



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

May 27th, 2019

1 APPEARANCES

2

3 Kate McGrann) Inquiry Counsel

4 John Mather) Associate Inquiry

5) Counsel

6

7 Michael Watson) Alectra Utilities

8 Belinda Bain) Corporation

9

10 (No Counsel)) For Paul Bonwick

11

12 George Marron) For Sandra Cooper

13

14 (No Counsel) (np)) For Timothy Fryer

15

16 Frederick Chenoweth) For Edwin Houghton

17

18 William McDowell (np)) For Town of Collingwood

19 Ryan Breedon)

20

21 Patrick Gajos (np)) For Collus PowerStream

22) Corporation

23

24 Luisa Ritacca) Leo Longo

25

1	TABLE OF CONTENTS	
2		PAGE NO.
3	List of Exhibits	4
4		
5	LEO LONGO, Sworn	
6	Examination-in-Chief by Mr. John Mather	5
7	Cross-examination by Mr. Ryan Breedon	150
8	Cross-examination by Mr. Frederick Chenoweth	163
9		
10		
11		
12		
13		
14		
15		
16		
17	Certificate of Transcript	226
18		
19		
20		
21		
22		
23		
24		
25		

1	List of Exhibits		
2	Exhibit No.	Description	Page No.
3	195	ARB0000074.0001	
4	196	TOC0512153	
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

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

2

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

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

12

13 LEO LONGO, Sworn

14

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

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

18 MR. LEO LONGO: Good morning.

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

21 MR. LEO LONGO: Yes.

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

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

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

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

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

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

19 MR. LEO LONGO: No.

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

23 MR. LEO LONGO: No.

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

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

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

7

8 CONTINUED BY MR. JOHN MATHER:

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

15 MR. LEO LONGO: Sure.

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

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

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

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

1 undertaken on their behalf.

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

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

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

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

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

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

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

4 MR. LEO LONGO: No.

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

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

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

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

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

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

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

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

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

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

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

21 MR. LEO LONGO: No.

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

25 MR. LEO LONGO: I knew him as the

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

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

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

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

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

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

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

1 Berlis?

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

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

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

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

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

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

23 MR. LEO LONGO: No.

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

1 the Collus companies?

2 MR. LEO LONGO: Never.

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

6 MR. LEO LONGO: I do not recall.

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

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

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

15

16 (BRIEF PAUSE)

17

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

21 Do you recognize this presentation?

22 MR. LEO LONGO: I do.

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

25 MR. LEO LONGO: This presentation

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

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

11 MR. LEO LONGO: I believe we did.

12 MR. JOHN MATHER: -- 2000 --

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

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

22

23 CONTINUED BY MR. JOHN MATHER:

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

1 know, provide you with a list of topics.

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

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

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

9

10 (BRIEF PAUSE)

11

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

17 What is a deemed interest?

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

25 MR. JOHN MATHER: So as I understand

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

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

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

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

13 Why did you emphasize this in your
14 presentation?

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

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

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

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

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

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

25 MR. LEO LONGO: That the Act did not

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

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

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

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

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

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

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

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

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

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

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

20 MR. LEO LONGO: I --

21 MR. JOHN MATHER: -- fuller --

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

23 MR. JOHN MATHER: -- conversation?

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

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

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

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

25 Is that something that was raised to

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

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

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

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

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

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

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

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

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

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

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

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

9 What did you mean by that bullet point?

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

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

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

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

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

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

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

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

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

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

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

1 insignificant interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 MR. LEO LONGO: No.

17

18 (BRIEF PAUSE)

19

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

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

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

4 MR. LEO LONGO: No.

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

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

9 Why specifically suggest written legal
10 advice?

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

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

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

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

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

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

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

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

17 What did you mean by that?

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

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

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

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

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

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

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

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

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

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

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

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

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

17

18 (BRIEF PAUSE)

19

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

1 presentation?

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

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

9 MR. LEO LONGO: Yes.

10 THE HONOURABLE FRANK MARROCCO: Thank
11 you.

12

13 CONTINUED BY MR. JOHN MATHER:

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

18

19 (BRIEF PAUSE)

20

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

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

25 MR. JOHN MATHER: -- we can scroll

1 through it. Does -- does this refresh your memory?

2 Do you recall knowing that there was a code of ethics
3 in place at the time?

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

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

10 MR. LEO LONGO: I probably did.

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

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

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

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

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

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

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

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

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

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

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

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

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

25 MR. LEO LONGO: I think that means

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

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

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

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

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

24 MR. LEO LONGO: I do not.

25 MR. JOHN MATHER: As part of your

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

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

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

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

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

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

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

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

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

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

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

1 Town?

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

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

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

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

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

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

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

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

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

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

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

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

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

3

4 CONTINUED BY MR. JOHN MATHER:

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

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

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

25 So Saturday, January 7, I had a quick

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

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

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

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

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

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

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

22

23 CONTINUED BY MR. JOHN MATHER:

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

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

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

5 MR. LEO LONGO: Right.

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

10 MR. LEO LONGO: M-hm.

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

17 MR. LEO LONGO: Correct.

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

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

23 MR. LEO LONGO: No.

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

1 just have to speak up.

2 MR. LEO LONGO: No. Sorry.

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

6 MR. LEO LONGO: Correct.

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

10 MR. LEO LONGO: No.

11 MR. JOHN MATHER: So Ms. --

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

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

16 MR. LEO LONGO: I wasn't -- I wasn't
17 involved in any of the process or aware of it really.
18

19 CONTINUED BY MR. MR. JOHN MATHER:

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

23 MR. LEO LONGO: Yes.

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

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

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

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

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

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

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

1 wanted me to do.

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

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

11 MR. LEO LONGO: The Town.

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

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

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

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

1 the Sunday, the 15th so.

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

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

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

16 MR. LEO LONGO: Sorry?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 MR. JOHN MATHER: Do you understand

1 what they wanted you to review the agreements for?

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

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

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

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

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

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

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

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

1 MR. LEO LONGO: No.

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

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

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

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

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

14 MR. LEO LONGO: Right.

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

21 MR. LEO LONGO: No.

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

24 MR. LEO LONGO: If I did, it was very
25 vague and not -- not from the -- the nature of this

1 deal, just from having worked with Collingwood since
2 2003.

3 MR. JOHN MATHER: And so --

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

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

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

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

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

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

25 MR. JOHN MATHER: So she was working

1 on the Transaction. Who else was working on the
2 Transaction from your firm?

3 MR. LEO LONGO: Ron Clark.

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

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

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

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

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

24 MR. LEO LONGO: I was not involved
25 with the opening, other than probably seeing the daily

1 conflict check where it said Collus LDC; that would be
2 it.

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

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

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

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

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

22 MR. JOHN MATHER: Mr. Clark's evidence
23 was that he understood to be acting under a joint
24 retainer with both the Town and the Collus entities.
25 I take it that was not your understanding?

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

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

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

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

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

25 MR. LEO LONGO: I certainly raised it

1 in my -- in my emails on the 16th.

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

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

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

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

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

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

24 MR. JOHN MATHER: Other than assuming
25 that, did you make any inquiries or ask anyone who was

1 instructing them?

2 MR. LEO LONGO: No.

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

6 MR. LEO LONGO: From who?

7 MR. JOHN MATHER: Sandra Cooper.

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

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

12

13 (BRIEF PAUSE)

14

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

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

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

21 What is a CMF form?

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

25 MR. JOHN MATHER: And at Aird &

1 Berlis, when is this form generated?

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

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

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

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

18 MR. LEO LONGO: That's correct.

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

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

25 MR. JOHN MATHER: So Mr. Clark's

1 evidence was that when he became involved, the
2 decisions about the structure of the transaction for
3 the sale of Collus and the process for that
4 transaction had already been decided.

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

8 MR. LEO LONGO: That's correct.

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

12 MR. LEO LONGO: I provided no advice.

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

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

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

24 THE HONOURABLE FRANK MARROCCO: Did --
25 did -- do you think you made it clear that you -- when

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

5 Are you satisfied you conveyed that?

6 MR. LEO LONGO: That I conveyed that?

7 Yes.

8 THE HONOURABLE FRANK MARROCCO: Yes.

9 We'll take the morning break.

10

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

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

13

14 MR. JOHN MATHER: If we could pull up
15 document ARB6.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: So, this is a email
20 dated January 10th, 2012, from you to Corrine Kennedy.
21 It says:

22 "Further to our discussion in 19A,
23 here are three (3) things the Town
24 CAO asked me res -- asked of me
25 respecting the Collus PowerStream

1 transaction."

2 Do you recall sending this email?

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

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

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

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

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

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

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

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

22 MR. LEO LONGO: No.

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

1 Do you recall what that was about?

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

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

8 MR. LEO LONGO: Yeah.

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

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

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

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

24 MR. JOHN MATHER: I guess what I'm
25 trying to ask you is, other than sending this email,

1 did you have any further discussions with Corrine
2 about the three (3) points?

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

5

6 (BRIEF PAUSE)

7

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

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

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

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

23 MR. LEO LONGO: I just have a general
24 sense that there was a bit of an unease about her
25 dealing with agreements, that she just didn't feel

1 that she was on top of it or, you know, fully aware of
2 what was going on, I believe.

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

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

9 MR. LEO LONGO: No.

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

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

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

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

1 raised on the 16th or speaking to her about the
2 conversation you had with the mayor?

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

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

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

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

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

19 MR. LEO LONGO: I --

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

22 MR. LEO LONGO: Your Honour, I can't
23 recall the discussion in 19A. All -- my -- my -- what
24 I surmise is that I was at some sort of a firm thing,
25 event, where I saw her and said, The cler -- the CAO

1 asked me to tell you certain things, and I'll send
2 them to you.

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

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

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

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

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: ARB129.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: So, if we can scroll
23 down to the bottom. Scroll up. So, this is an email
24 from Mayor Cooper on January 11th, 2012, suggesting a
25 conference call for this afternoon. And I believe you

1 already advised that you did have a call with the
2 mayor that day. Is that correct?

3 MR. LEO LONGO: Yes.

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

6

7 (BRIEF PAUSE)

8

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

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

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

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

19

20 (BRIEF PAUSE)

21

22 CONTINUED BY MR. JOHN MATHER:

23 MR. JOHN MATHER: So, the document I
24 was trying to pull up, Mr. Longo, was handwritten
25 notes. And we have -- we have provided them to you

1 and you've provided this transcript. I guess I'll
2 start this way.

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

5 MR. LEO LONGO: Yes.

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

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

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

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

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

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

24 MR. LEO LONGO: Well, I wanted to know
25 that -- what the Town's interest was in -- in the

1 matter or was this just a Collus sale that was purely
2 Collus only. So, I wanted to know who the client was
3 that we were dealing with here.

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

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

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

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

18 MR. JOHN MATHER: Fair enough.

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

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

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

25 MR. JOHN MATHER: Do you recall if

1 these matters were discussed on the call?

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

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

6 MR. LEO LONGO: Sorry?

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

9 MR. LEO LONGO: That's right.

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

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

18 So I -- I don't know what -- and
19 that -- I'm kind of wondering if these were questions
20 that I wrote in advance of the call or -- or after the
21 call because I see Town gets 8 million; Collus
22 gets 7.2. I wouldn't have -- I wouldn't have known
23 that in advance of the call quite frankly.

24 MR. JOHN MATHER: So you're not
25 certain at this point when you wrote these notes down

1 here?

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

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

18 Were you involved in any discussions
19 about that?

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

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

25 MR. LEO LONGO: No one asked me

1 anything about the financial structure of the deal.

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

6 MR. LEO LONGO: Yes.

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

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

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

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

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

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

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

22 MR. JOHN MATHER: So one of the issues
23 that was dealt with or addressed in the transaction
24 was the shared services agreements that we referenced
25 earlier as between the Town and Collus.

