



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

June 13th, 2019

1 APPEARANCES

2

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11 (No Counsel)) For Paul Bonwick

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13 George Marron) For Sandra Cooper

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15 (No Counsel)) For Timothy Fryer

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17 Frederick Chenoweth) For Edwin Houghton

18

19 William McDowell (np)) For Town of Collingwood

20 Ryan Breedon)

21

22 Patrick Gajos (np)) For Collus PowerStream

23) Corporation

24

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1 --- Upon resuming at 9:03 a.m.

2

3 THE REGISTRAR: Mr. Bonwick, do you
4 understand you're still under oath?

5 MR. PAUL BONWICK: I do.

6 THE REGISTRAR: Thank you.

7

8 PAUL BONWICK, Previously Sworn

9

10 CONTINUED BY MS. KATE MCGRANN:

11 MS. KATE MCGRANN: Good morning, Mr.
12 Bonwick.

13 MR. PAUL BONWICK: Good morning.

14 MS. KATE MCGRANN: Could we turn up
15 CPS2315, please?

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: Scroll down. I
20 just want to ask you some questions about your email
21 addresses.

22 This is an email from Eric Fagen of
23 PowerStream dated August 14th, 2011. We've seen that
24 he's sent an email to you at a Compenso account, a
25 greatmind.ca account, a Rogers account, and a

1 seamind.ca account.

2 There was a status hearing in this
3 matter on October 29th, 2018. At that time the
4 Inquiry was advised by your counsel that you had no
5 documents to produce, that you didn't maintain records
6 for several years after your company was no longer
7 providing consulting services to the client, and that
8 you had previously discarded, deleted, or destroyed
9 all documents relevant to the Inquiry.

10 Is that right?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Turning to the
13 International Solar Solutions Inc. company and the
14 solar hour -- powered attic vent initiative, how did
15 you become involved in discussions about ISSI and the
16 solar attic vent pilot project?

17 MR. PAUL BONWICK: The -- I was
18 provided an introduction to Mr. Budd. I should back
19 up and say Mr. Houghton introduced the product to me,
20 walked me through what benefits he felt it had, was
21 looking for feedback on the product in terms of my
22 thinking.

23 Without going into all the details, I
24 think Mr. Houghton has articulated out what he felt
25 was why the product was as good as it was. I provided

1 him my feedback based on what I'd observed within the
2 larger community specific to the Green Energy Act
3 conservation programs, where I had seen or witnessed
4 municipal governments going, and so he was, generally
5 speaking, looking for feedback on the product. I got
6 quite excited about it and thought it was very
7 ingenuitive, creative, had significant potential
8 across North America, and for that matter across
9 Europe.

10 Subsequent to that he provided an
11 introduction to Mr. Budd, and Mr. Budd walked through
12 what he felt were the benefits of the -- the product,
13 the history to date in terms of what they had tried to
14 accomplish, and then looked for feedback from me.

15 MS. KATE MCGRANN: When you say that
16 Mr. Houghton introduced the project -- the product to
17 you, what did that look like? How did he introduce it
18 to you?

19 MR. PAUL BONWICK: It was -- if memory
20 serves me correct, it was a cut-out or it looked like
21 a cut-out from a roof. I'm going say for the purpose
22 of this discussion, three (3) or four (4) feet wide,
23 three (3) feet high. It looked like a typical cut-out
24 from a roof and it had a solar attic vent on it,
25 attached to it, and he showed it to me outside with

1 the solar panel working and moving the air around.

2 MS. KATE MCGRANN: So he brought a
3 physical model to show you?

4 MR. PAUL BONWICK: Correct.

5 MS. KATE MCGRANN: Do you remember
6 when that took place, that meeting?

7 MR. PAUL BONWICK: No.

8 MS. KATE MCGRANN: Did he explain to
9 you why he was looking for feedback?

10 MR. PAUL BONWICK: As I just
11 explained, he was very excited about the product.
12 From what I remember, he talked about some of the
13 demand conservation products that they had implemented
14 in the past.

15 If I recall, there was -- I won't know
16 much detail about it. I didn't garner a lot but it
17 was -- he had talked about -- they had some program
18 where they had marketed insulation blankets for hot
19 water tanks where they had gone to some sort of
20 metering program and that he felt that this was an
21 evolution in terms of conservation management, and
22 because of the potential price point on it, he felt
23 that it was something that would be very exciting for
24 his ratepayers and, for that matter, ratepayers
25 throughout the province.

1 I sort of viewed it as something much
2 more substantial than that. I thought that it would
3 be much more akin to some of the warmer climates, so I
4 thought it would be an excellent product in the United
5 States, especially Eastern Seaboard.

6 I thought it would be an excellent
7 product in Europe, because Europe tended to be
8 somewhat ahead of North American governments as it
9 related to conservation and demand management, and so
10 he was looking for feedback in terms of what I thought
11 the opportunities were and what -- what I thought the
12 uptake might be in terms of Mr. and Mrs. Smith
13 participating in something along those lines.

14 MS. KATE MCGRANN: Why did you
15 understand he was looking for feedback on somebody
16 else's product?

17 MR. PAUL BONWICK: I think he was very
18 excited about it. He -- I think he recognizes that if
19 I -- I'd had some experience with sort of taking the -
20 - we've heard this again, sort of the pulse of people.
21 He was aware of the fact that I was somewhat familiar
22 with the Green Energy Act. He was -- I believe he was
23 aware, and I shouldn't say that because I do not know
24 that, but I had done work with Blackstone Energy on --
25 he would know that, that I had done work with

1 Blackstone Energy on larger solar initiatives.

2 One (1) of the points that I raised
3 with him during that period of time was the cost
4 associated with it and the level of subsidy associated
5 with it, and while I was in favour of solar, I felt
6 that that program was overly subsidized by the
7 government and out of the cost reach of the average
8 consumer.

9 MS. KATE MCGRANN: Did you understand
10 him to have any interest in or involvement with the
11 Company when he brought this product to you for your
12 feedback?

13 MR. PAUL BONWICK: No.

14 MS. KATE MCGRANN: So again, if he
15 doesn't have any interest in or involvement with the
16 Company, why is he bringing a product to you for
17 feedback?

18 MR. PAUL BONWICK: I can repeat my
19 answer, if you would like. I think he was looking for
20 feedback. He was excited about the product. You --
21 you heard testimony from various witnesses -- I think
22 Mr. Houghton was viewed, and rightly so, as very
23 progressive in the industry, always looking for new
24 opportunities as it related to benefiting the
25 ratepayers, Collus, providing better service, and it

1 just hit all the right buttons on him in terms of an
2 exciting conservation -- energy conservation product
3 that he could use for the benefit of his ratepayers.

4 MS. KATE MCGRANN: Do you remember
5 when this meeting took place?

6 MR. PAUL BONWICK: No.

7 MS. KATE MCGRANN: Do you remember
8 where it took place?

9 MR. PAUL BONWICK: I think it was in
10 the back parking lot of my office, but I'm not
11 positive.

12 MS. KATE MCGRANN: So did he have the
13 -- the model in his car then?

14 MR. PAUL BONWICK: Yes.

15 MS. KATE MCGRANN: Was anybody else
16 involved in the meeting?

17 MR. PAUL BONWICK: No.

18 MS. KATE MCGRANN: Did he mention any
19 specific plans or ideas he had to you at that time
20 with respect to what Collus could do with -- with
21 that?

22 MR. PAUL BONWICK: No. There wasn't a
23 lot of discussion specific to Collus. It was more --
24 he just thought it was a really exceptional product.
25 In his mind, he was looking at it, certainly the way

1 he described it for me, from an LDC perspective. He
2 was wanting my input. I don't know that he didn't,
3 but I suspect he showed it to other people as well.

4 MS. KATE MCGRANN: But you're not
5 aware of him showing to anybody else?

6 MR. PAUL BONWICK: I wasn't --

7 MS. KATE MCGRANN: At that point in
8 time at least.

9 MR. PAUL BONWICK: I didn't ask the
10 question.

11 MS. KATE MCGRANN: It sounds like you
12 shared his enthusiasm for this product and you saw
13 even more possibilities for it than he did when he
14 showed it to you.

15 Is that fair?

16 MR. PAUL BONWICK: Correct. I shared
17 with him that I had some experience within the
18 development sector. There had been significant demand
19 through various lead initiatives, departmental
20 designation that can be achieved through home,
21 commercial, and office building construction.

22 There was -- through my experiences,
23 there was significant demand by consumers as it
24 related to more energy-efficient homes, homes that
25 could run more cost-effectively from an energy

1 consumption perspective. Municipalities -- I should
2 say most levels of government were riding a wave of
3 environmental considerations beyond what had happened
4 a decade ago.

5 So -- so wrapping that up into a
6 bundle, I felt that there was significant opportunity
7 beyond the LDCs. It was something that I felt could
8 be marketed through retail large box stores, Canadian
9 Tires, Walmarts, Lowe's, those kinds of things. I
10 thought that it might be an interesting product.

11 I didn't know a lot about the market in
12 this particular regard, but I know very little about
13 the market other than what I read in sort of an eBay
14 kind of -- or a social marketing product that could be
15 used.

16 The box itself is relatively small for
17 the unit. I just thought it had -- it had the
18 potential for incredible uptake, and again, a lot of
19 the initiatives that I had seen come forward, whether
20 it was ground source heating, whether it was the solar
21 -- the solar program the Provincial Government ran at
22 that point in time for an average consumer to get
23 involved in that range, somewhere in the 60 to \$80,000
24 range, and granted there was very, very significant
25 subsidies attached to it in terms of long-term

1 feedback. I just felt there wasn't a lot of product
2 that was available for average working class family,
3 and certainly governments were promoting energy
4 conservation.

5 Kids in school are going home and
6 talking to mom and dad about energy conservation, mom
7 and dads were interested in participating in energy
8 conservation, and that's one of the reasons, or some
9 of the reasons why I was quite excited about the
10 product.

11 MS. KATE MCGRANN: You say that Mr.
12 Houghton provided you with an introduction to Mr.
13 Budd. Whose idea was it to introduce you to Mr. Budd?

14 MR. PAUL BONWICK: I think -- I don't
15 recall whether I asked. I think he sensed that there
16 was a great deal of excitement from me in terms of
17 what the market opportunities might be.

18 Granted, it was a -- sort of a -- a
19 first glance at it. I took time to start to research
20 more about the product, and I don't mean the ISSI
21 product but attic solar vents, and -- or attic vents,
22 and there was other products on the market, but
23 nothing that compared to that, and so I suspect the
24 natural progression out of that when I demonstrated
25 that level of excitement and trying to find out where

1 the product was coming from, the next step would have
2 been, we should introduce you to one of the owners of
3 the company.

4 MS. KATE MCGRANN: How long did you
5 time spend -- how long did you spend researching the
6 product before you were introduced to Mr. Budd?

7 MR. PAUL BONWICK: Not a great deal of
8 time. The research was done, generally speaking, over
9 the internet. There was various products available as
10 it related to taking the heat out of attics. Most of
11 the concentration was on wind.

12 I'll do a bad job at describing them
13 but I -- they're basically balls with vents in them
14 that spin around when there's wind and they -- they
15 suck the heat out of the attics. I don't know if you
16 want me to go into any detail in terms of the product
17 itself.

18 MS. KATE MCGRANN: No, thank you. How
19 long after you saw the solar attic vent did you first
20 -- were you first introduced to Mr. Budd?

21 MR. PAUL BONWICK: I don't recall days
22 or weeks, but I suspect -- I shouldn't say suspect.
23 It was relatively short order, maybe three (3) or four
24 (4) weeks.

25 MS. KATE MCGRANN: The introduction,

1 was it in person, was it over the phone?

2 MR. PAUL BONWICK: In person.

3 MS. KATE MCGRANN: Where did that in-
4 person introduction take place?

5 MR. PAUL BONWICK: Mr. Houghton's
6 house.

7 MS. KATE MCGRANN: Was anybody else
8 there?

9 MR. PAUL BONWICK: No.

10 MS. KATE MCGRANN: Was a purpose for
11 the meeting explained to the attendees before --
12 before they arrived?

13 MR. PAUL BONWICK: An introduction.

14 MS. KATE MCGRANN: Do you remember how
15 long that meeting took place?

16 MR. PAUL BONWICK: No. It was a -- it
17 was a fairly involved discussion, so I'm going to
18 suggest that it could have quite easily been a couple
19 of hours.

20 MS. KATE MCGRANN: Could we look at
21 TOC48017, please?

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: This is an email

1 from you to Mr. Houghton. There's an attachment,
2 "Solar Vent Corporate Structure.doc." This is dated
3 May 24th, 2011. You forwarded a copy of this document
4 to Mr. Houghton and asked him to:

5 "Please print for Peter."

6 Is that for Peter Budd?

7 MR. PAUL BONWICK: I would assume so.

8 MS. KATE MCGRANN: Do you remember
9 if -- if you sent this information over in advance of
10 the meeting that you described to us at Mr. Houghton's
11 house?

12 MR. PAUL BONWICK: I don't recall.

13 MS. KATE MCGRANN: Could we look at
14 the attachment? That might --

15 MR. PAUL BONWICK: Sorry, I could say
16 not in advance of the introductory meeting because I
17 wouldn't have any reason to do that.

18 MS. KATE MCGRANN: In terms of your
19 interest in the product and how you might become
20 involved, was that something that you discussed at the
21 first meeting that you had with Mr. Budd and Mr.
22 Houghton at Mr. Houghton's house?

23 MR. PAUL BONWICK: I don't think it
24 was -- I think at the conclusion of the meeting
25 between myself and Mr. Budd, there was a general

1 agreement that I would -- my take-away was to look at
2 the product further, develop a business model. I
3 expressed interest in being involved in the
4 distribution, marketing, sales of the product, and so
5 the take-away would have been for me to give him some
6 ideas in terms of what I was thinking.

7 MS. KATE MCGRANN: You described that
8 meeting as being between yourself and Mr. Budd. Was
9 Mr. Houghton in attendance or did he leave the two (2)
10 of you at his house?

11 MR. PAUL BONWICK: No, he didn't leave
12 us alone in his house.

13 MS. KATE MCGRANN: Was he
14 participating in the meeting as well?

15 MR. PAUL BONWICK: Not -- not to the
16 degree Peter and I were. I think he was sitting there
17 more in -- in observation, possibly getting us a soda
18 or coffee or whatever.

19 MS. KATE MCGRANN: Did you take any
20 notes at the meeting?

21 MR. PAUL BONWICK: No.

22 MS. KATE MCGRANN: Was any discussion
23 about the involvement of Collus or the LDC, was that
24 discussed at all at that meeting?

25 MR. PAUL BONWICK: In the preliminary

1 discussion, once we sort of got beyond why he thought
2 this was sort of the next toaster, so to speak, one of
3 the great inventions, once I got through talking about
4 market opportunity that I felt might be in play for
5 it. Ed spoke about, from what I recall, the fact that
6 he felt the LDC community might get really excited
7 about it, he certainly was.

8 He felt there was tremendous advantage
9 in terms of getting -- getting this into the
10 ratepayer's hands and I think he shared, again, a
11 couple of different programs. They were very limited
12 in number. The number of programs that had actually
13 been extended to consumers were -- I won't call them
14 consumers -- ratepayers that were affordable and he
15 certainly felt this was something that could -- could
16 work from -- from an LDC perspective.

17 MS. KATE MCGRANN: Okay, beyond the
18 concept that it's something that could work from the
19 LDC perspective though, there was no discussion of a
20 potential plan for how to -- how to introduce the
21 product through LDCs, for example?

22 MR. PAUL BONWICK: Not at that point
23 in time. I think Mr. Budd had -- I believe Mr. Budd
24 had indicated that he had visited or met with some
25 participants within the LDC sector beyond Collus.

1 Nothing contrary about Mr. Budd's
2 statements, but he -- he was there promoting the
3 product and so he -- he certainly conveyed that there
4 appeared to be a strong level of excitement or
5 opportunity from some of the people that he had met as
6 well.

7 MS. KATE MCGRANN: So the way things
8 were left at the end of this meeting is that you were
9 going to do some more research and you were going to
10 come back with a business proposal. Is that right?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Do you remember
13 when you next were involved in a discussion about the
14 solar attic vents?

15 MR. PAUL BONWICK: No.

16 MS. KATE MCGRANN: Could we turn up
17 TOC48018, it's the attachment to the email that we
18 were just looking at.

19 This is a memo dated May 11th -- no,
20 May 24th, 2011. It's from you to Mr. Budd and Mr.
21 Houghton and you can see that it sets out a proposed
22 structured agreement related to the solar powered vent
23 initiative that sets out some -- some different share
24 splits.

25 Do you remember what conversations you

1 had with Mr. Budd and/or Mr. Houghton about the solar
2 attic vents between the first meeting you described to
3 us and -- and the date of this memo?

4 MR. PAUL BONWICK: I believe Mr. Budd
5 and I had some conversations over the telephone. He
6 conveyed to me that the inventor had -- had a very
7 strong position in terms of product control, product
8 marketing, how he felt the product should be
9 disseminated within the -- the larger market, and we
10 talked about the opportunity to market to LDCs as well
11 as big box stores, over the internet, US, and -- and
12 beyond.

13 We felt at that point in time -- and I
14 shouldn't say "we felt", I felt at that point in time,
15 I can't speak for Mr. Budd, but I felt that this had
16 the ability under the right set of circumstances to
17 become a multi -- multi-million dollar enterprise.

18 MS. KATE MCGRANN: Did you have any
19 discussions with Mr. Houghton about the prospects you
20 saw for the product?

21 MR. PAUL BONWICK: As I've mentioned
22 to you, I shared with him my perspective as it
23 continued to develop and was very excited about the
24 opportunities, and I did share with him where I
25 thought the product could go in terms of forecasts,

1 especially if you introduce the product to the US,
2 which is obviously a much, much larger product then --
3 or much larger market than Canada.

4 MS. KATE MCGRANN: In the email that
5 this memo was attached to, you had asked Mr. Houghton
6 to please print a copy of this document for Mr. Budd.

7 Do you remember if there was a meeting
8 in which you discussed this memo?

9 MR. PAUL BONWICK: No.

10 MS. KATE MCGRANN: Do you remember why
11 you would have asked Mr. Houghton to -- to print a
12 copy of this memo for Mr. Budd?

13 MR. PAUL BONWICK: I don't recall
14 other than the fact that I may not have Mr. Budd's
15 email address at that point. I -- that's the only
16 reason why I can think that I wouldn't have either
17 sent it directly to Peter or -- or Mr. Budd, or sent
18 it to both of them.

19 MS. KATE MCGRANN: Let's go back to
20 the email for a second. It's TOC48017. Scroll down
21 to the bottom, please.

22 As at May 24th, 2011, you didn't have
23 Mr. Budd's email address?

24 MR. PAUL BONWICK: I -- I said I don't
25 recall, I'm thinking that might be the only reason why

1 I didn't send it to him.

2 MS. KATE MCGRANN: Could you scroll
3 up, please?

4 Presumably if you wanted to email it to
5 Mr. Budd, you would have asked Mr. Houghton for Mr.
6 Budd's email address, not for Mr. Houghton to print a
7 physical copy for Mr. Budd?

8 MR. PAUL BONWICK: Again, perhaps Mr.
9 Houghton was meeting with Mr. Budd.

10 MS. KATE MCGRANN: You -- you don't
11 remember, is that the case?

12 MR. PAUL BONWICK: I don't remember.

13 MS. KATE MCGRANN: Going back to the
14 memo, which is at TOC0048018. Scroll down to see the
15 body of it.

16 In this memo you propose a split of
17 voting shares as between Peter Budd and the inventor
18 and you propose a split of non-voting shares as
19 between Mr. Budd, Mr. Houghton, and yourself.

20 Had you had any discussions with Mr.
21 Houghton about this proposal before you put it
22 together?

23 MR. PAUL BONWICK: I don't know if I
24 had any discussions with him before specific to this
25 memo. I certainly did after the fact.

1 MS. KATE MCGRANN: Tell us about the
2 discussions you had with him after the fact.

3 MR. PAUL BONWICK: It -- I was aware
4 of the fact that Mr. Houghton was in a position
5 basically at any time to retire from Collus, I think
6 at this point in time he had been thirty-five (35)
7 years. I think you're aware of the fact that I spent
8 a number of years in the Federal Government and had
9 seen some very creative successful bureaucrats
10 transition out early from any number of different
11 departments within the private sector.

12 Ed had such a strong reputation within
13 the industry, I knew him well, knew he was a very
14 capable guy and certainly from my perspective, to me
15 this represented a -- an opportunity for him to move -
16 - move to a -- another chapter in his life and step
17 away from -- from the LDC sector.

18 MS. KATE MCGRANN: That was a
19 conversation you're describing one conversation or
20 several conversations?

21 MR. PAUL BONWICK: There would have
22 been more than one conversation, most definitely.

23 MS. KATE MCGRANN: Did the
24 conversations take place between the two (2) of you,
25 was Mr. Budd involved in any of them?

1 MR. PAUL BONWICK: I constantly pushed
2 for it. When I say "constantly," any discussions that
3 I would bring up in terms of the potential success for
4 the product, I sort of viewed Mr. Houghton as the
5 potential to add significant value and I do not mean
6 just within the LDC sector. He's very knowledgeable
7 about the conservation demand side of -- the history
8 of the conservation demand side.

9 And so from my perspective, quite
10 frankly whether it was this initiative or -- or any, I
11 think any organization would have been happy to
12 recruit Mr. Houghton to be -- to be part of that
13 organization.

14 MS. KATE MCGRANN: I'd like to stay
15 focused on the ISSI initiative and the proposal that's
16 up on the screen in front of you.

17 I take it from your answer that Mr.
18 Budd was involved in at least some of the
19 conversations you had with Mr. Houghton about his
20 potential involvement in the company after he retired
21 from Collus. Is that fair?

22 MR. PAUL BONWICK: No. I had
23 discussions with Peter about it -- Mr. Budd, sorry.

24 I don't recall three-way conversations
25 about the recruitment. I, at the initial days, kind

1 of got a feeling that a full-on partnership was likely
2 not an option. When I say a partnership between
3 myself, Mr. Budd and Mr. Bushey and whatever his
4 investors were.

5 Mr. Budd had conveyed very clearly that
6 they were going to have strong control over the
7 product, not in a negative way from their perspective.

8 And so, I don't know that Ed was part
9 of those -- Mr. Houghton was part of those
10 discussions. I think my bilateral discussion with Mr.
11 Houghton was simply suggesting that after thirty-five
12 (35) years it might make sense to look at something
13 new.

14 MS. KATE MCGRANN: Let's use this memo
15 as a point in time, to the extent that you can, I
16 understand this took place a while ago, to help
17 understand when these conversations took place.

18 The conversations you had with Mr. Budd
19 where you came to understand that a partnership with
20 he and -- and the inventor was not likely, did those
21 take place before or after you drafted this memo?

22 MR. PAUL BONWICK: I suspect
23 throughout the entire period, it just become more and
24 more evident to me that when I would come up with
25 suggestions about how to market the product, how they

1 might re-examine their manufacturing side, I was
2 getting I'll call it push-back, not a general warm
3 environment in terms of things that I thought should
4 happen that could take the product to a different
5 level.

6 MS. KATE MCGRANN: So, over the life
7 of your discussions with Mr. Budd you were continually
8 pushing to -- to have the company turn out and you
9 felt that -- that your suggestions were not being
10 taken up?

11 MR. PAUL BONWICK: Yeah, I -- I think
12 there was a -- and, again, I'm very respectful of Mr.
13 Bushey. He invented the product and wanted to make
14 sure that he had control over most aspects of it.

15 My position was, as a technical guy, as
16 an inventor, that that's your strength and certainly
17 have your patents registered and things of that
18 regard, but trying to have control over the -- the
19 marketing sales and distribution of it was not --
20 likely not an ideal scenario.

21 And I -- I think I, during this period
22 of time, also referenced the fact that manufacturing
23 out of a small -- a small facility where you could
24 only produce a few hundred a week was not conducive to
25 setting up meetings and trying to market the product,

1 for example, at a Home Depot.

2 MS. KATE MCGRANN: Tell me what you
3 recall about your discussions with Mr. Houghton about
4 this memo.

5 MR. PAUL BONWICK: Mr. Houghton
6 responded that he was not in a position to partner,
7 that he didn't have plans in the near term for
8 retirement, that he had several things on the go with
9 Collus, and that he was a -- I think he was
10 appreciative of the fact that I was trying to recruit
11 him and -- but he was quite clear to me that this was
12 not something at that stage he was in a position to
13 consider.

14 MS. KATE MCGRANN: I understand that
15 he was not looking at retirement at this point in
16 time. In your conversations with him about this memo
17 did he discussion the possibility of involvement when
18 he eventually did retire?

19 MR. PAUL BONWICK: I don't know that
20 we got that far down the road. He was quite clear at
21 that point in time that he wouldn't and couldn't
22 participate. And I don't know -- even know if the
23 discussion was centred around so much couldn't as --
24 sorry, wouldn't, that was part of it, but he just felt
25 he had a lot on his plate.

1 He didn't feel it was appropriate at
2 this point in time to become involved. I can't recall
3 that there wasn't discussions about when are you. I
4 know I've had that discussion with him on numerous
5 occasions, you know, what is the magic day, you're in
6 a position to retire, my understanding was close to
7 any time.

8 It was a -- it was a stressful
9 environment. I think he enjoyed his job very much,
10 and the team he worked with, but I was trying to feel
11 him out on when he thought he might actually be going.

12 MS. KATE MCGRANN: You said that he
13 said he had a lot on his plate. You mentioned didn't
14 feel appropriate. Why did you understand that he
15 wouldn't be involved in a partnership at that point in
16 time?

17 MR. PAUL BONWICK: While he was --
18 what I took from his answer was, as long as he was
19 employed with Collus, that he would not be in a
20 position to -- to partner. My position was stop being
21 employed by Collus.

22 MS. KATE MCGRANN: Could we look at
23 paragraph 2 of summary document 1-3, please?

24 THE HONOURABLE FRANK MARROCCO: Just -
25 - just before you do that, why did you -- what -- what

1 did you think would happen if that share of the
2 nonvoting stock was distributed as you proposed in the
3 memo?

4 MR. PAUL BONWICK: My thinking at that
5 time was, if Ed -- or if Mr. Houghton bought into the
6 concept that I had developed in terms of becoming
7 something very substantial and, of course, becoming
8 something very substantial required very substantial
9 efforts, my hope was that he would have a look at --
10 at this and start getting his map -- mind wrapped
11 around perhaps an exit strategy from Collus versus
12 staying with Collus.

13 THE HONOURABLE FRANK MARROCCO: Yeah,
14 I -- I didn't express myself clearly enough. What was
15 the -- let's assume everybody owns the nonvoting
16 shares as you have proposed in the memo.

17 What did you think would happen as a
18 result of that in -- in terms of -- of sharing profits
19 and that sort of thing?

20 MR. PAUL BONWICK: Typically, in an --
21 in a situation like that, the -- the difference
22 between nonvoting shares and voting shares is just the
23 voting shares allow the inventor to maintain control
24 of the product or, well, effectively, maintain control
25 of the profit.

1 The nonvoting shares are more subtle in
2 nature, in -- in my experience, and deal more with
3 responsibility and profit share distribution.

4 THE HONOURABLE FRANK MARROCCO: So, it
5 was a profit. Your -- your anticipation was that
6 that's how the profits would be shared?

7 MR. PAUL BONWICK: That's how the
8 profits or the revenue would be -- would be shared
9 depending, again --

10 THE HONOURABLE FRANK MARROCCO: Well,
11 it'd have to be profits, right?

12 MR. PAUL BONWICK: Well, again,
13 depending on what the responsibilities are. If, for
14 example, under this scenario, I was going to have to
15 assume 60 or 70 or 80 percent of the cost associated
16 with marketing the product and that cost far exceeded
17 any contribution that Mr. Budd -- Mr. Bushey would
18 make, then I would look for a larger share of the
19 revenue but, at the end of the day, it would typically
20 boil down to profit distribution.

21

22 CONTINUED BY MS. KATE MCGRANN:

23 MS. KATE MCGRANN: At this point in
24 time, had there been any discussion about introducing
25 the solar attic vent through Collus to customers and

1 potentially other LDCs?

2 MR. PAUL BONWICK: There had already
3 been some discussion from Peter's point that he had
4 introduced it to some other LDCs. There -- Ed was
5 excited about the product in terms of he was coming
6 more and more exci -- sorry, Mr. Houghton was more and
7 more excited about the product in terms of what he
8 thought he could do with it from a Collus perspective
9 and where he could grown that -- the -- sorry, the
10 Collus model.

11 One (1) of the points that I raised, I
12 think it was relatively early on, while the product
13 appeared to work very well, there had been limited
14 testing of the product.

15 And I had suggested that one (1) of the
16 things we need to do is, either through laboratory
17 testing, there needed to be some sort of data
18 collection in terms of what it actually does so that
19 you can market the product by saying it reduces
20 temperature in the attic during peak times at this, it
21 has the potential to reduce energy consumption during
22 peak times at this.

23 And so, it was very anecdotal in terms
24 of what Mr. Budd had at that point in time. And I
25 think Mr. Houghton, from an LDC perspective, sort of

1 wanted quantitative information in support of what he
2 thought he could do within the -- the LDC sector, as
3 well.

4 MS. KATE MCGRANN: This arrangement
5 that's proposed in your memo, was any form of this
6 arrangement actually implemented?

7 MR. PAUL BONWICK: No.

8 MS. KATE MCGRANN: Could we turn to
9 TOC0048836, please?

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: While that's coming
14 up, I understand that you and others saw the need for
15 data collection. Did you discuss how the costs associ-
16 -- associated with that data collection would be
17 covered?

18 MR. PAUL BONWICK: From my
19 perspective, I wasn't knowledgeable about -- I want to
20 describe this properly. I think they called it the --
21 the smart meter program, so I'm likely going to -- I
22 may describe this improperly, but I believe the
23 utility companies had the ability to monitor energy
24 consumption during any particular day or any
25 particular hour. I think that was sort of where Mr.

1 Houghton was talking.

2 Mine was more about getting it into
3 private sector research development labs and doing
4 testing there, possibly engaging post-secondary
5 education, whether they be university engineering
6 programs or CET programs through colleges. Again from
7 a marketing perspective if you can, in my experience,
8 attach a post-secondary education centre to it, it
9 gives it another level of credibility as well.

10 So my point on analyzing -- identifying
11 in real terms what the actual benefits of the product
12 were, were more within the private domain or the
13 post-secondary education domain. That's sort of where
14 I was leaving with it.

15 MS. KATE MCGRANN: If we could scroll
16 to the bottom of the email on the screen, please.

17 So this is an email discussion as
18 between yourself and Mr. Houghton and Mr. Budd
19 starting on June 2nd, 2011. The first email is from
20 Mr. Budd. He writes:

21 "Ed, I would like to keep you posted
22 that Angemeer and I are trying to
23 move his area forward, and I will be
24 seeing redacted from Oakville next
25 week."

1 He suggests another name. He notes:
2 "Anytime you're ready to visit
3 others like PowerStream, TH et al,
4 I'm ready to help if you need it.
5 Perhaps we could jointly establish a
6 draft target schedule for the months
7 ahead to introduce the product to
8 LDCs."

9 He says he needs to some of this
10 information to meet with the bank next week to set up
11 a credit facility, and he expresses excitement about
12 the boost that this could bring to your lives.

13 If you look at Mr. Houghton's response,
14 he says:

15 "I guess I wasn't aware that you
16 were going to continue to work with
17 other LDCs. I was hoping to a pilot
18 in Collingwood and then roll it out
19 to others."

20 Do you remember a discussion around
21 this point in time about piloting the product through
22 Collingwood , and then after that, Ed start rolling it
23 out to other LDCs?

24 MR. PAUL BONWICK: To some degree,
25 yes. I think -- I don't think -- it was my opinion

1 that Mr. Houghton was viewing the product strictly
2 within the confines of the LDC world.

3 And while I understood from him the
4 benefits the ratepayers could enjoy from participating
5 in a program such as that, it was my opinion that the
6 LDC world would -- would be rather minor in comparison
7 in terms of market opportunity than going into larger
8 big-box stores and again marketing across Canada
9 and -- and throughout the United States and further.

10 So I think Ed's -- Mr. Houghton's
11 perspective was, I'm interested in Collus. And Peter
12 was -- Mr. Budd was, I'm interested in all the LDCs.
13 And while I recognized that there is benefit certainly
14 from a marketing perspective, from a pilot program
15 perspective in working with those LDCs, it was my
16 opinion that the -- the market opportunity was
17 exponentially larger than that moving outside the LDC
18 world.

19 MS. KATE MCGRANN: Mr. Houghton gave
20 evidence that he saw the pilot project as a potential
21 litmus test for partners that Collus would be looking
22 at. So a couple questions about that.

23 As at June 2nd, you're in the process
24 of finalizing your retainer with PowerStream. What
25 had you told Mr. Houghton about the status of your

1 retainer with PowerStream at this point in time?

2 MR. PAUL BONWICK: I don't recall
3 having a great deal of discussion with him about the
4 retainer with PowerStream. He was aware of the fact
5 that, I would say, for several months there was some
6 back and forth. I think he checked in once in a blue
7 moon to say how are you making out with them?

8 So he was aware that there was activity
9 going back and forth between my company and
10 PowerStream in terms of potential engagement. But
11 beyond that, I don't know that I had said to him that
12 as of June 2nd or June 7th that there was an actual
13 formal agreement in place by that time.

14 MS. KATE MCGRANN: Do you remember
15 when you told him that part of the terms you were
16 discussing with PowerStream would involve your working
17 on a potential Collus sale?

18 MR. PAUL BONWICK: I'm sorry. Repeat
19 that?

20 MS. KATE MCGRANN: Do you remember
21 when you told him that your work for PowerStream would
22 involve a potential Collus sale?

23 MR. PAUL BONWICK: I don't know that I
24 ever phrased any conversation with Mr. Houghton in
25 terms of a potential Collus sale if you're talking

1 about the entire entity. I think that was still early
2 days.

3 There was discussion about what Collus
4 was going to do. You've heard it said on several
5 occasions that status quo was likely not going to be
6 the major consideration.

7 I think Mr. Houghton was fully aware of
8 the fact that I was attempting to secure an engagement
9 with PowerStream, both for the purposes of working on
10 Collingwood, should that opportunity arise, as well as
11 others because we had had discussions, again as you
12 know, about the broader LDC market as well.

13 MS. KATE MCGRANN: Do you remember if
14 you had advised Mr. Houghton by this point in time
15 that part of the work you were talking about doing for
16 PowerStream would involve a potential transaction with
17 Collus?

18 MR. PAUL BONWICK: No.

19 MS. KATE MCGRANN: We see that this
20 conversation turns into a solar attic alliance between
21 Collus and PowerStream. Can you tell me how that
22 evolved?

23 MR. PAUL BONWICK: Again, I think -- I
24 shouldn't say it like that. It's my understanding
25 that Mr. Houghton felt that in the initial stages that

1 this was a exceptional product for the LDC market.
2 You'd have to ask Mr. Houghton in terms of why
3 PowerStream specifically. I think he's given some
4 indication in terms of having offered to two (2)
5 others as well.

6 But from what I understand from
7 evidence provided and a preliminary conversation with
8 Mr. Budd that there was an awareness that the product
9 was available within the LDC sector based on other
10 meetings that had taken place. And so to my mind,
11 PowerStream would be a natural choice as well.

12 MS. KATE MCGRANN: Tell me what you
13 know about how the solar attic initiative between
14 Collus and PowerStream came into place?

15 MR. PAUL BONWICK: What I understand
16 came into play was that Mr. Houghton introduced the
17 product to PowerStream amongst others. My
18 understanding is that Mr. Houghton and Mr. Muncaster
19 introduced the product more specifically to
20 PowerStream.

21 I was not present at that meeting I
22 don't believe, but I'm -- my understanding is that
23 there -- they brought them in I think. And I don't --
24 I don't know this. My understanding was they brought
25 a model down, and that was sort of the introduction as

1 I understand it.

2 MS. KATE MCGRANN: Can we look at

3 TOC --

4 THE HONOURABLE FRANK MARROCCO: Before
5 you do that, in that email that's on the screen,
6 Mr. Houghton says:

7 "I was hoping to do a pilot in
8 Collingwood and then roll it out to
9 others."

10 How was that going to be -- how was
11 rolling it out to others going to be advantageous to
12 Collus?

13 MR. PAUL BONWICK: There was -- again,
14 Your Honour, I'm not intimately aware of the criteria
15 to qualify under this demand management program that
16 exists to date. My understanding is that they look
17 for a large sampling through a pilot project for data
18 accumulation.

19 I had heard in one of the general
20 discussions that the large data sample that would
21 support an eventual -- I think it's through the OPA
22 but it may be the OEB; I'm not sure which one it is
23 through this conservation demand management program --
24 may have been beyond the reach of Collus to do a pilot
25 program on its own. That I don't know.

1 THE HONOURABLE FRANK MARROCCO: But if
2 it's subsidized, then people would find it easier to
3 buy it. But how would that advantage Collus? It
4 would advantage whoever's selling the vent, but how
5 would it advantage Collus?

6 MR. PAUL BONWICK: I think it would
7 advantage Collus in a couple of different ways. One
8 is as part of the LDC mandate, as I understand it.
9 They are supposed to be looking at introducing new
10 conservation technologies and what not to their rate
11 bases, as I said, as part of their overall mandate.
12 And so I suspect that helps them achieve the mandate
13 that they're provided.

14 In terms of cost recovery, at the end
15 of the day the LDC is there to serve both the
16 ratepayer and its shareholder.

17 If you're doing a pilot program, it's
18 my understanding that the -- the costs associated with
19 the pilot program either has to be born by the
20 corporation or by the ratepayer.

21 And so in this particular instance they
22 ran the program and they offered an extended billing
23 for the consumer, and so the consumer was effectively
24 paying for the product through the LDC.

25 If the program -- if they collected the

1 data, the data demonstrated that it was justified that
2 the subsidy through the -- again, I'm not sure which
3 one it is, OPA or OEB, then my understanding is the
4 LDC has the ability to recapture cost and not pass
5 that down -- sorry. They have the ability to not
6 recapture costs, they had the ability to include that
7 in their billing rates or in their overall operational
8 model rather than out of profits, and so it becomes a
9 more affordable product for the ratepayer.

10 That's sort of how I understood it, but
11 I wasn't ---

12 THE HONOURABLE FRANK MARROCCO: And
13 that would increase the demand for the product?

14 MR. PAUL BONWICK: That would --
15 correct.

16 THE HONOURABLE FRANK MARROCCO: Which
17 benefits whoever it is that is supplying the product.

18 MR. PAUL BONWICK: 100 percent,
19 correct.

20 THE HONOURABLE FRANK MARROCCO: And
21 how does that benefit Collus?

22 MR. PAUL BONWICK: I would --

23 THE HONOURABLE FRANK MARROCCO:
24 Because -- because Mr. Houghton wants -- is hoping to
25 a pilot in Collingwood and then roll it out to others.

1 MR. PAUL BONWICK: Right. So I go
2 back to what I understand, and this question might
3 have been more appropriately put to Mr. Houghton --

4 THE HONOURABLE FRANK MARROCCO: I
5 think you're right about that.

6 MR. PAUL BONWICK: But to --

7 THE HONOURABLE FRANK MARROCCO:
8 Nevertheless, I'm putting it to you.

9 MR. PAUL BONWICK: And I'm happy to
10 try to answer it.

11 I have some sense in terms of -- of
12 government and when policies and mandates are provided
13 to either arms-length corporations of government or
14 government itself, senior officials, CEOs, CAOs are
15 responsible to try to achieve those mandates.

16 And so not dissimilar to the -- what
17 I'll call the hot water blanket, I'm sure it was a
18 much nicer term than that, but the hot water blanket
19 that was introduced in previous years, Collus along
20 with I think other utilities across the province,
21 promoted that in a very significant way.

22 While it helped achieve value for their
23 ratepayers, we should make no mistake that whoever was
24 manufacturing and distributing those hot water
25 blankets did very well out of it.

1 THE HONOURABLE FRANK MARROCCO: All
2 right, thank you.

3

4 CONTINUED BY KATE MCGRANN:

5 MS. KATE MCGRANN: If you could just
6 scroll up in this email before we leave it.

7 So we're at right now Mr. Budd has --
8 that's good, thank you -- Mr. Budd has indicated that
9 he's speaking to other LDCs, Mr. Houghton's written
10 back to both of you saying I guess I wasn't aware that
11 you were going to continue to work with other LDCs, I
12 was hoping to pilot in Collingwood and roll out to
13 others.

14 If we scroll up a little bit more, you
15 can see that Mr. Budd writes back to just Mr. Houghton
16 and says:

17 "I can delay all of these talks to
18 meet your/our expectations. What is of interest in
19 the rollout schedule in your view with respect to
20 pilot, then sales. He asks, how do you see this
21 unfolding. Ed."

22 And he says "Thanks. Breaks on." Just
23 scroll up a little bit further. You see that Mr.
24 Houghton has brought you back into the conversation.
25 He indicates that he is -- Glenn from his office is

1 getting some information and he attaches some
2 documents that he's received and he asks, "Give me any
3 of your thoughts."

4 The next email in this chain is from
5 you to both of them, you say:

6 "Gentlemen, I would recommend we set
7 aside 15 minutes for a conference
8 call tomorrow to weigh the merits of
9 the stand-alone pilot program with
10 Collus, or approach other LDCs
11 immediately."

12 Scroll up to the top. Mr. Budd weighs
13 in with some thoughts and he starts by saying:

14 "Happy to have that conversation.
15 From my part, I can and will defer
16 to Ed's judgment on this."

17 Can you remember what decision was made
18 about parallel talks with a number of LDCs, including
19 Collus, or whether the brakes would be put on, as Mr.
20 Budd said, and let's start with Collus and then roll
21 out to others.

22 MR. PAUL BONWICK: It was my under --
23 it's my understanding and I wasn't working with Mr.
24 Budd at this point in time, it was my understanding
25 that Mr. Budd continued to introduce the product to

1 other LDCs, that was my understanding, I -- I heard
2 Mr. Houghton provide testimony related to Hydro One
3 and some confusion about how he might present the
4 product to them.

5 I was under the impression that Mr.
6 Budd had been trying to do that very thing with Hydro
7 One as well as -- I think it's called the Toronto
8 Power Corp, but I'm -- Toronto LDC.

