



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

April 16th, 2019

1 APPEARANCES

2

3 Kate McGrann) Inquiry Counsel

4 John Mather) Associate Inquiry

5) Counsel

6

7 Michael Watson) Alectra Utilities

8) Corporation

9

10 (No Counsel)) For Paul Bonwick

11

12 George Marron) For Sandra Cooper

13

14 (No Counsel)) For Timothy Fryer

15

16 Frederick Chenoweth) For Edwin Houghton

17

18 William McDowell) For Town of Collingwood

19 Ryan Breedon)

20

21 Patrick Gajos) For Collus PowerStream

22) Corporation

23

24

25

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1 --- Upon commencing at 10:01 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Mr.
4 Watson, I think you were cross-examining.

5 MR. MICHAEL WATSON: Thank you, Your
6 Honour. Your Honour, I was reminded last night by my
7 colleagues that I had neglected to ask three (3)
8 documents to be entered as exhibits. I've already
9 spoken over here about them.

10 So if I may, the document numbers, to
11 which I made some reference yesterday with Ms. Almas,
12 were TOC516351. That's the June 27th in camera
13 minutes.

14 The second one is TOC517154. That's
15 the 2006 procurement bylaw.

16 And the third one is CPS6891, which is
17 the Collus RFP.

18 If I could have them marked as
19 exhibits, Your Honour?

20

21 --- EXHIBIT NO. 15: TOC516351

22

23 --- EXHIBIT NO. 16: TOC517154

24

25 --- EXHIBIT NO. 17: CPS0006891

1

2

SARA JANE ALMAS, Previously Sworn

3

4 CONTINUED CROSS-EXAMINATION BY MR. MICHAEL WATSON:

5

MR. MICHAEL WATSON: Thank you, Your Honour. Your Honour, I'm going to finish up with one (1) topic, the topic we were on yesterday, and then I have one (1) more, and then I'll be sitting -- sitting down.

10

If I could have FD-1 up again, please, and paragraph 494, which is what we were looking at yesterday.

13

14

(BRIEF PAUSE)

15

16

MR. MICHAEL WATSON: Yes. And, Ms. Almas, you remember this?

18

MS. SARA ALMAS: Yes.

19

MR. MICHAEL WATSON: All right. So these were the four (4) items having to do with the bylaw that ultimately ended up being passed by Town Council?

23

MS. SARA ALMAS: Correct.

24

MR. MICHAEL WATSON: Okay. And if we can -- that we -- we stopped off here. What I am

25

1 talking -- want to finish up on is -- is Part D, here.
2 That is adding a clause authorizing the mayor and --
3 yes, and town clerk to execute any documents related
4 to the transaction. We were talking about that, and
5 you'd given some evidence yesterday?

6 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

7 MR. MICHAEL WATSON: Could I scroll
8 back up, please, to paragraph 492? And as it says
9 here, on January 17th -- and there's the time there --
10 a Mr. Longo of Aird & Berlis sent to Mr. Houghton a
11 draft bylaw authorizing Collingwood to enter into the
12 share purchase agreement and unanimous shareholders
13 agreement with PowerStream.

14 So I think you will recall from the
15 correspondence that the original draft of the bylaw
16 had come from Aird & Berlis, the Town's lawyers,
17 right?

18 MS. SARA ALMAS: Correct.

19 MR. MICHAEL WATSON: Right. So could
20 we please, then, take a look at that, and what was in
21 it, and what was not. If we could look at document,
22 please, CJI8820.

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Now I think you
2 may recall that there was a report done by the Miller
3 Thomson law firm about this entire thing several years
4 later?

5 MS. SARA ALMAS: Correct.

6 MR. MICHAEL WATSON: I'm not
7 interested in most of it, because I -- and you're
8 familiar with that report?

9 MS. SARA ALMAS: Yeah, I'm aware of
10 it. Yes.

11 MR. MICHAEL WATSON: And you know that
12 some of it had to do with the shared services
13 agreement, and so on?

14 MS. SARA ALMAS: But -- yes.

15 MR. MICHAEL WATSON: All right. I'm
16 not interested in that at all, just on this bylaw
17 issue. So if we could please turn to page 156 of this
18 document. And 156 here, then, is an email from Mr.
19 Longo to Mr. Houghton. And by the way, this is the
20 document that's referred to in that -- in FD-1, 492.

21 So he's saying:

22 "Ed, here's an initial draft of a --
23 a proposal authoriz -- a proposal
24 authorizing a Council bylaw for your
25 review and input. Can you take a

1 stab at drafting the whereas clause,
2 et cetera?"

3 So that's the email. And if we can
4 then go to the next page, 157, we see the bylaw. And
5 this is the one that Mr. Longo had -- of Aird &
6 Berliss, had drafted. You -- I think you're familiar
7 with that?

8 MS. SARA ALMAS: Yes, I am.

9 MR. MICHAEL WATSON: So what we see
10 here is in paragraph 2, it says that the mayor and
11 clerk be authorized to execute the share purchase
12 agreement and shareholders agreement with PowerStream,
13 Inc., respecting the purchase of shares of Collus once
14 those agreements are in form and content to the
15 satisfaction of the Town's solicitors.

16 All right. And there was a whole
17 discussion about whether it be to the satisfaction of
18 the Town's solicitors as opposed to the mayor. You
19 remember that?

20 MS. SARA ALMAS: Correct.

21 MR. MICHAEL WATSON: But what I'm
22 focussed on is the rest of it, here. So this would be
23 a bylaw authorizing the mayor and clerk to execute two
24 (2) things on behalf of the Town, the share purchase
25 agreement, right?

1 MS. SARA ALMAS: Correct.

2 MR. MICHAEL WATSON: And the -- and
3 the shareholders agreement --

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: -- otherwise
6 called a unanimous shareholders agreement, right?

7 MS. SARA ALMAS: That's right.

8 MR. MICHAEL WATSON: Those two (2)
9 documents?

10 Then -- but there were also other
11 documents that the mayor and you had to sign in
12 connection with the transaction, weren't there?

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: Could we please
15 get up -- this is the closing book now for the entire
16 transaction. It's the -- called the ALE closing book.
17 I think it's the one. If you can get that up.

18

19 (BRIEF PAUSE)

20

21 MR. MICHAEL WATSON: Now, this is --
22 I'm not going to take you through the nine hundred
23 sixteen (916) pages of this, if that's all right with
24 you.

25 Could we go, please, to page 763.

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: And do you
4 remember this, the escrow agreement?

5 MS. SARA ALMAS: Not it particularly.
6 There was a -- there was many agreements that were
7 executed that day.

8 MR. MICHAEL WATSON: Right. And --
9 and -- all right. Let's go to the last page of that,
10 the signature page of that, which is 770.

11

12 (BRIEF PAUSE)

13

14 MR. MICHAEL WATSON: And you'll see
15 that you signed it and the mayor, Sandra Cooper,
16 signed it, right?

17 MS. SARA ALMAS: Correct.

18 MR. MICHAEL WATSON: And you signed
19 many documents in connection with and in preparation
20 for the closing, right --

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: -- other than the
23 share purchase agreement, and other than the unanimous
24 shareholders agreement?

25 MS. SARA ALMAS: That is correct.

1 MR. MICHAEL WATSON: All right. And
2 just one (1) more as an example. Can we go, please,
3 to page 743.

4

5 (BRIEF PAUSE)

6

7 MR. MICHAEL WATSON: And we see that
8 this -- you remember that there were two (2) letters
9 on -- dated July 31st, 2012, I think. This one, if we
10 can just scroll down a little bit. Okay. Stopping
11 there, you see in the second paragraph, this is
12 between PowerStream and the Town:

13 "This letter is to confirm that it
14 is the intent of PowerStream and the
15 Town to pursue significant growth
16 opportunities on a prudent and
17 profitable basis where it enhances
18 the Corporation's strategic position
19 -- that's Collus -- and creates
20 economy of scope and scale,
21 specifically, the Corp -- the
22 Corporation will pursue
23 opportunities for the acquisition,
24 merger, or other business
25 arrangements with local distribution

1 companies within the CHEC group of
2 LDCs, and consider other
3 opportunities."

4 MR. MICHAEL WATSON: And I think you
5 remember this letter?

6 MS. SARA ALMAS: Not specifically, I -
7 - and I haven't reviewed it recently, so.

8 MR. MICHAEL WATSON: Fair enough. But
9 you do remember that that was part of the strategy of
10 having the strategic partnership that the two (2)
11 together would pursue other consolidation efforts
12 within this area, and in particular, with the CHEC
13 group, right?

14 MS. SARA ALMAS: You'll have to excuse
15 me, because I -- I've seen so many documents since
16 that time, so I have to recollect, you know, whether I
17 knew that that was the entire idea whenever all of
18 this was happening.

19 MR. MICHAEL WATSON: Sorry, I'm not
20 saying entire idea. It was part of --

21 MS. SARA ALMAS: Okay.

22 MR. MICHAEL WATSON: -- the strategic
23 partnership. Do you have a recollection of that?

24 MS. SARA ALMAS: Yes, vaguely.

25 MR. MICHAEL WATSON: All right, fine.

1 What I want to do is go to the next page, which I
2 think is the sig -- is the signature page. And you
3 see it's signed by Dennis Nolan.

4 And then scrolling down, we -- we see -
5 - and this -- this one actually ended up being signed,
6 but do you recall this now that this was another
7 document that the two (2) of you had to sign?

8 MS. SARA ALMAS: Like I said, there
9 was -- there was hundreds of pieces of paperwork --

10 MR. MICHAEL WATSON: Okay, fine.

11 MS. SARA ALMAS: -- and I don't
12 remember specifically.

13 MR. MICHAEL WATSON: So what was
14 required, therefore, was an authorization for you and
15 the mayor to sign several documents, right?

16 MS. SARA ALMAS: That's right.

17 MR. MICHAEL WATSON: Only two (2) of
18 which were the shareholder -- were the share purchase
19 agreement and the unanimous shareholders agreement,
20 right?

21 MS. SARA ALMAS: Correct.

22 MR. MICHAEL WATSON: And you needed
23 proper authorization for that?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: Okay. So let's

1 then go to document ALE1517. This is Mr. Nolan's --
2 PowerStream -- his markup of this document. And
3 you'll see that he -- and -- and this was the markup
4 of Mr. Longo's original draft, right? And we see he's
5 added some whereas language. But let's take a look
6 now, please, at paragraph 3. And you see now, it says
7 that:

8 "The mayor and clerk be authorized
9 to execute or deliver all other
10 documents, notices, certificates to
11 be signed and/or delivered under or
12 in connection with the share
13 purchase agreement or unanimous
14 shareholders agreement."

15 Do you see that?

16 MS. SARA ALMAS: M-hm.

17 MR. MICHAEL WATSON: And that's one
18 (1) of the items that Mr. Nolan added, right?

19 MS. SARA ALMAS: Yes.

20 MR. MICHAEL WATSON: And of course,
21 you needed that in order to have proper counsel
22 authorization to sign all of these other necessary and
23 required agreements?

24 MS. SARA ALMAS: That is correct.

25 MR. MICHAEL WATSON: Okay. Good. And

1 -- and the Town's lawyers, Aird & Berlis, had not put
2 that in the original draft, right?

3 MS. SARA ALMAS: That is correct.

4 MR. MICHAEL WATSON: Thank you. Now
5 if we can then go to CJI8820 again.

6

7 (BRIEF PAUSE)

8

9 MR. MICHAEL WATSON: Page 158.

10

11 (BRIEF PAUSE)

12

13 MR. MICHAEL WATSON: Right. And --
14 all right. So this one is Ed Houghton forwarding it
15 to his Collus email address. And if we could then go
16 to page -- sorry, page 161.

17

18 (BRIEF PAUSE)

19

20 MR. MICHAEL WATSON: And then let's --
21 let's scroll down. And we -- all right. And we see
22 at the bottom there an -- an email from Mr. Longo of
23 Aird & Berlis, dated January 18th. And this is an
24 email to the mayor, to the deputy mayor, to the CAO,
25 to Ed Houghton, and to you, right?

1 MS. SARA ALMAS: Yes.

2 MR. MICHAEL WATSON: And then going
3 over to the next page, this email says:

4 "Further to our conference call this
5 afternoon, please see the revised
6 draft that incorporates much of what
7 was discussed."

8 All right. And as directed, we won't
9 stic -- statutory provisions and so on. So there was
10 a discussion among the people on this email about the
11 draft bylaw, right, because it was undergoing
12 amendments?

13 MS. SARA ALMAS: Correct. I -- I'm
14 not sure if I was a party to that conference call or
15 not.

16 MR. MICHAEL WATSON: But you were a
17 recipient of the email, and you would have read it?

18 MS. SARA ALMAS: Yes.

19 MR. MICHAEL WATSON: So you were aware
20 --

21 MS. SARA ALMAS: Yeah.

22 MR. MICHAEL WATSON: -- of what was
23 happening?

24 MS. SARA ALMAS: I would have been,
25 yes.

1 MR. MICHAEL WATSON: Let's go to the
2 next one up in the chain, then, back to the previous
3 page. And then we see, then, Corrine Kennedy. Do you
4 recognize her as being a lawyer at Aird & Berlis?

5 MS. SARA ALMAS: I do.

6 MR. MICHAEL WATSON: And she was very
7 heavily involved in the corporate transaction, right?

8 MS. SARA ALMAS: She was. Correct.

9 MR. MICHAEL WATSON: Indeed. And
10 she's sending that to her partner, Mr. Longo, on the
11 same -- actually, the next day, the 19th. Do we see
12 that?

13 MS. SARA ALMAS: Yes.

14 MR. MICHAEL WATSON: And it says:

15 "After -- after some -- after some
16 further with Ed and Ron --"

17 And then we see Ron Clark copied on it.

18 "-- in an effort to make sure we are
19 covered all bases with respect to
20 authorizing at the front end --"

21 I.e. now, because you -- you knew that
22 closing, of course, was going to be some months in the
23 future --

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: -- because

1 Ontario Energy Board approval needed -- was required,
2 right?

3 MS. SARA ALMAS: That's right.

4 MR. MICHAEL WATSON: And that's one
5 (1) of the things that had to happen in the interim?

6 MS. SARA ALMAS: That's correct.

7 MR. MICHAEL WATSON: So the Town
8 Council would be authorizing this in January, right --

9 MS. SARA ALMAS: That's correct.

10 MR. MICHAEL WATSON: -- for a closing
11 that, as we know, ultimately ended up happening at the
12 end of July?

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: And indeed, on
15 the 31st of July, the date of those letters?

16 MS. SARA ALMAS: That's right.

17 MR. MICHAEL WATSON: And then he says:

18 "I'm working on some revisions to
19 the bylaw for a review. I hope to
20 turn it in as possible."

21 Et cetera. And then just go up.

22

23 (BRIEF PAUSE)

24

25 MR. MICHAEL WATSON: Okay. Yes, and

1 then -- and then you're saying to Corrine, I think
2 this needs to go out with the agenda this afternoon.
3 I've copied the clerk, so she's aware of it. So you
4 knew that all of this was happening?

5 MS. SARA ALMAS: Correct.

6 MR. MICHAEL WATSON: And, of course,
7 the -- this was the week before, and the Council
8 meeting was the following Monday, right, and that's
9 the Council meeting at which Council actually passed
10 the bylaw?

11 MS. SARA ALMAS: That's correct.

12 MR. MICHAEL WATSON: And so you -- I
13 think you said yesterday, had to get out the agenda on
14 Thursday before a Council meeting?

15 MS. SARA ALMAS: That's when they're
16 generally distributed.

17 MR. MICHAEL WATSON: Right. And so
18 what was going on right until kind of the last moment
19 were revisions to the bylaw.

20 MS. SARA ALMAS: Absolutely.

21 MR. MICHAEL WATSON: After Mr. Nolan's
22 input with your lawyers then considering those and
23 making some other changes, right?

24 MS. SARA ALMAS: I believe in looking
25 at what Dennis Nolan had -- had changed, since he

1 removed the requirement or it was removed, I'm not
2 sure who it was that -- that actually removed it,
3 there was a requirement to come back to Council.

4 MR. MICHAEL WATSON: Right.

5 MS. SARA ALMAS: So --

6 MR. MICHAEL WATSON: And you'll --

7 MS. SARA ALMAS: -- once that
8 requirement to come back to Council was removed, then
9 you -- then it had to be inserted in any other
10 documents, since it wasn't going back to Council,
11 needed to be executed.

12 MR. MICHAEL WATSON: Right.

13 MS. SARA ALMAS: So because that was
14 removed by somebody other than Leo --

15 MR. MICHAEL WATSON: Right. But it --
16 it was -- you know, this was something coming from
17 PowerStream and sent to the Town's lawyers for
18 consideration, right?

19 MS. SARA ALMAS: Sorry, I'm not sure
20 if Mr. Nolan's had went to the Town's lawyers.

21 MR. MICHAEL WATSON: Well, you
22 remember, 494 talked about Mr. -- Mr. Nolan sending
23 this along, right?

24 MS. SARA ALMAS: Right.

25 MR. MICHAEL WATSON: And then it --

1 and then the part about executing all these other
2 documents that Mr. Nolan had suggested ends up in the
3 final bylaw that's passed, right?

4 MS. SARA ALMAS: That's right.

5 MR. MICHAEL WATSON: Because it was
6 required.

7 MS. SARA ALMAS: Because that one
8 section was removed.

9 MR. MICHAEL WATSON: Right. And the
10 Town's lawyers agreed with that, pass it along to --
11 to Town Council.

12 MS. SARA ALMAS: Sorry, it's my
13 recollection, and -- and I could be incorrect, it is
14 my recollection that the -- the final version of that
15 lawyer (sic) had ended up going to -- to Ed. It was
16 sent through various emails. It went to -- to Mr.
17 Nolan, went back to Ed, and Ed circulated it to Kim
18 Wingrove, Megan Schollenberger, who was our
19 Coordinator of Clerk Services, who packaged up our
20 agenda packages, and myself. I don't believe it was
21 recirculated to Leo.

22 MR. MICHAEL WATSON: Let's --

23 MS. SARA ALMAS: Right.

24 MR. MICHAEL WATSON: Let's -- let's go
25 to document -- Document ARB234.

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: There are lots of
4 emails here and we see it's several pages. I want to
5 go to page 22, please.

6

7 (BRIEF PAUSE)

8

9 MR. MICHAEL WATSON: So this is an --
10 this is an email here then from -- and this is again
11 the same day, Thursday the 19th, right, so this was
12 the deadline for you to get the agenda out for the
13 following Monday.

14 MS. SARA ALMAS: It was past the
15 deadline.

16 MR. MICHAEL WATSON: I see, all right.
17 What was the deadline then? You said Thursday. What
18 -- was there a time of day?

19 MS. SARA ALMAS: The agenda packages
20 get circulated at the end of the day, generally around
21 5 o'clock or so, so we had to package this document
22 together and it was sent as an addendum with the
23 report on Friday morning at 11:30.

24 MR. MICHAEL WATSON: Right. And you
25 have a memory of that, I take it?

1 MS. SARA ALMAS: I certainly do.

2 MR. MICHAEL WATSON: All right. And
3 so this is Mr. Houghton sending this to -- to you and
4 -- and various people, saying:

5 "Please find attached the final
6 bylaw with respect to the Strategic
7 Partnership. As you'll note,
8 there's no bylaw number, you know,"
9 etc., "sorry for the late changes."

10 So, and if we can go to the attachment,
11 please, which I believe is the next page. Yes, all
12 right. Keep going. Scroll down. All right. And we
13 see in paragraph three (3):

14 "That the mayor or the clerk be
15 authorized for and on behalf of the
16 Town to execute the Share Purchase
17 Agreement and the Unanimous
18 Shareholders Agreement, with such
19 change as they may consider
20 reasonable, and to execute all
21 documentation necessary to effect
22 the sale of the shares to
23 PowerStream."

24 Right. So -- and that of course was
25 the part that Mr. Nolan had suggested that was

1 required in order to have all of these other documents
2 that we've looked at signed by you and the mayor.

3 MS. SARA ALMAS: Are you referencing
4 number 3?

5 MR. MICHAEL WATSON: Yes.

6 MS. SARA ALMAS: Correct.

7 MR. MICHAEL WATSON: Okay, thank you.

8 MS. SARA ALMAS: But as you can see in
9 the email before, it wasn't circulated back to our
10 solicitors.

11 MR. MICHAEL WATSON: That was a
12 decision for the Town to make. Yes?

13 MS. SARA ALMAS: Right, right, but you
14 had noted that it went back to our lawyer --

15 MR. MICHAEL WATSON: Well --

16 MS. SARA ALMAS: -- and it didn't go
17 back --

18 MR. MICHAEL WATSON: Well --

19 MS. SARA ALMAS: -- to the lawyers.

20 MR. MICHAEL WATSON: Of course we
21 don't have all of the emails. We've got, you know,
22 what was produced in the Foundation Document in this
23 particular one, but, you know, there are four hundred
24 and forty thousand (440,000) documents, right?

25 MS. SARA ALMAS: Absolutely.

1 MR. MICHAEL WATSON: So we don't know
2 whether there were others. So let's then finally on
3 this point go to the Share Purchase Agreement, which
4 ALE2782.

5

6 (BRIEF PAUSE)

7

8 MR. MICHAEL WATSON: And I think you
9 recognize this as being the Share Purchase Agreement
10 by which all those years ago the Town sold 50 percent
11 of its shares in Collus to PowerStream, right?

12 MS. SARA ALMAS: That is correct.

13 MR. MICHAEL WATSON: Right. And it
14 was a very lengthy document with all sorts of
15 appendices, including, for example, that escrow
16 agreement we looked at and others.

17 MS. SARA ALMAS: Absolutely, yes.

18 MR. MICHAEL WATSON: And this is the
19 Share Purchase Agreement that you signed.

20 MS. SARA ALMAS: Yes.

21 MR. MICHAEL WATSON: Okay. So can we
22 please go to page 26?

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Well, how about
2 we go for 28? I'm looking for Article 5 and in
3 particular 5.1. Oh, okay, just back up. All right.
4 I was close.

5 So I take it that you have seen
6 agreements of purchase and sale for various things
7 over your years.

8 MS. SARA ALMAS: Especially as a
9 result of the last sale.

10 MR. MICHAEL WATSON: And -- and you're
11 familiar with the concept of representations and
12 warranties given by the parties to each other?

13 MS. SARA ALMAS: Correct.

14 MR. MICHAEL WATSON: So that they have
15 assurance that various steps have been taken properly,
16 right?

17 MS. SARA ALMAS: Correct.

18 MR. MICHAEL WATSON: Okay. And here
19 we have representations and warranties of the vendor;
20 and of course the vendor was the Town, right?

21 MS. SARA ALMAS: Right.

22 MR. MICHAEL WATSON: And the purchaser
23 was PowerStream?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: And so it says:

1 "The vendor hereby represents and
2 warrants to the purchaser --"

3 (i) Town representing a warranties to
4 PowerStream, as to itself as follows:

5 "-- and acknowledges that, except as
6 otherwise expressly provided --"

7 They are lawyers again.

8 "-- the purchaser is relying on
9 these representations and warranties
10 in connection with this agreement
11 and the transaction."

12 You see that?

13 MS. SARA ALMAS: Yes.

14 MR. MICHAEL WATSON: And if we look at
15 -- at paragraph 2 -- can we just scroll down just a
16 touch? Yes, okay. So sub -- sub 2 here.

17 So this is representation:

18 "Vendor is a municipal corporation -
19 --"

20 Well, there wasn't any doubt about
21 that.

22 "-- and has all the requisite
23 statutory power authority."

24 Et cetera. Four (4) lines down in that
25 paragraph, toward the end we see these words:

1 "The vendor has duly taken or has
2 caused to be taken all action
3 required to be taken by the vendor
4 to authorize the execution and
5 delivery of this agreement by the
6 vendor and the performance of its
7 obligations hereunder."

8 Being under the agreement. Do you see
9 that?

10 MS. SARA ALMAS: Yes, I do.

11 MR. MICHAEL WATSON: And this was an
12 important representation of course for PowerStream to
13 get from the Town, right?

14 MS. SARA ALMAS: Correct.

15 MR. MICHAEL WATSON: Because
16 PowerStream was paying in cash \$8 million for these
17 shares plus other consideration, right?

18 MS. SARA ALMAS: Correct.

19 MR. MICHAEL WATSON: And it had a
20 responsibility to ensure that everything was being --
21 being done right at the Town end, so that there would
22 be no problem with the Transaction later on.

23 MS. SARA ALMAS: Correct.

24 MR. MICHAEL WATSON: Right. And so
25 can you now understand why Mr. Nolan was very

1 concerned about the bylaw and wanted to make sure that
2 indeed that Part (d) was in there so that all
3 documents that had to be signed, including ones
4 attached to this one, would -- would be properly
5 authorized by the Town? Do you understand that now?

6 MS. SARA ALMAS: I -- I can see it.
7 Again though, the original bylaw that was prepared by
8 our solicitor indicated that once the original
9 agreements were signed, that it would be reported back
10 to Council should any further authorizations be
11 required.

12 MR. MICHAEL WATSON: Right, but you
13 said yesterday about that, but that's not usually how
14 it was done, and, you -- you know, unless there were,
15 using your words, significant changes, that that
16 wouldn't be -- that shouldn't be necessary, and you
17 didn't do that, right?

18 MS. SARA ALMAS: Correct. And
19 generally we would have a statement similar to Mr.
20 Nolan's, so I -- I wasn't concerned with that.

21 MR. MICHAEL WATSON: Fine, but not
22 only were you not concerned about it, you can now
23 understand why he was concerned to protect his
24 corporation, right?

25 MS. SARA ALMAS: Yes.

1 MR. MICHAEL WATSON: Yes, absolutely,
2 okay. Because I was wondering when you said, you
3 know, you didn't think it was, you know, PowerStream's
4 interest. We can see PowerStream's interest, right?

5 MS. SARA ALMAS: Absolutely, but --

6 MR. MICHAEL WATSON: Thank you.

7 MS. SARA ALMAS: -- normally bylaws do
8 not get referred to any outside party for -- for --
9 for review on items such as that.

10 MR. MICHAEL WATSON: Right, but
11 PowerStream wasn't an outside party. PowerStream and
12 the Town were entering into a transaction, right?

13 MS. SARA ALMAS: But they're --
14 they're the -- the third -- well, a partner, correct.

15 MR. MICHAEL WATSON: Yeah, I know,
16 exactly. And of course they're going to be exchanging
17 the documentation; do you have any problems with that?
18 do you have any problems with that? any suggestions?;
19 so that the parties can come to a mutual agreement on
20 all of the terms in their mutual best interest, right?

21 MS. SARA ALMAS: Certainly.

22 MR. MICHAEL WATSON: That's how it
23 works.

24 MS. SARA ALMAS: Certainly, and
25 Dennis's insert did make sense.

1 MR. MICHAEL WATSON: Thank you. Now,
2 let's finally then go to the June 2nd Bonwick meeting.
3 I guess I was -- I was thinking about this, and I
4 don't want to go through the details, we did that
5 yesterday, but I want to situate that meeting and what
6 was going on at -- at the time and the sequence of
7 events.

8 We saw yesterday that you -- you had
9 very brief notes of a conversation or a phone call or
10 something with someone on May 18th.

11 MS. SARA ALMAS: Correct.

12 MR. MICHAEL WATSON: And you remember
13 that it said "Collus" and it said "valuation"?

14 MS. SARA ALMAS: Yes.

15 MR. MICHAEL WATSON: And -- and not
16 surprisingly you can't remember what it was, a phone
17 call, meeting, with whom or anything, right?

18 MS. SARA ALMAS: Right.

19 MR. MICHAEL WATSON: Okay. And I take
20 it that as of June 2nd, which was the date of the
21 meeting that Mr. Bonwick asked to have with you, that
22 you had not heard anything about a possible
23 transaction involving Collus, or had you?

24 MS. SARA ALMAS: Not -- not that I was
25 cognizant of and thinking of at that point, and not

1 that I recall.

2 MR. MICHAEL WATSON: Right. So you
3 might have but nothing you can recall right now?

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: Is that right?
6 All right. Can we go, please, to KPM1030?

7

8 (BRIEF PAUSE)

9

10 MR. MICHAEL WATSON: And we see then
11 that this is an email from Jonathan Erling, E-R-L-I-N-
12 G, KPMG, to Mr. Houghton. Do you see that?

13 MS. SARA ALMAS: Yes, I do.

14 MR. MICHAEL WATSON: And then with a
15 copy to Mr. Fryer at Collus, right --

16 MS. SARA ALMAS: Yes.

17 MR. MICHAEL WATSON: -- CFO, and to
18 Mr. Rockx; some people pronounce it "Rock", some
19 people pronounce it "Rockx".

20 Do you recognize him at KPMG?

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: And Mr. Herholt --
23 Herhalt, also at KPMG.

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: And it says:

1 "Dear Ed. Please find attached our
2 draft valuation report and office
3 analysis presentation. We look
4 forward to your comments and
5 suggestions."

6 Sorry, could we have this -- and I --
7 I'm going to have to go back -- have this, if we may,
8 Your Honour, marked as the next exhibit?

9 THE HONOURABLE FRANK MARROCCO: Yes.

10

11 --- EXHIBIT NO. 18: KPM0001030

12

13 CONTINUED BY MR. MICHAEL WATSON:

14 MR. MICHAEL WATSON: Thank you. I'm
15 going to have to go back on a couple of the others.
16 All right. So draft valuation report and options
17 analysis.

18 Now, you came on the Collus PowerStream
19 Board at sometime after the closing of the
20 Transaction?

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: Did you take a
23 look at some of the documentation that had preceded
24 the Transaction when you -- in order to familiarize
25 yourself with what happened?

1 MS. SARA ALMAS: I looked at a number
2 of documents, yes.

3 MR. MICHAEL WATSON: All right. And
4 is it -- and is it likely that, and this -- looking at
5 this, this is the lead-up, and we see that this email
6 is -- is dated May 24th. You see that?

7 MS. SARA ALMAS: yes.

8 MR. MICHAEL WATSON: Is it likely that
9 you looked at that and saw that?

10 MS. SARA ALMAS: This email?

11 MR. MICHAEL WATSON: Yes. And -- and
12 -- and -- and I'm going to take you to the attachment
13 as well. And so if we could go -- sorry, before you
14 answer that question, let's go to -- to document
15 KPM1032.

16

17 (BRIEF PAUSE)

18

19 MR. MICHAEL WATSON: So this is the
20 attachment that KPMG -- and I'm just wondering whether
21 we might be able to make it smaller on screen so we
22 can get each slide actually fully up on the screen?

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: All right, that's
2 pretty good. All right. And so you see the date May
3 24th, "Review of Options"?

4 MS. SARA ALMAS: Yes.

5 MR. MICHAEL WATSON: Right. So this
6 is the document that KPMG had prepared and was
7 delivering to Collus, right?

8 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

9 MR. MICHAEL WATSON: Okay. So I don't
10 want to go through all of it, but you recall that in
11 June there was a presentation by Collus in camera, on
12 June 27th, to Town Council, right?

13 MS. SARA ALMAS: That's correct.

14 MR. MICHAEL WATSON: You remember that
15 that was that two hour and forty minute in camera
16 session that I'm asking about draft minutes for?

17 MS. SARA ALMAS: Right.

18 MR. MICHAEL WATSON: Okay.

19 MS. SARA ALMAS: That had two (2)
20 other items on the meeting --

21 MR. MICHAEL WATSON: Yeah. I
22 understand.

23 THE HONOURABLE FRANK MARROCCO: Could
24 you just make sure that the Witness finishes her
25 answer before you ask another question?