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

4 MR. LEO LONGO: I was not.

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

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

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

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

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

22 MR. LEO LONGO: No.

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

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

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

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

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

13 MR. LEO LONGO: I was not.

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

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

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

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

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

24

25 (BRIEF PAUSE)

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

5 MR. LEO LONGO: Right.

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

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

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

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

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

25 MR. JOHN MATHER: And we see -- saw

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

7 MR. LEO LONGO: I -- I do not recall
8 any further discussion.

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

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

14 So talking about that. And then she
15 says:

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

23 Do you remember what -- what did you
24 understand Ms. Kennedy to mean by "no red flags"?

25 MR. LEO LONGO: Just that didn't want

1 any glitches, I guess, on Monday night.

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

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

10 MR. LEO LONGO: I do not.

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

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

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

22 MR. LEO LONGO: I think other than
23 what I testified earlier that I believe the mayor said
24 to me, Leo, this is a good deal for the municipality.,
25 and I guess look at the agreements.

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

6 MR. JOHN MATHER: So if we could pull
7 ARB 14.

8

9 (BRIEF PAUSE)

10

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

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

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

24 "Side letter giving Collingwood/
25 Collus a right of first refusal

1 should PowerStream wish to acquire,
2 merge with, or otherwise enter into
3 a strategic business relationship
4 with certain utilities in the
5 Georgian Triangle central Ontario
6 region"

7 Do you recall receiving this email at
8 the time?

9 MR. LEO LONGO: Yes.

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

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

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

22 MR. LEO LONGO: No. I was in -- I was
23 up here on other matters working on other files and
24 knew I would get to see him later on in the day when
25 he arrived up. But there didn't seem to be any action

1 request of me on this. This was just a here, be aware
2 of this. So I read it, but I didn't see it as
3 requiring any response.

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

7 MR. LEO LONGO: No.

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

11 MR. LEO LONGO: I did not. I was
12 never asked about it.

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

16 MR. LEO LONGO: Sorry. Who?

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

19 MR. LEO LONGO: I'm sorry. I'm
20 missing --

21 MR. JOHN MATHER: Sorry. In point 1,
22 it says:

23 "We have inserted a call right
24 whereby Collingwood could repurchase
25 its shares at the sale price for one

1 year following the transaction."

2 And then it says: "This right was
3 bargained away by Collingwood."

4 MR. LEO LONGO: I had no understanding
5 of that or independent knowledge of that.

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

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

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

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

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

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

22 MR. JOHN MATHER: Can we pull up
23 CJI6303?

24 THE HONOURABLE FRANK MARROCCO: Just
25 before they do that, did I understand you to say that

1 you were up in Collingwood on other matters? That
2 would have been in January?

3 MR. LEO LONGO: On that -- on that
4 day, January 16.

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

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

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

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

22 MR. LEO LONGO: Yes.

23

24 CONTINUED BY MR. JOHN MATHER:

25 MR. JOHN MATHER: If we could pull up

1 CJI6303?

2

3 (BRIEF PAUSE)

4

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

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: Sorry. Just one
11 moment.

12

13 (BRIEF PAUSE)

14

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

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

23 MR. JOHN MATHER: Did you have any
24 conversations with Ms. Wingrove?

25 MR. LEO LONGO: I may have.

1 (BRIEF PAUSE)

2

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

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: And scroll down to
9 the bottom of this chain. So keep scrolling -- going
10 down. Okay, up.

11 So this is an email dated January 16th,
12 2012. And you -- we've -- I -- I believe -- is this
13 the first email in the chain that we've been
14 discussing that you had with Sandra Cooper and Mayor
15 (sic) Lloyd on January 16th?

16 MR. LEO LONGO: Yes.

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

21 You indicate that you will review the
22 reps and warranties and determine whether the Town can
23 make them.

24 What did you mean by that?

25 MR. LEO LONGO: My recollection was

1 there were reps and warranties that included, for
2 example, statements about no environmental
3 contamination on some of the properties that the Town
4 had or that Collus had, and a warranty that they were
5 -- they were clean properties.

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

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

19 MR. LEO LONGO: There was not much
20 that I -- that I felt I could comment on. As I say,
21 the financial structuring of the -- of the deal and
22 the financial aspects of it -- any of it, was beyond
23 my knowledge and -- and ability to comment on, and
24 that's what I said. And I asked, has the Town
25 received advice that's receiving fair value, because I

1 had no idea.

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

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

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

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

24 MR. JOHN MATHER: Other than saying
25 that you can't comment on the financial aspects of the

1 deal, did you tell them that there was any other
2 portions of the agreements you couldn't comment on?

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

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

13 Did you review or provide advice on
14 those types of provisions?

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

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

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

24 MR. JOHN MATHER: Okay. Did they --
25 did you ever explain out of -- outside of this email

1 chain what you meant by financial aspects when you
2 told --

3 MR. LEO LONGO: No.

4 MR. JOHN MATHER: -- them this?
5 Sorry?

6 MR. LEO LONGO: No.

7 MR. JOHN MATHER: Okay. So if we
8 could scroll up.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: Actually scroll down
13 a little bit, going back just to the top of the
14 initial email.

15 We see that Ms. Wingrove is not
16 included on the recipients of the email.

17 Do you know why she was not included?

18 MR. LEO LONGO: I think because my
19 initial call and my only discussion to that point was
20 with the Mayor and Deputy Mayor via that January 11
21 call, that my Monday morning email or Monday at noon
22 email was addressed to them because they were the ones
23 who said take a look at the agreements, so I was
24 writing to them directly.

25 MR. JOHN MATHER: And to be fair, you

1 did speak with Ms. Wingrove though on -- earlier in
2 January, as --

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

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

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

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

19 MR. LEO LONGO: Yeah.

20 MR. JOHN MATHER: -- fair bit with the
21 Mayor and Mr. Lloyd?

22 MR. LEO LONGO: At -- that call, it
23 was an unusual call. I didn't usually get calls like
24 that.

25 MR. JOHN MATHER: And did you express

1 that to them on the call?

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

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

8 "Collus has included -- included
9 Corrine and Ron from A&B to review
10 documents."

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

14 And then scroll up. And you write
15 partially:

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

20 What did you mean by that?

21 MR. LEO LONGO: Well, first of all,
22 that's what I understood at the time, that Ron and
23 Corrine were acting for Collus. I felt that they
24 needed to know that it was possible that the Town's
25 interests may not be identical and I wanted to

1 expressly state that, put it -- ask them to think
2 about that, because the previous email was telling me
3 all about Collus and all the people who had looked at
4 it from the Collus side of things, and I just wanted
5 to say, well, that's nice but your interests may be
6 different.

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

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

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

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

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

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

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

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

1 serves at the pleasure of Council.

2 It is also important to recognize
3 that on a consistent basis, Council
4 has been fully briefed and provided
5 unanimous support to continue with
6 this direction. I trust this
7 addresses your point in a
8 satisfactory manner."

9 And then if we scroll up, you respond:

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

15 And then you go on to say:

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

21 Sorry.

22 -- "I simply wished to bring this to
23 your attention as you move forward
24 on this."

25 Other than what you've said, did you

1 have -- and -- already, did you have any particular
2 concerns about Ron and Corrine representing Collus and
3 -- as opposed to the Town?

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

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

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

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

23 And like many clients, they -- they
24 sometimes follow advice, and sometimes they choose not
25 to follow advice. And it's not that I was even giving

1 advice here. It was just flagging an issue, and in
2 both of their responses, indicated to me they didn't
3 see it as an issue.

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

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

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

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

1 understand your responsibility and
2 that of Aird & Berlis in general, as
3 I understand mine and look forward
4 to a very positive outcome of this
5 Transaction."

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

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

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

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

24 What did you mean by that?

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

1 I can't remember if the draft agreement may have even
2 had a note to draft about needing the -- the reps and
3 warranties to be checked.

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

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

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

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

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

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

23 MR. JOHN MATHER: And then you read in
24 the email, Ed isn't on the -- Ed is in the loop on
25 this. What did you mean by that?

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

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

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

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

24 Is that when you understood him to be
25 expressing to you in these emails?

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

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

12 What is your reaction to that?

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

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

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

1 MR. LEO LONGO: No.

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

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

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

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

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

21 I -- I can't say if -- for certain if
22 it was one more than the other that was driving what
23 her concern might have been, but -- but I believe she
24 was the one who probably said why don't you sit in on
25 the closed session when Ron and John Rockx and others

1 are going to be presenting, because I thought maybe
2 she might have wanted me to hear that so that if she
3 did have follow-up questions, she might be able to
4 then know that I had a -- a better knowledge base than
5 I had going into that -- that time period.

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

10 I take it nobody -- is that right?

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

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

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

17

18 CONTINUED BY MR. JOHN MATHER

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

22 I -- at first I thought you -- I
23 understood you to say that you attended the meeting to
24 speak to another matter that was before Council.
25 Before the meeting, did you know that there would also

1 be a presentation about Collus?

2 MR. LEO LONGO: Oh, yes.

3 MR. JOHN MATHER: You --

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

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

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

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

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

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

23 MR. LEO LONGO: I didn't -- I didn't
24 address Council at all at that meeting.

25 MR. JOHN MATHER: Were you asked any

1 questions?

2 MR. LEO LONGO: I was not.

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

5 MR. LEO LONGO: Yes.

6 MR. JOHN MATHER: Were you involved in
7 preparing this presentation?

8 MR. LEO LONGO: I was not.

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

13 MR. LEO LONGO: I -- I was not and did
14 not.

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

23 Were you involved in resolving any of
24 these outstanding issues?

25 MR. LEO LONGO: No, the -- this is all

1 Greek to me, I --

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

5 MR. LEO LONGO: I do not.

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

8

9 (BRIEF PAUSE)

10

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

14 MR. LEO LONGO: Yes.

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

19 Do you recall being involved in the
20 drafting of the authorization by-law?

21 MR. LEO LONGO: Yes.

22 MR. JOHN MATHER: Do you recall why
23 you prepared the initial draft?

24 MR. LEO LONGO: I was requested to do
25 so.

1 MR. JOHN MATHER: Who requested you to
2 do that?

3 MR. LEO LONGO: I can't recall with
4 100 percent certainty, but it would have been either
5 the CAO or the clerk.

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

9 MR. LEO LONGO: Hopefully so that it
10 could be done right.

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

15 MR. LEO LONGO: No.

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

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

22 MR. LEO LONGO: I know we've drafted
23 by-laws in the past, it wasn't the normal rule of
24 business to do so. But I'm sure I -- I had a template
25 of the Town's by-law in the past, dealing with

1 previous by-laws they may have asked me to do an
2 initial draft on.

3 But it was -- it was unusual but not --
4 never done before.

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

8 MR. LEO LONGO: No.

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

13 MR. LEO LONGO: Correct.

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

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

21 So I drafted the version, left the
22 whereas' blank and asked Mr. Houghton to provide some
23 assistance in drafting just the whereas portion of the
24 -- of the by-law because I thought he could do it in a
25 more expeditious and less expensive way to the client.

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

5 MR. LEO LONGO: Yes.

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

13 What was the purpose of that draft
14 provision of the by-law?

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

20 Once those agreements are in a form and
21 context to the satisfaction of the Town's solicitor, I
22 inserted, because I knew that the status of the
23 agreements, even on January 17th, were still very
24 draft and they were outstanding matters, you took me
25 to the slide before from the -- the evening closed

1 session meeting, that the agreements weren't in -- in
2 any way, shape or form in a final form.

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

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

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

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

4 MR. JOHN MATHER: What would be
5 legally prudent about that?

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

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

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

22 MR. JOHN MATHER: When you inserted
23 these two provisions in the draft by-law, did you take
24 them from a precedent or experience you had in
25 drafting previous by-laws?

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

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

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

12 MR. LEO LONGO: No, I didn't. I
13 didn't think that was necessary.

14 MR. JOHN MATHER: Why didn't you think
15 that was necessary?

16 MR. LEO LONGO: Because I felt these
17 two clauses made good sense.

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

23 MR. LEO LONGO: I would have th --
24 thought that my draft back to Town staff was to be
25 kept with Town staff and for them to provide their

1 comments back to me.

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

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

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

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

16 MR. LEO LONGO: I was not.

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

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

24 MR. JOHN MATHER: Why would you not
25 expect that?

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

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

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

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

22 MR. JOHN MATHER: And then --

23 MR. LEO LONGO: -- solely.

24 MR. JOHN MATHER: And then in item C,
25 there's the removal of the requirement that Town staff

1 and the solicitor report back to council before the
2 closing of the transaction. Did you -- do you have
3 any views on that being removed?

