



**“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 27th, 2019

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APPEARANCES

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 ) Counsel  
Michael Watson ) Alectra Utilities  
Belinda Bain ) Corporation  
(No Counsel) ) For Paul Bonwick  
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(No Counsel) (np) ) For Timothy Fryer  
Frederick Chenoweth ) For Edwin Houghton  
William McDowell (np) ) For Town of Collingwood  
Ryan Breedon )  
Patrick Gajos (np) ) For Collus PowerStream  
 ) Corporation  
Luisa Ritacca ) Leo Longo

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

2

3 THE HONOURABLE FRANK MARROCCO: The --  
4 the Town needs the Council chamber tonight, so we will  
5 have to stop at -- at quarter to 4:00. We may sit a  
6 little later as the week goes on to try to get through  
7 -- make sure we get through all the witnesses. If we  
8 should get through all the witnesses early, then we'll  
9 stop. Now everybody knows. Go ahead.

10 MR. JOHN MATHER: The next witness is  
11 Leo Longo.

12

13 LEO LONGO, Sworn

14

15 EXAMINATION-IN-CHIEF BY MR. JOHN MATHER:

16 MR. JOHN MATHER: Mr. Longo, good  
17 morning.

18 MR. LEO LONGO: Good morning.

19 MR. JOHN MATHER: You're a partner at  
20 Aird & Berlis. Is that correct?

21 MR. LEO LONGO: Yes.

22 MR. JOHN MATHER: Can you provide a  
23 brief overview of your professional experience?

24 MR. LEO LONGO: I was called to the  
25 bar in 1979. Basically from my call, I specialized in

1 municipal and land use planning and development law,  
2 representing both public clients and private clients.  
3 I have been the past chair of the Canadian Bar  
4 Association's municipal law section, past chair of the  
5 Ontario Bar Association's municipal law section. I am  
6 the recipient of the OBA award of municipal excellence  
7 in municipal law, and I'm certified by the Law Society  
8 as a specialist in municipal law and land use planning  
9 and development.

10 MR. JOHN MATHER: Do you have any  
11 other areas of expertise in law outside of municipal  
12 law and land use planning?

13 MR. LEO LONGO: No. I found that's  
14 been enough for me.

15 MR. JOHN MATHER: Fair enough. Prior  
16 to the PowerStream Transaction, did you have any  
17 professional experience providing legal services to  
18 local distribution companies?

19 MR. LEO LONGO: No.

20 MR. JOHN MATHER: Did you have any  
21 prior -- do you have any experience in mergers and  
22 acquisitions?

23 MR. LEO LONGO: No.

24 THE HONOURABLE FRANK MARROCCO: But I  
25 think Mr. Longo indicated that his area is municipal

1 law. That's what he's a specialist in, and I'm going  
2 to assume he hasn't had any experience in the other  
3 areas, unless he tells me something different.

4 MR. JOHN MATHER: Those were the only  
5 two (2) specific questions. I won't ask about family  
6 or criminal at this point, so.

7

8 CONTINUED BY MR. JOHN MATHER:

9 MR. JOHN MATHER: So during the  
10 questioning today, at no point am I intending to  
11 elicit privileged information. So if a question I  
12 asks you -- I ask you causes you concern that it may  
13 lead to providing privileged information, please let  
14 me know.

15 MR. LEO LONGO: Sure.

16 MR. JOHN MATHER: When did you begin  
17 working for the Town of Collingwood?

18 MR. LEO LONGO: 2003. The firm had  
19 been a -- Collingwood had been a client of the firm  
20 since 1998.

21 MR. JOHN MATHER: And what was your  
22 role with the Town of Collingwood?

23 MR. LEO LONGO: I started to represent  
24 them on an as-needed basis when they would call and  
25 indicate the -- the type of work that they required

1 undertaken on their behalf.

2                   It first started out with land use  
3 planning, dealing with OMB hearings, and things of  
4 that nature, but I also did general municipal law for  
5 them. I would attend, on occasion, Council meetings,  
6 and provide them with advice on another corporate  
7 matters, municipal law matters.

8                   MR. LEO LONGO: I understand "as-  
9 needed basis" from your answer means that when the  
10 Town had a question, they could call you and you would  
11 provide information and advice?

12                   MR. LEO LONGO: That's right. I -- I  
13 was the point person for -- for the client, and I have  
14 other colleagues in our -- in our municipal group.

15                   Your Honour, we had -- right now we  
16 have about nineteen (19) lawyers who practice  
17 exclusively in municipal law today. Back then, it was  
18 at least twelve (12), and so I would have other  
19 partners who I could refer matters to if I couldn't  
20 deal with the matter.

21                   MR. JOHN MATHER: In this role, your -  
22 - your title, for lack of a better term, was Town  
23 solicitor. Is that correct?

24                   MR. LEO LONGO: That's the title that  
25 the Town felt comfortable giving me, yes.



1                   MR. JOHN MATHER:   Where there ever any  
2 instances where you provided services or advice that  
3 wasn't at the request of someone at the Town?

4                   MR. LEO LONGO:    No.

5                   MR. JOHN MATHER:   Okay.  And -- and to  
6 put it another way, is there any areas where you would  
7 provide services at your own initiative, because you  
8 identified something that may need addressing?

9                   MR. LEO LONGO:    It -- it -- the  
10 situation never arose.

11                  MR. JOHN MATHER:   Did you understand  
12 that that could fall within your mandate, that if you  
13 identified an issue that needed advice or addressing,  
14 that you could -- you could take on that work or  
15 initiate that work without a request?

16                  MR. LEO LONGO:    I would certainly -- I  
17 wouldn't take on any work without being instructed to  
18 do so by a client, but certainly as part of a value-  
19 added service that we provide our clients, if we see  
20 something that requires attention, we will raise it  
21 with the client and see what interests they have been  
22 pursuing it.

23                  MR. JOHN MATHER:   During the 2010 and  
24 2014 Council term, who did you take instructions from  
25 at the Town?

1 MR. LEO LONGO: There were three (3)  
2 individuals. With all the planning matters, I worked  
3 on, it would have been the director of planning for  
4 the corporate matter -- municipal corporate matters.  
5 It would be usually the clerk, and on occasion, the  
6 CAO.

7 MR. JOHN MATHER: Did you ever take  
8 instructions from the Mayor or any of the Council  
9 members?

10 MR. LEO LONGO: That was not the usual  
11 way of proceeding.

12 MR. JOHN MATHER: And I appreciate  
13 that's not the usual way, but would you take  
14 instructions from them if they gave you instructions?

15 MR. LEO LONGO: Yes, I would and I --  
16 of course, I would let the corporate staff know, CAO  
17 and clerk that I was doing that.

18 MR. JOHN MATHER: Prior to the  
19 Transaction involving PowerStream, did you ever take  
20 instructions or directions from Ed Houghton?

21 MR. LEO LONGO: No.

22 MR. JOHN MATHER: What was your  
23 relationship with Mr. Houghton prior to the  
24 Transaction?

25 MR. LEO LONGO: I knew him as the

1 executive director of public works. When I would  
2 attend on Council meetings, I would be sitting at that  
3 end of the -- the dias, and Mr. Houghton would be  
4 sitting on the far end.

5 MR. JOHN MATHER: Did you understand  
6 him -- again, prior to the Transaction, do you  
7 understand that he had roles with the Collus  
8 companies?

9 MR. LEO LONGO: If I did, it was very  
10 vague, because I didn't really know Collus at all.

11 MR. JOHN MATHER: Your work as Town  
12 solicitor, was that done pursuant to a retainer  
13 engagement letter with the Town?

14 MR. LEO LONGO: Yes, I believe we had  
15 a -- well, as I say, we started in 1998 with my  
16 partner Jane Pepino being the lawyer who took the  
17 initial retainer with the Town, and then over the  
18 years, we just kept opening up new files as they  
19 arose.

20 I do believe we -- we may have had a  
21 retainer in 2006 to move forward on that. I can't  
22 recall if that was renewed in 2010 or not.

23 MR. JOHN MATHER: Yeah. And prior to  
24 the Transaction with PowerStream, were the Collus  
25 companies, to your knowledge, clients of Aird &

1 Berlis?

2 MR. LEO LONGO: They -- they were.  
3 They -- we apparently acted for the Public Utilities  
4 Commission of Collingwood, again in the late '90s, and  
5 I believe in 2007 was the first time that the firm was  
6 retained by Collus.

7 MR. JOHN MATHER: Were you involved in  
8 2007 when your firm was retained by Collus?

9 MR. LEO LONGO: I was not. The file  
10 was opened by one (1) of my -- by one (1) of my  
11 partners and, it dealt I believe with a labour matter.

12 MR. JOHN MATHER: Were you made aware  
13 in 2007 that Collus was a client of the firm?

14 MR. LEO LONGO: Our practice at the  
15 firm is to ensure that all new files are circulated  
16 every -- every day we get a list of new files, so I  
17 would have seen that Collus was a client on an  
18 employment matter.

19 MR. JOHN MATHER: And I appreciate  
20 that that's what the practice of your firm is, but do  
21 you have a specific recollection of being aware of  
22 that at the time.

23 MR. LEO LONGO: No.

24 MR. JOHN MATHER: Prior to the  
25 transaction, did you provide any advice or services to

1 the Collus companies?

2 MR. LEO LONGO: Never.

3 MR. JOHN MATHER: Do you recall ever  
4 being asked to provide advice or services relating to  
5 the Collus companies?

6 MR. LEO LONGO: I do not recall.

7 MR. JOHN MATHER: Prior to the  
8 transaction and your work as Town solicitor, was there  
9 any instance where your advice or your services  
10 related to the Collus companies?

11 MR. LEO LONGO: Never provided any  
12 advice respecting Collus.

13 MR. JOHN MATHER: If we could pull up  
14 CJI9080.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So this is a  
19 presentation with Aird & Berlis, a slide deck with  
20 your name on it.

21 Do you recognize this presentation?

22 MR. LEO LONGO: I do.

23 MR. JOHN MATHER: What is the  
24 presentation?

25 MR. LEO LONGO: This presentation

1 dealt with an orientation initiative with the new  
2 Council that Mr. Mascarin and I did for several of our  
3 municipal clients. With the beginning of every new  
4 term, we would be invited by the clerk or CAO to  
5 provide orientations to the new Council on various  
6 topics, and one (1) of them was the Conflict of  
7 Interest Act and I gave that presentation.

8 MR. JOHN MATHER: And had -- I take it  
9 from your answer you'd given this presentation to the  
10 prior Council that came in in --

11 MR. LEO LONGO: I believe we did.

12 MR. JOHN MATHER: -- 2000 --

13 THE HONOURABLE FRANK MARROCCO: Just  
14 before you -- did I understand you correctly, Mr.  
15 Longo, that you were asked to give a presentation on  
16 the Municipal Conflict of Interest Act?

17 MR. LEO LONGO: Yes. We -- we -- the  
18 CAO or clerk would set out for us -- discuss with us  
19 what topics they would like covered off, and this one  
20 is always one (1) that every Council I've ever spoken  
21 of has been interested in.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: So I understand from  
25 that answer that the CAO or clerk would ask -- you

1 know, provide you with a list of topics.

2 Did you ever suggest -- or maybe put it  
3 this way: in 2000 and -- for the 2010 Council, did you  
4 ever suggest any topics that should be included in the  
5 orientation presentation?

6 MR. LEO LONGO: I can't recall.

7 MR. JOHN MATHER: So if we could go to  
8 Slide 7 of this presentation.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: Sorry, Slide 8. So  
13 slide -- this slide in the presentation -- scroll up a  
14 bit so we can see the title -- speaks to deemed  
15 interest with respect to the Municipal Conflict of  
16 Interest Act.

17 What is a deemed interest?

18 MR. LEO LONGO: A deemed interest is  
19 one that is deemed to be that of the member, even  
20 though it belongs to someone else, and the Conflict of  
21 Interest Act says that under certain circumstances,  
22 the interest of certain individuals, either direct or  
23 indirect, of a pecuniary interest of theirs, becomes  
24 the deemed pecuniary interest of the Council member.

25 MR. JOHN MATHER: So as I understand

1 it then, if someone who is identified as a person -- I  
2 guess the -- let me put it this way. This list  
3 includes spouse, child, and parent.

4 So as I understand it, the Municipal  
5 Act deems that their pecuniary interests are  
6 effectively the pecuniary interest of the Council  
7 member?

8 MR. LEO LONGO: The Municipal Conflict  
9 of Interest Act makes that deeming, yes.

10 MR. JOHN MATHER: Okay. So we see in  
11 this slide there's a note at the bottom that says  
12 "NOTE" in all caps, and then "Siblings not mentioned!"

13 Why did you emphasize this in your  
14 presentation?

15 MR. LEO LONGO: Your Honour, I thought  
16 -- I've been involved with the Conflict of Interest  
17 Act for -- for many years. I actually served on a  
18 provincial consultation committee in the early '90s  
19 where the province appointed a group of individuals to  
20 travel across the province to hear from the public and  
21 Council members on conflict of interest legislation in  
22 the goal of finding out what -- how it could be  
23 improved.

24 And the consultation committee that I  
25 sat on prepared a report to the Province and provided



1 advice that -- on the issue of deemed pecuniary  
2 interest, that a glaring omission in the current act  
3 was that siblings were not included, and in fact the  
4 consultation committee recommended to the Province  
5 that not only should siblings be included but the  
6 spouses of either children or siblings should also be  
7 deemed to be the pecuniary interest of the -- of the  
8 member, if -- if that interest was known to the  
9 member.

10                   And the Province did actually enact  
11 some legislation in the early '90s. I think it was  
12 called the Local Government Disclosure Act, gave it  
13 royal assent, but never proclaimed it, and after ten  
14 (10) or fifteen (15) years it just fell off the books.

15                   So it's been an interest of mine for at  
16 least thirty (30) years that the Act has failed to  
17 include siblings as a deemed interest, and so when I -  
18 - when I put the exclamation mark there, it's more my  
19 emphatic notation that I thought the act was somewhat  
20 -- had a shortfall in it.

21                   MR. JOHN MATHER: At this point in  
22 time, January 2011, what was the implication in your  
23 mind of the fact that the Act did not include sib --  
24 siblings?

25                   MR. LEO LONGO: That the Act did not

1 include siblings and it should have. I don't know if  
2 I can answer any --

3 MR. JOHN MATHER: Let me put it to you  
4 this way. Because you highlighted in this  
5 presentation that the Act does not include siblings,  
6 did you -- do you recall saying anything to the  
7 Council members about what they should do if they were  
8 aware that one (1) of their siblings had a pecuniary  
9 interest in something before Council?

10 MR. LEO LONGO: No, I would have -- I  
11 would have just indicated that the act did not include  
12 siblings, and just trying to give them as accurate a  
13 portrayal of the Act as I could.

14 MR. JOHN MATHER: Did you discuss with  
15 them any conflict of interest obligations that might  
16 exist outside of the Municipal Conflict of Interest  
17 Act?

18 MR. LEO LONGO: I don't recall as for  
19 the purpose of this presentation that I would have  
20 gone into a more detailed elaboration of conflict of  
21 interest.

22 I -- I was aware of the Hazel McCallion  
23 Inquiry that had gone on, but I think at this stage we  
24 were providing overview presentations to Council and  
25 the time didn't really permit us to get into a great

1 elaboration about the -- the Act, other than what's  
2 contained in the slides.

3 MR. JOHN MATHER: Was it your  
4 understanding at the time, January 2011, that there  
5 were conflict of infer -- interest obligations that  
6 existed as -- apart from the Conflict of Interest Act?

7 MR. LEO LONGO: I do recall Justice  
8 Cunningham's discussion about there -- there could be  
9 a common law obligation as well, and for the life of  
10 me I can't recall whether I mentioned that or not  
11 during my presentation.

12 MR. JOHN MATHER: So you said that the  
13 purpose of this presentation was to talk about what  
14 was in the Municipal Conflict of Interest Act and, you  
15 know, didn't go into other areas or further, you know,  
16 deeper considerations.

17 Do you know that oppor -- if that was  
18 ever presented to this Council, whether there was a --  
19 a more --

20 MR. LEO LONGO: I --

21 MR. JOHN MATHER: -- fuller --

22 MR. LEO LONGO: I'm not --

23 MR. JOHN MATHER: -- conversation?

24 MR. LEO LONGO: -- aware of that. And  
25 -- and just to be clear, it was not just what was in

1 the act as to what constituted a conflict, but what  
2 the councillors' obligations were once a pecuniary  
3 interest was identified, the fact that they could not  
4 look to me as Town solicitor to give them advice about  
5 conflict.

6                   There's a section in the Conflict of  
7 Interest Act, Your Honour, where there's an  
8 opportunity for the Council itself, the elected  
9 Council, to void a vote should they choose to if  
10 someone who had a conflict participated, and that  
11 would put me in a conflict with my Council if I was  
12 giving advice to a councillor and then had to give  
13 advice to the Council at large. So we always said to  
14 them, you couldn't come to us. I'm sure we also said  
15 don't go to the clerk. Your obligation is, right from  
16 the start, have a lawyer available to you throughout  
17 your term of office that you can contact if you have a  
18 conflict of interest question so that you can get an  
19 expeditious determination of the matter.

20                   MR. JOHN MATHER: On that point, we've  
21 -- we've heard some suggestion that it's, you know,  
22 onerous or it can be expensive to get a law -- your  
23 own lawyer if you're a councillor to assess a conflict  
24 of interest.

25                   Is that something that was raised to

1 you by any members of Council in this time period that  
2 you recall?

3 MR. LEO LONGO: No. I think they --  
4 they listened well on that. And no one ever spoke to  
5 me directly about conflict of interest.

6 MR. JOHN MATHER: You said that part  
7 of the presentation was what you're supposed to do  
8 when you identify a conflict of interest.

9 What is a councillor supposed to do if  
10 they identify a conflict of interest for the purposes  
11 of the Conflict of Interest Act?

12 MR. LEO LONGO: They're supposed to  
13 declare it at their earliest opportunity. They're  
14 supposed to step away from the table and, number 3,  
15 not influence directly or in -- or indirectly the vote  
16 of any other councillor on that point.

17 MR. JOHN MATHER: And what does that  
18 mean, "not influence directly or indirectly"? What --  
19 what sort of --

20 MR. LEO LONGO: Well, you can't --

21 MR. JOHN MATHER: -- behaviour is  
22 permitted or prohibited?

23 MR. LEO LONGO: You can't step away  
24 from the table but then say to one (1) of your  
25 colleagues it'd be great if you could vote for this.

1 You know, that is a prohibited action under the Act.

2 MR. JOHN MATHER: If we could go to  
3 slide 21 of this presentation. So, this is the  
4 conclusion slide to the presentation. And the first  
5 bullet point says:

6 "Conflict of interest in MCIA is not  
7 nearly as broad as the general  
8 public likely thinks it is."

9 What did you mean by that bullet point?

10 MR. LEO LONGO: Well, it was just  
11 making the point that it has to be -- it was only a  
12 deemed -- it's only a pecuniary interest direct or  
13 indirect or deemed that applies. There are lots of  
14 other interests that a councillor could have that  
15 aren't covered by the Act at all.

16 So, I just wanted to focus in it was  
17 the pecu -- pecuniary interest that was the key  
18 consideration.

19 MR. JOHN MATHER: Did you discuss as  
20 part of this presentation how members of Council  
21 should deal with conflicts of interest that weren't  
22 covered by the MCIA but might be something the public  
23 would believe to be a conflict?

24 MR. LEO LONGO: No, I don't -- I don't  
25 recall doing that.

1 MR. JOHN MATHER: Do you know if the  
2 Council ever received any training or information  
3 about that at a different time?

4 MR. LEO LONGO: I wouldn't know that.

5 MR. JOHN MATHER: As part of this  
6 presentation did you discuss, to your -- best of your  
7 recollection, the difference between a perceived  
8 conflict of interest and an actual conflict of  
9 interest?

10 MR. LEO LONGO: Other than by going  
11 through the definitions of the Act, that would have  
12 been the extent.

13 MR. JOHN MATHER: The last bullet  
14 point on this slide, it says, "Abundant and at times  
15 contradictory case law." What did you mean by that?

16 MR. LEO LONGO: From my knowledge of  
17 the Act and the -- and the case law that followed it,  
18 there were several instances where conflicts would be  
19 -- pecuniary interests, excuse me, would be found by  
20 judges and, in other cases, not, more so on the issue  
21 of exemptions.

22 There would be exemptions that allowed  
23 certain pecuniary interests not to be a disqualifying  
24 interest. And one (1) would be if it was shared with  
25 other members in the community or it was a remote or

1 insignificant interest.

2                   And the case law as to what 'remote' or  
3 'insignificant' was seemed to vary quite a bit, all  
4 very fact-driven to each case.

5                   So, I think I was pointing out to them  
6 that, while the Act seems clear on what it says, so --  
7 when you get into the case law, you sometimes find out  
8 that perhaps there are nuances there that don't  
9 immediately come to the forefront.

10                   MR. JOHN MATHER:   And I take it from  
11 your earlier answer, if a councillor wanted clarity on  
12 a specific situation, they would then be recor -- they  
13 would have to go to their own legal counsel to -- to  
14 get --

15                   MR. LEO LONGO:   That's what I would  
16 recommend.   And I know organizations like AMO, the  
17 Association of Municipalities of Ontario, clerks and  
18 treasurers, they all had their own programs on  
19 conflict of interest legislation, so there -- there  
20 were resources available to councils other than legal  
21 advice where they could get some educational aides to  
22 assist them in understanding the Act.

23                   MR. JOHN MATHER:   And do you recall if  
24 you advised Council of those additional resources in  
25 the January 2011 presentation?



1 MR. LEO LONGO: I don't think I did  
2 because I think that would have been well known to the  
3 clerk.

4 MR. JOHN MATHER: What is the clerk's  
5 role when it comes to conflicts of interest?

6 MR. LEO LONGO: Noth -- none, just as  
7 there's no role for any other Council member.  
8 Conflict of interest is a self-policing bit of  
9 legislation, and it is for the Council member  
10 themselves to police themselves.

11 And it is not set out under the Act  
12 that other Council members, the mayor, or staff have  
13 any role to play in saying, hey, George, you should  
14 have called a conflict of interest here.

15 MR. JOHN MATHER: Is the clerk in a  
16 position to provide information to a councillor who  
17 wants to know about the provisions of the Conflict of  
18 Interest Act or whether a certain scenario may give  
19 rise to a conflict of interest?

20 MR. LEO LONGO: To the extent that any  
21 clerk wishes to be helpful to their Council, I'm sure  
22 they could say, here's the Act, read it. But I don't  
23 think most -- my experience over the years, Your  
24 Honour, is most clerks realize the limit to what they  
25 can do on -- in this regard.

1 MR. JOHN MATHER: Do you recall if  
2 Sara Almas ever discussed with you what -- the limits  
3 she had in terms of giving Council members information  
4 about the Conflict of Interest Act?

5 MR. LEO LONGO: I'm sure she reassured  
6 me that she didn't give legal advice to -- to Council  
7 members.

8 MR. JOHN MATHER: And I appreciate  
9 you're confident she did, but do you have a specific  
10 recollection of ever discussing that with Ms. Almas?

11 MR. LEO LONGO: I think it may have  
12 come up or she said that wasn't her practice, that she  
13 would never do that.

14 MR. JOHN MATHER: Do you remember when  
15 that conversation occurred?

16 MR. LEO LONGO: No.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, if we could go  
21 to the next slide, please. Sorry, the next one. So,  
22 the first bullet point says:

23 "As Town counsel, 'A' and 'B' is not  
24 able to provide MCIA advice to  
25 individual Council members."

1                   And I think we've discussed the reasons  
2 for that. Other than what you've said, is there any  
3 other reason why they couldn't go to you?

4                   MR. LEO LONGO: No.

5                   MR. JOHN MATHER: You specifically  
6 mentioned in the third bullet point:

7                   "Get written advice of any provided  
8 legal advice and opinion."

9                   Why specifically suggest written legal  
10 advice?

11                  MR. LEO LONGO: Well, my view was that  
12 there's always going to be a situation that could  
13 arise where a Council member might be in doubt as to  
14 their interest, and forearmed is the best way of -- of  
15 proceeding. Did I -- did I misunderstand your question?  
16 I'm sorry.

17                  MR. JOHN MATHER: No. I just wanted  
18 to know specifically, you know, what value would there  
19 be to a Council member to get written advice.

20                  Is there something they could use it  
21 for in the future if there was an issue?

22                  MR. LEO LONGO: Well, number 1, to get  
23 the advice -- one (1) of my -- one (1) of my  
24 colleagues at work once said to me, Your Honour, that  
25 much of the independent advice that Council members

1 sometimes get on conflict of interest is totally  
2 wrong, but the fact that they sought the request and  
3 got the advice usually saved them from the penalties  
4 that were really adverse in the Act, which was that  
5 they could lose their seat or something.

6                   The fact that they went out and sought  
7 advice, even if that advice was wrong, could sometimes  
8 save their seat. So, that's always stuck in the back  
9 of my mind and always thought it would be a good bit  
10 of advice to give Council members, always try to get  
11 an opinion that you can rely upon because it might  
12 provide useful.

13                   MR. JOHN MATHER:     And then the last  
14 point on this slide is:

15                             "Nothing "shameful" or "demeaning"  
16                             about declaring an interest."

17                             What did you mean by that?

18                   MR. LEO LONGO:     Well, I -- I just  
19 meant to note that people who serve on Council are  
20 usually connected to the community, they're business  
21 people, they -- they have their interests in the  
22 community.

23                             And the fact that an item might come up  
24 that they have to declare an interest doesn't mean  
25 they should be embarrassed by it. They should just

1 simply acknowledge that I have an interest and declare  
2 it, that there's nothing to be concerned about  
3 declaring a pecuniary interest.

4 In fact, I've always -- the other  
5 thing, too, is that Council never seem to follow this,  
6 but I always advice Council members declare that you  
7 have a pecuniary interest, don't declare that you have  
8 a conflict of interest. You declare a pecuniary  
9 interest. You don't declare a conflict.

10 So, that -- if someone's a well-  
11 established member of the community and a matter comes  
12 up that they have a financial interest in, don't be  
13 shy about it, just declare that you have that interest  
14 and step away.

15 MR. JOHN MATHER: What's the  
16 difference between a pecuniary interest and a conflict  
17 of interest?

18 MR. LEO LONGO: Under the Act, you  
19 declare a pecuniary interest; that's your obligation.  
20 There's no declaration of a conflict of interest. The  
21 Act is entitled the Conflict of Interest Act, but what  
22 you're declaring is a pecuniary interest.

23 MR. JOHN MATHER: At the time, was it  
24 your understanding that there could be conflicts of  
25 interests that were not pecuniary interests?

1 MR. LEO LONGO: They are, but you're  
2 just declaring a pecuniary interest.

3 MR. JOHN MATHER: Is there any  
4 requirement about what a Council member should do if  
5 they have what they understand to be a conflict of  
6 interest but it's not a pecuniary interest?

7 MR. LEO LONGO: No, unless -- stepping  
8 back, unless there's a code of conduct that the --  
9 that the Council has passed that may -- may supplement  
10 the Conflict of Interest Act.

11 And I don't -- I don't recall if in  
12 2010 -- I can't remember if Council had a conflict of  
13 interest -- a code of conduct, excuse me.

14 MR. JOHN MATHER: They did. So, if we  
15 could pull up TOC534828. Or at least it's our  
16 understanding they did.

17

18 (BRIEF PAUSE)

19

20 THE HONOURABLE FRANK MARROCCO: While  
21 they're doing that, would you -- the point you just  
22 made about declaring a pecuniary interest and stepping  
23 away and there's nothing shameful about that, would  
24 that have been incorporate -- do you -- do you --  
25 would you have incorporated that into this

1 presentation?

2 MR. LEO LONGO: Yes, that -- that  
3 final slide was -- and that final point on that slide  
4 was that point, so I would have made that point.

5 THE HONOURABLE FRANK MARROCCO: So --  
6 so, the difference between a pecuniary -- declaring a  
7 pecuniary interest and having a conflict of interest  
8 would have been alluded to in your presentation?

9 MR. LEO LONGO: Yes.

10 THE HONOURABLE FRANK MARROCCO: Thank  
11 you.

12

13 CONTINUED BY MR. JOHN MATHER:

14 MR. JOHN MATHER: So, this is the --  
15 as we understand, this was the code of ethics that was  
16 in place at the time, January 2011. If we go to  
17 section 7, bottom.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So, first question.  
22 Now that we've pulled up -- and if you need to look at  
23 more of the document, we --

24 MR. LEO LONGO: No, it's fine.

25 MR. JOHN MATHER: -- we can scroll

1 through it. Does -- does this refresh your memory?  
2 Do you recall knowing that there was a code of ethics  
3 in place at the time?

4 MR. LEO LONGO: There was one (1) at  
5 the time.

6 MR. JOHN MATHER: I appreciate that it  
7 shows there was one (1). But do you recall, in your  
8 role as Town solicitor, knowing that there was a code  
9 of ethics in place at the time?

10 MR. LEO LONGO: I probably did.

11 MR. JOHN MATHER: And what do you mean  
12 by, "probably did"?

13 MR. LEO LONGO: Today, to the best of  
14 my knowledge, I would have -- I would have thought I'd  
15 be aware of it, but that's vague right now in my mind.

