



“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

June 14th, 2019

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1 --- Upon commencing at 9:04 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Mr.
4 Fryer...?

5 MR. TIM FRYER: Good morning, Justice
6 Marrocco. Thank you. Mr. -- I'm sorry.

7 THE REGISTRAR: Mr. Bonwick, you
8 understand you're still under oath?

9 MR. PAUL BONWICK: Yes, I do.

10

11 PAUL BONWICK, Previously Sworn

12

13 CROSS-EXAMINATION BY MR. TIM FRYER:

14 MR. TIM FRYER: Mr. Bonwick, as a
15 matter of record, I am Tim Fryer and I am representing
16 myself during these proceedings.

17 The questions I had on your role and
18 influence on the Collus share sale outcome had been
19 generally covered yesterday, so I will start with
20 getting your perspective of the general sense of
21 Collingwood Council when they made their decision to
22 enter into the strategic partnership aggressive growth
23 strategy model.

24 In preparation for the January 23rd,
25 2012, Collingwood Council decision to sell to

1 PowerStream, was Collingwood Council ever fully
2 apprised of the growth strategy model?

3 MR. PAUL BONWICK: I don't know.

4 MR. TIM FRYER: Was there a particular
5 meeting that there'd been an actual business plan
6 outline presented to them?

7 MR. PAUL BONWICK: Mr. Fryer, you've
8 sat here as much as I have. I've watched the various
9 slide decks that were presented to Collingwood
10 Council. Beyond that, I really couldn't comment.

11 I was not involved in any of the
12 presentations, either in camera or public for Council,
13 so I really can't speak to their understanding.

14 MR. TIM FRYER: Okay. Your
15 examination of Mr. Bentz on June 3rd, was that it was
16 incumbent that the shareholder take a very long view -
17 - term view as to how the growth strategy unfolds,
18 correct? Do you remember that?

19 MR. PAUL BONWICK: Yes.

20 MR. TIM FRYER: The January 23rd,
21 2012, vote -- vote, was eight (8) to zero (0).
22 Councillor Hull was absent.

23 Was unanimous support what you
24 expected?

25 MR. PAUL BONWICK: In my twenty-five

1 (25) or thirty (30) years of dealing with various
2 political bodies, I reserve the right to expect any
3 particular result.

4 MR. TIM FRYER: So I just had wondered
5 if --

6 MR. PAUL BONWICK: I'm sorry, should I
7 look this way or --

8 THE HONOURABLE FRANK MARROCCO: Well,
9 you -- you can look at the questioner -- it'll be
10 easier for you to hear. Just watch the mic, that's
11 all.

12 MR. PAUL BONWICK: Oh, sorry, do you
13 want it back further or --

14 MR. TIM FRYER: Mr. Bonwick, I'm --
15 I'm the culprit. I'm a little too loud.

16 MR. PAUL BONWICK: Sorry about that.
17 Could you repeat that, please?

18 MR. TIM FRYER: Yeah. I just got to
19 find where I was.

20

21 CONTINUED BY MR. TIM FRYER:

22 MR. TIM FRYER: Yeah. So I had asked
23 if -- if a unanimous vote was what you expected, and
24 you said you weren't -- so, I could just follow that
25 up with, I just wondered if you'd given a perspective

1 to PowerStream leading up to that vote in your role
2 with PowerStream?

3 MR. PAUL BONWICK: Certainly based on
4 -- based on my view of how the events were unfolding,
5 based on the public meetings that I watch on
6 television, not knowing what transpired in the in
7 camera stuff, but from the public meetings that we'd
8 seen, there didn't appear to be -- there didn't appear
9 to be a lot of objections being raised by members of
10 Council. Most of the comments that I witnessed seemed
11 to be entirely positive.

12 So all I can do is share my opinion
13 based on what I seen from the public meetings and any
14 feedback through casual conversation with Councillors.
15 I never really got any sense that there was
16 significant objection, but going back to your earlier
17 question, that doesn't mean how the vote turns out.

18 Again, I've seen people very positive
19 about various items and all of a sudden it comes to a
20 vote, whether it's a council or legislature or
21 Parliament, and the votes sometimes go the opposite
22 direction. So, I really can't comment on what the
23 expectations were beyond that.

24 MR. TIM FRYER: Okay. Were you aware
25 during 2010 and '11, Collingwood Council discussions,

1 Councillor Guardhouse had expressed desire to sell a
2 hundred percent of the Utility?

3 MR. PAUL BONWICK: I wasn't privy to
4 that meeting. Simply through the evidence or
5 testimony that's been presented.

6 MR. TIM FRYER: Okay. Would you agree
7 the suggested benefits of the growth strategy were an
8 influential factor for most of Collingwood Council's
9 support.

10 MR. PAUL BONWICK: It's difficult for
11 me to put myself in the minds of the individual
12 Councillors. I would suggest that through various
13 sources of information that were provided to them, I
14 think Council generally understood, similar to the
15 Board, that the status quo is not necessarily an
16 option that they wanted to land on.

17 I think beyond that, Council -- again,
18 it's difficult for me to put myself and -- and say
19 what they were thinking, but I would certainly believe
20 that the opportunity to create a new entity that had
21 the potential to grow versus be assimilated into a
22 larger entity was certainly a con -- what should have
23 been a consideration for them, I assume was.

24 MR. TIM FRYER: And that's what I was
25 trying to do here, was work with you to understand

1 your perspective at that time, right. So that's what
2 you've explained.

3 I was going to bring up Mr. Houghton's
4 notes, which is CJI0011186, and go to page 23, and
5 Item Number 5, and this will be part the -- what
6 you've already mentioned about evidence showing.

7 So this -- this simply is -- just --

8 THE HONOURABLE FRANK MARROCCO: Did
9 you say Item Number 5?

10 MR. TIM FRYER: Item 5 on page 23,
11 which is a collection of different topics.

12

13 CONTINUED BY MR. TIM FRYER:

14 MR. TIM FRYER: So if we just scroll
15 down --

16 MR. PAUL BONWICK: Can I just read it
17 or do you want me to --

18 MR. TIM FRYER: I'm just going to
19 highlight a particular area, so if I can just locate
20 it for us, it'll save you having to read the whole
21 thing.

22 So just come down a little bit. This
23 is -- it's about the slide presentation that was given
24 to Council on the 23rd. You saw the header there was
25 January 23rd. So if we go down to the next page,

1 right there.

2 So this is what you alluded to a little
3 bit earlier. Some of the evidence you've seen. This
4 is Councillor Guardhouse statement, within -- within
5 Mr. Houghton's notes, which he's transcribed from the
6 -- the meeting. So if -- if you wanted, we could just
7 read that out into -- into the record because this is
8 my question about he had been thinking a hundred
9 percent and he changed his -- his -- his -- to support
10 the -- the -- so if you want to just read that out.

11 MR. PAUL BONWICK:

12 "Guardhouse states" --

13 And I'm assuming for the record that
14 would be Councillor Guardhouse. It doesn't identify
15 that, but I would assume that's the person.

16 -- "I think I made it clear to a few
17 people early in the year that we
18 should have had full consideration
19 in selling off electric utility and,
20 quite frankly, I didn't have it in
21 my head that it would be getting
22 into a partnership, but now I look
23 at the business structure and it is
24 a good move and let's get on with
25 it."

1 THE HONOURABLE FRANK MARROCCO: And
2 just -- just to be clear, the -- Mr. Bonwick is
3 reading what purports to be a quote from Councillor
4 Guardhouse. That -- that last statement wasn't Mr.
5 Bonwick's.

6 MR. PAUL BONWICK: And just to clarify
7 that, Your Honour, I -- this is the first time I'm
8 reading it. I didn't -- I wasn't present when he made
9 that statement.

10 THE HONOURABLE FRANK MARROCCO: No, I
11 know, and -- but I want to hear Mr. Fryer's question
12 and then we'll see whether you need to read the note
13 or note. We've been fairly liberal with people giving
14 their impression about what other people meant when
15 they did things and so on.

16 MR. FREDERICK CHENOWETH: Your Honour,
17 it's interesting to note that I think that may be
18 right out of the transcript of the January 23rd
19 meeting.

20 THE HONOURABLE FRANK MARROCCO:
21 Perhaps.

22 MR. TIM FRYER: Thank you, Justice
23 Marrocco, because that's an important point that I
24 should have made, is that that is exactly the -- and
25 actually Mr. Bonwick's already answered my question

1 because in the reference it does -- says, "speaking to
2 others," and I was going to ask Mr. Bonwick if he'd
3 spoken to Councillor Guardhouse but he says he -- he
4 didn't already, but -- but that's where the question
5 was going to go.

6 THE HONOURABLE FRANK MARROCCO: Well -
7 - well, why don't you just -- because of the kind of -
8 - because of different people who have spoken in the
9 last minute or so, why don't you just ask Mr. Bonwick
10 the question and then we'll get his answer.

11

12 CONTINUED BY MR. TIM FRYER:

13 MR. TIM FRYER: So in the reference
14 there it does speak to having discussions with others.

15 Were you speaking with Councillor
16 Guardhouse?

17 MR. PAUL BONWICK: No.

18 MR. TIM FRYER: So there was no
19 business plan presented but even still Councillor
20 Guardhouse says he's seen enough to influence his view
21 and supported it, correct?

22 MR. PAUL BONWICK: I -- I don't know
23 that -- what Councillor Guardhouse was presented.

24 MR. TIM FRYER: That's all I'm saying,
25 is that he'd seen enough or he'd heard enough to make

1 the decision to go with the partnership.

2 MR. PAUL BONWICK: It appears to be
3 the case from the transcript.

4 MR. TIM FRYER: Right. Thank you. In
5 my examination of Mr. Bentz and Mr. Houghton, the
6 reasoning for lack of success of the model was that
7 the Town wasn't interested.

8 Do you recall that?

9 MR. PAUL BONWICK: Not exactly. From
10 what I understood from testimony from numerous
11 individuals that were attached throughout the process,
12 that in fact it was a success, quite a -- quite a
13 significant success in terms of the uniqueness of the
14 approach. I think it was somewhat unprecedented, the
15 scoring, the valuations, and the end product.

16 We've heard testimony that over the
17 course of the next year after the closing of the deal
18 and subsequent OEB approval, that the culture was very
19 good, the atmosphere was very good, and people,
20 generally speaking, that were attached to it at that
21 time felt that it had been a success, and then post
22 eighteen (18) months or two (2) years, that's where it
23 appeared to be that the Town was no longer interested
24 in pursuing that type of a model, but again that
25 speculative on my part because I wasn't part of those

1 deliberations.

2 MR. TIM FRYER: Okay. So that -- that
3 wasn't my question though.

4 My question was, do you recall that Mr.
5 Bentz made the statement that the Town wasn't
6 interested? And I can bring the transcript up if
7 you'd like.

8 MR. PAUL BONWICK: I don't think
9 that's necessary. I do recall that but I think you
10 need to put it into context with respect to the timing
11 of that statement, when he felt that was the case.

12 MR. TIM FRYER: And -- and the
13 question had been, why had it not been successful, but
14 we can move on from that.

15 Also in that particular area, Mr. Bentz
16 talked about the critical year being 2013. Do you
17 recall that?

18 MR. PAUL BONWICK: Somewhat.

19 MR. TIM FRYER: That's good enough.
20 There -- but because of that, there appears to be a
21 disjoint then. Even though all the particular parties
22 involved apparently had the same long-term vision and
23 should have the drive to bring it to fruition, would
24 you agree it's because there was no business plan that
25 showed the probable governance and financing structure

1 brought forward before voting to proceed?

2 MR. PAUL BONWICK: No. I wasn't
3 involved in the decision-making from Council. I
4 wasn't privileged to all the information they
5 received. I have no idea what transpired in terms of
6 in camera discussions. I'm not sure what individual
7 councillors -- what length individual councillors went
8 to research it on their own.

9 Quite often we'll find, depending on
10 the individual councillor, some will really sink into
11 a particular issue and do a lot of research on their
12 own; some rely strictly on staff. So I -- I can't
13 really comment on what information specifically they
14 were provided and why two (2) years later it wasn't as
15 successful as it had been the earlier year.

16 MR. TIM FRYER: Would you agree, in
17 initiating any initiative, having a business plan up
18 front to consider before voting would be the proper
19 procedure?

20 MR. PAUL BONWICK: Sorry, the business
21 plan moving forward?

22 MR. TIM FRYER: Yes. So you
23 understand what your plan is.

24 MR. PAUL BONWICK: I think it's always
25 helpful. More information is better. Any information

1 Council could have that would give them an indication
2 of what the growth strategy was going to look like, I
3 think would be absolutely helpful to them.

4 MR. TIM FRYER: So moving on, the
5 other important element of long-term implementation is
6 of course having resources involved, like yourself Mr.
7 Houghton, for the roll-out and the momentum building
8 years. Is that correct?

9 MR. PAUL BONWICK: I would agree with
10 that.

11 MR. TIM FRYER: That certainly is what
12 I shared with Mr. Houghton, that a business plan was
13 critical and whoever was taking this forward need to
14 be committed.

15 Did you discuss with that -- that with
16 him as well?

17 MR. PAUL BONWICK: Yes, to some degree
18 we had a discussion -- or we had discussions, specific
19 to growth strategy, LDCs, that -- sort of where they
20 were in terms of progress or lack thereof as it
21 related to mergers, acquisitions, what had happened in
22 the past with specific LDCs, what their appetite might
23 be, to look at a regional model. There was those
24 kinds of discussions.

25 MR. TIM FRYER: Okay. In your

1 testimony yesterday you reviewed that you had been
2 suggesting to Mr. Houghton that with the potential on
3 the retail, he should consider retiring and working
4 directly with you.

5 Do you recall that?

6 MR. PAUL BONWICK: Absolutely.

7 MR. TIM FRYER: So again there appears
8 to be a disjoint to the initiatives of being committed
9 to one (1) or -- or the other. But I -- I'm going to
10 move ahead and -- but before that, just one (1) last
11 question.

12 So after the January 23rd vote, during
13 the critical two-year implementation period, were any
14 meetings held between Collus PowerStream Board and
15 Collingwood Council to discuss potential for future
16 partnerships?

17 MR. PAUL BONWICK: I can't comment to
18 that. I wasn't on the Board, nor was I on Council.

19 THE HONOURABLE FRANK MARROCCO: I
20 think maybe one way you might ask, Mr. Fryer, is
21 whether Mr. Bonwick is aware of any, if you want to
22 phrase it that way.

23 MR. TIM FRYER: I will certainly take
24 the advice.

25 THE HONOURABLE FRANK MARROCCO: I

1 appreciate you weren't at all of them, or all of the
2 Board meetings, but are you aware of meetings of that
3 nature?

4 MR. PAUL BONWICK: I am not aware of
5 interaction between full Council and full Board. It
6 was my understanding that there was councillors and
7 member from the public at large on the Board but I'm
8 unsure what kind of cross-sharing of information took
9 place.

10

11 CONTINUED BY MR. TIM FRYER:

12 MR. TIM FRYER: So again you're --
13 you're exercising the communications strategy for the
14 roll-out of the growth strategy. That's what I was
15 asking if you're aware of any meetings that did
16 happen.

17 We know that there was no successful
18 future partnership, but were you aware of any meetings
19 that happened in that two-year period, that there was
20 interaction between Council and the Board?

21 MR. PAUL BONWICK: No, but you'll
22 reflect on the point that my services were terminated
23 early on in the process, but I'm not familiar with
24 meetings that were scheduled between the Board or
25 Council over that two-year period.

1 MR. TIM FRYER: Okay. So I'm going to
2 switch over to now look at again, still the growth
3 strategy, but in particular the targeted CHEC group of
4 LDCs.

5 Back in 2010 when you were getting
6 familiar with things, did you know that CHEC was
7 started in 2000 by a number of new LDCs forming the
8 Organized Power Group?

9 MR. PAUL BONWICK: I'm not sure at
10 what point I learned that, but yes, I did learn that
11 there was an association of -- of various LDCs
12 throughout this region.

13 MR. TIM FRYER: And the OPG acronym
14 wasn't by happenchance seeing how the province had
15 just formed Ontario Power Generation, but the name
16 changed fairly quickly.

17 Did you know that the CHEC -- that CHEC
18 originated with an objective of sharing CIS services
19 rather than each LDC creating their own?

20 MR. PAUL BONWICK: No.

21 MR. TIM FRYER: You recall that
22 earlier evidence shows --

23 MR. PAUL BONWICK: Sorry, if I may
24 back up there. Are you asking at that time? No, I
25 did not.

1 MR. TIM FRYER: You recall that
2 earlier evidence showed the CHEC group in 2011
3 comprised of 12 LCDs representing 102,000 ratepayers?

4 MR. PAUL BONWICK: Yes.

5 MR. TIM FRYER: Back in 2010 and '11,
6 did you believe CHEC was well-organized in meeting its
7 objectives?

8 MR. PAUL BONWICK: I couldn't comment,
9 I wasn't that knowledgeable about what CHEC's
10 objectives were and how they met that mandate or met
11 those objectives.

12 MR. TIM FRYER: In your capacity then,
13 and thinking about the CHEC group being the particular
14 target group, I had anticipated that you'd be looking
15 at it to see are they in a strong position or a weak
16 position? Did you look into that at all?

17 MR. PAUL BONWICK: Yes. I think our -
18 - certainly my perspective on CHEC was it was an
19 association of various-sized LDCs, some quite small,
20 there seemed to be three that were sort of all in the
21 same range of size and based on factors beyond the LDC
22 world, it was our -- it was my opinion that they
23 represented opportunities to become part of a more
24 structured regional consolidated LDC as opposed to --
25 and I don't mean this in any derogatory sense, more of

1 a loosely fitted association where they find synergies
2 where possible to work together.

3 MR. TIM FRYER: Okay. Mr. Houghton
4 had said to me back then that he was surprised how
5 organized CHEC was.

6 Did he express that opinion to you as
7 well?

8 MR. PAUL BONWICK: I don't recall him
9 speaking to me about how organized they were. I heard
10 Mr. -- or Mr. Houghton shared with me not on any
11 particular one occasion, but that he seemed to be very
12 pleased with the association that had been created,
13 recognizing the diversity in terms of size.

14 He certainly never spoke to me in any
15 sense of -- in a derogatory manner towards CHEC.

16 MR. TIM FRYER: No, it was just an
17 expression of surprise, that's all.

18 MR. PAUL BONWICK: I don't know that I
19 was surprised or he was surprised. He just spoke
20 positively about the CHEC group and the fact that the
21 various synergies brought them together, seemed to
22 make sense.

23 MR. TIM FRYER: So based on your
24 knowledge back then, was your expectation that in --
25 back in 2011 that the CHEC model was not sustainable?

1 MR. PAUL BONWICK: I don't know that
2 it wasn't sustainable. It was my opinion that there
3 was greater efficiencies that could have been
4 achieved, recognizing what I believe to be trends back
5 then towards consolidation.

6 If I look at some of the smaller LDCs
7 that are in that group, I would sit there and go -- if
8 we brought up the CHEC group I could reference them,
9 but I would sit there and go you've got seven or eight
10 relatively small LDCs that all have a president and
11 CEO, that all have a CFO, that would all have a
12 director of operations, that would all have a director
13 or a senior person responsible for human resources.

14 The list goes down and so you have
15 relatively small organizations or corporations that
16 have similar types of top structure. So in my mind
17 there would be significant efficiencies if you brought
18 four or five of them together and you had one
19 president, one CFO, one director of human resources,
20 one director of operations and so forth and so on.

21 So to me, that would create
22 efficiencies from an organizational structure. I'm
23 not in any way a technical guy in terms of the
24 services you have to deliver. But I've heard
25 testimony and certainly was my opinion, uneducated as

1 it is, that it was stressful for even organizations
2 the size of Collus, which was one (1) of the big three
3 (3), if I can call it that, within the CHEC group.

4 So for those reasons I thought it would
5 make good sense for similar cultured LDCs that are
6 small to come together and create greater
7 efficiencies, certainly from a corporate perspective.

8 MR. TIM FRYER: So I think by your
9 answer, essentially you felt it wasn't sustainable in
10 its present form and its status quo?

11 MR. PAUL BONWICK: I think not so much
12 that it wasn't sustainable, I think every
13 organization, especially one that's in the public
14 domain, has a responsibility not simply to look at
15 what's sustainable, but what are the responsibilities
16 to create even greater efficiencies, and if greater
17 efficiencies move beyond a sustainable model that's in
18 association, then in my mind it's incumbent for boards
19 and senior executives within those organizations to
20 look at how they might achieve those -- the betterment
21 of the services that they deliver collectively.

22 MR. TIM FRYER: At the time you
23 thought there was an opportunity for Collus based on
24 the existence of CHEC.

25 MR. PAUL BONWICK: Absolutely. It was

1 my understanding that Collus founded CHEC. I met with
2 the president or the CEO of CHEC at that time during
3 my discussions Mr. Houghton was held in very high
4 regard. I can say that you were held in very high
5 regard with the CHEC group.

6 I think that there was a comfort level
7 in terms of the support your -- I'll call it second-
8 tier management provided within the CHEC.

9 So I think there was -- there was more
10 a cultural comfort in terms of CHEC members as it
11 related to Collus versus for no specific reason other
12 than PowerStream is right next door, then they might
13 have with a very significantly larger entity like
14 PowerStream.

15 So we've spoke about those cultural --
16 sense of cultural trepidation as it related to things
17 like Hydro One. In fairness, I think people from
18 PowerStream have acknowledged that there was
19 sensitivities in regards to acquisitions within these
20 smaller ones as well.

21 So for those reasons, yes, I would say
22 that Collus was an ideal candidate to take a lead in
23 terms of consolidation into one regional entity.

24 MR. TIM FRYER: So the opportunity for
25 Collus by extension, it was an opportunity for

1 yourselves, through Compenso then too?

2 MR. PAUL BONWICK: Yes, I mean, if I
3 had of stayed on as a consultant, we had talked about
4 -- that this was likely going to be a -- this could
5 be, depending on what the appetite was as you did the
6 early research on it, this could be a -- a long-term
7 initiative in order to secure buy in from these
8 various LDCs.

9 MR. TIM FRYER: It is in the evidence
10 that CHEC achieves efficiencies for its members,
11 essentially through shared services, correct?

12 MR. PAUL BONWICK: Again, I've
13 commented on that. I -- I believe that's why it was
14 put together, but I can't comment on exactly what they
15 did together.

16 MR. TIM FRYER: Do you recall that a
17 goal of the strategic partnership was for Collus
18 PowerStream to be the hub, not geographically, but as
19 service provider to achieve scale?

20 MR. PAUL BONWICK: Yes. But when you
21 -- sorry, can you back that up. Geographically, you
22 said?

23 MR. TIM FRYER: What I meant -- when I
24 said "hub" I didn't want to say hub because
25 geographically Collingwood is kind of on the edge.

1 But it was about a hub as a service
2 provider, so the scale could be achieved that was
3 being sought.

4 MR. PAUL BONWICK: That was my
5 understanding.

6 MR. TIM FRYER: Were you aware a
7 central CHEC objective is to achieve scale without
8 relinquishing accountability?

9 MR. PAUL BONWICK: No, I don't
10 understand, relinquishing what without accountability?

11 MR. TIM FRYER: You get scale without
12 relinquishing accountability, so each utility achieves
13 scale but still has its own singularity?

14 MR. PAUL BONWICK: Okay, I don't know
15 that there's any less or more accountability through a
16 regional LDC versus 12 smaller LDCs. In fact, I would
17 submit that there could be greater accountability
18 through one (1) larger organization rather than having
19 twelve (12) different boards comprised of various
20 members.

21 And so, again, I -- I don't understand
22 the accountability side because I think it applies to
23 both sides.

24 MR. TIM FRYER: And I wasn't looking
25 for an analysis of the objective. I was just asking

1 if you were aware that that was one (1) of their
2 central objectives.

3 MR. PAUL BONWICK: No.

4 MR. TIM FRYER: No. So, essentially,
5 for the growth strategy model to be successful for
6 Collus PowerStream, it would have to usurp the role of
7 CHEC for the targeted LDCs, correct?

8 MR. PAUL BONWICK: No, I don't think
9 it usurps it. I think it presents a different vision,
10 a different opportunity for CHEC. Again, at the end
11 of the day, the -- my understanding from the LDC's
12 perspective is they're there to serve in the best
13 possible way they can their ratepayers and their
14 shareholder.

15 And so, to my mind, it's not about
16 trying to usurp CHEC but rather present an option or
17 an alternative that could create even more
18 efficiencies, more structural control, more structural
19 efficiencies than you would have through a dozen
20 smaller organizations acting somewhat independently.

21 MR. TIM FRYER: So, we had reviewed
22 that -- that one (1) of the objectives of CHEC was to
23 achieve scale without relinquishing accountability?

24 MR. PAUL BONWICK: So, I don't know
25 how they -- I can see how in some regards they might

1 achieve scale if there's back office sharing of
2 information or things of that regard.

3 But in terms of delivering optimum
4 value, the most cost-effective service for the
5 ratepayer, I think there's strong evidence that would
6 suggest consoli -- consolidated models will provide
7 greater efficiencies than having a dozen LDCs
8 operating independently while sharing some services.

9 MR. TIM FRYER: Okay. So, did you
10 know that CHEC has an arm of operation that provides a
11 complete menu of back office support, including
12 twenty-four (24) seven (7) call centre and CIS
13 services?

14 MR. PAUL BONWICK: I was made aware of
15 that.

16 MR. TIM FRYER: And those are exactly
17 what you just talked about having, and -- and they do
18 have those?

19 MR. PAUL BONWICK: Sorry, Mr. Fryer, I
20 spoke about the corporate structure more than I did
21 the back office support, but that's certainly
22 critical.

23 But I'll -- for the sake of repeating
24 myself, if you've got twelve (12) CEOs, twelve (12)
25 CFOs, go down the list, you're talking about millions

1 of dollars worth of wages going out to effectively
2 deal with an LD -- a ratepayer group -- with a
3 ratepayer group that would be similar in size to other
4 LDCs that only have one (1) CEO, one (1) CFO, one (1)
5 board of directors.

6 And that's where I'm talking about
7 creating efficiencies within the cost of delivery of
8 service. And I'm not taking away the importance of
9 the back room at all; those are critical, as well.

10 MR. TIM FRYER: And, aga -- again, I
11 reviewed the objective of not relinquishing
12 accountability. Each member utility wanted to
13 maintain their singularity. And that's why I'm
14 saying, effectively, in order for the growth strategy
15 of Collus PowerStream to work, it would usurp what
16 CHEC was doing and achieving?

17 MR. PAUL BONWICK: I think we're going
18 to have to disagree on that point.

19 MR. TIM FRYER: Did you know that in -
20 - CHEC has now expanded to seventeen (17) members just
21 having added Grimsby and Tillsonburg most recently?

22 MR. PAUL BONWICK: No.

23 MR. TIM FRYER: The evidence -- and I
24 can bring it up if -- if you'd like, but I had shown
25 an administrative cost per customer chart that showed

1 that Collus PowerStream has remained stable through
2 2013/'17 and continues to be in the low range.

3 Do you recall the chart that I showed?
4 It compared the partners in --

5 MR. PAUL BONWICK: Yes.

6 MR. TIM FRYER: -- in Collus? Thank
7 you. So, the failure of the Collus PowerStream model
8 hasn't negatively impacted the ratepayer by leading to
9 higher costs as evidenced by that chart?

10 MR. PAUL BONWICK: The chart seems to
11 demonstrate that -- efficient servicing, which comes
12 as no surprise. I think EP -- EPCOR's highly regarded
13 in the industry. I'm not surprised to see that.

14 MR. TIM FRYER: Yeah. Now, again,
15 this -- this is 2013 to '17, so the EPCOR impact has
16 not been --

17 MR. PAUL BONWICK: Okay.

18 MR. TIM FRYER: So, just the
19 shareholder has been negatively impact and the
20 perspective of the time frame these proceedings are
21 considering, correct?

22 MR. PAUL BONWICK: No. I think
23 evidence would demonstrate the exact opposite. I
24 think the shareholder received one (1) of the highest
25 bids over the course of the last decade or more in

1 terms of the bid.

2 I think the shareholder received one
3 (1) of the largest dividends, or the largest dividend
4 it ever had during the first year, based on what I was
5 watching.

6 I think there's substantial evidence to
7 suggest when they sold the LDC through sole-source bid
8 to EPCOR, that the shareholder received significantly
9 higher value than they would have if they had have
10 been a standalone organization just as a result of
11 having PowerStream as a partner.

12 So, I would suggest that the
13 shareholder, at the end of the day, received several
14 million dollars more in value than they would have if
15 they had have been a standalone organization.

16 MR. TIM FRYER: But that wasn't my
17 question. My question was, at the time frame of these
18 proceedings, which is to 2017, before EPCOR came into
19 the picture, the -- Collus PowerStream -- the evidence
20 shows that the dividend that was paid was higher than
21 any one (1) before because there hadn't been a
22 dividend paid before, correct?

23 MR. PAUL BONWICK: Yes.

24 MR. TIM FRYER: It also showed that it
25 would have been double if they hadn't have done the

1 partnership, correct?

2 MR. PAUL BONWICK: I don't know that.

3 MR. TIM FRYER: If -- if you pay -- 50
4 percent is -- is two hundred thousand dollars
5 (\$200,000) and you own a hundred percent, then you're
6 going to get four hundred thousand dollars (\$400,000),
7 are you not?

8 MR. PAUL BONWICK: So, you're working
9 on the premise that, if you had have maintained the
10 status quo, you would have enjoyed the same
11 efficiencies, you would have enjoyed the same business
12 success had PowerStream not got involved.

13 And I can't comment on whether your
14 status quo would have driven the same kind of dividend
15 that happened as a result of PowerStream coming in and
16 being a 50/50 partner with you.

17 So, I don't know how to speculate on
18 what would have happened. If Collingwood would had
19 chose to remain in the status, I don't know what kind
20 of dividend they would have received.

21 All I can say is, historically, they
22 did not get dividends, and so I'm not sure I could
23 forecast and say, had they not go down -- gone down
24 this path, that miraculously that year all of the
25 sudden they would have had that large dividend coming

1 in, and 100 percent of it versus 50 percent of it.

2 MR. TIM FRYER: And I hadn't wanted to
3 get into that kind of a realm of -- of discovery. I
4 was simply looking at it as a situation, if you own a
5 hundred percent of an asset, you get a hundred percent
6 of the dividend. If you own 50 percent, you get 50
7 percent of the dividend. That's just simply that.

8 MR. PAUL BONWICK: I think that's a
9 given, Mr. Fryer.

10 MR. TIM FRYER: Yeah.

11 MR. PAUL BONWICK: I think that's a
12 given. The issue that I'm raising is, if you own a
13 hundred percent of the asset and you get a hundred
14 percent of the dividend, if there's no dividend that
15 exists, you don't get a dividend.

16 MR. TIM FRYER: In regarding the
17 success of PowerStream with the sharing of services,
18 do you recall when I interviewed -- or examined Mr.
19 Glicksman, we spoke about three hundred and sixty-six
20 thousand dollars (\$366,000) for the cost of service --
21 2013 cost of service to be completed?

22 Do you recall that figure?

23 MR. PAUL BONWICK: Vaguely.

24 MR. TIM FRYER: Okay. And I explained
25 that the average for the CHEC group was a hundred and

1 seventy-five thousand dollars (\$175,000)?

2 MR. PAUL BONWICK: Okay.

3 MR. TIM FRYER: Okay. It has been
4 shown in the evidence that growing strategic
5 partnership was a shareholder goal and that Collus
6 PowerStream didn't in fact grow, correct?

7 MR. PAUL BONWICK: If you're asking me
8 to look through that lense, I mean, I'm looking back
9 from 2019, and it doesn't appear to have. But
10 understand -- it doesn't appear to have.

11 MR. TIM FRYER: Okay. Thank you. In
12 the end, anticipated forced amalgamation didn't occur,
13 and that's the major reason for no success, correct?

14 MR. PAUL BONWICK: No. I would
15 disagree with that. I think the forced amalgamation
16 scenario was a back consideration for LDCs. I think
17 there was some sensitivity to whether or not that may
18 or may not happen.

19 Certainly, with the deliverance of --
20 delivery of the Drummond report, it may have
21 heightened that sensitivity, but I don't know that the
22 idea of forced consolidation was the major driving
23 force.

24 I think the idea was, based on various
25 representations in the industry, the challenge the

1 small LDCs were facing and the benefits of
2 consolidation that might be presented.

3 So, I don't know that forced
4 consolidation was the number 1 consideration that
5 would have led people down that -- or led LDCs down
6 the path to a consolidation; it would have simply been
7 a consideration.

8 MR. TIM FRYER: Okay. Fair enough.
9 And I won't dwell on that. Status quo has continued
10 to be a viable option, correct?

11 MR. PAUL BONWICK: For whom?

12 MR. TIM FRYER: For the utilities in
13 the characteristics of Collus prior to the
14 partnership?

15 MR. PAUL BONWICK: I'm sorry. So are
16 you asking me was the status quo prior to the 50/50
17 partnership good?

18 THE HONOURABLE FRANK MARROCCO: No,
19 no. I thought Mr. Fryer's question was that the
20 status quo continues to be a viable option.

21

22 CONTINUED BY MR. TIM FRYER:

23 MR. TIM FRYER: If I could rephrase
24 for you, you recall that one of the comments by
25 Mr. Houghton is that status quo was not an option.

1 That's what his Board had determined.

2 So what I'm saying is status quo of
3 then was still an option. It's still a viable option
4 today.

5 MR. PAUL BONWICK: I think there had
6 been lots of testimony both here at the Inquiry, as
7 well as lots of information out in the industry
8 itself, that provides two (2) perspectives on that.

9 I think some would suggest that status
10 quo is not a responsible way to go. And some that are
11 in the status quo and want to maintain that would
12 argue that they're creating efficiencies unto
13 themselves.

14 So I think there's two (2) different
15 perspectives on whether you should maintain status quo
16 or whether you should be looking at models that would
17 create even greater -- greater efficiencies beyond
18 simple associations.

19 MR. TIM FRYER: I gave in my earlier
20 evidence to being a Board member of a CHEC-member LDC
21 that had and still does have the similar
22 characteristics to Collus pre-2011. Correct? You
23 recall that I did that?

24 MR. PAUL BONWICK: Yes.

25 MR. TIM FRYER: Okay. So yes, status

1 quo has continued, and it's led to increased value for
2 that utility that I'm a Board member of. So I'm
3 making my contention to you that status quo is an
4 option and increases value.

5 THE HONOURABLE FRANK MARROCCO: What's
6 the question?

7 MR. TIM FRYER: And that's why I had
8 asked if -- and he's answered to me that status quo
9 was not an option.

10 MR. PAUL BONWICK: I don't think I
11 said that. I -- what I tried to say is there -- there
12 will be two (2) perspectives towards status quo. And
13 just help me understand, CHEC is not an LDC, is it?
14 It's an association.

15

16 CONTINUED BY MR. TIM FRYER:

17 MR. TIM FRYER: And I'm a member of a
18 Board of a CHEC-member LDC.

19 MR. PAUL BONWICK: Oh, I'm sorry.
20 That -- that helps. I thought you meant you were a
21 member of the CHEC Board.

22 So all I'm saying to you, Mr. Fryer, is
23 I think that there's two (2) strong and reasonably
24 well positioned opinions that status quo is not the
25 ideal solution. And there's those are maintaining the

1 status quo that say they are -- that it is the ideal
2 solution, and they're creating efficiencies within the
3 status quo.

4 MR. TIM FRYER: M-hm, yes.

5 MR. PAUL BONWICK: Kind of a
6 contradiction in terms but...

7 MR. TIM FRYER: So -- sorry. Are you
8 finished?

9 MR. PAUL BONWICK: Yeah.

10 MR. TIM FRYER: Okay. So Collus
11 PowerStream, status quo was not an option for them
12 because one of the central pillars to an LDC being
13 successful in the municipality is trust between the
14 LDC and the shareholder and in this particular case
15 Collingwood Council.

16 And I believe that the status quo was
17 not an option for Collus PowerStream because that
18 trust factor had disappeared between the shareholder,
19 and we've moved into now more the 2015 -- or '14 to
20 '18 Council.

21 MR. PAUL BONWICK: Okay. If that's
22 your opinion, I would agree. I think there's been
23 substantial evidence that showed that there was a --
24 after thirty (30) years of a very collegial and
25 positive, cooperative working relationship that there

1 was a disconnect in -- between the shareholder and the
2 utility somewhere in 2014.

3 MR. TIM FRYER: Yeah.

4 MR. PAUL BONWICK: I'm just repeating
5 what you said, I guess.

6 MR. TIM FRYER: Yeah. The other
7 reason the status quo isn't -- wasn't an option for
8 Collus PowerStream was because the poor financial
9 position it was in in 2017.

10 MR. PAUL BONWICK: I suspect that's
11 your opinion.

12 MR. TIM FRYER: Okay. Those are my
13 questions.

14 THE HONOURABLE FRANK MARROCCO: Thank
15 you, Mr. Fryer. Mr. Breedon.

16 Well, Mr. Breedon, we'll take the
17 morning break around 10 or 5 after ,so let me know
18 then what's a convenient time.

19 MR. RYAN BREEDON: Thank you,
20 Your Honour.

21

22 CROSS-EXAMINATION BY MR. RYAN BREEDON:

23 MR. RYAN BREEDON: Mr. Bonwick, you
24 served on Town Council from 1994 to 1997?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: You were elected MP
2 for Simcoe-Grey in 1997?

3 MR. PAUL BONWICK: Yes.

4 MR. RYAN BREEDON: You were re-elected
5 in 2000?

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: You were appointed
8 to the Privy Council in 2003?

9 MR. PAUL BONWICK: Yes.

10 MR. RYAN BREEDON: The Progressive
11 Conservatives and the Canadian Alliance got their act
12 together, and that was the end of that.

13 MR. PAUL BONWICK: Just to clarify, I
14 was appointed as Parliamentary secretary, which was
15 a -- it's semantics perhaps, but the Prime Minister of
16 the day changed the role of Parliamentary secretary's
17 to actually be engaged at Cabinet. And so the
18 subsequent effect of that was you automatically became
19 a privy councillor.

20 MR. RYAN BREEDON: Right. And since
21 leaving politics, you have, amongst other things,
22 acted as a consultant?

23 MR. PAUL BONWICK: Correct.

24 MR. RYAN BREEDON: In a variety or for
25 a variety of industries?

1 MR. PAUL BONWICK: Correct.

2 MR. RYAN BREEDON: You have also been
3 involved in several businesses?

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: We've seen a number
6 of them in these proceedings: Compenso, Green Leaf,
7 Gemba, ISSI. I presume others as well?

