12 buildings.

13 MR. PAUL BONWICK: Could you comment
14 on the quality of the product that the people of
15 Collingwood are currently enjoying specific to the
16 arena?

17 MR. RON MARTIN: Quality?

18 MR. PAUL BONWICK: Is it -- does it
19 provide great -- maybe I'm treating it like it's a
20 coffee cup. Do you feel that that arena provides good
21 service in terms of what the needs are for the skating
22 community in Collingwood?

23 MR. RON MARTIN: I think what the
24 arena does is it certainly provides for the purpose
25 intended, and provides that well.

1 MR. PAUL BONWICK: Could you comment
2 on the aquatics facility in your experience based on
3 much limited, but your granddaughter, if you've had an
4 opportunity to get feedback on the aquatics facility?

5 MR. RON MARTIN: I really haven't
6 heard much about it because I don't have competitive -
7 - so I -- I haven't -- other than being there a couple
8 of times and when the kids go there for -- for school,
9 that's about it.

10 MR. PAUL BONWICK: Okay. I want to
11 thank you very much again for your time today, you've
12 been very helpful.

13 MR. RON MARTIN: You've quite welcome.

14 THE HONOURABLE FRANK MARROCCO: Mr.
15 Bonwick. Mr. Chenoweth...?

16 MR. FREDERICK CHENOWETH: Thank you,
17 sir.

18

19 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH

20 MR. FREDERICK CHENOWETH: Mr. Martin,
21 let me formally introduce myself. My name is
22 Chenoweth, Fred Chenoweth, and I act on behalf of a
23 gentleman named Ed Houghton with whom I'm sure you're
24 familiar, having been part of the Town for thirty (30)
25 years as you were.

1 Just a few clarifications in some of my
2 areas of -- of interest have been dealt with by Mr.
3 Bonwick, so I'll -- I'll try not to -- to duplicate
4 his efforts.

5 Inquiry counsel asked of you, did you
6 know the reason why you weren't involved in this
7 project precontract. And you had a pretty simple,
8 straightforward, direct answer, a) they didn't want
9 me, or b) they didn't need me, or they felt they
10 didn't need me -- need me, at least in part because
11 this was kind of a -- a design build turnkey kind of a
12 project, correct?

13 MR. RON MARTIN: M-hm. That's
14 correct.

15 MR. FREDERICK CHENOWETH: So that is
16 it reasonable to suggest that -- that it's possible --
17 and again, you weren't involved in the preconstruction
18 situation, but in your mind, standing where you stood
19 in this process, would it be reasonable to suggest, as
20 you've already done that one (1) of the reasons you
21 may not have been involved is because exactly what you
22 said, it was -- it was a -- a design build in which
23 they felt there was less need for your expertise than
24 they would in other circumstances?

25 MR. RON MARTIN: I think when I was

1 asked the question, that would certainly be
2 reasonable, but I think that would be a better
3 question to ask the people that made the decision.

4 MR. FREDERICK CHENOWETH: I -- I would
5 agree completely with you in that respect, but at
6 least from your standpoint, that is a -- that would be
7 a reasonable -- at this point, nothing more than a
8 suggestion, correct?

9 MR. RON MARTIN: Yeah, I'd agree with
10 that, sure.

11 MR. FREDERICK CHENOWETH: Thank you.

12 THE HONOURABLE FRANK MARROCCO: I --
13 I'm sorry, what -- you -- you said "yeah," but then
14 you were -- said something else, and I missed it.

15 MR. RON MARTIN: I would agree with
16 that --

17 THE HONOURABLE FRANK MARROCCO: All
18 right.

19 MR. RON MARTIN: -- with the
20 gentleman's statement.

21

22 CONTINUED BY MR. FREDERICK CHENOWETH:

23 MR. FREDERICK CHENOWETH: Thank you,
24 Your Honour.

25

1 (BRIEF PAUSE)

2

3 MR. FREDERICK CHENOWETH: Mr. Bonwick
4 did touch on this. He tucked -- he touched on the --
5 the payment schedule aspect of this matter, and it's -
6 - it's pretty clear that -- that your experience would
7 appear to be, and I -- and believe me, I'm not trying
8 to box your expertise and your experience into any
9 particular narrow package -- it would seem to me from
10 what you've told us here today that your experience is
11 generally in the form of more traditional construction
12 projects, non -- non-custom projects in terms of a
13 large -- a large custom piece to it, but not design
14 build. I think you said you may not have built a
15 design build --

16 MR. RON MARTIN: Correct.

17 MR. FREDERICK CHENOWETH: -- and it's
18 a more traditional kind of a process. Is that fair?

19 MR. RON MARTIN: That's fair.

20 MR. FREDERICK CHENOWETH: All right.
21 And -- and with respect to that process, there seems
22 to be little doubt in your mind, at least, and in your
23 experience, that the best way to approach a payment
24 schedule for one of those kinds of traditional
25 projects is you do some work, and -- and put some

1 value into the property, and you get paid for the
2 value you put in, correct?

3 MR. RON MARTIN: Just a little further
4 info to that --

5 MR. FREDERICK CHENOWETH: Yes.

6 MR. RON MARTIN: -- when -- when the
7 tender's awarded to a general contractor in -- in that
8 format, each of -- this is just for monitoring, if
9 anything else. Each of the major components in that
10 contract are broken down at the signing of the
11 contract.

12 MR. FREDERICK CHENOWETH: Yes.

13 MR. RON MARTIN: So in other words,
14 you have foundation, electrical, mechanical, painting,
15 all of these things are spelled out in that original
16 document, so it's fairly easy as the project -- yes,
17 were 75 percent complete, and then you can very easily
18 go to the site and say yes, in fact, we have 75
19 percent of that work complete. So then the payment
20 certificate obviously reflects that.

21 MR. FREDERICK CHENOWETH: Correct.

22 MR. RON MARTIN: So it -- it's a
23 pretty good system to always be -- you know, you're
24 trying to be fair to the contractor --

25 MR. FREDERICK CHENOWETH: Yes.

1 MR. RON MARTIN: -- paying from --
2 them for what they've done.

3 MR. FREDERICK CHENOWETH: Yes.

4 MR. RON MARTIN: You can -- you've --
5 you know what each piece is going to cost, and the
6 bottom line, and you just work your way through --
7 through that process.

8 This design build contract was
9 structured obviously differently.

10 MR. FREDERICK CHENOWETH: Indeed. And
11 if I might suggest to you that one (1) of the
12 significant distr -- differences is the fact that it
13 involved a significant custom component, i.e., the --
14 the structured aluminum, and the -- and the
15 specifically cut fabric for the -- for the dome.

16 And I -- I don't think it's unfair to
17 suggest that there's a slightly different dynamic that
18 arises in that in terms of payment schedule. And I'm
19 not asking you to agree with one side or the other at
20 the moment, but it seems to me -- I may come to that,
21 but -- but at the moment, my question is something
22 less than that. It sets a different dynamic afoot,
23 and to look at it just for the moment from the
24 contractor's point of view, the builder -- if the
25 builder's got a big custom piece to -- to prepare --

1 to get prepared and to pay for, he's got a bit of a
2 different dynamic in mind.

