



**“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

May 1st, 2019

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APPEARANCES

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 ) Counsel  
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(No Counsel) ) For Paul Bonwick  
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William McDowell ) For Town of Collingwood  
Ryan Breedon )  
Patrick Gajos (np) ) For Collus PowerStream  
 ) Corporation

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1 --- Upon commencing at 10:00 a.m.

2

3 CONTINUED EXAMINATION-IN-CHIEF BY MR. JOHN MATHER:

4 MR. JOHN MATHER: Good morning, Mr.  
5 Lloyd.

6 MR. RICHARD LLOYD: Good morning.

7 MR. JOHN MATHER: When we were  
8 speaking yesterday, we had just started talking about  
9 the meetings where the RFP was scored. I showed you  
10 that as we understand it, there was two (2) meetings,  
11 one (1) on November 23rd, where the non-financial  
12 components were scored, and a second meeting on  
13 November 28th, when the financial components were  
14 reviewed and scored.

15 And I was asking you questions about  
16 the November 23rd meeting, so I'm going to continue  
17 asking you questions about that process.

18 MR. RICHARD LLOYD: Can I just  
19 confirm, I'm still under oath, correct?

20 MR. JOHN MATHER: Yes, you are.

21 MR. RICHARD LLOYD: Thank you.

22 MR. JOHN MATHER: So you said that you  
23 were given the non-financial package for review prior  
24 to the meeting. Did you complete your scores prior to  
25 the November 23rd meeting?

1 MR. RICHARD LLOYD: The dates are a  
2 little confusing, but yes, before the meeting, we've -  
3 - we filled out the score sheet ourselves. That's  
4 correct.

5 MR. JOHN MATHER: And when you say  
6 "filled out the score sheet," what you mean by that?

7 MR. RICHARD LLOYD: It was ranking --  
8 it was ranking each category.

9 MR. JOHN MATHER: Did you have a  
10 physical score sheet?

11 MR. RICHARD LLOYD: I -- I apologize.  
12 Pardon?

13 MR. JOHN MATHER: Did you have a  
14 physical score sheet that you were writing rankings  
15 down? Was it electronic?

16 MR. RICHARD LLOYD: It was a -- a  
17 paper copy, yes.

18 MR. JOHN MATHER: A paper -- a hard  
19 copy?

20 MR. RICHARD LLOYD: That's correct.  
21 Thank you.

22 MR. JOHN MATHER: And then what did  
23 you do with that hard copy score sheet?

24 MR. RICHARD LLOYD: We handed it in at  
25 the meeting, and that was the last I'd seen of it.

1 MR. JOHN MATHER: Who did you hand it  
2 to at the meeting. Do you recall?

3 MR. RICHARD LLOYD: I think -- I would  
4 think that the executive secretary took them all.

5 MR. JOHN MATHER: Would that be Pam  
6 Hogg?

7 MR. RICHARD LLOYD: That's correct.

8 MR. JOHN MATHER: Before you handed  
9 your score sheet to Ms. Hogg, was there any discussion  
10 about scoring at the meeting?

11 MR. RICHARD LLOYD: I -- I can't  
12 remember. I don't think there was any discussion  
13 other than what was supposed be discussed. It wasn't  
14 a -- a what did you do, or something like that. It  
15 was --

16 MR. JOHN MATHER: So what -- what did  
17 you understand was supposed to be discussed?

18 MR. RICHARD LLOYD: When we did the  
19 scoring, then KPMG obviously took all the -- the  
20 scoring and -- and did a spreadsheet or -- or an  
21 overhead projection, if I remember right, of all the  
22 categories and where everybody was at.

23 MR. JOHN MATHER: So you're recalling  
24 some sort of overhead projection that -- and you said  
25 you had all the categories, and everybody -- where

1 everybody was at. So did that reflect the scores that  
2 had been provided?

3 MR. RICHARD LLOYD: It didn't say who  
4 voted what. It was just reflective of a cumulation.  
5 KPMG dissected all the -- the scoring that everybody  
6 put in, and the overhead was a -- a large TV that's in  
7 the boardroom, that everything was put on it and  
8 presented -- and presented by KPMG. I believe that's  
9 how it worked out.

10 MR. JOHN MATHER: Okay if we could  
11 turn up document CPS6920.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: The projection that  
16 you were just describing, did it look something like  
17 this?

18 MR. RICHARD LLOYD: It did.

19 MR. JOHN MATHER: It's our  
20 understanding that this reflects the scores -- the  
21 non-financial scores of the team members. You had  
22 said that it didn't identify who had scored what.

23 Is this different than what was on the  
24 screen at the time?

25 MR. RICHARD LLOYD: No, I think what



1 happened -- originally, it didn't. I -- I have no  
2 idea. I don't remember. Obviously, it's on here. My  
3 memory was that -- that it wasn't influenced.

4 I think what happened was, if I -- my  
5 understanding would be that KPMG took all the  
6 valuations and then that's when they did a  
7 spreadsheet. I didn't think it showed everybody's  
8 individual names, but...

9 MR. JOHN MATHER: So your recollection  
10 is what you were looking at at the time didn't show --

11 MR. RICHARD LLOYD: That's correct.

12 MR. JOHN MATHER: -- the individual  
13 names?

14 MR. RICHARD LLOYD: Yeah.

15 MR. JOHN MATHER: After a version of -  
16 - of something that looked like this that at least  
17 reflected the scores was put up at the meeting, at  
18 that point, was there a discussion about the scoring?

19 MR. RICHARD LLOYD: The -- there was  
20 discussion by KPMG leading us through it and  
21 explaining where the scores were, and -- and -- but it  
22 wasn't -- it wasn't questioning how we scored it,  
23 individually. It was just showing the -- the actual  
24 score. And again, I'm -- I'm going from memory from  
25 eight (8) years ago, trying to --

1 MR. JOHN MATHER: Understood.

2 MR. RICHARD LLOYD: Yeah.

3 MR. JOHN MATHER: Do you remember if  
4 there was discussion among the Task Team members about  
5 the results they were seeing?

6 MR. RICHARD LLOYD: I don't think so,  
7 other than we've seen the results, and that's how --  
8 there was no influence by any of the Task members,  
9 either.

10 MR. JOHN MATHER: So I'm going to walk  
11 through the -- the non-financial scoring --

12 MR. RICHARD LLOYD: Sure.

13 MR. JOHN MATHER: -- and then I'll  
14 have some questions for you at the end and -- and  
15 perhaps as we go along.

16 So this is the first page of what we  
17 understand to be the record of the scoring. And it's  
18 in the first category, customer experience and  
19 satisfaction, supporting in -- the interests of the  
20 communities. And we see here that you scored  
21 PowerStream a ten (10)?

22 MR. RICHARD LLOYD: That's correct.

23 MR. JOHN MATHER: Yeah. And we can  
24 also see that a lot of people scored PowerStream a ten  
25 (10), incurring -- including Ms. Cooper and Mr.

1 Houghton?

2 MR. RICHARD LLOYD: Everyone but one  
3 (1).

4 MR. JOHN MATHER: Yes.

5 MR. RICHARD LLOYD: That's right, and  
6 it was a nine (9).

7 MR. JOHN MATHER: Mr. Fryer?

8 MR. RICHARD LLOYD: That's right.

9 MR. JOHN MATHER: Yes. So if we could  
10 go to the next -- okay. So this is the next category,  
11 provision of strategic and specialized resources,  
12 support in growing Collus business. Again, we see  
13 that the point value is thirty (30), and you've scored  
14 PowerStream thirty (30)?

15 MR. RICHARD LLOYD: Pretty consistent.  
16 There's one (1) twenty-five (25), but everyone else  
17 scored thirty (30) as well on it.

18 MR. JOHN MATHER: Yes. So if we go to  
19 the next slide, this is the next category support for  
20 employees and their careers. We see here that you  
21 scored PowerStream ten (10)?

22 MR. RICHARD LLOYD: Four (4) of us  
23 scored ten (10), three (3) scored eight (8), one (1)  
24 nine (9), and one (1) seven (7).

25 MR. JOHN MATHER: Right. And the

1 others who scored ten (10) were Mr. McFadden, Mr.  
2 Garbutt, and Mr. Houghton?

3 MR. RICHARD LLOYD: That's correct,  
4 and Mr. Houghton.

5 MR. JOHN MATHER: I -- yeah, sorry, I  
6 said Mr. Houghton, if you didn't catch me there.

7 MR. RICHARD LLOYD: Sorry.

8 MR. JOHN MATHER: No, that's okay. I  
9 just wanted to make sure we were on the same page.

10 So if we could go to the next. So this  
11 is the next category, competitive distribution rate  
12 and cost structure of Collus. And in this instance,  
13 you scored PowerStream eight (8)? Is that correct?

14 MR. RICHARD LLOYD: That's correct,  
15 yeah.

16 MR. JOHN MATHER: Yes. And -- and in  
17 this -- in this case, Horizon appeared to otherwise  
18 get top marks?

19 MR. RICHARD LLOYD: That's -- that's  
20 correct.

21 MR. JOHN MATHER: And we see that Mr.  
22 Houghton also scored PowerStream an eight (8)?

23 MR. RICHARD LLOYD: That's correct.

24 MR. JOHN MATHER: Yeah.

25 MR. RICHARD LLOYD: Yes.

1 MR. JOHN MATHER: And then if we could  
2 go to the next. So this is cultural and synergistic  
3 fit, again out of ten (10). And again, we see that  
4 you've scored PowerStream ten (10) out of ten (10), as  
5 has many of -- other people on the Task Team, except  
6 Mr. Fryer. Is that -- is that your recollection?

7 MR. RICHARD LLOYD: That's accurate.  
8 Yes.

9 MR. JOHN MATHER: Okay. And then if  
10 we can go to the next, and then we get into the  
11 financial components, which isn't filled out at this  
12 point.

13 So that -- what we looked was the  
14 totality of the non-financial components?

15 MR. RICHARD LLOYD: That's accurate.  
16 That's correct.

17 MR. JOHN MATHER: Okay. We see that  
18 both Mr. Houghton and yourself give PowerStream full  
19 marks in every category except one (1). Does that  
20 accord with your recollection?

21 MR. RICHARD LLOYD: I wasn't analyzing  
22 it as we're doing it. If that's what the documents  
23 show it would be, there was no --

24 MR. JOHN MATHER: And I think -- and I  
25 -- we can go look at the category. I believe it was

1 every category except in one (1), you gave them eight  
2 (8) out of ten (10). Does that sound correct?

3 MR. RICHARD LLOYD: And -- and, I  
4 guess, analyzing a little further, you mentioned that  
5 Mr. Houghton and I gave all of them except one (1),  
6 how -- how did I score with the other ones? Like, for  
7 instance, Dean Muncaster, where was I with his score?  
8 Where was I with -- because I can't just use the word  
9 that Mr. Houghton and I were right on the same page,  
10 because was I on the same page with the others?

11 MR. JOHN MATHER: So -- and this is  
12 only with respect to PowerStream --

13 MR. RICHARD LLOYD: Yeah.

14 MR. JOHN MATHER: -- not the other --

15 MR. RICHARD LLOYD: Exactly.

16 MR. JOHN MATHER: -- proponents. I  
17 can tell you from my review, and I'm happy to walk  
18 through this, that you and Mr. Houghton gave the same  
19 scores to PowerStream in every category, and no one  
20 else in every category gave -- gave the same scores  
21 that you and Mr. Houghton did. There was overlap in  
22 other ones. I'm not suggesting there wasn't.

23 MR. RICHARD LLOYD: The other ones,  
24 yeah.

25 MR. JOHN MATHER: Yeah.

1 MR. RICHARD LLOYD: Yeah.

2 MR. JOHN MATHER: And the category  
3 where you gave PowerStream less than full marks was  
4 the competitive distribution rate, which is the one  
5 (1) we looked at.

6 MR. RICHARD LLOYD: Okay.

7 MR. JOHN MATHER: At any time prior to  
8 this meeting did you discuss your scores with Mr.  
9 Houghton?

10 MR. RICHARD LLOYD: No, never, with  
11 anyone.

12 MR. JOHN MATHER: Did you discuss your  
13 scores with anyone else?

14 MR. RICHARD LLOYD: No one at all, no.

15 MR. JOHN MATHER: Do you recall at any  
16 time changing your scores from what you initially  
17 wrote down to what went into the --

18 MR. RICHARD LLOYD: I don't remember.

19 MR. JOHN MATHER: -- presentation?

20 MR. RICHARD LLOYD: I don't think I  
21 did but --

22 MR. JOHN MATHER: Sorry, and again  
23 please wait till I'm --

24 MR. RICHARD LLOYD: I'm sorry.

25 MR. JOHN MATHER: -- finished.

1 MR. RICHARD LLOYD: Yeah.

2 MR. JOHN MATHER: So the question was,  
3 did you change your scores at any time from when you  
4 originally wrote them down on the hard copy to when  
5 they were entered into PowerPoint and --

6 MR. RICHARD LLOYD: No.

7 MR. JOHN MATHER: So that was the  
8 November 23rd, 2011, meeting. The next meeting for  
9 scoring was November 28th, 2011. And it's our  
10 understanding the purpose of that meeting was to  
11 review and score the financial components of the bids.

12 What do you recall about that meeting?

13 MR. RICHARD LLOYD: I just remember  
14 again KPMG presenting. I know that the -- I believe  
15 that -- that all the financials were in a sealed  
16 envelope, and then they were opened, I'm not sure if  
17 that meeting or before, and that's when we -- we  
18 reviewed them.

19 MR. JOHN MATHER: And so you reviewed  
20 them at the meeting?

21 MR. RICHARD LLOYD: I can't -- that's  
22 a -- an assumption. I'm thinking that's probably what  
23 we did. I can't remember if we reviewed them or they  
24 were opened and announced, and then KPMG put them in  
25 the -- the right categories.



1 MR. JOHN MATHER: So you can't recall  
2 if you reviewed them before or at the meeting?

3 MR. RICHARD LLOYD: It wouldn't be  
4 before the meeting. It would be when they were  
5 opened, and I think they were opened at the meeting.

6 MR. JOHN MATHER: Okay. That -- thank  
7 you. Thank you for clarifying.

8 How did you score the financial  
9 results?

10 MR. RICHARD LLOYD: It was based on 30  
11 percent, and you probably have the scores here that we  
12 can look at, how -- how it was scored, on the  
13 computer. I know that it was ranked on -- on the  
14 amount of monies that were -- were being presented.  
15 So if -- for instance, if one (1) was at 10 million,  
16 another one (1) was at -- at 1 million, obviously it  
17 was ranked thirty (30) for the one (1) at 10 million  
18 and the one (1) at one (1) million was ranked at one  
19 (1) or whatever. s right at one (1) or whatever clear  
20 here is that what you

21 MR. JOHN MATHER: And again I just  
22 want to be clear here, is that what you recall  
23 happening or is that what you --

24 MR. RICHARD LLOYD: That's what I  
25 recall. I -- I can't confirm it. Again, it's eight

1 (8) years ago. I'm trying my best.

2 MR. JOHN MATHER: Okay. And to the  
3 best of your recollection, did every team member then  
4 submit a -- a ranking out of thirty (30) based on what  
5 based on what they saw in the financial scores --

6 MR. RICHARD LLOYD: I don't think so.  
7 I think it was all -- when they were opened, it was  
8 obvious who was high and who was low and the ones in  
9 between. So I -- it wasn't scoring them. So I think  
10 it was just, if I remember right, it was -- it was  
11 when they were opened, we could tell which one (1) was  
12 high and which one (1) was low. It's pretty simple  
13 actually.

14 MR. JOHN MATHER: And do you recall  
15 KPMG making any sort of adjustments to the financial  
16 components of any bidders?

17 MR. RICHARD LLOYD: No, I don't  
18 remember anything happening like that.

19 And again, KPMG is a pretty honourable  
20 company. I can't imagine them fudging anything, if  
21 that's what you're suggesting, or changing anything.

22 MR. JOHN MATHER: I'm not suggesting  
23 fudging. What I'm -- there is an indication in the  
24 documents that KPMG made adjustments to, for instance,  
25 Hydro One's bid in order to make it an apples-to-

1 apples comparison.

2 MR. RICHARD LLOYD: Okay.

3 MR. JOHN MATHER: Does that trigger  
4 any recollections?

5 MR. RICHARD LLOYD: No, it doesn't,  
6 but KPMG would be the best to answer that. I'm sure  
7 that they --

8 MR. JOHN MATHER: And so -- and I just  
9 -- I want to know at this point what you recall.

10 Do you recall KPMG ever providing any  
11 explanation to you about whether the financial  
12 components had been adjusted?

13 MR. RICHARD LLOYD: No, but I do  
14 remember when I read this document, there's stuff in  
15 there about it but I don't remember anything at the  
16 time.

17 MR. JOHN MATHER: Okay. So if we  
18 could bring Document CPS6920 back on the screen.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: And I believe it's  
23 Slide 6.

24 So we were looking at this document  
25 just a few minutes ago.

1 MR. RICHARD LLOYD: That's right.

2 MR. JOHN MATHER: We went through the  
3 non-financial --

4 MR. RICHARD LLOYD: That's right.

5 MR. JOHN MATHER: -- categories where  
6 there was numbers populated for everyone. This is the  
7 financial category, and we don't see any numbers  
8 populated.

9 That's -- do you remember if a slide or  
10 a -- sorry, I think it's actually a page of an Excel,  
11 to correct myself, but do you remember if this  
12 component of the scoring was ever populated?

13 MR. RICHARD LLOYD: I -- I believed it  
14 was. We had -- and I think Council was presented with  
15 the numbers. I think there's a slide -- I remember  
16 seeing a slide showing the numbers on it, it was no  
17 secret, so.

18 MR. JOHN MATHER: So if we could go to  
19 the next slide.

20 MR. RICHARD LLOYD: Ahh.

21 MR. JOHN MATHER: So is this the slide  
22 you were referring to?

23

24 (BRIEF PAUSE)

25

1 MR. RICHARD LLOYD: I think there was  
2 a slide that showed the actual financial numbers, like  
3 it -- for instance, if Ontario Hydro was at 18  
4 million, it showed 18 million, whatever the -- the  
5 amount. There was a -- a spreadsheet showing the  
6 actual values that were being presented.

7 MR. JOHN MATHER: And this  
8 spreadsheet, do you remember this being presented at  
9 the scoring meeting?

10 MR. RICHARD LLOYD: No. It would --  
11 you're making it a little bit confusing, to be honest  
12 with you, so I'm not -- I don't know if it was at the  
13 scoring meeting. It would be at the meeting that we  
14 were discussing the financials, whether that was at  
15 the scoring meeting or whatever. So the meeting we  
16 were at with the financials is where it was discussed,  
17 where in fact it was opened.

18 So the -- the sealed envelopes were  
19 opened up. Somebody marked the -- the numbers. I  
20 can't remember if it was Pam or whatever, recorded the  
21 numbers, and I think in fact Mr. Fryer was involved in  
22 it as well, from memory, because it was a financial  
23 thing, and then it was analyzed. I think it was not  
24 unlike a tender where they'd look at it to make sure  
25 everything was complete, that that was the actual

1 number.

2                   Then, from what I understand or what I  
3 remember, is that it was presented back to us with all  
4 the numbers, to show what they actually -- the prices  
5 they put in.

6                   MR. JOHN MATHER:    So what you're  
7 describing, just to confirm, is the -- your  
8 recollection of what occurred at the meeting to review  
9 the financial bids?

10                  MR. RICHARD LLOYD:   No.  This was part  
11 of the financial meeting.

12                  MR. JOHN MATHER:    Okay.

13                  MR. RICHARD LLOYD:   All the  
14 information was gathered and -- and then I think it  
15 went back with KPMG to be conformed, to confirm that  
16 everything was accurate.

17                         It'd be pretty rash to just open a  
18 envelope and say, okay, that's the number without  
19 reading through all the -- the -- making sure the Is  
20 are dotted, the Ts are crossed, and I think that's  
21 what was done.

22                         We did see the numbers, but I think it  
23 did come back later to -- to show us what the actual  
24 accuracy was of it.

25                  MR. JOHN MATHER:    And I'm just trying

1 to confirm your recollection, so --

2 MR. RICHARD LLOYD: That's fine. And  
3 I'm -- trying my best.

4 MR. JOHN MATHER: I -- I understand  
5 that and -- and so from what I understand from what  
6 you're saying, at the fin -- at the meeting to review  
7 the financials, envelopes were opened, that's what you  
8 recall, and then there was a subsequent meeting where  
9 the -- the financial numbers were presented to you?

10 MR. RICHARD LLOYD: I believe that's  
11 what happened. We had to have time to analyze to make  
12 sure all the numbers were in place and correct, so.

13 MR. JOHN MATHER: So you recall  
14 whether that second meeting was a strategic task team  
15 meeting or another meeting?

16 MR. RICHARD LLOYD: It would have to  
17 be the -- the strategic task force meeting. It would  
18 have to be that.

19 MR. JOHN MATHER: And so you say --  
20 but do specifically recall whether it was?

21 MR. RICHARD LLOYD: No, I don't. But  
22 I know that the numbers would be -- the reason this is  
23 a little bit confusing is I know that the numbers were  
24 presented to Council as well, to show the financials  
25 and everything, so there has to be another slide

1 showing the numbers, like the 18 million, that -- that  
2 one (1) was offering, and fifteen (15) or fourteen  
3 (14) on the other one.

4                   There -- there's actual disclosure of -  
5 - of the numbers.

6                   MR. JOHN MATHER:     And -- and we see  
7 that at the December 5th Council meeting. I'm -- my  
8 questions right now are focussing on what was  
9 discussed at the strategic task --

10                   MR. RICHARD LLOYD:     Okay.

11                   MR. JOHN MATHER:     -- team meetings.

12                   MR. RICHARD LLOYD:     That clarifies a  
13 lot because I'm starting to think, well, are you  
14 suggesting, and I'm not -- I -- my mind is thinking,  
15 well, are you suggesting there's something wrong with  
16 what went on here? There wasn't, so.

17                   MR. JOHN MATHER:     I'm not trying to  
18 suggest anything. I'm just trying to -- to get your  
19 recollections about what happened at the strategic  
20 task team --

21                   MR. RICHARD LLOYD:     I -- I agree.  
22 Thank you.

23                   MR. JOHN MATHER:     So again we're  
24 looking at the documents that appears to be the  
25 collection of the scoring at the strategic task team.



1 This is the last slide. The slide before this we saw  
2 that there was no data in the financial scoring  
3 components. Here, if you look at the top line, it  
4 says:

5 "Payment for up to 50 percent of  
6 shares and other considerations in  
7 3.1"

8 which is the financial component, and  
9 then we see there are total numbers populated across.

10 MR. RICHARD LLOYD: Right.

11 MR. JOHN MATHER: Do you know how  
12 those numbers were calculated?

13 MR. RICHARD LLOYD: I think when the  
14 consultants looked at it they analyzed them and given  
15 the scores for what they were, I wouldn't know how to  
16 score it. I think that's how it was done.

17 MR. JOHN MATHER: Okay. So if we  
18 could go to paragraph 297 of the Foundation document.

19 So I want to ask you some questions  
20 about an event where a Barrie business reached out to  
21 you seeking assistance in a dealing with PowerStream.

22 Do you know what I'm talking about?

23 MR. RICHARD LLOYD: Totally, yes.

24 MR. JOHN MATHER: Okay. Can you tell  
25 us what you recall about that event?

1                   MR. RICHARD LLOYD:    I had a call from  
2 one of my friend's, which is a Collision -- was a  
3 Collingwood resident, Dan Beggs. Dan Beggs has a  
4 machine shop over in the City of Barrie. He called  
5 me, a little stressed, that for three (3) weeks he had  
6 been trying to get a hold of -- of Barrie Hydro and  
7 never had anybody from out to his site to take a look  
8 at the transformer. He was having transformer issues,  
9 I guess some of his equipment would -- was drawing  
10 more power than necessary or whatever and it would  
11 shut down and -- and he said he's pretty frustrated  
12 nobody would -- he couldn't get anybody to come out.

13                   And he was asking me if I knew anybody  
14 at -- at Barrie Hydro that -- that maybe I could  
15 rattle some chains.

16                   So what I did is I -- I knew that Paul  
17 Bonwick obviously was working for PowerStream and I  
18 just sent him an email said that Danny Beggs was  
19 looking for assistance, is there anything that -- that  
20 you can do to get at least somebody from Barrie Hydro  
21 to get in contact with him, he's been waiting three  
22 weeks to -- to get this problem solved, this  
23 transformer, nobody's even responded to him.

24                   Then you'll see the email chain after,  
25 that they did, immediately somebody got a hold of

1 Danny Begs, I think he spent 80 or \$90,000 on a new  
2 transformer. That wasn't the issue. The issue was  
3 getting it up and running again, and then it was fine.

4 MR. JOHN MATHER: And the paragraph in  
5 front of you, you suggest that this -- your request to  
6 Mr. Bonwick was on October 4th, 2011.

7 Does that sound correct in terms of the  
8 time period?

9 MR. RICHARD LLOYD: Probably, yes,  
10 somewhere around October, November.

11 MR. JOHN MATHER: Why would the  
12 individual who was seeking help with PowerStream, why  
13 would he come to you for help with PowerStream?

14 MR. RICHARD LLOYD: I get calls from  
15 people all over the place, outside this Municipality  
16 as well, still do, trying to help them.

17 I think he was so frustrated he knew no  
18 one else to -- to call, knew that over the 25 years  
19 obviously if I've been involved at the county, I knew  
20 a lot of different organizations.

21 But it's not unusual, put it that way,  
22 I've had lots of people call me to -- for assistance.

23 And that's what I'd said yesterday.

24 MR. JOHN MATHER: Is it fair to say  
25 you've had a lot of people call you for assistance

1 with companies that don't operate in Collingwood?

2 MR. RICHARD LLOYD: Oh, yes. Yes, and  
3 the -- I've even had people bring in their tax bills  
4 from Clearview Township or the Town of Blue Mountains  
5 because they thought it was absurd, or helped them  
6 with a bylaw in another municipality. It wasn't  
7 unusual, they -- it was just all part of it.

8 With the county experience it even  
9 helped further because at County Council I -- we were  
10 sitting with -- with all the other municipalities in  
11 Simcoe County, so I did have some connections with  
12 them, so.

13 MR. JOHN MATHER: Do you recall that  
14 when this individual contacted you if he told you why  
15 he was reaching out to you?

16 MR. RICHARD LLOYD: Just exactly what  
17 I told you at the very beginning, that -- that he had  
18 an issue --

19 MR. JOHN MATHER: Sorry, I don't mean  
20 to cut you off, I wasn't specific enough in my  
21 question, why he was -- why he thought you would be an  
22 appropriate person to get in contact with PowerStream.

23 MR. RICHARD LLOYD: Yeah, he thought  
24 it was Barrie Hydro. He was -- he didn't know where  
25 else to turn. He was from Collingwood, good friend of

1 mine. And he has already contacted Barrie Hydro  
2 several times to no avail, didn't get any response at  
3 all from them.

4 MR. JOHN MATHER: And when you  
5 contacted Mr. Bonwick, do you recall what he said to  
6 you in response?

7 MR. RICHARD LLOYD: There's an email,  
8 if we could see the email I can --

9 MR. JOHN MATHER: So we can --

10 MR. RICHARD LLOYD: Rather than me  
11 guessing.

12 MR. JOHN MATHER: Understood. So why  
13 don't we pull up TOC 00, sorry, I needed to read the  
14 full number on that paragraph to know what email to  
15 pull up. TOC 61079.

16 So this is the email that was  
17 referenced in the paragraph and it's you reaching out  
18 to Mr. Bonwick and I just wanted to know if you  
19 remembered what his response was to you about this.

20 MR. RICHARD LLOYD: What Paul's  
21 response was? I think he -- the next email tells the  
22 story because he obviously was able to get a hold of  
23 whoever it was at -- at PowerStream or at Barrie  
24 Hydro, which I didn't even know, and it was -- they  
25 went out immediately and dealt with the problem, got

1 it solved, got Dan his business back up and everything  
2 was fine.

3 MR. JOHN MATHER: So, I may be able to  
4 assist you with this. If we could go to TOC 61382.

5 MR. RICHARD LLOYD: Yes.

6 MR. JOHN MATHER: So if we could  
7 scroll down. Scroll up. And sorry, scroll up a bit  
8 more, keep scrolling up. And then -- sorry, just  
9 scroll down a bit further.

10 So this is the next email chain that we  
11 are aware of, and it -- it appears that PowerStream is  
12 reporting to Mr. Bonwick about the actions they have  
13 taken in response to your request.

14 What's not apparent to me was what you  
15 said Mr. Bonwick an email and then we see  
16 PowerStream's taking action.

17 I want to know what you recall about  
18 what Mr. Bonwick said to you after you sent him the  
19 email and before these emails reflecting that  
20 PowerStream took action. If you recall.

21 MR. RICHARD LLOYD: If there's not an  
22 email it would've been me sending it to him, probably  
23 no response then all of a sudden he was dealing with  
24 it.

25 MR. JOHN MATHER: And again, I'm just

1 looking for your recollection, so do you recall if you  
2 spoke to him on the phone about it?

3 MR. RICHARD LLOYD: No, no. It was --  
4 it would be just emails back-and-forth, that would be  
5 it.

6 MR. JOHN MATHER: So if we could,  
7 starting on this email, Mark Henderson at PowerStream  
8 and this is October 5th, 2011, so it's the day after  
9 you emailed Mr. Bonwick the email we were looking at,  
10 Mark Henderson at PowerStream sells -- sends Mr.  
11 Bonwick an email saying, "Please see the email train -  
12 - trail below" and basically from what I understand is  
13 PowerStream addressed the individual's concerns.

14 Is that your recollection?

15 MR. RICHARD LLOYD: And when I read  
16 this email, yes. But when I read this email it says  
17 that -- that we are going beyond the norm to help the  
18 customer with this project. Well, they've been months  
19 waiting for it and didn't get a response from them, so  
20 now they are, which is great.

21 MR. JOHN MATHER: Right, and I just  
22 wanted to confirm that your recollection is that  
23 PowerStream did address the individuals --

24 MR. RICHARD LLOYD: Positively, yes.

25 MR. JOHN MATHER: Okay.

1 MR. RICHARD LLOYD: And earlier I had  
2 said that -- that -- that Dan was quite pleased  
3 because they did respond very quickly.

4 MR. JOHN MATHER: And then if we  
5 scroll up, Mr. Bonwick responds "Thanks very much,  
6 Mark", who is Mr. Henderson at PowerStream, then he  
7 says "This is very useful as it provides DM an  
8 opportunity first-hand to blow our horn during review  
9 stage. I will let him know."

10 I'm assuming DM is Deputy Mayor?

11 MR. RICHARD LLOYD: That's right, yes.

12 MR. JOHN MATHER: Okay. Do -- did you  
13 at the time agree with Mr. Bonwick that PowerStream's  
14 assistance gave you an opportunity to blow their horn?