16 MR. JOHN MATHER: So, section 7 says:  
17 "Members of Council rec -- recognize  
18 their obligations to follow and  
19 respect both the letter and the  
20 spirit of the provisions of the  
21 Municipal Act and the Municipal  
22 Conflict of Interest Act as amended  
23 from time to time."

24 Sorry. Does the Municipal Act say  
25 anything about conflicts of interest or pecuniary



1 interests, or did it at the time to --

2 MR. LEO LONGO: The Municipal Act does  
3 not.

4 MR. JOHN MATHER: And your  
5 presentation set out the letter of the Mo -- Municipal  
6 Conflict of Interest Act. Do you know what's meant in  
7 here by the spirit of the Municipal Conflict of  
8 Interest Act?

9 MR. LEO LONGO: I don't know why the  
10 Municipal Act is mentioned in there, as well.

11 MR. JOHN MATHER: And when it says,  
12 "The spirit of the provisions of the Municipal Act,"  
13 and then I would read this as:

14 "The spirit of the provisions of the  
15 Municipal -- Municipal Conflict of  
16 Interest Act."

17 Do you know what's meant by, "Spirit of  
18 the Municipal Conflict of Interest Act?"

19 MR. LEO LONGO: Just what the -- what  
20 the word means. I -- I don't -- I didn't draft this,  
21 so I don't -- couldn't add to it.

22 MR. JOHN MATHER: Can you provide us  
23 anything on what you understand, "Spirit of the  
24 Municipal Conflict of Interest Act," to mean?

25 MR. LEO LONGO: I think that means

1 that one would expect a Council member to adhere to  
2 the legislation in -- and -- in an effort to achieve  
3 the -- its -- its principles and its desired outcomes.

4 So when I see something that say letter  
5 and spirit of the legislation, it seems to suggest  
6 that you not so finely read the legislation, that you  
7 perhaps exempt yourself out of it when the spirit of  
8 the legislation might suggest a different outcome.  
9 That's --

10 MR. JOHN MATHER: And as part of this  
11 presentation, did you give any -- did you speak to the  
12 code of ethics or section 7 that we're looking at?

13 MR. LEO LONGO: I did not. But I --  
14 but I -- I can't recall if over the day and a half  
15 that -- I think you've seen the agenda the -- for that  
16 orientation. I think the code of ethics would have  
17 been discussed by the CAO or the clerk, I think.

18 MR. JOHN MATHER: Do you recall ever  
19 having -- again looking at the 2010 to 2014 Council  
20 period -- do you recall having any conversations with  
21 the CAO or with the clerk about the content of the  
22 code of ethics and specifically what this provision  
23 meant?

24 MR. LEO LONGO: I do not.

25 MR. JOHN MATHER: As part of your

1 presentation on the Municipal Conflict of Interest Act  
2 that we were looking at, do you know or do you recall  
3 if you ever spoke about the declaration of office that  
4 the Council members or the -- and the mayor signed?

5 MR. LEO LONGO: I don't think it was  
6 part of this PowerPoint presentation. I am aware of  
7 the oath of office and its contents.

8 MR. JOHN MATHER: Are you aware of --  
9 did you ever provide any information to Council about  
10 the purpose and the implications of the declaration of  
11 office?

12 MR. LEO LONGO: Specifically, I -- I  
13 don't recall. I know I've written a paper, Your  
14 Honour, about the obligations about municipal Council  
15 members, and in that paper, I write about the  
16 declaration -- about the oath of office.

17 I can't recall if that paper was -- if  
18 I provided a copy of that paper to the clerk of  
19 Collingwood and whether that got distributed to  
20 Council members. I -- I don't know.

21 The only thing that had me write the  
22 paper, Your Honour, is that under the Municipal Act,  
23 there's no statutory description about what an  
24 individual Council member's role is. There's a  
25 section about what the role of the mayor is. There's

1 a section as to what the elected Council as a whole --  
2 what their obligations are. But there's no specific  
3 setting out of what an individual Council member's  
4 role is.

5                   And I wrote this paper trying to  
6 address academically what are those -- what are those  
7 duties. And -- and one of them I start with is the  
8 oath of office, which says you will adhere to the  
9 Municipal Conflict of Interest Act amongst other  
10 things.

11                   MR. JOHN MATHER: Do you know if  
12 anyone else at Aird & Berlis ever provided information  
13 or gave a presentation on the code of ethics or the  
14 oath of office to anyone on Town Council or Council as  
15 a whole?

16                   MR. LEO LONGO: If anyone did, it  
17 would have been my partner, John Mascarin, but I don't  
18 think John gave a presentation other than the two (2)  
19 day presentations that started in January of 2011.

20                   MR. JOHN MATHER: As part of your  
21 presentation in January in 2011 on the Conflict of  
22 Interest Act, did you provide any information about  
23 how Council would treat confidential or -- how Council  
24 should treat confidential or privileged information  
25 they might receive from you or other lawyers for the

1 Town?

2 MR. LEO LONGO: I don't think I did as  
3 part of this presentation, but I'm sure that topic was  
4 addressed during that two (2) day session.

5 MR. JOHN MATHER: When you're sure it  
6 was addressed, what do you mean by that?

7 MR. LEO LONGO: I believe it may have  
8 been covered off by my partner, John Mascarin, in his  
9 material. I -- I haven't reviewed it in preparation  
10 for today, so I don't know.

11 But normally, things like how one  
12 treats confidential information and close-session  
13 information is always a topic of -- of discussion.  
14 I -- let me put it another way, I don't think I've  
15 ever participated in an orientation where it hasn't  
16 been addressed by someone: either the lawyer, the  
17 clerk, sometimes even ministry officials are invited  
18 into -- to Council's orientations. So I'm sure the  
19 topic does get covered off.

20 MR. JOHN MATHER: So I understand that  
21 you understand that from your experience. Do you have  
22 a specific recollection of that topic at this meeting  
23 in January of 2011?

24 MR. LEO LONGO: Without review --  
25 without reviewing the contents, I can't -- I cannot

1 give you a hundred percent certainty that it was, but  
2 my gut feeling tells me it was.

3 MR. JOHN MATHER: The final question  
4 or questions about this presentation, do you recall,  
5 as part of your presentation, getting any questions  
6 about the Conflict of Interest Act or a conflict of  
7 interest more generally?

8 MR. LEO LONGO: I can't recall any  
9 specific questions, but I always gave presentations  
10 engaging -- asking Councils to engage in discussion  
11 with me throughout the presentation, not to wait till  
12 the end. So I would hope that was followed that day  
13 but no specific recollection.

14 MR. JOHN MATHER: So I'm going to move  
15 now to the PowerStream transaction.

16 THE HONOURABLE FRANK MARROCCO: Maybe  
17 just before you do that, do you think someone from  
18 Aird & Berlis assisted with the preparation of the  
19 code of ethics or code of conduct? I appreciate you  
20 said you didn't draft it.

21 MR. LEO LONGO: Yeah. It -- Your  
22 Honour, it could be -- it could be that Mr. Mascarin  
23 was consulted on the preparation of it. I -- I could  
24 certainly undertake to advise the commissioner --  
25 counsel of that if it's of assistance to you but --

1 THE HONOURABLE FRANK MARROCCO: Just  
2 curious. That's fine.

3

4 CONTINUED BY MR. JOHN MATHER:

5 MR. JOHN MATHER: When did you first  
6 become aware of the sale or potential sale of  
7 50 percent in Collus?

8 MR. LEO LONGO: From my review in  
9 preparation for this testimony, I saw that  
10 Corrine Kennedy gave me a call on January -- Saturday,  
11 January 7. I don't really have any notes from that  
12 call other than the fact that I had a -- a small  
13 docket saying that I had received a call from -- from  
14 Corrine Kennedy.

15 And -- and just -- just to give some  
16 background, I charged all of my time for what it was  
17 against a Collingwood CAO general file. I would  
18 normally open up file -- new files when a matter would  
19 be of substance, but the clerk, the CAO, and the  
20 planning department would have general enquiries  
21 sometimes that would amount to a little bit of work  
22 but nothing else, so you would just charge that time  
23 against that general file. So that's indeed what  
24 happened.

25 So Saturday, January 7, I had a quick

1 call from Corrine, and then the next exposure was on  
2 Monday, January 9 --

3 THE HONOURABLE FRANK MARROCCO: Just  
4 let me stop you there. 2012 or 2011?

5 MR. LEO LONGO: 2012, I'm sorry. I  
6 was confusing it with my presentation by PowerPoint.  
7 I'm sorry.

8 So on the Monday, January 9, I was in  
9 town that day on a number of matters. And during my  
10 time in Collingwood that day, I did meet with the CAO.

11 And I saw that on January 10, I sent an  
12 email to Corrine Kennedy and Ron Clark saying the CAO  
13 raised the following three questions concerning the  
14 Collus deal.

15 By that point, I had not seen anything  
16 about the Collus deal, no draft agreements or  
17 anything. But the clerk must have said, Leo, would  
18 you mind conveying these three things to your  
19 partners? So the next day, I did that.

20 So that's really the -- the first --  
21 the first Town-initiated enquiry that I had.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: So we're going to --  
25 I'm going to get some of the things you talked about,



1 but I just have a few questions at the outset.

2 For the benefit of people who may not  
3 be familiar with how lawyers bill their time, you were  
4 talking about, I think, your docketing process.

5 MR. LEO LONGO: Right.

6 MR. JOHN MATHER: And from what I  
7 understood you said is that for certain matters, you  
8 would create a new docket or a new file that you would  
9 bill your time to. Is that correct?

10 MR. LEO LONGO: M-hm.

11 MR. JOHN MATHER: But generally -- but  
12 certain people, like the CAO and the head of planning,  
13 they -- if they came from you to time to time and it  
14 wasn't a matter that you anticipated required  
15 significant work, you would just bill it to that  
16 general ledger?

17 MR. LEO LONGO: Correct.

18 MR. JOHN MATHER: Okay. And you said  
19 your review of the documents indicated to you that  
20 Corrine Kennedy called you on January 7th.

21 Do you have an independent recollection  
22 of that phone call?

23 MR. LEO LONGO: No.

24 MR. JOHN MATHER: Do you recall why  
25 she called you at that point in time? Sorry. You

1 just have to speak up.

2 MR. LEO LONGO: No. Sorry.

3 MR. JOHN MATHER: I take it from your  
4 answers then that you weren't involved in providing  
5 advice on the RFP for Collus?

6 MR. LEO LONGO: Correct.

7 MR. JOHN MATHER: The RFP process took  
8 place in the fall of 2010. Were you aware that an RFP  
9 process was ongoing?

10 MR. LEO LONGO: No.

11 MR. JOHN MATHER: So Ms. --

12 THE HONOURABLE FRANK MARROCCO: Sorry.  
13 Was it 2010 or 2011?

14 MR. JOHN MATHER: Sorry. 2011. Thank  
15 you. We're both confused on --

16 MR. LEO LONGO: I wasn't -- I wasn't  
17 involved in any of the process or aware of it really.

18

19 CONTINUED BY MR. JOHN MATHER:

20 MR. JOHN MATHER: So January 9th,  
21 2012, you speak with the CAO. That would be  
22 Kim Wingrove?

23 MR. LEO LONGO: Yes.

24 MR. JOHN MATHER: At that point going  
25 forward, what was your involvement in the transaction?

1 MR. LEO LONGO: Not really much of one  
2 other than responding to specific requests that I  
3 received from the Town. So the first one was the  
4 CAO's request that I raised three issues back to Ron  
5 and Corrine, which I did.

6 And then the next Town-initiated step  
7 was on January 11 on the Wednesday where the mayor's  
8 office was wanting to set up a phone call with me.  
9 And I think you've seen in the record that I sent an  
10 email to Ron and Corrine saying why does the mayor  
11 want to speak with me about this, and I got Corrine's  
12 response.

13 And then I had that phone call, I  
14 think, in the afternoon of January 11 with the mayor,  
15 the deputy mayor, and Ed Houghton.

16 MR. JOHN MATHER: And what -- I'm  
17 going to ask you about the January 9th -- this  
18 conversation on the January 11th phone call.

19 Anything else -- what else was your  
20 role in the transaction? What else did you do?

21 MR. LEO LONGO: At that point,  
22 nothing. I -- on the January 11 phone call, I hadn't  
23 seen any draft agreements. It wasn't a phone call  
24 where I was giving advice to my client. If -- if  
25 anything, I was trying to understand what it was they

1 wanted me to do.

2                   So I was more just taking -- jotting  
3 down some notes about what they were telling me. I  
4 think the gist of the phone call was that they wanted  
5 me to look at the draft agreements, which I undertook  
6 to do.

7                   MR. JOHN MATHER: When you were  
8 looking at the draft agreements and participating in  
9 these phone calls, who did you understand your client  
10 was at the time?

11                   MR. LEO LONGO: The Town.

12                   MR. JOHN MATHER: Did you understand  
13 that you were providing any services or advice to  
14 Collus throughout this process?

15                   MR. LEO LONGO: I've never given  
16 advice to Collus.

17                   MR. JOHN MATHER: When you were asked  
18 questions in relation to the transaction, who -- who  
19 was giving you instructions and asking you those  
20 questions?

21                   MR. LEO LONGO: Well, as I indicated,  
22 on the Monday, it was the CAO asking me to convey a  
23 message back, and on the Wednesday, it was the mayor,  
24 the deputy mayor, and Ed Houghton. And as I said, I  
25 hadn't had the agreements by then. I only got them on

1 the Sunday, the 15th so.

2 MR. JOHN MATHER: What did you  
3 understand Ed Houghton's role to be in the  
4 transaction?

5 MR. LEO LONGO: He seemed to be the  
6 point person that -- that was involved in it. I -- I  
7 said I knew Mr. Houghton for -- as his role as  
8 director of public works. I'm not certain if I even  
9 sorted out in my head whether Ed was wearing that hat  
10 during the phone call or wearing a Collus hat that --  
11 at that -- that time. I just know that it was a three  
12 (3) way phone call with the three (3) of them on the  
13 line with me.

14 MR. JOHN MATHER: The January 11th  
15 phone call, you're referring to?

16 MR. LEO LONGO: Sorry?

17 MR. JOHN MATHER: Thee January 11th --

18 MR. LEO LONGO: January 11th/12th  
19 phone call, right.

20 MR. JOHN MATHER: After that phone  
21 call, was it your understanding that Mr. Houghton  
22 could give you instructions on behalf of the Town in  
23 relation to the Transaction?

24 MR. LEO LONGO: I -- I don't think I  
25 was getting instructions from Mr. Houghton. I think

1 that -- that was a phone call with the mayor, the  
2 deputy mayor, and -- and Mr. Houghton. I -- I took it  
3 that I was getting instructions from the mayor on that  
4 phone call.

5 MR. JOHN MATHER: And how did you come  
6 to take it that it was the mayor who was giving you  
7 instructions?

8 MR. LEO LONGO: That was just my  
9 impression from the phone call that I took.

10 MR. JOHN MATHER: And then after that  
11 phone call, did anyone else other than the mayor give  
12 you instructions in relation to the Transaction?

13 MR. LEO LONGO: No. I think that was  
14 the end of it for that week, and then on Sunday,  
15 January 15, I received the agreements, reviewed them  
16 that day, and again on the 16th, and that's when I had  
17 my email exchanges with the mayor and the deputy mayor  
18 about how I felt I was not able to speak about the  
19 financial structure of the deal, the financial  
20 considerations of the deal.

21 I could look at reps and warranties and  
22 see if those were things the municipality could give,  
23 but otherwise, I -- I didn't feel I could give them  
24 much advice on the -- on the agreements.

25 MR. JOHN MATHER: And -- and we'll get

1 to that email chain that you're referring to, but now  
2 that -- now that you said, I want to ask, why did you  
3 feel you couldn't give them much advice on the  
4 agreements, or what did you mean by that?

5 MR. LEO LONGO: Well, it was just --  
6 much of the agreement was just a financially-driven  
7 agreement that I had no expertise or -- or background  
8 in. I couldn't advise them on -- I didn't even know  
9 what the corporate structure was, quite frankly, of  
10 Collus and its parent company, or what -- what the --  
11 the various companies are. I still look at the  
12 flowcharts and don't really understand them all that -  
13 - all that well.

14 But -- but I -- but I thought -- I was  
15 asked on the 11th to review the agreements, and I  
16 wanted them to understand as soon as I got the  
17 agreements that that was a task that I thought was  
18 beyond my capabilities for a good portion of the  
19 agreements.

20 MR. JOHN MATHER: Do you understand  
21 what -- and when you're saying "they," who are you  
22 referring to?

23 MR. LEO LONGO: The mayor and the  
24 deputy mayor.

25 MR. JOHN MATHER: Do you understand

1 what they wanted you to review the agreements for?

2 MR. LEO LONGO: I suspect they wanted  
3 to be able to say that the Town solicitor had looked  
4 at the agreements and everything was fine.

5 MR. JOHN MATHER: Is that something  
6 they said to you that you can recall? Do you have a  
7 specific recollection of them saying that?

8 MR. LEO LONGO: I -- I can't say with  
9 a hundred percent certainty.

10 MR. JOHN MATHER: So during this  
11 January 11th phone call, or at any point in the early  
12 phases provi -- prior to reviewing the agreement, what  
13 did you understand the Town's goals to be in the  
14 Transaction? What were they trying to achieve?

15 MR. LEO LONGO: I didn't -- I didn't  
16 really know what the Town's goals were.

17 MR. JOHN MATHER: Did you ask anyone  
18 at the Town what their goals were?

19 MR. LEO LONGO: I may -- I may have  
20 asked during that phone call, but I can't a hundred  
21 percent be certain that I did.

22 MR. JOHN MATHER: Do you recall anyone  
23 explaining to you at any point in time what the Town's  
24 goals were with the Transaction, or what they were  
25 hoping to achieve?



1 MR. LEO LONGO: No.

2 MR. JOHN MATHER: Do you recall what  
3 steps you took to determine what the Town was looking  
4 to achieve by the Transmission -- through the  
5 Transaction?

6 MR. LEO LONGO: Rep -- repeat that,  
7 sorry?

8 MR. JOHN MATHER: Did you take any  
9 steps to determine what the Town was looking to  
10 achieve through the Transaction?

11 MR. LEO LONGO: Like -- other than  
12 through my emails, no.

13 MR. JOHN MATHER: So nothing beyond  
14 what -- what is set out in the Foundation Document?

15 MR. LEO LONGO: Right.

16 MR. JOHN MATHER: And I -- from your  
17 earlier answers, I would -- I -- I can anticipate some  
18 of the answers you may give, but prior to the  
19 Transaction, were you aware of the shared services  
20 agreements that existed between Collus entities and  
21 the Town?

22 MR. LEO LONGO: No.

23 MR. JOHN MATHER: Were you aware more  
24 generally that certain Collus employees did Town work?

25 MR. LEO LONGO: If I did, it was very

1 vague and not -- not from the -- the nature of this  
2 deal, just from having worked with Collingwood since  
3 2003.

4 MR. JOHN MATHER: And so --

5 MR. LEO LONGO: It -- could I just add  
6 it? There's one (1) thing I do remember from the  
7 phone call on January 11. I do remember the mayor  
8 saying to me, This is a good -- this is a good deal  
9 for the -- this is a good deal for the -- for the  
10 municipality. This is a good thing for us.

11 And -- and I -- I do remember that  
12 point being specifically told to me, that that's --  
13 that's what -- what was good -- what was happening.  
14 This was a benefit for the municipality.

15 MR. JOHN MATHER: Did she say --  
16 provide any more details, or do you recall if she  
17 provided any more details?

18 MR. LEO LONGO: No. I just remember  
19 that was the -- the theme of my discussion with her  
20 that day.

21 MR. JOHN MATHER: So you already  
22 mentioned Corrine Kennedy, and I should have asked who  
23 was Corrine Kennedy?

24 MR. LEO LONGO: One (1) of my  
25 associates at Aird & Berlis.

1 MR. JOHN MATHER: So she was working  
2 on the Transaction. Who else was working on the  
3 Transaction from your firm?

4 MR. LEO LONGO: Ron Clark.

5 MR. JOHN MATHER: And when did you  
6 become aware of Ron and Corrine's involvement on the  
7 Transaction?

8 MR. LEO LONGO: I guess Corrine when -  
9 - when she called me on January 7 just to say that --  
10 I guess to fill me in that some steps were going to be  
11 happening soon at Council and I guess she wanted me to  
12 be aware of them because she thought I was going to be  
13 asked about that by the client.

14 MR. JOHN MATHER: And what was your  
15 understanding of what Ron and Corrine were doing?  
16 What were their roles?

17 MR. LEO LONGO: I understood they were  
18 representing Collus. They had opened up a file for  
19 Collus called L -- LDC, and they were pursuing that  
20 for them.

21 MR. JOHN MATHER: When did you find  
22 out -- did you -- were you involved when they opened  
23 up the file? Did they speak to you at that point in  
24 time?

25 MR. LEO LONGO: I was not involved

1 with the opening, other than probably seeing the daily  
2 conflict check where it said Collus LDC; that would be  
3 it.

4 MR. JOHN MATHER: Did you at any point  
5 understand Ron or Corrine to be representing the Town  
6 during the transaction?

7 MR. LEO LONGO: At the time I -- I  
8 didn't. To be frank with you, I -- I -- I heard Mr.  
9 Clark's testimony.

10 I mean, I had no idea there was a  
11 shareholder's direction and -- and other things that  
12 he said. He was, you know, protecting the  
13 shareholder. That was his job, to protect the  
14 shareholder's interests and -- but that -- that's --  
15 was not known to me at the time that I was involved in  
16 this.

17 MR. JOHN MATHER: Did you have any  
18 conversations with Mr. Clark or Ms. Kennedy about, you  
19 know, who was representing who at any -- any point in  
20 time?

21 MR. LEO LONGO: I do -- I don't  
22 recall.

23 MR. JOHN MATHER: Mr. Clark's evidence  
24 was that he understood to be acting under a joint  
25 retainer with both the Town and the Collus entities.

1 I take it that was not your understanding?

2 MR. LEO LONGO: At the time that I was  
3 involved in January, that was not my understanding.  
4 It does become a little complex when Ed Houghton  
5 becomes the Acting CAO in April, two (2) months before  
6 the final closing in July.

7 Then those last two (2) months when Mr.  
8 Clark is dealing with Mr. Houghton, I guess it raised  
9 an issue as to was he -- was he dealing with Mr.  
10 Houghton as Town CAO or -- or as Collus, but when I  
11 was involved in January, for the limited period I was  
12 involved in January, I had thought Mr. Clark was  
13 acting for Collus and that I was supposed to be acting  
14 for the Town.

15 MR. JOHN MATHER: And what was the  
16 basis of your understanding that Mr. Clark was only  
17 acting for Collus?

18 MR. LEO LONGO: That that was the file  
19 he was -- that he had opened, and it was for Collus.

20 MR. JOHN MATHER: In your role as Town  
21 solicitor, did you speak with anyone at the Town about  
22 what it meant that Ms. -- Mr. Clark and Ms. Kennedy  
23 were acting for Collus and you were -- you were the  
24 Town's solicitor for the Town and if there was any  
25 implications?

1 MR. LEO LONGO: I certainly raised it  
2 in my -- in my emails on the 16th.

3 MR. JOHN MATHER: And -- and so you  
4 have emails on the 16th. Did you have any other  
5 conversations about that?

6 MR. LEO LONGO: You know, I -- I -- I  
7 suspect I may have with the clerk or CAO, but, you  
8 know, if you ask me did I record something, I -- I  
9 don't have a -- a record of it.

10 MR. JOHN MATHER: And my question is  
11 really, do you have a specific recollection of  
12 anything beyond the emails on the 16th?

13 MR. LEO LONGO: I just know on the  
14 15th I got the agreements, on the 16th I was up here  
15 all day. We had those emails exchanged and I believe  
16 I was asked by the CAO to sit in on the closed session  
17 meeting that evening, but other than that 48-hour  
18 period, that's about the extent that I had on -- on  
19 those agreements.

20 MR. JOHN MATHER: Who did you  
21 understand Mr. Clark and Ms. Kennedy were receiving  
22 instructions from as Collus' representatives?

23 MR. LEO LONGO: I assumed it was Ed  
24 Houghton.

25 MR. JOHN MATHER: Other than assuming

1 that, did you make any inquiries or ask anyone who was  
2 instructing them?

3 MR. LEO LONGO: No.

4 MR. JOHN MATHER: Were you aware of --  
5 of Mr. Clark and Ms. Kever -- Kennedy, ever receiving  
6 instructions from Mayor Cooper?

7 MR. LEO LONGO: From who?

8 MR. JOHN MATHER: Sandra Cooper.

9 MR. LEO LONGO: I'm not aware of any  
10 such instructions.

11 MR. JOHN MATHER: Could we pull up  
12 ARB1739?

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: Do you recognize  
17 this document, Mr. Longo?

18 MR. LEO LONGO: I -- I recognize it as  
19 a CMF form from the firm.

20 MR. JOHN MATHER: So this is a CMF  
21 form from your firm.

22 What is a CMF form?

23 MR. LEO LONGO: A Client Management  
24 Form, and I've seen the form many times because I open  
25 up many files, but I've never seen this one.

1 MR. JOHN MATHER: And at Aird &  
2 Berlis, when is this form generated?

3 MR. LEO LONGO: At the commencement of  
4 a file, when we -- once you've done an initial  
5 conflict check and determined that there's no  
6 conflict, you then produce this form so that you have  
7 proper identification of -- of the client, their  
8 mailing address, things of that nature.

9 MR. JOHN MATHER: So other than proper  
10 identification of the client, is -- what's -- any  
11 there any other purposes of this form?

12 MR. LEO LONGO: Just file management,  
13 to show that you've opened up the file properly and  
14 that the Accounting Department and the firm have  
15 everything they need.

16 MR. JOHN MATHER: And I take it from  
17 your earlier answer, you were not involved in the  
18 generation of this specific version of the form?

19 MR. LEO LONGO: That's correct.

20 MR. JOHN MATHER: At the time in 2012,  
21 did you know if Mr. Clark or Ms. Kennedy had prepared  
22 a retainer or engagement letter with respect to their  
23 work for Collus?

24 MR. LEO LONGO: No. I didn't have  
25 details of -- of that client.



1 MR. JOHN MATHER: So Mr. Clark's  
2 evidence was that when he became involved, the  
3 decisions about the structure of the transaction for  
4 the sale of Collus and the process for that  
5 transaction had already been decided.

6 I take it again from your evidence that  
7 you were not involved in providing any advice on the  
8 structure of the transaction?

9 MR. LEO LONGO: That's correct.

10 MR. JOHN MATHER: You didn't provide  
11 any advice on the implications of selling 50 percent  
12 of Collus?

13 MR. LEO LONGO: I provided no advice.

14 MR. JOHN MATHER: I'm about to move to  
15 another document. I'm happy to keep going or --

16 THE HONOURABLE FRANK MARROCCO: No, I  
17 think we'll -- just before we -- just before we do  
18 that, does this document, 17391, on the screen, does  
19 that -- is that used for all -- for purposes of  
20 tracking responsibility for billings and that sort of  
21 thing?

22 MR. LEO LONGO: Yes. That -- that as  
23 well as who -- who's the lawyer responsible for it and  
24 for credit and things like that.

25 THE HONOURABLE FRANK MARROCCO: Did --

1 did -- do you think you made it clear that you -- when  
2 you were talking -- when you were asked about these  
3 agreements, that you had a very limited -- that you --  
4 your review of them was as you've described and -- and  
5 that your involvement was therefore very limited?

6 Are you satisfied you conveyed that?

7 MR. LEO LONGO: That I conveyed that?

8 Yes.

9 THE HONOURABLE FRANK MARROCCO: Yes.

10 We'll take the morning break.

11

12 --- Upon recessing at 11:05 a.m.

13 --- Upon resuming at 11:18 a.m.

14

15 MR. JOHN MATHER: If we could pull up

16 document ARB6.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, this is a email

21 dated January 10th, 2012, from you to Corrine Kennedy.

22 It says:

23 "Further to our discussion in 19A,

24 here are three (3) things the Town

25 CAO asked me res -- asked of me

1                   respecting the Collus PowerStream  
2                   transaction."

3                   Do you recall sending this email?

4                   MR. LEO LONGO:    I -- I sent it, yes.

5                   MR. JOHN MATHER:   Okay.  Do you  
6 remember sending this email?

7                   MR. LEO LONGO:    To be frank, not  
8 really prior to reading the Foundation Document.

9                   MR. JOHN MATHER:   Do you know what is  
10 meant by, "Further to our discussion in 19A?"

11                   MR. LEO LONGO:    Ni -- 19A is a  
12 boardroom at our firm.  And I must have been at a firm  
13 function that morning and I probably said to her the  
14 CAO asked me certain things, I'll sent it to you, so.

15                   MR. JOHN MATHER:   And you already  
16 referenced earlier that Ms. Wingrove had spoken to you  
17 and asked you to raise cer --

18                   MR. LEO LONGO:    On January 9, the day  
19 before.

20                   MR. JOHN MATHER:   Do you remember if  
21 Ms. Wingrove said why she wanted you to raise these  
22 matters with Ron and Corrine?

23                   MR. LEO LONGO:    No.

24                   MR. JOHN MATHER:   So, there are the  
25 three (3) matters there.  The first one (1) is, "Need

1 for service level definitions."

2 Do you recall what that was about?

3 MR. LEO LONGO: No. Not having seen  
4 anything about the deal, I really didn't know what  
5 these questions really meant. I -- I just made a note  
6 of them.