3 If he's going to pay a lot of dough for
4 a one (1) use product that's to be used over -- over a
5 pool in Collingwood, Ontario, and nowhere else, he's
6 going to be a little more anxious to get the money he
7 spends for that custom piece back, number 1, in a
8 timely way, so he's not out of money for a long time,
9 and number 2, to ensure he gets it back.

10 Is -- is that fair to say that that
11 would be another way of looking at the -- at the push
12 and pull between the two (2) different payment style
13 schedules?

14 And again, I'm not asking to agree with
15 -- with what you would choose between the two (2).
16 I'm just asking -- I'm just asking you, is that a
17 reasonable dynamic that set up -- that sets up
18 differently in this kind of a -- a custom significant
19 custom component -- component project?

20 MR. RON MARTIN: I can see how that
21 discussion or whatever you're getting at could happen.
22 I wouldn't agree with it, but I could see it being
23 proposed, and -- and I think -- I guess from my side
24 of the fence, I would still -- still be concerned that
25 I still -- it's kind of like I'm going to buy a car,

1 and they want all the money before I get the car.

2 MR. FREDERICK CHENOWETH: You'd want
3 to be, in your view of the result of that push and
4 pull that we are describing here, in your view, you
5 want to be dealing with a builder that's got enough
6 lead in his pencil that he can go out and -- and buy
7 that custom piece and -- and finance that initial
8 start of the project, or -- or else you wouldn't deal
9 with him.

10 Is that your sense of it?

11 MR. RON MARTIN: I -- I think that
12 would be my concern. For instance, let's say the
13 Simcoe ice plant in the arena, hundreds of thousands
14 of dollars. They got paid for that when the ice plant
15 was in our arena --

16 MR. FREDERICK CHENOWETH: I hear you
17 --

18 MR. RON MARTIN: -- not when it was in
19 their plant. Now, they may have been able to so --
20 sell that somewhere else. I don't know.

21 But -- but I think from -- all I was
22 really concerned with not knowing be -- and I think
23 anybody -- not knowing BLT, not knowing Sprung, was
24 that the Town was protected should something happen
25 and we find out Sprung doesn't exist tomorrow, and

1 they have an awful lot of taxpayers' money.

2 MR. FREDERICK CHENOWETH: I -- I see
3 your concern, and -- and that strikes me as a very
4 legitimate concern, and it seems that on this
5 particular project, you were able to deal with that
6 concern, and in fact, you got the thing -- you got the
7 payment schedule amended.

8 I'm -- I'm just -- I'm just trying to
9 sort of understand how we might find ourselves in the
10 position where we have a payment schedule that
11 involved a 25 percent upfront dynamic.

12 And I'm simply suggesting to you that -
13 - that one (1) of the reasons it might get there is
14 because good businesspeople on the other side were not
15 anxious to have their money outstanding for a
16 particularly long period of time for a significant
17 custom and no other use portion of -- of the -- of the
18 entire project.

19 Is that fair?

20 MR. RON MARTIN: I'm sure business
21 people would not like that scenario. I mean, but I'm
22 -- that's their business. I'm the taxpayers'
23 business, so that's where it kind of -- and I think it
24 might have been a different scenario too had the Town
25 been dealing directly with Sprung. We were dealing

1 through a middle person here. The payment went to BL
2 -- it's my understanding the payment went to BLT.
3 Who's BLT?

4 MR. FREDERICK CHENOWETH: Good point.

5 MR. RON MARTIN: If something happens,
6 who am I going -- who am I now after? I shouldn't say
7 "me." Who's the Town going -- say we've given you two
8 (2) or \$3 million to BLT, who were -- I'm assuming
9 that money then went to Sprung to fabricate this
10 building, but if something went wrong with any one (1)
11 of those guys...

12 MR. FREDERICK CHENOWETH: I'm simply
13 going to say to conclude this aspect of matters, is it
14 fair to say that the discussion we've had on this
15 matter amply demonstrates the push and pull that may
16 very well have existed at the time that payment
17 schedules were initially discussed for this project?

18

19 (BRIEF PAUSE)

20

21 MR. RON MARTIN: It's fair to say that
22 discussion probably happened. Obviously what happened
23 was the end result that somehow the Town signed a
24 contract agreeing to give BLT, Sprung, their 25
25 percent. I wasn't involved in that discussion.

1 MR. FREDERICK CHENOWETH: And again
2 we're -- we're getting back into the -- into the
3 project itself and -- and the discussion. But I don't
4 think I need to take our discussion on that particular
5 issue any further. I think -- I think we've amply
6 demonstrated the -- the elements in that discussion.

7 The other area I was interested in your
8 thoughts on, I had the impression that -- and I'm --
9 I'm really directing your thought now to the question
10 of -- of the Town's decision to have the site
11 servicing in a -- in a separate contract.

12 I take it under the scenario that was
13 being -- that -- the scenario in which BLT did the
14 site supervi -- or site -- site preparation, they
15 would likely obtain a subcontractor who would go out
16 and -- and do that -- do that site work.

17 Is that fair?

18 MR. RON MARTIN: The site work by BLT
19 was limited solely to the building footprint.

20 MR. FREDERICK CHENOWETH: Yes. And
21 there was other site work to be done, was in fact part
22 of your point -- that there was other site work to be
23 done. There was -- there was landscaping, there was
24 parking lots. There was a whole bunch of stuff which
25 the Town in their wisdom chose to contract on their

1 own.

2 MR. RON MARTIN: M-hm. That's my
3 understanding.

4 MR. FREDERICK CHENOWETH: If it had
5 been done by BLT, is it fair to say that they'd -- if
6 they'd done all that parking lot stuff -- the point
7 is, I take it what the Town was trying to avoid was
8 the usual general contractor's markup of 15 to 20
9 percent on a -- on a subcontractor's work. They saw
10 it as an opportunity to save some money.

11 Is that fair?

12 MR. RON MARTIN: I think that's fair,
13 sure.

14 MR. FREDERICK CHENOWETH: Thank you.
15 And the opportunity to save that number of thousands
16 of dollars might well have been something that
17 appealed to the Town and led to their decision.

18 MR. RON MARTIN: Well that's what they
19 decided, so I -- I would assume so.

20 MR. FREDERICK CHENOWETH: Thank you.

21

22 (BRIEF PAUSE)

23

24 MR. FREDERICK CHENOWETH: We had
25 looked at the staff report which led to this decision

1 on August 27th, and I think it's CJI6146, I think, and
2 I suspect we're going to know that number off by heart
3 by the end of this exercise. I'm getting there
4 already.

5 And I think we look at page 3 of that
6 site report. I think it's page 3, the page that's got
7 the \$200,000 for site servicing. There it is.

8 Go -- put -- put -- go up a bit so we
9 can get the full -- full paragraph there. There we
10 go, yeah.

11 His Honour seemed somewhat concerned
12 that if you didn't understand that -- that site
13 servicing wasn't included in the final number that you
14 were looking at here for this project, you might be
15 surprised to find at a later date that you've
16 improperly compared two (2) prices because the first
17 price didn't have the site servicing involved.