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

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

16 MR. LEO LONGO: No, no. I was
17 speaking about the reporting back to council.

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

23 MR. LEO LONGO: I think when I got
24 back the version from Mr. Houghton that -- that had
25 changed it and deleted both, I guess I was weighing,

1 if there was a clause I wanted back in, which one (1)
2 did I think was more important.

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

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

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

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

24 MR. JOHN MATHER: And so, if we keep
25 scrolling through down some of the back and forth that

1 you've discussing as reflected in these paragraphs --
2 keep going to paragraph 495. So, stop there.

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

7 MR. LEO LONGO: He did not.

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

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

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

14 MR. LEO LONGO: No.

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

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

23 MR. LEO LONGO: Yes.

24 MR. JOHN MATHER: So, if we could pull
25 up ARB234.

1 (BRIEF PAUSE)

2

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

8 "Further -- to all, further to our
9 conference call this afternoon,
10 please see the revised draft that
11 incorporates much of what was
12 discussed

13 As directed, this bylaw will not
14 cite any statutory provisions within
15 the where as clauses."

16 And then you say:

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

21 And if we scroll down, the draft bylaw
22 that's attached, section 4 is the reporting back
23 requirement with respect to conditions precedent.

24 Do you remember sending the email
25 suggesting that if that -- it is felt that is

1 unnecessary, it can be removed?

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

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

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

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

20 MR. JOHN MATHER: Why would you be
21 concerned that you may -- it's possible you may be
22 seen as difficult such that you would suggest it's
23 okay to remove this if they really wanted?

24 MR. LEO LONGO: I don't know. I -- I
25 can't really say why. I -- I maybe whimpered and said

1 but if you want to take it out, take it out. I
2 obviously thought it was worthwhile and put it back
3 in.

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

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

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

20 MR. LEO LONGO: No. I think I was
21 relying on my -- my emails.

22 MR. JOHN MATHER: So, if we could go
23 to paragraph 498 of the Foundation Document. So, this
24 is a day after the email we were looking at. Ms.
25 Kennedy writes to you about the bylaw drafting.

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

10 Do you under -- do -- did you
11 understand what Ms. Kennedy meant by:

12 "Authori -- authorizing at the front
13 end of this transaction and don't
14 have to go back"?

15 MR. LEO LONGO: Not really.

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

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

21 MR. JOHN MATHER: So, I believe you're
22 referring to what's discussed in the next paragraph,
23 paragraph 499. And this is a draft that Ms. Kennedy
24 circulates back to you and -- Mr. Longo and Mr. Clark.

25 And if you scroll down, is that where

1 you're referring to in subparagraph (c) --

2 MR. LEO LONGO: Yes.

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

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

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

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

21 I took a look at it, saw that it had
22 the clause in it about reporting back to council. And
23 I wrote back and said it's fine or -- or something,
24 so.

25 THE HONOURABLE FRANK MARROCCO: Okay.

1

2 CONTINUED BY MR. JOHN MATHER:

3

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

5

MR. LEO LONGO: Yeah.

6

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

11

And Mr. Bonwick writes that:

12

"Ed mentioned that the mayor had
13 asked for a motion to be available
14 for a meeting this afternoon for
15 review by CAO Clerk and Ed.

16

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

24

If the mayor believes this to be a
25 reasonable approach, I suggest it

1 must take place this afternoon."

2 Do you recall having a conversation
3 with the people identified in this email on January
4 19th, 2000 --

5 MR. LEO LONGO: I did not.

6 MR. JOHN MATHER: You did not have the
7 conversation or you do not recall having the
8 conversation?

9 MR. LEO LONGO: I did not have the
10 conversation.

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

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

20 This suggests that a meeting did happen
21 and one (1) of the things discussed at the meeting was
22 the satisfaction requirement. Does that refresh your
23 memory at all about whether or not you had a meeting
24 in and around this time?

25 MR. LEO LONGO: I was not in town on

1 January 19. I was Alliston at an MMAH seminar dealing
2 with the growth plan for the Greater Golden Horseshoe.
3 I didn't have any involvement with anyone, I don't
4 believe, on January 19 other than the -- other than
5 taking a look at the bylaw that Ms. Kennedy prepared,
6 so I didn't attend any meetings in Collingwood that
7 day.

8 MR. JOHN MATHER: Is it possible you
9 attended a meeting by teleconference?

10 MR. LEO LONGO: It's not possible.
11 I've looked at my dockets. There's no reference to
12 any meeting.

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

16 MR. LEO LONGO: Sorry?

17 MR. JOHN MATHER: Is that the only
18 basis on which you -- you --

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

21 MR. JOHN MATHER: And it's not
22 reflected in your dockets?

23 MR. LEO LONGO: That's right.

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

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

4 MR. JOHN MATHER: Fair enough. And I
5 just wanted to explore --

6 MR. LEO LONGO: Yeah.

7 MR. JOHN MATHER: -- that. Can we go
8 to ALE2075?

9

10 (BRIEF PAUSE)

11

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

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

19 MR. LEO LONGO: Right.

20 MR. JOHN MATHER: Before I ask
21 questions about that, between January 18th and
22 February 29th, do you recall having any involvement in
23 the share chales -- share sale transaction?

24 MR. LEO LONGO: None whatsoever.

25 MR. JOHN MATHER: So we see in this

1 email chain that Mr. Clark is providing you some
2 documents, the purpose of which are to brief the mayor
3 and the clerk, and there's also an explanatory
4 memorandum.

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

9 Do you know why you sent the agreements
10 to the mayor and Ms. Almas?

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

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

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

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

25 "I'd be happy to discuss this with

1 you at your convenience."

2 Do you recall having a discussion with
3 them about the documents you sent?

4 MR. LEO LONGO: I was part of a phone
5 call the next day.

6 MR. JOHN MATHER: And what do you
7 recall about that phone call?

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

14 MR. JOHN MATHER: Do you recall who
15 was on the call?

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

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

21 MR. LEO LONGO: No.

22 MR. JOHN MATHER: In her evidence,
23 Ms. Almas spoke about a phone call that occurred at
24 some point prior to the first signing on March 6th,
25 2012, and she discussed a -- she described the phone

1 call as heated and referenced her recollection which
2 was that Ms. Wingrove had several targeted questions
3 about the agreements and that Ed -- Mr. Houghton was
4 trying to respond to those question and address her
5 concerns.

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

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

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

15 MR. LEO LONGO: I don't recall much of
16 the call.

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

21 MR. LEO LONGO: I don't believe so. I
22 think a day before they signed the -- the contract, I
23 have a docket entry that I may have spoken to the
24 clerk. She may have had a question about something
25 which I dealt with very quickly.

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

4 MR. LEO LONGO: It was very routine.

5 MR. JOHN MATHER: Was it your
6 understanding at the time of the signing in March 6th,
7 2012 that the Town was satisfied with the nature of
8 the agreements they were entering into?

9 MR. LEO LONGO: Yes.

10 MR. JOHN MATHER: And how did you come
11 to form that understanding?

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

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

20 Do you know if anyone from your firm
21 provided the Town advice on the transaction documents
22 on those components of them?

23 MR. LEO LONGO: It would only be Ron
24 or Corrine that would have done so. And I'm not sure
25 if they did it to the Town itself or through their

1 understanding that they were representing the Town as
2 the shareholder of -- of Collus.

3 MR. JOHN MATHER: Were you aware of
4 the Town having any other -- any other law firm or
5 lawyers involved in the transaction?

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

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

13 Did you review the attachments prior to
14 sending this to the mayor and --

15 MR. LEO LONGO: I did not review it
16 prior to sending.

17 MR. JOHN MATHER: Did you review them
18 after sending it?

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

21 MR. JOHN MATHER: And what was your
22 scope of review at that time?

23 MR. LEO LONGO: Just reading them.

24 MR. JOHN MATHER: Do you remember
25 having any comments on the documents?

1 MR. LEO LONGO: No. I don't recall
2 being asked about it.

3 MR. JOHN MATHER: Do you recall having
4 any reactions to anything you saw in the documents or
5 anything that you thought was worth exploring?

6 MR. LEO LONGO: No.

7 MR. JOHN MATHER: So if we could open
8 ALE2084, please?

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So this was the
13 memorandum that was included in the email, and if we
14 scroll down, we see that it provides information about
15 the documents to be signed.

16 And I apologize if I miss it, but did
17 you review this memorandum after you sent it on?

18 MR. LEO LONGO: Prior to the call,
19 yes.

20 MR. JOHN MATHER: Okay. At the time
21 that you reviewed the memorandum, did you understand
22 this document to be subject to any form of privilege?

23 MR. LEO LONGO: I would have thought
24 so. I mean, this is an internal document explaining
25 legal agreements for the -- for Collingwood's benefit.

1 MR. JOHN MATHER: Just a couple more
2 questions relating to the signing in March 2012.

3 Another thing Ms. Almas stated in her
4 evidence when she was discussing a phone call which
5 she described where there was a heated conversation,
6 she suggested in her evidence that you were not
7 familiar with some of the industry-specific elements
8 of the agreements, such as relating to utilities or
9 electricity distributors.

10 Is that a fair characterization?

11 MR. LEO LONGO: Sure.

12 MR. JOHN MATHER: And another thing
13 Ms. Almas said was that it was Town policy that a
14 solicitor needed to review agreements before they were
15 executed. Was that your understanding at the time?

16 MR. LEO LONGO: Yes.

17 MR. JOHN MATHER: Sorry.

18 MR. LEO LONGO: Yes.

19 MR. JOHN MATHER: We can't talk over
20 each other. It makes the court reporter's life more
21 difficult.

22 If we could pull up paragraph 540 of
23 the Foundation Document?

24

25 (BRIEF PAUSE)

1 MR. JOHN MATHER: This is a
2 paragraph -- so March 5th, 2012, we understand this to
3 be the day before the transaction documents are
4 signed, the initial signing. Ms. Kennedy writes to
5 you and tells you to expect an email from John Rockx
6 explaining that the dividends declared as a result of
7 the upcoming share sale will be lower than expected.
8 After receiving this information, you asked Ms.
9 Kennedy whether Mr. Rockx was preparing any further
10 documentation.

11 Do you recall an issue involving the
12 dividend being lower than expected?

13 MR. LEO LONGO: Actually, I couldn't
14 remember this independently, but once I read through
15 what I -- I remember why I probably had no
16 recollection was because I was told there was nothing
17 further for me to do.

18 MR. JOHN MATHER: And you're referring
19 to the last sentence, Leo and Ed Houghton --

20 MR. LEO LONGO: Yes.

21 MR. JOHN MATHER: I appreciate that --
22 let me put it this way -- when you reviewed this email
23 chain recently, did that refresh any memory about you
24 receiving the email from Ms. Kennedy that Ed Houghton
25 is briefing the mayor?

1 MR. LEO LONGO: I'm certain I received
2 the email.

3 MR. JOHN MATHER: Do you recall at the
4 time having any form of reaction to the fact that
5 Ed Houghton appeared to briefing the -- was going to
6 be briefing the mayor on this issue?

7 MR. LEO LONGO: I -- I did -- on one
8 level, I didn't understand why I was getting an email
9 telling me that John Rockx from KPMG was going to be
10 sending me something because I had had no
11 conversations or any connection with Mr. Rockx ever.
12 So this one sort of came out of the blue.

13 MR. JOHN MATHER: So our understanding
14 is the issue with the dividend is that it was
15 estimated to be a certain amount as part of the RFP
16 process and the negotiation process, and then it
17 turned out that it was going to be less than what had
18 been anticipated.

19 Is that the sort of thing you would
20 have expected you would have been asked questions
21 about in your role as Town solicitor?

22 MR. LEO LONGO: No. But it was
23 something I -- it was something I would have expected
24 the Town to be told about and have it explained to
25 them.

1 And that's why I asked whether Mr.
2 Rockx would be preparing documentation and submitting
3 it to the -- to the municipality for them to
4 understand because the financial side of the deal was
5 not something that I was ever commented on.

6 MR. JOHN MATHER: Other than the
7 emails reflected in this paragraph, did you have any
8 further involvement on this issue?