8 MR. PAUL BONWICK: I wasn't involved
9 in ISSI but the other ones, yes.

10 MR. RYAN BREEDON: And other
11 businesses also?

12 MR. PAUL BONWICK: Correct.

13 MR. RYAN BREEDON: And in your various
14 businesses, you have worked with a number of different
15 partners.

16 MR. PAUL BONWICK: Correct.

17 MR. RYAN BREEDON: And I --

18 MR. PAUL BONWICK: Some were
19 partnerships -- sorry -- and some are stand-alone.

20 MR. RYAN BREEDON: Right. And I'm not
21 here specifying a legal partnership but people who you
22 were working with in business, whether you are joint
23 shareholders of an organization or whether it's a
24 partnership or how -- regardless of how it's
25 structured.

1 MR. PAUL BONWICK: In my mind, it is
2 actually very clear in terms of what a partnership is.
3 If you're an investor and a director or a shareholder
4 that -- not even a director. If you're a shareholder,
5 then you're a partner.

6 If you have a working relationship, I
7 don't know that I would consider people that worked
8 with me that did not have any equity in my company or
9 shares to be partners.

10 MR. RYAN BREEDON: Okay. Fair enough.
11 And the companies where you did have partners, whether
12 by way of shareholders or otherwise, I think you'll
13 agree that you were always honest with your partners.

14 MR. PAUL BONWICK: I try to be.

15 MR. RYAN BREEDON: And you're always
16 candid with your partners.

17 MR. PAUL BONWICK: I try to be.

18 MR. RYAN BREEDON: You would never
19 mislead your partners.

20 MR. PAUL BONWICK: Correct.

21 MR. RYAN BREEDON: I want to touch on
22 a couple of things that have been addressed over the
23 last couple of days and the first is Mr. Muncaster.

24 I take it from your evidence that you
25 were not friends with Mr. Muncaster?

1 MR. PAUL BONWICK: Correct.

2 MR. RYAN BREEDON: You didn't have a
3 social relationship with him?

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: And am I correct
6 that you first met him as part of this process?

7 MR. PAUL BONWICK: I don't know that
8 100 percent to be the case. I think when we first
9 met, there was a -- sort of a recognition that we had
10 maybe been in different -- different municipal events
11 or things like that together, but we had no
12 relationship prior to that.

13 MR. RYAN BREEDON: Okay. So you may
14 have run into him at some sort of event before, but
15 you didn't have any working relationship with him
16 prior to these events.

17 MR. PAUL BONWICK: Correct.

18 MR. RYAN BREEDON: All right. And I
19 think you testified that you met him once at
20 PowerStream's office, and this is this July 7th
21 meeting?

22 MR. PAUL BONWICK: On or about, yes.

23 MR. RYAN BREEDON: It seems to be the
24 July 7th meeting?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: And then you
2 testified that you went to the Collus office and met
3 with Mr. Muncaster on one occasion?

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: And was that before
6 or after the meeting at PowerStream?

7 MR. PAUL BONWICK: I don't recall.
8 I -- as I mentioned yesterday, I didn't mark it in a
9 daytimer or make a mental note of the date.

10 MR. RYAN BREEDON: Okay. Where in the
11 process was this meeting with Mr. Muncaster?

12 MR. PAUL BONWICK: I'm going to
13 suggest it -- it would have likely been during the --
14 the committee or the Strategic Task Team was in place
15 at the time.

16 And so I don't know that the -- the --
17 and I'm trying to fix dates in my mind or timing in my
18 mind -- the Strategic Task Team was in place, I
19 believe. There had already been a meeting or meetings
20 with the Strategic Task Team. I believe there had
21 already been meetings with the four (4) or five (5)
22 potential bidders.

23 MR. RYAN BREEDON: All right, and so
24 the meetings with the four (4) or five (5) potential
25 bidders are these July 7th meetings that we're talking

1 about, and -- and that series of meetings?

2 MR. PAUL BONWICK: I'm not -- I would
3 say yes. I'm not sure. As I said to you, I can't
4 recall the date.

5 MR. RYAN BREEDON: Well, I'm just
6 trying to understand -- I mean, we've all got this
7 chronology now probably embedded in our minds forever,
8 --

9 MR. PAUL BONWICK: I couldn't be more
10 confused about it.

11 MR. RYAN BREEDON: We know that in
12 July there are a series of meetings with Mr. Houghton
13 and Mr. Muncaster where they went out to the various
14 bidders.

15 MR. PAUL BONWICK: Right.

16 MR. RYAN BREEDON: Right. And so the
17 PowerStream one is this July 7th meeting that we were
18 just talking about?

19 MR. PAUL BONWICK: Okay.

20 MR. RYAN BREEDON: Yes?

21 MR. PAUL BONWICK: That's my
22 understanding, yes.

23 MR. RYAN BREEDON: Right, and -- and
24 we understand from the materials and the evidence that
25 you've heard that there were also meetings with other

1 perspective bidders.

2 MR. PAUL BONWICK: Correct.

3 MR. RYAN BREEDON: Including St.

4 Thomas, who ultimately did not become a bidder.

5 MR. PAUL BONWICK: My understanding as
6 well.

7 MR. RYAN BREEDON: Right. You weren't
8 involved in any of those meetings?

9 MR. PAUL BONWICK: Correct.

10 MR. RYAN BREEDON: All right.

11 And then we know that in September
12 there were meetings of the four bidders with the STT?

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: All right. And you
15 did not attend any of those meetings?

16 MR. PAUL BONWICK: Correct.

17 MR. RYAN BREEDON: So when you say
18 that your meeting with Mr. Muncaster was after some of
19 the meetings with the bidders, do you mean the July
20 meetings or do you mean the September meetings?

21 MR. PAUL BONWICK: I don't recall the
22 date that I met with Mr. Muncaster. I think you were
23 present when I was cross-examining Ms. Hogg if she
24 could reflect on my meeting with Mr. Muncaster and
25 what date and she simply could not remember.

1 And so I'm in the same situation, I --
2 I have a feeling that it was in September and not in
3 July.

4 MR. RYAN BREEDON: Why do you say
5 that?

6 MR. PAUL BONWICK: I can reflect on
7 some of the -- some of the conversation that I think I
8 was taking in a -- it was my opinion based on that
9 meeting that PowerStream was being viewed in a very
10 positive light. And so I could only draw that
11 conclusion if Mr. Muncaster had had the opportunity to
12 go through somewhat of an evolved process in order to
13 make that determination.

14 MR. RYAN BREEDON: Well, is that fair?
15 Because we know that even before this process started,
16 from what Mr. Houghton says, is he thought PowerStream
17 would be a good fit and was an appropriate partner.

18 MR. PAUL BONWICK: I don't know that
19 it's unfair. I've heard Mr. Houghton give testimony
20 that -- I think the quote was it's theirs to lose, I -
21 - I think that there was a consensus, certainly in his
22 mind and perhaps others, both elected and non-elected,
23 that PowerStream could have been a good candidate or a
24 good fit.

25 But again, I'm saying Mr. Muncaster was

1 a -- from what I understand, a very experienced
2 businessperson and the -- would not necessarily draw
3 those conclusions simply based on feelings of others,
4 but rather I suspect through his own experiences as
5 well.

6 MR. RYAN BREEDON: Right, although he
7 had been the Chairman of Collus for some time?

8 MR. PAUL BONWICK: Right, and I'm not
9 sure how much interaction Collus had with PowerStream
10 during his role as Chairman.

11 MR. RYAN BREEDON: And then other than
12 this meeting at the Collus office and the meeting at
13 PowerStream, you also testified that you believe that
14 you spoke with Mr. Muncaster once on the telephone?

15 MR. PAUL BONWICK: I recall calling
16 PowerStream and I'm going to assume it would have been
17 Mr. Houghton that would have told me that he was going
18 to be in the office.

19 MR. RYAN BREEDON: You mean Collus?

20 MR. PAUL BONWICK: Sorry, yes.

21 I could have only known that Mr.
22 Muncaster would have been in the office. I know that
23 Mr. Houghton said they met regularly, if not daily.

24 So I -- I remember making a call and
25 getting put through to Mr. Muncaster and I really --

1 beyond that I don't recall a lot of the -- the
2 conversation.

3 MR. RYAN BREEDON: Do you know how
4 long that conversation was?

5 MR. PAUL BONWICK: Short.

6 MR. RYAN BREEDON: Five (5) minutes?
7 One (1) minute?

8 MR. PAUL BONWICK: Yes. Well, more
9 than one (1) minute. How are you doing takes one
10 minute (1) and -- the -- in my mind the purpose of the
11 call is -- is everything going well, anything that
12 PowerStream needs to be aware of in terms of any red
13 flags that have come up, anything in that regard. I
14 think it was just a general courtesy call to see if he
15 was prepared to share any information.

16 MR. RYAN BREEDON: When did that call
17 take place?

18 MR. PAUL BONWICK: I don't recall. As
19 I said in my earlier testimony, I did not mark down
20 dates.

21 MR. RYAN BREEDON: Is that before or
22 after the meeting at PowerStream's -- pardon me, at
23 Collus's office.

24 MR. PAUL BONWICK: I think it was more
25 towards the end of the process.

1 MR. RYAN BREEDON: And when you say
2 "more towards the end of the process", do you mean
3 after PowerStream had already been selected as the
4 preferred bidder?

5 MR. PAUL BONWICK: No.

6 MR. RYAN BREEDON: Okay. So when?
7 What is the timing of this call?

8 MR. PAUL BONWICK: So I -- I
9 recognized the process to your point went beyond the
10 selection, but what I'm referring to is the process
11 leading up to the selection.

12 MR. RYAN BREEDON: All right. Would
13 it be after the submission of PowerStream's bid, so in
14 that time period between when the bids were submitted
15 and the final selection was made?

16 MR. PAUL BONWICK: As I said, I don't
17 recall.

18 MR. RYAN BREEDON: And am I correct
19 that that is the full extent of your interaction with
20 Mr. Muncaster?

21 MR. PAUL BONWICK: That is the only
22 three times I remember having any kind of significant
23 interaction with him other than, again, public events
24 of any nature.

25 MR. RYAN BREEDON: Okay, thank you.

1 Your Honour, it's 5 to, I'm happy to
2 keep going, but I'm moving into another topic, so if
3 this is a convenient time to take a break?

4 THE HONOURABLE FRANK MARROCCO: Why
5 don't we go through the next topic and then we'll
6 stop?

7 MR. RYAN BREEDON: Sure.

8

9 CONTINUED BY MR. RYAN BREEDON:

10 MR. RYAN BREEDON: The email between
11 Mr. Lloyd and Ms. Almas, you know the one I'm talking
12 about, the January 17th email?

13 MR. PAUL BONWICK: Yes.

14 MR. RYAN BREEDON: Mr. Lloyd had
15 testified what seems like a very long time ago, that
16 he sent this as the result of a dispute which took
17 place in a bar that he was unable to recall with some
18 gentlemen he couldn't recall, but which had happened
19 either the night before or maybe a few nights earlier.

20 You remember that evidence?

21 MR. PAUL BONWICK: I remember his
22 evidence, yes.

23 MR. RYAN BREEDON: And as I understand
24 what you have said, you actually remember this meeting
25 that he's talking about, but believe that it happened

1 some months earlier. Is that right?

2 MR. PAUL BONWICK: First of all, I'm
3 not trying to counter Mr. Lloyd's testimony. There
4 wasn't a meeting per se surrounding this particular
5 issue. I don't recall getting together with Mr. Lloyd
6 and others anytime within that two (2) weeks, two (2)
7 months.

8 I recall something where we were
9 together and there was some convincing back and forth
10 about him getting in trouble on a -- or raising issues
11 because of his brother on a regular basis.

12 So I don't recall sitting with Mr.
13 Lloyd two days before.

14 MR. RYAN BREEDON: Right. And -- and
15 the thing that you recall, where did that take place?

16 MR. PAUL BONWICK: It would have been
17 a rather insignificant discussion, I think.

18 From what I remember, a bar in Barrie.

19 MR. RYAN BREEDON: And who was
20 present?

21 MR. PAUL BONWICK: I believe his
22 brother was present. And again, you're asking to go
23 back eight years in time. This was not -- until he
24 brought it up I wasn't even thinking in that world and
25 I -- his brother was present and I -- I can't recall.

1 MR. RYAN BREEDON: Were there -- were
2 there other people present?

3 MR. PAUL BONWICK: Possibly.

4 MR. RYAN BREEDON: And --

5 MR. PAUL BONWICK: It was such a non -
6 - and again, until it was brought up at this
7 commission, I was -- or this Inquiry, I'm sitting
8 there going I -- I -- it was -- it would have been
9 something that was so insignificant.

10 And Mr. Lloyd and I have got together
11 on many occasions after work for cocktails or in
12 groups of people. I'm surprised he cited one (1)
13 example simply because, as guys will sometimes get
14 together, they will challenge or bring up issues that
15 they find humorous as it relates to potential
16 conflicts and, boy, you've got yourself in the wringer
17 this time or...

18 So, how he pinpointed one (1), I
19 suspect there was several times.

20 MR. RYAN BREEDON: Well, and he -- he
21 described you as egging on these other guys. And I
22 take it you -- you --

23 MR. PAUL BONWICK: On several
24 occasions.

25 MR. RYAN BREEDON: And I take it the

1 idea is you found this to be kind of funny. Is that
2 fair?

3 MR. PAUL BONWICK: I can tell you
4 that, while I don't recall any specific, it has come
5 up numerous times over the years. And I suspect, yes,
6 I would have maybe tried to lend some humour or
7 sarcasm or -- to any particular issue when he was --
8 they were raising with him on Council.

9 MR. RYAN BREEDON: Okay. Now, this
10 meeting that you recall happened some months earlier
11 than January 17th?

12 MR. PAUL BONWICK: Again, I -- I had
13 just -- not that I want to spend too much time on the
14 meeting, but I don't think it was a meeting. And not
15 to play on words, but it wasn't a scheduled meeting.

16 There's been many occasions where he,
17 I, back in those days, his -- his brother -- brother
18 doesn't really drink, but where others have got
19 together. And I -- again, I can tell you that Mr.
20 Lloyd was quite often a target or a topic of
21 discussion based on his time on Council.

22 MR. RYAN BREEDON: This particular
23 interaction that you're talking about happened some
24 months before January 17th?

25 MR. PAUL BONWICK: I don't recall the

1 exact date. I've said that. I just can't move beyond
2 that.

3 MR. RYAN BREEDON: I -- I'm not asking
4 you for the exact date. I just want to confirm that
5 I'm right. I think this is what you testified --

6 MR. PAUL BONWICK: I think you're --

7 MR. RYAN BREEDON: -- the other day.

8 MR. PAUL BONWICK: I think you're
9 right, but --

10 MR. RYAN BREEDON: You have to -- you
11 have to let me --

12 MR. PAUL BONWICK: I think you're
13 right.

14 MR. RYAN BREEDON: -- ask the
15 question. I just want you to confirm that I'm correct
16 that, to the best of your recollection, this happened
17 some months earlier?

18 MR. PAUL BONWICK: It could have.
19 Again, I suspect that a week before -- you have to
20 understand how often Mr. Lloyd and I do socialize or
21 get together; it's on a fairly regular basis.

22 At that time, there was interactions
23 with lots of people, and so we would have been at a
24 bar or having -- sharing cocktails, it could have been
25 two (2) or three (3) times a month -- every month.

1 Oh, sorry. It could have been two (2) or three (3)
2 times a month every month leading up to my initial
3 inquiry.

4 MR. RYAN BREEDON: Right. But this
5 particular event or discussion that you recall, your
6 belief is it happened some months earlier?

7 MR. PAUL BONWICK: That's my
8 understanding. But, again, I think that it -- what
9 I'm trying to communicate to you is that Mr. Lloyd,
10 during many of our forays, when friends would get
11 together, was a target.

12 We would have some fun with various
13 issues that he was dealing with, you know, especially
14 related to his time on Council. Whether they be
15 conflicts or controversial votes or anything in that
16 regard, there would be -- there would be general
17 discussion about it.

18 And I think I've maybe overstated the
19 recollection of any one (1) meeting because it was --
20 it was fairly consistent. You tended to poke holes at
21 the politician sitting at the table.

22 MR. RYAN BREEDON: Okay. Now, I think
23 you testified yesterday in response to some questions
24 that Mr. Watson was asking you that you do remember
25 having a discussion with Mr. Lloyd about his

1 experience in dealing with these conflict issues on or
2 around January 17th?

3 MR. PAUL BONWICK: I do recall
4 reaching out to him. I won't repeat it. Yes.

5 MR. RYAN BREEDON: Right. And the
6 idea is that, I -- I think, because it had come up in
7 your discussion with Mr. Bentz, you reached out to Mr.
8 Lloyd to -- to talk about it because you know that he
9 had had a similar issue?

10 MR. PAUL BONWICK: On several
11 occasions.

12 MR. RYAN BREEDON: Right.

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: And did you explain
15 to Mr. Lloyd why you were asking the question when you
16 spoke to him?

17 MR. PAUL BONWICK: Well, I don't
18 recall the exact wording that I used. I believe I
19 called him, suggested -- or informed him that I was
20 looking at becoming involved within the company
21 outside of the community, that that company would have
22 work within the community.

23 I may very well have even told him
24 PowerStream, I don't recall that, that there is an
25 issue regarding the potential for conflict of interest

1 for an elected official if their sibling's doing work
2 in the community.

3 I suspect it was couched in some
4 humour, I know you've dealt with this on numerous
5 occasions and had numerous challenges, what is your
6 experience, what is the information that you received
7 back.

8 MR. RYAN BREEDON: And -- and it's
9 that discussion, it -- it seems, that then prompted
10 Mr. Lloyd to go and send the email to Ms. Almas?

11 MR. PAUL BONWICK: If I was following
12 the train of events, I would say that Mr. Lloyd took
13 it upon himself to do that.

14 MR. RYAN BREEDON: Right. Right. And
15 you've been very clear that you didn't ask Mr. Lloyd
16 to do that?

17 MR. PAUL BONWICK: One hundred
18 percent.

19 MR. RYAN BREEDON: All right. Did you
20 know that Mr. Lloyd was going to do that?

21 MR. PAUL BONWICK: No.

22 MR. RYAN BREEDON: Okay. Maybe this
23 would be an appropriate time to break.

24 THE HONOURABLE FRANK MARROCCO: Ten
25 (10) minutes.

1 --- Upon recessing at 10:06 a.m.

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

3

4 CONTINUED BY MR. RYAN BREEDON:

5 MR. RYAN BREEDON: Mr. Bonwick, before
6 the break, we were just talking about Mr. Lloyd's
7 decision to email Ms. Almas. And although you've
8 testified that you were not aware that he was going to
9 do it, before he emailed Ms. Almas you discussed it
10 with him shortly after, I take it?

11 MR. PAUL BONWICK: I don't know that I
12 had a discussion with him after, words he forwarded me
13 (sic). So the discussion that I had with Mr. Lloyd,
14 from a content perspective, was really centered around
15 me enquiring about the advice he had received related
16 to his potential conflicts or the challenges that had
17 arose.

18 It appears -- it happened subsequently
19 that Mr. Lloyd sent this email to Ms. Almas and then
20 forwarded on the response to me.

21 MR. RYAN BREEDON: Okay.

22 MR. PAUL BONWICK: And I don't know
23 that I necessarily had a conversation with him
24 afterwards as to why.

25 MR. RYAN BREEDON: Sure.

1 MR. PAUL BONWICK: But I very well
2 could have called him up and said, thanks, but
3 what's -- you enquiring. How does that help me?
4 Other than the general sense that irrespective of
5 whether it's Councillor Lloyd, Mayor Ford, or Mayor
6 Cooper, the general principle of the rule is, and
7 thanks very much for sharing that with me, that by
8 simply working directly or indirectly with the
9 municipality, it does not put the elected official
10 in -- in conflict.

11 And so the email, it obviously didn't
12 serve any desired effect, because subsequent to that,
13 PowerStream reached out and said, to Mr. Glicksman's
14 point, there appears to be a misunderstanding here.
15 This is not what we're looking for.

16 MR. RYAN BREEDON: Right. That's all
17 much later, right?

18 MR. PAUL BONWICK: Correct.

19 MR. RYAN BREEDON: Okay. So can we
20 look at Foundation Document paragraph 128, please.

21

22 (BRIEF PAUSE)

23

24 MR. RYAN BREEDON: So this is quoting
25 from an email that you sent to Mr. Bentz on

1 January the 20th, a couple of days after your
2 discussion with Mr. Lloyd and then Mr. Lloyd's email
3 exchange with Ms. Almas.

4 And you'll see that in the first
5 paragraph, you wrote to Mr. Bentz:

6 "The Town's solicitor provided a
7 legal opinion to the deputy mayor
8 clarifying that there's no breach of
9 conflict interest guidelines in this
10 situation."

11 You see that?

12 MR. PAUL BONWICK: Yes.

13 MR. RYAN BREEDON: Okay. Now, I
14 appreciate that it wasn't with the solicitor and all
15 the rest of it. You don't -- we don't need to go over
16 that.

17 But what you're talking about in this
18 email to Mr. Bentz is the exchange between
19 Deputy Mayor Lloyd and Ms. Almas.

20 MR. PAUL BONWICK: I don't know just
21 specific to that. I think I was more generally
22 referring to the fact that it is my clear
23 understanding, having communicated with
24 Deputy Mayor Lloyd, that conflicts do not exist as a
25 result of a sibling working directly or indirectly

1 with the municipality.

2 MR. RYAN BREEDON: Okay. I'm going to
3 suggest to you -- and it may help when we look at the
4 subsequent correspondence to clarify this -- but I'm
5 going to suggest to you that in this email, what
6 you're referring to is the exchange between
7 Deputy Mayor Lloyd and Ms. Almas and that you had
8 therefore had a discussion with Deputy Mayor Lloyd
9 about that sometime between January the 17th and
10 January the 20th.

11 MR. PAUL BONWICK: I don't know that
12 you can draw that conclusion specific to that one
13 exchange. As I've mentioned to you in the past, this
14 had been an issue that had been raised, from my
15 understanding and personal experience, on various
16 occasions with Mr. Lloyd.

17 And so anytime that issue is raised,
18 you would either seek advice from the clerk or, as
19 we've heard, you would seek outside independent legal
20 advice. Mr. Longo has confirmed, of course, that he
21 is not in a position to give any individual councillor
22 advice, and so I suspect I've not characterized the
23 conversation properly when I said the "Town's
24 solicitor."

25 MR. RYAN BREEDON: Okay. You spoke --

1 scroll down to paragraph 129, please -- you spoke with
2 Mr. Bentz again on January the 25th?

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: Okay. Yes.

7 MR. RYAN BREEDON: All right. And --

8 MR. PAUL BONWICK: It says there was a
9 call scheduled. I'm not positive the call took place
10 on the 25th, but I suspect it did.

11 MR. RYAN BREEDON: Well, if we look at
12 the -- I think your email of that date actually
13 suggests that there was --

14 MR. PAUL BONWICK: After the call --
15 yes, sorry. Yeah. I'm reading the first sentence and
16 then going to the second in the email after the call.
17 Yes.

18 MR. RYAN BREEDON: And in that
19 discussion with Mr. Bentz, he also raised this
20 question of whether there was or was not a conflict?

21 MR. PAUL BONWICK: I think we've gone
22 through that with PowerStream's counsel. It appears
23 that that was brought up by Mr. Bentz.

24 MR. RYAN BREEDON: Okay. And then
25 two (2) days later, Mr. Lloyd forwards the -- I'm

1 sorry. Yeah. Two (2) days later on the 27th,
2 Mr. Lloyd forwards his email exchange with Ms. Almas
3 to you?

4 MR. PAUL BONWICK: That's what the
5 record shows, yes.

6 MR. RYAN BREEDON: All right. And did
7 you have a discussion with Mr. Lloyd asking him for a
8 copy of that exchange?

9 MR. PAUL BONWICK: No.

10 MR. RYAN BREEDON: All right. You
11 didn't go back to Mr. Lloyd after you spoke with
12 Mr. Bentz and say, hey, can I get a copy of that
13 email? 'Cause I need to give it to Mr. Bentz.

14 MR. PAUL BONWICK: No.

15 MR. RYAN BREEDON: You've forwarded --
16 nevertheless, you did forward the email that you
17 received from Mr. Lloyd to Mr. Bentz?

18 MR. PAUL BONWICK: Yes.

19 MR. RYAN BREEDON: Okay. And can we
20 just scroll down so we can see paragraph 130.

21 And you write in the third paragraph:

22 "The deputy mayor had informed that
23 it was a legal opinion."

24 You see that?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: All right. And so
2 again, it appears from this exchange that when you
3 first told PowerStream that the deputy mayor had
4 obtained a legal opinion, you were referring to this
5 discussion with Ms. Almas.

6 MR. PAUL BONWICK: Once I have this in
7 my hand -- and again, I think I'm mischaracterizing
8 legal opinion versus clerk's opinion -- it's evident
9 that there was no internal legal opinion provided to
10 Mr. Lloyd.

11 So at that point, when I -- if I've
12 forwarded on that email -- and again, I'm -- the
13 dates and the relevance of it in my mind wasn't
14 significant. I just thought that it characterized the
15 fact that there is no conflict for an individual,
16 based on what Mr. Lloyd had, again, forwarded me.

17 So I apologize for being vague on it,
18 but I don't recall specific conversations following up
19 to -- or following up after -- after the fact.

20 MR. RYAN BREEDON: But isn't the only
21 way to read this that you had had a discussion with
22 Mr. Lloyd? You maybe understood that he had had a
23 legal opinion when in fact he had just had this
24 discussion with the clerk. That's what you then
25 communicated to PowerStream.

1 And when PowerStream asked for a copy
2 of the legal opinion, you got this email from
3 Mr. Lloyd, and then you -- you had to send the
4 clarification.

5 MR. PAUL BONWICK: You'll have to show
6 me where they asked for a copy of the legal opinion.
7 I don't know that they did that.

8 MR. RYAN BREEDON: Well, did it not
9 come up in your discussion with Mr. Bentz?

10 MR. PAUL BONWICK: I don't recall
11 Mr. Bentz ever asking for a legal opinion. I
12 recall -- as I've said before, I don't know that we
13 got into the kind of detail where, I need you --
14 Mr. Bonwick -- to engage the city clerk --
15 Ms. Almas -- specific to your engagement with
16 PowerStream.

17 I don't know that that kind of
18 conversation took place versus we want clarification
19 that you're not putting your sister in a conflict
20 because obviously I wouldn't be in one. I think that
21 was more a generalized assessment of the conversation.

22 MR. RYAN BREEDON: Well, if Mr. Bentz
23 didn't ask you for a copy of the opinion that you had
24 referred to in your earlier email to him, then why did
25 you send this email between Deputy Mayor Lloyd and

1 Sarah Almas to Mr. Bentz on the -- on the 29th and
2 refer to the fact that you had previously understood
3 it to be a legal opinion?

4 MR. PAUL BONWICK: So again, I think
5 I've mischaracterized it as a legal opinion. And that
6 could have been either through me describing it
7 inaccurately or Mr. Lloyd describing -- or me just
8 describing inaccurately when I think it would be
9 viewed -- and I think a reasonable person would say if
10 you got this email -- unsolicited email -- that it
11 only reinforces the conversation that I've had with
12 Mr. Bentz in terms of, as an individual, you do not --
13 as a sibling of an elected official, you do not put a
14 person in conflict.

15 And so I'm struggling with the dates
16 and the times on this and, quite frankly, the
17 relevance. But you can go to that point.

18 MR. RYAN BREEDON: Well, your email
19 doesn't say, oh, by the way, Mr. Bentz, here is a
20 completely unrelated email but that happens to support
21 what I told you previously, does it?

22 MR. PAUL BONWICK: No. Again, I
23 didn't go into any kind of detail other than what I've
24 stated here. Hindsight being 20/20, perhaps it could
25 have been better to -- to describe it in some way.

1 My point being, Mr. Breedon, is this
2 scenario was not acceptable. Full stop. It was not
3 acceptable in PowerStream's mind. It did not provide
4 them the clarity they were looking for. They then
5 advised me that this was not the direction that
6 Mr. Bentz wanted to go or expected.

7 And so subsequently, we put this behind
8 and moved on to what it exactly is, clearly spell out
9 what is it you are expecting? They identified that.
10 And that was specific to meeting with Ms. Almas,
11 declaring my interests, and providing disclosure at
12 that time, and confirming that disclosure.

13 And so I'm struggling with this and
14 putting dates around it because it was sort of very
15 quickly deemed at that time to be irrelevant.
16 PowerStream full -- was not interested in the
17 deputy mayor's opinion of a conflict or the potential
18 to put in a conflict.

19 They weren't interested in me
20 communicating with the deputy mayor or, for that
21 matter, any other member of Council to secure an
22 opinion of whether or not there was a conflict. They
23 wanted something far more specific.

24 The wanted disclosure from Paul Bonwick
25 and Compenso specific to the clerk as it were -- as it

1 related to the relationship between Compenso and
2 PowerStream, and that's exactly what transpired.

3 MR. RYAN BREEDON: Well, let's move
4 on. TOC49530, please.

5

6 (BRIEF PAUSE)

7

8 MR. RYAN BREEDON: This is -- scroll
9 down. And up a little bit, sorry. Keep going. All
10 right, stop. All right. So, this is the email you
11 were asked about yesterday in which you state to Mr.
12 Houghton that you were recommending that Mr. Budd and
13 yourself use Mr. Houghton's Gmail address. And you've
14 been through this in some detail, yes?

15 MR. PAUL BONWICK: (NO AUDIBLE
16 RESPONSE).

17 MR. RYAN BREEDON: And, as I
18 understand your explanation from yesterday, you -- you
19 sent this email because you were trying to recruit Mr.
20 Houghton?

21 MR. PAUL BONWICK: Right. So, I -- I
22 think I stated I'm not sure I recall sending this on
23 June the 9th at 6:14 p.m.

24 MR. RYAN BREEDON: Okay, stop -- stop
25 there for a second.

1 MR. PAUL BONWICK: Sorry.

2 MR. RYAN BREEDON: You don't take
3 issue with the fact that --

4 MR. PAUL BONWICK: No.

5 MR. RYAN BREEDON: -- you sent it?

6 MR. PAUL BONWICK: No.

7 MR. RYAN BREEDON: Okay.

8 MR. PAUL BONWICK: Sorry. So, I'm
9 trying to recall the details. But I can tell you
10 that, in answer to your question, yes, I was
11 suggesting I was aware of the fact that Mr. Houghton
12 was either very close or at the stage where he
13 qualified for his full OMERS pension. Helps the
14 Inquiry understand what that means.

15 MR. RYAN BREEDON: No. We'll be --

16 MR. PAUL BONWICK: Okay.

17 MR. RYAN BREEDON: We'll be here for
18 three (3) weeks if we go down every rabbit hole.

19 So, the -- the point though is that
20 your email -- you -- you suggested that you wanted to
21 send -- use Mr. Houghton's Gmail account, his personal
22 email account, as opposed to his Collus account
23 because you were hoping to get him to become involved
24 in the solar vent project?

25 MR. PAUL BONWICK: Yes. Mr. Houghton

1 had been clear in terms of, in his capacity as
2 President and CEO of Collus, he was not in a position
3 to get involved.

4 I continued to solicit or encourage him
5 to take a more active role and step out of his role of
6 Collus. And so, in my mind, looking back at these
7 emails now, it would only seem reasonable that you
8 would want to communicate to him through a personal
9 email account versus his corporate email account.

10 MR. RYAN BREEDON: The -- the reason
11 that Mr. Houghton could not become involved in ISSI or
12 the solar vent project in a personal capacity while he
13 was President and -- President of Collus was because
14 Collus was doing business with ISSI?

15 MR. PAUL BONWICK: I can't speak --
16 I've never seen Mr. Houghton's employment contract or
17 the rules under which he's employed, so all I can go
18 by is Mr. Houghton saying that, in his capacity as
19 President and CEO of Collus, he cannot get involved in
20 a much grander solar solution.

21 MR. RYAN BREEDON: All right. And --
22 and so, your decision to continue sending him the
23 information about ISSI to his personal account was to
24 keep it separate from his role at Collus?

25 MR. PAUL BONWICK: I don't -- I would

1 say, yes. And the purpose behind sending the emails,
2 generally speaking, was to show him -- or to try to
3 demonstrate to him that this was a very viable -- or
4 had the potential to be a very viable business venture
5 that had significant opportunity in years to come.

6 MR. RYAN BREEDON: And one (1) of the
7 effects of using his Gmail address was that Collus
8 wouldn't be able to access those emails?

9 MR. PAUL BONWICK: I think I've
10 clarified it was my understanding not so much that
11 Collus couldn't access those emails. It was my
12 understanding then and continues to be now that those
13 emails are not treated in the same fashion as a
14 municipal email, and so that they are not accessible
15 unless, of course, you have something like this going
16 --

17 MR. RYAN BREEDON: Well, you mentioned
18 yesterday that they wouldn't be subject to a freedom
19 of information request or -- or that sort of thing.
20 But -- but setting that aside, the Collus emails would
21 be accessible to Collus?

22 MR. PAUL BONWICK: I -- I don't know
23 what their communication policies are, or protocols,
24 relating to that, so I can't comment.

25 MR. RYAN BREEDON: Certainly, if Mr.

1 Houghton was using his Gmail account, your
2 understanding was that Collus would have no technical
3 way of accessing those emails?

4 MR. PAUL BONWICK: I didn't give it so
5 much thought about them accessing his emails but
6 rather, if I was trying to recruit him or suggest that
7 this was an appropriate chine -- time to make a change
8 in his life, that it would be more appropriate to do
9 it through a Gmail account or a private email account
10 versus a corporate email account.

11 MR. RYAN BREEDON: Right, because it's
12 a --

13 MR. PAUL BONWICK: I think --

14 MR. RYAN BREEDON: Because it's a
15 private account that nobody else can access?

16 MR. PAUL BONWICK: Those are your
17 words. I'm suggesting it's not so much about people
18 accessing it, it's about the appropriateness of the
19 communication.

20 I don't think in my mind back then it
21 was so much about people accessing his information.
22 If I look here and I'm saying I don't even know if
23 this person is employed there anymore, but their --
24 one (1) of their IT people, and I don't know his last
25 name, but I'm suggesting that Mark tie it into his

1 BlackBerry, and so I don't think it was being --
2 trying to hide anything, it's about making sure you
3 have access to your personal accounts.

4 And so, again, I'm suggesting that he
5 actually get the company to show him how to do a
6 forward situation for his Gmail to his BlackBerry.
7 And I think if you go up one (1) -- if you could,
8 please, go up.

9

10 (BRIEF PAUSE)

11

12 MR. PAUL BONWICK:

13 "I agree. Can you try it? I think
14 I already did that."

15 So, I think he'd already done it before
16 I ever asked or suggested that that was what he do.

17 MR. RYAN BREEDON: Now, you'll agree
18 with me, I think, that there are no emails from you to
19 Mr. Houghton suggesting that he should retire?

20 MR. PAUL BONWICK: No. But, again, I
21 had that conversation with him on several occasions.
22 And then -- and I think it -- it's not a rabbit hole.
23 I think it does provide some value to the Inquiry to
24 understand that, if somebody -- this happens all the
25 time in the public sector as well as the private

1 sector.

2 If somebody has reached their full
3 pension, for discussion purposes, you get 70 percent,
4 it -- you get 70 percent of your money, you're no
5 longer contributing to OMERS. You end up actually
6 making very close to the same amount of money as you
7 did when you're fulfilling your role or staying in
8 that position.

9 And so, my point to him was constantly,
10 based on my confidence in his abilities, his history,
11 that this would make a good -- this is a good idea for
12 him to make that transition at that time.

13 MR. RYAN BREEDON: My question to you
14 was that there is -- you'll agree that there are no
15 emails from you to Mr. Houghton suggesting that he
16 should retire?

17 MR. PAUL BONWICK: There are no emails
18 from me, you're correct. And I'm not sure that that
19 would be the -- you would have that discuss -- or you
20 would have that level of engagement via emails.

21 If you're trying to encourage somebody
22 to transition from one (1) company to another, I would
23 submit that you would -- any reasonable person would
24 assume you're going to have that discussion in purpose
25 -- or in -- directly.

1 MR. RYAN BREEDON: There are no emails
2 from you to Mr. Houghton suggesting that he should
3 become involved in ISSI?

4 MR. PAUL BONWICK: There are -- I
5 haven't seen any, no.

6 MR. RYAN BREEDON: And there are no
7 emails from you to Mr. Houghton suggesting that Mr.
8 Houghton will become involved in ISSI at some point in
9 the future?

10 MR. PAUL BONWICK: Cor -- correct.

11 MR. RYAN BREEDON: Or that he should
12 consider becoming involved in ISSI at some point in
13 the future?

14 MR. PAUL BONWICK: You're -- in my
15 opinion, what you're doing is you're trying to take
16 slices versus look at the broader environment at that
17 point in time.

18 If one understands that there has been
19 conversations that have taken place, as much as those
20 conversations are taking place, then it would make
21 sense that these -- that I would continue to share
22 emails in order to encourage him and understand what
23 the potential is.

24 And so I'll answer your question in
25 terms of no, there's no emails, suggesting existing or

1 future, but when you roll it into that broader
2 context, then to my mind it makes totally reasonable
3 sense that I was doing what I was doing.

4 MR. RYAN BREEDON: There are no emails
5 from Mr. Budd to Mr. Houghton suggesting that he
6 should become involved in ISSI in the future.

7 MR. PAUL BONWICK: I don't recall
8 anything from Mr. Budd. I do recall Mr. Budd in one
9 email that I hadn't seen in a number of years
10 suggesting that Mr. Houghton and I were or would
11 become partners.

12 MR. RYAN BREEDON: There's no email
13 from Mr. Budd saying Mr. Houghton you're not involved
14 in ISSI, but you should -- you should become involved
15 in the future?

16 MR. PAUL BONWICK: I think we'd have
17 to go through the string of emails because I believe -
18 - and I could have read it incorrectly -- but I think
19 Mr. Budd was proposing that Mr. Houghton get involved
20 in some ISSI Inc. or -- sorry, ISSI marketing or get
21 involved in that regard, if I understood Mr. Budd's
22 emails correctly.

23 And I can't speak on behalf of Mr.
24 Budd.

25 MR. RYAN BREEDON: All right. Well,

1 we'll look at that email in a minute.

2 Can we look at CJI7644, please?

3 All right. You looked at this one
4 yesterday. This was a statement from ISSI to
5 yourself. It is dated September 12th, 2011.

6 Do you see that?

7 MR. PAUL BONWICK: Yes.

8 MR. RYAN BREEDON: And could you
9 scroll down so we can see the statement, please?

10 Thank you.

11 What is shows is the division of
12 profits from the sale of sort of the first batch of
13 solar vents to PowerStream and Collus?