15 MR. RICHARD LLOYD: Let's go through  
16 this for a minute. We have a friend of mine in Barrie  
17 that has a business that depends on hydro. For weeks  
18 he was down. Nobody responded from Barrie Hydro,  
19 which is PowerStream.

20 He calls me in desperation. I get a  
21 hold of Bonwick hoping that he can assist because I  
22 didn't know anybody at PowerStream I could call. They  
23 then move very quickly.

24 I don't know if blowing your horn is  
25 really the answer at that point, but I was very



1 appreciative that -- that they did respond once I get  
2 involved. But, again, let's go back. Three (3)  
3 weeks, at least, this guy was out of business.

4 MR. JOHN MATHER: So you did  
5 appreciate what PowerStream had done?

6 MR. RICHARD LLOYD: And what Paul  
7 Bonwick did, as well.

8 MR. JOHN MATHER: At that point, did  
9 it change how you viewed PowerStream, knowing that  
10 they were a potential bidder in the RFP?

11 MR. RICHARD LLOYD: None whatsoever,  
12 no. And it didn't even come into -- in any of you at  
13 all. I wasn't even considering it. It was Barrie  
14 Hydro that we were dealing with.

15 I know it's PowerStream, one (1) of  
16 their subsidiaries, but I -- it didn't make any  
17 difference to me at all.

18 MR. JOHN MATHER: Okay. And if we  
19 could scroll up to the next email. Mr. Bonwick says -  
20 - forwards you his conversation with Mr. Henderson.  
21 And then he says, "Let's chat."

22 Did you have a conversation with Mr.  
23 Bonwick?

24 MR. RICHARD LLOYD: I don't remember.  
25 I see the email, but I don't remember. Like, that's,

1 again, eight (8) years ago.

2 MR. JOHN MATHER: So if we could go to  
3 paragraph 299 of the Foundation Document.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: So this is -- comes  
8 a few days after the emails we were looking at. Mr.  
9 Bonwick sent you the following language in -- with an  
10 -- in an email with a message that says, "As per your  
11 request"?

12 MR. RICHARD LLOYD: That's right.

13 MR. JOHN MATHER: And we see that what  
14 he's drafted here is --

15 MR. RICHARD LLOYD: That's right.

16 MR. JOHN MATHER: -- as res -- is an  
17 email to what I understand to be Mr. Henderson at  
18 PowerStream?

19 MR. RICHARD LLOYD: It was a thank  
20 you. I thought it appropriate. You never known down  
21 the road if I need another -- more help from  
22 PowerStream, so I was being cordial as doing the right  
23 thing by thanking them for -- for all their  
24 assistance. And did Mr. Bonwick did help me with the  
25 letter.

1 MR. JOHN MATHER: Okay. And so one  
2 (1) of the reasons you did that was in case you needed  
3 further assistance down the road?

4 MR. RICHARD LLOYD: Partly that. And,  
5 also, I was raised to be quiet with things like that  
6 and if somebody does something for you, you thank  
7 them. That's exactly what I did.

8 MR. JOHN MATHER: Why did you ask Mr.  
9 Bonwick to request that you write this for him?

10 MR. RICHARD LLOYD: Not unlike the le  
11 -- the letters that he had done previously for me.  
12 And I had made it very clear yesterday that -- that  
13 writing letters isn't my forte, any assistance I can  
14 get would be great.

15 He's great at -- at writing letters.  
16 He helped me with it. I've had numerous other people  
17 in the community, as I said yesterday, help me with  
18 letters.

19 MR. JOHN MATHER: And I think we see  
20 that you did send this response if we scroll down --

21 MR. RICHARD LLOYD: I did, yes.

22 MR. JOHN MATHER: -- on October 14th,  
23 it looks like. Is that accurate?

24 MR. RICHARD LLOYD: That's correct,  
25 yes.

1 MR. JOHN MATHER: Did you tell the  
2 Strategic Task Team at any point that you had reached  
3 out to Mr. Bonwick to help an individual with  
4 PowerStream, that PowerStream had responded and that  
5 you had replied with their thanks?

6 MR. RICHARD LLOYD: No. And I -- no.

7 MR. JOHN MATHER: -- with your thanks,  
8 sorry, sir?

9 MR. RICHARD LLOYD: However, I did say  
10 previously today that -- that I didn't feel that it  
11 had anything to do with -- with what we were doing  
12 with PowerStream or anybody with the Strategic Task  
13 Force.

14 This was an isolated situation where a  
15 friend of mine had a business issue with Barrie Hydro,  
16 or PowerStream, where he was shut down because he  
17 didn't have transformer power. They weren't getting  
18 in touch with him or back to him to help him, and I  
19 helped him.

20 But at no point in time did I have  
21 anything to do with -- with what was going on with --  
22 with the potential sale of Collus and so on?

23 MR. JOHN MATHER: And so that was the  
24 reason you didn't tell the Strategic Task Team?

25 MR. RICHARD LLOYD: Your wording's

1 wrong because I had no reason to. I'll put it that  
2 way. That wasn't the reason. That isn't the right  
3 word. I had no reason to tell anybody because I was  
4 helping a taxpayer in the city of Barrie that's a  
5 friend of mine that -- that I believed that -- that I  
6 would help him or anybody else.

7 MR. JOHN MATHER: Fair enough. And --  
8 and perhaps I should have put it this way. Do you  
9 recall turning your mind to whether or not you -- you  
10 should or not distribution -- disclose it this?

11 MR. RICHARD LLOYD: Yeah. No, it even  
12 crossed my mind. Thank you. Yeah.

13 MR. JOHN MATHER: So as we already  
14 went through, we've seen that when you scored the non-  
15 financial components --

16 THE HONOURABLE FRANK MARROCCO: Excuse  
17 me. Are you moving on to something else?

18 MR. JOHN MATHER: I just have another  
19 question in this area, but if -- I'm happy to have you  
20 interject.

21 THE HONOURABLE FRANK MARROCCO: I just  
22 wondered if you could just take a look at the email.

23 MR. JOHN MATHER: Sure.

24 THE HONOURABLE FRANK MARROCCO: And  
25 that email says -- that email says your actions only

1 re-affirm the high level of confidence I have in the  
2 PowerStream organization. But -- but I thought -- I  
3 took from what you said this morning that actually you  
4 weren't ultimately very impressed because it had taken  
5 them three (3) weeks to respond to the person.

6 MR. RICHARD LLOYD: I'm not --

7 THE HONOURABLE FRANK MARROCCO: Did it  
8 occur to you that, you know, the email was saying  
9 something different about PowerStream than you felt?

10 MR. RICHARD LLOYD: I sent that --  
11 that letter of thanks. My -- my first response,  
12 obviously, I wasn't very pleased that I had to get  
13 involved in it to start with at all.

14 I was very pleased that the higher up  
15 people at PowerStream got involved and made sure that  
16 Barrie Hydro, which is Power -- PowerStream, did deal  
17 with it. I wasn't very happy at all that I had to --  
18 that I had a friend that was three (3) weeks out of  
19 power, or limited power.

20 This letter was being polite, trying to  
21 -- to ensure that -- that -- in the future, that if I  
22 was ever dealing with them -- I -- I've done se --  
23 similar things in the past, too, with other  
24 organizations where sometimes I haven't totally agreed  
25 with -- with the outcome, but they've helped me

1 throughout it and I've sent thank yous to them.

2 THE HONOURABLE FRANK MARROCCO: All  
3 right. So you -- you -- it -- you actually didn't  
4 have a high level of confidence in the organization  
5 based on the fact that --

6 MR. RICHARD LLOYD: I do.

7 THE HONOURABLE FRANK MARROCCO: --  
8 they kept your friend waiting for three (3) weeks for  
9 some action?

10 MR. RICHARD LLOYD: Yeah. I -- I do  
11 have a -- or did have a high level of confidence in  
12 the total organization. Somehow, it feel apart in the  
13 city of Barrie and I wasn't very happy with what  
14 happened in that organization.

15 THE HONOURABLE FRANK MARROCCO: All  
16 right. Thank you.

17

18 CONTINUED BY MR. JOHN MATHER:

19 MR. JOHN MATHER: So if we could  
20 scroll up to paragraph 297 again, and then go back to  
21 that document TOC61079.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: So this is the email

1 from the individual. And it -- it relates to -- in  
2 part, to what you were saying about an issue in  
3 Barrie. Sorry, just one (1) second. I may have  
4 pulled up the wrong email.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: Actually, if we  
9 could go to TOC61382.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: Sorry. One (1)  
14 moment.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So if we could just  
19 go back to that email. It's 61382, TOC61382. And  
20 scroll down.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: And then scroll down  
25 further. And go down further. Okay. So sorry, I'm



1 just trying to make sure I find the right place.

2 MR. RICHARD LLOYD: That's fine.

3 MR. JOHN MATHER: So scroll up. And  
4 then scroll up. And one (1) more, sorry. I think  
5 this is the right one.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: When you -- when you  
10 receive this email chain from Mr. Bonwick do you  
11 recall if you looked down to see what PowerStream had  
12 told Mr. Bonwick?

13 MR. RICHARD LLOYD: I don't know if I  
14 ever seen those emails. I don't know if they were  
15 ever forwarded to me.

16 MR. JOHN MATHER: So if we scroll  
17 up --

18 MR. RICHARD LLOYD: I don't -- no  
19 idea.

20 MR. JOHN MATHER: -- we see that  
21 Mr. Bonwick did forward the email chain to you.

22 MR. RICHARD LLOYD: But was it the  
23 whole chain, or just certain ones?

24 MR. JOHN MATHER: If you scroll down,  
25 everything in this chain, it appears, was forwarded to

1 you.

2 MR. RICHARD LLOYD: Okay.

3 MR. JOHN MATHER: But I take it you  
4 don't have a recollection of that.

5 MR. RICHARD LLOYD: No. I've -- I  
6 don't -- when I read these in the document, it was the  
7 first time I had seen -- that I remember ever seeing  
8 them.

9 MR. JOHN MATHER: Okay.

10 MR. RICHARD LLOYD: Yeah.

11 MR. JOHN MATHER: So we have seen that  
12 you reached out to Mr. Bonwick to have -- seek  
13 assistance with PowerStream for an individual who  
14 reached out to you. You were appreciative that  
15 PowerStream reached out to you. You said that one (1)  
16 of the reasons you sent a thank you note was in case  
17 you needed PowerStream's assistance and -- in addition  
18 to other things that you mentioned.

19 And then we've also seen that you gave  
20 PowerStream top marks in every category except one.  
21 Did this experience influence how you scored  
22 PowerStream?

23 MR. RICHARD LLOYD: As I said earlier,  
24 it had nothing to do with -- with what we were doing  
25 with PowerStream, with the -- the sale.

1                   Interesting enough, I'd also yesterday  
2 made it very clear that -- that I -- I felt that it  
3 was PowerStream's to lose. I very much, right at the  
4 get go, believed that -- that a good partnership with  
5 PowerStream made sense; the geographic connection to  
6 Barrie for many reasons was important to me; the  
7 GO Transit possibilities in the future made a lot of  
8 sense.

9                   So I really, as I said yesterday,  
10 believed that PowerStream was the partner we should  
11 have. I -- I tried to keep an open mind throughout  
12 the -- the scoring and everything else, but I  
13 definitely believed, and I still do today. If I was  
14 going through it again, I would still believe that  
15 PowerStream should be the one (1) that we should be  
16 involved with because of the geographic area.

17                   MR. JOHN MATHER:   Okay. So we've seen  
18 in this instance on October 5th, 2011 that Mr. Bonwick  
19 assisted when you had a question or when you sought  
20 some assistance with PowerStream.

21                   Other than this incident throughout the  
22 period of when the STT was formed in August 2011 to  
23 when PowerStream was selected as the preferred  
24 proponent in December 2011, what else did you  
25 understand Mr. Bonwick was doing for PowerStream?

1 MR. RICHARD LLOYD: On I think it was  
2 June 29th, we had a meeting -- an introduction  
3 meeting -- and at that June 29th meeting, I believe,  
4 as I said yesterday, Brian Bentz was at it; Jeff  
5 Lehman, the mayor of the city of Barrie; myself; the  
6 mayor; and CAO Kim Wingrove.

7 And at that meeting, it was explained  
8 to us that Mr. Bonwick was involved with assisting  
9 them as I said yesterday, and that's what I believed  
10 what was told to us at that point.

11 MR. JOHN MATHER: Right. And we  
12 discussed that yesterday. After that meeting and as  
13 the Strategic Task Team's work progressed and as the  
14 RFP went out and the responses came in, did your  
15 understanding change at all about what he was doing?

16 MR. RICHARD LLOYD: I don't think  
17 it -- no, I don't think anything changed at all. I --  
18 from what I understood at the beginning what was  
19 explained to us, he was doing his job.

20 MR. JOHN MATHER: As the RFP was being  
21 developed and after it was released, did you  
22 understand Mr. Bonwick to be seeking to gather  
23 information about the RFP and what the STT was doing?

24 MR. RICHARD LLOYD: I can't speak for  
25 Mr. Bonwick honestly. I would think -- or

1 PowerStream. I just know that -- that that's what  
2 consultants do, and -- and I know that things like  
3 that happen. I can't speak for them.

4 MR. JOHN MATHER: I understood you  
5 can't speak for Mr. Bonwick and -- and that -- that's  
6 fair. My question is, is at the time, what did you  
7 think he was doing?

8 MR. RICHARD LLOYD: Exactly what was  
9 explained to us on the June 29th meeting.

10 MR. JOHN MATHER: Okay. And did that  
11 include speaking to individuals in Council or at  
12 Collus about the RFP?

13 MR. RICHARD LLOYD: Repeat that  
14 question again. I didn't get it. Sorry.

15 MR. JOHN MATHER: Sorry. In your  
16 mind -- and I understand you can only speak to what  
17 was in your mind -- did you believe that Mr. Bonwick's  
18 role as a consultant would include speaking to  
19 individuals on the Strategic Task Team, in Council, or  
20 at Collus about the RFP?

21 MR. RICHARD LLOYD: I think what was  
22 explained to us on -- on June 29th that we could  
23 expect that.

24 MR. JOHN MATHER: Okay. Did he ever  
25 speak with you?

1 MR. RICHARD LLOYD: I can't remember  
2 any specifics, put it that way, but I'm sure. We've  
3 had lots of conversations over the year and everything  
4 else, but I can't think of actual specifics that, you  
5 know, that would be.

6 MR. JOHN MATHER: Okay. So what I  
7 want to do now is I'm going to take you to a few  
8 documents to -- and ask about information that  
9 Mr. Bonwick appears to at least know about and ask --  
10 and ask you about them.

11 MR. RICHARD LLOYD: Okay.

12 MR. JOHN MATHER: And so if we go to  
13 paragraph 269 of the Foundation Document.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: So this is  
18 September 14th, 2011, and to place you in time, this  
19 is in the time period where the Strategic Task Team  
20 has been meeting with potential proponents. That was  
21 just to put you at a point in time, if it assists.

22 MR. RICHARD LLOYD: Do that -- ask me  
23 the question again. Sorry.

24 MR. JOHN MATHER: Sorry. I didn't ask  
25 you a question. I'm just helping orient you in time.

1 It's September 14th, 2011. It's around the time when  
2 the Strategic Task Team was meeting with potential  
3 proponents, and they were giving their presentations.

4 MR. RICHARD LLOYD: Okay.

5 MR. JOHN MATHER: So Mr. Bonwick sends  
6 an email to Mr. Houghton's Gmail account attaching a  
7 memo entitled "PowerStream competitive analysis for  
8 Mr. Houghton's review and comment." And if we could  
9 pull up that document TOC59013.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So this is what was  
14 described in the Foundation Document. It's a draft  
15 memo -- or a memo that's addressed to PowerStream.  
16 It's being sent to Mr. Houghton at this point in time.  
17 If you scroll down, it says:

18 "Please review the following points  
19 of interest as they relate to  
20 presentations to date, as well as  
21 profile points of interest."

22 And then Mr. Bonwick in the -- in the  
23 memo says:

24 "Hydro One, Mike Mueller. Ontario  
25 Hydro clearly articulated the

1 regional value Collus represents to  
2 them. They offered rationale that  
3 Collingwood could be a regional hub,  
4 recognizing that some of the  
5 territory surrounding Collingwood  
6 are presently serviced by Hydro One  
7 and that their model is one (1) that  
8 the province would likely accept."

9 He then goes on in the memo and says:  
10 "It was made clear that all existing  
11 staff would be provided an  
12 opportunity with Hydro, with the  
13 option for senior staff to negotiate  
14 an early retirement."

15 Then it goes on:  
16 "The platform of their presentation  
17 was, generally speaking, predicated  
18 on a straight purchase model would  
19 help to solidify on Hydro One's  
20 position in the region."

21 And then the final bullet:  
22 "While the presenter demonstrated  
23 integrity and in-depth knowledge of  
24 the industry trends and, more  
25 particularly, the South Georgian Bay



1 region, the Assessment Committee was  
2 not enamoured with the concept or  
3 direction Hydro One presented."

4 So it appears that this memo is  
5 relaying information about Hydro One's presentation.  
6 Did you provide Mr. Bonwick with any of the  
7 information about Hydro One?

8 MR. RICHARD LLOYD: None.

9 MR. JOHN MATHER: Okay.

10 MR. RICHARD LLOYD: No.

11 MR. JOHN MATHER: Did you provide them  
12 in the final bullet point any information about how  
13 the Assessment Committee had received any component of  
14 Hydro One's presentation?

15 MR. RICHARD LLOYD: No.

16 MR. JOHN MATHER: Okay. And if we  
17 scroll down. So -- oh, sorry -- we see that there is  
18 also a heading about Veridian and the individuals from  
19 Veridian?

20 MR. RICHARD LLOYD: Yeah.

21 MR. JOHN MATHER: And the first bullet  
22 point is:

23 "Veridian made a very strong and  
24 positive impression on the  
25 Assessment Committee. Once past

1                   their introduction event of  
2                   attendees, they focussed on the  
3                   following..."

4                   And then it goes through points, and so  
5 I'll just give you a moment to read through the  
6 points.

7

8   (BRIEF PAUSE)

9

10                   MR. RICHARD LLOYD:    Okay.

11                   MR. JOHN MATHER:    And scroll down.  I  
12 just want to...

13

14   (BRIEF PAUSE)

15

16                   MR. RICHARD LLOYD:    Okay.

17                   MR. JOHN MATHER:    Did -- and there's a  
18 few more.

19

20   (BRIEF PAUSE)

21

22                   MR. RICHARD LLOYD:    Okay.

23                   MR. JOHN MATHER:    Did you provide  
24 Mr. Bonwick with any of this information about  
25 Veridian's presentation?

1 MR. RICHARD LLOYD: No.

2 MR. JOHN MATHER: So if we could go to  
3 paragraph 279 of the Foundation Document.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: So if we can scroll  
8 down, I just want to confirm the date.

9 So this is an email from Mr. Bonwick to  
10 Mr. Glicksman or an excerpt of that email --

11 MR. RICHARD LLOYD: Okay.

12 MR. JOHN MATHER: -- from  
13 September 20th, 2011. Scroll back up.

14 So Mr. Bonwick is emailing  
15 Mr. Glicksman and providing strategies on how to use  
16 information about the Strategic Partnership Task  
17 Team's views and the plans by at least one (1) bidder.

18

19 And if you scroll down, you see that  
20 Mr. Bonwick was providing information in this  
21 paragraph about what appears to be the Strategic Task  
22 Team's views. For instance, it says:

23 "They believe that palatability is  
24 much greater from a Council  
25 perspective if they are able to

1                    announce this type of scenario  
2                    rather than the perceived loss of  
3                    control in a less than 50 percent  
4                    scenario."

5                    Did you provide Mr. Bonwick with this  
6 information about the Strategic --

7                    MR. RICHARD LLOYD:    I did not.    No.

8                    MR. JOHN MATHER:    Again --

9                    MR. RICHARD LLOYD:    Oh, sorry.

10                   MR. JOHN MATHER:    -- just wait until  
11 I'm finished.    So did you provide Mr. Bonwick with  
12 this information about the Strategic Task Team's  
13 views?

14                   MR. RICHARD LLOYD:    No, I did not.

15                   MR. JOHN MATHER:    Okay.    And if we  
16 scroll down further and keep going down.

17

18    (BRIEF PAUSE)

19

20                   MR. JOHN MATHER:    All right.    I should  
21 have told you to stop.    Go up.

22                   So then we see here that:

23    "Irrespective of the Committee's  
24 buy-in or reluctance on this issue,  
25 the municipal council retains final

1 authority, and it is in this regard  
2 we must remain mindful that at least  
3 one (1) of our competitors, Horizon,  
4 will submit a proposal providing a  
5 50 percent ownership scenario."

6 Did you provide Mr. Bonwick with any  
7 information about what the Task Team expected Horizon  
8 to submit?

9 MR. RICHARD LLOYD: No, I didn't.

10 MR. JOHN MATHER: If we go to  
11 paragraph 302 of the Foundation Document.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: And here we see  
16 October 5th, 2011, Mr. Bonwick is sending a memo to  
17 PowerStream with ideas concerning the RFP bid based on  
18 input over the past several weeks, and then there's  
19 some information here.

20 So if we go down to subparagraph (g),  
21 one -- on the issue of "issue clarification and  
22 management comments" under this heading included:

23 "Provide an example where existing  
24 private sector companies provide  
25 support staff in a cooperative

1                   working environment. Veridian  
2                   emphasized synergies with same  
3                   union."

4                   Do you see that?

5                   MR. RICHARD LLOYD:    Yes.

6                   MR. JOHN MATHER:    Did you provide  
7 Mr. Bonwick with this information about Veridian?

8                   MR. RICHARD LLOYD:    No, I did not.

9                   MR. JOHN MATHER:    Okay. And then if  
10 we could go to paragraph 322 of the Foundation  
11 Document.

12

13   (BRIEF PAUSE)

14

15                   MR. JOHN MATHER:    This is a  
16 November 14th, 2011 email from Mr. Bonwick to  
17 Eric Fagen at PowerStream. He -- Mr. Bonwick advises  
18 that he had sent Dennis Nolan some changes to the  
19 information services section of the PowerStream  
20 proposal, and then Mr. Bonwick elaborates:

21   "While the offer for back-office  
22   support will become a reality, I  
23   highly recommend removing at this  
24   time a general offer of support will  
25   be more warmly received, rather than

1                   telling them what we will provide.  
2                   The senior person for this  
3                   department is presently very  
4                   supportive. I don't want us to lose  
5                   that support."

6                   Do you know, appreciating that you  
7 weren't a recipient of this e-mail, who Mr. Bonwick  
8 was referring to when he says "the senior person" in  
9 that department? The senior person for that  
10 department?

11                   MR. RICHARD LLOYD: No, I don't.

12                   MR. JOHN MATHER: Did you provide Mr.  
13 Bonwick the information that a senior person of any  
14 department was supportive of anything in relation to  
15 the are -- to the potential RFP?

16                   MR. RICHARD LLOYD: No, I didn't.

17                   MR. JOHN MATHER: So we've seen a few  
18 examples of Mr. Bonwick providing information that  
19 appears to be information about what other bidders may  
20 be doing or feedback that was received, or feedback  
21 from the strategic task team.

22                   Was that the sort of information that  
23 you expected Mr. Bonwick to be gathering?

24                   MR. RICHARD LLOYD: If I was on  
25 PowerStream's Board, I would hope that he would be

1 gathering that kind of information.

2                   When I'm sitting on the strategic task  
3 force team, I have no idea how much he got, I don't  
4 know how much of it is -- is -- what he's written to  
5 elaborate on some of the points he was trying to make  
6 with it, they go and dissect the -- the letters and  
7 try to figure out exactly what he's saying, is it  
8 accurate or is it not accurate or is he just trying to  
9 -- to make sure that his client gets the best bang for  
10 their buck and he's trying to give them a -- a good  
11 show for it.

12                   I would have to dissect every one (1)  
13 of them to make sure that -- that it was accurate to  
14 what we did. So I have no idea that -- that he had  
15 this information, I don't know how he got it. I'm not  
16 concerned about it at all, but because I don't think  
17 anything I've seen so far is alarming to me.

18                   MR. JOHN MATHER: Do you -- do you  
19 want me to continue or -- how are you -- what are --

20                   THE HONOURABLE FRANK MARROCCO: Well,  
21 why don't you finish this.

22

23 CONTINUED BY MR. JOHN MATHER:

24                   MR. JOHN MATHER: Okay, sounds good.

25                   So at any point from when you join --



1 at any point from when you -- June 27th, 2011, when  
2 there was the in camera presentation about the  
3 strategic partnership to when PowerStream was  
4 announced as the preferred partner in December or  
5 selected as the preferred partner in December 5th,  
6 2011, did you provide Mr. Bonwick with any information  
7 about the potential sale of Collus or the RFP that you  
8 learned at Council or on the strategic task team?

9 MR. RICHARD LLOYD: I don't believe I  
10 did. No.

11 MR. JOHN MATHER: So you told us  
12 yesterday that you have -- you had no concerns  
13 providing Mr. Bonwick with information that was  
14 relevant to his clients.

15 You also told us that when you did that  
16 you would do it with a view to helping getting deals  
17 completed in -- efficiently or more -- in a more --  
18 more timely manner.

19 You also told us yesterday and today  
20 that it was -- you were leading to PowerStream from  
21 the get go and you thought it was a part -- potential  
22 partner that made sense for the Town.

23 Why didn't you share information you  
24 received with Mr. Bonwick when it relate -- as it  
25 related to PowerStream in this instance?

1 MR. RICHARD LLOYD: I wasn't asked. I  
2 don't think Mr. Bonwick asked me for information  
3 leading to this at all.

4 MR. JOHN MATHER: Had he asked you?

5 MR. RICHARD LLOYD: I'd have to  
6 consider what he was asking. Again, that's -- that's  
7 speculative. I have no idea. Depends on what he was  
8 asking me. If it was something that I felt that --  
9 that was information I could give him or any other  
10 consultant that was working for any of the other  
11 groups, I would -- I would consider it.

12 MR. JOHN MATHER: The other thing you  
13 said yesterday was that it wasn't only people who  
14 asked you for information that you provided  
15 information to, it was people who you understood could  
16 use the information or would benefit from the  
17 information.

18 MR. RICHARD LLOYD: Sure, yes.

19 MR. JOHN MATHER: I take it you  
20 understood that Mr. Bonwick would benefit from the  
21 information you received as a member of the strategic  
22 task team?

23 MR. RICHARD LLOYD: I would think that  
24 he's already got a contract, goals and objectives.

25 Probably I would assume that his

1 contract would be already determined. What you're  
2 suggesting is that if he was able to set some goals  
3 and he would get more money, I have no idea if -- if  
4 preset goals, or if there is anything with this  
5 contract with PowerStream, I've never seen it, I don't  
6 know what it is.

7 MR. JOHN MATHER: What I'm suggesting  
8 to you is we've seen other examples where you were  
9 aware that one (1) of Mr. Bonwick's clients had an  
10 interest in a matter that related to the Town, and  
11 that you had information about in your role as Deputy  
12 Mayor. And in those instances you -- you provided Mr.  
13 Bonwick that information, and you said you had no  
14 concerns about doing it.

15 MR. RICHARD LLOYD: That's right.

16 MR. JOHN MATHER: I am -- I want to  
17 know why it appears that you didn't follow that same  
18 practice -- practice in this case with PowerStream?

19 MR. RICHARD LLOYD: Again, I was on a  
20 strategic task force team, the information I would get  
21 would be sporadic except at the meetings, so I had no  
22 reason to share with anybody.

23 I wasn't asked, so I -- you know, I --  
24 I can't answer it other than no, I didn't share it and  
25 no, I didn't. Why did I? It -- it didn't even come

1 to mind, like it wasn't any issue at all for me.

2 MR. JOHN MATHER: And related to the  
3 questions I have here, you were saying yesterday,  
4 again, that you -- you felt that it was acceptable and  
5 actually a good idea for you to again provide  
6 information when it might assist a local business  
7 person --

8 MR. RICHARD LLOYD: That's correct.

9 MR. JOHN MATHER: -- in order to get  
10 something done. And -- and sometimes that might even  
11 be information that was marked as comp --  
12 confidential.

13 MR. RICHARD LLOYD: Not often.

14 MR. JOHN MATHER: Not often, but  
15 sometimes?

16 MR. RICHARD LLOYD: Yes. It could.

17 MR. JOHN MATHER: I take it then that  
18 it was your view that other members of Council were  
19 equally in a position to take such steps?

20 MR. RICHARD LLOYD: I would -- again,  
21 I don't know how the other members of Council dealt  
22 with their clients or their -- their taxpayers or the  
23 residents of Collingwood. Some dealt with them  
24 differently, no doubt, and helped them.

25 Some perhaps weren't even assisted,

1 maybe they didn't have the interest that -- that was  
2 going on in the community. It would be -- I would be  
3 speculating if I assumed what they were doing.

4 MR. JOHN MATHER: But -- and my  
5 question was more that if you thought it was okay for  
6 you to do this, I take it that if other members of  
7 Council took the same approach, you would think that's  
8 okay?

9 MR. RICHARD LLOYD: Yes, I would.  
10 Yes.

11 MR. JOHN MATHER: Do you not think  
12 that's unworkable, to have various individual members  
13 of Council pursuing Town member -- matters on an  
14 individual basis?

15 MR. RICHARD LLOYD: It's done all the  
16 time, and it's -- I'm sure it's still done when --  
17 when somebody gets a phone call late they -- they deal  
18 with it. I would hope they would deal with it.

19 MR. JOHN MATHER: So you -- you would  
20 hope that everyone was doing what -- what we've seen  
21 that you have done during this time period, which is  
22 assist. We've seen the documents referring to Mr.  
23 Bonwick and your evidence was, in addition to Mr.  
24 Bonwick other businesses in deals they had with the  
25 Town, and you -- you don't think that's unworkable to

1 have individual councillors engage in those sorts of  
2 conversations, rather than as a collective?

3 MR. RICHARD LLOYD: I mean, it happens  
4 all the time and it's no different than me helping a  
5 business in Barrie I was helping. And I think that's  
6 what -- that's what Municipal Councillors do, elected  
7 officials try to help the residents of the community,  
8 the business of the community and so on.

9 I don't think it's uncommon that --  
10 that I know that there's been other members of Council  
11 where they've been lobbied to try and -- and get  
12 something done in a park and they've gone to the park  
13 director to see if it's going to be done.

14 I don't see it any different than what  
15 the role we did 25 years ago. Times have changed,  
16 things are getting tighter, things are -- are getting  
17 more sophisticated than they were back then.

18 But I can remember when I first got  
19 elected we -- we -- some of the members of Council  
20 would go and actually make ice rinks in some of the  
21 residential areas, in the parks of Collingwood for the  
22 kids. Should we have been doing it? Probably not, it  
23 probably should have been paid Park's employees, but  
24 we volunteered, we did it. There was all kinds of  
25 things we did that is above the norm.