7 MR. JOHN MATHER: So, is that true  
8 then for items 2 and 3?

9 MR. LEO LONGO: Yeah.

10 MR. JOHN MATHER: Did you tell Ms.  
11 Wingrove when she was talking to you that you didn't  
12 understand what she was talking about?

13 MR. LEO LONGO: I probably -- I would  
14 have said to her I have no knowledge of the deal, but  
15 if there's information you'd like, let me know what  
16 the headings are and I'll see what I can find out for  
17 you.

18 MR. JOHN MATHER: Did you -- this  
19 email says, "Further to our discussion in 19A." Did  
20 you raise these points with Corrine as part of that  
21 discussion, as well?

22 MR. LEO LONGO: Yes. To be clear, the  
23 19A discussion was just an internal discussion between  
24 Corrine and I.

25 MR. JOHN MATHER: I guess what I'm

1 trying to ask you is, other than sending this email,  
2 did you have any further discussions with Corrine  
3 about the three (3) points?

4 MR. LEO LONGO: No, I -- sorry, no, I  
5 did not.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: Other than these  
10 three (3) points, did Ms. Wingrove raise any other  
11 concerns or issues she had about the transaction when  
12 you spoke to her?

13 MR. LEO LONGO: On that day, January  
14 9? No, that was probably it over the -- the ten (10)  
15 days I was involved. I did see her again on January  
16 16. And I attended the closed session meeting at her  
17 request.

18 So, I would have spoken to her, I'm  
19 certain, about the -- the arrangement, the agreement.

20 MR. JOHN MATHER: And do -- and when  
21 you -- when you think you spoke with her, do you  
22 remember anything she said about the -- the agreements  
23 or the transaction?

24 MR. LEO LONGO: I just have a general  
25 sense that there was a bit of an unease about her

1 dealing with agreements, that she just didn't feel  
2 that she was on top of it or, you know, fully aware of  
3 what was going on, I believe.

4 But I -- other than that general sense,  
5 she didn't elaborate in any detail with me.

6 MR. JOHN MATHER: So, Ms. Wingrove,  
7 you got the sense that she had a general unease. Do  
8 you know what part of the agreements she was not  
9 comfortable with or how she was not comfortable with?

10 MR. LEO LONGO: No.

11 MR. JOHN MATHER: Did she ask you to  
12 do anything to assist her with her unease?

13 MR. LEO LONGO: No. I think I would  
14 have made her aware that I had been advised by the  
15 mayor on January 11 that I should look at the  
16 agreements and that I did get the agreements on  
17 January 15.

18 I probably would have spoken to her on  
19 the 16th and conveyed the same sort of thing that I  
20 conveyed in my emails with the mayor and the deputy  
21 mayor.

22 MR. JOHN MATHER: And as you're going  
23 through that, do you -- you're talking about what you  
24 would have done or what you think would happen. Do  
25 you have any specific recollections of those events,

1 of speaking to Ms. Wingrove about the issues you  
2 raised on the 16th or speaking to her about the  
3 conversation you had with the mayor?

4 MR. LEO LONGO: I'm certain I had  
5 certain -- I'm certain I had discussions with her  
6 about that.

7 MR. JOHN MATHER: But do you recall  
8 specifically?

9 MR. LEO LONGO: Other than I had  
10 discussions with her about the contents of those  
11 emails and my limited role, as it were.

12 MR. JOHN MATHER: Okay. Fair enough.  
13 All right. If we could pull up ARB129.

14 THE HONOURABLE FRANK MARROCCO: Just  
15 be -- just before we leave that document, was the  
16 discussion in 19A, in that boardroom, di -- was that  
17 specific or just a discussion alerting her to the fact  
18 that you were going to be emailing her with the issues  
19 that the -- the CAO --

20 MR. LEO LONGO: I --

21 THE HONOURABLE FRANK MARROCCO: -- was  
22 concerned about?

23 MR. LEO LONGO: Your Honour, I can't  
24 recall the discussion in 19A. All -- my -- my -- what  
25 I surmise is that I was at some sort of a firm thing,

1 event, where I saw her and said, The cler -- the CAO  
2 asked me to tell you certain things, and I'll send  
3 them to you.

4 So, I -- I don't think it was about the  
5 actual matter itself, but I don't have a recollection  
6 of it, I'm sorry.

7 THE HONOURABLE FRANK MARROCCO: Did --  
8 did Ms. Wingrove indicate she was having any  
9 difficulty communicating directly with Mr. Clark and  
10 Ms. Kennedy?

11 MR. LEO LONGO: I'm just -- she never  
12 indicated that to me. But I'm just wondering if she  
13 felt that it was more logical the -- the request come  
14 from me to my partners.

15 THE HONOURABLE FRANK MARROCCO: Okay.  
16 Thank you.

17

18 CONTINUED BY MR. JOHN MATHER:

19 MR. JOHN MATHER: ARB129.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: So, if we can scroll  
24 down to the bottom. Scroll up. So, this is an email  
25 from Mayor Cooper on January 11th, 2012, suggesting a



1 conference call for this afternoon. And I believe you  
2 already advised that you did have a call with the  
3 mayor that day. Is that correct?

4 MR. LEO LONGO: Yes.

5 MR. JOHN MATHER: If -- then if we can  
6 pull up ARB74.

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: So, Your Honour, I'm  
11 going to pull up notes that we understand to be Mr.  
12 Longo's. There's a transcript of them that may load  
13 easier, and I was going to take him there anyway.

14 If you prefer, I could take him to the  
15 transcript or --

16 THE HONOURABLE FRANK MARROCCO: Well,  
17 whatever you think is more efficient.

18 MR. JOHN MATHER: Okay. If we could  
19 pull up ARB74.1.

20

21 (BRIEF PAUSE)

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: So, the document I  
25 was trying to pull up, Mr. Longo, was handwritten

1 notes. And we have -- we have provided them to you  
2 and you've provided this transcript. I guess I'll  
3 start this way.

4 Do you recall taking notes on your call  
5 on January 11th --

6 MR. LEO LONGO: Yes.

7 MR. JOHN MATHER: -- 2012? And is  
8 this a transcript of the notes you took?

9 MR. LEO LONGO: I think this is what I  
10 was asked to prepare from my handwritten notes as best  
11 I could.

12 MR. JOHN MATHER: So, if we could  
13 scroll down. So, page 2 of the notes. There's a page  
14 2. And then there's, "[Questions to myself in advance  
15 of the call]." And then there's a series of  
16 questions.

17 I take it these are notes that you  
18 wrote down before the call setting out some of the  
19 questions you had?

20 MR. LEO LONGO: That's my  
21 recollection.

22 MR. JOHN MATHER: So, the first  
23 question is, "Who is our client." Why did you want to  
24 ask that question?

25 MR. LEO LONGO: Well, I wanted to know

1 that -- what the Town's interest was in -- in the  
2 matter or was this just a Collus sale that was purely  
3 Collus only. So, I wanted to know who the client was  
4 that we were dealing with here.

5 MR. JOHN MATHER: So, at this point in  
6 time, did you anticipate that the client might also be  
7 Collus?

8 MR. LEO LONGO: I thought -- I thought  
9 perhaps the only client was Collus, at one point. And  
10 I was just asking myself, so, is the -- what's the  
11 Town's interest in this and is it being considered,  
12 so.

13 MR. JOHN MATHER: Okay. So, that's  
14 the second question, so. And why did you want to know  
15 whether the Town's interests had been considered?

16 MR. LEO LONGO: I don't -- I -- I  
17 can't explain any -- any further. I just -- that was  
18 a note I had --

19 MR. JOHN MATHER: Fair enough.

20 MR. LEO LONGO: -- who was the client.

21 MR. JOHN MATHER: So, for these two  
22 (2) questions, "Who is our client," and, "How has our  
23 Town's interests been considered," do you remember if  
24 you asked these questions on the call?

25 MR. LEO LONGO: I can't recall.

1 MR. JOHN MATHER: Do you recall if  
2 these matters were discussed on the call?

3 MR. LEO LONGO: Other than the notes  
4 that I made at the -- up at the top.

5 MR. JOHN MATHER: Only -- only to the  
6 extent it's reflected in the notes, is that --

7 MR. LEO LONGO: Sorry?

8 MR. JOHN MATHER: Only to the extent  
9 it's reflected in the notes of the call?

10 MR. LEO LONGO: That's right.

11 MR. JOHN MATHER: Okay. The third  
12 question is, "Better from tax perspective, better for  
13 whom." Do you recall what that question was about?

14 MR. LEO LONGO: I'm just wondering  
15 if -- if -- I didn't know -- I hadn't seen the  
16 agreement, so I didn't know why the issue of tax  
17 perspective came up unless somebody put that thought  
18 in my head.

19 So I -- I don't know what -- and  
20 that -- I'm kind of wondering if these were questions  
21 that I wrote in advance of the call or -- or after the  
22 call because I see Town gets a million; Collus  
23 gets 7.2. I wouldn't have -- I wouldn't have known  
24 that in advance of the call quite frankly.

25 MR. JOHN MATHER: So you're not

1 certain at this point when you wrote these notes down  
2 here?

3 MR. LEO LONGO: No. I'm certain I --  
4 I'm certain I wrote the notes at the top during the  
5 call. What I'm not certain of is the -- on page 2  
6 where I've put in brackets questions to myself in  
7 advance of the call. I'm wondering if that -- if my  
8 recollection was incorrect there 'cause I don't know  
9 how I would have known about the 8 -- the 8 million or  
10 the 7.2 million.

11 MR. JOHN MATHER: On the question of  
12 "Better from tax perspective. Better for whom?" One  
13 of the issues that was being discussed at this point  
14 of time was whether or not the entity to be sold  
15 should be Collus Power, which was the limited  
16 distribution company, or the holding company that sat  
17 above Collus Power in which the Town was the  
18 shareholder.

19 Were you involved in any discussions  
20 about that?

21 MR. LEO LONGO: No in -- no input at  
22 all in that question.

23 MR. JOHN MATHER: Do you have any  
24 recollection about being asked anything about that  
25 decision?

1 MR. LEO LONGO: No one asked me  
2 anything about the financial structure of the deal.

3 MR. JOHN MATHER: So if we could  
4 scroll up. So it appears that the mayor, the deputy  
5 mayor, and Ed Houghton were on the call. Does that  
6 accord with your recollection?

7 MR. LEO LONGO: Yes.

8 MR. JOHN MATHER: Was there anyone  
9 else on the call?

10 MR. LEO LONGO: Not that I'm aware of.

11 MR. JOHN MATHER: Do you know why  
12 Ms. Wingrove was not on the call?

13 MR. LEO LONGO: I don't believe so.

14 MR. JOHN MATHER: So I have a few  
15 questions about the notes here. One of the notes  
16 says: "Agreements re buildings carry on. Agreements  
17 re employees carry on."

18 Do you have any recollection about what  
19 that note was in relation to?

20 MR. LEO LONGO: No. Other than what's  
21 there that were, I guess, certain agreements that  
22 dealt with employees and -- and certain assets.

23 MR. JOHN MATHER: So one of the issues  
24 that was dealt with or addressed in the transaction  
25 was the shared services agreements that we referenced

1 earlier as between the Town and Collus.

2                   Were you ever asked to provide any  
3 advice on the impact of the transaction on those share  
4 service agreements?

5                   MR. LEO LONGO:    I was not.

6                   MR. JOHN MATHER:    Do you recall being  
7 privy to any conversations where those were discussed?

8                   MR. LEO LONGO:    No.  I -- I recall  
9 John Brown three (3) years later asking me some  
10 questions about it, and I gave him a memo on it at --  
11 when I did some research.  But at that time, no.

12                   MR. JOHN MATHER:    So the note below  
13 that says:  "No real councillors opposed.  Joe  
14 Guardhouse might."  Do you recall what that note was  
15 about?

16                   MR. LEO LONGO:    No.  That would just  
17 have been an observation of a comment that one of the  
18 three individuals made to me, and I jotted it down.

19                   MR. JOHN MATHER:    Do you recall any  
20 discussions on that call or at any other time about  
21 whether or not there was any level of opposition  
22 within Council to the proposed sale transaction?

23                   MR. LEO LONGO:    No.

24                   MR. JOHN MATHER:    So the last note  
25 before page 2 says:  "Want LFL around."  I take it

1 you're "LFL"?

2 MR. LEO LONGO: (NO AUDIBLE RESPONSE).

3 MR. JOHN MATHER: Excellent. Do you  
4 know what that note was in reference to?

5 MR. LEO LONGO: I think that note was  
6 what I had mentioned earlier that they wanted me to  
7 look at the agreements and perhaps say that from the  
8 Town solicitor's perspective, the agreements were  
9 fine.

10 MR. JOHN MATHER: When you were having  
11 this conversation with Mayor Cooper, the deputy mayor,  
12 and Ed Houghton, were you aware at that point in time  
13 that Mayor Cooper was also a director of Collus Power?

14 MR. LEO LONGO: I was not.

15 MR. JOHN MATHER: Do you recall when  
16 you became aware that the mayor was also a director of  
17 Collus Power? Sorry. You just have --

18 MR. LEO LONGO: No, no. Sorry.

19 MR. JOHN MATHER: Did you become aware  
20 at any point?

21 MR. LEO LONGO: Excuse me. No, I  
22 don't know when I would have become aware of that.

23 MR. JOHN MATHER: So if we could go  
24 back to ARB129.

25



1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So if you scroll  
4 down. So the first email that we see the top of is  
5 the email from Ms. Cooper asking you for a  
6 teleconference.

7 MR. LEO LONGO: Right.

8 MR. JOHN MATHER: And then we see that  
9 you forward that to Mr. Clark and Ms. Kennedy. And  
10 you say you're not certain what the mayor wishes to  
11 discuss at 3:00 p.m.

12 Do you recall why you sent this email  
13 or forwarded this email on to Ms. -- Mr. Clark and  
14 Ms. Kennedy?

15 MR. LEO LONGO: Other than, as I  
16 indicated on Saturday, January 7, I would have had a  
17 brief phone call with Corrine Kennedy. That was my  
18 initial heads up that this was happening.

19 And so when I got this request from the  
20 mayor on the Wednesday, I was out of town and said I'd  
21 be coming back in later in the day. Do they know what  
22 this was about?

23 It just seemed to make sense to ask  
24 them if they knew anything because it was -- it was a  
25 cold call for -- for me. I didn't know what it was

1 about.

2 MR. JOHN MATHER: And we see -- saw  
3 from your notes it doesn't appear that Ms. Clark or --  
4 sorry -- Mr. Clark or Ms. Kennedy attended at the  
5 conference call, and that's an issue you raise in this  
6 email. You ask if it'd be appropriate or necessary.  
7 Do you remember if you had any further conversations  
8 with them?

9 MR. LEO LONGO: I -- I do not recall  
10 any further discussion.

11 MR. JOHN MATHER: So if we scroll up  
12 to the top email. So Ms. Kennedy writes back:

13 "I think Ron and I are both  
14 available to attend. Please let me  
15 know if we should just come."

16 So talking about that. And then she  
17 says:

18 "I spoke with Ed this morning and he  
19 made it clear that the mayor had  
20 expectations that there be no red  
21 flags that come up on Monday night.  
22 This may be what she is calling  
23 about, but we can discuss further  
24 later."

25 Do you remember what -- what did you

1 understand Ms. Kennedy to mean by "no red flags"?

2 MR. LEO LONGO: Just that didn't want  
3 any glitches, I guess, on Monday night.

4 And remember, this is at a time where I  
5 haven't yet spoken to the mayor about what it is she  
6 wanted to even talk to me about. So before I had my  
7 initial discussion with the mayor and deputy mayor,  
8 this is what my partner's conveying to me as to what  
9 Ed Houghton has -- has advised.

10 MR. JOHN MATHER: Did you have any  
11 understanding at all what was meant by "no red flags"?

12 MR. LEO LONGO: I do not.

13 MR. JOHN MATHER: This email  
14 contemplates there may have been a further discussion  
15 between you and Ms. Kennedy. Do you remember  
16 discussing this further with her?

17 MR. LEO LONGO: I don't recall any  
18 further discussion, and I think I just took the call  
19 then at 3:00.

20 MR. JOHN MATHER: Was there anything  
21 that Ms. Cooper said on the call at 3:00 that you  
22 understand to be potentially what the red flags were  
23 that she was talking about?

24 MR. LEO LONGO: I think other than  
25 what I testified earlier that I believe the mayor said

1 to me, Leo, this is a good deal for the municipality.,  
2 and I guess look at the agreements.

3 And I was almost that I -- I was being  
4 asked to, as I say, give a -- the Town-solicitor  
5 blessing to the agreements. And we'll get into  
6 momentarily how I felt I couldn't really get into that  
7 at all.

8 MR. JOHN MATHER: So if we could pull  
9 ARB 14.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So this is an email  
14 from Mr. Clark to you, and it's -- he says:

15 "Two more issues of which you should  
16 be aware. We, Aird & Berlis, have  
17 inserted a clause whereby  
18 Collingwood could repurchase its  
19 shares at the sale price for one  
20 year following the transaction."

21 He dubs that seller's remorse and then  
22 says: "This right was bargained away by Collingwood."  
23 Then he notes that that was not in the RFP, and  
24 PowerStream considered it a deal breaker. And then he  
25 references a:

1 "Side letter giving Collingwood/  
2 Collus a right of first refusal  
3 should PowerStream wish to acquire,  
4 merge with, or otherwise enter into  
5 a strategic business relationship  
6 with certain utilities in the  
7 Georgian Triangle central Ontario  
8 region"

9 Do you recall receiving this email at  
10 the time?

11 MR. LEO LONGO: Yes.

12 MR. JOHN MATHER: Do you -- what was  
13 your understanding of why Mr. Clark thought you needed  
14 to be aware of these issues?

15 MR. LEO LONGO: I really didn't have  
16 a -- an understanding about why I was getting this  
17 that -- that day, other than I was up in Collingwood  
18 that day and later that afternoon, they would be going  
19 into close session. So maybe he was just advising me  
20 of two points he wanted me to be aware of.

21 MR. JOHN MATHER: Did you follow-up  
22 with him about why he thought you needed to be aware  
23 of these issues?

24 MR. LEO LONGO: No. I was in -- I was  
25 up here on other matters working on other files and

1 knew I would get to see him later on in the day when  
2 he arrived up. But there didn't seem to be any action  
3 request of me on this. This was just a here, be aware  
4 of this. So I read it, but I didn't see it as  
5 requiring any response.

6 MR. JOHN MATHER: Did you raise or  
7 discuss any of these issues with anyone at the Town  
8 after you received it?

9 MR. LEO LONGO: No.

10 MR. JOHN MATHER: Did you ever have  
11 any conversations with anyone at the Town about what  
12 Mr. Clark dubbed the seller's remorse clause?

13 MR. LEO LONGO: I did not. I was  
14 never asked about it.

15 MR. JOHN MATHER: Did you make any  
16 enquiries as to who bargained away that right as  
17 reflected in Mr. Clark's email?

18 MR. LEO LONGO: Sorry. Who?

19 MR. JOHN MATHER: So Mr. Clark writes:  
20 "This right was bargained away by Collingwood."

21 MR. LEO LONGO: I'm sorry. I'm  
22 missing --

23 MR. JOHN MATHER: Sorry. In point 1,  
24 it says:

25 "We have inserted a call right

1                   whereby Collingwood could repurchase  
2                   its shares at the sale price for one  
3                   year following the transaction."

4                   And then it says: "This right was  
5 bargained away by Collingwood."

6                   MR. LEO LONGO:    I had no understanding  
7 of that or independent knowledge of that.

8                   MR. JOHN MATHER:   Did you make any  
9 enquiries about that or who bargained that right away?

10                  MR. LEO LONGO:    I did -- I did not.  
11 At this point -- at 10:29 on Monday morning, I'm still  
12 probably going through some of the agreements.

13                  MR. JOHN MATHER:   At that point in  
14 time, did you know who was negotiating on behalf of  
15 the Town of Collingwood in the transaction?

16                  MR. LEO LONGO:    I wasn't aware of  
17 anybody doing it, as I've indicated in the -- in my  
18 testimony.

19                  MR. JOHN MATHER:   And item number 2,  
20 did you speak with anyone about the confidential side  
21 letter that's referenced there?  Speak with anyone at  
22 the Town?

23                  MR. LEO LONGO:    I don't believe I did.

24                  MR. JOHN MATHER:   Can we pull up  
25 CJI6303?

1 THE HONOURABLE FRANK MARROCCO: Just  
2 before they do that, did I understand you to say that  
3 you were up in Collingwood on other matters? That  
4 would have been in January?

5 MR. LEO LONGO: On that -- on that  
6 day, January 16.

7 THE HONOURABLE FRANK MARROCCO: Did  
8 you -- was there an expectation that you were going to  
9 attend the Council meeting on the Monday night?

10 MR. LEO LONGO: I was. There was a --  
11 there was a second item in closed session that day  
12 dealing with the sale of a rail line that Collingwood  
13 owned.

14 So I was up here partly to deal with  
15 that, and I -- I'd have to check my notes, but there  
16 was some planning matters as well that I was working  
17 on with other staff of -- of the municipality that  
18 day.

19 THE HONOURABLE FRANK MARROCCO: Do you  
20 think the reference to "no red flags" was an  
21 indication that if you were asked about this at the  
22 Council meeting, you shouldn't put up any red flags  
23 about it?

24 MR. LEO LONGO: Yes.

25



1 CONTINUED BY MR. JOHN MATHER:

2 MR. JOHN MATHER: If we could pull up  
3 CJI6303?

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: And if we could  
8 scroll down at page 11. Scroll down further.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: Sorry. Just one  
13 moment.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: While we're trying  
18 to find the specific location -- you were in town on  
19 January 16th, 2012. We're about to go to the email  
20 chain that we've been discussing. Other than that  
21 email chain, did you have any in-person discussions  
22 with Deputy Mayor Lloyd or Sandra Cooper prior to the  
23 meeting on January 16th, 20 --

24 MR. LEO LONGO: I do not believe so.

25 MR. JOHN MATHER: Did you have any

1 conversations with Ms. Wingrove?

2 MR. LEO LONGO: I may have.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Sorry. So if we  
7 could pull up CJI6303 and go to page 8.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: And scroll down to  
12 the bottom of this chain. So keep scrolling -- going  
13 down. Okay, up.

14 So this is an email dated January 16th,  
15 2012. And you -- we've -- I -- I believe -- is this  
16 the first email in the chain that we've been  
17 discussing that you had with Sandra Cooper and Mayor  
18 (sic) Lloyd on January 16th?

19 MR. LEO LONGO: Yes.

20 MR. JOHN MATHER: And you say that  
21 you've reviewed the latest drafts -- draft agreements,  
22 and they propose the reps and warranties to be made by  
23 the Town and the Services Board.

24 You indicate that you will review the  
25 reps and warranties and determine whether the Town can

1 make them.

2 What did you mean by that?

3 MR. LEO LONGO: My recollection was  
4 there were reps and warranties that included, for  
5 example, statements about no environmental  
6 contamination on some of the properties that the Town  
7 had or that Collus had, and a warranty that they were  
8 -- they were clean properties.

9 I had no idea if those were -- that was  
10 so or whether the Town should even be making those  
11 reps and warranties, so I raised that in my initial  
12 email with -- with the Mayor and Deputy Mayor, and I  
13 think I asked my partner, John Mascarin, to also take  
14 a look at the reps and warranties as to whether he  
15 thought they were in the normal range of reps and  
16 warranties one would expect to be made, or given,  
17 excuse me.

18 MR. JOHN MATHER: Other than reviewing  
19 and following up on the reps and warranties, what  
20 other provisions of the agreements did you review or  
21 consider?

22 MR. LEO LONGO: There was not much  
23 that I -- that I felt I could comment on. As I say,  
24 the financial structuring of the -- of the deal and  
25 the financial aspects of it -- any of it, was beyond

1 my knowledge and -- and ability to comment on, and  
2 that's what I said. And I asked, has the Town  
3 received advice that's receiving fair value, because I  
4 had no idea.

5 MR. JOHN MATHER: When you asked the  
6 Town whether they had received advice that they were  
7 receiving fair value, who were you contemplating that  
8 they would receive or could have received that advice  
9 from?

10 MR. LEO LONGO: Their financial  
11 advisors, their auditors. I don't know who -- what  
12 consultants they engage on the financial side of  
13 things. It just wasn't evident to me on the face of  
14 the documents that anyone had looked at it, so I  
15 wanted to raise it with them.

16 MR. JOHN MATHER: On the financial  
17 side, was there anything -- any other -- any other  
18 advisors that you weren't sure had been en -- en --  
19 engaged and who may need to be engaged?

20 MR. LEO LONGO: No, not -- not really.  
21 I mean, I had the agreements for about a half day, the  
22 Sunday afternoon and then the Monday morning, and then  
23 I was starting to write these emails, so this was my  
24 initial email out, because clearly the agreements were  
25 much more detailed than -- than I could comment on and

1 I wanted them to be aware of that.

2 MR. JOHN MATHER: Other than saying  
3 that you can't comment on the financial aspects of the  
4 deal, did you tell them that there was any other  
5 portions of the agreements you couldn't comment on?

6 MR. LEO LONGO: No, but that -- that  
7 pretty much took a big chunk of the agree -- my  
8 understanding of what the agreement was.

9 MR. JOHN MATHER: The agreements  
10 contemplated things like buy-sell provisions, so ways  
11 that the Town or PowerStream could exit the  
12 partnership, provisions about the competition --  
13 compens -- composition of the Board of Directors,  
14 certain decisions that would require unanimous  
15 shareholder consent.

16 Did you review or provide advice on  
17 those types of provisions?

18 MR. LEO LONGO: I didn't. I provided  
19 no advice on any of that corporate information. It's  
20 beyond my capabilities to do so.

21 MR. JOHN MATHER: And did you express  
22 that to the Mayor and Deputy Mayor?

23 MR. LEO LONGO: That's what this email  
24 was meant to do. I may have just said financial  
25 aspects, but I was including in that the broader sense

1 of it.

2 MR. JOHN MATHER: Okay. Did they --  
3 did you ever explain out of -- outside of this email  
4 chain what you meant by financial aspects when you  
5 told --

6 MR. LEO LONGO: No.

7 MR. JOHN MATHER: -- them this?  
8 Sorry?

9 MR. LEO LONGO: No.

10 MR. JOHN MATHER: Okay. So if we  
11 could scroll up.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: Actually scroll down  
16 a little bit, going back just to the top of the  
17 initial email.

18 We see that Ms. Wingrove is not  
19 included on the recipients of the email.

20 Do you know why she was not included?

21 MR. LEO LONGO: I think because my  
22 initial call and my only discussion to that point was  
23 with the Mayor and Deputy Mayor via that January 11  
24 call, that my Monday morning email or Monday at noon  
25 email was addressed to them because they were the ones

1 who said take a look at the agreements, so I was  
2 writing to them directly.

3 MR. JOHN MATHER: And to be fair, you  
4 did speak with Ms. Wingrove though on -- earlier in  
5 January, as --

6 MR. LEO LONGO: I believe I did that  
7 day, and -- and I must say in hindsight, I'm kind of  
8 surprised I didn't send a copy to the CAO but I sent  
9 it to the Mayor -- Mayor and -- and Deputy Mayor  
10 probably because they were the ones who spoke to me.

11 MR. JOHN MATHER: And why in hindsight  
12 are you surprised you didn't send it to the CAO?

13 MR. LEO LONGO: I just would -- would  
14 normally -- I don't normally deal with the politicians  
15 directly. My client is the elected Council at large.  
16 I don't deal with individual members normally, so it's  
17 -- that's what I said I usually took instructions from  
18 the clerk, the planning director, and the CAO.

19 MR. JOHN MATHER: So was it out of the  
20 ordinary in this instance that you were dealing --  
21 appears to be a --

22 MR. LEO LONGO: Yeah.

23 MR. JOHN MATHER: -- fair bit with the  
24 Mayor and Mr. Lloyd?

25 MR. LEO LONGO: At -- that call, it

1 was an unusual call. I didn't usually get calls like  
2 that.

3 MR. JOHN MATHER: And did you express  
4 that to them on the call?

5 MR. LEO LONGO: No, because they would  
6 know that they -- they never called me previously, so  
7 I wouldn't have to point that out to them.

8 MR. JOHN MATHER: Fair enough. So if  
9 we could scroll up. So we have Mayor Cooper responds  
10 to your email, where she indicates:

11 "Collus has included -- included  
12 Corrine and Ron from A&B to review  
13 documents."

14 And then she references David McFadden  
15 and then KPMG, who are involved, and they all feel the  
16 agreement is fair. And -- and that's her response.

17 And then scroll up. And you write  
18 partially:

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

23 What did you mean by that?

24 MR. LEO LONGO: Well, first of all,  
25 that's what I understood at the time, that Ron and



1 Karen were acting for Collus. I felt that they needed  
2 to know that it was possible that the Town's interests  
3 may not be identical and I wanted to expressly state  
4 that, put it -- ask them to think about that, because  
5 the previous email was telling me all about Collus and  
6 all the people who had looked at it from the Collus  
7 side of things, and I just wanted to say, well, that's  
8 nice but your interests may be different.

9                   And at this stage, I -- I -- I'm not  
10 making an allegation that there are difference of  
11 interest, but there could potentially be a difference  
12 of interest, just one I couldn't advise on, but I  
13 wanted them to think about it.

14                   MR. JOHN MATHER: Why wouldn't you be  
15 in a position to advise on the difference of interest  
16 if there was one?