14 MR. PAUL BONWICK: Yes.

15 MR. RYAN BREEDON: Right. And the
16 share that was to be paid to Compenso, according to
17 this statement, was \$30,975 plus HST?

18 MR. PAUL BONWICK: \$35,001.75,
19 correct, total.

20 MR. RYAN BREEDON: That's the total?
21 Thank you.

22 And over in the bottom left corner, it
23 says 35 percent Nature's Power, do you see that?

24 MR. PAUL BONWICK: Yes.

25 MR. RYAN BREEDON: And Nature's Power

1 was Mr. Bushey's corporation?

2 MR. PAUL BONWICK: I believe so.

3 MR. RYAN BREEDON: Yes. And then 35
4 percent to Compenso and 30 percent to Budd Energy, do
5 you see that?

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: And Budd Energy is
8 Mr. Budd's company?

9 MR. PAUL BONWICK: Correct.

10 MR. RYAN BREEDON: And you testified,
11 I think it was yesterday, that by this date this was
12 the arrangement that had been agreed for a profit
13 sharing for ISSI?

14 MR. PAUL BONWICK: Yes, there was an
15 understanding that this is what would unfold, correct.

16 MR. RYAN BREEDON: Okay. So earlier
17 today you told me that you were not involved in ISSI.
18 That's not quite correct because in fact you were
19 receiving a share of the profit.

20 MR. PAUL BONWICK: And so unless I
21 misunderstood you, I took it from your statement that
22 you felt that I was a partner in ISSI. I may have
23 misunderstood you because I am not involved in ISSI,
24 but rather received a percentage of profit as a result
25 of my activities.

1 MR. RYAN BREEDON: Now, can you look
2 at -- can we look at TOC60090? And scroll down to the
3 bottom, please.

4 So this is an email from somebody named
5 Alec to you. Do you see that?

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: And Alec, I take
8 it, is somebody at ISSI?

9 MR. PAUL BONWICK: Yes.

10 MR. RYAN BREEDON: And they are
11 attaching a -- a PDF which purports to show a
12 breakdown of the gross profit for disbursement.

13 You see that in the first line?

14 MR. PAUL BONWICK: Yes.

15 MR. RYAN BREEDON: Right, and I'll
16 show you the attachment in a moment. So -- so don't
17 worry.

18 And then they -- Alec goes on to say
19 that:

20 "As a result of signing
21 requirements, the cheque will not be
22 ready Thursday, but Friday instead."

23 And then they go on to say that it will
24 be couriered to your office. Do you see that?

25 MR. PAUL BONWICK: Yes.

1 MR. RYAN BREEDON: All right. And
2 this is sent on Tuesday, September 27th.

3 MR. PAUL BONWICK: Okay.

4 MR. RYAN BREEDON: You see that in the
5 email. So Friday is the 30th?

6 MR. PAUL BONWICK: Correct.

7 MR. RYAN BREEDON: And then if we
8 scroll up to the next email in the chain, please, you
9 forward the email to Mr. Houghton at his gmail account
10 and to Mr. Budd and ask them to review it?

11 MR. PAUL BONWICK: Yes.

12 MR. RYAN BREEDON: Okay. And then --
13 that's fine. And then the attachment is TOC60091.
14 All right.

15 And this, you'll see is a -- another
16 version of the same statement. I should tell you,
17 it's not evident here, if you need to confirm it I'm
18 sure one of the computer people can help us, but the
19 actual file name of this document is statement of
20 disbursement for Compenso, September 26th, 2011.

21 So although it's dated on -- on it's
22 face the 12th, it seems to have actually been
23 generated a bit later. Okay?

24 MR. PAUL BONWICK: Yes.

25 MR. RYAN BREEDON: And if we scroll

1 down, you'll see that what it shows -- just scroll
2 down a little bit more, please. Thank you.

3 What is shows is -- it's very similar
4 to the previous statement that we looked at, but it
5 has some additional expenses and in this -- on this
6 statement the disbursement that was being paid to
7 Compenso is only \$27,475.

8 Do you see that?

9 MR. PAUL BONWICK: Yes.

10 MR. RYAN BREEDON: Okay, so a slight
11 reduction from the one that we looked at a moment ago.

12 And it would appear that what's
13 happening is in this period there are some discussions
14 going on about what is the amount to be paid to
15 Compenso, correct?

16 MR. PAUL BONWICK: As I follow this
17 train of emails there appears to be an addition as it
18 relates to a contribution by either -- by ISSI for
19 \$10,000 to the golf tournament.

20 MR. RYAN BREEDON: Right. And so
21 there's a question about whether that should come off
22 the top to be reflected then in the -- in the --
23 essentially the dividends that are being paid out.

24 MR. PAUL BONWICK: Profit sharing. A
25 dividend would -- would suggest that you're a

1 shareholder.

2 MR. RYAN BREEDON: All right, profit
3 sharing.

4 MR. PAUL BONWICK: Right.

5 MR. RYAN BREEDON: And -- and then for
6 some reason also they've removed the HST from the
7 payment to Compenso on this statement.

8 MR. PAUL BONWICK: Which would be in
9 error. Compenso is a registered corporation, both
10 provincially and federally and so you can't -- you
11 need to charge HST.

12 MR. RYAN BREEDON: None of us are tax
13 lawyers, so we don't need to wade into that.

14 But the point is that there was ongoing
15 discussions about what are the costs to be allocated
16 to the -- to the -- against the profits to figure out
17 how much each of the -- each of you was going to get.

18 Is that fair?

19 MR. PAUL BONWICK: It appears to be
20 the case.

21 MR. RYAN BREEDON: Okay. Now, the
22 next thing that seems to happen is that the next day,
23 so this was sent on the 27th, as we've seen, the next
24 day Compenso issues an invoice to ISSI, that one is
25 CJI7645. You're familiar with this one.

1 MR. PAUL BONWICK: Scroll down,
2 please. It's a long time ago.

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: All right. And so
8 it appears that what has happened is there has been an
9 agreement as to the amount that Compenso was going to
10 be paid?

11 MR. PAUL BONWICK: I don't recall
12 having any back-and-forth on discussions, or
13 negotiations, or anything in that regard. There was
14 an initial email that outlined what the distribution
15 or the commission would be. It appears as if my
16 office has subsequently put that amount on an invoice,
17 added the HST, and said, Here's your invoice.

18 MR. RYAN BREEDON: Right. But -- but
19 there was in the intervening period, we've seen
20 another proposed invoice -- and -- and -- which
21 suggests that there were some discussion going on what
22 the amount of profit sharing paid to Compenso would
23 be?

24 MR. PAUL BONWICK: And again, I can
25 tell you that I do not recall having any discussion

1 about the negotiating or accepting some change in
2 information. From what I can see, there was a record
3 sent that proposed this -- there was this many sales,
4 there was these costs associated with those sales.
5 Here's the profit, and here's the distribution. And
6 it appears as if the invoice matches up to that
7 original invoice -- or that original calculation.

8 MR. RYAN BREEDON: All right. When
9 you got the email that we looked at a moment ago from
10 Alec with the different calculation, you sent it on to
11 Mr. Houghton and Mr. Budd, we've seen. It -- did you
12 respond?

13 MR. PAUL BONWICK: I don't see any
14 email communications that is responding to it other
15 than forwarding it on.

16 Sorry, I don't -- I don't recall seeing
17 any other email communications related to it.

18 MR. RYAN BREEDON: All right.
19 Ultimately, what happens is ISSI cuts a cheque to
20 Compenso for the amount shown on this invoice, thirty-
21 five thousand one dollar and seventy-five cents
22 (\$35,001.75).

23 MR. PAUL BONWICK: Which makes sense.

24 MR. RYAN BREEDON: Yes. And so they
25 either ignored the other statement that we looked at a

1 moment ago, or there was some discussion and you just
2 don't recall?

3 MR. PAUL BONWICK: I don't recall
4 having discussion about any amount other than the
5 initial one and the amount of the invoice.

6 MR. RYAN BREEDON: And -- and the
7 cheque that you received from ISSI came on September
8 the 30th?

9 MR. PAUL BONWICK: No idea.

10 MR. RYAN BREEDON: Okay. It was
11 deposited on October the 3rd, which is the following
12 Monday.

13 MR. PAUL BONWICK: So that would make
14 sense, then.

15 MR. RYAN BREEDON: So it would make
16 sense that when, you know, they had told you, We could
17 courier it out on Friday because that's when the
18 signing officers would be available, that seems to be
19 what happened?

20 MR. PAUL BONWICK: It would have
21 either come in Friday or possibly Monday.

22 MR. RYAN BREEDON: And you don't
23 recall, I take it?

24 MR. PAUL BONWICK: No, I -- I don't
25 think I would have been doing the deposits.

1 MR. RYAN BREEDON: Okay. Now let's
2 talk about Mr. Budd for a moment. Do -- do I
3 understand correctly that it was Mr. Houghton who
4 introduced you to Peter Budd?

5 MR. PAUL BONWICK: Yes.

6 MR. RYAN BREEDON: Okay. And he
7 introduced you with the idea that you might become
8 involved in -- in business with Mr. Budd?

9 MR. PAUL BONWICK: Yes. As I think I
10 stated yesterday, it started out with me being shown
11 the solar vent. Ed -- Mr. Houghton seeking feedback
12 in terms of what I thought; he gave his description of
13 what he thought it could do, or what Mr. Budd or Mr.
14 Bushey felt that it could do.

15 As for my feedback, after he provided
16 that description, and subsequent to that, I started to
17 get very interested in it, and then sometime
18 thereafter, he provided an introduction to Mr. Budd.

19 MR. RYAN BREEDON: Sure. And at some
20 point along the way, you must have researched Mr.
21 Budd's background?

22 MR. PAUL BONWICK: No.

23 MR. RYAN BREEDON: All right. You
24 didn't look into who Mr. Budd was before you got into
25 business with him?

1 MR. PAUL BONWICK: Well, I don't know
2 that I'm -- got into business. Again, I'm -- it's a
3 commission structure. Mr. Houghton spoke very highly
4 of Mr. Budd. I didn't take the time to -- based on
5 Mr. Houghton's description and knowledge, or personal
6 experience -- business experiences with him going back
7 many, many years, I didn't do a background check on
8 him, no.

9 MR. RYAN BREEDON: All right. You --
10 you knew that Mr. Budd had, at one (1) time, been a
11 very prominent lawyer in the energy sector?

12 MR. PAUL BONWICK: Certainly the way
13 Ed described it, yes.

14 MR. RYAN BREEDON: Okay. And you knew
15 that Mr. Budd had also been involved in a variety of
16 different businesses?

17 MR. PAUL BONWICK: No, I don't think I
18 knew that, no.

19 MR. RYAN BREEDON: You knew that he
20 was well-connected in the energy sector?

21 MR. PAUL BONWICK: I don't know that I
22 knew him that well. I think Mr. Houghton described
23 him as a top lawyer in the energy sector that had
24 worked with Collus in years gone by, and Ed held him
25 in, from what I recall, in pretty high regard.

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: And you certainly
4 met Mr. Budd?

5 MR. PAUL BONWICK: Yes.

6 MR. RYAN BREEDON: And you found him
7 to be intelligent?

8 MR. PAUL BONWICK: Yes.

9 MR. RYAN BREEDON: And you found him
10 to be knowledgeable?

11 MR. PAUL BONWICK: About?

12 MR. RYAN BREEDON: Well, you found him
13 to be knowledgeable about business?

14 MR. PAUL BONWICK: I found him to be
15 intelligent. I'm not sure that I felt that he had a
16 good understanding of the potential for the product
17 that he was involved with, and I don't think he -- my
18 take in the early days was there wasn't necessarily a
19 full appreciation of the kind of capital that was
20 going to be required, or the business organization
21 that was going to be needed to put in play in order to
22 maximize the potential of this product.

23 So to suggest -- for me to say that I
24 felt he was knowledgeable from a business perspective,
25 I think that there was room for him to learn more

1 about how he could be successful with this product.

2 MR. RYAN BREEDON: All right. Because
3 you saw this product as being an potentially a very
4 big deal, right?

5 MR. PAUL BONWICK: I believed that
6 they needed to not so much put all their eggs in one
7 (1) basket as it related to the LDCs, because in my
8 opinion, the LDC world was significant, but very
9 limited.

10 It was my opinion, based on what I
11 understood the value this product could bring to a
12 homeowner, that it should be -- a much larger focus
13 should be put on introducing the product to big box
14 stores, introducing the product to large roofing
15 companies, introduce the product down into the US.
16 And so that's sort of the train that I was trying to
17 get those guys on.

18 MR. RYAN BREEDON: Right. You thought
19 that -- that -- I don't want to put words into your
20 mouth, but --

21 MR. PAUL BONWICK: No.

22 MR. RYAN BREEDON: -- you thought that
23 Mr. Budd and Mr. Houghton had perhaps too narrow a
24 focus, and didn't appreciate kind of the full scope of
25 possibilities that the product offered?

1 MR. PAUL BONWICK: I think that would
2 be a -- a fair statement. I understood Mr. Houghton's
3 desire to do the pilot project, and possibly do it
4 with two (2) or three (3) partners.

5 My assertion was, Well, that's well and
6 good, and it can provide you the necessary information
7 potentially -- or data to get your approval through
8 OPA or OEB. To me, that represented a relatively
9 small part of what this product could arguably
10 achieve.

11 MR. RYAN BREEDON: Right. And you
12 thought that there was the opportunity for a
13 significant profit for all of you if this is product
14 was brought to market and achieved its full potential?

15 MR. PAUL BONWICK: I believed this
16 could -- this product had the potential to provide a
17 very significant business opportunity.

18 MR. RYAN BREEDON: For all of you?

19 MR. PAUL BONWICK: Absolutely.

20 MR. RYAN BREEDON: Okay. Now can we
21 look TOC59599, please.

22

23 (BRIEF PAUSE)

24

25 MR. RYAN BREEDON: This is an email

1 from Mr. Budd to Mr. Houghton and yourself. And the
2 subject line is, "Simplicity."

3 You've seen this one before?

4 MR. PAUL BONWICK: I have, and you'll
5 -- apologize, I keep doing this, I put the wrong
6 glasses on this morning, so I'm --

7 MR. RYAN BREEDON: That's okay.

8 MR. PAUL BONWICK: -- throughout --

9 MR. RYAN BREEDON: That's all right.
10 It's sent on September the 21st, 2011.
11 You see that?

12 MR. PAUL BONWICK: Yes.

13 MR. RYAN BREEDON: And that is in the
14 time when there are these -- there seems to be some
15 discussion about profit sharing based on the -- the
16 different statements that we just looked at a moment
17 ago.

18 It's in that same time period?

19 MR. PAUL BONWICK: There are emails
20 that demonstrate profit-sharing, yes.

21 MR. RYAN BREEDON: Yes. And emails in
22 which it -- emails which seem to suggest that there
23 was some question about how best to calculate the
24 profit-sharing.

25 MR. PAUL BONWICK: There seem to be a

1 number of emails going back and forth related to that.

2 MR. RYAN BREEDON: Now, can we scroll
3 down so we can see the -- the body of the email?

4 Thank you.

5 You'll see that Mr. Budd starts out by
6 telling Mr. Houghton and yourself that he was working
7 on a marketing agreement that day. And then in the
8 second paragraph he says:

9 "Rather than sit around discussing
10 fees, insurance, rent, utilities,
11 admin, allocations, et cetera, what
12 would you both say about being paid
13 a flat fee per unit reflecting your
14 35 percent?"

15 See that?

16 MR. PAUL BONWICK: Yes.

17 MR. RYAN BREEDON: All right. And --
18 and then he gives, in the next paragraph, an example
19 of how he is proposing to calculate that. See that?

20 MR. PAUL BONWICK: Yes.

21 MR. RYAN BREEDON: Okay. And then he
22 -- he says:

23 "Please give this simple concept
24 some advanced thought. The
25 bookkeeper, accountant, and Tom

1 raised this with me."

2 Stop there. Tom is Mr. Bushey?

3 MR. PAUL BONWICK: I have to assume

4 so.

5 MR. RYAN BREEDON: That -- that's how

6 you --

7 MR. PAUL BONWICK: That's the only Tom

8 -- that's the only Tom that was involved in the

9 process, so I think that would be a fair statement.

10 MR. RYAN BREEDON: That was how you

11 understood it at the time certainly?

12 MR. PAUL BONWICK: That's how I --

13 yes, it -- it has to be that.

14 MR. RYAN BREEDON: All right. So

15 carrying on:

16 "They had raised it as a means to,
17 number one (1) see you both paid a
18 set flat fee for each unit sold
19 under the marketing agreements for
20 each jurisdiction entered."

21 See that?

22 MR. PAUL BONWICK: Yes. Sorry. Can

23 we look...

24

25 (BRIEF PAUSE)

1 MR. PAUL BONWICK: Okay, yes. I read
2 the whole paragraph.

3 MR. RYAN BREEDON: Okay. So what he's
4 doing is he's setting out the reasons why he is
5 proposing this flat fee concept and it was number 1,
6 that -- that you and Mr. Houghton would be paid a set
7 flat fee for each unit sold; number 2, it would keep
8 the admin simple, he says; and then number 3, he and
9 Mr. Bushey would absorb any operating costs.

10 Do you see that?

11 MR. PAUL BONWICK: That's what he's
12 proposed in this email.

13 MR. RYAN BREEDON: Okay. And so it
14 appears from this that Mr. Budd is assuming that you
15 and Mr. Houghton are somehow splitting the 35 percent.

16

17 (BRIEF PAUSE)

18

19 MR. PAUL BONWICK:

20 "So if we sell the units at 175, the
21 profit, you are paid a set of..."

22 I don't want to play on words because I
23 don't understand. You'll have to question Mr. Budd on
24 this.

25 He says:

1 "So if we sell -- you are paid a set
2 35 percent of the \$120, or \$50 per
3 unit."

4 I'm confused about that line, but --
5 So he's saying I get 35 percent? Is
6 that how you take that?

7 MR. RYAN BREEDON: Well, how I take it
8 doesn't matter. But what he is saying is that there
9 is going to be a payment of 35 percent and he is
10 proposing that that be done by way of a flat fee,
11 correct?

12 MR. PAUL BONWICK: That's what he's
13 proposing here.

14 MR. RYAN BREEDON: All right. And he
15 is asking whether you and Mr. Houghton agree to that.

16

17 (BRIEF PAUSE)

18

19 THE HONOURABLE FRANK MARROCCO: Well,
20 that's the contest. The document will reappear in a
21 minute.

22

23 (BRIEF PAUSE)

24

25 MR. RYAN BREEDON: Such was the vigour

1 of my question, I broke the computer.

2

3

(BRIEF PAUSE)

4

5 MR. RYAN BREEDON: Were you planning
6 on taking another break, Your Honour, at --

7

8 THE HONOURABLE FRANK MARROCCO: Well,
9 I was trying to sort of go every hour, give the --
10 everybody five (5) or ten (10) minutes, but we're back
11 in business, so --

11

MR. RYAN BREEDON: Okay, good.

12

13 THE HONOURABLE FRANK MARROCCO: --
14 let's carry on a little longer.

14

MR. RYAN BREEDON: All right.

15

16 CONTINUED BY MR. RYAN BREEDON:

17

18 MR. RYAN BREEDON: So what Mr. Budd is
19 -- we -- we looked at a moment ago, he is proposing
20 that the 35 percent be paid by way of a flat fee, and
21 he is asking whether you and Mr. Houghton agree to
22 that. That's the second paragraph.

22

MR. PAUL BONWICK: Yes.

23

24 MR. RYAN BREEDON: Right. And he's
25 asking what would you both say about this, and the
"both" is you and Mr. Houghton. You're the only

1 recipients of the email. Yes?

2 MR. PAUL BONWICK: Yes.

3 MR. RYAN BREEDON: Right. And then
4 when he sets out his reasons, the first reason is that
5 it would see you both, again you and Mr. Houghton,
6 paid a set flat fee for each unit sold.

7 You see that?

8 MR. PAUL BONWICK: Yes.

9 MR. RYAN BREEDON: And so what Mr.
10 Budd is assuming is that you and Mr. Houghton are
11 sharing the 35 percent.

12 MR. PAUL BONWICK: I have to assume,
13 based on his email, he feels Mr. Houghton and I are
14 partners in some way and that we're into a profit-
15 sharing mode.

16 MR. RYAN BREEDON: Right. And that's
17 the only way of interpreting this email.

18 MR. PAUL BONWICK: Again, it's
19 certainly how I interpret it. I think in fairness,
20 you'll have an opportunity to question Mr. Budd on it
21 and get his direct --

22 MR. RYAN BREEDON: All right. Now --

23 MR. PAUL BONWICK: -- messaging, but I
24 don't know how -- that's how I would read it.

25 MR. RYAN BREEDON: -- you didn't

1 respond to this email.

2 MR. PAUL BONWICK: I don't see any
3 record of me responding to it. I don't know if at
4 that time I would have picked up the phone and called
5 Mr. Budd or not.

6 MR. RYAN BREEDON: You don't remember
7 having that discussion, I take it?

8 MR. PAUL BONWICK: I don't recall
9 having --

10 MR. RYAN BREEDON: Right.

11 MR. PAUL BONWICK: -- a discussion,
12 no.

13 MR. RYAN BREEDON: And -- and
14 certainly there is no record of any written response
15 to this email from you.

16 MR. PAUL BONWICK: I would -- if he's
17 soliciting my opinion -- this is standard operating
18 practice on my part. Rather than bounce back and
19 forth with emails, if he soliciting my opinion, I can
20 only believe that I would have picked up the phone and
21 called him and said here's what I think.

22 MR. RYAN BREEDON: Okay. There's no
23 email from you to Mr. Budd.

24 MR. PAUL BONWICK: I've confirmed that
25 already.

1 MR. RYAN BREEDON: And there's no
2 email from Mr. Houghton to Mr. Budd responding to this
3 email?

4 MR. PAUL BONWICK: That, I don't know.
5 I don't believe so, but I -- I haven't seen anything.

6 MR. RYAN BREEDON: That's all -- you
7 haven't seen anything.

8 MR. PAUL BONWICK: I don't know of
9 one.

10 MR. RYAN BREEDON: Okay. Mr. Houghton
11 does seem to have sent this on to his wife. You see
12 that, just at the top of the screen?

13 MR. PAUL BONWICK: I do.

14 MR. RYAN BREEDON: Okay. All right.
15 Now, that's in September of 2011. And then we know
16 from a moment ago that Compensio received a payment for
17 the 35 percent a week and a half later.

18 MR. PAUL BONWICK: Correct.

19 MR. RYAN BREEDON: Okay. Can we next
20 look at TOC65379, please?

21

22 (BRIEF PAUSE)

23

24 MR. RYAN BREEDON: Scroll down to Mr.
25 Budd's email.

1 So I think this is the email that you
2 referred to a few moments ago, the one in which the --
3 there's a discussion of this marketing corporation.

4 MR. PAUL BONWICK: Yes, that's what I
5 recall seeing.

6 MR. RYAN BREEDON: Okay. If we look
7 at the one, two, three -- the fifth paragraph down,
8 the one that says:

9 "But before you both."

10 MR. PAUL BONWICK: Yes.

11 MR. RYAN BREEDON: Okay. And --
12 sorry, can you just scroll? Oh no, that's actually
13 fine.

14 So this email again is sent by Mr. Budd
15 to yourself and Mr. Houghton.

16 MR. PAUL BONWICK: Yes.

17 MR. RYAN BREEDON: And it was sent on
18 November the 3rd of 2011?

19 MR. PAUL BONWICK: Yes.

20 MR. RYAN BREEDON: Right. And so he
21 says:

22 "But before you both"

23 And the "you both" are you and Mr.
24 Houghton?

25 MR. PAUL BONWICK: Yes.

1 "Before you joined, the deal was
2 70/30 TB/PB on everything from
3 sales, costs, marketing, et cetera."

4 You see that?

5 MR. PAUL BONWICK: Yes.

6 MR. RYAN BREEDON: And what he's
7 saying is that before you and Mr. Houghton became
8 involved in this project, the deal was that Mr. Bushey
9 and Mr. Budd would share everything on a 70/30 basis?

10 MR. PAUL BONWICK: I have to assume
11 that, based on the two (2) initials.

12 MR. RYAN BREEDON: Right. Well, it's
13 not you that he's talking about.

14 MR. PAUL BONWICK: That's what I'm
15 saying.

16 MR. RYAN BREEDON: Right. And that's
17 certainly how you understood it at the time?

18 MR. PAUL BONWICK: I would have to
19 assume so. I don't recall having put a lot of thought
20 into this, but yes, I -- it's fairly straight forward
21 in my opinion.

22 MR. RYAN BREEDON: All right. Then in
23 the next paragraph, he says:

24 "Then with Paul and Ed --"

25 You see that?

1 MR. PAUL BONWICK: Yes.

2 MR. RYAN BREEDON: And Paul and Ed are
3 you and Mr. Houghton.

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: There isn't another
6 Paul and Ed that we don't know about.

7 MR. PAUL BONWICK: I'm sure there is,
8 but I don't think it's relevant to this particular
9 email.

10 MR. RYAN BREEDON: And he says:

11 "With the inaugural LDC deal in
12 sight -- "

13 That is the deal between ISSI and
14 Collus and PowerStream?

15 MR. PAUL BONWICK: One has to assume
16 that's the case. That's the only one.

17 MR. RYAN BREEDON: He says:

18 "We established an amended sharing
19 arrangement."

20 You see that?

21 MR. PAUL BONWICK: Yes.

22 MR. RYAN BREEDON: And the "we" is you
23 and Mr. Houghton and Mr. Budd and Mr. Bushey.

24 MR. PAUL BONWICK: I'm going to say
25 "we" -- does it not make sense that the "we

1 established an amended sharing arrangement" being
2 Mr. Bushey and Mr. Budd? That's how I would take that
3 but --

4 MR. RYAN BREEDON: All right. Well,
5 he then -- he then has a -- there's a colon, and he
6 sets out what appears to be the amended sharing
7 amendment. And it's -- you see that -- it's on the
8 next line:

9 "35/35/30 for TB/EH-PB/PB."

10 You see that?

11 MR. PAUL BONWICK: Yes.

12 MR. RYAN BREEDON: Okay. And what
13 that is saying is that 35 percent goes to Mr. Bushey?

14 MR. PAUL BONWICK: Correct.

15 MR. RYAN BREEDON: 35 percent goes to
16 Mr. Houghton and yourself?

17 MR. PAUL BONWICK: He's assuming that.

18 MR. RYAN BREEDON: That's what it
19 says.

20 MR. PAUL BONWICK: Again, you're going
21 to have to question him on this. I'm saying he's
22 assuming that that's the case. That's what he's
23 purporting.

24 MR. RYAN BREEDON: That's what you
25 understand this to mean.

1 MR. PAUL BONWICK: Correct.

2 MR. RYAN BREEDON: Okay. And

3 30 percent to Mr. Budd.

4 MR. PAUL BONWICK: Again, correct.

5 MR. RYAN BREEDON: I just want to make
6 sure when I'm interpreting this correctly --

7 MR. PAUL BONWICK: I think you're
8 both -- we're both interpreting it in a very similar
9 fashion.

10 MR. RYAN BREEDON: Okay, good.

11 MR. PAUL BONWICK: My only assertion
12 is that this is based on Mr. Budd's assumptions. Yes.

13 MR. RYAN BREEDON: Yes. So he's
14 saying that this is -- this has been established, this
15 new arrangement?

16 MR. PAUL BONWICK: I think what he's
17 saying is we -- being Tom Bushey and Peter Budd --
18 have established an amended sharing agreement. Here's
19 what it is.

20 MR. RYAN BREEDON: Okay. And
21 established in the past?

22 MR. PAUL BONWICK: Established is past
23 tense.

24 MR. RYAN BREEDON: Yes. And then he
25 goes on to say:

1 "That worked well."

2 MR. PAUL BONWICK: Again, I can't read
3 anything into that because there was no agreement in
4 the past, and there was no delivery of funds in the
5 past. So I don't -- not sure how it would have worked
6 well because it's not predicated on any transaction.

7 MR. RYAN BREEDON: Okay. I'm not
8 asking you to -- for your opinion about whether
9 Mr. Budd is correct or incorrect. We'll come to that
10 in a moment. But what he's saying is that, just based
11 on the plain reading of the email, there had been a
12 new sharing arrangement that had been agreed to and
13 that that worked well. That's what it says.

14 MR. PAUL BONWICK: That's not how I
15 interpret it. Again, I'm sitting here going the issue
16 is we -- and I assume he means Tom Bushey and
17 Peter Budd -- established an amended sharing
18 agreement. This is what he's proposed the sharing
19 agreement, and then he goes, "That worked well."

20 I don't understand which context he's
21 saying that worked well because there hadn't been any
22 transactions leading up to that to measure whether it
23 worked well or didn't work well.

24 MR. RYAN BREEDON: All right. He then
25 says:

1 "Tom agreed to it, and then cash was
2 fully distributed to Compenso and
3 partially to PB/TB."

4 You see that?

5 MR. PAUL BONWICK: Right. This has --
6 yes. So I'm thinking this is earlier than
7 September -- so yes -- than when he said, "This worked
8 well." He's talking about the profit sharing that he
9 provided to Compenso.

10 MR. RYAN BREEDON: Right. So what
11 he's saying is that -- what he's saying that
12 originally there was a deal between just him and
13 Mr. Bushey for 70/30.

14 MR. PAUL BONWICK: Correct.

15 MR. RYAN BREEDON: And then at some
16 point -- and he doesn't say in this email -- when that
17 point was, but that there was an amended sharing
18 agreement under which 35 percent goes to Mr. Bushey,
19 30 percent goes to Mr. Budd, and 35 percent goes to
20 yourself and Mr. Houghton. That's what he's saying.

21 MR. PAUL BONWICK: That's what he's
22 saying.

23 MR. RYAN BREEDON: Okay. And then he
24 says, that works well -- or had worked well, and that
25 cash was distributed to Compenso. And the cash that

1 was distributed to Compenso is that \$35,000 that we
2 looked at a few moments ago.

3 MR. PAUL BONWICK: Correct. And so
4 there is a slight contraction there. He's suggesting
5 that the profit sharing come to Paul Bonwick and
6 Ed Houghton, when in fact what he did was he paid --
7 this was a relationship between Compenso and his
8 company, not specific to Paul Bonwick or Ed Houghton
9 but rather Compenso, which Compenso was paid.

10 MR. RYAN BREEDON: Okay. But what
11 he's saying is that his understanding is that there is
12 some arrangement between Paul Bonwick and Ed Houghton.

13 MR. PAUL BONWICK: I would agree.

14 MR. RYAN BREEDON: All right. And
15 that the 35 percent is going to be shared between
16 Paul Bonwick and Ed Houghton?

17 MR. PAUL BONWICK: That's what he's
18 proposing. Correct.

19 MR. RYAN BREEDON: And that that
20 35 percent was just paid to Compenso.

21 MR. PAUL BONWICK: Correct.

22 MR. RYAN BREEDON: Okay. And
23 presumably at your direction, and then you and
24 Mr. Houghton would deal with it however you decided to
25 deal with it.

1 MR. PAUL BONWICK: Fair statement.

2 MR. RYAN BREEDON: All right.

3 That's -- that's what Mr. Budd seems to have
4 understood was the arrangement between the parties as
5 of November 2011.

6 MR. PAUL BONWICK: I can't speak for
7 Mr. Budd. But I follow the train, and I'm agreeing
8 with how the email reads in terms of your
9 interpretation.

10 MR. RYAN BREEDON: And this one -- and
11 then he goes on to talk about a future variation of
12 the arrangement that might happen in the future, and
13 the balance of the email talks about that. Right?

14 MR. PAUL BONWICK: Right.

15 MR. RYAN BREEDON: Okay.

16 MR. PAUL BONWICK: Yes. Sorry. Yeah.

17 MR. RYAN BREEDON: Now, this email --
18 scroll up, please; keep going -- this email was
19 forwarded by Mr. Houghton to his wife? You see that?

20 MR. PAUL BONWICK: I do.

21 MR. RYAN BREEDON: And you didn't
22 respond to this email, did you?

23 MR. PAUL BONWICK: The one that he
24 forwarded to his wife?

25 MR. RYAN BREEDON: Sorry, no.

1 Mr. Budd's email. You did not respond to Mr. Budd's
2 email?

3 MR. PAUL BONWICK: Again, I didn't
4 respond via email. I don't know if I phoned him.

5 MR. RYAN BREEDON: Okay. Well, we'll
6 start the email. So there's no email --

7 MR. PAUL BONWICK: No email.

8 MR. RYAN BREEDON: -- from you to
9 Mr. Budd --

10 MR. PAUL BONWICK: Correct.

11 MR. RYAN BREEDON: -- responding to
12 his email.

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: We have to -- we
15 have to not talk over each other. Yes?

16 MR. PAUL BONWICK: We've already
17 agreed on that.

18 MR. RYAN BREEDON: And you don't have
19 a recollection of phoning Mr. Budd about this email.

20 MR. PAUL BONWICK: I don't have a
21 specific recollection. That said, you wouldn't just
22 let it stand. You -- common sense would dictate that
23 one would pick up the phone and call. But I do not
24 recall the -- the conversation, no.

25 MR. RYAN BREEDON: And it seems

1 like -- we looked at the email back in September in
2 which Mr. Budd seems to have assumed that you and
3 Mr. Houghton were sharing 35 percent. He still
4 believes the same thing in November. So it -- it
5 seems like nobody called Mr. Budd and said,
6 Mr. Houghton doesn't have a part of this.

7 MR. PAUL BONWICK: I think
8 Mr. Houghton has gone on record to say he did. I
9 certainly have not in email confirmations said
10 Mr. Houghton is not a part of this.

11 MR. RYAN BREEDON: All right. Mr. --
12 all right. And similarly, you haven't seen any email
13 from Mr. Houghton to Mr. Budd responding to the
14 November 3rd email at all.

15 MR. PAUL BONWICK: Correct.

16 MR. RYAN BREEDON: This might be an
17 appropriate time to take a break.

18 THE HONOURABLE FRANK MARROCCO:
19 Ten (10) minutes.

20

21 --- Upon recessing at 11:18 a.m.

22 --- Upon resuming at 11:31 a.m.

23

24 MR. PAUL BONWICK: Excuse me, Your
25 Honour, could I just go and trade glasses?

1 THE HONOURABLE FRANK MARROCCO: Sure.

2 MR. PAUL BONWICK: Somebody was kind
3 enough to lend me some, but they're a bit stronger.

4

5 CONTINUED BY MR. RYAN BREEDON:

6 MR. RYAN BREEDON: Is that better?

7 MR. PAUL BONWICK: It's close. It's
8 better than these ones were. Thank you.

9 MR. RYAN BREEDON: Before the break,
10 we were talking about the fact that Mr. Budd seems to
11 have believed that you and Mr. Houghton were splitting
12 a 35 percent interest in ISSI.

13 And I'm going to suggest to you that
14 the reason that Mr. Budd believed that is because
15 that's what you and Mr. Houghton told him?

16 MR. PAUL BONWICK: You'll have to ask
17 Mr. Budd that. I can't agree with your assertion.
18 You'll have an opportunity to find out why he felt
19 that once you get him on the stand.

20 MR. RYAN BREEDON: Well, Mr. Budd was
21 an intelligent man who, you know, had been a lawyer,
22 et cetera. We've been through his background. You're
23 not suggesting that he was somehow confused about who
24 he was in business with?

25 MR. PAUL BONWICK: I think he was

1 fully aware that I was attempting to get Mr. Houghton
2 to come in to my company or to become a partner. I
3 never gave him any indication other than that was my
4 continued attempt.

5 And so, based on my assertions, that
6 would be reasonable, that he would continue to think
7 that.

8 MR. RYAN BREEDON: But he's not -- his
9 emails don't suggest that he thought you were trying
10 to get Mr. Houghton to come in. His emails suggest
11 that he thought you and Mr. Houghton had already
12 reached an agreement?

13 MR. PAUL BONWICK: Again, you're going
14 to have to speak to him about that.

15 MR. RYAN BREEDON: Well, but that --
16 we've been through it. That's the only way of reading
17 his emails?

18 MR. PAUL BONWICK: There's no way for
19 me to -- to comment on it other than you're going to
20 have to ask him to explain what his thinking was.

21 MR. RYAN BREEDON: And -- and I'm
22 going to suggest to you that, if you thought that Mr.
23 Budd had mischaracterized the arrangement you would
24 have responded in writing?

25 MR. PAUL BONWICK: Not necessarily.

1 MR. RYAN BREEDON: Well, you thought
2 that this business was potentially worth a significant
3 amount of money?

4 MR. PAUL BONWICK: I felt that this
5 business -- this product had the opportunity to grow
6 and create a significant business.

7 MR. RYAN BREEDON: Right. And you
8 thought it would be a lucrative venture for all of the
9 people who were involved in the profit sharing?

10 MR. PAUL BONWICK: My mind was
11 starting to shift from that point in terms of how that
12 structure would work as it related to Mr. Budd and Mr.
13 Bushey versus me and trying to bring in Mr. Houghton.

14 MR. RYAN BREEDON: Right. You've
15 already told us that you thought that this was an idea
16 that had the potential to make you all a lot of money?

17 MR. PAUL BONWICK: Very si -- I
18 believe it had the potential to become a very
19 significant business venture, yes.

20 MR. RYAN BREEDON: Right. And if Mr.
21 Houghton did not have an interest in that, you would
22 have responded to Mr. Budd's emails because you would
23 be worried that ten (10) years down the road when the
24 business is worth millions of dollars, Mr. Houghton
25 would be waving around those emails saying I'm

1 entitled to a share of the 35 percent?

2 MR. PAUL BONWICK: No, I wasn't
3 thinking about what would happen years from now in
4 terms of Mr. Houghton waving a piece of paper around.
5 My hope was years down the road Mr. Houghton would be
6 a partner.

7 And in terms of getting these
8 communications from Mr. Budd, my -- my primary focus
9 would be to get my invoice paid from Compenso. What I
10 do with the money from that point forward is not part
11 of the discussion with Mr. Budd irrespective of what
12 he believed to be the case.

13 MR. RYAN BREEDON: Did you ever have
14 any discussions with either Mr. Budd or with Mr.
15 Houghton concerning the fact that, given Mr.
16 Houghton's role at Collus, he could face very serious
17 consequences if it was learned that he had an interest
18 in ISSI?

19 MR. PAUL BONWICK: No.

20 MR. RYAN BREEDON: You understood, I
21 take it, from his reluctance -- to what you say his
22 reluctance to become involved at that was -- would be
23 a serious matter?