18 My -- my -- my simple point here is
19 that it appears to be the case, as shown in the middle
20 paragraph on the screen we're looking at, that there
21 was -- you had to put in that you were told that in
22 addition to the price that we were talking about here,
23 there was going to be about two hundred thousand
24 dollars (\$200,000) of site servicing work to be done
25 so that you could properly compare the prices in this

1 case of a steel building to -- to the fabric building.

2 In other words, the opportunity to
3 understand all the pricing wasn't lost on you because
4 it was explained to you in the very document you were
5 reading that there would be additional costs for site
6 servicing. Is that reasonable?

7 MR. RON MARTIN: That's -- that's
8 reasonable, but I never saw this document.

9 MR. FREDERICK CHENOWETH: I'm not
10 saying you did.

11 MR. RON MARTIN: Yeah. So I -- I --

12 MR. FREDERICK CHENOWETH: I'm not
13 saying you did but --

14 MR. RON MARTIN: -- don't know what
15 comparison --

16 MR. FREDERICK CHENOWETH: But the
17 councillors certainly did --

18 MR. RON MARTIN: Sure.

19 MR. FREDERICK CHENOWETH: -- when they
20 made their decision on August 27th, and those, to some
21 large extent, are the people we're talking about --

22 MR. RON MARTIN: Yeah.

23 MR. FREDERICK CHENOWETH: -- in this
24 matter. Very good.

25

1 (BRIEF PAUSE)

2

3 MR. FREDERICK CHENOWETH: I was
4 interested in the -- in the matrix that as a result of
5 -- of your attempts to understand the project and as a
6 result of your attempts to understand who is doing
7 what, and you were the construction manager or
8 supervisor, and as such you had an obligation to
9 understand these things, you had the matrix done up
10 and the matrix indicated that -- that the security
11 element of the -- of the eight-foot wall behind the --
12 behind the fabric was an obligation of the Town.

13 And I don't think I need to pull up the
14 document to -- to remind you of that. I'm just
15 wondering what the matrix meant in that respect. Some
16 of the things were -- were for BLT.

17 We can pull it up if it's of interest,
18 Your Honour.

19 THE HONOURABLE FRANK MARROCCO: I just
20 - I think if we're going to ask about it, then we'll
21 just put it on the screen.

22 MR. FREDERICK CHENOWETH: I'm content
23 to do that. I don't know that I know the document
24 number for the matrix. I don't think I know that.
25 Maybe my friends can assist with respect to that.

1 (BRIEF PAUSE)

2

3 MR. FREDERICK CHENOWETH: But I do
4 know it line 107 or -- 108 actually, line 108, on one
5 of the pages.

6 MS. KATE MCGRANN: TOC246372.

7 MR. FREDERICK CHENOWETH: Right.

8 Let's -- let's underline that again. There it is.

9 Okay, great. And go to the right so we can see whose
10 responsibility it was.

11

12 CONTINUED BY MR. FREDERICK CHENOWETH:

13 MR. FREDERICK CHENOWETH: Actually,
14 it's interesting. The -- the words are kind of
15 instructive to some extent. Really what you were
16 trying to find out is -- is what were you managing.
17 In other words, what did you have to ensure was done
18 on the site?

19 And with respect to -- to this matter,
20 it's clear that it -- it was one of the items that
21 wasn't included. So, to a large extent, it didn't
22 fall under your management role to assure it was
23 completed. Is that fair?

24 MR. RON MARTIN: That's fair. But I
25 think what happened with this one (1) item is

1 obviously it had been discussed at length early on by
2 others before the contract was signed, because -- I
3 think we talked about it this morning, there was a
4 cost given and the Town at the time elected not to
5 include this component in -- in the structures.

6 So I think what BLT have done, they've
7 left this in the matrix and basically they've excluded
8 it because I think when -- when the issue came up
9 again they said well, if you really want this, you can
10 have it.

11 So it wasn't -- I think what BLT were
12 doing and what I was trying to do too, is you're
13 absolutely correct, give me all the stuff that you, as
14 BLT Sprung are responsible for doing, at least then I
15 know if it's being done.

16 And if there's anything --

17 MR. FREDERICK CHENOWETH: And whether
18 they're going to pay you for it.

19 MR. RON MARTIN: And if there's
20 anything I'm asking you why isn't this done, you can
21 very clearly say well, because that's your
22 responsibility. I had no idea what -- what was in and
23 what was out of -- of the sort of the original design
24 build contract.

25 MR. FREDERICK CHENOWETH: Sure.

1 And -- and what you were doing was --
2 was finding out what you had to ensure was done by BLT
3 and it's clear that this wasn't one of the items that
4 was going to be done by BLT. I'm sorry, yes, by BLT,
5 and you therefore weren't going to overly concern
6 yourself about it, that was a concern allegedly,
7 according to BLT in any event, of the Town and it
8 wasn't your job to figure out what the Town was going
9 to do about that. It was your job to make sure that
10 BLT was doing what they were supposed to do, correct?

11 MR. RON MARTIN: That's correct.

12 MR. FREDERICK CHENOWETH: And again,
13 what the Town was going to do to accomplish the
14 shield, the 8 foot shield if anything, wasn't your
15 concern?

16 MR. RON MARTIN: It wasn't my concern
17 after they'd already decided prior to the contract
18 that they weren't going to buy it.

19 MR. FREDERICK CHENOWETH: I
20 understand. Thank you, that's good.

21 Again, my friend Mr. Bonwick dealt with
22 this to some extent. It's interesting, I'm just
23 trying to understand the dynamic that led to the
24 eventual problems you had on the site of the pool and
25 they -- there seems to have been a number of them.

1 One of the -- and to a large extent,
2 they come down to I suppose really about three (3)
3 things, things that were discovered as a result of the
4 fact that it, to a large extent, was a -- a renovation
5 not a new build, and you had a -- an earlier built
6 pool, I think you said '65/'66.

7 MR. RON MARTIN: Centennial. 1967.

8 MR. FREDERICK CHENOWETH: 1967. And
9 the pipes were in a unique location that you didn't
10 anticipate, or that no one anticipated.

11 That would be one (1) of the things
12 that led to your concerns.

13 MR. RON MARTIN: That's correct.

14 MR. FREDERICK CHENOWETH: And I think
15 you said another one (1) was the -- was the choice to
16 build the therapeutic pool and the other was the --
17 the Clippers and their request to have the thing --
18 the pool upgraded to FINA standards?

19 MR. RON MARTIN: Correct.

20 MR. FREDERICK CHENOWETH: All right.

21 And with respect to the pool and the --
22 and the FINA standards, this appears to have arisen in
23 a -- in a -- in an awkward way. I -- and I don't know
24 which came first, but it -- it may be that the
25 Clippers, and I suspect we may hear from them in the

1 course of this, but it may be that the Clippers got a
2 donation and the donation allowed them to request or
3 at least put them in the position where it may be
4 considered that they would to FINA-style upgrades.