17                   MR. LEO LONGO: Well, because I just  
18 didn't understand the -- the deal on its complexities  
19 to the extent. I knew Collingwood was a hundred  
20 percent shareholder of Collus. I knew that.

21                   So on one (1) level, it would appear  
22 that, well, if you're the shareholder, you're --  
23 you're the same interest. But I just didn't know that  
24 -- because I don't do corporate law, I don't know if  
25 there's something different between the shareholder

1 and the -- the company itself that might have affected  
2 the Town's interests.

3 MR. JOHN MATHER: And we'll continue  
4 going through this email chain, but what -- based on  
5 your answer, do you recall if you ever identified to  
6 Ms. Cooper or Mr. Lloyd that whether or not there was  
7 a conflict was something that you would not be able to  
8 assess?

9 MR. LEO LONGO: Other than the emails  
10 I've expressed, no, I think -- I thought those were  
11 clear.

12 MR. JOHN MATHER: So if we could  
13 scroll up. So this response comes from Deputy Mayor  
14 Lloyd, and he says:

15 "Hi Leo. As always, I appreciate  
16 your counsel and suggestions as they  
17 relate to our municipality. I  
18 respectfully want to respond to your  
19 one (1) point about Collus and the  
20 municipality not necessarily having  
21 the same best interests. The fact  
22 is that the best interests of the  
23 Town have been the driving force and  
24 objective for his -- for this entire  
25 nich -- initiative. Both the mayor

1 and I have been part of the review  
2 team along with the Board that  
3 serves at the pleasure of Council.  
4 It is also important to recognize  
5 that on a consistent basis, Council  
6 has been fully briefed and provided  
7 unanimous support to continue with  
8 this direction. I trust this  
9 addresses your point in a  
10 satisfactory manner."

11 And then if we scroll up, you respond:

12 "Rick, I understand that you, the  
13 mayor, and Council believe this  
14 proposal is in the best interests of  
15 the Town. I'm not questioning that  
16 at all."

17 And then you go on to say:

18 "My earlier email addresses  
19 something different, i.e., that the  
20 lawyers preparing the agreements are  
21 representing entities other than the  
22 Town. I simply wished" --

23 Sorry.

24 -- "I simply wished to bring this to  
25 your attention as you move forward

1                   on this."

2                   Other than what you've said, did you  
3 have -- and -- already, did you have any particular  
4 concerns about Ron and Corrine representing Collus and  
5 -- as opposed to the Town?

6                   MR. LEO LONGO:    I didn't have any  
7 concerns about what they were doing.  I -- I just -- I  
8 thought it was for Collus and not for the Town.  I  
9 raised it with the mayor and deputy mayor, and both of  
10 them in separate emails said, No, we believe our  
11 interests are aligned.

12                   So I think it was, Thanks for raising  
13 it, but we think there's no issue there.  Let's move  
14 on.

15                   MR. JOHN MATHER:   Other than -- other  
16 than you raising it and -- and receiving the response,  
17 did you expect the mayor or the deputy mayor to do  
18 anything else with the information that you were  
19 providing them?

20                   MR. LEO LONGO:    No.  As -- as I say,  
21 they were the ones who initiated the request that I  
22 look at the agreements, so I then provided them with  
23 the -- my concern and my issues, and they responded to  
24 it.

25                   And like many clients, they -- they

1 sometimes follow advice, and sometimes they choose not  
2 to follow advice. And it's not that I was even giving  
3 advice here. It was just flagging an issue, and in  
4 both of their responses, indicated to me they didn't  
5 see it as an issue.

6 MR. JOHN MATHER: Did you ever provide  
7 them with any options about how they could address  
8 this potential conflict if they wanted to look into it  
9 further?

10 MR. LEO LONGO: No, because there  
11 didn't seem to be a door open to even have that  
12 conversation with them. They were saying that they  
13 were satisfied that the interests were being  
14 protected.

15 MR. JOHN MATHER: And if we scroll up  
16 the email chain, you see that Mr. Lloyd responds to  
17 you, saying:

18 "Thank you for your prompt response,  
19 Leo. I must say that I expect I am  
20 pleased that the firm of Aird &  
21 Berlis will in general be looking  
22 after the interests the Town of  
23 Collingwood and its ownership of  
24 Collus. I only expect that you and  
25 your colleagues provide the best

1 guidance possible to us in our  
2 company of Collus. I totally  
3 understand your responsibility and  
4 that of Aird & Berlis in general, as  
5 I understand mine and look forward  
6 to a very positive outcome of this  
7 Transaction."

8 Other than this response and the  
9 response you saw earlier from Mr. Lloyd and Mayor  
10 Cooper, was there anything else that gave you the  
11 sense that they didn't want to -- they didn't see an  
12 issue that needed to be looked into further here?

13 MR. LEO LONGO: No, that's it. And  
14 the fact that I normally did work in response to  
15 specific questions or tasks that were posed of me by  
16 the client, and there were no further questions raised  
17 by the client respecting this, so there was nothing  
18 for me further to do.

19 MR. JOHN MATHER: So then if we can  
20 scroll back down your response, one (1) of the things  
21 you say is:

22 "It is clear that those drafting the  
23 agreements wanted Town input and  
24 Town eyes on the proposed reps and  
25 warranties."

1                   What did you mean by that?

2                   MR. LEO LONGO:    I can't recall.  I --  
3 I can't remember if the draft agreement may have even  
4 had a note to draft about needing the -- the reps and  
5 warranties to be checked.

6                   MR. JOHN MATHER:   And when you say "it  
7 is clear that those drafting the agreements," who did  
8 you mean by "those"?  Who are the -- who are they?

9                   MR. LEO LONGO:    That -- that was an  
10 unnamed those because I didn't really know who had  
11 drafted the agreements.

12                  MR. JOHN MATHER:   Did you have any  
13 understanding about who had drafted the agreements?

14                  MR. LEO LONGO:    I did not that point  
15 at that point.  I knew -- I -- I assumed that Ron and  
16 Corrine had had involvement in them, but I don't know  
17 if they were the only people drafting them or not.

18                  MR. JOHN MATHER:   And then it says --  
19 well, actually -- did you have any question -- did you  
20 have any conversations with Mr. Clark or Ms. Kennedy  
21 where they indicated to you that they wanted you to  
22 look at the agreements from the Town perspective?

23                  MR. LEO LONGO:    I can't say so with a  
24 hundred percent certainty.

25                  MR. JOHN MATHER:   And then you read in

1 the email, Ed isn't on the -- Ed is in the loop on  
2 this. What did you mean by that?

3 MR. LEO LONGO: I don't know what that  
4 refers to, but I note that because I mentioned both  
5 John Mascarin and Ed in that email, I was certain to  
6 copy both of them with that response.

7 MR. JOHN MATHER: And so we see that  
8 you copied Mr. Houghton and Mr. Mascarin. Do you know  
9 at this point in time why you didn't include Ms.  
10 Wingrove?

11 MR. LEO LONGO: I -- I can't other  
12 than it was 6:17, and we were probably already in a  
13 Council meeting at that time. Council meetings  
14 normally started at five o'clock, Your Honour. So I -  
15 - I may be answering these emails from that desk over  
16 there while the meeting's going on.

17 MR. JOHN MATHER: So if we could  
18 scroll back up to Mr. Lloyd's response at the top of  
19 the email chain. So one (1) of the things that Mr.  
20 Lloyd said in his evidence is that he viewed the Town  
21 and Collus as being one (1) entity or one (1), and  
22 that he did not believe the entity being sold needed -  
23 - the entity being sold being Collus and the owner of  
24 that entity being the Town needing separate  
25 representation.



1                   Is that when you understood him to be  
2     expressing to you in these emails?

3                   MR. LEO LONGO:     I think he was  
4     expressing to me he understood why I was raising the  
5     issue, but that he also understood his role and looked  
6     forward to a positive outcome, and I think this was  
7     like a -- bringing this issue to an end.

8                   MR. JOHN MATHER:    Mr. Lloyd also said  
9     in his evidence that if you, Mr. Longo, had a concern  
10    -- a further concern about this issue, he believed you  
11    would have advised the Town to get independent legal  
12    advice, and he indicated that he understood that to be  
13    an -- an obligation that you had.

14                   What is your reaction to that?

15                   MR. LEO LONGO:     I don't ever remember  
16    -- I -- I don't remember any discussion with him about  
17    independent legal advice. The -- the whole import of  
18    my emails that day was to flag my limited -- my  
19    inability to deal with certain aspects -- significant  
20    aspects of the agreement, wondering who had been  
21    looking at it from the Town's perspective, and raising  
22    the issue, Was the Town's interest being addressed?

23                   The mayor and deputy mayor both wrote  
24    back, saying, Thanks, but we believe they are. And as  
25    I say, that's where it ended.

1 MR. JOHN MATHER: Did the conversation  
2 go any further after this email chain?

3 MR. LEO LONGO: No.

4 MR. JOHN MATHER: So now I want to ask  
5 you some questions about the January 16th in -- in  
6 camera meeting.

7 THE HONOURABLE FRANK MARROCCO: Just -  
8 - just before you do that, Ms. Wingrove contacted you  
9 before any of these emails took place, correct?

10 MR. LEO LONGO: On January 9, I had a  
11 brief discussion with her when she asked me to raise  
12 those three (3) issues with Ms. Kennedy. But I'm sure  
13 I spoke with Ms. Wingrove during that day on the 16th.

14 THE HONOURABLE FRANK MARROCCO: Was  
15 she generally concerned that the Town's interests were  
16 not being addressed? Is that why she contacted you?

17 MR. LEO LONGO: I -- I think it's fair  
18 to say she had -- she had some uncertainty about it,  
19 and I don't know if it was the Town's interests  
20 weren't being addressed or if she just didn't feel she  
21 had a full understanding herself of what the deal  
22 entailed and -- and things of that nature.

23 I -- I can't say if -- for certain if  
24 it was one more than the other that was driving what  
25 her concern might have been, but -- but I believe she

1 was the one who probably said why don't you sit in on  
2 the closed session when Ron and John Rockx and others  
3 are going to be presenting, because I thought maybe  
4 she might have wanted me to hear that so that if she  
5 did have follow-up questions, she might be able to  
6 then know that I had a -- a better knowledge base than  
7 I had going into that -- that time period.

8 THE HONOURABLE FRANK MARROCCO: And  
9 the second question I have is these emails at 6:47 PM  
10 between yourself and Mr. Lloyd, the Council meeting is  
11 going on at that time.

12 I take it nobody -- is that right?

13 MR. LEO LONGO: I believe -- normally  
14 they started at five o'clock, Your Honour.

15 THE HONOURABLE FRANK MARROCCO: And no  
16 -- nobody was assisting Mr. Lloyd in drafting his  
17 response to you?

18 MR. LEO LONGO: I'm guessing not.

19

20 CONTINUED BY MR. JOHN MATHER

21 MR. JOHN MATHER: So I just want to  
22 clarify -- I'm going to ask you some questions about  
23 the January 16th meeting.

24 I -- at first I thought you -- I  
25 understood you to say that you attended the meeting to

1 speak to another matter that was before Council.

2 Before the meeting, did you know that there would also  
3 be a presentation about Collus?

4 MR. LEO LONGO: Oh, yes.

5 MR. JOHN MATHER: You --

6 MR. LEO LONGO: Because I -- I had the  
7 red flag, you know, email from the Wednesday.

8 MR. JOHN MATHER: And did anyone,  
9 whether Ms. Wingrove or the Mayor or the Deputy Mayor  
10 ask you to attend the meeting specifically to -- to be  
11 there for the Collus presentation?

12 MR. LEO LONGO: My recollection was I  
13 think it was the CAO who -- who asked, and I -- back  
14 in those days they would do closed session meetings in  
15 the Braniff Room across the -- across the hall, and I  
16 was in attendance and sitting in a corner and just  
17 observed.

18 MR. JOHN MATHER: What do you recall  
19 about the Collus presentation at that meeting?

20 MR. LEO LONGO: I recall Ron Clark,  
21 John Rockx, and Ed Houghton making detailed  
22 presentations to Council.

23 MR. JOHN MATHER: Did you speak at all  
24 about the shared -- share sale transaction?

25 MR. LEO LONGO: I didn't -- I didn't

1 address Council at all at that meeting.

2 MR. JOHN MATHER: Were you asked any  
3 questions?

4 MR. LEO LONGO: I was not.

5 MR. JOHN MATHER: So if we could pull  
6 up TOC 531801. Do you recognize this presentation?

7 MR. LEO LONGO: Yes.

8 MR. JOHN MATHER: Were you involved in  
9 preparing this presentation?

10 MR. LEO LONGO: I was not.

11 MR. JOHN MATHER: And it's a  
12 presentation setting out an update on the discussions  
13 with PowerStream about the share sale. Were you asked  
14 to review it before the meeting?

15 MR. LEO LONGO: I -- I was not and did  
16 not.

17 MR. JOHN MATHER: So if we could go to  
18 slide 15. So this is a slide that's identifying  
19 outstanding issues as -- as it relates to the ongoing  
20 negotiations and discussion of the share purchase  
21 transactions, and there's four (4) items listed,  
22 holding company between Town and CUS, source of  
23 financing, service agreements, and calculation of the  
24 recapitalization dividend methodology.

25 Were you involved in resolving any of

1 these outstanding issues?

2 MR. LEO LONGO: No, the -- this is all  
3 Greek to me, I --

4 MR. JOHN MATHER: Do you know who from  
5 the Town was involved in the negotiations to resolve  
6 these outstanding issues?

7 MR. LEO LONGO: I do not.

8 MR. JOHN MATHER: If we could turn up  
9 paragraph 492 of the Foundation Document.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So I'm going to ask  
14 you some questions about the authorization by-law  
15 drafting process.

16 MR. LEO LONGO: Yes.

17 MR. JOHN MATHER: So this paragraph  
18 reflects that on January 17th, the day after the  
19 January 16th meeting, you prepared an initial draft of  
20 the authorization by-law.

21 Do you recall being involved in the  
22 drafting of the authorization by-law?

23 MR. LEO LONGO: Yes.

24 MR. JOHN MATHER: Do you recall why  
25 you prepared the initial draft?

1 MR. LEO LONGO: I was requested to do  
2 so.

3 MR. JOHN MATHER: Who requested you to  
4 do that?

5 MR. LEO LONGO: I can't recall with  
6 100 percent certainty, but it would have been either  
7 the CAO or the clerk.

8 MR. JOHN MATHER: Do you recall why  
9 Ms. Wingrove or Ms. Almas wanted you to do the initial  
10 draft?

11 MR. LEO LONGO: Hopefully so that it  
12 could be done right.

13 MR. JOHN MATHER: Fair enough. Do you  
14 have any specific recollection of either of them  
15 saying to you the rationale for having do the first  
16 draft?

17 MR. LEO LONGO: No.

18 MR. JOHN MATHER: Ms. Almas said in  
19 her evidence that she thought it was unusual that you  
20 prepared the first draft, because typically her or  
21 someone in her office would prepare drafts of by-laws.

22 Did you agree at the time that it was  
23 unusual for you to do the first draft?

24 MR. LEO LONGO: I know we've drafted  
25 by-laws in the past, it wasn't the normal rule of

1 business to do so. But I'm sure I -- I had a template  
2 of the Town's by-law in the past, dealing with  
3 previous by-laws they may have asked me to do an  
4 initial draft on.

5 But it was -- it was unusual but not --  
6 never done before.

7 MR. JOHN MATHER: So you had drafted  
8 by-laws in the past. Have you ever drafted by-laws  
9 relating to the sale of a Town asset?

10 MR. LEO LONGO: No.

11 MR. JOHN MATHER: So on the  
12 distribution list, which you can see at the bottom of  
13 paragraph 492, the email sent to Mr. Houghton, Ms.  
14 Almas, Ms. Wingrove, and John Mascarin.

15 MR. LEO LONGO: Correct.

16 MR. JOHN MATHER: Do you know why you  
17 included Ed Houghton on the distribution list?

18 MR. LEO LONGO: I included Mr.  
19 Houghton because normally in by-laws you have whereas  
20 clauses, and I had no -- not enough background to  
21 understand how best to describe the sale in a concise  
22 and effective way.

23 So I drafted the version, left the  
24 whereas' blank and asked Mr. Houghton to provide some  
25 assistance in drafting just the whereas portion of the



1 -- of the by-law because I thought he could do it in a  
2 more expeditious and less expensive way to the client.

3 MR. JOHN MATHER: So if we could  
4 scroll down to paragraph 493. So this paragraph  
5 excerpts two of the sections of the draft by-law that  
6 you created in your initial draft.

7 MR. LEO LONGO: Yes.

8 MR. JOHN MATHER: Looking at the first  
9 one, that the Mayor and clerk be authorized to execute  
10 the share purchase agreement and the shareholder's  
11 agreement with PowerStream, respecting the purchase of  
12 shares of Collingwood Utility Services Corp., once  
13 those agreements are in a form and content to the  
14 satisfaction of the Town's solicitor.

15 What was the purpose of that draft  
16 provision of the by-law?

17 MR. LEO LONGO: Normally in an  
18 authorization by-law it's the Mayor and clerk who --  
19 who affix their signatures to agreements, so that's  
20 what the first part of the agreement that -- that  
21 clause addresses.

22 Once those agreements are in a form and  
23 context to the satisfaction of the Town's solicitor, I  
24 inserted, because I knew that the status of the  
25 agreements, even on January 17th, were still very

1 draft and they were outstanding matters, you took me  
2 to the slide before from the -- the evening closed  
3 session meeting, that the agreements weren't in -- in  
4 any way, shape or form in a final form.

5                   And so I thought it prudent that  
6 knowing that the agreements were still being worked  
7 on, that it made sense that they be authorized to sign  
8 only once the Town solicitor had looked at it and said  
9 yes, this agreement is on all fours with the  
10 agreements that you may have seen back when you  
11 authorized this, and there's been no change in their  
12 nature. So that -- that's why I added the -- that  
13 final words of that clause.

14                   And similarly with number 3, because  
15 there -- the agreement did speak to conditions  
16 precedent that required certain things to be done  
17 before the closing could occur, it made sense that  
18 Town staff and/or the Town solicitor report back to  
19 Council to say that all of those preconditions had  
20 been satisfied with the statement that they had been  
21 satisfied or maybe even explaining how they had been  
22 satisfied, because at this stage, the agreements did  
23 have certain preconditions and it made sense to me  
24 that Council be aware and advise that the  
25 preconditions had been met.

1 MR. JOHN MATHER: Why -- why in your  
2 mind was that a good idea to have them be --

3 MR. LEO LONGO: I thought it was  
4 prudent. I thought it was a legally prudent thing to  
5 do.

6 MR. JOHN MATHER: What would be  
7 legally prudent about that?

8 MR. LEO LONGO: That Council that's  
9 authorizing the -- the agreements in authorizing them  
10 were telling staff, but you come back to us and tell  
11 us that everything has been -- all the I's have been  
12 dotted, the T's have been crossed, and we're now in a  
13 position to close.

14 MR. JOHN MATHER: Would Council at  
15 that point then have an opportunity to do anything if  
16 they -- if there was something about the update that  
17 they didn't like or there was a concern about a  
18 condition precedent?

19 MR. LEO LONGO: I don't think they  
20 would change the deal, but I think they'd want to make  
21 sure that the deal they thought they were approving  
22 was indeed the deal they were signing. They were  
23 getting, excuse me.

24 MR. JOHN MATHER: When you inserted  
25 these two provisions in the draft by-law, did you take

1 them from a precedent or experience you had in  
2 drafting previous by-laws?

3 MR. LEO LONGO: No, I think -- I think  
4 I just drafted those. Certainly clause 2 was the  
5 standard clause and I just added the -- in the form  
6 and content. So that -- that was pretty standard.

7 Number 3, I'm not sure if I had seen a  
8 precedent for that, but I just thought it was, I say,  
9 a prudent thing to include.

10 MR. JOHN MATHER: Did you take any  
11 steps before drafting the by-law to look into what is  
12 normally or typically involved in a by-law for the  
13 sale of a town asset?

14 MR. LEO LONGO: No, I didn't. I  
15 didn't think that was necessary.

16 MR. JOHN MATHER: Why didn't you think  
17 that was necessary?

18 MR. LEO LONGO: Because I felt these  
19 two clauses made good sense.

20 MR. JOHN MATHER: At this point in  
21 time you're sending a draft by-law to Mr. Houghton,  
22 Ms. Almas, and Ms. Wingrove. Would you have  
23 understood that your draft of the by-law was protected  
24 by any form of privilege?

25 MR. LEO LONGO: I would have the --

1 thought that my draft back to Town staff was to be  
2 kept with Town staff and for them to provide their  
3 comments back to me.

4 MR. JOHN MATHER: And if that was the  
5 case would it -- and -- and your understanding then be  
6 privileged?

7 MR. LEO LONGO: I can't say I've ever  
8 put my mind to that question as to whether it was  
9 privileged or not, just what was expected.

10 MR. JOHN MATHER: Scroll down to  
11 paragraph 494. So this paragraph describes that  
12 Dennis Nolan, who was Executive Vice President  
13 Corporate Services and Secretary of PowerStream sent  
14 Mr. Houghton a revised version of the draft by-law  
15 that you had prepared.

16 Were you aware that Mr. Nolan or anyone  
17 at PowerStream was reviewing your draft by-law?

18 MR. LEO LONGO: I was not.

19 MR. JOHN MATHER: At that point in  
20 time would you have expected someone at PowerStream to  
21 be reviewing and providing comments on your draft by-  
22 law?

23 MR. LEO LONGO: I did not expect  
24 anyone from PowerStream to be commenting on the by-  
25 law.

1 MR. JOHN MATHER: Why would you not  
2 expect that?

3 MR. LEO LONGO: It's a Town by-law,  
4 it's a Council authorizing by-law. Council should be  
5 the ones setting out the terms for their own bylaw.

6 MR. JOHN MATHER: And if you see --  
7 we'll take quickly a look at some of the changes Mr.  
8 Nolan suggested he added where as clauses. He  
9 replaced the requirement that the -- the share  
10 purchase agreement and unanimous shareholder agreement  
11 be in a form and content to the satisfaction of the  
12 Town solicitor, replacing that with a form and content  
13 to the satisfaction of the mayor.

14 Pausing on that one (1), did you -- do  
15 you have any views on changing it from the  
16 satisfaction of the Town solicitor to the satisfi --  
17 satisfaction of the mayor?

18 MR. LEO LONGO: I think that was --  
19 that was not appropriate. And no disrespect to the  
20 mayor, but these agreements are pretty challenging  
21 agreements. And I just wouldn't have thought that she  
22 could speak to both the form and the content of these  
23 agreements as being to her satisfaction --

24 MR. JOHN MATHER: And then --

25 MR. LEO LONGO: -- solely.

1 MR. JOHN MATHER: And then in item C,  
2 there's the removal of the requirement that Town staff  
3 and the solicitor report back to Council before the  
4 closing of the transaction. Did you -- do you have  
5 any views on that being removed?

6 MR. LEO LONGO: Yeah. I think that  
7 was inappropriate, as well. And -- and I note, Your  
8 Honour, for the -- for the record, that three (3)  
9 times -- twice I put that clause back in, and the  
10 third time, Ron and Corrine put that clause in, and it  
11 still never got in, the -- the ultimate version.

12 MR. JOHN MATHER: With respect to  
13 that, it's my understanding that with the clause  
14 involving the transaction agreements to be in a form  
15 and content to the satisfaction of the Town solicitor,  
16 which was changed to the mayor, that change wasn't put  
17 back in. Is that --

18 MR. LEO LONGO: No, no. I was  
19 speaking about the reporting back to Council.

20 MR. JOHN MATHER: My question then,  
21 with the other change, why was that not put back in if  
22 you thought that was appropriate and the mayor was not  
23 in a position to, you know, provide that form of  
24 satisfaction?

25 MR. LEO LONGO: I think when I got

1 back the version from Mr. Houghton that -- that had  
2 changed it and deleted both, I guess I was weighing,  
3 if there was a clause I wanted back in, which one (1)  
4 did I think was more important.

5                   And I thought maybe the hill to die on  
6 was -- was 'C', that staff re -- report back to  
7 Council before the deal was finalized in order to  
8 speak to the closing. That was more significant to  
9 me.

10                   Its omission was more significant to me  
11 than the form and content to the satisfaction of the  
12 mayor in my hopes that the mayor would seek the advice  
13 of either the CAO clerk, or maybe even the Town's  
14 lawyer, before doing something.

15                   MR. JOHN MATHER: Did you have any  
16 discussions with the mayor or anyone at the Town about  
17 these considerations you've just walked us through  
18 about, you know, I would like both, but one's better  
19 than none?

20                   MR. LEO LONGO: No, because this  
21 happened in a compressed time frame, in about -- it  
22 started 5:14 on January 17 and January 18 at 3:18.  
23 So, less than twenty-four (24) hours I've done my  
24 draft, I've done my first comment. And then the pen's  
25 taken out of my hand.



1 MR. JOHN MATHER: And so, if we keep  
2 scrolling through down some of the back and forth that  
3 you've discussing as reflected in these paragraphs --  
4 keep going to paragraph 495. So, stop there.

5 We see that Mr. Houghton forwards you  
6 the draft as edited by Mr. Nolan. When Mr. Houghton  
7 sent you that draft did he advise you that Mr. Nolan  
8 had made the changes?

9 MR. LEO LONGO: He did not.

10 MR. JOHN MATHER: Who did you  
11 understand had made the changes at that point in time?

12 MR. LEO LONGO: Mr. Houghton and any -  
13 - and any Town staff he may have consulted.

14 MR. JOHN MATHER: Were you aware of  
15 him consulting with Town staff about the draft bylaw?

16 MR. LEO LONGO: No.

17 MR. JOHN MATHER: So, if we can scroll  
18 down to paragraph 496 we see that -- further to what  
19 you were discussing, that you reinserted the  
20 requirement of a report back to Council in relation to  
21 the conditions precedent.

22 And then I would ask if we could pull  
23 up -- so just pausing here. This is an email at 3:18  
24 p.m., just so you can reference that.

25 MR. LEO LONGO: Yes.

1 MR. JOHN MATHER: So, if we could pull  
2 up ARB234.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: And if we could go  
7 to page 11, please. So, this is an email from you on  
8 January 18th, 2012, at 3:18 p.m. So, this is the  
9 email that's being referenced in the document. And  
10 you say:

11 "Further -- to all, further to our  
12 conference call this afternoon,  
13 please see the revised draft that  
14 incorporates much of what was  
15 discussed  
16 As directed, this bylaw will not  
17 cite any statutory provisions within  
18 the where as clauses."

19 And then you say:

20 "I have left in section 4 of the  
21 bylaw. If it is felt that such a  
22 provision is unnecessary or  
23 undesirable, you can remove it."

24 And if we scroll down, the draft bylaw  
25 that's attached, section 4 is the reporting back

1 requirement with respect to conditions precedent.

2 Do you remember sending the email  
3 suggesting that if that -- it is felt that is  
4 unnecessary, it can be removed?

5 MR. LEO LONGO: I think I was already  
6 so -- I thought it worth the effort to put it in  
7 again. But, again, I didn't want there to be a  
8 suggestion that -- that I was being difficult or being  
9 unreasonable, and so I said, Here's a clause I'm  
10 recommending, but if you don't think it's necessary,  
11 you don't have to have it there.

12 And this is addressed to the mayor, the  
13 deputy mayor, the CAO clerk, so I sent it to everyone.  
14 I was looking for their buy-in that this was a  
15 worthwhile clause.

16 MR. JOHN MATHER: Did you have a  
17 concern at this point in time that you may be viewed  
18 as being difficult, or I think you said unreasonable,  
19 but I don't -- in terms of what you were suggesting  
20 for the draft authorization bylaw?

21 MR. LEO LONGO: I didn't think this  
22 was an unreasonable clause at all.

23 MR. JOHN MATHER: Why would you be  
24 concerned that you may -- it's possible you may be  
25 seen as difficult such that you would suggest it's

1 okay to remove this if they really wanted?

2 MR. LEO LONGO: I don't know. I -- I  
3 can't really say why. I -- I maybe wimped and said  
4 but if you want to take it out, take it out. I  
5 obviously thought it was worthwhile and put it back  
6 in.

7 MR. JOHN MATHER: Other than the email  
8 exchanges that are reflected in the Foundation  
9 Document, do you recall having conversations with  
10 anyone at the Town about the draft bylaw in general?

11 MR. LEO LONGO: No, because after that  
12 -- I was not back in Town after that January 16 day,  
13 so -- so the -- the first draft I sent at the close of  
14 business on Tuesday the 17th, and this came close to  
15 close of business on the 18th. That -- that's all I  
16 was dealing with, was through emails, not through  
17 phone calls or anything like that.

18 MR. JOHN MATHER: And other than what  
19 we see in the Foundation Document, did you advise  
20 anyone at the Town at any point in time about what the  
21 affect would be if this provision was not included in  
22 the bylaw?

23 MR. LEO LONGO: No. I think I was  
24 relying on my -- my emails.

25 MR. JOHN MATHER: So, if we could go

1 to paragraph 498 of the Foundation Document. So, this  
2 is a day after the email we were looking at. Ms.  
3 Kennedy writes to you about the bylaw drafting.

4 "After firs -- from further  
5 discussion with Ed and Ron in an  
6 effort to make sure we've covered  
7 all bases with respect to authorize  
8 -- to authorizing at the front end  
9 of this transaction and don't have  
10 to go back, I am working on some  
11 revisions to the bylaw for your  
12 review."