9 So my understanding was Ed was looking
10 to try to manage -- manage the pilot program with --
11 in his framework. I think Peter -- Mr. Budd, based on
12 the investments that he had made to date or he and Mr.
13 Bushey had made to date, I think Mr. Budd was more
14 focused on the marketing and sales side and less about
15 the data that would support consumer uptake.

16 So naturally, his -- sort of the
17 entrepreneur and the guy that's got all the skin in
18 the game at this point in time, I think he was -- he
19 was gung-ho to see more LDCs get involved than less.

20 I think Mr. Houghton was more fixated
21 on let's walk this program through my LDC, let's get
22 the data, let's do the testing, let's see if we can
23 either independent or through a collective with some
24 of the LDCs get this OPA or OEB approval.

25 But again, I'm -- I believe Mr. Budd

1 continued to approach other LDCs. I don't think he
2 put the brakes on, but again, I'm not positive.

3 The issue with LDCs, unless there's a
4 program in place to have large -- this was my point on
5 it -- from a retail perspective, unless you're able to
6 demonstrate with some level of competence and
7 integrity that the product does what we say and we
8 believe it's going to do, it's more difficult to sell
9 and -- and have uptake.

10 MS. KATE MCGRANN: Can we scroll down
11 in this email just to the -- the email that comes
12 right before this.

13 So in this email you suggest a 15
14 minutes conference call to weigh the merits of the
15 stand-alone pilot program of Collus or approach other
16 LDCs immediately.

17 Do you remember if that call took
18 place?

19 MR. PAUL BONWICK: No, I do not recall
20 a -- I do not recall this. I -- a specific call
21 taking place regarding whether it's Collus or whether
22 it's the broader LDC. Again, my perspective that I
23 shared with both of them, and I'm not sure that there
24 was the same sense of excitement or enthusiasm or
25 understanding of the market, my thought was that there

1 -- if the appropriate research is done and
2 demonstrates value, my opinion was that there
3 expedientially was so much more market opportunity
4 through larger box stores and through -- again, I'm
5 dating myself, through, I'll call it e-marketing or
6 where you buy stuff online. I don't do that, so.

7 MS. KATE MCGRANN: You said that you
8 believe that Mr. Budd continued to approach other
9 LDCs. Were you involved in those conversations?

10 MR. PAUL BONWICK: No, he didn't --

11 MS. KATE MCGRANN: Did Mr. Budd report
12 back to you about his ongoing efforts to reach out to
13 other LDCs?

14 MR. PAUL BONWICK: I may have got a
15 call from him from time to time, or an email
16 suggesting that he had -- I don't recall emails so
17 much, I -- I think there was one or two the -- when I
18 was looking through the court book I thought I noticed
19 a couple that -- where he said he had met with this
20 company or -- when I say "company", LDC or that LDC.

21 But again the timing, I don't recall.
22 I just -- in my mind I sort of had the sense that he
23 was -- he was still -- still trying to get his product
24 to market.

25 MS. KATE MCGRANN: Can you identify

1 the basis for your belief that Mr. Budd was continuing
2 to speak to other LDCs through the time that the
3 Collus pilot project was taking place?

4 MR. PAUL BONWICK: No.

5 MS. KATE MCGRANN: Let me look at
6 TOC49530, please. Can we scroll to the bottom of this
7 email chain so we can walk through it?

8 This is -- it starts with an email from
9 yourself to Mr. Houghton on June 9th, the subject is
10 gmail account, you write:

11 "Hi Ed, what is your gmail address."

12 If we scroll up, Mr. Houghton responds
13 and provides it to you. You write back:

14 "I would recommend from this point
15 forward Peter and I use this
16 address. Mark can tie it into your
17 BB."

18 Is the Peter that you refer to in this
19 email Peter Budd?

20 MR. PAUL BONWICK: The -- yes, that's
21 the only Peter that -- yes. It had to be.

22 MS. KATE MCGRANN: Do you remember why
23 you made this suggestion to Mr. Houghton at this time?

24 MR. PAUL BONWICK: I was, as I've
25 stated earlier, it was my position that the LDC world

1 represented a rather small, granted it could be an
2 important part of the business model, but relatively
3 small in terms of percentage.

4 My position had been that I would have
5 preferred or what I wanted was for Ed to have a
6 serious thought about stepping away from Collus and
7 getting involved in this.

8 And so if you're going to have
9 discussions about -- or you're going to be sending
10 emails in terms of trying to recruit, respectfully if
11 I'm going to try to recruit you, Ms. McGrann, I likely
12 wouldn't send an email to your law office, I would try
13 to reach out to you personally.

14 MS. KATE MCGRANN: Let's focus on your
15 suggestion that Mr. Houghton use his gmail address.
16 Help me understand why you wanted him to use a gmail
17 address with respect to conversations about the solar
18 attic vents.

19 MR. PAUL BONWICK: I don't recall the
20 exact rationale back then, other than the fact that --
21 sorry, better? Other than the fact that I was trying
22 to discuss a private initiative that was outside the
23 LDC world.

24 I have to assume or believe at that
25 time my thinking was that it would make sense that you

1 would keep the communications outside the LDC world.

2 MS. KATE MCGRANN: Why is that?

3 MR. PAUL BONWICK: I think I just
4 explained it. Maybe not well enough.

5 MS. KATE MCGRANN: I don't understand.

6 MR. PAUL BONWICK: Okay. If I am
7 trying to create a -- a company and recruit somebody
8 to that company and that company's mandate is going to
9 work outside or that company's focus is going to be
10 outside the employ of the individual that's -- that
11 I'm trying to recruit, to me it would make perfect
12 sense that the discussions would be and the
13 information you're sharing would be of a personal
14 nature rather than I'm not addressing him as the
15 president and CEO of Collus, he's been quite clear
16 that he's not going to participate in that way.

17 And so I'm trying to communicate to him
18 on a personal level.

19 MS. KATE MCGRANN: Was this suggestion
20 in part driven by the fact that Mr. Houghton's Collus
21 email address is controlled by the company, is
22 accessible by the company, it's not simply his email
23 address?

24 MR. PAUL BONWICK: No. My
25 understanding and short of -- short of something like

1 this unfolding, my understanding is that the
2 governance structure for communications within the
3 corporations like LDCs and beyond that are not subject
4 to FOIs and things of that regard.

5 This was strictly a point of Mr.
6 Houghton clearly stating that in his capacity as
7 president and CEO he had no interest or ability to
8 participate.

9 And so my point would be if I can't
10 communicate with him as president and CEO, why not do
11 it personally?

12 MS. KATE MCGRANN: Was it your
13 understanding that Mr. Houghton couldn't and wouldn't
14 receive personal communications to his company email
15 address?

16 MR. PAUL BONWICK: I don't recall that
17 conversation.

18 MS. KATE MCGRANN: I'm about to move
19 on to a different email, so this might be a good time
20 to take the morning break.

21 THE HONOURABLE FRANK MARROCCO: Okay,
22 ten minutes.

23

24 --- Upon recessing at 10:04 a.m.

25 --- Upon resuming at 10:13 a.m.

1

2 CONTINUED BY MS. KATE MCGRANN:

3 MS. KATE MCGRANN: Could we turn up
4 ALE234, please?

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: This is a July 7th,
9 2011, email from yourself to Mr. Bentz. You write:

10 "Hi, Brian. Further to our
11 telephone conversation, topics for
12 discussion will be Solar Strategic
13 Alliance."

14 You explain that:

15 "Ed's proposal/objective for Collus
16 Board is 1,000 unit five hundred
17 (500) homes. I believe his
18 intention is for a similar
19 commitment for PowerStream. Intent
20 to -- is to expand program to other
21 CHEC members as we move forward.
22 Water opportunity is also on slate
23 for discussion. Dean will be
24 providing his perspective as well as
25 listening to yours. Please call if

1 you have any questions."

2 Yesterday, you gave evidence that you
3 attended a meeting with Mr. Houghton, Mr. Bentz, and
4 Mr. Muncaster. And I believe you said you thought it
5 was this meeting. Does that ring a bell for you?

6

7 (BRIEF PAUSE)

8

9 MR. PAUL BONWICK: I'm not sure if it
10 was this one (1) or... I don't recall. I think so.

11 MS. KATE MCGRANN: Were you aware of
12 any conversations between Mr. Houghton and anyone at
13 PowerStream about the solar attic vents before this
14 email?

15 MR. PAUL BONWICK: It was my
16 understanding that Mr. Houghton had had a conversation
17 with Mr. Bentz about Collus moving into a pilot
18 program for the -- for the solar vent.

19 MS. KATE MCGRANN: Where did you get
20 that understanding from?

21 MR. PAUL BONWICK: I would have had to
22 have either got it from Mr. Bentz or from Mr.
23 Houghton, I don't recall which.

24 MS. KATE MCGRANN: Do you remember
25 anything about the basis for that understanding?

1 MR. PAUL BONWICK: Again, either Mr.
2 Houghton or Mr. Bentz would have said that there had
3 been a call or a discussion. It was my -- my
4 understanding that this wasn't a fresh introduction in
5 terms of, oh, look what we have.

6 I think there was an introduction prior
7 to the meeting that said here's what we're -- here's
8 what Collus is thinking, we'd like to engage
9 PowerStream to see if there's an appetite there, as
10 well. That's my understanding.

11 MS. KATE MCGRANN: Had you had any
12 discussions with PowerStream about the solar attic
13 vents before you sent this email?

14 MR. PAUL BONWICK: I don't believe so.
15 I don't think at this point, I don't think. Could
16 finish those sentences. I read them in the
17 transcript, and it says, "I don't think."

18 MS. KATE MCGRANN: Mr. Houghton gave
19 evidence yesterday that he saw this Solar Strategic
20 Alliance and the pilot project as a litmus test. Did
21 he ever discussion that concept with you?

22 MR. PAUL BONWICK: No.

23 MS. KATE MCGRANN: Could we look at
24 paragraph 19 of summary document 1-3, please? Leaving
25 aside the words, 'litmus test', did you have any

1 understanding that Mr. Houghton saw this project as a
2 way to -- to assess how other LDCs would interact with
3 Collus on a shared -- shared project?

4 MR. PAUL BONWICK: Not that I recall.

5 MS. KATE MCGRANN: Do you remember at
6 any time turning your mind to the question of whether
7 PowerStream's participation in this project could be
8 advantageous in its response to the RFP?

9 MR. PAUL BONWICK: Yes.

10 MS. KATE MCGRANN: Do you remember
11 when you first thought of that?

12 MR. PAUL BONWICK: No, I don't recall
13 a date.

14 MS. KATE MCGRANN: Do you remember
15 when you first learned that the Town and Collus were
16 going to proceed with an RFP for Collus?

17 MR. PAUL BONWICK: Not a specific
18 date.

19 MS. KATE MCGRANN: Can you be more --
20 can you give us a general sense of timing?

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: So, for example,
25 did you know before you signed your retainer agreement

1 with PowerStream that the Town and Collus were
2 considering moving ahead with an RFP for the company?

3 MR. PAUL BONWICK: I don't know that
4 it was an RFP. I was -- it was my opinion prior to
5 signing the -- or pranning -- plan -- prior to signing
6 the letter of engagement between my company and
7 PowerStream, that Collus was moving in a direction
8 that would not be consistent with their current
9 operating model.

10 MS. KATE MCGRANN: What was the basis
11 for that opinion?

12 MR. PAUL BONWICK: Again, I was privy
13 to a letter Mr. Houghton had sent to me. I was privy
14 to a direction that the mayor had provided at -- after
15 the election to department heads and Collus, and, I
16 believe, the water utility, as well, as well as fire
17 department, police department, without going into all
18 the departments.

19 And so, I think I had a reasonable
20 understanding that something was going to take place.
21 The bit of information -- or the information that I
22 had garnered to that point, there seemed to be a
23 strong leaning within the industry more towards a
24 merger or an acquisition.

25 In my research -- or in my discussions

1 with those that were involved in the industry or those
2 that -- at the government level that were overtop of
3 the industry, I hadn't been made aware of -- of an RFP
4 sort of concept, I don't believe, to that point -- or
5 leading up to this, anyways.

6 I think, in my mind, I was sort of, in
7 the early days, thinking that it would -- it would
8 likely be a sale.

9 MS. KATE MCGRANN: Turning to
10 paragraph 19 of summary document 1-3 that's in front
11 of you now. This describes a meeting on July 15th,
12 2011, between yourself, Mr. Bonwick, and Mr. Fagen, of
13 PowerStream. Do you remember attending this meeting?

14 MR. PAUL BONWICK: I don't recall the
15 meeting, so I'll say I don't recall attending a
16 meeting on July the 15th, per se. I recall -- I'm not
17 sure if Mr. Houghton attended or not. I certainly
18 recall meeting with Mr. Fagen, I do.

19 This John Sherin, I -- I believe he --
20 I believe he's a PowerStream guy. I think he's a
21 technical person for them, but I -- I could be
22 mistaken on that. But I -- I -- there was a meeting,
23 I'm just not sure if Houghton attended or participated
24 via conference call, but I do recall that there was
25 discussion -- or we'll refer to it as a meeting of

1 some type.

2 MS. KATE MCGRANN: Do you remember
3 what the outcome of that conversation was?

4 MR. PAUL BONWICK: I do recall Mr.
5 Fagen asking about their -- I think he had similar --
6 wanted to address similar issues that I had specific
7 to what is their capacity, what are their quality
8 control measures.

9 When I say, "Their capacity," how much
10 can they manufacture, what are their delivery
11 schedules, what are their control measures in terms of
12 quality. And so, I do recall Mr. Fagen asking about
13 the opportunity to visit where the product is actually
14 being manufactured.

15 MS. KATE MCGRANN: You say that he had
16 questions similar to questions that you had had at
17 this point in time. You've had several conversations
18 with Mr. Budd. You've made at least one (1) business
19 proposal to him envisioning that you would have a
20 share in the company.

21 Had you had those questions answered in
22 the course of the conversations you had about you
23 potentially be -- becoming involved?

24 MR. PAUL BONWICK: No.

25 MS. KATE MCGRANN: Could we turn to --

1 MR. PAUL BONWICK: You're -- sorry,
2 are you asking did I have those discussions in this
3 meeting?

4 MS. KATE MCGRANN: No. I'm saying had
5 you already those discussions in the course of the
6 exploratory conversations you'd had with Mr. Budd in
7 the period between when you were first introduced to
8 him up until this point in time?

9 MR. PAUL BONWICK: No, I don't believe
10 we had landed on -- on a specific agreement by that
11 time. I don't think so.

12 MS. KATE MCGRANN: Did you ask
13 questions about where the manufacturing took place,
14 what their capacity was and things like that?

15 MR. PAUL BONWICK: Absolutely.

16 MS. KATE MCGRANN: You had already
17 asked those questions and gotten them --

18 MR. PAUL BONWICK: Ye -- yes.

19 MS. KATE MCGRANN: -- answered by this
20 point in time?

21 MR. PAUL BONWICK: Sorry, yes.

22 MS. KATE MCGRANN: Once again, I know
23 it's difficult, but I need you to let me finish before
24 you start talking and I will endeavour to do the same
25 for you.

1 In the documents, it appears that, from
2 the PowerStream side, with respect to the solar attic
3 pilot project, you're involved. You're interfacing
4 with Mr. Fagen. He's involved in them. He's
5 interfacing with others at PowerStream to bring the
6 resources necessary to bear on the project.

7 Is that a fair summary of what the work
8 looked like on the PowerStream side of this project?

9 MR. PAUL BONWICK: Right. The
10 resources that were brought to bear. And not
11 discounting PowerStream's participation in the
12 program, I don't know that there was significant
13 resources brought to bear by PowerStream.

14 They participated in some of the
15 limited brand marketing. I think it was more through
16 -- through one (1) or two (2) billboards. They had
17 back office support in terms of, I believe it was a
18 call centre for their customer base. But I don't know
19 how much more resources they brought to bear than
20 that.

21 MS. KATE MCGRANN: Did they provide
22 any resources to assist in applications for approval
23 for the project, for example?

24 MR. PAUL BONWICK: I wasn't involved
25 in the construction of documents that would have went

1 to the OPA or the OEB or the -- how they applied to
2 that. I -- I still don't understand it entirely.

3 MS. KATE MCGRANN: PowerStream was
4 involved in that work though, yes?

5 MR. PAUL BONWICK: I -- I don't know
6 that. I think they had a technical guy involved. I
7 believe -- and I could be mistaken -- but I believe
8 that that process was run -- and I've seen the chap's
9 name here in the records -- I think the bulk of that
10 work was done through Collus, but it could have been
11 done in conjunction with PowerStream as well.

12 MS. KATE MCGRANN: What was your role
13 in the solar attic vent pilot project that Collus and
14 PowerStream were engaged in?

15 MR. PAUL BONWICK: It -- going back to
16 my earlier testimony, I felt that --

17 MS. KATE MCGRANN: Sorry. I don't
18 need you to repeat things that you've already told me.
19 I'm trying to understand what you did on the solar
20 attic pilot project that Collus and PowerStream
21 brought to market.

22 MR. PAUL BONWICK: And I was trying to
23 provide some context so that you'd understand what I
24 was doing.

25 MS. KATE MCGRANN: Please go ahead.

1 MR. PAUL BONWICK: Thanks. So going
2 back to my earlier comments and expanding on them, it
3 was my opinion when I met with -- with Mr. Budd that
4 they didn't understand or they weren't effectively
5 marketing the product in terms of creating consumer
6 uptake.

7 And so I think that was sort of one of
8 the value-added propositions that my company was going
9 to bring to the table. What we did was we hired a
10 person to be responsible for the program -- not the
11 program -- through the LDCs, the marketing and sales
12 side of it.

13 We hired -- I believe it was two (2) or
14 three (3) people that -- and I'm going to back up from
15 there. We had some literature designed in terms of
16 8 and a half -- or sorry -- 4 by 6 cards to hand out.
17 We helped do door-to-door marketing. We set up booths
18 at garden centres. We bought some -- we bought some
19 radio advertising.

20 We were trying to raise the profile
21 beyond simply the -- the two (2) LDCs in terms of
22 their ability to market and get out into the general
23 public. And those were costs and responsibilities
24 that I assumed --

25 MS. KATE MCGRANN: Let's talk --

1 MR. PAUL BONWICK: -- or my company
2 assumed.

3 MS. KATE MCGRANN: So from what I've
4 seen in documents, it looks like the door-to-door
5 marketing, the booths, and the radio announcements,
6 those take place in 2012. Is that right?

7 MR. PAUL BONWICK: They were done
8 through the summer. I can't recall the date, but they
9 were done -- they were done during the summer months
10 with the intention of trying to get uptake in the
11 product through the summer. So that would make sense.
12 That would make sense.

13 MS. KATE MCGRANN: 2012, the following
14 year.

15 MR. PAUL BONWICK: Okay.

16 MS. KATE MCGRANN: So let's focus on
17 2011 --

18 MR. PAUL BONWICK: Okay.

19 MS. KATE MCGRANN: -- and the pilot
20 project that Collus and PowerStream were doing. What
21 was your role within PowerStream on that project?

22 MR. PAUL BONWICK: From PowerStream's
23 perspective, I think I gave them advice on where to
24 locate a -- I shouldn't say I gave them advice.
25 Mr. Fagen provided me a map of billboards from a

1 company that they had used in the past. And they
2 sought my input in terms of where would be a
3 reasonable profile or good profile spots. I think I
4 gave them advice on that.

5 And I believe we helped coordinate
6 two (2) events -- one (1) event for sure, possibly
7 two (2) events -- in terms of profiling the -- the
8 solar vent itself.

9 MS. KATE MCGRANN: Were you
10 responsible for interfacing with Collus and ISSI as
11 far as the project went?

12 MR. PAUL BONWICK: No.

13 MS. KATE MCGRANN: Did you interface
14 with Collus and ISSI as far as the project went?

15 MR. PAUL BONWICK: Yes. In terms of
16 the event coordination, most definitely. I would have
17 had discussions with Collus, with ISSI, and with
18 PowerStream as it related to coordinating the actual
19 events when they took place.

20 MS. KATE MCGRANN: Could we look at
21 ALE48834, please.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: This is a memo from

1 you to Mr. Houghton, Mr. Henderson, and Mr. Fagen,
2 dated July 14th, 2011. It's marked as a highly
3 confidential draft. You go on to write:

4 "In conjunction with a clear
5 commitment from Collus and
6 PowerStream to reduce energy
7 consumption, we have created a
8 strategic alliance for the purpose
9 of implementing a solar vent
10 program."

11 And if you scroll down to the second
12 page, you set out a budget. Do you remember drafting
13 this memo?

14 MR. PAUL BONWICK: I do now.

15 MS. KATE MCGRANN: And this isn't the
16 only memo about the project that we've seen from you
17 in the documents. Is it fair to say that you were
18 involved in communicating with PowerStream about the
19 project putting forward memos and proposals like this?

20 MR. PAUL BONWICK: Can you scroll down
21 and let me read it for a moment, please?

22 MS. KATE MCGRANN: Start at the top.

23 MR. PAUL BONWICK: I've not seen this
24 in several years. Thank you.

25 MR. FREDERICK CHENOWETH: Can we take

1 it up so we can see some dates if there is any?

2 THE HONOURABLE FRANK MARROCCO: Well,
3 let Mr. -- yes -- but let Mr. Bonwick read it. It's
4 kind of distracting if it's moving and reading. But
5 you've got the date now anyway.

6

7 (BRIEF PAUSE)

8

9 MR. PAUL BONWICK: Could you go down,
10 please? Thank you. That's good.

11

12 (BRIEF PAUSE)

13

14 MR. PAUL BONWICK: Okay. Yes. Down.
15 Yes, down. Sorry. Yes. Okay. Thank you.

16

17 CONTINUED BY MS. KATE MCGRANN:

18 MS. KATE MCGRANN: So I understand
19 that you didn't remember that you authored this memo?

20 MR. PAUL BONWICK: That's the first
21 time I've read it in a few years.

22 MS. KATE MCGRANN: It may be that we
23 can just approach it this way. Is it fair to say that
24 you don't have a clear recollection of exactly what
25 you did for PowerStream on this, but where the

1 documents show that you were involved, we can rely on
2 the fact that you did what the documents said you did?

3 MR. PAUL BONWICK: That's a fair
4 statement.

5 MS. KATE MCGRANN: Can we turn to
6 CJI7644, please.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: So this is a ISSI
11 statement, dated September 12th, 2011, and it's
12 addressed to you at Compenso Communications Inc. If
13 we could scroll down.

14 It sets out a number of itemized items,
15 and then at the bottom, it says "gross profit for
16 disbursement 88,500." To the left, there's an
17 indication that 35 percent Nature's Power, 35 percent
18 Compenso Communications, 30 percent Budd Energy Inc.

19 Come back over to the right. It sets
20 out Compenso Communications 35 percent at \$30,975,
21 HST of \$4,026. Total disbursement to Compenso
22 \$35,001.75.

23 Had you reached an agreement or an
24 arrangement with ISSI, or Nature's Power, Mr. Budd,
25 and the inventor with respect to share and profits for

1 the solar attic alliance?

2 MR. PAUL BONWICK: To this point, yes.

3 MS. KATE MCGRANN: When did you reach
4 that agreement?

5 MR. PAUL BONWICK: I don't recall the
6 specific date.

7 MS. KATE MCGRANN: Can you give us a
8 general sense of when the agreement was reached?

9 MR. PAUL BONWICK: Can you go back up,
10 please?

11

12 (BRIEF PAUSE)

13

14 MR. PAUL BONWICK: On or before
15 September the 12th.

16 MS. KATE MCGRANN: And sometime
17 presumably after the date of the May memo, we saw you
18 proposing the -- the share split, right?

19 MR. PAUL BONWICK: Absolutely, yes.

20 MS. KATE MCGRANN: What was the
21 substance of the agreement that you reached?

22 MR. PAUL BONWICK: Go back down. For
23 the initial -- with regards to the original initial
24 level of engagement, Compensco would receive
25 35 percent.

1 MS. KATE MCGRANN: As I look at this
2 invoice, the source of the proceeds are solar roof
3 vents purchased jointly by Collus and PowerStream for
4 a pilot project. Do you see that?

5 MR. PAUL BONWICK: Yes.

6 MS. KATE MCGRANN: Is that your
7 understanding of what you were being paid for?

8 MR. PAUL BONWICK: Yes.

9 MS. KATE MCGRANN: At this point in
10 time, had you personally invested any money in the
11 pilot project?

12 MR. PAUL BONWICK: No.

13 MS. KATE MCGRANN: Did you disclose --

14 MR. PAUL BONWICK: Sorry. Just to
15 back up a little bit, when you ask had I invested any
16 money in the project, are you talking about actual
17 cash into the company, or are you talking about
18 in-kind and back office support?

19 MS. KATE MCGRANN: Cash into the
20 company.

21 MR. PAUL BONWICK: No cash into the
22 company.

23 MS. KATE MCGRANN: My understanding is
24 that the work that you did on the pilot project for
25 Collus and PowerStream was done within the context of

1 your work with PowerStream. Is that correct?

2 MR. PAUL BONWICK: No.

3 MS. KATE MCGRANN: Did you disclose
4 the agreement that you had entered into at this point
5 in time to PowerStream?

6 MR. PAUL BONWICK: No.

7 MS. KATE MCGRANN: Why not?

8 MR. PAUL BONWICK: I viewed it as a
9 separate activity. This was, in my mind at the time,
10 continued to be a relatively small step in terms of a
11 much larger business model.

12 I did not have, as part of my
13 engagement with PowerStream, a declaration required
14 for other business interests, nor did I have any
15 responsibility to advise them on -- set aside deals if
16 you go through the letter of engagement, the
17 engagement agreement that I have with PowerStream,
18 there's no reference to -- to declarations specific to
19 other areas that I would be involved with.

20 MS. KATE MCGRANN: So I think you're
21 telling me that you didn't think that your contract
22 with PowerStream required you to disclose this
23 activity to them?

24 MR. PAUL BONWICK: Correct.

25 MS. KATE MCGRANN: Did you have any

1 concern that if you disclosed it, it may alter their
2 interest in participating in the project?

3 MR. PAUL BONWICK: Never entered my
4 mind at the time.

5 MS. KATE MCGRANN: Can we look at
6 TOC60031, please? If we could scroll down a little
7 bit, this is an email from Peter Budd with a copy to
8 yourself, Mr. Houghton and Mr. Bushey. He writes:

9 "I met with our two LDC marketer
10 partners last week. They would like
11 to try their hands at adjusting the
12 spreadsheet to reflect their sales
13 projections to the company. Will
14 you allow them to do that as I saw
15 the sheet was a PDF. Thanks."

16 First of all, do you remember receiving
17 this email?

18 MR. PAUL BONWICK: No.

19 MS. KATE MCGRANN: Is it your
20 understanding that his reference to the two LDC
21 marketer partners would be yourself and Mr. Houghton?

22 MR. PAUL BONWICK: No.

23 MS. KATE MCGRANN: Who do you think
24 he's referring to?

25 MR. PAUL BONWICK: I have no idea.

1 MS. KATE MCGRANN: Do you remember
2 meeting with Mr. Budd and Mr. Houghton in or around
3 the middle of September 2011?

4 MR. PAUL BONWICK: No.

5 MS. KATE MCGRANN: Do you remember
6 having a meeting with Mr. Budd and Mr. Houghton at all
7 in September of 2011?

8 MR. PAUL BONWICK: No. Just -- sorry,
9 I apologize, I'm listening to you and I'm trying to
10 read this as well.

11 MS. KATE MCGRANN: Please, take your
12 time and read it and then we can do the questions.

13 MR. PAUL BONWICK: No, if I can give
14 you accurate answers, I just -- I apologize for just
15 trying to do both at the same time. Not my --

16 As I read this, I have to assume that
17 he's talking about outside LDC marketers. I've put
18 together information, I've brought to his attention or
19 challenged him on the fact that I don't know that they
20 have the in-house capacity to properly market the
21 property or the -- the property -- the product.

22 And he's looking to get information
23 that I've provided, it appears, to share with somebody
24 else. That's sort of what I take out of that, but.

25 MS. KATE MCGRANN: I understand you're

1 giving me your interpretation of this email in real
2 time, sitting here today?

3 MR. PAUL BONWICK: Right.

4 MS. KATE MCGRANN: So let's leave that
5 exercise.

6 To your knowledge in September of 2011,
7 was Mr. Budd speaking with any other LDCs, other than
8 Collus and PowerStream?

9 MR. PAUL BONWICK: I don't have
10 specific knowledge, but it -- I believe he was, but I
11 don't have specific knowledge.

12 MS. KATE MCGRANN: What is the basis
13 for that belief?

14 MR. PAUL BONWICK: I think I've
15 answered the question already. I -- something is
16 through the court documents appeared to suggest that
17 he was meeting with or he had met with I think it's
18 Veridian, Angemeer, I believe there was either
19 something in the court documents or something in the
20 back of my mind that says he was -- he had met with
21 Hydro One.

22 I seem to remember something about the
23 Niagara Power Company or one of the utilities down
24 there as well.

25 MS. KATE MCGRANN: So you're talking

1 about documents that you've seen at this time. I'd
2 like to know about what you knew at the time, in
3 September 2011 --

4 MR. PAUL BONWICK: I don't --

5 MS. KATE MCGRANN: In September 2011,
6 to your knowledge, was Mr. Budd speaking to any LDCs
7 other than Collus or PowerStream?

8 MR. PAUL BONWICK: I believe so.

9 MS. KATE MCGRANN: What is the basis
10 for -- what was the basis for that belief at that
11 time?

12 MR. PAUL BONWICK: Okay. The court
13 documents have refreshed my memory. I do recall Mr.
14 Budd saying something or reading an email about
15 something as it related to this Mr. Angemeer, if I'm
16 pronouncing it properly.

17 I recall Peter saying some -- Mr. Budd
18 saying something about one of the utilities down in
19 the Niagara Peninsula area and I recall him either
20 speaking to me or emailing me that he had done
21 something with Hydro One.

22 MS. KATE MCGRANN: Anything else?

23 MR. PAUL BONWICK: No.

24 MS. KATE MCGRANN: Could we turn to
25 paragraph 48 of summary document 1-3, please?

1 This paragraph describes that on
2 October 3rd, 2011, \$35,002 was deposited to Compenso's
3 bank account.

4 I take it that that's the amount that
5 relates to the invoice that we just looked at?

6 MR. PAUL BONWICK: Fair assumption.

7 MS. KATE MCGRANN: Is it correct?

8 MR. BRIAN BENTZ: Without -- it
9 appears to be, I don't have the invoice in front of me
10 any longer, but it appears to be correct.

11 MS. KATE MCGRANN: Would it assist you
12 if you looked at the invoice again?

13 MR. PAUL BONWICK: I'll take your word
14 for it, if it's identical. If it's not then bring it
15 up.

16 MS. KATE MCGRANN: Did you receive any
17 other payments from ISSI in October of 2011?

18 MR. PAUL BONWICK: I don't recall. I
19 don't think so. You have a copy of the bank
20 statements we provided, so.

21 MS. KATE MCGRANN: Do you remember
22 receiving any other payments from ISSI in October of
23 2011?

24 MR. PAUL BONWICK: No, I don't recall,
25 but I'll go back to the fact that we provided you all

1 of our financial records and bank statements, so I --I
2 don't think so.

3 MS. KATE MCGRANN: Did you disclose
4 this payment to PowerStream?

5 MR. PAUL BONWICK: No.

6 MS. KATE MCGRANN: Did you disclose
7 your involvement in ISSI to your sister?

8 MR. PAUL BONWICK: No.

9 MS. KATE MCGRANN: Did you consider at
10 any time that your involvement and work for ISSI may
11 put your sister in a conflict with respect to her
12 position as a director of Collus Power?

13 MR. PAUL BONWICK: No.

14 MS. KATE MCGRANN: Could we look at
15 paragraph 677 of the Foundation Document? I'm using
16 this as a landmark to get to table 7.7, which is just
17 below it.

18 This table sets out payments from
19 Compenso to Shirley Houghton. We just looked at a
20 payment of just over \$35,000 coming into the Compenso
21 bank account on October 3rd. On October 6th you make
22 a payment to Shirley Houghton of \$19,350.

23 What was that payment for?

24 MR. PAUL BONWICK: Partly for rent of
25 a -- a home down in Florida. Partly for fees attached

1 to work that Ms. Houghton was doing for me.

2 MS. KATE MCGRANN: Can you tell us how
3 much was for the rent and how much was for the fees?

4 MR. PAUL BONWICK: I'm trying to do
5 the math in my mind.

6 I think it was approximately \$18,000
7 for rent and I'm going to say \$1,350 for fees.

8 MS. KATE MCGRANN: When did you
9 negotiate the rental -- sorry, what's the rent for?

10 MR. PAUL BONWICK: A house in Florida.

11 MS. KATE MCGRANN: When did you
12 negotiate the rental of the house in Florida with Ms.
13 Houghton?

14 MR. PAUL BONWICK: On October 6th.

15 MS. KATE MCGRANN: Tell me what that
16 conversation looked like.

17 MR. PAUL BONWICK: It wasn't really a
18 negotiation. It -- Ms. Houghton had come in with an
19 outstanding invoice or a new invoice. I had asked her
20 about if their place was available, I was aware that
21 they had rented it in the past.

22 I asked her if they were continuing to
23 rent it. She said yes. I asked her how much, she
24 identified the months it was available. She told me
25 how much, I said I would take it, I asked her how to

1 pay for it, she said when she rents she typically gets
2 the money upfront.

3 I put on the cheque "Florida house
4 office" and wrote her a cheque for that amount.

5 MS. KATE MCGRANN: And did that entire
6 conversation, starting with you inquiring into whether
7 their house was available through to the writing of
8 the cheque all take place in -- on October 6th?

9 MR. PAUL BONWICK: Correct.

10 MS. KATE MCGRANN: What was your
11 relationship like with Ms. Houghton at this point in
12 time?

13 MR. PAUL BONWICK: I'd known Ms.
14 Houghton for a number of years, typi -- mostly through
15 her husband. We had been to some social outings
16 together. I think my wife and I had been to their
17 house once, maybe twice. I can't recall the exact
18 number of times, sorry.

19 But we have similar friends. They've
20 been to my house for the annual Elvis thing that I
21 run, get promotion about of that. Beyond that, not a
22 lot of interaction.

23 I was aware of the fact that Ms.
24 Houghton had worked for the Catholic School Board for
25 a number of years in an administrative role. I was

1 aware of the fact that Ms. Houghton had worked for LOF
2 for quite a number of years in an administrative role.
3 Beyond that, that would be the extent of the
4 relationship.

5 MS. KATE MCGRANN: Why did you
6 approach Ms. Houghton about this rental and not Mr.
7 Houghton?

8 MR. PAUL BONWICK: When she was
9 sitting there, I asked her their place was for rent.
10 It was top of mind for me that particular day when she
11 was sitting there, and so I asked her.

12 MS. KATE MCGRANN: Did you own a
13 property of your own in Florida at this point in time?

14 MR. PAUL BONWICK: No.

15 MS. KATE MCGRANN: How many months did
16 you rent the property for?

17 MR. PAUL BONWICK: Four (4).

18 MS. KATE MCGRANN: How often did you
19 get down there?

20 MR. PAUL BONWICK: Very seldom. I
21 believe I was there in the fall. I've tried to go
22 back through and determine, but I believe I was there
23 in the fall a couple of times.

24 Understand, at the time, to give you
25 some context, I was involved with a company out of

1 Miami that we were representing or doing work for. I
2 was involved in a housing -- or we were trying to get
3 a housing development off the ground for affordable
4 housing. It was a product that had been designed in
5 the US.

6 A mutual friend of mine -- or a friend
7 of mine from south Florida was trying to promote the
8 product up here and down in the Fort Myers area. We
9 instituted a company, or I incorporated a company,
10 Canada Global Housing Solutions.

11 So, that gives you some context in
12 terms of why I wanted the property.

13 MS. KATE MCGRANN: Ms. Houghton told
14 you that she typically required full payment of the
15 rental fees upfront?

16 MR. PAUL BONWICK: Correct.

17 MS. KATE MCGRANN: Could we turn to
18 paragraph 126 of the Foundation Document, please? I'm
19 going to take you back a bit, but I'll just do this
20 while we're talking about Ms. Houghton.

21 On January 19th, so this is the day
22 that you're -- that you had shared your draft proposal
23 to PowerStream with Mr. Houghton, you also send a copy
24 to Ms. Houghton and you asked her to pre -- please
25 print and comment.

1 Had you asked Ms. Houghton to do this
2 kind of work for you before this?

3 MR. PAUL BONWICK: I believe we had
4 had a discussion at one (1) of the social gatherings
5 we were at, just casual conversation in terms of what
6 she was doing, what she was up to.

7 She, I believe, at that point in time,
8 was no longer employed with the Catholic School Board.
9 We talked about some of the stuff she was doing. And
10 I'm not -- I think I asked about if she was interested
11 in doing some support administrative work for my
12 office on a part-time basis.

13 MS. KATE MCGRANN: Had you asked Ms.
14 Houghton to do any work like this before you -- before
15 you sent her the Compenso proposal?

16 MR. PAUL BONWICK: No.

17 MS. KATE MCGRANN: The conversation
18 that you described to us, when did that conversation
19 take place?

20 MR. PAUL BONWICK: I don't recall the
21 date.

22 MS. KATE MCGRANN: Do you recall if it
23 took place before or after you sent her a copy --

24 MR. PAUL BONWICK: Before.

25 MS. KATE MCGRANN: -- of this

1 proposal?

2 MR. PAUL BONWICK: Sorry to speak over
3 you.

4 MS. KATE MCGRANN: Do you remember if
5 she expressed an interest in doing the kind of work
6 that you suggested to her?

7 MR. PAUL BONWICK: She stated she
8 might be interested in that, yes.

9 MS. KATE MCGRANN: Did you have any
10 other conversations with her about the possibility of
11 her doing work for you before you sent her this email?

12 MR. PAUL BONWICK: Yes.

13 MS. KATE MCGRANN: Tell us about those
14 conversations.

15 MR. PAUL BONWICK: I'm sorry, I
16 thought I just did.

17 MS. KATE MCGRANN: Other than that
18 conversation.

19 MR. PAUL BONWICK: No.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: Could we look at
24 TOC65379, please?

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Scroll down so we
4 can see the email from Mr. Budd dated November 3rd,
5 2011. So, this is an email from Mr. Budd to yourself
6 and Mr. Houghton. The subject line is, "ISSI
7 Marketing Corp." I'll give you a second to read the
8 email.

9 MR. PAUL BONWICK: Okay.

10 MS. KATE MCGRANN: And you can let me
11 know when you're done.

12

13 (BRIEF PAUSE)

14

15 MR. PAUL BONWICK: Down, please.

16

17 (BRIEF PAUSE)

18

19 MR. PAUL BONWICK: Okay. Sorry, one
20 (1) last paragraph there.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: Okay.

25 MS. KATE MCGRANN: Can we scroll back

1 up to the top, please? So, understand that, at this
2 point in time, it's November 3rd, 2011. You've had
3 discussions with Mr. Houghton in which you suggest to
4 him that perhaps he should become involved in this --
5 in this product or a product like this after he
6 retired from Collus. Is that fair?

7 MR. PAUL BONWICK: My position with Ed
8 was based on what I felt was the market opportunity,
9 that he should strongly consider making a move. Mr.
10 Houghton had shared with me in the past that he was at
11 a position or at a time in his career where he was
12 either close or maxed out on his pension.

13 He also shared with me on various
14 occasions frustration, stress in terms of being there
15 that long, and so, absolutely.

16 MS. KATE MCGRANN: Up until this point
17 in time, so November 3rd, 2011, had Mr. Houghton
18 expressed to you that he didn't want to be involved in
19 conversations about share ownership in the company,
20 potential future share ownership in the company, that
21 he didn't part of any of that?

22 MR. PAUL BONWICK: Mr. Houghton had
23 indicated very clearly that, at this stage in his
24 life, he was not going to be involved. The email
25 speaks briefly to this.

1 But in one (1) of the discussions we
2 had, based on the size of their operations, there was
3 going to be a need for a fairly strong capital
4 infusion in order to get them off the ground. Again,
5 he was sort of saying I'm not going to be part of that
6 process.

7 I -- and I believe Mr. Budd felt that,
8 if Mr. Houghton was prepared to make a transition out,
9 he would make an incredible, for lack of a better
10 description, CEO to run an organization like this --

11 MS. KATE MCGRANN: And --

12 MR. PAUL BONWICK: -- or a company
13 like this.

14 MS. KATE MCGRANN: -- had Mr. Houghton
15 expressed to you that he didn't want to be included in
16 conversations about what was happening with the
17 company and what was going to happen with the company
18 going forward beyond what Collus was doing with the
19 company?

20 MR. PAUL BONWICK: To some extent,
21 yes.

22 MS. KATE MCGRANN: Tell me about that.
23 What do you remember him saying?

24 MR. PAUL BONWICK: When he would get
25 emails either -- specifically, when he would get

1 emails from me where I would try to be demonstrating -
2 - where I was trying to demonstrate him what this
3 thing could become, how exciting it could be, the
4 potentials that are involved, he would -- he would
5 give me a call and have the conversation that I've
6 already told you I can't be involved at this stage of
7 the game.

8 MS. KATE MCGRANN: Why did you
9 continue to send him the emails?

10 MR. PAUL BONWICK: Because I wanted
11 him as part of the organization. I felt that the
12 competencies required to run what I thought -- what I
13 firmly believed was going to become a very, very
14 significant enterprise, I felt that Mr. Houghton had
15 the skill sets to be able to run that.

16 I did not feel that I did. And I
17 didn't feel that Mr. Budd and Mr. Bushey were
18 necessarily going to be part of the long-term plan.

19 MS. KATE MCGRANN: Did he get
20 increasingly angry as you continued to copy him on
21 these emails?

22 MR. PAUL BONWICK: I wouldn't say that
23 Mr. Houghton got angry. I don't know that he does
24 that very often. I would say that he was consistent
25 in his answer, and I was consistent in my approach.

1 MS. KATE MCGRANN: ISSI Marketing
2 Corp., what is that?

3 MR. PAUL BONWICK: I don't -- I
4 believe it's International Solar -- International
5 Solar Solutions Inc.

6 MS. KATE MCGRANN: Do you remember
7 discussing the concept of an ISSI Marketing Corp. with
8 Mr. Houghton and Mr. Budd?

9 MR. PAUL BONWICK: No.

10 MS. KATE MCGRANN: Do you remember
11 receiving this email?

12 MR. PAUL BONWICK: No.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: If we look about --
17 one, two, three, four, five -- six (6) paragraphs
18 down, the paragraph that starts with:

19 "Then, with Paul and Ed with the
20 inaugural LDC deal in sight, we
21 established an amended sharing
22 arrangement -- 35/35/30 -- for
23 TB/EH-PB/PB."