24 MR. PAUL BONWICK: No. Again, as I've
25 stated before, I was not familiar with Mr. Houghton's

1 employment contract. My point was I was trying to get
2 him to move out of the employment contract, permit --
3 or issue -- issue his notice for retirement and come and
4 create something that I thought could become very
5 significant.

6 MR. RYAN BREEDON: You understand now,
7 after having heard all of the evidence that -- that
8 has been here thirty-one (31) days or whatever it's
9 been, that, if in fact Mr. Houghton had an undisclosed
10 interest in ISSI, that that would be a very serious
11 matter. You -- you understand that now?

12 MR. PAUL BONWICK: I -- I -- based on
13 some of the testimony that's been brought forward,
14 some have suggested that Mr. Con -- or Mr. Houghton
15 would be in a -- would be in a very uncomfortable
16 position if he hasn't declared earnings.

17 Again, I've got to go back to the
18 point. I don't know what Mr. Houghton's contract
19 allowed, but I wasn't interested in the interface
20 between Mr. Houghton and Collus. I was interested in
21 Mr. Houghton moving outside of Collus and taking this
22 opportunity and running with it far beyond a small
23 purchase by two (2) LDCs or four (4) or five (5) LDCs.

24 MR. RYAN BREEDON: Can we look at
25 Foundation Document paragraph 677, please?

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: And scroll down to
4 the table. This is the table of payments from
5 Compenso to Shirley Houghton. Ms. McGrann took you to
6 it?

7 MR. PAUL BONWICK: She did.

8 MR. RYAN BREEDON: Okay. And I
9 understand that you had agreed to pay Ms. Houghton
10 twenty dollars (\$20) per hour?

11 MR. PAUL BONWICK: I believe that was
12 the amount.

13 MR. RYAN BREEDON: Did that change?

14 MR. PAUL BONWICK: I don't think so.
15 I -- I originally thought it was twenty-five (25), but
16 twenty dollars (\$20) an hour is what the records have
17 shown.

18 MR. RYAN BREEDON: Okay. And Ms.
19 Houghton apparently gave you invoices for her time?

20 MR. PAUL BONWICK: My understanding,
21 and I didn't deal with all of them, but when -- what
22 she would typically do is come in with a paper that
23 had the number of hours and the rate that she was
24 charging.

25 MR. RYAN BREEDON: And -- and did

1 those pieces of paper explain what it is that she had
2 been doing?

3 MR. PAUL BONWICK: I don't recall the
4 description of service, but I was certainly fully
5 aware of the services that she was providing.

6 MR. RYAN BREEDON: And I take it you
7 had to approve all of the invoices before she would be
8 paid?

9 MR. PAUL BONWICK: Correct.

10 MR. RYAN BREEDON: Now, Ms. Houghton
11 apparently, based on an affidavit that was delivered
12 today, doesn't have any copies of the invoices. Did
13 you keep copies of her invoices?

14 MR. PAUL BONWICK: We don't have -- so
15 in working with the inquiry, the bookkeeper went back
16 through and could not find invoices for Ms. Houghton -
17 - Mrs. Houghton going back to 2011, so we couldn't
18 find a file with the -- with the invoices in them.

19 MR. RYAN BREEDON: But you have your
20 financial records from 2011?

21 MR. PAUL BONWICK: Correct. We've --
22 and we've provided those.

23 MR. RYAN BREEDON: So, what happened
24 to Ms. Houghton's invoices?

25 MR. PAUL BONWICK: Well, you don't

1 typically keep the hard copies. Once an invoice is
2 paid, I would assume that the bookkeeper would put it
3 in a file and that we would do our tax filings and we
4 would show it as -- we would report it as contract
5 labour.

6 The income tax would have been filed --
7 or the federal -- the corporate taxes would have been
8 filed in 2011. And I don't think we maintain records
9 going back that far other than our financial -- the
10 information the accountant provided, which I believe
11 the accountant provided all the information that was
12 requested or that he had within his possession.

13 We provided the year end tax filings
14 for everything that we had. We also provided the bank
15 statements, showing credits and debits during this
16 entire period of time.

17 MR. RYAN BREEDON: So is the -- is
18 your answer that you just didn't keep any of the --
19 any invoices from 2011 or 2012?

20 MR. PAUL BONWICK: For contract labour
21 we would typically -- and we've done this in many
22 other areas, rather than put people on the payroll if
23 they're relatively small in nature, we would issue a
24 cheque based on the number of hours that somebody had,
25 and we would write that off into a casual labour file,

1 or --

2 MR. RYAN BREEDON: My question was
3 just is it your evidence that you don't have any
4 invoices from any of your suppliers or contract
5 labourers or any such thing from 2011 or 2012?

6 MR. PAUL BONWICK: Again, we've given
7 everything that we had in our files.

8 MR. RYAN BREEDON: What I'm trying to
9 understand, sir, is were all of your invoices from
10 that time period destroyed, like maybe in accordance
11 with your normal practice or whatever, or -- or do you
12 have your other invoices from that time period and you
13 just don't have Ms. Houghton's?

14 MR. PAUL BONWICK: No, it would not be
15 specific to Ms. Houghton.

16 MR. RYAN BREEDON: So if we look at
17 the table, you'll see that the first bank statement --
18 and I take it this is a reference to Compenso's bank
19 statements?

20 MR. PAUL BONWICK: Yes.

21 MR. RYAN BREEDON: Okay. The first
22 one shows a payment to Ms. Houghton of \$240.

23 MR. PAUL BONWICK: Yes.

24 MR. RYAN BREEDON: All right. And so
25 that's twelve (12) hours of work, I take it?

1 MR. PAUL BONWICK: That would seem
2 reasonable.

3 MR. RYAN BREEDON: And that would have
4 been incurred from the time period in January, when
5 you had first agreed to hire her, until whenever that
6 cheque was issued?

7 MR. PAUL BONWICK: That would be
8 reasonable.

9 MR. RYAN BREEDON: And the -- and then
10 in June there is a payment for \$360 or eighteen (18)
11 hours, and that's a similar sort of amount of work?

12 MR. PAUL BONWICK: Correct.

13 MR. RYAN BREEDON: Okay. And then in
14 July there is a payment for \$2,000 or one hundred
15 (100) hours?

16 MR. PAUL BONWICK: Correct.

17 MR. RYAN BREEDON: All right. What
18 was Ms. Houghton doing for you in-between the June and
19 July payments?

20 MR. PAUL BONWICK: So Ms. Houghton had
21 -- I'd asked Ms. Houghton to be -- or support us in a
22 variety of different ways. One of the things that Ms.
23 Houghton did was helped deal with the Lobby
24 Registration Act and so it's a -- if you're familiar
25 with it or not, it's a fairly complex registration

1 system where you have to collect a significant amount
2 of information, you register it online, there's a
3 process that the Registrar goes through, then provides
4 feedback, gets any additional questions answered and
5 then you're registered as a lobbyist on any particular
6 file. So she would help in that regard.

7 She would do some administrative work
8 related to making sure that documents that I was
9 preparing or letters or reports or things like that
10 were grammatically correct. She was tasked with
11 responsibility of putting together a significant
12 database specific to the political arena in Queen's
13 Park and at Ottawa. That might have been in around
14 that time.

15 That database that we created was for
16 the purpose of sending out communications to
17 Ministers, to MPPs, to Chiefs of Staff within the
18 Provincial Legislature for all parties, as well as at
19 Ottawa, and the same thing applies there.

20 MR. RYAN BREEDON: And the database
21 was as part of kind of the proposed lobby activities
22 that you were trying to get into?

23 MR. PAUL BONWICK: No, back then we
24 would do things like send out a Christmas card, a
25 handwritten Christmas card to senior -- or politicians

1 at Queen's Park and the Federal Government and we
2 would do it as well to some of their staff, just to
3 sort of keep our company profile.

4 MR. RYAN BREEDON: When did you first
5 incorporate Compenso?

6 MR. PAUL BONWICK: 2004.

7 MR. RYAN BREEDON: Right. And it was
8 not registered as a lobbyist until 2011? 2012?

9 MR. PAUL BONWICK: No. It's not the
10 company that gets registered as the lobbyist, it's the
11 individual.

12 MR. RYAN BREEDON: Okay, so you
13 personally?

14 MR. PAUL BONWICK: Right. And so
15 during -- leading up to that time I had different
16 staff working for me.

17 One of the people that had handled --
18 who had transitioned out of political office with me
19 and into the private sector had stayed with me for
20 five (5) or six (6) years, and then she transitioned
21 into a teaching position in Meaford or Owen Sound and
22 so we filled part of that gap with -- with this.

23 MR. RYAN BREEDON: Right, you talked
24 about that yesterday, that was what sort of prompted
25 your initial discussion with Ms. Houghton back in

1 January or somewhat earlier.

2 MR. PAUL BONWICK: Well, I don't know
3 that that's what prompted the discussion as much as it
4 was conversation about what she was up to.

5 But depending on -- we're a relatively
6 small firm, sometimes we would have a few people
7 engaged, depending on the number of files or the
8 number of clients I was working with.

9 Sometimes we didn't have as many, and
10 so the work level was very much related to the amount
11 of work that was going on or the clients she had at
12 that particular time.

13 MR. RYAN BREEDON: And had you
14 operated Compenso continuously since you first founded
15 it back in 2003-2004?

16 MR. PAUL BONWICK: Yes.

17 MR. RYAN BREEDON: Did you have any
18 actual employees of Compenso, other than perhaps
19 yourself, depending on how you structured that during
20 that time, or were they all independent contractors?

21 MR. PAUL BONWICK: No, we had some
22 employees, most were independent contractors.

23 MR. RYAN BREEDON: And how many
24 employees in 2011 did Compenso have?

25 MR. PAUL BONWICK: The bookkeeper

1 bills us on a contractual basis, so she wasn't an
2 employee. We had -- I don't know if in 2011 I don't
3 think I had Ms. Stec on employment at that point in
4 time, and I think she was contract.

5 We might have had a front end
6 administration, reception person. Anybody that would
7 be full-time, that's when you would typically make the
8 transition or something close to full-time, that's
9 typically where you would make the transition to
10 putting them on the payroll, making the source
11 deductions and treating them as an employee, full-time
12 employee versus a contract or part-time employee.

13 MR. RYAN BREEDON: All right.

14 And then how many contract employees
15 did you have, again in around 2011? Roughly.

16 MR. PAUL BONWICK: I'd have to pull --
17 go back and look at it. But during that period of
18 time we sometimes had three (3), sometimes four (4)
19 people, but they would be assigned to a specific file,
20 it wasn't so much administrative.

21 So I had one person working with me on
22 the US files, I had one guy working on a file out of
23 Ottawa. I had a guy working with me out of the
24 Niagara region that was a former MPP working on a
25 couple of files out of Toronto.

1 So it -- it depended on the term of the
2 contract and the -- the efforts that were required and
3 whether I could do them or whether I could hand them
4 off and pay somebody and sort of, at a high level,
5 stay involved.

6 MR. RYAN BREEDON: And -- and again --
7 so in -- in the early part of 2011 you enter in -- or
8 in mid-2011 you enter into an agreement with
9 PowerStream, which we've seen and PowerStream
10 initially is paying you \$10,000 a month, plus some
11 expenses?

12 MR. PAUL BONWICK: And I don't want to
13 put too fine of a point on this, but yes, they're
14 paying the company \$10,000 a month.

15 MR. RYAN BREEDON: Paying Compenso
16 \$10,000 a month.

17 MR. PAUL BONWICK: Yes.

18 MR. RYAN BREEDON: And then that --
19 we've seen that changes to \$15,000 a month at some
20 point?

21 MR. PAUL BONWICK: Yes.

22 MR. RYAN BREEDON: And I just want a
23 sense of how much of your revenue was that?

24 MR. PAUL BONWICK: I'd have to pull up
25 bank statements and see what we were depositing

1 monthly.

2 MR. RYAN BREEDON: Well, do you have a
3 sense? I mean, was this a big client for you, a small
4 client?

5 MR. PAUL BONWICK: Decent sized
6 client.

7 MR. RYAN BREEDON: A decent sized
8 client?

9 MR. PAUL BONWICK: I mean, we would
10 run -- I think our total billings -- and again, I'd
11 have to check, but I'd really want to pull the
12 billings, but I think in 2011 our billings could have
13 been 900,000 maybe. We had -- we had billings where
14 we would get sometimes as -- depending on the number
15 of clients, 45-50,000 in a month.

16 MR. RYAN BREEDON: Okay. And how
17 many -- and during the time of the PowerStream RFP,
18 about how many active clients did you have? So how
19 many files were you running?

20 MR. PAUL BONWICK: Again, I'd -- I'd
21 have to check. If I -- we'd have to bring up the bank
22 statement and look. They're typically --

23 MR. RYAN BREEDON: But do you have a
24 sense? I mean, again is it -- are we talking ten
25 (10)?

1 MR. PAUL BONWICK: No.

2 MR. RYAN BREEDON: Are we talking a
3 hundred?

4 MR. PAUL BONWICK: No, no. Gosh, no.
5 You know, I wish. No. I mean, when we were running
6 full steam, you would typically have maybe four (4) or
7 five (5) clients.

8 And then you might have something
9 that's very specific for a term of three (3) months or
10 for four (4) months. It might be something to do with
11 a development, trying to get permits through DFO, or
12 something like that. And so it had sort of a
13 finite mission and a finite term.

14 MR. RYAN BREEDON: Okay. And then
15 we've gone and kind of sidetracked. One last question
16 about this. Where did the name Compenso come from?

17 MR. PAUL BONWICK: Me. I was trying
18 to come up with something that was creative back in
19 2004. And we were just doing -- or I was just doing
20 some word searches, and from what I recall, the
21 definition of Compenso in Latin was bringing together
22 two (2) parties.

23 MR. RYAN BREEDON: So back to the
24 table, in -- you'll see in August, it's \$540,
25 27 hours. In September, it's up to a hundred and 20

1 hours. And do you recall what Ms. Houghton was doing
2 in this time period? Is it the same sort of thing
3 that you've told us?

4 MR. PAUL BONWICK: Same sort of thing.
5 Yes. Sorry to talk over you there.

6 I think I should also mention that
7 Ms. Houghton would pick up expenses; she would bill
8 that into the hours as well. So if, for example, I
9 had said run to here or mail these out or that kind of
10 stuff -- and so you would see that incorporated as
11 well.

12 MR. RYAN BREEDON: All right. So
13 there -- it could not -- it's possible that there was
14 some expenses built into these figures.

15 MR. PAUL BONWICK: Correct. For --

16 MR. RYAN BREEDON: Although they're
17 all round numbers. So --

18 MR. PAUL BONWICK: She just billed
19 them as her hours.

20 MR. RYAN BREEDON: Okay.

21 MR. PAUL BONWICK: She'd round up or
22 round down, and say here's the amount for the month,
23 and here's what I did.

24 MR. RYAN BREEDON: All right. And
25 then the October payment -- I think you've

1 testified -- relates partly to her time and partly to
2 this Florida property?

3 MR. PAUL BONWICK: Correct.

4 MR. RYAN BREEDON: And then the last
5 payment in August of 2012 is another \$2,500 or a
6 hundred and 25 hours. You see that?

7 MR. PAUL BONWICK: (NO AUDIBLE
8 RESPONSE).

9 MR. RYAN BREEDON: And was
10 Ms. Houghton working for you continuously from the
11 start of October 2011 into the following summer?

12 MR. PAUL BONWICK: In a very limited
13 way. Ms. Houghton, I believe, for the months of --
14 and you'll have to ask her this to confirm -- so I
15 believe for the months of January and February or
16 February and March, Ms. Houghton was down south.

17 They rented their property, I think
18 typically, so it might have been February and March.
19 They rented their property typically, from what I know
20 now, January and -- December and January or January
21 and February.

22 My point is, she was down south at some
23 point between -- or over the winter season, so she
24 would have had limited interaction almost the entirety
25 of this work. And I would say the entirety of the

1 work that she provided was able to be done from home.
2 And so you're doing it on your laptop, or you're
3 running down to the post office, or it's email
4 transactions or transition -- or communications.

5 So I'm going to assume from
6 August 3rd -- and I shouldn't use that word. I'm
7 going to state the invoice that would have come in for
8 \$2,500, cheque number 2049, would have been a
9 cumulation of hours over two (2) or three (3) months
10 at least, maybe four (4).

11 MR. RYAN BREEDON: Okay. And was she
12 doing the same sorts of things or --

13 MR. PAUL BONWICK: Yes.

14 MR. RYAN BREEDON: -- had her services
15 changed?

16 MR. PAUL BONWICK: No. I mean,
17 Ms. Houghton -- as I'm sure she'll articulate -- her
18 strength or her background was administrative in
19 nature. She had spent a few years with the Catholic
20 School Board. Prior to that, she had worked as an
21 administrator providing administrative services for
22 LOF, which is a large glass -- windshield glass
23 manufacturer.

24 She was no longer employed or had gone
25 into retirement or semi-retirement at that point in

1 time. So her background was specific to
2 administrative tasks.

3 MR. RYAN BREEDON: Now, just to unpack
4 what you had said a moment ago, do I understand your
5 evidence to be that for some point of time -- or for
6 some period of time during the winter months,
7 Ms. Houghton wasn't working for you because she was
8 off in Florida?

9 MR. PAUL BONWICK: It was -- it was
10 not as significant during the winter months. But
11 again, it's not significant in terms of any particular
12 time. It's obviously not a full-time position. But
13 there would have been less engagement. Certainly, you
14 couldn't ask her to take five hundred (500) envelopes
15 and run down to the post office if she's sitting in
16 Naples.

17 MR. RYAN BREEDON: Right. And do you
18 recall when Ms. Houghton was down in Naples during the
19 winter of 2011?

20 MR. PAUL BONWICK: I -- again, I think
21 it's January/February, but I'm not -- I'm not
22 100 percent positive. It could be -- it could be
23 December and January as well. I -- there was a
24 two (2) month window where they -- I think they used
25 it. She's going to have to provide that

1 clarification.

2 MR. RYAN BREEDON: Okay. But you
3 think your -- to the best of your recollection --
4 we'll ask her later this afternoon, I'm sure -- your
5 recollection is that she used the property or
6 Mr. Houghton and Ms. Houghton used the property either
7 December/January and January/February?

8 MR. PAUL BONWICK: I think there was a
9 60-day window where my -- I know that Mr. Houghton
10 would, where possible, fly back and forth and try to
11 grab long weekends or a week here and there.

12 MR. RYAN BREEDON: Okay.

13 MR. PAUL BONWICK: I think she stayed
14 most of the time.

15 MR. RYAN BREEDON: Now, the -- we
16 touched on the October payment a moment ago, and
17 you've testified previously that some portion of that
18 was for rent for the Houghton's residence?

19 MR. PAUL BONWICK: Correct.

20 MR. RYAN BREEDON: How much was rent?

21 MR. PAUL BONWICK: \$18,000.

22 MR. RYAN BREEDON: And what was the
23 period that you were renting the property for?

24 MR. PAUL BONWICK: And from what I
25 recall, it was -- from what I recall, it was

1 October/November. It may have -- I'm pretty it was --
2 it may have been November/December. It was -- it was
3 a two (2) month window in the off-season leading up,
4 and so I'm going to say November/December.

5 And then there was a two (2) month
6 period that it was available, and I'm going to say
7 that was April/May.

8 MR. RYAN BREEDON: The -- and I think
9 you testified yesterday that the reason that you were
10 renting the property is because you were doing some
11 business in Miami?

12 MR. PAUL BONWICK: That, and I
13 didn't -- I don't own a home in Florida. We were also
14 looking at a development or a housing opportunity in
15 Fort Myers. If you're familiar with the coast, Naples
16 is sort of just south of Fort Myers.

17 And I've rented traditionally up to
18 that point in time. The months that I would rent
19 would typically be peak season: January/February,
20 February/March. We would -- we would typically rent
21 for a 60-day period of time, and then it grew to
22 longer periods of time after that.

23 MR. RYAN BREEDON: So I'm not sure I
24 totally understand. So you had the business in Miami.

25 MR. PAUL BONWICK: We had a client in

1 Miami.

2 MR. RYAN BREEDON: Okay. And one of
3 the reasons that you were going to Florida was to be
4 able to deal with that client.

5 MR. PAUL BONWICK: No, not
6 specifically. I mean, I would have interaction with
7 them and meet with them from time to time. You would
8 drive down to Miami or -- typically drive down to
9 Miami if that was the case.

10 I have the ability to the largest
11 extent to run the services I provide from email and
12 telephone, so I don't have a schedule of meetings
13 every day. So what I would always try to do is go
14 down and work out of Florida and work in the mornings
15 and, when possible, take the afternoons off.

16 MR. RYAN BREEDON: And then you say
17 that you were looking into an opportunity in
18 Fort Myers. Is that you were looking to buy a place
19 in Florida?

20 MR. PAUL BONWICK: No, we weren't
21 looking to buy a place. A friend of mine who is down
22 on the south Florida region was looking at and did
23 develop a product that was a -- I'll call it an
24 affordable housing model. It was a free -- pre-
25 manufactured home.

1 For purposes of this discussion,
2 customer manufacturing -- or the -- the retail price
3 on the thing was somewhere around forty thousand
4 dollars (\$40,000). It was assembled onsite.

5 And so, the idea -- or the concept
6 behind this was -- and we brought one (1) of them into
7 Canada. We also were trying to put them into
8 indigenous communities, as well. But they had a
9 hurricane rating, and so we were trying to promote
10 them in the gulf region for the purposes of replacing
11 things like trailer homes and that kind of thing.

12 MR. RYAN BREEDON: Okay. Now, the --
13 the time that you were renting this, sort of either
14 October/November or November/December, the -- the
15 first --

16 MR. PAUL BONWICK: I think it was
17 November/December.

18 MR. RYAN BREEDON: -- the first period
19 --

20 MR. PAUL BONWICK: Yes.

21 MR. RYAN BREEDON: -- and it's right
22 in sort of the wheelhouse of this RFP process,
23 correct?

24 MR. PAUL BONWICK: Correct.

25 MR. RYAN BREEDON: And how were you

1 planning on being in Florida given your ongoing
2 engagement with PowerStream?

3 MR. PAUL BONWICK: I think you've
4 heard me testify and you will see that a lot of my
5 stuff can be done via email and phone call. So, when
6 I'm down in Florida, I typically fly back -- will fly
7 back a couple of times a month, sometimes more than
8 that.

9 I've seen situations where I'll be home
10 for Monday, Tuesday, Wednesday, fly out Thursday
11 afternoon, come home Sunday night.

12 MR. RYAN BREEDON: Did you ever -- did
13 you actually go down to Mr. Houghton's --

14 MR. PAUL BONWICK: Yes.

15 MR. RYAN BREEDON: -- house during
16 this period?

17 MR. PAUL BONWICK: Yes.

18 MR. RYAN BREEDON: How many days were
19 you in Florida during the November/December period?

20 MR. PAUL BONWICK: I don't recall the
21 exact number of days. I recall being there on two (2)
22 occasions. I recall calling Shirley from the house
23 one (1) time and looking for some direction on stuff
24 inside.

25 Unfortunately, the situation did not

1 transpire the way I hoped. I think you're getting a -
2 - in terms of, if I think there's an opportunity or
3 see an opportunity, I try to grab a hold of it. I've
4 done that in a number of different areas.

5 I thought that the housing initiative,
6 while good for Florida, but -- and partnering with
7 Leonard (phonetic) on it, if we were going to do that,
8 also presented great opportunity in Canada, as well.

9 And so, I was certainly interested in
10 exploring the options in Florida, as well.

11 MR. RYAN BREEDON: So, my question was
12 just, how many days were you actually in Florida?

13 MR. PAUL BONWICK: I don't recall the
14 number of days. I know I was there twice in the fall.

15 MR. RYAN BREEDON: And how long were
16 you there for approximately when you went on those two
17 (2) occasions?

18 MR. PAUL BONWICK: If -- it was a
19 short period of time, down for three (3) days, four
20 (4) days or less, and back.

21 MR. RYAN BREEDON: All right, on both
22 occasions?

23 MR. PAUL BONWICK: On both occasions.
24 I may have stayed a little longer on one (1) because I
25 do recall doing some golfing, but...

1 MR. RYAN BREEDON: What about in the
2 spring?

3 MR. PAUL BONWICK: I don't know if I
4 went in the spring. I don't recall going in the
5 spring. I recall having a discussion with Mr.
6 Houghton the late winter saying that this wasn't
7 working out the way I wanted it to or was hoping to
8 and wasn't utilizing the place as much as I would have
9 liked to, would he considering reimbursing some of the
10 money.

11 MR. RYAN BREEDON: Right. And he -- I
12 think we heard he directed you to Shirley and --

13 MR. PAUL BONWICK: Suggested that I
14 speak to Shirley. And I could give you an example
15 whereby when I left Ottawa, I continued to keep a
16 place in Ottawa, for example, for a number of months
17 and finally gave up the rental on that place, as well,
18 for the simple reason that I wasn't using it.

19 MR. RYAN BREEDON: I take it Shirley
20 did not give you a refund for any of the rent that you
21 had paid?

22 MR. PAUL BONWICK: I didn't ask her.

23 MR. RYAN BREEDON: Okay. Let's talk
24 about the confidential information. You heard a lot
25 of evidence and we've talked about confidential

1 information probably every day of this hearing and --
2 and, in particular, information which you were passing
3 to PowerStream.

4 And I -- I take it that PowerStream
5 never told you to stop giving them confidential
6 information?

7 MR. PAUL BONWICK: Thanks for the
8 question. I think it's been demonstrated by -- or
9 conveyed by other witnesses.

10 MR. RYAN BREEDON: Well, we've heard
11 what PowerStream had to say.

12 MR. PAUL BONWICK: So, at no time --
13 at no time was I advised that any of the information
14 that I was providing in terms of emails or briefings -
15 - there was no issue raised ever on it.

16 MR. RYAN BREEDON: Right. They never
17 said, Mr. Bonwick, stop providing this information to
18 us --

19 MR. PAUL BONWICK: Correct.

20 MR. RYAN BREEDON: -- or stop
21 obtaining this information?

22 MR. PAUL BONWICK: Or where did you
23 get that information.

24 MR. RYAN BREEDON: Right.

25 MR. PAUL BONWICK: If I may --

1 MR. RYAN BREEDON: No, no. Just
2 answer -- just answer my questions. You get to make a
3 --

4 MR. PAUL BONWICK: Okay.

5 MR. RYAN BREEDON: -- speech at the
6 end, I -- I think, so --

7 MR. PAUL BONWICK: Well, not a speech,
8 but, yes.

9 MR. RYAN BREEDON: -- you can -- if
10 you want to --

11 MR. PAUL BONWICK: Okay.

12 MR. RYAN BREEDON: -- add other
13 things.

14 THE HONOURABLE FRANK MARROCCO: But --
15 but if -- if -- not if you're going off on a tangent.
16 But if you're completing an answer, then you can
17 complete your answer.

18 MR. PAUL BONWICK: I'll deal with it
19 later, Your Honour. I -- I think I answered.

20 THE HONOURABLE FRANK MARROCCO: And --
21 and you -- the idea would be -- sorry to interrupt,
22 but the idea would be that, at the conclusion of the
23 questioning, with the exception of the concluding
24 examination, anything which you think is con -- has
25 been confused, you can clear it up by way of a

1 statement to -- and -- and so, I -- I don't want to
2 get into it any further than that right now, but that
3 would be the opportunity to clear up anything that you
4 think has become confused during the course of the
5 examination or cross-examinations.

6 MR. PAUL BONWICK: Thank you, Your
7 Honour. And I'll ask -- I'll -- I'll seek some --
8 some clarification on that point --

9 THE HONOURABLE FRANK MARROCCO: Well,
10 we can do it just before lunch for the clarification
11 purpose.

12 MR. PAUL BONWICK: Yes. Thank you.

13 THE HONOURABLE FRANK MARROCCO: Sorry,
14 Mr. Breedon.

15 MR. RYAN BREEDON: Oh, thank you, Your
16 Honour.

17

18 CONTINUED BY MR. RYAN BREEDON:

19 MR. RYAN BREEDON: And -- and the --
20 the service that you were providing PowerStream, we
21 don't need to go the retainer agreement again, but,
22 you know, it's -- number 1, you gave them some advice
23 on communication strategy?

24 MR. PAUL BONWICK: Correct.

25 MR. RYAN BREEDON: I mean, that was a

1 thing that you knew about and you were able to give
2 them advice about that?

3 MR. PAUL BONWICK: Correct.

4 MR. RYAN BREEDON: And, in particular,
5 communication strategy as it related to this area?

6 MR. PAUL BONWICK: Correct. I would
7 refer to it as a rural or regional communication
8 strategy.

9 MR. RYAN BREEDON: Right. I mean, the
10 idea is that you know this community, and so you were
11 able to tell PowerStream what sort of communications
12 would likely play well in this community?

13 MR. PAUL BONWICK: I think that's
14 reasonable.

15 MR. RYAN BREEDON: I mean, that's one
16 (1) of the services that you're providing --

17 MR. PAUL BONWICK: Correct.

18 MR. RYAN BREEDON: -- why -- why they
19 would get you to do -- to provide communications
20 advice as opposed to some PR person in Toronto?

21 MR. PAUL BONWICK: In Toronto,
22 correct.

23 MR. RYAN BREEDON: Okay. And
24 similarly, you were providing PowerStream with local
25 intelligence?

1 MR. PAUL BONWICK: Fair statement.

2 MR. RYAN BREEDON: All right. And --
3 and, lastly, access to key decision makers?

4 MR. PAUL BONWICK: Fair enough.

5 MR. RYAN BREEDON: Right. I mean,
6 that -- you were particularly well connected, and --
7 and that was the advantage that you were bringing to
8 PowerStream in respect of this transaction?

9 MR. PAUL BONWICK: It was one (1) of
10 the advantages.

11 MR. RYAN BREEDON: Right. I don't
12 mean to -- I don't want to sound like I'm trying to
13 sell you short, but --

14 MR. PAUL BONWICK: No.

15 MR. RYAN BREEDON: -- but certainly,
16 that was -- that -- that puts Mr. Bonwick in a
17 different category than other consultants who might be
18 --

19 MR. PAUL BONWICK: -- indeed.

20 MR. RYAN BREEDON: -- in the
21 marketplace, right?

22 MR. PAUL BONWICK: Fair enough.

23 MR. RYAN BREEDON: Okay. And the --
24 and the key decision makers in this case of course
25 include your sister, right?

1 MR. PAUL BONWICK: But I think
2 testimony in evidence has shown that in fact that
3 wasn't the one (1) decision maker that I was trying to
4 access.

5 MR. RYAN BREEDON: No, no. But -- but
6 one (1) of the things that you were able to do was
7 pick up the phone and communicate with your sister if
8 need be in a way that other consultants might not be
9 able to?

10 MR. PAUL BONWICK: I don't know that
11 that's the case. I -- and, in fairness, singling out
12 my sister, I think I've gone through the list, I had
13 the ability to pick up the phone and call just about
14 any one (1) of them.

15 MR. RYAN BREEDON: Okay. Right,
16 because -- because, again, of your connection to the
17 community, right?

18 MR. PAUL BONWICK: (NO AUDIBLE
19 RESPONSE).

20 MR. RYAN BREEDON: And -- and we know
21 that you were close family friends with Mr. Lloyd?

22 MR. PAUL BONWICK: Correct.

23 MR. RYAN BREEDON: He -- he talked
24 about your families have a long history together, I
25 think?

1 MR. PAUL BONWICK: Yes.

2 MR. RYAN BREEDON: Is that -- that's
3 fair? And -- and even on your evidence today you
4 obviously socialize with Mr. Lloyd regularly?

5 MR. PAUL BONWICK: Yes.

6 MR. RYAN BREEDON: Okay. And -- and
7 you were good friends with Mr. Houghton?

8 MR. PAUL BONWICK: Yes.

9

10 (BRIEF PAUSE)

11

12 MR. RYAN BREEDON: And those were all
13 assets that you were able to sell to PowerStream, and
14 that's why they were paying you.

15 MR. PAUL BONWICK: I don't know that
16 it was specific to those three (3). I -- as I've
17 stated, I think it was based on the fact that I did
18 have extensive network and relationships that had been
19 built over many years, based on my service in
20 Parliament, based on my business over the course of
21 the years following, my time on Council.

22 And so I think it was certainly what I
23 tried to promote was that I have a trusted and
24 engaging relationship with most of the politicians,
25 most of the senior staff, as well as many profile

1 people within the community.

2 MR. RYAN BREEDON: Okay. Now, to turn
3 then to the information that you were providing to
4 PowerStream -- we can go through it all in detail if
5 you like -- but after having sat here for however many
6 weeks we've been here, I think you'll agree with me
7 that they should not have been providing you with that
8 information.

9 MR. PAUL BONWICK: I don't know that I
10 would agree with that. I would say that based on what
11 I've heard during the time of this Inquiry, you're
12 looking through a very different lens.

13 At no time did anybody share
14 information with me through any of our discussions and
15 say, oh, by the way, this is embargoed, or this is
16 privileged, or please don't share this with anybody.

17 I think we've heard lots of evidence
18 that throughout these -- these Strategic Task Team
19 meetings that there didn't appear to be a
20 significant -- in my opinion significant enough
21 education for the participants to understand the
22 importance of not talking about anything.

23 And so you go back in time and try to
24 look through that lens, the information that was
25 shared with me, understanding the environment, seemed

1 reasonable at that time for me. And I can say -- and
2 you've heard it -- there's not been -- none of the
3 other firms on this particular file engaged somebody
4 or hired a consultant to work with the various
5 stakeholders.

6 MR. RYAN BREEDON: So what -- and
7 again, I do not want to put words in your mouth, but I
8 think what you're saying is that, setting aside what
9 you may believe now from having listened to all this
10 evidence, back in 2010 and 2011 -- and particularly in
11 2011, you didn't appreciate that the information that
12 was being conveyed to you by different sources might
13 be confidential or the sort of thing that shouldn't be
14 said to you. Is that fair?

15 MR. PAUL BONWICK: That's fair.

16 MR. RYAN BREEDON: Okay. And you
17 didn't appreciate that because nobody said to you,
18 this is confidential.

19 MR. PAUL BONWICK: So I think we've
20 heard two (2) pieces of information that are quite
21 relevant to what you're asking. The first one is
22 nobody that has been on the stand and questioned about
23 it -- and I certainly brought it to the floor -- is,
24 did you at any time when you were having a discussion
25 with Mr. Bonwick state please, do not disseminate or

1 please don't share anything that I'm talking to you
2 about.

3 We've also heard the fact that
4 PowerStream team members have suggested that they
5 didn't qualify it as they were getting information,
6 and it wasn't one time, keeping in mind we got to --
7 irregular. But there was information sharing on a
8 irregular basis, whether it be through mostly email or
9 phone call but the odd meeting.

10 I think it's also important to reflect
11 on the fact now that I -- as I sit down through the
12 past number of weeks, it's come to my attention that
13 there was a NDA signed by PowerStream. I had never
14 seen a copy of that. I have never been referenced to
15 that.

16 And so for that purpose, there would be
17 no reason to me -- for me to think that the
18 information that I'm trying to get to help better
19 position my client is anything other than information
20 that will help better position my client.

21 MR. RYAN BREEDON: Okay. So I don't
22 need you to tell me about what the witnesses have
23 testified. Right? I mean, that -- we all were here.
24 So we have the transcripts. That's fine. And you'll
25 get to make your argument at the end of the case.

1 All I want to know is what was in your
2 head back in 2011 when you're receiving this
3 information from people? And do I take it that what
4 you're saying is that you didn't think that this
5 information was confidential because nobody told you
6 it was confidential?

7 MR. PAUL BONWICK: So you're asking a
8 question, and then you're providing the answer and
9 asking if I will agree with it?

10 MR. RYAN BREEDON: Yes. That's how
11 this works.

12 MR. PAUL BONWICK: Well, I thought as
13 an Inquiry, you would ask the question and try to get
14 a fulsome perspective on the person sitting there,
15 rather than condense it into your words.

16 MR. RYAN BREEDON: Do you agree with
17 what I've said or not?

18 MR. PAUL BONWICK: It is my opinion
19 then that the information that was being shared with
20 me was done so based on me reaching out and trying to
21 have conversations and that it was not of a
22 confidential nature.

23 MR. RYAN BREEDON: Okay. So you
24 didn't think that the information that you were
25 receiving was confidential back -- back in 2011.

1 MR. PAUL BONWICK: Correct.

2 MR. RYAN BREEDON: Okay. And when --
3 you've testified that after you sent that September
4 memo -- the one that deals with Hydro One and
5 Veridian. We've seen it probably every day of this
6 hearing. You sent that to Mr. Houghton for a comment,
7 right?

8 MR. PAUL BONWICK: Yes.

9 MR. RYAN BREEDON: And then
10 Mr. Houghton raised some concerns with you about that
11 memo?

12 MR. PAUL BONWICK: Very shortly
13 thereafter.

14 MR. RYAN BREEDON: Right. And I think
15 you've testified that you then did not, to the best of
16 your recollection, send the memo on to PowerStream?

17 MR. PAUL BONWICK: Correct.

18 MR. RYAN BREEDON: But -- but you told
19 us yesterday that the information contained in the
20 memo probably was conveyed to PowerStream?

21 MR. PAUL BONWICK: No, not all of it.
22 I think what I tried to do is demonstrate the same
23 thing His Honour did a number of days ago. You can't
24 unread something. You can't unhear something.

25 And so in the general discussions

1 surrounding what things would provide advantages, I'm
2 reasonably confident that I would have brought that up
3 again through the round table that would take place.

4 MR. RYAN BREEDON: All right. So
5 certainly, some of the information contained in the
6 memo you believe you conveyed to the people at
7 PowerStream.

8 MR. PAUL BONWICK: Correct.

9 MR. RYAN BREEDON: And -- and you just
10 don't recall whether it was all of it or some of it
11 or...

12 MR. PAUL BONWICK: I don't recall
13 giving all of the information to PowerStream.

14 MR. RYAN BREEDON: Okay. Now, when
15 Mr. Houghton raised this with you in -- it would be in
16 September I take it?

17 MR. PAUL BONWICK: Yes.

18 MR. RYAN BREEDON: Okay. Did he -- I
19 understand his evidence is that he did not ask you
20 where you got the information from?

21 MR. PAUL BONWICK: I thought he did.
22 I don't recall word for word how the call went, but I
23 know he called me as soon as he reviewed it. I think,
24 in my opinion from what I recall, he did ask about it.

25 MR. RYAN BREEDON: Okay. So stop

1 there. So you -- your recollection sitting here today
2 is that when you had this discussion with
3 Mr. Houghton, he asked you, where did you get this
4 information from?