13 Do you under -- do -- did you  
14 understand what Ms. Kennedy meant by:

15 "Authori -- authorizing at the front  
16 end of this transaction and don't  
17 have to go back"?

18 MR. LEO LONGO: Not really.

19 MR. JOHN MATHER: Did you speak with  
20 her at any point about what she meant by that?

21 MR. LEO LONGO: No. But the -- the  
22 ultimate version of what she prepared to achieve that  
23 goal still had the clause that I had drafted.

24 MR. JOHN MATHER: So, I believe you're  
25 referring to what's discussed in the next paragraph,

1 paragraph 499. And this is a draft that Ms. Kennedy  
2 circulates back to you and -- Mr. Longo and Mr. Clark.

3 And if you scroll down, is that where  
4 you're referring to in subparagraph (c) --

5 MR. LEO LONGO: Yes.

6 MR. JOHN MATHER: -- the  
7 reestablishing of the requirement that there be a  
8 report back? So, if we could now go to paragraph 501.

9 THE HONOURABLE FRANK MARROCCO: Just -  
10 - just before you do that, if you -- if you'd just go  
11 back to the top of 498.

12 Did you think when you received this  
13 that she was being tactful in a way that she's being  
14 asked to work on the bylaw and that would be normally  
15 something you would expect a municipal lawyer to work  
16 on? How did you take it?

17 MR. LEO LONGO: I just took it that  
18 Ron and Corrine had further discussions with Mr.  
19 Houghton and thought they were improving the  
20 authorization bylaw and would I -- so, I felt, Your  
21 Honour, the pen had been taken out of my hand they  
22 were working on it, but they still wanted me to take a  
23 look at it.

24 I took a look at it, saw that it had  
25 the clause in it about reporting back to Council. And

1 I wrote back and said it's fine or -- or something,  
2 so.

3 THE HONOURABLE FRANK MARROCCO: Okay.

4

5 CONTINUED BY MR. JOHN MATHER:

6 MR. JOHN MATHER: So, if we can go to  
7 paragraph 501.

8 MR. LEO LONGO: Yeah.

9 MR. JOHN MATHER: So, on the same day,  
10 and the day being referred to here is January 19th,  
11 this is an email that I appreciate that you're not  
12 included on, but it's from Paul Bonwick to Mayor  
13 Cooper, Rick Lloyd, and Ed Houghton.

14 And Mr. Bonwick writes that:

15 "Ed mentioned that the mayor had  
16 asked for a motion to be available  
17 for a meeting this afternoon for  
18 review by CAO Clark and Ed.

19 I would respectfully suggest that  
20 the mayor bring in Rick and Leo  
21 either in person or online. This  
22 will provide an opportunity to  
23 provide a clear direction to Leo and  
24 the CEO from both members of the  
25 review team, who also happen to be

1 the mayor and deputy mayor.

2 If the mayor believes this to be a  
3 reasonable approach, I suggest it  
4 must take place this afternoon."

5 Do you recall having a conversation  
6 with the people identified in this email on January  
7 19th, 2000 --

8 MR. LEO LONGO: I did not.

9 MR. JOHN MATHER: You did not have the  
10 conversation or you do not recall having the  
11 conversation?

12 MR. LEO LONGO: I did not have the  
13 conversation.

14 MR. JOHN MATHER: So, if we could  
15 scroll down to paragraph 502. This is another email  
16 from Mr. Bonwick on the same day in which he says:

17 "The meeting went very well this  
18 afternoon with the Town's lawyers,  
19 mayor, deputy mayor, CAO, and Ed.  
20 The motion is completely -- is  
21 completely in keeping with our  
22 discussion."

23 This suggests that a meeting did happen  
24 and one (1) of the things discussed at the meeting was  
25 the satisfaction requirement. Does that refresh your



1 memory at all about whether or not you had a meeting  
2 in and around this time?

3 MR. LEO LONGO: I was not in town on  
4 January 19. I was Alliston at an MAAH seminar dealing  
5 with the growth plan for the Greater Golden Horseshoe.  
6 I didn't have any involvement with anyone, I don't  
7 believe, on January 19 other than the -- other than  
8 taking a look at the bylaw that Ms. Kennedy prepared,  
9 so I didn't attend any meetings in Collingwood that  
10 day.

11 MR. JOHN MATHER: Is it possible you  
12 attended a meeting by teleconference?

13 MR. LEO LONGO: It's not possible.  
14 I've looked at my dockets. There's no reference to  
15 any meeting.

16 MR. JOHN MATHER: The basis for your  
17 statement that you didn't attend or participate in any  
18 meeting, your dockets?

19 MR. LEO LONGO: Sorry?

20 MR. JOHN MATHER: Is that the only  
21 basis on which you -- you --

22 MR. LEO LONGO: I have no recollection  
23 of attending a meeting that's described here.

24 MR. JOHN MATHER: And it's not  
25 reflected in your dockets?

1 MR. LEO LONGO: That's right.

2 MR. JOHN MATHER: Is there any other  
3 reason you believe you did not attend this meeting?

4 MR. LEO LONGO: It's hard to prove a  
5 neg -- like, a negative. I just don't rem -- recall  
6 the -- the meeting.

7 MR. JOHN MATHER: Fair enough. And I  
8 just wanted to explore --

9 MR. LEO LONGO: Yeah.

10 MR. JOHN MATHER: -- that. Can we go  
11 to ALE2075?

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: And if we could  
16 scroll down to the -- to the bottom of the email. So,  
17 scroll up. Scroll up so we can see. There we go.  
18 So, this is an email dated February 29th, 2012.

19 We'll discuss it, but it involves Ron  
20 Clark sending you some -- a memorandum and some  
21 documents relating to the share sale transaction?

22 MR. LEO LONGO: Right.

23 MR. JOHN MATHER: Before I ask  
24 questions about that, between January 18th and  
25 February 29th, do you recall having any involvement in

1 the share chales -- share sale transaction?

2 MR. LEO LONGO: None whatsoever.

3 MR. JOHN MATHER: So we see in this  
4 email chain that Mr. Clark is providing you some  
5 documents, the purpose of which are to brief the mayor  
6 and the clerk, and there's also an explanatory  
7 memorandum.

8 If we scroll up, you then send that  
9 email and those attachments on to Ms. Cooper and  
10 Ms. Almas with a copy to Ms. Wingrove and  
11 Mr. Houghton.

12 Do you know why you sent the agreements  
13 to the mayor and Ms. Almas?

14 MR. LEO LONGO: At 8:22 that evening,  
15 Ron Clark sends me the two (2) final versions of the  
16 agreement and a two (2) page memo. And I just  
17 received it and within forty (40) minutes, I flipped  
18 it to my client because I assumed these were the final  
19 documents, and they wanted me to make sure that the  
20 client had them -- the Town had them.

21 MR. JOHN MATHER: Did you have a  
22 specific -- did you have a conversation with Mr. Clark  
23 about why he was sending you the documents?

24 MR. LEO LONGO: I don't recall having  
25 a discussion with him prior to receiving the email.

1 MR. JOHN MATHER: When you send the  
2 email to Ms. Cooper and Ms. Almas, you say:

3 "I'd be happy to discuss this with  
4 you at your convenience."

5 Do you recall having a discussion with  
6 them about the documents you sent?

7 MR. LEO LONGO: I was part of a phone  
8 call the next day.

9 MR. JOHN MATHER: And what do you  
10 recall about that phone call?

11 MR. LEO LONGO: It was -- I was there,  
12 I thought, mostly as a resource person to answer any  
13 questions, hopefully that I could answer, that would  
14 be posed of me by any of the participants of that  
15 call. I don't recall actually being asked much on  
16 that call that day.

17 MR. JOHN MATHER: Do you recall who  
18 was on the call?

19 MR. LEO LONGO: I think the mayor,  
20 Ed Houghton, CAO, clerk. I can't recall if Ron and  
21 Corrine were on that call or not but...

22 MR. JOHN MATHER: Is there anything  
23 that stands out in your memory about that call?

24 MR. LEO LONGO: No.

25 MR. JOHN MATHER: In her evidence,

1 Ms. Almas spoke about a phone call that occurred at  
2 some point prior to the first signing on March 6th,  
3 2012, and she discussed a -- she described the phone  
4 call as heated and referenced her recollection which  
5 was that Ms. Wingrove had several targeted questions  
6 about the agreements and that Ed -- Mr. Houghton was  
7 trying to respond to those question and address her  
8 concerns.

9 Do you have a recollection of being on  
10 a phone call that generally -- along those lines?

11 MR. LEO LONGO: I was on the call  
12 on -- on March 1. I -- I can't recall whether it was  
13 heated. I -- what I do recall was that I was not  
14 asked much while I was on the call.

15 MR. JOHN MATHER: On the call that you  
16 recall on March 1, do you remember if Ms. Wingrove had  
17 a lot of questions or any questions?

18 MR. LEO LONGO: I don't recall much of  
19 the call.

20 MR. JOHN MATHER: Prior to the signing  
21 of the transaction documents on March 6th, 2012, did  
22 you have any other conversations with Ms. Wingrove  
23 about the nature of the transaction documents?

24 MR. LEO LONGO: I don't believe so. I  
25 think a day before they signed the -- the contract, I

1 have a docket entry that I may have spoken to the  
2 clerk. She may have had a question about something  
3 which I dealt with very quickly.

4 MR. JOHN MATHER: And I take it from  
5 your response there, you don't recall what that  
6 question would have been.

7 MR. LEO LONGO: It was very routine.

8 MR. JOHN MATHER: Was it your  
9 understanding at the time of the signing in March 6th,  
10 2012 that the Town was satisfied with the nature of  
11 the agreements they were entering into?

12 MR. LEO LONGO: Yes.

13 MR. JOHN MATHER: And how did you come  
14 to form that understanding?

15 MR. LEO LONGO: Their lack of wanting  
16 any further work to be done on it by -- by me.

17 MR. JOHN MATHER: You suggested  
18 earlier that in the email chain where you talked about  
19 the -- you couldn't comment on the financial aspects  
20 and have that involve the fact that you couldn't speak  
21 to certain governance issues and other matters in the  
22 agreements.

23 Do you know if anyone from your firm  
24 provided the Town advice on the transaction documents  
25 on those components of them?

1                   MR. LEO LONGO:    It would only be Ron  
2 or Corrine that would have done so.  And I'm not sure  
3 if they did it to the Town itself or through their  
4 understanding that they were representing the Town as  
5 the shareholder of -- of Collus.

6                   MR. JOHN MATHER:    Were you aware of  
7 the Town having any other -- any other law firm or  
8 lawyers involved in the transaction?

9                   MR. LEO LONGO:    I wouldn't -- I'm not  
10 aware that there were any other lawyers involved.

11                  MR. JOHN MATHER:    So going back to the  
12 email on the screen, it attached versions of the Share  
13 Purchase Agreement and the Unanimous Shareholders  
14 Agreement, and it also attached a memorandum as well  
15 as other documents.

16                  Did you review the attachments prior to  
17 sending this to the mayor and --

18                  MR. LEO LONGO:    I did not review it  
19 prior to sending.

20                  MR. JOHN MATHER:    Did you review them  
21 after sending it?

22                  MR. LEO LONGO:    In -- in preparation  
23 for the March 1 call, yes.

24                  MR. JOHN MATHER:    And what was your  
25 scope of review at that time?

1 MR. LEO LONGO: Just reading them.

2 MR. JOHN MATHER: Do you remember  
3 having any comments on the documents?

4 MR. LEO LONGO: No. I don't recall  
5 being asked about it.

6 MR. JOHN MATHER: Do you recall having  
7 any reactions to anything you saw in the documents or  
8 anything that you thought was worth exploring?

9 MR. LEO LONGO: No.

10 MR. JOHN MATHER: So if we could open  
11 ALE2084, please?

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: So this was the  
16 memorandum that was included in the email, and if we  
17 scroll down, we see that it provides information about  
18 the documents to be signed.

19 And I apologize if I miss it, but did  
20 you review this memorandum after you sent it on?

21 MR. LEO LONGO: Prior to the call,  
22 yes.

23 MR. JOHN MATHER: Okay. At the time  
24 that you reviewed the memorandum, did you understand  
25 this document to be subject to any form of privilege?



1                   MR. LEO LONGO:    I would have thought  
2 so.  I mean, this is an internal document explaining  
3 legal agreements for the -- for Collingwood's benefit.

4                   MR. JOHN MATHER:    Just a couple more  
5 questions relating to the signing in March 2012.

6                   Another thing Ms. Almas stated in her  
7 evidence when she was discussing a phone call which  
8 she described where there was a heated conversation,  
9 she suggested in her evidence that you were not  
10 familiar with some of the industry-specific elements  
11 of the agreements, such as relating to utilities or  
12 electricity distributors.

13                   Is that a fair characterization?

14                   MR. LEO LONGO:    Sure.

15                   MR. JOHN MATHER:    And another thing  
16 Ms. Almas said was that it was Town policy that a  
17 solicitor needed to review agreements before they were  
18 executed.  Was that your understanding at the time?

19                   MR. LEO LONGO:    Yes.

20                   MR. JOHN MATHER:    Sorry.

21                   MR. LEO LONGO:    Yes.

22                   MR. JOHN MATHER:    We can't talk over  
23 each other.  It makes the court reporter's life more  
24 difficult.

25                   If we could pull up paragraph 540 of

1 the Foundation Document?

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: This is a  
6 paragraph -- so March 5th, 2012, we understand this to  
7 be the day before the transaction documents are  
8 signed, the initial signing. Ms. Kennedy writes to  
9 you and tells you to expect an email from John Rockx  
10 explaining that the dividends declared as a result of  
11 the upcoming share sale will be lower than expected.  
12 After receiving this information, you asked Ms.  
13 Kennedy whether Mr. Rockx was preparing any further  
14 documentation.

15 Do you recall an issue involving the  
16 dividend being lower than expected?

17 MR. LEO LONGO: Actually, I couldn't  
18 remember this independently, but once I read through  
19 what I -- I remember why I probably had no  
20 recollection was because I was told there was nothing  
21 further for me to do.

22 MR. JOHN MATHER: And you're referring  
23 to the last sentence, Leo and Ed Houghton --

24 MR. LEO LONGO: Yes.

25 MR. JOHN MATHER: I appreciate that --

1 let me put it this way -- when you reviewed this email  
2 chain recently, did that refresh any memory about you  
3 receiving the email from Ms. Kennedy that Ed Houghton  
4 is briefing the mayor?

5 MR. LEO LONGO: I'm certain I received  
6 the email.

7 MR. JOHN MATHER: Do you recall at the  
8 time having any form of reaction to the fact that  
9 Ed Houghton appeared to briefing the -- was going to  
10 be briefing the mayor on this issue?

11 MR. LEO LONGO: I -- I did -- on one  
12 level, I didn't understand why I was getting an email  
13 telling me that John Rockx from KPMG was going to be  
14 sending me something because I had had no  
15 conversations or any connection with Mr. Rockx ever.  
16 So this one sort of came out of the blue.

17 MR. JOHN MATHER: So our understanding  
18 is the issue with the dividend is that it was  
19 estimated to be a certain amount as part of the RFP  
20 process and the negotiation process, and then it  
21 turned out that it was going to be less than what had  
22 been anticipated.

23 Is that the sort of thing you would  
24 have expected you would have been asked questions  
25 about in your role as Town solicitor?

1 MR. LEO LONGO: No. But it was  
2 something I -- it was something I would have expected  
3 the Town to be told about and have it explained to  
4 them.

5 And that's why I asked whether Mr.  
6 Rockx would be preparing documentation and submitting  
7 it to the -- to the municipality for them to  
8 understand because the financial side of the deal was  
9 not something that I was ever commented on.

10 MR. JOHN MATHER: Other than the  
11 emails reflected in this paragraph, did you have any  
12 further involvement on this issue?

13 MR. LEO LONGO: No, I did not.

14 MR. JOHN MATHER: Did you know who at  
15 the Town was discussing the -- who at the Town was  
16 discussing with PowerStream what the dividend would  
17 be? Like who was negotiating with them on that issue?

18 MR. LEO LONGO: I -- I did not.

19 MR. JOHN MATHER: Did you make any  
20 enquiries about who was doing it?

21 MR. LEO LONGO: I did not.

22 MR. JOHN MATHER: If we could pull up  
23 ALE --

24 THE HONOURABLE FRANK MARROCCO: Just  
25 before you do that, but I -- but you had in earlier

1 emails asked who was giving the Town financial advice.

2 MR. LEO LONGO: I never had a response  
3 back.

4 MR. JOHN MATHER: If we could pull up  
5 ALE --

6 MR. FREDERICK CHENOWETH: That's not  
7 entirely true, Your Honour. There was a response  
8 back, and Mr. Lloyd gave a response back and told him  
9 they were dealing with KPMG, et cetera, and did so at  
10 an earlier time.

11 THE HONOURABLE FRANK MARROCCO:  
12 Mr. Longo gave me his answer. I -- I don't  
13 understand. Then put it to him on cross-examination,  
14 and see what he says.

15 MR. FREDERICK CHENOWETH: Yes. Thank  
16 you, Your Honour.

17

18 CONTINUED BY MR. JOHN MATHER:

19 MR. JOHN MATHER: Well, if we could  
20 pull up ALE 2230?

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: Scroll down. So  
25 this is a letter dated March 1st, 2012. Scroll up a

1 bit.

2                   It is a letter that appears to be  
3 signed in connection with the closing -- or the first  
4 signing of the transaction. It's from the mayor in  
5 which she writes that the Town of Collingwood will  
6 continue to purchase the services as described in the  
7 services agreements and that in connection with the --  
8 with amendments that may be required that those  
9 amendments will be in compliance with certain OEB  
10 regulations.

11                   Were you aware -- did you review this  
12 letter before it was signed by the mayor?

13                   MR. LEO LONGO:     No.

14                   MR. JOHN MATHER:    Were you asked to  
15 review the letter before it was signed?

16                   MR. LEO LONGO:     No.

17                   MR. JOHN MATHER:    Did you have any  
18 discussions with anyone at the Town about the  
19 implications or the legal effects of a letter like  
20 this?

21                   MR. LEO LONGO:     No.

22                   MR. JOHN MATHER:    And I take it from  
23 your earlier answers you don't know who negotiated  
24 this letter on behalf of the Town.

25                   MR. LEO LONGO:     I do not know.

1 MR. JOHN MATHER: And if we could pull  
2 up ARB108.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Actually, you can  
7 take that down. So after the signing on July 31st --  
8 sorry -- March 6th, 2012, there was a second signing  
9 of documents on July 31st, 2012 which was the formal  
10 closing of the transaction, and it occurred after the  
11 OEB had approved the transaction.

12 Were you involved in any of the  
13 discussions or negotiating -- negotiations leading up  
14 to the July 31st signing?

15 MR. LEO LONGO: I was not.

16 MR. JOHN MATHER: Were you aware that  
17 it was happening?

18 MR. LEO LONGO: Vaguely but...

19 MR. JOHN MATHER: What do you mean by  
20 "vaguely"?

21 MR. LEO LONGO: Well, I knew that the  
22 deal in March had been signed, so that's -- I assumed  
23 it would close.

24 MR. JOHN MATHER: Did you have any  
25 expectation in March that you would be involved prior

1 to closing, whenever that occurred in the future?

2 MR. LEO LONGO: No. There was no  
3 indication that I would be involved.

4 MR. JOHN MATHER: Did you ever make  
5 inquiries about whether any further assistance or  
6 advice would be needed from you?

7 MR. LEO LONGO: I did not.

8 MR. JOHN MATHER: Why not?

9 MR. LEO LONGO: Because I act when my  
10 client asks me to do things, and no one was asking for  
11 my involvement in the matter.

12 MR. JOHN MATHER: If we can go to  
13 paragraph 615 and 6 -- sorry, 615 of the Foundation  
14 Document.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So this paragraph  
19 describes -- 615 describes the -- the beginning of the  
20 process for the closing on July 31st, 2012. And if  
21 you scroll down to 616, it describes that the  
22 documents exchanged on the closing on July 31st, 2012,  
23 included a mutual buy-out provision referred to as a  
24 shotgun clause, the unanimous shareholders' approval  
25 of certain corporate actions, and the rights of first



1 refusal.

2 I take it from your answers you were  
3 not asked for any advice or input on these provisions?

4 MR. LEO LONGO: That's correct.

5 MR. JOHN MATHER: Would you have  
6 expected that the Town would get legal advice on  
7 provisions relating to, you know, buy-sells in the  
8 event that one -- when someone needed to exit the  
9 partnership?

10 MR. LEO LONGO: I didn't have any  
11 expectation as to what the Town would -- would want in  
12 the way of additional legal advice.

13 MR. JOHN MATHER: Do you know if they  
14 asked anyone for legal advice about the governance  
15 provisions of the -- the unan -- the Unanimous  
16 Shareholders' Agreement?

17 MR. LEO LONGO: I'm not aware if they  
18 did.

19 MR. JOHN MATHER: Can we pull up --  
20 actually go to paragraph 621 of the Foundation  
21 Document.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: So, this paragraph

1 describes what happened with the shared services  
2 agreement, which I -- I've referenced earlier. It  
3 references what happens on the March 6th signing and  
4 then if we scroll down it talks about a letter that  
5 was signed and relating to the July 31st closing where  
6 there was an agreement to review and revise the  
7 agreements within twelve (12) months.

8                   And if we pull up CPS6970, we can see  
9 the letter itself.

10

11

(BRIEF PAUSE)

12

13

MR. JOHN MATHER:    If we just scroll  
14 down -- oh, it's 516 pages. Well, we -- that's a lot  
15 of pages.

16

I'll put it -- so do you remember being  
17 shown a letter relating to the shared services  
18 agreement on July 31st, 2012?

19

MR. LEO LONGO:    I don't recall being  
20 shown any of this, no.

21

MR. JOHN MATHER:    And I take it, it's  
22 safe to say from your earlier answers, you were not  
23 asked to give any advice on the effect of that letter  
24 and the shared services going forward?

25

MR. LEO LONGO:    That's correct, yeah.

1 MR. JOHN MATHER: If we can go to  
2 paragraph 749 of the Foundation Document.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: So, paragraph 749  
7 and going forward described interactions that you had  
8 with Mr. Brown in 2015, who was then the CAO of the  
9 Town, as well as with Mr. Clark.

10 Have you had an opportunity to review  
11 those exchanges?

12 MR. LEO LONGO: Yes.

13 MR. JOHN MATHER: So -- and the  
14 exchanges relate to who was representing who in the --  
15 in the share purchase trans -- transaction.

16 If we scroll down to 750, on March 4th,  
17 2015, you write to Mr. Clark in response to a question  
18 about who was the lawyer of record that represented  
19 the Town, and you said to Mr. Clark it wasn't you.

20 Do you remember why you said that?

21 MR. LEO LONGO: Because I didn't know  
22 that Ron had been retained by the Town of Collingwood.

23 MR. JOHN MATHER: In these email  
24 exchanges, Mr. Clark states his understanding that he  
25 was retained or was at least acting on behalf of the

1 Town of Collingwood. This is in March 2015.

2 Did you learn that he -- he had that  
3 view prior to these exchanges in March 2015?

4 MR. LEO LONGO: No, I don't -- I don't  
5 think I knew of that prior to these emails being  
6 exchanged with CAO Brown.

7 MR. JOHN MATHER: And then you say at  
8 the end of this email:

9 "Frankly, I believe the -- the Town  
10 chose not to have a lawyer of record  
11 on this transaction."

12 MR. LEO LONGO: I think what -- what  
13 CAO Brown was asking for was, he was asking me, Leo,  
14 why did -- why did you not send us the closing  
15 document book, and I said to him, I've never seen the  
16 closing document book. It wasn't my -- I wasn't  
17 involved at all in that matter on behalf of the Town,  
18 and it was dri -- driving CAO Brown somewhat to  
19 distraction that he couldn't -- didn't understand why  
20 the Town didn't receive a -- the closing document  
21 book, and that's when he got into the debate that you  
22 see in these emails about, well, who -- who was acting  
23 for whom.

24 MR. JOHN MATHER: At any point in the  
25 transaction did you understand, other than the role

1 that you've explained to us today, whether the Town  
2 had any lawyer representing their interest in the  
3 transaction?

4 MR. LEO LONGO: No, other than --  
5 other than the brief involvement I had in it, I wasn't  
6 aware of the Town having any separate representation.

7 MR. JOHN MATHER: Did that concern you  
8 at the time?

9 MR. LEO LONGO: Yes. I mean, part of  
10 the reason I wrote those emails on -- on January 16th.

11 MR. JOHN MATHER: So if we go to  
12 paragraph --

13 THE HONOURABLE FRANK MARROCCO: Just  
14 before you do that, if the Town was represented, would  
15 you have expected the lawyer representing the Town to  
16 have forwarded the --

17 MR. LEO LONGO: Sorry, would --

18 THE HONOURABLE FRANK MARROCCO: If the  
19 Town was represented, would you have expected the  
20 lawyer representing the Town to have forwarded the  
21 closing documents to the Town, or the document book,  
22 whatever?

23 MR. LEO LONGO: I would have thought  
24 so.

25

1 CONTINUED BY MR. JOHN MATHER:

2 MR. JOHN MATHER: So if we scroll  
3 down, we see that Mr. Clark responds with his  
4 understanding, which we've discussed, that the Town  
5 had designated Ed to give instructions on behalf of  
6 Collus and the Town.

7 And scroll down to 752. And -- and  
8 this furthers the conversation about who was -- Mr.  
9 Clark's understanding.

10 Other than the emails set out in here,  
11 did you and Mr. Clark have any discussions about the  
12 apparent disagreement about who was representing who?

13 MR. LEO LONGO: No. I -- I remember  
14 just speaking with Ron, you know, in the coffee room  
15 if I'd ever run into him -- we're on different floors,  
16 but -- about John Brown's inquiries and -- and things  
17 of that nature. That sort of bound us together in  
18 2015 on this matter, but no, I don't remember having  
19 any further discussions with Mr. Clark.

20 MR. JOHN MATHER: So if we can go to  
21 paragraph 754. So, this is an email from you to Mr.  
22 Brown and in it you set out what your under -- what  
23 your recollection was of your role in the transaction  
24 -- if we keep scrolling down.

25 MR. LEO LONGO: Right.

1 MR. JOHN MATHER: And have you had an  
2 opportunity to review this email recently?

3 MR. LEO LONGO: Yes.

4 MR. JOHN MATHER: And as -- as far as  
5 you can tell, is it accurate?

6 MR. LEO LONGO: Yes.

7 MR. JOHN MATHER: Then if we go to  
8 paragraph 757 of the Foundation Document.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So on April 7th,  
13 2015, in another email discussing the shared services  
14 agreements -- I understand you became somewhat  
15 involved in those in 2015 -- you stated to Mr. Brown:

16 "A matter I find troubling is that  
17 the Town has -- has had a purchasing  
18 bylaw, Number 2006 42, throughout  
19 this period."

20 And you walk through -- scroll down,  
21 please -- that:

22 "Between the adoption of this bylaw  
23 in 2006 and the PowerStream deal in  
24 2012, the Town had annually --  
25 annually paying Solutions for

1 services without attended --  
2 adhering to the tender and  
3 procurement provisions of the -- the  
4 bylaw. It appears that no  
5 considerations was given to the  
6 bylaw when the various PowerStream  
7 agreements were entered into, and it  
8 appears that the bylaw was not given  
9 consideration when the mayor and  
10 clerk signed the acceptance of --  
11 the acceptance and agreement to July  
12 31st, 2012."

13 What concerned you about this at the  
14 time?

15 MR. LEO LONGO: Well, in -- in 2015,  
16 CAO Brown brought to my attention this shared  
17 servicing agreement, and was asking certain questions  
18 about it, including termination potential.

19 And as I was doing some research to  
20 answer some of the questions he posed, I recall that  
21 we had -- the Town had a purchasing bylaw, and it  
22 didn't appear that there that purchasing bylaw had  
23 been -- had been followed, so I was bringing that fact  
24 to his attention through this email.

25 MR. JOHN MATHER: What are the



1 implications for the purchasing bylaw having not been  
2 followed?

3 MR. LEO LONGO: Well, if you've -- if  
4 you've signed an agreement without going through the  
5 proper procure -- procurement process, I'm not certain  
6 if it makes the agreement void ab initio or maybe  
7 voidable at the -- at the insistence of the Council  
8 once it's brought to their attention that it hasn't  
9 been properly pursued, but I didn't really look into  
10 that in any great details, or what the ramifications  
11 were of it other than to point out that it didn't  
12 appear to have been followed.

13 MR. JOHN MATHER: At the time you were  
14 reviewing the Transaction agreements in January and  
15 March 2012, were you aware of the purchasing bylaw?

16 MR. LEO LONGO: I would have been -- I  
17 would have been aware of its existence, yes.

18 MR. JOHN MATHER: Was it something you  
19 considered when you were reviewing the agreements?

20 MR. LEO LONGO: Well, I didn't -- I  
21 didn't see -- I didn't see this was a matter -- this  
22 was a sale of Collus utility. I didn't know if the  
23 purchasing bylaw -- procurement bylaw applied to that  
24 circumstance. What I was looking at was the -- the  
25 one (1) agreement between the Town and Collus dealing

1 with shared services. It's -- it's a different topic,  
2 I believe.