1                   So by giving information to businesses,  
2 yes, I did that. And other -- I'm sure other members  
3 of Council have done it over the years. It -- it's  
4 the norm. It was the norm anyway.

5                   MR. JOHN MATHER: And you -- so you've  
6 talked about ice rinks and why that approach works for  
7 ice rinks.

8                   MR. RICHARD LLOYD: Yes.

9                   MR. JOHN MATHER: Do you think it  
10 equally applies when you're dealing, for instance,  
11 with the sale of a piece of Town property?

12                   MR. RICHARD LLOYD: It's totally  
13 different when you're bringing it in that context.

14                   When we're dealing with a piece of Town  
15 property, if we're selling a -- a specified piece of  
16 property that -- that has been done, the clerk's  
17 department looks after it and quite often we're not  
18 involved in it at all other than we're going to do the  
19 best of this property.

20                   If it's something that's more  
21 complicated and we're trying to work through, like we  
22 did at the Mount View Hotel (sic) to bring a whole  
23 bunch of people in to try and get the thing together,  
24 that's a little different circumstance. But most  
25 times Council wouldn't be involved.

1 MR. JOHN MATHER: And so the example  
2 of the Mount View Hotel, is that the example we looked  
3 at yesterday, where you were emailing one (1) of the  
4 parties who was interested and then forwarding it on  
5 to Mr. Bonwick?

6 MR. RICHARD LLOYD: What I was doing  
7 is I e-mailed one (1) of the property owners that --  
8 that owned the property to the north of the Mount View  
9 property, marked my e-mail confidential, trying to get  
10 them to know the urgency to try and sell their  
11 property because the person buying the balance of the  
12 property from the Town wouldn't put that deal together  
13 without -- without buying the property to the north,  
14 as I said yesterday. And I knew Mr. Bonwick was  
15 working for the proponent trying to buy the balance of  
16 the property.

17 So I gave them -- I went to the company  
18 to the north, sent them the email that I thought we  
19 should be moving on this and sent it to Bonwick.

20 MR. JOHN MATHER: And did you report  
21 to Council that you had sent that email?

22 MR. RICHARD LLOYD: I didn't report it  
23 to anybody, I just did it. It's what we did.

24 MR. JOHN MATHER: So in that specific  
25 circumstance where you're dealing with a more complex



1 matter, do you think it would be workable if  
2 individual members of Council, like you, were emailing  
3 the parties involved and not reporting to Council on  
4 what those emails were?

5 MR. RICHARD LLOYD: I do. I think  
6 that -- that as I said yesterday, things get mired in  
7 -- in legal stuff and lawyers and so on and sometimes  
8 it takes somebody on the ground to get -- get stuff  
9 going.

10 I was assisting to try and get this  
11 thing moving at work, it was a success story, I wasn't  
12 keeping it away from Council, I just was dealing with  
13 it.

14 As I said before, I -- I have a bad  
15 habit of micro-managing and I guess that's part of  
16 micro-managing, trying to get this thing put together.

17 And it worked. Again, happy story, we  
18 ended up getting the road widening, very little cost  
19 to the taxpayers. We were able to successfully get  
20 grants. The individual that bought the balance of the  
21 property and the property to the north was able to  
22 close his deal with the Town, cover most the cost of  
23 the property so the Town wasn't saddled with that.

24 It was a -- it was a good news story.

25 MR. JOHN MATHER: And in your view, if

1 another member of Council had been doing what you were  
2 doing on the exact same deal, that would be workable?

3 MR. RICHARD LLOYD: I would  
4 congratulate him for doing it and getting it put  
5 together. I would think that rather than just rubber  
6 stamp stuff in a Council meeting Monday nights, he was  
7 doing his job or her job and trying to help to get  
8 something together, which is helping the community.

9 We help the community in a positive way  
10 by getting the property so we could widen the road and  
11 the previous Council was not successful. The  
12 expropriation didn't work and it just got to  
13 loggerheads.

14 What I did was -- was help put this  
15 thing together and all of a sudden we got a road  
16 widened. And again, I was chair Public Works, the  
17 road widening was important to me.

18 So that was part of one (1) of the  
19 functions I believed as chair of Public Works to try  
20 and help when we could get this road widening through,  
21 and that's what I did there.

22 So there's instances that I -- I  
23 understand the optics, I understand what you're trying  
24 to -- what you're trying to paint. I don't totally  
25 agree that -- that that's exactly the norm for

1 everything.

2 MR. JOHN MATHER: I'm going to move on  
3 to another area.

4 THE HONOURABLE FRANK MARROCCO: Just  
5 one (1) question before we break.

6 MR. RICHARD LLOYD: Thank you.

7 THE HONOURABLE FRANK MARROCCO: Did --  
8 did you think that the strategic partnership task  
9 teams response to one (1) bidder's presentation should  
10 be disclosed to the bidders who hadn't presented yet?

11 MR. RICHARD LLOYD: No.

12 THE HONOURABLE FRANK MARROCCO: Thank  
13 you.

14

15 --- Upon recessing at 11:10 a.m.

16 --- Upon resuming at 11:24 a.m.

17

18 MR. RICHARD LLOYD: His Honour had  
19 asked me a question, and I answered, and I just felt  
20 that it might require a little bit more information on  
21 it.

22 Your Honour, you had asked me a  
23 question about whether one (1) bidder should have had  
24 all this information sort of thing. And I had  
25 answered, "No," but I'm not so sure. And again, I --

1 I don't know if this information was -- could have  
2 been available for others if it was asked for.

3                   You know, so I know that we've read the  
4 documents and seen through the documents, but I can't  
5 tell you -- I said that one (1) bidder shouldn't have  
6 it, and I agreed with -- with that, but I'm not so  
7 sure that -- that if others had requested or asked for  
8 it, that some of this information wouldn't have been  
9 available to the other bidders, as well.

10                   THE HONOURABLE FRANK MARROCCO:     But --  
11 but somebody has to go first.

12                   MR. RICHARD LLOYD:     Yeah, exactly.

13                   THE HONOURABLE FRANK MARROCCO:     So the  
14 person who goes first has nothing to ask about. But  
15 the person who goes fourth can ask about the other  
16 three (3). Does that seem fair to you?

17                   MR. RICHARD LLOYD:     It doesn't seem  
18 fair. But I'm just not sure what -- what they had  
19 about the -- Collus if -- if stuff was available with  
20 some of it. I don't know all of it or anything else.

21                   I just didn't want to taint it that --  
22 that, no, it took a little bit more explanation, that  
23 maybe some of this stuff was available and wasn't  
24 confidential because I didn't go through every aspect  
25 of every email that could have been available to

1 others, as well, if that helps.

2 THE HONOURABLE FRANK MARROCCO: Thank  
3 you. Go ahead.

4

5 CONTINUED BY MR. JOHN MATHER:

6 MR. JOHN MATHER: If we could turn up  
7 paragraph 400 and -- and -- sorry, 434 of the  
8 Foundation Document.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So I'm just looking  
13 at the heading here, "Council holds a closed meeting  
14 on December 5th, 2011." And it's our understanding  
15 that at this Council meeting there was an in camera  
16 session in which Collus reported on the results of the  
17 RFP and -- and announced that PowerStream was the  
18 preppered -- preferred proponent out of the RFP.

19 Do you recall that Council meeting?

20 MR. RICHARD LLOYD: I don't, no.

21 MR. JOHN MATHER: So if we could go to  
22 pa -- paragraph 3 -- 436.

23

24 (BRIEF PAUSE)

25

1 MR. JOHN MATHER: So this paragraph  
2 says:

3 "As the meeting was beginning at  
4 7:37 p.m., Mr. Bonwick forwarded an  
5 email string from a developer to  
6 Deputy Mayor Lloyd as Council was  
7 moving from an in camera -- moving  
8 from public session to in camera  
9 meeting."

10 He then writes -- he then advised:

11 "Try to lighten things up a bit when  
12 you go in camera. We need them in a  
13 good mood for other things."

14 Do you remember receiving this email  
15 from Mr. Bonwick?

16 MR. RICHARD LLOYD: And I don't even  
17 know what the developer was. I -- I don't remember  
18 it.

19 MR. JOHN MATHER: Do you -- again, as  
20 you can see in paragraph 437 as we scroll down, at the  
21 meeting there was a Collus Strategic Partnership RFP  
22 review that was to be heard in camera.

23 Do you recall emailing with Mr. Bonwick  
24 about the in camera RFP review?

25 MR. RICHARD LLOYD: I don't remember.

1 MR. JOHN MATHER: Scroll up. Do you  
2 have any recollection at all about what you understood  
3 Mr. Bonwick to mean when he said:

4 "Try to lighten things up -- up a  
5 bit when you go in camera."

6 MR. RICHARD LLOYD: Not at all. This  
7 email was sent to me, or is it to --

8 MR. JOHN MATHER: It was sent to you.  
9 And if it assists, we can pull up the full chain --

10 MR. RICHARD LLOYD: Yeah, no.

11 MR. JOHN MATHER: -- TOC69692.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: So you can see in  
16 that --

17 MR. RICHARD LLOYD: Okay.

18 MR. JOHN MATHER: -- you and Mr.  
19 Bonwick are emailing. You're the only ones on the  
20 email. You report to Mr. Bonwick at 7:35, "Public  
21 meeting is now over." Mr. Bonwick writes back:

22 "Try to lighten things up a bit when  
23 you go in camera. We need them in a  
24 good mood for other things."

25 MR. RICHARD LLOYD: Okay.

1 MR. JOHN MATHER: At the time, do you  
2 recall understanding what he was referring to?

3 MR. RICHARD LLOYD: I don't even  
4 remember the emails, so.

5 MR. JOHN MATHER: Do you recall if you  
6 turned your mind to the fact that Mr. Bonwick may be  
7 asking you to lighten up the mood in the room because  
8 there was going to be a discussion about his client,  
9 PowerStream, being selected as the preferred  
10 proponent?

11 MR. RICHARD LLOYD: I don't think it  
12 would have mattered if it was lightened up or not  
13 lightened up. I -- I don't think there's any  
14 revelance (sic) to it at all.

15 MR. JOHN MATHER: So if we could go to  
16 paragraph 446 of the foundation document.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So this references  
21 an email you sent Mr. Muncaster on December 6, 2011,  
22 which would be the day after the Council meeting we  
23 were just talking about. And you write to Mr.  
24 Muncaster that you have a concern about Tim Fryer and  
25 his obvious distaste for the strategic partnership



1 idea. Then it says:

2 "You suggested that at the next  
3 Collus meeting the Board have an in  
4 camera discussion with Mr. Fryer in  
5 order to bring him onboard."

6 MR. RICHARD LLOYD: That's right

7 MR. JOHN MATHER: Do you recall  
8 sending this email to Mr. Muncaster?

9 MR. RICHARD LLOYD: Yes, I do. And I  
10 also forward it to Mr. Houghton.

11 MR. JOHN MATHER: Okay. And what did  
12 you mean by Mr. Fryer and his obvious distaste for the  
13 strategic partnership idea?

14 MR. RICHARD LLOYD: Mr. Fryer came to  
15 my flower shop to discuss with me the -- what was  
16 going down with the deal of PowerStream, Mr. Houghton,  
17 and felt that it wasn't a good deal and that -- that --  
18 - felt that I should be maybe considering not going  
19 ahead with it and a whole bunch of conversation like  
20 that.

21 I thought -- thought it was  
22 inappropriate. I didn't say much at the time. I was  
23 more surprised because Tim wasn't the type of person  
24 that ever come to lobby me for anything.

25 And the more I got thinking of it, I

1 got hold of the chair of -- of the committee and said  
2 this isn't appropriate. And I think that -- I believe  
3 that I wasn't the only one (1) that was lobbied. I  
4 don't know for sure, but I believe that I wasn't.

5 I just got hold of Mr. Muncaster and  
6 said, You got to deal with this, the guy's not  
7 onboard, he's a staff person, and, you know, like,  
8 he's coming to me for -- to lobby me, and it's not  
9 appropriate.

10 MR. JOHN MATHER: What happened after  
11 you sent Mr. Muncaster and Mr. Houghton this email?

12 MR. RICHARD LLOYD: I don't remember.  
13 I know Mr. Muncaster was going to deal with it, and I  
14 think he did. But I'm sure Mr. Fryer can -- can  
15 answer that. I -- I have no idea at this point.

16 MR. JOHN MATHER: Do -- do you know  
17 what Mr. Muncaster did?

18 MR. RICHARD LLOYD: Pardon me?

19 MR. JOHN MATHER: Do you know what Mr.  
20 Muncaster did?

21 MR. RICHARD LLOYD: No, I have no  
22 idea.

23 MR. JOHN MATHER: Do you know if there  
24 was a discussion at the next Collus board meeting, as  
25 is suggested here?

1 MR. RICHARD LLOYD: No. No, I  
2 wouldn't know. I brought my concerns forth to Mr.  
3 Muncaster.

4 MR. JOHN MATHER: And I want to ask  
5 you some questions about the transaction that led to  
6 the signing of -- of the sa -- of the documents that -  
7 - that are the sale.

8 So there's discussions about a bylaw.  
9 There's negotiations regarding a unanimous shareholder  
10 agreement and a share purchase agreement.

11 MR. RICHARD LLOYD: Okay. Thank you.

12 MR. JOHN MATHER: Do you recall who  
13 represented the Town in the negotiations about the  
14 documents that formalize the transaction?

15 MR. RICHARD LLOYD: The legal  
16 representation?

17 MR. JOHN MATHER: Yes.

18 MR. RICHARD LLOYD: Aird & Berlis.

19 MR. JOHN MATHER: Was there any other  
20 representatives other than the legal representation?

21 MR. RICHARD LLOYD: I -- I don't know.  
22 I would think Aird & Berlis were the legal people. I  
23 know our clerk would be involved, the CAO, no doubt.  
24 I don't know if -- KPMG, I would assume, would be  
25 involved, as well.

1 MR. JOHN MATHER: Do you know who was  
2 providing Aird & Berlis instructions on behalf of the  
3 Town?

4 MR. RICHARD LLOYD: I would hope that  
5 it would go through the CAO's office in conjunction  
6 with -- with Mr. Houghton.

7 MR. JOHN MATHER: So I understand  
8 that's -- that's what you hope would have happened or  
9 you thought may have happened. Do you know if that  
10 was the case?

11 MR. RICHARD LLOYD: No, I -- I don't  
12 know what -- again, municipal Council's role is -- is  
13 limited once it gets to the administration sti --  
14 side, and that's more the clerk's department. She  
15 does a great job on it.

16 MR. JOHN MATHER: So if we go to  
17 paragraph 480.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So this paragraph  
22 references a telephone call with Mayor Cooper,  
23 yourself, and Mr. Houghton. And it appears, based on  
24 Mr. Longo's notes, that the telephone call was on  
25 January 12th, 2012?

1 MR. RICHARD LLOYD: Okay.

2 MR. JOHN MATHER: Do you recall  
3 participating in a te -- telephone conference with Mr.  
4 Longo, Ms. Cooper, and Mr. Houghton on January 12th,  
5 2012?

6 MR. RICHARD LLOYD: I don't.

7 MR. JOHN MATHER: Do you recall  
8 participating in any conversations with Mr. Longo  
9 about the transaction for the Collus sale?

10 MR. RICHARD LLOYD: There was  
11 conversations with Mr. Longo. There was a meeting --  
12 actually, an in camera meeting that he attended. And,  
13 again, there's emails in here from Leo Longo to myself  
14 and Sandra.

15 MR. JOHN MATHER: So with respect to  
16 this meeting that's referred to here, I take it then  
17 it's possible that you participated. You don't  
18 recall?

19 MR. RICHARD LLOYD: I'm sure I did,  
20 yes. I'm sure I did.

21 MR. JOHN MATHER: But you don't have  
22 any recollections about that?

23 MR. RICHARD LLOYD: No. It's...

24 MR. JOHN MATHER: So if we could then  
25 go to paragraph 473 of the Foundation Document. And,

1 actually, before we pull that up, Ms. Wingrove, in her  
2 evidence, described a process whereby she wanted to  
3 include in the bylaw that would approve the sit -- the  
4 -- the share sale transaction a provision that there  
5 had to be a report back to Council before the  
6 documents could be signed.

7                   And she -- her evidence was that that  
8 was met with re -- resistance and that that wasn't the  
9 view of other people involved. Do you recall being  
10 part of those discussions?

11                   MR. RICHARD LLOYD: Yes. We discussed  
12 that yesterday and -- whenever we were talking about  
13 Ms. Wingrove. And generally speaking, all the bylaws  
14 go through the clerk's department, and she does -- she  
15 looks after them. She makes sure all the Is are  
16 dotted, the Ts are crossed.

17                   Sara makes sure that -- that all the  
18 paperwork's in place, the -- the lawyers have always  
19 signed off or, if it's an engineering thing, the  
20 engineers have signed off.

21                   Then, when she's satisfied that she's  
22 got all the information, all the documentations, she  
23 takes it to the mayor for a signature. And then she  
24 signs it.

25                   So the authorizing bylaw, to my

1 knowledge, ever -- never came back to Council. We've  
2 passed an authorize -- authorization bylaw. Then the  
3 clerk looked after all the administration that she  
4 does and she gathers all the information. And when  
5 it's all gathered, then it -- the -- she signs off and  
6 -- and the mayor signs off.

7                   If there's an issue, it comes back.  
8 But, for instance, as I said yesterday, there was  
9 discussion that it's a \$14 million or \$15 million  
10 transaction, that it should come back to Council.

11                   Well, that -- there's no merits in that  
12 because we did over a \$10 million contract with Hume  
13 Street, passed an authorizing bylaw. The clerk signed  
14 it and the mayor signed it once all the paperwork was  
15 done, and I've never seen it come back to Council  
16 unless there's an issue.

17                   MR. JOHN MATHER:    So what I want to  
18 understand is if you recall being part of any  
19 conversations where Ms. Wingrove was suggesting that -  
20 - that it be re -- that there be a report back to  
21 Council before this -- this transaction document was  
22 signed.

23                   Do you remember her making that  
24 suggestion?

25                   MR. RICHARD LLOYD:    I don't remember.

1 I just remember there was discussion that -- that the  
2 authori -- about the authorizing, that there should be  
3 a clause in the authorizing bylaw that comes back to  
4 Council. And I've never seen that ever in the past.

5 MR. JOHN MATHER: So you recall that.  
6 Do you recall that Ms. Wingrove was in favour of that?

7 MR. RICHARD LLOYD: She wanted the  
8 clause, as -- as you've already said. Kim Wingrove  
9 wanted the authorizing bylaw, as what we normally do,  
10 but then she wanted a clause that it comes back to  
11 Council.

12 MR. JOHN MATHER: And it take it from  
13 the -- for the reasons you've just said, you disagreed  
14 that that was necessary?

15 MR. RICHARD LLOYD: I -- it -- it was  
16 unusual. It was not the norm. Twenty-five (25) at  
17 the Council table I never ever seen that ever done. I  
18 don't know if -- as I said yesterday, if Ms. Wingrove  
19 understood the clerk's responsibilities and roles as -  
20 - as much as she should have.

21 The norm was, as I said before, that  
22 once we passed an authorizing bylaw, Council's passed  
23 it, approved it, is satisfied, then it goes to  
24 administration to make sure all the paperwork is done.

25 Let's go the role of Kim, or Ms.



1 Wingrove. So why would it come back to Council? Like  
2 -- so if we have the authorizing signed -- bylaws  
3 signed -- or signatures approved, all the paperwork's  
4 done as it's done in the past, I don't know why it  
5 would come back to Council other than if you wanted to  
6 have a ceremonial signature in front of the media.

7 MR. JOHN MATHER: So I take it then  
8 you didn't think that this was necessary, to have a  
9 further report back to Council? I just want to know  
10 if --

11 MR. RICHARD LLOYD: Yeah.

12 MR. JOHN MATHER: -- that was your  
13 view.

14 MR. RICHARD LLOYD: It didn't make any  
15 sense. We've never done it. And I just think it was  
16 a lack of experience, a lack of Ms. Wingrove's  
17 knowledge of -- of the way municipalities work.

18 MR. JOHN MATHER: Okay. So, if we can  
19 now turn up paragraph 473. So if you recall, there  
20 was a conversation on July 12th between Ms. Cooper,  
21 yourself, Mr. Houghton, and Leo Longo?

22 MR. RICHARD LLOYD: Yes.

23 MR. JOHN MATHER: And this is Ju --  
24 sorry, I -- I might have said July. I meant January.  
25 This is January 13th, 2012. Mr. Bonwick is reporting

1 to Mr. Glicksman at PowerStream, and it refers to Ms.  
2 Wingrove, and he says:

3 "The CAO attempted to cause some  
4 problems in the middle of the week,  
5 requesting the Town lawyer to add  
6 some last-minute items that were  
7 contrary to the ongoing discussion  
8 and agreement. The CAO has since  
9 been engaged at the political level  
10 and has a very clear understanding  
11 of the level of support expected at  
12 this late date. No more problems  
13 expected."

14 Do you recall Ms. Wingrove ever being  
15 engaged at the political level?

16 MR. RICHARD LLOYD: No. I -- I guess  
17 the confusion I got, explain political level. What --  
18 what --

19 MR. JOHN MATHER: What does that mean  
20 to you?

21 MR. RICHARD LLOYD: The only thing I  
22 can see that -- that she's engaged by politicians.  
23 That'd be the only thing.

24 MR. JOHN MATHER: Okay. So, and  
25 you're a politician. Did you ever engage Ms. Wingrove

1 on the issue?

2 MR. RICHARD LLOYD: As I -- my  
3 previous statement was, all of the stuff that I said  
4 about the -- the authorization bylaw.

5 MR. JOHN MATHER: And I understood  
6 what you said but did you ever speak directly to Ms.  
7 Wingrove about that?

8 MR. RICHARD LLOYD: That's what I  
9 said. That's -- that was part of the conversation  
10 with Kim Wingrove that I didn't agree, with the  
11 authorizing bylaw coming back to Council.

12 MR. JOHN MATHER: And I'm just trying  
13 to confirm. So you recall having this discussion?

14 MR. RICHARD LLOYD: I don't remember  
15 the discussion, but I did no doubt talk to Kim about  
16 it.

17 MR. JOHN MATHER: Okay. And I'm just  
18 asking do you have a specific recollection of that or  
19 if you're just --

20 MR. RICHARD LLOYD: No.

21 MR. JOHN MATHER: -- assuming that --

22 MR. RICHARD LLOYD: -- I don't.

23 MR. JOHN MATHER: -- you did? Are you  
24 aware of anyone else who is a politician having a  
25 discussion with Ms. Wingrove about this?

1 MR. RICHARD LLOYD: No, no. I -- I  
2 wouldn't know.

3 MR. JOHN MATHER: So I asked you  
4 earlier about who was representing the Town, and you  
5 said the -- the lawyers at Aird & Berlis.

6 Who at Aird & Berlis did you understand  
7 was representing the Town?

8 MR. RICHARD LLOYD: I can't remember  
9 his name. It wasn't Leo Longo; it was his partner.  
10 There's two (2) of them that -- that were looking  
11 after --

12 MR. JOHN MATHER: Ron Clark and  
13 Corrine --

14 MR. RICHARD LLOYD: That's it.

15 MR. JOHN MATHER: And Corrine Kennedy?

16 MR. RICHARD LLOYD: That's it, yeah.

17 MR. JOHN MATHER: So you understood  
18 they were representing the Town?

19 MR. RICHARD LLOYD: They were  
20 representing the whole transaction.

21 MR. JOHN MATHER: And what did you  
22 understand Mr. Longo's role to be?

23 MR. RICHARD LLOYD: I really didn't  
24 know that -- that Aird & Berlis -- I -- I figured  
25 Aird & Berlis as a whole was looking after the -- the

1 project. The two (2) lawyers that were assigned were  
2 the two (2) that you just mentioned. Ron Clark and the  
3 other lady. I just thought it was all part of the  
4 team, the Aird & Berlis team, trying to put this thing  
5 together.

6 MR. JOHN MATHER: So if we could go to  
7 paragraph 482 of the Foundation Document.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: So -- and maybe  
12 we'll scroll up a paragraph just to provide some  
13 context.

14 So on January 16th, 2012, Mr. Clark,  
15 who you referred to, informed Mr. Longo that there  
16 were two (2) other issues that Mr. Longo needed to be  
17 aware of, and he sets out the two (2) issues.

18 And if we go to paragraph 482, Mr.  
19 Longo emails Ms. Cooper and yourself, advising that  
20 he's reviewed the latest draft agreements. They  
21 contain proposed reps and warranties to be made by the  
22 Town and Services Board:

23 "I will review these -- I will  
24 review these to ensure the Town can  
25 make these statements. What I

1 cannot comment on are the financial  
2 aspects of the deal. Has the Town  
3 received advice that it is receiving  
4 fair value?"

5 And then if we go down, Mayor Cooper  
6 responds:

7 "Collus has included Corrine and Ron  
8 from A&B to review the documents,  
9 also David McFadden, an expert."

10 And she walks through what is -- what  
11 her understanding was about the review that's going  
12 on, and says:

13 "I hope this addresses your  
14 comments."

15 And then Mr. Longo responds in  
16 paragraph 44, it partially addresses his comment, but  
17 he notes:

18 "Ron and Corrine are advising  
19 Collus, not the Town. I just want  
20 to note that the Town's interests  
21 may not be identical to Collus."

22 Do you recall being included on this  
23 email chain?

24 MR. RICHARD LLOYD: Yes, I do.

25 MR. JOHN MATHER: What was your

1 reaction when Mr. Longo said that Ron and Corrine were  
2 advising the Town and -- sorry, were advising Collus  
3 and Collus' interests may not be identical to the  
4 Town's?

5 MR. RICHARD LLOYD: My biggest concern  
6 was at that point in time that -- that I believed that  
7 we were all one. The -- as I said before, the --  
8 Collus was owned by the Town of Collingwood. I had  
9 stated previously, maybe not at the hearing but I had  
10 stated previously that in business, if I'm selling my  
11 business, I wouldn't have a lawyer for my business and  
12 a lawyer for me personally. I felt that was all one.

13 The other thing that -- that comes to  
14 mind is, and as a lawyer you would know this better  
15 than I do, that if Leo had an ab -- an absolute  
16 concern on this thing or the Aird & Berlis law firm, I  
17 would believe that they would have advised us to seek  
18 independent legal advice, because you're obligated to  
19 do that as a lawyer, I believe.

20 The other thing that -- that if it was  
21 a separate company or -- or we needed other lawyers  
22 involved or -- or had concerns of what that one (1)  
23 is, I would have thought that the law firm of Aird &  
24 Berlis would have had us sign an affidavit agreeing  
25 that one (1) law firm can look after both entities.

1                   To my knowledge, none of that was done.  
2 There's no red flags put up on that. The only red  
3 flag I see is, may not be identical to Collus. I'm  
4 not a lawyer but I do believe that there's obligations  
5 if you thought, or if the law firm thought there was a  
6 concern.

7                   MR. JOHN MATHER:    So you then respond  
8 to Mr. Longo and say:

9                   "The fact of the best interests of  
10                   the Town has been -- the fact is  
11                   that the best interests of the Town  
12                   has been the driving force and  
13                   objective for this entire  
14                   initiative. On a consistent basis,  
15                   Council has been fully briefed and  
16                   provided unanimous support to  
17                   continue with this direction."

18                   Why did you respond in that manner?

19                   MR. RICHARD LLOYD:    The way I read  
20 what he was saying at the time was that the interests  
21 weren't identical, that the Town didn't have the same  
22 interests as -- as Collus.

23                   In fact, this says basically that, yes,  
24 we have it, we've been briefed, we -- we -- we are  
25 steering the ship, the Town of Collingwood, and we --



1 we felt very comfortable that -- that the end result  
2 was going to be positive.

3                   Again, I'm not a lawyer. I depend on  
4 Aird & Berlis and Aird & Berlis in my opinion is one  
5 (1) of the finest law firms there is in Ontario.  
6 There's not a better planning lawyer, excuse me, than  
7 Leo Longo in the whole province, or Jane Pepino.

8                   MR. JOHN MATHER: So it sounds like  
9 your response to Mr. Longo was, our interests are  
10 aligned. Is that fair?

11                   MR. RICHARD LLOYD: Was -- I'm sorry?

12                   MR. JOHN MATHER: Our -- the Town of  
13 Collus' (sic) interests are -- are aligned.

14                   MR. RICHARD LLOYD: Totally, yes.

15                   MR. JOHN MATHER: And then what I take  
16 from what you're saying is, if there was anything else  
17 to it, it was up to Aird & Berlis to raise that issue?

18                   MR. RICHARD LLOYD: Common sense tells  
19 me that if you're my lawyer and if you had a concern -  
20 - I've just gone through some real estate transactions  
21 with my own personal lawyer that also had us go out  
22 and seek independent legal advice, and it was just our  
23 matrimonial home.

24                   I would have thought that if there is a  
25 concern, that there's an obligation on behalf of Aird

1 & Berlis to ensure that if it was necessary to have  
2 independent legal advice, that we should do it.

3           In this case, when it was all one (1)  
4 home, one (1) family, one (1) business, one (1) owner,  
5 I don't think they obviously thought it was a concern  
6 or they would have advised us that way, I would hope.

7           The other thing that -- that I've  
8 always seen is, if you represent two (2) parties,  
9 you'd want to make sure you had an affidavit signed in  
10 advance. That was never suggested either. So my  
11 interpretation of all this was, he was just thinking  
12 that -- that our thoughts between Collus and the Town  
13 of Collingwood were not aligned, or our interests.

14           MR. JOHN MATHER: So, and we saw  
15 earlier the genesis of this conversation was Mr. Longo  
16 asking the Town whether or not it had received  
17 independent advice. Why did --

18           MR. RICHARD LLOYD: That one.

19           MR. JOHN MATHER: -- so if we can  
20 scroll up.

21           I added the word "independent" and it  
22 says -- and this is the initial email in this chain.

23           "Has the Town received advice that  
24 it is receiving fair value?"

25           MR. RICHARD LLOYD: That's not what

1 that says to me.

2 MR. GEORGE MARRON: Can I clarify?  
3 The question is -- is posited or poses, the Town --  
4 whether there was some independent legal advice, and  
5 the question was put on that basis, and I think that's  
6 improper. I don't think the evidence is that.

7 MR. JOHN MATHER: So I'll ask --

8 THE HONOURABLE FRANK MARROCCO: Just a  
9 minute. So what do you think it is?

10 MR. GEORGE MARRON: Well, the question  
11 as I thought that was posed by Mr. Longo was -- has  
12 been referred to, and that the question was whether  
13 there was competing interests as between the Town and  
14 as between Collus. There was nothing posed by way of  
15 whether there was independent legal advice. That --  
16 that term was not employed.