1 MR. MICHAEL WATSON: I will, Your
2 Honour.

3 THE HONOURABLE FRANK MARROCCO: Thank
4 you.

5

6 CONTINUED BY MR. MICHAEL WATSON:

7 MR. MICHAEL WATSON: All right. So
8 let's just go through this very quickly and just look
9 at the titles. So if we can flip through it, it's
10 about twenty (20) pages. Just go down and it's the
11 next page. All right, stopping there. So we see the
12 context for the review and it talks about here:

13 "During initial electricity
14 restructuring process in Ontario,
15 Town of Collingwood undertook review
16 of ownership options with respect to
17 local electricity distribution.
18 This review led to the Town's
19 decision in 2000 to retain ownership
20 of its distribution utility."

21 Have you become familiar with the fact
22 that the Town had looked at options as early as eleven
23 (11) years before this?

24 MS. SARA ALMAS: That's when the
25 province was looking at the various forms of -- of

1 consolidation.

2 MR. MICHAEL WATSON: And the
3 consolidation of the three hundred (300) or so local
4 distribution companies all around Ontario, right --

5 MS. SARA ALMAS: Correct.

6 MR. MICHAEL WATSON: -- into what
7 ended up at around this time being eighty-two (82)?
8 Do you remember that?

9 MS. SARA ALMAS: So again, I wasn't
10 with the Town of Collingwood in 2000. I would
11 undertake that they would be undertaking -- reviewing
12 their options in 2000.

13 MR. MICHAEL WATSON: Fine. Then let's
14 go to the next slide. This is KPMG again. So the
15 report structure. And it talks about various things.
16 It talks about the current structure of the
17 electricity distribution sector, policies for
18 promotion of Smart Grid and so on. And -- and then at
19 the bottom of this page we see:

20 "In the second part of this report,
21 we review ownership options and the
22 issues that will influence the
23 specific market value of a
24 particular utility."

25 Right. So if we can go and flip

1 through -- and don't want to go through a lot of this,
2 but I keep going -- so there's industry, environment
3 and so on. Keep going and it's toward the bottom.
4 Don't care about that, don't care about that, don't
5 care about that.

6 Okay, restructuring options. So the
7 Town of Collingwood has a number of options with
8 respect to its electricity LDC. Two major office are
9 status quo, continuing ownership and operation. Sale,
10 the Town can entertain offers for purchase from
11 interested parties. A number of variants are open.
12 This could include the Town could sell its ownership
13 interest in its entirety.

14 You recall that there was discussion
15 about that at Council, right?

16 MS. SARA ALMAS: Correct.

17 MR. MICHAEL WATSON: And the Town
18 could seek to sell only a partial interest in the
19 Utility, retaining either a minority or a majority
20 share. Right? You see that?

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: Okay. And let's
23 -- let's go on.

24

25 (BRIEF PAUSE)

1 MR. MICHAEL WATSON: And da da da da
2 (phonetic), page 17, which is toward the end. Yes,
3 all right. And so we see partial sale options, and of
4 course partial sale -- not exactly in this form, but
5 the Town ended up deciding to sell 50 percent only of
6 its shares, right?

7 MS. SARA ALMAS: Correct.

8 MR. MICHAEL WATSON: Okay. And it
9 says:

10 "As noted earlier, the Town could
11 seek to sell only a partial interest
12 in this LDC, thus retaining either a
13 minority or a majority equity
14 stake."

15 And it talks about advantages and
16 disadvantages, etc. And then it says:

17 "We have some general comments with
18 respect to a partial sale or
19 divestiture transaction."

20 Then it talks about governance. You
21 see that?

22 MS. SARA ALMAS: Yes.

23 MR. MICHAEL WATSON: Now, just before
24 I -- I go on, does this now remind you that this is
25 one of the documents that you think you probably saw

1 afterwards when you came on the Collus PowerStream
2 Board?

3 MS. SARA ALMAS: Yes. I believe this
4 is similar to the information that was shared in June.

5 MR. MICHAEL WATSON: Right. We're
6 going to get to that.

7 MS. SARA ALMAS: Okay.

8 MR. MICHAEL WATSON: Okay, all right.
9 And so it says, "Buyer interest" at -- at the bottom.

10 "Only certain buyers may entertain a
11 partial sale transaction, thus
12 reducing the potential pool of
13 purchasers."

14 You see that?

15 MS. SARA ALMAS: Yes.

16 MR. MICHAEL WATSON: So that's what
17 KPMG was saying, that this was a concern or a matter
18 that would have to be considered, right?

19 MS. SARA ALMAS: Correct.

20 MR. MICHAEL WATSON: Okay. And -- and
21 what that would mean is that Collus/the Town would
22 have to canvass the market to see whether there was
23 any interest for something like that, right?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: Right, because if

1 there was no interest among the potential purchasers
2 out there, there would be no point in wasting Collus
3 and Town time in pursuing something like this, right?

4 MS. SARA ALMAS: There's different
5 options to pursue the market, but yes.

6 MR. MICHAEL WATSON: All right. So
7 let's then go to document -- thank you, that's all for
8 that one -- 'T', sorry, no -- no, Michael. Exhibit,
9 please. Thank you.

10

11 --- EXHIBIT NO. 19: KMP0001032

12

13 MR. MICHAEL WATSON: I need someone up
14 here to kick me, one (1) of my --

15 THE HONOURABLE FRANK MARROCCO: Yes.

16 MR. MICHAEL WATSON: -- colleagues.

17

18 CONTINUED BY MR. MICHAEL WATSON:

19 MR. MICHAEL WATSON: TOC49944.

20

21 (BRIEF PAUSE)

22

23 MR. MICHAEL WATSON: All right. And
24 sorry, just before we do this, we saw that the date of
25 that last one was May 24th. That is the delivery of

1 the report, right, to Collus?

2 MS. SARA ALMAS: To Collus, yes. It
3 wasn't to the --

4 MR. MICHAEL WATSON: Indeed --

5 MS. SARA ALMAS: -- Town. To Collus --

6 MR. MICHAEL WATSON: To Collus. And
7 that of course was nine (9) days before your meeting
8 with Mr. Bonwick.

9 MS. SARA ALMAS: Correct.

10 MR. MICHAEL WATSON: Right. Thirty
11 (30) days hath September and all that. I can work
12 that out myself, okay. So now -- so this is an email
13 June 13th from Ed Houghton to Dean Muncaster. See
14 that?

15 MS. SARA ALMAS: Yes.

16 MR. MICHAEL WATSON: And Mr. Muncaster
17 was a member of the Collus Board.

18 MS. SARA ALMAS: Correct.

19 MR. MICHAEL WATSON: Indeed he was
20 Chair. Yes?

21 MS. SARA ALMAS: Yes.

22 MR. MICHAEL WATSON: And you're
23 familiar with the concept of -- of outside or
24 independent directors?

25 MS. SARA ALMAS: yes.

1 MR. MICHAEL WATSON: And when we use
2 that terminology of independent director, it means
3 independent of management of the corporation, right?

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: So Mr. Houghton
6 was on the Board.

7 MS. SARA ALMAS: Right.

8 MR. MICHAEL WATSON: But of course he
9 was the CEO, right? Of Collus.

10 MS. SARA ALMAS: Sorry, I don't
11 recollect that Ed was a voting member of the Board.

12 MR. MICHAEL WATSON: There were
13 various other voting -- there were various other
14 members of the Board, some of whom were independent or
15 outside and some of whom were not, correct?

16 MS. SARA ALMAS: Correct.

17 MR. MICHAEL WATSON: Okay. And -- and
18 Mr. Muncaster was a pretty well-known business and
19 successful business person, right?

20 MS. SARA ALMAS: I'm not -- I really
21 don't know Mr. Muncaster's history.

22 MR. MICHAEL WATSON: Right. Did --
23 did you -- were you aware of the fact that he ran the
24 entire Canadian Tire Corporation for many years?

25 MS. SARA ALMAS: Yes, I actually do

1 recollect that.

2 MR. MICHAEL WATSON: Very, very
3 successfully, kind of taking over from the Billes
4 family.

5 MS. SARA ALMAS: Okay

6 MR. MICHAEL WATSON: Are -- were you
7 familiar with that?

8 MS. SARA ALMAS: I don't know the
9 Billes family. I know Canadian Tire Corporation.

10 MR. MICHAEL WATSON: All right. And
11 so -- and so Mr. Houghton is saying to the Chair,
12 independent outside director of Collus:

13 "I've confirmed that we will be
14 presenting the various options and
15 considerations for a strategic
16 partner to Council on June 20th. I
17 was hoping to be able to present
18 this to the remainder of our Board
19 along with other key staff prior to
20 the 20th. Do you have any concerns
21 with this?"

22 So that's what he was saying internally
23 at -- at Collus, right?

24 MS. SARA ALMAS: That's the document --

25 MR. MICHAEL WATSON: Okay, thank you.

1 MS. SARA ALMAS: Sorry, I'm having --
2 I'm kind of struggling with saying yes and no to items
3 that I would -- I don't know. In looking at this,
4 it's correct that I -- I don't know how to respond to
5 some of those, sorry.

6 MR. MICHAEL WATSON: I understand.
7 You did afterwards, as when you came on Collus
8 PowerStream Board, familiarize yourself somewhat with
9 what had gone on before leading up to the share sale
10 transaction, right?

11 MS. SARA ALMAS: Right, and I -- yes.

12 MR. MICHAEL WATSON: And so it's
13 entirely possible, although you don't have a distinct
14 memory of that, that you saw this email chain leading
15 up to that June meeting.

16 MS. SARA ALMAS: And I -- I collected
17 a number of documents for the Inquiry and I seen a lot
18 of documents, so it could have been as a result of
19 that as well.

20 MR. MICHAEL WATSON: I understand.
21 Next document, TOC50024.

22

23 (BRIEF PAUSE)

24

25 MR. MICHAEL WATSON: So this now is --

1 this now is the next day, June 14th, and you see that
2 this is Mr. Ed Houghton to Mr. David McFadden, an
3 email, June 14th, right?

4 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

5 MR. MICHAEL WATSON: So let's look
6 down to the email that led to this. So this is
7 McFadden to Ed Houghton on the same day.

8 "Ed, Presentation is very good, I
9 have only a couple of suggestions.
10 When referring to a strategic
11 partnership option, it may well be
12 that all a partner might do is buy
13 an interest in Collus Power,"
14 etcetera.

15 And then he says in the third
16 paragraph:

17 "I am concerned about the timing of
18 the RFP. It might be prudent to do
19 it after the provincial election
20 since we will want to have some idea
21 about the future direction of
22 government policy."

23 You see that?

24 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

25 MR. MICHAEL WATSON: All right. And

1 Mr. McFadden of course was another outside director.

2 MS. SARA ALMAS: Yes.

3 MR. MICHAEL WATSON: And you knew of
4 his reputation, particularly in the electricity
5 business, in -- electricity industry and a consultant
6 all around Ontario?

7 MS. SARA ALMAS: Yes, I was aware of
8 Mr. McFadden.

9 MR. MICHAEL WATSON: Right. And then
10 he says:

11 "Ed, I notice you have expanded that
12 you have added the CAO to the group.
13 This is likely a wise decision in
14 the circumstances."

15 You see that?

16 MS. SARA ALMAS: I do see that.

17 MR. MICHAEL WATSON: All right. And
18 of course the CAO is, was Kim Wingrove.

19 MS. SARA ALMAS: Yes, she was.

20 MR. MICHAEL WATSON: And so what he's
21 saying is Mr. Houghton is taking it upon himself, not
22 just keep this internally to Collus but to expand it
23 to the CAO of the Town, right?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: Thank you. Mark

1 that as the next exhibit, Your Honour.

2 THE HONOURABLE FRANK MARROCCO: Yeah.

3

4 --- EXHIBIT NO. 20 TOC50024

5

6 CONTINUED BY MR. MICHAEL WATSON:

7 MR. MICHAEL WATSON: Then can we go
8 back to FD-1, please, at paragraph 209?

9

10 (BRIEF PAUSE)

11

12 MR. MICHAEL WATSON: And we see June
13 27, and you remember the June 27 meeting. Sorry, we
14 just -- I need a yes or --

15 MS. SARA ALMAS: I do.

16 MR. MICHAEL WATSON: -- no for the --
17 all right, thank you. And you remember the email
18 chain we looked at before, there was a suggestion of
19 meeting on the 20th?

20 MS. SARA ALMAS: Yes.

21 MR. MICHAEL WATSON: Where the
22 presentation might be made. It ended up being one
23 week later, right?

24 MS. SARA ALMAS: Correct.

25 MR. MICHAEL WATSON: Okay. So it

1 says:

2 "On June 27th, Ed Houghton made an
3 in camera presentation to
4 Collingwood Town Council about a
5 study Collus was doing to
6 investigate strategic opportunities.
7 A detailed report was provided to
8 Council once the study was complete.
9 The minutes of the meeting recorded
10 there were questions for members of
11 Council," et cetera.

12 Right?

13 MS. SARA ALMAS: Right.

14 MR. MICHAEL WATSON: And you were
15 there and you remember that?

16 MS. SARA ALMAS: Right.

17 MR. MICHAEL WATSON: We talked a
18 little bit about it yesterday.

19 MS. SARA ALMAS: yes.

20 MR. MICHAEL WATSON: I was a little
21 bit frustrated that we didn't have the full minutes of
22 that. We're going to come to that. But I recalled
23 having seen the presentation. So let's look at that.

24 If we can please go to CPS4397.

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: All right. And
4 again if we can just reduce it a little bit so we get
5 most of the -- all right, there we go.

6 So this now is -- is the presentation
7 that was made to Council at the in camera session on
8 June 27, we see the date there, by Collus, and we see
9 the Collus logo in the upper left, right?

10 MS. SARA ALMAS: Correct.

11 MR. MICHAEL WATSON: And I want to
12 just flip through this. Let's go to the next page.
13 Okay. "Background, reason for the review." And:

14 "Strategic direction for Collus
15 begins and ends with our
16 shareholders. This review was
17 initiated as Collus' ongoing
18 approach to ensure that the
19 municipality is receiving the most
20 value for its dollar."

21 And this -- and of course you were
22 present when this was being presented.

23 MS. SARA ALMAS: I was present.

24 MR. MICHAEL WATSON: And that -- the
25 reason for the review absolutely made sense to you as

1 you saw that, right, best value for the municipality?

2 MS. SARA ALMAS: I -- I wasn't there
3 in -- in the review mode. I was there as the clerk of
4 the Corporation, recording the -- the discussion.

5 MR. MICHAEL WATSON: I understand
6 that. That wasn't actually my question though. My
7 question was, that made sense to you when you saw it,
8 not that that was your role to review it.

9 MS. SARA ALMAS: I -- I -- I don't
10 recollect that I had an opinion.

11 MR. MICHAEL WATSON: I see, all right.
12 And then we see:

13 "The context for this review --
14 during the initial electricity
15 restructuring process."

16 And so on. And you see that. That
17 came right out of, as we see in the KPMG report.

18 MS. SARA ALMAS: Yes.

19 MR. MICHAEL WATSON: Okay. Next page.

20

21 (BRIEF PAUSE)

22

23 MR. MICHAEL WATSON: Report structure.
24 And we see a bunch of that. And we see that some of
25 this again was out of the KPMG report, right?

1 MS. SARA ALMAS: It appears, yes.

2 MR. MICHAEL WATSON: Next page,

3 industry environment, and we see, you know:

4 "Province remains concerned about
5 the continued operation of about
6 eight (80) municipally owned LDCs
7 and it believes that this results in
8 additional costs through economies
9 of scale. Many observers expect the
10 province to take steps to encourage
11 additional LDC consolidation."

12 You see that?

13 MS. SARA ALMAS: Yes.

14 MR. MICHAEL WATSON: Next par -- page.

15 Then "Transfer tax," I don't understand this. I'm not
16 going to ask you anything about that. Next.

17 MS. SARA ALMAS: Good thing.

18 MR. MICHAEL WATSON: And "Financial
19 pressures," don't understand that either. Let's go
20 on. "Regulatory environment," go on. Keep going.
21 "Implications," keep going. "Restructuring options,"
22 okay, let's look at this. Now we saw that the KPMG
23 report talked about status quo as being one option,
24 right?

25 MS. SARA ALMAS: Yes.

1 MR. MICHAEL WATSON: And the second
2 one was changing that by selling all or part of
3 Collus, right?

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: Okay. And here
6 what we see is, under the -- under the options, are
7 status quo, Town continue ownership and operation.
8 That's exactly what KPMG had said, right?

9 MS. SARA ALMAS: Correct.

10 MR. MICHAEL WATSON: As one of the
11 options.

12 MS. SARA ALMAS: Right.

13 MR. MICHAEL WATSON: Right. Then,
14 "Sale":

15 "Town can entertain offers for
16 purchase from interested parties. A
17 number of variants are open. These
18 include the Town could sell its
19 ownership interest in its entirety,
20 could seek to sell only a partial
21 interest."

22 And that was using somewhat different
23 words, what KPMG had said as well.

24 MS. SARA ALMAS: Yes. There's -- I'm
25 aware that there was a few iterations of the

1 presentations.

2 MR. MICHAEL WATSON: Right. And so we
3 now get to what seems to be the first mention of the
4 third one, which was ultimately chosen by the Town,
5 right, and that is the strategic partnership, right?

6 MS. SARA ALMAS: Correct.

7 MR. MICHAEL WATSON: All right. So
8 this was something that KPMG had not identified to
9 Collus in its report, as we've seen, right?

10 MS. SARA ALMAS: That's right.

11 MR. MICHAEL WATSON: But obviously
12 it's something that came up in within Collus, the
13 Board, Mr. Houghton, Mr. Muncaster, and all of them,
14 right?

15 MS. SARA ALMAS: That's correct.

16 MR. MICHAEL WATSON: Including Mr.
17 McFadden, Mr. Electricity in Ontario.

18 MS. SARA ALMAS: Right.

19 MR. MICHAEL WATSON: Right. Strategic
20 partnership,

21 "The Town can seek financial or
22 technical partners or both.
23 Consideration could also be given to
24 a lease arrangement such as
25 mentioned previously."

1 MS. SARA ALMAS: Right. I'm just
2 thinking about my last comment. I can't confirm if
3 Mr. McFadden was in the middle of those discussions,
4 so -- but saying that, yes, he made the decision to
5 change it to strategic partnership, I don't know if he
6 did or not. I wasn't -- I wasn't aware if he was at
7 those meetings.

8 MR. MICHAEL WATSON: But -- but I
9 didn't say that he made that decision, but this came
10 out of a discussion within Collus, right?

11 MS. SARA ALMAS: Right.

12 MR. MICHAEL WATSON: And you remember
13 the email that we looked at where Mr. Houghton had
14 sent the presentation to Mr. McFadden. He'd gone
15 through this, said very good, and he talked about all
16 of that, right?

17 MS. SARA ALMAS: Right. So I don't
18 know if there was any other conversations. I don't
19 want to say yes or no.

20 MR. MICHAEL WATSON: Fair enough. I -
21 - I understand that, okay. Now da da da da da...

22

23 (BRIEF PAUSE)

24

25 MR. MICHAEL WATSON: Yes. Make this

1 the next exhibit, please, Your Honour.

2 THE HONOURABLE FRANK MARROCCO: Yes.

3 THE REGISTRAR: Exhibit 21.

4

5 --- EXHIBIT NO. 21: CPS0004397

6

7 CONTINUED BY MR. MICHAEL WATSON:

8 MR. MICHAEL WATSON: We have seen --
9 sorry, let's go back, if we may, to TOC516351.

10

11 (BRIEF PAUSE)

12

13 THE HONOURABLE FRANK MARROCCO: Can I
14 get that number again?

15 MR. MICHAEL WATSON: Yes, 516351.

16

17 CONTINUED BY MR. MICHAEL WATSON:

18 MR. MICHAEL WATSON: And remember we
19 looked at these -- the in camera minutes, June 27th of
20 2011, right? And again, we remind ourselves that the
21 in camera session started at 6:10 p.m., as it's
22 indicated at the top.

23 MS. SARA ALMAS: Yes.

24 MR. MICHAEL WATSON: And we can go
25 down to the bottom, but I think everybody remembers

1 that it ended at 8:49 p.m., right, so two (2) hours,
2 thirty-nine (39) minutes, and yes, you said that there
3 were some other things discussed, but then let's --

4 MS. SARA ALMAS: Less significant
5 items.

6 MR. MICHAEL WATSON: -- let's go up to
7 see --

8 THE HONOURABLE FRANK MARROCCO: I'm
9 sorry, what -- what was your answer?

10 MS. SARA ALMAS: Further to these,
11 because I had an opportunity after our review
12 yesterday to look at what those meetings were, and
13 there was a personnel litigation matter and there was
14 a review of real estate RF -- RFPs that was part of
15 this meeting, so those were the items that were
16 redacted.

17 THE HONOURABLE FRANK MARROCCO: Thank
18 you.

19

20 CONTINUED BY MR. MICHAEL WATSON:

21 MR. MICHAEL WATSON: Right, thank you.
22 And so what we see, if we can just go down to the
23 unredacted part, scroll down just a bit, again we see,
24 and we went through this yesterday, Mr. Ed Houghton
25 provided an update for Council's information. And

1 these are minutes that -- that you took?

2 MS. SARA ALMAS: Yes.

3 MR. MICHAEL WATSON: All right. And
4 so it says "Mr. Ed Houghton provided an update for
5 Council's information," right?

6 MS. SARA ALMAS: Correct.

7 MR. MICHAEL WATSON: So obviously
8 there had to have been some kind of prior discussion
9 with Council beforehand to which this was an update,
10 right?

11 MS. SARA ALMAS: They had presented
12 their business plan information earlier that month, so
13 this is a further update to them because normally they
14 didn't have, you know, that regular, consistent
15 interaction with Collus, I guess.

16 MR. MICHAEL WATSON: I understand, but
17 you will remember -- and you're talking about the May
18 30th meeting, right, of Council?

19 MS. SARA ALMAS: Yes, I believe so.

20 MR. MICHAEL WATSON: Right. And
21 that's the meeting at which in open session Mr.
22 Houghton and Mr. Fryer for part of it made a
23 presentation about the business plan.

24 MS. SARA ALMAS: Yes.

25 MR. MICHAEL WATSON: And of course

1 there was absolutely nothing in that about any
2 possible -- you know, about any study for
3 investigating strategic opportunities at all, right?

4 MS. SARA ALMAS: Correct.

5 MR. MICHAEL WATSON: Okay. And so --
6 and -- and -- but there was an in camera, a short in
7 camera session of about twenty-five (25) minutes that
8 -- at that meeting. Remember that?

9 MS. SARA ALMAS: Yes. And it had
10 nothing to do with Collus.

11 MR. MICHAEL WATSON: Okay. But in any
12 event, what we have here then is Mr. Houghton
13 providing an update for Council's information on a
14 study, not an update about a business plan cause' that
15 a -- that a -- and, you know, report -- an update on a
16 study that Collus Power's undertaking to investigate
17 strategic opportunities. The way it sounds to me is
18 that there had been some discussion at a prior Council
19 meeting about exactly that topic. Isn't that so?

20 MS. SARA ALMAS: I -- I guess, and --
21 and how you interpret that, yes, but I can confirm
22 that was not a conversation about that before, not
23 that I --

24 MR. MICHAEL WATSON: So this --

25 MS. SARA ALMAS: Not that I recollect.

1 MR. MICHAEL WATSON: So this is the
2 first time that it had come to Council?

3 MS. SARA ALMAS: I believe so.

4 MR. MICHAEL WATSON: Right. Now, we
5 had some discussion, and, Your Honour, I do need to
6 raise this, we had some discussion yesterday about
7 draft minutes.

8 MS. SARA ALMAS: Yes.

9 MR. MICHAEL WATSON: And I think for a
10 lot of us here, it was the first time we ever heard
11 about draft minutes.

12 MS. SARA ALMAS: Right.

13 MR. MICHAEL WATSON: We've had some
14 discussion overnight about that, and it appears -- it
15 seems likely that there are no draft minutes in the
16 four hundred forty thousand (440,000) documents that
17 have been produced, so I want to ask you just a couple
18 questions about that, please.

19 THE HONOURABLE FRANK MARROCCO: Well -
20 - well, wait -- wait a second. I -- I don't -- why
21 don't you ask your questions without the
22 editorializing that there are no draft minutes and
23 we'll -- we'll explore that, but I -- I really -- I
24 really don't know that your statement to that effect
25 to this Witness is really helpful. Why not just ask

1 the Witness what you want to ask her about.

2 MR. MICHAEL WATSON: I simply want to
3 indicate to Your Honour that we have had these
4 discussions in an effort to find this.

5

6 CONTINUED BY MR. MICHAEL WATSON:

7 MR. MICHAEL WATSON: However, you
8 talked about draft minutes and that draft minutes
9 would still be available. If you wanted to go to find
10 those draft minutes of these meetings, where would you
11 look?

12 MS. SARA ALMAS: I still have them. I
13 looked at them actually last night to see what further
14 commentary and there really isn't any significant
15 further commentary than what's there.

16 MR. MICHAEL WATSON: So there's
17 something --

18 THE HONOURABLE FRANK MARROCCO: Sorry,
19 Ms. Almas -- I'm sorry, Mr. Watson. I apologize for
20 interrupting.

21 MS. SARA ALMAS: Certainly --

22 THE HONOURABLE FRANK MARROCCO: You
23 looked at -- you have the draft --

24 MS. SARA ALMAS: Yes.

25 THE HONOURABLE FRANK MARROCCO: --

1 minutes?

2 MS. SARA ALMAS: Yes.

3 THE HONOURABLE FRANK MARROCCO: And
4 you looked at them?

5 MS. SARA ALMAS: Yes. Following our
6 conversation yesterday, just to see what type of
7 commentary there was. In a lot of items, if they're
8 pretty straightforward, I would actually have all the
9 information basically prepared as is in there and then
10 add anything that I needed. In this specific case
11 there really wasn't any significant, if any,
12 commentary that was different from this.

13 MR. FREDERICK CHENOWETH: I'm
14 wondering whether we're talking about the draft
15 minutes for the June 27th meeting or whether the
16 Witnesses is commenting on all of her draft minutes.

17 THE HONOURABLE FRANK MARROCCO: Well,
18 I -- I don't know. I think the Witness at this point
19 was just responding to Mr. Watson's question. Why
20 don't you just explore that with her, Mr. Chenoweth,
21 when you're cross-examining her?

22 MR. FREDERICK CHENOWETH: Very good,
23 thank you.

24 THE HONOURABLE FRANK MARROCCO: But
25 thank you for pointing that out.

1 MS. SARA ALMAS: I can confirm it was
2 just the specific ones that I looked at.

3 THE HONOURABLE FRANK MARROCCO: When -
4 - when -- I'm trying not to interfere too much with
5 Mr. Watson's cross-examination, so I may come back to
6 this after -- after they've all asked you questions.

7 MS. SARA ALMAS: Certainly.

8

9 CONTINUED BY MR. MICHAEL WATSON:

10 MR. MICHAEL WATSON: So just so we can
11 make it clear, you -- the draft minutes from all
12 Council and -- all Council meetings in 2011 are
13 readily available to you.

14 MS. SARA ALMAS: Yes, they are.

15 MR. MICHAEL WATSON: And so for all
16 the ones that we've talked about, May 30th and
17 November 17, and this one on June 27, and December 5,
18 they're all available?

19 MS. SARA ALMAS: Yes.

20 MR. MICHAEL WATSON: Thank you. Now,
21 we -- we see that, and we saw yesterday, that this
22 meeting lasted two (2) hours forty (40) minutes,
23 right?

24 MS. SARA ALMAS: Yes.

25 MR. MICHAEL WATSON: Right. And we

1 see that -- that -- and do you have a recollection of
2 that now, of -- of this presentation we made and the
3 PowerPoint and so on?

4 MS. SARA ALMAS: I do recall it but it
5 -- it's kind of because I've had a lot of conversation
6 about this whole sale.

7 MR. MICHAEL WATSON: And so Mr.
8 Houghton went through that twenty (20) or so page
9 presentation, right?

10 MS. SARA ALMAS: Yes.

11 MR. MICHAEL WATSON: And there's a lot
12 of information in there, so that can perhaps account
13 for why the in camera session took a long time. I
14 know there were things too but is that right?

15 MS. SARA ALMAS: He went through each
16 slide of the presentation, yes.

17 MR. MICHAEL WATSON: All right. And
18 then we see that you recorded that -- that Mr. -- that
19 Mr. Houghton and Mr. Fryer addressed questions from
20 Council, including concerns with valuations,
21 partnerships, assets, and so on. Do you see that?

22 MS. SARA ALMAS: Correct.

23 MR. MICHAEL WATSON: So there were
24 various questions that were asked about all of those
25 topics.

1 MS. SARA ALMAS: Correct.

2 MR. MICHAEL WATSON: I'm going to
3 assume that, you know, since this was, you know, the
4 first time this had been discussed, it was a two and a
5 half (2 1/2) hour meeting, that you probably took
6 notes of what those questions were and what the
7 answers were.

8 MS. SARA ALMAS: I did not. So I
9 record all decisions and directions of Council, so
10 for the purposes of my minutes, I summarize what the
11 items are but I don't put individual questions in the
12 requisite response to it.

13 MR. MICHAEL WATSON: Even in the draft
14 minutes?

15 MS. SARA ALMAS: Even in the draft
16 minutes.

17 MR. MICHAEL WATSON: I see.

18 MS. SARA ALMAS: Or I should say on
19 occasion there might be something that I need to
20 clarify that's in a draft, that I keep the draft
21 minutes if that forms part of what the ultimate
22 direction or instruction is going to be.

23 MR. MICHAEL WATSON: This has already
24 -- I'm not sure if it's been marked as an exhibit. If
25 it hasn't, maybe have it marked as an exhibit. It may

1 already have --

2 THE HONOURABLE FRANK MARROCCO: What
3 is it, 516351?

4 MR. MICHAEL WATSON: Yes.

5 THE HONOURABLE FRANK MARROCCO: I
6 think we referred to this yesterday, did we not?

7 MR. MICHAEL WATSON: We did. I just
8 forget whether it was made an exhibit.

9 THE HONOURABLE FRANK MARROCCO: It's
10 well -- 15, Mr. Watson.

11 MR. MICHAEL WATSON: All right, thank
12 you. Thank you very much.

13

14 CONTINUED BY MR. MICHAEL WATSON:

15 MR. MICHAEL WATSON: Okay, getting
16 toward the end then, and that's it for that, and just
17 a couple more points from -- from FD-1, if we can go
18 back to that.

19 So now we're now at the end of --
20 we're at the -- we're at the end of June of twenty --
21 of 2011. And if in FD-1 -- we can go, please, to
22 paragraph 237.

23

24 (BRIEF PAUSE)

25

1 MR. MICHAEL WATSON: Now -- sorry,
2 just before we deal with this date, are you aware that
3 there was a meeting at the Town office on June 29th,
4 just two (2) days after the in camera presentation to
5 Council involving Mr. Houghton, the mayor, Dean
6 Muncaster, Ms. Wingrove, and Brian Bentz of
7 PowerStream?

8 MS. SARA ALMAS: I'm aware -- I'm
9 aware now that there was. I can't remember if at the
10 time I was aware, but I -- I definitely know there was
11 a meeting because I gathered all the information and--

12 MR. MICHAEL WATSON: Right. Do you
13 think that Ms. Wingrove probably did tell you about
14 that or did not tell you about that, about that
15 meeting, it was going to happen?