9 MR. LEO LONGO: No, I did not.

10 MR. JOHN MATHER: Did you know who at
11 the Town was discussing the -- who at the Town was
12 discussing with PowerStream what the dividend would
13 be? Like who was negotiating with them on that issue?

14 MR. LEO LONGO: I -- I did not.

15 MR. JOHN MATHER: Did you make any
16 enquiries about who was doing it?

17 MR. LEO LONGO: I did not.

18 MR. JOHN MATHER: If we could pull up

19 ALE --

20 THE HONOURABLE FRANK MARROCCO: Just
21 before you do that, but I -- but you had in earlier
22 emails asked who was giving the Town financial advice.

23 MR. LEO LONGO: I never had a response
24 back.

25 MR. JOHN MATHER: If we could pull up

1 ALE --

2 MR. FREDERICK CHENOWETH: That's not
3 entirely true, Your Honour. There was a response
4 back, and Mr. Lloyd gave a response back and told him
5 they were dealing with KPMG, et cetera, and did so at
6 an earlier time.

7 THE HONOURABLE FRANK MARROCCO:
8 Mr. Longo gave me his answer. I -- I don't
9 understand. Then put it to him on cross-examination,
10 and see what he says.

11 MR. FREDERICK CHENOWETH: Yes. Thank
12 you, Your Honour.

13

14 CONTINUED BY MR. JOHN MATHER:

15 MR. JOHN MATHER: Well, if we could
16 pull up ALE 2230?

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: Scroll down. So
21 this is a letter dated March 1st, 2012. Scroll up a
22 bit.

23 It is a letter that appears to be
24 signed in connection with the closing -- or the first
25 signing of the transaction. It's from the mayor in

1 which she writes that the Town of Collingwood will
2 continue to purchase the services as described in the
3 services agreements and that in connection with the --
4 with amendments that may be required that those
5 amendments will be in compliance with certain OEB
6 regulations.

7 Were you aware -- did you review this
8 letter before it was signed by the mayor?

9 MR. LEO LONGO: No.

10 MR. JOHN MATHER: Were you asked to
11 review the letter before it was signed?

12 MR. LEO LONGO: No.

13 MR. JOHN MATHER: Did you have any
14 discussions with anyone at the Town about the
15 implications or the legal effects of a letter like
16 this?

17 MR. LEO LONGO: No.

18 MR. JOHN MATHER: And I take it from
19 your earlier answers you don't know who negotiated
20 this letter on behalf of the Town.

21 MR. LEO LONGO: I do not know.

22 MR. JOHN MATHER: And if we could pull
23 up ARB108.

24

25 (BRIEF PAUSE)

1 MR. JOHN MATHER: Actually, you can
2 take that down. So after the signing on July 31st --
3 sorry -- March 6th, 2012, there was a second signing
4 of documents on July 31st, 2012 which was the formal
5 closing of the transaction, and it occurred after the
6 OEB had approved the transaction.

7 Were you involved in any of the
8 discussions or negotiating -- negotiations leading up
9 to the July 31st signing?

10 MR. LEO LONGO: I was not.

11 MR. JOHN MATHER: Were you aware that
12 it was happening?

13 MR. LEO LONGO: Vaguely but...

14 MR. JOHN MATHER: What do you mean by
15 "vaguely"?

16 MR. LEO LONGO: Well, I knew that the
17 deal in March had been signed, so that's -- I assumed
18 it would close.

19 MR. JOHN MATHER: Did you have any
20 expectation in March that you would be involved prior
21 to closing, whenever that occurred in the future?

22 MR. LEO LONGO: No. There was no
23 indication that I would be involved.

24 MR. JOHN MATHER: Did you ever make
25 inquiries about whether any further assistance or

1 advice would be needed from you?

2 MR. LEO LONGO: I did not.

3 MR. JOHN MATHER: Why not?

4 MR. LEO LONGO: Because I act when my
5 client asks me to do things, and no one was asking for
6 my involvement in the matter.

7 MR. JOHN MATHER: If we can go to
8 paragraph 615 and 6 -- sorry, 615 of the Foundation
9 Document.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So this paragraph
14 describes -- 615 describes the -- the beginning of the
15 process for the closing on July 31st, 2012. And if
16 you scroll down to 616, it describes that the
17 documents exchanged on the closing on July 31st, 2012,
18 included a mutual buy-out provision referred to as a
19 shotgun clause, the unanimous shareholders' approval
20 of certain corporate actions, and the rights of first
21 refusal.

22 I take it from your answers you were
23 not asked for any advice or input on these provisions?

24 MR. LEO LONGO: That's correct.

25 MR. JOHN MATHER: Would you have

1 expected that the Town would get legal advice on
2 provisions relating to, you know, buy-sells in the
3 event that one -- when someone needed to exit the
4 partnership?

5 MR. LEO LONGO: I didn't have any
6 expectation as to what the Town would -- would want in
7 the way of additional legal advice.

8 MR. JOHN MATHER: Do you know if they
9 asked anyone for legal advice about the governance
10 provisions of the -- the unan -- the Unanimous
11 Shareholders' Agreement?

12 MR. LEO LONGO: I'm not aware if they
13 did.

14 MR. JOHN MATHER: Can we pull up --
15 actually go to paragraph 621 of the Foundation
16 Document.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, this paragraph
21 describes what happened with the shared services
22 agreement, which I -- I've referenced earlier. It
23 references what happens on the March 6th signing and
24 then if we scroll down it talks about a letter that
25 was signed and relating to the July 31st closing where

1 there was an agreement to review and revise the
2 agreements within twelve (12) months.

3 And if we pull up CPS6970, we can see
4 the letter itself.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: If we just scroll
9 down -- oh, it's 516 pages. Well, we -- that's a lot
10 of pages.

11 I'll put it -- so do you remember being
12 shown a letter relating to the shared services
13 agreement on July 31st, 2012?

14 MR. LEO LONGO: I don't recall being
15 shown any of this, no.

16 MR. JOHN MATHER: And I take it, it's
17 safe to say from your earlier answers, you were not
18 asked to give any advice on the effect of that letter
19 and the shared services going forward?

20 MR. LEO LONGO: That's correct, yeah.

21 MR. JOHN MATHER: If we can go to
22 paragraph 749 of the Foundation Document.

23

24 (BRIEF PAUSE)

25

1 MR. JOHN MATHER: So, paragraph 749
2 and going forward described interactions that you had
3 with Mr. Brown in 2015, who was then the CAO of the
4 Town, as well as with Mr. Clark.

5 Have you had an opportunity to review
6 those exchanges?

7 MR. LEO LONGO: Yes.

8 MR. JOHN MATHER: So -- and the
9 exchanges relate to who was representing who in the --
10 in the share purchase trans -- transaction.

11 If we scroll down to 750, on March 4th,
12 2015, you write to Mr. Clark in response to a question
13 about who was the lawyer of record that represented
14 the Town, and you said to Mr. Clark it wasn't you.

15 Do you remember why you said that?

16 MR. LEO LONGO: Because I didn't know
17 that Ron had been retained by the Town of Collingwood.

18 MR. JOHN MATHER: In these email
19 exchanges, Mr. Clark states his understanding that he
20 was retained or was at least acting on behalf of the
21 Town of Collingwood. This is in March 2015.

22 Did you learn that he -- he had that
23 view prior to these exchanges in March 2015?

24 MR. LEO LONGO: No, I don't -- I don't
25 think I knew of that prior to these emails being

1 exchanged with CAO Brown.

2 MR. JOHN MATHER: And then you say at
3 the end of this email:

4 "Frankly, I believe the -- the Town
5 chose not to have a lawyer of record
6 on this transaction."

7 MR. LEO LONGO: I think what -- what
8 CAO Brown was asking for was, he was asking me, Leo,
9 why did -- why did you not send us the closing
10 document book, and I said to him, I've never seen the
11 closing document book. It wasn't my -- I wasn't
12 involved at all in that matter on behalf of the Town,
13 and it was dri -- driving CAO Brown somewhat to
14 distraction that he couldn't -- didn't understand why
15 the Town didn't receive a -- the closing document
16 book, and that's when he got into the debate that you
17 see in these emails about, well, who -- who was acting
18 for whom.

19 MR. JOHN MATHER: At any point in the
20 transaction did you understand, other than the role
21 that you've explained to us today, whether the Town
22 had any lawyer representing their interest in the
23 transaction?

24 MR. LEO LONGO: No, other than --
25 other than the brief involvement I had in it, I wasn't

1 aware of the Town having any separate representation.

2 MR. JOHN MATHER: Did that concern you
3 at the time?

4 MR. LEO LONGO: Yes. I mean, part of
5 the reason I wrote those emails on -- on January 16th.

6 MR. JOHN MATHER: So if we go to
7 paragraph --

8 THE HONOURABLE FRANK MARROCCO: Just
9 before you do that, if the Town was represented, would
10 you have expected the lawyer representing the Town to
11 have forwarded the --

12 MR. LEO LONGO: Sorry, would --

13 THE HONOURABLE FRANK MARROCCO: If the
14 Town was represented, would you have expected the
15 lawyer representing the Town to have forwarded the
16 closing documents to the Town, or the document book,
17 whatever?

18 MR. LEO LONGO: I would have thought
19 so.

20

21 CONTINUED BY MR. JOHN MATHER:

22 MR. JOHN MATHER: So if we scroll
23 down, we see that Mr. Clark responds with his
24 understanding, which we've discussed, that the Town
25 had designated Ed to give instructions on behalf of

1 Collus and the Town.

2 And scroll down to 752. And -- and
3 this furthers the conversation about who was -- Mr.
4 Clark's understanding.

5 Other than the emails set out in here,
6 did you and Mr. Clark have any discussions about the
7 apparent disagreement about who was representing who?

8 MR. LEO LONGO: No. I -- I remember
9 just speaking with Ron, you know, in the coffee room
10 if I'd ever run into him -- we're on different floors,
11 but -- about John Brown's inquiries and -- and things
12 of that nature. That sort of bound us together in
13 2015 on this matter, but no, I don't remember having
14 any further discussions with Mr. Clark.

15 MR. JOHN MATHER: So if we can go to
16 paragraph 754. So, this is an email from you to Mr.
17 Brown and in it you set out what your under -- what
18 your recollection was of your role in the transaction
19 -- if we keep scrolling down.

20 MR. LEO LONGO: Right.

21 MR. JOHN MATHER: And have you had an
22 opportunity to review this email recently?

23 MR. LEO LONGO: Yes.

24 MR. JOHN MATHER: And as -- as far as
25 you can tell, is it accurate?

1 MR. LEO LONGO: Yes.

2 MR. JOHN MATHER: Then if we go to
3 paragraph 757 of the Foundation Document.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: So on April 7th,
8 2015, in another email discussing the shared services
9 agreements -- I understand you became somewhat
10 involved in those in 2015 -- you stated to Mr. Brown:

11 "A matter I find troubling is that
12 the Town has -- has had a purchasing
13 bylaw, Number 2006 42, throughout
14 this period."

15 And you walk through -- scroll down,
16 please -- that:

17 "Between the adoption of this bylaw
18 in 2006 and the PowerStream deal in
19 2012, the Town had annually --
20 annually paying Solutions for
21 services without attended --
22 adhering to the tender and
23 procurement provisions of the -- the
24 bylaw. It appears that no
25 considerations was given to the

1 bylaw when the various PowerStream
2 agreements were entered into, and it
3 appears that the bylaw was not given
4 consideration when the mayor and
5 clerk signed the acceptance of --
6 the acceptance and agreement to July
7 31st, 2012."

8 What concerned you about this at the
9 time?

10 MR. LEO LONGO: Well, in -- in 2015,
11 CAO Brown brought to my attention this shared
12 servicing agreement, and was asking certain questions
13 about it, including termination potential.

14 And as I was doing some research to
15 answer some of the questions he posed, I recall that
16 we had -- the Town had a purchasing bylaw, and it
17 didn't appear that there that purchasing bylaw had
18 been -- had been followed, so I was bringing that fact
19 to his attention through this email.