3 MR. JOHN MATHER: Well, I -- and I --  
4 I ask because the first little 'I' here indicates to  
5 me that you were considering in 2015 the shared  
6 services in the context of the purchasing bylaw --  
7 purchasing bylaw.

8 So do you recall in 2012 if you made  
9 any -- any inquiries about whether or not those  
10 agreements would trigger the purchasing bylaw or be  
11 subject to it?

12 MR. LEO LONGO: Excuse me. In 2012, I  
13 did not put my mind to that issue.

14 MR. JOHN MATHER: Go to paragraph 760.  
15 So just -- I expect I have five (5) minutes or less of  
16 questions. I'm very close to the end, but I'm happy  
17 to break and complete those after lunch.

18 THE HONOURABLE FRANK MARROCCO: Well,  
19 in that case, we'll just sit here for another five (5)  
20 minutes or so.

21 MR. JOHN MATHER: And I appreciate  
22 everyone will be glaring at me as I do this, so.

23 THE HONOURABLE FRANK MARROCCO: Don't  
24 feel under any pressure or anything.

25

1 CONTINUED BY MR. JOHN MATHER:

2 MR. JOHN MATHER: So paragraph 760.  
3 So if we scroll down one -- scroll down so we can see  
4 the date of this email.

5 So it's March 31th, 2012. And if you  
6 scroll up -- or 2015. I said 2012.

7 So it's in an email to Mr. Brown on  
8 March 2015. And you say:

9 "It is accepted that as a member of  
10 the Board of Directors of the  
11 corporation that the mayor owes a  
12 fiduciary duty to that corporation  
13 that is distinct from her duties to  
14 the Town. She also owes a duty to  
15 Council to respect the code of  
16 conduct she signed when assuming  
17 office."

18 Closing -- scrolling down:

19 "Attending the close session,  
20 Council meeting will be placing the  
21 Mayor in a very difficult situation.  
22 She must maintain Council  
23 confidentiality while owing a  
24 fiduciary duty to the arm's-length  
25 corporation for which she sits as a

1 director. Which master does she  
2 serve? Which interest overrides the  
3 other? How is she to reconcile her  
4 competing duties?"

5 Do you recall the context in which you  
6 sent Mr. Brown this email?

7 MR. LEO LONGO: I believe he was  
8 inquiring about just the fiduciary duties of Council  
9 members sitting on boards of -- to which they're --  
10 been appointed to by Council.

11 MR. JOHN MATHER: Do you recall if  
12 this consideration of the Mayor's potential competing  
13 duties was something that was discussed in relation to  
14 the share sale to PowerStream?

15 MR. LEO LONGO: I don't -- I -- I  
16 wasn't privy to any such discussions.

17 MR. JOHN MATHER: Were you ever  
18 provided -- asked to provide any advice on -- on that  
19 issue in that conte --

20 MR. LEO LONGO: I was not.

21 MR. JOHN MATHER: In your experience,  
22 how is -- how is this apparent conflict usually dealt  
23 with?

24 MR. LEO LONGO: It's -- it's a diff --  
25 it's a difficult one to -- to handle, and it -- it's

1 something I've considered for other clients as well.  
2 And I've never really come up with a nice,  
3 compartmentalized answer as to how a sitting Council  
4 member can owe a fiduciary duty to a board and try to  
5 keep their interest distinct.

6                   There's clearly case law that, on  
7 occasion, the courts have been able to give some  
8 guidance as to, for example, how a lower-tier Council  
9 member sitting on an upper-tier Council, like a  
10 regional government versus local government, how they  
11 can deal with each other when the upper tier is buying  
12 land from the lower tier. What's the -- what's the  
13 councillor supposed to do? Who do they owe their  
14 allegiance to, the purchaser or the vendor?

15                   And the courts have given -- tried to  
16 give some guidance on it, but I -- I think it's pretty  
17 much still a grey area, and -- and one that probably  
18 could benefit from some comment.

19                   MR. JOHN MATHER: Are you aware of  
20 this -- again, this conflict -- potential conflict  
21 being raised to Mayor Cooper or anyone on Council the  
22 -- in the 2011 to 2012 period?

23                   MR. LEO LONGO: No one ever approached  
24 me about that topic.

25                   MR. JOHN MATHER: Are you aware of

1 anyone at your firm raising that topic with anyone at  
2 the Town or the mayor?

3 MR. LEO LONGO: I'm not aware of that.

4 MR. JOHN MATHER: Those are my  
5 questions.

6 THE HONOURABLE FRANK MARROCCO: Thank  
7 you. 2:15.

8 Just one (1) other thing. Mr. Longo,  
9 you -- I'm sure your counsel will tell you this, but  
10 you should not discuss your evidence --

11 MR. LEO LONGO: Sure.

12 THE HONOURABLE FRANK MARROCCO: --  
13 with -- during the break.

14 MR. LEO LONGO: Yes, sir.

15

16 --- Upon recessing at 1:07 p.m.

17 --- Upon resuming at 2:21 p.m.

18

19 CROSS-EXAMINATION BY MR. RYAN BREEDON:

20 MR. RYAN BREEDON: Good afternoon, Mr.  
21 Longo, we know each other, my name is Ryan Breedon and  
22 I am counsel for the Town of Collingwood.

23 Just a couple of clarification items  
24 arising out of your evidence this morning. First of  
25 all, you testified that you did some limited review of

1 the agreements, correct?

2 MR. LEO LONGO: M-hm.

3 MR. RYAN BREEDON: "Yes"?

4 MR. LEO LONGO: Yes.

5 MR. RYAN BREEDON: But am I correct  
6 that you were not involved in any of the negotiations?

7 MR. LEO LONGO: You are correct.

8 MR. RYAN BREEDON: Okay, thank you.

9 And then can we look at ARB74.1,  
10 please?

11 So this is the transcription of your  
12 handwritten notes and my friend took you through this  
13 earlier today. Can we scroll down to page 2? Thank  
14 you.

15 Now, do I understand your evidence from  
16 earlier today that looking at this you now believe  
17 that the notes written on page 2 were actually written  
18 after the call?

19 MR. LEO LONGO: That may have been the  
20 case, because I'm wondering how I knew about 8 million  
21 and 7.2 million, I wouldn't have discussed that with  
22 anyone prior to the call.

23 MR. RYAN BREEDON: All right. So  
24 either they were written during the call or after the  
25 call?

1 MR. LEO LONGO: Right.

2 MR. RYAN BREEDON: Not -- not in  
3 advance of the call, as you had previously thought  
4 might be the case?

5 MR. LEO LONGO: That's correct.

6 MR. RYAN BREEDON: All right. And the  
7 -- the price information, the 8 million and the 7.2  
8 million, is that something that was discussed on the  
9 call?

10 MR. LEO LONGO: It -- it may have  
11 been, because I -- I don't know where else I would  
12 have gotten that number.

13 MR. RYAN BREEDON: Do you know what --  
14 what that means, the Town gets 8 million and Collus  
15 gets 7.2 million?

16 MR. LEO LONGO: I seem to remember  
17 people chatting about \$15 million being the proceeds  
18 of the transaction. I'm not sure what the actual  
19 split out means, because -- that's my answer.

20 MR. RYAN BREEDON: So you -- just so  
21 we're clear, looking at this today you don't know,  
22 when it says Collus gets \$7.2 million, what that  
23 refers to?

24 MR. LEO LONGO: That's correct, I  
25 don't.



1 MR. RYAN BREEDON: Okay, thank you.  
2 The January 16th, 2012 presentation, you testified  
3 that you attended the closed session where Mr. Clark  
4 made a presentation about the transaction?

5 MR. LEO LONGO: Yes.

6 MR. RYAN BREEDON: And My Friend took  
7 you to the PowerPoint and that was, I understand,  
8 presented during that meeting?

9 MR. LEO LONGO: M-hm.

10 MR. RYAN BREEDON: "Yes"?

11 MR. LEO LONGO: Yes.

12 MR. RYAN BREEDON: You just have to  
13 say "yes" for the transcript.

14 And I under -- am I correct that you  
15 were not involved in that presentation at all?

16 MR. LEO LONGO: That's correct.

17 MR. RYAN BREEDON: You were there only  
18 for other matters?

19 MR. LEO LONGO: Yes.

20 MR. RYAN BREEDON: All right. And do  
21 you have any recollection of the presentation over and  
22 above what you've told us earlier today?

23 MR. LEO LONGO: No.

24 MR. RYAN BREEDON: Thank you.

25 Now, it appears based on our review of

1 the emails, that -- that you were sending some emails  
2 with a -- Deputy Mayor Lloyd during that meeting.

3                   You testified you thought that -- that  
4 they must have happened during the actual meeting?

5                   MR. LEO LONGO: I don't think those --  
6 the Council had its regular meetings starting at five  
7 o'clock. I can't recall when they went into closed  
8 session that day to take the presentation by Mr.  
9 Clark, Mr. Rockx, and Mr. Houghton.

10                   So it -- it may have been that all my  
11 email exchanges occurred prior to the closed session  
12 meeting.

13                   MR. RYAN BREEDON: Okay, so it could  
14 have been during the open session or it could have  
15 been during the closed session?

16                   MR. LEO LONGO: I -- I don't think I  
17 would have had access to my computer for the closed  
18 session over at the Braniff Room. So I -- my gut  
19 feeling is all of those emails occurred prior to the  
20 closed session meeting commencing.

21                   MR. RYAN BREEDON: Okay. Now, did you  
22 raise the concerns that are addressed in your emails  
23 with Deputy Mayor Lloyd at the closed session?

24                   MR. LEO LONGO: No, I did not speak at  
25 the closed session?

1 MR. RYAN BREEDON: And why not?

2 MR. LEO LONGO: It wasn't my -- wasn't  
3 my meeting, I wasn't asked to.

4 MR. RYAN BREEDON: Okay. Can we look  
5 next at ARB234, please? And at page 11.

6 All right, so this is part of that long  
7 chain of communication about the draft by-law, and you  
8 looked at this particular email earlier today.

9 One thing that I don't think came up,  
10 or if it did I -- I've missed it. In the first line  
11 you'll see it says:

12 "Further to our conference call this  
13 afternoon, please see the revised  
14 draft that incorporates much of what  
15 was discussed."

16 MR. LEO LONGO: Yes.

17 MR. RYAN BREEDON: Do you know what  
18 that conference call was?

19 MR. LEO LONGO: No, I'm not certain  
20 what conference call that would be referring to, but  
21 it does -- it does refer to one, this afternoon.

22 MR. RYAN BREEDON: Presumably given  
23 that you're enclosing the revised draft incorporating  
24 what -- much of what was discussed, presumably on this  
25 call your concerns regarding the by-law were being

1 discussed?

2 MR. LEO LONGO: Can you remind me,  
3 when did Mr. Houghton send me his or the PowerStream  
4 version back to me? Do you recall when that was?

5 MR. RYAN BREEDON: I -- I believe, and  
6 somebody may have to pipe in, I believe that that's  
7 around eleven o'clock that day.

8 MS. BELINDA BAIN: It's page 9.

9 MR. RYAN BREEDON: It's on page 9, if  
10 we scroll up.

11 MR. LEO LONGO: Then I'm not -- I'm  
12 not sure too -- to whom I'm referring to when I said  
13 "further to the conference call", because I'm sending  
14 the email to several people and I know I didn't have a  
15 conference call with all of those people.

16

17 CONTINUED BY MR. RYAN BREEDON

18 MR. RYAN BREEDON: All right. Do you  
19 remember having any conference call regarding these  
20 issues that day?

21 MR. LEO LONGO: I don't -- I really  
22 don't remember a call on January 18.

23 MR. RYAN BREEDON: The transaction  
24 came -- I'm going to move to another topic now. The  
25 transaction came before Council on January 23rd, 2012.

1                   Were you present at that meeting?

2                   MR. LEO LONGO:     I was not.

3                   MR. RYAN BREEDON:   And there was a  
4 staff report circulated to the Council members in  
5 advance of the meeting.

6                   MR. LEO LONGO:     Yes.

7                   MR. RYAN BREEDON:   I take it you had  
8 an opportunity to look at that?

9                   MR. LEO LONGO:     That's correct.

10                  MR. RYAN BREEDON:   Were you consulted  
11 with respect to the staff report in advance of the  
12 meeting?

13                  MR. LEO LONGO:     I don't recall being  
14 so.

15                  MR. RYAN BREEDON:   All right.  And did  
16 you receive a draft copy of the staff report in  
17 advance of the meeting?

18                  MR. LEO LONGO:     I don't recall  
19 receiving one.

20                  MR. RYAN BREEDON:   Similarly, there  
21 was a presentation that was made by a variety of  
22 people and there was a PowerPoint that was displayed  
23 at that meeting.  Have you seen that?

24                  MR. LEO LONGO:     The Council meeting of  
25 the 23rd?

1 MR. RYAN BREEDON: Correct.

2 MR. LEO LONGO: No, I did not. I did  
3 not see it.

4 MR. RYAN BREEDON: Okay, thank you.

5 And again, I take it you didn't provide  
6 any advice regarding the content of either the staff  
7 report or --

8 MR. LEO LONGO: I don't believe I did.

9 MR. RYAN BREEDON: -- or the  
10 PowerPoint presentation?

11 MR. LEO LONGO: I don't believe I did.

12 MR. RYAN BREEDON: Okay. I wanted to  
13 turn to the duties of councillors. You've testified  
14 that you have actually written a paper on this  
15 subject, yes?

16 MR. LEO LONGO: Yes.

17 MR. RYAN BREEDON: I don't have a  
18 copy, so don't worry.

19 MR. LEO LONGO: I'm -- I'm proud of  
20 the paper. I think it's a pretty good paper.

21 MR. RYAN BREEDON: The -- the duty of  
22 councillors is to act in the best interests of the  
23 municipality?

24 MR. LEO LONGO: Yes.

25 MR. RYAN BREEDON: All right. And the

1 Act you've -- you've spoken about before, the  
2 Municipal Conflict of Interest Act, prohibits  
3 councillors from participating in decisions where they  
4 have an actual or a deemed pecuniary interest?

5 MR. LEO LONGO: Correct.

6 MR. RYAN BREEDON: All right. And I  
7 think you've testified that, if that is breached,  
8 there are a number of potential consequences, the  
9 decision can be voided and -- and so on?

10 MR. LEO LONGO: Yes.

11 MR. RYAN BREEDON: All right. You'll  
12 agree though that, even if the Municipal Conflict of  
13 Interest Act is not engaged, councillors,  
14 nevertheless, have a duty to be impartial?

15 MR. LEO LONGO: They have the duty not  
16 to have a closed mind to matters that come before  
17 them.

18 MR. RYAN BREEDON: Right.

19 MR. LEO LONGO: I'm a little -- I'm a  
20 little dubious about using the word 'impartial'  
21 because many councillors get elected having very firm  
22 positions on certain things, on -- on certain matters  
23 that will come before Council.

24 And it's not against their role to hold  
25 or maintain a strong view of a matter as long as their

1 mind remains open to be convinced otherwise.

2 MR. RYAN BREEDON: Right. And you'll  
3 agree, I think, that they can't prefer the interest of  
4 their friends or acquaintances to others?

5 MR. LEO LONGO: They have to act in  
6 what they believe is the best interest for the  
7 municipality.

8 MR. RYAN BREEDON: Right, regardless  
9 of who is before them?

10 MR. LEO LONGO: Yes.

11 MR. RYAN BREEDON: And in your  
12 orientation presentations that you spoke about did --  
13 did you discuss this, the -- the idea that councillors  
14 fundamentally have to act in the best interests of the  
15 municipality?

16 MR. LEO LONGO: If I didn't, I would  
17 imagine that the topic would have been addressed  
18 throughout the two (2) days of orientation that did  
19 take place.

20 MR. RYAN BREEDON: All right. Does  
21 that mean that you -- you may have and you just don't  
22 recall?

23 MR. LEO LONGO: I -- I'm thinking that  
24 I stuck pretty close to my PowerPoint because of time  
25 constraints and other matters, so I think it's more I



1 didn't, but I suspect the topic would have been  
2 addressed --

3 MR. RYAN BREEDON: Do you --

4 MR. LEO LONGO: -- by others.

5 MR. RYAN BREEDON: Do you know that?

6 MR. LEO LONGO: No, other than by  
7 looking at the agenda topics.

8 MR. RYAN BREEDON: And then lastly,  
9 I'd like to just talk about some of the changes that  
10 you testified you thought ought to be made to the  
11 Conflict of Interest Act this morning.

12 Am I correct that, in your view,  
13 siblings should be added to the -- to the list of  
14 group for whom there might be a deemed pecuniary  
15 interest?

16 MR. LEO LONGO: That's correct.

17 MR. RYAN BREEDON: All right. And,  
18 also, I think you testified the spouses of children?

19 MR. LEO LONGO: And siblings.

20 MR. RYAN BREEDON: And, also, the  
21 spouses of -- of siblings. And why do you say that?

22 MR. LEO LONGO: Well, just as a result  
23 of the role I performed in the early '90s on that  
24 Provincial Consultation Committee. It appeared, based  
25 on the submissions we heard from the public, from

1 Council members throughout the Province, that that  
2 seemed to be a logical and desirable revision to the -  
3 - to the Act.

4 MR. RYAN BREEDON: And that was your  
5 opinion back in the '90s?

6 MR. LEO LONGO: And remains the same  
7 today.

8 MR. RYAN BREEDON: Thank you. And are  
9 there any other changes that you feel ought to be made  
10 to the Act?

11 MR. LEO LONGO: I also felt that there  
12 was too much of an onus on an individual elector to,  
13 in essence, bring the matter to court to challenge a  
14 decision made by a councillor who one thought should  
15 have declared a pecuniary interest.

16 And it would have been better had there  
17 been a more independent way of bringing and funding  
18 those kind of matters. What's occurred over the last  
19 decade or so is, now with -- now that we have  
20 integrity commissioners who have broader rights of  
21 investigations themselves, some of that onus has  
22 fallen off the shoulders of the individual elector and  
23 seems to be being picked up by integrity  
24 commissioners.

25 That's a good thing because,

1 unfortunately, it was you had to have someone with  
2 deep pockets who was prepared to go to court on  
3 principle to call someone out if they felt it was  
4 necessary.

5 MR. RYAN BREEDON: Okay. Thank you  
6 very much. Those are my questions.

7

8 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

9 MR. FREDERICK CHENOWETH: Mr. Longo,  
10 my name is Chenoweth, Fred Chenoweth, and I act on  
11 behalf of Mr. Houghton. Am pleased to meet you, sir.

12 MR. LEO LONGO: Good afternoon.

13 MR. FREDERICK CHENOWETH: I note that  
14 you personally had been the solicitor for the Town of  
15 Collingwood, and you described yourself as such, the  
16 Town solicitor, since 2003?

17 MR. LEO LONGO: I started acting for  
18 them in 2003 --

19 MR. FREDERICK CHENOWETH: Thank you.  
20 So --

21 MR. LEO LONGO: -- on a case-by-case  
22 basis. I wasn't -- at that point, Alex Besse, of  
23 Besse Merrifield, were the Town solicitors. I was  
24 involved as special counsel on matters, usually at the  
25 Ontario Municipal Board or when they needed a second

1 opinion on a matter.

2                   It was only subsequently that -- that  
3 we took over more of the day-to-day work for the  
4 municipality.

5                   MR. FREDERICK CHENOWETH: All right.  
6 When was it that you took over the day-to-day work for  
7 the municipality?

8                   MR. LEO LONGO: It would have been in  
9 the period between 2006 and 2010 when Mayor Carrier  
10 was in office.

11                   MR. FREDERICK CHENOWETH: Can you be a  
12 little more specific over that four (4) year period?  
13 In other words, I'm really just trying to get a sense  
14 of how long you had described yourself as the  
15 solicitor for the Town of Collingwood by 2011.

16                   MR. LEO LONGO: Probably for three (3)  
17 years perhaps.

18                   MR. FREDERICK CHENOWETH: Thank you.  
19 Very good. And I take it, through the course of that  
20 three (3) years you had had an opportunity to develop  
21 some -- some relationships at the Town of Collingwood?

22                   MR. LEO LONGO: Yes.

23                   MR. FREDERICK CHENOWETH: Right. And  
24 you had a bit of a sense of the Town by then in that  
25 you'd really been involved on and off since 2003 but

1 as Town solicitor since somewhere between 2006 and  
2 2010.

3 You knew a bit about the Town --

4 MR. LEO LONGO: Yes.

5 MR. FREDERICK CHENOWETH: -- and about  
6 the way it ran?

7 MR. LEO LONGO: Yes.

8 MR. FREDERICK CHENOWETH: And you  
9 would have understood that the -- the Council counted  
10 on you for advice from time to time when they called  
11 you?

12 MR. LEO LONGO: Yes.

13 MR. FREDERICK CHENOWETH: All right.  
14 And you were involved in preparing a presentation for  
15 new councillors in January of 2011?

16 MR. LEO LONGO: Yes.

17 MR. FREDERICK CHENOWETH: And that was  
18 something that, I took from the evidence you gave  
19 earlier, you had done these educational presentations  
20 for new councils, I had a sense, on a number of other  
21 occasions?

22 MR. LEO LONGO: Yes.

23 MR. FREDERICK CHENOWETH: All right.  
24 So, you would have had an opportunity work on your  
25 presentation, to keep it present or -- or keep it

1 current and keep it sharp because it -- it wasn't --  
2 it wasn't only once you were going to it, it was more  
3 than once that you were giving these educational  
4 presentations?

5 MR. LEO LONGO: Yes. The fact that  
6 the legislation hadn't been amended in twenty (20),  
7 thirty (30) years, there wasn't much to add to it from  
8 -- from previous presentations.

9 MR. FREDERICK CHENOWETH: All right.  
10 That was your view, was it?

11 MR. LEO LONGO: Yes.

12 MR. FREDERICK CHENOWETH: All right.  
13 You, of course, would have been anxious to -- to make  
14 sure that your presentation was fulsome, in other  
15 words, that you covered the area of conflicts of  
16 interest and deemed pecuniary interests and  
17 confidentiality and things of that nature.

18 You would want to make sure that your  
19 presentation was full in that respect?

20 MR. LEO LONGO: I would want my  
21 presentation to serve the needs of the client and what  
22 I was requested to present. You mentioned  
23 confidentiality as part of that. Confidentiality  
24 isn't municipal conflict of interest that -- per se.  
25 That's a different aspect of --

1 MR. FREDERICK CHENOWETH: I'm fully  
2 aware of that, yes.

3 MR. LEO LONGO: But I -- I would have  
4 been asked to present on the legislation itself, and  
5 that's what my presentation was about.

6 MR. FREDERICK CHENOWETH: All right.  
7 I take it you obviously would be aware that there  
8 would be other things. You're a municipal expert.  
9 You would have been aware that there were -- would  
10 very possibly be other documents and other case law  
11 and things of that nature that might weigh on matters  
12 that might arise under the Municipal Conflict of  
13 Interest Act.

14 MR. LEO LONGO: Yes.

15 MR. FREDERICK CHENOWETH: And you  
16 would have been aware that things like a code of  
17 ethics might have had some impact on the obligations  
18 of the councillors to disclose -- to disclose matters  
19 of conflicts and concerns?

20 MR. LEO LONGO: My experience with  
21 code -- codes of ethics was that on the issue on  
22 conflict of interest, they would do no more than  
23 repeat the legislation and the requirements under the  
24 Municipal Conflict of Interest Act.

25 Where they would sometimes go in

1 greater detail would be particular aspects, such as  
2 gifts to a councillor and what -- at what value of a  
3 gift would a councillor be expected to disclose that  
4 they had received tickets to a hockey game or some  
5 sort of entertainment.

6 But my experience has been that -- that  
7 those kind of codes of ethics didn't really supplant  
8 the -- the Act. They simply would acknowledge that  
9 the Act existed.

10 MR. FREDERICK CHENOWETH: I'm not sure  
11 whether that's a yes or not a yes to my question,  
12 which was you would have been aware at that time that  
13 the code of ethics and the wording of the code of  
14 ethics would have had the potential to comment on or  
15 affect or explain the responsibilities of a councillor  
16 with respect to conflicts of interest.

17 MR. LEO LONGO: I disagree. I don't  
18 believe a code of ethics explained the Municipal  
19 Conflict of Interest Act.

20 MR. FREDERICK CHENOWETH: I didn't --

21 MR. LEO LONGO: It would simply, in my  
22 experience, have a placeholder that said a councillor  
23 will be aware that the Conflict of Interest Act  
24 applies, and you shall adhere to it. That's, in my  
25 experience, what those kind of codes of ethics



1 addressed.

2 MR. FREDERICK CHENOWETH: All right.  
3 Were you familiar with the code of ethics in  
4 Collingwood? I think you indicated that you were  
5 aware that --

6 MR. LEO LONGO: I was --

7 MR. FREDERICK CHENOWETH: -- in or  
8 about 2011?

9 MR. LEO LONGO: Sorry for  
10 interrupting. I was shown one earlier this morning.

11 MR. FREDERICK CHENOWETH: Very good.  
12 And you would have known at this time, since you've  
13 been involved in the Town of Collingwood since 2003,  
14 that Collingwood had a code of ethics for its  
15 councillors? In 2011 is my question.

16 MR. LEO LONGO: Probably. I don't  
17 recall ever being asked any questions about the code  
18 of ethics up to the -- that point in time.

19 MR. FREDERICK CHENOWETH: But probably  
20 is your answer? As an expert, that's the kind of  
21 thing you'd think you'd want to know?

22 MR. LEO LONGO: I said I was aware  
23 that they had one, but I hadn't been asked any  
24 questions about it up until that time.

25 MR. FREDERICK CHENOWETH: Thank you.

1 In any event, you chose not to make the code of ethics  
2 part of your presentation that you gave to the Town in  
3 January of 2011 for the new Council?

4 MR. LEO LONGO: My client chose what I  
5 was to speak about at that -- during my presentation,  
6 and I was asked to speak about the conflict of  
7 interest. The code of ethics, as I understand it, was  
8 on the agenda and addressed by someone other than  
9 myself.

10 MR. FREDERICK CHENOWETH: Sir, you  
11 indicated that you'd wish your remarks to be fulsome.  
12 Wouldn't that include comments on the code of ethics  
13 if it had any weight with respect to matters of  
14 conflict?

15 MR. LEO LONGO: Sir, my partner  
16 John Mascarin and I were asked to speak on specific  
17 enumerated items. That's what we spoke on. Could we  
18 have spoken on a broader array of topics? Yes. We  
19 weren't asked to, and therefore, we didn't.

20 MR. FREDERICK CHENOWETH: Got it. Did  
21 you give some -- you didn't feel it necessary to talk  
22 about the code of ethics and --

23 MR. LEO LONGO: I wasn't asked to  
24 speak about the code of ethics.

25 MR. FREDERICK CHENOWETH: I

1 understand. I understand. You didn't feel that in  
2 order to make your presentation fulsome, you should be  
3 should be speaking about the code of ethics and that  
4 you were the municipal expert?

5 MR. LEO LONGO: In order to speak on  
6 the Municipal Conflict of Interest Act, that's what I  
7 focussed my presentation on.

8 MR. FREDERICK CHENOWETH: Did you  
9 consider at all the code of ethics -- I'm sorry, not  
10 the code of ethics -- the oath of office. Did you  
11 make any comments with respect to the oath of office  
12 when you were discussing conflicts and the Municipal  
13 Conflict of Interest Act?

14 MR. LEO LONGO: I did not because the  
15 oath of office simply says that as one of the four (4)  
16 things a councillor is giving oath to is that they  
17 will adhere to the Conflict of Interest Act. My topic  
18 was about the conflict of interest.

19 MR. FREDERICK CHENOWETH: And you  
20 indicated that you didn't feel obliged to discuss any  
21 case law that may relate to the matter of conflicts of  
22 interest?

23 MR. LEO LONGO: I didn't believe the  
24 time associated with my presentation permitted any  
25 consideration of case law.

1 MR. FREDERICK CHENOWETH: All right.  
2 So that you didn't choose to raise a case that you say  
3 you were familiar with, a case by Justice Cunningham  
4 in the Mississauga Inquiry.

5 MR. LEO LONGO: Well, that's not case  
6 law. That -- that was an inquiry.

7 MR. FREDERICK CHENOWETH: Okay.

8 MR. LEO LONGO: And no, I didn't -- I  
9 didn't raise that topic as I felt it was beyond the  
10 scope of what I was being asked to speak on.

11 MR. FREDERICK CHENOWETH: All right.  
12 And you were a little tight for time?

13 MR. LEO LONGO: They gave me whatever  
14 time I was given. These -- these seminars have  
15 usually a lot of topics with a -- with only a set  
16 amount of time to deal with them. So...

17 MR. FREDERICK CHENOWETH: In any  
18 event, you didn't raise it.

19 MR. LEO LONGO: I did not raise the  
20 conflict -- the Cunningham Inquiry --

21 MR. FREDERICK CHENOWETH: Thank you.

22 MR. LEO LONGO: -- during my  
23 presentation.

24 MR. FREDERICK CHENOWETH: Thank you.

25

1 (BRIEF PAUSE)

2

3 MR. FREDERICK CHENOWETH: Now, I had a  
4 sense that -- frankly, I didn't have a clear sense as  
5 to what your evidence was with respect to the issue of  
6 confidentiality. You didn't raise it in your  
7 presentation.

8 MR. LEO LONGO: It's not related to  
9 conflict of interest --

10 MR. FREDERICK CHENOWETH: Thank you.  
11 And I didn't get a sense that you had -- do you have  
12 any clear recollection of -- was your associate there,  
13 too?