5 Is that fair as to how this might have
6 arisen?

7 MR. RON MARTIN: I really don't know
8 how it came up.

9 MR. FREDERICK CHENOWETH: Okay.

10 MR. RON MARTIN: And I -- I don't want
11 to guess on that. I -- that could be that somewhere
12 along the line I think if that's true, unfortunately
13 it came a little bit late in the process, because we
14 had already basically were under construction, I
15 think, when all this started.

16 But -- but sure, I think that would be
17 a better question for somebody that was directly
18 involved in that process.

19 MR. FREDERICK CHENOWETH: That -- that
20 makes sense. That makes sense.

21 But in any event it's -- it's clear
22 from your point of view that -- that the issue arose
23 at a time after the contract was signed and when, as
24 you've just described, you were already under
25 construction.

1 MR. RON MARTIN: I think the documents
2 would confirm the dates. I'm really not sure exactly
3 whether -- well, it must have been after the contract
4 was signed.

5 MR. FREDERICK CHENOWETH: I would have
6 thought so.

7 MR. RON MARTIN: How quickly after, I
8 don't know.

9 MR. FREDERICK CHENOWETH: Because you
10 -- you weren't on it until --

11 MR. RON MARTIN: I wasn't on it until
12 after September 20th.

13 MR. FREDERICK CHENOWETH: 20th.

14 MR. RON MARTIN: I had no -- so if --
15 if this basically happened any time after that, I
16 recall one meeting, because the lady from the Clippers
17 came to the meeting, it was actually just across the
18 hall, to -- to sort of -- I guess it was to -- to try
19 and move this concept along and I -- I think at that
20 point in time it was still just we -- we'd like it to
21 be this, here's -- you know, we can maybe do some
22 fundraising to help along the way and the whole thing
23 would have had to be taken back to Council with a --
24 with a price.

25 MR. FREDERICK CHENOWETH: So the

1 bottom line, from your point of view, is that from
2 your point of view it arise after September 20th?

3 MR. RON MARTIN: M-hm, correct.

4 MR. FREDERICK CHENOWETH: Exactly how
5 it arise, you're a little uncertain and --

6 MR. RON MARTIN: Totally uncertain.

7 MR. FREDERICK CHENOWETH: -- we'll
8 have to leave that answer to others.

9 Just -- just to make things clear here,
10 you're not saying that if there had of been an
11 opportunity to survey the pool and maybe survey the
12 pipes and things of that nature before the contract
13 was entered into, you're not saying that you would
14 have built a new pool, would have gone right to -- to
15 demolishing the old pool and building a new pool,
16 that's -- that's a may, may have built a new pool?

17 MR. RON MARTIN: Well, I actually -- I
18 think with different information anybody -- at least
19 at that process, that evaluation process, may or may
20 not have ended up differently.

21 I don't know what I would have decided
22 because it didn't happen.

23 MR. FREDERICK CHENOWETH: So then it's
24 a "may", not a "will"?

25 MR. RON MARTIN: Sure.

1 MR. FREDERICK CHENOWETH: Thank you.

2

3 (BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: And if we
6 could again look at 6164, CGI6164, and I think maybe
7 it's page 4.

8 MS. KATE MCGRANN: CGI6146.

9 MR. FREDERICK CHENOWETH: Yes, 6146,
10 yes.

11

12 CONTINUED BY MR. FREDERICK CHENOWETH:

13 MR. FREDERICK CHENOWETH: I'm sorry, I
14 misstated it, 6146, you're correct, page 4.

15 As I understand it, the -- there's --
16 this is speaking of the LEED's accreditation, and I --
17 I'm just kind of interested, do you have any sense, as
18 you -- as you stand today, whether the money spent on
19 the library was -- was money well-spent to get the
20 LEED's accreditation?

21 It sounded like it was a -- a lot of
22 work, a lot of time and a lot of dough. Do you have
23 any sense of whether that was a worthwhile venture?

24 MR. RON MARTIN: I think if you -- as
25 I sort of mentioned earlier, through that evaluation

1 or monitoring time after the occupancy of the building
2 --

3 MR. FREDERICK CHENOWETH: You said
4 three (3) years, yes?

5 MR. RON MARTIN: It -- it -- we had to
6 monitor it and it showed statistically that we were
7 achieving the anticipated energy savings that we had
8 originally put into the calculations at the beginning.

9 So based on that -- when did we finish
10 that building -- '10? So based on that, we're making
11 money right now.

12 MR. FREDERICK CHENOWETH: Yes.

13 MR. RON MARTIN: After seven (7)
14 years, we paid the premium and now we're into saving
15 money on the energy consumption of a 30,000 square
16 foot building.

17 MR. FREDERICK CHENOWETH: Good, that's
18 -- that's helpful. That's enlightening.

19 In any event, with respect to this
20 LEED's proposal, it appears that the Council
21 eventually made a different decision on this, but
22 let's look at the second paragraph on what we see in
23 front of us.

24 And they talk about the -- the building
25 itself had the potential for LEED's accreditation.

1 Then it goes on to say that in order to receive the
2 accreditation, there would be additional commissioning
3 costs for either building system, be it as we heard
4 here the steel building or the fabric building.

5 But the point of it is that the Council
6 that was considering this staff report that was in
7 front of them would have known that you didn't simply
8 get LEED certification because you purchased the
9 Sprung building, they would have known that in order
10 to receive the accreditation, there would be
11 additional commission costs for either the steel
12 building or the fabric building, if they'd read their
13 report, correct?

14 MR. RON MARTIN: Well, I don't know
15 what Council would have known by reading this
16 paragraph.

17 MR. FREDERICK CHENOWETH: Okay.

18 MR. RON MARTIN: You just said that
19 Council would have known. I'm not sure they would
20 have known that, because I think if you wanted to
21 truly build a -- like the exercise we went through
22 with the library, there's the commissioning costs,
23 which are the third party monitoring engineers, but
24 there's also the capital construction costs, which is
25 a premium.

1 Then there's that comparison of base
2 building the minimum standard to the LEED building,
3 which we just talked about the three year monitoring
4 thing.

5 So I think to make an informed
6 decision, all of those should be presented to Council
7 and then Council could have made that decision.

8 MR. FREDERICK CHENOWETH: I think
9 you've amply demonstrated that -- that the simple one
10 -paragraph submission in this aspect of the thing
11 would not have allowed Council to make a decision at
12 that time as to whether or not they would move ahead
13 with the necessary additional costs, commissioning
14 costs, and otherwise, to get a LEED certification.
15 Correct?

16 MR. RON MARTIN: If that decision, a
17 total decision was based on this one paragraph and
18 there's nothing else in -- in any of these reports
19 that I never -- I think it would be very difficult to
20 base -- because we're talking hundreds of thousands of
21 dollars here.