5 MR. PAUL BONWICK: That's my
6 understanding.

7 MR. RYAN BREEDON: Okay. And what did
8 you tell him?

9 MR. PAUL BONWICK: Multiple sources.
10 I said to him -- and again, I'm reflecting on the
11 conversation eight (8) years ago -- I said, Ed, you'll
12 understand, of course, how I will approach people.

13 I mean, I could pick up the phone and
14 go, how was the Task Team meeting, if you knew one was
15 happening the day before. Or if you had an
16 understanding that PowerStream had just finished, and
17 you would pick up the phone and go, how did they --
18 how did PowerStream make out? And you might get
19 information.

20 I had conversations with
21 Deputy Mayor Lloyd. I don't recall getting this
22 information specifically from him. I would pick up
23 the phone and query Ed on -- he was sensitive to
24 sharing anything that he felt was confidential, but
25 again, there was back and forth.

1 I had the meeting with Mr. Muncaster,
2 and if you'll recall in my testimony, I had said to
3 Mr. Houghton when he said, I'm going to have to share
4 this -- or I want to share with Mr. Muncaster -- and I
5 should also state when I recall the conversation,
6 Houghton didn't raise issues about commercially
7 sensitive -- that kind of language wasn't used. It
8 was just, where are you getting this information from?
9 I said, multiple sources, having conversations with
10 people that are involved.

11 He then said -- it was important enough
12 to him. He said I'm going to have to provide a copy
13 to the Board chair, and I kind of chuckled and said,
14 okay, that's fine. I said, it'd be interesting to see
15 how he responds, knowing that I met with him.

16 MR. RYAN BREEDON: Okay. So -- well,
17 a couple of things. So just on that very last point,
18 so do you believe then that your meeting with
19 Mr. Muncaster happened before this discussion with
20 Mr. Houghton?

21 MR. PAUL BONWICK: Yes.

22 MR. RYAN BREEDON: And did it happen
23 before or after the meeting with Hydro One and
24 Veridian that is set out in that memo?

25 MR. PAUL BONWICK: That I don't

1 recall.

2 MR. RYAN BREEDON: Okay. And then the
3 meeting though with Mr. Muncaster that you're talking
4 about is the one at Collus?

5 MR. PAUL BONWICK: Correct.

6 MR. RYAN BREEDON: All right. Now, I
7 had asked you what you told Mr. Houghton about the
8 source of the information that, you know, was
9 contained in the memo.

10 MR. PAUL BONWICK: Right.

11 MR. RYAN BREEDON: And I -- and then
12 you've given me an explanation and discussed some of
13 the different people who you were speaking with,
14 right?

15 MR. PAUL BONWICK: Correct.

16 MR. RYAN BREEDON: What I want to know
17 though, is what did you actually tell Mr. Houghton at
18 that time?

19 Like, did you say to him I have been
20 speaking to a bunch of different people and leave it
21 at that, or did you say to him well, Mr. Houghton, I
22 got the information from Mr. Lloyd and I got it from
23 discussions with you and I got it from Mr. Muncaster?

24 MR. PAUL BONWICK: No, I did not say
25 that.

1 MR. RYAN BREEDON: Okay, so you just
2 told him you'd been having discussions with different
3 people?

4 MR. PAUL BONWICK: Correct.

5 MR. RYAN BREEDON: Okay. Did Mr.
6 Houghton ask you who were those people?

7 MR. PAUL BONWICK: No.

8 MR. RYAN BREEDON: Now, do I take it
9 though, based on the evidence that you've just given,
10 that the -- your belief is that the source of the
11 information contained in that September memo is Mr.
12 Lloyd, Mr. Houghton, and Mr. Muncaster?

13 MR. PAUL BONWICK: I can't say it's
14 specifically limited to them. I wasn't in
15 conversation with anybody else on the task team.

16 So for the information that reflects on
17 any discussions that took place within the task team,
18 it would have had to have come from one of those three
19 sources.

20 MR. RYAN BREEDON: Okay.

21 MR. PAUL BONWICK: And I've spoke to
22 you about -- there's also other sources that I
23 utilized in order to try to build the background case
24 on it.

25 MR. RYAN BREEDON: Right, but the --

1 but the memo -- and we can turn it up although I'm
2 sure you remember it very well now, the memo talks
3 about what the presentations were that were made to
4 the strategic task team, right?

5 MR. PAUL BONWICK: It describes in
6 part the presentations and I've filled in some blanks
7 because it's me putting together the information.

8 So where I might have had comments
9 about Hydro One, for example, if we could use them as
10 the example, there may have been some information
11 shared that was specific to the presentation and then
12 I would build that narrative into a here's what's --
13 here's what they're doing.

14 MR. RYAN BREEDON: Okay, so why don't
15 we just pull it up, make it easier. It's TOC59013.

16 So this is the September 14th memo and
17 as you'll recall, the first section deals with Hydro
18 One, right?

19 MR. PAUL BONWICK: Correct.

20 MR. RYAN BREEDON: Scroll down so we
21 can see it, please. All right.

22 And so what you have recorded is,
23 first, that Hydro One was articulating the regional
24 value that Collus had that it could be used as a
25 regional hub, right?

1 MR. PAUL BONWICK: Correct.

2 MR. RYAN BREEDON: Okay, and so what
3 you're reporting to PowerStream in this memo, even
4 though it wasn't given to them in this form, was that
5 what Hydro One has presented to the STT was that
6 Collus would be this regional hub, that that was their
7 approach.

8 MR. PAUL BONWICK: That was the
9 information that I put in this memo, correct.

10 MR. RYAN BREEDON: Okay. And that was
11 information that you obtained from somebody on the
12 Strategic Task Team?

13 MR. PAUL BONWICK: Possibly.

14 MR. RYAN BREEDON: Well, only somebody
15 on the Strategic --

16 MR. PAUL BONWICK: I'm gonna -- yes.
17 Yes.

18 MR. RYAN BREEDON: We can't talk over.
19 Only somebody on the Strategic Task
20 Team could know what Hydro One had said in this
21 meeting?

22 MR. PAUL BONWICK: Sorry. I said yes.

23 MR. RYAN BREEDON: Yes. Okay.

24 And do you know who told you that?

25 MR. PAUL BONWICK: No.

1 MR. RYAN BREEDON: But your evidence
2 is it's one of those three individuals?

3 MR. PAUL BONWICK: Those were the only
4 three task team members that I spoke with.

5 MR. RYAN BREEDON: And then similarly,
6 the next point is -- again, deals with what Hydro One
7 was proposing with respect to the existing staff?

8 MR. PAUL BONWICK: Corr -- that's what
9 the memo says, correct.

10 MR. RYAN BREEDON: Right. And again,
11 that's something that had to come from one (1) of
12 those three (3) individuals?

13 MR. PAUL BONWICK: And in fairness,
14 from my end, part of the information could have come
15 from one, part of it could have come from others.
16 These were flowing conversations, I was reaching out
17 on a regular basis to try to find out what was going
18 on and where the competitors stood.

19 MR. RYAN BREEDON: I -- I understand.
20 You didn't -- you didn't get a bullet point memo from
21 Mr. Lloyd with this entire thing, you -- you've put
22 this together based on your discussions.

23 MR. PAUL BONWICK: Correct. Mr.
24 Muncaster didn't send me an email that says here's
25 what's happening.

1 MR. RYAN BREEDON: Right.

2 MR. PAUL BONWICK: Or Mr. Houghton.

3 MR. RYAN BREEDON: Right.

4 And then -- and then the next point,
5 again, deals with the -- the way that Hydro One was
6 sort of pitching itself or -- or it's proposal?

7 MR. PAUL BONWICK: So again, it would
8 have been in my words. I mean, when Mr. Houghton
9 reviewed it he took exception and said that some of
10 these things were not accurate.

11 So again, through conversation I would
12 take a point or two and go here's what I believe they
13 communicated took place at the meeting and bring to
14 him my misinterpreted some of it.

15 MR. RYAN BREEDON: And then you've got
16 a quote, it says "model would help to solidify Hydro
17 One's position in the region", do you see that?

18 MR. PAUL BONWICK: Right.

19 MR. RYAN BREEDON: And that -- that is
20 a quote or at least a paraphrase of something which
21 you understood that Mr. Mueller had said to the
22 Strategic Task Team?

23 MR. PAUL BONWICK: I'm not sure if
24 that's my quote or if that's something, you know,
25 you're -- you're asking me to reflect on what I was

1 thinking eight (8) years go when I wrote the memo.

2 It could be my quote or it could have
3 been you need to understand that Hydro One is trying
4 to solidify its position within the region.

5 MR. RYAN BREEDON: Okay. And then you
6 go on to discuss how the members of the Strategic Task
7 Team responded to the presentation in the last bullet
8 on this page?

9 MR. PAUL BONWICK: Absolutely, and I
10 may have been overstepping there, because obviously I
11 wasn't speaking to all the members of the Strategic
12 Task Team, but if somebody shared with me, I think
13 generally speaking that people were impressed with the
14 presentation.

15 MR. RYAN BREEDON: Okay.

16 MR. PAUL BONWICK: That would be
17 something that I would put in and those would be --

18 MR. RYAN BREEDON: So all -- all of
19 this information is based on your understanding of
20 what these three individuals were telling you?

21 MR. PAUL BONWICK: This is my -- this
22 is a summation of what information I received and the
23 putting it into a memo format to brief my client.

24 MR. RYAN BREEDON: None of it came
25 from internet research or -- or --

1 MR. PAUL BONWICK: It's entirely
2 possible, because when you get some information it --
3 it could be shared in a fairly light fashion, like for
4 example -- where am I here? I may have put the last
5 point in there, while they -- they demonstrated some
6 integrity if -- if it was communicated to me that
7 generally speaking people were pleased with the
8 presentation or they seemed to do a good job at the
9 presentation.

10 I may have done some background work
11 and went -- but the committee is not enamoured with
12 the -- because that was the general assertion with the
13 concept or direction of a Hydro One.

14 MR. RYAN BREEDON: I see. So you're
15 saying that you may have been told that the committee
16 wasn't enamoured with the --

17 MR. PAUL BONWICK: Or I may have
18 extrapolated that based on information that was
19 completely unrelated to it.

20 My point being this isn't meant to be
21 minutes from the meeting.

22 MR. RYAN BREEDON: Right.

23 MR. PAUL BONWICK: You're going to get
24 some information that took place in the meeting and
25 you're going to do some background -- again, it was

1 reasonably well understood that Hydro One had an
2 uphill battle.

3 MR. RYAN BREEDON: Right.

4 MR. PAUL BONWICK: I could -- I could
5 put my own opinion in there and say --

6 MR. RYAN BREEDON: Well, but hold on.

7 So -- so, you couldn't go on the
8 internet and determine whether Mr. Mueller had
9 demonstrated integrity and in-depth knowledge of the
10 industry in his presentation to the STT?

11 MR. PAUL BONWICK: I was later
12 informed that Mr. Mueller actually didn't even make
13 the presentation. He was rather there in support of
14 it.

15 That being said, what I'm talking about
16 is the committee is not enamoured with the concept or
17 direction Hydro One presented.

18 And so that could be something that I
19 would have from a takeaway from other discussions of
20 having a sense of where other people are as it's
21 specific to Hydro One.

22 MR. RYAN BREEDON: Right, based on
23 your discussions with the people who are actually in
24 the room?

25 MR. PAUL BONWICK: And beyond.

1 MR. RYAN BREEDON: Right.

2 And we can go through the much longer
3 section on Veridian, but maybe we can save us all a
4 bit of time.

5 It's the same thing, right? You've
6 taken the information from these members of the
7 Strategic Task Team, put your spin on it, and -- and
8 recorded as best as you understood it?

9 MR. PAUL BONWICK: Accurate statement.

10 MR. RYAN BREEDON: Okay. We agree on
11 something.

12 MR. PAUL BONWICK: Anything.

13 MR. RYAN BREEDON: Your Honor, it's
14 12:30. I'm happy to press on. I have so --

15 THE HONOURABLE FRANK MARROCCO: How
16 much longer will you be?

17

18 (BRIEF PAUSE)

19

20 MR. RYAN BREEDON: Maybe half an hour.

21 THE HONOURABLE FRANK MARROCCO: Well,
22 why don't we press on for another fifteen (15) minutes
23 or so, around a quarter to 1:00, and then we'll break
24 for lunch. You never can tell. You might get closer
25 to the end than you think.

1

2 CONTINUED BY MR. RYAN BREEDON:

3 MR. RYAN BREEDON: Correct. Okay.

4 Now, Mr. Lloyd, of course, testified that he did not
5 provide you with any of the information from the
6 Strategic Task Team, you -- meetings.

7 Do you recall that?

8 MR. PAUL BONWICK: Yes.

9 MR. RYAN BREEDON: All right. And --
10 and Mr. Houghton, I think, testified to -- to the same
11 effect, that he didn't provide you with any of the
12 information from the Strategic Task Team meetings?

13 MR. PAUL BONWICK: Yes.

14 MR. RYAN BREEDON: And so it -- do I
15 take it that your evidence is that although they
16 provided you with information, they were unaware that
17 they were doing so?

18 MR. PAUL BONWICK: I don't know that -
19 - that -- if they put enough emphasis on the
20 importance of the information they were sharing, and
21 so it didn't reflect on them. I'm not psychic, and so
22 I've -- obviously, didn't somehow come into this
23 without information being shared through a
24 conversation, and so it -- it had -- had to be.
25 Common sense dictates that, in my opinion.

1 MR. RYAN BREEDON: All right. So what
2 you're saying is I -- and again, I -- I don't want to
3 put words in your mouth, but what you're saying is you
4 didn't sit down with Mr. Houghton, and he said, Okay
5 Paul, here's what happened, first they said this, and
6 then they said this, and they said that. That -- that
7 kind of conversation didn't happen?

8 MR. PAUL BONWICK: Correct.

9 MR. RYAN BREEDON: Right? But what
10 they did do in your discussions is either share or let
11 drop details from which you were then able to piece
12 together what was going on?

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: Is that -- is that
15 a fair characterization of what was happening?

16 MR. PAUL BONWICK: Correct.

17 MR. RYAN BREEDON: Okay. And of
18 course, Mr. Muncaster is the one (1) member of the
19 Strategic Task Team who can't come and testify, but do
20 I understand that what you're saying is that he did
21 sort of the same kind of thing?

22 MR. PAUL BONWICK: From what I recall
23 of the meeting, as I've testified earlier, it was what
24 -- my takeaway from the meeting -- my takeaway from
25 the meeting was that Mr. Muncaster had a strong level

1 of confidence or belief that PowerStream was a good
2 choice. There was conversation back and forth, and so
3 most definitely, I would have been poking and prodding
4 about, you know, is there things they could do better?
5 Is there one (1) particular example where one (1) of
6 the other LDCs had done something that maybe
7 PowerStream hasn't?

8 It's those kinds of conversations. And
9 when -- it's not overly difficult to get people to
10 share information when they already have a preference
11 in a certain direction.

12 MR. RYAN BREEDON: So then did --
13 based on what the --

14 MR. PAUL BONWICK: And that applies to
15 all -- sorry for interrupting, but that applies to
16 anybody that I spoke with.

17 MR. RYAN BREEDON: Right. And so
18 based on what you just said, then, do -- do you -- do
19 I take it that your discussion with Mr. Muncaster
20 likely happened after the PowerStream presentation?

21 MR. PAUL BONWICK: Again, I -- I don't
22 recall when the meeting with Mr. Muncaster took place.

23 MR. RYAN BREEDON: Well, it -- it --
24 so what do you remember Mr. Muncaster actually telling
25 you?

1 MR. PAUL BONWICK: Verbatim? I can't
2 recall. Again, it's -- it's eight and a half (8 1/2)
3 years ago. I just remember taking away a feeling at
4 that time that PowerStream was being viewed in a much
5 more favourable light than the other bidders.

6 I think I took away that Mr. Muncaster
7 felt that this would provide -- this had the ability
8 to provide a great partnership, or we've heard
9 strategic alliance since then.

10 And out of that, I know I would have --
11 because I ask everybody when they were involved in
12 this, you know, is there something we should be doing
13 differently? Is there something we should be doing
14 better? Is there something that sticks in your mind
15 that Coll -- or that PowerStream could do that would
16 help them do a better job at presenting themselves to
17 Collus?

18 And so that's the kind of format that I
19 would try to follow.

20 MR. RYAN BREEDON: Right. And so do
21 you recall discussing anything other than sort of
22 PowerStream's approach with Mr. Muncaster?

23 MR. PAUL BONWICK: Yes. But I -- and
24 again, I -- I want to make sure what I say is
25 accurate. Like, I would have -- how I would generally

1 conduct a conversation is I think Hydro One is up
2 against it. Certainly, based on all the feedback that
3 I get, that would be how I would approach Mr.
4 Muncaster, or Mr. Lloyd, or Mr. Houghton, for that
5 matter.

6 You might say -- I agree. I -- I think
7 the committee is -- is adverse -- or the community is
8 adverse to PowerStream. There's a mental note for me.
9 You know, you could get -- and I -- and I'm
10 speculating, because I'm -- I don't recall the exact
11 conversation, but it -- I -- I believe -- I'm not
12 positive, but I believe out of that meeting, I did
13 have one (1) takeaway with regards to a -- a community
14 fund. I -- I think that came out of that meeting, but
15 I'm not positive.

16 Again, I just -- you're having
17 conversations with several different people.

18 MR. RYAN BREEDON: Okay. And the
19 community fund was the thing that was proposed by
20 Veridian?

21 MR. PAUL BONWICK: It was by one (1)
22 of them, one (1) of the bidders, and my point in
23 saying that is that there is no possible way that I
24 could have invented, in my own mind, that Veridian is
25 prepared to do specifically this.

1 MR. RYAN BREEDON: Right.

2 MR. PAUL BONWICK: I mean, and I --
3 that had to be said to me, because that's, from what I
4 understand, may have been exactly what they presented.

5 MR. RYAN BREEDON: Right. And -- and
6 so what I'm trying to understand -- what we've been
7 here for weeks trying to understand is where this
8 information came from. So are you telling me that you
9 believe that just that one (1) detail came to you from
10 Mr. Muncaster?

11 MR. PAUL BONWICK: I was trying to
12 think about in terms of who I was discussing it with.
13 I'm not sure, and no disrespect to Mr. Lloyd, but I'm
14 not sure he would retain how a -- and -- and no, that
15 -- I'm not trying to be critical of him. I just --
16 he's not the kind of guy that would go, They're going
17 to do two dollars (\$2) for this.

18 Ed was very sensitive about sharing any
19 information as related to the finances specific to
20 what others were doing. There was only the three (3)
21 of them that I really spoke to about what went on in
22 the -- in the Strategic Task Team meetings.

23 MR. RYAN BREEDON: So -- so you think
24 based on process of elimination --

25 MR. PAUL BONWICK: Correct.

1 MR. RYAN BREEDON: -- that it was Mr.
2 Muncaster?

3 MR. PAUL BONWICK: That would make
4 sense to me.

5 MR. RYAN BREEDON: But you don't have
6 a -- a specific recollection of him --

7 MR. PAUL BONWICK: Correct.

8 MR. RYAN BREEDON: -- telling you
9 that. Is that right?

10 MR. PAUL BONWICK: Correct.

11 MR. RYAN BREEDON: Okay. And is there
12 other information that you specifically think came
13 from Mr. Muncaster?

14 MR. PAUL BONWICK: Again, you -- we --
15 I think we've gone down this path in terms of how I
16 evolved in securing information, and it was sometimes
17 two (2) or three (3) conversations, you know? I would
18 pick up the phone and go to Rick, I've heard -- is --
19 is this sort of what Veridian's thinking?

20 MR. RYAN BREEDON: Right, but your
21 interaction with Mr. Muncaster is pretty limited,
22 right --

23 MR. PAUL BONWICK: One (1) -- yes, but
24 --

25 MR. RYAN BREEDON: -- because we've

1 been through -- but there's one (1) meeting --

2 MR. PAUL BONWICK: Correct.

3 MR. RYAN BREEDON: -- and then maybe

4 one (1) follow-up telephone call --

5 MR. PAUL BONWICK: Correct.

6 MR. RYAN BREEDON: -- as opposed to

7 Mr. Lloyd, who you're seeing all the time?

8 MR. PAUL BONWICK: Correct.

9 MR. RYAN BREEDON: And Mr. Houghton,
10 who you -- we've seen you had -- were having a lot of
11 interaction with on different issues during this
12 period, right?

13 MR. PAUL BONWICK: Correct.

14 MR. RYAN BREEDON: Okay. So -- and --
15 and we've heard from Mr. Houghton, and we've heard
16 from Mr. Lloyd. We -- we can't hear from Mr.
17 Muncaster. And so that's why -- I just want to
18 understand what you're saying about what it is that
19 Mr. Muncaster actually told you.

20 So there's this piece about the
21 community fund. Is there anything else?

22 MR. PAUL BONWICK: Not specifically.
23 And I want to be respectful of Mr. Muncaster in terms
24 of if I clearly remembered these four (4) bullets,
25 then I would say them for the record.

1 MR. RYAN BREEDON: Right.

2 MR. PAUL BONWICK: I don't recall
3 these four (4) bullets or these five (5) bullets
4 related to these specific things, and --

5 MR. RYAN BREEDON: Okay, that's fine.
6 So -- and -- and you don't even recall necessarily
7 that Mr. Muncaster told you about the community fund.
8 You've just kind of inferred that from what you know
9 about Mr. Lloyd and Mr. Houghton?

10 MR. PAUL BONWICK: Yes.

11 MR. RYAN BREEDON: Okay. Now we --
12 you -- you know, though, that Mr. Muncaster -- and
13 we've heard a lot of evidence about Mr. Muncaster. He
14 was a very experienced businessman, yes?

15 MR. PAUL BONWICK: Yes, that's --

16 MR. RYAN BREEDON: Very -- very
17 impressive businessman, by all accounts?

18 MR. PAUL BONWICK: Absolutely.

19 MR. RYAN BREEDON: All right.

20 Sophisticated?

21 MR. PAUL BONWICK: Was a senior
22 executive in the private sector, absolutely.

23 MR. RYAN BREEDON: Right. And -- and
24 you know that Collus had entered into a
25 confidentiality agreement with each of the bidders.

1 We've seen those?

2 MR. PAUL BONWICK: Yes.

3 MR. RYAN BREEDON: I appreciate you
4 didn't maybe know that at the time, but you know that
5 now.

6 MR. PAUL BONWICK: Yes.

7 MR. RYAN BREEDON: And those were
8 binding on Collus?

9 MR. PAUL BONWICK: Yes.

10 MR. RYAN BREEDON: Right. And they
11 prevented the disclosure of any sort of confidential
12 information like the kinds of things we've been
13 talking about.

14 MR. PAUL BONWICK: Hence the reason as
15 we've gone through this now and understand that, I was
16 quite surprised to see that there -- if it was that
17 important to them, if they were signatories to that,
18 which I didn't realize they were, that there wouldn't
19 be greater emphasis at the beginning of each strategic
20 task team meeting to say please keep in mind, or have
21 a lawyer there that would say please keep in mind.

22 MR. RYAN BREEDON: Well, maybe
23 there'll be a recommendation about that. But -- but -
24 - but certainly it -- it was an important thing, the
25 confidentiality of this process. You -- you've seen

1 that.

2 MR. PAUL BONWICK: It is now. I don't
3 know that they had the same level of importance
4 attached to it then.

5 MR. RYAN BREEDON: And -- and Mr.
6 Muncaster had to have known about those
7 confidentiality agreements, given his position and
8 involvement in this process.

9 MR. PAUL BONWICK: I would agree. I
10 assume he -- I can't speak on his behalf obviously,
11 but I have to assume he was aware that they existed.

12 MR. RYAN BREEDON: Sure. And -- and
13 similarly you've heard that the RFP process, its
14 success depended in part on the control of
15 information. We've heard a lot of evidence about
16 that. You understand that?

17 MR. PAUL BONWICK: I understand that's
18 the evidence that was provided.

19 MR. RYAN BREEDON: Right. And -- and
20 the idea is that it is important in an RFP to ensure
21 that all of the bidders are given the same
22 information?

23 MR. PAUL BONWICK: I would say it's
24 important in an RFP that all the bidders have access
25 to the same information. I don't think you can --

1 MR. RYAN BREEDON: All right. And --
2 and Mr. Muncaster would have understood that, based on
3 his experience in business?

4 MR. PAUL BONWICK: I would agree that
5 Mr. Muncaster would understand that it's important
6 that all bidders have access to the same information.

7 MR. RYAN BREEDON: And then -- and the
8 RFP process directed that communication was to go
9 through KPMG?

10 MR. PAUL BONWICK: That's what I've
11 seen.

12 MR. RYAN BREEDON: Yes.

13 MR. PAUL BONWICK: I was never
14 directed either by Collus staff or PowerStream that my
15 point of contact was supposed to be somebody at KPMG.

16 MR. RYAN BREEDON: I under -- I
17 understand you weren't told that, but you understand
18 that now.

19 MR. PAUL BONWICK: Yes.

20 MR. RYAN BREEDON: And again, that's -
21 - the idea is so that Collus, the vendor, can control
22 the information that's being disseminated to the
23 bidders.

24 MR. PAUL BONWICK: Again, this is a --
25 is a new process, very complex RFP system, and so I

1 certainly understand why they would try to have a
2 point person or a point organization as the
3 facilitator, disseminator of information. I would
4 argue that that's maybe information that is certainly
5 of a sensitive nature, but again I -- I wasn't aware
6 of that at the time, that KPMG was the point contact.

7 MR. RYAN BREEDON: And -- and -- and
8 so I just want to understand what your evidence is.
9 Your evidence is that, notwithstanding all of those
10 factors that we've just gone through, you met with Mr.
11 Muncaster and Mr. Muncaster provided you with
12 information about these meetings in breach of the
13 confidentiality agreements and in breach of the best
14 interests of the Corporation and the Town in terms of
15 the way this process was to roll out, even though he
16 didn't have any sort of relationship with you.

17 Is that what you're saying?

18 MR. PAUL BONWICK: Not at all, and I
19 don't know how in the world you took that from what
20 I've just said. In my opinion that's a complete
21 distortion of what I've just said.

22 MR. RYAN BREEDON: And then -- and
23 then if -- if what Mr. Houghton says is accurate, when
24 Mr. Muncaster receives your September 14th memo, he
25 apparently goes to the next STT meeting and reminds

1 everybody about confidentiality, notwithstanding that
2 -- that apparently some of the information came from
3 him.

4 MR. PAUL BONWICK: I can't speak to
5 what Mr. Muncaster did at that meeting. I can tell
6 you that your description of what I've just provided
7 in terms of testimony could not be further afield. I
8 don't think Mr. Muncaster felt, nor did I feel at any
9 time nor do I now, that he was in breach or taking
10 liberties or compromising PowerStream in any manner or
11 fashion. I think it was a -- I've already described
12 it, so I won't do it anymore. I don't think that your
13 --

14 MR. RYAN BREEDON: Well, I --

15 MR. PAUL BONWICK: I don't think your
16 assertion warrants much more discussion from my end on
17 that.

18 MR. RYAN BREEDON: I -- I'm going to
19 suggest to you, sir, that Mr. Muncaster didn't provide
20 you with any information at all.

21 MR. PAUL BONWICK: I'm sure you're
22 going to suggest that because it serves the narrative
23 that you and your law firm are trying to support for
24 the Town of Collingwood. You're just wrong.

25 MR. RYAN BREEDON: Thank you very

1 much, Your Honour. Those are my questions.

2 THE HONOURABLE FRANK MARROCCO: So,
3 I'm going to break for lunch. It gives you a -- a
4 break and -- and gives us all a break.

5 You have the opportunity to clear up
6 anything which you will feel has become confused.
7 It's on -- because typically if you were represented,
8 your lawyer would be able to re-examine you and would
9 be able to take you to portions of the evidence that
10 he or she thought had become confused, so that you
11 could clarify. It -- it's not -- it's limited, in
12 other words, to that sort of thing.

13 It's not an opportunity to advance a
14 new position, for example, because nobody would have
15 had the opportunity to question you about it because
16 they're hearing -- they're hearing from it at the end.

17 So -- so that's the nature of the -- of
18 the opportunity and so what I'll let you do is simply
19 speak rather than -- because you're -- you're
20 representing yourself. There's no one to ask you the
21 questions.

22 So typically what you would do is
23 reflect on any aspects of your testimony that you
24 think have become confused or -- or -- as a result of
25 the cross-examination, and clarify it.

1 Is -- is that --

2 MR. PAUL BONWICK: It is.

3 THE HONOURABLE FRANK MARROCCO: --
4 clear?

5 MR. PAUL BONWICK: It is. I had a
6 question related to this, and you've -- you've given
7 me some -- some help in that regard.

8 THE HONOURABLE FRANK MARROCCO: What
9 was the question?

10 MR. PAUL BONWICK: My question was: if
11 -- if, in fact, I had a lawyer here and that lawyer --
12 typically they're the one -- in my experience, the
13 lawyer representing the witness or the participant, is
14 the one that gets to go last. So you're providing me
15 that opportunity as well.

16 THE HONOURABLE FRANK MARROCCO: Right.
17 That's right.

18 MR. PAUL BONWICK: But in my
19 experience, when -- the lawyer representing the
20 participant not only has the ability to revisit
21 matters that have been brought up, but they also have
22 the ability to question the witness in other areas
23 that they think would provide value. Is -- is that
24 not --

25 THE HONOURABLE FRANK MARROCCO: No. I

1 think when Mr. Chen -- no. You -- you can't get into
2 other areas that have not been brought up, because
3 that would mean everybody -- I'd have -- that would
4 mean that none of the people who cross-examined you
5 had an opportunity to cross-examine you on that
6 assertion because they're hearing it for the first
7 time, so it would be unfair in that sense.

8 It's restricted to matters that have
9 become -- as a result of the questioning, have become
10 confused, have become -- are unclear. If -- if in the
11 course of testifying you think some aspect of what you
12 said has become unclear, distorted, or whatever, I'm
13 giving you the opportunity then to say, look, this is
14 what -- this is what I said, this is what I meant.

15 But -- but it's not an opportunity to
16 make closing submissions because you'll have that
17 opportunity later on, and it's not an opportunity to
18 get into new areas because absolutely that would --
19 that would -- that's not what it's for. So it's
20 limited. It --

21 MR. PAUL BONWICK: I understand that.
22 I just -- and obviously you're the judge and I'm
23 providing testimony.

24 THE HONOURABLE FRANK MARROCCO: No.
25 If -- if one (1) of the lawyers tried to do that on

1 re-examination and there was an objection, I would put
2 a stop to it.

3 MR. PAUL BONWICK: Okay. I -- that's
4 fine, I mean --

5 THE HONOURABLE FRANK MARROCCO: And --
6 and, in fact, I might put a stop to it whether there
7 was an objection or not. I -- and I -- I -- I would
8 do that to say that's not proper re-examination. And
9 since I'm in that situation when I'm advancing it, I'm
10 going to agree with myself.

11 MR. PAUL BONWICK: Right. Tough to
12 argue in that realm.

13 This isn't re-cross-examination though.
14 This is me being cross-examined by my lawyer. That
15 was my point and that's why I would have been able --
16 I was under the impression I would be able to, had I
17 had a lawyer there, say, you know, Mr. Bonwick, do you
18 think there was a fundamental question that was missed
19 here in terms of how you're dealing with
20 confidentiality. I would --

21 THE HONOURABLE FRANK MARROCCO: Well -
22 - well, I think -- I think in that situation, if you
23 think that the manner in which you dealt with
24 confidentiality has become -- is not clear, has become
25 confused as a result of the questioning, you're

1 entitled to clear it up.

2 MR. PAUL BONWICK: Thank you. You'll,
3 I'm sure, shut me down if I'm going somewhere I
4 shouldn't.

5 THE HONOURABLE FRANK MARROCCO: No,
6 no. I -- I -- I will try not to actually.

7 MR. PAUL BONWICK: You've been very
8 generous in that regard. I was making light.

9 THE HONOURABLE FRANK MARROCCO: No,
10 no. I -- I wasn't taking it the wrong way, but -- but
11 I will try not to interrupt so that you get the
12 opportunity to explain the matters you want to
13 explain.

14 MR. PAUL BONWICK: Thank you.

15

16 --- Upon recessing at 12:50 p.m.

17 --- Upon resuming at 1:54 p.m.

18

19 THE HONOURABLE FRANK MARROCCO: Mr.
20 Bonwick, before you start, I was thinking about our
21 exchange at the end, and I think you may be right,
22 actually. I was reflecting back on the opportunity
23 Mr. Fryer had to -- to respond, in effect.

24 So, I don't want you to -- I don't want
25 you to delete anything out of your original remarks,

1 it's not necessary. And if you need a few minutes to
2 put something back in that you took out as a result of
3 the exchange, I'm happy to give it to you now before
4 you get started.

5 But -- but I think, upon reflection,
6 you were right, actually, that -- that the way I was
7 approaching it would be unduly restrictive given the
8 way we approached Mr. Fryer's evidence, so.

9 MR. PAUL BONWICK: Thank you, Your
10 Honour. Could I have two (2) minutes?

11 THE HONOURABLE FRANK MARROCCO: Sure.

12

13 --- Upon recessing at 1:55 p.m.

14 --- Upon resuming at 1:57 p.m.

15

16 THE HONOURABLE FRANK MARROCCO: Go
17 ahead, Mr. Bonwick.

18 MR. PAUL BONWICK: Thank you, Your
19 Honour, for that break.

20

21 PAUL BONWICK, TESTIFIES:

22 MR. PAUL BONWICK: Excuse me. Had I
23 been sitting over there and questioning me -- so this
24 is kind of going to be a bit of humourous in terms of
25 the third party side of it.

1 But the first thing that I would have
2 raised -- the first matter I would raise as a result
3 of the questioning from the various lawyers centers
4 around sensitivity of information, confidential
5 nature, and disclosure, if I can sort of wrap it up in
6 -- in one (1) big bundle like that.

7 The -- the overreaching theme -- and as
8 has been demonstrated in my response to that would be
9 the overreaching theme that's been demonstrated
10 through numerous correspondence by way of testimony
11 from Mr. Bentz, Mr. Glicksman, there is clear evidence
12 that there was full disclosure made.

13 While it remains -- the question
14 remains, what level of disclosure was provided to the
15 city clerk, Ms. Almas, during my meeting. Excuse me.
16 She has one (1) recollection of the conversation, I
17 have another. Her testimony recognizes that she
18 doesn't re -- she didn't include in her notes all the
19 parts of the conversation.

20 And through cross-examination by me, I
21 could not say with absolutely certainty that I used
22 the word 'Collus' as part of my disclosure. I felt
23 very comfortable in talking about that full disclosure
24 had been made, but there seemed to be some sort of
25 special focus on was the word 'Collus' actually used

1 in that particular -- in that disclosure meeting.

2 You've heard my testimony in terms of
3 it's the elephant in the room. It could be the only
4 thing we were talking about, but I follow up with the
5 email where I state in the email -- and in the
6 interest of timing, you've seen it enough times, as
7 have I.

8 In the interest of timing,
9 paraphrasing, I used the term that I provided full
10 disclosure and that I addressed the matter of conflict
11 of interest for the mayor as a result of me being
12 engaged by PowerStre -- PowerStream and being her
13 sibling.

14 The record shows both by Ms. Almas, Mr.
15 Bentz, and Mr. Glicksman that everybody had to --
16 seemed satisfied with that or, if they weren't
17 satisfied with that, they chose not to follow up.

18 And so, my position would be how could
19 I, under any circumstance, feel that I hadn't done
20 what I'm stating I did if somebody that's attached to
21 that email doesn't say, well, what do you mean by full
22 disclosure, did you mention Collus.

23 I would respond, as well, by saying,
24 hindsight being 20/20 and lesson learned, the way to
25 get around verbal disclosures is to actually walk in,

1 and staff or elected officials or Board members don't
2 necessarily have to see the monetary section of an
3 agreement, so I would argue that that's not relevant
4 to any of the parties other than me and PowerStream.

5 There was certainly an opportunity to
6 say here it is. And so -- but beyond that at that
7 time, it is my opinion, and I think all the evidence
8 would support, that full disclosure had been made and,
9 if it hadn't, nobody raised the issue until eight (8)
10 years later.

11 I think evidence further supports that,
12 depending on which part of the testimony used from Ms.
13 Wingrove, that there was a meeting that took place and
14 the meeting was about LDCs, generally speaking,
15 consolidation, and -- and that's been identified, as
16 well.

17 And while that wasn't part of the
18 disclosure aspects within the agreement, it was me
19 being proactive with the CAO. That never had to take
20 place. It wasn't a condition of the contract. And it
21 wasn't something, quite frankly, that came up in -- in
22 a specific form of a request.

23 Going to the disclosure again which has
24 been talked about at length this morning and over the
25 last couple of days, it was also my suggestion to the

1 PowerStream team and, more specifically, Mr. Bentz,
2 that he in fact, or that the mayor, host a meeting
3 with me not participating.

4 And my rationale behind that was it may
5 make some people that are sitting in that meeting
6 uncomfortable to share their opinions about whether or
7 not I should or shouldn't be involved with PowerStream
8 specifically with any potential Collus transaction.

9 That meeting took place. We've heard
10 evidence from Mr. Bentz that it's certainly his
11 understanding that full disclosure did take place,
12 that they spoke about the fact that Paul Bonwick would
13 be involved and that Paul Bonwick would be helping.

14 And while all I can rely on is the
15 testimony of Mr. Bentz and subse -- and the followup
16 that took place that afternoon out on the golf course
17 and the feedback that I received from Mr. Houghton,
18 once he had spoken with his chairperson, Mr.
19 Muncaster, the only message that I could have received
20 based on what we've heard and what we know is that,
21 not only full disclosure had taken place, but there
22 was positive feedback to some degree as it related to
23 either a local business having to make a living or
24 whether it be my involvement may only provide an
25 opportunity for greater value for the municipality if

1 in fact PowerStream understands the various nuances.

2 And that's sort of what I took out of
3 that. So, we've had these various levels of
4 disclosure. And we seem to get preoccupied, and I'm
5 not sure why, but my response would be about the Lloyd
6 incident.

7 I would say it's unfortunate that that
8 even took place. If I had have had a more clear
9 understanding from Mr. Bentz in terms of what his
10 expectations were as it related to engaging the clerk,
11 fast-forward, we would have done exactly what we -- or
12 I would have done exactly what I did, and that was to
13 set up the meeting and subsequently meet with Ms.
14 Almas.

15 If it was not my misunderstanding, but
16 it was Mr. Bentz who didn't communicate his needs,
17 that's never going to be realized by this Inquiry
18 other than the fact that I took a step that I felt
19 addressed the issue more on a generic level than it
20 did on a micro level specific to me.