14 MR. LEO LONGO: Mr. Mascarin was, and,  
15 I mean, if someone would be able to pull up for me the  
16 two (2) day agenda that was presented in January of  
17 2011 --

18 MS. LUISA RITACCA: It's at -- the  
19 reference is at paragraph 19 of the Foundation  
20 Document, and the orientation itinerary is CJI9072.

21 MR. FREDERICK CHENOWETH: If we could  
22 pull that up, that would be useful.

23 MR. LEO LONGO: And I've marked in my  
24 book is whatever Exhibit 11 is.

25

1 (BRIEF PAUSE)

2

3 CONTINUED BY MR. FREDERICK CHENOWETH:

4 MR. FREDERICK CHENOWETH: In any  
5 event, do you have --

6 MR. LEO LONGO: Can I just review this  
7 then, please?

8 MR. FREDERICK CHENOWETH: Sure,  
9 indeed.

10 MR. LEO LONGO: Can you please scroll  
11 down? Stop.

12 9:30 to 10:30, you'll see code of  
13 ethics is covered by CAO Wingrove. So the code of  
14 ethics was -- was covered there.

15 Issue of confidentiality -- if we could  
16 just keep going down.

17 MR. FREDERICK CHENOWETH: Sorry.  
18 Could we just go back just a moment? I may be in --  
19 I'm missing it. I see what CAO Wingrove covered.

20 MR. LEO LONGO: Between 9:30 and  
21 10:30, Mr. Chenoweth.

22 MR. FREDERICK CHENOWETH: Right.  
23 Thank you.

24 MR. LEO LONGO: See code of ethics --

25 MR. FREDERICK CHENOWETH: Yes.

1                   MR. LEO LONGO:    -- the fourth point  
2 that she was addressing? So that's why it wasn't part  
3 of my presentation.

4                   And then you asked about  
5 confidentiality.

6                   MR. FREDERICK CHENOWETH:   M-hm.

7                   MR. LEO LONGO:    If we keep going down.

8

9                                   (BRIEF PAUSE)

10

11                   MR. LEO LONGO:    I don't -- I don't see  
12 confidentiality specifically mentioned, other than  
13 update on current files which are confidential matters  
14 that will be discussed in -- in closed session, but  
15 that -- that's not about the topic of confidentiality  
16 at large. That deals with certain confidential  
17 matters that we were probably asked to brief Council  
18 on as part of the -- the legal presentation.

19                   MR. FREDERICK CHENOWETH:    I remember  
20 you saying in your remarks-in-chief that you had no  
21 specific memory of Mr. Mascarin giving a presentation  
22 with respect to confidentiality?

23                   MR. LEO LONGO:    I -- I don't have that  
24 independent recollection as we --

25                   MR. FREDERICK CHENOWETH:    And as

1 you've indicated, it's not in the agenda?

2 MR. LEO LONGO: If it's not in the  
3 agenda or -- or in his slides. Sorry, or in his  
4 slides.

5 MR. FREDERICK CHENOWETH: Is it -- is  
6 it likely from looking at those items that it's a -- a  
7 fair conclusion that it wasn't discussed by Mr.  
8 Mascarin on that occasion, particularly when you have  
9 no memory of him doing so?

10 MR. LEO LONGO: I don't have any  
11 independent memory of what Mr. Mascarin would have  
12 spoken about, other than what's shown on the screen  
13 right now, and what would be in his slides.

14 MR. FREDERICK CHENOWETH: Thank you.

15 MR. LEO LONGO: As I say, I -- I --  
16 and I believe, Your Honour, that Mr. Mascarin and I  
17 would only have been in attendance for that -- for the  
18 Tuesday, not the -- the -- whatever the second day is,  
19 not the -- not the first day.

20 MR. FREDERICK CHENOWETH: Thank you.  
21 In any event, you indicated in the other of your  
22 evidence that you had a conversation with Corrine  
23 Kennedy on January 7th, 2012?

24 MR. LEO LONGO: Saturday, yes.

25 MR. FREDERICK CHENOWETH: Thank you.



1 And I -- I take it as a result of that conversation,  
2 you became aware that -- that Collingwood was in -- in  
3 the throes of considering a transaction that involved  
4 the sale of 50 percent of its -- of its utility, its  
5 power utility?

6 MR. LEO LONGO: That they were in the  
7 throes of -- of a -- of a sale dealing with Collus.  
8 As to the details that she got in with me at that  
9 time, I can't recall.

10 MR. FREDERICK CHENOWETH: All right.  
11 I -- I take it that you certainly learned through the  
12 course of that that Corrine Kennedy, an associate at  
13 your firm, and Mr. Ron Clark, one (1) of your, I take  
14 it, partners --

15 MR. LEO LONGO: M-hm.

16 MR. FREDERICK CHENOWETH: -- was  
17 involved in that transaction?

18 MR. LEO LONGO: Yes.

19 MR. FREDERICK CHENOWETH: So I take it  
20 from June 7th on -- sorry, January 7th on, 2011, had  
21 you wished to, you could have called your partner Mr.  
22 Clark or the associate Corrine Kennedy and been  
23 briefed on any of the details of that Transaction,  
24 should you wished to have done so?

25 MR. LEO LONGO: As required to serve

1 the client.

2 MR. FREDERICK CHENOWETH: Or as a  
3 matter of interest, or whatever, you could have done  
4 so, correct?

5 MR. LEO LONGO: As a busy lawyer, we  
6 sometimes don't have the luxury of doing things just  
7 out of interest, that we have clients who have needs  
8 and -- that need to be addressed. So sometimes, we  
9 just have to focus in on what -- what's on our plate,  
10 what we're asked to do.

11 MR. FREDERICK CHENOWETH: Been there.  
12 Just as a matter of interest, I -- I take it you would  
13 have learned -- or had gone away with at least some  
14 understanding that the transaction they were about to  
15 get involved in in the Town of Collingwood with  
16 respect to selling half of their power generation or  
17 distribution company was a significant transaction?

18 MR. LEO LONGO: Yes, that's fair.

19 MR. FREDERICK CHENOWETH: Thank you.  
20 And you had been involved with the Town since 2003,  
21 and -- and had called yourself Town solicitor since --  
22 for -- I think you indicated three (3) years at that  
23 time. So that would have been a -- a matter of some  
24 interest to you?

25 MR. LEO LONGO: It was, I'm sure, some

1 interest. It was something that my client was  
2 considering doing.

3 MR. FREDERICK CHENOWETH: It was a  
4 significant transaction in your client's bailiwick,  
5 and you were the Town solicitor, correct?

6 MR. LEO LONGO: M-hm.

7 MR. FREDERICK CHENOWETH: All right.  
8 So you took -- you took some interest in it?

9 MR. LEO LONGO: Well, I -- I had no  
10 idea -- I didn't really pay much attention to what the  
11 Town's annual budget was, for example. I couldn't  
12 tell you even today with the Town's budget is.

13 So I -- while I knew they were selling  
14 a portion of an asset that they had, that's what I  
15 understood they were doing, selling an asset. As to  
16 its -- as to its scale, I -- I wasn't as knowledgeable  
17 as --

18 MR. FREDERICK CHENOWETH: But you just  
19 suggested it was a significant transaction. You just  
20 confirmed that.

21 MR. LEO LONGO: I said I understood  
22 that it would be significant.

23 MR. FREDERICK CHENOWETH: And it  
24 wasn't a matter that -- am I to take it from what  
25 you've just told us now that it wasn't a matter that

1 you took any particular interest in, even though you  
2 were the Town solicitor and had been for three (3)  
3 years? You -- you just tell me. I'm interested in  
4 your --

5 MR. LEO LONGO: Even as --

6 MR. FREDERICK CHENOWETH: -- I'm  
7 interested in your answer.

8 MR. LEO LONGO: -- yes. Even as Town  
9 solicitor, I only did work that the Town asked me to  
10 undertake. So they -- they listed me as Town  
11 solicitor because we were now the law firm of the  
12 municipality, but I only worked on an as-required  
13 basis when the municipality called and sought a legal  
14 opinion, and that remained the way I operated  
15 throughout the period.

16 So the fact that I was now listed as  
17 the Town solicitor because Besse Merrifield was no  
18 longer listed as that did not change how I and my  
19 client interacted with each other. I provided advice  
20 to them when requested by them.

21 MR. FREDERICK CHENOWETH: They were a  
22 client of yours.

23 MR. LEO LONGO: Yes, sir.

24 MR. FREDERICK CHENOWETH: And had been  
25 since 2003?

1 MR. LEO LONGO: Yes, sir.

2 MR. FREDERICK CHENOWETH: Thank you.

3 And information that suggested that your client was  
4 involved -- your client was involved in a significant  
5 transaction didn't spark you to ask a few questions or  
6 take an interest? Again, I'm just -- I'm interested.

7 MR. LEO LONGO: Take an interest in --  
8 in what res --

9 MR. FREDERICK CHENOWETH: Well, to  
10 make some inquiries about -- about the significant  
11 transaction they were about to -- to get involved in.  
12 You had a conversation with Corrine Kennedy on the 7th  
13 January in which you learned about this thing.

14 I'm interested in knowing whether  
15 learning that your client was involved in a  
16 significant track -- transmission -- transaction on  
17 January 7th, you -- you quizzed Ms. Kennedy about the  
18 nature and extent of the Transaction and what was  
19 involved.

20 I'm not saying you gained a full  
21 knowledge of the Transaction on that occasion, but  
22 surely -- they were a client of yours, you've  
23 acknowledged they're about to be involved in a  
24 significant transaction, surely you took the time to  
25 speak to Corrine Kennedy on January 7th and learn

1 something about the Transaction.

2 MR. LEO LONGO: Sir, the call was a  
3 brief call, and I think it was no more than to say  
4 Council will be dealing with this in the coming weeks.  
5 We think you should be made aware of that, and you may  
6 be -- you may be approached by someone from the Town  
7 about it. That -- that's what it -- that's what it  
8 was about.

9 MR. FREDERICK CHENOWETH: So you never  
10 asked her, Dealing with what? You didn't go into any  
11 detail with Corrine Kennedy?

12 MR. LEO LONGO: Sir, I didn't know  
13 Collus, or how it was structured, or -- or anything  
14 like that. I wouldn't have been able to ask any  
15 intelligent question about it at that stage.

16 MR. FREDERICK CHENOWETH: Thank you.  
17 And then, as I understand it, you had a call with the  
18 -- the mayor, the deputy mayor, and Mr. Houghton on  
19 January 11th --

20 MR. LEO LONGO: Correct.

21 MR. FREDERICK CHENOWETH: -- 2011,  
22 correct?

23 MR. LEO LONGO: Yes.

24 MR. FREDERICK CHENOWETH: All right.  
25 And could we pull up the notes with respect to that,

1 which I believe are ARB74.1.

2

3

(BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: You gave  
6 earlier testimony that you learned during the January  
7 11th meeting with the people involved in the call,  
8 that they wanted you to look at the draft agreement  
9 and you did, correct?

10 MR. LEO LONGO: Subsequent.

11 MR. FREDERICK CHENOWETH: Subsequently.  
12 In fact I think you said that you looked at it on the  
13 15th --

14 MR. LEO LONGO: Right.

15 MR. FREDERICK CHENOWETH: -- the  
16 afternoon of the 15th and the morning of the 16th --

17 MR. LEO LONGO: That's correct.

18 MR. FREDERICK CHENOWETH: -- I believe  
19 is what you said. In any event -- and I take it that  
20 it was the Mayor that told you that she wanted you to  
21 look at the draft documents.

22 MR. LEO LONGO: She would have been  
23 the one that would have given me that instruction.

24 MR. FREDERICK CHENOWETH: Thank you.  
25 And it was pretty clear to you that they were -- they

1 wanted you around and it's right in your note, "Want  
2 LFL around." So they wanted you to be a part of -- of  
3 this piece.

4 Is that what your note indicates?

5 MR. LEO LONGO: I think it's -- it --  
6 it's no more than what I testified to. I believe they  
7 wanted me to look at the agreements and provide them  
8 with any thoughts I had about them, but I -- as I  
9 indicated earlier, I do recall that I was told that  
10 during that call that this was a matter that they  
11 believed was good news for the Town.

12 MR. FREDERICK CHENOWETH: Indeed, and  
13 that was your evidence. They told you it was a good  
14 news story and they told you that there appeared to be  
15 no real councillor opposition. They told you things  
16 of that nature.

17 MR. LEO LONGO: That's what -- that's  
18 what they -- my notes indicate they told me.

19 MR. FREDERICK CHENOWETH: In any  
20 event, it's clear that they wanted your views with  
21 respect to those documents, and as a result of that  
22 you went and read the documents, correct?

23 MR. LEO LONGO: Correct.

24 MR. FREDERICK CHENOWETH: Thank you.

25 Now, let's look further down to the matters that



1 follow that. There's a series of questions. And you  
2 were unable to recall whether any of these matters  
3 were discussed in the meeting, and the only way of  
4 disclosing that would be to look at your notes.

5 That was your evidence, correct?

6 MR. LEO LONGO: I think that's fair.

7 MR. FREDERICK CHENOWETH: All right.

8 And fair to say that -- that none of the matters that  
9 are noted in your series of questions on page 2 found  
10 their way into the notes as matters that were  
11 discussed during that January 11th four-way phone  
12 conversation?

13 MR. LEO LONGO: I don't see any direct  
14 answers to those questions.

15 MR. FREDERICK CHENOWETH: Thank you.  
16 And you came away with some questions and you -- you  
17 told His Honour that -- that you were pretty certain  
18 that at some point during this piece, you made the  
19 people you were talking to, such as the Mayor, the  
20 Deputy Mayor, and Mr. Houghton, you made them aware  
21 that -- that you weren't equipped to -- to give them  
22 very much in the way of comment on these agreements,  
23 correct?

24 MR. LEO LONGO: That's correct, on the  
25 corporate -- on the corporate framework, the financial

1 side, all that stuff.

2 MR. FREDERICK CHENOWETH: All right.  
3 I -- I don't see a note of that remark by you in any  
4 of the notes above the questions on page 2.

5 MR. LEO LONGO: I hadn't seen the  
6 agreements when this conversation happened, so I had  
7 no idea what the agreements look like.

8 MR. FREDERICK CHENOWETH: Well --

9 MR. LEO LONGO: It was only once I  
10 reviewed the agreements on the Sunday and the Monday  
11 and saw what they covered that led to my emails that  
12 day on the 16th.

13 MR. FREDERICK CHENOWETH: All right.  
14 But it's clear that in any event, in terms of advising  
15 the councillors, that you really couldn't assist them,  
16 because they'd ask you to look at the agreements and  
17 they did so right in that -- right in that  
18 conversation.

19 It's pretty clear that, certainly on  
20 January 11th in any event, you didn't say to the  
21 councillors or to the Mayor, the Deputy Mayor, geez, I  
22 don't think I can be much help, I'm a -- I'm a  
23 municipal guy, I'm not a corporate lawyer, and I don't  
24 know very much about -- about selling shares et  
25 cetera. You didn't say that to them on January 11th.

1 In fact it's your evidence that if you made such a  
2 comment, it would have only been after January 16th.

3 MR. LEO LONGO: Sir, I've worked with  
4 them since 2003. They knew what advice I had been  
5 providing them for that period of time, up to this  
6 time. They knew I had never given them corporate  
7 advice or things of that nature, so they wouldn't have  
8 had to ask me about that. They would know what --  
9 what my area of expertise was.

10 MR. FREDERICK CHENOWETH: My questions  
11 are really directed to a more narrow issue, sir.

12 You said and told His Honour that you  
13 had told these individuals that you couldn't help them  
14 very much, that you weren't equipped or whatever it  
15 might have been, to -- to deal with what they were  
16 trying you to do -- ask you to do, which was review  
17 the document.

18 My simple point is, it doesn't appear  
19 that they told -- that you told them that in the phone  
20 conversation you had with them on January 11th.

21 Is that accurate?

22 MR. LEO LONGO: I -- I probably didn't  
23 mention it in the phone conversation because I didn't  
24 think there was a need to.

25 MR. FREDERICK CHENOWETH: I wanted to

1 turn up a further document, and that is your email  
2 correspondence that you sent to Sandra Cooper and Rick  
3 Lloyd on or about January 16th, and that document is  
4 CJI6303.

5                   Could we turn that up, please? And I  
6 think it's down at the bottom of that particular  
7 document.

8

9                   (BRIEF PAUSE)

10

11                   MR. FREDERICK CHENOWETH: Going  
12 further down, if you would, please, all the way down  
13 to the bottom email.

14

15                   (BRIEF PAUSE)

16

17                   MR. FREDERICK CHENOWETH: That's  
18 right. And in that email, you indicated that you've  
19 reviewed the latest draft agreements, correct?

20                   MR. LEO LONGO: Yes, sir.

21                   MR. FREDERICK CHENOWETH: All right.  
22 They contain proposed reps and warranties?

23                   MR. LEO LONGO: Yes, sir.

24                   MR. FREDERICK CHENOWETH: You  
25 indicated that you would review the reps and

1 warranties?

2 MR. LEO LONGO: I will review them to  
3 ensure the Town can make them.

4 MR. FREDERICK CHENOWETH: Thank you.  
5 And you indicated that you couldn't comment on the  
6 financial aspects of the deal and that has the Town  
7 received advice that is -- that it is receiving fair  
8 value.

9 MR. LEO LONGO: Yes, sir.

10 MR. FREDERICK CHENOWETH: Really again  
11 indicating to them that -- that you're not a financial  
12 guy --

13 MR. LEO LONGO: Or a corporate guy.

14 MR. FREDERICK CHENOWETH: I'm sorry?

15 MR. LEO LONGO: Or a corporate guy.

16 MR. FREDERICK CHENOWETH: Correct. I  
17 don't know, does it -- does it say that there?

18 MR. LEO LONGO: As I explained in my  
19 testimony earlier, financial aspects, in my mind, was  
20 both the -- the struc -- financial structuring of the  
21 deal as well as the financial aspects of it.

22 MR. FREDERICK CHENOWETH: You learned  
23 later on that day that in fact they had KPMG, or you  
24 were told by I think both the Mayor and -- I think  
25 specifically by the Mayor.

1 MR. LEO LONGO: I understood Collus  
2 had KPMG.

3 MR. FREDERICK CHENOWETH: Okay. And  
4 you knew that -- or did you know? I don't know.

5 Did you know that the Town was the  
6 shareholder of Collus?

7 MR. LEO LONGO: I believe I did.

8 MR. FREDERICK CHENOWETH: Thank you.  
9 So you would have known as a lawyer, that as a  
10 shareholder, the question of the -- of the financials  
11 and the question of whether or not they had advice  
12 with respect to fair value was not simply a question  
13 for Collus, but it was also a question of Collus'  
14 shareholder, who you knew to be the Town, correct?

15 MR. LEO LONGO: Well, I -- because I'm  
16 not a corporate lawyer, this is the reason why I'm  
17 raising this issue about -- about the interest being  
18 the same or not and the financial interest. I -- I  
19 just wouldn't want to jump to the conclusion that  
20 because Collingwood is the shareholder, its interests  
21 were automatically ad idem with Collus.

22 MR. FREDERICK CHENOWETH: We'll get to  
23 that, but the point I'm making here, sir, is, I don't  
24 see anything in this document from you, other than the  
25 suggestion that you review the reps and warranties and

1 that you're ill-equipped to deal with the financial  
2 aspects of the deal.

3 I don't see anything in this  
4 correspondence that suggests that you're unable to do  
5 what they asked you to do, which was review and -- and  
6 give them some comment with respect to the document.

7 You've outlined what you couldn't do, I  
8 don't see anything that suggests that you told them by  
9 that correspondence or at any time, either on the 11th  
10 or on the 16th, that you couldn't assist them with  
11 providing a view with respect to those documents.

12 MR. LEO LONGO: I felt that my --

13 MR. FREDERICK CHENOWETH: Is that  
14 fair?

15 MR. LEO LONGO: I felt that my emails  
16 on the 16th indicated the scope of what I could review  
17 for them, which were the reps and warranties, and that  
18 anything beyond that was beyond what I could give  
19 them.

20 MR. FREDERICK CHENOWETH: But you  
21 didn't use those words, anything beyond that was  
22 beyond the scope of what you could give them. That  
23 isn't something you told them in the January 16th,  
24 correspondence.

25 MR. LEO LONGO: My emails will speak

1 for themselves.

2 MR. FREDERICK CHENOWETH: Thank you  
3 very much.

4 In any event, in terms of those  
5 matters, you learned later that day from emails  
6 directed to you by -- and we can put them -- we can go  
7 up further if you like and we can look at it, you  
8 learned that -- I'm not sure that's the email.

9 Here you go -- it is the email. John  
10 Herhalt and John Rockx of KPMG, you're learning this  
11 from the Mayor, have -- have participated as the  
12 observers in all aspects and included in the financial  
13 part, and they feel the agreement is quite fair.

14 I take it with respect to whether or  
15 not they had financial advice, you were -- you were  
16 relieved by the comments you received from the Mayor  
17 on that occasion?

18 MR. LEO LONGO: Well, she didn't  
19 indicate who had retained KPMG. I just see that KPMG  
20 have participated in -- in -- as an observer in the  
21 deal. I -- I -- that's all -- that's what the  
22 statement says. It doesn't tell me --

23 MR. FREDERICK CHENOWETH: Did you --  
24 did you ask her?

25 MR. LEO LONGO: -- anything more than



1 that.

2 MR. FREDERICK CHENOWETH: Did you ask  
3 her?

4 MR. LEO LONGO: Well, I think --

5 MR. FREDERICK CHENOWETH: You were  
6 concerned about --

7 MR. LEO LONGO: They both --

8 MR. FREDERICK CHENOWETH: Go ahead,  
9 sorry.

10 MR. LEO LONGO: If you go through the  
11 emails you'll see that she says "I hope that addresses  
12 your comments" and I said partially, and then went on  
13 to talk about I didn't know from whose viewpoint those  
14 gentlemen from KPMG were analysing the sale.

15 MR. FREDERICK CHENOWETH: Did you take  
16 the trouble to learn that?

17 MR. LEO LONGO: Did I?

18 MR. FREDERICK CHENOWETH: Take the  
19 trouble to learn it? If you were concerned enough  
20 about it to raise it in your email, did you take the  
21 trouble to follow the issue to ensure that they had,  
22 in fact, properly considered this, particularly to  
23 when you'd been told by the Mayor that for whatever  
24 reason given her sophistication, she thought that they  
25 had considered it by getting KPMG involved.

1 MR. LEO LONGO: Scroll down some more.

2 So after I wrote my -- my comments  
3 about partially whose -- I just note I just want to  
4 note the Town's interests are -- may not be identical.

5 The Mayor didn't choose to respond to  
6 that, but I did get one from the Deputy Mayor four  
7 hours later, I think, or 47, where the May -- where  
8 the Deputy Mayor provided his comments and I took up  
9 or continued the discussion with him through email, to  
10 which he then did a final email to close that  
11 discussion off.

12 MR. FREDERICK CHENOWETH: Right, and  
13 he indicated that certainly in his view in any event,  
14 and I take it in the Mayor's view since she was copied  
15 on this, that Collus and the Town had one interest?

16 MR. LEO LONGO: They -- they may have  
17 believed so.

18 MR. FREDERICK CHENOWETH: Thank you.  
19 So that you weren't satisfied with the response?

20 MR. LEO LONGO: I was -- it wasn't for  
21 me to be satisfied or not. I raised the issue, they  
22 gave me their answer and that was the end of the  
23 matter.

24 MR. FREDERICK CHENOWETH: If you -- if  
25 -- so you were or weren't happy with their answer?

1 Did you think -- did you think it was a satisfactory  
2 answer? You had raised it, surely as the Town's  
3 solicitor you would want to make sure it -- you --  
4 you've suggested you brought up the issue, did you  
5 figure the issue had been concluded?

6 MR. LEO LONGO: In their minds it had  
7 been concluded. There was no point of further  
8 discussing it with me.

9 MR. FREDERICK CHENOWETH: Well, had it  
10 been concluded in your mind?

11 MR. LEO LONGO: It had been concluded  
12 in my mind that they had concluded it in their minds,  
13 so it was the end of the -- the discussion.

14 MR. FREDERICK CHENOWETH: Right. So  
15 I'm assuming then if -- if you only believed that it  
16 had been concluded in their mind and not in your mind,  
17 that you would have picked up the phone and called Ron  
18 Clark or Corrine Kennedy and made the necessary  
19 explorations to get to the bottom of an issue that you  
20 felt obliged to raise.

21 MR. LEO LONGO: It was not one that I  
22 was being asked to pursue any further, so I didn't.

23 MR. FREDERICK CHENOWETH: Even though  
24 you'd raised it?

25 MR. LEO LONGO: I --

1 MR. FREDERICK CHENOWETH: And were  
2 unhappy with the answer?

3 MR. LEO LONGO: Yes, I raised it and I  
4 received their responses.

5 MR. FREDERICK CHENOWETH: Yes?

6 MR. LEO LONGO: And after I received  
7 their responses, I didn't pursue it any further.

8 MR. FREDERICK CHENOWETH: Even though  
9 you didn't seem -- you weren't entirely sure the  
10 responses were adequate.

11 MR. LEO LONGO: It -- the -- it was  
12 their -- it was their responses and they don't -- they  
13 -- it wasn't going to change their response. They --

14 MR. FREDERICK CHENOWETH: You were  
15 aware that your partner, Ron Clark, was acting on this  
16 matter?

17 MR. LEO LONGO: Yes.

18 MR. FREDERICK CHENOWETH: And you'd  
19 raised an issue as to whether the Town had -- had  
20 anyone acting for it, and I take it you had done so  
21 because of the client management forum.

22 Is that the case?

23 MR. LEO LONGO: Repeat that question.

24 MR. FREDERICK CHENOWETH: You knew  
25 that your partner, Ron Clark, was acting on this

1 matter, was involved in this matter?

2 MR. LEO LONGO: For Collus, yes.

3 MR. FREDERICK CHENOWETH: Yes. And I  
4 take it as a result of the client management forum,  
5 you had understood he acted on behalf of Collus.

6 MR. LEO LONGO: That's correct.

7 MR. FREDERICK CHENOWETH: And that --

8 MR. LEO LONGO: Sorry, that's correct.

9 MR. FREDERICK CHENOWETH: And that led  
10 you to raise your concern?

11 MR. LEO LONGO: That --

12 MR. FREDERICK CHENOWETH: That's what  
13 led you to raise your concern, i.e., he said he was  
14 acting for Collus and you didn't know he was acting  
15 for the Town?

16 MR. LEO LONGO: That's right.

17 MR. FREDERICK CHENOWETH: Very good.

18 So I'm assuming that you picked up the  
19 phone at some juncture through the course of this, and  
20 said to your client Mr. Clark, my friend, my partner,  
21 who are you acting for and what's going on here? I'm  
22 a little concerned to make sure that the Town is fully  
23 represented with respect to these matters. I'm  
24 assuming you did that, did you?

25 MR. LEO LONGO: I understood he was

1 acting for Collus.

2 MR. FREDERICK CHENOWETH: And you  
3 understood that because of the client management  
4 forum?

5 MR. LEO LONGO: And --

6 MR. FREDERICK CHENOWETH: That's what  
7 you just indicated to me.

8 MR. LEO LONGO: And that's who his  
9 client was, yes.

10 MR. FREDERICK CHENOWETH: All right.

11 And when that raised a concern in your  
12 mind, again I'm asking you again, did you take the  
13 trouble to call him when you weren't happy with the  
14 answers you got from -- from Mr. Lloyd and the Mayor,  
15 did you take the trouble to call your partner, who was  
16 simply one (1) floor above you, and take up the issue  
17 of whether or not the Town had representation. The  
18 Town that was your client and for whom you were the  
19 Town lawyer.

20 Did you do that?

21 MR. LEO LONGO: My client was the  
22 Town, Ron Clark represented Collus, calling him and  
23 asking him did he represent the Town, wouldn't have  
24 been appropriate because he wasn't representing the  
25 Town, as far as I understood.

1 MR. FREDERICK CHENOWETH: All right.

2 MR. LEO LONGO: So I had raised the  
3 issue with my client and my client had responded in  
4 the way that they did.

5 MR. FREDERICK CHENOWETH: I -- I think  
6 I've got the answer, but it -- it seems to be that you  
7 didn't choose to call either Mr. Clark or Mr. -- or  
8 Ms. Kennedy to clarify that issue.

9 MR. LEO LONGO: After I received the  
10 responses from the Mayor and the Deputy Mayor I did  
11 not see the point in pursuing that further.

12 MR. FREDERICK CHENOWETH: And -- and  
13 you were a -- you were a partner in the same firm,  
14 i.e., Aird & Berlis that appeared to be acting on an  
15 ongoing basis as the Town solicitor and appeared to be  
16 now acting for Collus and you didn't take the trouble  
17 to -- at least on behalf of the firm, forgetting about  
18 Clark or yourself, to sort out the issue you'd raised  
19 by calling Clark?

20 MR. LEO LONGO: The Town -- the Town  
21 Mayor and the Town Deputy Mayor had provided their  
22 responses.

23 MR. FREDERICK CHENOWETH: Thank you.  
24 We'll take that for what it was, whether it was an  
25 answer or not we'll leave to others.

1                   In any event, you indicated in your  
2 testimony that you had occasion to watch the  
3 examination of your then partner or present partner,  
4 Mr. Clark yesterday on, I take it, Rogers Cable TV?