22 MR. FREDERICK CHENOWETH: I
23 understand.

24 But I don't suppose that at this
25 particular juncture in the piece that Council was

1 charged with making the decision as to whether or not
2 they would go the additional yards to take on the
3 commissioning costs, et cetera, to make is a LEED's
4 building. They were just talking about whether or not
5 which one of the buildings they might wish to
6 purchase, correct?

7 MR. RON MARTIN: I would assume that's
8 what this report is for, yes.

9 MR. FREDERICK CHENOWETH: Correct,
10 thank you.

11 Those are my questions, thank you, Your
12 Honour.

13 THE HONOURABLE FRANK MARROCCO: Thank
14 you.

15 Mr. Neubauer, do you have any
16 questions?

17 MR. NEUBAUER: So thank you,
18 Commissioner, not to channel my inner Mr. Trudell, and
19 he sends his regrets today, but I don't have any
20 questions now arising from anything that's come
21 before. I don't know what my friend for the Town has.

22 I think our position is we would hope
23 that if something completely new arises, we might be
24 able to address you at this time -- at that time, but
25 --

1 THE HONOURABLE FRANK MARROCCO: If
2 it's new and unforeseeable and couldn't have been
3 foreseen, probably.

4 MR. NEUBAUER: Wonderful, thank you.
5 No questions.

6 MR. GEORGE MARRON: I have no
7 questions, Your Honour.

8 THE HONOURABLE FRANK MARROCCO: I'm
9 sorry, Mr. Marron. I -- I -- you -- I apologize. I --
10 -- you've done a very good job of remaining out of -- I
11 won't say any more.

12

13 (BRIEF PAUSE)

14

15 MR. RYAN BREEDON: I don't think I'll
16 ask anything that was unforeseeable.

17 THE HONOURABLE FRANK MARROCCO: I hope
18 not.

19

20 CROSS-EXAMINATION BY MR. RYAN BREEDON:

21 MR. RYAN BREEDON: Can we look at
22 TOC512663, please, the contract? And while they're
23 pulling it up, this contract was signed on August the
24 30th, I believe. And you were -- oh, we can see that.
25 Scroll down, please. No, no, just go down a couple

1 pages. Keep going. Stop.

2 All right. So, you'll see there the
3 agreement is made as of August the 30th, 2012?

4 MR. RON MARTIN: M-hm.

5 MR. RYAN BREEDON: And you, you've
6 told us, don't get involved in this until September
7 the 20th, right?

8 MR. RON MARTIN: Correct.

9 MR. RYAN BREEDON: Okay.

10 MR. RON MARTIN: Yes.

11 MR. RYAN BREEDON: And -- and I think
12 you've -- you've testified you -- you had no
13 involvement in the preparation, the negotiation, any
14 aspect of the contract?

15 MR. RON MARTIN: No.

16 MR. RYAN BREEDON: All right. But --
17 but you inherit it when you're brought in to be the
18 construction supervisor, or whatever they were calling
19 you, right?

20 MR. RON MARTIN: Correct.

21 MR. RYAN BREEDON: Okay. Can you just
22 scroll down a little bit on this page so we can see
23 the work section? Thank you.

24 So, you'll see -- and -- and sorry, I -
25 - I assume you're familiar with the contract?

1 MR. RON MARTIN: Well, it's been a few
2 years.

3 MR. RYAN BREEDON: Okay. I don't
4 think you'll need to read the whole thing, so --

5 MR. RON MARTIN: Thank you.

6 MR. RYAN BREEDON: -- it's okay. But
7 if you want to, let us know.

8 MR. RON MARTIN: Sure.

9 MR. RYAN BREEDON: Under the work, it
10 says that:

11 "The design builder --"

12 And that's BLT, yes?

13 MR. RON MARTIN: Yes.

14 MR. RYAN BREEDON:

15 "-- will perform the work, which
16 includes -- and you'll see under 1.1
17 -- construction of insulated
18 architectural membrane enclosure for
19 pool facility as per attached scope
20 of work, and then also construction
21 of arena facility as per attached
22 scope of work."

23 You see that?

24 MR. RON MARTIN: M-hm.

25 MR. RYAN BREEDON: And do -- do you

1 know what the reference to the attached scope of work
2 refers to?

3 MR. RON MARTIN: (NO AUDIBLE
4 RESPONSE).

5 MR. RYAN BREEDON: And then it goes on
6 to say that:

7 "The contractor will do and fulfill
8 everything indicated by the contract
9 documents."

10 Do you see that under 1.2?

11 MR. RON MARTIN: (NO AUDIBLE
12 RESPONSE).

13 MR. RYAN BREEDON: -- and that it will
14 commence the work on a certain day. And if we scroll
15 down to the next page, page 6, please, the contract
16 documents then are set out in Article A-3.

17 Do you see that?

18

19 (BRIEF PAUSE)

20

21 MR. RON MARTIN: Sorry, where are you?

22 MR. RYAN BREEDON: So, right in -- in
23 -- well, where the arrow is.

24 MR. RON MARTIN: Up above. Sorry,
25 yes, --

1 MR. RYAN BREEDON: It says:

2 "The following are the contract
3 documents that are referred to in
4 the section we just looked at."

5 And so, the first thing is the
6 agreement between the owner and the design builder.
7 And that's this document that we're looking at right
8 now, correct?

9 MR. RON MARTIN: Yes.

10 MR. RYAN BREEDON: Okay. And then
11 there is the definitions of the design build
12 stipulated price contract, and also the general
13 conditions of the design build stipulated contract.

14 And those are part of the standard form
15 of this agreement?

16 MR. RON MARTIN: (NO AUDIBLE
17 RESPONSE).

18 MR. RYAN BREEDON: Okay. And then
19 there's something called the owner's statement of
20 requirements. And we'll come back to -- that's a
21 defined term. And I'll show you in a -- actually, why
22 don't we just look at it right now.

23 That is -- if we can scroll down to
24 page 11 of this document. So, you'll see the owner's
25 statement of requirements is -- is defined as item

1 number 13 here as:

2 "Consisting of the site information
3 and program requirements provided by
4 the owner and as listed in Article
5 A3 of the agreement -- the thing
6 that we were just looking at -- and
7 any amendments agreed."

8 Do you see that?

9 MR. RON MARTIN: M-hm.

10 MR. RYAN BREEDON: And do you know
11 what site information and program requirements had
12 been provided by the owner?

13 MR. RON MARTIN: No.

14 MR. RYAN BREEDON: Okay. Can we go
15 back to page 6, please?

16

17 (BRIEF PAUSE)

18

19 MR. RYAN BREEDON: And so, then the
20 next thing is the construction documents after they
21 have been accepted by the owner. You see that?

22 MR. RON MARTIN: Right.

23 MR. RYAN BREEDON: And that's the
24 drawings that are prepared after the contract is
25 signed?

1 (BRIEF PAUSE)

2

3 MR. RON MARTIN: Okay.

4 MR. RYAN BREEDON: Well, we can look
5 at it. So, the --

6 MR. RON MARTIN: Yeah.

7 MR. RYAN BREEDON: The --

8 MR. RON MARTIN: It's a little
9 confusing.

10 MR. RYAN BREEDON: The -- that's page
11 10, please. So, you'll see, "Construction documents,"
12 is defined as item number 4, and it's:

13 "The drawings and specifications
14 prepared based on the contract
15 documents by or on behalf of the
16 design builder and are accepted and
17 signed by the owner and design
18 builder after execution of the
19 agreement as meeting the general
20 functional intent of the contract
21 document."