21 But move it aside entirely, the
22 relevance is the meeting with the clerk, the meeting
23 with the CAO, the meeting that took place with the
24 mayor of Barrie, the CEO, and all those participants
25 in the room, the fact that -- and the mayor perhaps

1 didn't understand every word in the thing. I -- I
2 don't know and I can't speak to that.

3 But clearly, I had brought this matter
4 forward to her. I had disclosed that this was
5 underway. Clearly, there was a requirement to get
6 something in writing. I drafted it to the best of my
7 ability to incorporate everything that had been
8 discussed and what PowerStream expected to be
9 discussed.

10 I give them the draft. They vet it or
11 Mr. Nolan vets it or perhaps more than one (1) person
12 vets it and comes back and says it's fine. We then
13 give it to the mayor. The mayor signs it.

14 And, again, I -- I'm not suggesting
15 this is semantics, but we seem to get a preoccupation
16 with discussing, should future events unfold, the
17 disclosure, in my mind, is the disclosure and the only
18 future events that would be relevant from the mayor
19 would obviously be PowerStream getting involved with
20 the LDC.

21 I was perhaps a little fickle yesterday
22 when I suggested they're not in the business of buying
23 libraries or parks or museums. But the reality is
24 they only have one (1) focus in the Town of
25 Collingwood, and that would have been the acquisition

1 of the LDC.

2 So, to me, the disclosure side of it
3 has been well addressed. And I hope I'm not -- I'm
4 hoping I've covered it off in such a way as it's not
5 my closing argument but rather addressing something
6 that has come up time and time again with various
7 lawyers questioning me.

8 There is then the matter of the
9 confidential nature of the information that I
10 collected and forwarded on to PowerStream. If I were
11 me standing at the podium there asking the question
12 about des -- des -- describe the -- describe the
13 environment to the best of your ability, we've heard
14 numerous descriptions of the environment, the small
15 town, people working together, strong relationships.

16 So, I put that in sort of one (1)
17 pocket and say it was a -- I would say a relaxed,
18 trusting environment. The second pocket that I would
19 put forward is it was my opinion and I believe the
20 pinion -- the opinion of others that PowerStream was
21 view in a very positive light.

22 And the last piece or pocket that I
23 would identify is we've heard testimony related to the
24 sensitivity and confidentiality aspects of this not
25 only through various cross-examinations that take

1 place with me over the last couple of days, but we've
2 heard it from Mr. Houghton.

3 We've heard it from former Mayor
4 Cooper. We've heard it from all the ST -- the
5 committee members that participated in that process.
6 And there seemed to be, in my opinion, assessing it
7 back then, a lack of attention brought to the matter
8 relating to what's confidential and what's not
9 confidential and the importance, understanding that
10 Council and staff have varying levels of understanding
11 of those aspects.

12 I could reflect when -- when I was
13 elected in Parliament, they spend three (3) days
14 drumming it into your head what you're able to do and
15 what you're not able to do. And I look at an agenda,
16 and with all due respect to Mr. Longo, he was dictated
17 a -- one narrow time band in teaching Council, I think
18 he got allocated to half an hour in a one-day seminar,
19 a strategic planning exercise, whatever it was, to
20 talk about confidentiality and the Municipal Conflict
21 of Interest Act.

22 We've heard testimony that there was
23 very little if any discussion or reference about the
24 importance of confidentiality at the beginning of
25 every task team. Knowing what we know now, one would

1 argue that you might have at the very least had the
2 clerk come in and respectfully read everyone the riot
3 act or the -- Collus' or the Town's lawyer come in and
4 talk about the importance of confidentiality as it
5 relates to the integrity of the overall process. But
6 that didn't happen.

7 I've been cross-examined about
8 PowerStream not raising the issue with me as
9 information continued to be brought to their
10 attention, again whether it was in phone call or
11 email.

12 One of the points that I think is quite
13 relevant from all of our perspectives is the fact that
14 I was never provided a copy of the NDA the Town signed
15 with PowerStream, and I assume it's the same one.
16 There are typically two (2) signatories to it.

17 And PowerStream never, as part of my
18 documentation, said here's your NDA, here's your
19 agreement and here's the -- at some point here's the
20 NDA that we signed with the Municipality, please know
21 that as our consultant or agent, whichever one you
22 want to refer to, you're bound by the same terms as
23 that.

24 The -- specific to where the
25 information came from, I won't go into the history of

1 the fact that it's eight (8) years old, everybody
2 understands that, but in Mr. Breedon's cross-
3 examination he took us down a path where at the
4 conclusion of his cross-examination he suggested that
5 because Mr. -- sorry, Mr. Muncaster was a highly-
6 respected private executive, iconic in the Canadian
7 economy, that he gives his opinion and it goes into
8 the Court book or the transcript that in fact he
9 suggests nothing like that would have taken place.

10 And so the only inference to that is
11 I'm not telling the truth, the meeting that took
12 place, nobody is arguing that it didn't take place,
13 the meeting that took place, common sense prevails
14 again, would we have spent forty-five (45) minutes,
15 half an hour, an hour talking about things unrelated
16 to the LDC or the elephant in the room, that's the
17 only thing that could have been discussed.

18 And as much as I'm very respectful of
19 Mr. Muncaster's legacy, he sounds -- for the short
20 period that I knew him, he did nothing but impress me
21 with regards to his integrity, his knowledge. I think
22 Collingwood was fortunate to have him for as long as
23 they did.

24 But at the end of the day, Mr. Breedon
25 doesn't for a moment take into consideration that I've

1 been active in this community since the age of 21 or
2 22 in various volunteer and political positions
3 representing the area for a number of years in
4 Canada's Parliament, sitting at the Cabinet table,
5 operating various businesses.

6 One would hope that people would feel
7 that irrespective of what I'm trying to do to make
8 money within my businesses, that I always have the
9 best interests of the community at heart.

10 And so for him to read into the record
11 that I was somehow misleading, based on Mr. -- the
12 meeting with Mr. Muncaster, quite frankly, I don't
13 think that that was reasonable and shouldn't, quite
14 frankly, have been allowed.

15 We've had significant cross-examination
16 related to the solar attic vent. And I'd like to
17 break my response up to that into two (2) pieces.

18 We've heard testimony again from a
19 multitude of different witnesses. I've been cross-
20 examined over it -- over the last couple of days,
21 specific to this matter and the first point I would
22 make is the purpose of the Inquiry, as I understood
23 it, is to determine was -- was the process fair? Did
24 the process run in a manner that it should have?

25 And if it didn't let's identify that

1 the weaknesses that were involved in the process so
2 that we can avoid those things from happening again.

3 As part of that, the -- I think it
4 would be reasonable to state that while the -- the
5 alliance that was created between Collus and
6 PowerStream did create a positive flavour to the
7 overall proposal that PowerStream put in, I would
8 suggest that anybody would be naive enough to think
9 that the solar attic vent somehow was the critical
10 piece of the puzzle that allowed Collus to score 40 or
11 50 percent higher than just about everybody else, and
12 causes them to throw an extra almost \$3 million to
13 their next closest one short of Hydro One.

14 So the amount of time that's been spent
15 on this solar vent in my mind is disproportionate to
16 the effect. And I would answer that question if
17 somebody had of answered -- asked me it during the
18 last couple of days of cross-examination.

19 The issue specific to me being -- my
20 company being paid for the distribution of the solar
21 attic vent and, more specifically, Mr. Houghton's
22 involvement in that, and I think Ms. McGrann quite
23 frankly did a good job at walking through
24 chronologically dealing with each email at a time. I
25 can't be more clear in terms of it was my intention,

1 and if situations unfolded differently I would have
2 continued to pursue it, it was always my intention to
3 try and get Mr. Houghton out of his current
4 environment and into mine.

5 And I've said it on the record before
6 and I'll say it again, he continued to not accept
7 those -- those offers of encouragement irrespective of
8 how I tried to capture it.

9 There's been a lot of discussion around
10 -- through cross-examination related to information
11 specific to the quality a bit, and I would say that's
12 the second most important part, and I hope I'm not
13 taking too long in addressing these things.

14 THE HONOURABLE FRANK MARROCCO: No.

15 MR. PAUL BONWICK: But in some of this
16 questioning that's gone over -- on over the last two
17 days, it would -- you would like to be able to have
18 somebody ask the question what was the most important
19 objective out of this process.

20 And so I think we've heard time and
21 time again that while financial considerations were
22 important, it was a balancing act with what was best
23 in terms of a strategic alliance to build something.

24 And I'm confused by why there is not a
25 lot of questioning about whether or not that was

1 achieved by way of this transaction.

2 The third part, that there doesn't --
3 and I would throw this back -- there doesn't seem to
4 be -- there was no cross-examination on me and so I'm
5 -- I'm a little bit sensitive to go there, but I was -
6 - I would ask the question: Mr. Bonwick, why would
7 you not think you were getting questions about how
8 this matter came into play? How is it that seven (7)
9 years after the fact with all the information we've
10 seen read into evidence for the reports that were done
11 that led to the Inquiry?

12 My response would be I think there
13 needs to be more attention, Mr. Bonwick, to what drove
14 the Inquiry versus the actual situation itself.
15 Because at the end of the day we're spending millions
16 of dollars on a transaction that took place eight (8)
17 years ago.

18 My last point --

19 THE HONOURABLE FRANK MARROCCO: Was --
20 was the point you were just making that you -- you
21 wanted me to understand was that a strategic alliance
22 was achieved, that that was the purpose of it and
23 that's what was achieved?

24 MR. PAUL BONWICK: Yes.

25 THE HONOURABLE FRANK MARROCCO: All

1 right.

2 MR. PAUL BONWICK: And one that, for a
3 period of time, seemed to be a very positive thing.

4 THE HONOURABLE FRANK MARROCCO: Right.

5 MR. PAUL BONWICK: The -- I had one
6 last point I wanted to --

7 THE HONOURABLE FRANK MARROCCO: I'll
8 give you a minute or two (2) to read your notes. Take
9 your time.

10 MR. PAUL BONWICK: Thank you.

11 I -- I'll close off with this. I had
12 words written by cross-examination by Mr. McDowell,
13 and he used the term -- was it like -- and I could
14 bring up the transcript but I'm only interested in two
15 words. I think he compared it to the wild west, if
16 you'll recall him saying that or not.

17 And it would speak to a lot of the
18 cross-examination that's taken place. Did you not --
19 I was asked on a regular basis did you not feel that
20 you were being provided information that was
21 sensitive? Did you not feel that you shouldn't be
22 passing this information along?

23 And I think we've -- we've addressed
24 much of that. But the questions that weren't asked to
25 me are: What were the rules governing your actions?

1 What -- what code of conduct for the Municipality?
2 What is in the Municipal Act to address consultants or
3 agents that are working on behalf of corporations as
4 they engage with municipal or -- municipal governments
5 or corporations owned by municipal governments?

6 And I was -- I've been surprised
7 throughout the process that that question doesn't get
8 asked.

9 And so while I'm not going to
10 completely agree with Mr. McDowell's description, I
11 think we need to understand the environment at that
12 point in time.

13 And I think that lends itself not only
14 to -- not that it gives me latitude to act without
15 concern for what's right and what's wrong, but because
16 these -- the level of regulation and control, and I
17 think this community has made significant
18 advancements, maybe not far enough yet, but because
19 those don't exist, elected officials and staff aren't
20 as sensitive to the issues of sharing communications
21 or having open discussions.

22 And I think that's fair whether it's a
23 small town or larger city, but certainly in a smaller
24 community if we don't have a set of regulations that
25 govern the interactions of private consultants with

1 government, then nobody has a -- an understanding of
2 beyond what's right and what's wrong in your own moral
3 compass how you should be getting information, how you
4 should be reporting information, whether or not you
5 should be filing a receipt that you take three people
6 to a golf course and spend eight hundred dollars
7 (\$800) on the day or six hundred dollars (\$600) on the
8 day.

9 Those things didn't exist. And so you
10 know, there's been discussion about the golf thing as
11 well, so I think I will just close out with -- with
12 those remarks and -- unless you have any questions
13 about my earlier cross-examination.

14 THE HONOURABLE FRANK MARROCCO: No,
15 no, I'm -- I'm -- I don't have any questions.

16 Any concluding examination?

17 MS. KATE MCGRANN: No.

18 THE HONOURABLE FRANK MARROCCO: Thank
19 you, Mr. Bonwick.

20 MR. PAUL BONWICK: Thank you.

21

22 (WITNESS STANDS DOWN)

23

24 THE HONOURABLE FRANK MARROCCO: Who's
25 the next witness?

1 MR. JOHN MATHER: The next witness is
2 Shirley Houghton.

3 THE HONOURABLE FRANK MARROCCO: And
4 for the benefit of everybody, that will be the last
5 witness for today. We weren't sure how long this
6 would take, so.

7 MR. PAUL BONWICK: Sorry, Your Honour,
8 in fairness to the counsel for the Inquiry, once you
9 gave me clear direction, I realized I could condense
10 this thing in a much more favourable fashion.

11 I, in fairness, suggested to Mr. Mather
12 that I could be upwards of an hour or more, and
13 obviously that was not the case.

14 THE HONOURABLE FRANK MARROCCO: All
15 right, that's fine. Thank you.

16

17 SHIRLEY HOUGHTON, Sworn

18

19 THE HONOURABLE FRANK MARROCCO: Ms.
20 Houghton, the microphone doesn't have a very broad
21 range, so please try to speak into it so that we can
22 get the transcript of everything.

23

24 EXAMINATION IN-CHIEF BY MR. JOHN MATHER:

25 MR. JOHN MATHER: Good afternoon, Ms.

1 Houghton. You've provided an affidavit to the
2 Inquiry?

3 MS. SHIRLEY HOUGHTON: I have.

4 MR. JOHN MATHER: Can we please pull
5 up AFF10? Can you just confirm that this is the
6 affidavit that you've provided?

7 MS. SHIRLEY HOUGHTON: I do.

8 MR. JOHN MATHER: And I understand
9 from your counsel, there are some corrections that you
10 would like to make to the affidavit.

11 Is that correct?

12 MS. SHIRLEY HOUGHTON: Yes. I believe
13 it was on -- on my number 9.

14 MR. JOHN MATHER: Could we go to
15 paragraph 9, please.

16

17 (BRIEF PAUSE)

18

19 MS. SHIRLEY HOUGHTON: The number is
20 transposed.

21 MR. JOHN MATHER: Which number?

22 MS. SHIRLEY HOUGHTON: The deposit
23 number, nineteen five thirty (19,530). It should be
24 nineteen three-fifty (19,350), as noted right below
25 it.

1 MR. JOHN MATHER: Right. So if we
2 scroll down to paragraph 13, we see that there's the
3 nineteen three-fifty (19,350) number there.

4 Is that what you're saying, is that
5 number should be the same?

6 MS. SHIRLEY HOUGHTON: Yes, if you go
7 up.

8 MR. JOHN MATHER: Yeah. So the number
9 in paragraph 9, or the number paragraph 13 is the
10 right number? Which one is the right number?

11 MS. SHIRLEY HOUGHTON: Nineteen three-
12 fifty (19,350).

13 MR. JOHN MATHER: Okay. Great.

14 THE HONOURABLE FRANK MARROCCO: So
15 then -- so then we'll change the number on number 9 to
16 nineteen three-fifty (19,350)? That's the change you
17 want to make?

18 MS. SHIRLEY HOUGHTON: Correct.

19 THE HONOURABLE FRANK MARROCCO: Okay.

20

21 CONTINUED BY MR. JOHN MATHER:

22 MR. JOHN MATHER: Any other changes?

23 MS. SHIRLEY HOUGHTON: On line number
24 13.

25 MR. JOHN MATHER: Go ahead.

1 MS. SHIRLEY HOUGHTON: Mr. Bonwick
2 rented our place November and December of '11, and
3 April and May of '11 -- '12.

4 MR. JOHN MATHER: That's the --
5 another change you'd like to make?

6 MS. SHIRLEY HOUGHTON: Yes, please.

7 MR. JOHN MATHER: Are there any other
8 changes you'd like to make at this time?

9 MS. SHIRLEY HOUGHTON: Not that I'm
10 aware of.

11 MR. JOHN MATHER: Other than those
12 changes you have identified, do you confirm that your
13 affidavit is accurate, to the best of your ability?

14 MS. SHIRLEY HOUGHTON: Yes.

15 MR. JOHN MATHER: So if we could
16 scroll up to the top of the affidavit, I'm just going
17 to do a brief summary, set out what you've spoken
18 about in your affidavit.

19 The first section, you speak about the
20 work you did for Compenso Communications in 2011,
21 2012. So if we could scroll down. And then if we
22 head to paragraph 11, you also set out your evidence
23 with respect to the -- the cheque you received in
24 October 2011 in the amount of nineteen thousand three
25 hundred and fifty dollars (\$19,350).

1 And if we keep scrolling down, you
2 provide your evidence on your knowledge of the Collus
3 sale and RFP process, and finally, your knowledge with
4 respect to the solar attic vents and International
5 Solar Solutions.

6 In addition to these areas, we have a
7 few additional questions for you this afternoon, Ms.
8 Houghton. So if we could go to paragraph 3 of your
9 affidavit.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So in paragraph 3,
14 you discuss that you began working for Compenso in
15 January, 2011.

16 At that point in time, did you have any
17 other form of employment?

18 MS. SHIRLEY HOUGHTON: The three (3)
19 years previous to that, I was working as a supply
20 secretary at Jean Vanier High School.

21 MR. JOHN MATHER: And did you continue
22 acting as a supply secretary while you worked for
23 Compenso Communications?

24 MS. SHIRLEY HOUGHTON: No I did not.

25 MR. JOHN MATHER: Prior to being a

1 supply secretary, what was your work experience?

2 MS. SHIRLEY HOUGHTON: I had thirty
3 (30) years of continuous employment.

4 MR. JOHN MATHER: I don't need
5 details, but can you just give a general sense of what
6 the nature of your employment was?

7 MS. SHIRLEY HOUGHTON: For fifteen
8 (15) years, I worked at Pilkington, and then six (6)
9 years at the Catholic School Board in Barrie.

10 MR. JOHN MATHER: And what were your
11 roles at those companies -- or the school board?

12 MS. SHIRLEY HOUGHTON: It was -- it
13 was payroll at Pilkington.

14 MR. JOHN MATHER: And -- and at the
15 Catholic School Board?

16 MS. SHIRLEY HOUGHTON: It was payroll
17 and benefits administrator.

18 MR. JOHN MATHER: So if we --

19 MS. SHIRLEY HOUGHTON: And then I went
20 back to Pilkington for I believe another eight (8)
21 years after that.

22 MR. JOHN MATHER: Thank you. So if we
23 scroll down to paragraph 5 of your affidavit, you talk
24 about that on January 19th, 2011, Mr. Bonwick sent you
25 a proposal he'd prepared for PowerStream for your

1 review. And you say in the last sentence of that
2 paragraph that you do not know why he asked me to
3 review the proposal.

4 Was this the first time that Mr.
5 Bonwick had asked you to review anything in relation
6 to his business?

7 MS. SHIRLEY HOUGHTON: Yes.

8 MR. JOHN MATHER: So if we go to
9 Exhibit A on -- which is on page 5 of the affidavit.
10 And this is the email in which he sends you the
11 proposal?

12 MS. SHIRLEY HOUGHTON: Correct.

13 MR. JOHN MATHER: If we -- and if we
14 scroll down, all Mr. Bonwick says in his email to you
15 is, "Please -- please print and comment."

16 Other than what's in the email, did he
17 say anything else to you before he sent you the
18 proposal?

19 MS. SHIRLEY HOUGHTON: No.

20 MR. JOHN MATHER: Were you surprised
21 that he sent you the email?

22 MS. SHIRLEY HOUGHTON: Yes, I was.

23 MR. JOHN MATHER: After you received
24 it, did you speak with Mr. Bonwick about why he sent
25 it to you?

1 MS. SHIRLEY HOUGHTON: Yes. I called
2 him and asked him why he sent this to me.

3 MR. JOHN MATHER: And what do you
4 recall about that conversation?

5 MS. SHIRLEY HOUGHTON: I said, Hey,
6 Paul, it's Shirley. I just received a document on my
7 computer, I think you've sent it to me in error.

8 MR. JOHN MATHER: And what you
9 remember he said -- said in response?

10 MS. SHIRLEY HOUGHTON: He -- he said,
11 Sorry about that, but while I've got you on the line,
12 would you mind taking a look at it for me?

13 MR. JOHN MATHER: Did he say anything
14 else?

15 MS. SHIRLEY HOUGHTON: Not that I
16 recall.

17 MR. JOHN MATHER: Did he give you any
18 indication of what the scope of the review he wanted
19 you to undertake was?

20 MS. SHIRLEY HOUGHTON: I took it to be
21 like a grammar -- grammatical review.

22 MR. JOHN MATHER: Did you confirm that
23 with him?

24 MS. SHIRLEY HOUGHTON: No, but I don't
25 know why else he would be asking me to look at it.

1 MR. JOHN MATHER: Is there anything
2 else you can remember about that conversation?

3 MS. SHIRLEY HOUGHTON: No.

4 MR. JOHN MATHER: Did he offer to pay
5 you for that work at that point in time?

6 MS. SHIRLEY HOUGHTON: No.

7 MR. JOHN MATHER: Do you know if he
8 ever paid you for that work?

9 MS. SHIRLEY HOUGHTON: No, I don't
10 believe so.

11 MR. JOHN MATHER: You didn't submit an
12 invoice for it?

13 MS. SHIRLEY HOUGHTON: No.

14 MR. JOHN MATHER: Mr. Bonwick has
15 testified at the Inquiry, and one (1) of the things he
16 recalls is he said he recalled speaking with you about
17 your work history at a social gathering at some point
18 prior to him sending you this proposal.

19 Do you recall any conversations along
20 those lines?

21 MS. SHIRLEY HOUGHTON: I remember him
22 saying, you know, what are you up to now that you've
23 retired, or where are you working now? Are you
24 working? Things along that line, but nothing --
25 nothing that went into any big conversation.

1 MR. JOHN MATHER: You were meant -- so
2 I take it from that answer, you recall having a
3 conversation along those lines with him?

4 MS. SHIRLEY HOUGHTON: Yes.

5 MR. JOHN MATHER: And prior to him
6 sending you this email, had he ever sent you anything
7 like this before for review and comment?

8 MS. SHIRLEY HOUGHTON: No.

9 MR. JOHN MATHER: And during your
10 conversation that -- that you recall when he asked you
11 about your work history, did he in that conversation
12 ask if you were interested in any part-time work or
13 any form of employment?

14 MS. SHIRLEY HOUGHTON: Sorry, can -- I
15 can't hear you.

16 MR. JOHN MATHER: Sorry. You -- we --
17 we were discussing a conversation you recall having
18 with Mr. Bonwick, in which he inquired about your work
19 history.

20 As part of that conversation, did he
21 ask you if you would be interested in doing work for
22 him?

23 MS. SHIRLEY HOUGHTON: Not that I
24 recall.

25 MR. JOHN MATHER: So we see in this

1 email here that you forwarded Mr. Bonwick's email to
2 your husband, Mr. Houghton. Did you then have a
3 conversation with Mr. Houghton about this?

4 MS. SHIRLEY HOUGHTON: No, I didn't
5 have a conversation with him. I said, There's an
6 email on my computer from Paul.

7 MR. JOHN MATHER: And where were you
8 when you said that to him?

9 MS. SHIRLEY HOUGHTON: Probably -- it
10 was late at night when I sent it to him.

11 MR. JOHN MATHER: And so you said that
12 to Mr. Houghton. Did he say anything to you in
13 response?

14 MS. SHIRLEY HOUGHTON: I think he
15 said, Can you send it to me?

16 MR. JOHN MATHER: And I take it, then,
17 that this is you sending it on to him?

18 MS. SHIRLEY HOUGHTON: M-hm.

19 MR. JOHN MATHER: Did you and Mr.
20 Houghton have any further discussion about why Mr.
21 Bonwick had sent you this proposal?

22 MS. SHIRLEY HOUGHTON: No.

23 MR. JOHN MATHER: Did you speak to Mr.
24 Houghton about the conversation you'd had with Mr.
25 Bonwick subsequently, where he had -- where he said, I

1 must -- I may have sent it in error, but I'd like you
2 to review it?

3 MS. SHIRLEY HOUGHTON: I don't recall.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: If we go to
8 paragraph 8 of your affidavit.

9 THE HONOURABLE FRANK MARROCCO: Just
10 before you do that, I -- I don't know that -- you said
11 to Mr. Bonwick that he had -- he must have sent it to
12 you in error, and he said Sorry about that?

13 MS. SHIRLEY HOUGHTON: Yes.

14 THE HONOURABLE FRANK MARROCCO: All
15 right. And did -- did take from that -- what did you
16 take -- did you take from that that it had been
17 intended for Mr. Houghton?

18 MS. SHIRLEY HOUGHTON: I didn't take
19 any intention from it.

20 THE HONOURABLE FRANK MARROCCO: All
21 right.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: To paragraph 8 of
25 your affidavit -- sorry, paragraph 15.

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So paragraph 15 of
4 your affidavit, you indicate that you first became
5 aware of a potential Collus sale at a public
6 information session about the RFP process that took
7 place on November 21st, 2011. Is that correct?

8 MS. SHIRLEY HOUGHTON: Yes.

9 MR. JOHN MATHER: I appreciate you
10 haven't been at the Inquiry hearings, but the evidence
11 before the Inquiry has been that at this point in
12 time, November 21st, 2011, Mr. Bonwick had been
13 involved in the potential sale for quite a period of
14 time up until that point.

15 Did he never raise that with you?

16 MS. SHIRLEY HOUGHTON: No, he did not.

17 MR. JOHN MATHER: At a general level,
18 did you and Mr. Houghton discuss his business or his
19 work?

20 MS. SHIRLEY HOUGHTON: We don't
21 discuss anything about Collus.

22 MR. JOHN MATHER: Was there a reason
23 you never discussed anything about Collus?

24 MS. SHIRLEY HOUGHTON: 'Cause it's
25 none of my business.

1 MR. JOHN MATHER: Is -- why did you
2 think it was none of your business?

3 MS. SHIRLEY HOUGHTON: Because that's
4 his work and that's confidential.

5 MR. JOHN MATHER: Is that something he
6 had ever expressed to you?

7 MS. SHIRLEY HOUGHTON: My husband?

8 MR. JOHN MATHER: Yes.

9 MS. SHIRLEY HOUGHTON: Yes.

10 MR. JOHN MATHER: What can you tell me
11 about how he expressed that to you?

12 MS. SHIRLEY HOUGHTON: I never really
13 asked him anything about it, so I would usually just
14 wait to hear -- if something's in the media, then I
15 might ask him a question.

16 MR. JOHN MATHER: So, if something was
17 in the media about Collus, that might lead you to ask
18 him a question?

19 MS. SHIRLEY HOUGHTON: I might ask
20 him, yes.

21 MR. JOHN MATHER: And I understood
22 from your earlier answers that you had a sense from
23 Mr. Houghton that he wasn't in a position to talk to
24 about his work because of confidentiality, and I was
25 wondering how you formed that impression.

1 MS. SHIRLEY HOUGHTON: Well, he was
2 the head of the Utility and I don't think I would want
3 to know something before the rest of the people that
4 he works with would know anything.

5 MR. JOHN MATHER: So, I take that from
6 your perspective. I'm wondering did he say anything
7 to you along those lines that you can recall, that I'm
8 not in a position to talk to you about my work?

9 MS. SHIRLEY HOUGHTON: No, I don't
10 think so.

11 MR. JOHN MATHER: Any other reason
12 you had the sense that Mr. Houghton couldn't tell you
13 about his work?

14 MS. SHIRLEY HOUGHTON: No. I just --
15 from the office that he held, I just wouldn't put him
16 in that position.

17 MR. JOHN MATHER: Did it surprise you
18 on November 21st, 2011, to learn that Collus was
19 undergoing an RFP process?

20 MS. SHIRLEY HOUGHTON: I guess I
21 didn't think of it.

22 MR. JOHN MATHER: Prior to November
23 21st, 2011, did you and Houghton have discussions
24 about what his plans for the future were in terms of
25 whether he planned to work for a num -- a number of

1 years, whether he planned to retire?

2 MS. SHIRLEY HOUGHTON: Not in 2011, I
3 don't think so.

4 MR. JOHN MATHER: What was your
5 understanding at that time about what your husband's
6 intentions were in terms of his employment?

7 MS. SHIRLEY HOUGHTON: My husband
8 loved his job and he would still be working right now
9 if things were different.

10 MR. JOHN MATHER: After you found out
11 about the Collus RFP, did you and Mr. Houghton then
12 have discussions about the sale of Collus?

13 MS. SHIRLEY HOUGHTON: I don't believe
14 so.

15 MR. JOHN MATHER: Did you and Mr.
16 Houghton ever have discussions about how a sale of
17 Collus might affect his employment?

18 MS. SHIRLEY HOUGHTON: None that I can
19 think of.

20 MR. JOHN MATHER: Do you recall
21 whether you personally in your own mind had any
22 questions about whether or not the sale might affect
23 what -- his employment, given that there may be a
24 different company that has some involvement in -- in
25 Collus?

1 MS. SHIRLEY HOUGHTON: Can you repeat
2 that, please?

3 MR. JOHN MATHER: Did you ever turn in
4 your own mind to -- did you ever think to yourself
5 whether or not the sale may affect his employment? I
6 appreciate you maybe didn't speak to him about it, but
7 is that something you considered?

8 MS. SHIRLEY HOUGHTON: No, not really.

9 MR. JOHN MATHER: So, Mr. Bonwick has
10 given evidence at the Inquiry that in this time
11 period, 2011, he was looking to convince Mr. Houghton
12 to retire from Collus and join him in business,
13 including in respect of the solar attic vents.

14 Were those conversations you were aware
15 of in 2011?

16 MS. SHIRLEY HOUGHTON: No, I don't
17 think so.

18 MR. JOHN MATHER: And I know you state
19 in your affidavit you weren't aware of any business
20 conversations that may or may not take place between
21 Mr. Bonwick and Mr. Houghton.

22 Did you have any sense at all that they
23 were ever discussing potential business opportunities,
24 either together or Mr. Bonwick proposing things to Mr.
25 Houghton?

1 MS. SHIRLEY HOUGHTON: No.

2 MR. JOHN MATHER: If Mr. Houghton was
3 having discussions with Mr. Bonwick about potential
4 retirement and new opportunities, is that something
5 you think he would have spoken to you about?

6 MS. SHIRLEY HOUGHTON: Yes.

7 MR. JOHN MATHER: What was the nature
8 of your relationship with Joan and Dean Muncaster?

9 MS. SHIRLEY HOUGHTON: I found them
10 both to be lovely people. I know that Ed and Dean
11 spent a lot of time together, and I've seen them at a
12 few social gatherings and I found Joan to be a lovely
13 person, talked to her quite a bit, but I really
14 haven't seen her since her husband has passed away.

15 MR. JOHN MATHER: And -- and then
16 prior to that unfortunate event, would you consider
17 you and Ms. Muncaster to have been friends?

18 MS. SHIRLEY HOUGHTON: A bit more than
19 acquaintances.

20 MR. JOHN MATHER: Would you attend
21 social events with Ms. Muncaster, Mr. Houghton, and
22 Mr. Muncaster?

23 MS. SHIRLEY HOUGHTON: During the
24 '11/'12 time period?

25 MR. JOHN MATHER: Yes.

1 MS. SHIRLEY HOUGHTON: I remember
2 being at one -- one event but I don't recall the date.

3 MR. JOHN MATHER: Prior to the '11/'12
4 period was there more interaction?

5 MS. SHIRLEY HOUGHTON: I think we
6 might have been to dinner with them once and then once
7 at a social event.

8 MR. JOHN MATHER: During these events
9 where you were -- the four (4) of you were together,
10 with Ed and -- sorry, Mr. Houghton and Mr. Muncaster
11 discuss business together?

12 MS. SHIRLEY HOUGHTON: Not that I
13 recall.

14 MR. JOHN MATHER: Could you please
15 pull up TOC249903.1? And scroll to the bottom.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: Go to the bottom of
20 the email chain.

21 So, we can -- we can scroll through
22 this, Ms. Houghton, as -- to make sure you're familiar
23 and comfortable with it. I'll just describe it.

24 It's an email chain, if we scroll up,
25 that --

1 MS. SHIRLEY HOUGHTON: I'm familiar
2 with it.

3 MR. JOHN MATHER: You're familiar with
4 it?

5 So, it's an email chain between you and
6 Ms. Muncaster, mostly talking about vaca -- vacation
7 plans that Ms. Muncaster has, if she'll be in Florida,
8 things along those lines. So if we scroll up -- keep
9 scrolling up.

10 Then we get to an email on November
11 28th, 2012, from Ms. Muncaster to yourself. She's
12 responding to an invitation you made to her about
13 coming and visiting you in Florida, and she talks
14 about some of her other plans. And then at the bottom
15 of the email marked in red, or just before the red, it
16 says:

17 "Oh, by the way, there is a rumour
18 going around Collingwood that Paul
19 Bonwick received \$750,000 for the
20 Collus PowerStream deal! I'm still
21 laughing!! Small town. I wonder
22 what they think I'm doing -- ha ha.
23 Hope it's good."

24 And then if we can scroll up.

25 You then forward that email to Mr.

1 Houghton, and write:

2 "Read the red."

3 MS. SHIRLEY HOUGHTON: M-hm.

4 MR. JOHN MATHER: I take it that the
5 red you're referring to is the text in red in an email
6 below?

7 MS. SHIRLEY HOUGHTON: Yes.

8 MR. JOHN MATHER: And I take it you
9 turned that text from black to red to bring it to Mr.
10 Houghton's attention?

11 MS. SHIRLEY HOUGHTON: I don't think
12 so. I think it came in red.

13 MR. JOHN MATHER: So you think -- your
14 recollection is Joan -- when you received this email
15 from Ms. Muncaster, that text was already in red?

16 MS. SHIRLEY HOUGHTON: Yes.

17 MR. JOHN MATHER: Okay. Why did you
18 send this email to Mr. Houghton at this point in time?

19 MS. SHIRLEY HOUGHTON: I thought he
20 would like to know about a potential rumour.

21 MR. JOHN MATHER: Prior to receiving
22 this email from Ms. Muncaster, had -- were you aware
23 of any other ru -- rumours in -- in relation to the
24 Collus transaction?

25 MS. SHIRLEY HOUGHTON: No.

1 MR. JOHN MATHER: At this point in
2 time, November 2012, the Collus transaction was
3 complete. It -- it closed, to use the legal term, in
4 July 2012.

5 In November 2012, what was your
6 understanding about Mr. Bonwick's involvement in the
7 Collus PowerStream deal?

8

9 (BRIEF PAUSE)

10

11 MS. SHIRLEY HOUGHTON: At what time
12 period?

13 MR. JOHN MATHER: November 2012, so
14 four (4) or so months after the transaction closed.

15 MS. SHIRLEY HOUGHTON: I'm sorry, ca -
16 - can you read the question again?

17 MR. JOHN MATHER: Certainly. What was
18 your understanding at this point in time of what Mr.
19 Bonwick's involvement had been in the Collus and
20 PowerStream deal?

21 MS. SHIRLEY HOUGHTON: I believe I
22 knew he was involved and I -- I really don't know to -
23 - to what extent.

24 MR. JOHN MATHER: When did you first
25 become aware that he was involved?

1 MS. SHIRLEY HOUGHTON: I can't
2 recollect.

3 MR. JOHN MATHER: Can you recall how
4 you became aware he was involved?

5 MS. SHIRLEY HOUGHTON: No.

6 MR. JOHN MATHER: Is it possible Mr.
7 Houghton told you about his involvement?

8 MS. SHIRLEY HOUGHTON: I'd only be
9 guessing if I answered the question.

10 MR. JOHN MATHER: I don't want you to
11 guess, so thank you. After you sent this email to Mr.
12 Houghton what happened?

13 MS. SHIRLEY HOUGHTON: I believe he
14 read it.

15 MR. JOHN MATHER: Did he tell you that
16 he read it?

17 MS. SHIRLEY HOUGHTON: No.

18 MR. JOHN MATHER: Did you have any
19 further conversations with him about what Ms.
20 Muncaster had written?

21 MS. SHIRLEY HOUGHTON: No.

22 MR. JOHN MATHER: Did you have any
23 conversations with him about Mr. Bonwick's involvement
24 in the Collus PowerStream transaction after you
25 received this?

1 MS. SHIRLEY HOUGHTON: Oh, I think I
2 might have said, you know, is this true that he
3 received that amount of money.

4 MR. JOHN MATHER: Do you recall asking
5 him that question?

6 MS. SHIRLEY HOUGHTON: I think I would
7 have asked that question.

8 MR. JOHN MATHER: Do you recall -- it
9 doesn't -- it's not clear to me if you specifically
10 recall asking him the question, but do you recall
11 whether Mr. Houghton ever explained to you whether he
12 did receive this amount of money?

13 MS. SHIRLEY HOUGHTON: I believe Mr.
14 Houghton's thoughts were that's crazy.

15 MR. JOHN MATHER: And when you say you
16 believe, are you recalling having a conversation with
17 him about this?

18 MS. SHIRLEY HOUGHTON: I just re --
19 remember the gist of it, you know.

20 MR. JOHN MATHER: Did he say anything
21 else other than that, That's cray?

22 MS. SHIRLEY HOUGHTON: No.

23 MR. JOHN MATHER: Did you get the
24 sense that this was a piece of information that
25 surprised him?

1 MS. SHIRLEY HOUGHTON: I think he was
2 wondering where the rumours are coming from.

3 MR. JOHN MATHER: Did he say anything
4 to you more about this?

5 MS. SHIRLEY HOUGHTON: No.

6 MR. JOHN MATHER: I have some
7 questions now about Mr. Bonwick's rental of your
8 property in 2011/2012. If we could go to paragraph 11
9 of your affidavit.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: Excuse me.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: So, in this
18 paragraph you describe an interaction you and Mr.
19 Bonwick had in which he inquired whether your property
20 was for rent in the upcoming winter, give or take.

21 In the last sentence of the paragraph
22 you say:

23 "Mr. Bonwick had his own property on
24 the Atlantic coast and said he
25 wanted to try somewhere on the gulf

1 cost."