24 Do you see that?

25 MR. PAUL BONWICK: Yes.

1 MS. KATE MCGRANN: Do you know what
2 amended sharing arrangement is being referred to
3 there?

4 MR. PAUL BONWICK: No.

5 MS. KATE MCGRANN: What was the
6 sharing arrangement that resulted in you being paid
7 just over thirty-five thousand (\$35,000) at the
8 beginning of October 2011?

9 MR. PAUL BONWICK: To -- and I get too
10 hung up on this part, but people constantly refer to
11 the gross amount of a cheque, and it's relevant, I
12 think, for the point of discussion. I think it was
13 \$31,000. There's HST that obviously gets submitted,
14 and it -- I don't mean to put too fine of a point on
15 it, but people generalize when they talk about
16 cheques, and it was in that amount.

17 That being said, it would have -- or it
18 was an agreement between myself and Mr. Budd in terms
19 of the percentage that I received -- or my company
20 received in fairness.

21 MS. KATE MCGRANN: Was that agreement
22 ever reduced to paper?

23 MR. PAUL BONWICK: I don't believe so.
24 It might have --

25 MS. KATE MCGRANN: Do you have any

1 idea why Mr. Budd is writing about it in this way
2 where he's got it split 35/35/30 TB/EH-PB/PB there?

3 MR. PAUL BONWICK: I think -- I know
4 in my conversations with Mr. Budd, I continually spoke
5 about the size and scale that this product had the
6 ability to produce as it related to a private company.

7 I continued to speak about the fact
8 that while it's nice having the LDCs participating,
9 they represent, what I considered to be, a very small
10 part -- part of what the potential business model was.
11 And I was very consistent in my comments with Mr. Budd
12 that I would like to have Mr. Houghton as a partner.

13 MS. KATE MCGRANN: To your knowledge,
14 did Mr. Houghton ever express the same reservations to
15 Mr. Budd that he had expressed to you about being
16 involved in the company?

17 MR. PAUL BONWICK: I was not part of
18 those conversations.

19 MS. KATE MCGRANN: Were you aware that
20 they had happened?

21 MR. PAUL BONWICK: I would say yes in
22 that several calls -- and it was -- it was more than
23 three (3) or (4) because I was trying to be persistent
24 in terms of getting him to transition. I'm confident
25 that Mr. Houghton has -- had communicated to me that

1 he's told the both of us that he's not in a position
2 to do what we want him to do or, more specifically,
3 what I want him to do.

4 I don't know that he ever had
5 intentions at any time to be a partner with Mr. Budd.
6 I don't know that he ever had intentions to be a
7 partner with me. But I'm -- I was certainly, I think,
8 much more aggressive than Mr. Budd in terms of -- or
9 tenacious in terms of trying to convince Ed that a
10 transition at that time in his life -- at that time in
11 his life made a lot of sense.

12 MS. KATE MCGRANN: And one more
13 question about those conversations before we turn back
14 to this email. I understand you're saying to Ed, you
15 know, look at this opportunity. Retire now and -- and
16 get involved. Yes?

17 MR. PAUL BONWICK: Yeah. Mr. Houghton
18 has a reasonable pension or would have a reasonable
19 pension. He's -- in my opinion and who am I to speak
20 about it -- but I thought that he was stable
21 financially if he retired, and this presented an
22 opportunity for a whole new world for him in terms of
23 challenges, opportunities, and rewards.

24 MS. KATE MCGRANN: And was
25 Mr. Houghton saying back to you, I'll never get

1 involved, or simply, I'm not going to retire right
2 now?

3 MR. PAUL BONWICK: I think the
4 discussion was I'm not getting involved at this -- at
5 this stage, that I'm not retiring right now. I don't
6 have plans in the -- in the near future to retire. I
7 don't know that in our conversations he ever said
8 never. I think it was more about me continually
9 trying to provide him information to show how this
10 thing could work to get him to reconsider his
11 position.

12 MS. KATE MCGRANN: My last question
13 about this email is in relation to the second last
14 paragraph. So if we could scroll to the bottom,
15 please.

16 Here he writes:

17 "Perhaps once you have this model
18 conceptualized on paper --"

19 He's referring to an IMC model:

20 "-- we could meet again with Howard
21 to live model this concept during
22 the week of November 14th."

23 Had you previously met with
24 Howard Lerner in respect of anything to do with the
25 solar vents?

1 MR. PAUL BONWICK: No. And I'm
2 reading -- I'm reading this email or letter. Other
3 than the reference from a couple of days ago, I have
4 no idea who Howard Lerner is.

5 MS. KATE MCGRANN: Do you recall
6 meeting with any accountants or someone who helped you
7 model out --

8 MR. PAUL BONWICK: No.

9 MS. KATE MCGRANN: -- or discuss
10 financial concepts for the solar attic vents?

11 MR. PAUL BONWICK: No. We internally
12 have Excel and do our own modelling on any particular
13 matter.

14 MS. KATE MCGRANN: Could we turn to
15 Foundation Document 545, please.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: This paragraph
20 describes an email, dated January 1st, 2012, from
21 Mr. Budd to yourself and Mr. Houghton at his gmail
22 address regarding the structural issues surrounding
23 ISSI and the marketing successes and general company
24 plans for 2012.

25 He sets out a number of bullet points

1 in the email. The first one is:

2 "There will be a separate marketing
3 company established, funded, and
4 owned presumably and exclusively by
5 Ed and Paul."

6 Had you had any discussions with
7 Mr. Houghton and/or Mr. Budd about establishing a
8 separate marketing company that would be owned by
9 yourself and Mr. Houghton?

10 MR. PAUL BONWICK: A separate
11 marketing company, yes. Again, being consistent, my
12 hope was that Ed would make a -- or Mr. Houghton would
13 make a transition. At this point in time or in and
14 around this point in time, I was starting to get a
15 fairly strong sense that the relationship -- future
16 relationship would be challenged.

17 And again, I'm not judging Mr. Budd or
18 Mr. Bushey in fairness in them. It was their product.
19 They brought it to the table. Mr. Bushey invented it.
20 He deserved all the accolades for that.

21 I had a much grander vision or plan for
22 the product, which would have required significant
23 capital injection prior to being able to meet those
24 sales. And so I think we were sort of diverging at
25 that point in time when you start talking about

1 separate marketing corporations and things of that
2 regard.

3 MS. KATE MCGRANN: Could we look at
4 CJI11185, please.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: And if we could
9 scroll to the bottom of this email chain, please.

10 So the bottom is the email that we just
11 looked at a summary of. If we could scroll up from
12 there.

13 MR. PAUL BONWICK: Do you want me to
14 read that or no? Sorry. Or is it just what I read
15 just a minute ago?

16 MS. KATE MCGRANN: It's what we just
17 finished discussing.

18 MR. PAUL BONWICK: Oh, sorry. Thank
19 you.

20 MS. KATE MCGRANN: You write back to
21 Mr. Budd and Mr. Houghton and Mr. Bushey saying:

22 "I very much look forward to sitting
23 down with everyone to cement
24 relationship that will produce
25 significant wealth for all involved.

1 I did speak with Ed last night and
2 confirmed the meeting for Sunday."

3 Do you know what conversation you're
4 referring to there?

5 MR. PAUL BONWICK: Not -- not
6 specifically. Again, we were -- Ed was still involved
7 from the LDC side in terms of what he was trying to
8 accomplish in broadening the LDC sector. But beyond
9 that, no.

10 MS. KATE MCGRANN: Do you remember
11 speaking to him about planning a meeting in response
12 to Mr. Budd's email?

13 MR. PAUL BONWICK: No.

14 MS. KATE MCGRANN: Scroll up a little
15 bit further. Mr. Budd asks that you select a place.
16 You respond:

17 "Ed and I would propose that we meet
18 at Ed's house for 2 PM."

19 Do you remember speaking with
20 Mr. Houghton about arranging a meeting at his house in
21 respect of that email?

22 MR. PAUL BONWICK: Well, I don't
23 recall speaking to him about it. Going back, it's
24 evident that I did or I wouldn't have put it in that
25 email.

1 MS. KATE MCGRANN: Do you remember
2 whether the meeting discussed in this email chain took
3 place?

4 MR. PAUL BONWICK: I don't believe so.

5 MS. KATE MCGRANN: You don't believe
6 so?

7 MR. PAUL BONWICK: I don't believe so.

8 MS. KATE MCGRANN: Is it the case that
9 you don't remember whether or not it took place?

10 MR. PAUL BONWICK: Members -- if
11 memory serves me correctly, I think I met Mr. Bushey
12 on only one (1) occasion, and so I went down and I
13 went down and toured their manufacturing site and had
14 dinner with him that night. And so I don't recall
15 meeting with Mr. Bushey beyond that point, and so, no,
16 I do not recall meeting him on January 22nd at 2:00
17 p.m.

18 MS. KATE MCGRANN: You said --

19 MR. PAUL BONWICK: Sorry -- yeah. At
20 2 p.m.

21 MS. KATE MCGRANN: Yeah, that's right.
22 The email that you send proposing that you meet at Ed
23 -- Ed's house on January 2nd (sic) at 2:00 p.m., is
24 sent at 9:30 that morning.

25 Do you remember if anything happened to

1 change the plans you set to meet at 2:00 p.m. that
2 day?

3 MR. PAUL BONWICK: With the advantage
4 of hearing earlier testimony --

5 MS. KATE MCGRANN: I'd prefer to just
6 go with what you remember.

7 MR. PAUL BONWICK: It's hard to
8 differentiate now that I --

9 MS. KATE MCGRANN: I appreciate that.

10 MR. PAUL BONWICK: As the judge said,
11 once it's -- once you hear it, you hear it.

12 The -- the only reason why the meeting
13 wouldn't have taken place evidently would have been
14 that Mr. Houghton would have, for whatever reasons,
15 would have cancelled it, because the meeting was
16 clearly going to be hosted at his house.

17 MS. KATE MCGRANN: Is that answer
18 based on the testimony that you heard from Mr.
19 Houghton earlier this week?

20 MR. PAUL BONWICK: Yes.

21 MS. KATE MCGRANN: Do you have any
22 independent recollection of anything like that
23 happening?

24 MR. PAUL BONWICK: No, but I would go
25 to the point that I'm not sure who else could cancel

1 the meeting other than Mr. Houghton if it's being
2 hosted at his house, so to me that would be a natural
3 flow of thought, or natural conclusion. But to your
4 point, it was based to some degree off the test --
5 earlier testimony.

6 MS. KATE MCGRANN: I understand that
7 you incorporated a company that came to be known as
8 Green Leaf Distribution.

9 Is that right?

10 MR. PAUL BONWICK: Yes.

11 MS. KATE MCGRANN: How is Green Leaf
12 associated with ISSI?

13 MR. PAUL BONWICK: Green Leaf was
14 initially incorporated to market solar attic vent
15 roofs -- solar -- solar attic vent roofs. It was
16 incorporated under a numbered company. We went
17 through an internal exercise to try and identify an
18 appropriate name. We landed on Green Leaf
19 Distribution.

20 We felt that there was an opportunity,
21 based on my knowledge, my understanding of the
22 industry, generally speaking, specific to
23 environmental products, that it would have the
24 capacity not only to handle distribution of solar
25 vents but it could broaden in a fairly significant way

1 to get into other environmental products as well, or
2 environmental services.

3 MS. KATE MCGRANN: Who is the "we"
4 that you refer to?

5 MR. PAUL BONWICK: Me, sorry.

6 MS. KATE MCGRANN: So every time you
7 said "we" there, it was just you?

8 MR. PAUL BONWICK: Me.

9 MS. KATE MCGRANN: Do you remember
10 when Green Leaf began getting involved in the solar
11 attic vent business?

12 MR. PAUL BONWICK: Not a specific
13 date.

14 MS. KATE MCGRANN: Was it in 2012?

15 MR. PAUL BONWICK: Yes. I think we
16 sent you the Articles of Incorporation from the
17 initial registration and then the name change as well
18 as all -- we sent you all the financial records for it
19 as well, I believe, so.

20 MS. KATE MCGRANN: Did Green Leaf
21 continue to be involved with PowerStream's work in
22 solar attic vents, or was Green Leaf ever involved in
23 -- in the work that PowerStream was doing on the solar
24 attic vents?

25 MR. PAUL BONWICK: Green Leaf became

1 active with the product in spring/summer of 2012, I
2 believe. At that point in time we had also started to
3 look at alternative products specific to solar attic
4 roof vents.

5 I think -- I believe that Green Leaf
6 was the entity that hired the people that were
7 responsible for marketing and sales of the -- of the
8 vent itself within the -- taking names for
9 registrations or promoting the product for the LDCs as
10 well as the outdoor markets and going to retailers as
11 well.

12 MS. KATE MCGRANN: Did Green Leaf ever
13 receive payments, either directly or indirectly, from
14 PowerStream in respect to the solar attic vents?

15 MR. PAUL BONWICK: I -- I would have
16 to check.

17 MS. KATE MCGRANN: Possible?

18 MR. PAUL BONWICK: I don't -- I'm
19 almost positive Green Leaf never invoiced PowerStream
20 or Collus for any attic vents, but I'm not positive on
21 that.

22 MS. KATE MCGRANN: So that would have
23 been a direct payment. Did Green Leaf receive any
24 indirect payments from either Collus or PowerStream in
25 respect of work it was doing with solar attic vents?

1 MR. PAUL BONWICK: It's possible that
2 Green Leaf, through its efforts, may have invoiced
3 ISSI.

4 MS. KATE MCGRANN: M-hm.

5 MR. PAUL BONWICK: That's entirely
6 possible, but again I -- you'd have to give me some
7 time and I'd go back and check, or ask you to give me
8 the records and then I'd check to see.

9 MS. KATE MCGRANN: What would you
10 check? If you were going to go back and check, what
11 would you check?

12 MR. PAUL BONWICK: Bank statements, to
13 see if there was any deposits from Green Leaf -- from
14 ISSI.

15 MS. KATE MCGRANN: Anything other than
16 bank statements?

17 MR. PAUL BONWICK: Well, there's no
18 other way to invoice them.

19 MS. KATE MCGRANN: Did you disclose
20 your interest in Green Leaf to either Collus or
21 PowerStream?

22 MR. PAUL BONWICK: No.

23 MS. KATE MCGRANN: Did you disclose it
24 to your sister?

25 MR. PAUL BONWICK: No.

1 MS. KATE MCGRANN: Moving on to
2 another topic, so this might be a good time for a
3 break.

4

5 --- Upon recessing at 11:11 a.m.

6 --- Upon resuming at 11:20 a.m.

7

8 CONTINUED BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: We're going to
10 leave the topic of your involvement in the solar attic
11 vents. Go back in time to January -- or January --
12 June of 2011.

13 I'm going to ask that paragraph 191 of
14 the Foundation Document be shown to you, just to help
15 re-orient us for the next series of questions.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: We looked at this
20 yesterday. On the afternoon of June 1st, 2011, Mr.
21 Glicksman from PowerStream writes to you about an
22 apparent misunderstanding about your disclosure to
23 Mayor Clerk -- to Mayor Cooper and Clerk Almas. He
24 writes:

25 "Thanks for your quick reply and

1 comments on our draft letter. There
2 still seems to be some apparent
3 misunderstand of the disclosures
4 Brian thought you had made to date
5 to him with respect to both the
6 Mayor and the City Clerk."

7 He says:

8 "He was under the impression that
9 you had made disclosure to and
10 received clearance from the City
11 Clerk that under the Municipal Act
12 there was no conflict for you to do
13 work for us leading to or on a
14 potential RFP of Collus and that you
15 had received written confirmation of
16 same from the City Clerk."

17 If we could go to paragraph 192 of the
18 Foundation Document, this paragraph describes that you
19 contact -- contacted Clerk Almas on the morning of
20 June 2nd, 2011, to ask if you can meet with her.

21 Was this request for a meeting in
22 response to the email that you had received from Mr.
23 Glicksman?

24 MR. PAUL BONWICK: Yes. Could we
25 bring back up the email from Mr. Glicksman, please?

1 So, on a couple of points. The use of
2 the word "misunderstanding" was taken out of my
3 response to Mr. Glicksman. Those -- that's not his
4 word. I do not recall Mr. Bentz, nor anybody from
5 PowerStream, asking me to meet with the Clerk for the
6 purposes of disclosure.

7 Just to be perfectly clear, there
8 should be no confusion that -- there's no way for me
9 to be in conflict. The issue of conflict -- regarding
10 clarity of conflict was related to whether or not my
11 sister was in conflict and could we secure
12 clarification on that.

13 Subsequent to me identifying the fact
14 that a meeting had not occurred, and I identified that
15 there was a misunderstanding, that led to me
16 correcting the situation and scheduling a meeting with
17 Ms. Almas.

18 I do not believe there was any
19 confusion, and I can't speak for Mr. Glicksman. This
20 is his email. I do not believe there was any
21 confusion with regards to the disclosure for the
22 Mayor. I believe it was centred around the City
23 Clerk, even though he's incorporated that in his email
24 to me.

25 MS. KATE MCGRANN: At this point in

1 time after you've received the email -- okay, a couple
2 of things, just to make sure that I understood your
3 answer.

4 Are you saying that as of June 1st,
5 2011, you weren't aware that PowerStream required you
6 to make the disclosure that's described here to the
7 Clerk?

8 MR. PAUL BONWICK: That's correct.

9 MS. KATE MCGRANN: Did you have an
10 understanding at this point in time that PowerStream
11 required you to make any disclosure to the Clerk?

12 MR. PAUL BONWICK: My interpretation
13 was to get a confirmation from the Clerk as it related
14 to whether or not a sibling was in conflict as a
15 result of their sibling, an elected official, in
16 conflict as a result of their sibling doing work
17 directly or indirectly with the Municipality. That
18 was my understanding and it was clearly a
19 misunderstanding, as I've stated in the email.

20 MS. KATE MCGRANN: At any point in
21 time before this email, had anyone from PowerStream
22 explained to you that when they wanted you to make
23 disclosure of the potential relationship, they wanted
24 that disclosure -- ex -- disclosure to explicitly
25 include the fact that you would be working on a

1 potential transaction with the Collingwood LDC?

2 MR. PAUL BONWICK: I don't know that
3 we got into that -- that type of detail. I think the
4 general discussion surrounding the disclosure was that
5 I would be working with PowerStream and have
6 responsibilities to PowerStream on a number of
7 different fronts, including public relations,
8 communications, acquisitions and mergers, strategic
9 advice, or advice relating to all those matters and
10 arguably other responsibilities as they're asked of
11 me.

12 MS. KATE MCGRANN: If we could look at
13 ALE159, please.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This is an email
18 from Mr. Glicksman to you dated May 31st, 2011. It's
19 got an attachment, "CCI Bonwick Letter of Agreement,
20 CCI Bonwick Conf Agreement."

21 He says:

22 "Thanks for sending us a soft copy
23 of your proposal. Attached please
24 find for review a copy of draft
25 consulting engagement and

1 confidentiality agreements that
2 we've developed."

3 If we go to the attachment at ALE160 --

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: Go to page 3,
8 please. Scroll down to "Disclosure." This is the
9 disclosure language that I believe ultimately makes it
10 into your retainer. You can see part way through,
11 they are having you represent and warrant that you've
12 disclosed the scope of your services and retainer by
13 PowerStream to the Mayor and the Clerk of the Town of
14 Collingwood.

15 Was it receipt of this draft that
16 caused you to reach out to Mr. Glicksman and identify
17 that there had been an apparent misunderstanding?

18 MR. PAUL BONWICK: Yes, I believe so.

19 MS. KATE MCGRANN: And this is the
20 first time that you -- that you understood that
21 PowerStream was requiring you to disclose this
22 information to the Clerk?

23 MR. PAUL BONWICK: Correct.

24 MS. KATE MCGRANN: So turning to
25 paragraph 192 of the Foundation Document --

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: You reach out to
4 Clerk Almas and you arrange a meeting with her on June
5 2nd, 2011. You agree to meet that day.

6 Do you recall attending that meeting?

7 MR. PAUL BONWICK: Yes.

8 MS. KATE MCGRANN: In the course of
9 that meeting did you disclose to the Clerk that you
10 would be working with PowerStream on a potential
11 transaction involving the Collingwood LDC?

12 MR. PAUL BONWICK: Yes. The -- go
13 back to the email that subsequently -- I subsequently
14 sent out and copied to the Clerk.

15 I believe I clearly articulated the
16 fact that I would be working on public relations,
17 communications, and media, strategic advice related to
18 mergers and acquisitions. At this point in time
19 obviously we didn't know that it was going to be
20 specific to an RFP, but I would go back to the point,
21 there would be no reason to meet with Miss Almas to
22 inform her of, generally speaking, what I might be
23 doing in the region related to -- or related to simple
24 public relations and communications.

25 Clearly, as evident by the email that I

1 sent out, any potential conflict could only -- or any
2 review of any potential conflict could only come into
3 play if in fact you were dealing with Collus in terms
4 of what they might be doing in the coming weeks or
5 months.

6 And so my only regret in this meeting,
7 hindsight being 20/20, and I think maybe Mr. Bentz
8 alluded to it, was that without including fee
9 structures, that an actual copy of the draft at this
10 point, a letter of engagement had of been brought in
11 and provided to her as well.

12 MS. KATE MCGRANN: We're going to go
13 to the emails that you sent and a copy to Ms. Almas in
14 a minute.

15 Right now I just want to focus on what
16 you recall about the discussion that you had with her
17 when you met with her on June 2nd.

18 Do you remember if you told her that
19 your work with PowerStream would involve a potential
20 transaction with the Collingwood LDC?

21 MR. PAUL BONWICK: I don't recall the
22 exact words, but I will state that I would have had to
23 have said -- there would have been no other reason to
24 meet with her other than talk about my potential
25 engagement as it relates to that matter.

1 MS. KATE MCGRANN: Is it fair to say
2 that you don't have a specific recollection of what
3 you said to Ms. Almas when you met with her on June
4 2nd?

5 MR. PAUL BONWICK: I do not recall
6 verbatim what was discussed. Common sense has to
7 prevail.

8 MS. KATE MCGRANN: Do you remember
9 generally mentioning that your work would involve a
10 potential transaction with the Collus LDC -- the
11 Collingwood LDC?

12 MR. PAUL BONWICK: Again, I don't
13 recall if the word "potential transaction" would have
14 been used.

15 MS. KATE MCGRANN: Do you recall
16 making reference to the LDC?

17 MR. PAUL BONWICK: Absolutely. Well,
18 again I want to be very careful with my words.
19 There would be no other reason to speak
20 to her about anything other than the LDC.

21 MS. KATE MCGRANN: Do you remember
22 speaking to her about the LDC?

23 MR. PAUL BONWICK: Not in definitive
24 terms, but string it -- string it together, Ms.
25 McGrann. You've got an email that I sent following

1 the meeting that says I've met with the Clerk. I've
2 determined that in her opinion, while she can't give
3 legal advice, and I think I worded it incorrectly
4 based on proper legal terms, but it clearly states
5 that we've met, we've discussed, and determined that
6 there's no conflict.

7 What could there possibly be anything
8 other than the LDC that would raise a conflict?

9 MS. KATE MCGRANN: Let's look at
10 ALE175, please.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: Is this the email
15 that you're referring to? I believe you sent two (2)
16 on that day, so we'll look at this one first.

17 Is this the email that you're referring
18 to?

19 MR. PAUL BONWICK: Just two (2)
20 seconds, please, or twenty (20) seconds.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: Yes.

25 MS. KATE MCGRANN: Can we look at the

1 Foundation Document, paragraph 198, please?

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: On June 3rd you
6 wrote an email to Mr. Glicksman with a copy to Mr.
7 Bentz, subject line is "Agreement," and you reported
8 that:

9 "The Clerk has been thoroughly
10 briefed by me. Previously the
11 discussion had taken place between
12 the Mayor and the Deputy Mayor."

13 When you write:

14 "Previously the discussion had taken
15 place between the Mayor and the
16 Deputy Mayor"

17 what are you referring to?

18 MR. PAUL BONWICK: I don't recall.

19 MS. KATE MCGRANN: Could we look at
20 paragraph 200 of the Foundation Document, please?

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: The first paragraph
25 describes that in on June 10th you proposed a meeting

1 with CAO Wingrove, writing that you would like to
2 discuss a company that you'd recently started to
3 provide services.

4 "The purpose of the meeting is to
5 provide disclosure as well as to
6 propose an additional meeting."

7 She suggests Tuesday, June 14th. You
8 then forward this email chain to Deputy Mayor Lloyd,
9 with a note asking him if he has time to discuss this.

10 First of all, would you tell me what
11 you remember discussing with Ms. Wingrove at the
12 meeting on June 14th?

13 MR. PAUL BONWICK: So there was
14 actually a -- earlier meeting scheduled and I'm not
15 sure if it was on the Monday or the Friday before
16 that, but it was within a couple of days of the actual
17 meeting that transpired.

18 I had set up a time to meet with Ms.
19 Wingrove. I was sitting in the little reception area
20 that they have downstairs -- that they used to have
21 downstairs in front of the CAO's office. I don't
22 recall the exact time, but I think it was late morning
23 or close to noon, but again I don't recall the exact
24 times, so it's not fair.

25 I sat there in the reception area, for

1 discussion purposes I'm going to say twenty (20)
2 minutes, maybe --

3 THE HONOURABLE FRANK MARROCCO: This
4 is a meeting she cancels?

5 MR. PAUL BONWICK: Yes.

6 THE HONOURABLE FRANK MARROCCO: Yes.

7 MR. PAUL BONWICK: I --

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: But you don't have
11 a discussion --

12 MR. PAUL BONWICK: Sorry, can I
13 finish?

14 MS. KATE MCGRANN: Yes, of course,
15 please.

16 MR. PAUL BONWICK: Thanks.

17 So I sat there in the reception area
18 and twenty (20) minutes or more clicked by, the door
19 was closed. Ms. Wingrove came out of her office,
20 walked by me, she was very upset. I have no idea why.

21 She turned to me as she was walking by
22 and she was emotional and she said she would have to
23 reschedule, apologized and I just went no issue
24 whatsoever, we'll reschedule.

25 Subsequent to that we rescheduled a

1 meeting, I think it was -- I know it was for that
2 reason that I reached out to Deputy Mayor Lloyd to
3 sort of ask the question, not knowing Ms. Wingrove
4 very well, sort of wow, what's -- is there something
5 going on that I don't know about? This seemed a bit
6 bizarre in terms of any normal interaction in a
7 business environment.

8 MS. KATE MCGRANN: Was the purpose of
9 the first meeting that you scheduled with Ms. Wingrove
10 to make disclosure of your retainer with PowerStream?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Why didn't you
13 simply send her an email making disclosure of the
14 relationship after she cancelled your first meeting?

15 MR. PAUL BONWICK: Well, first of all
16 there was no requirement by PowerStream or there was
17 no requirement, nor had it been raised by anybody
18 other than me that I wanted to make Ms. Wingrove aware
19 of what I was going to be doing on behalf of
20 PowerStream, simply as a courtesy call.

21 Subsequent to that, and to answer your
22 question why didn't I do it in writing, had I have
23 known situations were going to unfold in the manner
24 that they did, I most certainly would have done a
25 follow-up email with her.

1 I likely would have done a follow-up
2 email with her irrespective of that, not dissimilar to
3 the one that I did with Ms. Almas, but we can get to
4 that meeting next if that's okay.

5 MS. KATE MCGRANN: So the first
6 meeting that you scheduled didn't happen, you
7 rescheduled for June 14th.

8 Did that meeting take place?

9 MR. PAUL BONWICK: Yes, I believe
10 that's the one that did take place.

11 MS. KATE MCGRANN: What do you
12 remember discussing with Ms. Wingrove at that meeting?

13 MR. PAUL BONWICK: She invited me into
14 her office, I'm not sure now, but the -- in the CAO's
15 office it used to be the corner suite in the building.
16 It had a smaller boardroom in one corner and the desk
17 and credenzas are off in the other corner.

18 I remember her inviting me into the
19 office. We got the niceties out of the way. I
20 started to explain to her the purpose of the meeting,
21 I started to go through some of the responsibilities
22 that I would have or some of the interactions that I
23 would have with Collus PowerStream, sorry, not Collus
24 PowerStream. With PowerStream.

25 It was a very short time into the

1 meeting, Ms. Wingrove's BlackBerry or cell phone rang.
2 She took the call. She excused herself from the table
3 or got up from the table and walked over her -- to her
4 desk. The reason I remember this so clearly it was
5 quite striking -- and I'm sensitive to the situation -
6 - she was chatting with somebody on the phone, she
7 started to become very emotional, to the point where
8 it was evident something very significant was
9 happening.

10 She looked at me again and excused
11 herself and I think she actually left the office
12 before I did.

13 MS. KATE MCGRANN: Were you able to
14 make the disclosure you intended to make to Ms.
15 Wingrove before the end of your meeting with her?

16 MR. PAUL BONWICK: I did make the
17 disclosure, yes. I felt that I'd made the disclosure.

18 MS. KATE MCGRANN: What do you
19 remember telling her?

20 MR. PAUL BONWICK: I remember talking
21 to her about -- again, a very short meeting, about
22 public relations, media relations, government
23 relations, specific -- I remember having a very brief
24 discussion about the LDCs, generally speaking, more
25 specifically to Collingwood as it related to mergers

1 and acquisitions and it was sort of in that time frame
2 that this call took place and there was no opportunity
3 even to say goodbye.

4 MS. KATE MCGRANN: Did you explain to
5 Ms. Wingrove that your work for PowerStream would
6 involve a potential transaction with the Collingwood
7 LDC?

8 MR. PAUL BONWICK: Yes.

9 MS. KATE MCGRANN: What do you
10 remember saying to her about that?

11 MR. PAUL BONWICK: I just told you.

12 MS. KATE MCGRANN: Do you remember
13 anything more specifically than that?

14 MR. PAUL BONWICK: There was very
15 little opportunity to get into any further discussion,
16 understanding that it was a courtesy call, that it
17 wasn't a requirement under our terms of engagement,
18 that I thought it was just simply the right thing to
19 do in terms of further disclosure and I think Ms.
20 Win's (sic) testimony, depending on which one you go
21 by, confirmed that, in fact, acquisitions were, in
22 fact, discussed.

23 MS. KATE MCGRANN: Can you be any more
24 specific with us sitting here today about what you
25 said to her about the work that you would be doing

1 with respect to the Collingwood LDC?

2 MR. PAUL BONWICK: Any more specific
3 than talking about mergers and acquisitions,
4 government relations, media relations, and public
5 relations?

6 MS. KATE MCGRANN: Yes.

7 MR. PAUL BONWICK: I don't know what
8 else I would have to talk with her about.

9 MS. KATE MCGRANN: I'm asking about
10 your memory. Can you be any more specific about what
11 you remember saying?

12 MR. PAUL BONWICK: No.

13 MS. KATE MCGRANN: Do you remember how
14 long the meeting was?

15 MR. PAUL BONWICK: I don't think it
16 lasted ten minutes. I can't recall exactly, but I do
17 recall it was fairly short. I'm going to say we
18 likely had a pleasant two (2) or three (3) minute
19 interaction, how are things going, your day, nice
20 weather, here's what I'm here for.

21 MS. KATE MCGRANN: Could we turn to
22 para -- oh, did you make any other efforts to continue
23 the conversation with her after that meeting?

24 MR. PAUL BONWICK: No.

25 MS. KATE MCGRANN: Could we turn to --

1 MR. PAUL BONWICK: Nor did she.

2 MS. KATE MCGRANN: I beg your pardon?

3 MR. PAUL BONWICK: Nor did she reach
4 out to say sorry for the meeting, ended badly, could
5 we please get together again. I was maybe unclear in
6 terms of what you were talking about. There was no
7 efforts made in order for her to seek clarification.

8 MS. KATE MCGRANN: Could we turn to
9 paragraph 204 of the Foundation Document, please?

10 This paragraph describes that you
11 arranged an introductory and exploratory meeting
12 between the PowerStream executive team and Mr.
13 Houghton and the PowerStream boardroom.

14 It says in a June 10th email the
15 PowerStream executives you advised that it was our
16 intention to take Mr. Houghton out for dinner after
17 the meeting, which was scheduled for June 15th.

18 You wrote that Mr. Nolan had confirmed
19 the participation of all parties that morning.

20 Do you remember taking steps to arrange
21 the meeting that's described in this paragraph?

22 MR. PAUL BONWICK: Yes.

23 MS. KATE MCGRANN: Do you remember if
24 the meeting took place?

25 MR. PAUL BONWICK: No.

1 MS. KATE MCGRANN: Do you remember why
2 it didn't take place?

3 MR. PAUL BONWICK: No, I believe it
4 was rescheduled, but I -- I don't recall why. I'm not
5 sure if it was Mr. Bentz or Mr. Houghton. Those would
6 be the only two -- those would be the only two (2)
7 principles that would require any change in dates.

8 MS. KATE MCGRANN: Do you remember if
9 the rescheduling was successful and the meeting
10 contemplated here took place on a different date?

11 MR. PAUL BONWICK: I don't recall.

12 MS. KATE MCGRANN: Do you recall being
13 involved in a discussion with the people who were to
14 attend this meeting at any point before the issuance
15 of the RFP on October 4th, 2011?

16 MR. PAUL BONWICK: Yes.

17 MS. KATE MCGRANN: What can you tell
18 me about what you remember about that meeting or
19 meetings?

20 MR. PAUL BONWICK: It would have been
21 general discussion about what I recall, general
22 discussion about what's happening in the community,
23 whether it's quiet, where Collus might go, what the
24 feelings that Council might have in relationship to
25 any particular direction Collus might recommend, what

1 the various scenarios might be in terms of should
2 Collus decide to move forward in any particular
3 direction.

4 It would be, I think, generally
5 speaking conversations or meetings -- conversations
6 within meetings or telephone calls that would be
7 trying to get a lay of the land in terms of what's --
8 what's happening.

9 MS. KATE MCGRANN: We can see from the
10 documents that on June 27th the concept of an RFP for
11 a strategic partner is taken to Council.

12 Do you know if the meetings are
13 conversations that you're referring to took place
14 before that date?

15 MR. PAUL BONWICK: Yes.

16 MS. KATE MCGRANN: Do you remember if
17 there was one or more?

18 MR. PAUL BONWICK: Yes. More.

19 MS. KATE MCGRANN: Was it one or more?

20 MR. PAUL BONWICK: Sorry.

21 MS. KATE MCGRANN: No, that's okay, it
22 was my question.

23 MR. PAUL BONWICK: Yes, more.

24 MS. KATE MCGRANN: Okay, how many? Do
25 you remember?

1 MR. PAUL BONWICK: I don't recall.
2 There would have been a -- I had some calls with Mr.
3 Glicksman and I attended their boardroom I'm going to
4 -- their corporate office on several different
5 occasions, but I didn't keep a daytimer to show what
6 dates those were.

7 MS. KATE MCGRANN: Okay, let's make
8 sure we're talking about the same thing, because that
9 answer suggests to me that we're not, which would be
10 my fault. This paragraph 204 contemplates a meeting
11 with Mr. Houghton and representatives of PowerStream.
12 Do you remember being involved in any
13 conversations, including Mr. Houghton, and
14 representatives of PowerStream before June 27th, 2011?

15 MR. PAUL BONWICK: No. I
16 misunderstood the question. I thought you were
17 talking about the PowerStream executive team or Mr.
18 Glicksman or Mr. Nolan, Mr. Bentz, and Mr. Glicksman.

19 MS. KATE MCGRANN: So, this -- this
20 meeting that you were proposing and -- and scheduling
21 which you said was rescheduled was a meeting with Mr.
22 Houghton and members of PowerStream's executive team.

23 Do you know if that meeting was
24 rescheduled?

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

1 it was -- if this is rescheduled, and then
2 subsequently incorporated or included Mr. Muncaster or
3 not. I'm not sure if that's the same followup or the
4 -- the meeting that sort of fed out of this one (1)
5 that was -- appears to have been cancelled.

6 MS. KATE MCGRANN: Do you remember if
7 this meeting took place now that we're all on the same
8 page and we know what we're talking about?

9 MR. PAUL BONWICK: No, I don't recall
10 this meeting taking place. I don't recall going out
11 for dinner with the EVP team and Mr. Houghton.

12 MS. KATE MCGRANN: Okay. Leave the
13 dinner aside. Do you remember attending a meeting
14 with Mr. Houghton and the PowerStream EVP before June
15 27th, 2011?

16 MR. PAUL BONWICK: With Mr. Houghton?
17 No, I don't recall having a meeting with Mr. Houghton
18 there.

19 MS. KATE MCGRANN: Other than the June
20 7th meeting with Mr. Bentz, Mr. Muncaster, and Mr.
21 Houghton that we've already talked about a couple of
22 times, do you remember attending any meetings with Mr.
23 Houghton and members of PowerStream's executive team
24 between June 27th and the issuances of the RFP on
25 October 4th, 2011?

1 MR. PAUL BONWICK: No.

2 MS. KATE MCGRANN: Okay. Do you
3 remember attending any meetings with him and any
4 members of the PowerStream executive team between the
5 issuance of the RFP and the time that the responses
6 were due?

7

8 (BRIEF PAUSE)

9

10 MR. PAUL BONWICK: No.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: As we distribution
15 -- as I just mentioned to you, we know that on June
16 27th there's an in camera presentation that Mr.
17 Houghton makes to Council in which he proposes an RFP
18 for a strategic partner.

19 Do you remember if you learned about
20 the fact that there was going to be an RFP and/or that
21 the Town and Collingwood would be looking for a
22 strategic partner before that presentation was made to
23 Council on June 27th?

24

25 (BRIEF PAUSE)

1 MR. PAUL BONWICK: I'm -- I'm trying
2 to break them apart. The -- I believe... I'm not
3 sure if I was aware that there was going to be an RFP
4 prior to Council supporting that path forward. I -- I
5 should have -- I would have known. I'm -- I likely
6 would have known.

7 MS. KATE MCGRANN: Do you know who you
8 would have learned that from?

9 MR. PAUL BONWICK: I don't recall the
10 exact person or who might have said that, but it could
11 have been in a -- it could have been in a conversation
12 with Mr. Houghton. It could have been -- if Council
13 didn't realize what was being presented, then it
14 certainly wouldn't have been.

15 And I'm not sure anymore if Council
16 gets an agenda even though we see them blacked out.
17 I'm not sure if Council gets an agenda five (5) or six
18 (6) days before, like, a regular agenda that would
19 say, in camera we're going to be talking about
20 PowerStream -- or sorry, Collus RFP.

21 I think that was a long, convoluted
22 answer.

23 MS. KATE MCGRANN: That's okay. I --
24 we can drill down. So, you may have found out from
25 Mr. Houghton. Is there anybody else who may have told

1 you about it?

2 MR. PAUL BONWICK: No.

3 MS. KATE MCGRANN: After the June 27th
4 meeting in which the proposal is made to Council did
5 you learn about the details of -- of the presentation
6 that had been made to Council from anyone?

7 MR. PAUL BONWICK: I don't think I
8 learned in any great detail other than I had become
9 aware of the fact that this RFP -- I'll use language
10 that's been used over the course of the last few
11 weeks. This RFP hybrid was -- seemed to be the path
12 of direction that Council was choosing.

13 At that point in time, there was
14 certainly some confusion in my mind in terms how do
15 you do an RFP on something that's this complicated.
16 It's my experience RFPs are much easier when you're
17 selling a building or you're selling equipment or your
18 selling land.

19 When you get into -- I didn't have any
20 experience in terms of -- you start getting into back
21 office support, so I would suspect I had my head
22 wrapped around that this RFP was happening but didn't
23 have a lot of detail in terms of the deck that was
24 provided to the municipality.

25 MS. KATE MCGRANN: Do you remember who

1 you learned about the RFP hybrid from?

2 MR. PAUL BONWICK: No.

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: This has been
7 alluded to before, and I'm not sure this helps the
8 Inquiry at all, but information -- anything really
9 short of human resource issues, when they were
10 discussed in camera, and this is not specific to
11 Collingwood, there's almost a running joke that, if
12 you wanted something out on the street fairly quickly,
13 the only way to get there faster from a public meeting
14 is to have an in camera meeting.

15 Councillors speak to family members.
16 They speak to staff. Staff speak to other staff. And
17 so, I -- I could have found out -- or I would have
18 found out through, again, casual conversation with any
19 member of Council that might have -- you know, how did
20 the Collus thing go last night, I don't know, we're --
21 we're -- I think we're going to move towards an RFP
22 process with -- but we're just not quite sure what all
23 that involves.

24 That's the kind of way that would have
25 come out to me.

1 MS. KATE MCGRANN: Do you specifically
2 remember who you learned from?

3 MR. PAUL BONWICK: No.

4 MS. KATE MCGRANN: Did you pass the
5 information that the Town of Collingwood would be
6 pursuing an RFP hybrid on to PowerStream?

7 MR. PAUL BONWICK: Again, at that
8 time, this hybrid -- the description of a hybrid is, I
9 think, kind of a newer word to describe it; it wasn't
10 then.

11 But in terms of the RFP, I'm sure I
12 would have gave Mr. Glicksman a call or set up an
13 email and put him on notice that here's what I
14 understand is transpiring at this point in time.

15 MS. KATE MCGRANN: In or around this
16 point in time, so in or around June 27th, 2011, do you
17 remember if you became aware that a Strategic Task
18 Team was being struck to put together the RFP or
19 otherwise be involved in the evaluation of the
20 responses?

21 MR. PAUL BONWICK: I don't think I was
22 aware at that time. I think that's something that, as
23 the situation unfolded and the process, I should say,
24 unfolded, I think I become more aware that -- and,
25 again, until this hearing was underway, I don't recall

1 ever hearing the term, and I -- I don't think I've
2 said it properly in my Strategic Task Team review or--

3 MS. KATE MCGRANN: I'm not sure that
4 any of this is consistently --

5 MR. PAUL BONWICK: Whatever it was, I,
6 at some point, became aware that there was a committee
7 that had been put together that would be involved in
8 the -- in the process.

9 MS. KATE MCGRANN: Do you remember if
10 you became aware that a committee had been formed
11 before they first met on August 3rd?