22 See that?

23 MR. RON MARTIN: Yes.

24 MR. RYAN BREEDON: And -- and you
25 correct me if I'm wrong. The way I interpret this is

1 the idea is you sign the agreement that sets out what
2 it is that -- that the contractor is going to design
3 and build. And then the contract spends the money to
4 get architects and engineers and everything to put
5 together the actual drawings.

6 Then the owner approves those drawings.
7 And then they go ahead and build it, right?

8 MR. RON MARTIN: Yeah, that's the way
9 I'd read it.

10 MR. RYAN BREEDON: And -- and the way
11 this seems to work is, once those drawings have been
12 approved by the owner, they then form part of the
13 agreement?

14 MR. RON MARTIN: Correct.

15 MR. RYAN BREEDON: Okay. Back to page
16 6, please.

17

18 (BRIEF PAUSE)

19

20 MR. RYAN BREEDON: And then there is
21 Appendix 1, which is the payment terms. That's the
22 sheet that we've looked at before?

23 MR. RON MARTIN: Yes.

24 MR. RYAN BREEDON: And then there was
25 attached to this agreement a budget for the pool

1 enclosure and for the arena construction.

2

3

(BRIEF PAUSE)

4

5 MR. RYAN BREEDON: Yes?

6 MR. RON MARTIN: Oh, are you telling

7 me or...?

8

MR. RYAN BREEDON: Well, I'm -- I'm
9 just asking you that this is the list of the things --

10 MR. RON MARTIN: Oh, yeah, sure.

11 MR. RYAN BREEDON: -- that are

12 described, so.

13 MR. RON MARTIN: Okay.

14 MR. RYAN BREEDON: And you saw that at

15 the time?

16 MR. RON MARTIN: I'm assuming it was
17 attached. I can't remember, but --

18 MR. RYAN BREEDON: All right.

19 MR. RON MARTIN: -- you said it was.

20 MR. RYAN BREEDON: And then something
21 called a macro schedule, which is the -- the schedule
22 of when the work is going to be completed?

23 MR. RON MARTIN: Right.

24 MR. RYAN BREEDON: And -- and that's
25 the thing that you told us that the Town was relying

1 on in terms of --

2 MR. RON MARTIN: Absolutely.

3 MR. RYAN BREEDON: We -- I told you
4 we'd be yelled at.

5 MR. RON MARTIN: In trouble.

6 MR. RYAN BREEDON: That the macro
7 schedule is the thing that the Town was relying on in
8 terms of when this project was going to be completed?

9 MR. RON MARTIN: Correct.

10 MR. RYAN BREEDON: Okay.

11 MR. RON MARTIN: And I think that
12 should have, based on what we just read a minute ago,
13 on those dates that were on the top of the contract,
14 so start date, finish date. And this was kind of -- I
15 think this schedule was stuff that was going to be
16 completed in-between those two (2) dates.

17 MR. RYAN BREEDON: And it has a list
18 of -- of things which do not appear to be documents
19 but -- but rather terms that were part of the
20 contract. You'll see it says, "Permit fees."

21 And I take it that what this is a
22 reference to is the fact that BLT was responsible for
23 any permit fees associated with this project?

24

25 (BRIEF PAUSE)

1 MR. RON MARTIN: I can't remember how
2 that worked because it may have been dealt with
3 through a journal entry because, basically, we would
4 have been paying for a permit to ourselves.

5 And I think we generally go through
6 that for a bookkeeping thing. It's kind of a journal
7 entry that the permit's paid, but BLT didn't actually
8 pay the permit to the Town.

9 MR. RYAN BREEDON: Okay.

10 MR. RON MARTIN: I think that's what
11 that referred to.

12 MR. RYAN BREEDON: There's not a
13 document though called permit fees?

14 MR. RON MARTIN: No.

15 MR. RYAN BREEDON: All right.

16 MR. RON MARTIN: Oh, no. That was
17 supposed to be...

18 MR. RYAN BREEDON: All right. And --
19 and then it says, "No development fees." And -- and
20 again, I think that the idea is that BLT was not
21 paying the Town development charges in respect of this
22 project?

23 MR. RON MARTIN: I would assume.

24 MR. RYAN BREEDON: That -- that's what
25 that is a reference to?

1 MR. RON MARTIN: That's probably why
2 it was noted.

3 MR. RYAN BREEDON: And then it says:
4 "Grading to be provided only to back
5 -- on back to building 10 feet."

6 And that's a provision of what it was
7 that they were going to be doing. Again, that's not a
8 document, right?

9 MR. RON MARTIN: I don't think so. I
10 think that was just basically -- I think what they've
11 tried to do in this list is -- is sort of -- it's not
12 a document. It's -- it's a statement, I think, that
13 they're only responsible for 10 feet beyond the
14 perimeter of the building.

15 MR. RYAN BREEDON: Right. And the
16 same with the rest of the items on this list, the no
17 civil engineer, et cetera, et cetera. Those --

18 MR. RON MARTIN: Right.

19 MR. RYAN BREEDON: They're setting out
20 what the terms of the deal are, essentially?

21 MR. RON MARTIN: I -- I think so.

22 MR. RYAN BREEDON: Okay. So, when you
23 took over this contract did you know what it was that
24 BLT was going to be building?

25 MR. RON MARTIN: No. At that -- at

1 that time, at that date, having no participation up to
2 that date, it was kind of like whomp (phonetic). So,
3 I had no background information. I had no -- all of
4 these discussions on what's in or what's out. I -- I
5 wasn't -- so, no, it was a bit of a shock, I guess I
6 could say.

7 MR. RYAN BREEDON: Well, and if you
8 look at Ar -- Article 2.1, right at the top of the
9 screen, you'll see it says that the contract that's as
10 described in the lists that we just looked through
11 supercedes all prior negotiations, representations, or
12 agreements either written or oral relating in any
13 manner to the work.

14 You see that?

15 MR. RON MARTIN: M-hm.

16 MR. RYAN BREEDON: And the idea is
17 that, whatever the agreement is is going to be
18 contained in these documents?

19 MR. RON MARTIN: I would assume, yeah.

20 MR. RYAN BREEDON: So --

21 MR. RON MARTIN: That's the way I'd
22 read it.

23 MR. RYAN BREEDON: -- di -- did you
24 have a document setting out specifically what it was
25 that BLT was going to be constructing other than

1 something described as an arena and something
2 described as a pool enclosure?

3 MR. RON MARTIN: I think -- I think,
4 at the time when I asked for this, I was given some --
5 and I don't know whether it was attached to this --
6 some sort of -- I would almost call them preliminary
7 schematic drawings and -- and whatnot of here's the
8 building, here's the change rooms, you know, that kind
9 of thing, that I -- I'm assuming because they signed a
10 contract for 'X' number of dollars based on something.