16 MS. SARA ALMAS: I don't recollect.

17 MR. MICHAEL WATSON: One (1) way or
18 the other?

19 MS. SARA ALMAS: No.

20 MR. MICHAEL WATSON: I see, all right.
21 So now we get to July 27th, one (1) month later. Ed
22 Houghton sent the email to Dean Muncaster, Mayor
23 Cooper, David McFadden, Time Fryer, CAO Wingrove, Doug
24 Garbet (phonetic), and Pam Hogg stating:

25 "Chairperson Muncaster and I were

1 hoping to provide you with an update
2 meeting on our efforts seeking a
3 strategic partner. We're also
4 hoping to discuss the next steps
5 that we will be taking in the
6 process..."

7 Et cetera. Were you aware of the fact
8 that these people in -- at Collus, including the mayor
9 and CAO Wingrove, were working on a strate -- on a
10 strategic partner?

11 MS. SARA ALMAS: I don't believe that
12 I was aware that that was happening at that time.

13 MR. MICHAEL WATSON: All right. So
14 that was something that -- that was not within your
15 area of responsibility, I take it?

16 MS. SARA ALMAS: Right. That's right.

17 MR. MICHAEL WATSON: And we can see
18 that CAO Wingrove, however, was involved, right?

19 MS. SARA ALMAS: Correct.

20 MR. MICHAEL WATSON: And, in fact,
21 that Ed Houghton himself had taken it upon himself
22 back in May to involve her. And Mr. McFadden
23 commented on that, right?

24 MS. SARA ALMAS: I -- I think that was
25 in June, but yes.

1 MR. MICHAEL WATSON: Okay. And then
2 finally, paragraph 240, we see here, then, Ed Houghton
3 and Dean Muncaster reported to the team -- this was
4 Strategic Partnership Task Team -- that they'd
5 attended initial meetings with potentially interested
6 bidders, and that they'd used a consistent
7 introduction at each meeting.

8 And we see that PowerStream was on July
9 7th, Hydro One and St. Thomas Energy on July 20, and
10 Viridian and Horizon Utilities on July 26th. You see
11 that?

12 MS. SARA ALMAS: I see that.

13 MR. MICHAEL WATSON: And you recognize
14 four (4) of those as being -- as -- as being potential
15 bidders who were invited to make presentations to
16 Collus in this very room in the fall, in September,
17 right, before the RFP came out?

18 MS. SARA ALMAS: In this very room?
19 I'm not aware of that.

20 MR. MICHAEL WATSON: All right. But
21 those are four (4) bidders who actually did put in
22 bids, right?

23 MS. SARA ALMAS: I believe so.

24 MR. MICHAEL WATSON: All right. And
25 were you aware -- were you made aware at the time --

1 and that is July, this July time period, that the
2 Strategic Partnership Task Team had arranged for
3 meetings with these four (4) bidders?

4 MS. SARA ALMAS: I believe so.

5 MR. MICHAEL WATSON: Okay. And you
6 probably would have heard that probably from Ms.
7 Wingrove, CAO?

8 MS. SARA ALMAS: No. I believe it's
9 just because I've -- I've seen all the documents
10 since. And so again, this whole energy and LDC
11 partnership portfolio was not my portfolio.

12 MR. MICHAEL WATSON: I understand. So
13 you --

14 MS. SARA ALMAS: So I'm -- I'm going
15 on just information that I've read, and inf --
16 information that I know now. So I'm not -- I don't
17 think that I'm the correct person to answer a lot of
18 these questions, sorry.

19 MR. MICHAEL WATSON: I understand. I
20 was -- I was asking you about whether you thought that
21 at the time you were aware. I take it, then, that you
22 just can't say one way or the other?

23 MS. SARA ALMAS: That is correct.

24 MR. MICHAEL WATSON: Okay. Fine. And
25 so, then, we have counsel, it appears, being informed

1 of the details of the investigation about
2 opportunities for Collus on June 27th, right?

3 MS. SARA ALMAS: Correct.

4 MR. MICHAEL WATSON: And your meeting
5 with Mr. Bonwick was twenty-five (25) days earlier,
6 correct?

7 MS. SARA ALMAS: June 2nd.

8 MR. MICHAEL WATSON: Right. And so
9 when you met with him, Collus had yet to report to the
10 Board what they had been thinking about and doing up
11 until that time, right?

12 MS. SARA ALMAS: Correct.

13 MR. MICHAEL WATSON: And so looking
14 back on it in retrospect, would you agree that it's
15 not at all surprising that Mr. Bonwick would have been
16 very circumspect in what he said to you on June 2nd,
17 given that this hadn't even been said to -- to Collus?

18 THE HONOURABLE FRANK MARROCCO: And
19 just -- just -- Ms. Almas, don't answer that question.

20 MR. RYAN BREEDON: I -- I'm --

21 THE HONOURABLE FRANK MARROCCO: Mr.
22 Breedon...?

23 OBJ MR. RYAN BREEDON: I'm sorry, I have
24 to object. I -- I have to object to this.

25 I -- I don't know how this Witness

1 could possibly answer that question about what was in
2 Mr. Bonwick's mind at the time of this meeting, or how
3 it would be helpful.

4 MR. MICHAEL WATSON: Your Honour, in -
5 - in this Inquiry, and certainly yesterday, Ms. Almas
6 was asked, looking back on all of it now, what her
7 reaction is to it all in various meetings and so on,
8 that she was not involved in at all. There was no
9 problem with that.

10 It seems to me, in my respectful
11 submission, that it's perfectly prop -- I'm not asking
12 what was in Mr. Bonwick's mind, but I form -- I
13 formulated the question very, very carefully. It's
14 not at all surprising that he would be circumspect in
15 what he said to her. In my respectful submission,
16 it's a proper question.

17 THE HONOURABLE FRANK MARROCCO: I'll
18 allow the question. Ms. Almas, would you please
19 answer the question if you can?

20 MS. SARA ALMAS: Certainly. Again, at
21 -- at the time, whenever I had my conversation with
22 Mr. Bonwick, I was thinking generally -- because he
23 said that he was working with the CHEC group of
24 companies, which included Collus, for PR activities,
25 communications, community outreach.

1 So knowing that a strategic partnership
2 came -- came up, and, you know, at that point, I
3 hadn't necessarily heard of PowerStream's involvement
4 at that time. But knowing that if PowerStream was
5 involved in some sort of strategic partnership
6 opportunity, was that the service that Mr. Bonwick was
7 providing? I -- not necessarily would I have
8 necessarily put that together.

9

10 CONTINUED BY MR. MICHAEL WATSON:

11 MR. MICHAEL WATSON: Fair enough.
12 Just on this last answer, and this will be the last
13 one, Your Honour, I think that you may have added
14 something when you said that he said in that meeting
15 that he was working with the CHEC group. What you
16 said yesterday was that there was discussion about the
17 CHEC group and discussion about PowerStream and
18 Collus.

19 MS. SARA ALMAS: Because he was
20 working -- act -- actually, I -- I think it's pretty
21 consistent, that in my notes, he indicates that he was
22 working with local electric -- he was -- put in a
23 proposal to work with PowerStream --

24 MR. MICHAEL WATSON: Yes.

25 MS. SARA ALMAS: -- for work within

1 the CHEC group of companies that were in the region,
2 and which Collus was one (1) of them.

3 MR. MICHAEL WATSON: All right. Fine.
4 I understand that. Those are my questions. Thank you
5 very much, Ms. Almas, and I'm sorry this has taken
6 longer than I'd anticipate. Thank you, Your Honour.

7 THE HONOURABLE FRANK MARROCCO: Thank
8 you, Mr. Watson.

9
10 (BRIEF PAUSE)

11
12 MR. MICHAEL WATSON: Sorry. Thank
13 you. I'm told about six (6) exhibits. I apologize.
14 Other documents to be marked: CJI8820. Next, the ALE
15 closing book. Next --

16 THE HONOURABLE FRANK MARROCCO: No --
17 is there a number with that?

18 MR. MICHAEL WATSON: No. It's just
19 called ALE closing book. We brought it up --

20 THE HONOURABLE FRANK MARROCCO: All
21 right. That's fine. That's fine.

22 MR. MICHAEL WATSON: Okay. ALE1517.
23 ARB234. ALE2782, and KPM1030. If they could be
24 marked, Your Honour.

25 THE HONOURABLE FRANK MARROCCO: Yes.

1 MR. MICHAEL WATSON: Thank you, Your
2 Honour. And now I'm done.

3

4 --- EXHIBIT NO. 22: CJI0008820

5

6 --- EXHIBIT NO. 23: ALE Closing book

7

8 --- EXHIBIT NO. 24: ALE0001517

9

10 --- EXHIBIT NO. 25: ARB000234

11

12 --- EXHIBIT NO. 26: ALE0002782

13

14 --- EXHIBIT NO. 27: TOC0004994

15

16 --- EXHIBIT NO. 28: CJI0010494

17

18 THE HONOURABLE FRANK MARROCCO: You --
19 you indicated you looked at -- let me...

20

21 (BRIEF PAUSE)

22

23 THE HONOURABLE FRANK MARROCCO: Yes.

24 You indicated that you looked at -- and I'm just
25 trying to clarify, first of all, what you looked at --

1 minutes of the -- draft minutes of in camera meetings?

2 MS. SARA ALMAS: Yes. So what I --

3 THE HONOURABLE FRANK MARROCCO: Last -
4 - last night, you looked at them?

5 MS. SARA ALMAS: Sorry, through --
6 Your Honour, I looked at after the meeting the whole
7 conversation about the June 27th, 2011 meeting,
8 because I wanted to see why it was all blacked out,
9 for one, and so I -- seen that there was two (2) other
10 significant matters in that document. And then I also
11 looked at draft version that I had to see if there was
12 any significant commentary from what was revised, and
13 there -- there wasn't.

14 THE HONOURABLE FRANK MARROCCO: And
15 are you speaking of the one (1) meeting, or did you --
16 did you --

17 MS. SARA ALMAS: The -- the one (1).

18 THE HONOURABLE FRANK MARROCCO: --
19 engage in a broader review than that?

20 MS. SARA ALMAS: I know that there is
21 other meetings, that I do have more comments included
22 in them. And I'm -- I'm -- I --

23 THE HONOURABLE FRANK MARROCCO: More
24 com -- more comments about the matters with which we
25 are concerned, or --

1 MS. SARA ALMAS: And I --

2 THE HONOURABLE FRANK MARROCCO: --

3 more comments?

4 MS. SARA ALMAS: -- about the matters
5 that we're concerned about, and I'm pretty sure that
6 the Inquiry has them, because I believe that I've seen
7 them.

8 THE HONOURABLE FRANK MARROCCO: All
9 right.

10 MS. SARA ALMAS: And I believe that I
11 checked with my deputy clerk, actually, to ensure that
12 all the drafts were provided too, so I will have that
13 further conversation at break, but I'm pretty sure
14 that you have them all.

15 THE HONOURABLE FRANK MARROCCO: Fine.
16 Thank you. Who's cross-examining next?

17 MR. FREDERICK CHENOWETH: Thank you,
18 Your Honour. I'm for Mr. Houghton.

19 THE HONOURABLE FRANK MARROCCO: Mr.
20 Houghton.

21 MR. FREDERICK CHENOWETH: Yes, thank
22 you.

23

24 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

25 MR. FREDERICK CHENOWETH: Yes, Ms.

1 Almas. As you will know, I am solicitor for Mr.
2 Houghton, and I have a few actually fairly general
3 questions for you, with respect to the matters that
4 are before us.

5 You had told us through the course of
6 your testimony that when it came to the RFP practices
7 of the Town, that a -- a two (2) package process was
8 not an unusual thing for the Town to do?

9 MS. SARA ALMAS: Correct.

10 MR. FREDERICK CHENOWETH: So that when
11 it came to your learning that -- about the nature of
12 the bid, and the RFP and evaluation with respect to
13 this particular matter, you were not surprised to find
14 that is was a due -- package situation?

15 MS. SARA ALMAS: That is correct.

16 MR. FREDERICK CHENOWETH: All right.
17 And in addition, it was not, I take it from what I
18 understand, unusual that the evaluation with respect
19 to a bid would involve a -- a different weighting
20 between the financial aspects of the bid and the
21 nonfinancial aspects of the bid?

22 MS. SARA ALMAS: That is correct.

23 MR. FREDERICK CHENOWETH: All right.
24 And I think you've indicated that the weighting of the
25 evaluation between financial and nonfinancial aspects

1 was, in general, a function of the matter with which
2 the RFP was dealing?

3 MS. SARA ALMAS: Correct. It -- it
4 could be varying, dep -- depending on what the matter
5 was.

6 MR. FREDERICK CHENOWETH: All right.
7 I take it that it was not unusual in or about
8 2010/2011 for the Town of Collingwood to give greater
9 weight to the nonfinancial package then to the
10 financial package?

11 MS. SARA ALMAS: I can't say for
12 certainty, but that would -- that would be my general
13 recollection.

14 MR. FREDERICK CHENOWETH: All right.
15 So it was not a rarity for them to give greater weight
16 to the nonfinancial aspects of a bid?

17 MS. SARA ALMAS: Correct.

18 MR. FREDERICK CHENOWETH: In fact, it
19 would not have been a rarity for the Town to describe
20 a 60 percent valuation weight to a nonfinancial
21 package, or a 70 percent nonfinancial weight to the
22 evaluation of a bidder's package?

23 MS. SARA ALMAS: Certainly. Depending
24 on what the RFP was, there could be variances like
25 that for the consideration of nonfinancial versus

1 financial.

2 MR. FREDERICK CHENOWETH: And -- and
3 that kind of weighting, i.e., 60 percent, or 70
4 percent weighting towards the nonfinancial aspects
5 would not have been a rarity, or would not have been
6 unusual for the Town in or about 2010 or 2011?

7 MS. SARA ALMAS: I'm sorry, can you
8 rate -- restate the question?

9 MR. FREDERICK CHENOWETH: I am
10 suggesting to you that in 2010/2011, to weight the
11 nonfinancial aspects of the two (2) package process,
12 60 percent or 70 percent to nonfinancial would not
13 have been unusual for the Town of Collingwood in or
14 about that period?

15 MS. SARA ALMAS: Correct.

16 MR. FREDERICK CHENOWETH: Thank you.
17 With respect, you also indicated through the course of
18 your testimony that you did not have occasion to read
19 all of the documentation. In particular, the purchase
20 and sale agreement and the shareholders agreement that
21 you signed on March 6th?

22 MS. SARA ALMAS: That's correct. I
23 did not read those documents in their entirety.

24 MR. FREDERICK CHENOWETH: Thank you
25 very much. And you did indicate, however, that you

1 relied on the advice of -- of legal counsel with
2 respect to the nature and quality of those documents?

3 MS. SARA ALMAS: Correct, and in
4 collaboration with review with our CAO, Ed Houghton,
5 the lawyer, Leo Longo, and Mayor Cooper at the time,
6 to review any outstanding concerns that we might have.

7 MR. FREDERICK CHENOWETH: All right.
8 And that review took place -- I was a little uncertain
9 about that. That -- you had a meeting, in fact, with
10 the people you've just mentioned --

11 MS. SARA ALMAS: Right.

12 MR. FREDERICK CHENOWETH: --
13 contemporaneous with your signing of the documents on
14 March 6th?

15 MS. SARA ALMAS: I -- I know that it
16 was early March, and I have -- I can't say for certain
17 what date it was, whether it was -- whether it was the
18 2nd or the 6th, there's -- but it was in that
19 timeframe that we had the conversation.

20 MR. FREDERICK CHENOWETH: So it would
21 have been somewhere between the 2nd and the 6th that
22 you had a meeting with the people you've described --

23 MS. SARA ALMAS: Correct.

24 MR. FREDERICK CHENOWETH: -- Ed
25 Houghton, the CAO, and -- and Leo Longo --

1 MS. SARA ALMAS: And Mayor Cooper.

2 MR. FREDERICK CHENOWETH: -- and Mayor
3 Cooper to discuss -- and, in fact, the purpose was to
4 discuss and understand the nature of the document that
5 you were considering executing on behalf of the Town?

6 MS. SARA ALMAS: Correct, because
7 together, with the package of -- of documents we
8 received was also a memo that also outlined the
9 information. So we had that, but we wanted to have
10 further conversation with Mr. Longo about those
11 documents.

12 MR. FREDERICK CHENOWETH: All right.
13 And I take it as a result of that meeting, and as a
14 result of the discussions you had with Mr. Longo
15 during the course of that meeting, you felt that you
16 had an understanding of the nature and quality of the
17 documents to the extent that would allow you to
18 execute the documents?

19 MS. SARA ALMAS: There was no --
20 following the meeting, I believe there was a couple
21 changes, because some still had headers and footers on
22 them that needed to be adjusted. We received the
23 final forms, and they were executed based on the memo
24 in our conversation.

25 MR. FREDERICK CHENOWETH: All right.

1 And you were satisfied from the memo in the
2 conversations that the document you were about to sign
3 was in keeping with the intent of Council?

4 MS. SARA ALMAS: I was.

5 MR. FREDERICK CHENOWETH: Thank you.

6 And --

7

8 (BRIEF PAUSE)

9

10 MR. FREDERICK CHENOWETH: Yes.

11 Better?

12

13 (BRIEF PAUSE)

14

15 MR. FREDERICK CHENOWETH: Thank you.

16 And I take it that you also -- did you -- did you
17 regard the documents as a useful course of action for
18 the Town of Collingwood?

19 MS. SARA ALMAS: I -- I'm not sure of
20 your question, sorry.

21 MR. FREDERICK CHENOWETH: Well, did
22 you think that the strategic partnership -- or did you
23 have an opinion with respect to whether or not the
24 strategic partnership was a good concept -- strategic
25 partnership with respect to the power distribution

1 company for the Town of Collingwood, did you have an
2 opinion as to whether or not that was an appropriate
3 approach for the Town of Collingwood and its citizens?

4 MS. SARA ALMAS: No. I -- I do not --
5 I did not have an opinion, because I did not -- I did
6 not understand the electricity market, or any of the -
7 - the information. It wasn't my portfolio to -- to
8 have a position.

9 MR. FREDERICK CHENOWETH: All right.
10 And it really wasn't part of the task that you were
11 undertaking --

12 MS. SARA ALMAS: Absolutely.

13 MR. FREDERICK CHENOWETH: -- at that
14 time?

15 MS. SARA ALMAS: That's correct.

16 MR. FREDERICK CHENOWETH: You were
17 executing a task with respect to ensuring that the
18 wishes of the Town Council, who had been reviewing
19 this matter --

20 MS. SARA ALMAS: That's correct.

21 MR. FREDERICK CHENOWETH: -- were
22 carried out by the course of your signing that
23 document?

24 MS. SARA ALMAS: That's correct.

25 MR. FREDERICK CHENOWETH: Okay. And

1 in fact, you -- you would have observed, I think, that
2 Mr. Longo --

3 MS. SARA ALMAS: Sorry --

4 MR. FREDERICK CHENOWETH: -- appeared
5 to have a familiarity with the document, and was --
6 had a facility with the document by the time -- with
7 both documents that I'm talking about in particular,
8 the purchase and sale agreement, and the unanimous
9 shareholders agreement -- he appeared to have a
10 facility with those documents at the time of your
11 meeting and at the time that you're view -- you're
12 viewing the memo?

13 MS. SARA ALMAS: In -- in recollecting
14 that meeting, I believe that I felt that he had an
15 understanding of the documents.

16 MR. FREDERICK CHENOWETH: And in fact,
17 you were relying on him to have that understanding?

18 MS. SARA ALMAS: They were forwarded
19 to me through him, not directly from Ron Clark or
20 Corrine Kennedy, and I did -- I did believe that he
21 had an understanding, and hence why he indicated he
22 would be available to answer any questions. He didn't
23 say, if you have any questions, talk to Ron Clark.

24 MR. FREDERICK CHENOWETH: Right. And
25 if there was any questions at that meeting, they were

1 answered by Leo Longo?

2 MS. SARA ALMAS: Yes, I believe so. I
3 don't know if there's anything that he had to refer
4 back to his colleagues for or not, but he was --

5 MR. FREDERICK CHENOWETH: In any
6 event, any questions that arose during the course of
7 that -- that meeting were addressed in part by Leo
8 Longo?

9 MS. SARA ALMAS: Yes. Yes.

10 MR. FREDERICK CHENOWETH: All right.
11 Good.

12 MS. SARA ALMAS: Sorry, if I may, to
13 answer a previous question that he had?

14 THE HONOURABLE FRANK MARROCCO: Yes.

15 MS. SARA ALMAS: He asked what my
16 opinion was, and asked my -- I didn't have a -- an
17 opinion on -- on the sale of the Hydro company, but I
18 had an opinion on the 50/50. Like, my personal -- I -
19 - I was kind of shocked that there would be a 50/50
20 sale, and we'd lose ownership. So that -- that was --
21 I did have an opinion at the time, but that was my
22 opinion.

23

24 CONTINUED BY MR. FREDERICK CHENOWETH:

25 MR. FREDERICK CHENOWETH: There had

1 been talk of a -- a 50/50 sale for quite an extensive
2 period of time, I take it?

3 MS. SARA ALMAS: Yes.

4 MR. FREDERICK CHENOWETH: Is that
5 correct?

6 MS. SARA ALMAS: Since -- since the
7 strategic partnership discussion in June/July of 2011
8 --

9 MR. FREDERICK CHENOWETH: Right.

10 MS. SARA ALMAS: -- yes, that I wasn't
11 involved --

12 MR. FREDERICK CHENOWETH: And -- and
13 in particular, it's mentioned -- as a friend Mr.
14 Watson took you through, the mention of strategic
15 partnership, in fact, more than six (6) months
16 earlier, in June of -- June 27th, 2011, when the
17 strategic partnership option was discussed with
18 Council?

19 MS. SARA ALMAS: Yes. That was the
20 date I was referring to.

21 MR. FREDERICK CHENOWETH: Very good.
22 So when you say you were shocked, I -- I take it that
23 there was certainly no immediate surprise with respect
24 to the fact that when you were dealing with the
25 documents on the 6th of March, that you were dealing

1 with the document that directed --

2 MS. SARA ALMAS: No.

3 MR. FREDERICK CHENOWETH: -- a
4 strategic partnership?

5 MS. SARA ALMAS: Yeah. I had complete
6 understanding. And it -- and maybe "shocked" isn't
7 the right word. Like, I think maybe, you know,
8 surprised that we would entertain a 50/50 sale, you
9 know, I -- I didn't, like, I -- it -- I guess trying
10 to understand that more. But it was Council's
11 decision to go forward with a 50 percent sale.

12 So when I executed those documents in
13 March of 2012, and I executed Council's decision to
14 proceed with that.

15 MR. FREDERICK CHENOWETH: Right. So
16 it was Council's decision --

17 MS. SARA ALMAS: Yes.

18 MR. FREDERICK CHENOWETH: -- to go
19 with a 50/50 partnership?

20 MS. SARA ALMAS: Yes.

21 MR. FREDERICK CHENOWETH: All right.
22 And that approach was, to some extent, in your view, a
23 surprise?

24 MS. SARA ALMAS: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 Thank you. And there's no doubt that -- that Council
2 gave full consideration to -- to that approach, the
3 strategic partnership approach? In fact, there had
4 been a number of meetings that counsel had in which
5 they discussed that specific approach?

6 MS. SARA ALMAS: Yes. They were
7 presented with all the options, as indicated in that
8 report that was presented to them.

9 MR. FREDERICK CHENOWETH: Right. And
10 there'd been meetings, in fact, since June of -- of
11 2011, right up until the bylaw, et cetera, was passed
12 on January 23rd of 2012?

13 MS. SARA ALMAS: Yes, that's correct.

14 MR. FREDERICK CHENOWETH: And -- so
15 that Council was pretty clear by January 2012 on what
16 they wish to do?

17 MS. SARA ALMAS: They were.

18 MR. FREDERICK CHENOWETH: And had been
19 fully informed about the options and its -- and its
20 considerations?

21 MS. SARA ALMAS: Correct.

22 MR. FREDERICK CHENOWETH: Thank you.
23 And given that background and understanding that
24 counsel had been fully informed on an ongoing basis,
25 and made -- and made the choice that they made, you

1 were again cont -- content to execute the documents on
2 or about March 6 of 2012?

3 MS. SARA ALMAS: I was, hence why they
4 were executed.

5 MR. FREDERICK CHENOWETH: Thank you.

6

7 (BRIEF PAUSE)

8

9 MR. FREDERICK CHENOWETH: I had a
10 sense -- I think you mentioned yesterday that Ms.
11 Wingrove had some concerns and some questions that she
12 raised during the course of the meeting with Leo Longo
13 and others that took place between March 2nd and March
14 6th?

15 MS. SARA ALMAS: Yes.

16 MR. FREDERICK CHENOWETH: And I think
17 you indicated that Mr. Houghton made an effort to
18 answer those questions?

19 MS. SARA ALMAS: Correct. So I recall
20 the conversation, if Leo indicated, you know, not sure
21 why it was prepared in this format, then Ed would say,
22 you know, the background to this, and this is why
23 we're going forward with -- with what's being
24 proposed. And so there was a few kind of
25 conversations along that line.

1 MR. FREDERICK CHENOWETH: All right.
2 Thank you. And I think you indicated yesterday, and I
3 just wanted to confirm with you now, that by the end
4 of that question and answer session, Ms. Wingrove
5 appeared to be satisfied with the questioning --
6 satisfied with respect to the questions that she'd
7 raised?

8 MS. SARA ALMAS: Correct. If -- if
9 the CAO remained not satisfied, I would not have
10 executed the documents.

11 MR. FREDERICK CHENOWETH: And you were
12 satisfied that she was satisfied, and therefore you
13 executed the documents?

14 MS. SARA ALMAS: That's correct.

15 MR. FREDERICK CHENOWETH: Very good.
16 Thank you. So that -- following the execution of the
17 documents, there appeared to be one (1) major
18 condition in order to carry through the intent of the
19 documents, i.e. it was necessary to get the Ontario
20 Energy Board's approval?

21 MS. SARA ALMAS: That's right.

22 MR. FREDERICK CHENOWETH: All right.
23 And I take it there was a period of calm, or a period
24 of waiting after the execution of the documents on
25 March 6th, awaiting the anticipated hearing of the

1 Ontario Energy Board, and -- and the conclusion of
2 that Board's consideration of the matter?

3 MS. SARA ALMAS: There was a period of
4 calmness, not necessarily because of -- or only
5 because of the waiting of the OEB. The functions of
6 the government wasn't calm during that time.

7 MR. FREDERICK CHENOWETH: That -- that
8 may or may not be the case. But with respect to this
9 matter --

10 MS. SARA ALMAS: Yes. It was calm
11 during that period with respect to this matter.

12 MR. FREDERICK CHENOWETH: All right.
13 Very good. And people were awaiting the Ontario
14 Energy Board decision?

15 MS. SARA ALMAS: Yes.

16 MR. FREDERICK CHENOWETH: All right.
17 And that decision was made in a timely way --

18 MS. SARA ALMAS: M-hm.

19 MR. FREDERICK CHENOWETH: -- and
20 matters moved towards -- uneventfully moved towards a
21 close on July 31st, 2012?

22 MS. SARA ALMAS: That's correct.

23 MR. FREDERICK CHENOWETH: All right.
24 And on July 31st, 2012, you had to sign a -- a further
25 document?

1 MS. SARA ALMAS: Documents, yes.

2 MR. FREDERICK CHENOWETH: All right.

3 And in particular, the matter of the service
4 agreements arose in or about the time of closing?

5 MS. SARA ALMAS: Correct.

6 MR. FREDERICK CHENOWETH: And there
7 had been an undertaking in the purchase and sale
8 document that the -- that negotiations would take
9 place to finalize the service agreements --

10 MS. SARA ALMAS: Correct.

11 MR. FREDERICK CHENOWETH: -- prior to
12 the time of closing?

13 MS. SARA ALMAS: Correct.

14 MR. FREDERICK CHENOWETH: And those
15 service agreements were service agreements between the
16 entities that were being purchased, in particular,
17 Power Solutions and the -- and the purchaser,
18 PowerStream?

19 MR. WILLIAM MCDOWELL: Collus Power
20 Solutions?

21 MS. SARA ALMAS: So...

22

23 (BRIEF PAUSE)

24

25 MR. WILLIAM MCDOWELL: So I just want

1 to be clear here. You mean Collus Power Solutions?

2 Because it gets confusing, that --

3 MR. FREDERICK CHENOWETH: Yes, it --
4 it -- that -- it would be Collus Power Solutions
5 following the closing.

6

7 CONTINUED BY MR. FREDERICK CHENOWETH:

8 MR. FREDERICK CHENOWETH: The -- the
9 purpose -- the -- the issue with respect to the
10 service agreements was that they were the -- the
11 negotiations of those service agreements between some
12 of the Collus entities, Solutions in particular, and
13 the new entity, Collus PowerStream needed to be
14 reviewed, and if necessary, renegotiated and re-signed
15 --

16 MS. SARA ALMAS: And it --

17 MR. FREDERICK CHENOWETH: -- before
18 the closing on the 31st?

19 MS. SARA ALMAS: And -- and the -- I -
20 - I think that you're missing the Town of Collingwood
21 as a party, too, so Collus Power -- sorry, Collus
22 Solutions, Collus PowerStream, the Town of
23 Collingwood, there was a few shared services and
24 service arrangements that needed to be confirmed.

25 MR. FREDERICK CHENOWETH: If I'm

1 missing that, I didn't intend to.

2 MS. SARA ALMAS: Okay.

3 MR. FREDERICK CHENOWETH: In any
4 event, the point of it all is that the review and
5 reconsideration of those service agreements had not
6 been completed --

7 MS. SARA ALMAS: That's right.

8 MR. FREDERICK CHENOWETH: -- by the
9 time of the closing on the 31st?

10 MS. SARA ALMAS: That's correct.

11 MR. FREDERICK CHENOWETH: And that was
12 the source of one (1) of the significant documents
13 that you executed on or about July 31st, which was an
14 undertaking to again address those service documents
15 and conclude their finalization?

16 MS. SARA ALMAS: Significance only to
17 the fact of it being required to close the -- the
18 Transaction, but it was an undertaking to ensure that
19 that work was completed within I believe the next six
20 (6) months, or whatever the time period was, so I
21 didn't believe there was any significance.

22 MR. FREDERICK CHENOWETH: I believe
23 the time period was a year.

24 MS. SARA ALMAS: A year? Okay.

25 MR. FREDERICK CHENOWETH: Yeah. All

1 right. So that the parties, after the closing, agreed
2 that they would have a year to conclude the
3 negotiations of those agreements?

4 MS. SARA ALMAS: Okay.

5 MR. FREDERICK CHENOWETH: Very good.
6 And that was the -- I take it really the only matter
7 of any real significance that -- that arose in or
8 about the time of the closing, i.e., the lack of
9 completeness of the service agreements?

10 MS. SARA ALMAS: Correct.

11 MR. FREDERICK CHENOWETH: All right.
12 And can you assist with respect to -- or would you
13 know who was in charge of -- of the preparing those
14 service agreements and/or being involved in the
15 negotiation of those service agreements as the closing
16 date of July 31st presented itself?

17 MS. SARA ALMAS: I believe it was your
18 client, Ed Houghton, was -- was responsible. At -- at
19 that time he was the acting CAO, as well as the
20 president/CEO of Collus, so he would be trying to
21 negotiate, basically, on -- on both parties, and it --
22 it wasn't completed by that time. So I recollect
23 seeing emails with, I believe, Ron Clark and Ed
24 Houghton earlier in July saying they're not done, and
25 we need to prepare something to ensure that the

1 Transaction closes by the end of the month.

2 MR. FREDERICK CHENOWETH: Would --
3 would you have any concept as to -- to whom within the
4 Collus organization the responsibility for those
5 service agreements had been delegated? Would you know
6 whether or not they had been delegated to Tim Fryer to
7 resolve that issue?