12 MR. PAUL BONWICK: No.

13 MS. KATE MCGRANN: Okay. Do you
14 remember who you learned about the fact of the
15 committee from?

16 MR. PAUL BONWICK: No.

17 MS. KATE MCGRANN: Can we look at
18 paragraph 210 of the Foundation Document, please?

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: This paragraphs
23 summarizes an email exchange that you had with Mr.
24 Boughton -- Mr. Houghton -- Mr. Houghton before the
25 June 27th meeting in which he writes you an email

1 saying:

2 "Sounds like Mike is trying to
3 hijack the process and wants to
4 speak to Council without Collus."

5 And you respond:

6 "Can't; has a responsibility to
7 Collus. You should let Sandra know
8 that clearly and now."

9 Do you remember having this email
10 exchange with Mr. Houghton?

11 MR. PAUL BONWICK: No.

12 MS. KATE MCGRANN: Looking at it
13 today, does it bring back any memory of -- of having
14 this conversation with him on that day?

15 MR. PAUL BONWICK: I was always
16 sensitive to anybody coming to me as it related to
17 matters for Sandra of the mayor irrespective of people
18 understanding my relationship.

19 And so, if you went through other
20 emails, if somebody was making me aware of something,
21 I would typically go you need to let Sandra know right
22 away and whether it was related to this particular
23 transaction or this particular matter or -- or any
24 other one (1).

25 And so, that would be the reason why I

1 would have responded in that fashion.

2 MS. KATE MCGRANN: Can we go to
3 paragraph 215 --

4 MR. PAUL BONWICK: Right.

5 MS. KATE MCGRANN: -- of the
6 Foundation Document, please?

7 MR. PAUL BONWICK: If I --

8 MS. KATE MCGRANN: I beg your pardon?
9 Yeah. Sorry, go ahead.

10 MR. PAUL BONWICK: Sorry, if I could
11 just to expand on that. And I'm not sure if -- sorry,
12 I'm not sure if this happened through a phone call; I
13 believe it did.

14 I do recall Mr. Houghton, and I suspect
15 it was through a phone call, asking -- once he had
16 sent this, sort of calling me and saying, sorry, stand
17 down on it. I'm dealing with it. I remember some --
18 and I don't know if it happened in person or in a
19 phone call.

20 But it just seemed -- it doesn't have
21 any lead up to say Mike wants to sell a hundred
22 percent of the utility. It doesn't say Mike's
23 going -- something contrary to the chair. It doesn't
24 say Mike's challenging Sandra. It just said -- says
25 what -- it's hijacking the process. And so it was

1 kind of a confusing email to receive.

2 MS. KATE MCGRANN: So you now remember
3 that you received it. You --

4 MR. PAUL BONWICK: I'm looking at it
5 now, and I'm kind of -- I can't separate the two (2).
6 I'm going if I received that, I'd be sitting there
7 going -- but I do recall Ed calling and saying he was
8 dealing with it.

9 MS. KATE MCGRANN: Okay. That's --

10 MR. PAUL BONWICK: It may have -- and
11 it may have been after the fact actually that he dealt
12 with it. Sorry. I'm done.

13 MS. KATE MCGRANN: I just want to make
14 sure that I understand what you remember and what
15 you're surmising from what you're looking at now. Do
16 you remember receiving these emails?

17 MR. PAUL BONWICK: No.

18 MS. KATE MCGRANN: But you do remember
19 that Ed made a phone call to you --

20 MR. PAUL BONWICK: And I'm --

21 MS. KATE MCGRANN: -- telling you to
22 stand down.

23 MR. PAUL BONWICK: I -- and again, I'm
24 trying to dissect what I've heard Mr. Houghton say. I
25 recall -- and it may have been after the fact -- Ed

1 saying to me that this committee is -- there's some
2 committee coming under way or task team or whatever
3 you refer to it as.

4 But the matter was dealt that, that
5 Mike felt that he should be should be sitting on it.
6 But I think this was days or sometime after the fact.
7 I could not give you a date when that happened.

8 MS. KATE MCGRANN: Now, when you did
9 have that phone call with Mr. Houghton, did you
10 understand the committee was related to a potential
11 transaction for the LDC?

12 MR. PAUL BONWICK: I don't know at
13 that time that I would have known that it was specific
14 to the transaction or specific to assessing how Collus
15 was going to move forward.

16 So I'm vague just because I don't
17 recall if I knew that the committee was tasked to
18 score bids that were coming in or if the committee was
19 put in place to put in place a process that would lead
20 to an RFP.

21 MS. KATE MCGRANN: Did you under --

22 MR. PAUL BONWICK: I just knew there
23 was a committee in place. By that time, sometime
24 after this, I was made aware that there was a
25 committee that had been put in play.

1 MS. KATE MCGRANN: And that it was
2 somehow related to the LDC and the --

3 MR. PAUL BONWICK: Collus.

4 MS. KATE MCGRANN: -- the options it
5 was looking at.

6 MR. PAUL BONWICK: Correct.

7 MS. KATE MCGRANN: Can we look at
8 paragraph 215 of the Foundation Document, please.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: This is a paragraph
13 that describes a report that Mr. Bentz made to the
14 Board of Directors on June 29th, 2011 in which he
15 reports that:

16 "Executive management would be
17 meeting with Mr. Houghton and
18 Mr. Bonwick with respect to Collus'
19 anticipated RFP process."

20 And he gives some more detail. He
21 says:

22 "It's expected that an RFP will be
23 issued by the Town of Collingwood
24 for proposals with respect to Collus
25 sometime in August or September."

1 Do you know if you were the person who
2 gave Mr. Bentz the information about Collus'
3 anticipated RFP process that's he's reporting to his
4 Board of Directors here?

5 MR. PAUL BONWICK: I don't recall. I
6 couldn't guarantee you that I did, but I would fully
7 expect that I would share that information with
8 Mr. Bentz if I had it in my possession.

9 Any information that I had in my
10 possession or that was shared with me by anybody,
11 either -- sorry -- either verbally or via email, I
12 would update them and let them know this is what I've
13 heard. And sometimes, it was small sound bites, and I
14 would, based on having talked to two (2) or three (3)
15 people, build a narrative that I thought was taking
16 place.

17 MS. KATE MCGRANN: Is it possible that
18 you had this information at this time, and you did
19 pass it on. You just don't remember right now?

20 MR. PAUL BONWICK: Yes.

21 MS. KATE MCGRANN: Who would you have
22 gotten that information from?

23 MR. PAUL BONWICK: I don't recall. It
24 could have --

25 MS. KATE MCGRANN: You identified for

1 us earlier that you had been --

2 MR. PAUL BONWICK: -- could have
3 been --

4 MS. KATE MCGRANN: -- talking to
5 Mr. Houghton and Mr. Lloyd?

6 MR. PAUL BONWICK: It could have been
7 a conversation with Mr. Houghton. It could have been
8 a conversation with Mr. Lloyd. If the RFP was
9 underway, it also -- as has been mentioned, I
10 interacted socially with several members of Council as
11 well on an irregular basis.

12 MS. KATE MCGRANN: Could we pull up
13 summary document 1-1, please.

14 THE HONOURABLE FRANK MARROCCO: Just
15 before -- are you leaving this topic?

16 MS. KATE MCGRANN: No, no, no.

17 THE HONOURABLE FRANK MARROCCO: Okay.
18 Go ahead.

19 MS. KATE MCGRANN: Please go ahead
20 and --

21 THE HONOURABLE FRANK MARROCCO: No.
22 Then I'll ask later. Go ahead.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: Could we go to

1 summary document 1-1, please.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: Yesterday, you
6 asked for a list of the members of Council. So here's
7 one. Which of these individuals were you interacting
8 with socially on a regular basis that could have been
9 the source of that information for you?

10 MR. PAUL BONWICK: And I want to
11 select my words carefully. When I say "socially," you
12 would be at events. There could be any myriad of
13 different areas where -- or places where you might run
14 into these folks.

15 Obviously, I knew the mayor reasonably
16 well. I knew the deputy mayor well. I knew
17 Councillor Edwards well, I knew Councillor Lloyd well.
18 Councillor Chadwick, more from a business
19 relationship. Councillor West, I knew well.
20 Councillor Cunningham, I knew well.
21 Councillor Gardhouse, I knew well.

22 MS. KATE MCGRANN: Is it your evidence
23 that any one of these individuals could have been the
24 source of your information that Collus was moving
25 forward with an RFP and that they expected to have it

1 issued in August or September?

2 MR. PAUL BONWICK: It -- I did not
3 invent it. It obviously came from somebody, so it
4 either had to -- in a conversation with somebody on
5 Council or a couple of people on Council, or it would
6 have had to come from somebody on staff.

7 And again, if you put up the staff
8 list, I can kind of go through the same way, and
9 you're going to find the same thing.

10 MS. KATE MCGRANN: More likely to be
11 any of these individuals --

12 MR. PAUL BONWICK: Not --

13 MS. KATE MCGRANN: -- some of them
14 than others?

15 MR. PAUL BONWICK: -- not necessarily.
16 I mean, you had staff sometimes talking about things
17 that were transpiring as well.

18 MS. KATE MCGRANN: Do you specifically
19 recall discussing that --

20 MR. PAUL BONWICK: And I don't mean
21 staff at Collus.

22 THE HONOURABLE FRANK MARROCCO: Can
23 you two (2) not speak over each other?

24

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: Do you have any
3 specific recollection of getting that information --

4 MR. PAUL BONWICK: No.

5 MS. KATE MCGRANN: -- from any staff
6 member?

7 MR. PAUL BONWICK: No.

8 MS. KATE MCGRANN: I am moving onto
9 another email now if you had a question.

10 THE HONOURABLE FRANK MARROCCO: Did
11 the executive management team ever meet with you and
12 Mr. Houghton?

13 MR. PAUL BONWICK: During the RFP
14 process --

15 THE HONOURABLE FRANK MARROCCO: Yes.

16 MR. PAUL BONWICK: -- or before it?
17 No, I don't believe so. Once -- well, actually --

18 THE HONOURABLE FRANK MARROCCO: Well,
19 it depends on what you mean by during the RFP process.
20 But in the period either leading up to the issuance of
21 the RFP or during the RFP process.

22 MR. PAUL BONWICK: There was at least
23 one (1) meeting that I recall where Mr. Muncaster and
24 Mr. Houghton and myself were in attendance at the
25 PowerStream boardroom.

1 THE HONOURABLE FRANK MARROCCO:

2 Talking about the RFP?

3 MR. PAUL BONWICK: Multitude of
4 subjects but --

5 THE HONOURABLE FRANK MARROCCO: For
6 this --

7 MR. PAUL BONWICK: -- yeah. Possibly
8 what scenarios might unfold. I believe there was some
9 general discussion about what that thing might look
10 like. I think there was a lot of discussion.

11 I can't speak on behalf of PowerStream,
12 but I believe that in their mind, it was a foregone
13 conclusion that something was going to happen with
14 Collus and that they were going to participate in some
15 way, whether that was a merger, an acquisition, or
16 this RFP.

17 I believe there was significant
18 interest because I do recall discussion not only
19 related to Collingwood but the broader Simcoe and
20 provincial arena as it related to multi-utility models
21 and what that might look like. And so that discussion
22 -- or that meeting that took place was pre-RFP.

23 THE HONOURABLE FRANK MARROCCO: And
24 did they also discuss that Collingwood could be like
25 the foot in the door for other members of the CHEC

1 group?

2 MR. PAUL BONWICK: Yes. I believe
3 there was discussion pertaining to the larger
4 participants, whether it was PowerStream -- but I
5 think the discussion was specific to PowerStream.

6 There was a general feeling or
7 reflection that the LDCs throughout CHEC and, in
8 fairness, beyond had sensitivities -- many of them had
9 sensitivities and that this newly created -- that if
10 there was some newly created entity that it would take
11 the big guy out of the equation to some degree.

12 And it had the potential to be
13 something far more substantial and whether that was a
14 growth model through the CHEC, which was, I think,
15 sort of natural in its approach because of geographic
16 proximity and the fact that they had worked together
17 or some non-CHEC members that are still in reasonably
18 close proximity.

19 THE HONOURABLE FRANK MARROCCO: Thank
20 you.

21

22 CONTINUED BY MS. KATE MCGRANN:

23 MS. KATE MCGRANN: We talked a little
24 bit yesterday about the golf game that you attended on
25 June 29th from the perspective of a disclosure that it

1 had been made and particular feedback that you got
2 about Mr. Muncaster's reaction to learning of your
3 work with PowerStream.

4 In that golf game, was there any
5 discussion about the RFP process that had been
6 presented to Council that was going to be taken
7 forward, the striking of a committee, what in
8 particular the Town was considering for -- for its
9 LDC?

10 MR. PAUL BONWICK: No. And again, to
11 give you some sense in terms of how the communications
12 would have worked, Mr. Lehman and I -- Mayor Lehman
13 and I golfed together, Mr. Bentz and Mr. Houghton
14 golfed together.

15 Mr. Lehman and I at that point in
16 history had similar political leanings, apparently
17 contrary to mine that most of the people that sat in
18 this stand, but I recall my conversations with Mayor
19 Lehman touched on Collus and the community, to a large
20 extent, but I -- I do recall we had a great deal of
21 banter about what was going on at the provincial and
22 federal levels as well.

23 MS. KATE MCGRANN: Can we look at
24 paragraph 244 of the Foundation Document, please?

25 This paragraph describes that on July

1 22nd you sent an email to Mr. Bentz asking him to give
2 Mr. Houghton a call. You said that Mr. Houghton had
3 shared some interesting information in terms of his
4 discussion with other LDCs as it relates to
5 partnership opportunities.

6 Do you remember sending this email?

7 MR. PAUL BONWICK: Yes.

8 MS. KATE MCGRANN: Do you remember
9 what discussions you had had with Mr. Houghton that
10 prompted you to send this email?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Would you tell us
13 what you talked about, please?

14 MR. PAUL BONWICK: Yes. So, Mr.
15 Houghton had shared with me that there appeared to be
16 more appetite or more positive response, perhaps, than
17 what he had hoped originally on the solar vent LDC
18 side that he was focusing some of his energies on.

19 He had, I believe, alluded to the fact
20 that Wasaga Beach had presented some interest. He
21 informed me, I believe, that Orangeville had expressed
22 some interest. I think he named a few.

23 That caused me to reflect on a positive
24 and a negative out of that, and hence the reason I
25 thought Mr. Bentz should speak to him.

1 The positive, from a PowerStream
2 perspective, was if there's more people in the tent
3 and a stronger level of comfort, it opens the doors
4 for further acquisitions, mergers, partnerships.

5 The back of my mind, the negative side
6 of that was that he had also informed me that there
7 were other non-CHEC members that had been invited to
8 participate, and so from a self-serving perspective it
9 was no longer the Collus PowerStream solar vent
10 initiative that I think could demonstrate to the
11 community, to the Collus Board that there's a --
12 synergies here and good working relationship, but that
13 opportunity was being made available to everybody,
14 which if I had my druthers it wouldn't have been at
15 that time.

16 MS. KATE MCGRANN: Why not?

17 MR. PAUL BONWICK: My responsibility
18 was to promote the interests of PowerStream from a
19 public relations perspective, as part of my
20 responsibilities.

21 Having PowerStream identified as a
22 partner in a solar or energy conservation program with
23 Collus, in my opinion, puts them in a more favourable
24 light than any other LDC that would be involved.

25 MS. KATE MCGRANN: To be fair, the

1 billboards that were ultimately erected in respect of
2 the project only displayed the logos of Collus and
3 PowerStream, correct? And Devonleigh Homes.

4 MR. PAUL BONWICK: Correct. I was
5 informed, again I didn't pass judgement or comment on
6 it, I was informed when the ads were being created
7 that there was another utility that had been invited
8 to participate on it.

9 But yes, that's the kind -- that's the
10 nature of the kind of promotion that I thought gives
11 people a greater comfort level.

12 MS. KATE MCGRANN: Were you relieved
13 then when you saw that the billboard just had Collus
14 and PowerStream on it?

15 MR. PAUL BONWICK: Yes.

16 MS. KATE MCGRANN: Who informed you
17 that another utility had been invited to participate?

18 MR. PAUL BONWICK: Well, I was
19 involved with Mr. Fagen, not so much in the design,
20 but in the concept in terms of promoting this.

21 Either Mr. Houghton had informed me or
22 Mr. Fagen, I think it came out from Mr. Fagen, but I'm
23 not positive of that, that there is another utility
24 that may come on board before the boards go up.

25 MS. KATE MCGRANN: Do you remember

1 which utility that was?

2 MR. PAUL BONWICK: No.

3 MS. KATE MCGRANN: Can we turn up
4 paragraph 40 of summary document 13, please?

5 This paragraph describes that Mr.
6 Bentz, Mr. Henderson, Mr. Bonwick and yourself met at
7 the PowerStream executive boardroom on August 24th,
8 2011. Do you remember attending this meeting?

9 MR. PAUL BONWICK: I don't recall the
10 date, but yes, I remember sitting in a meeting with --
11 with these folks.

12 MS. KATE MCGRANN: That would have
13 been in or around August 24th, 2011?

14 MR. PAUL BONWICK: Again, I don't have
15 a daytimer to reference it.

16 Can we speak through it a little bit
17 and then maybe that'll -- could you bring up the
18 email, or is that just a meeting notice?

19 MS. KATE MCGRANN: It's a meeting
20 notice, and then we have copy -- we have a copy of Mr.
21 Bentz's notes. But what I'm interested in is your
22 recollection of the meeting.

23 Do you -- do you recall attending a
24 meeting with these three (3) gentlemen at any point
25 before the issuance of the RFP?

1 MR. PAUL BONWICK: Kind of.

2 MS. KATE MCGRANN: Can you tell us
3 what you do recall?

4 Listen, we understand that this is all
5 some years ago, so if you don't remember, that's fine.
6 I just want to know what you do remember.

7 MR. PAUL BONWICK: I'm going to be
8 speculating if I do, because I know Mark Henderson is
9 -- if Mark Henderson is in there, it's likely going to
10 have a fairly significant focus on infrastructure.

11 MS. KATE MCGRANN: Listen, I don't
12 want you to speculate.

13 MR. PAUL BONWICK: Okay.

14 MS. KATE MCGRANN: We'll just move on.

15 Could we go to paragraph 5 of summary
16 document 1-5, please?

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: So, it's our
21 understanding that in or around August 11th, 2012, you
22 retained Mr. Chadwick to perform media monitoring
23 services for Compenso. Is that correct?

24 MR. PAUL BONWICK: Yeah, I think I
25 referred to -- yes. It's an e-clipping service.

1 MS. KATE MCGRANN: Sorry, a clipping
2 service?

3 MR. PAUL BONWICK: We -- we used to
4 call them e-clipping services.

5 MS. KATE MCGRANN: E-clipping
6 services. Okay.

7 What discussions did you have with Mr.
8 Chadwick at the beginning of his work on the e-
9 clipping service about who would be receiving the
10 products of his work?

11 MR. PAUL BONWICK: I don't know that I
12 shared with him at the time, I was trying to engage
13 him on who I would be sending it out to.

14 MS. KATE MCGRANN: Mr. Chadwick gave
15 evidence that when he began working for you, he told
16 you that the clients who would be receiving this were
17 PowerStream and Blackstone Energy.

18 Does that ring a bell for you?

19 MR. PAUL BONWICK: I may have -- I may
20 have shared that with him.

21 During that time I was providing work -
22 - or my company was providing work for both of those
23 organizations. I'm surprised that there wasn't a
24 couple of more on there that I would have informed him
25 on if I did.

1 MS. KATE MCGRANN: Can we look at
2 Foundation Document 261, please?

3 MR. PAUL BONWICK: This paragraph
4 describes that on October 31st, 2011, Compenso
5 delivered invoice number 731 to PowerStream. That
6 invoice included \$2,000 in expenses for blog and media
7 monitoring with 50 percent of those costs to be billed
8 to Collus.

9 Do you remember issuing that invoice?

10 MR. PAUL BONWICK: The question is: Is
11 that date correct? The 2011?

12 MS. KATE MCGRANN: If we can look at
13 the emails at ALE258?

14 MR. PAUL BONWICK: I'm just unsure why
15 Collus would give 50 percent of the bid billing -- dig
16 a bit deeper.

17 MS. KATE MCGRANN: So, is a August
18 31st, 2011, email from Christine Harper at
19 Compenso.ca. Does she perform bookkeeping services
20 for the company at this time?

21 MR. PAUL BONWICK: Yes.

22 MS. KATE MCGRANN: Okay. And so,
23 she's sending it on to Victoria Scoffield and John
24 Glicksman, at PowerStream. There's a copy to you. It
25 attaches an invoice PowerStream September 11th doc.

1 We can take a look at the invoice
2 itself. It's at ALE259.

3 MR. PAUL BONWICK: Thank you.

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: And you can just
8 ask to scroll that so you have the opportunity to
9 review it.

10 MR. PAUL BONWICK: Typically, there's
11 an expense line.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: On page 2 here you
16 can see there's expenses for solar launch in the
17 amount of five thousand three hundred and seventy-two
18 dollars (\$5,372), and then blog and media monitoring,
19 electricity issues, (50 percent) to be billed to
20 Collus for July and August 2011 at a cost of a
21 thousand dollars per month to be discussed), total
22 cost two thousand (2,000).

23 MR. PAUL BONWICK: Thank you. That
24 help -- that helped.

25 MS. KATE MCGRANN: Okay.

1 MR. PAUL BONWICK: So, you can go back
2 to the first one (1), if you'd like, and then ask the
3 question over again.

4 MS. KATE MCGRANN: Mr. Glicksman gave
5 some evidence about a conversation he had with you
6 about this invoice in particular.

7 Do you remember having a conversation
8 with Mr. Glicksman about this invoice?

9 MR. PAUL BONWICK: Yes.

10 MS. KATE MCGRANN: Can you tell us
11 what you remember about that conversation, please?

12 MR. PAUL BONWICK: Mr. Glicksman felt
13 that -- Mr. Glicksman felt that they had a strong
14 enough communications team. And I'm not sure the
15 terminology he used, I'm referring it to as an e-
16 clipping service, but that they had their own internal
17 people that garnered information similar to what we
18 were proposing or what we had been collecting and --
19 and providing to them.

20 But as I look at this, I'm assuming
21 this was a onetime billing, and it appears to be a
22 draft. If -- if Christine was put to be discussed,
23 that would be only be at my direction.

24 So, one has to assume there was no
25 approval for that. We would have been monitoring

1 regional and local media outlets as it relates to what
2 we may have been trying to do on the solar vent, as
3 well. That would make sense for that.

4 But I do recall -- again, too long of
5 an answer. I do recall Mr. Glicksman raising the
6 issue that PowerStream did not need to pay for
7 additional services based on what they were able to do
8 in-house.

9 MS. KATE MCGRANN: As I listen to your
10 answer about this being a onetime cost and the reason
11 why to be discussed might be included, it sounded to
12 me like you were drawing conclusions based on your
13 interpretation of looking at this invoice today.

14 MR. PAUL BONWICK: That's --

15 MS. KATE MCGRANN: Am I right or do
16 you remember that being the case?

17 MR. PAUL BONWICK: You're right.

18 MS. KATE MCGRANN: I'm right that
19 you're drawing conclusions --

20 MR. PAUL BONWICK: Yes.

21 MS. KATE MCGRANN: -- based on your
22 interpretation sitting here today?

23 MR. PAUL BONWICK: Yes.

24 MS. KATE MCGRANN: Okay. Could we
25 look at AFF8, paragraph 16? This is Mr. Glicksman's

1 affidavit that he swore in this proceeding. Paragraph
2 16, please.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: In this paragraph,
7 Mr. Glicksman is discussing the invoice that we were
8 just looking at. He identifies that he didn't think
9 PowerStream should be paying for this expense for two
10 (2) reasons.

11 First, he writes he felt that the blog
12 and media monitoring services were not within the
13 scope of Mr. Bonwick's retainer with PowerStream. Do
14 you remember him discussing that with you?

15 MR. PAUL BONWICK: No, I do not recall
16 him ringing that to my attention. The scope of my
17 retainer included -- clearly determined media -- media
18 relations, and so I would -- I would submit that under
19 that media monitoring is part of it.

20 But I do recall him bring it to my
21 attention that he was not -- the reason I remember him
22 saying was that they managed these things in-house.

23 MS. KATE MCGRANN: He writes:

24 "Second, I felt that PowerStream
25 should not be paying for services

1 provided by Mr. Chadwick who served
2 as a councillor for a municipality
3 with whom PowerStream might soon
4 interact in the context of an RFP."

5 He writes:

6 "I felt that PowerStream paying for
7 Mr. Chadwick's services would raise
8 conflict of interest issues."

9 In paragraph 70, he goes on to say:

10 "I informed Mr. Bonwick that
11 PowerStream was not comfortable
12 paying for blog and media monitoring
13 services because there was conflict
14 of interest concerns and the work
15 was outside of the scope of his
16 retainer."

17 Do you remember having a conversation
18 with Mr. Glicksman about his conflict of interest
19 concerns arising from Mr. Chadwick's work?

20 MR. PAUL BONWICK: No.

21 MS. KATE MCGRANN: Going forward, did
22 you provide any of Mr. Chadwick's work product to
23 PowerStream?

24 MR. PAUL BONWICK: No.

25 MS. KATE MCGRANN: Did you ever inform

1 Mr. Chadwick that his work product was not being
2 provided to PowerStream?

3 MR. PAUL BONWICK: No.

4 MS. KATE MCGRANN: Why not?

5 MR. PAUL BONWICK: To my earlier
6 point, I don't recall informing him that it was going
7 to PowerStream and Black -- or sorry, Blackstone and
8 PowerStream.

9 If you look at the distribution list
10 that I had for the news clipping service, I was trying
11 to find it, I'm going to say that there's no less than
12 seventy (70) people in government in the private
13 sector in the various elements, both in the mining and
14 energy sector that that was going to.

15 And I did not involve Mr. Chadwick at
16 all in who I was sending it out to. He provided me a
17 generic news clipping service and it went out on my
18 letterhead and my email.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: Could we look at
23 TOC59012?

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: This is an email
2 from you to Mr. Houghton at his Gmail account on
3 September 14th, 2011. You write, "Please review and
4 comment."

5 And attached is PowerStream competitive
6 analysis. It's a September 14th memo that we've
7 looked at a couple of times in this hearing so far.
8 Before we get over to the memo, just a question about
9 the email address that you chose to use when you sent
10 this document to Mr. Houghton. We see you sending it
11 to his Gmail address.

12 You gave evidence earlier today that
13 you wanted Mr. Houghton to use his Gmail address, or
14 you thought you should be using it for communications
15 with him outside of his role as the President and CEO
16 of Collus.

17 Do you remember if that's why you sent
18 this memo to the Gmail address at this time?

19 MR. PAUL BONWICK: No. No.

20 MS. KATE MCGRANN: Do you remember why
21 you did sent this memo to Mr. Houghton at his Gmail
22 address?

23 MR. PAUL BONWICK: No. But if -- no.
24 I would say, if you go into my address bar, when I
25 press up 'E', you get a list of Eds, so I can't

1 comment on why that was sent there, to that address.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: And I'd like to
6 take you to a copy of the memo itself, but it seems
7 that I've misplaced the document number, so just give
8 me one (1) second.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: Someone has
13 assisted me. The document number is TOC59013. I want
14 to ask you some questions about this memo.

15 Are you familiar with it or do you need
16 a moment to refresh your memory?

17 MR. PAUL BONWICK: I'm familiar with
18 it.

19 MS. KATE MCGRANN: In particular, this
20 memo reports on views of members of the Strategic Task
21 Team, or the committee that had been struck in respect
22 of the potential sale of Collus Power, and their
23 reactions to presentations by Hydro One and Veridian.

24 Where did you get that information
25 from?

1 MR. PAUL BONWICK: From what I recall,
2 it was a compilation of various sources. Again, not
3 so much in a formal meeting environment, I was
4 following up with people like Mr. Lloyd.

5 I had a meeting with Mr. Muncaster,
6 tried -- the way I tend to try to garner information
7 is break it into pieces that aren't necessarily of
8 importance from the person that's discussing them.

9 While I don't -- there was no one (1)
10 particular conversation where an individual that sat
11 on the committee walked me through in detail saying,
12 here's what Horizon did; here's what Hydro One did;
13 here's what PowerStream did. I would say it was me
14 trying to source out little bits of information as it
15 related to how we stood and how the others stood.

16 I think I took some say -- most people
17 might not agree with this -- but some artistic
18 liberties in terms of -- or latitude in terms of
19 pulling information from OEB and from other websites
20 as well but more specific to the information that was
21 shared with the Task Team.

22 There was really only two (2)
23 meetings -- or sorry -- two (2) people that I had any
24 level of discussion with on it. And that was
25 Mr. Muncaster and Mr. Houghton. You'll remember

1 during the cross-examination of Mr. Houghton when
2 Mr. Houghton brought it my attention that he had
3 concerns about this memo, and thought that there was
4 information in there that was sensitive but not
5 commercially sensitive, and that he was going to take
6 it to his chair. I recall at the time -- and as I
7 said in the cross-examination to Mr. Houghton -- that
8 should be an interesting conversation when you take it
9 to Mr. Muncaster.

10 MS. KATE MCGRANN: A couple of
11 questions about the phone call that Mr. Houghton made
12 to you. Do you recall him saying that he didn't
13 believe there was any commercially sensitive
14 information in the memo?

15 MR. PAUL BONWICK: I don't remember
16 that -- that exact language. I remember him calling
17 me and asking almost the same question you did to some
18 degree. It was just, you know, where did -- where did
19 you get this information?

20 MS. KATE MCGRANN: Did he express to
21 you any views about, one, whether you should have this
22 information; two, whether you should share it with
23 PowerStream?

24 MR. PAUL BONWICK: He suggested -- he
25 raised three (3) issues. One (1) is he asked where I

1 got it. Two (2) is he didn't think that it
2 necessarily should be shared with PowerStream or
3 anybody else for that matter. And the third point he
4 made was that he was going -- that he felt obliged to
5 bring it to Mr. Muncaster's attention.

6 MS. KATE MCGRANN: Did you understand
7 why he didn't think it should be shared with
8 PowerStream or anyone else?

9 MR. PAUL BONWICK: It wasn't a lengthy
10 conversation. But I think it was based on the fact
11 that it's referencing considerations that took place
12 within the committee during presentations by the
13 various bidders.

14 MS. KATE MCGRANN: Did you understand
15 him to be saying to you that you shouldn't be getting
16 information from members of the Strategic Task Team
17 and taking it to PowerStream or anybody else?

18 MR. PAUL BONWICK: No.

19 MS. KATE MCGRANN: What did you
20 understand him to be saying?

21 MR. PAUL BONWICK: I understood him to
22 say he was curious where I was getting -- where I had
23 received this information from. I understood him to
24 say that he didn't think it was appropriate to be
25 sharing it. And I understood him to say that he was

1 going to -- that he felt obliged to take the memo and
2 make his chairperson aware of it.

3 MS. KATE MCGRANN: Did you have any
4 other conversations with Mr. Houghton about this memo?

5 MR. PAUL BONWICK: No.

6 MS. KATE MCGRANN: Did you have any
7 other conversations with Mr. Houghton, more generally,
8 about information that he thought you should or should
9 not be getting or sharing?

10 MR. PAUL BONWICK: No.

11 MS. KATE MCGRANN: What did you do
12 with this memo after your conversation with
13 Mr. Houghton?

14 MR. PAUL BONWICK: By virtue of the
15 fact that you've got it, I'm going to say I saved it
16 in my computer.

17 MS. KATE MCGRANN: Did you share it
18 with anyone from PowerStream?

19 MR. PAUL BONWICK: Not that I recall
20 at all.

21 MS. KATE MCGRANN: Did you share the
22 information in the memo with anyone from PowerStream?

23 MR. PAUL BONWICK: Difficult to unhear
24 something. I suspect -- I believe I did through
25 verbal interaction, having heard some of this stuff

1 brought it out in general discussion, but in fairness
2 to PowerStream without qualifying it.

3 MS. KATE MCGRANN: I'm about to move
4 on to... Several people, it turns out, would like me
5 to suggest a lunch break now. So I'm going to suggest
6 a lunch break.

7 MR. PAUL BONWICK: I was just going to
8 ask if I could use a lunch break.

9 THE HONOURABLE FRANK MARROCCO:
10 Where's Mr. Hoffa? He's not here. He's here in
11 spirit.

12 All right. We'll take the -- take a
13 lunch break now, an hour.

14

15 --- Upon recessing at 12:29 p.m.

16 --- Upon resuming at 1:33 p.m.

17

18 CONTINUED BY MS. KATE MCGRANN:

19 MS. KATE MCGRANN: Could we turn up
20 ALE532, please?

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: This is an email
25 from yourself to John Glicksman on October 12th, 2011.

1 You've attached a document titled "10 12 2011."

2 You write:

3 "Hi John: Please review and pass
4 along the following information."

5 Could you pull up the attachment, which
6 is at ALE533, please?

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Scroll to the left.
11 Scroll to the top so we can see the title of the
12 document. The document titled "Collus Power, Collus
13 Solutions Employee Information." It lists employee
14 name blacked out -- position, company status, and some
15 other information which has been redacted.

16 Do you remember giving this information
17 to Mr. Glicksman in or around October 11th -- or 10th,
18 2011?

19 MR. PAUL BONWICK: Yes.

20 MS. KATE MCGRANN: And do you remember
21 where you got this information from?

22 MR. PAUL BONWICK: Yes.

23 MS. KATE MCGRANN: Where did you get
24 it from?

25 MR. PAUL BONWICK: Front desk at

1 Collus.

2 MS. KATE MCGRANN: You went to the
3 front desk at Collus?

4 MR. PAUL BONWICK: Yes.

5 MS. KATE MCGRANN: Do you remember
6 what you did to get this information?

7 MR. PAUL BONWICK: Asked for it.

8 MS. KATE MCGRANN: Do you remember why
9 you did that?

10 MR. PAUL BONWICK: We were looking --
11 there were -- there had been some discussions
12 regarding staff. This really wasn't what I was
13 looking for.

14 What we were looking for was the stuff
15 that's in the blacked-out version. I realize you
16 don't want to -- you can't show that -- the redacted I
17 guess is the proper terminology.

18 We were we are looking for retirement
19 dates, hire dates, years of service, to get a sense of
20 -- one (1) of the challenges that was brought to my
21 attention that is consistent with unfortunately many
22 industries, is an age demographic, who needs to be
23 repopulated. I guess that's a bit of a consideration
24 on PowerStream's part -- when people are leaving, how
25 long they've been there.

1 MS. KATE MCGRANN: You have correctly
2 identified that the redactions on this document were
3 placed there to protect personal --

4 MR. PAUL BONWICK: Yeah.

5 MS. KATE MCGRANN: -- information of
6 the people involved.

7 I understand you to be saying that the
8 person who -- who sat at the front desk of Collus?

9 MR. PAUL BONWICK: I don't know their
10 names.

11 MS. KATE MCGRANN: Do you remember
12 what you explained to them in order to obtain the
13 personal information of all of these employees from
14 them?

15 MR. PAUL BONWICK: Wrong -- wrongly so
16 perhaps, I -- I don't know this. I assumed it was
17 from the data room that they had, but I could be
18 mistaken.

19 MS. KATE MCGRANN: Do you remember
20 what you said to the person at the front desk of
21 Collus to obtain the personal information of all of
22 these employees?

23 MR. PAUL BONWICK: Either through Mr.
24 Houghton or Ms. Hogg, I would have asked if I could
25 get a copy of the list of employees. Obviously I

1 wasn't interested in dates of birth but more hire
2 dates, start dates, retirement dates. I assumed I was
3 asking for something that was out of the data room,
4 and I don't recall which one. I just remember going
5 to the front desk and there was a envelope there with
6 Collus PowerStream -- information on it.

7 MS. KATE MCGRANN: Am I right in
8 understanding your evidence that you --

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

10 MS. KATE MCGRANN: You --

11 MR. PAUL BONWICK: -- recall getting
12 it.

13 MS. KATE MCGRANN: I beg your pardon?

14 MR. PAUL BONWICK: That -- that's how
15 I recall getting this.

16 MS. KATE MCGRANN: Am I right in
17 understanding your evidence that you sent your request
18 for this information through either Mr. Houghton or
19 Ms. Hogg and they arranged for it to be available for
20 you to pick up at the front desk?

21 MR. PAUL BONWICK: I would have called
22 one of them. I don't -- remember the conversation
23 coming up. We were talking about who's staying, who's
24 going, how long they've been there, and I thought it
25 was just sort of a normal course of business to ask

1 for an employee list to give some sense -- it's a
2 relative -- as you can see, it's a relatively small
3 team, and so I think the loss of -- potential loss of
4 four (4) or five (5) people in a fairly short period
5 of time was a consideration for PowerStream; that's
6 what led to it.

7 But in answer to your question, I don't
8 recall who specifically I asked for the information
9 but I didn't -- I just assumed it was out of the data
10 room.

11 MS. KATE MCGRANN: Could we look at
12 paragraph 304 of the Foundation Document?

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: This paragraphs
17 describes that on October 11th, 2011, Daniel Miller
18 emailed yourself and McNeill looking for some more
19 information regarding the employee structure overview,
20 which is on page 4 of the RFP.

21 He said:

22 "We would like to know which
23 employees are in Collus Power,
24 Collus Solutions, and the Collus
25 Public Utilities Board. We would

1 also like to know for the employees
2 who are" --

3 If you could scroll down, please.

4 "We would also like to know for the
5 employees who are with Collus
6 Solutions and the Utility Board, the
7 rough percentage of time they spend
8 or is allocated to working for
9 Collus Power."

10 Is this the request that you were
11 responding to you when you obtained this information?

12 MR. PAUL BONWICK: If you -- excuse
13 me, sorry -- if you go up a little higher.

14 "Looking for some more information
15 regarding the employees."

16 I think what they're -- what they've
17 got by the sounds of things, or what I provided wasn't
18 sufficient in terms of --

19 I'm just reading this email. I assume
20 what they're trying to do is make a determination as
21 to where the people are allocated.

22 MS. KATE MCGRANN: I'd like to focus
23 on what you remember as opposed to your interpretation
24 of the emails as you sit here today, sir.

25 Do you remember if you obtained the

1 chart that we were looking at --

2 MR. PAUL BONWICK: No, I don't recall.

3 MS. KATE MCGRANN: -- in response to
4 this request?

5 MR. PAUL BONWICK: No, I do not
6 recall.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Some questions
11 about the work you did to provide assistance to Collus
12 with its PR or communications strategy, in relation to
13 the RFP.

14 Mr. Houghton's evidence was, you asked
15 him if they had a strategy or if they had some plans,
16 and he also said that you had offered to provide some
17 assistance.

18 Do you remember doing that?

19 MR. PAUL BONWICK: Yes.

20 MS. KATE MCGRANN: Can you tell me
21 what you remember about the initial approaches you
22 made to Mr. Houghton about Collus' PR or
23 communications strategy with respect to the RFP?

24 MR. PAUL BONWICK: Simply does he have
25 a communications strategy in place and does he -- if

1 he doesn't, does he require any support or help with
2 getting one put in place.

3 MS. KATE MCGRANN: Do you remember
4 when you made those enquiries and that offer?

5 MR. PAUL BONWICK: No.

6 MS. KATE MCGRANN: Did you have any
7 discussions with anyone at PowerStream about the fact
8 that you were going to ask those questions and make
9 that offer before -- before you had that conversation
10 with Mr. Houghton?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Can you tell us
13 what you remember about those conversations?

14 MR. PAUL BONWICK: I don't recall the
15 -- I don't recall the exact date, but in discussions
16 at one point with Mr. Fagen present, which is -- I'm
17 not sure what his title is now, but he was Director of
18 Communications, I believe, or Communications and Media
19 Relations.

20 The discussion come up about how Collus
21 was handling their communications strategy in terms of
22 unfolding dates, public notice beyond statutory public
23 notices. I think it was just a matter of -- I
24 shouldn't say I think. Out of that conversation, I
25 reached out to Ed and -- Mr. Houghton, and asked if he

1 had one and if he didn't, did he require some help
2 with it.

3 MS. KATE MCGRANN: Other than Mr.
4 Fagen, did you discuss this with anybody else at
5 PowerStream before you made the offer to Mr. Houghton?

6 MR. PAUL BONWICK: No.

7 MS. KATE MCGRANN: At any point in
8 time, did you stop to consider whether it was
9 appropriate for you, on behalf of one (1) of the
10 bidders, to be providing assistance to Collus
11 PowerStream with its communications strategy before
12 the responses had been submitted or a decision had
13 been made?

14 MR. PAUL BONWICK: No.

15 MS. KATE MCGRANN: What assistance did
16 you provide?

17 MR. PAUL BONWICK: I don't think I
18 provided a lot of assistance.

19 Can you bring up the documents, please?
20 Is there not a email chain or some stuff we seen
21 yesterday?

22 MS. KATE MCGRANN: I'm not sure what
23 exactly you'd like to refer to. I just want to know
24 what you remember doing.

25 MR. PAUL BONWICK: Very little on my

1 part. I think we looked at dates. Ed -- Mr. Houghton
2 responded that he had in fact put together a
3 communications plan on his own. I believe he shared
4 that with Mr. Fagen and I.

5 I'm not sure if we made any substantive
6 changes to it.

7 MS. KATE MCGRANN: So was your
8 assistance limited to receiving information about the
9 dates, providing comments on PowerPoint slides, and
10 other information that Mr. Houghton had already put
11 together?

12 MR. PAUL BONWICK: Yes.

13 MS. KATE MCGRANN: I understand that
14 you entered into a new contract with PowerStream
15 November 9th.

16 I ask that you be shown ALE852.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: Just two (2) or
21 three (3) questions about this document.

22 If you could go down to page 3, please.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: With respect to the
2 term of this agreement, it provides that:

3 "The term of this agreement shall be
4 from September 1st, 2011, until
5 December 31st, 2012, subject to
6 extension as mutually agreed to by
7 the parties."

8 It says:

9 "This agreement may be terminated at
10 any time by either party, by
11 providing sixty (60) days' written
12 notice, provided that this agreement
13 shall terminate on June 30th, 2012,
14 if no agreement for a transaction
15 involving Collus Power had been --
16 has been executed."

17 Do you remember discussions about the
18 inclusion of this mandatory termination clause in the
19 agreement?

20 MR. PAUL BONWICK: No, not discussion.
21 Typically in all -- certainly in the contracts that I
22 enter into, there's normally a termination clause that
23 can be exercised by either party with a -- a certain
24 number of written days' notice.

25 MS. KATE MCGRANN: I'm speaking

1 specifically with respect to the provision that the
2 agreement:

3 "Shall terminate on June 30th, 2012,
4 if no agreement for a transaction
5 involving Collus Power has been
6 executed."