11 And I remember when I asked that early
12 in the process, that was sort of this is what the
13 contract was based on, these... I mean, I'm sure the
14 Sprung folks could provide them, but they look like
15 really preliminary design drawings almost to me.

16 MR. RYAN BREEDON: Right. So...

17

18 (BRIEF PAUSE)

19

20 MR. RYAN BREEDON: Can -- can we look
21 at TOC513097, please?

22

23 (BRIEF PAUSE)

24

25 MR. RYAN BREEDON: This is that list

1 that you looked at earlier of sort of additional costs
2 that -- that BLT was saying that it had incurred. You
3 -- and you gave some evidence about that?

4 MR. RON MARTIN: M-hm.

5 MR. RYAN BREEDON: So, just -- like,
6 just to take an example, if you look at item number 3,
7 so it says one (1) of the upgrades that BLT was
8 claiming is the increase in lights from twenty-seven
9 (27) light fixtures to forty-five (45) light
10 fixtures.

11 Do you see that?

12 MR. RON MARTIN: M-hm.

13 MR. RYAN BREEDON: So did you have a
14 document, as part of the original contract, that said
15 this thing was supposed to have twenty-seven (27)
16 light fixtures?

17 MR. RON MARTIN: Not that I was aware
18 of. And so I guess if I understand what you're -- so
19 this is where almost the -- I didn't know -- have the
20 document that didn't say they wouldn't provide forty-
21 six (46) fixtures. But could have used the lack of
22 information in the reverse.

23 MR. RYAN BREEDON: Right. But -- but
24 I guess if you're -- if you, on behalf of the Town --

25 MR. RON MARTIN: M-hm.

1 MR. RYAN BREEDON: -- went to BLT and
2 said, no, you have to put in forty-six (46) light
3 fixtures; that's the agreement, did you have something
4 to substantiate that?

5 MR. RON MARTIN: Not that I was aware
6 of.

7 MR. RYAN BREEDON: All right. But
8 what about the -- whether the arena was supposed to
9 have two hundred and fifty (250) or four hundred (400)
10 seats?

11 MR. RON MARTIN: That I was aware of
12 because that was the one (1) issue -- or one (1) item
13 that was clearly shown on the original concept,
14 schematic design drawings, and specified.

15 MR. RYAN BREEDON: Okay. So there
16 were some things not specified.

17 MR. RON MARTIN: That -- correct.

18 MR. RYAN BREEDON: Did you find it
19 unusual that you didn't have the detailed
20 specifications of what it was that the Town had
21 actually bought when you got brought in to do this?

22 MR. RON MARTIN: I did.

23 MR. RYAN BREEDON: And of course by
24 this point, we know that the Town had already paid BLT
25 \$3 million. Right? I mean, before you even come into

1 the project, they're already out \$3 million. Were you
2 concerned about that in light of the questions about
3 what it was that had actually been bought?

4 MR. RON MARTIN: I was -- sure I was
5 concerned. That's why I -- obviously, like we talked
6 about earlier, tried to rejig the payment schedule
7 to -- to something I was a little bit more comfortable
8 with.

9 MR. RYAN BREEDON: You've testified
10 that you yourself had not been involved in a design
11 build contract of this type before this project?

12 MR. RON MARTIN: That's correct.

13 MR. RYAN BREEDON: And do you know
14 whether the Town had been involved in this kind of
15 contract before? Maybe not you personally but for
16 some other project?

17 MR. RON MARTIN: Certainly not that
18 I'm aware of -- that I'm personally aware of, but
19 whether they did or not -- I mean, I was around for
20 most of the major capital building projects, and I
21 don't ever remember one being done like this before.

22 MR. RYAN BREEDON: Did anybody ever
23 explain to you why the Town had decided to enter into
24 this type of contract?

25 MR. RON MARTIN: To explain to me why?

1 I -- I think there was some discussion -- general
2 discussion before I was involved with the project.
3 Sort of the -- the appeal, I guess I could say, of the
4 Sprung structures.

5 But not specifically the sole source
6 system that ended up through the -- the BLT/Sprung
7 combination.

8 MR. RYAN BREEDON: Well, the sole
9 source is a separate piece. I'll -- I'll ask you about
10 that, too.

11 But in terms of the decision to go
12 ahead with a design build contract as opposed to the
13 sort of traditional contract that you've described,
14 did anybody explain to you why the decision had been
15 made to go ahead with this design build scheme?

16 MR. RON MARTIN: No.

17 MR. RYAN BREEDON: Okay. Did you ask?

18 MR. RON MARTIN: I -- I don't even
19 know who I would have asked.

20 MR. RYAN BREEDON: And did anybody
21 explain to you just on the sole source point why this
22 contract had been awarded sole source?

23 MR. RON MARTIN: No.

24 MR. RYAN BREEDON: Is this the sort of
25 thing that you would expected to have been tendered?

1 MR. RON MARTIN: This project? Both
2 projects?

3 MR. RYAN BREEDON: Yes.

4 MR. RON MARTIN: I guess in my
5 opinion, it could have been tendered, and I'll clarify
6 that a little bit.

7 Even if -- if the Town was totally
8 committed to the Sprung structure, I think the project
9 could have been tendered with that as a pre-determined
10 piece of the project 'cause everything else --
11 electrical, mechanical, concrete, drywall, paint --
12 could -- could have gone through the general bidding
13 process with the general contractor carrying the
14 Sprung, just essentially, I guess, like BLT did as
15 a -- as a component of that big building.

16 MR. RYAN BREEDON: Right. Okay. And
17 you were asked a number of questions about performance
18 bonds. Had you ever been involved in a construction
19 project on behalf of the Town that did not include a
20 performance bond?

21 MR. RON MARTIN: Maybe some small
22 ones.

23 MR. RYAN BREEDON: Anything of this
24 size?

25 MR. RON MARTIN: No. No, no.

1 MR. RYAN BREEDON: Had you ever seen a
2 construction project of this size that didn't include
3 a performance bond?

4 MR. RON MARTIN: Not that I'm aware
5 of.

6 MR. RYAN BREEDON: Ever even hear of
7 one?

8 MR. RON MARTIN: Never heard of one.

9 MR. RYAN BREEDON: Did anybody explain
10 to you why nobody at the Town had requested or
11 required BLT to post a performance bond?

12 MR. RON MARTIN: No.

13 MR. RYAN BREEDON: Okay. The last
14 thing I'd like to talk about this is LEED business.
15 So I anticipate that we're going to hear some evidence
16 down the road that what was at play was not whether
17 these buildings would be LEED certified or not.

18 I think everybody appreciates the cost
19 and so on associated with this certification but
20 whether the buildings could be built to LEED
21 equivalency. So if you -- and I just want to set this
22 up so that we're talking about the same thing.