8 MS. SARA ALMAS: No, I do not know.

9 MR. FREDERICK CHENOWETH: Thank you.
10 Your Honour, those are my questions.

11 THE HONOURABLE FRANK MARROCCO: Thank
12 you, Mr. Chenoweth.

13 MR. FREDERICK CHENOWETH: Thank you
14 very much. Thank you.

15 THE HONOURABLE FRANK MARROCCO: I -- I
16 think I said we'd break at 11:30, but I think we'll
17 break now that -- because the next questioner will no
18 sooner start and then we'll stop.

19 So We'll take the morning break.

20

21 --- Upon recessing at 11:26 p.m.

22 --- Upon resuming at 11:46 a.m.

23

24 MR. MICHAEL WATSON: Your Honour, I've
25 been asked by --

1 THE HONOURABLE FRANK MARROCCO: You're
2 not Mr. Marron.

3 MR. MICHAEL WATSON: I am not. I've
4 been asked to correct something and that is an exhibit
5 identification, Your Honour.

6 THE HONOURABLE FRANK MARROCCO: Mr.
7 Watson, you're going to have to delegate this
8 responsibility to somebody else.

9 MR. MICHAEL WATSON: Yeah, I -- I know
10 that. My colleagues have told me that. I'm going to
11 have to sit at the back for the rest and that's fine.

12 So, Exhibit 27, which was -- this is
13 sort of bottom of the front page of the Globe,
14 previously read out as doc ID KPM1030. It's supposed
15 to be corrected to TOC4994.

16 MR. WILLIAM MCDOWELL: Objection.
17 Sorry.

18 MR. MICHAEL WATSON: Thank you, Your
19 Honour.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you, Mr. Watson. Thank you for all your help.

22 MR. MICHAEL WATSON: Thank you, Your
23 Honour. Mr. Marron...?

24

25 CROSS-EXAMINATION BY MR. GEORGE MARRON:

1 MR. GEORGE MARRON: Now, I normally
2 refer to you Sara. I'll refer to you as Ms. Almas.
3 So if I drop the ball, it's due to anything other than
4 commonplace parlance in my usual way of addressing
5 you.

6 MS. SARA ALMAS: No problem.

7 MR. GEORGE MARRON: Now, I made some
8 notes yesterday, Ms. Almas, but -- but I made them
9 with an understanding that last evening I would have
10 an opportunity to review what you said on a transcript
11 of the proceedings and what you said and I learned to
12 my chagrin at some point during the evening that that
13 wasn't going to be made available to me.

14 So, I -- I want to caution you that if
15 I put a question to you and --

16 THE HONOURABLE FRANK MARROCCO: I'm
17 sorry, Mr. Marron, the transcript wasn't up? They
18 didn't post the transcript?

19 MR. GEORGE MARRON: No, there was --
20 there was a technical glitch or something.

21 THE HONOURABLE FRANK MARROCCO: All
22 right, thank you -- thank you for telling me.

23

24 CONTINUED BY MR. GEORGE MARRON:

25 MR. GEORGE MARRON: So I wanted, Ms.

1 Almas, to know that if -- if I'm referring to the
2 notes that I made with my understanding of what you
3 were saying and it hasn't been reviewed with the
4 transcript which would be the verbatim account of what
5 you're making.

6 So, if -- if there's some issue in the
7 question, if it's presupposed on what I believe that
8 yesterday's evidence was then correct me if you would.

9 MS. SARA ALMAS: Certainly.

10 MR. GEORGE MARRON: Or if there's a
11 further question let me know. I represent Mayor
12 Sandra Cooper, as she then was and I wanted just to
13 go down through the notes and I'll do that
14 specifically in reference to your evidence as you gave
15 it in-chief in the sense of to the -- to the
16 Commission Counsel yesterday. I don't intend to get
17 into the areas that were raised in cross-examination.

18 But I have some -- some trouble with
19 your acknowledgement yesterday and I had some trouble
20 because it's so out of character. I mean, you have a
21 wonderful representation in the community of the Town
22 of Collingwood and you've been in your job, as you
23 indicated, since 2008.

24 I can speak of people who deal pretty
25 regularly with you and they've never heard a bad word

1 and I think generally in the community that's the
2 reputation that you enjoy.

3 MS. SARA ALMAS: I appreciate that.

4 MR. GEORGE MARRON: I took note,
5 though, that you indicated towards the end of your
6 evidence in-chief that in hindsight, I should have
7 responded back to Paul Bonwick's email.

8 And that's -- that's your usual course
9 of business I mean, and the difficulty as I see it in
10 reference to what Mr. Bonwick was doing on the 2nd of
11 June is that he -- he called you and I went through
12 the -- I'm referring to the foundation document 1, at
13 page 76 through 77 and 78. So if that could -- if the
14 first page could be brought up I'm going to this in an
15 chronological way in the hopes of privity.

16 THE HONOURABLE FRANK MARROCCO: It
17 will be up there in a second.

18

19 CONTINUED BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: This is a far cry
21 from the old 22 court at the old city hall here.

22 All right. So we're ready to go then
23 at paragraph 192. So I -- I looked at the indication
24 on the 2nd of June, it said 11:35 and that was the
25 meeting that was conducted. But the email just --

1 just bear with me. I don't want this paper to explode
2 or get totally out of hand.

3 So the email that is cited in reference
4 to support the statement at page 1 -- sorry, at
5 paragraph 192 is 48763, TOC48763 and -- and it
6 indicates just by virtue of time, that at 9:53 in the
7 morning, Paul Bonwick sent an email to you and he
8 indicated that he wanted to know if you had ten (10)
9 or fifteen (15) minutes available to see him
10 preferably later that same morning.

11 And in your usual fashion you indicated
12 that you were available at 11:30 a.m. and I say usual
13 because you're someone who deals with the public and
14 enjoys the reputation you do and it's well deserved.
15 I mean, you knew Paul Bonwick and, you know, a person
16 of significance in our community having been our
17 member of Parliament for two (2) terms and having be
18 an ex member of the Town Council.

19 And so your response was certainly
20 timely was -- it was -- the way I look at it, it was
21 about twenty-five (25) or thirty (30) minutes later
22 and then you got an indication back from Mr. Bonwick
23 at 10:50 that morning that sounds great, thanks. He's
24 finished a meeting at 11:30 and he'll be there to see
25 you about 11:35; and that was your evidence, and that

1 was the evidence in the statement at 11:35.

2 Now, the -- the meeting that occurs and
3 you made the notes that you made, and it -- it
4 appeared to me -- and this is as a result of a later
5 email that was sent to Kim Wingrove. It seemed to me
6 that what he was doing, he was making some disclosure
7 to you because he had this opportunity, this business
8 opportunity to potentially do some work for
9 PowerStream, a major electrical distribution company
10 and the -- they start in Vaughan and end in Barrie
11 and, at this point, probably go father than that.

12 But -- so -- so it was a meeting of
13 substance or you wouldn't have made the notes. This
14 wasn't an attendance to have a cup of coffee and find
15 out -- conduct a social visit. So, you made the notes
16 and the notes meant something to you and if we're
17 going into the disclosure aspect of it, he indicated
18 and I won't go through it all but he indicated it was
19 PowerStream. He indicated where they were located out
20 of Vaughan. He ind -- got into a discussion of the
21 CHEC group of dis -- electrical distributors and then
22 he said one of region which would have, you know,
23 brought the purpose of his visit to your door step.

24 And he indicated that Collingwood was a
25 member of CHEC so suddenly Collus was brought in to

1 the equation. And then he -- then he got in to more a
2 personal sense of the reason for his involvement or
3 potential involvement was that it had to do with PR so
4 that's what? What's PR?

5 MS. SARA ALMAS: Public relations.

6 MR. GEORGE MARRON: Okay. So PR
7 activities which -- which is very broad term. I mean,
8 it could apply to a lot of things. So sort of a
9 general explanation or a general indication.

10 And then you've community outreach and,
11 you know, what is that? It means very little to me.

12 What would -- what would that entail.

13 MS. SARA ALMAS: So what I took from
14 that is working with this potential client being
15 PowerStream to have some community engagement of
16 various activities, I guess. I can't recall
17 specifically.

18 MR. GEORGE MARRON: So -- I mean,
19 these are your words. This is what you wrote down and
20 what we're referring to at 193 is the typed
21 reproduction of your notes?

22 MS. SARA ALMAS: Yes.

23 MR. GEORGE MARRON: Okay. So -- so it
24 meant something to you then in reference to --

25 MS. SARA ALMAS: Yes. Yep.

1 MR. GEORGE MARRON: -- to why he was
2 there, and now we put down president, was that in
3 relation to him, it must have been, because in the
4 following line you've got "CEO PowerStream, Brian
5 Bentz.

6 So was Paul saying that he was the
7 president of a Corporation or --

8 MS. SARA ALMAS: I don't actually
9 recollect. I don't know if that was -- I wrote down
10 CEO Brian Bentz and as Ed Houghton was the president
11 and CEO of our LDC, whether it was in that context too
12 or whether it was regarding him being president of
13 Compenso, I can't confirm.

14 MR. GEORGE MARRON: Well, might it
15 have referred to Ed Houghton and to Collus.

16 MS. SARA ALMAS: No, no. Just respect
17 to the title for Brian Bentz.

18 MR. GEORGE MARRON: Okay. And then
19 you got here an arrow "email to confirm." Now, that's
20 obviously something, a note that you made to yourself.

21 Had you were going to confirm --

22 MS. SARA ALMAS: So he had requested
23 that I had sent -- if I would send an email to confirm
24 our conversation.

25 MR. GEORGE MARRON: Right.

1 MS. SARA ALMAS: And so that's what I
2 said.

3 MR. GEORGE MARRON: Right.

4 MS. SARA ALMAS: I wasn't comfortable.

5 MR. GEORGE MARRON: And then it says
6 here, Paul was sent email and you put a question mark
7 behind but -- but the reality is he did send an email
8 and he sent it the same day, right?

9 MS. SARA ALMAS: Right. So I had
10 wrote it questioning like maybe that would be
11 something he would undertake and he gratefully said,
12 you know, offered up that idea and that's how we
13 concluded that conversation.

14 MR. GEORGE MARRON: Okay. So -- so in
15 the course of this disclosure the next entry is --
16 that you made was Ian's role. Now, that refers as you
17 indicated -- at least I made a note of Ian Chadwick
18 and --

19 MS. SARA ALMAS: Yes.

20 MR. GEORGE MARRON: -- I -- I believe
21 that's what you said yesterday in reference to the
22 word "Ian"?

23 MS. SARA ALMAS: That's correct.

24 MR. GEORGE MARRON: And then it's got
25 an arrow "media relations and training." So it

1 indicated that somehow or other he and Ian Chadwick,
2 who was a member of Council of council at the time
3 that Paul Bonwick and Ian Chadwick were going to be
4 working together in unison or with a common purpose.

5 MS. SARA ALMAS: Correct.

6 MR. GEORGE MARRON: And -- and then
7 you got "grant." Well, Grant's not an individual.
8 Grant refers to a momentary grant.

9 MS. SARA ALMAS: Yes, so grant
10 writing.

11 MR. GEORGE MARRON: Yeah, and a grant
12 writing application. So this brought in the -- the --
13 did this bring in -- was there some discussion about
14 this ethanol company that was experiencing
15 difficulties in the sense that they owed the Town
16 about a million dollars?

17 MS. SARA ALMAS: I don't believe so
18 and that was kind of my struggle in -- in looking at
19 these notes is that I believe that Paul and I were
20 just having a general conversation about Ian's role
21 whenever he does -- or might be doing something for --
22 for the -- his corporation or company. I -- we didn't
23 get in to any specific detail.

24 MR. GEORGE MARRON: Okay. Okay, but
25 you -- but you wrote that down, "grant writing --

1 MS. SARA ALMAS: Yes.

2 MR. GEORGE MARRON: -- and
3 applications?

4 MS. SARA ALMAS: Yes.

5 MR. GEORGE MARRON: And is it fair to
6 say that it could been referring to the AGP company
7 because we read in the materials that it becomes the
8 subject of discussion not only with Collus but with
9 the Town of Collingwood because of the substantial
10 debt owed by this company and the fact that Paul
11 Bonwick at some point was brought in by AGP to address
12 whether they could potentially get a grant from the
13 Ontario government or from someone.

14 MS. SARA ALMAS: I know that AGP was a
15 significant topic of discussion back in that time, but
16 I can't confirm whether that was part of the
17 conversation.

18 MR. GEORGE MARRON: Okay, but it would
19 be fair to say that it could of -- AGP could have been
20 mentioned?

21 MS. SARA ALMAS: Yeah, I'm --

22 MR. GEORGE MARRON: If it were you
23 didn't write it down but it could have been.

24 MS. SARA ALMAS: Right. If -- if I
25 would have had to -- yeah, I'm leaning on more that it

1 wouldn't have been mentioned but there is a
2 possibility.

3 MR. GEORGE MARRON: Okay. Well --
4 well -- and -- and the difficulty is, I mean, these
5 are notes that you set out at the time which were an
6 attempt to sort of circumscribe what was being
7 discussed and what was being disclosed to you and you
8 wrote these notes without any thought whatsoever that
9 someday, i.e., today, someone such as myself might be
10 asking you some questions pertaining to it, right?

11 MS. SARA ALMAS: My note-writing
12 skills have gotten a lot better.

13 MR. GEORGE MARRON: Yeah and so --so
14 they were notes that you made to refresh your own
15 memory, they weren't --

16 MS. SARA ALMAS: Yes.

17 MR. GEORGE MARRON: -- something that
18 you anticipated having to give evidence on under oath
19 in a proceeding?

20 MS. SARA ALMAS: Correct.

21 MR. GEORGE MARRON: All right. So --
22 so then what -- what happens next in the chronology
23 then if we look at paragraph 194 and I've got the --
24 yeah, here we are. And this is reference to -- it's
25 on the next page, Your Honour, at page 77. The

1 reference to the source -- document source and its
2 ALE176.

3 I am content though to --

4 THE HONOURABLE FRANK MARROCCO: It's
5 there now.

6

7 CONTINUED BY MR. GEORGE MARRON:

8 MR. GEORGE MARRON: Good. Okay, thank
9 you. I -- I just refer to that. I take no issue with
10 what is -- is set out in paragraph 194, but I did want
11 to indicate that in chronology of events -- I mean,
12 you've had this meeting and it was 11:35 and it would
13 have taken some time so at 12:37, you know, within the
14 hour of the meeting or perhaps thereabouts at least
15 he's -- he's sending you an email and he's thanking
16 you for taking the time out.

17 I mean, Paul's a very polite
18 individual, conducts himself as a gentleman and isn't
19 difficult in any way in that regard.

20 MS. SARA ALMAS: Correct.

21 MR. GEORGE MARRON: So -- so he sends
22 a note to you and I take it that that -- and wishes
23 you a great weekend and I take it that that is sort of
24 in keeping with his general way of doing things and
25 his demeanour as he's known.

1 And then the document -- the email
2 document confirms that at 12:37 and then at the -- at
3 the top of the document, page 176, it indicates June
4 the 2nd at 12:37:37. So, he copies that email to
5 Brian Bentz and to John Glicksman who are principles
6 in the PowerStream company. Okay, you see that. Okay
7 so this -- so this is what's going on then as of
8 12:37:37.

9 The next indication is on June the 2nd
10 at 12:37:05 so it might be inserted perhaps if we are
11 looking at the time and being exact. But in any
12 event, there's -- there's an email that's sent from
13 Paul Bonwick to Brian Bentz and to John Glicksman and
14 this copies you, Ms. Almas, and it sets out Compenso
15 proposal, which is Paul Bonwick's company. You knew
16 that.

17 MS. SARA ALMAS: Correct.

18 MR. GEORGE MARRON: And it said
19 importance high and the note is to Brian and John,
20 once again, principals of PowerStream and indicating
21 that he had an opportunity to meet with you this
22 morning and he described the services company would be
23 providing throughout the region as well as specific to
24 Collingwood.

25 And he also includes in one (1) of the

1 purposes apparently for his approaching you was that
2 PowerStream wanted some information that would confirm
3 that there was no conflict of interest that he would
4 have with his sister who was the mayor.

5 So he -- he sets out that he obtained
6 an opinion or an interpretation from you which there's
7 a differentiation between interpretation and opinion
8 but he set it out and as it relates to my sister. So
9 he set out the area and indicated that -- and he says,
10 quite clear, that might be a bit of an overstatement
11 but the fact of the matter is that the opinion or the
12 thought that he would have had in leaving your office
13 was that there wasn't any conflict of interest in
14 accordance with the Ontario Municipal Act.

15 And -- and this is one (1) of the
16 problems that arises, I suggest --

17 MS. SARA ALMAS: Well, Conflict of
18 Interest Act.

19 MR. GEORGE MARRON: -- is the -- the
20 Municipal Act as it concerns the targeted individuals
21 for conflict of interest. It excludes people that are
22 now presently included in the Collingwood --

23 MS. SARA ALMAS: Code of Rules.

24 MR. GEORGE MARRON: -- rules, yeah,
25 yeah.

1 MS. SARA ALMAS: Collingwood Code of
2 Conduct is what he's referring to.

3 MR. GEORGE MARRON: Thank you for
4 that.

5 MS. SARA ALMAS: Certainly.

6 THE HONOURABLE FRANK MARROCCO: and I
7 think, Mr. Marron, you said the Municipal Act. I
8 think you meant the Municipal -- the Conflict of
9 Interest Act.

10 MS. SARA ALMAS: Correct.

11 MR. GEORGE MARRON: Of the Town of
12 Collingwood.

13 THE HONOURABLE FRANK MARROCCO: No, I
14 think you referred to the Municipal Act and I think
15 you meant to refer to the Conflict of Interest Act.

16 MR. GEORGE MARRON: Oh, was it, thank
17 you for that. Well, I referred to both of them, okay.
18 All right.

19

20 CONTINUED BY MR. GEORGE MARRON:

21 MR. GEORGE MARRON: Okay. And -- and
22 he indicates as well at the bottom that Ms. Almas
23 agreed to be copied on this message, okay. So he's
24 put it forward.

25 And -- okay, so that's at 12:37:05 on

1 the 2nd of June. So -- so the difficulty that I had
2 in looking at the foundation document is that
3 paragraphs 196 and 197 were inserted into this chain
4 of emails that was being conducted with PowerStream,
5 Paul Bonwick and yourself.

6 So if we go over to page 78 and look at
7 page 198 and now we're talking -- now we're talking
8 the 3rd of June and we've got an email that's sent on
9 the 3rd of June at nine o'clock in the morning and
10 it's sent, once again, to John Glicksman and Brian
11 Bentz, Sanda DiPonio and it talks about an agreement.

12 And this is in reference to his
13 retainer agreement with PowerStream, Ms. Almas, so and
14 it indicates here that further to his emails of
15 yesterday, the original documents that you sent
16 through are now completely accurate and require no
17 changes. And the clerk has been thoroughly briefed by
18 me. There's -- that might have been a bit of an
19 overstatement the word "thoroughly."

20 MS. SARA ALMAS: Yes.

21 MR. GEORGE MARRON: But if -- if it
22 had been it -- the clerk has been briefed by me it
23 would have passed mustard, right, so it may be a
24 little to sweet to say "thoroughly" but, in any event,
25 that's what it says.

1 And it says, previously a discussion
2 had taken place between the mayor and the deputy
3 mayor. And we heard about, you know, the request that
4 you received from Deputy Mayor Lloyd and that was at
5 some earlier point in time but it talks about the
6 mayor.

7 And I'm suggesting to you that on the
8 3rd of June you didn't know that Paul Bonwick had
9 approached the mayor on the 2nd of June and he did
10 that by way of an email request -- just have your
11 indulgence here. An email request the 2nd of June.
12 I'm looking now at... I don't have a number on this
13 but if it just -- I'll refer you to -- to paragraph
14 190. Excuse me.

15 Yeah, I've got to go back to paragraph
16 196 and 197, I apologize for the lack of tightness of
17 all this but being inundated with this paper. So it
18 indicates in paragraph 196 that Paul Bonwick provides
19 Sandra Cooper, Mayor Cooper with Brian Bentz' email
20 address and I can indicate to you that I have the
21 email here and it indicates that the email was sent at
22 10:03:09 on the morning of June the 2nd.

23 The next paragraph 197 --

24 MR. JOHN MATHER: Sorry, Mr. Marron,
25 I don't mean to interrupt you. Do you want that doc

1 ID pulled up.

2 MR. GEORGE MARRON: No, I don't think
3 it advances anything.

4 MR. JOHN MATHER: Okay, sorry. Sorry
5 I didn't mean --

6 MR. GEORGE MARRON: Other than the
7 time. Thank you.

8

9 CONTINUED BY MR. GEORGE MARRON:

10 MR. GEORGE MARRON: So -- so the next
11 indication is at page 197 on the same day, June the
12 2nd, and I have the email reproduction here, TOC48811.
13 Could that be called up?

14 THE HONOURABLE FRANK MARROCCO: Yes.

15 MR. GEORGE MARRON: Thank you.

16

17 CONTINUED BY MR. GEORGE MARRON:

18 MR. GEORGE MARRON: So this is a
19 letter that was sent on the Town of Collingwood
20 letterhead on June the 2nd. It indicates it was sent
21 by way of email and regular mail. It's addressed to
22 PowerStream to the attention of Brian Bentz and it
23 indicates --

24 THE HONOURABLE FRANK MARROCCO: You
25 want us to get the letter on -- the actual letter

1 itself?

2 MR. GEORGE MARRON: Yeah, could we?

3 Yeah, I don't --

4 THE HONOURABLE FRANK MARROCCO: Can we
5 get that letter please. Just a sec, Mr. Marron, until
6 we get it up there.

7 MR. JOHN MATHER: I believe the letter
8 is TOC48812.

9 MR. GEORGE MARRON: Thank you.
10 Normally I'd be asking to enter -- to introduce this
11 in to evidence but it's all the screen. I'm making
12 reference to it.

13

14 CONTINUED BY MR. GEORGE MARRON:

15 MR. GEORGE MARRON: So you see the
16 letter then? Okay. Have you -- I mean, you indicated
17 that you saw the -- and read the Foundation documents
18 --

19 MS. SARA ALMAS: Yes.

20 MR. GEORGE MARRON: -- in this
21 proceeding but I take it you've never seen this letter
22 until that point.

23 MS. SARA ALMAS: I don't believe that
24 I had seen it until reviewing.

25 MR. GEORGE MARRON: Well that's fair

1 because there's no indication it was ever copied to
2 you or anything. But -- but it -- it basically
3 addresses the same issue that -- by the mayor, it
4 addresses the same issue as the issue that was raised
5 as between yourself and Mr. Bonwick and the meeting
6 that you had at the town hall on the 2nd of June,
7 right?

8 MS. SARA ALMAS: Yes.

9 MR. GEORGE MARRON: Okay. And so I
10 think things are, in my submission, they're -- they're
11 moving fairly quickly here because as I indicated the
12 email chain indicates that the following day on the
13 3rd of June there's this discussion about an agreement
14 with PowerStream.

15 So -- so here's Paul Bonwick, he hasn't
16 heard back from you. And -- and that's contrary to
17 your usual practice. I mean, it's contrary to what
18 you usually do. If somebody's dealing with an issue
19 such as a conflict of interest and if they misstate
20 what the understanding -- or what your understanding
21 is you're obviously going to address that, right?

22 MS. SARA ALMAS: Certainly.

23 MR. GEORGE MARRON: Well, that's why
24 you stated on your evidence yesterday afternoon, you
25 regret that you didn't.

1 MS. SARA ALMAS: Yes.

2 MR. GEORGE MARRON: Okay, that's fair.

3 MS. SARA ALMAS: Yes.

4 MR. GEORGE MARRON: So what you did --
5 I mean, you just didn't leave it hanging. On the 6th
6 of June at 1:25 in the afternoon new sent the email
7 that you received on the 2nd of June from Paul Bonwick
8 which was directed to Brian Bentz and John Glicksman,
9 copied to you about the Compensio proposal and
10 importance high.

11 You receive that and you sent it on to
12 Kim Wingrove and then that was the 6th of June and
13 that was 1:25. And then there was some indication
14 that you met with Kim Wingrove, and you gave that
15 evidence yesterday.

16 MS. SARA ALMAS: Yes.

17 MR. GEORGE MARRON: And -- and there -
18 - I didn't quite follow it. I made a note what I
19 followed but I made a note that you used -- or perhaps
20 you didn't but she may have used the term "battle."

21 MS. SARA ALMAS: I -- I --

22 MR. GEORGE MARRON: B-A-T-T-L-E.

23 MS. SARA ALMAS: I -- I use the -- I
24 use the word, we need to, you know, choose our battles
25 and that was my terminology and it might not have been

1 the best words but...

2 MR. GEORGE MARRON: Well, it -- it --
3 obviously you refer to -- but -- that's put it this
4 way, a difference of opinion; would that be fair?

5 MS. SARA ALMAS: Yes.

6 MR. GEORGE MARRON: I mean, you're --

7 MS. SARA ALMAS: Yes, yes, within that
8 -- the correspondence that Mr. Bonwick sent me.

9 MR. GEORGE MARRON: Well, it wouldn't
10 be -- it wouldn't be a small matter to you because
11 you've conducted yourself always in a proper business
12 way you would have responded but now you're being
13 directed by the CAO, we're not going to respond and
14 it's not going to get in to some battle -- that's
15 where the term "battle" may have been used.

16 But some indication. So it's a --
17 basically a direction to you to not follow through in
18 the usual manner in which you would.

19 MS. SARA ALMAS: It was a -- it was at
20 that time a conscious decision and what -- what I mean
21 by that is -- is technically in his email he didn't
22 identify that I did provide legal advice. I -- I just
23 didn't like how he put interpretation or opinion. He
24 put in quotes "the wrong Act."

25 MR. GEORGE MARRON: Right.

1 MS. SARA ALMAS: But I knew that he
2 said that he wanted, you know, Brian Bentz wanted some
3 comfort about this and I had indicated I wasn't
4 providing legal advise.

5 And if I had responded and copied
6 everybody and said this is not legal advice, he didn't
7 -- he didn't say in his email it was legal advice.

8 So it was kind of -- it was a decision
9 at that point that in hindsight it shouldn't have
10 mattered to me. It was -- it's more important that my
11 message gets across clear and if Paul Bonwick had to
12 go to a lawyer, Mr. Bentz question him, saying you
13 don't have the appropriate advice that I've asked you
14 to get, then it would been a trigger for him to go get
15 legal advice.

16 MR. GEORGE MARRON: Yeah.

17 MS. SARA ALMAS: That's kind of the
18 context.

19 MR. GEORGE MARRON: But -- but we're
20 were dealing with the Ontario Municipal Act, which is
21 so straightforward it's simple. I mean it sets out
22 the number of people and talks about a pecuniary
23 interest, direct or indirect. I mean it's pretty
24 simple stuff.

25 MS. SARA ALMAS: So the municipal

1 Conflict of Interest Act does have some complications
2 with it.

3 MR. GEORGE MARRON: Okay. I'm happy
4 to leave it at that. All right. All right. But the
5 reality is is that you didn't know, and I take it that
6 there's no note in the notes you made of the interview
7 that -- that you and Paul had, or the talk that you
8 had, there's -- there's no reference to Sandra Cooper.
9 There's no reference to the mayor, right?

10 MS. SARA ALMAS: Correct.

11 MR. GEORGE MARRON: So -- so you
12 didn't make any inquiry as to, well, does this
13 conflict of interest pertain to your sister, Sandra
14 Cooper, or does it pertain to the fact that you're
15 representing a company that -- and you got Ian
16 Chadwick, who's a member of Council on the Board, and
17 supposedly he's associated with you. I mean, we're
18 left with the notes that you have.

19 MS. SARA ALMAS: Correct.

20 MR. GEORGE MARRON: And in fairness,
21 you've been very straightforward. You said you made
22 these notes. This is a long time ago and you're
23 relying on the notes to refresh your memory, and I
24 would suggest you'd be relying on those fairly
25 heavily. Fair to say? You recall the incident but --

1 MS. SARA ALMAS: I can tell you -- I
2 can tell you that this matter, this specific matter
3 and email and conversation has come up over the last
4 seven (7) to eight (8) years on a number of occasions,
5 so it's not the first time I'm going back to it, and
6 as noted before, Mr. Bonwick is -- is prominent and I
7 do remember the conversation, so I'm pretty
8 comfortable in my notes and the conversation, and it
9 was relating to his sister's potential interest.

10 MR. GEORGE MARRON: Well -- well, of
11 course the difficulty with that -- and -- is that we
12 don't have any notes of any of these subsequent
13 involvements where you may have said something or
14 somebody may have said something to you and -- and --
15 and yet you have a sterling reputation. So -- but --
16 but that's -- sometimes it's not the evidence you
17 give, it's the fact of the omissions or the inability
18 to reproduce what was said.

19 So I take it you're not really relying
20 much on that? I mean, you got your notes from the 2nd
21 of June, and anything that's subsequent to that, well,
22 we can't make any inquiry of what it was or anything
23 of that sort, because it's not basically of any
24 relevance if something happen -- happened after the
25 fact, right? Long after the fact probably.

1 MS. SARA ALMAS: Sorry, can you
2 restate your question?

3 MR. GEORGE MARRON: Well, I might have
4 difficulty doing that --

5 MS. SARA ALMAS: Okay. Sorry, I'm not
6 sure --

7 MR. GEORGE MARRON: I don't think
8 proper --

9 MS. SARA ALMAS: -- how to respond --

10 MR. GEORGE MARRON: -- argument, in
11 any event, okay.

12 Okay. And you -- you were asked some
13 questions pertaining to Aird & Berlis and their
14 involvement. I actually did a head count of the
15 lawyers who purported to be associated with Aird &
16 Berlis, and I've got five (5) lawyers listed. I've
17 got Leo Longo, who everybody knows. He's been the
18 Town solicitor for a long time and I take it it was
19 Leo -- no, he wouldn't have -- was he the Town
20 solicitor in two thousand --

21 MS. SARA ALMAS: He was on retainer at
22 that point, yes.

23 MR. GEORGE MARRON: He's had a pretty
24 steady run of it, right? And he still is, is he not?
25 Well, no, he's retired, that's right. He retired a

1 couple of years ago.

2 MS. SARA ALMAS: We have retained the
3 firm Miller Thomson now.

4 MR. GEORGE MARRON: Okay, all right.
5 And that's in the materials. I stand corrected.
6 There's John Mascarin. Now, from my review of the
7 materials, just in a general way, it seems that John
8 Mascarin and Leo Longo were -- were working basically
9 for the Town of Collingwood.

10 MS. SARA ALMAS: Yes.

11 MR. GEORGE MARRON: Okay. And then
12 we've got, as you indicated yesterday, Corrine
13 Kennedy and Ron Clark, and they're representing
14 Collus.

15 MS. SARA ALMAS: Right.

16 MR. GEORGE MARRON: And then I came
17 across an individual by the name of Scott Stoll, S-T-
18 O-L-L. Does that name ring a bell?

19 MS. SARA ALMAS: It doesn't ring a
20 bell, no.

21 MR. GEORGE MARRON: It's set out at
22 page 186 of the Foundation Document, but in any event
23 you had no involvement with him?