17 THE HONOURABLE FRANK MARROCCO: So  
18 it's the word "independent" that --

19 MR. GEORGE MARRON: Yeah. I'm just --  
20 I'm just taking issue with the question as it has been  
21 posed.

22 MR. FREDERICK CHENOWETH: I -- I share  
23 the concern. I thought Mr. Longo -- the issue that he  
24 raised was has the -- has the Town received advice  
25 with respect to whether or not they're getting fair

1 value, not whether or not they're getting independent  
2 legal advice, and I think --

3 THE HONOURABLE FRANK MARROCCO: Well --

4 MR. FREDERICK CHENOWETH: -- they're  
5 two (2) different things.

6 THE HONOURABLE FRANK MARROCCO: --  
7 well I think he's --

8 MR. FREDERICK CHENOWETH: How was a  
9 lawyer --

10 THE HONOURABLE FRANK MARROCCO: -- I  
11 think he's -- I think when he's asking if they  
12 received advice, that -- that it's receiving fair  
13 value, he's implying that he's con -- he's questioning  
14 whether they have received that advice and -- and  
15 whether they -- well, I'm not going to go too much  
16 further down that road.

17 Can you find a way to ask a question  
18 without using the words "independent"?

19 MR. JOHN MATHER: Yes, I should be  
20 able to.

21 THE HONOURABLE FRANK MARROCCO: All  
22 right.

23

24 CONTINUED BY MR. JOHN MATHER:

25 MR. JOHN MATHER: So you receive an

1 email from the Town solicitor that says:

2 "Has the Town received advice that  
3 it is receiving fair value?"

4 There's a subsequent exchange which  
5 leads to the Town solicitor saying that Ron and  
6 Corrine are representing Collus and not the Town, and  
7 that the interests may not be aligned.

8 You -- then we saw your response, which  
9 was, as I understood it, the -- their interests are  
10 aligned.

11 My question for you is: why didn't you  
12 ask Mr. Longo whether or not the Town should be  
13 getting additional advice?

14 MR. RICHARD LLOYD: Okay. I want to  
15 go on the one (1) aspect of what I cannot comment are  
16 the financial aspects of the deal.

17 "Has the Town received advice that  
18 it is -- that it is receiving fair  
19 market value?"

20 I don't -- I don't take that as looking  
21 for legal advice. I take that as looking for  
22 accounting advice to make sure that -- that we've dot  
23 our Is with accounts to make sure that we are getting  
24 good value; that we have done a -- a cost analyzation  
25 of what Collus is worth, and so on. So I don't take

1 that as legal.

2                   You had made the comment about Leo had  
3 -- had suggested that Ron and Corrine were working for  
4 Collus and not necessarily the Town. I don't see  
5 that. He -- I'd like just to see the email where that  
6 is.

7                   MR. JOHN MATHER:    So we can scroll  
8 down. Keep going. Keep going.

9                   So -- sorry, go up. My apologies.  
10 Now, this is an extract of the email, but it's -- Mr.  
11 Longo writes:

12                                 "Ron and Corrine are advising  
13                                 Collus, not the Town. I just wanted  
14                                 to know that their interests not be  
15                                 aligned."

16                   And I guess -- maybe I'll put it this  
17 way. I just want to know why, at this point, when  
18 your lawyer is raising this issue, you didn't take any  
19 other -- you -- you didn't take any further steps to  
20 explore whether there was a conflict here, and whether  
21 more needed to be done?

22                   MR. RICHARD LLOYD:    And the irony of  
23 all of this, it's Leo -- Leo telling us the Town --  
24 from Aird & Berlis -- that it may only be partially  
25 addressed by Ron and Corrine. It's Leo from Aird &

1 Berlis advising the Town.

2                   So I don't know if I've fallen on my  
3 head coming in here, but if Leo's advising the Town of  
4 this, is he not involved in the Transaction somewhat,  
5 or advising us?

6                   So, in fact, Aird & Berlis were, in my  
7 opinion, looking after the deal, and Aird & Berlis  
8 were -- in fact, I think there's even correspondence  
9 from Ron saying that he was looking after both the  
10 Town's interest and -- and Collus. I believe there's  
11 an email somewhere in there -- somewhere, but I -- I  
12 just can't understand that -- how Leo can all of a  
13 sudden, out of one (1) side of his mouth, saying,  
14 well, they may not be resent -- representing you --  
15 well, it's the same leg -- the same offer. Like, I'm  
16 -- it doesn't make any sense to me.

17                   MR. JOHN MATHER:    So you were relying  
18 on Leo to tell you --

19                   MR. RICHARD LLOYD:    I was relying on --

20                   MR. JOHN MATHER:    -- if there was a  
21 problem?

22                   MR. RICHARD LLOYD:    -- all -- Aird &  
23 Berlis.

24                   MR. JOHN MATHER:    Okay. So if we  
25 could go to paragraph 500.

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So we see here that  
4 at 6:29 PM, on January 19th, 2012, Mr. Houghton sent a  
5 final version of the bylaw that we have been  
6 discussing to Mayor Cooper, Ms. Almas, Ms. Wingrove,  
7 yourself, and Dean Muncaster. And we see that  
8 ultimately, the requirement that the Town solicitor  
9 report back to Council before the -- he had -- this  
10 version removed the requirement that the Town  
11 solicitor report back to Council before the closing of  
12 the transaction.

13 And then if we go down to the next  
14 paragraph, Mr. Bonwick emails Mayor Cooper, yourself,  
15 and Mr. Houghton, stating:

16 "Ed mentioned that the Mayor had  
17 asked for a motion to be available  
18 for a meeting this afternoon for  
19 review by CAO, clerk, and Ed. I  
20 would respectfully suggest that the  
21 Mayor bring in Rick and Leo, either  
22 in person or online. This will  
23 provide an opportunity to provide  
24 clear direction to Leo and the CAO  
25 from both members of the review



1                   team, who also happen to be mayor  
2                   and deputy mayor. If the mayor  
3                   believes this is to be a reasonable  
4                   approach, I would suggest it make --  
5                   it must take place this afternoon."

6                   At this point in time, why did you  
7 understand that Mr. Bonwick was involved in  
8 discussions about meeting with the Town's lawyer?

9                   MR. RICHARD LLOYD: This was after the  
10 decision was made, I believe, that we were going with  
11 PowerStream publicly. I'm not sure the date on it,  
12 but I think it was after the fact. And it was public,  
13 and I think we were working a lot closer with  
14 PowerStream, then, coming to a conclusion to put the  
15 deal together.

16                   MR. JOHN MATHER: Did you understand  
17 Mr. Bonwick was representing PowerStream at this  
18 point?

19                   MR. RICHARD LLOYD: Going back to the  
20 June 29th meeting, it was very clear to us that he was  
21 working for PowerStream. And I think this is just  
22 continuing on from what we were told.

23                   MR. JOHN MATHER: So was it your  
24 understanding at this time that Mr. Bonwick is sending  
25 this email in his capacity as a consultant for

1 PowerStream?

2 MR. RICHARD LLOYD: That's correct.

3 MR. JOHN MATHER: Why would it be okay  
4 for PowerStream's consultant to be involved in and  
5 making suggestions about meetings with the Town's  
6 lawyer?

7 MR. RICHARD LLOYD: That would be a  
8 good question to ask PowerStream, because I have no  
9 idea.

10 MR. JOHN MATHER: Did it concern you  
11 at the time?

12 MR. RICHARD LLOYD: I never even gave  
13 it a second thought, to be honest with you.

14 MR. JOHN MATHER: So in this -- in  
15 this email, Mr. Bonwick is making suggestions on how a  
16 meeting should proceed and -- and then how it can  
17 provide clear direction to Leo and the CAO.

18 In making these suggestions, did you  
19 understand that Mr. Bonwick was advancing  
20 PowerStream's interests?

21 MR. RICHARD LLOYD: Again,  
22 PowerStream's interests were already determined, I  
23 believe, at this point in time, and I think what -- my  
24 conclusion on -- on reading this -- and I don't really  
25 remember the email -- but my conclusion on the -- the

1 whole thing is that he was trying to move forward to  
2 get the deal put together and put it all -- finalize  
3 it on behalf of PowerStream.

4 And if I can comment a little bit  
5 further?

6 MR. JOHN MATHER: Sure.

7 MR. RICHARD LLOYD: I don't ever  
8 remember giving any clear direction to Leo, no.

9 MR. JOHN MATHER: Well, that leads to  
10 my next question, which is: do you remember attending  
11 a meeting around January 19th, 2012, with the  
12 individuals identified in this email?

13 MR. RICHARD LLOYD: I don't remember,  
14 no.

15 MR. JOHN MATHER: Ms. Wingrove, in her  
16 evidence, said that this meeting -- she recalled this  
17 meeting occurring, and that at this meeting, her  
18 recollection was that you had no appetite to include  
19 the provision that there be a further report back to  
20 Council.

21 Does that sound accurate?

22 MR. RICHARD LLOYD: As I said  
23 previous, 100 percent, that was out of the norm. Once  
24 -- once -- as I stated earlier, once that we  
25 determined that -- that we were going to pass an

1 authorization bylaw to authorize the mayor and -- and  
2 clerk to sign the appropriate papers, it's then in the  
3 administration of the clerk's department, which,  
4 again, this isn't an unusual transaction.

5                   They do it all the time. There is  
6 absolutely no reason that you would have -- I think it  
7 was, in my opinion, that perhaps Kim didn't know what  
8 the clerk's department was all about, or didn't have  
9 confidence in her. I have no idea, but there was no  
10 reason that it had to come back to Council, other than  
11 if you're going to have a ceremonial -- ceremonial  
12 signature because the clerk puts all the  
13 documentations together. They do all the  
14 administration.

15                   I have no idea, and it was never  
16 explained to me, why she wanted it to come back to  
17 Council.

18                   MR. JOHN MATHER: So if we go to  
19 paragraph 502, we see Mr. Bonwick sends an email at  
20 7:02 p.m. of the same day, January 29th -- sorry,  
21 January 19th reporting on the meeting to Mr. Glicksman  
22 and Mr. Nolan. And it appears he's reporting on what  
23 occurred at the meeting that was contemplated in the  
24 previous email.

25                   Did you provide Mr. Bonwick with

1 information about that meeting?

2 MR. RICHARD LLOYD: I don't think so,  
3 no.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: So I would like to  
8 talk about --

9 MR. RICHARD LLOYD: I forget.

10 MR. JOHN MATHER: I understand that  
11 you have to leave at 12:30.

12 MR. RICHARD LLOYD: Thank you.

13 MR. JOHN MATHER: Is that --

14 MR. RICHARD LLOYD: At 12:30, that's  
15 right.

16 MR. JOHN MATHER: Is that still the  
17 case?

18 MR. RICHARD LLOYD: Yeah, the -- it's  
19 great, yeah.

20 MR. JOHN MATHER: Okay.

21 MR. RICHARD LLOYD: Thank you. And  
22 thank you for the --

23 THE HONOURABLE FRANK MARROCCO: Yes.

24 And -- and if -- if it gets to be 12:30, you speak up.

25 And I'll try to remember.

1 MR. RICHARD LLOYD: Okay. Thank you.  
2 I really appreciate it. Thank you.

3

4 CONTINUED BY MR. JOHN MATHER:

5 MR. JOHN MATHER: So I want to ask you  
6 some questions about the termination of Kim Wingrove.  
7 Can we load TOC119889?

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: And I believe  
12 there's an attachment to this email. If we could open  
13 that.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: Okay. So just for  
18 the benefit of the record, it's TOC119889.1. And if  
19 we could scroll down to the bottom of the email chain.  
20 So this is an email from you to Ms. Cooper and Mr.  
21 Bonwick on March 10th, 2012. And you write:

22 "Sandra, I would really like to meet  
23 with you and Paul ASAP. I need to  
24 discuss my concerns I have about  
25 Kim. I have had -- I have had

1                   enough and the lack of -- and the  
2                   lack of ability. I am so pissed, I  
3                   want to deal with it ASAP. I  
4                   haven't really expressed how I feel  
5                   yet, but I feel if we don't deal  
6                   with her, I'm going to explode.  
7                   Thanks, Rick."

8                   Do you remember sending this email to  
9 Ms. Cooper and Mr. Bonwick?

10                  MR. RICHARD LLOYD:    What I do remember  
11 is the mayor reaming me out for -- including Mr.  
12 Bonwick, in the email. And this was in March 2012. I  
13 was frustrated when I did it. And I apologized to the  
14 mayor because I generally collect my thoughts before I  
15 -- I send something like this, but I was not very  
16 happen. And I can't even remember what it was about  
17 now.

18                  MR. JOHN MATHER:    So I was going to  
19 ask if you recall what prompted this email?

20                  MR. RICHARD LLOYD:    No, I don't. I  
21 don't now. This was on a Saturday I think I sent it,  
22 yeah.

23                  MR. JOHN MATHER:    So I understand you  
24 said that the mayor reamed you out for including Mr.  
25 Bonwick, but why did you include Mr. Bonwick?

1 MR. RICHARD LLOYD: I know that Mr.  
2 Bonwick did advise her -- his sister somewhat.  
3 Staffing issues aren't easy, HR issues. That's why  
4 you have an HR department. I would always wish not to  
5 have to -- to deal with HR issues, period.

6 When it's the head of the Town, you  
7 don't have an HR department to go to. You don't have  
8 other department heads to -- to -- when you're  
9 frustrated to be able to discuss it with.

10 I think I was pretty well at my end by  
11 the look of that email. And, again, it was  
12 inappropriate that included anybody else in it; I did.  
13 Why did I do it? I don't know. I just know Paul does  
14 advise his sister, which -- which happens, and I  
15 shouldn't have.

16 MR. JOHN MATHER: Why shouldn't you  
17 have not included him?

18 MR. RICHARD LLOYD: Well, just, again,  
19 I don't want to throw staff under the bus. Mr.  
20 Bonwick wasn't on Council. And you know something? I  
21 shouldn't have -- have included him in an email about  
22 a staff person. I generally don't. I -- again, I --  
23 I support staff. I -- I think we've got a great staff  
24 in the Town of Collingwood.

25 We had a weak link here. She was on by



1 contract. We terminated her contract. Council  
2 decided to in the end; gave the appropriate severance  
3 according to the contract.

4 And I just wish Ms. Wingrove the best.  
5 She was given the opportunity to -- to resign, as you  
6 know. And the only reason that opportunity was given  
7 there, because sometimes it's a lot easier when you're  
8 going for your next job that I resign from that one  
9 (1) rather than being let go or terminated.

10 MR. JOHN MATHER: So going back to  
11 this email, you said that you understood that Mr.  
12 Bonwick sometimes advised Ms. Cooper.

13 Were you hoping that he would advise  
14 Ms. Cooper with respect to Ms. Wingrove?

15 MR. RICHARD LLOYD: I was so  
16 frustrated and -- at that point in time, I wasn't  
17 expecting anything. I just wanted to vent. And  
18 that's what I did with this email. Never did have a  
19 meeting until later with the mayor about it.

20 But she informed me right away and said  
21 -- I won't repeat exactly the words, but that it's in  
22 appropriate to -- and I -- she was right --

23 MR. JOHN MATHER: Did she say why it  
24 was inappropriate?

25 MR. RICHARD LLOYD: -- that I

1 shouldn't have included Paul Bonwick in it and if I've  
2 got an issue with the staff, contact her directly and  
3 we'll have a meeting about it, and she was right.

4                   And it was -- it was inappropriate that  
5 I acted the way I did. I was very angry. And I -- to  
6 now, eight (8) years later, I don't even know what it  
7 was about, but...

8                   MR. JOHN MATHER:    So this is March  
9 10th, 2012.

10                   MR. RICHARD LLOYD:    That's right.

11                   MR. JOHN MATHER:    The Council meeting  
12 where it is decided that Ms. Wingrove's employment  
13 will be terminated is April 2nd, 2012.

14                   What conversations or discussions did  
15 you have between those two (2) dates about Ms.  
16 Wingrove?

17                   MR. RICHARD LLOYD:    With...?

18                   MR. JOHN MATHER:    With anyone on  
19 Council.

20                   MR. RICHARD LLOYD:    I don't -- I think  
21 I cooled me jets after a while and -- and got myself  
22 so I was fine. I don't -- I don't think there was any  
23 other conversations. I know that other staff,  
24 especially Council -- some of the councillors were  
25 having issues.

1                   And I -- again, I don't know if there  
2 was personal issues with Kim at home or anything like  
3 that, but it -- it just wasn't working out. It was --  
4 it wasn't -- it wasn't great.

5                   And I'm not going to throw Kim under  
6 the bus. She has great abilities. She came from the  
7 Province. I think we were the first municipality she  
8 ever worked for, so no doubt there's a huge learning  
9 curve. And, you know, I -- I really don't want to get  
10 into all the particulars other than what under oath I  
11 have to -- to answer.

12                   MR. JOHN MATHER:    So if we could go to  
13 paragraph 582 of the Foundation Document.

14

(BRIEF PAUSE)

16

17                   MR. JOHN MATHER:    So we see that Ms.  
18 Wingrove was given notice of termination on April 3rd,  
19 2012. And if we scroll up to the next paragraph, so  
20 to 581, we see that there was -- at the April 2nd  
21 Council meeting there was a move to a close session,  
22 which is what I referred to.

23                   I take it this is the Council meeting  
24 where the decision was made to terminate Kim Wingrove.  
25 Is that correct?

1 (BRIEF PAUSE)

2

3 MR. RICHARD LLOYD: I -- I don't know.  
4 I'm just assuming that -- I'm reading above it is the  
5 problem I'm having. I'm seeing:

6 "Council discharges CAO Wingrove.  
7 Ed Houghton is appointed as acting  
8 CAO for the Town." So.

9 MR. JOHN MATHER: So sorry, and that  
10 heading is not what my question's about. I showed you  
11 the previous paragraph that said, "Ms. Wingrove was  
12 given her notice of termination --

13 MR. RICHARD LLOYD: Okay.

14 MR. JOHN MATHER: -- on April 3rd."  
15 And there's an in camera Council meeting the day  
16 before that where they move in camera -- sorry, a  
17 regular Council meeting where they moved in camera and  
18 discussed performance review for the Town CAO.

19 So I'm asking if this is the Council  
20 meeting where it was decided that Ms. Wingrove would  
21 be terminated?

22 MR. RICHARD LLOYD: I can only assume  
23 it was that meeting.

24 MR. JOHN MATHER: Was the decision  
25 made at a Council meeting?

1 MR. RICHARD LLOYD: The decision no  
2 doubt would be in camera because it was a personal  
3 personnel matter. Again, in camera meetings, the  
4 minutes are very limited, as you know. The vote  
5 wouldn't be -- it wouldn't be a vote.

6 MR. JOHN MATHER: So that wasn't my  
7 question. My question was, and I'll put it to you a  
8 different way, how did Council decide to terminate Kim  
9 Wingrove?

10 MR. RICHARD LLOYD: Unanimously or  
11 near unanimous that was at the meeting, the discussion  
12 -- open discussion, issues. If you've ever terminated  
13 anybody, you would know that you'd be dealing with --  
14 with all the issues that -- that would make up the  
15 termination, why you would want to terminate them.

16 MR. JOHN MATHER: And so that decision  
17 was made at a Council meeting?

18 MR. RICHARD LLOYD: In camera.

19 MR. JOHN MATHER: Understood, at an in  
20 -- at an in camera session in a Council meeting?

21 MR. RICHARD LLOYD: I believe so, yes;  
22 it would have to be.

23 MR. JOHN MATHER: And it's possible  
24 it's this one (1) we're looking at?

25 MR. RICHARD LLOYD: That's right. And

1 the only problem is I don't see that -- it says at the  
2 Town Council meeting. I don't know if there's an in  
3 camera session. There should be in camera minutes.  
4 That's why I'm hesitant on it.

5 MR. JOHN MATHER: I'm simply asking  
6 what your recollection was. And I understand it to be  
7 that there was an in camera session at a Council  
8 meeting where the decision was made to terminate Kim  
9 Wingrove?

10 MR. RICHARD LLOYD: Totally agree with  
11 you, yes.

12 MR. JOHN MATHER: Okay. Who -- who  
13 initiated the -- the topic to determine whether or not  
14 there would be -- let me rephrase. Who in -- who put  
15 forward the motion to have Ms. Wingrove terminated?

16 MR. RICHARD LLOYD: That's unfair.  
17 There's -- again, in the in camera meetings there's no  
18 motions. And I'm not trying to be silly with it.  
19 Under the Municipal Act, they're not -- you're not  
20 supposed to be able to do that.

21 I know that -- that -- no doubt that I  
22 was aggressive about it or talking about it. Whether  
23 I was the one (1) that made the motion, I -- I have no  
24 idea at this point. I don't know what minutes of in  
25 camera session will tell. That's the --

1 MR. JOHN MATHER: Okay. And I'm just  
2 seeking your recollection on who raised the idea at  
3 Council.

4 MR. RICHARD LLOYD: It was -- when it  
5 comes in to in camera, the chair of the meeting is --  
6 is obviously the Mayor. The issue would have been  
7 brought up, the CAO. And then there would be  
8 discussion.

9 MR. JOHN MATHER: So --

10 MR. RICHARD LLOYD: And --

11 MR. JOHN MATHER: So -- I don't mean to  
12 cut you off. But on the -- you said the issue would  
13 have been brought up?

14 MR. RICHARD LLOYD: It would have been  
15 on the agenda.

16 MR. JOHN MATHER: Okay. Do remember  
17 who requested it would be on the agenda?

18 MR. RICHARD LLOYD: On the agenda  
19 would be a personnel -- personnel matter. I don't  
20 know which Council member, whether it was -- whether  
21 it was me or who it was, to deal with the personnel  
22 matter.

23 MR. JOHN MATHER: Might it have been  
24 you?

25 MR. RICHARD LLOYD: Pardon me?

1 MR. JOHN MATHER: Is it possible it  
2 was you who put it --

3 MR. RICHARD LLOYD: Oh, yes, quite  
4 possible, yeah. Yeah.

5 MR. JOHN MATHER: But you don't  
6 recall?

7 MR. RICHARD LLOYD: I don't -- that  
8 fine detail I don't remember. I -- I remember that,  
9 obviously, we went in camera. Obviously, a decision  
10 was made. And in the end, a decision of -- of nine  
11 (9) councillors or eight (8) councillors, whoever was  
12 there, would -- would make the -- the determination.

13 MR. JOHN MATHER: Okay. When the  
14 determination was made did Council have Ms. Wingrove's  
15 replacement in mind?

16 MR. RICHARD LLOYD: That very night?

17 MR. JOHN MATHER: Yes.

18 MR. RICHARD LLOYD: I think it was  
19 stressful enough to think of -- of dealing with --  
20 with the HR issue. I would think that that night  
21 there also was thinking, okay, we need to have  
22 somebody interim to -- to steer the ship.

23 And I -- I would think -- I can't  
24 remember, but I would think that Ed Houghton was  
25 discussed at that point.



1 MR. JOHN MATHER: So you think Ed  
2 Houghton was discussed. Do you recall Mr. -- spe --  
3 do you specifically recall whether there was a  
4 discussion about Mr. Houghton?

5 MR. RICHARD LLOYD: I'm speculating,  
6 put it that way. I'm speculating that -- that there  
7 was discussion. I don't think we would -- we would  
8 let our CAO go without a plan.

9 MR. JOHN MATHER: Okay. So you don't  
10 think you would let the CAO go without a plan. Do you  
11 recall if there was a plan?

12 MR. RICHARD LLOYD: I think the -- I  
13 believe that the plan was that Mr. Ed Houghton would  
14 be the acting CAO until we could fill that seat.

15 MR. JOHN MATHER: Do you remember who  
16 put forward the idea that Mr. Houghton could be an  
17 acting CAO?

18 MR. RICHARD LLOYD: It was an  
19 in-cabinet meeting eight (8) years ago, but possibly  
20 me, possibly the mayor. It could have been possibly  
21 any of the -- the other eight (8) councillors. I have  
22 -- or seven (7) councillors.

23 MR. JOHN MATHER: Do you remember when  
24 you first discussed with Ed Houghton about the  
25 possibility of him becoming acting CAO?

1 MR. RICHARD LLOYD: I know I discussed  
2 after -- immediately after. Ed was reluctant to take  
3 it. I remember trying to convince him because it was  
4 only a short-term. We needed somebody.

5 And quite frankly, the clerk was really  
6 good, and the clerk's department is so busy that we  
7 didn't look at her to take the position at that point,  
8 but feel that she has the ability that she could be a  
9 CAO.

10 And other than that, there was no one  
11 else that -- that -- you know, looking at the whole  
12 town, that really could do it. And I don't like to  
13 say, well, he was a last resort, but I don't know  
14 anybody else in the town that had any qualifications  
15 of management that -- that could've done the job other  
16 than Ed Houghton at the time.

17 MR. JOHN MATHER: Do you know what  
18 Council did to look into what options were available?

19 MR. RICHARD LLOYD: I think it was  
20 very quickly done, giving them time to look at options  
21 to fill that position. It was very clear to us that  
22 Mr. Houghton somewhat reluctantly agreed to take on  
23 the position only for a short-term because, again, he  
24 was busy with -- with the other things he was doing.  
25 And that was what our intention was.

1 MR. JOHN MATHER: Other than  
2 Mr. Houghton and I think you mentioned Ms. Almas, do  
3 you know if you or anyone else on Council considered  
4 any other options?

5 MR. RICHARD LLOYD: I don't think  
6 anybody did at that point within the -- the town  
7 family. Outside, yes, but not within -- within the --

8 MR. JOHN MATHER: And who's the "town  
9 family"?

10 MR. RICHARD LLOYD: Collus, all the  
11 Collus Solutions, PUC, public works, pretty well all  
12 the entities of the Town of Collingwood.

13 MR. JOHN MATHER: So if we go to  
14 paragraph 584.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So this is an email  
19 April 9th, 2012, so six (6) days after Ms. Wingrove  
20 was given her notice of termination. It's an email  
21 that you sent to Mr. Houghton, and you offered to help  
22 him in his new role.

23 Do you recall -- if you need to take a  
24 second to read it -- but my question is, do you recall  
25 sending Mr. Houghton this email?

1 MR. RICHARD LLOYD: I don't, but I --  
2 I see that it's here, and I obviously did send it.

3 MR. JOHN MATHER: At this point in  
4 time, you, it appears, know that Mr. Houghton is going  
5 to be appointed CAO. Who else would've known?

6 MR. RICHARD LLOYD: All the Council,  
7 some of the staff. I think he was already doing work  
8 within the Town at that point, trying to set up a  
9 management team, and so on. So it was really no  
10 secret at that point.

11 MR. JOHN MATHER: Okay. And how was  
12 the rest of Council informed?

13 MR. RICHARD LLOYD: The meeting --  
14 whether it was that in camera meeting or whatever --  
15 that it was agreed that Ed Houghton, if -- if he'd  
16 take on the position, would be the interim CAO for the  
17 town of Collingwood.

18 MR. JOHN MATHER: So that's -- is that  
19 something you recall, or is that what you're --

20 MR. RICHARD LLOYD: I -- I recall  
21 that, yes.

22 MR. JOHN MATHER: So if we look at  
23 this email, you say in the third paragraph:

24 "Glad to see someone finally  
25 steering the ship."

1 Do you see that?

2 MR. RICHARD LLOYD:

3 "Glad to see someone finally  
4 steering the ship."

5 That's right. Yeah.

6 MR. JOHN MATHER: And what did you  
7 mean by that?

8 MR. RICHARD LLOYD: Somebody that can  
9 give clear direction, not unlike His Worship here;  
10 looking after the -- the -- this whole meeting;  
11 somebody that is in charge; somebody that -- that is  
12 steering the ship.

13 MR. JOHN MATHER: Okay. And then --  
14 so if we open the document -- actually scroll down.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: No, okay. So open  
19 the document TOC138988.1.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: So scroll down a  
24 little bit. So this is the email we were looking at  
25 from you to Mr. Houghton.

1 MR. RICHARD LLOYD: Okay.

2 MR. JOHN MATHER: And then if you  
3 scroll up, we see that you forwarded it to  
4 Mr. Bonwick.

5 MR. RICHARD LLOYD: Yeah.

6 MR. JOHN MATHER: Why did you forward  
7 this email to Mr. Bonwick?

8 MR. RICHARD LLOYD: We -- I was -- I  
9 had talked with Mr. Bonwick to try and convince Ed to  
10 take on the position 'cause I knew they were friends.  
11 And he did agree to take it on, and I just was letting  
12 Mr. Bonwick know that -- that he took it on.

13 But I did ask it -- because again, Paul  
14 is good friends -- or Bonwick's a good friend of  
15 Houghton. I was trying every level I could, including  
16 other staff, to try and convince Ed to take it on  
17 because he was very reluctant to take on the role.

18 MR. JOHN MATHER: So can you tell me  
19 more about the conversation you had with Mr. Bonwick?

20 MR. RICHARD LLOYD: I can't remember  
21 the whole conversation. I was answering what I -- I  
22 had done but --

23 MR. JOHN MATHER: And was that  
24 conversation before you sent this email to him?

25 MR. RICHARD LLOYD: Before this email,

1 yes. There was a conversation I had with Mr. Bonwick  
2 about assisting to try and make Ed more comfortable to  
3 take on the senior role at this point in time.

4 MR. JOHN MATHER: And what in that  
5 conversation -- in that conversation, what do you  
6 recall you told Mr. Bonwick about the ongoing  
7 considerations for an interim CAO?

8 MR. RICHARD LLOYD: I just simply  
9 would've said to him that I'm trying to convince Ed to  
10 take on the interim CAO's position. He's being very  
11 reluctant. If you can help me, please do.

12 MR. JOHN MATHER: At that point, had  
13 Mr. -- did Mr. Bonwick know, again to your  
14 understanding, that Mr. Houghton was in consideration  
15 for the acting CAO position?

16 MR. RICHARD LLOYD: I don't know if he  
17 did -- or if -- because I had told him. I have no  
18 idea. Yeah.

19 MR. JOHN MATHER: And, again, why  
20 would you be speaking to a person who was not staff or  
21 on Council or in the town family about who -- about  
22 the next CAO?

23 MR. RICHARD LLOYD: A friend. It's no  
24 different than sometimes when -- when you're  
25 recruiting someone, you go to everybody you can to try

1 and recruit it. Ed being reluctant to take it -- and  
2 I think we were somewhat in a -- a problem, not having  
3 a CAO.

4 I think the Municipal Act reads that we  
5 must have a CAO, and we must have a -- a clerk. I  
6 think that's the two (2) things that qualifies as a  
7 municipality. So we didn't want to be without a CAO  
8 for any time, because the legislation makes it very  
9 clear, you must have a CAO.

10 So again, we -- we made the decision.  
11 It may have been rash about Kim -- Ms. Wingrove. It  
12 was quickly. We had to respond to have a CAO.  
13 Ed Houghton was the best candidate. We had to  
14 convince him. I felt we had to convince him because  
15 he wasn't -- he was very reluctant. He took it  
16 reluctantly and for -- you know, it was just an acting  
17 position for a short-term. It was supposed to have  
18 been three (3) months.