2 MS. SHIRLEY HOUGHTON: Correct.

3 MR. JOHN MATHER: At that point in
4 time, how did you know that Mr. Bonwick had a property
5 on the Atlantic coast?

6 MS. SHIRLEY HOUGHTON: I've known that
7 Mr. Bonwick has on occasion rented properties on that
8 coast.

9 MR. JOHN MATHER: Did you know whether
10 or not he owned any properties on that coast?

11 MS. SHIRLEY HOUGHTON: I don't believe
12 that I knew that he owned any property over there.

13 MR. JOHN MATHER: At that point in
14 time, was it your understanding that he was a renter
15 or an owner?

16 MS. SHIRLEY HOUGHTON: A renter.

17 MR. JOHN MATHER: And what was the
18 basis of that understanding?

19 MS. SHIRLEY HOUGHTON: I think I just
20 know that he had different locations.

21 MR. JOHN MATHER: So, he was staying
22 in different places from year to year?

23 MS. SHIRLEY HOUGHTON: M-hm. I don't
24 know from year to year, but I just know that he's
25 moved locations.

1 MR. JOHN MATHER: Did you ever stay at
2 any of the properties that Mr. Bonwick rented on the
3 Atlantic coast?

4 MS. SHIRLEY HOUGHTON: I did stay at
5 one (1) with my sister.

6 MR. JOHN MATHER: Do you remember when
7 that was?

8 MS. SHIRLEY HOUGHTON: It was in
9 around 2009.

10 MR. JOHN MATHER: Was that the only
11 time you stayed at one (1) of Mr. Bonwick's
12 properties?

13 MS. SHIRLEY HOUGHTON: Yes.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: Focusing now on this
18 period of time, and I understand now that Mr. Bonwick
19 rented the property, I just want to make sure I have
20 this correct, November and December 2011, and then
21 March, April 2012?

22 MS. SHIRLEY HOUGHTON: April, May.

23 MR. JOHN MATHER: April, May 2012.
24 Thank you. Did you know during those two (2) time
25 periods how often Mr. Bonwick was at your property in

1 Florida?

2 MS. SHIRLEY HOUGHTON: No, I do not.

3 MR. JOHN MATHER: So, Mr. Bonwick's
4 evidence has been that he was seldom actually at the
5 property during those periods of time. Today
6 indicated -- he indicated he went there perhaps twice
7 in the fall for three (3) to four (4) days and
8 suggested that he maybe did not go there at all during
9 the -- what I'll call the spring portion of the
10 rental.

11 Were you aware of that?

12 MS. SHIRLEY HOUGHTON: I think I've
13 just became aware of it.

14 MR. JOHN MATHER: So, in the course of
15 this proceeding?

16 MS. SHIRLEY HOUGHTON: Probably before
17 the proceedings, yes.

18 MR. JOHN MATHER: But you weren't
19 aware of it at the time. Is that -- is that --

20 MS. SHIRLEY HOUGHTON: No.

21 MR. JOHN MATHER: Did Mr. Bonwick ever
22 ask you for a refund in respect of the vacation
23 rental?

24 MS. SHIRLEY HOUGHTON: No. But I know
25 that he asked Ed for a refund.

1 MR. JOHN MATHER: And how did you know
2 that he asked Ed for a refund?

3 MS. SHIRLEY HOUGHTON: Because Ed told
4 me.

5 MR. JOHN MATHER: When did Ed tell you
6 that?

7 MS. SHIRLEY HOUGHTON: Probably a
8 couple years ago.

9 MR. JOHN MATHER: So, when you say, "A
10 couple years ago," are you referring to 2016/2017?

11 MS. SHIRLEY HOUGHTON: No, probably
12 before that.

13 MR. JOHN MATHER: Was it in and around
14 2011 when Mr. Bonwick was renting the property?

15 MS. SHIRLEY HOUGHTON: It was probably
16 in around 2012.

17 MR. JOHN MATHER: So, sometime in the
18 year following?

19 MS. SHIRLEY HOUGHTON: Yes.

20 MR. JOHN MATHER: Okay. What did he
21 say to you when he said that Mr. Bonwick had requested
22 a refund?

23 MS. SHIRLEY HOUGHTON: He said to go
24 speak to Shirley, but he did not approach me for a
25 refund.

1 MR. JOHN MATHER: So, is it your
2 understanding that Mr. Bonwick had requested the
3 refund at some point in 2012?

4 MS. SHIRLEY HOUGHTON: Yes.

5 MR. JOHN MATHER: So, after the -- the
6 term of the rental was over?

7 MS. SHIRLEY HOUGHTON: Correct.

8 MR. JOHN MATHER: Okay. Did you stay
9 at the property in January, February, March of that
10 year when Mr. Bonwick was not renting it?

11 MS. SHIRLEY HOUGHTON: I might have
12 been there for a small portion of it.

13 MR. JOHN MATHER: Did anyone else rent
14 the property from you during that per -- period of
15 time?

16 MS. SHIRLEY HOUGHTON: Not that I'm
17 aware of.

18 MR. JOHN MATHER: And you would be the
19 person who would be aware of who rented the property?

20 MS. SHIRLEY HOUGHTON: Hopefully.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: Just on that, how do
25 you know what months Mr. Bonwick rented the property

1 for?

2 MS. SHIRLEY HOUGHTON: Because he
3 asked me.

4 MR. JOHN MATHER: So, it's based on
5 your recollection of that conversation with him?

6 MS. SHIRLEY HOUGHTON: Yes. Yeah.

7 MR. JOHN MATHER: And I understand
8 there wasn't any other documentation with respect to
9 the rental?

10 MS. SHIRLEY HOUGHTON: No. When we
11 were speaking, he had asked about those months.

12 MR. JOHN MATHER: Did you ever visit
13 the property while Mr. Bonwick was at the property?

14 MS. SHIRLEY HOUGHTON: No.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So if we could go to
19 Exhibit I, which is at page 26 of your affidavit.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: So, this, Ms.
24 Houghton, as I'm sure you're familiar, is one (1) in a
25 series of documents that you've provided to the

1 inquiry to illustrate the amounts you had charged
2 renters in the past and after Mr. Bonwick's rental
3 period.

4 This one (1) is a letter from November
5 28th, 2016, and it's -- just to start, it -- it sets
6 out a confirmation of the rental. And it looks like
7 you've provided us a few letters that are in a similar
8 format.

9 Is this sort of a standard letter you
10 would use for renters?

11 MS. SHIRLEY HOUGHTON: I think it
12 developed a bit year over year. I would add a few
13 more lines in.

14 MR. JOHN MATHER: But you would return
15 to the letters you'd previously used?

16 MS. SHIRLEY HOUGHTON: Sorry?

17 MR. JOHN MATHER: You would return to
18 letters you'd previously used and update them?

19 MS. SHIRLEY HOUGHTON: Maybe just add
20 in a bit more stuff. I think on this one (1) I added
21 in, Our villa's smoke free, no pets allowed, we are
22 not liable for anyone residing on our property.

23 MR. JOHN MATHER: Do you know why you
24 didn't provide this sort of letter to Mr. Bonwick?

25 MS. SHIRLEY HOUGHTON: Well, I was

1 speaking to him in person. I guess, in hindsight, I
2 should have went home and typed him a letter.

3 MR. JOHN MATHER: So, at the time
4 though, did -- did you think whether or not you should
5 send this sort of letter?

6 MS. SHIRLEY HOUGHTON: No, because I
7 was speaking to him in person about it.

8 MR. JOHN MATHER: So, we see in this
9 letter that it's dated November 28th, 2016, and the
10 rental period being contemplated is January 17th to
11 February 2018.

12 I take it from this that, at least in
13 this instance, you were able to find a renter for
14 January and November of the year before?

15

16 (BRIEF PAUSE)

17

18 MS. SHIRLEY HOUGHTON: I'm not sure I
19 follow your question.

20 MR. JOHN MATHER: And -- and perhaps
21 it's obvious on the document, but I'm just confirming
22 that, in this case, it was November and you were able
23 to find a renter for the -- the upcoming January?

24 MS. SHIRLEY HOUGHTON: Yes.

25 MR. JOHN MATHER: Okay. And so, I

1 take it that, had Mr. Bonwick sought a refund after he
2 visited only seldom in the fall, and I appreciate you
3 didn't know about it, but had he sought a refund at
4 that point in time, it -- it was something you might
5 have been able to do again, is find a new renter for -
6 -

7 MS. SHIRLEY HOUGHTON: Yes.

8 MR. JOHN MATHER: -- the spring?

9 MS. SHIRLEY HOUGHTON: But he didn't
10 let me know in time.

11 MR. JOHN MATHER: But just to confirm
12 because we spoke over each other, that -- that is
13 something you could have done?

14 MS. SHIRLEY HOUGHTON: Yes.

15 MR. JOHN MATHER: If we could go to
16 Exhibit L, which is page 33 of the affidavit. So, Ms.
17 Houghton, this is the first of two (2) emails that you
18 reference in your affidavit in which Mr. Houghton
19 receives an email from Peter Budd that's addressed to
20 him and Mr. Bonwick regarding the solar attic vent
21 company in which he then forwards on to you.

22 So, this one (1) is dated September
23 21st, 2011. And if we go down to the -- the body of
24 the main email -- sorry. Thank you. Mr. Budd writes
25 Mr. Houghton, "I'm working on a marketing" -- sorry,

1 Mr. Houghton and Mr. Bonwick, "I'm working on a
2 marketing agreement today." And then he goes on to
3 say:

4 "Rather than us sit around
5 discussing fees, insurance, rent,
6 utilities, admin allocations, et
7 cetera, what would you both say
8 about being paid a flat fee per unit
9 reflecting your 35 percent?"

10 And then he goes on to say:

11 "So, if we sell units at a hundred
12 and seventy-five (175) to Ontario
13 utilities and the profit is a
14 hundred and twenty (120) per unit,
15 you are paid a set 35 percent of the
16 one twenty (120), or fifty dollars
17 (\$50) a uni -- unit."

18 When Mr. Houghton forwarded the email
19 to you do you know why he did it?

20 MS. SHIRLEY HOUGHTON: He likes to
21 read things on -- on the computer versus his
22 BlackBerry.

23 MR. JOHN MATHER: And what computer
24 are you referring to?

25 MS. SHIRLEY HOUGHTON: My computer.

1 MR. JOHN MATHER: And where was -- at
2 this point in time, was that computer in your home?

3 MS. SHIRLEY HOUGHTON: Yes.

4 MR. JOHN MATHER: Okay. Do you know
5 why he would send emails from his BlackBerry to your
6 Gmail account and not to his Gmail account?

7 MS. SHIRLEY HOUGHTON: I think he
8 likes my computer.

9 MR. JOHN MATHER: Was there anything
10 preventing Mr. Houghton from accessing his Gmail
11 account on your computer?

12

13 (BRIEF PAUSE)

14

15 MS. SHIRLEY HOUGHTON: Not that I'm
16 aware of.

17 MR. JOHN MATHER: Are you aware if he
18 ever did check his Gmail account on your computer?

19 MS. SHIRLEY HOUGHTON: I don't think
20 he checks it that often.

21 MR. JOHN MATHER: Turning back to the
22 email here, do you recall if you read the content of
23 the email that Mr. Houghton forwarded to you when he
24 sent it to you?

25 MS. SHIRLEY HOUGHTON: No, I -- I did

1 not read this one.

2 MR. JOHN MATHER: Did you ask Mr.
3 Houghton anything about this email when he sent it to
4 you?

5 MS. SHIRLEY HOUGHTON: I didn't read
6 it.

7 MR. JOHN MATHER: So, I take it from
8 that, your answer is, no, you didn't ask him?

9 MS. SHIRLEY HOUGHTON: No, because I -
10 - I've not read it.

11 MR. JOHN MATHER: So, if we could go
12 to the next email you reference in your affidavit,
13 which is Exhibit K, paragraph -- sorry, page 30.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: So, again, this is
18 an email. The email chain begins with an email from
19 Peter Budd to Mr. Bonwick and Mr. Houghton which is
20 then forwarded on to you?

21 MS. SHIRLEY HOUGHTON: I have seen
22 part of the body of this one.

23 MR. JOHN MATHER: What do you mean you
24 have seen that?

25 MS. SHIRLEY HOUGHTON: Because it was

1 sent to my computer.

2 MR. JOHN MATHER: And so, we see that
3 above it was sent to your Gmail account. Do you
4 recall reading this email at that point in time?

5 MS. SHIRLEY HOUGHTON: I remember
6 scanning, reading it really quickly.

7 MR. JOHN MATHER: And what do you
8 remember about what you learned when you read and
9 scanned it.

10 MS. SHIRLEY HOUGHTON: If you scroll
11 down a wee bit, right in about there. So, I went to
12 Ed and I said, Are we in -- are we in this business.
13 And he said, No, we are not in this business.

14 MR. JOHN MATHER: So, I want to ask
15 you a couple questions about that. Why did you get
16 the sense -- or why did you ask him, Are we in this
17 business? What impression did you get from this
18 email?

19 MS. SHIRLEY HOUGHTON: The sentence
20 that starts with, "Then."

21 MR. JOHN MATHER: So:

22 "Then, with Ed and Paul, the
23 inaugural LDC in sight, we
24 established an amended sharing
25 agreement, the 35-35-30 for TBEH --

1 MS. SHIRLEY HOUGHTON: Yes.

2 MR. JOHN MATHER: -- PB -- and PB.

3 So I just want to -- what did you
4 understand about that sentence when you read it?

5 MS. SHIRLEY HOUGHTON: I wanted to
6 know if we were in a business.

7 MR. JOHN MATHER: Because you got the
8 impression from this that that's something that might
9 have happened?

10 MS. SHIRLEY HOUGHTON: Not might have
11 happened, no.

12 MR. JOHN MATHER: That had happened?

13 MS. SHIRLEY HOUGHTON: No.

14 MR. JOHN MATHER: So what -- I just
15 want to understand what -- what you understood at that
16 point in time that led you to ask Mr. Houghton are we
17 in this business or are we in a business.

18 MS. SHIRLEY HOUGHTON: Or a potential
19 for a business.

20 MR. JOHN MATHER: And Mr. Houghton's
21 response to you was no, we're not?

22 MS. SHIRLEY HOUGHTON: No, we're not
23 in -- in a business.

24 MR. JOHN MATHER: Did he say anything
25 else to you about it?

1 MS. SHIRLEY HOUGHTON: He said if we
2 were in a business, I would have told you about it.

3 MR. JOHN MATHER: Did you have any
4 other further discussions with Mr. Houghton about --
5 about the solar attic vents, about Mr. Budd, about Mr.
6 Bonwick and potential businesses?

7 MS. SHIRLEY HOUGHTON: At the launch -
8 - I was at the launch event.

9 MR. JOHN MATHER: So you were at the
10 launch event and I believe that occurred in August
11 2011.

12 This email is dated November 2011. In
13 August 2011 were you aware that there were -- of any
14 discussions between Mr. Houghton, Mr. Bonwick and Mr.
15 Budd about a potential business?

16 MS. SHIRLEY HOUGHTON: No, just this
17 email.

18 MR. JOHN MATHER: So this -- this came
19 in November so a few months later?

20 MS. SHIRLEY HOUGHTON: This email?

21 MR. JOHN MATHER: This, yes.

22 MS. SHIRLEY HOUGHTON: Yes.

23 MR. JOHN MATHER: And after this email
24 did you have any distribution -- further discussions
25 with Mr. Houghton about the solar attic vent company?

1 MS. SHIRLEY HOUGHTON: I don't recall
2 having any further discussions.

3 MR. JOHN MATHER: And how often would
4 Mr. Houghton forward emails to your gmail account?

5 MS. SHIRLEY HOUGHTON: Not that often.

6 MR. JOHN MATHER: Would you typically
7 read them when you receive them or what would you do?

8 MS. SHIRLEY HOUGHTON: No, I think he
9 would just forward them when he was sitting there.

10 MR. JOHN MATHER: So in that sentence
11 that you identified, it ends with saying:

12 "Cash was fully distributed to
13 Compenso and partially to PB and
14 TB."

15 The evidence before the Inquiry shows
16 that on October 3rd, 2011, so about a month or a bit
17 longer before this email was sent, that Compenso
18 received \$35,000 from the solar attic vent company.

19 Was that something that you were aware
20 of at the time?

21 MS. SHIRLEY HOUGHTON: No.

22 MR. JOHN MATHER: Did you have any
23 visibility into the finances of Compenso in your role
24 as a -- as an administrative helper to Mr. Bonwick?

25 MS. SHIRLEY HOUGHTON: No.

1 MR. JOHN MATHER: So if we could go to
2 -- actually, one additional question, did you ever
3 speak with Mr. Houghton or did Mr. Houghton ever
4 inform you that Compenso received any money in respect
5 of the solar attic vents?

6 MS. SHIRLEY HOUGHTON: No.

7 MR. JOHN MATHER: If we go to
8 paragraph 48 of the summary document 13. So I'm just
9 bringing you here, this is what I referred to earlier
10 that the evidence indicates that Compenso deposited a
11 \$35,000 cheque on October 3rd, 2011 and Mr. Bonwick's
12 evidence was that this represented the 35 percent that
13 Compenso was received in relation to the sale of the
14 attic vents for the solar launch initiative.

15 And then if we go to paragraph 13 of
16 your affidavit. So this is where you set out how the
17 cheque for the 19,350 was broken down, it was 1,350
18 for work you had completed for Mr. Bonwick and then
19 18,000 for the rental.

20 After you had the conversation with Mr.
21 Houghton in November, when you received the second
22 email and you asked him if you were involved in the
23 business, after that conversation did you ever
24 consider whether or not the payment you received for
25 the Florida rental was in any way related to what was

1 being discussed in that email in terms of distribution
2 of profits in respect of solar attic vents?

3 MS. SHIRLEY HOUGHTON: No, it was for
4 Florida rent and for my invoice.

5 MR. JOHN MATHER: If we go to
6 paragraph 677 of the Foundation Document.

7 THE HONOURABLE FRANK MARROCCO: Just
8 before you do that, I -- I was only looking at these
9 documents now. I -- I thought the rent on the Florida
10 condo was -- was higher than that.

11 MS. SHIRLEY HOUGHTON: It was \$4,500 a
12 month.

13 THE HONOURABLE FRANK MARROCCO: US or
14 Canadian?

15 MS. SHIRLEY HOUGHTON: It was Canadian
16 then.

17

18 CONTINUED BY MR. JOHN MATHER:

19 MR. JOHN MATHER: So if we could go to
20 paragraph 677 of the Foundation Document. And I
21 actually wanted to look at table 7-7.

22 So this table sets out the payments you
23 received from Compenso in 2011 and 2012 and you've
24 stated in your affidavit that this -- this table is
25 accurate.

1 I just have a few questions. We see
2 you receive a -- a first payment in March 2011 and
3 then there isn't a second payment until June 2011,
4 what happened between March and June?

5 MS. SHIRLEY HOUGHTON: I don't have
6 the time sheets, so, I'll have to rely on memory.

7 I believe I worked probably 12 hours
8 for that first cheque and a lot of it was doing stuff
9 for the Lobbyist Registrar website.

10 MR. JOHN MATHER: Do you recall not
11 having much -- receiving much work from Mr. Bonwick
12 from March to June of that year?

13 MS. SHIRLEY HOUGHTON: I did a lot of
14 congratulatory letters in around the March 3rd time
15 period.

16 MR. JOHN MATHER: Would that work then
17 be reflected in the March 9th, 2011 payment here?

18 MS. SHIRLEY HOUGHTON: I don't have a
19 copy of my invoices, sorry.

20 MR. JOHN MATHER: Is that what you
21 would need to refresh your memory?

22 MS. SHIRLEY HOUGHTON: Yes.

23 MR. JOHN MATHER: And then going
24 through, there's payments in June, July, August,
25 September, October of 2011. And the October one is

1 the -- the invoice that we've been looking at for
2 19,350. Then there is nothing until August 2012.

3 Why was there a gap for roughly ten
4 (10) months?

5 MS. SHIRLEY HOUGHTON: I wasn't really
6 doing much work for Mr. Bonwick then.

7 MR. JOHN MATHER: Why did the work, at
8 least for a period of time, stop at the end -- in
9 October 2011?

10 MS. SHIRLEY HOUGHTON: I -- I don't
11 know.

12 MR. JOHN MATHER: I take it -- maybe I
13 shouldn't take it. When Mr. Bonwick wanted you to do
14 work, he would ask you?

15 MS. SHIRLEY HOUGHTON: Correct.

16 MR. JOHN MATHER: Would you ever do
17 any work that Mr. Bonwick didn't ask you to do?

18 MS. SHIRLEY HOUGHTON: No.

19 MR. JOHN MATHER: Do you recall what
20 work you did that led to the August 2012 invoice of
21 \$2,500?

22 MS. SHIRLEY HOUGHTON: He had
23 approached me to see if I would do a lot of Christmas
24 cards for him, there's probably 5-600 Christmas cards.
25 And prior to that I had created a really big database

1 of all of the Members of Parliament and he wanted
2 Christmas cards to be sent to all these people.

3 But I had already given him the
4 database back, so I had to retrieve the database from
5 him and then I had to review that everyone was still
6 at their current address, et cetera.

7 And I did the Christmas cards. I had
8 to take the database, get the labels printed, get the
9 cards done and put the postage on and have them
10 mailed.

11 So he asked me how much would it cost
12 to do all that and so I gave him a rough price of
13 \$2,500 for -- for the whole deal.

14 MR. JOHN MATHER: Were you surprised
15 that you hadn't heard from Mr. Bonwick with respect to
16 work for approximately ten (10) months?

17 MS. SHIRLEY HOUGHTON: No, I just
18 figured my work was based on what contracts he had.

19 MR. JOHN MATHER: And after August
20 2012, did you expect that you may receive further work
21 from Mr. Bonwick?

22 MS. SHIRLEY HOUGHTON: No. I think I
23 was doing work, golfing, going to Florida a bit more
24 often, not as available for work.

25 MR. JOHN MATHER: Is that something

1 you told him?

2 MS. SHIRLEY HOUGHTON: No.

3 MR. JOHN MATHER: After August 2012,
4 did Mr. Bonwick ask you to do any further work?

5 MS. SHIRLEY HOUGHTON: No.

6 MR. JOHN MATHER: With respect to the
7 dates in the -- to which Mr. Bonwick rented your
8 Florida property, how did you realize the dates in the
9 affidavit were incorrect?

10 MS. SHIRLEY HOUGHTON: Because I knew
11 what dates I rented to him.

12 MR. JOHN MATHER: Okay. And in term -
13 - so there was nothing you referenced to realize the
14 dates that you had put in the affidavit were
15 incorrect?

16 MS. SHIRLEY HOUGHTON: No, I just
17 assumed she took the notes down wrong during the
18 witness interview.

19 MR. JOHN MATHER: Did you read the
20 affidavit before it was sworn?

21 MS. SHIRLEY HOUGHTON: Yes.

22 MR. JOHN MATHER: Just a few more
23 questions. Can we pull up TOC399870.1?

24 So this is an email from 2014, it's an
25 email from you to Mr. Houghton and you attached two

1 (2) attachments, one's called Solar Vent Cash Flows,
2 January 3rd, 2014, the other one is called Compost
3 Cash Flows January 3rd, 2014.

4 And I'd like to open up the solar vent
5 cash flows which is the same document ID but with
6 another .1. So just to assist you, Ms. Houghton, this
7 is what the one (1) attachment --

8 MS. SHIRLEY HOUGHTON: Yes, I've not
9 seen these before.

10 MR. JOHN MATHER: Do you know why you
11 sent them to Mr. Houghton in 2014?

12 MS. SHIRLEY HOUGHTON: I don't recall
13 sending them or seeing them.

14 MR. JOHN MATHER: Do you have any
15 reason to believe that the email showing you sent --
16 the email showing that it came from your email to his
17 email is -- is inaccurate or it wasn't sent?

18 MS. SHIRLEY HOUGHTON: I've not seen
19 this email before.

20 MR. JOHN MATHER: Did Mr. Houghton
21 have access to your gmail without your -- did he have
22 your password?

23 MS. SHIRLEY HOUGHTON: I don't think I
24 have a password.

25 MR. JOHN MATHER: So could he access

1 your gmail if he logged onto your computer?

2 MS. SHIRLEY HOUGHTON: Yes.

3 MR. JOHN MATHER: Did you -- stepping
4 aside from this email, did you have any knowledge of
5 the solar attic vent business or a compost deodorizer
6 business in 2014?

7 MS. SHIRLEY HOUGHTON: Can you say
8 that again?

9 MR. JOHN MATHER: The two (2)
10 attachments to this email, one (1) is cash flows for
11 solar attic vents, business, the other one is a cash
12 flow statement for a compost deodorizer.

13 Did you have any knowledge of any
14 businesses along those lines in 2014?

15 MS. SHIRLEY HOUGHTON: No.

16 MR. JOHN MATHER: Did you know if Mr.
17 Houghton had any involvement at that point in time
18 with any businesses that Mr. Bonwick was involved in?

19 MS. SHIRLEY HOUGHTON: No.

20 MR. JOHN MATHER: Those are my
21 questions.

22 THE HONOURABLE FRANK MARROCCO: All
23 right. Mr. Chenoweth, you're going to go last, I
24 assume?

25 MR. FREDERICK CHENOWETH: Yes, sir.

1 THE HONOURABLE FRANK MARROCCO:

2 Because it's your witness, Mr. Marron.

3 Mr. Watson, who's ---

4 MR. MICHAEL WATSON: I guess I will,
5 Your Honour, just a -- a very few questions.

6

7 CROSS-EXAMINATION BY MR. MICHAEL WATSON:

8 MR. MICHAEL WATSON: Ms. Houghton, my
9 name is Michael Watson, I'm one of the lawyers for
10 Electra, which is the new name for PowerStream.

11 By reference, I want to go back to
12 Exhibit A -- well, I guess maybe the paragraph in your
13 affidavit when you talk about Mr. Bonwick having sent
14 you the proposal and you did some thirty (30) minutes
15 of review. You remember that?

16 MS. SHIRLEY HOUGHTON: (NO AUDIBLE
17 RESPONSE).

18 THE HONOURABLE FRANK MARROCCO: It's
19 on the screen, Ms. Houghton. It's on the screen.

20 MS. SHIRLEY HOUGHTON: Yeah.

21

22 CONTINUED BY MR. MICHAEL WATSON:

23 MR. MICHAEL WATSON: And that was in
24 January of 2011?

25 MS. SHIRLEY HOUGHTON: Yes.

1 MR. MICHAEL WATSON: Yes? All right.
2 And if we can look then at the exhibit, and that is --
3 sorry, I'm just taking a look here -- yes, Exhibit B.
4 And this, I take it, was the proposal that you looked
5 at and did some work on?

6 MS. SHIRLEY HOUGHTON: I don't recall
7 that I really did any work on it. I remember reading
8 it.

9 MR. MICHAEL WATSON: In your
10 affidavit, I think that you said something about --

11 MS. SHIRLEY HOUGHTON: I might have
12 made a couple of corrections, just grammatical
13 corrections.

14 MR. MICHAEL WATSON: All right.
15 And -- because I take it that that's what Mr. --
16 you're saying Mr. Bonwick asked you to do?

17 MS. SHIRLEY HOUGHTON: He asked me to
18 print and comment.

19 MR. MICHAEL WATSON: Well, that was
20 in -- that was in the email, of course, right, that he
21 sent to you?

22 MS. SHIRLEY HOUGHTON: Yes.

23 MR. MICHAEL WATSON: And then my
24 understanding is that you were confused about when you
25 had got this, why you were getting it?

1 MS. SHIRLEY HOUGHTON: Correct.

2 MR. MICHAEL WATSON: And that you
3 spoke with him, and I take it that was almost
4 immediately within an hour or something like that?

5 MS. SHIRLEY HOUGHTON: M-hm.

6 MR. MICHAEL WATSON: You'll have to
7 answer yes or no for the transcript.

8 MS. SHIRLEY HOUGHTON: Yes.

9 MR. MICHAEL WATSON: All right. And
10 he said, Oh, I'm sorry?

11 MS. SHIRLEY HOUGHTON: Sorry about
12 that.

13 MR. MICHAEL WATSON: Right.

14 MS. SHIRLEY HOUGHTON: Yes.

15 MR. MICHAEL WATSON: From which you
16 took it that he had sent it by mistake.

17 MS. SHIRLEY HOUGHTON: Yes.

18 MR. MICHAEL WATSON: All right. But
19 then at the very same time, he then asked you to look
20 it over?

21 MS. SHIRLEY HOUGHTON: Can you just
22 give it a quick read, or something like that.

23 MR. MICHAEL WATSON: All right. And
24 did you understand then that he was then asking you to
25 look for -- well, for what exactly? Read it over for

1 what purpose? Did he say?

2 MS. SHIRLEY HOUGHTON: Well, I have --
3 I wouldn't have any knowledge of this stuff, so it
4 would just be grammatical errors.

5 MR. MICHAEL WATSON: Did he say what
6 he wanted you to do, what he wanted you to look it
7 over for?

8 MS. SHIRLEY HOUGHTON: No.

9 MR. MICHAEL WATSON: Did you ask him
10 what you were supposed to do? What this looking it
11 over for was all about, what he wanted from you?

12 MS. SHIRLEY HOUGHTON: No.

13 MR. MICHAEL WATSON: And you didn't
14 ask.

15 MS. SHIRLEY HOUGHTON: Well, I did
16 phone him and said you sent this to me in error. And
17 he said, can you just take a quick read of it? So I
18 just took a quick read of it, and I noticed he'd made
19 some spelling mistakes. So --

20 MR. MICHAEL WATSON: All right.

21 MS. SHIRLEY HOUGHTON: -- probably
22 from the time I got it to the time I phoned him back,
23 it might have been 30 minutes.

24 MR. MICHAEL WATSON: Which is what you
25 said in your affidavit, thirty (30) minutes.

1 MS. SHIRLEY HOUGHTON: M-hm.

2 MR. MICHAEL WATSON: "Yes"?

3 MS. SHIRLEY HOUGHTON: Yes. But
4 not -- I didn't read it for thirty (30) minutes.

5 MR. MICHAEL WATSON: I understand.

6 But -- so you assumed when you got it that you got it
7 in error, and that's what you told him when you phoned
8 him?

9 MS. SHIRLEY HOUGHTON: Yes.

10 MR. MICHAEL WATSON: All right. And
11 he said that he was sorry about that?

12 MS. SHIRLEY HOUGHTON: Yes.

13 MR. MICHAEL WATSON: But then I take
14 it, immediately he asked you to look it over?

15 MS. SHIRLEY HOUGHTON: Yes.

16 MR. MICHAEL WATSON: But he didn't
17 tell you to look it over for what, what he wanted you
18 to look it over for?

19 MS. SHIRLEY HOUGHTON: No.

20 MR. MICHAEL WATSON: And you didn't
21 ask him.

22 MS. SHIRLEY HOUGHTON: No.

23 MR. MICHAEL WATSON: Right. And so
24 you read it over.

25 MS. SHIRLEY HOUGHTON: I just quickly

1 looked at it.

2 MR. MICHAEL WATSON: All right. And
3 it was a Word document. Do you see the attachment?
4 It was a .doc document, so it was in Word?

5 MS. SHIRLEY HOUGHTON: Okay.

6 MR. MICHAEL WATSON: Do you remember
7 that? We can look at the -- at the email.

8 MS. SHIRLEY HOUGHTON: No. I -- I
9 believe you, yes.

10 MR. MICHAEL WATSON: All right.

11 MS. SHIRLEY HOUGHTON: It was a long
12 time ago.

13 MR. MICHAEL WATSON: I understand.
14 And so you must obviously have opened it up in order
15 to take a look at it.

16 MS. SHIRLEY HOUGHTON: I did open it
17 up, yes.

18 MR. MICHAEL WATSON: And you made some
19 changes, I take it. Not many, but you're saying you
20 made some changes?

21 MS. SHIRLEY HOUGHTON: I believe
22 grammatical changes.

23 MR. MICHAEL WATSON: Right. And so
24 what that means is you must have made some changes in
25 the Word document, right?

1 MS. SHIRLEY HOUGHTON: Yes.

2 MR. MICHAEL WATSON: And then saved it
3 obviously? Yes?

4 MS. SHIRLEY HOUGHTON: Probably, yes.

5 MR. MICHAEL WATSON: All right. Well,
6 did you send him the revised document with the couple
7 of grammatical or changes that you made?

8 MS. SHIRLEY HOUGHTON: I don't recall.
9 Or if I just was speaking to him on the phone.

10 MR. MICHAEL WATSON: I see. All
11 right. You saw when you opened the document that it
12 was a -- well, first of all, that it said
13 Compenso Communications at the top, as we can see on
14 the screen? Yes?

15 MS. SHIRLEY HOUGHTON: Yes.

16 MR. MICHAEL WATSON: Had you ever
17 heard of Compenso before at that time?

18 MS. SHIRLEY HOUGHTON: No.

19 MR. MICHAEL WATSON: When you -- and
20 so you -- I take it you assumed that it had something
21 to do with Mr. Bonwick because he had sent it to your
22 Gmail account.

23 MS. SHIRLEY HOUGHTON: I thought that
24 must be the name of his company.

25 MR. MICHAEL WATSON: And you saw then

1 that it said "communications and strategic
2 acquisitions proposal for PowerStream"? Because
3 that's on the front page right in front of us?

4 MS. SHIRLEY HOUGHTON: Yes, it's on
5 the front page.

6 MR. MICHAEL WATSON: Yeah. And you
7 obviously saw that?

8 MS. SHIRLEY HOUGHTON: I probably
9 looked at communication -- communication --
10 communication. I probably thought Paul was in the
11 communication business.

12 MR. MICHAEL WATSON: Now, you didn't
13 have any idea what business he was in before this?

14 MS. SHIRLEY HOUGHTON: No.

15 MR. MICHAEL WATSON: I see.

16 MS. SHIRLEY HOUGHTON: I knew that he
17 had been a member of Parliament.

18 MR. MICHAEL WATSON: Right. Had you
19 ever heard of the name PowerStream before you opened
20 this document that day and looked at it?

21 MS. SHIRLEY HOUGHTON: No.

22 MR. MICHAEL WATSON: Your husband had
23 never mentioned PowerStream to you before?

24 MS. SHIRLEY HOUGHTON: No.

25 MR. MICHAEL WATSON: And you -- you

1 had never heard that name as being an electricity
2 distribution company?

3 MS. SHIRLEY HOUGHTON: No.

4 MR. MICHAEL WATSON: I see. Now, as
5 at this date, January 19th of 2011, had you ever heard
6 the name Brian Bentz?

7 MS. SHIRLEY HOUGHTON: No.

8 MR. MICHAEL WATSON: When did you
9 first hear the name Brian Bentz?

10 MS. SHIRLEY HOUGHTON: I was
11 introduced to him at the solar launch.

12 MR. MICHAEL WATSON: I take it that
13 that was August of 2011, right? And you mentioned
14 that in your affidavit?

15 MS. SHIRLEY HOUGHTON: Yes.

16 MR. MICHAEL WATSON: All right. And I
17 take it, therefore, your husband didn't tell you
18 anything about a meeting that he had with Mr. Bentz in
19 December, i.e. like the month -- about a month and a
20 half before you received this from Mr. Bonwick?

21 MS. SHIRLEY HOUGHTON: No.

22 MR. MICHAEL WATSON: You talk about
23 the public information centre in your affidavit? That
24 was -- remember around November of 2011? We can look
25 at it again. Do you remember that? The public

1 information centre concerning Collus?

2 MS. SHIRLEY HOUGHTON: Yes.

3 MR. MICHAEL WATSON: All right. You
4 remember that.

5 MS. SHIRLEY HOUGHTON: Yes.

6 MR. MICHAEL WATSON: And I take it you
7 remember attending that.

8 MS. SHIRLEY HOUGHTON: Yes.

9 MR. MICHAEL WATSON: How did you find
10 out about that, that it was going to take place?

11 MS. SHIRLEY HOUGHTON: Are you talking
12 about the Leisure Time Club?

13 MR. MICHAEL WATSON: No. I'm talking
14 about the public information session. Why don't we
15 turn up your affidavit.

16 MR. FREDERICK CHENOWETH: It took
17 place at the Leisure Club.

18 MS. SHIRLEY HOUGHTON: At the
19 Leisure Time.

20 MR. MICHAEL WATSON: Oh, I see.

21 MR. FREDERICK CHENOWETH: Yes, yes.

22 MR. MICHAEL WATSON: Okay. All right.
23 The location. All right. Thank you.

24

25 CONTINUED BY MR. MICHAEL WATSON:

1 MR. MICHAEL WATSON: Yes. They -- why
2 don't we -- why don't we just get that up. I'm not
3 sure where it is in your affidavit. We'll try to
4 catch up on this.

5

6 (BRIEF PAUSE)

7

8 MR. MICHAEL WATSON: Yes, yes, yes.
9 Paragraph -- yes -- paragraph 15. All right.
10 Thank you.

11 All right. I take it that this public
12 information session was a session that you attended.

13 MS. SHIRLEY HOUGHTON: Correct.

14 MR. MICHAEL WATSON: All right. How
15 did you find out about it?

16 MS. SHIRLEY HOUGHTON: Ed told me.

17 MR. MICHAEL WATSON: When?

18 MS. SHIRLEY HOUGHTON: Maybe a week or
19 so prior?

20 MR. MICHAEL WATSON: What did you tell
21 you about it?

22 MS. SHIRLEY HOUGHTON: He said that --
23 that there was going to be a public information
24 centre -- a public information meeting at the centre.

25 MR. MICHAEL WATSON: Did he tell you

1 what it was going to be about?

2 MS. SHIRLEY HOUGHTON: Probably. I
3 can't recall his exact words.

4 MR. MICHAEL WATSON: I'm not asking
5 you for exact words but the nature, the thrust of
6 approximately, you know, what -- approximately what he
7 told you, what the subject matter was that he told you
8 about.

9 MS. SHIRLEY HOUGHTON: Yes.

10 MR. MICHAEL WATSON: What did he tell
11 you?

12 MS. SHIRLEY HOUGHTON: I believe it
13 was about a potential sale at Collus.

14 MR. MICHAEL WATSON: I see. And --
15 and that, of course, was the company by which he was
16 employed?

17 MS. SHIRLEY HOUGHTON: Yes.

18 MR. MICHAEL WATSON: And he was the
19 CEO?

20 MS. SHIRLEY HOUGHTON: Yes.

21 MR. MICHAEL WATSON: All right. And
22 did that surprise you?

23 MS. SHIRLEY HOUGHTON: That there was
24 going to be a public information session?

25 MR. MICHAEL WATSON: No, no. That the

1 subject matter was that there may be a sale of Collus.

2 Did that surprise you to hear that?

3 MS. SHIRLEY HOUGHTON: I didn't really
4 give it any consideration.

5 MR. MICHAEL WATSON: So your husband
6 had been employed at Collus for many, many years as
7 the CEO? Yes?

8 MS. SHIRLEY HOUGHTON: M-hm. Yes.

9 MR. MICHAEL WATSON: Is that a yes?
10 Was this the first time you heard anything whatsoever
11 about a possible sale of Collus?