24 MS. SARA ALMAS: No.

25 MR. GEORGE MARRON: Okay. So -- so at

1 -- at best we've got four (4) lawyers who are actively
2 involved in this one transaction. And so who's
3 representing who or who's doing what or where? I
4 mean, this is something that I'd suggest you'd
5 probably want to stay as far away from as you possibly
6 could, right?

7 MS. SARA ALMAS: (NO AUDIBLE RESPONSE)

8 MR. GEORGE MARRON: You're restoring
9 my faith. Okay. So when -- and when our
10 commissioner, Justice Marrocco, asked you a question
11 the other day, and I may not have this down verbatim,
12 but I took it with Aird & Berlis, whether you could
13 state that they agreed to acting for both the Town and
14 Collus and your -- was that -- that's what I recorded.

15 THE HONOURABLE FRANK MARROCCO: I
16 think, Mr. Marron, my question was whether Aird &
17 Berlis had ever agreed that they were acting for both
18 Collus and the Town.

19 MR. GEORGE MARRON: The Town. Yeah.
20 Exact -- yeah. I think I have the substance of that.
21 Okay. So thank you for that.

22

23 CONTINUED BY MR. GEORGE MARRON:

24 MR. GEORGE MARRON: And I have your --
25 your response as, "I don't think so." Now -- and you

1 indicated, I made a note of this, and it's sort of a
2 characterization of the manner in which you work, you
3 said that you work best in a collaborative role. And
4 wouldn't you agree with me that the same statement
5 would apply to Sandra Cooper?

6 MS. SARA ALMAS: Yes.

7 MR. GEORGE MARRON: I mean, what we
8 have here is we've got somebody who comes in to the
9 mayor's role, and the mayor's office, in December of
10 2010, so she's the mayor going forward, certainly from
11 January 2011, and she's had experience on Council but
12 she hasn't had experience as the mayor. And so I take
13 it that when it comes to the specifics of doing the
14 job, that she relied on -- on you and -- and she would
15 rely on CAO, Kim Wingrove, fairly significantly,
16 right?

17 MS. SARA ALMAS: Yes. We --

18 MR. GEORGE MARRON: What we're seeing,
19 and I'm sure you saw as well, when you review this
20 foundation brief, I mean, she relied on other people
21 to assist her with some correspondence.

22 MS. SARA ALMAS: I've seen that.

23 MR. GEORGE MARRON: Okay. And -- and
24 oftentimes the correspondence she received by way of
25 draft wasn't in any way altered other than the fact it

1 went out on the mayor's letterhead.

2 But would you agree with me, and this
3 is sort of a general question, and -- but you may wish
4 to respond or you may not, but would you agree with
5 me, when they came into office, they came in having
6 been able to obtain considerable public support for
7 their agenda? They were saying we have to get the
8 finances of the Town of Collingwood under control, and
9 the regime, if I could call it, that Council -- that
10 they took over from, had made some fairly significant
11 moves towards debt, incurring debt on behalf of the
12 Town of Collingwood?

13 MS. SARA ALMAS: I can't speak to
14 specifics on --

15

16 MR. GEORGE MARRON: No.

17 MS. SARA ALMAS: --(UNREPORTABLE
18 NOISE).

19 MR. GEORGE MARRON: All right. Well,
20 I understood the debt when she came into office was
21 somewhere in the -- and there was some indication that
22 -- and there may have been exception taken to this by
23 Ed Houghton, there was some indication that the debt
24 in the Town of Collingwood when they came into office
25 in 2010, 2011, was somewhere in the neighbourhood of

1 fifty (50) million.

2 MS. SARA ALMAS: I can't confirm.

3 MR. GEORGE MARRON: Well, it was
4 somewhere in the documentation. I take it -- so -- so
5 they came in with a purpose and there seemed to be a -
6 - a determination to implement the reasons on which
7 they were elected -- seemed to be a determination to
8 do that. So -- and -- and as far as the Council was
9 concerned, Sandra Cooper was the mayor, but we had
10 some pretty determined individuals on the Town
11 Council.

12 MS. SARA ALMAS: Yes, we did.

13 MR. GEORGE MARRON: If that a fair
14 description, determined?

15 MS. SARA ALMAS: I would absolutely
16 agree.

17 MR. GEORGE MARRON: Okay. So -- so
18 here we have a person who would, and did, I suggest,
19 take under advisement any of the comments or any of
20 the reasons put forth by the other Council members in
21 an attempt to get a clear course of action and go
22 forward basically with some determination and some
23 decision.

24 MS. SARA ALMAS: Different councils
25 function in different ways.

1 MR. GEORGE MARRON: Yeah, yeah. But -
2 - but this was apparent, I take it. It was sort in
3 the air, wasn't it, so to speak?

4 MS. SARA ALMAS: Sorry, I can't -- I
5 can't recollect in 2011 the strategic planning process
6 that we now have in place for that sort of purpose, so
7 I...

8 MR. GEORGE MARRON: Okay. Just
9 getting back to the events of June the 2nd, I mean,
10 now that it's all been put before you, the mayor was
11 approached, you were approached, I mean, there's
12 nothing sinister about this. I mean this is the way
13 people who conduct business, this is the way to expect
14 them to act if there is a potential for conflict.

15 MS. SARA ALMAS: You're referring to
16 approach by Mr. Bonwick --

17 MR. GEORGE MARRON: And by the mayor
18 and what she did.

19 MS. SARA ALMAS: Yes.

20 MR. GEORGE MARRON: You'd anticipate
21 and expect this.

22 MS. SARA ALMAS: Yes. It wasn't
23 unusual to -- to have a conversation, have someone
24 come to me to ask those sorts of questions.

25 MR. GEORGE MARRON: Why -- why I ask

1 that is, you know, we -- we were given a -- what is --
2 is a witness statement of the anticipated evidence of
3 the Witness, so I'm going to reference --

4 THE HONOURABLE FRANK MARROCCO: Mr.
5 Marron --

6 MR. JOHN MATHER: Yes, Your Honour,
7 those statements are not intended to be used on
8 examination. They're confidential.

9 THE HONOURABLE FRANK MARROCCO: I -- I
10 think the approach we try to take, Mr. Marron, was
11 that they -- they wouldn't be used for cross-
12 examination. They would provide people with an
13 appreciation of what the Witness might say.

14 MR. GEORGE MARRON: Well, I -- I made
15 inquiry on that and I thought that what I was doing
16 was appropriate obviously or I wouldn't have done it.

17 THE HONOURABLE FRANK MARROCCO: And I
18 -- I don't want -- I don't want to exaggerate it, but
19 going -- but I want to establish on a going forward
20 basis that --

21 MR. GEORGE MARRON: Okay.

22 THE HONOURABLE FRANK MARROCCO: -- the
23 Witnesses have all been told that the anticipated
24 evidence was there for the purpose of disclosing to
25 the parties what the Witness would likely say, but

1 would not be used to cross-examine them.

2 MR. JOHN MATHER: And -- and -- and
3 just to add another point, they are Inquiry's
4 counsel's summaries of the anticipated evidence.

5 MR. WILLIAM MCDOWELL: Commissioner,
6 can I just speak to that briefly? I mean, I would
7 have thought, and you -- you'll direct us obviously,
8 but it's fair enough to say if -- if Ms. Jones were to
9 appear here and say "X," what would your position be
10 with respect to that, because this is the one (1)
11 opportunity that my friend has to put that question to
12 this Witness.

13 THE HONOURABLE FRANK MARROCCO: I
14 don't want the Witnesses cross-examined on the
15 statement. People know what's in the statement and
16 they can use that --

17 MR. WILLIAM MCDOWELL: Right.

18 THE HONOURABLE FRANK MARROCCO: -- to
19 formulate questions --

20 MR. WILLIAM MCDOWELL: Right.

21 THE HONOURABLE FRANK MARROCCO: -- to
22 get where they want to go. But -- but that isn't the
23 Witness's statement. It's counsel's attempt to
24 summarize what they think --

25 MR. WILLIAM MCDOWELL: Right.

1 THE HONOURABLE FRANK MARROCCO: -- the
2 Witness is going to say. And the Witness has been
3 told that the statement won't be used that way.

4 MR. WILLIAM MCDOWELL: No, and I
5 appreciate that. And, frankly, the Witness may turn
6 up and say something different, but it just seems to
7 me to be fair enough to say if it -- if it is
8 suggested later that 'X', what's your answer to that,
9 which isn't cross-examining --

10 THE HONOURABLE FRANK MARROCCO: Oh --

11 MR. WILLIAM MCDOWELL: -- on the
12 statement.

13 THE HONOURABLE FRANK MARROCCO: Oh,
14 oh. If it's put in -- in that fashion, that's fine.
15 That's just using the information in the statement --

16 MR. WILLIAM MCDOWELL: Correct.

17 THE HONOURABLE FRANK MARROCCO: -- to
18 formulate a question.

19 MR. GEORGE MARRON: Okay.

20 THE HONOURABLE FRANK MARROCCO: And
21 all I was trying to do was foreclose using it as
22 cross-examination; you said this before and now you're
23 saying this now.

24 MR. GEORGE MARRON: Okay, well --

25 THE HONOURABLE FRANK MARROCCO: That's

1 what I was trying to avoid.

2 MR. WILLIAM MCDOWELL: Yeah. Thank
3 you, Commissioner.

4 THE HONOURABLE FRANK MARROCCO: Thanks
5 for clarifying that, Mr. McDowell.

6 MR. GEORGE MARRON: I mean I'm -- I'm
7 familiar with the old principle and -- what's the
8 case, Dunn and -- Browne v. Dunn, and -- all right.
9 So then -- and of course I can always question the
10 Witness, but I -- I wanted to be fair to Ms. Almas and
11 to the Witness down the road if we're putting
12 something to them.

13 THE HONOURABLE FRANK MARROCCO: I
14 think a corollary to this is, it's the Witness's
15 evidence that we're going to rely on. It's not --
16 we're not going to -- we're not going to say that the
17 Witness said -- put something in that statement and --
18 and rely upon that as a basis for making a finding.

19 MR. GEORGE MARRON: Okay. Fair
20 enough. Thank you.

21

22 CONTINUED BY MR. GEORGE MARRON:

23 MR. GEORGE MARRON: Just -- just as
24 concerns your general relationship with Sandra Cooper
25 as mayor, and then specifically in this period of

1 time, I mean, I take it you had no difficulties with
2 her attendance? I mean, she had given up her day job
3 and was attending at the town hall and would be there
4 daily, unless in the event of illness, but --

5 MS. SARA ALMAS: Correct. Mayor
6 Cooper and I had a very --

7 MR. GEORGE MARRON: Yeah --

8 MS. SARA ALMAS: -- good, cordial,
9 professional relationship.

10 MR. GEORGE MARRON: Yeah, exactly.
11 And would it be fair to say she was doing the best she
12 could given her experience and given her background?

13 MS. SARA ALMAS: I -- I believe so.

14 MR. GEORGE MARRON: Thank you.

15

16 (BRIEF PAUSE)

17

18 MR. GEORGE MARRON: The good news is I
19 am winding down.

20

21 (BRIEF PAUSE)

22

23 MR. GEORGE MARRON: I take it -- and I
24 think we may have crossed this bridge, Ms. Almas, but,
25 I mean, you're attending on counsel, you're in open

1 sessions, you're in camera. I take it that there was
2 a -- a deferential attitude that was always displayed
3 to Council by Sandra Cooper?

4 MS. SARA ALMAS: I'm sorry, can you
5 explain that?

6 MR. GEORGE MARRON: Well deferential
7 in the sense that, you know, if there was an
8 indication and it was voted, it went on, and it was
9 something had been determined, then life went on.
10 There was -- she was deferential to any decision that
11 would have been made, whether she agreed publicly or
12 otherwise in Council.

13 MS. SARA ALMAS: There was --

14 MR. GEORGE MARRON: 2010, 2012.

15 MS. SARA ALMAS: Within that time
16 period -- I don't recall anything that happened within
17 that time period.

18 MR. GEORGE MARRON: So -- so what
19 you're saying, you don't recall anything that would
20 fly in the face of --

21 MS. SARA ALMAS: right.

22 MR. GEORGE MARRON: -- of that sort of
23 thought or comment? Okay.

24 MS. SARA ALMAS: In -- in that
25 specific time period.

1 MR. GEORGE MARRON: Yeah. Yeah.

2

3 (BRIEF PAUSE)

4

5 MR. GEORGE MARRON: All right. Thank
6 you very much. Thank you, Your Honour.

7

8 (BRIEF PAUSE)

9

10 THE HONOURABLE FRANK MARROCCO: Who
11 did -- who did you agree would be next?

12 MR. TIM FRYER: Sorry, Judge Marrocco.
13 I understood when Inquiry Counsel McGrann first
14 outlined the order of cross-examination to us back
15 during our telephone conversation, I'd be the final
16 one of the group.

17 And I had no problem with that because
18 that would provide me the opportunity to make as best
19 possible chance of where I would have minimal or no
20 questions at all, especially in cases like this one
21 where it's a former colleague from when I worked at
22 the Town of Collingwood and -- and employee from when
23 I was on Council.

24 THE HONOURABLE FRANK MARROCCO: That -
25 - that may be. I think what we did say though was

1 whoever's -- whoever's witness it was would do cross-
2 examine last.

3 MR. TIM FRYER: Okay, so --

4 THE HONOURABLE FRANK MARROCCO: I
5 think we've sort of always taken that position.

6 The idea there is that since it's your
7 witness, and you go last, then if you're concerned,
8 not you personally, but if anyone of the counsel are
9 concerned that there's been some ambiguity or some
10 mistake or something that they want to go and correct,
11 they have the opportunity to do that because they hear
12 what everybody else asked the Witness and they hear
13 all the answers. That -- that's why we do that.

14 MR. TIM FRYER: Yes, Your Honour. I
15 did read the Rules of Procedure and -- and understood
16 that, but -- and then I recalled that Mr. McDowell
17 said yesterday that the agreement amongst us was that
18 he was going to go last. I thought he was referring
19 to when Mr. Watson asked about going first, and I had
20 put that back, that I -- I was going to be the -- the
21 final. So -- so just to be clear, Mr. McDowell is
22 indicating that Town counsel is counsel for Clerk
23 Almas?

24 MR. WILLIAM MCDOWELL: Correct, yes.

25 MR. TIM FRYER: Okay. So, and again I

1 apologize, but -- for this confusion. Maybe totally
2 my lack of understanding, but I was on a town council
3 that passed a staff report that stated that legal
4 counsel cannot represent employees or members of
5 council. And this is nothing specifically about Clerk
6 Almas; this -- it only happens that she's the employee
7 that's here right now.

8 THE HONOURABLE FRANK MARROCCO: That's
9 not binding on me. I'm satisfied that she's here as -
10 - Ms. Almas is here as an employee of the Town,
11 testifying in response to a summons, and there's
12 nothing to prevent them from -- in their capacity as
13 Town counsel, from taking the view that they're here -
14 - that she's their witness. She's the Town's witness
15 and they represent the Town. I'm not going to spend
16 any more time on that. DO you want to ask any
17 questions?

18 MR. TIM FRYER: No. No, thank you,
19 because that's the ruling I was going to ask you for.
20 So I begin -- if it's okay, I'm -- I'll sit here
21 because I do have my notes on my computer and I'll be
22 very brief, and I am here --

23 THE HONOURABLE FRANK MARROCCO: My
24 question is, do you want to ask questions?

25 MR. TIM FRYER: Yes.

1 THE HONOURABLE FRANK MARROCCO: Go
2 ahead.

3 MR. TIM FRYER: Okay. And I just say
4 --

5 THE HONOURABLE FRANK MARROCCO: And
6 you can sit -- I see what you're saying. Yes, of
7 course you can sit there. Go ahead.

8

9 CROSS-EXAMINATION BY MR. TIM FRYER:

10 MR. TIM FRYER: Thank you, sir. Yes.
11 And -- and I'll just say to Clerk Almas that I
12 recognize she's been through quite a -- quite a
13 questioning, so I will try to be short. So it's just
14 a clarification, and actually, it'll involve the --
15 the July 31st letters that we've been through quite a
16 bit.

17 So the exhibit would be the CJI8820.
18 And I believe it's page 50.

19 THE HONOURABLE FRANK MARROCCO: Just
20 give us a sec till -- just wait until it comes up if
21 you're --

22 MR. TIM FRYER: Yeah. She'll be very
23 familiar with the -- this -- this is the shared
24 services agreement signators.

25 THE HONOURABLE FRANK MARROCCO: Is it

1 -- is that -- we -- we've got page 50, is that --

2 MR. TIM FRYER: Yeah, so -- so page 50

3 -- yeah, the -- if we just scroll down a little bit

4 more -- right there. Perfect.

5

6

7 CONTINUED BY MR. TIM FRYER:

8 MR. TIM FRYER: So this is just

9 reiterating some things that have been discussed

10 before. So it has the mayor and the clerk as

11 signators, which was granted by Council.

12 And I'll just ask Clerk Almas to

13 confirm that's not a rare occurrence for the clerk to

14 be notarizing major documents once Council has given

15 authority to the clerk?

16 MS. SARA ALMAS: As clerk, I am the

17 signatory for the Corporation, so that is correct.

18 MR. TIM FRYER: Yeah. But I think

19 from the comment you made just a little bit earlier,

20 in many cases, you would do that with discussion with

21 the CAO. I think you had referred to CAO Wingrove,

22 and you wouldn't sign something without making sure

23 you'd talked to her first?

24 MS. SARA ALMAS: Yes.

25 MR. TIM FRYER: Yeah. So -- so in

1 this time period, which is July, because you're
 2 referring back to March, then, when -- when CAO
 3 Wingrove was here, Mr. Houghton was both the CAO and
 4 the CEO. And so not only did you have a bevy of
 5 portfolios to deal with, but you also couldn't really
 6 go to the CAO, because the -- he was acting as the
 7 CEO, as we can see with the signator for Collus in
 8 this particular agreement.

9 Would that be a safe statement?

10 MS. SARA ALMAS: That's correct.

11 Because at the time of signing this document, Ed
 12 Houghton was the acting CAO.

13 MR. TIM FRYER: Yeah, and just because
 14 -- because the question was raised, and you made the
 15 comment that he'd be signing it as the person
 16 responsible for the shared service agreement.

17 I -- there's a spot for another
 18 signature. Any other person responsible would be --
 19 have to have signed that, I would expect, right?

20 MS. SARA ALMAS: Sorry, I'm not --

21 MR. TIM FRYER: I -- I think the
 22 question had been raised, were you aware of anybody
 23 else who would be responsible for shared services, and
 24 you had said, No. And -- on -- I'm just pointing out
 25 here is there was another spot for a signature, but

1 there's no signature.

2 MS. SARA ALMAS: I see that there is
3 no signature.

4 MR. TIM FRYER: Okay. So if we could
5 go to paragraph 766 in the -- in the foundation
6 document.

7

8 (BRIEF PAUSE)

9

10 MR. TIM FRYER: So this is a part of
11 the coverage of the report from Miller Thomson that
12 you've spoken to a couple of times. And I refer to
13 the fact that it says within the body:

14 "With respect to the service
15 agreement, Miller Thomson concluded
16 there was a strong argument for the
17 service agreement between the
18 Collingwood Public Utilities
19 Commission and Collus PowerStream
20 dated January 1st, 2003 was still in
21 force, and that the July 31st, 2012
22 letter agreement did not amend the
23 terms of the service agreement."

24 Have -- have -- if I recall yesterday,
25 when you were speaking about the services agreements,

1 the work that you and John Brown (phonetic) were
2 doing, you been working towards new service agreements
3 with the -- with Collus, and had encountered this
4 letter late in the proceedings?

5 MS. SARA ALMAS: There was work with a
6 number of staff that were working with the CAO, John
7 Brown, at the time, and --

8

9 (BRIEF PAUSE)

10

11 MS. SARA ALMAS: -- sorry. At -- at
12 the time, it was -- John Brown was initiating the
13 review, but there was other staff involved. And yes,
14 that's whenever this -- this letter came about.

15 MR. TIM FRYER: And do you recall that
16 Town Council had to be updated because this letter did
17 draw some confusion? In fact, that's why Miller
18 Thomson was asked for -- for review of it?

19 MS. SARA ALMAS: That's correct.

20 MR. TIM FRYER: Do you recall my
21 reaction to when it was brought to Council's
22 attention?

23 MS. SARA ALMAS: No, I do not.

24 MR. TIM FRYER: Okay, that's fine.

25 Those are all my questions, Your Honour. Thank you.

1 (BRIEF PAUSE)

2

3 CROSS-EXAMINATION BY MR. RYAN BREEDON:

4 MR. RYAN BREEDON: Ms. Almas, as you
5 know, one (1) of the objects of this Inquiry is to
6 make recommendations about changes going forward. And
7 yesterday, when Mr. Mather was asking you questions,
8 you touched on a number of the changes that have been
9 made from the 2011/2012 time period until today.

10 I'd like to start touching on some of
11 those. And I wonder if we could turn up the document
12 CJI10494.

13

14 (BRIEF PAUSE)

15

16 MR. RYAN BREEDON: Hopefully, I've got
17 the right number for it. And I -- I understand that
18 this is a document which you prepared in preparation
19 for giving evidence in this hearing to refresh your
20 memory as to a number of the changes that had been
21 made?

22 MS. SARA ALMAS: Yes. That is
23 correct.

24 MR. RYAN BREEDON: All right. And so
25 what we'll do is just walk through that. And as I

1 say, some of these, we've touched on, and some of them
2 we haven't.

3 So just dealing with the first item,
4 you noted under governance changes that the EMT was
5 disbanded?

6 MS. SARA ALMAS: That is correct.

7 MR. RYAN BREEDON: When did that
8 happen?

9 MS. SARA ALMAS: So it was in place
10 from roughly April/May of 2012 until April/May of
11 2013.

12 MR. RYAN BREEDON: The next item,
13 you've stated that -- or you've recorded that the
14 Council and governing -- or Council and committee
15 governance remodel happened. And perhaps you could
16 explain to Justice Marrocco what you meant by that.

17 MS. SARA ALMAS: Certainly. This was
18 a significant change for our Corporation. We didn't
19 have standing committees. So basically, we had
20 Council business appear before the public every Monday
21 evening for -- for a decision. So there was never any
22 advance notice to the public about matters that were
23 going to be decided.

24 So once John Brown, CAO at the time,
25 and myself embarked upon this governance review, we

1 looked at a number of different models and it was felt
2 best for the Corporation, and we're still using to
3 this day, was to have standing committees.

4 So basically, standing committees are
5 five (5) members of Council. And all staff reports,
6 materials, for the more -- most part are -- are all
7 vetted through the standing committee, and have a -- a
8 fulsome debate at the standing committee. And then a
9 week later, on some occasions, two (2) weeks later,
10 then it goes to Council for full and final
11 consideration.

12 So that gives the public more
13 opportunity to see the business that's happening
14 before our Council, and actually come, and attend, and
15 meet, questions, and -- and have debate. Also at the
16 standing committee, we don't require that you register
17 as a deputation. You can come, you can speak to any
18 matter that's on the agenda, which is something new.
19 So that's basically the basis for that piece.

20 MR. RYAN BREEDON: And when were those
21 changes made?

22 MS. SARA ALMAS: I believe that they
23 were in place 2014/'15.

24 MR. RYAN BREEDON: The next item on
25 the list is the implementation of a new purchasing

1 bylaw. And I believe Mr. Watson was asking you some
2 questions about that yesterday. When -- when did that
3 -- was that enacted?

4 MS. SARA ALMAS: As -- I believe that
5 was 2017 that we had that -- was put in place. I
6 actually should have put, hired the purchasing officer
7 -- or expert first, because it was her expertise that
8 helped put together a -- a more comprehensive --
9 comprehensive purchasing bylaw that we -- we have.
10 And within that purchasing bylaw speaks to, I believe,
11 asset disposal, too, as it did back in 2005. But
12 that's asset disposal, too, which is different than
13 the -- the company asset disposal that we're talking
14 about. So there still is some work that we -- we need
15 to -- to look at from that front.

16 MR. RYAN BREEDON: And this is an
17 update of the bylaw that we looked at in some detail
18 yesterday?

19 MS. SARA ALMAS: It's -- it's a whole
20 new bylaw.

21 MR. RYAN BREEDON: Yeah.

22 MS. SARA ALMAS: That 2006 one was --
23 yeah.

24 MR. RYAN BREEDON: A replacement of
25 the --

1 MS. SARA ALMAS: Yes.

2 MR. RYAN BREEDON: -- original
3 purchasing bylaw?

4 MS. SARA ALMAS: Yes.

5 MR. RYAN BREEDON: The next item on
6 your list is "changes to the code of conduct." Can
7 you describe what -- what changes were made to the
8 Code of Conduct?

9 MS. SARA ALMAS: Certainly. We --
10 during the Code of Conduct review we included the
11 issues of any sort of personal or private interest
12 relating to siblings, friends or associates. There's
13 more within that definition as well and any sort of
14 perception of undue influence on various matters, as
15 well as putting a specific provision for requiring
16 public input on a number of items that -- that
17 happened.

18 MR. RYAN BREEDON: When were those
19 changes made?

20 MS. SARA ALMAS: Roughly in that same
21 time period. Once the new council was in place, they
22 started on working together with staff on a number of
23 these initiatives.

24 MR. RYAN BREEDON: Number 5 on the
25 list states that Board establishment bylaws require

1 that MSBs or local bird -- boards must adhere to Town
2 policies and bylaws.

3 What are MSBs, first of all?

4 MS. SARA ALMAS: That's a Municipal
5 Services Board. The reason why this came in to play
6 and ironically it's at the time of the sale
7 transaction that we are required to establish a
8 Municipal Services Board for water and wastewater.

9 At that time once the electricity
10 component became Collus PowerStream, and one (1) thing
11 that internal staff made sure of, primarily myself,
12 was that any of the establishing bylaws or rules of
13 protocol, how municipal board and Municipal Services
14 Boards were set up before didn't identify that they
15 had to adhere to any of our policies.

16 So, that is something that we do now
17 that ensures that everybody is using the same policies
18 and are following the open and transparent practices
19 that we have in place now.

20 MR. RYAN BREEDON: And Number 6, and
21 this is something that was touched on yesterday, is
22 the implementation of somebody responsible for records
23 management and Freedom Of Information Requests?

24 MS. SARA ALMAS: Right. As you can
25 see there is signification documents within a

1 corporation, and -- especially too around this time
 2 frame we had a lot of -- a lot of requests. We
 3 continue to as, you know, personal privacy and
 4 protection of privacy continues to be a significant
 5 issue, as well as ensuring that our -- our records are
 6 fully managed and maintained in a -- in an easily
 7 accessible way; that's been a great benefit to the
 8 Corporation.

9 MR. RYAN BREEDON: And when -- when
 10 did that take place?

11 MS. SARA ALMAS: I believe that was
 12 2015 or '16. It was a little bit later so I should
 13 clarify that these are not in chronological order.

14 MR. RYAN BREEDON: Number 7 states
 15 that IT services were brought inhouse.

16 MS. SARA ALMAS: Certainly since
 17 Collus PowerStream transition happened, there was a
 18 lot of discussion about who actually has access and
 19 control to our Municipal electronic information.

20 We -- we now take that -- we have that
 21 in house and we our own staff that' responsible for
 22 the custody, control and security of our IT assets and
 23 infrastructure.

24 MR. RYAN BREEDON: Number 8 states
 25 that Council and in camera meeting presentation

1 material is now being managed by clerk services with
2 something called the TOMRMS electronic records system.

3 MS. SARA ALMAS: So that is
4 municipally recognized coding system within the
5 municipal government in Ontario.

6 So this ensures that all meeting
7 material, if they are not provided to us directly,
8 that individual departments actually provide all the
9 presentation meeting material within a file on our
10 server so then it's easily accessible. It's always
11 there. If there's any question about what material
12 was provided during any sort of presentation, it's --
13 it's all there together, as well as ensuring any hard
14 copies that we do receive. So if anybody attends a
15 meeting as a deputation and distributes information,
16 that all that -- that information is contained and
17 retained together.

18 MR. RYAN BREEDON: Number 9 says
19 closed meeting investigator retained. Was it that?

20 MS. SARA ALMAS: So that became a
21 requirement of the provincial government for having
22 the ability for a member of the public if they
23 questioned any reason why a municipal council went in
24 -- in closed session or in camera session, so they
25 could apply to an independent body to provide their

1 question or concern, and it could be investigated
2 independently.

3 MR. RYAN BREEDON: Number 10, says
4 brought Water Wasterwater Board in house and then
5 you've made some additional changes.

6 Could you explain that?

7 MS. SARA ALMAS: Certainly. So the
8 whole Collus Utility Services Board and the water,
9 wastewater, and how it functioned was all a very grey
10 area within the Municipality before. We didn't -- as
11 you can see through this whole transaction, it was
12 mainly carried by Collus rather than actually the
13 Town. Even the Town was a hundred percent owner of
14 the company.

15 So whenever -- as soon as it was -- it
16 was August of 2012 they had to establish a new water
17 wastewater board. It was under review actually by
18 some independent consultants retained by the Town and
19 it was recommended that that board actually report as
20 part of the Town of Collingwood.

21 So they would have their meetings and
22 all their information would be provided over at Collus
23 PowerStream. We had pretty arm's-length participation
24 with them at that time and then during this
25 consultant's review we brought it in house. We had

1 the meetings here. I became responsible as the
2 recording secretary for their functions and ensuring
3 that procedurally things were managed in -- in
4 compliance with our policies since we put that in --in
5 their new establishing bylaws.

6 So it was a pretty significant change.
7 However, from there, once we established the standing
8 committee structure now all of the water wastewater
9 components are all -- all form part of the portfolio
10 of the development and operations standing committee.

11 MR. RYAN BREEDON: Number 11 states
12 that there was a realignment of positions and
13 relationships between the Town and Collus.

14 MS. SARA ALMAS: Certainly since there
15 was a number of these shared services that happened
16 whether formally or informally with the Town and
17 Collus, once the new company was established Collus
18 PowerStream, the Town pursued looking at ensuring
19 those realignments were appropriate.

20 So Brian MacDonald even though he was
21 employee under -- not the Town of Collingwood. I
22 can't say for sure which entity it was. Not the Town
23 of Collingwood. We brought him back in because he
24 was providing employee services that was manager of
25 Public Works at that point.

1 IT services, again, the realignment
2 that we took that in house, again, that ties in with
3 the server hosting and all the IT infrastructure and
4 then we also obviously made the change whenever the
5 acting CAO, Ed Houghton left his role as acting CAO.
6 He also left eventually his role of the Public Works
7 Executive Director position and remained with Collus
8 PowerStream as CAO.

9 So, there was a whole lot under his
10 portfolio as well at certain points so now we make
11 sure that there's appropriate alignment of duties.

12 MR. RYAN BREEDON: Okay. We'll do one
13 (1) more of these before we get to a time for our
14 lunch break.

15 Number 12 is a realignment of the clerk
16 duties. And you testified yesterday about -- in some
17 detail about the portfolio that you had back in 2011
18 and 2012. And you had touched on that that has
19 changed to some degree. Perhaps you could elaborate
20 on that a little bit?

21 MS. SARA ALMAS: It has changed
22 significantly since that time and it's been
23 progressively changed throughout various service level
24 reviews and -- and departmental reviews that have
25 happened.

1 Most significantly up until March of
2 this -- this year, so I'm no longer responsible for
3 bylaw enforcement, and animal control, parking program
4 and enforcement. That's right, there is some clerical
5 typos in here I see. Crossing guard, insurance risk
6 management, nonprofit housing, easements,
7 encroachments and supervision of the Town Hall
8 custodian was my responsibility. I co-administered
9 tax sales; now only the treasurer does.