7 MR. PAUL BONWICK: Oh, sorry. I
8 thought you were speaking about the 60-day written
9 notice one.

10 MS. KATE MCGRANN: That's no problem.

11 MR. PAUL BONWICK: Yes. On the June
12 30th, 2012 -- the idea moving beyond this was to
13 implement the regional growth strategy whereby you
14 would provide support to the Collus PowerStream team
15 in terms of identifying and helping facilitate
16 potential mergers or acquisitions or strategic
17 partnerships with other LDCs.

18 If the Collus Power deal fell apart --
19 Collus PowerStream deal fell apart for some reason or
20 didn't close, you would have to sit back down with Mr.
21 Bentz or his executive management team and talk about
22 whether or not there's a path forward and what that
23 might look like.

24 MS. KATE MCGRANN: That's not what
25 this says, is it?

1 MR. PAUL BONWICK: And --

2 MS. KATE MCGRANN: It doesn't provide
3 for you to sit down and negotiate a path forward. It
4 says it "shall terminate."

5 MR. PAUL BONWICK: I understand that,
6 but in terms of "shall terminate," you've lost -- if
7 it -- if the agreement was not formalized, if the
8 strategic alliance did not come to fruition, this
9 agreement in terms of the growth strategy is really no
10 longer applicable from PowerStream's point, so I
11 understood why they would want that in there.

12 My point is, you would re-engage and
13 have a discussion, even though this agreement is
14 terminated, to see if there's other opportunities, or
15 I simply would have.

16 MS. KATE MCGRANN: Did you make
17 disclosure of the fact of this new agreement to anyone
18 at the Town or Collus?

19 MR. PAUL BONWICK: No.

20 MS. KATE MCGRANN: Why not? Why not?

21 MR. PAUL BONWICK: It wasn't required.
22 Notice -- my level of engagement had already been
23 included. I don't -- when I'm providing disclosure,
24 I'm not going in and saying it's from November 15th to
25 March 12th. When you're identifying the terms of

1 disclosure, you're identifying what it is you're
2 providing for services. I don't know that most people
3 would expect you to articulate dates or termination
4 clauses.

5 MS. KATE MCGRANN: Did you turn your
6 mind to whether you should disclose this new
7 agreement, and in particular this term that predicates
8 the continuation of your work for PowerStream on a
9 successful execution of a transaction with Collus
10 Power to anyone at the Town or Collus?

11 MR. PAUL BONWICK: No.

12 MS. KATE MCGRANN: Could we look at
13 ALE916, please?

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: If we could scroll
18 down to the bottom of this email chain, please.

19 This email chain starts with an email
20 from Eric Fagen to individuals at PowerStream and
21 yourself, sent on behalf of Dennis Nolan,
22 confidential. It attaches the latest drafts of the
23 RFP response. They ask -- he indicates that this
24 includes several of your recommended changes.

25 And then if could scroll up.

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: You here are
4 providing -- you note that you've sent some
5 recommended changes to Dennis today regarding the
6 Information Services section.

7 You write:

8 "While the offer for back office
9 support will become a reality, I
10 highly recommend removing at the
11 time -- this time [sorry]. A
12 general offer of support will be
13 warm -- more warmly received than
14 telling them what we will provide.
15 The senior pert -- person for this
16 department is presently very
17 supportive. I don't want us to lose
18 that support."

19 Who is the senior person that you're
20 referring to there?

21 MR. PAUL BONWICK: I believe it was
22 Mr. Irwin but I'm not positive.

23 MS. KATE MCGRANN: Do you remember
24 where you got this information that the senior person
25 is very supportive and you're concerned that the

1 support might be lost based on what's currently
2 written in the RFP?

3 MR. PAUL BONWICK: The reason why I
4 say, I -- I assume, just because I know he is a senior
5 person in the back end. I had made enquiries through
6 staff that I know, through Mr. Houghton, through Mr.
7 Lloyd, in terms of as this situation is unfolding, how
8 are staff reacting.

9 It was common knowledge at this point
10 in time and I was curious is there apprehension, is
11 there a concern about job loss. It was shared with me
12 that generally speaking Mr. Houghton had done a -- a
13 good job at communicating with staff in terms of this
14 is a growth strategy, not a reduction strategy.

15 That being said, you want to tread
16 carefully, in my opinion, and so it was more of a
17 tactical recommendation rather than coming in and
18 saying here's what's going to happen, avoid that until
19 you're into a situation where you can work with the
20 person to resolve any changes that are going to be
21 required.

22 MS. KATE MCGRANN: You say that it's
23 common knowledge at this point in time. It's our
24 understanding that the public is not advised about the
25 fact of the RFP until sometime after this, later in

1 November.

2 So who are you saying it was common
3 knowledge to?

4 MR. PAUL BONWICK: The senior
5 management teams at Collus.

6 MS. KATE MCGRANN: Senior management
7 teams at Collus?

8 MR. PAUL BONWICK: Yes.

9 MS. KATE MCGRANN: Could we turn to
10 paragraph 473 of the Foundation Document, please?

11 This email describes -- sorry, this
12 paragraph describes an email that you sent to Mr.
13 Glicksman on the evening of January 13th, 2012.

14 You write:

15 "The CAO attempted to cause some
16 problems in the middle of the week,
17 requesting the Town lawyer to add
18 some last minute items that were
19 contrary to the ongoing discussion
20 and agreement. The CAO has since
21 been engaged at the political level
22 and has a very clear understanding
23 of the level of support expected at
24 this late date. No more problems
25 expected."

1 Do you remember sending this email?

2 MR. PAUL BONWICK: Yes.

3 MS. KATE MCGRANN: Do you remember
4 what you meant when you wrote "the CAO has since been
5 engaged at the political level"?

6 MR. PAUL BONWICK: My understanding at
7 that point was that the Mayor, the Deputy Mayor, I was
8 under the impression the Municipal lawyer had met with
9 Ms. Wingrove to address her issue -- issues.

10 MS. KATE MCGRANN: When you say the
11 "Municipal lawyer," who are you referring to?

12 MR. PAUL BONWICK: I didn't know who
13 the -- there were several of them.

14 MS. KATE MCGRANN: Did you know at the
15 time who you were talking about?

16 MR. PAUL BONWICK: No.

17 MS. KATE MCGRANN: Who --

18 MR. PAUL BONWICK: I was told a lawyer
19 was engaged. It wasn't always provided a -- a name.

20 MS. KATE MCGRANN: Where did you get
21 this information from?

22 MR. PAUL BONWICK: I think this is
23 post-approval, they're going through getting the
24 closing documents all ready, confirmatory bylaw, and I
25 can't confirm but I believe it came at the -- when I

1 reached out to Ed and asked how -- Mr. Houghton and
2 asked how things were going, I believe it was Mr.
3 Houghton that suggested that there's some problems
4 with some language in the confirmatory bylaw but that
5 situation seems to be getting resolved and here's
6 what's going to happen.

7 MS. KATE MCGRANN: The fact that the
8 CAO was causing problems and the CAO had been engaged
9 at a political level, was that also information that
10 you received from Mr. Houghton?

11 MR. PAUL BONWICK: I don't recall
12 that.

13 MS. KATE MCGRANN: Do you remember who
14 you got that information from?

15 MR. PAUL BONWICK: No.

16 MS. KATE MCGRANN: At the December 5th
17 Council meeting, Mr. Chadwick declared a conflict with
18 respect to the RFP. Were you aware that he had done
19 that?

20 MR. PAUL BONWICK: Yes. After the
21 fact.

22 MS. KATE MCGRANN: When did you become
23 aware of that fact?

24 MR. PAUL BONWICK: He told me that he
25 declared a conflict.

1 MS. KATE MCGRANN: When?

2 MR. PAUL BONWICK: I don't -- don't
3 recall the date. Shortly thereafter.

4 MS. KATE MCGRANN: Do you know if he
5 told you before the sub -- the Council vote on January
6 23rd?

7 MR. PAUL BONWICK: No.

8 MS. KATE MCGRANN: Did he tell you
9 that he declared a conflict because he understood that
10 the work he was doing for you is being supplied to
11 PowerStream?

12 MR. PAUL BONWICK: He told me after
13 the fact that he had declared a conflict, because I
14 was engaged with PowerStream and he was under the
15 impression that indirectly I was -- or indirectly I
16 was forwarding on the e-service to them.

17 MS. KATE MCGRANN: What did you say in
18 response to that conversation?

19 MR. PAUL BONWICK: That was his
20 choice, as with all municipal councillors, it's their
21 prerogative to declare conflicts or not declare
22 conflicts.

23 MS. KATE MCGRANN: Did you tell him
24 that his work was not being provided to PowerStream?

25 MR. PAUL BONWICK: Yes. I -- I'm

1 taking too much time there, so I'm not 100 percent
2 positive that I did. I would have, I'm sure.

3 MS. KATE MCGRANN: Do you specifically
4 recall telling him that?

5 MR. PAUL BONWICK: No.

6 MS. KATE MCGRANN: The documents
7 indicate that in early October you facilitated the
8 provision of the systems by PowerStream to a friend of
9 Mr. Lloyd's who was working in Barrie.

10 Do you know what I'm talking about?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Can we look at
13 paragraph 298, please?

14 This paragraph summarizes that in
15 response to -- to Mr. Lloyd's request to you -- what
16 did you do when Mr. Lloyd reached out to you for help
17 on behalf of his friend?

18 MR. PAUL BONWICK: Mr. -- Mr. Lloyd
19 contacted me, informed me based on the limited
20 understanding that he had of a situation that his
21 friend, and it turns out when I found out the name, my
22 friend was experiencing in Barrie he ran a small
23 machine -- well, I don't know how small it was, it was
24 a machine shop and there was some issues with regards
25 to a move that was taking place and a transformer that

1 was supposedly on back order was the -- basically the
2 details that he provided me.

3 He advised me that his friend from
4 Barrie, Mr. Beggs -- I shouldn't say that -- informed
5 me that his friend from Barrie was at a standstill in
6 terms of his ability to continue to operate the
7 business or get the business up and operating based on
8 some lag time on a transformer that PowerStream serves
9 that territory and was there anything that -- was
10 there anybody that I could put him in touch with or
11 anybody I could contact to help address the situation.

12 MS. KATE MCGRANN: What did you do?

13 MR. PAUL BONWICK: I contacted Mr.
14 Henderson. Mr. Henderson, I believe, was the VP of
15 operations at that time.

16 I declared the -- declared -- I
17 described the situation based on what had been
18 described to me and I asked Mr. Henderson if he could
19 reach out to the appropriate person in Barrie to
20 inquire what the status is and is there anything that
21 could be done to help address the situation.

22 MS. KATE MCGRANN: So this paragraph
23 summarizes that Mr. Henderson sent an email to you
24 describing the help provided to Deputy Mayor Lloyd's
25 friend, we now know your friend.

1 Mr. Henderson asked Mr. Bonwick to
2 subtly let the Deputy Mayor know that PowerStream went
3 beyond the norm in helping with this project.

4 You had responded that the help
5 provided by PowerStream was very useful, as it
6 provides Deputy Mayor Lloyd an opportunity first-hand
7 to blow our horn during review stage. You forward Mr.
8 Henderson's email to Deputy Mayor Lloyd writing let's
9 chat, and if we could scroll down a little bit more.

10 It appears that -- well, you forward
11 Deputy Mayor Lloyd the following language with the
12 message "as per your request". And here's a thank you
13 letter from Deputy Mayor Lloyd to Mr. Henderson.

14 Did you draft a thank you letter from
15 the Deputy Mayor to Mr. Henderson at his request?

16 MR. PAUL BONWICK: Yes.

17 MS. KATE MCGRANN: At any point in
18 time did you consider whether the assistance that you
19 provided to Deputy Mayor Lloyd's friend and you're
20 drafting of the thank you letter here, was
21 inappropriate or was something that you shouldn't be
22 doing given the RFP that was ongoing, the nature of
23 your retainer with PowerStream, the fact that Deputy
24 Mayor Lloyd was on the committee reviewing the
25 responses?

1 MR. PAUL BONWICK: No, I think to back
2 up to the letter here, obviously I let Mr. Lloyd know
3 that PowerStream had somehow provided a satisfactory
4 solution to the situation, perhaps in their email now
5 knowing that they overstated the way they went above
6 and beyond.

7 That being said, I suggested that -- or
8 sorry, Rick suggested that he would like to say thank
9 you; asked if I would put together a -- a quick draft.
10 I suggested an email so I put together the draft for
11 him and I see nothing wrong with -- well, a lifelong
12 friend reaching out to a -- one of the only elected
13 officials that he'd have a relationship with to ask if
14 he has any contacts to help resolve his issue.

15 MS. KATE MCGRANN: Well, I'm not
16 questioning the decision that your friend made to
17 reach out to Deputy Mayor Lloyd.

18 I'm asking you whether you thought that
19 the interfacing that you did here, the suggestion that
20 you could ask Deputy Mayor Lloyd to subtly blow
21 PowerStream's horn in the context of the RFP, was
22 something you should be doing while you're in the
23 middle of an RFP situation?

24 MR. PAUL BONWICK: Yes. To have -- in
25 my mind have demonstrated that PowerStream is able to

1 engage and satisfy issues with a small business when
2 it's brought to their attention is of value, I don't
3 see it as a -- conflicting information.

4 I had found out subsequently just
5 through the testimony that, in fact, he didn't follow
6 my advice or bring the matter up within the committee
7 or the task team to say, hey, I just had this
8 experience and it was very positive.

9 Unfortunately, he didn't do that.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: Can we look at
14 FD501, please?

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: This is just to
19 help orient us in time. This is an email that you
20 send on January 19th, 2012. I'm going to ask that you
21 be shown the email itself. We'll go to TOC84157.0001.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: Scroll to the

1 bottom of that email chain, please.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: You write in this
6 email chain to Sandra Cooper, Rick Lloyd, and Ed
7 Houghton:

8 "Ed mentioned that the mayor had
9 asked for a motion to be available
10 for a meeting this afternoon for
11 review by CAO, clerk, and Ed.
12 I would respectfully suggest that
13 the mayor bring in Rick and Leo
14 either in person or online. This
15 will provide an opportunity to
16 provide clear direction to Leo and
17 the CAO from both members of the
18 review team, who also happen to be
19 mayor and deputy mayor."

20 And then you -- you say:

21 "If the mayor believes this approach
22 to be reasonable, I would suggest it
23 must take place this afternoon."

24 What prompted you to send this email to
25 Mayor Cooper, Deputy Mayor Lloyd, and Mr. Houghton?

1 MR. PAUL BONWICK: Again, this is
2 post-approval. Somebody has obviously made me aware -
3 - sorry, let me take a second and read it again.

4 MS. KATE MCGRANN: Yeah. Please go
5 ahead.

6

7 (BRIEF PAUSE)

8

9 MR. PAUL BONWICK: So, Ed has
10 obviously advised me that the mayor has asked for a
11 motion to be available. I've followed up. I'm
12 obviously sensitive to timing and making sure things
13 are done in an orderly and timely fashion.

14 I would respectfully suggest the mayor
15 bring in, if you were wording it properly, it would
16 have been Mr. Lloyd and Mr. Longo, either in person or
17 online, I think that sort of speaks for itself, to
18 make sure that all participants are engaged in the
19 discussion.

20 If you're dealing with a motion, it
21 would be better to have more people involved in it
22 than less. This will provide an opportunity for -- to
23 provide clear distru -- instruction -- or direction,
24 sorry.

25 "Both members of the review team

1 also happen to be mayor and deputy
2 mayor.

3 If the mayor believes this to be a
4 reasonable -- a reasonable approach,
5 I would suggest it take place this
6 afternoon. Kind regards."

7 It's -- it's a recommendation and it's
8 contingent on the mayor thinking that it's a
9 reasonable approach.

10 MS. KATE MCGRANN: So, I've read the
11 email to you and you've now read it to me.

12 MR. PAUL BONWICK: Correct.

13 MS. KATE MCGRANN: Do you remember why
14 you sent this email to the mayor, deputy mayor, and
15 Mr. Houghton?

16 MR. PAUL BONWICK: So --

17 MS. KATE MCGRANN: Do you remember
18 why?

19 MR. PAUL BONWICK: I think I just
20 informed you that it's self-explanatory.

21 MS. KATE MCGRANN: Do you remember --
22 leaving aside what the email says, do you remember why
23 you sent this email?

24 MR. PAUL BONWICK: Not specifically.
25 I am -- as I qualified it, I said my interest was adva

1 -- is making sure that the process was advancing in a
2 timely fashion and that the appropriate people were
3 brought to bear, whether it was on this issue or any
4 other, for that matter.

5 MS. KATE MCGRANN: Do you remember why
6 you only sent this email to the mayor, the deputy
7 mayor, and Mr. Houghton?

8 MR. PAUL BONWICK: No.

9 MS. KATE MCGRANN: Did you have any
10 concerns at the time --

11 MR. PAUL BONWICK: I wasn't --

12 MS. KATE MCGRANN: -- or did you think
13 -- sorry, go ahead.

14 MR. PAUL BONWICK: My apologies. I
15 wasn't in a position to be giving recommendations to
16 Mr. Longo, nor to Ms. Wingrove. I'm simply providing
17 a suggestion as it relates to timing and bringing
18 together the right people to get something done in an
19 appropriate period of time.

20 MS. KATE MCGRANN: Explain to me why
21 you're in a position to be making a suggestion or a
22 representation to the mayor, the deputy mayor, and Mr.
23 Houghton but not to CAO Wingrove.

24 MR. PAUL BONWICK: Okay. So, do you
25 want me to explain to you the municipal structure of

1 government?

2 MS. KATE MCGRANN: No. I just want
3 you to explain to me why you felt you could be making
4 a recommendation to these three (3) people and not to
5 the CAO, who you were also considering will be
6 included in this meeting.

7 MR. PAUL BONWICK: I was making a
8 recommendation that she be included in the meeting.
9 At that point in time, Sandra was obviously -- the
10 mayor was clearly hosting one (1). I made a
11 recommendation to bring other people into the meeting
12 that I'm going to recommend to them that they attend
13 and not recommend to the mayor.

14 I'm confused by the line of
15 questioning. I'm trying to answer it, but the email
16 is self-explanatory. It's clearly related to time
17 lines and pe -- getting people engaged. And it's --
18 the last sentence says it all. It's a -- it's a
19 recommendation if you think it's a reasonable
20 approach.

21 You understand that I'm an agent for
22 PowerStream and, as such, has been identified as the
23 successful bidder, would feel there's a responsibility
24 to help keep things on track and moving forward.

25 MS. KATE MCGRANN: Could we scroll up

1 in the email, please?

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: We see Mayor Cooper
6 respond:

7 "Hello, Paul. I will email Leo to
8 be included likely around 2:00-ish."

9 And then if you scroll up a little bit
10 further, you write back to Mayor Cooper directly and
11 you say:

12 "I can give you some last-minute
13 update on the Aird Berlis in an
14 hour."

15 Do you remember what that was about?

16 MR. PAUL BONWICK: No. No. No idea.
17 I did not have direct dialogue with Aird & Berlis or
18 Berlis.

19 MS. KATE MCGRANN: Could we go to
20 paragraph 502 of the Foundation --

21 THE HONOURABLE FRANK MARROCCO: Ju --
22 just before you do that, would you just go down to the
23 -- scroll up to -- in your -- in the email, Mr.
24 Bonwick, it says:

25 "I would suggest it must take place

1 -- the meeting must take place this
2 afternoon."

3 Was there some time pressure that was
4 causing you to say that?

5 MR. PAUL BONWICK: When you're dealing
6 with motions, Your Honour -- and I understand the
7 rules have changed since this period of time, but
8 during that period of time, motions typically needed
9 to be included in the agenda by -- it was either four
10 o'clock on a Thur -- four or five o'clock on a
11 Thursday afternoon in order to meet the following
12 Monday Council meeting or you need something along the
13 lines of unanimous consent to introduce something
14 beyond that window or some sort of bylaw.

15 I'm not sure exactly how that worked.
16 But to answer your question, if you do not have the --
17 the business of Council into the clerk's office and
18 posted by the end of day Thursday, then you've missed
19 that Monday and you're typically on to the --

20 THE HONOURABLE FRANK MARROCCO: All
21 right.

22 MR. PAUL BONWICK: -- two (2) weeks
23 after that.

24 THE HONOURABLE FRANK MARROCCO: Okay.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: If we could go to
3 paragraph 502 of the Foundation Document, please --
4 oh, 50 -- no, that's right. Thank you. This
5 paragraph describes at 7:02 p.m. you report on that
6 meeting to Mr. Glicksman and Mr. Nolan and you write:

7 "The meeting went very well this
8 afternoon with the Town's lawyers,
9 mayor, deputy mayor, CAO, and Ed.
10 The motion is completely in keeping
11 with our discussion. It's subject
12 to the satisfaction of the mayor
13 with no mention of their lawyer.
14 The discussion left no room for
15 misinterpretation in regards to
16 expectation Monday night."

17 Did you attend the meeting?

18 MR. PAUL BONWICK: No.

19 MS. KATE MCGRANN: Where did you get
20 this information from?

21 MR. PAUL BONWICK: So, I received the
22 information, I believe, from Mr. Houghton. I knew the
23 meeting was taking place on Thursday. I'll go back to
24 the point. The partner has been chosen. Part of my
25 responsibilities through the government relations side

1 is to try to keep things on track as it relates to
2 timing.

3 And so, it would only seem reasonable
4 that I would follow up with Mr. Houghton to inquire if
5 there's any problems or if everything went smoothly
6 and if we're still on track for Monday.

7 There's no state secrets. There's no -
8 - anyways, I won't banter with it. It says what it
9 says. And that's where I would have got the
10 information.

11 MS. KATE MCGRANN: It says:

12 "The motion is completely in keeping
13 with our discussion. It's subject
14 to the satisfaction of the mayor
15 with no mention of their lawyer."

16 What discussion are you talking about
17 there?

18 MR. PAUL BONWICK: There had been --
19 there had been ongoing discussions related to
20 information Mr. Nolan had provided the municipality.
21 My understanding is that there was -- and I didn't
22 know at the time the level of push-back or comments
23 that were being provided in regards to it.

24 All I knew was that Mr. Mo -- Nolan had
25 provided advice or had provided a draft. And I was

1 simply following up to say my understanding is, based
2 on the feedback that I got, that the meeting went
3 well, everything is in keeping with what's transpired
4 over the last few days and you're good to go.

5 MS. KATE MCGRANN: By the discussions
6 that you write about in this email, who was that
7 discussion with?

8 MR. PAUL BONWICK: It would have been
9 John Glicksman --

10 MS. KATE MCGRANN: And in --

11 MR. PAUL BONWICK: -- and possibly --
12 and excuse me, sorry -- and quite possibly
13 Dennis Nolan.

14 MS. KATE MCGRANN: Did you have any
15 concern -- in either your correspondence to the mayor
16 or deputy mayor -- deputy mayor and Mr. Houghton or
17 in -- with respect to the report that you got back --
18 that those individuals thought that they were dealing
19 with you as a personal friend and advisor and not as
20 an agent to a counterparty to a transaction that was
21 in the middle of being negotiated?

22 MR. PAUL BONWICK: So you're going to
23 have to check your dates. I don't believe it's in the
24 process of being negotiated. I believe the
25 negotiations are complete.

1 What you're doing now is you're moving
2 forward to confirmatory bylaws and putting in place
3 the agreements or authorizing the clerk and the mayor
4 to sign the appropriate agreements, based on the
5 negotiations that have already transpired.

6 I don't believe that Mr. Houghton,
7 Mayor Cooper, or Deputy Mayor Lloyd thought I was
8 reaching out as a -- a friend or a sibling to ask if
9 this meeting could take place prior to the end of day
10 on Thursday.

11 Through the disclosure, they would have
12 known that I was an agent for PowerStream. Then
13 again, I keep hearing that term. I was a consultant
14 for PowerStream and as part of that was trying to
15 facilitate a timeline that kept things on track.

16 MS. KATE MCGRANN: Did you draw a
17 distinction in your mind or did you think there was a
18 difference between being a consultant to PowerStream
19 and an agent of PowerStream?

20 MR. PAUL BONWICK: "Agent" sounds a
21 lot cooler. I never really thought of it until it was
22 brought up here. It's the first time I've heard the
23 name.

24 MS. KATE MCGRANN: So it's not
25 something you thought about at the time.

1 MR. PAUL BONWICK: To answer your
2 question, I had never heard myself described as an
3 agent until this hearing commenced.

4 MS. KATE MCGRANN: In receiving this
5 information from Mr. Houghton, did you let him know
6 that he would be reporting back to PowerStream?

7 MR. PAUL BONWICK: No.

8 MS. KATE MCGRANN: Did you have any
9 thought at the time as to whether you were maybe being
10 brought in on confidential or solicitor-client
11 privileged conversations that shouldn't be shared?

12 MR. PAUL BONWICK: Absolutely, no.

13 MS. KATE MCGRANN: If we could go to
14 paragraph 527 in the Foundation Document, please.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: So this paragraph
19 describes that on January 23rd, 2012 -- no, let's just
20 go to the email. I think that will be -- it'll be
21 better. Let's go to CJI576.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: So if we could

1 scroll to the bottom of this email chain. We see that
2 Mr. Chadwick writes to you, subject "chat":

3 "I'm at Council right now. Can we
4 chat tomorrow? Have a 10:30
5 meeting, then a 6:30 p.m. too."

6 Do you remember receiving this email
7 from Mr. Chadwick?

8 MR. PAUL BONWICK: Yes.

9 MS. KATE MCGRANN: Do you remember why
10 he was emailing you looking to chat at this time?

11 MR. PAUL BONWICK: Can you scroll up?
12 That's what I thought. You can scroll back down.

13 MS. KATE MCGRANN: Do you want to see
14 the whole thing before we get started?

15 MR. PAUL BONWICK: That's fine. He
16 was looking -- his services had been terminated, and
17 he was looking to pick up his last pay cheque.

18 MS. KATE MCGRANN: Why had his
19 services been terminated?

20 MR. PAUL BONWICK: I wasn't getting
21 any response. We didn't get a lot of feedback. It's
22 a pilot. I considered re-enacting it again and
23 broadening it. But at that point in time, there just
24 didn't seem to be getting a lot of feedback from him.

25 MS. KATE MCGRANN: And you're -- is it

1 the e-clipping service you had told us about?

2 MR. PAUL BONWICK: Yes. Yeah.

3 MS. KATE MCGRANN: So you respond:

4 "Okay. I was going to ask if you
5 could speak to industry trend in
6 leading the way. You likely know
7 more about the industry than others
8 at the table."

9 In this email, are you asking him to
10 speak to industry trends in leading the way at the
11 Council meeting that evening that was concerning the
12 RFP and the selection of PowerStream as the -- as the
13 partner?

14 MR. PAUL BONWICK: No.

15 MS. KATE MCGRANN: What were you
16 writing about?

17 MR. PAUL BONWICK: Industry trends.
18 Excuse me. If the opportunity presented itself, it
19 would be to speak to what's happening in the
20 electrical -- in the LDC world or in the electricity
21 sector across the province in trends that are leading
22 the way. I mean, it's not very well worded, but it
23 looks like I'm punching away without doing it in any
24 kind of great detail.

25 MS. KATE MCGRANN: And were you asking

1 him to speak about those topics at the Council meeting
2 that evening?

3 MR. PAUL BONWICK: I was going to ask
4 him, yes.

5 MS. KATE MCGRANN: Do you remember if
6 you had the conversation with Mr. Chadwick about why
7 he had declared himself in conflict at the
8 December 5th meeting by this point in time?

9 MR. PAUL BONWICK: Yes.

10 MS. KATE MCGRANN: And had you?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: Can we scroll up a
13 little bit further, please.

14 Given that conversation, did you stop
15 and consider whether you may be putting Mr. Chadwick
16 in a difficult situation by asking him to speak about
17 industry trends and the other things at a Council
18 meeting where Council was going to be asked to vote on
19 the question or not of whether to partner with
20 PowerStream?

21 MR. PAUL BONWICK: No. Mr. Chadwick
22 was no longer in my employ. He was -- he had spent
23 several weeks putting together -- collecting articles
24 on the energy sector, both in Ontario and across
25 Canada. I suspect he had more understanding and

1 knowledge than most sitting around the Council table
2 related to those trends and, in my opinion, that would
3 offer nothing but value.

4 MS. KATE MCGRANN: Mr. Chadwick has
5 not been paid for all of the work he did for you in
6 that respect at this point in time, correct?

7 MR. PAUL BONWICK: Correct.

8 MS. KATE MCGRANN: Did you consider
9 whether asking him to speak about that information at
10 a Council meeting where PowerStream was being voted on
11 as a potential partner could put him in a difficult
12 situation with respect to conflict?

13 MR. PAUL BONWICK: No. If he were
14 terminated on Friday and hadn't been paid on Tuesday
15 and somebody asked me, were you still working for the
16 company, would you consider yourself employed or have
17 some sort of link to them?

18 MS. KATE MCGRANN: If you look at the
19 email chain as it continues up, Mr. Chadwick responds
20 on January 23rd at 7:17:

21 "Still want to chat this week.
22 Would like to drop by and pick up
23 the final cheque. It's been a lean
24 month for me."

25 And you respond:

1 "Yes. We should meet. I would like
2 to discuss growth strategy as well.
3 They are interest in expansion that
4 requires monitoring. Tomorrow
5 afternoon works from my office."

6 That, to me, reads as if you are
7 suggesting that there may be additional work for him
8 to do, not that there's no demand for his work and
9 that he's been terminated.

10 Can you help me understand what's going
11 on here?

12 MR. PAUL BONWICK: Let me just read in
13 there where he's being offered a position.

14 "Yes. We should meet. I would like
15 to discuss growth strategy as well.
16 They are interest in expansion that
17 requires monitoring. Tomorrow
18 afternoon works from my office."

19 I'm not sure how you derive the
20 conclusions you do.

21 MS. KATE MCGRANN: Could we turn up
22 CJI580, please.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: Start at the bottom
2 of this email chain, please. Scroll up, up, up.

3 So this is where we just left off:

4 "We should meet. I would like to
5 discuss growth strategy as well."

6 You just walked me through that email.
7 Could we scroll up a little bit further, please.

8 He responds what's a good time,
9 suggests some time, and explains some time constraints
10 he has. You follow up to schedule a meeting. Scroll
11 up further. Like you have scheduled a meeting. Keep
12 going.

13 Mr. Chadwick writes to you on
14 January 28th:

15 "How did your meeting with
16 PowerStream go? Are they interested
17 in further work?"

18 And he gives you a link to an article
19 about his book. He says:

20 "I'm off to Toronto for a convention
21 next week. Can we get together when
22 I come back?"

23 Scroll up. You respond:

24 "Yes. They want me to present a
25 six-month plan, including monitoring

1 from provincial government. Please
2 keep going until we chat."

3 And then you ask him if he's going to a
4 rally tomorrow. What are you saying to him in that
5 email?

6 MR. PAUL BONWICK: I don't recall
7 sending it. They wanted:

8 "They want me to present a six-month
9 plan, including monitoring from
10 provincial government."

11 I'm not sure if you're aware of the
12 fact or not, but the provincial government and the
13 political parties within the provincial government
14 also contain a news clipping service. I'm reading
15 into it at this point in time. And I'm not even:

16 "Yes. They want me to present a
17 six-month plan, including monitoring
18 from provincial government. Please
19 keep going until we chat."

20 What's your question again? I'm trying
21 to --

22 MS. KATE MCGRANN: Did Mr. Chadwick
23 continue to do the work for you that he had previously
24 been doing?

25 MR. PAUL BONWICK: I -- not for

1 PowerStream. We moved on and we -- and again I'd have
2 to get the records out, the employment records, but we
3 started providing a broader scope of service, our news
4 clipping service within the mining and the energy
5 sector.

6 MS. KATE MCGRANN: When he asks you
7 how did your meeting with PowerStream go, are they
8 interested in further work, and you write back "yes",
9 are you referring to PowerStream's interest in further
10 work from Mr. Chadwick?

11 MR. PAUL BONWICK: I -- you'd have to
12 ask Mr. Chadwick that. I read that and he's -- could
13 be either asking are they interested in further work
14 from me or are they interested in further work for
15 him. It must be for me because he never worked for
16 them at any time.

17 MS. KATE MCGRANN: Could we turn to
18 TOC119889.0001, please? Scroll to the bottom. That's
19 perfect. Further down. Thank you.

20 This is an email from Rick Lloyd to
21 yourself and Sandra Cooper on March 10th, 2012. He
22 writes:

23 "Sandra, I would really like to meet
24 with you and Paul asap. I need to
25 discuss my concerns I have about

1 Kim. I've had enough and the lack
2 of ability, I am so pissed, I really
3 want to deal with it asap."

4 And then he goes on to describe how he
5 feels about the situation. Was this the first time
6 that you had had a discussion with Deputy Mayor Lloyd
7 and Mayor Cooper about Deputy Mayor Lloyd's concerns
8 about Kim Wingrove?

9 MR. PAUL BONWICK: This matter,
10 absolutely.

11 MS. KATE MCGRANN: Scroll up.
12 You have emailed Mayor Cooper directly
13 writing:

14 "Howdy, please give me a call when
15 you have time available, I will be
16 on the road for the next couple of
17 hours."

18 Do you remember if you connected with
19 your sister about Mr. Lloyd's email?

20 MR. PAUL BONWICK: Yes.

21 MS. KATE MCGRANN: And what did you
22 discuss with her?

23 MR. PAUL BONWICK: I had no idea what
24 was going on. These are one of those sort of moments
25 where you go "wow", I have no idea why I'm included.

1 Not making any excuses for -- for the Deputy Mayor, he
2 doesn't always use the same type of language that
3 people might use in -- in this arena.

4 I just went this is pretty bizarre, you
5 -- you might want to deal with this and that was the
6 end of it from my end. I just -- I had no idea why I
7 was copied on it and I think you heard the Deputy
8 Mayor suggest -- or the former Deputy Mayor suggest
9 that it was inappropriate. He apologized and the
10 Mayor gave him a blast for even sending it out.

11 MS. KATE MCGRANN: Do you -- did you
12 have any further discussions with either Mayor Cooper
13 or Deputy Mayor Lloyd about Ms. Wingrove after you
14 received this email correspondence?

15 MR. PAUL BONWICK: There was no
16 follow-up at all from me on this matter.

17 MS. KATE MCGRANN: Was there follow-up
18 with either of them or from either of them with you?

19 MR. PAUL BONWICK: I -- no.

20 MS. KATE MCGRANN: Could we go to
21 TOC0139977.0001, please? Can we scroll down to the
22 bottom of this email chain, please?

23 This email chain starts with an email
24 from Dale West to Rick Lloyd on April 11th, 2012. He
25 says:

1 "Hint to Sandra that calling Adams
2 in the next few minutes would be a
3 good idea. We can't have reporters
4 saying Mayor hasn't returned calls
5 on this issue, and with the internet
6 they are getting their majority
7 version ready to post."

8 Do you know who Adams is in Mr. West's
9 email here?

10 MR. PAUL BONWICK: Ian Adams was the
11 reporter for -- I believe it was the -- the paper is
12 on longer in business -- the Enterprise Bulletin was
13 the name of the paper back in that day, I believe. Or
14 the Collingwood Enterprise Bulletin, one or the other.

15 MS. KATE MCGRANN: If we scroll up a
16 little bit further. Mr. Lloyd responds to Mr. West.
17 Scroll up a little bit further. Little bit further.

18 Mr. West to Mr. Lloyd says that he's
19 talked to the Mayor, she said she had talked to him
20 this morning. I told her he knew more than he was
21 saying, it's important to keep him on our side.

22 And then he pastes Keith Hull's
23 response to Ian's tweet. If we could scroll up
24 earlier -- sorry, scroll up further.

25 Mr. Lloyd then forwards this

1 conversation to you. Do you remember receiving this
2 email chain?

3 MR. PAUL BONWICK: Yes.

4 MS. KATE MCGRANN: Did you have any
5 discussions with Mr. Lloyd about this email chain?

6 MR. PAUL BONWICK: Yes.

7 MS. KATE MCGRANN: What do you
8 remember discussing with him?

9 MR. PAUL BONWICK: Mr. Lloyd -- or --
10 Mr. Lloyd was frustrated that he did not feel that the
11 Mayor was managing her relationship with the reporter
12 very well, asked if I would give her comment to her or
13 share my perspective on the importance of trying to
14 maintain or nurture that relationship.

15 MS. KATE MCGRANN: And then we can see
16 that it seems that you did that, you sent an email on
17 to Mayor Cooper saying "I would get on top of this
18 quickly." Do you see that?

19 MR. PAUL BONWICK: Right.

20 MS. KATE MCGRANN: Did you have any
21 conversations with Mayor Cooper about this beyond what
22 we can see in this email?

23 MR. PAUL BONWICK: I don't recall our
24 conversation specific to this email. We did speak
25 from time to time on matters related to managing

1 relationships with the media.

2 MS. KATE MCGRANN: Did you think to
3 yourself at this time that this might be an issue that
4 you shouldn't be involved in?

5 MR. PAUL BONWICK: I was not speaking
6 to the content, I'm speaking to whether or not you
7 should be following up with a reporter or not when
8 they're trying to meet with you. Whether they're
9 talking about snow removal on First Street or whether
10 they're talking about whatever matter the Town.

11 My point is that maintaining -- trying
12 to maintain a reasonable working relationship with the
13 media is -- is a smart thing to do.

14 MS. KATE MCGRANN: Did you think about
15 whether or not this was an issue that maybe you
16 shouldn't be involved in?

17 MR. PAUL BONWICK: I don't see myself
18 getting involved in the issue. Again, clearly look at
19 things from a -- from a different perspective, I think
20 I'm suggesting to her that based on concerns brought
21 forward by two of her councillors that she's not
22 returning calls or meeting with a specific member of
23 the media that she should get on top of this, they've
24 got concerns.

25 I'm not interested in the topic, I'm

1 interested -- or sorry, I'm not interested in the meat
2 of the issue, I'm suggesting to her that she needs to
3 engage because she's got two councillors that are
4 suggesting she's not.

5 MS. KATE MCGRANN: If we could turn to
6 TOC139863.0001, please? Scroll down, it's still April
7 11th, 2012.

8 I see Dale West has sent an email to
9 Mr. Lloyd with a copy of an Ian Adam's tweet. If you
10 could scroll up.

11 Once again, Deputy Mayor Lloyd forwards
12 this to you and we see that you then forward this to
13 Mayor Cooper with the header "confidential".

14 "Read Dale's email to Rick, this is
15 about to explode on you. Do you
16 have time to chat today?"

17 Why did you mark this email
18 confidential?

19 MR. PAUL BONWICK: No idea. I don't
20 remember sending email.

21 MS. KATE MCGRANN: Did you think at
22 any point in -- in this interaction that this was a
23 Council matter that you shouldn't have been included
24 in?

25 MR. PAUL BONWICK: Again, I'm not

1 getting into the meat of the issue as it relates to
2 Ms. Wingrove's rationale as to why or what's happening.

3 I'm simply showing her that there's --
4 there's communications that are concerned about her
5 level of engagement and she needs to address that.

6 MS. KATE MCGRANN: Could we turn to
7 paragraph 584 of the Foundation Document, please?

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: This is a paragraph
12 that describes an email that Deputy Mayor Lloyd sent
13 to you -- sorry, sent to Mr. Houghton on April 9th.
14 In respect of his new role as acting CAO, he writes:

15 "If you need me to help, let me
16 know. I like the way the direction
17 was given this morning and this is
18 exactly what is required."

19 He goes on to give him some suggestions
20 and encouragement about the role that he's taking on,
21 and some additional support and encouragement. And
22 then he forwards this email to you. And you respond,
23 "Perfect."

24 Had you been involved in discussions
25 about Mr. Houghton potentially taking on the role of

1 acting CAO before he agreed to take that role on?

2 MR. PAUL BONWICK: Rick, the deputy
3 mayor, spoke to me, gave me a call and said that they
4 were attempting to get Ed to take the position. The
5 deputy mayor conveyed to me that, at that point, the -
6 - that Mr. Houghton had declined in fairly clear
7 language.

8 Rick described that the municipality,
9 as a result of the termination of Ms. Wingrove, was
10 left in a bit of a lurch without somebody in that
11 position, wondered if I would speak to Ed and
12 encourage him to take on the position.

13 I've thought about it. And I'm not
14 sure I ever did get the opportunity to speak with him
15 because, if I'm -- I believe they went back at him
16 over a period of the same day and ended up getting him
17 to agree, but I do not know that for sure.

18 MS. KATE MCGRANN: Turning to the
19 transfer of your engagement from PowerStream to Collus
20 PowerStream -- actually, one (1) more question for you
21 before we get there.

22 With respect to the -- the signing of
23 documents on March 1st, 2011, could we go to paragraph
24 539 of the Foundation Document, please?

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Scroll up a little
4 bit so we can get some context for this, please. So -
5 - one (1) more, actually. Starting on February 29th,
6 Mr. Longo sends Mayor Cooper, clerk Almas, and Mr.
7 Houghton copies of documents that need to be signed
8 along with a memo that generally describe the purpose
9 of each document, documents that are related to the
10 share sale transaction.

11 Scroll down a little bit further. We
12 see that Mr. Houghton forwards this email to you
13 writing:

14 "Can you ensure this takes place
15 before the end of Friday?"

16 You then forward the email chain to
17 Mayor Cooper early in the morning of March 1 asking if
18 she had time to chat. And you explain that the
19 attached document must be signed by Friday afternoon.

20 Do you know if you had a chat with
21 Mayor Cooper fur -- further to that email
22 correspondence?

23 MR. PAUL BONWICK: I'm not -- I -- I
24 don't recall if it was a chat or an email.

25 MS. KATE MCGRANN: Do you remember

1 what the thrust of the -- the communication between
2 the two (2) of you was?

3 MR. PAUL BONWICK: Scheduling.

4 MS. KATE MCGRANN: Do you know why you
5 were asked to take charge of the scheduling of this?

6 MR. PAUL BONWICK: Well, I very much
7 appreciate you bringing this question back to the
8 floor so we get a chance to address it. The request
9 coming from Ed, so I'm going to go again, this is
10 post-transaction. They've chosen their partner.

11 The legals documents, all contracts and
12 explanations on where the signatures are required is
13 complete. At no time did anybody ask me to provide
14 comments on the documents, but rather simply could I
15 help facilitate a scheduling of a meeting in a timely
16 fashion, recognizing that one (1) of the parties that
17 was required to -- that was involved in this -- I was
18 informed one (1) of the parties was le -- leaving for
19 holiday on Monday for two (2) weeks.