19 MR. JOHN MATHER: So if we could go  
20 back to paragraph 585 from the Foundation Document.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: So we saw that you  
25 sent an email to Mr. Houghton in which you said, among



1 other things, glad to have someone finally steering  
2 the ship. We saw that you forwarded that on to  
3 Mr. Bonwick.

4 And then we have Mr. Houghton now  
5 responding to that email, so directly to you. And  
6 then -- so he says he needs to be given officially the  
7 job so we can get on with this work at hand.

8 At this point, was Mr. Houghton not  
9 officially the acting CAO?

10 MR. RICHARD LLOYD: No. The bylaw, I  
11 think, was the following week.

12 MR. JOHN MATHER: And then we go to  
13 the next paragraph, you respond.

14 MR. RICHARD LLOYD: Yeah.

15 MR. JOHN MATHER: And you say right  
16 now we have a CAO until tomorrow, and then my hope  
17 is -- was that Sandra would announce at department  
18 heads that you were an interim CAO, and then a press  
19 release stating that Ms. Wingrove had resigned,  
20 et cetera.

21 MR. RICHARD LLOYD: That's correct.

22 MR. JOHN MATHER: Okay. So at this  
23 point in time, I take it, staff didn't know that  
24 Ms. Wingrove was no longer the CAO.

25 MR. RICHARD LLOYD: At this point in

1 time, they did know officially.

2 MR. JOHN MATHER: They -- they did  
3 know officially?

4 MR. RICHARD LLOYD: According to this  
5 email, it was hoped that -- announce it to department  
6 heads that the interim CAO and a press release would  
7 be stating that Ms. Wingrove has resigned.

8 MR. JOHN MATHER: So at this point --  
9 and I understand this to be contemplating a press  
10 release to go out tomorrow -- so when you're sending  
11 this email to Mr. Houghton, I understand it, that it's  
12 not been officially stated that Ms. Wingrove was no  
13 longer the CAO.

14 MR. RICHARD LLOYD: I don't -- I -- I  
15 have no idea.

16 MR. JOHN MATHER: Okay. So at the end  
17 of the email you say:

18 "As I'm sure you are aware --"

19 And then in all caps:

20 "-- I WILL BE STAYING INVOLVED ON  
21 THIS, AS WELL AS ALL ISSUES GOING  
22 FORWARD."

23 MR. RICHARD LLOYD: Yeah.

24 MR. JOHN MATHER: Do you recall what  
25 you meant by that?

1 MR. RICHARD LLOYD: No. But I -- I  
2 would -- I believe that it was to assist Ed in any way  
3 I could. So this issue, any other issues, I'll stay  
4 involved to help you.

5 MR. JOHN MATHER: So you were a -- a  
6 general offer of support for Ed going forward.

7 MR. RICHARD LLOYD: A hundred percent.

8 MR. JOHN MATHER: Did you make any  
9 similar offers to support to Ms. Wingrove when she was  
10 CAO?

11 MR. RICHARD LLOYD: Ms. Wingrove was  
12 already on staff whenever I came on Council. She was  
13 hired by the previous Council.

14 There is no time that I would sit down  
15 with any CAO already in the position, other than they  
16 would know I would support whatever way I could. So  
17 the answer, I guess -- sorry -- is no.

18 MR. JOHN MATHER: Thank you. So going  
19 down to paragraph 587. So Mr. Houghton then responds  
20 to you, and it says -- writing:

21 "Good job for you. 'Acting' CAO is  
22 better than interim CAO because that  
23 indicates a time. The other can be  
24 until you and Council wishes to  
25 change."

1                   At this point in time, when it appears  
2 that Mr. Houghton is about to be officially announced  
3 as acting CAO, how long did you understand his term to  
4 be, or how long did you think he'd be in the position?

5                   MR. RICHARD LLOYD:    As I said  
6 previously, three (3) months is what I thought that we  
7 were hoping to have.

8                   MR. JOHN MATHER:    So I'm looking at  
9 the time, Your Honour. I may have very briefly more  
10 questions for Mr. Lloyd. I'm wondering if we take --  
11 I'm going to move on to something else. If we --

12                   THE HONOURABLE FRANK MARROCCO:   We  
13 will stop --

14                   MR. JOHN MATHER:    Stop.

15                   THE HONOURABLE FRANK MARROCCO:  
16 -- we'll stop now.

17                   I just wanted to ask you one (1)  
18 question. And in paragraph 586, you say, "I WILL BE  
19 STAYING INVOLVED," and you put that in capitals. Why  
20 did you do that?

21                   MR. RICHARD LLOYD:    I capped it only  
22 because of the insecurity that Ed seemed to have going  
23 into the position, to make sure that he was fully  
24 aware that -- that I would be involved. I wanted to  
25 emphasize it because, again, he was reluctant to take

1 on the CAO's position.

2 THE HONOURABLE FRANK MARROCCO: All  
3 right. Well, we will -- we will break. Mr. Chadwick  
4 is coming. We asked Mr. Chadwick to be available by  
5 2:00, so lunch will be a little longer today than  
6 normal.

7 MR. RICHARD LLOYD: And if I could  
8 ask, when -- am I back tomorrow morning at 10?

9 THE HONOURABLE FRANK MARROCCO: We're  
10 starting tomorrow at 9:00.

11 MR. RICHARD LLOYD: Nine's fine.  
12 Yeah. So I'll be back here at 9:00, is that's okay?

13 THE HONOURABLE FRANK MARROCCO: Yes.

14 MR. RICHARD LLOYD: Okay. Thank you.  
15 Thank you.

16

17 --- Upon recessing at 12:28 p.m.

18 --- Upon resuming at 2:01 p.m.

19

20 THE HONOURABLE FRANK MARROCCO: Well,  
21 we're off to an inauspicious start. I didn't bring my  
22 notes with me, and the door was locked, and I couldn't  
23 get in. But other than that, we're ready to proceed.

24 You can go ahead. I'll -- I'll --  
25 yeah.

1 MS. KATE MCGRANN: So our next witness  
2 will be Ian Chadwick.

3

4 IAN CHADWICK, Affirmed

5

6 EXAMINATION-IN-CHIEF MS. KATE MCGRANN:

7 MS. KATE MCGRANN: Good afternoon, Mr.  
8 Chadwick.

9 MR. IAN CHADWICK: Good afternoon.

10 MS. KATE MCGRANN: To begin, would you  
11 give us a brief overview of your education and work  
12 experience, please?

13 MR. IAN CHADWICK: How far back would  
14 you like me to go?

15 MS. KATE MCGRANN: How about a summary  
16 of your work experience that you felt was relevant to  
17 the work you did on Town Council, and the work that  
18 you were doing for Compenso Communications?

19 MR. IAN CHADWICK: I worked as -- in  
20 local media for about a dozen years. I was a reporter  
21 and editor with the Enterprise Bulletin newspaper.

22 For about eight (8) years, I was a  
23 local correspondent for CBC radio's Ontario Morning  
24 for a dozen years. I did some media work for Rogers  
25 TV as a host for the Politically Speaking TV show. I

1 also ran a successful local franchise, a UPS store  
2 franchise for eleven (11) years, giving me some  
3 business experience.

4 MS. KATE MCGRANN: The media  
5 experience that you've just described, during what  
6 years did it -- were you doing that work?

7 MR. IAN CHADWICK: From early 1991 to  
8 about 2002/2003 that I worked in local media.

9 MS. KATE MCGRANN: And the franchise  
10 that you were managing, what years were you running  
11 that business?

12 MR. IAN CHADWICK: From 1999 to 2010.

13 MS. KATE MCGRANN: And then what are  
14 you doing currently?

15 MR. IAN CHADWICK: Currently, I am  
16 semi-retired. I do some part-time work for a  
17 nonprofit group; that's the Ontario Municipal Water  
18 Association.

19 MS. KATE MCGRANN: And what is it that  
20 you do for them?

21 MR. IAN CHADWICK: I do communications  
22 work. I do a -- a media scan every week of news  
23 stories about water. I manage their website. I do  
24 some articles for them for related water and industry  
25 related magazines and for the website.

1 MS. KATE MCGRANN: Okay. I understand  
2 that Ed Houghton is also working for that  
3 organization. Is that correct?

4 MR. IAN CHADWICK: That's correct. He  
5 is the CEO and just one (1) of the workers.

6 MS. KATE MCGRANN: Turning to your  
7 time as a member of Council during the 2010 and 2014  
8 Council period, would you describe to us what you  
9 understood your role and responsibilities to be as a  
10 member of Council during that time?

11 MR. IAN CHADWICK: Council members are  
12 elected to serve the greater good, to -- to look at  
13 the int -- interests of the entire community, to  
14 provide service and support, to be liaisons between  
15 residents and the -- the Town bureaucracy, to try to  
16 maintain budgets, to try to maintain the lifestyle of  
17 the community, to try to make sure that the  
18 community's needs are met, and to make sure that  
19 policies, bylaws, and processes are in place to keep  
20 the community going.

21 MS. KATE MCGRANN: When you say that  
22 Councillors are there to be a liaison between the  
23 community and bureaucracy, how did you do that liaison  
24 work as a Councillor?

25 MR. IAN CHADWICK: Well, Councillors



1 are always open to being called by residents, to being  
2 spoken to, and -- and I'm sure every Councillor has  
3 had the experience of being approached at a grocery  
4 store, at a theatre, on the main street, having issues  
5 raised.

6 Issues can be as small a pothole in  
7 front of their house to something larger like the need  
8 for more swimming time, or more ice time, that sort of  
9 thing. We're always open to -- to having community  
10 groups approach us. We're always open to attending  
11 community events, where people talk to you, or they  
12 bring their issues up. For example, a -- a charity  
13 might be running an event, then they bring their  
14 issues up before you, that sort of thing.

15 MS. KATE MCGRANN: Okay. So you've  
16 described to me how you would be receiving information  
17 from the community. What routes do you then use to  
18 get that information to staff?

19 MR. IAN CHADWICK: Several different  
20 ways. And sometimes it can be brought up in Council,  
21 in an open meeting, and it can be raised -- for  
22 example, there'd be a special event, or there'd be a  
23 special activity, a special interest that gets raised  
24 at -- at Council for discussion, and then it gets  
25 passed on to staff for action or for a staff report.

1                   Sometimes it's just a matter of passing  
2 those interests or those concerns on to the staff  
3 member directory. For example, if somebody says  
4 they've got a -- a pothole in front of their house,  
5 and -- and cars might be in danger of -- of breaking  
6 an axle, and we just send that off to the director of  
7 Works, and let them deal with it.

8                   MS. KATE MCGRANN:     In the case of  
9 taking information and sending it directly to the  
10 staff member, was it your understanding that there  
11 were staff members who were meant to be the recipients  
12 of those messages and then -- then make sure that it  
13 was dealt with by the appropriate person?

14                   Were there contact people that you were  
15 intended to use to share that information as a  
16 Councillor?

17                   MR. IAN CHADWICK:     Yes, but it was  
18 also -- it was understood that Council and individual  
19 Councillors wouldn't -- did not give direction to  
20 staff, but rather kept them informed.

21                   MS. KATE MCGRANN:     Okay. So two (2)  
22 questions about that.

23                   MR. IAN CHADWICK:     Sure.

24                   MS. KATE MCGRANN:     Who were -- who was  
25 designated -- or who did you understand on staff you

1 were to pass information along to so that staff could  
2 deal with it?

3 MR. IAN CHADWICK: It would -- it  
4 would usually be to department heads, sometimes  
5 directly to the CAO, but normal protocol that I recall  
6 trying to follow was to make sure that the CAO and any  
7 related department head would be copied with something  
8 that would be relevant, but always the CAO would be  
9 copied with something you sent to a department head.

10 MS. KATE MCGRANN: And then you made a  
11 comment -- and unfortunately, I can't read my own  
12 handwriting -- about what's -- what Council could do,  
13 a list of what it couldn't do.

14 How did Council communicate decisions,  
15 instructions, and directions to staff?

16 MR. IAN CHADWICK: That would be done  
17 at a Council meeting, either in -- in the open, as,  
18 for example, a -- a recommendation, or passing a  
19 motion, or it would be done -- if it was in camera,  
20 direction would be given, then that would normally be  
21 approved outside in public session, at least a generic  
22 form of approval would be provided.

23 MS. KATE MCGRANN: Was it the case  
24 that individual Councillors could provide instructions  
25 or directions to staff members directly?

1 MR. IAN CHADWICK: That was not --  
2 that -- that's not a normal process. And unless it --  
3 unless a department had asked specifically for  
4 somebody to -- to help them with something, that would  
5 not be normally done.

6 MS. KATE MCGRANN: During your time as  
7 a Councillor, during the 2010 to 2014 Council period,  
8 what was your working relationship with Town staff  
9 like?

10 MR. IAN CHADWICK: I would say cordial  
11 and professional.

12 MS. KATE MCGRANN: Who on staff did  
13 you find yourself dealing the most with?

14 MR. IAN CHADWICK: Department heads,  
15 mostly that would -- and the CAO and the clerk. It --  
16 it wasn't a common practice to deal with -- at -- at  
17 least in my experience -- to deal directly with a -- a  
18 staff member underneath a department head unless there  
19 was something very specific, and -- and the department  
20 head was already informed about it.

21 MS. KATE MCGRANN: We have heard  
22 evidence from Ms. Wingrove and Ms. Almas about in  
23 particular your relationship with Ms. Wingrove.  
24 Before I summarize it, have you been following the  
25 hearings?

1                   Are you aware of evidence that's been  
2 given about your relationship with Ms. Wingrove?

3                   MR. IAN CHADWICK:    I have read the  
4 transcript, yes.

5                   MS. KATE MCGRANN:    So I will -- this  
6 will be my summary, but both Ms. Almas and Ms.  
7 Wingrove spoke to criticism that you had of Ms.  
8 Wingrove that you shared with her directly.  Ms. Almas  
9 used the word "bullying."  Ms. Wingrove referred to  
10 critique.

11                   What is your reaction to that evidence?

12                   MR. IAN CHADWICK:    Well, my first  
13 comment would be that having a difference of opinion  
14 should not be considered bullying.  If you have a  
15 difference of opinion with someone, you should express  
16 it, and the role of a councillor is also to try to  
17 make sure you are fully informed and you're fully  
18 aware of all the consequences, all of the issues  
19 raised.

20                   I find it a little curious that during  
21 the time, and -- and both of them and myself served  
22 under two (2) different mayors, they never raised it  
23 with those mayors, who would have dealt with it and  
24 made sure that that -- that there was no bullying  
25 going on, and they apparently didn't raise it with

1 anybody in the HR office, who would have done exactly  
2 the same, and in all of that time they never raised it  
3 with me.

4                   As for the comment that I was always  
5 asking for clarification, I think that is the  
6 responsibility of a councillor. It is the due  
7 diligence of a member of Council to make sure they  
8 understand all the information, that the information  
9 is being presented in a way that the public will  
10 understand, that they understand, that it's complete,  
11 that there aren't any questions that are going to come  
12 up later on about that information.

13                   And the question of critiquing somebody  
14 by email, I think it's -- it's -- is a far more proper  
15 way for a Council member, if they have a concern or  
16 they have an issue about, say, a staff report or what  
17 information is being provided, to share those concerns  
18 via email rather than doing it in a public session  
19 where it would be perceived as adversarial and  
20 confrontational, because Council should not appear to  
21 be confrontational with staff.

22                   So to save it all up for the public  
23 meeting, it does tend to look like you're confronting  
24 them and challenging them, and it shows that there's a  
25 divide, but if you raise those issues in email, that

1 is -- that -- and usually those emails were shared  
2 with other members of -- for example, with the mayor,  
3 other members of staff, or other members of Council.

4 So it's not a private discussion. It's  
5 a discussion about things that involves all of  
6 Council.

7 MS. KATE MCGRANN: Were you surprised  
8 by Ms. Wingrove's account of her experience of working  
9 with you?

10 MR. IAN CHADWICK: Surprised and  
11 disappointed, because that's not my recollection of  
12 events.

13 MS. KATE MCGRANN: During the 2010 to  
14 2014 Council term, did you have any professional or  
15 social relationships with the other members of Council  
16 outside the work that you were doing together on Town  
17 Council?

18 MR. IAN CHADWICK: Nothing out -- no  
19 social relationships, no parties. I don't play golf,  
20 so I -- I miss out on all of that fun. Aside from  
21 attending the things that councils normally get  
22 invited to attend, such as -- such as public events,  
23 not particularly, no. I can't recall -- we didn't  
24 have dinners, that sort of thing, together.

25 MS. KATE MCGRANN: We have heard some

1 evidence that there were -- that information discussed  
2 in -- in camera Council meetings wasn't necessarily  
3 kept completely confidential all of the time.

4 MR. IAN CHADWICK: Sorry, could you  
5 speak up a bit louder, please?

6 MS. KATE MCGRANN: I can do my best.  
7 We have heard some evidence that information that was  
8 discussed in in camera Council meetings wasn't  
9 necessarily kept completely confidential at all times.

10 Is that something that you're familiar  
11 with?

12 MR. IAN CHADWICK: Yes, and I'm sure  
13 you know that, especially in a small town, nothing is  
14 absolutely 100 percent confidential and people do talk  
15 to spouses, talk to friends, and talk to family, even  
16 if it's not deliberately attempting to -- to confide  
17 confidential information, but is -- it is a small  
18 town. People know a lot of things.

19 When I was on the media, I kind of  
20 depended upon having some of that information provided  
21 and sometimes members of Council would provide it to  
22 the media in order to prevent a premature story being  
23 released, which would have incorrect information.  
24 They would let us know a little bit about what was  
25 going on so that we were prepared for the meeting --



1 for -- for the story to come out and would not be  
2 making a fool of ourselves or a fool Council by  
3 presenting wrong information.

4 MS. KATE MCGRANN: During the time  
5 that you were sitting on Council, during the period  
6 between 2010 and 2014, was the sharing of information  
7 discussed in in camera meetings outside of those  
8 meetings of particular concern or problem for Council?

9 MR. IAN CHADWICK: It's always being  
10 discussed by Council, because things get out and get -  
11 - there's also a rumour market in -- in the community  
12 that sometimes guesses the right thing. They often  
13 guess the wrong thing, but they sometimes guess  
14 correctly. So people are always concerned about  
15 information getting out.

16 Mostly it was concern about, what I  
17 recall, I should say, mostly was concern about  
18 information about real estate and property deals  
19 getting out and -- and being let out to the public or  
20 to the real estate firms.

21 MS. KATE MCGRANN: What steps did  
22 Council take to try to address concerns about the  
23 sharing of confidential information outside of in --  
24 in camera meetings?

25 MR. IAN CHADWICK: Well, I recall -- I

1 recall the mayor perhaps chastising us a couple of  
2 times and other staff members mentioning it, but there  
3 was no punitive measures taken. It really is up to  
4 the conscience and -- and the morality, the ethics of  
5 the individual, to make sure that they're not sharing  
6 information that would affect the community in a  
7 negative way.

8 MS. KATE MCGRANN: Do you remember it  
9 being an issue of particular or unusual concern, the  
10 sharing of confidential information outside of in  
11 camera meetings?

12 MR. IAN CHADWICK: No, I'm sorry, I  
13 don't, and the three (3) terms times I sat, it was  
14 always pretty much the same thing.

15 MS. KATE MCGRANN: To your knowledge,  
16 do you remember during the 2010 to 2014 term being  
17 aware that there were leaks of confidential  
18 information about the Collus Power RFP or sale within  
19 the community?

20 MR. IAN CHADWICK: No, I was not aware  
21 of any of those.

22 MS. KATE MCGRANN: I apologize if this  
23 question sounds redundant, but you sat on Council, you  
24 were not a member of the strategic task team that was  
25 appointed to put together and review the RFP, is that

1 right?

2 MR. IAN CHADWICK: No, I was not.

3 MS. KATE MCGRANN: Do you recall  
4 receiving -- actually, oh -- I apologize, I'll come  
5 back to that later.

6 If we could turn to paragraph 209 of  
7 the Foundation Document.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: So paragraph 209  
12 describes a June 27th, 2011, Council meeting during  
13 which Mr. Houghton makes an in camera presentation to  
14 Council about a study that Collus was doing to  
15 investigate strategic opportunities.

16 From what we've seen in the documents,  
17 it appears that this isn't the first time that that  
18 information is shared with Council about Collus  
19 looking at its ownership options, and in particular  
20 looking at a strategic partnership option.

21 When do you first recall hearing that  
22 sale of some or all of Collus was being contemplated?

23 MR. IAN CHADWICK: To the best of my  
24 recollection, it was at the May Council meeting in  
25 which the Board of Directors presented the business

1 plan for Collus, and they did so in public and they  
2 did discuss -- I believe it was the Chair of the  
3 Board, Dean Muncaster, who talked about looking at the  
4 options and explained that they had -- they had hired  
5 KPMG to look at different options and give them some  
6 ideas about where to go.

7 MS. KATE MCGRANN: So we have a video  
8 of that meeting. There's a transcript available.  
9 We've reviewed it. We don't see a reference to KPMG.  
10 I understand you're speaking about your recollection  
11 of that meeting.

12 Can you tell me more about what you  
13 remember Mr. Muncaster saying about retaining KPMG?

14 MR. IAN CHADWICK: No, I'm sorry, I  
15 can't remember anything specifically about KPMG but I  
16 do remember he used a phrase -- sorry.

17 I do remember that was a phrase that we  
18 should be looking at our options while it was still a  
19 seller's market and not when it was a buyer's market,  
20 and this is because -- this is a year of a provincial  
21 election. We were told that all three (3) parties of  
22 that election were looking at reducing the number of  
23 LDCs in the province, and before any legislated  
24 changes came through that forced us into action, we  
25 should be looking at our options beforehand.

1 MS. KATE MCGRANN: Do you remember  
2 when he made that statement, what you interpreted that  
3 to mean?

4 MR. IAN CHADWICK: Nothing more than -  
5 - than we should be proactive and -- and Council's  
6 role is always to be proactive rather than reactive,  
7 and we should be proactive in looking at what options  
8 we had, whether there were -- whether there was  
9 anything viable that would make a difference and that  
10 for the betterment of the community.

11 MS. KATE MCGRANN: Do you remember  
12 after hearing Mr. Muncaster speak and, in  
13 particularly, make that comment, whether you  
14 understood any specific steps were being taken with  
15 respect to the utility?

16 MR. IAN CHADWICK: As far as I recall,  
17 this was all going to be just exploratory. They were  
18 creating a strategic planning task force to look into  
19 it and come back to Council with options. And we were  
20 not doing anything until we had all of the options  
21 explored and a viable choice presented to us.

22 MS. KATE MCGRANN: Okay. So I'm going  
23 to turn your attention back to the June 27th meeting  
24 but continue to speak with you about your memory of  
25 the May meeting, as well.

1                   We see from the documents that Mr.  
2 Houghton makes a slide presentation in which he  
3 outlines several options that are available and  
4 proposes that one (1) in particular, the strategic  
5 partnership option, be examined by a strategic task  
6 force.

7                   Are -- your memory that you've  
8 described to us, do you specifically recall that being  
9 from the May meeting or is it possible that it could  
10 be from this June 27th meeting?

11                   MR. IAN CHADWICK:    Sorry, I -- I tend  
12 to conflate those two (2) meetings together as to what  
13 was being said.  But I do remember that there was --  
14 there -- there was talk that strategic partnership was  
15 the preferred choice.

16                   One (1) of the comments made, and I'm  
17 not sure whether it was made at that point in camera  
18 or publically, but it was widely discussed among  
19 members of Council that we did not want to sell more  
20 than 50 percent.

21                   We did not want to lose control of the  
22 utility, lose control of services and rates;  
23 therefore, the option of selling completely was not  
24 well received by Council.

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

1 that we move down in a little bit in the Foundation  
2 Document. There are two (2) slides pictured above  
3 paragraph 214. I'd like to show you the first one.

4 This slide on your screen is from the  
5 presentation that Mr. Houghton made on June 27th in  
6 camera to Council. You see that it's got four (4)  
7 points under the heading, "Next steps."

8 If you look at the first point, there's  
9 a discussion of Mr. Houghton speaking with potential  
10 strategic partners to determine and stimulate levels  
11 of interest. It mentions a possible preparation of an  
12 expression of interest.

13 Point number 3 discusses establishing a  
14 team comprised of member of the Collus Power Board.  
15 Mr. Houghton, Mr. Fryer, CAO Wingrove and a Council  
16 representative to meet with interested strategic  
17 partners, prepare an RFP and call the RFP.

18 Is this consistent with your memory of  
19 the -- the presentation you received?

20 MR. IAN CHADWICK: Yes, it is.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: When we look at the  
25 minutes from this in camera portion of the June 27th

1 meeting we don't see any record of any decision,  
2 consensus agreement, indication, direction from  
3 Council to proceed with the next steps that are set  
4 out in this slide.

5 Do you remember how -- or what Council  
6 -- what indication, if any, Council gave to Collus to  
7 -- to move forward with this proposed plan?

8 MR. IAN CHADWICK: I -- in my  
9 recollection, the discussions were about getting  
10 Collus to move forward and come back with a more  
11 concrete idea for a strategic planning team because  
12 the team was going to take it from there for us.

13 MS. KATE MCGRANN: So, from your  
14 recollection, was the only decision before Council the  
15 formation of the strategic team?

16 MR. IAN CHADWICK: Yes. But I -- I  
17 believe the responsibility for creating that team was  
18 given to Collus or the Collus Board at the time. It  
19 would involve members of -- of the Town staff and  
20 Council, but it was not our responsibility to create  
21 the team.

22 MS. KATE MCGRANN: Do you remember how  
23 Council agreed to and authorized Collus to assemble  
24 that team?

25 MR. IAN CHADWICK: No, I don't recall



1 anything specific. We might have given -- it was  
2 likely we gave direction to staff, in camera staff, to  
3 follow through on that.

4 MS. KATE MCGRANN: If Council had  
5 given direction to staff would you expect that that  
6 direction would be reflected in the minutes from the  
7 meeting?

8 MR. IAN CHADWICK: Quite often, when  
9 we came out of an in camera session, and I -- this was  
10 true all the time, both when I covered it in the media  
11 and when I sat on Council. Quite often, there would  
12 be a motion that was generic in format that did not  
13 give away any details. It would along the lines of  
14 direct staff to follow through the recommendations  
15 made in camera.

16 I -- if there wasn't one (1), you'd  
17 have to -- and sorry, you'd have to ask the clerk why  
18 there wasn't any direction. That would be the  
19 responsibility of the clerk and the former CAO to make  
20 sure that those kinds of things were in the minutes.

21 MS. KATE MCGRANN: We've reviewed  
22 agendas from Council meetings. And it appears from  
23 the agendas that one (1) of the items that shows up  
24 regularly is approval of minutes from prior meetings.

25 As members of Council, it's part of

1 your role to review and approve the minutes of your  
2 prior meetings?

3 MR. IAN CHADWICK: Yes, it is. We  
4 would get the minutes with the agenda package. And  
5 then people would read through the minutes and make  
6 sure that the right people voted and the right things  
7 were said, et cetera.

8 MS. KATE MCGRANN: And was part of  
9 that exercise to ensure that items that ought to have  
10 been noted in the minutes were in fact noted in the  
11 minutes?

12 MR. IAN CHADWICK: Generally, yes.

13 MS. KATE MCGRANN: Do you recall  
14 receiving a presentation from KPMG about a evaluation  
15 they did of Col -- oh, sorry, yes?

16 MR. IAN CHADWICK: Sorry, could I just  
17 back up a little bit?

18 MS. KATE MCGRANN: Yes.

19 MR. IAN CHADWICK: And I don't  
20 remember how the structure was eight (8) years ago  
21 but, quite often, the minutes would not appear in the  
22 next meeting but sometimes would appear the second or  
23 third meeting afterwards.

24 For example, if you only had one (1)  
25 Council meeting in a month, but then you have a

1 committee of the whole meeting, one (1) or two (2) of  
2 those in-between, it might be two (2) to three (3)  
3 weeks before you actually saw the minutes.

4                   So the chance of somebody not noticing  
5 anything or forgetting something in the interim -- we  
6 didn't see -- see them in a draft format. We only saw  
7 them in a final format in the agenda.

8                   MS. KATE MCGRANN: I understand that  
9 you said that you saw them in a final format. But did  
10 you understand that it was part of your job as a  
11 Councillor to review that and, if you saw issues with  
12 the final format minutes, raise them?

13                   MR. IAN CHADWICK: Yes, it was.

14                   MS. KATE MCGRANN: Do you recall  
15 receiving a presentation, either a presented slide  
16 presentation in-person or just receiving materials  
17 from KPMG with respect to an evaluation that they did  
18 of Collus Power?

19                   MR. IAN CHADWICK: I don't recall  
20 receiving it directly at all. I've seen it since.  
21 I've seen that material since, but I don't recall re -  
22 - seeing it all during the time that I was on Council.

23                   MS. KATE MCGRANN: And similarly, do  
24 you recall receiving a presentation or materials or a  
25 report setting out KPMG's assessment of potential

1 ownership options for Collus Power?

2 MR. IAN CHADWICK: No, I do not.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Turning from your  
7 work on Council for a second to other work that you  
8 were doing during the 2010 to 2014 time period, it's  
9 our understanding that you did some work for Paul  
10 Bonwick's company, Compenso Communications Inc.

11 Is that right?

12 MR. IAN CHADWICK: Yes, that's  
13 correct.

14 MS. KATE MCGRANN: What kind of work  
15 were you doing for him?

16 MR. IAN CHADWICK: Well, in March of  
17 2011 I was hired to create and present a workshop for  
18 First Nations chiefs and the staff in New Brunswick on  
19 a media relations, and it was held in Moncton, New  
20 Brunswick.

21 And then, in August, I began to do a  
22 news wire scan to look at publically accessible news  
23 stories, editorials, blogs, social media, that kind of  
24 thing, as what was being said about the energy sector.  
25 And that included a broad range of topics in the

1 energy sector, from green energy to political changes  
2 to just what energy companies were doing themselves.

3 MS. KATE MCGRANN: Starting with the  
4 work that you were doing March 2011 --

5 MR. IAN CHADWICK: Yes.

6 MS. KATE MCGRANN: -- how did you come  
7 to be doing that work with Mr. Bonwick?

8 MR. IAN CHADWICK: Mr. Bonwick  
9 contacted me and asked me if I'd be interested in --  
10 in putting one (1) together.

11 MS. KATE MCGRANN: Do you know why he  
12 contacted you to do that work?

13 MR. IAN CHADWICK: Well, I can't speak  
14 for Mr. Bonwick, but I certainly have had the  
15 experience in the media. I've been a writer for the  
16 last forty (40) years. I'm fairly accustomed to  
17 talking in front of people. I've -- my apologies.  
18 I'll try to bring it a bit closer.

19 I -- I've had experience. I've given  
20 workshops. I used to teach courses, so I -- I have  
21 the experience, so I'm assuming that, especially in a  
22 small town, there's not a -- not a big group of people  
23 that have all that experience in -- in a small group  
24 or in just one (1) person. So I -- I can only assume  
25 that he liked what he saw in my experience.