10 Administered the facility key program
11 and employee phone list. Now IT and HR do. All the
12 corporate communications, policies and medias were
13 under my direct responsibility. Now we have the
14 communications officer.

15 I do continue to have oversight. I was
16 responsible for all our tender and RFP openings, the
17 Town hall renovations, restorations, cleaning was all
18 my responsibilities. Sign per administration, Collus
19 PowerStream Board Director/Co-chair. I was
20 responsible for land acquisitions. Now Planning is
21 responsible. And delegate authority to my deputy --
22 or my coordinator of clerks services to officiate
23 weddings because I do officiate weddings. It's one of
24 the best jobs that I have. I wish I could do that
25 permanently.

1 A recording secretary, attending all
2 Council and committee meetings to assist with
3 recording of -- of our meetings.

4 So it's changed drastically and
5 primarily because there is, you know, such
6 significance in -- in legislation in accountability
7 right now that I think our current CAO, you know, has
8 the foresight to see where we were and where we want
9 to go. So I'm looking forward to that.

10 Do you want me to touch on a few of
11 these others?

12 MR. RYAN BREEDON: No -- well, one (1)
13 second. So, Your Honour, it's now one o'clock. I'm
14 happy to press on but if it since is an appropriate
15 time to break.

16 THE HONOURABLE FRANK MARROCCO: No, I
17 think a break -- we'll break for lunch. There's no
18 need to rush through it because of some artificial
19 deadline. We'll just take lunch till 2:15.

20 MR. RYAN BREEDON: Thank you.

21

22 --- Upon recessing at 1:01 p.m.

23 --- Upon resuming at 2:17 p.m.

24

25 CONTINUED BY MR. RYAN BREEDON:

1 MR. RYAN BREEDON: Could we have that
2 document back up, CJI10494. All right so before the
3 break we were reviewing this document and you were
4 telling us about the changes that had been made since
5 this time and I just want to finish this topic off
6 before we move to things that may be more interesting
7 to people in the room.

8 Number 13 is an annual employee
9 performance management system. What is that?

10 MS. SARA ALMAS: So, before that time
11 there was no formal evaluation of employees with
12 respect to set goals that they provided in advance in
13 which manager or supervisor, CAO had an opportunity to
14 review to set goals for various -- for all staff
15 member and then a mechanism to see if they perform in
16 accordance with that.

17 So it was a comprehensive program that
18 was put in place with -- following -- I believe
19 actually it was actually was implemented in 2014.

20 MR. RYAN BREEDON: And then the next
21 item which maybe touches on that also is refining HR
22 policies?

23 MS. SARA ALMAS: Yes. So we had our
24 HR manager at the time, and continuing with our new HR
25 manager with the Corporation, we've identified various

1 policies that we didn't think were sufficient
2 including areas of conflict, areas of ethics actually
3 as well, and gift registry, or any sort of
4 compensation or gift that was provided to members of
5 staff. Now staff are responsible to report that
6 information as well.

7 MR. RYAN BREEDON: The next item is
8 live streaming of all council and standing committees.
9 That's --

10 MS. SARA ALMAS: Again, as another
11 accountability measure, we've implemented live
12 streaming of all council meetings. In addition to the
13 Rogers' coverage that is provided we've recently added
14 standing committees to what's provided live stream.
15 The information is available also after the meeting so
16 I shouldn't just say live stream. It is recorded and
17 available afterwards.

18 And I should note as well because I
19 don't note in this document that as mentioned
20 yesterday, we do audio record currently the in camera
21 minutes -- or meetings as well until further
22 discussions occur on that.

23 MR. RYAN BREEDON: And those are just
24 archived somewhere?

25 MS. SARA ALMAS: Correct.

1 MR. RYAN BREEDON: All right. The
2 next item is number 16, changes to the procedural
3 bylaw and what is this?

4 MS. SARA ALMAS: So the procedural
5 bylaw is the bylaw that governs the proceedings of
6 meetings of council, standing committees, as well as
7 our advisory committees and boards.

8 And there has been a number of changes
9 but, again, there was a lot of question regarding
10 should matters be going in camera through the various
11 -- I guess it primarily came up during the election
12 about the number of in camera meetings that council
13 has and how is that determined whether Council is
14 following the appropriate exemptions to go in camera
15 under the Municipal Act.

16 And so now I provide in the resolution
17 before they go in camera confirmation that I have
18 reviewed what the matter is, and I believe that is
19 compliant with the Municipal Act.

20 MR. RYAN BREEDON: Okay, thank you.
21 Can we go to next page, please. Under number 17 you
22 have a number of changes relating to Bill 68 and
23 you've touched on this in your evidence already.

24 Perhaps you could just summarize
25 briefly.

1 MS. SARA ALMAS: Certainly. So
2 there's been a number changes since Bill 68. So the
3 biggest obviously is the introduction of an integrity
4 commissioner and that's responsible for the code of
5 conduct, as well as the Municipal Conflict of Interest
6 applications. They provide advice and education to
7 members of Council or the public. They investigate
8 any sort of inquiry. Again, it's all independent.

9 And again, this was beneficial to
10 municipalities across the province, most specifically
11 to -- to members as now they don't have to seek their
12 own and pay their own legal advice that they have that
13 advice readily available for them.

14 Other changes that were incorporated
15 that the Municipality did were actually very
16 progressive when I brought forward this report in 2000
17 -- I believe it was early '17. We implemented an
18 alternate County Council member immediately. We
19 didn't wait until the required time for consideration,
20 as well as implemented electronic meeting
21 participation. We require written declarations for
22 Municipal Conflict Of Interest Act matters, as well as
23 that registry is posted publicly on our website.

24 We didn't wait until the March 2019
25 deadline to have that implemented. And we have the

1 Council staff relation policy, which is another
2 important document.

3 MR. RYAN BREEDON: And then you've
4 told us about communications officer being hired in
5 2015. Number 19 says that you've implemented and
6 approved a community engagement strategy.

7 MS. SARA ALMAS: Yes.

8 MR. RYAN BREEDON: What is that?

9 MS. SARA ALMAS: So basically, it
10 provides guiding principles on engaging the community
11 in various council decisions and activities in -- in
12 moving the community forward in trying to meet our
13 various strategic goals or if information comes up, it
14 provides a document on what the public should expect
15 on whether they're being informed or consulted or
16 empowered.

17 There's various components to it, but I
18 think throughout, especially the remainder of the
19 Inquiry, I believe that -- that that strategy has been
20 an important piece, as well as our communication
21 protocol that was actually implemented more recently.
22 I believe it was actually 2018.

23 MR. RYAN BREEDON: Okay and what is
24 the communication protocol?

25 MS. SARA ALMAS: It sets guidelines on

1 who acts as the spokesperson for various instance --
 2 instances -- sorry, instances that we -- we deal with.
 3 So whether it's a decision of Council, whether it's
 4 something that has come up, whether it's some
 5 information that needs to be shared. So, it's a flow
 6 through from whether it's the Mayor, whether -- what a
 7 member of council can say, what the CAO says, what a
 8 department head says or any other staff that might
 9 have information pertaining a piece of communication
 10 that needs to get out to the public.

11 MR. RYAN BREEDON: Okay. Number 20,
 12 you've indicated that there was a new process
 13 implemented for the sale of the remaining share, and
 14 maybe you could just at a high level talk about the
 15 difference in the process that was adopted.

16 MS. SARA ALMAS: So certainly.
 17 Throughout my time here on -- as -- as a witness.
 18 I've indicated at that time, you know, things weren't
 19 terribly alarming. I knew the processes whatnot, but
 20 having, you know, the experience of going through that
 21 and having that opportunity, there was a number of
 22 changes that we had implemented during the new sale
 23 for the process.

24 Again, throughout the entire process
 25 both the Municipal solicitors and the energy

1 solicitors were involved. And again there were two --
2 two (2) separate firms. With support from staff and
3 council being apprised at all the various junctures of
4 what was going on.

5 The public was fully aware that the
6 Town was issuing the RFP regarding the remaining share
7 sales prior to the RFP being issued. And I note
8 actually in this evidence, I noted that the Collus
9 staff weren't advised about the RFP until the
10 strategic -- or until the RFP was actually already
11 released and -- and I believe that to be factual, but
12 that's -- that's one (1) piece that I just -- just --
13 I qualify that I believe that there's evidence in --
14 in our documents that -- that would confirm that.

15 Regardless, the public wasn't even
16 advised that an RFP was -- was even issued or that the
17 RFP had closed until it had actually closed. And
18 again, as I said, the public was aware we were issuing
19 the RFP early. They knew that we were proceeding on
20 with EPCOR and that -- one (1) thing is, again, we
21 sold what we said we were going to sell. So the top
22 bidder actually was interested in negotiating
23 additional services and council confirmed publicly
24 that they were not selling any other services as they
25 weren't part of this RFP.

1 All agreements were prepared. And this
2 is significant. All agreements were prepared and
3 negotiated between the lawyers and staff and council
4 were presented with all the information before the
5 bylaw was even passed regarding the authorization of
6 the final transaction.

7 And the bylaw that -- the bylaw
8 included that any provisions/closing adjustments or
9 anything that may be required, we did include a
10 provision in there that said to the satisfaction of
11 the solicitor.

12 MR. RYAN BREEDON: Thank you. Item 21
13 talks about the proposed implementation of a lobbyist
14 registry.

15 MS. SARA ALMAS: Yes, so there was a
16 staff report presented in 2018 identifying various
17 accountability and transparency mechanisms that were
18 brought forward from notice of motion and then a
19 Council motion at the time that was introduced by the
20 now mayor.

21 However, part of that was the
22 investigation into a lobbyist registry and I think as
23 you'll continue throughout your proceedings that you
24 will -- I think this would be extremely beneficial for
25 the Corporation and having these conversations

1 actually before we've even knew of the documents when
2 they -- they came out. The CAO had talked about this
3 realignment in establishing an accountability officer
4 that would make this something that we could
5 definitely implement because before then we basically
6 didn't have the capacity.

7 So that's something that once we have
8 this individual in place we'll put forward the staff
9 report and we -- hopefully council will favourably
10 consider the proposal to have a lobbyist registry.

11 MR. RYAN BREEDON: And why do you say
12 that in your opinion a lobbyist registry would be of
13 value to the town?

14 MS. SARA ALMAS: I think that would
15 clearly identify whenever there's any sort of external
16 interest in having any sort of contact with whether
17 it's a Town employee, or whether it's -- it's a
18 sitting member of Council or a local board, that it's
19 clearly identified that there is an interest that they
20 want to pursue with the Town. So it's available
21 publicly and -- and individual can see that.

22 MR. RYAN BREEDON: Item 22 states and
23 now you've touched on this earlier that there is now
24 an attendance and voting record database on the
25 website?

1 MS. SARA ALMAS: Yes, we maintain for,
2 again, openness and transparency of how there was a
3 Council vote database that includes the attendance and
4 voting records.

5 MR. RYAN BREEDON: Item 23 discusses
6 the authorization of executions of agreements.
7 Perhaps you can explain what -- what you're talking
8 about here.

9 MS. SARA ALMAS: Certainly. This is
10 relevant to -- to the information that I shared and
11 the information that we've seen in what's been
12 presented over the last day and a half.

13 So we rarely -- at the time we -- it
14 was more common to ex -- execute or authorize a bylaw
15 without having the actual final form of the agreement
16 present for members of Council to see.

17 Now, we try to encourage even for our
18 various planning agreements, any sort of agreement,
19 we'd like to have the full final form ready and
20 available and it's presented so council knows what
21 they're agreeing to before that bylaw is actually
22 executed.

23 And we do include in it that -- a
24 provision that it is to the CAO's and/or solicitor's
25 satisfaction if there happens to be any requirement

1 for any potential amendments to how that functions and
2 it would never -- it would never be a politician.

3 MR. RYAN BREEDON: Why is that?

4 MS. SARA ALMAS: Because they -- a
5 politician individually cannot make a decision.

6 MR. RYAN BREEDON: Item 24 discusses
7 BMA reports. First of all, what is a BMA report?

8 MS. SARA ALMAS: So BMA is an
9 independent firm that does financial analysis of
10 various municipalities. So there -- as discussed
11 briefly today about debt positions. There was a lot
12 of ambiguity and where we sat financially, especially
13 in comparison to other comparator or municipalities
14 within the province and so now this actually provides
15 more clearer understanding of -- of where the Town
16 sits financially so then they can make more prudent
17 financial decisions.

18 MR. RYAN BREEDON: All right. And
19 then lastly item 25 says that the Town has implemented
20 best practices, such as communications and instruction
21 with lawyers go through the CAO or responsible
22 department head.

23 And why was that change made?

24 MS. SARA ALMAS: I think, as you can
25 see in the document, there appeared to be some

1 instruction from the -- at the time politicians
2 directly speaking with a lawyer to say when and when
3 they can't be involved in -- in -- when and when they
4 can or should be involved in -- in the discussion and
5 -- and really that is a role through the
6 administration to -- to have that conversation with --
7 with the solicitor.

8 MR. RYAN BREEDON: Okay, thank you.
9 I'm going to ask that this document be marked as the
10 next exhibit.

11 THE HONOURABLE FRANK MARROCCO: Yes.

12 MR. RYAN BREEDON: Thank you.

13 THE HONOURABLE FRANK MARROCCO: So
14 ordered.

15

16 --- EXHIBIT NO. 28: CJI0010494

17

18 CONTINUED BY MR. RYAN BREEDON:

19 MR. RYAN BREEDON: I just wanted to
20 now turn to a couple of smaller matters that arose
21 from your examination with Mr. Mather yesterday.
22 First of all, there was some discussion about the
23 Town's knowledge of Mr. Chadwick's role at Compenso
24 Communications.

25 And you testified yesterday that the

1 staff had raised some questions about his role and
2 that you had -- you or somebody had raised or had gone
3 on to the Compenso website to determine his
4 involvement. You recall that?

5 MS. SARA ALMAS: Yes.

6 MR. RYAN BREEDON: Okay. Do you
7 recall who had raised those concerns with you?

8 MS. SARA ALMAS: No and I don't know.
9 I think, collectively, a number of department heads
10 knew about it and it would only truly matter to
11 department heads. So, I don't know whether the
12 conversation came up at one (1) of those meetings or
13 it was brought to -- I'm not sure how it got to our
14 attention but we didn't realize that there was a
15 relationship between the Company and the councillor
16 until that time.

17 And I remember doing a search and -- to
18 determine because someone said -- pointed it out that
19 it was on -- there was information on the website and
20 I believe it was during that timeframe.

21 MR. RYAN BREEDON: Okay. And do you
22 recall what the concerns were about this connection?

23 MS. SARA ALMAS: I -- I think there
24 was a few -- I think it wasn't a necessary concern,
25 but interest. So maybe "concern's" not the correct

1 word, but knowing that the role that Compenso
2 Communications played in the community, knowing the
3 member of Council's role with the Municipality,
4 obviously, that that relation between the mayor and --
5 and the councillor there's -- there's -- just the
6 dynamics of it I guess was -- was the items of
7 interest.

8 MR. RYAN BREEDON: And other than
9 looking on the website, are you aware of any steps
10 that were taken as a result of this?

11 MS. SARA ALMAS: I -- I don't believe
12 so.

13 MR. RYAN BREEDON: The next thing I
14 wanted to touch on was some evidence that you gave
15 yesterday about behaviour which you described as
16 bullying. And you testified that, in your opinion,
17 Mr. Lloyd and Mr. Chadwick had bullied Ms. Wingrove.
18 Do you recall that?

19 MS. SARA ALMAS: M-hm.

20 MR. RYAN BREEDON: Mr. Mather asked
21 you a number of questions about what you meant by that
22 and it maybe just me but it wasn't entirely clear.

23 So I'm just wondering, can you explain
24 what you meant by that or what raised that concern?

25 MS. SARA ALMAS: During the

1 conversation being questioned by Mr. Mather yesterday,
2 he asked if it was in the form of, you know, raised
3 voices or -- and I can confirm that those two (2)
4 individuals wouldn't raise their voice. They had very
5 -- very subtle ways of getting their points across in
6 knowing that, you know, they were expecting some --
7 some action.

8 And it -- it was just -- I believe in -
9 - in my perception that there was this bullying and --
10 and intimidating factor that was occurring.

11 MR. RYAN BREEDON: Was -- was there
12 specific behaviour that caused you to have some
13 concern?

14 MS. SARA ALMAS: I know because -- I
15 know because members -- members of Council would have
16 offhand remarks or comments to me that were not --
17 like, outside of the Council Chambers, if we met to
18 discuss a matter or they chair something or any sort
19 of side comment -- and I wish I could go back and, you
20 know, quite often, even through email communications
21 you could see the form of conversation and how it
22 happened.

23 So in retrospect, you know, to bring
24 that up I should show you exact proof of that
25 information. I can only say, you know, subsequent to

1 that you can see through, for example, Councillor
2 Chadwick's blog, you know, that's -- that's the form
3 that he follows within his blog. It's -- it's a --
4 you know, uses that kind of tactic and that was the
5 kind of tone that was used throughout this time
6 period.

7 MR. RYAN BREEDON: And when you say
8 "that kind of tactic," what do you mean?

9 MS. SARA ALMAS: Just the style of
10 writing that he uses and -- and the information that
11 he has, and maybe not understanding the full picture
12 before he would communicate matters.

13 MR. RYAN BREEDON: You testified that -
14 - that these two (2) gentlemen, it wasn't typical for
15 them to be raising their voices.

16 We're there ever raised voices during
17 Council meetings, do you recall that?

18 MS. SARA ALMAS: There's always
19 occasion for raised voice.

20 MR. RYAN BREEDON: And what about in
21 the closed sessions? Are things any different?

22 MS. SARA ALMAS: There -- there was on
23 occasion, you know, some heated debate. I don't
24 specifically recollect any -- well, I shouldn't say
25 that. Or -- or when we're speaking specifically to

1 this time period --

2 MR. RYAN BREEDON: Yes.

3 MS. SARA ALMAS: I -- I can't
4 recollect specifically.

5 MR. RYAN BREEDON: All right. I want
6 to turn now to the meeting with Mr. Bonwick, which
7 we've heard a fair bit about. And I won't get into
8 the semantics of whether it was a thorough briefing or
9 not. Yesterday, Mr. Mather took you to Mr. Bonwick's
10 retainers agreement with the PowerStream agreement,
11 and I wonder if we could turn that up. It's A-L-E-1-
12 9-2.

13 All right. And can you scroll down.
14 Keep going. Okay. So stop there. So, Mr. Mather
15 took you, I believe, to scope of work section in this
16 document and I'm correct, your evidence was that Mr.
17 Bonwick did not review the scope of work or the
18 content of the scope of work in his discussion with
19 you as to what his involvement was with PowerStream.

20 MS. SARA ALMAS: I think some of the
21 bullets speak to some of the items that I think for
22 further down, I think it talked about --

23 MR. RYAN BREEDON: Go down a bit
24 further.

25 MS. SARA ALMAS: Right. Strategic

1 advice for relating to communications was something
2 that we talked about. And -- and I don't specifically
3 remember the other items.

4 MR. RYAN BREEDON: All right. And
5 then, similarly, you are taken to the section at
6 methodology and deliverables, and I believe your
7 evidence yesterday was that in the large, this wasn't
8 discussed either. Is that fair?

9 MS. SARA ALMAS: Correct. It was a
10 very -- the -- the conversation with more broad-based,
11 you know, working with, with the region within Simcoe
12 County and the CHEC group of companies, Collus being
13 one of them. You know, this is what their company
14 does, so it was pretty, it was -- it was more general
15 along that basis.

16 MR. RYAN BREEDON: Okay. And can we
17 keep scrolling down, please? Going. All right, so
18 stop there. Now the terms section, this -- this
19 agreement provides an initial term of 90 days, which
20 can be extended.

21 Did Mr. Bonwick discuss that with you?

22 MS. SARA ALMAS: No.

23 MR. RYAN BREEDON: Okay. Under the
24 fees section, which is the next section, you'll see
25 that Compenso Communications was to be paid \$10,000

1 per month, plus another \$1,000 for out-of-pocket
2 expenses. Did Mr. Bonwick disclose that to you?

3 MS. SARA ALMAS: Definitely not.

4 MR. RYAN BREEDON: Okay. And then,
5 just scroll down a little bit more. Under the
6 disclosure section, you'll see in the third sentence.
7 It provides that, with respect to any authorized
8 activity on Powerstream's behalf relating to Collus
9 Power, Mr. Bonwick represents and warrants that he has
10 disclosed the scope of his services and his retainer
11 by Powerstream to the mayor and the clerk of the Town
12 of Collingwood. See that?

13 Did Mr. Bonwick ever disclosed to you
14 either in this meeting, or subsequently, the full
15 scope of this retainer agreement?

16 MS. SARA ALMAS: No, he did not.

17 MR. RYAN BREEDON: And do you know
18 whether he disclosed it to the Mayor?

19 MS. SARA ALMAS: Only from -- from the
20 evidence that I've seen.

21 MR. RYAN BREEDON: Do you have any
22 personal knowledge other than what the documents say?

23 MS. SARA ALMAS: No.

24 MR. RYAN BREEDON: Okay. Thank you.

25 MS. SARA ALMAS: And I didn't -- I

1 didn't -- I didn't, I wasn't aware that my information
2 provided to him was going to form part of a formal
3 retainer agreement.

4 MR. RYAN BREEDON: Now, you've touched
5 on the information that you did provide to Mr. Bonwick
6 in the meeting and the subsequent email
7 correspondence, I don't intend to go over that again.
8 If Mr. Bonwick had disclosed to you that he was
9 engaged by Powerstream to assist in the potential
10 acquisition of Collus Power, would that have impacted
11 your response to him when he met with you or when he
12 subsequently sent those emails?

13 MS. SARA ALMAS: I think -- I think it
14 would have. An acquisition of a company that's worth
15 millions of dollars is different than doing a PR
16 communications piece. So regardless that the
17 conversation was focused on whether he has -- his
18 sister would have an interest related to him in the
19 Municipal Conflict of Interest Act, obviously, that
20 would still remain in effect -- in effect because the
21 Municipal Conflict of Interest Act still was relating
22 to siblings whether it was -- sorry, did not relate to
23 siblings, regardless of what the proposal was.

24 But I -- I think I would have been much
25 more cognizant of everything around me with

1 Powerstream and the issue with the valuation, the
2 issue with the strategic partnership. I believe that
3 I probably would've acted different at that time.

4 MR. RYAN BREEDON: And what would you
5 do differently?

6 MS. SARA ALMAS: I -- I think
7 definitely I would have of if -- if it ended the same
8 and he sent an email, I would definitely say I'm not
9 providing legal advice on this. And this is
10 significant and you should seek your own legal advice
11 and most likely too, I would make ensure that the
12 mayor was aware that I was approached because not
13 necessarily do siblings talk to each. And have a
14 conversation with the mayor and say, just so you know,
15 your brother came to me, indicated that this was
16 happening. Obviously, I would have to disclose to Mr.
17 Bonwick that I would be not comfortable having this
18 conversation without ensuring that his sister was
19 fully apprised as well.

20 But I -- I think in hindsight, I would
21 have done a lot of things different, so.

22 MR. RYAN BREEDON: Now you were asked
23 yesterday by Mr. Mather, a number of questions about
24 the matters that start at paragraph 479 of the
25 foundation document. The -- and so if we scroll down

1 a little bit this is a section dealing with an email
2 exchange between Mr. Longo and Mr. Lloyd and others,
3 relating to what advice Mr. Longo was able to provide.

4 And Mr. Mather asked you -- had you
5 confirm that you were not copied on those emails.
6 Correct?

7 MS. SARA ALMAS: I believe.

8 MR. RYAN BREEDON: The emails, maybe
9 we should turn that up. This is a CJI6303. Yes.
10 Sorry, starting on page 10 please.

11 So if you can -- if you can just scroll
12 down to the start of this email chain. I think that's
13 it there. So this is an email chain which we'll walk
14 through. It starts with an email from Mr. Longo to
15 Mayor Cooper and Deputy Mayor Lloyd on January 16,
16 2012. See that? Okay. And you, obviously, weren't
17 copied on this.

18 MS. SARA ALMAS: Correct.

19 MR. RYAN BREEDON: Were you sent a copy
20 afterwards?

21 MS. SARA ALMAS: I can't recollect off-
22 hand if I was or not.

23 MR. RYAN BREEDON: And -- and there's
24 a long chain of these emails, so we can go through
25 them all. But do you know were you ever sent a copy

1 of this chain of emails?

2 MS. SARA ALMAS: I -- I know that I
3 have -- I had seen these emails, yes.

4 MR. RYAN BREEDON: When?

5 MS. SARA ALMAS: Mr. Longo provided me
6 with a copy of -- of the emails.

7 MR. RYAN BREEDON: In 2012 or at a
8 subsequent time?

9 MS. SARA ALMAS: At a subsequent time.

10 MR. RYAN BREEDON: Okay, do you know
11 when that was?

12 MS. SARA ALMAS: No. Not during the
13 2012 time period.

14 MR. RYAN BREEDON: There -- there was
15 some that arose later in 2015 when Mr. Brown was CAO.
16 Would it have been at that time?

17 MS. SARA ALMAS: It could have been.
18 Yes.

19 MR. RYAN BREEDON: All right. Do you
20 know why Mr. Longo did not copy Ms. Wingrove on this
21 email?

22 MS. SARA ALMAS: No, I do not.

23 MR. RYAN BREEDON: Okay. And can we
24 scroll up? So there's a response from Mayor Cooper.
25 And were you consulted by any of this at the time?

1 MS. SARA ALMAS: No.

2 MR. RYAN BREEDON: Can we keep
3 scrolling up please? So sorry, just keep going.
4 Okay, so just stop there. So you'll see now on the --
5 there's a back and forth that we don't have to go
6 through. On the 16th, Mr. Longo sends another email
7 in this chain. And this time he has added Mr.
8 Houghton and Mr. -- Mr. Mascarin. Do you -- do you
9 know why Mr. Longo added Mr. Houghton to this chain?

10 MS. SARA ALMAS: I do not know why.

11 MR. RYAN BREEDON: And -- and you were
12 not discussing any of this with any of these
13 recipients at the time?

14 MS. SARA ALMAS: No.

15 MR. RYAN BREEDON: Thank you. The --
16 maybe if we can turn up now, it's a document from the
17 closing book. It's called the closing agenda.
18 Although I think it's in more than one place. The one
19 I have is CPS6970 page 505. It arises in response to
20 a question that you were asked by Justice Marrocco as
21 to whether Aird and Berlis ever acknowledged that they
22 were acting for both the Town and Collus.

23 Do you recall this document?

24 MS. SARA ALMAS: Scroll.

25 MR. RYAN BREEDON: You have to keep

1 going slow.

2 MS. SARA ALMAS: I'm sorry, can you
3 just scroll back up.

4

5 (BRIEF PAUSE)

6 MS. SARA ALMAS: I don't recall this
7 document specifically --

8 MR. RYAN BREEDON: Sure.

9 MS. SARA ALMAS: But, I can read it.

10 MR. RYAN BREEDON: Okay. So, if you
11 could go back to the first page, you'll see that the
12 parties to the -- and this is one of the thousands --
13 or hundreds of pages of closing documents.

14 The parties are identified and the Town
15 is described as being the vendor. You'll see that.
16 And Collus is Collus. And various other corporations
17 are so defined. And then if we can go down to the
18 next page, you'll see that on this document, at least,
19 counsel for the Corporation, the vendor, Collus and
20 Solutions, all of those entities are described as Aird
21 and Berlis, do you see that.

22 MS. SARA ALMAS: M-hm.

23 MR. RYAN BREEDON: And then there's a
24 list of the lawyers and I think it was Mr. -- it was
25 either Mr. Chenoweth or Mr. Marron earlier today, sort

1 of walk you through who was doing what. And I
2 believed you testified that Mr. Clark and Ms. Kennedy
3 were the lawyers for Collus and Mr. Longo and Mr.
4 Mascarin were the lawyers for the Town. Is that
5 right?

6 MS. SARA ALMAS: So Ron Clark and
7 Corrine Kennedy were representing Collus through the
8 transaction piece of it. Leo Longo and John Mascarin
9 were retained by the Municipality to be our Municipal
10 solicitors, not specific to this project.

11 MR. RYAN BREEDON: But you understood
12 at the time that they were -- the Town's solicitors
13 with respect to this project, as well as other things.
14 Is that right?

15 MS. SARA ALMAS: Correct.

16 MR. RYAN BREEDON: Okay. And who was
17 responsible for instructing the Town's lawyers at this
18 time?

19 MS. SARA ALMAS: Generally, the
20 instruction would go through similar to now, go
21 through the CAO or the responsible department head.

22 MR. RYAN BREEDON: Okay. And then -- I
23 just want to touch on one of the last topic. You
24 testified earlier today that you were surprised by the
25 decision to proceed with a 50-50 partnership?

1 MS. SARA ALMAS: Correct.

2 MR. RYAN BREEDON: Yes. Why is that?

3 MS. SARA ALMAS: From -- from a
4 business sense, a governance sense.

5 MR. RYAN BREEDON: Can you just
6 explain why -- why you say that?

7 MS. SARA ALMAS: Generally from the
8 governance sense, because it's the same as why we
9 don't have a council with even numbers. All councils
10 are made up of odd numbers, so there's -- there's --
11 there's always, you can't be on a deadlock all the
12 time.

13 MR. RYAN BREEDON: Somebody has to have
14 the deciding vote?

15 MS. SARA ALMAS: That's right.

16 MR. RYAN BREEDON: Okay, thank you.
17 Thank you very much. Those are my questions.

18 MR. JOHN MATHER: No re-examination,
19 Your Honour.

20 THE HONOURABLE FRANK MARROCCO: Mr.
21 Almas, before you leave, I am concerned about the
22 draft minutes from the in camera meetings. You
23 obviously have a copy of those minutes, and that's
24 fine.

25 I just want to make sure that we do.

1 So, I was wondering if you could -- if you could share
2 your copy with my counsel. We'll try to find them in
3 the database just to make sure that we actually have
4 those draft minutes.

5 MS. SARA ALMAS: Certainly. I looked
6 at break as well and it looks like we -- we -- they
7 were in the file that should have been sent. So my
8 Deputy Clerk has put them together and I have now
9 electronically that I can send to Inquiry counsel.

10 THE HONOURABLE FRANK MARROCCO: That's
11 fine. That would be very helpful. Then we'll do a
12 search for them and make sure we have them.

13 MS. SARA ALMAS: Perfect.

14 THE HONOURABLE FRANK MARROCCO: Thank
15 you

16 MS. SARA ALMAS: Thanks.

17 THE HONOURABLE FRANK MARROCCO: And
18 thank you for your evidence.

19 MS. SARA ALMAS: Thank you, Your
20 Honour.

21

22 (WITNESS STANDS DOWN)

23

24 MS. KATE MCGRANN: Our next witness
25 will be Kim Wingrove.

1 THE HONOURABLE FRANK MARROCCO: Just
2 come over here, Ms. Wingrove.

3

4 KIMBERLY ANN WINGROVE, Sworn

5

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

7 MS. KATE MCGRANN: Good Afternoon, Ms.
8 Wingrove.

9 MS. KIMBERLY WINGROVE: Good
10 afternoon.

11 MS. KATE MCGRANN: Ms. Wingrove, you
12 were CAO from September 2009 until April 2012,
13 correct?:

14 MS. KIMBERLY WINGROVE: Correct.

15 MS. KATE MCGRANN: I'm just going to
16 quickly walk through your education and work
17 background. You have a Bachelor's in Adult Education
18 from Brock University?