20 And so, with that information in mind,
21 I forwarded the information to the mayor with the
22 request that the documents, if possible, be signed on
23 the Friday afternoon.

24 You'll notice that I don't suggest she
25 doesn't sign one (1) or the other or that the clerk

1 change language or anything, it is merely a scheduling
2 request.

3 MS. KATE MCGRANN: The documents show
4 the state of the documents at this point in time.
5 Nothing has yet been signed.

6 Did you consider whether you were an
7 appropriate person, being a representative of the
8 counterparty, to be involved in getting your sister,
9 the mayor, to sign the documents for the transaction
10 at this point in time?

11 MR. PAUL BONWICK: And I think
12 language is important. And I could be
13 misunderstanding what you're saying, but when you're
14 defining it or viewing it as a counterparty, I'm
15 thinking of some sort of legal challenge.

16 I'm looking at it as they've chosen
17 their partners. The documents are all done. This is
18 a strategic alliance. We're all working together to
19 get it finished in a timely fashion.

20 And so, I didn't view myself as
21 counterparty, but rather somebody working for the
22 partner to help schedule this thing to get it complete
23 in a timely fashion.

24 MS. KATE MCGRANN: Turning to the
25 transfer of your retainer or engagement from

1 PowerStream to Collus PowerStream, when was that
2 engagement or retainer transferred?

3 MR. PAUL BONWICK: You'll have to
4 bring up the -- the contract, please.

5 MS. KATE MCGRANN: I don't believe
6 that we have a copy of any contract that you had with
7 Collus PowerStream.

8 MR. PAUL BONWICK: Sorry, the contract
9 that I had with -- I thought I read in there there was
10 a date or time where that transferred over. This
11 wasn't my choice.

12 MS. KATE MCGRANN: Maybe we can come
13 at it this way. What do you understand happened? How
14 did your engagement transfer from PowerStream to
15 Collus PowerStream?

16 MR. PAUL BONWICK: Mr. Glicksman first
17 brought it to my attention that the way the Strategic
18 Alliance -- the partnership had been structured was in
19 a fashion that PowerStream on its own would not be
20 going out and advocating for acquisitions, mergers, or
21 strategic alliance with other LDCs; that in fact, the
22 agreement precluded them from doing that within the
23 CHEC group; that the responsibility of expanding the
24 Collus PowerStream -- the new Collus PowerStream
25 entity was that of Collus PowerStream with support

1 when requested from the -- the 50 percent shareholder.

2 And, as such, Mr. Glicksman suggested
3 it only seemed reasonable that my contract be
4 transferred to Collus PowerStream because, at the end
5 of the day, that's who I was supporting and that's who
6 I would have been accountable to.

7 MS. KATE MCGRANN: I'm just pulling up
8 a document here, so bear with me. But am I
9 understanding that Mr. Glicksman explained to you
10 that, in his view, the transaction documents required
11 that your retainer be transferred to Collus
12 PowerStream?

13 MR. PAUL BONWICK: I don't know that
14 he said they're required to be transferred. And I
15 don't know that Mr. Glicksman was sharing his personal
16 view or that of a discussion that had transpired
17 between he and Mr. Bentz, but how he articulated it to
18 me made sense.

19 When we discussed the growth strategy
20 originally and through this process, there was no
21 clear delineation between work that Collus PowerStream
22 might do or that PowerStream might do.

23 When Mr. Glicksman informed me that
24 PowerStream, as a result of this agreement, would not
25 be and could not be approaching LDCs within the CHEC

1 group or within, I'll call it, the Simcoe County
2 region, his -- his rationale made sense, that -- that
3 my contract would get transferred over to Collus
4 PowerStream and that they would start paying that fee.

5 MS. KATE MCGRANN: Can we look at
6 paragraph 629 of the Foundation Document, please?

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This paragraph
11 describes:

12 "In December 2011, Mr. Bonwick asked
13 Mr. Houghton to review a draft memo
14 regarding a working relationship
15 between Collus PowerStream and
16 Compenso.

17 The memo contemplated Compenso
18 working directly with Collus
19 PowerStream's President and CEO."

20 And that would be Mr. Houghton,
21 correct?

22 MR. PAUL BONWICK: I -- I apologize,
23 you're faster than I am. I'm reading it.

24 MS. KATE MCGRANN: Take your time and
25 let me know when you're done.

1 (BRIEF PAUSE)

2

3 MR. PAUL BONWICK: Could you bring up
4 the email, please?

5 MS. KATE MCGRANN: Just hold off for
6 one (1) second --

7 MR. PAUL BONWICK: Okay.

8 MS. KATE MCGRANN: -- on that.

9 MR. PAUL BONWICK: Sorry.

10 MS. KATE MCGRANN: Are you done
11 reading the paragraph?

12 MR. PAUL BONWICK: Yes, I am.

13 MS. KATE MCGRANN: Do you remember a
14 conversation along these lines?

15

16 (BRIEF PAUSE)

17

18 MR. PAUL BONWICK: Yes.

19 MS. KATE MCGRANN: Pull up the email
20 which is at TOC259674.0001.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: Scroll down. You
25 see that this email is an email from yourself to

1 Mr. Houghton on December 29th, 2012. You say:

2 "Hi, Ed. As discussed, here are
3 some points for your consideration
4 as it relates to our forthcoming
5 engagement. Please comment and
6 provide input as I will transfer
7 these points into a formal letter of
8 engagement template that was used by
9 PowerStream. Thank you for your
10 continued confidence. It promises
11 to be an exciting year."

12 We've heard conflicting evidence as to
13 who instigated the transfer of your retainer from
14 PowerStream to Collus PowerStream. I think -- it
15 sounds like from what you've described, your
16 understanding was that the transfer was instigated by
17 PowerStream.

18 But can you tell me, do you know who
19 instigated the transfer of your retainer?

20 MR. PAUL BONWICK: It had to be
21 Mr. Bentz and Mr. Houghton are the only two (2) that
22 would have the authority to do so. Mr. Glicksman was
23 my point of contact, and I don't need to repeat the
24 conversation that he had. Specific to the transfer,
25 it could only be -- it could only be Mr. Bentz and

1 Mr. Houghton.

2 MS. KATE MCGRANN: When did you
3 understand your -- your engagement had been
4 transferred?

5 MR. PAUL BONWICK: I don't recall the
6 exact date.

7 MS. KATE MCGRANN: Do you remember if
8 it was before or after this email?

9 MR. PAUL BONWICK: It had to be after
10 this email.

11 MS. KATE MCGRANN: Do you remember if
12 the terms and conditions of your engagement changed at
13 all when your retainer switched from PowerStream to
14 Collus PowerStream?

15 MR. PAUL BONWICK: I don't believe so.
16 I was under the impression that it was a transfer of
17 the agreement from PowerStream to Collus PowerStream.

18 MS. KATE MCGRANN: Did you enter into
19 a new -- was there a new contract signed when the
20 retainer was transferred over?

21 MR. PAUL BONWICK: I'm trying to
22 recall. I could not find anything in my computer.
23 Obviously, you didn't either.

24 MS. KATE MCGRANN: Sorry. You said
25 that twice. We don't have access to your computer.

1 MR. PAUL BONWICK: Oh, I thought you
2 did.

3 MS. KATE MCGRANN: We didn't receive a
4 copy of your computer.

5 MR. PAUL BONWICK: My apologies. I
6 thought you did. I was --

7 MS. KATE MCGRANN: We were advised,
8 and you confirmed this morning, that you did not have
9 access to any documents relevant to the terms of
10 reference to the Inquiry.

11 MR. PAUL BONWICK: Thank you for the
12 second time. The question I -- sorry -- so I'm
13 pointing over there just because I -- I haven't seen
14 the second copy of a contract, and so I'm working on
15 the premise that it was a transfer of the agreement.

16 But when you're requesting that
17 information, I would have assumed that if there was a
18 new contract, Alectra would still have it in their
19 system.

20 MS. KATE MCGRANN: Do you remember if
21 you sought a new contract when your engagement was
22 transferred?

23 MR. PAUL BONWICK: No, I don't recall.

24 MS. KATE MCGRANN: Can we turn up
25 paragraph 600 of the Foundation Document, please.

1 And I'm looking at the time. I think I
2 have 15 minutes left of questions. So I would suggest
3 that we continue, but I leave it in your hands.

4 THE HONOURABLE FRANK MARROCCO: I'm
5 inclined to finish, then we'll take a break. And
6 we'll figure out the cross-examinations. Well,
7 they've been figured out, but let's just finish.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: This paragraph
11 describes that you arranged for Mr. Houghton and
12 Mr. Bentz to give an interview to a--

13 THE HONOURABLE FRANK MARROCCO: Oh,
14 just a second. Mr. Bonwick, do you need a --

15 MR. PAUL BONWICK: I'm good. Thank
16 you. Well, I'm fine.

17 THE HONOURABLE FRANK MARROCCO:
18 Probably helps to consult you since you have to answer
19 all the questions. Go ahead.

20

21 CONTINUED BY MS. KATE MCGRANN:

22 MS. KATE MCGRANN: So this paragraph
23 describes that you arranged an interview for
24 Mr. Houghton and Mr. Bentz while you were waiting
25 for -- you all were waiting for the OEB's decision on

1 the transaction, and you provided a briefing memo to
2 them.

3 I'll ask that the memo be turned up.
4 It's at ALE2616.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: So here's a memo
9 from you to Mr. Bentz and Mr. Houghton with a copy to
10 Mr. Glicksman and Mr. Fagen. The subject is
11 "enterprise bulletin interview." Scroll down a little
12 bit further.

13 You explain that you spoke at length
14 with Ian Adams, editor and reporter for the
15 Enterprise Bulletin. The resulting questions I'm
16 identifying are in keeping with the tone you set
17 during the call.

18 You conclude this paragraph by saying:
19 "I should state from the outset that
20 the interview is friendly and
21 supportive in nature. However, it
22 is best to be prepared for a
23 question out of left field."

24 And then you provide some examples of
25 the expected questions.

1 Do you remember being involved in
2 preparing Mr. Bentz and Mr. Houghton for this
3 interview?

4 MR. PAUL BONWICK: Yes.

5 MS. KATE MCGRANN: I just want to ask
6 you about the third bullet point here where you've
7 written:

8 "There are some that would suggest
9 that many of these multimillion
10 dollar partnerships/consolidations
11 that take place are preordained
12 prior to the public becoming
13 involved. How would you respond to
14 that concern?"

15 Do you remember if concerns like this
16 were being voiced about the Collus PowerStream
17 transaction at that time?

18 MR. PAUL BONWICK: No, they were not.

19 MS. KATE MCGRANN: And then if we
20 could turn to paragraph 700. Is there any reason that
21 you included that point in the memo?

22 MR. PAUL BONWICK: Yes. Excuse me.
23 Having been in the political arena for the past
24 20-some years or more -- I guess more than that now --
25 there's a natural tendency for some, whether they be

1 reporters or people from the public at large, to view
2 through a coloured lens any significant transaction,
3 especially if it's one that's profiled as a utility.

4 And so one needs to be prepared. This
5 is a standard way of doing so. Certainly when I was
6 in office, we would get media briefings in terms of
7 what we should be expect in terms of questions and
8 some ideas in terms of how we might address those
9 questions.

10 MS. KATE MCGRANN: And more based on
11 your prior experience, not based on any concerns that
12 were being voiced or things that you had heard about
13 the Collus PowerStream transaction.

14 MR. PAUL BONWICK: No. But Mr. Adams
15 was a capable reporter, and one has to be prepared for
16 any line of questioning.

17 MS. KATE MCGRANN: Can we go to
18 paragraph 700 -- here we are. It says:

19 "In an article published by the
20 Collingwood connection, Mr. Bonwick
21 stated that his role with
22 PowerStream was to develop a
23 communication strategy regarding the
24 future of local distribution
25 companies and to educate the public

1 and elected officials without having
2 any direct involvement with elected
3 officials."

4 Just to -- sorry, I should have done
5 this first.

6 MR. PAUL BONWICK: Thank you.

7 MS. KATE MCGRANN: We've now jumped
8 ahead a year to March 8th, 2013. This is a short
9 summary of an email. I'm going to ask that you be
10 shown the whole thing. It's at ALE3878. But it's
11 that statement that I'm going to be asking you about.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: And I'll ask you to
16 direct our court operator to scroll down as you need
17 it, so you have the opportunity to read this.

18 MR. PAUL BONWICK: Who's the person
19 interviewing me? Go down. Where are you --

20 MS. KATE MCGRANN: It's a summary
21 of --

22 MR. PAUL BONWICK: Oh, sorry.

23 MS. KATE MCGRANN: -- so you got to
24 read through the -- the entire report.

25 MR. PAUL BONWICK: Right. Right.

1 MS. KATE MCGRANN: If you scroll up
2 for a second just to help orient you. This is an
3 email from Eric Fagen to a number of people at
4 PowerStream, and the subject is:
5 Simcoe.com/Collingwood connection article -
6 Collingwood mayor "disheartened by CBC report."

7 And it looks like he's just copied and
8 pasted the text of that Collingwood connection article
9 by John Edwards into the body of this email.

10 MR. PAUL BONWICK: I don't recall ever
11 reading this article, nor -- keep going down to where
12 my... I'm trying to find the quote he was using.

13 MS. KATE MCGRANN: If you keep going
14 down, I can show you where it is. But it may be that
15 you want to read the entire article before you answer
16 my question.

17 THE HONOURABLE FRANK MARROCCO: Well,
18 why don't -- why don't we take a break. You can read
19 the article, and then we'll come back and finish the
20 question.

21 MS. KATE MCGRANN: I'll give you a
22 copy of the doc I received and read it on your
23 computer.

24

25 --- Upon recessing at 2:49 p.m.

1 --- Upon resuming at 3:02 p.m.

2

3 THE HONOURABLE FRANK MARROCCO: You've
4 had a chance to read it?

5 MR. PAUL BONWICK: Yes, yes.

6

7 CONTINUED BY MS. KATE MCGRANN:

8 MS. KATE MCGRANN: So before the break
9 you were going to review an article from Collingwood
10 Connection by John Edwards. Mr. Fagen had forward to
11 individuals at PowerStream.

12 I understand you've now had a chance to
13 read this. Do you remember reading this article at
14 the time it came out?

15 MR. PAUL BONWICK: No.

16 MS. KATE MCGRANN: What I want to ask
17 you about is a paragraph towards the bottom of the
18 email. It is the fourth paragraph up from the bottom.

19 We can see that the article describes
20 that you worked for PowerStream. You -- it says --
21 you said before you entered an agreement with
22 PowerStream, you met with the former Chair of Collus,
23 the late Dean Muncaster, Clerk Sara Almas, then CAO
24 Kim Wingrove, and Mayor Sandra Cooper, and you said:

25 "They laid out the strategy that

1 PowerStream was considering offering
2 me a contract."

3 You didn't attend that meeting,
4 correct?

5 MR. PAUL BONWICK: Correct.

6 MS. KATE MCGRANN: Do you remember
7 making that statement to the author of this article?

8 MR. PAUL BONWICK: Not verbatim, no.

9 MS. KATE MCGRANN: It goes on to say
10 that you advised that we wanted full disclosure on
11 that.

12 And then it says:

13 "Bonwick said his role is to develop
14 a communications strategy regarding
15 the future of local distribution
16 companies and to educate the public
17 and elected officials without having
18 any direct involvement with elected
19 officials."

20 Do you remember giving that information
21 to the author of this article?

22 MR. PAUL BONWICK: No, but I think it
23 sets a dangerous precedent when you don't have the
24 reporter's notes or the recording. Mr. Edwards is a
25 very capable reporter, but it looks like the sentence

1 starts, or the quote starts in the middle of a
2 sentence. There's no qualifying statement before or
3 after it, so, no.

4 MS. KATE MCGRANN: You'll agree with
5 me that that's not a complete description of the
6 nature of the work that you did for PowerStream on the
7 Collus LDC transaction?

8 MR. PAUL BONWICK: Yes.

9 MS. KATE MCGRANN: We've heard
10 evidence about -- from other people about assistance
11 that you provided to Amaizeingly Green Products, or
12 AGP, specifically with respect to helping them obtain
13 financing to continue carrying on business.

14 Would you please tell us what you did
15 to assist that company to obtain financing?

16 MR. PAUL BONWICK: AG -- AGP was
17 experiencing significant financial pressures. They
18 had qualified, been approved for grants through OMAFRA
19 for the ethanol program. The grants were structured
20 in such a way as they were intended to be part of the
21 subsidized operating capital. The grants -- the
22 delivery of the subsidies were quite often very slow.

23 Upon approval, once they met certain
24 benchmarks, they were to receive the funding within
25 thirty (30) days. In some cases it was taking more

1 than ninety (90). It was stretching their cash flow
2 in a very significant way.

3 In one particular instance it took
4 significantly longer than that -- caused the company
5 to experience some fairly extreme financial hardship.
6 They were falling behind with other creditors,
7 including the Town of Collingwood.

8 I was asked to help with accelerating
9 the issuance of the cheque through the Province. At
10 that point in time, they were also in the process of
11 trying to restructure their financing. I helped put
12 together a package in terms of finance restructuring
13 so that they could get a lender to come in and advance
14 funds that would allow them to address their
15 outstanding arrears, not only with the Town of
16 Collingwood but with other creditors.

17 I met with some of their senior
18 creditors, explained fully what I was trying to do,
19 explained fully that the grants were approved, that it
20 was simply a matter of getting the appropriate cheque
21 processed and in -- delivered. I explained that the
22 refinancing was moving along in a positive,
23 constructive manner.

24 Subsequently, based on chattels and
25 mortgages, they were able to refinance and they were

1 able to get the -- their payments coming through in a
2 more orderly fashion, which allowed them to correct
3 their financial situation for a period of time and
4 meet their obligations.

5 MS. KATE MCGRANN: With respect to the
6 grants, did you help obtain those grants?

7 MR. PAUL BONWICK: Yes.

8 MS. KATE MCGRANN: When was that?

9 MR. PAUL BONWICK: I don't recall the
10 date but --

11 MS. KATE MCGRANN: Had they --

12 MR. PAUL BONWICK: -- it could have
13 been --

14 MS. KATE MCGRANN: -- been in place
15 for -- sorry, go ahead.

16 MR. PAUL BONWICK: Sorry. Could have
17 been a couple of years. They had been received --
18 they had been receiving payments. They just -- they
19 are supposed to be subsidies for operating -- they
20 weren't capital grants, and so unfortunately the
21 government wasn't sensitive -- their system wasn't
22 sensitive to the fact that these needed to go into
23 operating capital in order to allow the company to
24 continue to operate.

25 MS. KATE MCGRANN: With respect to the

1 grants, I understand you were asked to help accelerate
2 the payments -- so you were being asked to accelerate
3 payments on existing grants?

4 MR. PAUL BONWICK: Sorry, not
5 accelerate the payments; accelerate the -- and you --
6 you're likely right in your description. They're
7 approved. They go into the system in terms of getting
8 processed and a cheque shows up in the mail or through
9 transfer.

10 Once you identify the threshold in
11 terms of the amount of ethanol you produced, you
12 qualified for your next operating -- operational
13 grant. These came -- and I think it was twice a year
14 but I'm not positive on that. And so it was more
15 about chasing it through the system to make sure that
16 it was getting processed in a manner that would allow
17 them to continue to operate.

18 MS. KATE MCGRANN: So you'd been asked
19 to help out with the processing function of grants
20 that they were entitled to receive?

21 MR. PAUL BONWICK: Correct.

22 MS. KATE MCGRANN: Who asked you to do
23 that?

24 MR. PAUL BONWICK: Mr. Dorchak.

25 MS. KATE MCGRANN: With respect to the

1 restructuring package, what did that package consist
2 of?

3 MR. PAUL BONWICK: They needed a
4 fairly large capital injection to address substantial
5 arrears. There was -- I can speak about it now
6 because the company is no longer in business. There
7 was an order to shut off the gas. They were receiving
8 natural gas. They were in arrears in a very
9 significant way with the public utility, or with
10 Collus. They were in arrears on their water bill.
11 They were in arrears on their taxes. They were in
12 arrears with their corn supplier. They were in
13 arrears with some smaller companies that did -- when I
14 say smaller companies, that's maybe not accurate --
15 with companies that were doing repair work on a
16 regular basis as well.

17 MS. KATE MCGRANN: What did the
18 restructuring package consist of? What was in the
19 package that you assembled?

20 MR. PAUL BONWICK: We did -- we did
21 appraisals on land and buildings. We put together a
22 pro forma that showed revenues, ethanol pricing. We
23 showed grants, contributions that were coming in from
24 the government. Basically built a business model, a
25 financial business model that would be deemed

1 attractive to a lender.

2 MS. KATE MCGRANN: Who is "we"?

3 MR. PAUL BONWICK: When I say "we,"

4 Daryl and I worked on it. His superior -- gosh, I

5 can't remember his name. His superior worked out of

6 New York at that time. The company was largely held

7 by a private investment fund out of New York.

8 MS. KATE MCGRANN: The appraisals --

9 did you retain someone to come in and do those

10 appraisals?

11 MR. PAUL BONWICK: Yes.

12 MS. KATE MCGRANN: With respect to the

13 pro forma, who drafted that?

14 MR. PAUL BONWICK: Daryl and I.

15 MS. KATE MCGRANN: Anybody else?

16 MR. PAUL BONWICK: No. I shouldn't

17 say that. I don't know if he had additional support

18 from his team out of New York.

19 MS. KATE MCGRANN: Were you involved

20 in any meetings where that package was used to attempt

21 to gain financing?

22 MR. PAUL BONWICK: Yes.

23 MS. KATE MCGRANN: Who did you meet

24 with?

25 MR. PAUL BONWICK: The lender. Mr.

1 Dorchak was present and his direct superior or
2 supervisor from New York. I think I was in the
3 introductory meeting.

4 MS. KATE MCGRANN: Do you remember
5 when that meeting took place?

6 MR. PAUL BONWICK: I'd have to reflect
7 on -- I don't recall the exact date, but it was post
8 arrears, pre satisfying those arrears.

9 MS. KATE MCGRANN: You recall
10 attending one (1) meeting?

11 MR. PAUL BONWICK: Correct.

12 MS. KATE MCGRANN: With respect to the
13 senior creditors, who asked you to meet with senior
14 creditors?

15 MR. PAUL BONWICK: Because I'd been
16 involved both at the funding level in terms of the
17 subsidies as well as meeting with some of the
18 creditors, Mr. Dorchak and his superior felt that it
19 would be appropriate for me to sit in on that meeting
20 to address any questions that may come forward as it
21 relates to those specific areas.

22 MS. KATE MCGRANN: Who asked you to
23 meet with the senior creditors? Was it Mr. Dorchak
24 and his superior?

25 MR. PAUL BONWICK: Mr. Dorchak and his

1 superior.

2 MS. KATE MCGRANN: What creditors are
3 you referring to?

4 MR. PAUL BONWICK: The lenders.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: If we could turn to
9 paragraph 66 -- 666 of the Foundation Document? I'm
10 using this just to get to Table 7.5.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: The table sets out
15 -- if you could scroll up to the top for one sec,
16 please. Scroll a little further so we can see.

17 The table sets out PowerStream payments
18 to Compenso Communications Inc.

19 If you scroll down, it's got payments
20 with the date and the general ledger date. All the
21 way to the bottom. It appears that there are no
22 payments made by PowerStream after October 1s, 2012.

23 Is that consistent with what you
24 recall?

25 MR. PAUL BONWICK: I'm sorry, from

1 PowerStream?

2 MS. KATE MCGRANN: Yes.

3 MR. PAUL BONWICK: Is this from

4 PowerStream?

5 MS. KATE MCGRANN: Yes.

6 MR. PAUL BONWICK: Oh, I -- sorry, you
7 jumped on me there. I thought we were talking about
8 Amaizeingly Green.

9 MS. KATE MCGRANN: Sorry. We've moved
10 on, so --

11 MR. PAUL BONWICK: Oh.

12 MS. KATE MCGRANN: Scroll back up to
13 the top.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This is a table in
18 the Foundation Document. It sets out the PowerStream
19 payments to Compenso Communications that the Inquiry
20 is aware of.

21 If you look at the table, it sets out
22 the date, I believe the invoice number, the monthly
23 amount, any additional expenses, the invoice total,
24 the Doc ID for the relevant document, and then the
25 Powerstream general ledger date.

1 If you scroll down to the bottom of the
2 table, the last payment that we see is on October 1st,
3 2012, or an invoice dated October 1st, 2012.

4 Do you recall if Compenso received any
5 payments from PowerStream after that date?

6 MR. PAUL BONWICK: No, I don't recall
7 receiving any payments after that date.

8 MS. KATE MCGRANN: The total amounts
9 invoiced, I believe, is \$323,997. Was the total of
10 the fees that you earned from PowerStream ever
11 disclosed by you to Collus or the Town?

12 MR. PAUL BONWICK: No.

13 MS. KATE MCGRANN: And if we go to
14 paragraph 672, this is a way to get to table 7(6),
15 this table sets out payments to Compenso by Collus
16 PowerStream (Power) and/or Collus PowerStream
17 Solutions.

18 You can see at the end of the day one
19 payment is made, one payment is made and then pulled
20 back for a total of \$16,950. Was your receipt of
21 those funds ever disclosed by you to the Town?

22 MR. PAUL BONWICK: To the Town?

23 MS. KATE MCGRANN: To the Town.

24 MR. PAUL BONWICK: No.

25 MS. KATE MCGRANN: Those are my

1 questions.

2 THE HONOURABLE FRANK MARROCCO: Thank
3 you. Mr. Chenoweth?

4 MR. FREDERICK CHENOWETH: Thank you,
5 sir.

6

7 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

8 MR. FREDERICK CHENOWETH: Mr. Bonwick,
9 you recall some questions directed to you by Inquiry
10 counsel yesterday with respect to your exchange of
11 your draft letter to Mr. Bentz on January 10th, 2011,
12 your draft introductory letter.

13 You'd sent that on to -- to Mr.
14 Houghton. Do you recall being questioned about that
15 yesterday?

16 MR. PAUL BONWICK: Yes.

17 MR. FREDERICK CHENOWETH: And as I
18 understand it, you were a little equivocal on whether
19 or not Mr. Houghton, in his discussions with you
20 following his receipt of that letter and his -- his
21 reaction to receipt of that letter, I think you
22 finally -- finally said it made -- it made sense that
23 it happened that way, i.e., that he asked you to send
24 him the amended letter so he could review it to see if
25 it made reference to Collus or Collingwood or

1 whatever.

2 MR. PAUL BONWICK: Yes.

3 MR. FREDERICK CHENOWETH: And you
4 would very possibly remember that the evidence of Mr.
5 Houghton -- and again I'm just really commenting on
6 your equivocation on whether or not Houghton made that
7 request, you recall that it was Mr. Houghton's
8 evidence that -- that you did indicate that you would
9 send him the document so that he could review it to
10 see what if any reference there was to Collus or
11 Collingwood in the document.

12 MR. PAUL BONWICK: So if I indicated
13 to the Commission that it was Mr. Houghton that asked
14 for the letter versus me offering the letter, I either
15 spoke in error or miscommunicated, it was me that
16 offered the letter to Mr. Houghton.

17 MR. FREDERICK CHENOWETH: You, in
18 other words, offered to send him the amended letter?

19 MR. PAUL BONWICK: Correct.

20 MR. FREDERICK CHENOWETH: That was
21 your offer, not a response by you to a request by
22 Houghton?

23 MR. PAUL BONWICK: Correct.

24 MR. FREDERICK CHENOWETH: Got it,
25 thank you.

1 In any event, you offered to send it to
2 him, you now recall, and you did.

3 MR. PAUL BONWICK: Correct.

4 MR. FREDERICK CHENOWETH: And that was
5 for the purpose of assuaging the concerns he had
6 mentioned to you, clearly, that was for the purpose of
7 assuaging his concerns, correct?

8 MR. PAUL BONWICK: Correct.

9 MR. FREDERICK CHENOWETH: All right.

10 And -- and the concerns, as I
11 understand it, and you did articulate them through the
12 course of your evidence and as I recall your
13 articulation of those concerns where he on two
14 occasions expressed concerns about -- about optics and
15 the involvement of -- of Collus Power of whom he was
16 president and CEO, correct?

17 MR. PAUL BONWICK: I'm recalling the
18 one instance you're speaking of right now, yes.

19 MR. FREDERICK CHENOWETH: And the --
20 the one instance was obviously during the conversation
21 that ensued between yourself and Mr. Houghton after
22 his receipt of the first copy of your draft on or
23 about January 10th, 2011?

24 MR. PAUL BONWICK: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 And the -- and -- and you tell me, do I understand
2 that -- that there'd been a previous articulation of
3 those concerns during conversations that you and Mr.
4 Houghton had had mid-2010 in which you inquired with
5 Mr. Houghton about the LDC industry and any possible
6 involvement you might have in it?

7 MR. PAUL BONWICK: I don't recall Mr.
8 Houghton raising issues during that discussion
9 specific to the optics of me being involved in the LDC
10 sector. I don't think the discussion would have
11 advanced the discussion would not have advanced to
12 Collingwood specifically, but more generally how do I
13 play a role in the industry or in the sector is there
14 opportunities for me in the sector?

15 I do not recall at that time Mr.
16 Houghton raising any caution about my involvement
17 within the LDC if I had of gone to work for them.

18 MR. FREDERICK CHENOWETH: Thank you,
19 that's a useful clarification.

20 And as I understand it, I'm just really
21 looking for some timing with respect to this. You had
22 indicated in your -- what I'll describe as your
23 evidence in-chief, that at some juncture Mr. Houghton
24 had brought a model of a solar vent to you and
25 introduced it to you?

1 MR. PAUL BONWICK: Correct.

2 MR. FREDERICK CHENOWETH: All right.

3 And I'm looking for timing with respect to that. Mr.
4 Houghton, as I recall, described that he'd -- and you
5 would have heard his testimony over the last few days
6 in which he said that he was first introduced to the
7 solar vent, which he described looking a bit like a
8 dog house following a meeting he attended in Toronto
9 when Mr. Budd appears to have taken him to his truck
10 and shown him the solar vent in the back of his truck.

11 And I believe his evidence was that
12 that took place in -- early in -- early in the year
13 2011. I had the impression it may well have been
14 January 2011.

15 I'm -- I'm assuming that if that was
16 Mr. Houghton's evidence would it be fair that -- that
17 the timing of your first introduction to the solar
18 vent would have been sometime after Mr. Houghton's
19 introduction to it in early 2011 or January of 2011?

20 MR. PAUL BONWICK: Yes.

21 MR. FREDERICK CHENOWETH: Thank you.

22 MR. PAUL BONWICK: I think it was
23 later than that, but yes. I think it was later than
24 January of 2011.

25 MR. FREDERICK CHENOWETH: It could

1 well be later.

2 Justice Marrocco had posited a question
3 to you about the advantages that would accrue to -- to
4 Collus Power in them becoming involved in such a
5 project. And I -- I'm pretty satisfied that you were
6 able to articulate the reasons for that.

7 I take it it's related to what you
8 understood to be a conservation mandate that
9 organizations, such as Ontario LDCs, would have had at
10 that juncture?

11 MR. PAUL BONWICK: Yes.

12 MR. FREDERICK CHENOWETH: And tell me,
13 what did you understand the conservation mandate of
14 Ontario LDCs to be in or about that time?

15 And again, we're talking the first half
16 of 2011.

17 MR. PAUL BONWICK: I could be
18 mistaken, but I think it was fairly consistent through
19 tenny -- 2010, '11, '12. It's my understanding that,
20 as part of the mandate for LDCs, they -- they needed
21 to have a component for conservation demand
22 management.

23 I can't articulate out the -- the exact
24 wording in terms of how that mandate is provided. It
25 was brought to my attention that in fact they are

1 mandated to do things like that. And when I say,
2 "Things like that," I'm not talking about a product
3 but conserva -- electricity conservation initiatives.

4 I -- as I mentioned, I recall Mr.
5 Houghton speaking about hot water -- or heater
6 blanket. I recall Mr. Houghton speaking about an old
7 fridge program where there was a subsidy offered or
8 free pickup if you cut the cord on an old fridge, put
9 it to out the curb.

10 I remember him articulating a couple of
11 other initiatives, I think, that actually PowerStream
12 had been successful with. So, it was -- my
13 understanding is that they were encouraged or mandated
14 to participate in -- in these types of things.

15 MR. FREDERICK CHENOWETH: And -- and,
16 in fact, that was, to a large extent, one (1) of, and
17 obviously not the largest of, in your view, but it was
18 one (1) of the opportunities that -- that fit right in
19 nicely with that kind of program that you'd seen in
20 the past with Ontario LDCs and that you understood was
21 mandated for Ontario LDCs?

22 MR. PAUL BONWICK: Yes.

23 MR. FREDERICK CHENOWETH: Thank you.
24 Just a little question about your -- about Shirley
25 Houghton and her assistance to you commencing on or

1 about January 19th, 2011.

2 I just wanted a little bit of
3 clarification. I understood that -- and you suggested
4 that you had occasion sometime prior to January 19th,
5 2011, which is the date of an email that you wrote to
6 Shirley and suggested you may need some administrative
7 help, that you had had some conversations with Shirley
8 Houghton prior to January 19th in which you learned of
9 -- and you may have known at other times about her
10 past experience, but you, at the very least, learned
11 what her activities at the time of your conversation
12 would have been?

13 MR. PAUL BONWICK: Yes.

14 MR. FREDERICK CHENOWETH: All right.
15 And I was -- it sounded like a bit of a -- a bit of a
16 guess or -- or a reconstruction to me, and -- and
17 maybe you can clarify it.

18 I -- I was uncertain that -- that I
19 could take it that you recalled asking Shirley during
20 the course of that conversation to work for you. It
21 maybe simply have been that you, in the conversation,
22 learned more about Shirley's background and -- and
23 learned what her -- her present activities were at the
24 time of the conversation.

25 Is that a fair characterization of the

1 -- of the conversation or do you recall?

2 MR. PAUL BONWICK: Sorry. I recall --
3 again, it was in a -- in a very informal way. This
4 was not a meeting that was set up to discuss Ms.
5 Houghton's past work history or my needs within the
6 office.

7 It was a casual conversation in a
8 social environment where she had commented about her
9 work with the Catholic School Board, prior to that,
10 her work with Libbey-Owens-Ford, or LOF, the glass
11 plant of the highway, providing administrative tasks,
12 retired, wanting to stay busy, I think that was kind
13 of the general discussion, what she was doing.

14 And, in fairness, I can't recall if I
15 said at that time, you know, I may have some
16 opportunities coming forward where we need -- I need
17 help from -- I use the word 'we' perhaps too much. I
18 need help from time to time on administrative matters.

19 I had just lost a girl that had worked
20 for me for a number of years for Compenso. And then
21 previous to that, she had transferred over to
22 Parliament with me. I had lost her to a teaching job,
23 and so I needed some support, and that's how that
24 ended up coming about.

25 MR. FREDERICK CHENOWETH: All right.

1 Well, did -- do -- do you recall -- do you have a
2 clear memory of ask -- of actually asking --

3 MR. PAUL BONWICK: No.

4 MR. FREDERICK CHENOWETH: -- Shirley
5 Houghton that or is that something that you may just
6 have placed a marker in your mind for future personal
7 reference, or do you know?

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

9 MR. FREDERICK CHENOWETH: All right.
10 Thank you. You had mentioned that there was an
11 occasion when Mr. Muncaster and -- and Mr. Houghton
12 where at the PowerStream plant or location did a tour
13 of the premises, I think you indicated, and met with
14 some of the executives of PowerStream.

15 And we seem to have narrowed that date
16 down to July 7th. I don't know that you recall the
17 date, but Inquiry counsel suggested and the Foundation
18 Documents suggest and I think others have suggested
19 that there was such a meeting on July 7th.

20 Would that be -- that -- that's, I take
21 it, not inconsistent with --

22 MR. PAUL BONWICK: I have no reason to
23 doubt it was that date.

24 MR. FREDERICK CHENOWETH: Right.
25 Previous witnesses and other documents have suggested

1 that in July of -- of 2011 Mr. Muncaster and -- and
2 Mr. Houghton did a tour, in fact, of about five (5)
3 different potential bidders to judge what interest
4 there might be in becoming involved in -- in some
5 arrangement, a then unspoken arrangement, with respect
6 to -- to Collus.

7 Evidence I -- I believe we've heard
8 through the course of -- of this matter is that the
9 meeting with one (1) of the five (5) bidders, i.e.,
10 PowerStream, took place at the PowerStream location on
11 July 7th, and it appears to have been a meeting that
12 was thereafter reported to the STT team and reported
13 to the -- to the full board of -- of Collus, et
14 cetera. In fact, they -- they reported all -- all
15 five (5) of the meetings.

16 Just to kind of clarify the confusion
17 as to what was taking place on July 7th, I take it
18 it's not inconsistent with your memory of your
19 observations on July 7th that Mr. Muncaster and Mr.
20 Houghton were there on that day for one (1) of their
21 five (5) introductory meetings that we've heard about
22 with the five (5) potential bidders in this -- in this
23 process that unfolded.

24 Do you have a question out of that? I
25 mean, have you lost the...

1 MR. PAUL BONWICK: I was trying to
2 follow what --

3 MR. FREDERICK CHENOWETH: All right.

4 MR. PAUL BONWICK: So, to understand
5 you properly, you said there was a meeting at
6 PowerStream headquarters on July the 7th --

7 MR. FREDERICK CHENOWETH: Well, that
8 seems to be what you --

9 MR. PAUL BONWICK: -- or on or about?

10 MR. FREDERICK CHENOWETH: That seems
11 to be what you've confirmed, that you saw Muncaster
12 and Houghton there?

13 MR. PAUL BONWICK: I don't recall
14 saying a date. I recall seeing them there.

15 MR. FREDERICK CHENOWETH: That's true.
16 You didn't have a date.

17 MR. PAUL BONWICK: Correct.

18 MR. FREDERICK CHENOWETH: But others
19 seem to have confirmed a date of July 7th.

20 MR. PAUL BONWICK: Yeah.

21 MR. FREDERICK CHENOWETH: I don't want
22 to -- I don't want to drag this out. My -- the simple
23 import of my question, is it possible that the -- that
24 the meeting that you observed on the date that others
25 has tagged as July 7th was in fact the meeting that

1 Houghton and Muncaster had with one (1) of the five
2 (5) bidders being PowerStream in July of 2011?

3 MR. PAUL BONWICK: Possible.

4 MR. FREDERICK CHENOWETH: Thank you.

5

6 (BRIEF PAUSE)

7

8 MR. FREDERICK CHENOWETH: If we could
9 pull up a document. And this is summary document 1-3,
10 paragraph 40.

11

12 (BRIEF PAUSE)

13

14 MR. FREDERICK CHENOWETH: This is
15 about August 24th. Just read that quickly, Mr.
16 Bonwick.

17

18 (BRIEF PAUSE)

19

20 MR. FREDERICK CHENOWETH: I think I'm
21 looking for another paragraph here. Tell me, I'm just
22 interested in the topics here that were discussed at
23 this August 24th meeting.

24 Was the -- was the solar vent project
25 one of the main topics discussed at that -- on that

1 occasion?

2 MR. PAUL BONWICK: I think in
3 fairness, that's pretty close to the same question
4 that Ms. McGrann asked me. I couldn't recall the
5 details of the discussion, and I started to use that
6 word again -- I'm going to assume -- and she corrected
7 me and suggested, please, don't. Stick to what you
8 know.

9 I don't recall. I'm not sure why
10 Mark Henderson would be involved. Well, he is the
11 operation -- he's -- I think he was the chief
12 operating officer. So it -- it's possible, but I
13 don't recall.

14 MR. FREDERICK CHENOWETH: Those are my
15 questions. Thank you, Your Honour. Thank you,
16 Mr. Bonwick.

17 THE HONOURABLE FRANK MARROCCO: Thank
18 you, Mr. Chenoweth. Mr. Marron...?

19 MR. GEORGE MARRON: Yeah. I have no
20 questions.

21 THE HONOURABLE FRANK MARROCCO: Thank
22 you.

23 MR. MICHAEL WATSON: Just one moment,
24 Your Honour, please, if you will. Thank you,
25 Your Honour.

1

2 CROSS-EXAMINATION BY MR. MICHAEL WATSON:

3

MR. MICHAEL WATSON: So, Mr. Bonwick,
4 you know that my name is Michael Watson, and I'm one
5 of the lawyers for Alectra, which is the current name
6 of what used to be PowerStream. Yes?

7

MR. PAUL BONWICK: Yes.

8

MR. MICHAEL WATSON: All right. Now,
9 you have -- you are a party, of course, to this
10 proceeding?

11

MR. PAUL BONWICK: Yes.

12

MR. MICHAEL WATSON: All right. And
13 you have been here throughout the evidence of all of
14 the witnesses over the past several weeks?

15

MR. PAUL BONWICK: Yes.

16

MR. MICHAEL WATSON: And you have
17 listened, I take it, to the evidence of those
18 witnesses?

19

MR. PAUL BONWICK: Yes.

20

MR. MICHAEL WATSON: And you have, I
21 take it, read many of the transcripts that are on the
22 court website.

23

MR. PAUL BONWICK: Some.

24

MR. MICHAEL WATSON: Right. Before
25 going into the witness box to give your evidence

1 starting yesterday.

2 MR. PAUL BONWICK: No. Sorry. Could
3 you expand on that, please.

4 MR. MICHAEL WATSON: Yes. You have
5 listened to all of the evidence of the witnesses --

6 MR. PAUL BONWICK: Yes.

7 MR. MICHAEL WATSON: -- and you have
8 read transcripts of some of the evidence as well.
9 Right? And you did that before you started giving
10 your evidence yesterday.

11 MR. PAUL BONWICK: Yes.

12 MR. MICHAEL WATSON: And indeed, you
13 have made reference liberally throughout your evidence
14 about the evidence of others that has been given
15 during the course of these proceedings. Right?

16 MR. PAUL BONWICK: Yes.

17 MR. MICHAEL WATSON: All right. And I
18 want to -- I want to ask you about, you said yesterday
19 that your view was that -- that full disclosure is
20 better than non-disclosure.

21 Do you remember saying that?

22 MR. PAUL BONWICK: Yes.

23 MR. MICHAEL WATSON: And that, I take
24 it, was -- and that was specifically with respect to
25 the proposal that you sent to Mr. Bentz in January

1 2011. Do you remember you were asked about that?

2 MR. PAUL BONWICK: Yes.

3 MR. MICHAEL WATSON: And you said that
4 you sent the proposal to Mr. Houghton for his review.

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: Right. And you
7 were asked why you did that. You remember that?