5                   MR. LEO LONGO:     Yes.

6                   MR. FREDERICK CHENOWETH:   All right.  
7 Is he still your partner?

8                   MR. LEO LONGO:     Yes.

9                   MR. FREDERICK CHENOWETH:   Thank you.  
10 And you would have heard Mr. Clark say that, as far as  
11 he was concerned, he was -- he had a joint retainer  
12 and was acting for both Collus and the Town of  
13 Collingwood?

14                  MR. LEO LONGO:     Yes, I heard that.

15                  MR. FREDERICK CHENOWETH:   And did you  
16 have any reason to -- to doubt the evidence of your  
17 client with respect to that other than maybe the  
18 client management form? But did you doubt what he  
19 told the court yesterday?

20                  MR. LEO LONGO:     No, I -- I didn't know  
21 that, what he said yesterday, back in 2012.

22                  MR. FREDERICK CHENOWETH:   So, that was  
23 the first time you'd learned, I submit, because you  
24 hadn't called him, to sort out that problem, correct?

25                  MR. LEO LONGO:     No. I just had not



1 known about things that he spoke about, the  
2 shareholder direction that he'd received and that in  
3 performing his function, what role the shareholder and  
4 the shareholders' interests were in -- in that matter.  
5 That -- that was news to me.

6 MR. FREDERICK CHENOWETH: Right. In  
7 any event, you heard him say that he acted on a joint  
8 retainer for both Collus and the Town of Collingwood.  
9 And you're telling us here today that -- that you take  
10 no issue with respect to his evidence in that respect?

11 MR. LEO LONGO: That's correct.

12 MR. FREDERICK CHENOWETH: Thank you.  
13 And you would have heard that he indicated that far  
14 and away the greater majority of his time when he was  
15 on this project was spent protecting the interest of  
16 the shareholder, Collingwood.

17 You heard that yesterday?

18 MR. LEO LONGO: I don't recall the  
19 majority of his time. I did hear that he -- that was  
20 one (1) of his focus points, protecting the interests  
21 of the shareholder.

22 MR. FREDERICK CHENOWETH: Well, I'm  
23 not going to fight with you over the degree of it.  
24 But it's clear that he -- he indicated he spent a good  
25 deal of time protecting the interests of -- of the

1 shareholder, Collingwood, correct?

2 MR. LEO LONGO: His ev -- whatever his  
3 evidence was, that was his evidence.

4 MR. FREDERICK CHENOWETH: I'm putting  
5 to you that that was his evidence. And I'm asking  
6 you, do you have any difficulty, any problems, with  
7 his -- what he told the Commission yesterday?

8 MR. LEO LONGO: No.

9 MR. FREDERICK CHENOWETH: Thank you.

10 MR. LEO LONGO: And, Mr. Chenoweth,  
11 not that in my emails to the client I didn't allege  
12 there were interests that were different. I raised  
13 the question are there any differences in interest.

14 MR. FREDERICK CHENOWETH: Thank you.  
15 That's -- that's helpful. And I take it that  
16 throughout the course of the time that you were  
17 involved in this matter, which appears to have been  
18 from January 7th -- and I'll use the phrase 'on and  
19 off', okay.

20 From January 7th to on or about March  
21 2nd, I take it that you didn't see anything in the  
22 relationship between Collus and/or the Town and/or the  
23 people you were dealing with and/or the documents that  
24 -- that you read that suggested that their interest  
25 had diverged and they should be considering other

1 solicitors?

2 MR. LEO LONGO: Between January 7 on  
3 that first call with Corrine to January 18, I had the  
4 involvement that I've described to the -- to the  
5 commission. And I didn't have any independent  
6 knowledge base to -- to form an opinion one (1) way or  
7 the other.

8 MR. FREDERICK CHENOWETH: So, the  
9 answer to my question is you didn't see anything  
10 during that period of time that raised any query in  
11 your mind because you queried it earlier, so,  
12 obviously, it was on your mind.

13 You didn't see anything in your  
14 observation that suggested that there was some sort of  
15 divergence in interest between those two (2) parties?

16 MR. LEO LONGO: One (1) was not  
17 apparent to me.

18 MR. FREDERICK CHENOWETH: Thank you.

19

20 (BRIEF PAUSE)

21

22 MR. FREDERICK CHENOWETH: I'll make  
23 this quick. You appear to have had some discussions  
24 with Corrine Kennedy on January 10th again. And you  
25 didn't seem to have a clear memory of it, but you knew

1 that you had discussions with her in boardroom 19A?

2 MR. LEO LONGO: Yes.

3 MR. FREDERICK CHENOWETH: And did you  
4 take the opportunity at that time to -- since you'd  
5 been asked to read the agreement and told that they  
6 wanted your around, did you take the time -- you'd  
7 been told that -- actually been told that on the 11th,  
8 I'm sorry, not the 10th.

9 MR. LEO LONGO: Sir --

10 MR. FREDERICK CHENOWETH: I -- I  
11 misspoke --

12 MR. LEO LONGO: -- on the 10th, I  
13 hadn't been told to read any agreements.

14 MR. FREDERICK CHENOWETH: In any  
15 event, you indicated that you relayed some information  
16 about the transaction --

17 MR. LEO LONGO: Yes.

18 MR. FREDERICK CHENOWETH: -- to  
19 Corrine Kennedy?

20 MR. LEO LONGO: That's correct.

21 MR. FREDERICK CHENOWETH: That was an  
22 opportunity for you to again inquire just in case. As  
23 Town lawyer, knowing there was a significant  
24 transaction in the works, this was another occasion on  
25 which you could have inquired with Ms. Kennedy about

1 the nature of that transaction.

2 Did you discuss the nature of the  
3 transaction with Ms. --

4 MR. LEO LONGO: I --

5 MR. FREDERICK CHENOWETH: -- Kennedy  
6 in your meeting in boardroom 19A on January 10th?

7 MR. LEO LONGO: I don't recall, sir.  
8 And I don't recall how fleeting that discussion was in  
9 19A. As I indicated, it may have been at a firm,  
10 like, a partners meeting or something, and I may have  
11 said the CAO asked me something yesterday, I'm going  
12 to send you an email.

13 MR. FREDERICK CHENOWETH: But I -- I  
14 take it, in fairness, sir, that's -- that's  
15 speculation. It may have been you don't recall,  
16 correct?

17 MR. LEO LONGO: I guess that -- yes,  
18 that's correct.

19 MR. FREDERICK CHENOWETH: Thank you.  
20 And in fact --

21 MR. LEO LONGO: So it's speculation to  
22 suggest I had a long discussion with her, as well, or  
23 the opportunity to have a long discussion with her.

24 MR. FREDERICK CHENOWETH: That's my  
25 purpose in cross-examination, sir, is to explore that

1 issue with you.

2 MR. LEO LONGO: Yeah. Sure.

3 MR. FREDERICK CHENOWETH: And I'm  
4 trying to establish whether you took the opportunity -  
5 - on January 10th meeting with Ms. Cor -- with Ms.  
6 Kennedy in that boardroom, did you take the  
7 opportunity to -- was your interest at all at that  
8 point peaked enough that you took the opportunity to  
9 ask her about the very transaction that you knew that  
10 --

11 MR. LEO LONGO: I did not.

12 MR. FREDERICK CHENOWETH: -- you knew  
13 that she and Clark were working on?

14 MR. LEO LONGO: I did not.

15 MR. FREDERICK CHENOWETH: You did not.  
16 Well, a moment ago, you didn't have a memory of it and  
17 now you're telling me you did not?

18 MR. LEO LONGO: I don't -- I don't  
19 recall having a discussion with her about it.

20 MR. FREDERICK CHENOWETH: Thank you.  
21 That's -- that's an answer. Thank you.

22

23 (BRIEF PAUSE)

24

25 MR. FREDERICK CHENOWETH: I was

1 interested. You told us about a conversation you had  
2 on January 11th with the mayor and the deputy mayor  
3 and Mr. Houghton.

4 And you indicated that, during the  
5 course of that conversation, you received instructions  
6 to review the draft documents from the mayor, correct?

7 MR. LEO LONGO: Yes, to look at them.

8 MR. FREDERICK CHENOWETH: I was  
9 wondering what led you to make the comment that you  
10 believe Mr. Houghton was the point man on that -- that  
11 transaction if you got your instructions with respect  
12 to the transaction from the mayor.

13 Is there anything in -- in that -- in  
14 that meeting or the notes you made with respect to  
15 that meeting that in some way -- and by the way, it  
16 looks like the notes don't say Mr. Houghton was point  
17 man.

18 But in any event, is there anything in  
19 that meeting that suggested to you that Mr. Houghton  
20 was the point man?

21 MR. LEO LONGO: I think the -- the  
22 reason that he was in on the call suggested to me that  
23 he was intimately involved in the transaction, and  
24 that's why he was in on the call with the mayor and  
25 the deputy mayor.

1 MR. FREDERICK CHENOWETH: Thank you.

2

3 (BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: Now, you  
6 suggested that at some point in this situation Ms.  
7 Wingrove -- you got a sense that Ms. Wingrove was --  
8 I'll use the word 'trepidatious', trepidatious about  
9 this potential transaction?

10 MR. LEO LONGO: Or uncomfortable about  
11 it.

12 MR. FREDERICK CHENOWETH: Right. And  
13 -- and she invited you to sit in in the meeting of  
14 January 16th?

15 MR. LEO LONGO: That's my belief.

16 MR. FREDERICK CHENOWETH: Thank you.  
17 And I -- I take it that one (1) of the reasons she  
18 invited you in was because she was looking for some  
19 edification or thoughts with respect to the  
20 transaction from you, being someone she knew.

21 Is that fair?

22 MR. LEO LONGO: I'm not certain if it  
23 was looking for edification or just thinking it might  
24 be good for me to sit in on the presentation so that  
25 if in the future she had questions, I might be a



1 more -- a better position to answer her questions.

2 MR. FREDERICK CHENOWETH: But you knew  
3 she had questions right then and there. You just told  
4 me that she was uncertain, trepidatious, or whatever  
5 about the transaction. You obviously knew -- or I  
6 would have thought you would have known that the very  
7 lady you interacted with some frequency -- being the  
8 CAO because that's what you do in your business -- you  
9 knew she was uncertain and --

10 MR. LEO LONGO: I think she was  
11 uncomfortable, and it may have been she just didn't  
12 have -- felt she had a handle on the transaction.

13 MR. FREDERICK CHENOWETH: Right. And  
14 you didn't -- you didn't think that her inviting you  
15 to that meeting was another invitation by someone at  
16 the Town to read the documents or dispel some  
17 discomfort or anything of that nature. That didn't  
18 come to your mind.

19 MR. LEO LONGO: What came to my mind  
20 was to listen to the presentation and be a resource to  
21 any questions that could be asked of me.

22 MR. FREDERICK CHENOWETH: And one of  
23 the reason you did that was because you knew that the  
24 CAO with whom you often or from time to time  
25 interacted was uncomfortable with the transaction.

1 Correct?

2 MR. LEO LONGO: Yes.

3 MR. FREDERICK CHENOWETH: Thank you.

4 With that in mind, I take it that you listened with  
5 some interest or some attention to the presentation as  
6 it given on January 16th.

7 MR. LEO LONGO: Yes.

8 MR. FREDERICK CHENOWETH: And you took  
9 the opportunity to learn as much as you could about  
10 the presentation.

11 MR. LEO LONGO: I listened to the  
12 presentation.

13 MR. FREDERICK CHENOWETH: You took the  
14 opportunity to learn as much as you could about the  
15 presentation that was given by Mr. Clark, your  
16 partner, on January 16th.

17 MR. LEO LONGO: I listened to his  
18 presentation.

19 MR. FREDERICK CHENOWETH: Thank you.  
20 I've had occasion to look at the presentation. I take  
21 it you have. You have referred to it through the  
22 course of this -- of your examination-in-chief.

23 It was my impression that the  
24 presentation was fulsome and dealt with things such as  
25 price, and consideration, and governance, and exit

1 provisions, and directors.

2                   And it seemed to me to be a fulsome  
3 presentation on what was taking place in that  
4 transaction. Is that a fair assertion?

5                   MR. LEO LONGO: Between Ron Clark,  
6 Ed Houghton, and John Rockx, I think there was a lot  
7 of details provided to Council.

8                   MR. FREDERICK CHENOWETH: Thank you.  
9 So I think -- is it fair to say at that juncture, at  
10 least by the 16th in any event, you felt more  
11 comfortable with respect to your understanding of that  
12 transaction.

13                   MR. LEO LONGO: To the extent that I  
14 could understand of the corporate intricacies, yes.  
15 And subsequent to that, I had no further questions  
16 about the agreements posed to me by my client.

17                   MR. FREDERICK CHENOWETH: And in fact,  
18 you had read the documents by the time you attended.  
19 You told me you read them throughout on the afternoon  
20 of the 15th and the morning of the 16th.

21                   MR. LEO LONGO: Correct.

22                   MR. FREDERICK CHENOWETH: All right.  
23 And you listened to Mr. Clark's presentation on the  
24 evening of the 16th?

25                   MR. LEO LONGO: Yes.

1 MR. FREDERICK CHENOWETH: And had you  
2 had any further questions, you could have put those  
3 questions to Mr. Clark or to his junior, Ms. Kennedy.  
4 Correct?

5 MR. LEO LONGO: Say --

6 MR. FREDERICK CHENOWETH: If you had  
7 any further questions --

8 MR. LEO LONGO: I didn't --

9 MR. FREDERICK CHENOWETH: -- because  
10 you were asked later to get involved in the matter of  
11 the signing of the documents, if you had any further  
12 questions, you could have -- after those interactions  
13 and reviewing the documents on the 15th and 16th, you  
14 could have again contacted Mr. Clark and asked him for  
15 details.

16 MR. LEO LONGO: As I had no --  
17 received no further questions from my client about the  
18 agreements, I wasn't asking any questions of my  
19 partners about the agreement.

20 MR. FREDERICK CHENOWETH: Well,  
21 without -- it seems clear that later -- I think it's  
22 on February 29th -- you were tasked -- you received,  
23 first of all, the documents, and you received one of  
24 Aird & Berlis' junior's three (3) page summary with  
25 respect to each one of the documents and what each one

1 (1) of those documents was to accomplish.

2 And you were tasked with going up there  
3 and -- and presenting those documents to the mayor and  
4 others. Correct?

5 MR. LEO LONGO: No. That's incorrect.

6 MR. FREDERICK CHENOWETH: Oh.

7 MR. LEO LONGO: I was provided with  
8 the documents on the evening of the February 29.

9 MR. FREDERICK CHENOWETH: Yes.

10 MR. LEO LONGO: I flipped them  
11 immediately to my client.

12 MR. FREDERICK CHENOWETH: Yes.

13 MR. LEO LONGO: And I made myself  
14 available for a phone call the next day.

15 MR. FREDERICK CHENOWETH: Yes.

16 MR. LEO LONGO: I was not tasked with  
17 coming up here, attending a meeting, or reporting on  
18 those documents. I was part of that call as a  
19 resource if anybody any questions of me from the Town.

20 And from my recollection, while I  
21 attended that -- a portion of a meeting via phone  
22 call, I don't recall being asked much of anything  
23 respecting the agreements.

24 MR. FREDERICK CHENOWETH: Okay. So  
25 you were a resource with respect to those documents,

1 and you were a resource in the phone call of the 29th  
2 of February.

3 MR. LEO LONGO: The phone call was  
4 March 1. February 29 --

5 MR. FREDERICK CHENOWETH: I'm sorry.  
6 March 1, yeah.

7 MR. LEO LONGO: -- Ron Clark --  
8 Ron Clark, acting for Collus -- if you look at the  
9 memo, it's the Collus client; it's the Collus LDC file  
10 number -- sends to me, Leo, here are the -- the final  
11 versions of the two (2) agreements and a memo that  
12 explains -- explains them.

13 MR. FREDERICK CHENOWETH: M-hm.

14 MR. LEO LONGO: I flipped that to the  
15 client and say, these are the agreements that I've  
16 just been sent, and a phone call happened the next day  
17 that I was asked to participate in.

18 MR. FREDERICK CHENOWETH: I'm assuming  
19 that you went through the memo that the junior had  
20 prepared in order to explain to the clients what they  
21 had in front of them.

22 MR. LEO LONGO: If asked, yes. I  
23 had -- I had read the memo, and I'm sure I flipped  
24 through the agreements because they're rather large  
25 agreements, and I didn't know if I was going to be

1 asked much of anything about them.

2 But I did read the memo, and I did  
3 forward them to my client as Ron Clark had requested I  
4 do.

5 MR. FREDERICK CHENOWETH: All right.  
6 So you don't recall that you went through the junior's  
7 memo?

8 MR. LEO LONGO: I -- no -- I did not  
9 go through that. But that memo --

10 MR. FREDERICK CHENOWETH: Did any --

11 MR. LEO LONGO: -- was available to  
12 all the participants at the -- on the phone call.

13 MR. FREDERICK CHENOWETH: In the  
14 conversation, you do or don't recall that you went  
15 through the junior's memo which described the nature  
16 of the documents in some detail.

17 MR. LEO LONGO: I don't recall doing  
18 that.

19 MR. FREDERICK CHENOWETH: Thank you.  
20 And you don't recall there being -- you don't recall  
21 the nature of any questions that you might have been  
22 asked.

23 MR. LEO LONGO: Other than recalling  
24 that I wasn't asked much of anything.

25 MR. FREDERICK CHENOWETH: All right.

1 Thank you. And you don't recall that there -- we've  
2 had earlier evidence from Sara Almas in the course of  
3 this commission, and you don't recall as Ms. Almas  
4 described that -- that it was a bit of a heated  
5 conversation and that Ms. Wingrove expressed some  
6 reservations and had some questions?

7 You don't recall that?

8 MR. LEO LONGO: Independently, no.  
9 But I have no reason to doubt Ms. Almas' recollection.

10 MR. FREDERICK CHENOWETH: All right.  
11 If Ms. Almas told us in her evidence that Ms. Wingrove  
12 had a series of questions, and that it was a result of  
13 your explanations given in that meeting -- phone call  
14 I guess it was -- that Ms. Wingrove was now content  
15 with respect to the questions she asked, and that  
16 therefore Ms. Almas felt comfortable signing the  
17 documents. Can you confirm that that took place?

18 MR. LEO LONGO: I -- I can't.

19 MR. FREDERICK CHENOWETH: You can't.

20 MR. LEO LONGO: I don't -- I can't --  
21 I don't recall that.

22 MR. FREDERICK CHENOWETH: All right.  
23 So that your -- your memory of the conversation is  
24 vague at best. Is that fair to say?

25 MR. LEO LONGO: I don't remember it



1 being an eventful conversation otherwise.

2 MR. FREDERICK CHENOWETH: Thank you.

3

4 (BRIEF PAUSE)

5

6 MR. FREDERICK CHENOWETH: I think  
7 we've established that you -- you'd been on a call not  
8 only on the -- on March 1st, but you'd also been on a  
9 call in the day that you sent them the documents,  
10 being February 29th?

11 MR. LEO LONGO: I did not have a call  
12 with anyone on the 29th.

13

14 MR. FREDERICK CHENOWETH: Very good,  
15 thank you.

16

17 (BRIEF PAUSE)

18

19 MR. FREDERICK CHENOWETH: You  
20 indicated that you didn't know who on behalf of the  
21 Town had given any instructions or made any comments  
22 with respect to matters such as the -- the buy sell  
23 provisions of the agreements, the right of first  
24 refusal in the agreements. You didn't -- you didn't  
25 know who'd done that.

1 MR. LEO LONGO: That's correct.

2 MR. FREDERICK CHENOWETH: All right.

3 Were you aware there was a gentleman  
4 named Mr. McFadden who had been appointed by the Town  
5 to the Collus Board, a lawyers who was quite familiar  
6 with the LDC electrical distribution industry?

7 MR. LEO LONGO: I didn't know that.

8 MR. FREDERICK CHENOWETH: You didn't  
9 know that.

10 Would you have been aware that Mr.  
11 McFadden was specifically forwarded the purchase and  
12 sale agreement and the unanimous shareholders  
13 agreement on two (2) occasions by Ron Clark?

14 Were you aware of that?

15 MR. LEO LONGO: No, sir.

16 MR. FREDERICK CHENOWETH: All right.

17 You wouldn't have been aware of the  
18 evidence of Mr. McFadden given at this commission that  
19 receipt of those documents in those two different  
20 emails offered him the opportunity to make comment  
21 and/or provide instructions with respect to the  
22 details of that agreement, you don't know of that?

23 MR. LEO LONGO: I have no independent  
24 knowledge of that.

25 MR. FREDERICK CHENOWETH: Very good.

1                   Mr. Clark, (sic) maybe you can help me  
2 with this. I just want a little clarification with  
3 respect to document number TOC0512153.

4

5                   (BRIEF PAUSE)

6

7                   MR. FREDERICK CHENOWETH: That appears  
8 to be a set of notes. Can you scroll up through the  
9 entire document, if you could, or at least down to the  
10 bottom of the first page.

11                   Is -- is that your writing on that  
12 document, sir?

13                   MR. LEO LONGO: It is not.

14                   MR. FREDERICK CHENOWETH: It is not  
15 your writing on the document.

16                   MR. LEO LONGO: It is not.

17                   MR. FREDERICK CHENOWETH: Thank you  
18 very much, that's the clarification I was looking for.

19                   And tell me, I notice that there's a  
20 little notation there, performance evaluation process,  
21 staff present, Sara Almas, clerk, that's stroked out  
22 and beside that there was a comment "Leo" beside the  
23 entry C, which is with respect to performance and  
24 evaluation process.

25                   The reason to ask the question, and you

1 could clarify if you would for me, please, would you  
2 have been at that meeting on December 5th?

3 MR. LEO LONGO: Only for that portion  
4 of the meeting. I was not present during an earlier  
5 closed session that dealt with Collus. I was brought  
6 in the meeting when Matt was done and I was given  
7 signed authorization by the clerk to attend the closed  
8 session meeting. Under the Municipal Act the clerk is  
9 responsible for making a notation of the decisions  
10 made by Council in closed session.

11 The clerk, under the Act, has the  
12 ability to assign her -- his or her obligation to  
13 another person.

14 In this instance it was dec -- the  
15 clerk decided that I should attend in her place  
16 because what was being discussed was a CAO performance  
17 review evaluation process and I believe it was felt  
18 that it would be best if a staff person not be in  
19 attendance when that was being discussed.

20 So I was deputized, as it were, to  
21 attend just that portion and make a notation of the  
22 discussion that was -- or the direction that resulted.

23 And I believe there are -- I believe  
24 there are minutes somewhere, Mr. Chenoweth, that  
25 indicate what I reported back to -- what I reported

1 back to Council. Yes. If you go to --

2 MR. FREDERICK CHENOWETH: Mr. Longo,  
3 my only -- you can -- you can -- if this is an answer  
4 to my question, that's great. But my only interest  
5 was exploring whether or not you'd been at the in  
6 camera portion of the December 5th meeting.

7 And do I take it you've answered 'no'  
8 to that?

9 MR. LEO LONGO: I was for only this  
10 aspect only, not the other aspects that were  
11 considered in closed session.

12 MR. FREDERICK CHENOWETH: All right,  
13 sir.

14 MR. LEO LONGO: I was not in  
15 attendance for those.

16 MR. FREDERICK CHENOWETH: All right.  
17 So, you were in part of the closed session meeting but  
18 not all of it. Is that what you're asserting?

19 MR. LEO LONGO: That dealt solely with  
20 this topic.

21 MR. FREDERICK CHENOWETH: Very good.  
22 Thank you.

23 MR. LEO LONGO: And the note I was  
24 looking for was, if you looked at Foundation Document  
25 paragraph 438 and take a look at the minutes of

1 Council that go 512,149, you'll see my portion of the  
2 meeting.

3 MR. FREDERICK CHENOWETH: I notice,  
4 sir -- and we're going to look for a moment at  
5 document number ABR14.

6

7 (BRIEF PAUSE)

8

9 MR. FREDERICK CHENOWETH: I see that  
10 that's an email from Ron Clark to you on January 16th,  
11 2012, correct?

12 MR. LEO LONGO: Yes, sir.

13 MR. FREDERICK CHENOWETH: And that's  
14 the same day that -- that you took the trouble to  
15 read, in part, on the Sunday, and then on the Monday  
16 morning concluded your reading of the shareholders  
17 agreement and unanimous -- and the -- and the sale  
18 purchase agreement, correct?

19 MR. LEO LONGO: Yes, sir.

20 MR. FREDERICK CHENOWETH: Thank you.  
21 And it's -- it's interesting, and -- and help me with  
22 this if you would, Mr. Clark starts off his -- his  
23 email to you, "Two (2) more issues of which you should  
24 be aware."

25 That suggests that there was an

1 opportunity at another time. I'm positing to you an  
2 opportunity after you had read the documents on the  
3 16th for you and Mr. Clark to discuss issues with  
4 respect to those two (2) agreements?

5 MR. LEO LONGO: This --

6 MR. FREDERICK CHENOWETH: You -- did  
7 you discuss, as is intimated here in this email, that  
8 you and Mr. Clark had a conversation on the morning of  
9 January 16th about the issue that arose in the share  
10 purchase agreement and the shareholders agreement?

11 MR. LEO LONGO: I did not have a  
12 discussion with him. This was simply sent to me the  
13 morning of January 16 and just said, Here are two (2)  
14 issues that -- that you should be aware of, but there  
15 was no follow-up.

16 And I didn't have to pursue anything  
17 because I didn't receive any further direction from my  
18 client to investigate anything further with respect to  
19 these.

20 MR. FREDERICK CHENOWETH: So, from  
21 what I gathered from your evidence-in-chief and the  
22 cross-examination to date, it doesn't appear that you  
23 at any time sat down with Mr. Clark and -- and took  
24 the trouble of learning the particulars of the  
25 transaction in which you took some part and in which

1 you read the documents and were in a number of  
2 conversations with members of the Town with respect to  
3 those documents?

4 MR. LEO LONGO: Did --

5 MR. FREDERICK CHENOWETH: Did you ever  
6 sit down with Mr. Clark, other than being at the  
7 meeting of January 16th, and get him to take you  
8 through what appropriate detail you felt was necessary  
9 to understand those -- those documents?

10 MR. LEO LONGO: Okay. Between Sunday  
11 January 15 and the end of January -- Monday January 16  
12 is when I was exposed to the agreements, read the  
13 agreements, sent the emails to the Town. And there  
14 was no further instructions provided to me to pursue  
15 anything further with those agreements, so there was  
16 no occasion --

17 MR. FREDERICK CHENOWETH: Well, there  
18 -- there appears to be the --

19 MR. LEO LONGO: -- there was no  
20 occasion to chat further with him.

21 THE HONOURABLE FRANK MARROCCO: We --  
22 we are going to -- go ahead. I'm sorry, please finish  
23 your answer.

24 MR. LEO LONGO: Sorry. There -- there  
25 was no further reason to discuss things with Mr. Clark



1 as I was receiving no instructions from my client to  
2 pursue anything in those agreements any further.

3 MR. FREDERICK CHENOWETH: I might just  
4 finish this -- this short line. And then we can --

5 THE HONOURABLE FRANK MARROCCO: All  
6 right. But the witness has --

7 MR. FREDERICK CHENOWETH: Right.

8 THE HONOURABLE FRANK MARROCCO: The --  
9 the witness has already said this. So, I'll let you  
10 finish the line of questioning.

11 MR. FREDERICK CHENOWETH: Thank you.  
12 Thank you very much.

13 THE HONOURABLE FRANK MARROCCO: And  
14 then we'll leave.

15 MR. FREDERICK CHENOWETH: Thank you.

16

17 CONTINUED BY MR. FREDERICK CHENOWETH:

18 MR. FREDERICK CHENOWETH: So, I take  
19 it then that after January 16th, after you had been  
20 sent the documents, including the -- the final  
21 documents and the memo of the junior explaining those  
22 documents, and you got on calls, at least on March  
23 1st, in any event, with these people, including Ms. --  
24 Ms. Wingrove, you didn't take the trouble to go to Mr.  
25 Clark and learn the details of the transaction?

1 MR. LEO LONGO: It was -- there was no  
2 need to as I hadn't received any instructions to  
3 pursue it any further.

4 MR. FREDERICK CHENOWETH: Very good.  
5 Thank you.

6 THE HONOURABLE FRANK MARROCCO: So,  
7 what are the possibilities of starting at 9:00  
8 tomorrow? Is that horribly inconvenient for everyone  
9 --

10 MR. LUISA RITACCA: Well, I --

11 THE HONOURABLE FRANK MARROCCO: -- Mr.  
12 Longo, counsel?

13 MR. LUISA RITACCA: -- I hadn't  
14 anticipated that I would be coming back tomorrow, and  
15 so -- which I'm happy to do. But I would -- I'm going  
16 to have to go back to Toronto and back tomorrow  
17 morning.

18 THE HONOURABLE FRANK MARROCCO: All  
19 right. We'll start at -- we'll start at 10:00. But  
20 we might sit later tomorrow to -- to try to make some  
21 time up, but it -- it shouldn't affect -- it shouldn't  
22 affect you, Mr. Longo, because, hopefully, you still  
23 won't be here at six o'clock in the evening tomorrow.

24 MR. LEO LONGO: Thank you.

25

1 --- Upon adjourning at 3:51 p.m.

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8 Certified Correct,

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13 Wendy Woodworth, Ms.

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