19 MS. BEVERLEY WINGROVE: Correct.

20 MS. KATE MCGRANN: You have a Masters
21 in Leadership Studies from Guelph University?

22 MS. KIMBERLY WINGROVE: Yes.

23 MS. KATE MCGRANN: Would you walk us
24 through your work background in public service please?

25 MS. BEVERLY WINGROVE: I will, Your

1 Honour. I had a long career with the Province of
2 Ontario. I was at one point in charge of information
3 technology and customer service for four (4)
4 provincial ministries. I was the Director of Rural
5 Programs for the Ministry of Agriculture, Food and
6 Rural Affairs and I was the director of regional
7 economic development with the Ministry of Municipal
8 Affairs and Housing at the time I was recruited to
9 this position.

10 MS. KATE MCGRANN: Would you give us
11 some information about your recruitment to the
12 position of CAO for the Town of Collingwood?

13 MS. KIMBERLY WINGROVE: I was
14 contacted by the firm Odgers Berndtson in the summer
15 of 2009 and asked about my interest in a position with
16 the -- with the CAO's position with the Town of
17 Collingwood. My immediate response to them was that I
18 was not a municipal CAO.

19 They explained to me that they were
20 looking for someone with a broad skill set, and
21 someone who could help the Town in moving forward with
22 their economic development endeavours. I said I would
23 think about it. I considered it.

24 At the time, I -- I was raising my
25 children, and I was also -- I had offices across the

1 Province. I was away from home a great deal, and when
2 I considered the position, I thought the opportunity
3 to be in a place would provide benefits to my family
4 and I.

5 MS. KATE MCGRANN: And you are
6 currently the CAO of Grey County?

7 MS. KIMBERLY WINGROVE: That's
8 correct.

9 MS. KATE MCGRANN: And you've held
10 that position for three point five (3.5) years --

11 MS. KIMBERLY WINGROVE: Yes.

12 MS. KATE MCGRANN: -- three and a half
13 (3.5) years?

14 MS. KIMBERLY WINGROVE: Yes.

15 MS. KATE MCGRANN: During the time
16 that you were the CAO for the Town of Collingwood,
17 what did your role involve?

18 MS. KIMBERLY WINGROVE: As the Chief
19 Administrative Officer of a municipality, you are the
20 one (1) employee who resp -- who reports directly to
21 Council, and then the remainder of the staff in the
22 municipality should report back through your office.

23 MS. KATE MCGRANN: During the period
24 between 2010 and April 2012, could you describe what
25 your workload was like?

1 MS. KIMBERLY WINGROVE: It was very
2 challenging to keep up with the volume of work,
3 especially given the fact that I was, you know, new
4 into the CAO role and new into the community. So I
5 had a tremendous amount to learn. But I feel I was
6 very committed to learning that and -- and being a
7 successful CAO.

8 We lost our human resources manager
9 prior to my commencing my duties, and then not long
10 after, the treasurer became ill, and I needed to pick
11 up those duties as well. Staffing was a challenge,
12 and we did our best, I think, as a team to try and
13 fill the gaps.

14 MS. KATE MCGRANN: Turning to the work
15 that you did with Council during the period between
16 2010 and April 2012, would you explain to us what your
17 responsibilities were with respect to working with
18 Council?

19 MS. KIMBERLY WINGROVE: The role of
20 the CAO in working with Council should be one of
21 providing advice, and guidance, hearing their
22 instructions, their policy direction, working with
23 staff to ensure tho -- that -- that direction is
24 carried out in an -- an efficient and effective
25 manner. This was a -- a challenging role to play at

1 that time in the Town of Collingwood.

2 MS. KATE MCGRANN: Can you explain to
3 us why it was challenging?

4 MS. KIMBERLY WINGROVE: The
5 relationship that I had with Council is not what I
6 would consider the norm, in that -- I guess to put it
7 quite bluntly, I -- I did not feel that there was a --
8 a great deal of respect for me or my office.

9 Many of the staff who had been there
10 for a very long time, Council felt quite comfortable
11 in going and working directly with those staff, and it
12 -- it was only through the relationships I had with
13 the staff directly that I would then be informed of
14 direction, or -- or decisions taken.

15 MS. KATE MCGRANN: When you took the
16 job, what was your expectation with respect to how
17 Council would communicate their directions and what
18 they wanted staff to do?

19 MS. KIMBERLY WINGROVE: In my
20 experience with the province where I had worked with
21 many municipal councils and had observed many
22 municipalities undertaking their business, the -- the
23 norm was that it was a collaborative arrangement that
24 the relationship between the mayor and the CAO was of
25 -- of paramount importance. There needs to be a level

1 of trust and respect there for -- for both of their
2 offices, and I'm sad to say that I did find that
3 absent most specifically when Mayor Cooper assumed the
4 -- the role of -- of mayor.

5

6 (BRIEF PAUSE)

7

8 THE HONOURABLE FRANK MARROCCO:

9 They're -- they're -- they were having some difficulty
10 hearing you say that you were having some difficulty.

11 MR. GEORGE MARRON: Yes, thank you.

12 THE HONOURABLE FRANK MARROCCO: Ms.

13 Wingrove, can you --

14 MS. KIMBERLY WINGROVE: I will do my
15 best.

16 THE HONOURABLE FRANK MARROCCO: --
17 just try to speak more --

18 MS. KIMBERLY WINGROVE: I will.

19 THE HONOURABLE FRANK MARROCCO: --
20 into the microphone?

21 MS. KIMBERLY WINGROVE: Yes.

22

23 CONTINUED BY MS. KATE MCGRANN:

24 MS. KATE MCGRANN: I'd like you to
25 give us some more information about the process by

1 which Council makes directions or makes decisions and
 2 then communicates them to staff. Is it the case that,
 3 or was it the case during the 2010 to 2012 period that
 4 a councillor on their own initiative could make a
 5 decision and go and give direction to you or other
 6 staff members or does the Council then make a decision
 7 as a whole and then that decision would be carried
 8 out?

9 MS. KIMBERLY WINGROVE: Again if I
 10 may, I will speak to what I consider best practice and
 11 the norm in municipalities, where there is a -- a
 12 foundational strategic and operating plan that sets
 13 out the direction for the municipality and its
 14 priorities. From that, staff's role is to provide
 15 information, research, analysis, and information in
 16 the form of staff reports that go forward to Council
 17 for their consideration.

18 They may ask questions of clarification
 19 or send reports back for additional work, but on each
 20 of those staff reports is a recommendation from the
 21 staff based on their best information, and Council
 22 takes a decision to either accept staff's
 23 recommendation, turn it away, or make amendments to
 24 it. But that process, where there are staff reports
 25 that are publicly available, they go out on an agenda,

1 the public has an opportunity to -- to see those and
2 attend Council or ask to make a delegation with regard
3 to those is -- is the common practice.

4 What I experienced in my role here is,
5 in the absence of established and published
6 priorities, initiatives would come forward that I was
7 informed required immediate action, even though it was
8 not -- it was not clear to me how they came to rise to
9 the top of a very large pile of priorities, but that
10 was the -- the direction that, you know, certain
11 things needed to be attended to, they needed to be
12 attended to immediately, and so you were creating the
13 reports in response to that direction that had been
14 given and then we would go forward from there. So it
15 was a little bit out of sequence, if -- if I may.

16 MS. KATE MCGRANN: Is there anything
17 else that you'd like to tell us about your working
18 relationship with Council before we turn to look at
19 individual working relationships?

20 MS. KIMBERLY WINGROVE: My
21 relationship with Council, and -- and I do want to
22 clarify that in both councils that I worked with here
23 in Collingwood, there was a bit of split, that groups
24 of folks seem to work -- groups of councillors seem to
25 work better together or -- or not, as the case may be.

1 It was a -- a difficult challenge to try and -- and
2 bridge those divides. It was always my hope that --
3 that there would be solid discussion and deliberation
4 at the table so that when a decision was finally
5 taken, everyone could feel confident that it had been
6 fully discussed and considered. That was not the case
7 in -- in many occasions. Things came and went from
8 the Council agenda with -- with very little
9 discussion, and -- and that's always concerning as a
10 CAO.

11 Most of the time I simply felt that we
12 were there to -- to do Council's bidding as staff
13 without as much regard for -- for due process as what
14 I was used to when I was working at the province.

15 MS. KATE MCGRANN: Turning to your
16 working relationship with Mayor Cooper during the
17 period between 2010 -- December 2010 and April 2012,
18 would you describe what your working relationship with
19 her was like?

20 MS. KIMBERLY WINGROVE: If I -- I
21 think the word that comes most immediately to mind is
22 awkward or -- or stilted. Certainly I had had some
23 hope that we could establish a good working
24 relationship. Unfortunately that was not to be. I
25 did not feel that we had the kind of fulsome

1 conversations about issues and initiatives that really
2 are the hallmark of a solid CAO-mayor relationship.
3 She clearly favoured Mr. Houghton over myself and
4 would -- would defer to him or have sought his counsel
5 prior to speaking with me, at which time I would
6 simply receive direction.

7 MS. KATE MCGRANN: When you say you
8 would simply receive direction, what did that look
9 like?

10 MS. KIMBERLY WINGROVE: That a
11 particular course of action or a particular initiative
12 needed to -- to happen, and so it was -- I -- I always
13 took it as -- as my role then to work with staff to
14 make sure that things were followed up and moved
15 along, which is entirely appropriate, except when
16 there was a question in my mind about the underlying
17 rationale for the -- the request at all.

18 MS. KATE MCGRANN: I'm going to ask
19 you this question generally, but if reference to a
20 specific example would help you answer it, I encourage
21 you to -- to make reference to one. What would you do
22 if you had a question in your mind about the
23 underlying rationale for directions you had received
24 from the mayor?

25 MS. KIMBERLY WINGROVE: I would --

1 because it was necessary to provide that rationale to
 2 some extent in the staff report, I would ask for
 3 clarification or a rationale, and I would get
 4 something to some degree. It was often very thin and,
 5 you know, the strategy that I employed as I got to --
 6 more used to this working relationship, was one of
 7 going to speak with department heads who had a much
 8 longer tenure and more experience with some of the --
 9 the issues of the Town who could then maybe provide
 10 more background as to what this might be all about.

11 MS. KATE MCGRANN: I'd like to turn
 12 now to talk about your working relationship with
 13 Deputy Mayor Lloyd. Would you tell us what your
 14 working relationship with him was like?

15 MS. KIMBERLY WINGROVE: Deputy Mayor
 16 Lloyd spoke to me when it was necessary for him to
 17 speak to me. He would, again similar to the mayor,
 18 provide some explicit instruction about a particular
 19 course of action. I -- I was very uncomfortable with
 20 Deputy Mayor Lloyd. I had seen him be not kind to
 21 people and that was a concern.

22 MS. KATE MCGRANN: When you say that
 23 he would speak to you when necessary, what do you mean
 24 by that?

25 MS. KIMBERLY WINGROVE: I knew that

1 when Deputy Mayor Lloyd showed up in my office, it
 2 wasn't to ask how my weekend was. He was quite
 3 direct, and he didn't very often come to speak with me
 4 face to face. More often than not I would be the
 5 recipient of an email asking a question or providing
 6 instruction.

7 MS. KATE MCGRANN: When he did come to
 8 speak with you, what kind of things to come speak to
 9 you about?

10 MS. KIMBERLY WINGROVE: Planning
 11 matters, decisions that were coming before Council,
 12 discussions about -- about the people associated with
 13 particular matters. I was on a number of occasions at
 14 the Town reprimanded for speaking with a -- a member
 15 of the public who had an interest in a matter. It was
 16 -- it was very difficult because I feel very strongly
 17 that I am a public servant and it's my role to provide
 18 and understand insight from a variety of stakeholders
 19 if I'm going to be able to ensure that staff reports
 20 have the appropriate level of detail.

21 MS. KATE MCGRANN: When you say that
 22 you were reprimanded, who were you reprimanded by?

23 MS. KIMBERLY WINGROVE: By either
 24 Mayor Cooper or Deputy Mayor Lloyd.

25 MS. KATE MCGRANN: You said that you

1 would be reprimanded for speaking with members of the
2 Council --

3 MS. KIMBERLY WINGROVE: With members
4 of the community.

5 MS. KATE MCGRANN: Sorry, with the
6 public. My fault, I apologize. What was the nature
7 of the reprimand? You were told that you shouldn't be
8 speaking to them; were you give any more information?

9 MS. KIMBERLY WINGROVE: I was told
10 that I -- I wasn't to be speaking with those people,
11 that that was -- there would be things, like it was
12 not my role to be undertaking those conversations or
13 that it wasn't appropriate or that I knew full well
14 what Council direction was on a particular matter, so
15 to entertain these conversations was perceived to be
16 going against the will of -- of Council, but on a
17 number of occasions these were not matters that had
18 even come before Council yet, so that was challenging.

19 MS. KATE MCGRANN: I'm going to
20 paraphrase what you've said so far, and you can let me
21 know if you're -- if it's not accurate, but you've
22 identified concerns that I would describe as due
23 process concerns and communication concerns that you
24 experienced in your working relationships with Council
25 as a whole and -- and the specific members we've

1 discussed so far. What steps did you take during the
2 period between December 2010 and April 2012 to try to
3 address those concerns?

4 MS. KIMBERLY WINGROVE: Being a new
5 CAO, I -- I did want to take responsibility for my own
6 actions and to try and ensure that I was doing the
7 best possible job. I reached out to my colleagues at
8 the Province, I reached out to colleague CAOs to the
9 Municipal Administrators Association, to have some
10 conversations with them about what their experience
11 was, and so that I could kind of compare it to my own.
12 I did -- I did try to understand how I could do better
13 and how I could better understand where Council was
14 coming from on -- on matters. I certainly -- I felt a
15 great deal of responsibility that it was important for
16 me to -- to make this work as best I could and -- and
17 I tried to listen more and to ask more questions.

18 MS. KATE MCGRANN: And did you feel
19 that your efforts were successful?

20 MS. KIMBERLY WINGROVE: No. In fact I
21 think over time that it only got worse.

22 MS. KATE MCGRANN: What you've
23 described so far about your working relationship with
24 Council and -- and your experiences there, how did
25 that impact your ability to do your job?

1 MS. KIMBERLY WINGROVE: Perhaps to my
2 detriment. I came here hoping that this would have
3 been a very positive move for my family. To not have
4 the incessant travel would have meant that I could
5 have more balance in my life.

6 Unfortunately, what came to pass was
7 that this position became all-encompassing. As was
8 noted earlier, the -- the Council agenda would come
9 out on Thursday evening, which meant that the entire
10 weekend sometimes was spent responding to questions
11 and/or criticisms from various members of Council.
12 Councilor Chadwick was a very significant critic of
13 me, and to almost -- he spent a lot of time just
14 sending me emails and asking for clarification and
15 critiquing my work.

16 MS. KATE MCGRANN: And how did that
17 affect the work that you were doing for the Town?

18 MS. KIMBERLY WINGROVE: In the CAO's
19 role, it's really important that you are able to
20 maintain strategic perspective. You need to have
21 oversight over all the different parts of the
22 municipality. You're working with the staff, hoping
23 to coach and mentor them, as well as listening to
24 members of the public, as well as, you know, moving
25 forward Council's agenda.

1 When you are subsumed with what often
2 felt like -- like somewhat petty criticisms and
3 concerns, it prevented you from -- from, I think,
4 maintaining that strategic outlook and being able to
5 maybe take a hold of new initiatives and move them
6 forward in -- in a way that -- that I certainly wanted
7 to.

8 MS. KATE MCGRANN: If Council are
9 doing something that you had concerns with, did you
10 feel during the period between December 2010 and April
11 2012 that they would listen if you raised your
12 concerns?

13 MS. KIMBERLY WINGROVE: There were
14 members of Council, specific members of Council, that
15 I could sometimes reach out to. There were members of
16 -- of the public who were at times, you know,
17 providing their insight and I -- and I would hear
18 that. I'm sorry, can you just restate that question
19 again, please?

20 MS. KATE MCGRANN: Yes, I can. In
21 your role as CAO, if you saw something that Council
22 was doing that you thought required your advice,
23 information you could give them, if you felt that they
24 were heading in the wrong direction, for example, did
25 you feel that you could freely give them your advice

1 and your views and that they would be listened to?

2 MS. KIMBERLY WINGROVE: In the time
3 that I was there, certainly there were issues or
4 initiatives where I did that, and depending on the
5 issue, that could either be well-received or not. The
6 challenge was at times to know the difference between
7 initiatives where my input and professional expertise
8 would be well-accepted and other times where it was
9 clear that I'd stepped on a landmine and really my
10 opinion or -- or advice was not welcome.

11 MS. KATE MCGRANN: It sounds to me
12 like you're saying that Council's reaction to your
13 efforts to provide them with assistance was an
14 unpredictable situation for you. Is that fair?

15 MS. KIMBERLY WINGROVE: That's
16 entirely correct.

17 MS. KATE MCGRANN: Turning from the
18 work you did and the relationships you had with
19 Council during the December 2010 to April 2012 period
20 to your relationships with staff.

21 What staff positions reported to you?

22 MS. KIMBERLY WINGROVE: The department
23 heads all reported to my office, with the exception of
24 the unique circumstances of Mr. Houghton.

25 MS. KATE MCGRANN: Would you explain

1 what you mean by unique circumstances?

2 MS. KIMBERLY WINGROVE: Mr. Houghton
3 had responsibilities to Collus and reported to the
4 Collus Board of Directors. In addition, he, as the
5 Director of Public Works, seemed to have a matrix sort
6 of relationship with the Public Utility Services
7 Board, as well as to myself through the Town. It was
8 made abundantly clear to me very early on in my time
9 with Collingwood that Mr. Houghton would not report to
10 me, and when I raised that with Mayor Carrier and --
11 and again with Mayor Cooper, I soon learned that that
12 was not going to change.

13 MS. KATE MCGRANN: How was it made
14 clear to you that Mr. Houghton would not be reporting
15 to you?

16 MS. KIMBERLY WINGROVE: Well, Mayor
17 Cooper was clear with me that it was not the CAO's
18 role to concern herself with the work of or
19 deliberations of the Public Utility Services Board.

20 MS. KATE MCGRANN: Was anything else
21 done to -- I'm thinking about Mr. Houghton's role as
22 the Executive Director of Public Works. I understand
23 that that encompasses more responsibility than the
24 Public Utility Services Board. Can you -- was it the
25 case that you understood that he wasn't going to be

1 reporting to you in his role as Executive Director of
2 Public Works?

3 MS. KIMBERLY WINGROVE: Mr. Houghton
4 did not -- the situation was that it was his direction
5 and his responsibility to undertake the activities
6 within that department, so while there was a -- a
7 veneer, if I can say that, of -- of him and that
8 department being part of the town and that, you know,
9 they were -- they were part of budget deliberations,
10 they brought staff reports forward to Council the same
11 as all of the other departments did, but, you know,
12 the -- the -- from a strategic planning perspective,
13 from just a day-to-day awareness perspective, that
14 communication was absent. I was informed of things
15 when in Mr. Houghton's opinion I needed to be informed
16 of things, but for the most part, no.

17 MS. KATE MCGRANN: What steps did you
18 take, if any, to try to establish or understand the
19 reporting relationship that you were to have with Mr.
20 Houghton?

21 MS. KIMBERLY WINGROVE: Again, normal
22 practice, the CAO has one-on-one meetings with all of
23 the department heads on a regular basis where you can
24 discuss the work that's under way and also work that's
25 planned for the future.

1 I scheduled those meetings, or my
2 secretary did, with Mr. Houghton. He would very
3 frequently either not show up or have his secretary
4 phone and advise, sometimes in fifteen (15) minutes,
5 that he was simply too busy to attend and -- and so
6 that the conversation wouldn't happen, and -- and this
7 would go on month after month.

8 MS. KATE MCGRANN: Just for the sake
9 of clarity, you referenced normal practice of regular
10 meetings with department heads, you talked about
11 trying to schedule meetings with Mr. Houghton.

12 Is the Executive Director of Public
13 Works position a department head position?

14 MS. KIMBERLY WINGROVE: Yes.

15 MS. KATE MCGRANN: Other than trying
16 to schedule meetings with Mr. Houghton, did you take
17 any other steps to try to address the issues that you
18 were experiencing in your working relationship with
19 him?

20 MS. KIMBERLY WINGROVE: I think within
21 the first three (3) months of my joining the Town, I
22 was more or less at my wits end. I felt as though I
23 had done something wrong and I couldn't figure out
24 what that was. I confronted him directly about what
25 exactly was the problem that we couldn't have better

1 communication.

2 I was -- I think I expressed at the
3 time that I just wanted to do my job, and he -- he
4 just -- he wasn't having it. It was like he was angry
5 with me from the time I started there and -- or
6 resented my presence. I know that -- I can't say
7 that. What I can say, I -- I often felt that he
8 considered me very much inferior and really not worth
9 his time.

10 MS. KATE MCGRANN: The face-to-face
11 discussion that you described, do you remember when
12 that discussion took place?

13 MS. KIMBERLY WINGROVE: As I say, it
14 was very early in the time that I joined the Town, so
15 if I came in September, this would have been, you
16 know, in probably late October, early November.

17 MS. KATE MCGRANN: Do you remember
18 where that discussion took place?

19 MS. KIMBERLY WINGROVE: We were
20 actually -- the Planning offices used to be adjacent
21 to the town hall, and I met him outside of those
22 offices and asked if we could talk, that -- that this
23 was, you know, very upsetting to me that we couldn't
24 seem to connect or communicate.

25 MS. KATE MCGRANN: And was it the case

1 that the -- the discussion just took place then --
2 there and there, outside of the building?

3 MS. KIMBERLY WINGROVE: M-hm, because
4 I think I asked for -- if we could sit down and -- and
5 talk this through. That meeting never came to
6 fruition.

7 MS. KATE MCGRANN: Was anybody else
8 present for that conversation?

9 MS. KIMBERLY WINGROVE: Not that I
10 recall, no.

11 MS. KATE MCGRANN: And then after that
12 that you continue to try to schedule meetings with him
13 in the manner that you scheduled meetings with your
14 other department heads?

15 MS. KIMBERLY WINGROVE: Yes, and I --
16 you know, it became clear that the email was perhaps a
17 more effective method of -- of asking a specific
18 question and -- and getting a specific answer.

19 MS. KATE MCGRANN: And did you find
20 that through your email communications you were able
21 to achieve what -- what you wanted to achieve with Mr.
22 Houghton?

23 MS. KIMBERLY WINGROVE: No. I always
24 felt that I was one step behind. I -- I never felt
25 that I was getting a -- a full story of things, that

1 he would tell me exactly as much information he
2 thought I needed to know.

3 MS. KATE MCGRANN: Other than what
4 you've described, did you do anything else to try to
5 improve your working relationship with Mr. Houghton?

6 MS. KIMBERLY WINGROVE: Only that I --
7 I am not someone who wanted to hold grudges or be in
8 any way mean or vindictive to anyone. I just kept
9 trying.

10 MS. KATE MCGRANN: And how did what
11 you have described to us about your working
12 relationship with Mr. Houghton effect the job that you
13 were trying to do for the Town of Collingwood?

14 MS. KIMBERLY WINGROVE: Well, in all
15 municipalities there are very few initiatives that are
16 undertaken that are the sole purview of one individual
17 department in isolation. Most of the things, you
18 know, impact or require the input of multiple
19 departments.

20 Public Works and Planning really are --
21 and also Finance, are places that need to be in
22 inextric -- inextricably linked to -- to one another
23 and moving forward together, so when I was not privy
24 to all of the information about a particular
25 initiative, that made it challenging for me to be able

1 to have the most effective conversations with the rest
2 of the -- the department heads.

3 So you can see that again then -- then
4 problems would arise and problems that could have or
5 should have been prevented or headed off beforehand,
6 and then again I would feel that that would reflect
7 poorly on my performance because as the CAO I should
8 have been working with the department heads to make
9 sure that these things were addressed.

10 MS. KATE MCGRANN: Did it impact your
11 confidence level in your ability to do the job?

12 MS. KIMBERLY WINGROVE: Absolutely.
13 I doubled down to -- to try and, you know, read more,
14 study more, investigate more, so that I could be more
15 effective. Probably within -- I was there a little
16 bit more -- over a year, and it -- it finally took a -
17 - took a toll on my health and I ended up in intensive
18 care for a little while, and -- but I was committed
19 and I -- I came back to work with the IV line in my
20 arm and -- and tried to, you know, keep on going
21 because I felt such a strong -- and I still feel such
22 a strong responsibility to the people of the Town and
23 to the staff that reported to me.

24 THE HONOURABLE FRANK MARROCCO: I
25 think -- I think what I'm going to do is -- we

1 typically break at 3:30, so we'll break now for
2 fifteen (15) minutes.

3

4 --- Upon recessing at 3:30 p.m.

5 --- Upon resuming at 3:57 p.m.

6

7 CONTINUED BY MS. KATE MCGRANN:

8 MS. KATE MCGRANN: Could we put

9 TOC50223 up on the screen and scroll down to the

10 bottom of the page, please. Great. 50223.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: Could you scroll to

15 the bottom, please, and scroll up a bit. A little bit

16 further. Perfect.

17 This is June 16th, 2011, email from

18 Sandra Cooper to Town Councillors with a copy to you.

19 It says:

20 "Good morning, members of council.

21 I have asked CAO Ms. Wingrove to put

22 our strategic planning session on

23 hold."

24 Do you remember receiving this email?

25 MS. KIMBERLY WINGROVE: Yes, I do.

1 MS. KATE MCGRANN: I'd ask that this
2 email be marked as the next exhibit.

3 THE HONOURABLE FRANK MARROCCO: Yes.
4 So ordered.

5 THE REGISTRAR: Exhibit 29.

6

7 --- EXHIBIT NO. 29: TOC0050223

8

9

10 CONTINUED BY MS. KATE MCGRANN:

11 MS. KATE MCGRANN: So Mayor Cooper has
12 written:

13 "I have asked CAO Ms. Wingrove to
14 put our strategic planning session
15 on hold."

16 What was the strategic planning
17 session?

18 MS. KIMBERLY WINGROVE: Again, I would
19 consider it best practice that, in a new term of
20 council, you would want to -- especially if there had
21 been some significant turnover in that council, that
22 you would want to bring the members together to either
23 update or create anew a strategic plan that provided
24 both for council and for the public and staff the
25 priorities for that term of council.

1 MS. KATE MCGRANN: Were you told
2 before this email that this session -- oh, let me --
3 let me start this way actually. What's -- what's the
4 strategic planning session itself? What was that?

5 MS. KIMBERLY WINGROVE: I had been
6 speaking with Carolyn Kearns of the Randolph Group who
7 was quite an experienced facilitator, and had asked
8 her if she would come and assist with a day-long
9 session that involved the department heads and council
10 discussing the work that was currently underway and
11 priorities for new work that council wanted to see
12 completed within that term.

13 MS. KATE MCGRANN: And what did you
14 hope the product of that day-long session would be?

15 MS. KIMBERLY WINGROVE: I think a
16 shared understanding of -- of priorities and some
17 order and structure to the way that we would move
18 forward.

19 MS. KATE MCGRANN: When were you
20 advised that the strategic planning session would be
21 put on hold?

22

23 (BRIEF PAUSE)

24

25 MS. KIMBERLY WINGROVE: It's not clear

1 in my mind if the Mayor told me before she sent the
2 email or if I learned of it when I received the email.

3 MS. KATE MCGRANN: What were you told
4 about why it was being put on hold?

5 MS. KIMBERLY WINGROVE: It was not
6 something that the Mayor felt was appropriate to
7 undertake. And I believe the -- the reason given had
8 to do with not wishing to engage with external
9 consultants.

10 MS. KATE MCGRANN: The email goes on
11 to say:

12 "All of council will be included in
13 the next steps going forward. Enjoy
14 the summer's day."

15 What were the next steps?

16 MS. KIMBERLY WINGROVE: I'm afraid I
17 don't recall.

18 MS. KATE MCGRANN: When you say you
19 don't recall, do you mean you don't recall whether
20 there were any next steps?

21 MS. KIMBERLY WINGROVE: That's
22 correct.

23 MS. KATE MCGRANN: At any point
24 between the date of this email, June 16th, 2011, and
25 April of 2012, were you able to advance your efforts

1 to put a strategic plan forward?

2 MS. KIMBERLY WINGROVE: No, I was not.

3 MS. KATE MCGRANN: If you could scroll
4 up to the next email in this chain. You're not copied
5 on this email, but you can see here that Sandra Cooper
6 has forwarded her email to
7 paulbonwick@rogers.blackberry.net shortly after she
8 sent it out.

9 At this point in time, did you know who
10 Paul Bonwick was?

11 MS. KIMBERLY WINGROVE: I would have
12 been aware that -- that Paul was Sandra's brother.

13 MS. KATE MCGRANN: It's June 16th,
14 2011, had you had any in-person interactions with him
15 up until this point in time?

16 MS. KIMBERLY WINGROVE: I certainly
17 would have met him in -- in the time that I had been
18 with the Town.

19 MS. KATE MCGRANN: Had you been social
20 with him? Did you know him very well?

21 MS. KIMBERLY WINGROVE: I did -- I did
22 not -- do not know him well, and I don't believe at
23 that point that there had been any even social
24 engagements where we had been together in -- for any
25 amount of time.

1 MS. KATE MCGRANN: And from this
2 period until April 2012, did that change at all?
3 We're going to talk about a meeting that you had with
4 him and -- and another meeting that he may have
5 attended, but --

6 MS. KIMBERLY WINGROVE: Yeah. Yes.
7 My interactions with Mr. Bonwick were infrequent and
8 superficial.

9 MS. KATE MCGRANN: As at June 16th,
10 2011, to your knowledge did Paul Bonwick have any
11 official role with Town council or Town staff?

12 MS. KIMBERLY WINGROVE: None.

13 MS. KATE MCGRANN: Were you aware that
14 Mayor Cooper had forwarded this email about your
15 strategic planning session on to Paul Bonwick?

16 MS. KIMBERLY WINGROVE: No, I was not.

17 MS. KATE MCGRANN: More generally, did
18 you know that she was speaking to him about your
19 efforts to implement a strategic plan?

20 MS. KIMBERLY WINGROVE: No, I was not.

21 MS. KATE MCGRANN: Even more generally
22 than that, did you know that she was speaking to him,
23 or were you aware of whether she was speaking to him
24 about Town council business at all?

25 MS. KIMBERLY WINGROVE: I think I was

1 aware very early on of the close relationship between
2 Mr. Bonwick and Mr. Houghton. Given the Mayor's close
3 relationship with Mr. Houghton, I -- I think I had
4 some assumption that -- that conversations would have
5 logically taken place, but I have no specific evidence
6 to that effect.

7 MS. KATE MCGRANN: I'm going to turn
8 to a different document: TOC512155.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: This is a three (3)
13 page document, and I'm going to ask that we just
14 scroll slowly through the three (3) pages so you can
15 take a look at them.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: Okay. And if you
20 could take that up to the top of the first page,
21 there's three (3) pages in this document. Do you
22 recognize them?

23

MS. KIMBERLY WINGROVE: I recognize
24 the first two (2). Those are my work.

25

MS. KATE MCGRANN: And the third page?

1 MS. KIMBERLY WINGROVE: I have never
2 seen that before to -- that I can recall.

3 MS. KATE MCGRANN: When you say that
4 the first two (2) pages were your work, would you tell
5 us what this document is, please?