20 MR. JOHN MATHER: What are the
21 implications for the purchasing bylaw having not been
22 followed?

23 MR. LEO LONGO: Well, if you've -- if
24 you've signed an agreement without going through the
25 proper procure -- procurement process, I'm not certain

1 if it makes the agreement void ab initio or maybe
2 voidable at the -- at the insistence of the Council
3 once it's brought to their attention that it hasn't
4 been properly pursued, but I didn't really look into
5 that in any great details, or what the ramifications
6 were of it other than to point out that it didn't
7 appear to have been followed.

8 MR. JOHN MATHER: At the time you were
9 reviewing the Transaction agreements in January and
10 March 2012, were you aware of the purchasing bylaw?

11 MR. LEO LONGO: I would have been -- I
12 would have been aware of its existence, yes.

13 MR. JOHN MATHER: Was it something you
14 considered when you were reviewing the agreements?

15 MR. LEO LONGO: Well, I didn't -- I
16 didn't see -- I didn't see this was a matter -- this
17 was a sale of Collus utility. I didn't know if the
18 purchasing bylaw -- procurement bylaw applied to that
19 circumstance. What I was looking at was the -- the
20 one (1) agreement between the Town and Collus dealing
21 with shared services. It's -- it's a different topic,
22 I believe.

23 MR. JOHN MATHER: Well, I -- and I --
24 I ask because the first little 'I' here indicates to
25 me that you were considering in 2015 the shared

1 services in the context of the purchasing bylaw --
2 purchasing bylaw.

3 So do you recall in 2012 if you made
4 any -- any inquiries about whether or not those
5 agreements would trigger the purchasing bylaw or be
6 subject to it?

7 MR. LEO LONGO: Excuse me. In 2012, I
8 did not put my mind to that issue.

9 MR. JOHN MATHER: Go to paragraph 760.
10 So just -- I expect I have five (5) minutes or less of
11 questions. I'm very close to the end, but I'm happy
12 to break and complete those after lunch.

13 THE HONOURABLE FRANK MARROCCO: Well,
14 in that case, we'll just sit here for another five (5)
15 minutes or so.

16 MR. JOHN MATHER: And I appreciate
17 everyone will be glaring at me as I do this, so.

18 THE HONOURABLE FRANK MARROCCO: Don't
19 feel under any pressure or anything.

20

21 CONTINUED BY MR. JOHN MATHER:

22 MR. JOHN MATHER: So paragraph 760.
23 So if we scroll down one -- scroll down so we can see
24 the date of this email.

25 So it's March 31th, 2012. And if you

1 scroll up -- or 2015. I said 2012.

2 So it's in an email to Mr. Brown on
3 March 2015. And you say:

4 "It is accepted that as a member of
5 the Board of Directors of the
6 corporation that the mayor owes a
7 fiduciary duty to that corporation
8 that is distinct from her duties to
9 the Town. She also owes a duty to
10 Council to respect the code of
11 conduct she signed when assuming
12 office."

13 Closing -- scrolling down:

14 "Attending the close session,
15 Council meeting will be placing the
16 Mayor in a very difficult situation.
17 She must maintain Council
18 confidentiality while owing a
19 fiduciary duty to the arm's-length
20 corporation for which she sits as a
21 director. Which master does she
22 serve? Which interest overrides the
23 other? How is she to reconcile her
24 competing duties?"

25 Do you recall the context in which you

1 sent Mr. Brown this email?

2 MR. LEO LONGO: I believe he was
3 inquiring about just the fiduciary duties of Council
4 members sitting on boards of -- to which they're --
5 been appointed to by Council.

6 MR. JOHN MATHER: Do you recall if
7 this consideration of the Mayor's potential competing
8 duties was something that was discussed in relation to
9 the share sale to PowerStream?

10 MR. LEO LONGO: I don't -- I -- I
11 wasn't privy to any such discussions.

12 MR. JOHN MATHER: Were you ever
13 provided -- asked to provide any advice on -- on that
14 issue in that conte --

15 MR. LEO LONGO: I was not.

16 MR. JOHN MATHER: In your experience,
17 how is -- how is this apparent conflict usually dealt
18 with?

19 MR. LEO LONGO: It's -- it's a diff --
20 it's a difficult one to -- to handle, and it -- it's
21 something I've considered for other clients as well.
22 And I've never really come up with a nice,
23 compartmentalized answer as to how a sitting Council
24 member can owe a fiduciary duty to a board and try to
25 keep their interest distinct.

1 There's clearly case law that, on
2 occasion, the courts have been able to give some
3 guidance as to, for example, how a lower-tier Council
4 member sitting on an upper-tier Council, like a
5 regional government versus local government, how they
6 can deal with each other when the upper tier is buying
7 land from the lower tier. What's the -- what's the
8 Councillor supposed to do? Who do they owe their
9 allegiance to, the purchaser or the vendor?

10 And the courts have given -- tried to
11 give some guidance on it, but I -- I think it's pretty
12 much still a grey area, and -- and one that probably
13 could benefit from some comment.

14 MR. JOHN MATHER: Are you aware of
15 this -- again, this conflict -- potential conflict
16 being raised to Mayor Cooper or anyone on Council the
17 -- in the 2011 to 2012 period?

18 MR. LEO LONGO: No one ever approached
19 me about that topic.

20 MR. JOHN MATHER: Are you aware of
21 anyone at your firm raising that topic with anyone at
22 the Town or the mayor?

23 MR. LEO LONGO: I'm not aware of that.

24 MR. JOHN MATHER: Those are my
25 questions.

1 THE HONOURABLE FRANK MARROCCO: Thank
2 you. 2:15.

3 Just one (1) other thing. Mr. Longo,
4 you -- I'm sure your counsel will tell you this, but
5 you should not discuss your evidence --

6 MR. LEO LONGO: Sure.

7 THE HONOURABLE FRANK MARROCCO: --
8 with -- during the break.

9 MR. LEO LONGO: Yes, sir.

10

11 --- Upon recessing at 1:07 p.m.

12 --- Upon resuming at 2:21 p.m.

13

14 CROSS-EXAMINATION BY MR. RYAN BREEDON:

15 MR. RYAN BREEDON: Good afternoon, Mr.
16 Longo, we know each other, my name is Ryan Breedon and
17 I am counsel for the Town of Collingwood.

18 Just a couple of clarification items
19 arising out of your evidence this morning. First of
20 all, you testified that you did some limited review of
21 the agreements, correct?

22 MR. LEO LONGO: M-hm.

23 MR. RYAN BREEDON: "Yes"?

24 MR. LEO LONGO: Yes.

25 MR. RYAN BREEDON: But am I correct

1 that you were not involved in any of the negotiations?

2 MR. LEO LONGO: You are correct.

3 MR. RYAN BREEDON: Okay, thank you.

4 And then can we look at ARB74.1,
5 please?

6 So this is the transcription of your
7 handwritten notes and my friend took you through this
8 earlier today. Can we scroll down to page 2? Thank
9 you.

10 Now, do I understand your evidence from
11 earlier today that looking at this you now believe
12 that the notes written on page 2 were actually written
13 after the call?

14 MR. LEO LONGO: That may have been the
15 case, because I'm wondering how I knew about 8 million
16 and 7.2 million, I wouldn't have discussed that with
17 anyone prior to the call.

18 MR. RYAN BREEDON: All right. So
19 either they were written during the call or after the
20 call?

21 MR. LEO LONGO: Right.

22 MR. RYAN BREEDON: Not -- not in
23 advance of the call, as you had previously thought
24 might be the case?

25 MR. LEO LONGO: That's correct.

1 MR. RYAN BREEDON: All right. And the
2 -- the price information, the 8 million and the 7.2
3 million, is that something that was discussed on the
4 call?

5 MR. LEO LONGO: It -- it may have
6 been, because I -- I don't know where else I would
7 have gotten that number.

8 MR. RYAN BREEDON: Do you know what --
9 what that means, the Town gets 8 million and Collus
10 gets 7.2 million?

11 MR. LEO LONGO: I seem to remember
12 people chatting about \$15 million being the proceeds
13 of the transaction. I'm not sure what the actual
14 split out means, because -- that's my answer.

15 MR. RYAN BREEDON: So you -- just so
16 we're clear, looking at this today you don't know,
17 when it says Collus gets \$7.2 million, what that
18 refers to?

19 MR. LEO LONGO: That's correct, I
20 don't.

21 MR. RYAN BREEDON: Okay, thank you.
22 The January 16th, 2012 presentation, you testified
23 that you attended the closed session where Mr. Clark
24 made a presentation about the transaction?

25 MR. LEO LONGO: Yes.

1 MR. RYAN BREEDON: And My Friend took
2 you to the PowerPoint and that was, I understand,
3 presented during that meeting?

4 MR. LEO LONGO: M-hm.

5 MR. RYAN BREEDON: "Yes"?

6 MR. LEO LONGO: Yes.

7 MR. RYAN BREEDON: You just have to
8 say "yes" for the transcript.

9 And I under -- am I correct that you
10 were not involved in that presentation at all?

11 MR. LEO LONGO: That's correct.

12 MR. RYAN BREEDON: You were there only
13 for other matters?

14 MR. LEO LONGO: Yes.

15 MR. RYAN BREEDON: All right. And do
16 you have any recollection of the presentation over and
17 above what you've told us earlier today?

18 MR. LEO LONGO: No.

19 MR. RYAN BREEDON: Thank you.

20 Now, it appears based on our review of
21 the emails, that -- that you were sending some emails
22 with a -- Deputy Mayor Lloyd during that meeting.

23 You testified you thought that -- that
24 they must have happened during the actual meeting?

25 MR. LEO LONGO: I don't think those --

1 the Council had its regular meetings starting at five
2 o'clock. I can't recall when they went into closed
3 session that day to take the presentation by Mr.
4 Clark, Mr. Rockx, and Mr. Houghton.

5 So it -- it may have been that all my
6 email exchanges occurred prior to the closed session
7 meeting.

8 MR. RYAN BREEDON: Okay, so it could
9 have been during the open session or it could have
10 been during the closed session?

11 MR. LEO LONGO: I -- I don't think I
12 would have had access to my computer for the closed
13 session over at the Braniff Room. So I -- my gut
14 feeling is all of those emails occurred prior to the
15 closed session meeting commencing.

16 MR. RYAN BREEDON: Okay. Now, did you
17 raise the concerns that are addressed in your emails
18 with Deputy Mayor Lloyd at the closed session?

19 MR. LEO LONGO: No, I did not speak at
20 the closed session?

21 MR. RYAN BREEDON: And why not?

22 MR. LEO LONGO: It wasn't my -- wasn't
23 my meeting, I wasn't asked to.

24 MR. RYAN BREEDON: Okay. Can we look
25 next at ARB234, please? And at page 11.

1 All right, so this is part of that long
2 chain of communication about the draft by-law, and you
3 looked at this particular email earlier today.

4 One thing that I don't think came up,
5 or if it did I -- I've missed it. In the first line
6 you'll see it says:

7 "Further to our conference call this
8 afternoon, please see the revised
9 draft that incorporates much of what
10 was discussed."

11 MR. LEO LONGO: Yes.

12 MR. RYAN BREEDON: Do you know what
13 that conference call was?

14 MR. LEO LONGO: No, I'm not certain
15 what conference call that would be referring to, but
16 it does -- it does refer to one, this afternoon.

17 MR. RYAN BREEDON: Presumably given
18 that you're enclosing the revised draft incorporating
19 what -- much of what was discussed, presumably on this
20 call your concerns regarding the by-law were being
21 discussed?

22 MR. LEO LONGO: Can you remind me,
23 when did Mr. Houghton send me his or the PowerStream
24 version back to me? Do you recall when that was?

25 MR. RYAN BREEDON: I -- I believe, and

1 somebody may have to pipe in, I believe that that's
2 around eleven o'clock that day.

3 MS. BELINDA BAIN: It's page 9.

4 MR. RYAN BREEDON: It's on page 9, if
5 we scroll up.

6 MR. LEO LONGO: Then I'm not -- I'm
7 not sure too -- to whom I'm referring to when I said
8 "further to the conference call", because I'm sending
9 the email to several people and I know I didn't have a
10 conference call with all of those people.