1 MS. KATE MCGRANN: And similarly, with  
2 respect to the scan work that you started doing in  
3 August 2011, a slightly different exercise than the --

4 MR. IAN CHADWICK: M-hm.

5 MS. KATE MCGRANN: -- than the media  
6 workshop. How did you come to be doing that work for  
7 Mr. Bonwick?

8 MR. IAN CHADWICK: Well, Mr. Bonwick  
9 contacted me -- and I believe it was late July -- and  
10 asked me if I could put together a weekly collation  
11 of -- of news stories and -- and editorials and issues  
12 about the energy sector.

13 MS. KATE MCGRANN: What did you  
14 understand about why he wanted you to do that  
15 particular kind of news scan work about the energy  
16 sector?

17 MR. IAN CHADWICK: Well, as -- as I  
18 recall, he told me he had two (2) clients in the  
19 energy sector and -- and was looking for more. And he  
20 wanted -- wanted to keep them in -- informed about  
21 changes in the industry and what was going on because  
22 everybody was concerned about the political changes  
23 that were coming.

24 But also, this was a time when the  
25 green energy was very big. The Ontario government had

1 released less than a year before their first long-term  
2 energy plan, so green energy was very big on the  
3 horizon. There were political changes coming in the  
4 nature of LDCs.

5                   And as far as I recall back then, there  
6 was nobody doing this kind of weekly summation, but I  
7 can't be sure because I wasn't involved in the energy  
8 sector before then.

9                   But to keep track of what was going on,  
10 both locally and across the province and, in some  
11 cases, across the country, looking for stories, that  
12 kind of thing, that he could then put together and --  
13 and send to his clients.

14                   MS. KATE MCGRANN:    When you began  
15 working for him, did he tell you who his two (2)  
16 clients were?

17                   MR. IAN CHADWICK:    Yes, he did. He  
18 was very clear. He said PowerStream, and I believe it  
19 was Blackstone Energy.

20                   MS. KATE MCGRANN:    About how much time  
21 a week would the news scan work that you were doing  
22 take?

23                   MR. IAN CHADWICK:    It would depend  
24 upon the week and how much news there was, but it  
25 would take me anywhere from four (4) to

1 seven (7) hours a week to put it together, 'cause I'd  
2 have to read all the stories, go through online, do  
3 numerous Google searches, collate all these stories,  
4 and then put them together, and send them off.

5 But it would take, I'd say, probably  
6 the least amount of time, it would take four (4) to  
7 five (5) hours a week minimum.

8 MS. KATE MCGRANN: And what were the  
9 terms on which you were doing that work for him?

10 MR. IAN CHADWICK: I billed him once a  
11 month for a fixed amount.

12 MS. KATE MCGRANN: Did you have any  
13 understanding or agreement as to how long you would be  
14 doing this work for him?

15 MR. IAN CHADWICK: Yes, I did. It was  
16 only to go on to the end of the year. Now because at  
17 that point, there'd be a new government in place and  
18 that was the only -- that was as far as he wanted me  
19 to do it.

20 MS. KATE MCGRANN: Were the terms of  
21 your employment -- the rate that you charged, the  
22 length of time that you were to be doing this work --  
23 set out in any written agreement as between the two  
24 (2) of you?

25 MR. IAN CHADWICK: No, we didn't have



1 a written agreement. I estimated how long it would  
2 take me on the rates that I was charging at the time,  
3 and I quoted an amount, and I stuck to that amount.

4 MS. KATE MCGRANN: If we could  
5 turn --

6 MR. IAN CHADWICK: So did he, by the  
7 way.

8 MS. KATE MCGRANN: Sorry. I -- I  
9 spoke over you, and I didn't hear.

10 MR. IAN CHADWICK: Sorry. So did he.  
11 He -- we both stuck to that amount, and that was the  
12 fixed rate.

13 MS. KATE MCGRANN: Was there any  
14 particular reason that those terms weren't reduced to  
15 writing?

16 MR. IAN CHADWICK: Sorry. Could you  
17 say that again, please?

18 MS. KATE MCGRANN: Was there any  
19 particular reason that those -- those terms of the  
20 work that you were doing for Mr. Bonwick were not  
21 reduced to writing, set out in a written contract or  
22 an agreement or an email or something like that?

23 MR. IAN CHADWICK: Not for that -- no  
24 particular reason for that. I -- I'm not -- I'm not  
25 in a position to -- to say why he didn't offer a

1 contract 'cause I normally did offer a contract for  
2 other things for doing a -- the media relations  
3 workshop with the -- with the idea that we would  
4 expand that and take that on to other municipalities  
5 of other First Nations.

6                   But for this, this was just a  
7 short-term project. I don't see why there would have  
8 to be a contract. There's -- the information that was  
9 being gathered was all public domain or in the -- in  
10 the public domain. It was all easily available to  
11 anybody. So it's not like I was doing something that  
12 was particularly private or confidential.

13                   MS. KATE MCGRANN: It looks like at  
14 some point during the time that you were working for  
15 Mr. Bonwick, you are given a Compenso Communications  
16 email account. Do you remember that?

17                   MR. IAN CHADWICK: I -- I remember  
18 having it, but I don't remember ever using it.  
19 Originally, I believe the idea was to expand the media  
20 relations workshop into something larger in which he  
21 would have resource people he would be able to call  
22 on, people who identify and -- and advertize and say  
23 who the -- who these are, and so that people would  
24 understand they have credentials behind them. As far  
25 as I recall, I never ended up using it.

1 MS. KATE MCGRANN: Okay. Fair to say  
2 that the email address is assigned to you so that if  
3 you did move forward to continue to do that work, you  
4 could present as a -- as if you were part of the same  
5 group working on the same thing?

6 MR. IAN CHADWICK: Yes. And -- and as  
7 I recall, there were other people listed on -- on  
8 Mr. Bonwick's website to -- as -- as resource people  
9 for -- for credentials.

10 MS. KATE MCGRANN: And I think you  
11 mentioned that you don't recall using that email  
12 address, if I got that right?

13 MR. IAN CHADWICK: No.

14 MS. KATE MCGRANN: Any reason why you  
15 didn't use it?

16 MR. IAN CHADWICK: At that point, I  
17 probably -- I had a Council email; I had a personal  
18 email; I had a Gmail account; and possibly even  
19 others. I just didn't use, just didn't have any --  
20 nobody -- as far as I know, nobody ever sent anything  
21 to me.

22 MS. KATE MCGRANN: Coming back to  
23 Mr. Bonwick's two (2) clients and -- and him  
24 identifying them to you in August when you began  
25 working for him -- August 2011 -- what did you

1 understand Mr. Bonwick was doing for those companies?

2 MR. IAN CHADWICK: The only thing I  
3 really understood, he was doing some -- some  
4 consulting and some information work, public relations  
5 work.

6 MS. KATE MCGRANN: Consulting and  
7 public relations are two (2) terms that can mean  
8 different things to different people. What kind of --  
9 what did you think he was doing when he was consulting  
10 for these companies?

11 MR. IAN CHADWICK: I didn't ask, and  
12 at that time, neither of those companies names had  
13 ever appeared on -- on anything I had ever seen  
14 before. So I -- my -- my concern was what job I was  
15 going to do for him, not what he was doing for  
16 somebody else.

17 MS. KATE MCGRANN: And I don't mean to  
18 belabour the point, but when you say you understood he  
19 was doing consulting, you didn't ask --

20 MR. IAN CHADWICK: No.

21 MS. KATE MCGRANN: What -- what, in  
22 your mind, did you think that involved?

23 MR. IAN CHADWICK: Consulting on the  
24 energy sector. Mr. Bonwick has a lot of contacts in  
25 government and a lot of contracts across the province

1 in different industries. He -- he's a good -- being a  
2 good resource person for a lot of different people, a  
3 lot of companies and First Nations. He's done a lot  
4 of consulting work for them.

5 Consulting can mean a lot of things to  
6 a lot of different people. I assume that he was doing  
7 for -- for the energy sector what he does generally  
8 for everybody else.

9 MS. KATE MCGRANN: And what is it that  
10 he does generally for everybody else?

11 MR. IAN CHADWICK: Oh, he -- he talks  
12 to the government. He -- he acts as liaison between  
13 government bureaucracies and between individuals or  
14 First Nations people. He's -- he facilitates meetings  
15 with people. He arranges things. He provides --  
16 obviously from the service I was giving to him, he  
17 provides information from outside to other people.

18 MS. KATE MCGRANN: The description of  
19 the kinds of tasks that you just laid out for us,  
20 would it be a similar kind of work that you envisioned  
21 him doing when you understood he was doing public  
22 relations work for these two (2) companies?

23 MR. IAN CHADWICK: No. I understood  
24 he -- he was likely to do public relations work  
25 because I knew he was doing some of that for the

1 First Nations people that he worked with. I didn't  
2 ask him specifically what task he was doing. As I  
3 said, neither of those two (2) companies were known to  
4 me at the time. I had no idea who they were.

5 I had to look both of them up just to  
6 find out who they were and to -- just to make sure  
7 that when I was going through these scans on the -- in  
8 the news and in -- online that if their names popped  
9 up that I would be aware of them; that I would make  
10 sure that if any stories had them in it that I would  
11 include them in the newswire.

12 MS. KATE MCGRANN: So we've looked at  
13 a June 27th --

14 MR. IAN CHADWICK: M-hm.

15 MS. KATE MCGRANN: -- in camera  
16 meeting where Council received a presentation that  
17 Collus Power is going to start looking for a strategic  
18 partner.

19 MR. IAN CHADWICK: M-hm.

20 MS. KATE MCGRANN: When you began  
21 working for Mr. Bonwick in August 2011 doing the  
22 energy sector media scans and you understand that he  
23 was working for two (2) energy sector clients, did you  
24 consider at the time whether his work may include work  
25 related to the search for a strategic partner that

1 Collus Power was undertaking?

2 MR. IAN CHADWICK: No, I didn't, but  
3 you have to understand at that point Council had not  
4 been presented with anything to make a decision on,  
5 aside from creating a team to look at this  
6 information.

7 The RFP was not released until October  
8 of that year. So this is three or four months before  
9 that, Council had not heard any names of any potential  
10 partners, Council didn't have any idea where -- who a  
11 strategic partner might be, how that might work, and -  
12 - and to be fair, most of Council had really little to  
13 -- to no information about how the energy sector  
14 worked aside from the -- the annual business plan that  
15 was brought to -- to Council by Collus, we really  
16 didn't understand it. That was just a little bit at  
17 arm's length. We didn't really get any detailed  
18 information about it.

19 And who a strategic partner might be,  
20 how that might work. All of those details were never  
21 presented until much later.

22 MS. KATE MCGRANN: What was your  
23 relationship with Mr. Bonwick like, outside of the  
24 work that you were doing for him?

25 MR. IAN CHADWICK: Like I said, I

1 don't play golf, so I don't travel in a lot of his  
2 circles.

3                   It was professional. We didn't have a  
4 social life. I've -- I've known Paul for many years  
5 through media, but we're -- we're not friends, we're -  
6 - we had a business relationship. We didn't  
7 socialize, we didn't go to dinners or we didn't go  
8 golfing, as I said, together.

9                   Most of our communication, actually,  
10 was pretty much through e-mail during -- during that  
11 time period.

12                   MS. KATE MCGRANN: The next -- the  
13 next update we see Council receiving with respect to  
14 the Collus Power strategic partner project is in  
15 October of 2011.

16                   Do you recall whether you received any  
17 information or updates on what Collus Power was doing  
18 with respect to a strategic partner between the June  
19 27th in camera meeting and the beginning of October?

20                   MR. IAN CHADWICK: As far as I recall  
21 there was no information provided.

22                   MS. KATE MCGRANN: If we can turn to  
23 paragraph 288 of the Foundation document.

24                   Could you scroll up a couple of  
25 paragraphs. Actually, I'll just tell you when to



1 stop. There, that's perfect. Thank you.

2                   So this paragraph describes that on  
3 October 3rd, 2011, Collus Power provides an in camera  
4 update to Town Council, and this presentation  
5 describes the bidding process envisioned for a Collus  
6 Power shares and the RFP that is going to be issued,  
7 along with the evaluation criteria and the waiting  
8 that's being assigned to financial and non-financial  
9 components.

10                   Do you recall receiving an update like  
11 this?

12                   MR. IAN CHADWICK: As well as I can,  
13 eight years later, yes.

14                   MS. KATE MCGRANN: I'm going to ask  
15 that the slide presentation be shown on the screen, so  
16 that's document ALE5133.0003. And I'd like to go to  
17 slide 11, please.

18                   So in this update that was given to  
19 Council on October 3rd, one (1) of the pieces of  
20 information that was provided was this timeline that's  
21 centred at the second bullet point here.

22                   It identifies that the RFP is going to  
23 be released on October 4, so the next day.

24                   MR. IAN CHADWICK: Yes.

25                   MS. KATE MCGRANN: The RFP will be

1 called on November 16th, the findings of the RFP will  
2 be presented to the Collus Board on December 2nd, to  
3 Council in camera on December 5th. And then it  
4 indicates a resolution by Council, if appropriate, to  
5 take place on December 12th.

6 Do you recall whether you had been  
7 provided with this timeline information before this  
8 October 3rd, 2011 meeting?

9 MR. IAN CHADWICK: No, I don't believe  
10 we were provided that. When I say "we", I don't  
11 believe anybody on Council -- not on the strategic  
12 planning team was provided that information. I  
13 certainly wasn't.

14 MS. KATE MCGRANN: At this point in  
15 time, Council is now being advised that an RFP is  
16 going to be released to look for a strategic partner.

17 Did you think about the work that you  
18 were doing for Mr. Bonwick and that Mr. Bonwick in  
19 turn was doing for PowerStream, did you consider  
20 whether Mr. Bonwick may be involved in -- in  
21 responding to this RFP with PowerStream?

22 MR. IAN CHADWICK: By that point I  
23 knew a little bit more about PowerStream, that they  
24 were a fairly aggressive, outgoing company, LDC in --  
25 in the industry.

1                   And I realize that in future I would  
2 probably have to stand aside from the table, just in  
3 case they got involved in any of the -- any of the  
4 bidding or any further process.

5                   But not specifically that they were  
6 going to bid, I had no -- I had no idea about that at  
7 the time.

8                   MS. KATE MCGRANN:    Did you consider  
9 whether you should, in advance of this in camera  
10 portion, whether you should declare a potential  
11 conflict and recuse yourself from this section of the  
12 meeting?

13                  MR. IAN CHADWICK:   Excuse me, of this  
14 -- of this meeting, of the October meeting?

15                  MS. KATE MCGRANN:    Yes.

16                  MR. IAN CHADWICK:    No, I didn't  
17 because an RFP is not specific to any company and not  
18 specific to any business, it's an exploratory process,  
19 exploratory device used to get information back so  
20 that we can find out what's going on.

21                  No, I didn't. I didn't think it was --  
22 it would be appropriate at that point.

23                  MS. KATE MCGRANN:    Was it the case  
24 that you felt that because new decisions weren't being  
25 made at this meeting, that you didn't need to recuse

1 yourself? This is still an information receiving  
2 exercise, not a decision-making exercise?

3 MR. IAN CHADWICK: Yes, that's  
4 correct. I -- I did not feel that -- that sending out  
5 an RFP was making a decision that was either  
6 irrevocable or would -- would affect the community at  
7 that point, because no decision had been made to -- to  
8 sell anything, and certainly nothing had come in. So  
9 we had no idea what would be offered.

10 MS. KATE MCGRANN: Similar to the June  
11 27th, 2011 meeting, the minutes of this meeting don't  
12 reflect any authorization agreement, decision,  
13 direction from Council to issue the RFP or take this  
14 next step down -- down this path.

15 Do you recall if Council authorized the  
16 release of the RFP at this meeting?

17 MR. IAN CHADWICK: I don't recall the  
18 specific direction, but I'm assuming the fact that the  
19 RFP was released and it was all put together that we  
20 must have given them the go-ahead, because otherwise  
21 they would not have been able to release it on the  
22 next day.

23 Whether that was reflected in the  
24 minutes or not, again, you'd have to take that up with  
25 either the clerk or the former CAO as to why it wasn't

1 there.

2 MS. KATE MCGRANN: Why -- why would an  
3 absence of direction from Council stop the release of  
4 the RFP on October 4th?

5 MR. IAN CHADWICK: I -- Council, the  
6 Town being the sole shareholder for Collus would --  
7 would have to make that decision to -- to tell him to  
8 go ahead. Without direction from Council they  
9 couldn't do it on their own because they couldn't sell  
10 it, they couldn't sell even a portion of it without  
11 approval from Council. If Council wasn't going to let  
12 them send out an RFP, they weren't going to be able to  
13 sell anything.

14 So Council would have had to approve  
15 sending out an RFP.

16 MS. KATE MCGRANN: Okay, I understand  
17 why Council approval would be required to effect a  
18 sale, but I'm not sure I understand why the absence of  
19 a Council approval would stop the release of an RFP  
20 document.

21 MR. IAN CHADWICK: Well, I'm not a  
22 lawyer, but I would assume that the -- that the legal  
23 process would not allow the sole shareholder of the  
24 company -- sorry, would not allow the company to -- to  
25 even approach a sale without having the approval of

1 the sole shareholder.

2 MS. KATE MCGRANN: Is it the case that  
3 you don't recall Council agreeing to or directing  
4 Collus Power to release this RFP, but by the very fact  
5 that it was released you assume that there must've  
6 been authorization given?

7 MR. IAN CHADWICK: I recall we had a  
8 discussion, and to the best of my recollection, it was  
9 unanimous agreement to go ahead with an RFP. I don't  
10 recall any dissension whatsoever, up until this point,  
11 about selling.

12 So -- or about, sorry, about sending  
13 out an RFP. So at this point Council had always been  
14 in approval of following through the process because  
15 the process is not, as I said earlier, it wasn't  
16 irrevocable, we weren't selling it, we were just  
17 getting the information back so we could make a  
18 decision.

19 MS. KATE MCGRANN: What do you  
20 remember about how -- how Council signalled its  
21 unanimous agreement to proceeding with the RFP? Was  
22 there a show of hands or did -- were people asked to  
23 stand or sit?

24 MR. IAN CHADWICK: Generally in camera  
25 the -- there would be a show of hands. As I said, it

1 was quite often that -- that would follow up with a  
2 public declaration to -- to follow through on that,  
3 but usually it was a show of hands in camera.

4 MS. KATE MCGRANN: Okay, so I  
5 understand that usually it was a show of hands in  
6 camera and with respect to this particular meeting on  
7 October 3rd, 2011, in which you learn about the RFP  
8 that's to be released the next day, do you recall a  
9 show of hands being taken with respect to whether it  
10 should go or not.

11 MR. IAN CHADWICK: Sorry, I don't  
12 recall that specific meeting and that specific show of  
13 hands.

14 MS. KATE MCGRANN: Moving forward in  
15 time, I'd like to look at paragraph 371 of the  
16 Foundation Document.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: This paragraph  
21 describes an exchange on November 14th, 2011. As it  
22 pertains to you, Mr. Houghton asked you to review a  
23 draft press release about the bid process.

24 He sends you an email with the subject  
25 line, "A favour." And he asks you to take a look at

1 it. We can call up the email in a second. But my  
2 first question for you is, was this an unusual request  
3 for you to receive, reviewing a draft press release or  
4 other communication?

5 MR. IAN CHADWICK: No, it wasn't. I  
6 had done it several times for other members of staff  
7 previously, including the former planner, Gord  
8 Russell, and for former planner, Robert Voigt. As a  
9 matter of fact, I edited his entire urban design  
10 guidelines manual.

11 We -- at that point, the Town did not  
12 have a communications officer and did not have anybody  
13 with the experience or the education to do any copy  
14 editing. And that's basically what I would be asked  
15 to do, not -- not to look at content, but to make sure  
16 that -- that the punctuation, the grammar, the style,  
17 et cetera, were consistent and clear, there were no  
18 spelling mistakes, that sort of thing.

19 MS. KATE MCGRANN: Do you remember  
20 receiving this request for assistance in particular?

21 MR. IAN CHADWICK: Not in particular.

22 MS. KATE MCGRANN: Okay. I was going  
23 to ask you if -- if when you received this you thought  
24 it was unusual or you had any --

25 MR. IAN CHADWICK: No.



1 MS. KATE MCGRANN: -- had any concerns  
2 about it?

3 MR. IAN CHADWICK: No, I don't --  
4 didn't. And when --

5 MS. KATE MCGRANN: Do you remem --

6 MR. IAN CHADWICK: Excuse me. If I  
7 can say that in a small -- in a small town with small  
8 Council, people bring all sorts of different skills to  
9 the table, and -- and you try to use those skills to  
10 the benefit of the community.

11 Some people -- the former deputy mayor  
12 was a contractor. He knew lots of things about  
13 contacting, about building, about design, about --  
14 about infrastructure, so the staff would sometimes  
15 turn to him.

16 Former Council Lloyd was in marketing  
17 and -- and advertising, so people could talk to him  
18 about that. Former councillor, Dale West, but big in  
19 sports. People could talk to him about that.

20 I was from media, had an experience as  
21 a writer, as an editor, so turning to me and asking me  
22 to help out with something was perfectly natural, and  
23 -- and it should be the good -- that's the good way  
24 Council should work with its staff if the staff feel  
25 comfortable about saying can you look -- can you help

1 with something because it shows that you're working  
2 together on things.

3 MS. KATE MCGRANN: Do you remember  
4 what your response to this request to review the draft  
5 press release as a favour was?

6 MR. IAN CHADWICK: I -- I would have  
7 just gone through it, made my editing changes, made my  
8 notes and sent it back.

9 MS. KATE MCGRANN: And I'm reacting to  
10 the fact that you said that you would have done this.  
11 Do you have a specific recollection of doing that?

12 MR. IAN CHADWICK: No, and it --  
13 because it wasn't the -- the first time. And again,  
14 something that's eight (8) years ago, it's a little  
15 hard to remember exactly pressing the send button on -  
16 - on a particular piece of email.

17 MS. KATE MCGRANN: You can see from  
18 this paragraph that Mr. Houghton and Mr. Bonwick are  
19 discussing this press release. Were you aware that it  
20 was a topic of conversation as between the two (2) of  
21 them when -- when you were asked to review it?

22 MR. IAN CHADWICK: No. And none of  
23 that was shared with me.

24 MS. KATE MCGRANN: And more generally,  
25 stepping back, to your knowledge at the time, were Mr.

1 Bonwick and Mr. Houghton discussing the RFP process at  
2 -- on any level?

3 MR. IAN CHADWICK: I was unaware of  
4 that.

5 MS. KATE MCGRANN: The next update --

6 MR. IAN CHADWICK: If -- if I -- if I  
7 can interrupt here with -- with a comment. Having --  
8 having read through the Foundation Document and  
9 reading the stuff and reading the material has come  
10 out later, I'm aware now that the strategic planning  
11 team approached different potential partners and spoke  
12 to them.

13 So for the part -- for those people  
14 that had been spoken to, I don't -- I don't know  
15 because I wasn't part of those discussions, but I'm  
16 pretty sure they knew that this process was going  
17 through and how it was working so that people involved  
18 in PowerStream or people involved in Hydro One or  
19 Veridian or any of the others would have known that  
20 this was the way that -- that Council was looking at  
21 going, would have known how the process worked.

22 It's not exactly a secret process to  
23 send out an RFP, so I -- I don't see why anybody  
24 wouldn't be talking with these potential partners to  
25 tell them that it's coming through, that Council's

1 approved it, that it's going to be coming out because,  
2 even though we had an in camera meeting, the process  
3 is going to become public.

4                   And there was -- the RFPs were sent  
5 out. And we -- of course, I didn't find this out  
6 until much later, but the RFPs were only sent out to  
7 those -- those potential partners. It wasn't broad  
8 spectrum sent out to everybody in the industry, it was  
9 only sent out to those.

10                   So I don't see why they wouldn't have  
11 talked to them. I don't see why they wouldn't have  
12 kept them informed so that they could be prepared and  
13 they could -- they could produce the best RFP because  
14 it's in the best interest of the Town of Collingwood,  
15 it's the best interest of the people of Collingwood to  
16 have the best partner for that utility.

17                   MR. WILLIAM MCDOWELL: Commissioner,  
18 if I could just make a non kaprotug objection there.  
19 You know, that's a terrific submission. I'm not sure  
20 it was evidence responsive to the question.

21                   THE HONOURABLE FRANK MARROCCO: It  
22 wasn't responsive to the question, not in the  
23 slightest.

24                   MR. IAN CHADWICK: My apologies.  
25 And...

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: I'd like to turn to  
3 the next update we see Council receiving, which is on  
4 November 17th, 2011. If we could turn to paragraph  
5 373 of the Foundation Document.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: So from what we can  
10 see, after the October 3rd, 2003, in camera update to  
11 Council, the next update is on November 17th, 2000,  
12 again, ele -- again, in a closed session.

13 At this point, Council's informed that  
14 Collus staff were preparing to issue a press release  
15 announcing public information -- a public information  
16 session regarding the RFP process on November 22nd,  
17 2011.

18 Do you recall whether you received any  
19 updates on the RFP either from Collus Power or  
20 otherwise between October 3rd, 2011, and November  
21 17th, 2011, other than the draft press release you  
22 reviewed?

23 MR. IAN CHADWICK: Not that I recall.  
24 I don't recall seeing any particular document between  
25 those two (2) meetings.

1 MS. KATE MCGRANN: And the press  
2 release and the subsequent public information session  
3 held on November 22nd, 2011, appear to be the first  
4 public notice that is given of the RFP process for  
5 Collus Power.

6 Are you aware of an earlier public  
7 notice given of the fact that an RFP was going to be  
8 issued or had been issued?

9 MR. IAN CHADWICK: I had thought we --  
10 there was a second meeting, a town hall thing, but I  
11 don't see record of it, so perhaps I'm conflating it  
12 with something else. But I do recall the public  
13 meeting.

14 MS. KATE MCGRANN: Okay. Do you  
15 recall any public announcement or notice of the RFP  
16 process or consideration of ownership options for  
17 Collus Power before the public meeting?

18 MR. IAN CHADWICK: I don't recall any  
19 details. I do know that local media did have -- have  
20 some stories, that we were going through the process  
21 and that -- that we were looking at -- at the  
22 different options, but I don't recall any particular  
23 details, certainly not -- none of the partners were  
24 ever named.

25 MS. KATE MCGRANN: And the media

1 pieces that you're referring to there, do you have a  
2 specific recollection of those being published before  
3 the press release you reviewed was released?

4 MR. IAN CHADWICK: I believe there  
5 were a couple of stories in the Enterprise bulletin  
6 and the Collingwood connection. And it may -- excuse  
7 me, it may have -- you'd -- you'd have to confirm with  
8 the radio station, but the mayor had a regular radio  
9 show on -- on the -- The Peak FM, and she may have  
10 even mentioned it there.

11 It wasn't a secretive process that we  
12 were looking at it. The details may have been in  
13 camera because of legal issues and confidentiality  
14 over -- over legal issues to do with the Corporations  
15 Act, but it wasn't a secret that we were looking at  
16 those partnerships.

17 MS. KATE MCGRANN: Well, sir, what I'm  
18 looking for is your recollection. You said, "May  
19 have," several times in what you just said there. I  
20 would like to know if you recall that the fact that an  
21 RFP had been put out for a strategic public --  
22 strategic partner for Collus partner -- Power had been  
23 made public before this news release.

24 MR. IAN CHADWICK: I don't recall.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: The next time we  
4 see information being brought to Council about the RFP  
5 process for Collus Power is in an in camera meeting on  
6 December 5th, 2011. I ask that we turn to paragraph  
7 437 of the foundation document.

8 While that's being pulled up, a  
9 question I have for you is, do you recall receiving  
10 any updates or information about the Collus Power RFP  
11 between the public meeting on November 22nd and the  
12 December 5th, 2011, Council meeting?

13 MR. IAN CHADWICK: I did not receive  
14 anything that I recall.

15 MS. KATE MCGRANN: Well, the minutes  
16 record that you declared a pecuniary interest with  
17 respect to the in camera discussion because you  
18 provided consulting services for electricity se --  
19 sector clients.

20 The minutes said that you indicated  
21 that you would not be participating in the in camera  
22 discussion until it was known whether your client had  
23 submitted an RFP for the Collus partnership  
24 discussion.

25 Is that consistent with what you



1 remember of that meeting?

2 MR. IAN CHADWICK: Yes, it is.

3 MS. KATE MCGRANN: When did you learn  
4 that PowerStream had submitted a response to the RFP?

5 MR. IAN CHADWICK: It was in mid to  
6 late January of 2012, approximately five (5) to six  
7 (6) weeks later.

8 MS. KATE MCGRANN: How did you learn  
9 that PowerStream had submitted a bid to the RFP?

10 MR. IAN CHADWICK: It was -- we were  
11 making the announcement that PowerStream was going to  
12 be the strategic partner.

13 MS. KATE MCGRANN: And do you recall  
14 if that was -- it had already been decided absolutely  
15 that PowerStream was going to be the strategic  
16 partner, a decision had already been made completely,  
17 or whether they were a preferred proponent that was  
18 going to be negotiating with Collus Power?

19 MR. IAN CHADWICK: I -- I was not  
20 present at the in camera meeting, so I can't tell you  
21 what the decision was. You -- when it came out, it  
22 appeared to be that they were the chosen partner. Any  
23 subsequent negotiations I was not aware of.

24 MS. KATE MCGRANN: During the period  
25 between October 3rd, when you learned that an RFP was

1 going to be released, and mid-January, when you  
2 learned that PowerStream had submitted an RFP, did you  
3 think of asking Mr. Bonwick whether PowerStream was a  
4 participant in the RFP process or whether it's  
5 something you should have been mindful of in your role  
6 as councillor?

7 MR. IAN CHADWICK: No, I didn't -- I  
8 didn't ask him. And the -- the RFPs, as until mid-  
9 November -- I think it was November 14th or November  
10 16th, when they had a deadline to be received.  
11 Council didn't get anything until the December 5th  
12 meeting.

13 So there was -- there was no  
14 interaction between Council and -- and the process  
15 after the RFPs were sent out. So, no, I -- I didn't  
16 think to ask him. And I -- I didn't really want to  
17 bring that up at that point because there was no  
18 decision being made on anything.

19 MS. KATE MCGRANN: If you were going  
20 to declare a conflict because one (1) of your clients  
21 may be participating in the RFP, why wouldn't you take  
22 the extra step of asking the person who's interfacing  
23 between you and -- and PowerStream whether this was a  
24 read conflict you needed to be concerned about?

25 Why not arm yourself with the

1 information and make an informed decision?

2 MR. IAN CHADWICK: Well, thank you.  
3 20/20 hindsight might -- might be a wonderful thing to  
4 have, but, unfortunately, I lack it. From the sending  
5 out of the RFP, which I considered to be a -- for the  
6 community benefit.