6 MS. KIMBERLY WINGROVE: This -- this
7 document was prepared for a discussion with Mayor
8 Cooper with regard to undertaking performance
9 evaluation of myself in the CAO's role. So you can
10 see there are headings there with regard to
11 leadership, general management, human resource
12 management, et cetera. So those were various
13 responsibilities that would have been outlined in my
14 job description.

15 MS. KATE MCGRANN: You can see at the
16 top of the page that there's a date of April 1st,
17 2011.

18 Is that, to your recollection, around
19 when you would have created this document?

20 MS. KIMBERLY WINGROVE: Yes, it is.

21 MS. KATE MCGRANN: And you said that
22 this was created for a performance evaluation. What
23 caused you to create it?

24 MS. KIMBERLY WINGROVE: My
25 recollection is that Councillor Chadwick had been

1 asking about the -- my performance evaluation and when
2 that might take place. This is also, just looking at
3 the dates, budget -- budget time.

4 We would have just recently completed a
5 budget, and so often compensation stuff, compensation,
6 et cetera, is -- is a topic of conversation during
7 budget times because it represents a significant part
8 of the operating responsibilities of the Town.

9 MS. KATE MCGRANN: And could you just
10 scroll down a little bit, please. All the way --
11 sorry, I should have said this earlier -- all the way
12 down to the third page. This document -- you said you
13 had not seen this document before?

14 MS. KIMBERLY WINGROVE: I do not
15 recall it.

16 MS. KATE MCGRANN: Did you have a
17 meeting or a performance review further to the two (2)
18 pages that you had drafted?

19 MS. KIMBERLY WINGROVE: Yes, I did.

20 MS. KATE MCGRANN: Would you describe
21 that for us, please?

22 MS. KIMBERLY WINGROVE: I reviewed the
23 information on the first two (2) pages with Mayor
24 Cooper and discussed the intended areas of focus for
25 the remainder of -- of 2011 with the Mayor, and was

1 really seeking her -- her input or assessment of, you
2 know, whether or not those were appropriate things to
3 move forward with if she wished to see any changes.

4 MS. KATE MCGRANN: Can you scroll up
5 to the bottom of the second page for me? This
6 section, would you describe what this is for us?

7 MS. KIMBERLY WINGROVE: So the key
8 performance indicators for 2011, so I think it's
9 really important that there's a clear and shared
10 understanding of what it is that your CAO and
11 department heads are -- are to be focussed on, what
12 the expectation of council is.

13 So over and above my general day-to-day
14 responsibilities, as outlined in my job description,
15 this was an attempt in the absence of -- of that
16 strategic planning process to put some information
17 down as I understood it at the time.

18 So there had been discussion prior to
19 this that Aird & Berlis had been the Town's solicitors
20 for a long period of time, and it was, you know, good
21 practice that occasionally you go out on the street to
22 ensure that you are getting the best value for money.
23 That had been discussed but never did -- we didn't do
24 that during my time.

25 I noted the desire to put forward a new

1 strategic plan. Undertaking the performance
2 management plans with the department heads was
3 something that I thought was important to formalize.

4 The economic development function,
5 tourism, corporate communicate functions, all of those
6 were things that were very -- were deemed to be very
7 important to the future development of the Town, and
8 it was my feeling that those could be further
9 developed, and I wanted to be able to prepare a report
10 to council to that effect.

11 Financial management, I see I've made
12 notes there. Those are my notes on that page about
13 forecasting, you know, asset management, et cetera.
14 We did -- we -- we were in the process of developing a
15 Parks and Rec master plan, and as a CAO, it was my
16 responsibility to support the department head in that
17 effect. We were looking at servicing in Nottawa, so
18 that needed to get finished, and that was a
19 substantive piece of work.

20 The staff in public works are -- were
21 CUPE. That's their collective agreement, so at the
22 time that was up for renewal, and I noted health and
23 safety there as well.

24 MS. KATE MCGRANN: Did you have a
25 meaningful discussion about the items that you listed

1 here during your performance review?

2 MS. KIMBERLY WINGROVE: My
3 conversations with Mayor Cooper were always very
4 surface. I felt -- and I recall feeling in that -- in
5 that meeting that I had laid this out. I didn't feel
6 like I got a lot of direction back again.

7 MS. KATE MCGRANN: Were you provided
8 with any feedback on the work that you had done to
9 date?

10 MS. KIMBERLY WINGROVE: I was told --
11 I do recall being told that I needed to adhere more
12 closely to council's desired direction, and --

13 MS. KATE MCGRANN: Can you be more
14 specific about what you were told in that regard?

15 MS. KIMBERLY WINGROVE: I'm afraid
16 that I -- I left that meeting feeling somewhat
17 confused, and that was often the case when -- when I
18 met with Mayor Cooper, that I left a meeting feeling
19 somewhat confused. I certainly felt that I was trying
20 to move Council's agenda forward and take -- and take
21 their direction, so I figured that I simply needed to
22 try harder.

23 MS. KATE MCGRANN: Okay. If you could
24 scroll down to the third page. I should have asked
25 you: Was there anybody else at this meeting?

1 MS. KIMBERLY WINGROVE: No, there was
2 not.

3 MS. KATE MCGRANN: Do you recall
4 approximately how long the meeting was?

5 MS. KIMBERLY WINGROVE: Probably an
6 hour.

7 MS. KATE MCGRANN: This is a document
8 titled 'Overall Evaluation'. You can see at the top
9 that there are initials. You've got unsatisfactory,
10 substandard but making progress, satisfactory, above
11 average, and excellent. There are initials above the
12 satisfactory section.

13 Do you know whose initials those are?

14 MS. KIMBERLY WINGROVE: I believe
15 those are Sandra Cooper.

16 MS. KATE MCGRANN: If you scroll down
17 further -- no, this is -- that's perfect -- you see,

18 "Areas of strength: oversees
19 treasury in absence of treasurer;
20 organizational skills; interest
21 displayed in job."

22 Did anybody ever talk to you about any
23 of those items in terms of your performance?

24 MS. KIMBERLY WINGROVE: No, they did
25 not.

1 MS. KATE MCGRANN: Okay. It says
2 below that:

3 "These can be used more effectively
4 by doing the following: present
5 accurate and timely budget
6 information; contin -- continued
7 communication with/to council;
8 regular reports to council on
9 actions taken relating to matters
10 arriving (sic) from residents' needs
11 and inquiries."

12 Did anybody speak to you about these
13 topics with respect to your performance and your job?

14 MS. KIMBERLY WINGROVE: What I can say
15 is that I know that there would have been a very
16 specific reason why those items are mentioned,
17 especially with matters arising from residents' needs
18 and inquiries.

19 But it would not be my practice to not
20 bring matters forward to -- to Council's attention, so
21 I'm afraid I can't speak in more detail than that. I
22 don't really know what that's about.

23 MS. KATE MCGRANN: Under 'Areas of
24 Weakness', it lists:

25 "contract position in treasury

1 obstacle, health and safety working
2 relationship with council."

3 Did anyone speak to you about any of
4 those items with respect to your performance of your
5 job?

6 MS. KIMBERLY WINGROVE: There was a
7 person brought into the Treasury department on a
8 contract that council and the Mayor and the Deputy
9 Mayor as I recall -- that they were not comfortable
10 with having that person there and did not wish for me
11 to extend that contract or have that person continue
12 on in the department.

13 The health and safety piece I believe
14 related specifically to an accident that happened with
15 a member of the Public Works staff where of course the
16 Ministry of Labour was involved.

17 Part of the findings was that our
18 standing -- standard operating procedures for that
19 particular job hadn't -- either were non-existent or
20 had not been updated in some time, so there was a
21 finding. And so it was -- it was coming back to me
22 that I needed to sort out the SOPs for Public Works.

23 And working relationship with council,
24 I don't -- I don't know what to say about that.

25 MS. KATE MCGRANN: Did anyone speak to

1 you about needing to work on your working relationship
2 with council in or around April 2011?

3 MS. KIMBERLY WINGROVE: It was -- it
4 was a continuing theme that -- that the Mayor and --
5 and Deputy Mayor specifically were not as comfortable
6 with me or my performance as I would have felt was
7 optimal.

8 Certainly there were other members of
9 council that I felt I had a good working relationship
10 with, and I would also say that, depending on the day
11 and the -- and the matter at hand, I could be in the
12 good books or the bad books, even with the Mayor and
13 the Deputy Mayor.

14 MS. KATE MCGRANN: I'm going to read
15 out the last little bit, and then I'll ask you one (1)
16 final question about this document. The last bit of
17 this form said:

18 "These can be strengthened by doing
19 the following: review Treasury
20 department; continue to document
21 training for staff; better
22 understanding of council's
23 direction."

24 At your performance review, was there a
25 discussion about any -- a specific discussion that you

1 can remember about any of these items?

2 MS. KIMBERLY WINGROVE: Well,
3 certainly item number 1, "review Treasury department",
4 in my mind is code for you need to fix the problem
5 that we see there and you need to make a change.
6 "Continue to document training for staff." Again, I
7 think that just is related to that very specific issue
8 with the accident.

9 And "better understanding of -- of
10 council's direction." I really don't know what to say
11 to that. It was never made clear to me or I never
12 felt that there was a shared and appropriate
13 understanding of what that would look like.

14 MS. KATE MCGRANN: And just for
15 completeness's sake, could you scroll to the bottom of
16 this document. Do you ever remember signing a
17 document that looked like this?

18 MS. KIMBERLY WINGROVE: No, I do not.

19 MS. KATE MCGRANN: Could you just --
20 and then we're going to turn to some general topics
21 now, so we don't need to have this up on the screen
22 anymore. Oh, thank you. Could we mark that document
23 as an exhibit before I move on?

24 THE HONOURABLE FRANK MARROCCO: Yes.

25 THE REGISTRAR: Exhibit 30, Your

1 Honour.

2

3 --- EXHIBIT NO. 30: TOC0512155.

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: Shifting gears and
7 focus, I'd like to talk to you about when you first
8 heard about a potential sale of some or all of Collus
9 Power. Do you remember when you first heard about
10 that as a concept?

11 MS. KIMBERLY WINGROVE: It was an
12 ongoing theme through my time in Collingwood from
13 probably the -- the first time that there was a
14 presentation of the Collus financial -- so Collus
15 financial reports to council that we needed to be
16 conscious of the political environment as it related
17 to the local hydro utilities and the potential of the
18 government to be looking to amalgamate these, that
19 their desire in an effort to reduce costs would be to
20 see fewer of these utility companies.

21 But that was of a very general nature.
22 The specifics of the fact that me -- that we might
23 wish to do something very specific with Collus did not
24 come to my attention until I think that, you know,
25 June time frame in 2011.

1 MS. KATE MCGRANN: Do you remember the
2 first time that you heard, you know, of the concept of
3 a potential sale of some or all of Collus, not as a
4 general concept, something that should be considered,
5 but something that might be an actuality, something
6 that the Town was looking at?

7 MS. KIMBERLY WINGROVE: Mr. Houghton
8 did attend my office and discuss with me the -- the
9 plan that -- that they had to seek out potential -- I
10 really want to say "purchaser" was the word that was
11 used -- for Collus. And that was at the end of May,
12 beginning of June in 2011.

13 MS. KATE MCGRANN: And what can you
14 tell us about that conversation?

15 MS. KIMBERLY WINGROVE: That it came
16 to my understanding that some work had already been
17 undertaken to that end, and that -- the plans were
18 quite -- were more advanced than -- than I would have
19 expected in order to be just hearing about them now,
20 and the idea that we would be -- that -- that Mr.
21 Houghton would be seeking an arrangement with another
22 utility company and essentially going out and having
23 conversations about this in the absence of any sort of
24 formal process.

25 MS. KATE MCGRANN: When you say that

1 the -- the plans were more advanced, what were the --
2 what were the plans? Is it what you just described,
3 or was there more to it than that?

4 MS. KIMBERLY WINGROVE: I will say
5 that it was as I -- as I described.

6 MS. KATE MCGRANN: What was your
7 reaction to hearing about this?

8 MS. KIMBERLY WINGROVE: Oh, my
9 goodness, this -- this is a very significant
10 situation. And -- and just from the -- from the
11 public perception, we need to have a process, and we
12 need to have some external assistance and -- and eyes
13 on anything like this to ensure that we're moving
14 forward appropriately.

15 MS. KATE MCGRANN: Okay. So your
16 reaction was that it's significant. For public
17 perception reasons, you need to have a process?

18 MS. KIMBERLY WINGROVE: Well -- well,
19 even just to -- like undertaking something as -- as
20 potentially complex as this -- as, you know, the sale
21 of a utility, given the role of the Ontario Energy
22 Board and all of the financial implications, there was
23 a great deal I know, as this -- as this hearing has
24 heard, very complex arrangements between the Town and
25 -- and Collus.

1 And so to move forward in this
2 direction without having had completed some fairly
3 detailed assessment of what the implications of such a
4 move would be, just -- I was just very surprised and
5 very concerned.

6 MS. KATE MCGRANN: The reactions that
7 you just described to us, did you say any of that to
8 Mr. Houghton in the meeting that you're telling us
9 about?

10 MS. KIMBERLY WINGROVE: Not using
11 those exact words, but certainly I think I made it
12 abundantly clear that we were going to need some
13 outside help to ensure that an appropriate process was
14 undertaken.

15 MS. KATE MCGRANN: And what was his
16 response to you -- to you saying that?

17 MS. KIMBERLY WINGROVE: I don't -- I
18 don't recall his exact response. He certainly didn't
19 say -- he didn't say no to me. I think that he was
20 going to take that away and -- and give it some
21 consideration.

22 MS. KATE MCGRANN: Did he say anything
23 to you about why this kind of move was being
24 considered at that particular time?

25 MS. KIMBERLY WINGROVE: Why they

1 wanted -- council had -- had had conversations prior
2 to this with regard to the Town's financial situation
3 and that, you know, they were -- they were looking to
4 see some improvements in their financial situation,
5 you know.

6 So part of the discussion was that this
7 was -- was an opportunity to realize some of the value
8 that the Town had in Collus.

9 MS. KATE MCGRANN: When you say, "the
10 Town's financial situation," can you be more specific
11 about what you mean?

12 MS. KIMBERLY WINGROVE: The -- the
13 Town was carrying some debt. As well, I think that
14 that particular counsel had been elected on a mandate
15 of holding the line or reducing taxes, and then
16 finding a way to reduce debt and the associated costs
17 of carrying debt was one (1) way that they would be
18 able to achieve that.

19 MS. KATE MCGRANN: And was the Town's
20 financial situation something that you and Mr.
21 Houghton discussed in this meeting where he came and
22 told you about --

23 MS. KIMBERLY WINGROVE: No, it is not.

24 MS. KATE MCGRANN: Okay. The
25 opportunity that you mentioned that was there with the

1 sale, is that something that was discussed in your
2 meeting with Mr. Houghton, the opportunity to -- to
3 realize some of the value in the utility?

4 MS. KIMBERLY WINGROVE: I -- I'm quite
5 sure that it was -- was mentioned.

6 MS. KATE MCGRANN: I apologize. We're
7 going to be jumping around in time a little bit here.
8 I'm going to ask that TOC38001 be shown on the screen.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: If you could scroll
13 all the way down to the bottom and up a little bit.
14 Perfect. This is a January 17th, 2011, email from --
15 oh, you know what, we've got to go down a little bit
16 further to the very bottom one. I apologize. This is
17 a January 17th, 2011, email from Rick Lloyd to Sara
18 Almas, subject line 'Comment'. You're not copied on
19 this email. Have you seen this email before?

20 MS. KIMBERLY WINGROVE: I'm not copied
21 on the --

22 MS. KATE MCGRANN: No, you're not
23 copied on it.

24 MS. KIMBERLY WINGROVE: Okay. No. So
25 no, I did not -- I did not receive that -- that email.

1 MS. KATE MCGRANN: Okay. And if you
2 could scroll up a line, you can see that Ms. Almas is
3 responding to Mr. Lloyd and you're copied on this. So
4 Mr. Lloyd had asked that -- we'd better scroll all the
5 way back down again; I apologize.

6 In his email, Mr. Lloyd asked Ms.
7 Almas, "My brother's considering again bidding on Town
8 work but worried about putting me into conflict." He
9 explains a little bit and he -- he asks to confirm
10 whether, you know, he's not -- he would not have a
11 conflict pecuniary interest as he's not involved in
12 his business.

13 "And the Conflict of Interest Act
14 clearly states I must disclose an
15 interest if it is a spouse, sons or
16 daughters and parents. I'm sending
17 this to you only to ask if this is
18 your understanding as well, and I do
19 realize that you cannot give advice
20 on this matter."

21 Then if you could scroll up. Here --
22 Sara Almas sent a copy to you, responds to Mr. Lloyd
23 and says,

24 "You're correct in that the
25 Municipal Conflict of Interest Act

1 clearly identifies that a member is
2 NOT deemed to be in conflict if it's
3 interest, direct or indirect, of a
4 sibling."

5 Do you remember being copied on this
6 email or receiving it?

7 MS. KIMBERLY WINGROVE: Yes, I do.

8 MS. KATE MCGRANN: Do you remember --
9 and can you scroll all the way up for a sec? Do you
10 remember if you had any further interactions with
11 either Deputy Mayor Lloyd or Sara Almas about that
12 email exchange?

13 MS. KIMBERLY WINGROVE: Certainly not
14 with the Deputy Mayor. Whether or not I would have
15 discussed it in -- in passing with Sara, I -- I can't
16 recall.

17 MS. KATE MCGRANN: I believe that that
18 email's already an exhibit. Thank you. Could you
19 pull up paragraph 192 of the foundation document?

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: So we move from
24 January to June of 2011. This section of the
25 foundation document describes Mr. Bonwick reaching out

1 to Sara Almas to arrange for a meeting with her. If
2 you could scroll down a little bit. Oh, hang on a
3 second. Sorry. Yeah, that's perfect.

4 It appears and we've heard that there
5 was a meeting between Mr. Bonwick and Clerk Almas, and
6 then we see here there's an email from Paul Bonwick to
7 Clerk Almas on June 2nd, 2011, in which he thanks her
8 for taking time to meet with her (sic) regarding his
9 forthcoming opportunity with PowerStream.

10 If you could scroll down further, on
11 the same day, he writes another email to a gentleman
12 named Brian Bentz and John Glicksman with a copy to
13 Clerk Almas. In that email, he said that he described
14 the services his company would be providing to
15 PowerStream throughout the region as well as specific
16 to Collingwood.

17 And he wrote that Clerk Almas had been
18 kind enough to offer an interpretation of the
19 Provincial Conflict of Interest of Act as it related
20 to his sister, being a member of a municipal council.
21 He writes that Ms. Almas was quite clear that there is
22 no conflict of interest with respect to -- based on
23 his company's relationship with PowerStream.

24 Could you pull up document TOC49090?

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: And scroll down.
4 There's a copy of the email that I've just described
5 to you. You can see that it's sent from Paul Bonwick.
6 If we scroll up a teeny-weeny bit -- there we go. Oh,
7 down a bit. There. A little more. I just want to
8 show the sender -- there we go. That's great. Thank
9 you.

10 From Paul Bonwick to Brian Bentz and
11 John Glicksman, with a copy to Sara Almas, June 2nd.
12 The content is as I've described it to you. If you
13 scroll up, you can see that Sara Almas has forwarded
14 this email to you on June 6th, 2011. Do you remember
15 receiving this email?

16 MS. KIMBERLY WINGROVE: Not
17 specifically, but -- but yes, I do know that Sara did
18 advise me that she had had this meeting.

19 MS. KATE MCGRANN: What do you
20 remember about Sara advising you about having that
21 meeting?

22 MS. KIMBERLY WINGROVE: Because --
23 then after this time, Mr. Bonwick did ask for a
24 meeting with myself. And as normal practice for me,
25 if I was asked for a meeting that I wasn't

1 anticipating, I would normally go to the department
2 heads to inquire as to -- if any background that --
3 that they might have had.

4 And so in -- in this particular case, I
5 likely would have spoken to Sara about the fact that
6 Paul was looking for a meeting, and she forwarded this
7 to me by way of background.

8 MS. KATE MCGRANN: And you said that
9 you like would have. Do you have a specific
10 recollection of --

11 MS. KIMBERLY WINGROVE: No, I do not.
12 No, I do not.

13 MS. KATE MCGRANN: Is it the case that
14 you're looking at this, you're thinking about your
15 general practice, and you're thinking this is probably
16 what happened?

17 MS. KIMBERLY WINGROVE: That's
18 correct.

19 MS. KATE MCGRANN: But you don't have
20 any specific recollection of talking to Ms. Almas
21 about this --

22 MS. KIMBERLY WINGROVE: Not
23 specifically, no.

24 MS. KATE MCGRANN: -- okay, this email
25 or her meeting with Mr. Bonwick?

1 MS. KIMBERLY WINGROVE: That's
2 correct.

3 MS. KATE MCGRANN: Could we take a
4 look at paragraph 200 of the foundation document,
5 please.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Paragraph 200
10 describes an email that Paul Bonwick sent to you on
11 June 10th in which he says that he would like to
12 discuss a company that he had recently started to
13 provide services. He says the purpose of the meeting
14 is to provide disclosure as well as propose an
15 additional meeting. We can see from the email
16 correspondence that you agreed and you suggested a
17 date.

18 Did you meet with Mr. Bonwick and --
19 well, first of all, do you remember receiving this
20 email from Mr. Bonwick?

21 MS. KIMBERLY WINGROVE: Not
22 specifically. I remember the meeting.

23 MS. KATE MCGRANN: Okay. What can you
24 tell us about the meeting?

25 MS. KIMBERLY WINGROVE: It was short.

1 MS. KATE MCGRANN: Okay. What else
2 can you tell us about the meeting?

3 MS. KIMBERLY WINGROVE: Simply that
4 Mr. Bonwick attended my office. He indicated that he
5 would be doing some work with PowerStream with regard
6 to assisting them with their communications and
7 government relations work as it related to this idea
8 of the utilities needing to amalgamate.

9 MS. KATE MCGRANN: Was there anybody
10 else at this meeting?

11 MS. KIMBERLY WINGROVE: No, there was
12 not.

13 MS. KATE MCGRANN: When you say it was
14 short, how long was it?

15 MS. KIMBERLY WINGROVE: Ten (10)
16 minutes.

17 MS. KATE MCGRANN: Did you understand
18 why he was coming to speak to you about this?

19 MS. KIMBERLY WINGROVE: I -- not --
20 not clearly. I was -- as I say, I did not have a very
21 deep or collegial relationship with Mr. Bonwick. I
22 tended to keep my interactions with him quite
23 prescriptive, so I took the information that he gave
24 me at face value. I would say at this point that it
25 would have been prudent for me to ask a lot more

1 questions than I did.

2 MS. KATE MCGRANN: Other than what
3 you've just said, is there any reason why you didn't
4 ask him more questions?

5 MS. KIMBERLY WINGROVE: I really
6 didn't read anything into it at the time. Compens
7 was a communications company. That's what they did.
8 And so the fact that he was going to do this work, he
9 was going to do it with a utility that neighboured our
10 own that we had some interaction with, I didn't take
11 that to be anything that I needed to be overly
12 concerned about at the time.

13 MS. KATE MCGRANN: When you say, "He
14 was going to do this work with a utility that
15 neighboured our own and that we had some interactions
16 with," what are you referring to?

17 MS. KIMBERLY WINGROVE: The fact that
18 PowerStream was, you know, part of the -- the CHEC
19 group, that part of their coverage area was very near
20 to what the Collus service area was.

21 MS. KATE MCGRANN: Was it your
22 understanding at the time you had this meeting with
23 Mr. Bonwick that PowerStream was part of the CHEC
24 group?

25 MS. KIMBERLY WINGROVE: As -- as

1 limited as my understanding was of what the CHEC group
2 was and -- and did.

3 MS. KATE MCGRANN: Do you recall if
4 you had an understanding or formed a belief about what
5 he would be doing based on his conversation with you?

6 MS. KIMBERLY WINGROVE: Not in any
7 depth or detail.

8 MS. KATE MCGRANN: And did this
9 conversation cause any concerns for you?

10 MS. KIMBERLY WINGROVE: Always.

11 MS. KATE MCGRANN: Always. Can you
12 explain what you mean by that?

13 MS. KIMBERLY WINGROVE: I knew that
14 when certain individuals approached me, because it
15 wasn't our normal practice for certain people to come
16 and just speak to me at length and toss it around and
17 -- and think about it, if they came to me
18 specifically, it was highly likely that there was a
19 reason why they were coming to talk to me, that they
20 wanted to be able to say, I talked to Kim.

21 MS. KATE MCGRANN: The thing -- what
22 you just said there, how did you come to form that
23 opinion of -- of what was happening when people were
24 coming to meet with you? Why did you believe that?

25 MS. KIMBERLY WINGROVE: Because it had

1 been on more than one (1) occasion that -- where --
 2 you know, as -- as a particular initiative advanced
 3 that then would be, say, well, you know, I talked to
 4 you about this, or you said that something was okay,
 5 but, you know, finding out that I hadn't been provided
 6 with a full disclosure of what was actually going on
 7 or what actual relationships were underpinning that
 8 particular initiative. And I'm sorry to speak in
 9 circles.

10 MS. KATE MCGRANN: Did you speak to
 11 anybody else about the meeting you had Mr. Bonwick?

12 MS. KIMBERLY WINGROVE: Only to -- I
 13 know that when he left my office, I went back to -- I
 14 went to Sara's office just to say that Paul was just
 15 here and this is what he told me. And I really wonder
 16 what it is I'm supposed to do with this information.

17 MS. KATE MCGRANN: And do you remember
 18 what Sara said back to you?

19 MS. KIMBERLY WINGROVE: I -- she
 20 certainly didn't have any more information for me to -
 21 - to further enlighten me.

22 MS. KATE MCGRANN: Beyond the
 23 conversation that you had with Ms. Almas, did you do
 24 anything else in response or further to the meeting
 25 you had with Mr. Bonwick?

1 MS. KIMBERLY WINGROVE: No, I did not,
2 but, as I say, I was not at that point deeply troubled
3 by this. I didn't see that there were any kind of
4 grave implications for the Town.

5 MS. KATE MCGRANN: At that time, did
6 you connect the conversation that you were having with
7 Mr. Bonwick -- well, let me put it this way: Can you -
8 - the meeting that you had with Mr. Houghton -- and I
9 recognize that you can't say exactly when it was --
10 can you say whether it was before or after the meeting
11 you had with Mr. Bonwick?

12 MS. KIMBERLY WINGROVE: My belief
13 today is that the meeting with Mr. Bonwick preceded
14 the meeting with Mr. Houghton where we talked about
15 specifics. But it's very -- it was such a long time
16 ago, and I am afraid I get my dates --

17 MS. KATE MCGRANN: That's -- that is
18 fair. Do you remember at any time in June drawing any
19 connections in your mind between the meeting you had
20 with Mr. Bonwick and the meeting you had with Mr.
21 Houghton?

22 MS. KIMBERLY WINGROVE: In my mind,
23 because of the close relationship between the two of
24 them, although I wanted to give sort of the benefit of
25 the doubt that Mr. Bonwick's company was simply

1 looking for work and that, you know, that there was
2 just a relationship there and a connection, but that
3 the work was as it was purported to be: communications
4 work.

5 MS. KATE MCGRANN: You said you wanted
6 to give the benefit of the doubt. What caused you to
7 use that phrase as you talked to me here today? Had a
8 concern formed in your mind?

9 MS. KIMBERLY WINGROVE: Again, because
10 he -- as a matter of course, he wouldn't be coming to
11 me to talk to me about this if there wasn't something
12 else going on. Similar to the Deputy Mayor sending
13 that email about his brother and ploughing snow and
14 having a conflict of interest, that just wasn't a
15 regular practice. And so it just made your antenna go
16 up.

17 MS. KATE MCGRANN: I'm mindful of the
18 time. I just would like to finish this area off.
19 It's going to take not very much longer.

20 You say it made your antenna go up, can
21 you be any more specific than that?

22 MS. KIMBERLY WINGROVE: My experience
23 with -- with the Town and -- and the ways things
24 happened in the community was that there were a group
25 of people who, you know, really worked closely

1 together from a -- from a business perspective that
2 they had interests in -- in -- in seeing particular
3 things happen in the Town and -- yeah, I don't know if
4 I can be any more forthcoming than that. It's just
5 that, you know, these were -- were people with
6 significant interests in various developments and such
7 and -- in the Town, yeah.

8 MS. KATE MCGRANN: Yeah, we got
9 because I asked you if you drew a connection in your
10 mind at any time in June 2011 between the meeting you
11 had with Mr. Houghton, the meeting you had with Mr.
12 Bonwick.

13 Tell me if this is unfair but I think
14 generally you're saying that you did think about it
15 and made your antenna go up. Did you do anything
16 about that feeling?

17 MS. KIMBERLY WINGROVE: It was my
18 experience that I didn't have solid outlets -- solid
19 places to be able to communicate those kinds of
20 concerns. Who was I going to tell? I -- I would --
21 where I had a specific situation and -- and sufficient
22 detail to have a meaningful conversation, I would
23 reach out to our legal representatives and have a
24 conversation with them but things like this that were
25 ill defined, subjective based on my -- just my own gut

1 instinct, I didn't really have a place to take those
2 or an ability to do very much with them. It was more
3 that I had to wait and see if something more came of
4 it of -- in a -- in a more substantive way that I
5 would then have a reason to -- to bring in legal
6 counsel or -- or, you know, speak to specifics.

7 MS. KATE MCGRANN: It's 4:35. I'm
8 about to move on to something else.

9 THE HONOURABLE FRANK MARROCCO: 4:33.

10 MS. KATE MCGRANN: Oh my mistake.

11 THE HONOURABLE FRANK MARROCCO: But in
12 any event, we're not going to -- we're not going to
13 get much more done today so I think this is probably
14 as good place to stop.

15 Did you have a chance to confer about
16 Friday the -- was it, the 26th.

17 MS. KATE MCGRANN: So I managed to
18 speak with everyone except her Mr. Chenoweth. My
19 fault. I didn't get to you and we were waiting to
20 hear back from Mr. Bonwick.

21 THE HONOURABLE FRANK MARROCCO: I
22 think, Mr. Chenoweth, you indicated yesterday that
23 that kind of worked for you.

24 MR. FRED CHENOWETH: I did, Sir. It
25 still works.

1 MS. KATE MCGRANN: And I think it
2 works for everybody else. Mr. Bonwick --

3 THE HONOURABLE FRANK MARROCCO: Mr.
4 Bonwick, works for you?

5 MR. PAUL BONWICK: I was waiting for a
6 response from -- but I'll --

7 THE HONOURABLE FRANK MARROCCO: Well -
8 - well, what if --

9 MR. PAUL BONWICK: I'll know by the
10 end of today or first thing tomorrow morning.

11 THE HONOURABLE FRANK MARROCCO: Yeah,
12 we can -- we can let -- you know, if -- let us know if
13 it work -- if it doesn't work, it doesn't work. If
14 there's a time --

15 MR. PAUL BONWICK: I may just have to
16 excuse myself --

17 THE HONOURABLE FRANK MARROCCO: -- and
18 then let us know. Maybe we can start at a little
19 different time or something like that.

20 So if you could let -- let us know by
21 email, then I'll let -- make sure that the rest of you
22 are notified so people know whether -- what we're
23 doing. We're adjourned.

24

25 --- Upon adjourning at 4:37 p.m.

1 Certified Correct,

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5 _____

6 Wendy Woodworth, Ms.

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