8 MR. PAUL BONWICK: Yes.

9 MR. MICHAEL WATSON: All right. And
10 in response, you said those words that disclosure is
11 better than non-disclosure, and you wanted
12 Mr. Houghton to see the proposal for that reason.

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: Because after
15 all, you had discussions with Mr. Houghton, and he was
16 the one who had -- if I can use this terminology --
17 put you onto Mr. Bentz.

18 MR. PAUL BONWICK: Yes.

19 MR. MICHAEL WATSON: Right. And I
20 take it that your view about disclosure being better
21 than non-disclosure was something that you bore in
22 mind and that you tried to follow throughout your
23 relationship with PowerStream to and including the end
24 of the -- or the consummation -- the closing of the
25 transaction. Fair?

1 MR. PAUL BONWICK: Yes.

2 MR. MICHAEL WATSON: And I take it
3 that that thought that you had of disclosure rather
4 than non-disclosure being better would apply
5 particularly to your client PowerStream with whom
6 you'd entered into -- or you did enter into an
7 agreement on June 7th of 2011. Fair?

8 MR. PAUL BONWICK: Yes.

9 MR. MICHAEL WATSON: All right. Now,
10 your view was that the solar vent project could be
11 good for PowerStream in the event of an RFP or a
12 process for the sale or some other transaction
13 involving Collus?

14 MR. PAUL BONWICK: Yes.

15 MR. MICHAEL WATSON: And specifically,
16 if PowerStream contributed to the purchase of solar
17 vents by paying for them that that could stand
18 PowerStream in good stead in the community and with
19 respect to its possible bid on a forthcoming RFP.
20 Right?

21 MR. PAUL BONWICK: So to be clear, my
22 understanding of how PowerStream and Collus ran the
23 program, is they purchased the vents, and then they
24 sold the vents. And then they either allowed the
25 homeowner to pay for it up front, or they allowed them

1 to defer it over a period of time on their bill.

2 MR. MICHAEL WATSON: Well, it costs
3 PowerStream money overall to buy these vents. Do you
4 agree with that?

5 MR. PAUL BONWICK: I -- I'm not sure
6 that's the case. I -- I --

7 MR. MICHAEL WATSON: I see. All
8 right. And so -- so you were not aware of the fact
9 that PowerStream contributed money that it didn't --
10 that it didn't get back for the solar vents on this
11 pilot initiative?

12 MR. PAUL BONWICK: I'm not sure what
13 the absorption rate was based on the numbers that they
14 purchased.

15 MR. MICHAEL WATSON: M-hm.

16 MR. PAUL BONWICK: And in fairness,
17 I'll backtrack on that. Yes, there was some that they
18 gave away.

19 MR. MICHAEL WATSON: Yes. And if we
20 can go, please, to the -- sorry.

21 This morning, one of the things that
22 you had said was that your view again was that, you
23 know, your involvement with this and the solar vent
24 and so on, it was part of what you were doing for
25 PowerStream. Do you remember saying that?

1 MR. PAUL BONWICK: To a very limited
2 degree but yes.

3 MR. MICHAEL WATSON: Yes. And you
4 had -- could we turn up, please, FD paragraph 244.

5

6 (BRIEF PAUSE)

7

8 MR. MICHAEL WATSON: You remember you
9 were asked about this -- well, this particular
10 paragraph this morning. I'll just give you a moment
11 to read it over again.

12 MR. PAUL BONWICK: Yes.

13 MR. MICHAEL WATSON: All right. And
14 you were asked about Mr. Houghton sharing some
15 interesting information in terms of his discussion
16 with other LDCs as it relates to partnership
17 opportunities.

18 Do you remember being asked about that?

19 MR. PAUL BONWICK: Yes.

20 MR. MICHAEL WATSON: And you remember
21 being asked what those opportunities were?

22 MR. PAUL BONWICK: Yes.

23 MR. MICHAEL WATSON: And in response,
24 I made a note. You said this this morning. I just
25 want to confirm that I got this right. First of all,

1 you agreed that indeed, you did send that email.

2 Right?

3 MR. PAUL BONWICK: Yes.

4 MR. MICHAEL WATSON: And you said:

5 "Ed Houghton told me that there
6 appeared to be a more positive
7 response on the solar vent side than
8 he had anticipated."

9 Do you remember you said that?

10 MR. PAUL BONWICK: Yes.

11 MR. MICHAEL WATSON: And that was what
12 this was about.

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: Right. And
15 that -- and you said that:

16 "This was positive from
17 PowerStream's perspective. It
18 opened the door to further
19 partnerships and mergers."

20 You remember saying that.

21 MR. PAUL BONWICK: It had the
22 potential to be positive for PowerStream. I don't
23 have the transcript in front of me, but the gist of
24 the conversation was -- or my response was that this
25 had the potential to be positive for PowerStream if

1 other LDCs within the CHEC group participated.

2 MR. MICHAEL WATSON: Right. Because
3 it could open the door to further partnerships and
4 mergers.

5 MR. PAUL BONWICK: It certainly
6 created a comfort level in terms of relationship if
7 you're attached to one initiative.

8 MR. MICHAEL WATSON: All right. And
9 then you said -- right after that, you said:

10 "My responsibility was to support
11 PowerStream from the PR point of
12 view. This--"

13 Meaning when we're talking about the
14 solar vents and the positive response:

15 "-- puts PowerStream in a more
16 favourable light."

17 Do you remember saying that?

18 MR. PAUL BONWICK: Yes.

19 MR. MICHAEL WATSON: Right. This is
20 the best transcript we've got, at least until tonight.

21 And so if we can now please go to
22 CJI7644, the September 12th statement. You were asked
23 about this this morning.

24 And you remember this statement from
25 ISSI to you September 12th of 2011?

1 MR. PAUL BONWICK: Yes.

2 MR. MICHAEL WATSON: All right. And
3 this obviously had to do with the solar vent
4 initiative, right?

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: All right. And
7 we see here the -- it has quantity 1,000, and that was
8 1,000 solar vents, right?

9 MR. PAUL BONWICK: Correct.

10 MR. MICHAEL WATSON: Right. And it
11 says "purchased jointly by Collus and PowerStream for
12 pilot project", that was a proper description of
13 indeed what they had been purchased for?

14 MR. PAUL BONWICK: Correct.

15 MR. MICHAEL WATSON: And you remember
16 that it was 50/50 PowerStream paid for half and Collus
17 Paid for half?

18 MR. PAUL BONWICK: Correct.

19 MR. MICHAEL WATSON: Right. And then
20 the cost of the units, well, the cost of each unit was
21 \$155 to -- to PowerStream and \$155 to Collus?

22 MR. PAUL BONWICK: Correct.

23 MR. MICHAEL WATSON: And the actual
24 cost of the units then, that is to ISSI, was \$60 per
25 unit, we see that, right?

1 MR. PAUL BONWICK: That's what they
2 put forward.

3 MR. MICHAEL WATSON: Right. And then
4 if we scroll down, this is a pretty simple statement,
5 you simply subtract the two and you get what the gross
6 profit was then to ISSI for the PowerStream and Collus
7 purchase of these units for the solar vent initiative?

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: And your company
10 got 35 percent of that, right?

11 MR. PAUL BONWICK: Correct.

12 MR. MICHAEL WATSON: And so -- so half
13 of what your company got came from money that Collus
14 had paid for the solar vents?

15 MR. PAUL BONWICK: Sorry, statement or
16 question?

17 MR. MICHAEL WATSON: Yes?

18 MR. PAUL BONWICK: Yes.

19 MR. MICHAEL WATSON: And half came
20 from what PowerStream had paid for its half?

21 MR. PAUL BONWICK: Correct.

22 MR. MICHAEL WATSON: And this was at a
23 time when you were being paid a monthly fee under your
24 agreement?

25 MR. PAUL BONWICK: Correct.

1 MR. MICHAEL WATSON: Okay, so I take
2 it that you didn't tell PowerStream that you were
3 getting money, profit, from the solar vents that
4 PowerStream had purchased as part of this initiative?

5 MR. PAUL BONWICK: To be clear, my
6 company was deriving income from these units, and no,
7 that was not declar -- that was not disclosed to
8 PowerStream.

9 MR. MICHAEL WATSON: And to put in the
10 active voice, rather than the passive, you did not
11 tell PowerStream that your company was being paid
12 money that -- out of the money that PowerStream had
13 paid for these solar vents?

14 MR. PAUL BONWICK: Correct.

15 MR. MICHAEL WATSON: The solar vents
16 that you thought would be a good idea, under your
17 responsibilities, under the agreement to advance
18 PowerStream's interest, right?

19 MR. PAUL BONWICK: I thought it was a
20 reasonable measure in terms of PR from their
21 perspective and as I've stated for the record, I felt
22 that this was a relatively small first step in terms
23 of the actual opportunity for the product itself.

24 MR. MICHAEL WATSON: Right. So
25 certainly -- it was certainly a reasonable step for

1 PowerStream, right?

2 MR. PAUL BONWICK: Correct.

3 MR. MICHAEL WATSON: And kind of a
4 nice little reasonable step for you too, to get some
5 of this money from PowerStream without them knowing.
6 Fair?

7 MR. PAUL BONWICK: No.

8 MR. MICHAEL WATSON: Okay. Then let's
9 go on to talk about Mr. Chadwick. If we can turn up
10 summary document 1-5, please. Paragraph 5 you were
11 asked about this this morning.

12 So this is Mr. Chadwick and then we're
13 going to spend just a little bit of -- of time on
14 this. And I want to -- and you recall that you were
15 asked about -- about this in your evidence in-chief?

16 MR. PAUL BONWICK: Yes.

17 MR. MICHAEL WATSON: All right. And
18 some evidence of Mr. Chadwick was referred to you, but
19 I actually want to take you to the transcript.

20 If we could please turn up the
21 transcript from May 1st. Page 150. Yes, starting at
22 line 1. So Mr. Chadwick was asked about this. I'm
23 not going to read it into the record. But what I'm
24 going to ask to do is have it scrolled down this page
25 and half of the next page, just for you to take a look

1 at it, Mr. Bonwick. I know you heard it live, but
2 just to remind you.

3 MR. PAUL BONWICK: Thank you.

4 MR. MICHAEL WATSON: So please, if we
5 could do that. And if you could just direct the court
6 operator.

7 MR. PAUL BONWICK: Please, start going
8 down. Down. Thank you. Go down, please. Keep going
9 down. Yes, down. Down.

10 MR. MICHAEL WATSON: And then down to
11 line 14.

12 MR. PAUL BONWICK: Okay.

13 MR. MICHAEL WATSON: I take it you now
14 remember this reminds you of what Mr. Chadwick's
15 evidence was?

16 MR. PAUL BONWICK: Right.

17 MR. MICHAEL WATSON: I take it you
18 don't take any issue with what Mr. Chadwick said here?

19 MR. PAUL BONWICK: No.

20 MR. MICHAEL WATSON: And -- and so --
21 so you told him who the two (2) clients were, to whom
22 you would be giving your -- with whom you would be
23 sharing this information that he was going to be
24 collecting for you, right?

25 MR. PAUL BONWICK: I must have for him

1 to know those two (2) names.

2 MR. MICHAEL WATSON: Right.

3 MR. PAUL BONWICK: Sorry, I must have
4 to have him know those two names. I'm unsure and I
5 would have to check the record, but I believe it was
6 distributed beyond those two as well.

7 MR. MICHAEL WATSON: Perhaps, I'm not
8 concerned with them. In fact, I'm not even concerned
9 about Blackstone. Now then, could we please go to the
10 Glicksman affidavit, which I believe is affidavit 8
11 and Exhibit E.

12 I probably should have noted what page
13 it's on, but it's someplace here. Okay, we're getting
14 close. There we go. All right.

15 So this is the -- an invoice that you
16 sent to PowerStream on September 1st, right?

17 MR. PAUL BONWICK: Yes.

18 MR. MICHAEL WATSON: And if we could
19 just scroll down, I think we've seen this before, just
20 stopping there.

21 The retainer of 10,000 and then
22 expenses and of course the retainer of 10,000 was the
23 monthly retainer fee under the June 7th agreement?

24 MR. PAUL BONWICK: Yes.

25 MR. MICHAEL WATSON: And then under

1 the agreement as well you were entitled to be
2 reimbursed for expenses?

3 MR. PAUL BONWICK: Correct.

4 MR. MICHAEL WATSON: And then if we go
5 down to the next page, we see then the expenses and it
6 has solar launch event and advertising.

7 And so this was for the solar event
8 initiative that we talked about, right?

9 MR. PAUL BONWICK: Yes.

10 MR. MICHAEL WATSON: And -- and indeed
11 it specifically as well, the advertising media and
12 expenses associated with the launch event for the
13 solar vent in August that Mr. Bentz was at?

14 MR. PAUL BONWICK: Correct.

15 MR. MICHAEL WATSON: Right.

16 And I believe that you -- you went to
17 that event as well, right?

18 MR. PAUL BONWICK: Yes.

19 MR. MICHAEL WATSON: Yes. And then
20 there was some social event, golf or something
21 afterwards?

22 MR. PAUL BONWICK: Correct.

23 MR. MICHAEL WATSON: Right. So when --

24 MR. PAUL BONWICK: The Mayor's Golf
25 Tournament.

1 MR. MICHAEL WATSON: I'm sorry?

2 MR. PAUL BONWICK: Sorry, the Mayor's
3 Golf Tournament.

4 MR. MICHAEL WATSON: Right. And you -
5 - and you billed PowerStream for these expenses
6 because it was for PowerStream's benefit for its
7 public relations and so on in the way that you have
8 described under your retainer agreement.

9 MR. PAUL BONWICK: All the expenses in
10 the first line would have been pre-approved in order
11 to include those in there.

12 MR. MICHAEL WATSON: Right, because it
13 was part of your scope of work under your agreement?

14 MR. PAUL BONWICK: Fair.

15 MR. MICHAEL WATSON: Yes. And then
16 the second item there is blog and media monitoring,
17 electricity issues, and of course that's reference to
18 the work that Mr. Chadwick was doing.

19 MR. PAUL BONWICK: For Compenso.

20 MR. MICHAEL WATSON: Yes. Right.

21 And -- and 50 percent to be billed --
22 50 percent to be billed to Collus. So 50 percent was
23 going to Collus and 50 percent was going -- was being
24 billed to PowerStream, is that it?

25 MR. PAUL BONWICK: As I read it now,

1 yes. That was the proposed -- as you can see in
2 brackets underneath, it's got to be discussed.

3 MR. MICHAEL WATSON: To be discussed
4 with whom?

5 MR. PAUL BONWICK: Mr. Glicksman.

6 MR. MICHAEL WATSON: All right, and --
7 and -- why did you think when you sent this that it
8 had to be discussed with Mr. Glicksman?

9 MR. PAUL BONWICK: I wouldn't have had
10 authorization to bill that. If I had authorization to
11 bill it, it would not be to be discussed.

12 MR. MICHAEL WATSON: I see.

13 And I take it you knew that if -- if
14 PowerStream made a -- a bid on the RFP that was at
15 that time likely to be issued, as I think everybody
16 knew, that that would have to, of course, come before
17 Council for a vote?

18 MR. PAUL BONWICK: Yes.

19 MR. MICHAEL WATSON: Because of course
20 the Council was the share -- sorry, the Town was the
21 shareholder and Council spoke for the Town, right?

22 MR. PAUL BONWICK: Yes.

23 MR. MICHAEL WATSON: Right. And Mr.
24 Chadwick was a councillor and he therefore would be in
25 a position to be voting on that, right?

1 MR. PAUL BONWICK: Yes.

2 MR. MICHAEL WATSON: And that might
3 create a conflict for him?

4 MR. PAUL BONWICK: If he felt it did,
5 that would be his choice.

6 MR. MICHAEL WATSON: Just a sec. He -
7 - he was being paid by your company for work that was
8 yes, going to come to Compenso, but you had told him
9 who your clients were and that it was going to be
10 going to PowerStream and -- and Blackstone, you've
11 already confirmed that you told him that, right?

12 So he knew that, that that's where
13 ultimately his work was going to go?

14 MR. PAUL BONWICK: Fair.

15 MR. MICHAEL WATSON: Right. And
16 therefore, not directly but indirectly, I guess kind
17 of in the same way as not holding, but you know,
18 Collus Power, you know, is owned by the Town, he would
19 therefore have known and appreciated that indirectly
20 he was -- the work he was doing was going to
21 PowerStream and he was being paid; yes?

22 MR. PAUL BONWICK: I'm not sure I
23 would agree. And -- and I don't want to put too fine
24 a point on this. Mr. Chadwick is employed for
25 contract services for Compenso Communications.

1 He's tasked with providing a news
2 clipping service to the broader energy sector -- or
3 from the broader energy sector. He is aware one (1)
4 of my clients is PowerStream. And he's aware that
5 Compenso uses the information that he provides us and
6 distributes it to our clients, including Compenso.

7 So, I'm not --

8 MR. MICHAEL WATSON: No, not including
9 Compenso --

10 MR. PAUL BONWICK: Sorry.

11 MR. MICHAEL WATSON: -- including
12 PowerStream?

13 MR. PAUL BONWICK: My -- my apologies,
14 including PowerStream. And I'm not sure that creates
15 a conflict. That would be -- have to be something
16 that he would -- to determine himself.

17 MR. MICHAEL WATSON: Well, it
18 certainly must have occurred to you that it might very
19 well create a conflict?

20 MR. PAUL BONWICK: It has the
21 potential to create a conflict.

22 MR. MICHAEL WATSON: Right, and you
23 knew it at the time?

24 MR. PAUL BONWICK: This matter wasn't
25 before Council at the time, but, again, I did not give

1 it any consideration as it related to a potential
2 conflict for the very fact that I described it to him.

3 MR. MICHAEL WATSON: Right. And you
4 didn't tell Mr. Glicksman or anybody at PowerStream
5 that you had hired Mr. Chadwick to do this work that
6 you were going to bill them for and send on to -- for
7 the work they were going to send on to them, right?

8 MR. PAUL BONWICK: If we could bring
9 up Mr. Glicksman's affidavit, I believe he stated
10 that, when he was informed that Mr. Chadwick was doing
11 the work, that he raised the issue on it --

12 MR. MICHAEL WATSON: Well, we can
13 bring up the affidavit certainly to take -- take a
14 look at that. And I think it's around paragraph 12 or
15 something like that.

16 MR. PAUL BONWICK: I'm unsure.

17 MR. MICHAEL WATSON: This is actually
18 an exhibit, too. So, if we could go up -- back up to
19 the top of this same document. And then we can find -
20 - yeah, okay, 14. All right.

21

22 (BRIEF PAUSE)

23

24 MR. MICHAEL WATSON: You've had chance
25 to read that.

1 MR. PAUL BONWICK: Yes.

2 MR. MICHAEL WATSON: All right. And
3 probably want to go down. I think it goes over onto
4 the next page.

5 MR. PAUL BONWICK: Surely. Yes. All
6 right.

7 MR. MICHAEL WATSON: And so, this --
8 it was only when Mr. Glicksman queried Mr. Fagen, and
9 then got in touch with you, that this came out as to
10 who it was, right? It was Chadwick?

11 MR. PAUL BONWICK: No. I would say,
12 first of all, Mr. Fagen would no -- have no idea who
13 Mr. Chadwick was or who was providing the news
14 clipping service or what Mr. Chadwick did for a living
15 unless I informed him of that.

16 MR. MICHAEL WATSON: All right. What
17 I'm saying is Mr. -- Mr. Glicksman contacted Mr. Fagen
18 to ask what this was all about. And then Mr.
19 Glicksman ended up speaking to you and asking what
20 this was all about.

21 And only at that point did you
22 disclosure it was Mr. Chadwick. And you remember the
23 notes where he said conflict?

24 MR. PAUL BONWICK: So, circle back.
25 Mr. Fagen would have been made aware by me, who's a

1 senior manager for PowerStream, that I had Mr.
2 Chadwick providing this service for me. And I would
3 have had to tell Mr. Fagen that Mr. Chadwick was a
4 municipal councillor, or he wouldn't have known that.

5 MR. MICHAEL WATSON: Well, no, but --
6 but Mr. Glicksman never said that he found that out
7 from Mr. Fagen. Are you saying -- when you say you
8 would have, are you saying I have a memory of it,
9 telling Mr. Fagen that?

10 MR. PAUL BONWICK: No, but I'm saying,
11 when you're cross-examining me, you're suggesting that
12 Mr. Glicksman queried Mr. Fagen on the invoice and
13 what services, and then called me to find out what's
14 going on with Ian Chadwick.

15 MR. MICHAEL WATSON: Not what's going
16 on with Ian Chadwick --

17 MR. PAUL BONWICK: -- understood --

18 MR. MICHAEL WATSON: -- to ask you
19 about this.

20 MR. PAUL BONWICK: Okay.

21 MR. MICHAEL WATSON: And then, at that
22 point, you told him what it was about and that it was
23 Ian Chadwick?

24 MR. PAUL BONWICK: Correct.

25 MR. MICHAEL WATSON: And it came from

1 you?

2 MR. PAUL BONWICK: Correct.

3 MR. MICHAEL WATSON: Okay. Good.

4 Thank you. Let's go to something else. And we're
5 going back a little bit to -- to the beginning, Mr.
6 Houghton's evidence and your evidence about him
7 telling you what his concerns were about your proposal
8 and about the possibility of you doing work for
9 PowerStream concerning Collus.

10 Do you remember all of that?

11 MR. PAUL BONWICK: Correct.

12 MR. MICHAEL WATSON: All right. And -
13 - and you had discussions with Mr. Houghton about the
14 electricity industry sector, according to your
15 evidence, starting in the summer of 2010?

16 MR. PAUL BONWICK: Correct.

17 MR. MICHAEL WATSON: And -- and did
18 Mr. Houghton in the course of any of your discussions
19 tell you that he had met with Mr. Bentz on December
20 3rd?

21 MR. PAUL BONWICK: Of 2010?

22 MR. MICHAEL WATSON: Yes.

23 MR. PAUL BONWICK: No, I don't believe
24 so.

25 MR. MICHAEL WATSON: All right. And

1 so, by the time you sent your email on January 10th to
2 Mr. Bentz, you did not know that Mr. Houghton had met
3 with Mr. Bentz. Is that your evidence?

4 MR. PAUL BONWICK: I'm sorry, I'm --
5 I'm backtracking. I thought you were talking about
6 prior to me meeting with Mr. Houghton, Mr. Houghton
7 had already had a meeting with Mr. Bentz.

8 MR. MICHAEL WATSON: No, no, no.
9 Okay, let -- let's start over again.

10 MR. PAUL BONWICK: Please.

11 MR. MICHAEL WATSON: You now know that
12 Mr. Houghton had a meeting with Mr. Bentz on December
13 3rd, 2010?

14 MR. PAUL BONWICK: Yes.

15 MR. MICHAEL WATSON: All right. You
16 said in your evidence that your discussions with Mr.
17 Houghton concerning the electricity sector started in
18 the summer of 2010?

19 MR. PAUL BONWICK: Correct.

20 MR. MICHAEL WATSON: And I got the
21 impression that you were saying that there were
22 several of those discussions that you had with him
23 from the summer of 2010 through to the end of 2010 and
24 maybe even into 2011. Did I get that right?

25 MR. PAUL BONWICK: I don't know if it

1 was several, but there was discussions that we had had
2 for sure.

3 MR. MICHAEL WATSON: Well, about --
4 about how many?

5 MR. PAUL BONWICK: I don't recall.

6 MR. MICHAEL WATSON: Well, all right,
7 but is -- was it one (1), five (5), ten (10), twenty
8 (20), approximately?

9 MR. PAUL BONWICK: You say you don't
10 recall. And then you want a number. That's an
11 interesting prospect. I'm going to -- three (3) or
12 four (4) times maybe, maybe.

13 MR. MICHAEL WATSON: Okay. That's
14 fine. That's all I want --

15 MR. PAUL BONWICK: -- know --

16 MR. MICHAEL WATSON: -- an approximate
17 number. And I take it that you had those discussions
18 starting in the summer of 2010, and then through the
19 rest of 2010?

20 MR. PAUL BONWICK: Correct.

21 MR. MICHAEL WATSON: Okay, and perhaps
22 -- and perhaps maybe even into January of 2011?

23 MR. PAUL BONWICK: Entirely possible.

24 MR. MICHAEL WATSON: All right. And -
25 - and it was sometime in that time, among -- in those

1 discussions, that Mr. -- that you asked about someone
2 that you might speak to and Mr. Houghton talked about
3 Brian Bentz?

4 MR. PAUL BONWICK: Correct.

5 MR. MICHAEL WATSON: All right.

6 MR. PAUL BONWICK: And PowerStream.

7 MR. MICHAEL WATSON: All right. He --
8 he said PowerStream and Brian Bentz?

9 MR. PAUL BONWICK: Yes.

10 MR. MICHAEL WATSON: Had you ever
11 heard the name Brian Bentz before?

12 MR. PAUL BONWICK: No.

13 MR. MICHAEL WATSON: I take it you had
14 probably heard the name PowerStream?

15 MR. PAUL BONWICK: Yes.

16 MR. MICHAEL WATSON: What had you
17 heard about PowerStream?

18 MR. PAUL BONWICK: I had heard that a
19 large LDC in the Province of Ontario. I had heard
20 that they had been involved in mergers and
21 acquisitions in the past. I had heard that Bentz was
22 viewed as an industry leader.

23 I was aware of the fact that they had
24 merged or created a partnership with Barrie. I think
25 that would be a fair assessment of --

1 MR. MICHAEL WATSON: All right.

2 MR. PAUL BONWICK: -- what I knew of
3 them.

4 MR. MICHAEL WATSON: And I take it
5 that this was what you learned during what you
6 described, I lost track, yesterday or today as your
7 research during the course of those months into the
8 sector because you were interested?

9 MR. PAUL BONWICK: Some on research
10 for Blackstone. I had the -- during my time with
11 Blackstone, I was engaged with the Ministry of Energy,
12 as well. Conversations had come up in the LDC sector,
13 and again -- or regarding the LDC sector, and so not
14 so much me making inquiries but being privy to
15 conversations, and hearing some things about
16 PowerStream, as well.

17 MR. MICHAEL WATSON: Okay, and hearing
18 things about PowerStream and Brian Bentz and so on, as
19 you've described?

20 MR. PAUL BONWICK: And I should also
21 qualify that by saying I'd -- I had heard some things
22 about some of the other utilities, as well.

23 MR. MICHAEL WATSON: I understand.
24 And so, I understand we're talking about, you know,
25 the couple of years before this whole thing sort of

1 started it?

2 MR. PAUL BONWICK: Leading up to it,
3 or certainly the year before or more.

4 MR. MICHAEL WATSON: Right. And one
5 (1) of the things that you heard was that -- that
6 Brian Bentz was an industry leader, I think you just
7 said?

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: Right. I thought
10 you just told me that you'd never heard of Brian
11 Bentz's name until Mr. Houghton mentioned it to you?

12 MR. PAUL BONWICK: Sorry, I would have
13 heard that.

14 MR. MICHAEL WATSON: What -- what
15 does, "Would have," meant? What -- what does that
16 mean?

17 MR. PAUL BONWICK: Well, I -- bests
18 answer. I'm -- I'm sure I would have heard Mr.
19 Bentz's name. And I don't know if I could delineate
20 between the time I heard about PowerStream prior to
21 Mr. Houghton or afterwards. I didn't write it down in
22 a journal.

23 Irrespective of the date, it -- it was
24 communicated to me that he was an industry leader. I
25 guess that's what I'm trying to communicate to you.

1 MR. MICHAEL WATSON: All right. So it
2 -- it's entirely possible that you knew that before
3 Mr. Houghton ever mentioned Mr. Bentz's name to you?

4 MR. PAUL BONWICK: It's possible,
5 right.

6 MR. MICHAEL WATSON: And is it,
7 therefore, possible that maybe you raised Mr. Bentz's
8 name with Mr. Houghton when you talked to him about to
9 whom you might speak?

10 MR. PAUL BONWICK: I don't think so.

11 MR. MICHAEL WATSON: Okay. Now -- and
12 -- and I take it that Mr. -- Mr. Houghton told you
13 that he knew Mr. Bentz --

14 MR. PAUL BONWICK: Yes.

15 MR. MICHAEL WATSON: -- and that he
16 had dealt with him in various capacities in very
17 events over the years?

18 MR. PAUL BONWICK: I don't think he
19 got into that kind of detail. I think he spoke about
20 PowerStream. He said he had a relationship with
21 Bentz.

22 MR. MICHAEL WATSON: All right. And I
23 take it that he said -- and you got the impression
24 that he respected Mr. Bentz?

25 MR. PAUL BONWICK: Yes.

1 MR. MICHAEL WATSON: And this was in
2 accordance with what you had heard about Mr. Bentz
3 before.

4 MR. PAUL BONWICK: And PowerStream.

5 MR. MICHAEL WATSON: Right. Now, when
6 you say that Mr. Houghton expressed this concern, I
7 want to understand it.

8 Was Mr. Houghton expressing the concern
9 that he just didn't want you to use the word
10 Collingwood or Collus in any documentation with
11 PowerStream? Or did it go further and that he didn't
12 want you to be doing any work for PowerStream in
13 respect of Collus or Collingwood if that arose?

14 MR. PAUL BONWICK: Clearly, it was
15 about using the word at that time.

16 MR. MICHAEL WATSON: At what time?

17 MR. PAUL BONWICK: During introductory
18 letters, when I was introducing the concept and the
19 idea of the proposal and some of the ideas that might
20 go into our services I would provide. He was
21 concerned about utilizing or using the word Collus
22 during that introductory session.

23 He was -- sorry -- he was not --
24 certainly did not communicate to me in any fashion at
25 that time that he was adverse to develop -- me

1 developing a relationship or becoming engaged with
2 PowerStream should an opportunity did come up in
3 Collingwood.

4 MR. MICHAEL WATSON: All right. And
5 by opportunity coming up in Collingwood, obviously
6 what was being discussed was an opportunity respecting
7 Collus of which he was CEO.

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: All right. Now,
10 you sent your email to Mr. Bentz on January 10th,
11 right, of 2011?

12 MR. PAUL BONWICK: Correct.

13 MR. MICHAEL WATSON: How long before
14 that did you have the discussion with Mr. Houghton in
15 which either you mentioned Bentz's name to him or he
16 mentioned Bentz's name to you?

17 MR. PAUL BONWICK: I don't recall the
18 date.

19 MR. MICHAEL WATSON: I'm not asking
20 for a date, sir. We're talking about periods of time.
21 Was it back in the summer of 2010? Was it in January?
22 Was it before or after what you now know as the
23 December 3rd meeting?

24 MR. PAUL BONWICK: Right. It could
25 have been in the fall.

1 MR. MICHAEL WATSON: So September to
2 December, sometime in there.

3 MR. PAUL BONWICK: That would be fair.

4 MR. MICHAEL WATSON: All right.
5 According to the best of your recollection now.

6 MR. PAUL BONWICK: Yes.

7 MR. MICHAEL WATSON: And why did you
8 wait until January of 2011 to contact Mr. Bentz?

9 MR. PAUL BONWICK: Again, not knowing
10 the particular date, I think you've heard testimony.
11 I had other clients, was doing other work for other
12 companies. I'd have to look back through and see when
13 one contract terminated or ended, and was there an
14 opportunity to become more actively involved at that
15 point in time?

16 MR. MICHAEL WATSON: But it had been
17 worth your while to spend time with Mr. Houghton --
18 three (3) or four (4) occasions at least -- and to do
19 research starting the summer of 2010 and going through
20 at least to the end of the year on the idea of
21 becoming involved in the electricity sector. Right?

22 MR. PAUL BONWICK: I don't want to
23 overstate the amount of time and energy that went into
24 having a conversation. There wasn't specific meetings
25 set up with Mr. Houghton to let's sit down and talk

1 about PowerStream.

2 These would have been held in a general
3 conversation where LDC, Collus, any number of
4 different issues within the municipality might come
5 up. Have you done anything with PowerStream? No.
6 Or --

7 MR. MICHAEL WATSON: I see.

8 MR. PAUL BONWICK: So I -- I don't
9 want to make it -- I don't want to leave it on the
10 record as if it was something structured in terms of
11 me moving forward in a process, and all of sudden,
12 January 5th hit, and that's the date that I decided to
13 send it.

14 MR. MICHAEL WATSON: I don't --

15 MR. PAUL BONWICK: Much -- much more
16 loose than that.

17 MR. MICHAEL WATSON: I see. I don't
18 have the document number. Can we bring up the
19 January 10th email, please, from Mr. Bonwick to
20 Mr. Bentz.

21 Your Honour, I probably will have about
22 half an hour more. I don't know when you wish to take
23 a break.

24 THE HONOURABLE FRANK MARROCCO: Well,
25 why don't we take a few minutes now since we're

1 looking for the document anyway.

2 MR. MICHAEL WATSON: Thank you,
3 Your Honour.

4

5 --- Upon recessing at 4:09 p.m.

6 --- Upon resuming at 4:20 p.m.

7

8 CONTINUED BY MR. MICHAEL WATSON:

9 MR. MICHAEL WATSON: Mr. Bonwick,
10 before we turn up the -- your -- your January 10th
11 email, I want to go back to what Mr. Houghton said to
12 you about his concern that you not use -- and I'll
13 just say, you know, the word "Collingwood" or "Collus"
14 in any document. That's essentially it, right, at
15 that -- at this point in time?

16 MR. PAUL BONWICK: He raised the issue
17 regarding including the word "Collingwood" at that
18 stage, or "Collus."

19 MR. MICHAEL WATSON: Right. And --
20 and at that stage we're talking about the
21 December/January time period?

22 MR. PAUL BONWICK: Correct.

23 MR. MICHAEL WATSON: All right. And I
24 take it that he -- that he raised this with you in
25 what -- his last of these three (3) or four (4)

1 discussions with you before you ultimately sent your
2 email on Jan -- on January 10th?

3 MR. PAUL BONWICK: Yes.

4 MR. MICHAEL WATSON: All right. And
5 so that would have been sometime in December or
6 January?

7 MR. PAUL BONWICK: November December,
8 yes.

9 MR. MICHAEL WATSON: November or
10 December?

11 MR. PAUL BONWICK: Right.

12 MR. MICHAEL WATSON: All right.

13 MR. PAUL BONWICK: I doubt we would
14 have been speaking over the holidays.

15 MR. MICHAEL WATSON: All right. And -
16 - and so what he, I take it, was saying to you is that
17 in any documentation going back and forth between --
18 or that you might send to PowerStream, as a result of
19 you contacting PowerStream, if you did, that he didn't
20 want you to use the word "Collingwood" or "Collus."

21 MR. PAUL BONWICK: I didn't take that
22 to that degree. He raised the issue of optics, from
23 what I can recall. His sensitivity was that they were
24 so early in their considerations in terms of what was
25 going on, he didn't want a letter using the word

1 "Collus" as part of it, and I think it was more optics
2 than anything else. That's how --

3 MR. MICHAEL WATSON: All right.

4 MR. PAUL BONWICK: -- I took it.

5 MR. MICHAEL WATSON: All right. I
6 think I understand.

7 And by "they," I take it you meant --
8 you mean that he -- meant Collus Power?

9 MR. PAUL BONWICK: Yes. He -- sorry,
10 I should be singular, in that he was concerned about
11 potential optics.

12 MR. MICHAEL WATSON: All right. And
13 potential optics can -- and -- and he -- and he was
14 early on in his consideration of what -- of what maybe
15 to do or suggest with respect to Collus Power.

16 MR. PAUL BONWICK: I don't even think
17 he made a suggestion. I think he brought it to my
18 attention. It was, from what I recall the only time,
19 based on him reviewing that, but I could be mistaken
20 on that.

21 He raised the issue with regards to
22 optics, using the word at that stage, and we'll see
23 what happened afterwards when you bring up the --

24 MR. MICHAEL WATSON: All right. What
25 -- what you said is that he was concerned that you not

1 use that term because -- well, you said "they," but
2 let's now say "he" --

3 MR. PAUL BONWICK: Right.

4 MR. MICHAEL WATSON: -- that he was
5 early in his consideration. Yes?

6 MR. PAUL BONWICK: Fair.

7 MR. MICHAEL WATSON: Early in his
8 consideration of what?

9 MR. PAUL BONWICK: What -- I don't
10 know that he -- again you're asking me to recall a
11 conversation in detail and I can't.

12 MR. MICHAEL WATSON: I'm just using
13 your words, sir.

14 MR. PAUL BONWICK: I realize that.
15 The -- I think the considera -- or the consideration
16 that he understood was that -- and I'm basing this off
17 what I've heard and what I understood back then, I get
18 that.

19 MR. MICHAEL WATSON: Only, please --

20 MR. PAUL BONWICK: Trying to --

21 MR. MICHAEL WATSON: -- what is it you
22 understood back then.

23 MR. PAUL BONWICK: It's not -- easier
24 said that done.

25 That they were in the early stages,

1 that the status quo -- when I say "early stages," I
2 don't even know if that would be the appropriate
3 terminology.

4 Collus had not been given direction nor
5 had they chosen any direction as it related to what
6 they may or may not do with the Utility, and so in his
7 mind, and I'm trying to interpret what was behind his
8 statement, would be the optics of identifying Collus
9 at that time as an opportunity when in fact he was
10 unsure it even existed.

11 MR. MICHAEL WATSON: I see. So you've
12 now said that -- that it -- it was --- it was early.
13 You've mentioned the status quo. Collus had not yet
14 been given direction.

15 These were things that you gleaned from
16 Mr. Houghton in your discussion with him.

17 MR. PAUL BONWICK: My interpretation
18 today based on conversation then, yes.

19 MR. MICHAEL WATSON: All right. So
20 you're remembering your conversation then and not the
21 precise words, and what you're trying to give us then
22 is what -- is what the import of those words --

23 MR. PAUL BONWICK: Right.

24 MR. MICHAEL WATSON: -- was to you.

25 MR. PAUL BONWICK: So understand what

1 you're asking me to do -- you're asking me to reflect
2 on a conversation from arguably eight and a half (8
3 1/2) years ago, or eight (8) years of -- eight and a
4 half (8 1/2) half years ago, on what he meant when he
5 was asking to have a word removed based on his
6 sensitivities related to optics.

7 I'm trying to convey that to you but I
8 can't give you much more detail than what I -- can't
9 shut my mind off from the last seven and half (7 1/2)
10 years and say this is what he was thinking then.

11 That's sort of where I am now in terms of what his
12 motives were in terms of addressing the issue then.

13 MR. MICHAEL WATSON: Could --

14 THE HONOURABLE FRANK MARROCCO: Mr.
15 Watson, I'm sorry to interrupt, but Mr. Bonwick's not
16 represented. It -- it seems to me it's more a
17 question of what the witness understood rather than
18 what Mr. Houghton may or may not have meant.

19 MR. MICHAEL WATSON: Indeed, and, Your
20 Honour, I haven't been asking that. What I've been
21 asking is what Mr. Bonwick gleaned from that. And
22 that -- indeed, I am absolutely not asking what he
23 meant --

24 THE HONOURABLE FRANK MARROCCO: Right.

25 MR. MICHAEL WATSON: -- because this

1 witness can't say that, but what he gleaned from what
2 -- the words that Mr. Houghton used, absolutely. So
3 let's make that clear. That's what I'm asking Mr.
4 Bonwick.

5

6 CONTINUED BY MR. MICHAEL WATSON:

7 MR. MICHAEL WATSON: And you just said
8 to have a word removed. Removed from what? And
9 sorry, before -- just to be fair, remember the
10 proposal that you put together wasn't put together
11 until the third week of January. I think you sent it
12 on January 18th. So removed from what, because we're
13 talking about a November/December discussion.

14 MR. PAUL BONWICK: Well, you'll have
15 to give me an opportunity to answer.

16 MR. MICHAEL WATSON: I will.

17 MR. PAUL BONWICK: Thank you. So
18 again I'm taking the -- sorry, I'm taking into
19 consideration a letter, what I was putting together,
20 the letter, and he asked to see it and then asked to
21 have -- well, he didn't ask to have the word removed.
22 He asked me for consideration of that particular
23 matter.

24 So if I'm going back to the
25 conversation that took place in the early part of --

1 or the late part of 2010, he had sensitivities to that
2 -- any type of focus at that stage in writing on
3 Collus.

4 And so then when -- subsequently when I
5 put together the letter, he raised the issue, I
6 offered to send it back to him to show in fact that I
7 was being sensitive to the issue he had raised.

8 MR. MICHAEL WATSON: All right. And
9 in -- then that discussion in the latter part of 2010,
10 he was concerned about the optics and the use of the
11 word "Collus" or "Collingwood," because it was very
12 early in any kind of consideration about what might
13 happen with Collus.

14 Is that essentially the message you
15 got?

16 MR. PAUL BONWICK: Fair.

17 MR. MICHAEL WATSON: Okay. And then
18 in January you get in touch with Mr. Bentz.

19 And if we now, please, can turn up
20 ALE45?

21

22 (BRIEF PAUSE)

23

24 MR. MICHAEL WATSON: And I think we
25 all know this email probably off by heart now, but you

1 certainly remember it, Mr. Bonwick.

2 If we can just scroll down a little
3 bit.

4 And if we see halfway down -- you see
5 the language:

6 "Over the course of the last few
7 years and more specifically the last
8 few weeks, I followed with interest
9 the situation presently being
10 experienced by Collingwood Council."

11 You've seen that before, right?

12 MR. PAUL BONWICK: Sorry, where are
13 you right --

14 MR. MICHAEL WATSON: Yes. Right in
15 the middle of the page.

16 MR. PAUL BONWICK: Yes, I've got it.
17 Yes, thank you.

18 MR. MICHAEL WATSON: Right. And then
19 two (2) lines down it says:

20 "As I reviewed options that might
21 help Council address this need, I
22 remembered that during the time I
23 spent in elected office the
24 potential sale of Collingwood's
25 utility services had been raised

1 with mixed emotions."

2 Just stopping there. So you were
3 talking -- you were raising Collus with Mr. Bentz?

4 MR. PAUL BONWICK: Correct.

5 MR. MICHAEL WATSON: Okay. And I -- I
6 take it what you said there was correct, that indeed
7 there had been discussions over the years. And we've
8 heard some evidence about that, about Collus.