12 MS. SHIRLEY HOUGHTON: I believe it
13 was.

14 MR. MICHAEL WATSON: But you didn't
15 give it any thought?

16 MS. SHIRLEY HOUGHTON: Well, if he's
17 looking after it, there's really no need for me to
18 think about it.

19 MR. MICHAEL WATSON: Did you ask him
20 any questions about it?

21 MS. SHIRLEY HOUGHTON: Not really.

22 MR. MICHAEL WATSON: As in, you know,
23 what's this all about?

24 MS. SHIRLEY HOUGHTON: No. He's very
25 competent, so I believe I know what he's doing.

1 MR. MICHAEL WATSON: All right. So
2 when you get to this -- I think it's Exhibit K with
3 this email -- and we'll talk about that in just a
4 moment -- which you did open up, you said you did go
5 and ask him a question about it. Right? And that is,
6 are we involved in this business?

7 MS. SHIRLEY HOUGHTON: I'm sorry.
8 Which one are you referring to?

9 MR. MICHAEL WATSON: Sure. Why
10 don't we -- why don't we go and take a look at that:
11 Exhibit K.

12

13 (BRIEF PAUSE)

14

15 MR. MICHAEL WATSON: Sorry, it may be
16 Exhibit L. Again, we're -- I'm playing catchup on
17 this as well. Remember you were asked about
18 Exhibit L?

19 MS. SHIRLEY HOUGHTON: Yes. That's
20 the one I believe I didn't read it, but I did read
21 this one.

22 MR. MICHAEL WATSON: I'm sorry.
23 Exhibit L is the one that you opened and looked at?

24

25 (BRIEF PAUSE)

1 MR. FREDERICK CHENOWETH: The document
2 the witness said she opened and looked at was
3 TOC65379.

4

5 CONTINUED BY MR. MICHAEL WATSON:

6 MR. MICHAEL WATSON: So is -- are
7 there -- and that's Exhibit K. Is that the one that
8 you say you opened and looked at?

9 MS. SHIRLEY HOUGHTON: This is the one
10 that I glanced at, yes.

11 MR. MICHAEL WATSON: All right. And
12 you glanced at it, and then you say that you went, and
13 you asked your husband about that one.

14 MS. SHIRLEY HOUGHTON: Yes.

15 MR. MICHAEL WATSON: Why did you ask
16 your husband about that one? Wasn't he just as
17 competent about dealing with business matters as he
18 was when he told you that there might be a sale of his
19 long-time employer?

20 MS. SHIRLEY HOUGHTON: Well, Collus is
21 confidential, and Ed was very confidential about
22 Collus. This would have been about a business, and
23 this business would have affected both of us. So
24 that's why I asked about this one.

25 MR. MICHAEL WATSON: And do I take it

1 then that -- now that I have it straight, and thank
2 you, Mr. Chenoweth -- the next one, Exhibit L, which
3 came after that, is that the one that you did not
4 open?

5 MS. SHIRLEY HOUGHTON: I have not seen
6 that one, no.

7 MR. JOHN MATHER: Just for the benefit
8 of the record, the Exhibit L actually came before
9 Exhibit K. Exhibit L's September exhibit -- sorry, it
10 could be K September exhibit; L is November.

11 MR. MICHAEL WATSON: Thank you.

12

13 CONTINUED BY MR. MICHAEL WATSON:

14 MR. MICHAEL WATSON: So in September,
15 you got Exhibit L, and your husband had forwarded that
16 to your email address, right, as we can see?

17 MS. SHIRLEY HOUGHTON: Sorry. Which
18 exhibit is this?

19 MR. MICHAEL WATSON: Exhibit L.

20 MR. JOHN MATHER: Sorry, I actually
21 caused -- this is K. For the benefit of the -- last
22 time K. This is L. Okay.

23 THE HONOURABLE FRANK MARROCCO:

24 Ms. Houghton, I am not surprised if you're confused
25 because I'm confused.

1 MR. JOHN MATHER: Okay. So --

2 THE HONOURABLE FRANK MARROCCO: So can
3 we do this again?

4 MR. MICHAEL WATSON: Can we find out
5 who's on first?

6 MR. JOHN MATHER: Yes. So Exhibit L
7 is an email dated September 21st, 2011.

8 MR. MICHAEL WATSON: Right.

9 MR. JOHN MATHER: The exhibit before
10 that, which is Exhibit K, is an email dated
11 November 2011. I don't recall the specific date.

12 MR. MICHAEL WATSON: Okay. All right.
13 Fine.

14

15 CONTINUED BY MR. MICHAEL WATSON:

16 MR. MICHAEL WATSON: Is it Exhibit L
17 that we're looking at, which is the September 21st
18 email -- is that the one that you didn't look at?

19 MS. SHIRLEY HOUGHTON: I did not look
20 at this one.

21 MR. MICHAEL WATSON: All right. Did
22 you -- did you open it at all when it came?

23 MS. SHIRLEY HOUGHTON: I don't recall
24 seeing it.

25 MR. MICHAEL WATSON: All right.

1 And -- and so what? Are you saying that you just
2 assumed that your husband did not want you to look at
3 it and that he had sent it to your computer just so he
4 could look at it on your computer? Is that it?

5 MS. SHIRLEY HOUGHTON: If I have not
6 seen it, I can't make any assumptions.

7 MR. MICHAEL WATSON: Well, you're sure
8 you didn't see it, right?

9 MS. SHIRLEY HOUGHTON: I know I didn't
10 see this one.

11 MR. MICHAEL WATSON: All right. But
12 how often did you check email inbox?

13 MS. SHIRLEY HOUGHTON: Once a day,
14 twice a day?

15 MR. MICHAEL WATSON: All right. So
16 you would have seen that an email had come in from
17 your husband.

18 MS. SHIRLEY HOUGHTON: This is
19 6:40 p.m., so I don't know if I would have seen it.
20 It might have got marked as read, like R-E-A-D.

21 MR. MICHAEL WATSON: But then if we go
22 back then to Exhibit K, which came in a couple of
23 months later, this is the one that you did open and
24 look at?

25 MS. SHIRLEY HOUGHTON: Can you just

1 scroll up a little bit? Yes.

2 MR. MICHAEL WATSON: And this, again
3 was an email that your husband had forwarded to you,
4 right? And you saw that?

5 MS. SHIRLEY HOUGHTON: Can you go down
6 just a wee bit? Yes.

7 MR. MICHAEL WATSON: And for some
8 reason, you did open and look at this one, where you
9 hadn't opened and looked at the previous one. Is that
10 what you're saying?

11 MS. SHIRLEY HOUGHTON: That's correct.

12 MR. MICHAEL WATSON: What prompted you
13 to open this one and not the previous one?

14 MS. SHIRLEY HOUGHTON: Well, if an
15 email's been marked read, I don't -- I usually only go
16 to the current emails in my inbox.

17 MR. MICHAEL WATSON: All right. I
18 want to ask you finally about the rental documents.
19 If we could go to -- where is it? Yes. Exhibit D,
20 which is the fifteenth page of this 34-page PDF.

21 And -- and in your affidavit, you
22 identify Exhibit D, and there's several exhibits
23 showing documents relating to the rental of your
24 property? Right?

25 MS. SHIRLEY HOUGHTON: Correct.

1 MR. MICHAEL WATSON: All right. And
2 we see that the first one here is -- if we can go over
3 the page -- is Wednesday, February 4th, 2009, right?

4 MS. SHIRLEY HOUGHTON: Correct.

5 MR. MICHAEL WATSON: Okay. Now, we
6 see at the top right, it says CJI, and then with a
7 number.

8 I take it this is not a document that
9 you have and turned over to Inquiry counsel from your
10 records.

11 MS. SHIRLEY HOUGHTON: That's correct.
12 It is.

13 MR. MICHAEL WATSON: Sorry, it is?

14 MS. SHIRLEY HOUGHTON: It is.

15 MR. MICHAEL WATSON: All right. So
16 this is some -- and then so Inquiry -- then the
17 Inquiry put that code number on the top right?

18 MS. SHIRLEY HOUGHTON: Correct.

19 MR. MICHAEL WATSON: All right. So
20 you -- you took this from your records?

21 MS. SHIRLEY HOUGHTON: They asked for
22 information about our Florida property.

23 MR. MICHAEL WATSON: And this document
24 then came from your records of the Florida property?

25 MS. SHIRLEY HOUGHTON: Correct.

1 MR. MICHAEL WATSON: And there's
2 handwriting on it obviously. "Yes"?

3 MS. SHIRLEY HOUGHTON: Yes.

4 MR. MICHAEL WATSON: Whose handwriting
5 is that?

6 MS. SHIRLEY HOUGHTON: Mine.

7 MR. MICHAEL WATSON: Did you make that
8 at the time, and by "the time," I mean back in 2009?

9 MS. SHIRLEY HOUGHTON: Probably.

10 MR. MICHAEL WATSON: All right. And,
11 therefore, I take it then that this is not an
12 electronic document that you turned over, but it
13 obviously must have been a printout that you put
14 handwriting on and you turned over the hard copy to
15 the Inquiry?

16 MS. SHIRLEY HOUGHTON: Yes.

17 MR. MICHAEL WATSON: And -- and do I
18 take it, therefore, that you had a file of these
19 documents relating to rental?

20 MS. SHIRLEY HOUGHTON: I do have some
21 of the renter information, correct.

22 MR. MICHAEL WATSON: In -- in - in
23 some kind of file then that, I take it, you kept over
24 the years?

25 MS. SHIRLEY HOUGHTON: I had a few

1 here and a few in Florida.

2 MR. MICHAEL WATSON: I see. Now, one
3 of things I noticed here is, first of all, the date,
4 2009.

5 Was 2009 the first year in which, I'll
6 just say you and your husband, if I may, rented your
7 property?

8 MS. SHIRLEY HOUGHTON: That's correct.

9 MR. MICHAEL WATSON: When did you
10 acquire that property?

11 MS. SHIRLEY HOUGHTON: 2008.

12 MR. MICHAEL WATSON: And here we see
13 that the email is from your husband at his Collus
14 email address to somebody.

15 Do you see that?

16 MS. SHIRLEY HOUGHTON: Yes.

17 MR. MICHAEL WATSON: Right. And he
18 copied you.

19 MS. SHIRLEY HOUGHTON: Yes.

20 MR. MICHAEL WATSON: Right. And then
21 if we can go to the next one, which is Exhibit E, this
22 then is 2012, right?

23 MS. SHIRLEY HOUGHTON: Yes.

24 MR. MICHAEL WATSON: Right. And if we
25 can go down to the bottom, we see -- now this is from

1 you, right?

2 MS. SHIRLEY HOUGHTON: Yes.

3 MR. MICHAEL WATSON: So do I take it
4 that Mr. Houghton himself was handling the rentals in
5 the first years and then later you did?

6 MS. SHIRLEY HOUGHTON: No. He is
7 listed as the primary renter, so his -- unfortunately
8 that email address got stuck up there.

9 MR. MICHAEL WATSON: All right. The -
10 - if -- if we go back and we can take -- take a look
11 at the first one. But he was providing information
12 and he was responding, right, to -- back in 2009.

13 MS. SHIRLEY HOUGHTON: Maybe he did in
14 2009.

15 MR. MICHAEL WATSON: Right. And so at
16 some point that changed to you?

17 MS. SHIRLEY HOUGHTON: Yes.

18 MR. MICHAEL WATSON: Right. And
19 between two -- this is the next one in the chronology.
20 Between 2009 and 2012 -- leaving aside the Mr. Bonwick
21 situation, between 2009 and 2012 did you rent your
22 place at all?

23 MS. SHIRLEY HOUGHTON: Yes.

24 MR. MICHAEL WATSON: About how many
25 times in that three-year period?

1 MS. SHIRLEY HOUGHTON: Oh, sorry, a
2 three-year period?

3 MR. MICHAEL WATSON: Between 2009,
4 2012, yes.

5 MS. SHIRLEY HOUGHTON: I think we
6 rented it part of each season.

7 MR. MICHAEL WATSON: All right. Now,
8 this one, March 15th, 2012, says: "Hand delivered,"
9 right?

10 MS. SHIRLEY HOUGHTON: Yes. The lady
11 came to our door and asked to rent our property.

12 MR. MICHAEL WATSON: Your door where?

13 MS. SHIRLEY HOUGHTON: In Florida.

14 MR. MICHAEL WATSON: I see, all right.
15 And then you typed up -- sorry, did you type this up
16 then?

17 MS. SHIRLEY HOUGHTON: I did.

18 MR. MICHAEL WATSON: And you typed up
19 all of the terms?

20 MS. SHIRLEY HOUGHTON: Yes.

21 MR. MICHAEL WATSON: Right. It was
22 important to have the terms set out?

23 MS. SHIRLEY HOUGHTON: Yes. She was
24 quite an elderly lady.

25 MR. MICHAEL WATSON: Right. And the

1 precise dates, the amount, and so on?

2 MS. SHIRLEY HOUGHTON: Correct.

3 MR. MICHAEL WATSON: And then it says
4 in the third paragraph:

5 "Please register with Eagle Creek."

6 And I see Eagle Creek at the top right.
7 What's Eagle Creek?

8 MS. SHIRLEY HOUGHTON: That's where
9 we live in Florida.

10 MR. MICHAEL WATSON: Is that some kind
11 of -- I don't know, you know, this sort of, you know,
12 group of condominiums or something like that?

13 MS. SHIRLEY HOUGHTON: Yes.

14 MR. MICHAEL WATSON: And so renters
15 have to register with Eagle Creek?

16 MS. SHIRLEY HOUGHTON: They don't
17 always have to register. They can register if they
18 want to use the amenities there.

19 MR. MICHAEL WATSON: And then the next
20 one, I'm not going to take too much longer on this
21 Exhibit F, we see another one, 2014. And this doesn't
22 have a full address at the top, just a name. You see
23 that?

24 MS. SHIRLEY HOUGHTON: Yes.

25 MR. MICHAEL WATSON: And this again is

1 one that you typed up?

2 MS. SHIRLEY HOUGHTON: Yes.

3 MR. MICHAEL WATSON: And was this a --
4 an American renter?

5 MS. SHIRLEY HOUGHTON: I believe it
6 was, yes.

7 MR. MICHAEL WATSON: All right. And
8 again you set out all of the details of the rental in
9 this, right?

10 MS. SHIRLEY HOUGHTON: Yes.

11 MR. MICHAEL WATSON: Right. To make
12 sure there's no misunderstanding as to the length of
13 time and how much it cost and all of that?

14 MS. SHIRLEY HOUGHTON: M-hm.

15 MR. MICHAEL WATSON: "Yes"?

16 MS. SHIRLEY HOUGHTON: Correct.

17 MR. MICHAEL WATSON: Right. But you
18 didn't do that for Mr. Bonwick at all, nothing
19 whatsoever.

20 MS. SHIRLEY HOUGHTON: No, because I
21 was standing in front of him.

22 MR. MICHAEL WATSON: As the lady in
23 Florida was in 2012?

24 MS. SHIRLEY HOUGHTON: She was quite
25 an elderly lady and asked me if I would type one up

1 for her.

2 MR. MICHAEL WATSON: Oh, she asked you
3 to type one up for her?

4 MS. SHIRLEY HOUGHTON: Yes.

5 MR. MICHAEL WATSON: I see. Those are
6 my questions, Your Honour. Thank you.

7 THE HONOURABLE FRANK MARROCCO: Thank
8 you. Mr. Breedon...?

9 I guess, Mr. Bon -- oh, which order
10 we're going to go in. Who's next? You're supposed to
11 pick the order.

12 MR. RYAN BREEDON: Why don't I go next
13 --

14 THE HONOURABLE FRANK MARROCCO: Sure,
15 go ahead.

16 MR. RYAN BREEDON: -- and then Mr.
17 Chenoweth can go.

18 MR. FREDERICK CHENOWETH: That's my
19 understanding, Your Honour.

20

21 CROSS-EXAMINATION BY MR. RYAN BREEDON:

22 MR. RYAN BREEDON: Ms. Houghton, my
23 name is Ryan Breeden. I'm counsel for the Town.

24 Just a couple of questions about your
25 affidavit. It was sworn yesterday, it looks like?

1 MS. SHIRLEY HOUGHTON: Correct.

2 MR. RYAN BREEDON: All right. And you
3 understand that it's a sworn statement?

4 MS. SHIRLEY HOUGHTON: Yes.

5 MR. RYAN BREEDON: It's the same as
6 giving evidence under oath. It's the --

7 MS. SHIRLEY HOUGHTON: Yes.

8 MR. RYAN BREEDON: -- the same thing.

9 MS. SHIRLEY HOUGHTON: Yes.

10 MR. RYAN BREEDON: And -- and so you
11 read it before you swore it, of course?

12 MS. SHIRLEY HOUGHTON: I did, but
13 there was a couple of changes that had to be made.

14 MR. RYAN BREEDON: Right. Well, we've
15 seen -- we've seen -- one (1) was the transposition.
16 That was just a typographical error.

17 Can we pull -- pull up the affidavit
18 and look at paragraph 9, please?

19 And the other change that you wanted to
20 make was with respect to -- sorry.

21 MS. SHIRLEY HOUGHTON: Was the
22 transposition number in 9.

23 MR. RYAN BREEDON: Right. The
24 transposition in 9. And then can we scroll down,
25 please? Sorry --

1 MS. SHIRLEY HOUGHTON: Number 13.

2 Number 13.

3 MR. RYAN BREEDON: Right. In number
4 13 it's the months, because it says here that Mr.
5 Bonwick would rent the property for four (4) months,
6 from November 2011 to February 2012, and, as I
7 understand it, what you're saying now is that in fact
8 he was renting it from -- in November and December of
9 2011?

10 MS. SHIRLEY HOUGHTON: Yes.

11 MR. RYAN BREEDON: And then again in -
12 - is it April or May?

13 MS. SHIRLEY HOUGHTON: April and May
14 of '12.

15 MR. RYAN BREEDON: And you testified
16 that -- Mr. Mather asked you how you knew that, and
17 your evidence, as I understand it, was that you
18 remembered when you had rented the property?

19 MS. SHIRLEY HOUGHTON: M-hm.

20 MR. RYAN BREEDON: "Yes"?

21 MS. SHIRLEY HOUGHTON: That's correct.

22 MR. RYAN BREEDON: Okay. Presumably
23 your memory was the same yesterday when you swore the
24 affidavit as it is today?

25 MS. SHIRLEY HOUGHTON: I didn't get

1 the affidavit until last night, and I had left a note
2 at Mr. Chenoweth's house that the dates were incorrect
3 on that statement.

4 MR. RYAN BREEDON: So you swore the
5 affidavit. I just want to understand what the process
6 is. You swore the affidavit even though you knew it
7 was wrong, but left a note to that effect?

8 MS. SHIRLEY HOUGHTON: Well, I was at
9 his house last night and he had to leave, and then I
10 brought the document back and I noted these two (2)
11 changes on there.

12 MR. RYAN BREEDON: All right.

13 MS. SHIRLEY HOUGHTON: I didn't know
14 how else to deal with the situation.

15 MR. RYAN BREEDON: Mr. -- Mr. Bonwick
16 testified earlier today about when he was using your
17 property. And did you watch his evidence?

18 MS. SHIRLEY HOUGHTON: No, I did not.

19 MR. RYAN BREEDON: Did somebody tell
20 you about his evidence?

21 MS. SHIRLEY HOUGHTON: No.

22 MR. RYAN BREEDON: He testified that
23 his understanding was that you and your husband use
24 the property yourselves every year.

25 MS. SHIRLEY HOUGHTON: Periodically.

1 MR. RYAN BREEDON: Right. And I -- I
2 guess in this year, would have used it in the
3 January/February/March time period?

4 MS. SHIRLEY HOUGHTON: We weren't
5 there that much that year.

6 MR. RYAN BREEDON: Did you use it
7 every year?

8 MS. SHIRLEY HOUGHTON: We used it a
9 bit every year, but really not until 2015.

10 MR. RYAN BREEDON: Did you use it at a
11 consistent time every year? Like, was --

12 MS. SHIRLEY HOUGHTON: No.

13 MR. RYAN BREEDON: -- there a
14 particular week or something that you always tried to
15 be there?

16 MS. SHIRLEY HOUGHTON: No.

17 MR. RYAN BREEDON: You also -- we also
18 heard from Mr. Bonwick that during that fall 2011
19 period, he was only there for a few days on -- spread
20 out over two (2) occasions. And Mr. Mather asked you
21 about that earlier today.

22 You recall that?

23 MS. SHIRLEY HOUGHTON: Yes.

24 MR. RYAN BREEDON: All right. And you
25 -- you testified that you were aware of that. You

1 were aware that Mr. Bonwick had only used the property
2 on those few days?

3 MS. SHIRLEY HOUGHTON: I was aware
4 that he wasn't there a lot, yes.

5 MR. RYAN BREEDON: And you testified
6 that you had learned that before today, i.e., that it
7 -- it wasn't just today that you had learned how
8 little Mr. Bonwick had used the property.

9 MS. SHIRLEY HOUGHTON: No. It was
10 probably a few years back.

11 MR. RYAN BREEDON: When did you learn
12 that?

13 MS. SHIRLEY HOUGHTON: Sometime in '12
14 probably, '12 or '13.

15 MR. RYAN BREEDON: Did you have any
16 discussions before today with Mr. Bonwick about what
17 his evidence was going to be?

18 MS. SHIRLEY HOUGHTON: No.

19 MR. RYAN BREEDON: Did you ever have
20 any discussions with your husband about what Mr.
21 Bonwick's evidence was going to be?

22 MS. SHIRLEY HOUGHTON: No.

23 MR. RYAN BREEDON: Can we look at that
24 Exhibit K, please? This is the one at page 31.

25

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: Scroll down. Okay.

4 So in the -- this is the email that you did have a
5 chance to look at. And in what appears to be the very
6 bottom paragraph on the screen, the one that starts
7 with the words: "Then, with Paul and Ed."

8 MS. SHIRLEY HOUGHTON: M-hm.

9 MR. RYAN BREEDON: You see that?

10 MS. SHIRLEY HOUGHTON: Yes.

11 MR. RYAN BREEDON: All right. You
12 highlighted that earlier when Mr. Mather was asking
13 you about this email.

14 And -- and as I understand what you
15 said, what you were trying to say, looking at this, it
16 prompted you to ask your husband whether he was
17 involved in some sort of business with Mr. Budd, the
18 author of the email?

19 MS. SHIRLEY HOUGHTON: Correct.

20 MR. RYAN BREEDON: Okay. And that's
21 because it certainly sounds like that's what Mr. Budd
22 is saying in this email.

23 MS. SHIRLEY HOUGHTON: Yes.

24 MR. RYAN BREEDON: And -- and your
25 evidence was that your husband told you that he was

1 not involved in any business.

2 MS. SHIRLEY HOUGHTON: He said he was
3 not involved in this business. He was interested in
4 having this as a utility venture.

5 MR. RYAN BREEDON: Okay. And did you
6 then ask him why Mr. Budd seemed to think that he was
7 -- they were involved in business together?

8 MS. SHIRLEY HOUGHTON: No. I don't
9 recall asking that question. I just know that I asked
10 Ed.

11 MR. RYAN BREEDON: But -- but didn't
12 you wonder why Mr. Budd seemed to think that Ed was in
13 business with him?

14 MS. SHIRLEY HOUGHTON: No, I didn't
15 think to ask.

16 MR. RYAN BREEDON: Why not?

17 MS. SHIRLEY HOUGHTON: I think if we
18 were in business, we'd have them on our roof. We'd
19 have boxes of them around our house. So, I mean,
20 there was no evidence of any business.

21 MR. RYAN BREEDON: Don't you think
22 it's sort of strange that the gentleman who's sending
23 this email to your husband and Mr. Bonwick, who was
24 your boss at this time, seemed to think that they were
25 all in business together?

1 MS. SHIRLEY HOUGHTON: I didn't give
2 it that much consideration. When Ed said we're not in
3 the business, so we're not in that business.

4 MR. RYAN BREEDON: Thank you very
5 much. Those are my questions.

6 THE HONOURABLE FRANK MARROCCO: Just -
7 - Mr. -- Mr. Bonwick, do you have any questions? I
8 don't think I asked you.

9 MR. PAUL BONWICK: No questions, Your
10 Honour.

11 THE HONOURABLE FRANK MARROCCO: Thank
12 you. Mr. Chenoweth?

13

14 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

15 MR. FREDERICK CHENOWETH: Yes, Mrs.
16 Houghton, you were asked a few questions about the --
17 about the rental of the Florida premises to Mr.
18 Bonwick.

19 Can you, if you would, relay the
20 circumstances, tell this Commission about the
21 circumstances pursuant to which you obtained a cheque
22 for \$19,300 from -- from Compenso?

23 MS. SHIRLEY HOUGHTON: Well, I was
24 downtown and I had --

25 MR. FREDERICK CHENOWETH: Downtown

1 what?

2 MS. SHIRLEY HOUGHTON: Downtown
3 Collingwood. And I went up to Mr. Bonwick's office to
4 deliver my invoice. He was in the office and we were
5 talking and he was asking me if I knew of any places
6 on the Gulf Coast of Florida that he could rent, and I
7 said that our place was available.

8 And, you know, we were talking about
9 time frame, price. I said it was \$4,500 a month. I
10 asked him which months he was looking for. And that
11 seemed to work for him.

12 So, during that conversation, I was
13 talking about, you know, I can -- I have a key if you
14 want a key. Sorry, I'm losing my train of thought.
15 I'm not sure where to look.

16 THE HONOURABLE FRANK MARROCCO: Well,
17 you can probably just look at Mr. Chenoweth since he's
18 asking the questions.

19 MS. SHIRLEY HOUGHTON: Okay, and, you
20 know, the instructions on the house, et cetera. And
21 after that --

22

23 CONTINUED BY MR. FREDERICK CHENOWETH:

24 MR. FREDERICK CHENOWETH: Did you give
25 him the instructions?

1 MS. SHIRLEY HOUGHTON: I did give him
2 the instructions. And I said that there's a lot of
3 instructions at our house. So, I said that I would
4 talk to him later about it.

5 MR. FREDERICK CHENOWETH: You
6 mentioned a key. Did you --

7 MS. SHIRLEY HOUGHTON: Yes.

8 MR. FREDERICK CHENOWETH: -- give him
9 a key?

10 MS. SHIRLEY HOUGHTON: So, I went down
11 to Florida a couple weeks later to open up the
12 property for Mr. Bonwick, and I brought back the key.
13 And, at that point, I gave the key to Mr. Bonwick and
14 wished him well, if he needed any further
15 instructions, he could let me know.

16 MR. FREDERICK CHENOWETH: And on that
17 -- on that -- was it day or evening that you were at
18 Mr. Bonwick's? Was it at Mr. Bonwick's premises that
19 you had this conversation?

20 MS. SHIRLEY HOUGHTON: No, it was at
21 the Compenso office.

22 MR. FREDERICK CHENOWETH: Thank you.
23 And what was your practice with respect to -- to
24 invoicing Mr. Bonwick? Did you email him, deliver?
25 What -- what was your usual practice?

1 MS. SHIRLEY HOUGHTON: I usually
2 delivered them.

3 MR. FREDERICK CHENOWETH: And any
4 sense of what time of the day, week, or month that you
5 usually delivered your invoices to Mr. Bonwick?

6 MS. SHIRLEY HOUGHTON: Pretty well the
7 end of the month.

8 MR. FREDERICK CHENOWETH: All right.
9 And you took and gave Mr. Bonwick your invoice on the
10 occasion of obtaining this cheque?

11 MS. SHIRLEY HOUGHTON: Yes.

12 MR. FREDERICK CHENOWETH: And you
13 didn't do what you have done with other rentals, i.e.,
14 send out a letter with respect to the particulars of
15 the rentals.

16 Would you have had any familiarity with
17 renters who rented your place on other occasions from
18 2009 onward?

19 MS. SHIRLEY HOUGHTON: No. Most of
20 them were not from Collingwood, only Paul.

21 MR. FREDERICK CHENOWETH: Where --
22 where were they from?

23 MS. SHIRLEY HOUGHTON: Some were from
24 New York. I believe two (2) renters were from New
25 York and some were from the Kitchener area.

1 MR. FREDERICK CHENOWETH: Well, did
2 you have any familiarity with these people that you
3 rented to and sent letters with details of the rental
4 to?

5 MS. SHIRLEY HOUGHTON: No.

6 MR. FREDERICK CHENOWETH: So, I take
7 it Mr. Bonwick, unlike your other renters, was someone
8 that you knew. Is that fair?

9 MS. SHIRLEY HOUGHTON: That's correct.

10 MR. FREDERICK CHENOWETH: All right.
11 He was a Collingwood person?

12 MS. SHIRLEY HOUGHTON: Yes.

13 MR. FREDERICK CHENOWETH: All right.
14 And you in fact had been to Mr. Bonwick's home, I
15 think your affidavit says?

16 MS. SHIRLEY HOUGHTON: Yes, at -- at
17 an Elvis festival.

18 MR. FREDERICK CHENOWETH: All right.
19 Thank you. And did you -- you seem to have talked
20 about deposits in some of your -- your earlier rental
21 letters to other individuals than Mr. Bonwick?

22 MS. SHIRLEY HOUGHTON: Correct.

23 MR. FREDERICK CHENOWETH: Why wasn't
24 that a necessity, in Mr. Bonwick's case, to send a
25 letter about that?

1 MS. SHIRLEY HOUGHTON: Because he was
2 going to be renting within four (4) weeks from when we
3 were talking.

4 MR. FREDERICK CHENOWETH: Did you talk
5 about -- in that conversation was there any discussion
6 about your usual practice with respect to payments or
7 deposits or...

8 MS. SHIRLEY HOUGHTON: Yes. I said
9 you could pay me a down payment, but I -- all the
10 renters usually pay me before they enter onto the
11 premises.

12 MR. FREDERICK CHENOWETH: Okay. And
13 as a result of your relaying that to Mr. Bonwick,
14 what, if anything, did he do?

15 MS. SHIRLEY HOUGHTON: He just said,
16 That's fine, I'll just pay it all now, and your
17 invoice.

18 MR. FREDERICK CHENOWETH: Is that what
19 he did?

20 MS. SHIRLEY HOUGHTON: Yes.

21 MR. FREDERICK CHENOWETH: So, in that
22 one (1) visit to his office where you went to deliver
23 your invoice for thirteen fifty (1,350), he paid you
24 for the full amount of the rental --

25 MS. SHIRLEY HOUGHTON: Correct.

1 MR. FREDERICK CHENOWETH: -- that you
2 had discussed on that occasion and that occasion only?

3 MS. SHIRLEY HOUGHTON: Yes.

4 MR. FREDERICK CHENOWETH: All right.
5 At early times discussed the rental of your premises
6 to Mr. Bonwick?

7 MS. SHIRLEY HOUGHTON: No.

8 MR. FREDERICK CHENOWETH: And did you
9 -- what -- what did -- what did you do with the
10 cheque? How did it get to the bank? Do you have any
11 memory of how that occurred?

12 MS. SHIRLEY HOUGHTON: I deposited it.

13 MR. FREDERICK CHENOWETH: Oh. When
14 and where did you deposit it?

15 MS. SHIRLEY HOUGHTON: I probably
16 deposited it that day. I had deposited it into the
17 line of credit that I took out for Florida rent.

18 MR. FREDERICK CHENOWETH: All right.
19 And what bank did you deposit it in? Do you have any
20 --

21 MS. SHIRLEY HOUGHTON: The bank I
22 always use.

23 MR. FREDERICK CHENOWETH: I beg your
24 pardon?

25 MS. SHIRLEY HOUGHTON: The Bank of

1 Nova Scotia.

2 MR. FREDERICK CHENOWETH: Okay. And I
3 -- I take it you were content with the arrangement
4 that you'd made with Mr. Bonwick on that day in that
5 you received his payment in full, correct?

6 MS. SHIRLEY HOUGHTON: Yes.

7 MR. FREDERICK CHENOWETH: Thank you.

8

9 (BRIEF PAUSE)

10

11 MR. FREDERICK CHENOWETH: We've looked
12 at a number of the rentals that -- that you made
13 through the course of your examination and cross-
14 examination.

15 What did you generally get in or about
16 that time for the rental of your premises?

17 MS. SHIRLEY HOUGHTON: I believe it
18 was around four thousand (4,000).

19 MR. FREDERICK CHENOWETH: All right.
20 Did you ever get forty-five hundred (4,500)?

21 MS. SHIRLEY HOUGHTON: Sometimes, yes,
22 when I was renting to a US renter.

23 MR. FREDERICK CHENOWETH: Did you ever
24 get forty-five hundred (4,500) American?

25 MS. SHIRLEY HOUGHTON: Yes.

1 MR. FREDERICK CHENOWETH: All right.

2 And why didn't you get forty-five hundred (4,500)

3 American from Mr. Bonwick?

4 MS. SHIRLEY HOUGHTON: I believe when

5 I said forty-five hundred dollars (\$4,500), I should

6 have said forty-five hundred (4,500) US.

7 MR. FREDERICK CHENOWETH: All right.

8 You forgot that little detail, did you?

9 MS. SHIRLEY HOUGHTON: Yes, I did.

10 MR. FREDERICK CHENOWETH: Okay.

11 MS. SHIRLEY HOUGHTON: New at the

12 renting.

13 MR. FREDERICK CHENOWETH: Thank you.

14

15 (BRIEF PAUSE)

16

17 MR. FREDERICK CHENOWETH: Now, my

18 friend took you to a proposal that Mr. Bonwick -- my

19 friend, Mr. Watson, took you to a proposal that was

20 sent to you by Mr. Bonwick on the 19th of January?

21 MS. SHIRLEY HOUGHTON: Correct.

22 MR. FREDERICK CHENOWETH: That

23 document?

24 MS. SHIRLEY HOUGHTON: Yes.

25 MR. FREDERICK CHENOWETH: And did you

1 have any idea really of what you were looking at when
2 you were looking at the document titled, "Proposal"?

3 MS. SHIRLEY HOUGHTON: No, I had no
4 idea.

5 MR. FREDERICK CHENOWETH: You told us
6 about a conversation you had with Mr. Bonwick when you
7 called him and said, You must have sent this to me in
8 error?

9 MS. SHIRLEY HOUGHTON: Yes.

10 MR. FREDERICK CHENOWETH: He asked you
11 to look at it?

12 MS. SHIRLEY HOUGHTON: Yes.

13 MR. FREDERICK CHENOWETH: Mr. Watson
14 had an interesting exchange with you in which you
15 relayed that he simply asked you to look it over,
16 correct --

17 MS. SHIRLEY HOUGHTON: Correct.

18 MR. FREDERICK CHENOWETH: -- Bonwick
19 did? Did you make any assumptions as to what he
20 wanted you to look it over for?

21 MS. SHIRLEY HOUGHTON: I might have
22 made an assumption that he just wanted another set of
23 eyes on it to correct it.

24 MR. FREDERICK CHENOWETH: Correct it
25 with respect to what?

1 MS. SHIRLEY HOUGHTON: Just
2 grammatical.

3 MR. FREDERICK CHENOWETH: All right.

4

5 (BRIEF PAUSE)

6

7 MR. FREDERICK CHENOWETH: You
8 mentioned that you attended in Florida, I think you
9 mentioned, in sometime mid-October of the year that
10 you got Mr. Bonwick's cheque?

11 MS. SHIRLEY HOUGHTON: Yes.

12 MR. FREDERICK CHENOWETH: And you
13 opened up the place for Mr. Bonwick?

14 MS. SHIRLEY HOUGHTON: I did.

15 MR. FREDERICK CHENOWETH: And you were
16 opening it up for him to use on that occasion. Is
17 that why you were there?

18 MS. SHIRLEY HOUGHTON: Yes. And I was
19 there just for a week's vacation, as well.

20 MR. FREDERICK CHENOWETH: Thank you.
21 And did you -- we talked about your knowledge of
22 whether or not Mr. Bonwick was in the -- in -- in the
23 rental or in the facility.

24 You mentioned that you learned he was
25 not there with any frequency?

1 MS. SHIRLEY HOUGHTON: Yes.

2 MR. FREDERICK CHENOWETH: You learned
3 that sometime before this hearing and before these
4 matters arose?

5 MS. SHIRLEY HOUGHTON: Yes.

6 MR. FREDERICK CHENOWETH: And I think
7 you said you learned that in 2012 or 2013?

8 MS. SHIRLEY HOUGHTON: Yes.

9 MR. FREDERICK CHENOWETH: You earlier
10 mentioned that your husband mentioned to you he had
11 been -- they had -- he and Mr. Bonwick had discussed
12 or Mr. Bonwick had asked for a rebate of some kind?

13 MS. SHIRLEY HOUGHTON: Correct.

14 MR. FREDERICK CHENOWETH: Can you tell
15 me if -- if that's how you came to know that Mr.
16 Bonwick hadn't used it a lot?

17 MS. SHIRLEY HOUGHTON: I believe
18 that's how I came to now.

19 MR. FREDERICK CHENOWETH: Thank you.
20 I'm -- I'm wondering about any other ways you might
21 have known of the utility that Mr. Bonwick -- or the
22 use Mr. Bonwick made of the prev -- of the premises.
23 Ever have a friend drop by or ever receive any phone
24 calls or -- or anything of that nature?

25 MS. SHIRLEY HOUGHTON: Oh, he did call

1 once because he couldn't get the password to work.

2 MR. FREDERICK CHENOWETH: Okay. And
3 did you give him the password on that occasion?

4 MS. SHIRLEY HOUGHTON: Yes, I did.

5 MR. FREDERICK CHENOWETH: All right.
6 And do you -- can you remember whether that was in the
7 -- presumably, the November/December period or the
8 April/May period or what --

9 MS. SHIRLEY HOUGHTON: It was in the
10 November period.

11 MR. FREDERICK CHENOWETH: -- it might
12 have been?

13 MS. SHIRLEY HOUGHTON: I think it was
14 in the November period.

15 MR. FREDERICK CHENOWETH: Very good.

16

17 (BRIEF PAUSE)

18

19 MR. FREDERICK CHENOWETH: Those are
20 all the questions I have of this witness. Thank you,
21 Your Honour.

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

24 MR. JOHN MATHER: No re-examination.

25 THE HONOURABLE FRANK MARROCCO: Thank

1 you very much, Ms. Houghton.

2

3

(WITNESS STANDS DOWN)

4

5

THE HONOURABLE FRANK MARROCCO: Well,

6 that concludes matters for today. And Monday ten

7 o'clock.

8

9 --- Upon adjourning at 3:57 p.m.

10

11 Certified Correct,

12

13

14

15 Wendy Woodworth, Ms.

16

17

18

19

20

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23

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25

<u> </u> \$	34:20	4 160:11	206:2,3,2	17 30:20
\$10,000	\$4,500	167:18	2 227:8	31:15
83:19	245:11	168:5	11/'12	175 96:20
127:10,14	287:9	170:13,21	220:24	237:12
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