11

12 CONTINUED BY MR. RYAN BREEDON

13 MR. RYAN BREEDON: All right. Do you
14 remember having any conference call regarding these
15 issues that day?

16 MR. LEO LONGO: I don't -- I really
17 don't remember a call on January 18.

18 MR. RYAN BREEDON: The transaction
19 came -- I'm going to move to another topic now. The
20 transaction came before Council on January 23rd, 2012.

21 Were you present at that meeting?

22 MR. LEO LONGO: I was not.

23 MR. RYAN BREEDON: And there was a
24 staff report circulated to the Council members in
25 advance of the meeting.

1 MR. LEO LONGO: Yes.

2 MR. RYAN BREEDON: I take it you had
3 an opportunity to look at that?

4 MR. LEO LONGO: That's correct.

5 MR. RYAN BREEDON: Were you consulted
6 with respect to the staff report in advance of the
7 meeting?

8 MR. LEO LONGO: I don't recall being
9 so.

10 MR. RYAN BREEDON: All right. And did
11 you receive a draft copy of the staff report in
12 advance of the meeting?

13 MR. LEO LONGO: I don't recall
14 receiving one.

15 MR. RYAN BREEDON: Similarly, there
16 was a presentation that was made by a variety of
17 people and there was a PowerPoint that was displayed
18 at that meeting. Have you seen that?

19 MR. LEO LONGO: The Council meeting of
20 the 23rd?

21 MR. RYAN BREEDON: Correct.

22 MR. LEO LONGO: No, I did not. I did
23 not see it.

24 MR. RYAN BREEDON: Okay, thank you.

25 And again, I take it you didn't provide

1 any advice regarding the content of either the staff
2 report or --

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

4 MR. RYAN BREEDON: -- or the
5 PowerPoint presentation?

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

7 MR. RYAN BREEDON: Okay. I wanted to
8 turn to the duties of councillors. You've testified
9 that you have actually written a paper on this
10 subject, yes?

11 MR. LEO LONGO: Yes.

12 MR. RYAN BREEDON: I don't have a
13 copy, so don't worry.

14 MR. LEO LONGO: I'm -- I'm proud of
15 the paper. I think it's a pretty good paper.

16 MR. RYAN BREEDON: The -- the duty of
17 councillors is to act in the best interests of the
18 municipality?

19 MR. LEO LONGO: Yes.

20 MR. RYAN BREEDON: All right. And the
21 Act you've -- you've spoken about before, the
22 Municipal Conflict of Interest Act, prohibits
23 councillors from participating in decisions where they
24 have an actual or a deemed pecuniary interest?

25 MR. LEO LONGO: Correct.

1 MR. RYAN BREEDON: All right. And I
2 think you've testified that, if that is breached,
3 there are a number of potential consequences, the
4 decision can be voided and -- and so on?

5 MR. LEO LONGO: Yes.

6 MR. RYAN BREEDON: All right. You'll
7 agree though that, even if the Municipal Conflict of
8 Interest Act is not engaged, councillors,
9 nevertheless, have a duty to be impartial?

10 MR. LEO LONGO: They have the duty not
11 to have a closed mind to matters that come before
12 them.

13 MR. RYAN BREEDON: Right.

14 MR. LEO LONGO: I'm a little -- I'm a
15 little dubious about using the word 'impartial'
16 because many councillors get elected having very firm
17 positions on certain things, on -- on certain matters
18 that will come before council.

19 And it's not against their role to hold
20 or maintain a strong view of a matter as long as their
21 mind remains open to be convinced otherwise.

22 MR. RYAN BREEDON: Right. And you'll
23 agree, I think, that they can't prefer the interest of
24 their friends or acquaintances to others?

25 MR. LEO LONGO: They have to act in

1 what they believe is the best interest for the
2 municipality.

3 MR. RYAN BREEDON: Right, regardless
4 of who is before them?

5 MR. LEO LONGO: Yes.

6 MR. RYAN BREEDON: And in your
7 orientation presentations that you spoke about did --
8 did you discuss this, the -- the idea that councillors
9 fundamentally have to act in the best interests of the
10 municipality?

11 MR. LEO LONGO: If I didn't, I would
12 imagine that the topic would have been addressed
13 throughout the two (2) days of orientation that did
14 take place.

15 MR. RYAN BREEDON: All right. Does
16 that mean that you -- you may have and you just don't
17 recall?

18 MR. LEO LONGO: I -- I'm thinking that
19 I stuck pretty close to my PowerPoint because of time
20 constraints and other matters, so I think it's more I
21 didn't, but I suspect the topic would have been
22 addressed --

23 MR. RYAN BREEDON: Do you --

24 MR. LEO LONGO: -- by others.

25 MR. RYAN BREEDON: Do you know that?

1 MR. LEO LONGO: No, other than by
2 looking at the agenda topics.

3 MR. RYAN BREEDON: And then lastly,
4 I'd like to just talk about some of the changes that
5 you testified you thought ought to be made to the
6 Conflict of Interest Act this morning.

7 Am I correct that, in your view,
8 siblings should be added to the -- to the list of
9 group for whom there might be a deemed pecuniary
10 interest?

11 MR. LEO LONGO: That's correct.

12 MR. RYAN BREEDON: All right. And,
13 also, I think you testified the spouses of children?

14 MR. LEO LONGO: And siblings.

15 MR. RYAN BREEDON: And, also, the
16 spouses of -- of siblings. And why do you say that?

17 MR. LEO LONGO: Well, just as a result
18 of the role I performed in the early '90s on that
19 Provincial Consultation Committee. It appeared, based
20 on the submissions we heard from the public, from
21 council members throughout the Province, that that
22 seemed to be a logical and desirable revision to the -
23 - to the Act.

24 MR. RYAN BREEDON: And that was your
25 opinion back in the '90s?

1 MR. LEO LONGO: And remains the same
2 today.

3 MR. RYAN BREEDON: Thank you. And are
4 there any other changes that you feel ought to be made
5 to the Act?

6 MR. LEO LONGO: I also felt that there
7 was too much of an onus on an individual elector to,
8 in essence, bring the matter to court to challenge a
9 decision made by a councillor who one thought should
10 have declared a pecuniary interest.

11 And it would have been better had there
12 been a more independent way of bringing and funding
13 those kind of matters. What's occurred over the last
14 decade or so is, now with -- now that we have
15 integrity commissioners who have broader rights of
16 investigations themselves, some of that onus has
17 fallen off the shoulders of the individual elector and
18 seems to be being picked up by integrity
19 commissioners.

20 That's a good thing because,
21 unfortunately, it was you had to have someone with
22 deep pockets who was prepared to go to court on
23 principle to call someone out if they felt it was
24 necessary.

25 MR. RYAN BREEDON: Okay. Thank you

1 very much. Those are my questions.

2

3 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

4 MR. FREDERICK CHENOWETH: Mr. Longo,
5 my name is Chenoweth, Fred Chenoweth, and I act on
6 behalf of Mr. Houghton. Am pleased to meet you, sir.

7 MR. LEO LONGO: Good afternoon.

8 MR. FREDERICK CHENOWETH: I note that
9 you personally had been the solicitor for the Town of
10 Collingwood, and you described yourself as such, the
11 Town solicitor, since 2003?

12 MR. LEO LONGO: I started acting for
13 them in 2003 --

14 MR. FREDERICK CHENOWETH: Thank you.
15 So --

16 MR. LEO LONGO: -- on a case-by-case
17 basis. I wasn't -- at that point, Alex Besse, of
18 Besse Merrifield, were the Town solicitors. I was
19 involved as special counsel on matters, usually at the
20 Ontario Municipal Board or when they needed a second
21 opinion on a matter.

22 It was only subsequently that -- that
23 we took over more of the day-to-day work for the
24 municipality.

25 MR. FREDERICK CHENOWETH: All right.

1 When was it that you took over the day-to-day work for
2 the municipality?

3 MR. LEO LONGO: It would have been in
4 the period between 2006 and 2010 when Mayor Carrier
5 was in office.

6 MR. FREDERICK CHENOWETH: Can you be a
7 little more specific over that four (4) year period?
8 In other words, I'm really just trying to get a sense
9 of how long you had described yourself as the
10 solicitor for the Town of Collingwood by 2011.

11 MR. LEO LONGO: Probably for three (3)
12 years perhaps.

13 MR. FREDERICK CHENOWETH: Thank you.
14 Very good. And I take it, through the course of that
15 three (3) years you had had an opportunity to develop
16 some -- some relationships at the Town of Collingwood?

17 MR. LEO LONGO: Yes.

18 MR. FREDERICK CHENOWETH: Right. And
19 you had a bit of a sense of the Town by then in that
20 you'd really been involved on and off since 2003 but
21 as Town solicitor since somewhere between 2006 and
22 2010.

23 You knew a bit about the Town --

24 MR. LEO LONGO: Yes.

25 MR. FREDERICK CHENOWETH: -- and about

1 the way it ran?

2 MR. LEO LONGO: Yes.

3 MR. FREDERICK CHENOWETH: And you
4 would have understood that the -- the council counted
5 on you for advice from time to time when they called
6 you?

7 MR. LEO LONGO: Yes.

8 MR. FREDERICK CHENOWETH: All right.
9 And you were involved in preparing a presentation for
10 new councillors in January of 2011?

11 MR. LEO LONGO: Yes.

12 MR. FREDERICK CHENOWETH: And that was
13 something that, I took from the evidence you gave
14 earlier, you had done these educational presentations
15 for new councils, I had a sense, on a number of other
16 occasions?

17 MR. LEO LONGO: Yes.

18 MR. FREDERICK CHENOWETH: All right.
19 So, you would have had an opportunity work on your
20 presentation, to keep it present or -- or keep it
21 current and keep it sharp because it -- it wasn't --
22 it wasn't only once you were going to it, it was more
23 than once that you were giving these educational
24 presentations?

25 MR. LEO LONGO: Yes. The fact that

1 the legislation hadn't been amended in twenty (20),
2 thirty (30) years, there wasn't much to add to it from
3 -- from previous presentations.

4 MR. FREDERICK CHENOWETH: All right.
5 That was your view, was it?

6 MR. LEO LONGO: Yes.

7 MR. FREDERICK CHENOWETH: All right.
8 You, of course, would have been anxious to -- to make
9 sure that your presentation was fulsome, in other
10 words, that you covered the area of conflicts of
11 interest and deemed pecuniary interests and
12 confidentiality and things of that nature.

13 You would want to make sure that your
14 presentation was full in that respect?

15 MR. LEO LONGO: I would want my
16 presentation to serve the needs of the client and what
17 I was requested to present. You mentioned
18 confidentiality as part of that. Confidentiality
19 isn't municipal conflict of interest that -- per se.
20 That's a different aspect of --

21 MR. FREDERICK CHENOWETH: I'm fully
22 aware of that, yes.

23 MR. LEO LONGO: But I -- I would have
24 been asked to present on the legislation itself, and
25 that's what my presentation was about.

1 MR. FREDERICK CHENOWETH: All right.
2 I take it you obviously would be aware that there
3 would be other things. You're a municipal expert.
4 You would have been aware that there were -- would
5 very possibly be other documents and other case law
6 and things of that nature that might weigh on matters
7 that might arise under the Municipal Conflict of
8 Interest Act.

9 MR. LEO LONGO: Yes.

10 MR. FREDERICK CHENOWETH: And you
11 would have been aware that things like a code of
12 ethics might have had some impact on the obligations
13 of the councillors to disclose -- to disclose matters
14 of conflicts and concerns?

15 MR. LEO LONGO: My experience with
16 code -- codes of ethics was that on the issue on
17 conflict of interest, they would do no more than
18 repeat the legislation and the requirements under the
19 Municipal Conflict of Interest Act.

20 Where they would sometimes go in
21 greater detail would be particular aspects, such as
22 gifts to a councillor and what -- at what value of a
23 gift would a councillor be expected to disclose that
24 they had received tickets to a hockey game or some
25 sort of entertainment.

1 But my experience has been that -- that
2 those kind of codes of ethics didn't really supplant
3 the -- the Act. They simply would acknowledge that
4 the Act existed.