9 MR. PAUL BONWICK: Yes --

10 MR. MICHAEL WATSON: And what might be
11 done with Collus, if anything.

12 MR. PAUL BONWICK: Do you want me to
13 say yes, I --

14 MR. MICHAEL WATSON: I'm asking
15 whether that is true.

16 MR. PAUL BONWICK: Yes, yes.

17 MR. MICHAEL WATSON: Okay. And Mr.
18 Houghton, in your discussions with him in the fall,
19 and particularly toward the end, had talked about
20 Collus but he warned you, don't talk about Collus, you
21 know, it's -- it's early stages.

22 MR. PAUL BONWICK: I think we're -- I
23 think you're putting too much emphasis on the
24 conversation. Certainly I didn't take this
25 overwhelming in a sense of foreboding about using the

1 word. He was concerned about early stages, the optics
2 surrounding using the word. I didn't garner a lot
3 more from it than his concern, based on how he
4 communicated it.

5 MR. MICHAEL WATSON: And did Mr.
6 Houghton suggest that you get in touch with Mr. Bentz
7 with -- in respect of a possible transaction
8 concerning Collus?

9 MR. PAUL BONWICK: No.

10 MR. MICHAEL WATSON: Are you -- it
11 looked like you weren't quite sure. Maybe he did;
12 maybe he didn't?

13 MR. PAUL BONWICK: No, I don't think
14 he said reach out to Brian Bentz or PowerStream
15 because we're going to sell, would be a good idea,
16 nothing like that.

17 MR. MICHAEL WATSON: I see. And why -
18 - why didn't you tell Mr. Bentz about your discussions
19 with Mr. Houghton?

20 MR. PAUL BONWICK: At the time, you're
21 -- I'm working on the assumption that the information
22 that I'm sending Mr. Bentz and our communications are
23 between Mr. Bentz and I. It's not about not following
24 the wishes of Mr. Houghton.

25 Mr. Houghton never gave me an

1 indication that he didn't -- would not be -- or had
2 reservations about me being involved in a Collus file.
3 He was more concerned about the optics of anything
4 that might be produced or get out into the public
5 domain while they were still in that -- that's how I
6 took it.

7 And so for me to send this letter to
8 Mr. Bentz, I think I was trying to be direct and
9 forthright in terms of here's the situation as it's
10 unfolded over the past number of years, here's what
11 Council is doing right now, is this something that's
12 of interest, considering the timing.

13 MR. MICHAEL WATSON: And well are you
14 saying that Mr. Houghton had suggested to you or
15 intimated to you that he also didn't want you to use
16 his name if you went to Mr. Bentz?

17 MR. PAUL BONWICK: I don't recall
18 that, no.

19 MR. MICHAEL WATSON: All right. So
20 you don't recall that there was any sort of
21 prohibition or -- or even any suggestion by him that
22 he would not look favourably on it if you used his
23 name, fair?

24 MR. PAUL BONWICK: Fair.

25 MR. MICHAEL WATSON: Okay. So I'm

1 asking again, you know, because disclosure is better
2 than non-disclosure, when you're introducing yourself
3 for the first time to Mr. Bentz, why didn't you tell
4 him that it was as a result of a suggestion from Mr.
5 Houghton?

6 MR. PAUL BONWICK: Other than my --
7 you're asking me to go back in time again. I'm going
8 to suggest that I'm not interested in securing an
9 agreement or entering into an engage -- engagement
10 with PowerStream based on Mr. Houghton or anybody
11 else.

12 I wanted to articulate out my
13 experiences, my history, my -- my view of the current
14 situation, and for those reasons I want the letter and
15 the introduction focused on me, not on somebody else.

16 MR. MICHAEL WATSON: All right. I
17 want to ask you then about your January 12th meeting
18 with Mr. Bentz. You were asked about that yesterday.

19 MR. PAUL BONWICK: Correct.

20 MR. MICHAEL WATSON: And that followed
21 your email by two (2) days.

22 MR. PAUL BONWICK: Okay.

23 MR. MICHAEL WATSON: You -- but you
24 remember that January 10th email?

25 MR. PAUL BONWICK: I've seen the

1 dates.

2 MR. MICHAEL WATSON: All right. And
3 can we turn up yesterday's transcript, please? I want
4 to ask you about some of the contents of that meeting.
5 June 12th transcript at page 262.

6

7 (BRIEF PAUSE)

8

9 MR. MICHAEL WATSON: I have this
10 possibly right -- starting at line 13. All right.

11 And -- we -- we can look at what
12 precedes it, but this is the January 12th meeting.

13 Question:

14 "Did you have any discussion about
15 the fact that your sister was the
16 mayor at this meeting?"

17 You say:

18 "I believe I -- yes, I disclosed
19 that early on in the -- early on in
20 the discussion as it related to my
21 background. I think it was
22 disclosed, the fact that my sister
23 was the mayor. The general
24 discussion" --

25 I'm going to be going over to the page

1 as well --

2 "The general discussion" --

3 Going down.

4 -- "was beyond Collingwood as well,
5 and I think I disclosed the fact
6 that my cousin was mayor of Wasaga
7 Beach at the time."

8 Question:

9 "Was there any discussion about a
10 potential conflict of interest" --

11 Scrolling down.

12 -- "that relationship could pose
13 with respect to your sister being
14 the mayor?"

15 Answer:

16 "I don't recall any discussion
17 related to conflicts at that point."

18 Question:

19 "Did you disclose that your sister
20 was also a director of the Board?"

21 Answer:

22 "No."

23 "Do you remember if you thought
24 about disclosing that and didn't?"

25 Answer:

1 "I did not give it any
2 consideration."

3 And stopping -- stopping there. And if
4 we can then go over, sorry, to page -- or back to page
5 260. You recall that that was your evidence that we
6 just read?

7 MR. PAUL BONWICK: Yes.

8 MR. MICHAEL WATSON: All right. And
9 back to page 260 at line 19. Now, you emailed him on
10 the 10th about a potential sale of the Collus LDC and
11 you indicated that there was some time pressure
12 involved because of the budget process.

13 You meet two (2) days later, so I
14 assume that he's responding to the timing pressure you
15 identified.

16 Scrolling down. Did you talk about a
17 potential sale of the Collus LDC at this meeting?
18 Answer: I suspect there was, so I'll rephrase that.
19 Yes.

20 We can stop there. And so you were
21 talking to him about a potential sale of the Collus
22 LDC, as you said?

23 MR. PAUL BONWICK: Well, it's one
24 word, really, when you boil down the answer. I didn't
25 expand on what those discussions may have entailed.

1 MR. MICHAEL WATSON: You were asked
2 did you talk about a potential sale of the Collus LDC
3 at this meeting. Answer: I suspect there was -- so
4 I'll rephrase that. Yes.

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: So you're
7 agreeing that there was discussion about a potential
8 sale of the Collus LDC at that meeting?

9 MR. PAUL BONWICK: That something was
10 unfolding in Collingwood and that there was an
11 opportunity for PowerStream, yes.

12 MR. MICHAEL WATSON: But the words
13 that you responded "yes" to were about a potential
14 sale of the Collus LDC, that's what the discussion
15 was, right?

16 MR. PAUL BONWICK: I'm confused
17 whether you want me to read the transcript or expand
18 on the answer.

19 MR. MICHAEL WATSON: I don't want you
20 to expand on the answer, I want you to confirm the
21 accuracy of what you said yesterday.

22 MR. PAUL BONWICK: Yes. Yes.

23 MR. MICHAEL WATSON: Okay. Now, I
24 then want to take you to some of what Mr. Bentz said
25 about this meeting as well, and you heard his evidence

1 obviously, it seems like last year, but it was a
2 couple of weeks ago. You -- you saw it, you heard his
3 evidence?

4 MR. PAUL BONWICK: I did.

5 MR. MICHAEL WATSON: May 31st
6 transcript, please. Page 18. And there are several
7 points here and I want to ask you whether you agree
8 that what Mr. Bentz said on these points was correct.

9 Page 18, we start at line 24. All
10 right. Mr. Bentz, yes, he -- he -- he talked to me
11 about his background as a federal politician and a
12 municipal councillor. That's true?

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: Continuing,
15 scrolling down, please.

16 He talked to me about the services
17 that, you know, his firm provided. That was part of
18 the discussion?

19 MR. PAUL BONWICK: Yes.

20 MR. MICHAEL WATSON: I asked him about
21 the situation of the Town and my concern around what
22 I've described earlier in terms of the transaction
23 going forward and having an understanding of what
24 Council's view would be with respect to that -- that
25 transaction.

1 That's correct, he asked you about
2 that?

3 MR. PAUL BONWICK: From what I recall,
4 yes.

5 MR. MICHAEL WATSON: Yes. And that
6 was in connection with this discussion about a
7 possible, possible sale of the Collus LDC?

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: Right. Going
10 down to line 10.

11 I made it clear to him at that meeting
12 that there was no final decision with respect to
13 hiring his firm.

14 He told you that?

15 MR. PAUL BONWICK: Absolutely.

16 MR. MICHAEL WATSON: He indicated to
17 me at that meeting I believe that his relationship
18 with the Mayor, that he was a sibling of the Mayor and
19 I believe he indicated that it was not a conflict
20 under the Municipal Conflict of Interest Act.

21 He -- you said those things to him?

22 MR. PAUL BONWICK: I recall -- I don't
23 recall a specific discussion around the conflict --
24 Municipal Conflict of Interest Act. If Mr. Bentz
25 suggested that that happened -- if Mr. Bentz suggested

1 that that happened -- if Mr. Bentz suggested that that
2 happened, it's entirely possible that it did.

3 I know that there was distribution -- I
4 know I brought out the fact that my sister or my
5 sibling was the Mayor of Collingwood.

6 MR. MICHAEL WATSON: Right.
7 Continuing on. I'm not going to bore you with what,
8 you know, he thought or -- or didn't think. Line 23.

9 I told him that if we did engage his
10 firm, it would have to go through our audit and
11 finance committee.

12 He told you that?

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: Continue on.
15 Have it vetted through our audit and finance
16 committee. Scrolling down.

17 And that if we did engage his firm that
18 it would require full disclosure because of this
19 potential conflict -- conflict issue.

20 He said that to you?

21 MR. PAUL BONWICK: In not -- he did --
22 delivered that message, yes.

23 MR. MICHAEL WATSON: All right.

24 MR. PAUL BONWICK: I'm taking it from
25 his correspondence, I have no reason to doubt that.

1 MR. MICHAEL WATSON: And I think that
2 we can stop there.

3 Now, if we can now turn -- thank you
4 very much -- to ALE59.

5 And you can read this over completely,
6 we've talked about it before, but I want to -- and
7 first of all, before I scroll down, you see this is
8 January 20th, right? At the top?

9 MR. PAUL BONWICK: Yes.

10 MR. MICHAEL WATSON: And this is your
11 email to Mr. Bentz, with the proposal that we've seen,
12 right?

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: Okay, and you --
15 you can scroll down the whole thing, but I just to
16 talk to you about the first couple of lines first of
17 all.

18 And so you obviously at this point on
19 first name basis, it's a "Hi Brian", yes?

20 MR. PAUL BONWICK: Yes.

21 MR. MICHAEL WATSON: And you said:

22 "Apologies for taking a few extra
23 days to get back to you with a
24 proposal."

25 So I take it you were apologizing with

1 him because you had indicated to him in the January
2 12th meeting that you'd get a proposal to him, but
3 perhaps earlier than this, eight days later, is that
4 right?

5 MR. PAUL BONWICK: Possibly.

6 MR. MICHAEL WATSON: All right. And
7 you say:

8 "I wanted to be perfectly clear on
9 my understanding of the conflict
10 guidelines contained in the
11 Municipal Act."

12 And -- and you were saying that,
13 really, as the first item kind of business in this
14 email because there had this discussion that you had
15 had with him about conflict and the statute in your
16 January 12th meeting, right?

17 MR. PAUL BONWICK: That would be
18 reasonable.

19 MR. MICHAEL WATSON: Right. And if we
20 -- that's enough for that one. If we could then go to
21 ALE53. And -- and this is actually the same day as
22 the meeting. See this is January 12th?

23 MR. PAUL BONWICK: Yes.

24 MR. MICHAEL WATSON: From you to Mr.
25 Bentz and you -- you had met with him earlier in the

1 day?

2 MR. PAUL BONWICK: Yes.

3 MR. MICHAEL WATSON: And this is sent
4 at 7:05 p.m.?

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: And you say:

7 "Hi Brian, please accept my thanks
8 for making time to meet on such
9 short notice."

10 And then you say:

11 "Regards to PowerStream's decision
12 to move on the option we discussed
13 today"

14 Just stopping there for a moment. Was
15 the option the option of retaining you in connection
16 with various work that you had suggested to him?

17 MR. PAUL BONWICK: Yes.

18 MR. MICHAEL WATSON: You said:

19 "Regardless of that, I would like to
20 organize a golf game this spring and
21 host you and Ed at my home club."

22 Right, that's what you said?

23 MR. PAUL BONWICK: Yes.

24 MR. MICHAEL WATSON: And obviously the
25 "Ed" was Ed Houghton?

1 MR. PAUL BONWICK: Yes.

2 MR. MICHAEL WATSON: Right. And --
3 and you had not told Mr. Bentz certainly in your email
4 that you'd had any discussions with Ed Houghton,
5 right? I asked you about that.

6 MR. PAUL BONWICK: Right.

7 MR. MICHAEL WATSON: Right. And I
8 take it therefore, that the Ed here when you're simply
9 saying "Ed", that Ed's name came up in your meeting
10 with Mr. Bentz on the 12th?

11 MR. PAUL BONWICK: By this I'm going
12 to have to agree with you and suggest it must have.

13 MR. MICHAEL WATSON: Right. So you
14 had some discussion about Mr. Houghton and did you at
15 that time, was that discussion about -- about the
16 meeting that -- about the discussions that you'd had
17 with Mr. Houghton about him contacting -- about you
18 contacting PowerStream?

19 MR. PAUL BONWICK: I'm not sure if
20 there was specific reference to Mr. Houghton
21 recommending me to reach out to PowerStream.

22 From what I can recall it was a general
23 discussion about the job Ed does and I think it was
24 more casual conversation than speaking about Mr.
25 Houghton recommended me to -- or recommended you. I

1 don't know that the content of the conversation was
2 there, but again, I don't recall exactly.

3 MR. MICHAEL WATSON: Why would Mr.
4 Houghton's name come up at all in that discussion that
5 you had on the 12th?

6 MR. PAUL BONWICK: Again, I -- I think
7 I just tried to share that with you. I don't recall
8 the exact discussion that went back and forth with Mr.
9 Houghton -- or sorry, with Mr. Bentz, but I suspect
10 that it would seem entirely reasonable that if we're
11 talking about what Collingwood might be doing that Mr.
12 Houghton's name would come into the conversation.

13 MR. MICHAEL WATSON: All right.

14 And then if we could go please then
15 back one more time, then I'm finished on this line and
16 I don't have much left, to the May 31st transcript,
17 Mr. Bentz, one more reference. And this is page 20
18 and line -- line 4.

19 "And I also told him that I would
20 like him to advise Ed that we were
21 considering hiring his firm because
22 I had, when I first got email from
23 Mr. Bonwick I thought who is this
24 person, so logically I reached out
25 to Mr. Houghton and said who is this

1 and he said you know who he is"

2 And this, by the way, is Mr. Houghton
3 speaking to Mr. Bentz. He stood up for him --

4 MR. PAUL BONWICK: Sorry for
5 interrupting. Who's transcript is this? Mr. Bentz or
6 Mr. --

7 MR. MICHAEL WATSON: Sorry. Mr.
8 Bentz.

9 MR. PAUL BONWICK: Okay.

10 MR. MICHAEL WATSON: I'm sorry.

11 MR. PAUL BONWICK: No, that's okay.

12 MR. MICHAEL WATSON: "When I first got
13 emailed from Mr. Bonwick I thought
14 who is this person, so logically I
15 reached out to Mr. Houghton and said
16 who is this and he said, you know,
17 he, you know, stood up for him, he
18 said he was a good guy and could
19 help us, but it's your decision."

20 All right. And so here at the
21 beginning of this he said "and I also told him", and
22 that's you:

23 "that I would like him to advise Ed
24 that we were considering hiring
25 him."

1 And he goes on to explain why, because
2 he talked to Mr. Houghton about that.

3 And so is that the context in which Mr.
4 Houghton's name came up in that meeting?

5 MR. PAUL BONWICK: I don't recall the
6 exact context in which -- in how it came up. We were
7 there talking about Collus, a general conversation,
8 and then specifically to Collus.

9 And so, to my point Houghton's name
10 would come out, I would certainly think it would be
11 reasonable for me at that point in time to talk about
12 -- again, no, I'm speculating now, so I won't do that.

13 MR. MICHAEL WATSON: All right. Is it
14 entirely possible, as Mr. Bentz remembers, now that
15 you've confirmed that Ed's name did come up, that, in
16 fact, he did tell you that he wanted you to advise Ed
17 that we, PowerStream, were considering hiring your
18 firm?

19 MR. PAUL BONWICK: Entirely.

20 MR. MICHAEL WATSON: Okay. Thank you.
21 That's it for that one. I now want to go to this
22 Almas and Lloyd email chain that took place fairly
23 shortly after this. And if we can turn up, please,
24 ALE38001.

25

1 (BRIEF PAUSE)

2

3 MR. MICHAEL WATSON: And this your
4 email to Mr. -- sorry. All right. Do you see this is
5 your email from you to Rick Lloyd thanking him? And
6 he had forwarded an email to you, right?

7 MR. PAUL BONWICK: Correct.

8 MR. MICHAEL WATSON: And if we could
9 just go down. Just to remind you, this was an --
10 there was an email chain from Rick Lloyd to Sara
11 Almas. If we can down all -- all the way. And the
12 original email was from him on January 17th, right?

13 MR. PAUL BONWICK: Yes.

14 MR. MICHAEL WATSON: And that was five
15 (5) days after you had met with Mr. Bentz?

16 MR. PAUL BONWICK: Correct.

17 MR. MICHAEL WATSON: And -- well, the
18 email says what it says, and we've seen that. And
19 then just scrolling back up. She replied around an
20 hour and a bit later copying Kim Wingrove to Mayor
21 Lloyd:

22 "You're correct. The Municipal
23 Conflict of Interest Act clearly
24 identifies that a member is not
25 deemed to be in conflict if it's the

1 interest direct or indirect of a
2 sibling."

3 And going up, Mr. Lloyd thanked her,
4 and then simply sent it to you FYI, right?

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: Yes. All right.
7 And when you got this did you wonder what the heck is
8 this all about?

9 MR. PAUL BONWICK: No. As -- well, to
10 some degree, yes. But I had reached out to Mr. Lloyd,
11 as I've said in earlier testimony, knowing that he had
12 had several interactions as it related to conflict of
13 interest with siblings.

14 I mentioned the fact that I sat here on
15 Council when he had had the same challenge in the --
16 in the mid '90s. In my conversation with Mr. Bentz I
17 think the -- my interpretation of what was expected
18 was to confirm with the clerk that a sibling does not
19 -- a sibling having direct or indirect -- I don't even
20 know if we got that far, a sibling have interaction
21 with the municipality does not create a conflict for
22 municipally elected official.

23 The fact that I disclosed that to Brian
24 raised the issue about getting the clerk to confirm
25 that. And so, it was a very lose discussion. I do

1 not recall, not do I believe that prior to that, that
2 Mr. Bentz or Mr. Nolan had said go meet with the clerk
3 and describe your situation and get your reading on
4 your situation.

5 MR. MICHAEL WATSON: That came later?

6 MR. PAUL BONWICK: Cor -- after I said
7 there appears to be a misunderstanding in terms of
8 what the expectations were, that --

9 MR. MICHAEL WATSON: Right.

10 MR. PAUL BONWICK: -- came later.

11 MR. MICHAEL WATSON: That's at the end
12 of May?

13 MR. PAUL BONWICK: Cor -- okay, yeah.

14 MR. MICHAEL WATSON: Right. And --
15 and do I take it then that you spoke to Mr. Lloyd
16 about this issue after you had spoken to Mr. Bentz?
17 He had raised the issue about conflict and you talked
18 about Municipal Conflict of Interest Act?

19 MR. PAUL BONWICK: Again, I don't
20 recall having much discussion about the Municipal
21 Conflict of Interest act. Clearly, it came up in the
22 conversation, as I can see by Mr. Bentz's testimony,
23 and I have no reason to doubt that it didn't. It
24 wasn't the primary focus of the conversation at that
25 point in time.

1 MR. MICHAEL WATSON: Right. But you
2 realize that he had some concern about that?

3 MR. PAUL BONWICK: Clearly.

4 MR. MICHAEL WATSON: Right. And so, I
5 take it then that what you did is you then spoke to
6 Deputy Mayor Lloyd concerning that after your
7 discussion with Mr. Bentz on the 12th?

8 MR. PAUL BONWICK: Correct. I -- I'm
9 going to say I think I was trying to be proactive --

10 MR. MICHAEL WATSON: Right.

11 MR. PAUL BONWICK: -- just to get a --

12 MR. MICHAEL WATSON: Right. And what
13 exactly did you ask Mr. Lloyd in this discussion?

14 MR. PAUL BONWICK: I don't recall the
15 exact discussion other than the fact that I was
16 looking at doing work for a company outside the area
17 that may have interest within the municipality.

18 Sandra sits on as the mayor. You
19 experienced this before. Where are you on this stuff?
20 What kind of information did you get back? I remember
21 what happened in the '90s, but -- sorry. I keep doing
22 that.

23 I don't recall a great deal of the
24 conversation other than reaching out to him, having
25 known that he had experienced a similar situation.

1 MR. MICHAEL WATSON: I see. And did
2 you ask him to send something to Sara Almas about it?

3 MR. PAUL BONWICK: No.

4 MR. MICHAEL WATSON: Did he say that
5 he would?

6 MR. PAUL BONWICK: No.

7 MR. MICHAEL WATSON: Okay. And so,
8 you got something back on the -- on the 27th. You
9 were forwarded by Mr. Lloyd on the 27th the email
10 chain that he had with Sara Almas --

11 MR. PAUL BONWICK: Right.

12 MR. MICHAEL WATSON: -- on the 17th?

13 MR. PAUL BONWICK: And I think I
14 indicated in earlier testimony with Mr. Lloyd, and I
15 believe he confirmed that, for what reason would I
16 have to ask you to approach a clerk on my behalf
17 regarding a client that I may have.

18 MR. MICHAEL WATSON: I -- I don't want
19 to argue the case.

20 MR. PAUL BONWICK: Okay.

21 MR. MICHAEL WATSON: And we can both
22 do that in front of Justice Marrocco at the
23 appropriate time. And so, do I -- do I take it --
24 just understanding this, you have this meeting with
25 Mr. Bentz in which he raises the issue of conflict of

1 -- of interest. You respond to him with your
2 understanding.

3 You then have a discussion with Mr.
4 Lloyd in that period of time between the 12th and the
5 17th. And then the 17th he forwards this email chain
6 to you?

7 MR. PAUL BONWICK: That appears to be
8 the case.

9 MR. MICHAEL WATSON: All right. And
10 so, it just somehow happened that Mr. Lloyd on the
11 17th, without any bidding or request from you, had
12 sent an email to Sara Almas with respect to his
13 brother. That appears to be the case? Is that it?

14 MR. PAUL BONWICK: His -- his
15 evidence, as you heard it, was -- and I asked him
16 about it. His evidence was this came up in a recent
17 discussion. I've said I don't recall that being a
18 recent discussion.

19 I'm -- I think it would be better to
20 put the question to Mr. Lloyd, why did you take the
21 initiative to reach out to the clerk and ask this
22 question as opposed to ask me why Mr. Lloyd did it and
23 forwarded it on to you when I said I didn't request.

24 MR. MICHAEL WATSON: All right. Then,
25 finally, this morning, Justice Marrocco asked you a

1 question, whether you had met with Mr. Houghton and
2 the PowerStream executive team at any time before or
3 during the RFP.

4 Do you remember he asked you that?

5 MR. PAUL BONWICK: Yes.

6 MR. MICHAEL WATSON: All right. And -
7 - and Mr. Chenoweth asked you a little bit about this,
8 so I'm just going to be -- be very, very quick about
9 that. And remember he asked you about the July 7th
10 meeting?

11 MR. PAUL BONWICK: Yes.

12 MR. MICHAEL WATSON: All right. And
13 do you -- do you remember that there was an email from
14 you, and we can pull it up, but there's an email from
15 you saying -- to PowerStream saying what was going to
16 be discussed, including solar vents?

17 MR. PAUL BONWICK: Yes.

18 MR. MICHAEL WATSON: All right. And
19 then I think you -- you have seen yourself the --
20 although obviously you didn't get them at the time,
21 maybe you did, maybe you didn't, the minutes of the
22 Strategic Partnership Task Team of August the 3rd.
23 Remember that -- the minutes of that first meeting?

24 MR. PAUL BONWICK: On the -- in the
25 court book?

1 MR. MICHAEL WATSON: Yes.

2 MR. PAUL BONWICK: I don't recall
3 reading them, but they were up there.

4 MR. MICHAEL WATSON: And you remember
5 then it was reported by Mr. Houghton that he and Mr.
6 Muncaster had met with five (5) potential interested
7 parties in July? Remember that?

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: And the first one
10 (1) that was listed was PowerStream on -- on July 7th?

11 MR. PAUL BONWICK: Okay.

12 MR. MICHAEL WATSON: Do you have a
13 recollection of that?

14 MR. PAUL BONWICK: Yes.

15 MR. MICHAEL WATSON: All right. And -
16 - and then is it the case that, in addition to
17 discussing solar vents, that, as was reported to the
18 SPT team by Mr. Houghton, the possibility of
19 PowerStream being interested in a transaction with
20 Collus was also discussed at that July meeting?

21 MR. PAUL BONWICK: Yes.

22 MR. MICHAEL WATSON: Right. And is
23 that the meeting then to which you were referring in
24 answer to Justice Marrocco's question when you said,
25 Yes, there was one (1) meeting with Mr. Muncaster, Ed

1 Houghton, and the PowerStream team?

2 Is that what you -- when you think that
3 meeting was?

4 MR. PAUL BONWICK: That's how I recall
5 it. As I said, I was struggling with dates.

6 MR. MICHAEL WATSON: Now, I think --
7 yeah, finally. It's late. The -- if we can please
8 turn to -- finally, to Foundation Document paragraph
9 191.

10

11 (BRIEF PAUSE)

12

13 MR. MICHAEL WATSON: And you will
14 remember -- and you remember you -- you were asked
15 about this email and the -- you know, and the misunder
16 -- understanding?

17 MR. PAUL BONWICK: Yes.

18 MR. MICHAEL WATSON: Okay. All right.
19 And -- and you -- and you said -- when you are
20 answering a question you sort of start off by saying,
21 But -- but misunderstanding was your word, not Mr.
22 Glicksman's. That's what you said?

23 MR. PAUL BONWICK: Right.

24 MR. MICHAEL WATSON: I -- I was
25 wondering about that. Do you mean 'misunderstanding'

1 was your word in the email on this topic?

2 MR. PAUL BONWICK: No. If you go --
3 where am I here -- my response back on -- so here it
4 is at the top of the page.

5 On the afternoon of June the 1st,
6 John Glicksman wrote to Paul Bonwick. There appears
7 to have been an apparent misunderstanding.

8 It was in my mind when I -- if we can
9 go to the agreement, because I think in the agreement
10 when it said there had to be full disclosure, I think
11 that's where I said there needs to be an -- there's an
12 apparent misunderstanding.

13 So when I received the proposal or
14 the -- the letter of engagement from PowerStream, it
15 had in the disclosure that there needed to be a
16 meeting of -- and I can't say it verbatim -- but there
17 needed to be a meeting with the clerk.

18 And so I believe I responded to
19 Mr. Glicksman at that time and said there appears to
20 be an apparent misunderstanding. I believe that's how
21 that sort of phrase caught on because I see
22 Glicksman's put -- wrote to Bonwick that there is "an
23 apparent misunderstanding about his disclosure."

24 MR. MICHAEL WATSON: And I take it
25 that this -- why don't we turn up ALE163? We've seen

1 this before. If we could go -- all right. So
2 obviously, we start at the bottom. If we could go
3 down to the bottom.

4 All right. And then just go back up
5 then a little bit because it starts then with -- with
6 you on May 26th sending the -- sending the email to
7 Mr. Glicksman with a copy to Mr. Bentz. Right?

8 MR. PAUL BONWICK: Yes.

9 MR. MICHAEL WATSON: And you refer to
10 a meeting held with Mr. Glicksman and Mr. Bentz this
11 past Tuesday?

12 MR. PAUL BONWICK: Yes.

13 MR. MICHAEL WATSON: Right. And then
14 you say three lines up from the bottom of your email:

15 "Here's a copy of the proposal that
16 I presented to the audit committee a
17 few weeks ago."

18 You remember that? The proposal?

19 MR. PAUL BONWICK: Yes.

20 MR. MICHAEL WATSON: All right. And
21 do you remember just on that point that, sir, it
22 actually wasn't the audit committee, it was three (3)
23 mayors?

24 MR. PAUL BONWICK: Correct.

25 MR. MICHAEL WATSON: Right. And they

1 were three (3) mayors who sat on the audit committee,
2 but they weren't the entire audit committee. I think
3 you've been made aware of that?

4 MR. PAUL BONWICK: Moving forward in
5 the future, I was aware of the fact that that was not
6 the full audit committee.

7 MR. MICHAEL WATSON: Right. Okay.
8 And then go -- go up then, please.

9 Then Mr. Glicksman replies to you and
10 says:

11 "Thanks for sending us a soft copy
12 of our proposal. Attached, please
13 find for your review a copy of the
14 draft consulting agreement and
15 confidentiality agreements."

16 Dah-dah-dah. And that, then, is on
17 May 31st. And we've seen the draft agreement that was
18 dated June 1st. Right?

19 MR. PAUL BONWICK: Correct.

20 MR. MICHAEL WATSON: And that's the
21 one that you looked at and you saw under the
22 disclosure provision -- we can turn it up if you like;
23 I think we're all familiar with it -- an obligation to
24 inform both the mayor and the clerk?

25 MR. PAUL BONWICK: Correct.

1 MR. MICHAEL WATSON: Right. And that
2 was the concern that you had.

3 MR. PAUL BONWICK: Correct.

4 MR. MICHAEL WATSON: Right. And so
5 then if we can go back up, you then reply to
6 Mr. Glicksman -- same day, I take it -- after you have
7 reviewed the attached draft agreement.

8 MR. PAUL BONWICK: Correct.

9 MR. MICHAEL WATSON: All right. And
10 there's nothing in here --

11 MR. PAUL BONWICK: -- when you were
12 asking the question.

13 MR. MICHAEL WATSON: And please read
14 it over if you like.

15 MR. PAUL BONWICK: No. I've got it
16 now.

17 MR. MICHAEL WATSON: All right. And
18 so this was what you sent after you had read the draft
19 agreement. Right?

20 MR. PAUL BONWICK:
21 "I have not formally engaged the
22 clerk or any other municipal staff
23 on this matter at this time. Brian
24 and I discussed participating in a
25 meeting with several municipal and

1 LDC officials from the Town."

2 Yes.

3 MR. MICHAEL WATSON: Right. And
4 there's nothing in your reply here and nothing
5 whatsoever about misunderstanding. That's not your
6 term.

7 MR. PAUL BONWICK: You're correct.

8 MR. MICHAEL WATSON: Okay. Then --

9 MR. PAUL BONWICK: But I -- not to get
10 hung up on the word when I seen the quotations --
11 sorry -- when I seen the quotations from
12 Mr. Glicksman's email, I was thinking that it was mine
13 because I know that I had raised it in terms of what
14 the expectations were versus what had actually
15 happened.

16 And so when I was looking at the
17 quotation marks, clearly I'm the one that raised the
18 point that the clerk has not been formally agree -- or
19 engaged at this point in time. I did not reference
20 back to see if I had actually used the word
21 "misunderstanding." But when he had it in quotations,
22 I assumed it was my -- my quote, not his.

23 MR. MICHAEL WATSON: Understand. Then
24 let's go up finally up to Mr. Glicksman's then. And
25 what I want to ask you about -- not the

1 misunderstanding, but rather at the end of the second
2 line, it says "he" referring to Brian Bentz:

3 "He was under the impression that
4 you had disclosure to and received
5 clearance from the city clerk that,
6 under the Municipal Act, there was
7 no conflict for you to do work for
8 us leading or on a potential RFP of
9 Collus and that you'd received
10 written confirmation of same from
11 city clerk."

12 So that's what Mr. Glicksman was
13 telling you, right?

14 MR. PAUL BONWICK: Correct.

15 MR. MICHAEL WATSON: All right. And
16 so that was what you understood PowerStream's
17 expectation was as to what you would disclose to
18 Clerk Almas.

19 MR. PAUL BONWICK: No, no. First of
20 all, Mr. Glicksman is communicating what Mr. Bentz has
21 communicated what he was thinking.

22 And I'm saying that Mr. Bentz at no
23 time shared with me, that I recall, that I needed to
24 meet with the clerk or deal with the clerk through a
25 disclosure of me personally and the mayor.

1 It was -- I took it to mean we need to
2 get verification from the clerk that if a sibling is
3 doing work in a community and there's an elected
4 official there, there's not a conflict. I address
5 that issue when the proposal came through and said
6 this hasn't happened.

7 And then subsequently, when
8 Mr. Glicksman identified that this was Mr. Bentz's
9 understanding of what was supposed to happen, it
10 happened immediately.

11 MR. MICHAEL WATSON: I see. So what
12 you're saying is when you were told that this was
13 Mr. Bentz's understanding of what would happen, you
14 did the "that" with the clerk.

15 MR. PAUL BONWICK: Once it was clearly
16 spelled out to me what the expectations were, not only
17 in the -- in the agreement but through Mr. Glicksman's
18 email, that's exactly what I did.

19 MR. MICHAEL WATSON: All right. And
20 this email then was an explicit statement to you.

21 MR. PAUL BONWICK: Correct.

22 MR. MICHAEL WATSON: All right. And
23 the explicit statement was that -- that PowerStream
24 wanted you to -- to disclose and receive clearance
25 from the clerk. There's no conflict for you to do

1 work for PowerStream leading to or on a potential RFP
2 of Collus. That's the explicit direction request that
3 was made to you.

4 MR. PAUL BONWICK: Correct. And so I
5 think what Mr. Glicksman means is that there's no
6 conflict for the mayor. Obviously, there's no
7 conflict for me. There can't be a conflict for me.
8 What we're talking about is whether the mayor would be
9 put into conflict as a result of my interactions.

10 MR. MICHAEL WATSON: Right. And
11 specifically, whether the mayor would be put into
12 conflict if you, Mr. Bonwick, do work for PowerStream
13 leading to or on a potential RFP of Collus.

14 MR. PAUL BONWICK: Correct.

15 MR. MICHAEL WATSON: Okay. And then
16 you spoke to the clerk.

17 MR. PAUL BONWICK: Correct.

18 MR. MICHAEL WATSON: All right. And
19 this is what I was -- I was wondering about because in
20 your evidence this morning, you said that you told the
21 clerk, I would be working on acquisitions, and there'd
22 be no -- what you were saying is you remember the
23 email that came back from Almas, and you said, I've
24 made full disclosure. Right?

25 MR. PAUL BONWICK: Right.

1 MR. MICHAEL WATSON: And you remember
2 that there was nothing in there about Collus and about
3 an RFP or anything about that. And you were
4 explaining that in your evidence this morning.

5 Do you remember?

6 MR. PAUL BONWICK: So in -- what's
7 your question? Sorry?

8 MR. MICHAEL WATSON: You were -- this
9 morning, you were explaining why there was no
10 reference in the communications with Almas and back,
11 no reference to Collus or an RFP at all.

12 And you were explaining why that was,
13 well, everybody must have understood. Do you remember
14 that explanation you gave?

15 MR. PAUL BONWICK: No. I don't think
16 I said everybody must under -- must have understood,
17 if I understood the question and we can bring up the
18 transcript.

19 But my understanding of the question
20 was, did you disclose as part of the meeting that you
21 could be doing work for PowerStream as it relates to
22 mergers and acquisitions specific to Collus?

23 MR. MICHAEL WATSON: Specific to
24 Collus.

25 MR. PAUL BONWICK: Right.

1 MR. MICHAEL WATSON: I -- so now
2 you're saying that you did in fact --

3 MR. PAUL BONWICK: Well, I don't think
4 the reference was specific to Collus. And again, I
5 can't recall. As I said, unfortunately nobody was
6 taking a transcript at that meeting.

7 My point was if I'm there disclosing to
8 the clerk that I could be doing work in the Town of
9 Collingwood that -- on behalf of PowerStream that that
10 work could include government relations, media
11 relations, communications, strategic advice related to
12 mergers and acquisitions. I don't know that I went
13 the extra step to say, and it could be Collus.

14 MR. MICHAEL WATSON: Right. Even
15 though in the email a day before, you'd been told
16 that that disclosure with respect to a possible RFP
17 for Collus was what was expected of you by PowerStream
18 to disclose to Almas.

19 MR. PAUL BONWICK: But as I've said to
20 you, I don't recall the exact wording of the
21 conversation, whether or not I clearly articulated
22 Collus.

23 I'm moving away from lawyer's language
24 in saying, when you're sitting there meeting with the
25 clerk and you're disclosing the work you're going to

1 be doing in the community on behalf of PowerStream and
2 you include the term 'mergers and acquisitions' and
3 you ask the question, would this put my sister in a
4 conflict position, and she responds she can't give me
5 legal advice. What else -- if the word wasn't used,
6 which it could have been, what else would we have been
7 talking about.

8 MR. MICHAEL WATSON: Indeed, that's
9 what I referred to. And I take it that what you were
10 saying when you gave that explanation is what you
11 think you talked about was mergers and acquisitions
12 and not Collus and RFP?

13 MR. PAUL BONWICK: We couldn't -- I
14 wouldn't imagine we would have been talking about RFP
15 because I don't think it was that far advanced at that
16 point in time.

17 But anyways, to your point, I'm saying
18 the conversation took place. Just walk it back and
19 think about it practically. I have received an email
20 asking me to meet with Sara and disclose my
21 responsibilities as it relates to the engagement with
22 PowerStream.

23 I go into her office, set up the
24 appointment, walk through what I believe was the
25 things that are stated in the proposal, the points

1 that are referred to in the proposal.

2 And subsequent to that conversation, I
3 then ask the question, if I'm doing this work on
4 behalf of PowerStream for Colling -- or on
5 Collingwood, would my sister be in a conflict of
6 interest.

7 And so we -- and -- and I could be
8 mistaken on this, but we seemed to be into semantics
9 about did you actually say Collus. And my point to
10 you is, and it was to the judge, why in the world
11 would we be talking about anything other than Collus
12 if we're talking about mergers and acquisitions and
13 whether my sister would be in a conflict or not.

14 MR. MICHAEL WATSON: I understand.
15 And I'm going to come back to that point in just --
16 just a moment. But I suggest to you it's not mere
17 semantics at all. You had been told very precisely
18 just the day before what was expected, the email from
19 Mr. Glicksman about you disclosing work for a possible
20 RFP concerning Collus, those words.

21 And it sounds like you just did not use
22 those words in your meeting with Ms. Almas.

23 MR. PAUL BONWICK: But I think you've
24 heard both of us say that we do not recall. You've
25 heard testimony from her through cross-examination

1 through -- by Mr. Chenoweth that she -- or, actually,
2 I think it was by you, that points that took place in
3 that meeting were clearly left out of the notes that
4 she had saved for that number of years.

5 And so, neither one (1) of us are
6 saying it did or didn't take place. You're asking me
7 to say explicitly that that was the conversation. And
8 I'm saying to you I cannot say with absolute
9 confidence or certainty that that's the exact wording
10 that was used.

11 I can say that there was a followup
12 email that -- whereby I said there was full disclosure
13 provided and that my sister was not in a conflict. I
14 asked if I could copy the clerk on that.

15 Neither Mr. Glicksman, Mr. Bentz, Mr.
16 Nolan, nor the clerk followed up to say did you make
17 sure you used these words.

18 MR. MICHAEL WATSON: You also said
19 this morning, giving the explanation along the lines
20 of what you said, What could there possibly be other
21 than the LDC that could raise a conflict we might be
22 talking about. Remember that's what you said?

23 MR. PAUL BONWICK: Yes.

24 MR. MICHAEL WATSON: All right. But
25 you also said that the possible deal or something, a

1 transaction with Collus, was very much early days at
2 this point, right?

3 MR. PAUL BONWICK: Right.

4 MR. MICHAEL WATSON: And you had
5 absolutely no reason to believe that the clerk had any
6 inkling of this whatsoever or heard anything about it,
7 right?

8 MR. PAUL BONWICK: I don't recall
9 using that -- that language.

10 MR. MICHAEL WATSON: What language?

11 MR. PAUL BONWICK: The one (1) you
12 just used, that I don't recall the clerk having -- I
13 don't want to repeat word for word what you just said.

14 MR. MICHAEL WATSON: No, no, no. I'm
15 -- sorry. I suggest to you right now that, at this
16 time, June 2nd, bearing in mind, of course, that
17 Council hadn't even been told about -- about this,
18 that you had no reason to believe whatsoever that the
19 clerk knew anything about any possible transaction,
20 option, anything at all about Collus, right?

21 So, how the heck would she know and how
22 would you be able to say that, you know, in her mind,
23 what could there possibly be other than the LDC that
24 might raise a conflict?

25 MR. PAUL BONWICK: Okay. I mean, we

1 can go through this ad nauseam. The reality is that,
2 if we're sitting there talking about PowerStream and
3 LDC, if we're talking about the various things that
4 I've already identified, if we're including in that
5 discussions mergers and acquisitions, we're both
6 saying we don't recall the exact contact of the
7 discussion, would there be any reason for me to be
8 meeting with her to disclose my activities for any
9 other matter than that relating to Collus?

10 That was my point.

11 MR. MICHAEL WATSON: Those are my
12 questions, Your Honour.

13 THE HONOURABLE FRANK MARROCCO: Thank
14 you. And, Mr. -- I -- that's what you said to me
15 earlier. I -- I understand that. Mr. Fryer, do you
16 have any questions?

17 MR. TIM FRYER: Yes, I do, Your
18 Honour. And I'm thinking, without rushing the
19 witness, it's probably going to be a half an hour or
20 forty (40) minutes, so whatever you would prefer.

21 THE HONOURABLE FRANK MARROCCO: Well,
22 then we'll start tomorrow at -- at nine o'clock.

23 MR. TIM FRYER: Yes, Sir.

24

25 --- Upon adjourning at 5:10 p.m.

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3 Certified Correct,

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7 Wendy Woodworth, Ms.

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