23 If you take the library, for
24 instance -- right -- so it's been LEED certified; it
25 is a LEED building. Okay?

1 MR. RON MARTIN: M-hm. Yes.

2 MR. RYAN BREEDON: If you had
3 constructed the library exactly the way it -- it
4 currently sits but didn't have it certified -- right;
5 so you wouldn't have the official designation -- it
6 would still have the same energy characteristics.
7 Correct?

8 MR. RON MARTIN: Correct.

9 MR. RYAN BREEDON: Okay. And so when
10 I talk about the building as being LEED equivalent,
11 that's what I'm talking about.

12 MR. RON MARTIN: Sure.

13 MR. RYAN BREEDON: All right. You
14 understand that?

15 MR. RON MARTIN: Yes.

16 MR. RYAN BREEDON: Okay. Was there
17 ever any discussion -- actually, let me back up. Am I
18 correct that there's nothing in the contract that
19 requires this building to be built to a LEED
20 equivalent standard?

21 MR. RON MARTIN: Not that I'm aware
22 of.

23 MR. RYAN BREEDON: And was there any
24 discussion when you were involved in the project about
25 building these things to a LEED equivalent standard?

1 MR. RON MARTIN: No.

2 MR. RYAN BREEDON: And I take it that
3 if the building was built to a LEED equivalent
4 standard, that's -- that's more expensive. Right?

5 MR. RON MARTIN: Correct.

6 MR. RYAN BREEDON: And was that -- was
7 that question ever raised at any point?

8 MR. RON MARTIN: Well, if it ever was,
9 that would have had to have been back before the
10 projects were costed.

11 So that question would have been back
12 in the early stages of the project. We would like to
13 build a base building to meet standards -- applicable
14 standards, or we want to build a LEED equivalent
15 silver building.

16 And the LEED equivalent silver building
17 would have a dollar value attached to it that I would
18 think -- those two (2) options would be presented to
19 Council in some way and say, okay, you want this, or
20 you want to pay for this?

21 MR. RYAN BREEDON: And, to your
22 knowledge, did that ever happen?

23 MR. RON MARTIN: No. I have no idea.

24 MR. RYAN BREEDON: And while -- while
25 this project was ongoing, was there ever any

1 discussion about, you know, we have to do this or that
2 in order to meet the LEED equivalency standards?

3 MR. RON MARTIN: No. I don't remember
4 any -- any conversations like that.

5 MR. RYAN BREEDON: And do you know
6 whether the buildings would be LEED equivalent?

7 MR. RON MARTIN: Do I know that they
8 would be?

9 MR. RYAN BREEDON: No. Whether they
10 would -- whether they would or would not --

11 MR. RON MARTIN: Oh, whether they
12 would be? I don't know whether they would be or not.

13 I just know the process that you go
14 through to confirm that they would be, and I don't
15 think you can do that on the fly. You've got to do
16 that, like I said before, with a very prescriptive
17 list of items that have to be included. And unless
18 those are included in the construction documents, I
19 don't know how you'd get to the points.

20 MR. RYAN BREEDON: And -- and this is
21 going to be a bit of a memory test for you, but in
22 the -- in the construction documents when they were
23 finally approved, was there any discussion that you
24 can recall of the building being constructed to LEED
25 equivalency?

1 MR. RON MARTIN: I wasn't there.

2 MR. RYAN BREEDON: All right. Thank
3 you very much. Those are my questions.

4 MR. RON MARTIN: Thank you.

5 THE HONOURABLE FRANK MARROCCO: Thank
6 you very much, Mr. Martin. You don't -- you can
7 depart if you'd like. Yes.

8 MR. RON MARTIN: Well, thank you very
9 much.

10 THE HONOURABLE FRANK MARROCCO: All
11 right. Thank you.

12

13 (WITNESS STANDS DOWN)

14

15 THE HONOURABLE FRANK MARROCCO: We are
16 adjourn -- when are we back?

17 See you on the 23rd.

18

19 --- Upon adjourning at 3:21 p.m.

20

21 Certified Correct,

22

23 _____

24 Wendy Woodworth, Ms.

25

<p> <u> </u> \$ <u> </u> \$100,000 147:10,13 \$200,000 60:1,4,13 164:7,24 \$3 161:8 194:25 195:1 \$5 39:15 \$63,507 85:21 <u> </u> 0 <u> </u> 0.7 69:7,12 <u> </u> 1 <u> </u> 1 6:2 13:13,15 18:24 19:3 33:6,11,1 5 34:14 37:9,10 42:10 47:11 48:24 49:2,24 50:1 58:4 98:10 119:23 120:21 128:24 132:20 140:21 146:17 153:20 157:11 158:4,7 160:13 161:10 167:25 170:11,15 186:21 193:7 194:12 1.1 181:16 1.2 182:10 </p>	<p> 1:46 123:9 10 30:13,15, 21 31:5 32:4,17 36:11 47:15 175:10 185:11 190:5,13 10:09 5:1 107 167:4 108 167:4 11 183:24 11:19 63:4 11:33 63:5 11th 99:19 12:43 123:8 124 3:7 12th 10:17 73:18 13 184:1 13th 1:23 14th 67:3 117:19 15 6:9 36:11 163:8 152 3:8 154 10:10 1552 4:3 1553 4:4 1554 4:5 1555 4:6 1556 4:7 1557 4:8 1558 4:9 1559 4:10 1560 4:11 16th 13:7 </p>	<p> 14:5 179 3:9 1967 86:2 88:5,21 96:5 170:7,8 1985 5:12,25 <u> </u> 2 <u> </u> 2 7:9 14:2 17:9 18:23 19:2 20:24 41:7 43:2 49:2 50:24,25 53:7,16 54:23 57:17 59:7 65:20 81:10 82:13 85:16 108:8 111:20 115:15 125:14 134:16 139:16,25 140:21 158:9,12, 15 161:8 164:16 188:16 200:18 2.1 191:8 20 28:2 163:8 20/20 81:14 2000 126:20 127:3 2000s 6:11 2010 125:18 2012 </p>	<p> 10:13,17 11:10 12:21 13:8,18 14:5,6 18:18 22:2 27:13 54:13 67:3,21 90:14 111:12 180:3 2013 41:20 42:15 73:18 74:17 85:14 99:19 2014 117:19,20 125:18 2015 5:15 89:19 2019 1:23 202 3:16 20th 22:1 67:21 172:12,13 173:2 180:7 21 35:1 22nd 74:17 76:25 23rd 202:17 25 36:7,8,9, 22,24 40:18 149:5 160:11 161:24 250 194:9 25th 41:20 42:14 27 193:9,15 </p>	<p> 27th 13:18,24 14:6 54:13 111:11 164:1 165:20 28 106:18 29th 85:14 <u> </u> 3 <u> </u> 3 59:14 108:13 140:7 141:7 151:6 164:5,6 170:2 175:4 193:6 3(1) 47:3 3:21 202:19 30 127:8 129:7 152:24 30,000 106:5 108:4 175:15 300 106:19 30th 27:13 179:24 180:3 35 35:23 36 36:1 376 19:22 <u> </u> 4 <u> </u> 4 3:3 61:2 111:14 130:21 140:7 141:7 174:7,14 185:12 </p>
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