5 MR. FREDERICK CHENOWETH: I'm not sure
6 whether that's a yes or not a yes to my question,
7 which was you would have been aware at that time that
8 the code of ethics and the wording of the code of
9 ethics would have had the potential to comment on or
10 affect or explain the responsibilities of a councillor
11 with respect to conflicts of interest.

12 MR. LEO LONGO: I disagree. I don't
13 believe a code of ethics explained the Municipal
14 Conflict of Interest Act.

15 MR. FREDERICK CHENOWETH: I didn't --

16 MR. LEO LONGO: It would simply, in my
17 experience, have a placeholder that said a councillor
18 will be aware that the Conflict of Interest Act
19 applies, and you shall adhere to it. That's, in my
20 experience, what those kind of codes of ethics
21 addressed.

22 MR. FREDERICK CHENOWETH: All right.
23 Were you familiar with the code of ethics in
24 Collingwood? I think you indicated that you were
25 aware that --

1 MR. LEO LONGO: I was --

2 MR. FREDERICK CHENOWETH: -- in or
3 about 2011?

4 MR. LEO LONGO: Sorry for
5 interrupting. I was shown one earlier this morning.

6 MR. FREDERICK CHENOWETH: Very good.
7 And you would have known at this time, since you've
8 been involved in the Town of Collingwood since 2003,
9 that Collingwood had a code of ethics for its
10 councillors? In 2011 is my question.

11 MR. LEO LONGO: Probably. I don't
12 recall ever being asked any questions about the code
13 of ethics up to the -- that point in time.

14 MR. FREDERICK CHENOWETH: But probably
15 is your answer? As an expert, that's the kind of
16 thing you'd think you'd want to know?

17 MR. LEO LONGO: I said I was aware
18 that they had one, but I hadn't been asked any
19 questions about it up until that time.

20 MR. FREDERICK CHENOWETH: Thank you.
21 In any event, you chose not to make the code of ethics
22 part of your presentation that you gave to the Town in
23 January of 2011 for the new Council?

24 MR. LEO LONGO: My client chose what I
25 was to speak about at that -- during my presentation,

1 and I was asked to speak about the conflict of
2 interest. The code of ethics, as I understand it, was
3 on the agenda and addressed by someone other than
4 myself.

5 MR. FREDERICK CHENOWETH: Sir, you
6 indicated that you'd wish your remarks to be fulsome.
7 Wouldn't that include comments on the code of ethics
8 if it had any weight with respect to matters of
9 conflict?

10 MR. LEO LONGO: Sir, my partner
11 John Mascarin and I were asked to speak on specific
12 enumerated items. That's what we spoke on. Could we
13 have spoken on a broader array of topics? Yes. We
14 weren't asked to, and therefore, we didn't.

15 MR. FREDERICK CHENOWETH: Got it. Did
16 you give some -- you didn't feel it necessary to talk
17 about the code of ethics and --

18 MR. LEO LONGO: I wasn't asked to
19 speak about the code of ethics.

20 MR. FREDERICK CHENOWETH: I
21 understand. I understand. You didn't feel that in
22 order to make your presentation fulsome, you should be
23 should be speaking about the code of ethics and that
24 you were the municipal expert?

25 MR. LEO LONGO: In order to speak on

1 the Municipal Conflict of Interest Act, that's what I
2 focused my presentation on.

3 MR. FREDERICK CHENOWETH: Did you
4 consider at all the code of ethics -- I'm sorry, not
5 the code of ethics -- the oath of office. Did you
6 make any comments with respect to the oath of office
7 when you were discussing conflicts and the Municipal
8 Conflict of Interest Act?

9 MR. LEO LONGO: I did not because the
10 oath of office simply says that as one of the four (4)
11 things a councillor is giving oath to is that they
12 will adhere to the Conflict of Interest Act. My topic
13 was about the conflict of interest.

14 MR. FREDERICK CHENOWETH: And you
15 indicated that you didn't feel obliged to discuss any
16 case law that may relate to the matter of conflicts of
17 interest?

18 MR. LEO LONGO: I didn't believe the
19 time associated with my presentation permitted any
20 consideration of case law.

21 MR. FREDERICK CHENOWETH: All right.
22 So that you didn't choose to raise a case that you say
23 you were familiar with, a case by Justice Cunningham
24 in the Mississauga Inquiry.

25 MR. LEO LONGO: Well, that's not case

1 law. That -- that was an inquiry.

2 MR. FREDERICK CHENOWETH: Okay.

3 MR. LEO LONGO: And no, I didn't -- I
4 didn't raise that topic as I felt it was beyond the
5 scope of what I was being asked to speak on.

6 MR. FREDERICK CHENOWETH: All right.
7 And you were a little tight for time?

8 MR. LEO LONGO: They gave me whatever
9 time I was given. These -- these seminars have
10 usually a lot of topics with a -- with only a set
11 amount of time to deal with them. So...

12 MR. FREDERICK CHENOWETH: In any
13 event, you didn't raise it.

14 MR. LEO LONGO: I did not raise the
15 conflict -- the Cunningham Inquiry --

16 MR. FREDERICK CHENOWETH: Thank you.

17 MR. LEO LONGO: -- during my
18 presentation.

19 MR. FREDERICK CHENOWETH: Thank you.

20

21 (BRIEF PAUSE)

22

23 MR. FREDERICK CHENOWETH: Now, I had a
24 sense that -- frankly, I didn't have a clear sense as
25 to what your evidence was with respect to the issue of

1 confidentiality. You didn't raise it in your
2 presentation.

3 MR. LEO LONGO: It's not related to
4 conflict of interest --

5 MR. FREDERICK CHENOWETH: Thank you.
6 And I didn't get a sense that you had -- do you have
7 any clear recollection of -- was your associate there,
8 too?

9 MR. LEO LONGO: Mr. Mascarin was, and,
10 I mean, if someone would be able to pull up for me the
11 two (2) day agenda that was presented in January of
12 2011 --

13 MS. LUISA RITACCA: It's at -- the
14 reference is at paragraph 19 of the Foundation
15 Document, and the orientation itinerary is CJI9072.

16 MR. FREDERICK CHENOWETH: If we could
17 pull that up, that would be useful.

18 MR. LEO LONGO: And I've marked in my
19 book is whatever Exhibit 11 is.

20

21 (BRIEF PAUSE)

22

23 CONTINUED BY MR. FREDERICK CHENOWETH:

24 MR. FREDERICK CHENOWETH: In any
25 event, do you have --

1 MR. LEO LONGO: Can I just review this
2 then, please?

3 MR. FREDERICK CHENOWETH: Sure,
4 indeed.

5 MR. LEO LONGO: Can you please scroll
6 down? Stop.

7 9:30 to 10:30, you'll see code of
8 ethics is covered by CAO Wingrove. So the code of
9 ethics was -- was covered there.

10 Issue of confidentiality -- if we could
11 just keep going down.

12 MR. FREDERICK CHENOWETH: Sorry.
13 Could we just go back just a moment? I may be in --
14 I'm missing it. I see what CAO Wingrove covered.

15 MR. LEO LONGO: Between 9:30 and
16 10:30, Mr. Chenoweth.

17 MR. FREDERICK CHENOWETH: Right.
18 Thank you.

19 MR. LEO LONGO: See code of ethics --

20 MR. FREDERICK CHENOWETH: Yes.

21 MR. LEO LONGO: -- the fourth point
22 that she was addressing? So that's why it wasn't part
23 of my presentation.

24 And then you asked about
25 confidentiality.

1 MR. FREDERICK CHENOWETH: M-hm.

2 MR. LEO LONGO: If we keep going down.

3

4 (BRIEF PAUSE)

5

6 MR. LEO LONGO: I don't -- I don't see
7 confidentiality specifically mentioned, other than
8 update on current files which are confidential matters
9 that will be discussed in -- in closed session, but
10 that -- that's not about the topic of confidentiality
11 at large. That deals with certain confidential
12 matters that we were probably asked to brief Council
13 on as part of the -- the legal presentation.

14 MR. FREDERICK CHENOWETH: I remember
15 you saying in your remarks-in-chief that you had no
16 specific memory of Mr. Mascarin giving a presentation
17 with respect to confidentiality?

18 MR. LEO LONGO: I -- I don't have that
19 independent recollection as we --

20 MR. FREDERICK CHENOWETH: And as
21 you've indicated, it's not in the agenda?

22 MR. LEO LONGO: If it's not in the
23 agenda or -- or in his slides. Sorry, or in his
24 slides.

25 MR. FREDERICK CHENOWETH: Is it -- is

1 it likely from looking at those items that it's a -- a
2 fair conclusion that it wasn't discussed by Mr.
3 Mascarin on that occasion, particularly when you have
4 no memory of him doing so?

5 MR. LEO LONGO: I don't have any
6 independent memory of what Mr. Mascarin would have
7 spoken about, other than what's shown on the screen
8 right now, and what would be in his slides.

9 MR. FREDERICK CHENOWETH: Thank you.

10 MR. LEO LONGO: As I say, I -- I --
11 and I believe, Your Honour, that Mr. Mascarin and I
12 would only have been in attendance for that -- for the
13 Tuesday, not the -- the -- whatever the second day is,
14 not the -- not the first day.

15 MR. FREDERICK CHENOWETH: Thank you.
16 In any event, you indicated in the other of your
17 evidence that you had a conversation with Corrine
18 Kennedy on January 7th, 2012?

19 MR. LEO LONGO: Saturday, yes.

20 MR. FREDERICK CHENOWETH: Thank you.
21 And I -- I take it as a result of that conversation,
22 you became aware that -- that Collingwood was in -- in
23 the throes of considering a transaction that involved
24 the sale of 50 percent of its -- of its utility, its
25 power utility?

1 MR. LEO LONGO: That they were in the
2 throes of -- of a -- of a sale dealing with Collus.
3 As to the details that she got in with me at that
4 time, I can't recall.

5 MR. FREDERICK CHENOWETH: All right.
6 I -- I take it that you certainly learned through the
7 course of that that Corrine Kennedy, an associate at
8 your firm, and Mr. Ron Clark, one (1) of your, I take
9 it, partners --

10 MR. LEO LONGO: M-hm.

11 MR. FREDERICK CHENOWETH: -- was
12 involved in that transaction?

13 MR. LEO LONGO: Yes.

14 MR. FREDERICK CHENOWETH: So I take it
15 from June 7th on -- sorry, January 7th on, 2011, had
16 you wished to, you could have called your partner Mr.
17 Clark or the associate Corrine Kennedy and been
18 briefed on any of the details of that Transaction,
19 should you wished to have done so?

20 MR. LEO LONGO: As required to serve
21 the client.

22 MR. FREDERICK CHENOWETH: Or as a
23 matter of interest, or whatever, you could have done
24 so, correct?

25 MR. LEO LONGO: As a busy lawyer, we

1 sometimes don't have the luxury of doing things just
2 out of interest, that we have clients who have needs
3 and -- that need to be addressed. So sometimes, we
4 just have to focus in on what -- what's on our plate,
5 what we're asked to do.

6 MR. FREDERICK CHENOWETH: Been there.
7 Just as a matter of interest, I -- I take it you would
8 have learned -- or had gone away with at least some
9 understanding that the transaction they were about to
10 get involved in in the Town of Collingwood with
11 respect to selling half of their power generation or
12 distribution company was a significant transaction?

13 MR. LEO LONGO: Yes, that's fair.

14 MR. FREDERICK CHENOWETH: Thank you.
15 And you had been involved with the Town since 2003,
16 and -- and had called yourself Town solicitor since --
17 for -- I think you indicated three (3) years at that
18 time. So that would have been a -- a matter of some
19 interest to you?

20 MR. LEO LONGO: It was, I'm sure, some
21 interest. It was something that my client was
22 considering doing.

23 MR. FREDERICK CHENOWETH: It was a
24 significant transaction in your client's bailiwick,
25 and you were the Town solicitor, correct?

1 MR. LEO LONGO: M-hm.

2 MR. FREDERICK CHENOWETH: All right.

3 So you took -- you took some interest in it?

4 MR. LEO LONGO: Well, I -- I had no
5 idea -- I didn't really pay much attention to what the
6 Town's annual budget was, for example. I couldn't
7 tell you even today with the Town's budget is.