7 And, as I said, until it came up on  
8 December 5th, there was no opportunity, no reason to  
9 co -- declare a conflict because the discussions  
10 didn't come up that I recall at all at Council either  
11 about the RFP or about the -- about the decision to  
12 sell.

13 There was a discussion about the  
14 process, but I don't -- but that's not specific to any  
15 company or any business.

16 MS. KATE MCGRANN: Okay. After you  
17 declare a conflict of interest on December 5th, or a  
18 potential conflict of interest really because you  
19 didn't know whether your client had --

20 MR. IAN CHADWICK: Right.

21 MS. KATE MCGRANN: -- submitted it or  
22 not, at this point, you've already declared a  
23 conflict. You've indicated that you don't have the  
24 necessary information to -- to advise how you'll  
25 proceed going forward. Why not find out then?

1 MR. IAN CHADWICK: Because the  
2 information was confidential. And for me to go in  
3 another way to find out if it was -- to find out if it  
4 was submitted or that kind of -- of relationship, what  
5 I believe violate the -- the Council's oath of -- of  
6 confidentiality.

7 And I'm not supposed to find this out  
8 by another way. If it's made public, then I have  
9 access to the information. But I'm not supposed to go  
10 around something else to find out if they're involved  
11 in it.

12 Council made a decision that once that  
13 decision was made, I had to stay out of it while I  
14 still had a pecuniary interest.

15 MR. PAUL BONWICK: Excuse me, Your  
16 Honour, if --

17 THE HONOURABLE FRANK MARROCCO: Yes.

18 MR. PAUL BONWICK: -- if I may. I  
19 just wanted to seek some clarification before I was  
20 objecting to a comment. I understood Ms. McGrann to  
21 suggest that Mr. Chadwick was dealing with his client.  
22 I was -- could you provide clarification? I may have  
23 misheard that.

24 MS. KATE MCGRANN: What I was asking  
25 was why he didn't ask you, the person who was

1 interfacing between him and PowerStream, the ultimate  
2 client, whether or not PowerStream had bid.

3 MR. PAUL BONWICK: Thank you. That's  
4 not how I understood the question to be asked. And  
5 I'll answer that when I'm up on the stand.

6 MR. IAN CHADWICK: If I may add to  
7 that. Also, that was also their confidential  
8 information. And -- and that would not be information  
9 that I think they would want to share with somebody,  
10 especially somebody who had declared a conflict of  
11 interest.

12

13 CONTINUED BY MS. KATE MCGRANN:

14 MS. KATE MCGRANN: Well, sir, what  
15 would the harm be in asking? I'm sure PowerStream can  
16 tell you if that was information that wasn't available  
17 for you.

18 MR. IAN CHADWICK: Well, as I said,  
19 that might be wonderful to have 20/20 hindsight to --  
20 to determine that but, at the time, I did not think it  
21 was appropriate.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: Justice Marrocco,

1 I'm just looking at the time. I'm moving on to a new  
2 topic. I'm happy to proceed.

3 THE HONOURABLE FRANK MARROCCO: Okay.  
4 We'll take ten (10) minutes.

5

6 --- Upon recessing at 3:06 p.m.

7 --- Upon resuming at 3:16 p.m.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: Mr. Chadwick,  
11 earlier this afternoon, we were discussing the terms  
12 of the media scan work you were doing for Mr. Bonwick.  
13 You had mentioned that it was understood between the  
14 two (2) of you that the work would continue until the  
15 end of the year.

16 I'm going to ask that paragraph 11 of  
17 summary document 1-5 be pulled up on the screen.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: This paragraph  
22 describes that on December 30th, 2011, you sent an  
23 invoice and energy sector review to Mr. Bonwick. And  
24 in the email that you sent it with, you stated, "Hope  
25 I can do more work for you in 2012."

1 Do you remember sending that email?

2 MR. IAN CHADWICK: Yes.

3 MS. KATE MCGRANN: I'm going to ask  
4 that the summary document 1-5 be marked as the next  
5 Exhibit.

6 THE HONOURABLE FRANK MARROCCO: So  
7 ordered.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: Other than that  
11 energy sector review work you were doing for Mr.  
12 Bonwick, what other sources of income did you have as  
13 at the end of December 2011, beginning of January  
14 2012?

15 MR. IAN CHADWICK: As far as I recall,  
16 it was just my Council salary, which I believe was  
17 about eighteen thousand dollars (\$18,000) a year at  
18 that time.

19 MS. KATE MCGRANN: On December 30th,  
20 as we just looked at, you had said to Mr. Bonwick in  
21 an email, "Hope I can do more work for you in 2012."  
22 On January 4th, 2012, you sent him another email,  
23 asking, "Any other work I can help with?"

24 Do you recall if you received a  
25 response from Mr. Bonwick to your January 4th, 2012

1 email?

2 MR. IAN CHADWICK: I don't believe I  
3 did.

4 MS. KATE MCGRANN: Do you recall if  
5 you began doing work for Mr. Bonwick again in January  
6 of 2012?

7 MR. IAN CHADWICK: Not in January of  
8 2012.

9 MS. KATE MCGRANN: I'm going to turn  
10 back to the Foundation Document, paragraph 488.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: This paragraph  
15 describes a closure in Council session of a Town  
16 Council meeting on January 16th, 2012, in which  
17 Council received a negotiating -- negotiation update  
18 from Ron Clark of Aird & Berlis with respect to the  
19 recommended Collus strategic partner.

20 Do you remember attending this meeting?

21 MR. IAN CHADWICK: I don't remember  
22 the details of the meeting, but the record shows that  
23 I was there, so I -- I recall vaguely being at the  
24 meeting.

25 MS. KATE MCGRANN: Do you recall why



1 you didn't declare a conflict and recuse yourself at  
2 this meeting as you had on December 5th?

3 MR. IAN CHADWICK: Yes, because as I  
4 read -- as I read the Confl -- the Municipal Conflict  
5 of Interest Act, since I was no longer working for  
6 anybody who had any sort of interest, I no longer had  
7 a direct or indirect pecuniary interest.

8 MS. KATE MCGRANN: It's my  
9 understanding -- and I'm going to take you to the  
10 paragraph in the Foundation Document that references  
11 it; it's paragraph 531 -- that you didn't receive  
12 payment for the work that you had done in December  
13 2011 until towards the end of January, after January  
14 24th, 2012.

15 Does that accord with your memory?

16 MR. IAN CHADWICK: Yes, it does.

17 MS. KATE MCGRANN: Did the fact that  
18 you hadn't yet been paid by Mr. Bonwick form part of  
19 your consideration of whether or not you were in a  
20 conflict of interest with respect to the January 16th  
21 meeting?

22 MR. IAN CHADWICK: No, I didn't,  
23 because I had sent him a final document and a final  
24 invoice for the -- the work done in December, and as  
25 you can see by the previous note, had said:

1 "This is the final one. I'm hoping  
2 -- hope I can do some work for you  
3 later."

4 So as far as I was concerned, I was not  
5 working for him.

6 MS. KATE MCGRANN: Did you speak to  
7 anyone -- or ask anyone for any advice about your  
8 determination that you were not in conflict of  
9 interest while you're waiting for payment, but not  
10 actively doing work for Mr. Bonwick?

11 MR. IAN CHADWICK: No, I didn't.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: And I think you  
16 said that you don't have a -- a detailed recollection  
17 of the January 16th meeting. What do you remember of  
18 that meeting, if anything?

19 MR. IAN CHADWICK: I remember we had a  
20 presentation which was an update about the decision  
21 that had been made in -- in December, and where it was  
22 going. I didn't remember the details of it.

23 MS. KATE MCGRANN: And was that the  
24 first information that you had about the decision that  
25 had been made in December at the -- pardon me, in

1 camera meeting that you didn't attend?

2 MR. IAN CHADWICK: Yes, it was.

3 MS. KATE MCGRANN: Do you remember  
4 what your reaction was learning of the decision that  
5 had been made?

6 MR. IAN CHADWICK: I think I expressed  
7 it in the -- in the next meeting, when it came up  
8 publicly, that I was quite happy to see that -- that  
9 we had made a decision, and we're moving forward with  
10 it, because I had been in favour of moving forward all  
11 the way along.

12 Regardless of who was chosen, I had  
13 thought that it was the right decision to make.

14 MS. KATE MCGRANN: We're going to turn  
15 to discussing the next meeting right now. Actually,  
16 was on January 23rd, 2012 -- wrong, January 24th, my  
17 mistake, 2012. If we could turn to paragraph 531 of  
18 the Foundation Document.

19 MR. IAN CHADWICK: Excuse me, could --  
20 the number is five (5) --

21 MS. KATE MCGRANN: Five hundred and  
22 thirty-one (531).

23 MR. IAN CHADWICK: Five thirty-one  
24 (531). Thank you.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: And in fact, I'm  
4 actually going to back us up to paragraph 527.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: Five-hundred and  
9 twenty-seven (527) describes an email exchange that  
10 you had with Mr. Bonwick, it looks like shortly before  
11 and just during the -- the Council meeting. This is a  
12 public Council meeting.

13 At 4:53 p.m., on the 23rd, you write  
14 him, saying, "I'm at Council right now. Can we chat  
15 tomorrow?" At 5:11 p.m., after the Council meeting  
16 has commenced, Mr. Bonwick responds to you. And part  
17 of what he says is:

18 "I was going to ask you to speak to  
19 industry trends and leading the way.  
20 You likely know more about the  
21 industry than others at the table."

22 Do you remember if you received this  
23 email from Mr. Bonwick during the Council meeting?

24 MR. IAN CHADWICK: Yes, I did.

25 MS. KATE MCGRANN: If you go up a

1 paragraph to paragraph 526, this outlines a statement  
2 that you make at the Council meeting at 5:49 p.m.

3 Do you remember if you had received the  
4 email from Mr. Bonwick before you made this statement  
5 at the Council meeting?

6 MR. IAN CHADWICK: No, I don't recall  
7 if I received it before then or afterwards. It was  
8 generally the practice not to read through emails  
9 during the Council meeting.

10 MS. KATE MCGRANN: Why was that?

11 MR. IAN CHADWICK: Just because they  
12 were distractions, and -- and it was bad protocol to  
13 be answering -- respond to and answering emails,  
14 although it wasn't necessarily followed rigorously.

15 MS. KATE MCGRANN: Was this a -- a  
16 personal practice or was this a -- an endeavour that  
17 was a Council-wide endeavour?

18 MR. IAN CHADWICK: It -- it was  
19 generally -- it was a Council endeavour, and it -- not  
20 just with that Council; with previous Councils. In  
21 some cases, people close their laptops during the  
22 meetings, some kept them open, but generally didn't  
23 respond to outside emails during the meeting.

24 MS. KATE MCGRANN: Do you know if your  
25 correspondence with Mr. Bonwick had any impact on

1 whether you chose to speak, or what you decided to say  
2 at this meeting?

3 MR. IAN CHADWICK: No, it wouldn't,  
4 because as I said, I had been in favour of the process  
5 and in favour of making a decision for a strategic  
6 partner all the way along, and in the last previous  
7 four (4) months, I'd been following the industry  
8 trends and -- and in the industry in general through  
9 doing the -- the news scan. So I could see that it  
10 was probably a good decision from the industry point  
11 of view as well, at least from my -- from my  
12 perspective.

13 MS. KATE MCGRANN: At this point in  
14 time, you had been doing work for Mr. Bonwick, or  
15 providing him with -- with news scans for his client,  
16 PowerStream, for a number of months, but you're not  
17 currently working for them. We've seen that you have  
18 asked for additional work before this meeting.

19 Was the prospect of -- of obtaining  
20 additional work something you considered when you  
21 decided whether to speak or what to say at this  
22 meeting?

23 MR. IAN CHADWICK: No. I actually  
24 like to do the work, and -- and there aren't a lot of  
25 good work opportunities out there for a retired

1 editor/writer in a small community, so anybody who  
2 might be able to provide one (1) would be somebody I  
3 would like to approach.

4 MS. KATE MCGRANN: If we could now  
5 turn to paragraph 531.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: This paragraph  
10 describes an email exchange between you and Mr.  
11 Bonwick the day after the Council meeting at which the  
12 PowerStream share sale is approved.

13 You email Mr. Bonwick and ask him if he  
14 still wants to chat. You -- there's a discussion  
15 about picking up the final cheque. You mentioned that  
16 it had been -- it'll be a month, and Mr. Bonwick  
17 responds:

18 "Yes, we should meet. I'd like to  
19 discuss -- discuss growth strategy  
20 as well. They are interested in  
21 expansion that requires more  
22 monitoring."

23 Do you remember this email exchange?

24 MR. IAN CHADWICK: Yes, I do.

25 MS. KATE MCGRANN: Did your interest

1 in obtaining additional work at all affect your  
2 approach to the Collus Power/PowerStream deal?

3 MR. IAN CHADWICK: No, it didn't.

4 MS. KATE MCGRANN: Can you see how a  
5 third party, looking in may have questions about how  
6 your employment -- the fact that you were looking for  
7 further employment at this time, may have affected the  
8 decisions that you made about the Collus  
9 Power/PowerStream deal?

10 MR. IAN CHADWICK: Well, I can't speak  
11 for any third party or what they might suppose, but  
12 again, lacking 20/20 hindsight, it might have been  
13 appropriate to wait a day, perhaps, but nonetheless, I  
14 like to work. I was looking for work.

15 MS. KATE MCGRANN: And I'm not asking  
16 you to -- I'm not asking you to guess what a third  
17 party would say. I'm saying, could you understand why  
18 someone looking on this may have concerns or questions  
19 about whether there was an impact on your decision?

20 MR. IAN CHADWICK: I can now, yes.

21 MS. KATE MCGRANN: And when you say it  
22 may have been appropriate to wait a day, wait a day to  
23 do what?

24 MR. IAN CHADWICK: To contact Mr.  
25 Bonwick and see if he had more work.



1 MS. KATE MCGRANN: What difference do  
2 you think a day would make?

3 MR. IAN CHADWICK: Because this was on  
4 the same day as the -- the day we had approved the --

5 MS. KATE MCGRANN: But it's the day  
6 after.

7 MR. IAN CHADWICK: -- the -- the day  
8 after?

9 MS. KATE MCGRANN: It's the day after.

10 MR. IAN CHADWICK: Okay. Then I  
11 apologize. I take that back. I -- then it was the  
12 day after, then I wouldn't have waited a day. I  
13 thought this was during that meeting -- or after that  
14 meeting, but.

15 MS. KATE MCGRANN: And again, I guess  
16 the question is, what -- what difference would a day  
17 make?

18 MR. IAN CHADWICK: It wouldn't. I'm  
19 sorry. I -- I apologize, then, for mistaking the  
20 days.

21 MS. KATE MCGRANN: And I'm correct  
22 that you did vote in favour for -- in favour of the  
23 Collus Power/PowerStream --

24 MR. IAN CHADWICK: Yes.

25 MS. KATE MCGRANN: -- deal, or the

1 Collus/PowerStream deal, I should say?

2 Am I correct --

3 MR. IAN CHADWICK: Excuse me, if -- if  
4 I can correct, as I recall, that was not -- that was  
5 to vote to approve what Council had approved  
6 previously in camera, was -- so it wasn't to make the  
7 decision for the sale. It was to approve a Council  
8 decision that had already been made.

9 MS. KATE MCGRANN: Is that distinction  
10 important to you --

11 MR. IAN CHADWICK: Yes.

12 MS. KATE MCGRANN: -- in terms of  
13 whether or not you would declare a conflict?

14 MR. IAN CHADWICK: Yes, it is, because  
15 if the -- if the decision had been to approve the sale  
16 specifically, I would have declared a conflict, but to  
17 approve a Council decision that's already been made  
18 was, in my mind, a -- a different kind of vote.

19 MS. KATE MCGRANN: Help me understand  
20 the difference that you see there.

21 MR. IAN CHADWICK: Because all I'm  
22 doing is ratifying a Council decision, a decision that  
23 was actually made by eight (8) people previously, and  
24 made based on their information, based on -- on the  
25 time they spent with it. All I was doing was agreeing

1 that they probably made the right decision.

2 MS. KATE MCGRANN: And why did that  
3 address any concerns about conflict of interest you  
4 had?

5 MR. IAN CHADWICK: Because as I  
6 understand it, in -- in the Conf -- Municipal Conflict  
7 of Interest Act. It says if the -- if the member is  
8 employed, so current tense, not past tense, is -- is  
9 employed -- at that point, I wasn't employed by  
10 anybody -- but it also says there are exceptions for -  
11 - for areas where there's a -- a general interest in  
12 such a thing as a utility, and I believe that those  
13 applied.

14 So that you -- you can vote for  
15 something such as a utility where there is a general  
16 interest in the community, where you share an interest  
17 with all the other electors. And since I wasn't  
18 employed by anybody aside from the Town, I believe  
19 that that applied.

20 MS. KATE MCGRANN: During your time as  
21 a Councillor at the 2010 to 2014 Council term, was it  
22 your understanding that your obligation to identify  
23 and appropriately address conflicts of interest began  
24 and ended with the text of the Municipal Conflict of  
25 Interest Act?

1 MR. IAN CHADWICK: Yes. The law is  
2 the law. The law supersedes everything else,  
3 supersedes Code of Conduct, Code of Ethics. It is the  
4 law and that's the law of the land. It is not up to  
5 Council to determine or any individual councillor to  
6 determine whether or not there are other shades of  
7 that law.

8 MS. KATE MCGRANN: What was the basis  
9 for the understanding that you just explained to us  
10 there?

11 MR. IAN CHADWICK: I believe that the  
12 provincial law was -- was -- was written to cover all  
13 -- all contingencies and all aspects of it and that we  
14 should follow -- we should follow provincial law.

15 The law isn't about a shade. It's not  
16 about the spirit of it. It's about the letter of the  
17 law. You have to follow the letter of the law.

18 The other thing about the Municipal  
19 Conflict of Interest Act is that unlike -- unlike  
20 other acts, like unlike the Planning Act, unlike the  
21 Municipal Act, there's nobody in Town Hall that you  
22 can go and ask for advice on, about the -- about the  
23 law. It's really left up to the conscience of the  
24 individual whether or not you apply it correctly, and  
25 there is a mechanism afterwards by which people can

1 contest it if you made the wrong choice.

2 But with the Planning Act I can go to a  
3 planner and ask all sorts of details about the  
4 Planning Act, whether I'm a builder, whether I'm a  
5 councillor. The Municipal Act, I can act -- ask the  
6 clerk; bylaws, I can ask the clerk; but the -- but the  
7 Municipal Conflict of Interest Act, they don't give  
8 advice on.

9 MS. KATE MCGRANN: During --

10 MR. IAN CHADWICK: You have to go  
11 outside.

12 MS. KATE MCGRANN: During your time --  
13 okay, so a couple of things, I think. I'm sorry that  
14 I spoke over you. I thought you were done. I think  
15 you said you would have to go outside.

16 What do you mean, you would have to go  
17 outside? Who would you go to?

18 MR. IAN CHADWICK: You would have to  
19 go to a municipal lawyer, an independent municipal  
20 lawyer, one (1) who wasn't employed by the Town, or  
21 somebody experiencing in municipal law. I'm not  
22 familiar with anybody in the Town of Collingwood that  
23 has all of that experience.

24 MS. KATE MCGRANN: Did you find that  
25 the lack of a closely geographically located lawyer

1 with that experience was an impediment to you  
2 obtaining advice or information that you needed?

3 MR. IAN CHADWICK: Partly; also the  
4 cost. When you -- when you're bringing home about  
5 \$12,000 a year, going to a lawyer who's going to  
6 charge 4 -- \$600 an hour to give you advice, is also a  
7 bit of a constraint.

8 MS. KATE MCGRANN: Was it the case  
9 when you were making decisions about how to deal with  
10 your relationship with PowerStream during this time  
11 that you felt that that there was advice that you  
12 needed or could have benefited from that you couldn't  
13 obtain?

14 MR. IAN CHADWICK: In general, having  
15 a person on Town staff who could provide advice about  
16 the Municipal Conflict of Interest Act is always  
17 beneficial, but to be clear -- to clarify your point,  
18 I never dealt with PowerStream. I never dealt  
19 directly with PowerStream. I dealt with Mr. Bonwick,  
20 whose client was PowerStream.

21 MS. KATE MCGRANN: Okay.

22 MR. IAN CHADWICK: And my interest  
23 would only be indirect, not direct.

24 MS. KATE MCGRANN: During the time  
25 that you had an indirect relationship through Mr.

1 Bonwick with PowerStream, and let's back away from  
2 that even further, during the time that you were  
3 dealing with decisions and information brought to  
4 Council about the Collus Power RFP, all the way  
5 through to the January 23rd meeting and beyond, was it  
6 the case that you felt that there was advice or  
7 information that you needed that you couldn't get  
8 because you couldn't locate someone to give it to you  
9 or because you couldn't afford it?

10 MR. IAN CHADWICK: It was -- it was  
11 somewhat of both.

12 MS. KATE MCGRANN: Did you speak to  
13 anybody about that need that wasn't being met?

14 MR. IAN CHADWICK: I had spoken, not  
15 about this particular incident, but I had spoken in  
16 the past to the clerk and to a former CAO about  
17 getting advice on Municipal Conflict of Interest Act,  
18 and -- and when councils are newly elected, they're  
19 usually given some basic advice about -- from the  
20 Town's legal firm or from the clerk, about -- about  
21 laws and getting advice, and that's just one (1) of --  
22 one (1) of those rabbit holes that we fall into.

23 MS. KATE MCGRANN: Well, turning back  
24 to your experience and the decisions that you need  
25 about how to deal with choices as a councillor in a

1 town, I want to make sure that I first of all  
2 understand you, is it the case that there was  
3 information or advice that you needed that you felt  
4 you couldn't access because you couldn't afford it or  
5 otherwise?

6 MR. IAN CHADWICK: I would have liked  
7 to have had -- had advice at the time from a Town  
8 staff person who would be well-versed and that could  
9 give advice without putting themselves into legal  
10 jeopardy about giving that advice.

11 But, of course, the decision is always  
12 up to the individual. It's up to the individual's  
13 conscience, and that's a decision I made based on my  
14 understanding regardless of what advice I had  
15 received, that was the decision I made, and whether  
16 it's right or wrong, that was based upon my  
17 understanding of the situation and on what the  
18 Municipal Act said.

19 MS. KATE MCGRANN: Did you speak to  
20 anybody about the fact that there was information or  
21 advice that you felt that you needed that you couldn't  
22 get?

23 MR. IAN CHADWICK: No, I didn't, not  
24 that I recall speaking --

25 MS. KATE MCGRANN: It appears from



1 the documents that starting again in February of 2011  
2 you began working for Mr. Bonwick, again providing  
3 news scans for his clients. Is that correct?

4 MR. IAN CHADWICK: That's correct.

5 MS. KATE MCGRANN: Do you remember how  
6 long you continued to do that work for?

7 MR. IAN CHADWICK: Till, I believe,  
8 the end of 2013.

9 MS. KATE MCGRANN: And do you remember  
10 why you stopped doing that work?

11 MR. IAN CHADWICK: I believe Mr.  
12 Bonwick made the decision to stop it, that the clients  
13 no long -- no longer wanted it. The -- the news scan  
14 I was doing also was not just about the energy sector,  
15 by the way. It was about the energy and the mining  
16 sector, so it expanded to -- and I believe at the time  
17 he was looking to expand his client base into the  
18 mining sector, therefore providing information to  
19 them.

20 MS. KATE MCGRANN: I have to correct  
21 something that I said in my question to you, which  
22 would then affect your answer.

23 I said you began working for him in  
24 February 2011. I meant February 2012.

25 MR. IAN CHADWICK: 2012.

1 MS. KATE MCGRANN: Does that change  
2 anything --

3 MR. IAN CHADWICK: Yes. That's --

4 MS. KATE MCGRANN: -- that you said?

5 MR. IAN CHADWICK: -- it was February  
6 2012.

7 MS. KATE MCGRANN: If we could turn to  
8 paragraph 23 of Summary Document 1-5.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: Paragraph 23  
13 discusses that on March 2nd, 2013, you sent Mr.  
14 Bonwick an email letting him know that Compenso's  
15 website still had a page listing for you, and you give  
16 him some information about how to remove that page  
17 from the Compenso website.

18 Do you remember doing that?

19 MR. IAN CHADWICK: Yes.

20 MS. KATE MCGRANN: Why did you do  
21 that?

22 MR. IAN CHADWICK: As I recall, the --  
23 my name and, as I mentioned earlier, a couple of other  
24 people's names had been listed on the website as -- as  
25 references and as resource people. During the -- that

1 period, there was a considerable amount of abuse on  
2 local blogs and social media about my and other  
3 people's relationship with Paul Bonwick, and it was  
4 becoming abusive and nasty and -- and Mr. Bonwick had  
5 asked his IT person to take them down, but as I recall  
6 it just removed the link and didn't remove the page,  
7 so the page was still available to anybody who went to  
8 the particular URL, and then I sent him an email  
9 explaining how the -- the technical aspects of  
10 removing the page as opposed to just the link.

11 MS. KATE MCGRANN: And then if we look  
12 down at paragraph 24 and 25, it looks from the records  
13 we've seen that that you continue to provide paid  
14 services to Compenso through to April 25th, 2014.  
15 That appears to be the last invoice you send over.

16 Is that consistent with what you  
17 remember?

18 MR. IAN CHADWICK: Yes, I believe so.

19 MS. KATE MCGRANN: A couple of  
20 questions about items that come up after the  
21 transaction is completed. If we could look at  
22 paragraph 707 in the Foundation Document.

23

24

(BRIEF PAUSE)

25

1 MS. KATE MCGRANN: In 2013, looks like  
2 if -- Council brought KPMG in to do an organization  
3 review.

4 Do you recall that?

5 MR. IAN CHADWICK: Yes, I do.

6 MS. KATE MCGRANN: Mr. Peever of KPMG  
7 gave a presentation. It appears that that  
8 presentation addressed, amongst other things, having  
9 non-staff members work on the Collingwood Executive  
10 Management Team. I understand the Executive  
11 Management Team was a -- a team of people who were  
12 assisting Mr. Houghton in his role as acting CAO.

13 Is that what you understand that team  
14 did?

15 MR. IAN CHADWICK: Yes.

16 MS. KATE MCGRANN: Do you remember Mr.  
17 Peever having comments on the membership of non-staff  
18 people on that team?

19 MR. IAN CHADWICK: Yes, I do.

20 MS. KATE MCGRANN: Do you -- this  
21 paragraph discusses you bringing a motion to have Town  
22 solicitor a legal opinion on the benefits and  
23 liabilities of having non-Collingwood employees work  
24 on the Executive Management Team.

25 Do you remember bringing that motion?

1 MR. IAN CHADWICK: Yes, I do.

2 MS. KATE MCGRANN: Why did you do  
3 that?

4 MR. IAN CHADWICK: I believe I was  
5 just doing due diligence as a member of Council. Mr.  
6 Peever was a consultant but not a lawyer, and his  
7 recommendation was based upon his -- his experience,  
8 but I wanted to have a -- a further understanding of  
9 what the liabilities and/or -- and/or benefits would  
10 be of having these -- the people who are currently on  
11 the Executive Management Team continue to be employed.

12 MS. KATE MCGRANN: Did you --

13 MR. IAN CHADWICK: I shouldn't say  
14 employed. Continued to be used by the Town. I don't  
15 believe they were paid separately from that.

16 MS. KATE MCGRANN: Did you, yourself,  
17 have a view on whether or not it was a good idea to  
18 have non-staff members on the Town Executive  
19 Management Team?

20 MR. IAN CHADWICK: I didn't have a  
21 particularly personal opinion whether it was good or  
22 bad, if that's what you're asking, but I believe that  
23 in order to make a -- a fully informed decision,  
24 Council had to have all the information available and  
25 a legal one (1) was necessary for us to make a

1 balanced and fully informed decision.

2 MS. KATE MCGRANN: And looking ahead  
3 to paragraph 710 of this document, it appears that  
4 KPMG sent around a short survey and asked all  
5 Collingwood councillors to complete the survey. It  
6 appears that you declined to complete the survey.

7 Do you remember that?

8 MR. IAN CHADWICK: Yes, I do.

9 MS. KATE MCGRANN: And why did you  
10 declined to complete the survey?

11 MR. IAN CHADWICK: Because the survey  
12 was inadequate to serve the needs of both Council and  
13 the community, and if you read my email that's  
14 included in that, I went to great lengths to explain  
15 why it didn't provide adequate choices or adequate --  
16 adequate information.

17 Doing surveys is a science. It's not -  
18 - not a hobby. It's not something you can do properly  
19 just casually. The data has to be quantifiable, the  
20 data has to have all -- the questions have to have all  
21 of the appropriate choices.

22 When that survey was put together,  
23 Council was not -- it was not asked what kind of  
24 questions we would like to see, what kind of choices  
25 we would like to have on it. It was just presented to

1 us. And from my experience in -- in -- in dealing  
2 with -- with data, it was inadequate to provide the  
3 kind of information and the kind of information  
4 required for decision-making later on. So I refused  
5 to answer because it just didn't -- didn't provide  
6 what I believe we needed to have.

7 MS. KATE MCGRANN: What harm did you  
8 see in filling out the survey that you identify as  
9 inadequate?

10 MR. IAN CHADWICK: Wrong information,  
11 partial information, or simply inadequate data is not  
12 what Council should have, it's not what staff should  
13 have, it's not what a consultant should have, to make  
14 a recommendation. You have to have the most complete,  
15 most comprehensive, and the most solid data.

16 MS. KATE MCGRANN: The last thing that  
17 I want to ask you questions about is the time line  
18 that you created. You've provided a time line to the  
19 Inquiry. I've taken a look at it. It makes  
20 references to a number of documents.

21 I'd like to understand what it  
22 represents and what steps you took to put it together.  
23 So the first question is, is the time line limited to  
24 your recollection of the events that you were there  
25 and present for or does it contain more information

1 than that?

2 MR. IAN CHADWICK: It contains more  
3 information but it's based upon my recollection and my  
4 interpretation of events.

5 MS. KATE MCGRANN: In addition to your  
6 recollection and interpretation of events, what other  
7 sources of information form the basis for that time  
8 line?

9 MR. IAN CHADWICK: Predominantly they  
10 are publicly available sources. They are news  
11 reports, articles that appeared in a paper or on loc -  
12 - on websites of local media. They're industry  
13 reports, long-term planning. There are -- some of  
14 them were added that were documents that were provided  
15 to this Inquiry.

16 MS. KATE MCGRANN: Over what period of  
17 time did you put this time line together?

18 MR. IAN CHADWICK: Originally I wrote  
19 it probably about two (2) years -- two (2) years ago  
20 and I had cobbled it together over a period of about a  
21 month or two (2), originally as a -- as a blog post to  
22 try to put together everything I remembered about the  
23 -- the process of the sale.

24 MS. KATE MCGRANN: You listed a number  
25 of different sources there. Does the time line



1 include only direct quotes from those sources or does  
2 it also include your interpretation and analysis of  
3 the information set out in it?

4 MR. IAN CHADWICK: I attempted to  
5 differentiate the direct quotes by either a -- a pull-  
6 quote area with a bar or some bullet points to -- that  
7 were taken directly from reports or from documents  
8 that I had received.

9 MS. KATE MCGRANN: As I've looked at  
10 it and based on your description to me, the time line  
11 presents as somewhat of an investigative report.

12 Is that a fair characterization of that  
13 document?

14 MR. IAN CHADWICK: As much of an  
15 investigative report as a one-time reporter might have  
16 done, yes.

17 MS. KATE MCGRANN: Other than the  
18 formatting that you have done to identify pull quotes  
19 or block quotes, is a reader of your time line able to  
20 easily differentiate what information is coming from  
21 your direct recollection and what information is  
22 coming from the source documents and your  
23 interpretation and analysis of the information in  
24 them?

25 MR. IAN CHADWICK: I hope so. There

1 are footnotes on pretty much every page which identify  
2 documents, and when there is a direct quote there's  
3 usually a footnote identifying where the source of  
4 that is from, and the pull-quotes are stylistically  
5 differentiated to make it different. I believe if you  
6 read the introduction, it should note that as well,  
7 but if it doesn't then I apologize.

8 MS. KATE MCGRANN: And so where  
9 there's a piece of information that's footnoted, is it  
10 fair to assume that that information comes from the  
11 source that's footnoted and not from your  
12 recollection?

13 MR. IAN CHADWICK: Yes, that's true.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: Thank you very  
18 much, Mr. Chadwick. Those are my questions.

19 MR. IAN CHADWICK: Thank you.

20 THE HONOURABLE FRANK MARROCCO: Have  
21 you -- have you decided on the order of cross-  
22 examination or do you want a couple of minutes to do  
23 that, if you haven't?

24 MR. WILLIAM MCDOWELL: Why don't we do  
25 that, Chief Justice.

1 --- Upon recessing at 3:50 p.m.

2 --- Upon resuming at 3:54 p.m.

3

4 MR. WILLIAM MCDOWELL: Commissioner,  
5 here's how we propose to proceed. I will begin my  
6 examination. I think it will take the -- if I'm  
7 guessing forty (40) minutes or just under.

8 A number of documents were delivered to  
9 us relating to this witness today and I may have very  
10 few questions in the morning for those.

11 THE HONOURABLE FRANK MARROCCO: So  
12 then we'll take forty (40) minutes of the questioning  
13 today and don't conclude your cross-examination until  
14 tomorrow morning.

15 MR. WILLIAM MCDOWELL: Thank you. And  
16 frankly, I'm not sure how much -- how much longer my  
17 voice would hang in there anyways so.

18 THE HONOURABLE FRANK MARROCCO: All  
19 right.

20 MR. WILLIAM MCDOWELL: I appreciate  
21 it.

22 THE HONOURABLE FRANK MARROCCO: All  
23 right. Well, I'm somewhat flexible. Mr. McDowell, if  
24 it reaches a point where you want to stop, then just  
25 say so.

1 MR. WILLIAM MCDOWELL: Okay.

2

3 CROSS-EXAMINATION BY MR. WILLIAM MCDOWELL:

4 MR. WILLIAM MCDOWELL: So, let me ask  
5 you some questions about something that came up  
6 towards the end of your examination, Mr. Chadwick.

7 As a councillor, you thought that your  
8 conflict-of-interest obligations were spelled out in  
9 the Municipal Conflict of Interest Act?

10 MR. IAN CHADWICK: Yes, that's true.

11 MR. WILLIAM MCDOWELL: Right. And  
12 just for short, I'll call it the MCIA. And they were  
13 limited to that and then the limit was effectively  
14 what your conscience told you in relation to the  
15 legislation.

16 MR. IAN CHADWICK: Yes.

17 MR. WILLIAM MCDOWELL: And you said  
18 something about the public benefit in relation to  
19 discussions about conflict of interest.

20 And my understanding is whether  
21 something to be voted on is or isn't -- to benefit the  
22 public really is nothing to do with the analysis of  
23 conflict of interest. You agree?

24 MR. IAN CHADWICK: No, because under  
25 the Conflict of Interest Act it does give some

1 exceptions as to where -- when you don't have a  
2 conflict of interest and perhaps I confused the way  
3 it's written, but it does say that if you have  
4 interests in common with the electorate, then you  
5 don't have a conflict.

6 MR. WILLIAM MCDOWELL: Right, but I  
7 think that has to do with if, for example, you're  
8 voting on creating an enormous park at the edge of  
9 town and your interest is no different than that of  
10 any other elector, that's always been my understanding  
11 of that idea.

12 MR. IAN CHADWICK: Well, again, sorry,  
13 I -- I can only apologize that my -- my interpretation  
14 may not match yours, but that's what I got from  
15 reading the Act and the Act says very specifically --  
16 uses of this term is in the employment of somebody.  
17 It doesn't say "was," so that was my interpretation.

18 MR. WILLIAM MCDOWELL: Okay, we'll  
19 come back to it. Do we have the text of the Act? It's  
20 one (1) of the documents, I can't remember.

21 MR. RYAN BREEDON: It's ALE50204.

22 MR. WILLIAM MCDOWELL: ALE50204.

23

24 (BRIEF PAUSE)

25

1 MR. WILLIAM MCDOWELL: All right, so  
2 if we can scroll down so there are definitions here  
3 and I remember having an in - indirect pecuniary  
4 interest. And then I guess what you were talking  
5 about is 2B, the member is a partner or a person or is  
6 in the employment of the person that has a pecuniary  
7 interest.

8 MR. IAN CHADWICK: Yes, sir.

9 MR. WILLIAM MCDOWELL: That's in the  
10 present text, right? Present tense rather, sorry.

11 But -- so I just want to understand  
12 where that came from, and that's where you got that  
13 understanding.

14 MR. IAN CHADWICK: Yes, sir.

15 MR. WILLIAM MCDOWELL: Okay.

16 And could we look at the declaration of  
17 office, which is TOC555939.

18

19 (BRIEF PAUSE)

20

21 MR. WILLIAM MCDOWELL: This is the one  
22 (1) from Ms. Cooper. You signed a similar one, I  
23 assume?

24 MR. IAN CHADWICK: Yes.

25 MR. WILLIAM MCDOWELL: All right.

1                   So if we go to the bottom of this  
2 document. Hang on, scroll up. I just wanted to see  
3 what one (1) of these looks like. Keep going up, I  
4 want to see the bottom. There.

5                   So they make the solemn promise and  
6 declaration, conscientiously believing it to be true,  
7 and knowing that it is of the same force and effect as  
8 if made under oath.

9                   You see that?

10                  MR. IAN CHADWICK: Yes, sir.

11                  MR. WILLIAM MCDOWELL: Right. So  
12 these are obligations that you have to take seriously,  
13 I take it?

14                  MR. IAN CHADWICK: Yes, sir.

15                  MR. WILLIAM MCDOWELL: They create  
16 legal obligations?

17                  MR. IAN CHADWICK: Yes, sir.

18                  MR. WILLIAM MCDOWELL: Okay. And one  
19 (1) of those, you don't have to go through this, but  
20 one (1) of those is to deal with matters impartially,  
21 I take it.

22                  MR. IAN CHADWICK: It -- it may be.  
23 It's been a long time since I signed one (1) so I  
24 can't tell you the --

25                  THE HONOURABLE FRANK MARROCCO: Well,

1 just scroll up a bit so that we can find it.

2

3 CONTINUED BY MR. WILLIAM MCDOWELL:

4 MR. WILLIAM MCDOWELL: So the first  
5 one, I will truly, faithfully, and impartially  
6 exercise this office.

7 That's one (1) of them.

8 MR. IAN CHADWICK: Yes.

9 MR. WILLIAM MCDOWELL: And then there  
10 is the disclosure of particular interest, which says  
11 in accordance with the Municipal Conflict of Interest  
12 Act. You see that?

13 MR. IAN CHADWICK: Yes.

14 MR. WILLIAM MCDOWELL: All right.

15 And I wanted to show you another  
16 document, and I -- it's probably one (1) that you  
17 haven't seen, but this is TOC 555940.

18 So just for some background, this was  
19 another municipal inquiry, inquiry into the Municipal  
20 Act.

21 MR. IAN CHADWICK: M-hmm.

22 MR. WILLIAM MCDOWELL: By actually the  
23 predecessor of Associate Chief Justice Marrocco,  
24 Associate Chief Justice Cunningham.

25 And just to speed this up, if we go



1 right to page 10, and then scroll up a little bit so  
2 you get the whole quote, go to page 9, sorry.

3                   So he's -- he's talking about an old  
4 case there. And he's talking about Members of Council  
5 and their obligations. He says optics are important.  
6 Have you ever understood that to be the case, optics  
7 being important?

8                   MR. IAN CHADWICK:    Sorry, if you could  
9 speak a little bit louder, sir.

10                  MR. WILLIAM MCDOWELL:   Optics are  
11 important?

12                  MR. IAN CHADWICK:    Yes, sir.

13                  MR. WILLIAM MCDOWELL:   You agree with  
14 that?

15                  MR. IAN CHADWICK:    Yes, sir.

16                  MR. WILLIAM MCDOWELL:   All right.

17                                   And then he says in the middle of the  
18 paragraph there:

19                                   "Suffice it to say that members of  
20 Council and staff are not to use  
21 their office to promote private  
22 interests, whether their own, or  
23 those of relatives or friends."

24                                   You see that?

25                  MR. IAN CHADWICK:    Yes, I do.

1 MR. WILLIAM MCDOWELL: And do you  
2 agree with that as a legal obligation?

3 MR. IAN CHADWICK: Yes, sir.

4 MR. WILLIAM MCDOWELL: And then he  
5 carries on: "That is not only the common law, but the  
6 common sense standard by which the conduct of  
7 municipal representatives ought to be judged."

8 So I take it you -- you -- this is the  
9 first time you've ever seen this decision?

10 MR. IAN CHADWICK: Yes, I have,  
11 haven't seen it before.

12 MR. WILLIAM MCDOWELL: All right.

13 But that, just so you know where I'm  
14 going with some of this, at the end of this inquiry on  
15 behalf of the Town we're going to say that the law is  
16 not just what's in the NCIA, it's also what's in the  
17 common law, the -- the law that judges create.

18 Do you understand that -- that notion?

19 MR. IAN CHADWICK: Yes, sir. I can't  
20 -- I can't presuppose what's going to be in the  
21 decision at the end, but I --

22 MR. WILLIAM MCDOWELL: Me neither.

23 MR. IAN CHADWICK: But I do understand  
24 and I -- I trust that the examination of how Council  
25 members have access to information and advice about

1 the Municipal Conflict of Interest Act might be  
2 improved.

3 MR. WILLIAM MCDOWELL: Right. I think  
4 that that's going to be common ground between us.

5 And then if we go down to the following  
6 page, so page 10, Mr. Cunningham said it must always  
7 be an objective test what should a reasonable person  
8 have done in similar circumstances. And then in a  
9 final note, he points out that the mayor in that  
10 instance agreed faithfully and impartially exercised  
11 this office. She did not simply say she would abide  
12 by the Municipal Conflict of Interest Act.

13 Do you see that?

14 MR. IAN CHADWICK: Yes, sir, I see it.

15 MR. WILLIAM MCDOWELL: So, correct me  
16 if I'm wrong, but -- but this notion, the -- the ideas  
17 set out in this decision, these weren't things in  
18 which you were briefed as a member of Council when you  
19 took office?

20 MR. IAN CHADWICK: Not this particular  
21 text over this decision, no.

22 MR. WILLIAM MCDOWELL: Okay. Then the  
23 code of conduct, in the interests of time I won't take  
24 you through, but did you consider that the code of  
25 conduct created legal obligations for you?

1 MR. IAN CHADWICK: Yes, sir.

2 MR. WILLIAM MCDOWELL: And in your  
3 evidence you seem to say well, whatever the code of  
4 conduct says, you know, what I'm governed by is the  
5 Act.

6 But I want to be fair to you, do you --  
7 do you think that they each create a legal obligation?

8 MR. IAN CHADWICK: The -- the code of  
9 conduct cannot supersede the Act, if the Act says one  
10 (1) thing and the code of conduct has any grey area in  
11 it that is -- that might contravene or -- my  
12 perspective of course -- might contravene that Act or  
13 might give you some leeway, I believe you have to go  
14 back to the Act.

15 And -- and in all fairness, I did  
16 consider this and I did read the Act and I did think  
17 long and hard about it, but believed I was not in a  
18 position of conflict. I had no personal gain, I was  
19 not employed by anybody --

20 MR. WILLIAM MCDOWELL: We'll -- we'll  
21 get to that. We'll get to that.

22 But you agree with me that the code of  
23 conduct can create additional obligations beyond those  
24 in the Act?

25 MR. IAN CHADWICK: It -- it creates a

1 moral and ethical obligation, yes.

2 MR. WILLIAM MCDOWELL: But not a legal  
3 obligation?

4 MR. IAN CHADWICK: I'm not a lawyer, I  
5 have a hard time answering that.

6 MR. WILLIAM MCDOWELL: Okay, well I  
7 am, I think the answer is yes, but -- but you're the  
8 witness, so -- so we'll carrying on from that.

9 So to move on quickly through a number  
10 of these things, because my friend who is the  
11 commission counsel covered this -- a lot of this very  
12 carefully, but I wanted to move to CJI580. Let's just  
13 move down the chain here. So hang on. Whoops, there  
14 we go.

15 How did your meeting with PowerStream  
16 go? So this is at the end of January. Are they  
17 interested in further work?

18 And then scrolling up again we have Mr.  
19 Bonwick's response.

20 They want me to present a six-month  
21 plan, including monitoring from provincial government.  
22 To be clear about this, the "they" in both of those e-  
23 mails is PowerStream?

24 MR. IAN CHADWICK: I believe so, yes.

25 MR. WILLIAM MCDOWELL: And you're

1 asking whether PowerStream is interested in other work  
2 from you. This is in January.

3 MR. IAN CHADWICK: End of January,  
4 yes.

5 MR. WILLIAM MCDOWELL: Okay, and this  
6 is what, four or five days after the -- after the  
7 vote, is that correct?

8 MR. IAN CHADWICK: That's correct.

9 MR. WILLIAM MCDOWELL: And Mr. Bonwick  
10 seems to suggest please keep going until we chat.

11 He -- he seems to think you've been  
12 doing work throughout this period.

13 MR. IAN CHADWICK: I can't speak for  
14 Mr. Bonwick --

15 MR. WILLIAM MCDOWELL: No, of course.

16 MR. IAN CHADWICK: -- but I certainly  
17 sent him a final invoice and he gave me a final cheque  
18 for it, so.

19 MR. WILLIAM MCDOWELL: All right.

20 So just to put this in perspective, you  
21 thought that at the December 5th Council meeting you  
22 had a conflict of interest because at that point you  
23 did have a particular interest because you were doing  
24 work for one (1) of the proponents, namely  
25 PowerStream, correct?

1 MR. IAN CHADWICK: one (1) of the  
2 potential proponents. I -- I had no information that  
3 -- to that point that PowerStream was involved, but  
4 the potential that they could have been was why I  
5 declared a conflict.

6 MR. WILLIAM MCDOWELL: Okay. On that  
7 footing alone, that -- that because -- you know, you  
8 put it that you thought it might be likely that they  
9 would be a proponent?

10 MR. IAN CHADWICK: I had no idea if  
11 they were -- that it was -- 'likely' would be your  
12 words, not mine. The potential that they could be was  
13 there.

14 MR. WILLIAM MCDOWELL: Right. And you  
15 were monitoring the energy sector all the way through  
16 this, I take it?

17 MR. IAN CHADWICK: Yes.

18 MR. WILLIAM MCDOWELL: And PowerStream  
19 if the provider utility in the neighbouring  
20 municipality of Barrie, I take it?

21 MR. IAN CHADWICK: Barrie, Vaughan, I  
22 believe, Richmond Hill. At that point, they were an  
23 amalgamation of three (3) municipalities, three (3)  
24 municipal utilities, I believe.

25 MR. WILLIAM MCDOWELL: Right. But if

1 there -- if Barrie is one (1) of them that suggests  
2 that if, you know, Collingwood is putting its utility  
3 up for sale, that, you know, somebody reading the  
4 clippings might think that they'd be a likely bidder?

5 MR. IAN CHADWICK: The -- if I may.

6 MR. WILLIAM MCDOWELL: Sure.

7 MR. IAN CHADWICK: When I was doing  
8 this, I had no idea who would be a bidder. But I did  
9 realize during the process a lot more about the  
10 industry, that there were -- that there were several  
11 larger players in the industry who were much more  
12 likely to be than some of the smaller utilities.

13 For example, it was unlikely that say a  
14 small utility that had four thousand (4,000) clients  
15 would be bidding on it, whereas much more likely that  
16 somebody like Hydro One --

17 MR. WILLIAM MCDOWELL: Right.

18 MR. IAN CHADWICK: -- would be bidding  
19 on it. So to -- to take myself out of the -- out of  
20 the picture so I didn't have any conflict in the  
21 decision-making process, I declared a conflict.

22 MR. WILLIAM MCDOWELL: All right. So  
23 you declared a conflict. And we can agree that once  
24 you resumed doing work for PowerStream, that would be  
25 in February I take it --



1 OBJ MS. BELINDA BAIN: I'm sorry, Your  
2 Honour, just I do object to the phraseology that Mr.  
3 Chadwick was going to work for PowerStream. I think  
4 his evidence has been that he was doing work for  
5 Compenso.

6

7 CONTINUED BY MR. WILLIAM MCDOWELL:

8 MR. WILLIAM MCDOWELL: Well, you were  
9 doing work for Compenso which was providing it for  
10 PowerStream?

11 MR. IAN CHADWICK: And for other  
12 clients, yes, sir.

13 MR. WILLIAM MCDOWELL: Right, but one  
14 (1) of them was PowerStream?

15 MR. IAN CHADWICK: As far as I  
16 understand, yes, --

17 MR. WILLIAM MCDOWELL: So in that  
18 sense, you were doing work for PowerStream?

19 MR. IAN CHADWICK: I was doing work  
20 for Compenso.

21 MR. WILLIAM MCDOWELL: Right, which  
22 was being furnished to PowerStream?

23 MR. IAN CHADWICK: As I understand,  
24 yes.

25 MR. WILLIAM MCDOWELL: And being paid

1 for by PowerStream on occasion?

2 MR. IAN CHADWICK: I was not paid by  
3 PowerStream for anything.

4 MR. WILLIAM MCDOWELL: No. But do you  
5 know whether Mr. Bonwick was being paid by  
6 PowerStream?

7 MR. IAN CHADWICK: I found from the  
8 Foundation Documents. But aside from the fact that I  
9 knew he was working for them, I would assume he's not  
10 working for free, so he would be paid, but the -- the  
11 nature and the discussion and the amounts he was being  
12 paid were not known to me.

13 MR. WILLIAM MCDOWELL: Right. And the  
14 -- no, I think that's fair. But -- but the idea that  
15 your work was also being paid for for PowerStream,  
16 having looked at the Foundation Document, I -- I take  
17 it from your previous answer that you thought -- you  
18 think now that that's the case?

19 MR. IAN CHADWICK: Sorry, I'm -- I'm a  
20 little confused.

21 MR. WILLIAM MCDOWELL: You now -- you  
22 now think that PowerStream is paying for your work?

23 MR. IAN CHADWICK: No. Mr. Bonwick  
24 was paying for my work and I invoiced him.

25 MR. WILLIAM MCDOWELL: Well --

1 MR. IAN CHADWICK: I invoiced him  
2 directly. I didn't -- regardless of what PowerStream  
3 was paying Mr. Bonwick, he was paying me.

4 MR. WILLIAM MCDOWELL: Your work  
5 product, to your knowledge, was being used by  
6 PowerStream though?

7 MR. IAN CHADWICK: Yeah, it was being  
8 -- I read by PowerStream. How it was being used, I  
9 have no idea.

10 MR. WILLIAM MCDOWELL: All right.

11 MR. IAN CHADWICK: And I don't know  
12 who it went to or -- or how it was being used or even  
13 if it ended up in the -- in the delete bin in -- in  
14 their email.

15 MR. WILLIAM MCDOWELL: Right. Well,  
16 Mr. Bonwick kept paying you for it?

17 MR. IAN CHADWICK: He did.

18 MR. WILLIAM MCDOWELL: So --

19 MR. IAN CHADWICK: As long as I  
20 invoiced him, yes.

21 MR. MICHAEL WATSON: Had value to  
22 somebody, I take it. Now, when the Council meeting  
23 comes up in January there is work which you have done  
24 for Mr. Bonwick which is unpaid, right?

25 MR. IAN CHADWICK: Yeah. I hadn't

1 picked up the cheque. He may have written the cheque  
2 much earlier. I just didn't get around --

3 MR. WILLIAM MCDOWELL: Oh, that's all  
4 right.

5 MR. IAN CHADWICK: -- to picking it  
6 up.

7 MR. WILLIAM MCDOWELL: But, I mean,  
8 the -- the point is that some of that work was being  
9 done for PowerStream. You knew that by then, right?

10 MR. IAN CHADWICK: I think you're  
11 asking the same question, sir. I -- all the work I  
12 was doing was for Compenso. What -- what he did with  
13 it and how it was used by anybody else I do not have  
14 any knowledge of.

15 MR. WILLIAM MCDOWELL: Once you knew  
16 that PowerStream was a bidder --

17 MR. IAN CHADWICK: Yes.

18 MR. WILLIAM MCDOWELL: -- right, if in  
19 the month of January you were still doing work for  
20 PowerStream -- or for Compenso, you would have  
21 declared a conflict of interest?

22 MR. IAN CHADWICK: Yes, I would have.

23 MR. WILLIAM MCDOWELL: Right. So the  
24 situation is you had done work in December, before  
25 then, but leading up to December. And on that

1 footing, you had declared a conflict because  
2 PowerStream might be a bidder, right?

3 MR. IAN CHADWICK: Because there was a  
4 potential that they could be involved in the bid, yes.

5 MR. WILLIAM MCDOWELL: By January, we  
6 know -- by the Council meeting, we know, obviously,  
7 they are a bidder?

8 MR. IAN CHADWICK: Yes.

9 MR. WILLIAM MCDOWELL: You haven't  
10 been paid for the prior work, correct?

11 MR. IAN CHADWICK: That's correct, I  
12 had not -- well, I -- I had not picked up the cheque  
13 or cashed it.

14 MR. WILLIAM MCDOWELL: All right. And  
15 this --

16 MR. IAN CHADWICK: Whether it being  
17 paid, I can't tell you.

18 MR. WILLIAM MCDOWELL: All right. The  
19 December 20 -- sorry, the January 28th email you're  
20 looking for other work --

21 MR. IAN CHADWICK: Yes, sir.

22 MR. WILLIAM MCDOWELL: -- from  
23 PowerStream?

24 MR. IAN CHADWICK: I was aware --  
25 quite aware at the time that -- that PowerStream had -

1 - had been a bidder. And it doesn't take -- it  
2 doesn't take a lot to put --

3 MR. WILLIAM MCDOWELL: But that's not  
4 my question. My question is, you were looking for  
5 work?

6 MR. IAN CHADWICK: I was asking if  
7 PowerStream had more work. I knew that -- Mr. Bonwick  
8 was very clear --

9 MR. WILLIAM MCDOWELL: Hang on. Just  
10 --

11 MR. IAN CHADWICK: -- at very  
12 beginning.

13 MR. WILLIAM MCDOWELL: Let me just --  
14 well, stop interrupting me when I'm interrupting you.  
15

16 CONTINUED BY MR. WILLIAM MCDOWELL:

17 MR. WILLIAM MCDOWELL: But in this  
18 chain of emails, let's scroll down to your question.  
19 Your question is, Are they interested -- interested in  
20 further work.

21 MR. IAN CHADWICK: Yes.

22 MR. WILLIAM MCDOWELL: Is PowerStream  
23 interested in giving me, Ian Chadwick, further work?

24 MR. IAN CHADWICK: No, sir, I'm asking  
25 Mr. Bonwick if Com -- if -- if PowerStream is going to

1 give -- get him to give me more work.

2 MR. WILLIAM MCDOWELL: Right. But in  
3 any event, the originator of the work is going to be  
4 PowerStream?

5 MR. IAN CHADWICK: No. I'm the  
6 originator of the work. They're only the recipient.

7 MR. WILLIAM MCDOWELL: Well, sorry,  
8 the commissioner of the work is going to be  
9 PowerStream?

10 MR. IAN CHADWICK: From my perspective  
11 --

12 MR. WILLIAM MCDOWELL: The person  
13 requesting the work is going to be PowerStream?

14 MR. IAN CHADWICK: From my  
15 perspective, the com -- the commission of the work is  
16 Compenso. And how he gets paid and who commissions it  
17 from him was not my business.

18 MR. WILLIAM MCDOWELL: Right. But what  
19 was your business was you wanted to see whether  
20 PowerStream was interested in more work that you would  
21 do?

22 MR. IAN CHADWICK: Yes.

23 MR. WILLIAM MCDOWELL: Right. So what  
24 I understand then is that there is a window of time in  
25 which you don't have a conflict of interest but you

1 did have in December and you would have had in  
2 relation to any Council decision in February or going  
3 forward. Is that fair?

4 MR. IAN CHADWICK: If -- if I had been  
5 working for him? Yes.

6 MR. WILLIAM MCDOWELL: But -- and  
7 again, I appreciate you're not a lawyer. But thinking  
8 about it, if you are owed money and you are desirous  
9 of getting further work from PowerStream, is that not  
10 a kind of pecuniary interest?

11 MR. IAN CHADWICK: As you say, I'm not  
12 a lawyer, so I --

13 MR. WILLIAM MCDOWELL: Oh, you've said  
14 it a bunch of times.

15 MR. IAN CHADWICK: When I considered  
16 the choices and what was going on, I had no knowledge  
17 and no evidence that I would be getting further work.  
18 Of course, I'm asking for work because I need income.  
19 I have this curiously old-fashioned belief that I  
20 should work for a living and pay my way through --  
21 through the world, so.

22 And there's not a lot of employers for  
23 my skill set in the Town of Collingwood, so, yes, I'm  
24 looking for work. But I had no knowledge there was  
25 any coming up when I made that decision. And when I -



1 - when I did have an evidence of -- of work I declared  
2 a conflict.

3 MR. WILLIAM MCDOWELL: All right.

4

5 (BRIEF PAUSE)

6

7 MR. WILLIAM MCDOWELL: And again, with  
8 -- and having in mind that optics are important, it  
9 does seem unfortunate that at a time when you're  
10 looking to get paid by Mr. Bonwick for work that was  
11 commissioned by PowerStream Mr. Bonwick is sending you  
12 talking points to be used in the Council meeting?

13 MR. IAN CHADWICK: Excuse me, that's  
14 incorrect. Mr. Bonwick did not send me talking  
15 points. The email says that he thought I should talk  
16 about the industry trends in general, and I didn't  
17 respond to it and it didn't give me any details.

18 And when I did make my comment, I spoke  
19 in generic terms, in very general terms, about the  
20 industry trend and why I thought it was a good  
21 decision that Council had been making and going  
22 forward with.

23 MR. WILLIAM MCDOWELL: I understand  
24 that. But at some distance, some years later, that  
25 does seem to be a bit unfortunate, doesn't it, that

1 Mr. Bonwick --

2 MR. IAN CHADWICK: Well --

3 MR. WILLIAM MCDOWELL: -- is sending  
4 you things that he suggests that you should say on  
5 behalf of his client seeking approval from Council?

6 MR. IAN CHADWICK: Mr. Bonwick did not  
7 say anything about his clients whatsoever. He just  
8 spoke about the industry trends and going forward  
9 because, as he knew it and as -- as I knew, having  
10 spent four (4) months doing a news scan of that, I was  
11 probably better equipped than anybody else at that  
12 table to talk about industry trends or -- or the  
13 political pressures.

14 MR. WILLIAM MCDOWELL: Well, come on.  
15 Are you telling His Honour here that the reason Mr.  
16 Bonwick sent you that was just a free floating  
17 thought? It wasn't connected to the brief he had for  
18 PowerStream? Is that your evidence?

19 MR. IAN CHADWICK: I cannot speak for  
20 Mr. Bonwick. I can only speak for myself. And the  
21 comments I made were not about any particular company,  
22 they were about the process and about the industry in  
23 general.

24 MR. WILLIAM MCDOWELL: And at the time  
25 that you --

1

2

(BRIEF PAUSE)

3

4 CONTINUED BY MR. WILLIAM MCDOWELL:

5

MR. WILLIAM MCDOWELL: But at the time  
6 -- one (1) more question about this. At the time that  
7 you read his email, did you not think that his email  
8 was being sent to you in his role as an advocate for  
9 PowerStream?

10

MR. IAN CHADWICK: Oh, very -- very  
11 likely, but that was -- that was his job. It doesn't  
12 mean it's necessarily going to change my view or  
13 change my -- my vote.

14

MR. WILLIAM MCDOWELL: No, I  
15 appreciate that.

16

MR. IAN CHADWICK: I made the decision  
17 that I wasn't in conflict without any consultation  
18 with -- with Mr. Bonwick and with anybody else.

19

20

(BRIEF PAUSE)

21

22

MR. WILLIAM MCDOWELL: Commissioner,  
23 given those answers, frankly, given the state of my  
24 voice, I would propose to conclude there. And, as I  
25 say, I may have a very few questions in the morning.

1 THE HONOURABLE FRANK MARROCCO: That's  
2 -- that's fine. Let's just recap about tomorrow  
3 morning. We're going to start at nine o'clock. And  
4 we're going to finish at -- at 1:00. When we come  
5 back at nine o'clock, Mr. Lloyd is going to be back in  
6 the box, and then Mr. Chadwick --

7 MR. WILLIAM MCDOWELL: All right.

8 THE HONOURABLE FRANK MARROCCO: -- so  
9 everybody's clear what the drill is --

10 MR. WILLIAM MCDOWELL: Thanks. I  
11 appreciate it.

12 THE HONOURABLE FRANK MARROCCO: --  
13 tomorrow. Tomorrow nine o'clock.

14 MR. WILLIAM MCDOWELL: Do you want to  
15 give the witness the caution about his evidence just--

16 THE HONOURABLE FRANK MARROCCO: Well,  
17 just, Mr. Chadwick, you're still being cross-examined.  
18 You should not discuss with anyone the evidence that  
19 you've given. It could lead to a misunderstanding  
20 about your credibility.

21 MR. IAN CHADWICK: Thank you.

22

23 (WITNESS RETIRES)

24

25 --- Upon adjourning at 4:20 p.m.

1

2 Certified Correct,

3

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5 \_\_\_\_\_

6 Wendy Woodworth, Ms.

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