8 So I -- while I knew they were selling
9 a portion of an asset that they had, that's what I
10 understood they were doing, selling an asset. As to
11 its -- as to its scale, I -- I wasn't as knowledgeable
12 as --

13 MR. FREDERICK CHENOWETH: But you just
14 suggested it was a significant transaction. You just
15 confirmed that.

16 MR. LEO LONGO: I said I understood
17 that it would be significant.

18 MR. FREDERICK CHENOWETH: And it
19 wasn't a matter that -- am I to take it from what
20 you've just told us now that it wasn't a matter that
21 you took any particular interest in, even though you
22 were the Town solicitor and had been for three (3)
23 years? You -- you just tell me. I'm interested in
24 your --

25 MR. LEO LONGO: Even as --

1 MR. FREDERICK CHENOWETH: -- I'm
2 interested in your answer.

3 MR. LEO LONGO: -- yes. Even as Town
4 solicitor, I only did work that the Town asked me to
5 undertake. So they -- they listed me as Town
6 solicitor because we were now the law firm of the
7 municipality, but I only worked on an as-required
8 basis when the municipality called and sought a legal
9 opinion, and that remained the way I operated
10 throughout the period.

11 So the fact that I was now listed as
12 the Town solicitor because Besse Merrifield was no
13 longer listed as that did not change how I and my
14 client interacted with each other. I provided advice
15 to them when requested by them.

16 MR. FREDERICK CHENOWETH: They were a
17 client of yours.

18 MR. LEO LONGO: Yes, sir.

19 MR. FREDERICK CHENOWETH: And had been
20 since 2003?

21 MR. LEO LONGO: Yes, sir.

22 MR. FREDERICK CHENOWETH: Thank you.
23 And information that suggested that your client was
24 involved -- your client was involved in a significant
25 transaction didn't spark you to ask a few questions or

1 take an interest? Again, I'm just -- I'm interested.

2 MR. LEO LONGO: Take an interest in --
3 in what res --

4 MR. FREDERICK CHENOWETH: Well, to
5 make some inquiries about -- about the significant
6 transaction they were about to -- to get involved in.
7 You had a conversation with Corrine Kennedy on the 7th
8 January in which you learned about this thing.

9 I'm interested in knowing whether
10 learning that your client was involved in a
11 significant track -- tran -- transaction on January
12 7th, you -- you quizzed Ms. Kennedy about the nature
13 and extent of the Transaction and what was involved.

14 I'm not saying you gained a full
15 knowledge of the Transaction on that occasion, but
16 surely -- they were a client of yours, you've
17 acknowledged they're about to be involved in a
18 significant transaction, surely you took the time to
19 speak to Corrine Kennedy on January 7th and learn
20 something about the Transaction.

21 MR. LEO LONGO: Sir, the call was a
22 brief call, and I think it was no more than to say
23 Council will be dealing with this in the coming weeks.
24 We think you should be made aware of that, and you may
25 be -- you may be approached by someone from the Town

1 about it. That -- that's what it -- that's what it
2 was about.

3 MR. FREDERICK CHENOWETH: So you never
4 asked her, Dealing with what? You didn't go into any
5 detail with Corrine Kennedy?

6 MR. LEO LONGO: Sir, I didn't know
7 Collus, or how it was structured, or -- or anything
8 like that. I wouldn't have been able to ask any
9 intelligent question about it at that stage.

10 MR. FREDERICK CHENOWETH: Thank you.
11 And then, as I understand it, you had a call with the
12 -- the mayor, the deputy mayor, and Mr. Houghton on
13 January 11th --

14 MR. LEO LONGO: Correct.

15 MR. FREDERICK CHENOWETH: -- 2011,
16 correct?

17 MR. LEO LONGO: Yes.

18 MR. FREDERICK CHENOWETH: All right.
19 And could we pull up the notes with respect to that,
20 which I believe are ARB74.1.

21

22 (BRIEF PAUSE)

23

24 MR. FREDERICK CHENOWETH: You gave
25 earlier testimony that you learned during the January

1 11th meeting with the people involved in the call,
2 that they wanted you to look at the draft agreement
3 and you did, correct?

4 MR. LEO LONGO: Subsequent.

5 MR. FREDERICK CHENOWETH: Subsequently.
6 In fact I think you said that you looked at it on the
7 15th --

8 MR. LEO LONGO: Right.

9 MR. FREDERICK CHENOWETH: -- the
10 afternoon of the 15th and the morning of the 16th --

11 MR. LEO LONGO: That's correct.

12 MR. FREDERICK CHENOWETH: -- I believe
13 is what you said. In any event -- and I take it that
14 it was the Mayor that told you that she wanted you to
15 look at the draft documents.

16 MR. LEO LONGO: She would have been
17 the one that would have given me that instruction.

18 MR. FREDERICK CHENOWETH: Thank you.
19 And it was pretty clear to you that they were -- they
20 wanted you around and it's right in your note, "Want
21 LFL around." So they wanted you to be a part of -- of
22 this piece.

23 Is that what your note indicates?

24 MR. LEO LONGO: I think it's -- it --
25 it's no more than what I testified to. I believe they

1 wanted me to look at the agreements and provide them
2 with any thoughts I had about them, but I -- as I
3 indicated earlier, I do recall that I was told that
4 during that call that this was a matter that they
5 believed was good news for the Town.

6 MR. FREDERICK CHENOWETH: Indeed, and
7 that was your evidence. They told you it was a good
8 news story and they told you that there appeared to be
9 no real Councillor opposition. They told you things
10 of that nature.

11 MR. LEO LONGO: That's what -- that's
12 what they -- my notes indicate they told me.

13 MR. FREDERICK CHENOWETH: In any
14 event, it's clear that they wanted your views with
15 respect to those documents, and as a result of that
16 you went and read the documents, correct?

17 MR. LEO LONGO: Correct.

18 MR. FREDERICK CHENOWETH: Thank you.
19 Now, let's look further down to the matters that
20 follow that. There's a series of questions. And you
21 were unable to recall whether any of these matters
22 were discussed in the meeting, and the only way of
23 disclosing that would be to look at your notes.

24 That was your evidence, correct?

25 MR. LEO LONGO: I think that's fair.

1 MR. FREDERICK CHENOWETH: All right.
2 And fair to say that -- that none of the matters that
3 are noted in your series of questions on page 2 found
4 their way into the notes as matters that were
5 discussed during that January 11th four-way phone
6 conversation?

7 MR. LEO LONGO: I don't see any direct
8 answers to those questions.

9 MR. FREDERICK CHENOWETH: Thank you.
10 And you came away with some questions and you -- you
11 told His Honour that -- that you were pretty certain
12 that at some point during this piece, you made the
13 people you were talking to, such as the Mayor, the
14 Deputy Mayor, and Mr. Houghton, you made them aware
15 that -- that you weren't equipped to -- to give them
16 very much in the way of comment on these agreements,
17 correct?

18 MR. LEO LONGO: That's correct, on the
19 corporate -- on the corporate framework, the financial
20 side, all that stuff.

21 MR. FREDERICK CHENOWETH: All right.
22 I -- I don't see a note of that remark by you in any
23 of the notes above the questions on page 2.

24 MR. LEO LONGO: I hadn't seen the
25 agreements when this conversation happened, so I had

1 no idea what the agreements look like.

2 MR. FREDERICK CHENOWETH: Well --

3 MR. LEO LONGO: It was only once I
4 reviewed the agreements on the Sunday and the Monday
5 and saw what they covered that led to my emails that
6 day on the 16th.

7 MR. FREDERICK CHENOWETH: All right.
8 But it's clear that in any event, in terms of advising
9 the Councillors, that you really couldn't assist them,
10 because they'd ask you to look at the agreements and
11 they did so right in that -- right in that
12 conversation.

13 It's pretty clear that, certainly on
14 January 11th in any event, you didn't say to the
15 Councillors or to the Mayor, the Deputy Mayor, geez, I
16 don't think I can be much help, I'm a -- I'm a
17 municipal guy, I'm not a corporate lawyer, and I don't
18 know very much about -- about selling shares et
19 cetera. You didn't say that to them on January 11th.
20 In fact it's your evidence that if you made such a
21 comment, it would have only been after January 16th.

22 MR. LEO LONGO: Sir, I've worked with
23 them since 2003. They knew what advice I had been
24 providing them for that period of time, up to this
25 time. They knew I had never given them corporate

1 advice or things of that nature, so they wouldn't have
2 had to ask me about that. They would know what --
3 what my area of expertise was.

4 MR. FREDERICK CHENOWETH: My questions
5 are really directed to a more narrow issue, sir.

6 You said and told His Honour that you
7 had told these individuals that you couldn't help them
8 very much, that you weren't equipped or whatever it
9 might have been, to -- to deal with what they were
10 trying you to do -- ask you to do, which was review
11 the document.

12 My simple point is, it doesn't appear
13 that they told -- that you told them that in the phone
14 conversation you had with them on January 11th.

15 Is that accurate?

16 MR. LEO LONGO: I -- I probably didn't
17 mention it in the phone conversation because I didn't
18 think there was a need to.

19 MR. FREDERICK CHENOWETH: I wanted to
20 turn up a further document, and that is your email
21 correspondence that you sent to Sandra Cooper and Rick
22 Lloyd on or about January 16th, and that document is
23 CJI6303.

24 Could we turn that up, please? And I
25 think it's down at the bottom of that particular

1 document.

2

3 (BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: Going
6 further down, if you would, please, all the way down
7 to the bottom email.

8

9 (BRIEF PAUSE)

10

11 MR. FREDERICK CHENOWETH: That's
12 right. And in that email, you indicated that you've
13 reviewed the latest draft agreements, correct?

14 MR. LEO LONGO: Yes, sir.

15 MR. FREDERICK CHENOWETH: All right.
16 They contain proposed reps and warranties?

17 MR. LEO LONGO: Yes, sir.

18 MR. FREDERICK CHENOWETH: You
19 indicated that you would review the reps and
20 warranties?

21 MR. LEO LONGO: I will review them to
22 ensure the Town can make them.

23 MR. FREDERICK CHENOWETH: Thank you.
24 And you indicated that you couldn't comment on the
25 financial aspects of the deal and that has the Town

1 received advice that is -- that it is receiving fair
2 value.

3 MR. LEO LONGO: Yes, sir.

4 MR. FREDERICK CHENOWETH: Really again
5 indicating to them that -- that you're not a financial
6 guy --

7 MR. LEO LONGO: Or a corporate guy.

8 MR. FREDERICK CHENOWETH: I'm sorry?

9 MR. LEO LONGO: Or a corporate guy.

10 MR. FREDERICK CHENOWETH: Correct. I
11 don't know, does it -- does it say that there?

12 MR. LEO LONGO: As I explained in my
13 testimony earlier, financial aspects, in my mind, was
14 both the -- the struc -- financial structuring of the
15 deal as well as the financial aspects of it.

16 MR. FREDERICK CHENOWETH: You learned
17 later on that day that in fact they had KPMG, or you
18 were told by I think both the Mayor and -- I think
19 specifically by the Mayor.

20 MR. LEO LONGO: I understood Collus
21 had KPMG.

22 MR. FREDERICK CHENOWETH: Okay. And
23 you knew that -- or did you know? I don't know.

24 Did you know that the Town was the
25 shareholder of Collus?

1 MR. LEO LONGO: I believe I did.

2 MR. FREDERICK CHENOWETH: Thank you.

3 So you would have known as a lawyer, that as a
4 shareholder, the question of the -- of the financials
5 and the question of whether or not they had advice
6 with respect to fair value was not simply a question
7 for Collus, but it was also a question of Collus'
8 shareholder, who you knew to be the Town, correct?

9 MR. LEO LONGO: Well, I -- because I'm
10 not a corporate lawyer, this is the reason why I'm
11 raising this issue about -- about the interest being
12 the same or not and the financial interest. I -- I
13 just wouldn't want to jump to the conclusion that
14 because Collingwood is the shareholder, its interests
15 were automatically ad idem with Collus.

16 MR. FREDERICK CHENOWETH: We'll get to
17 that, but the point I'm making here, sir, is, I don't
18 see anything in this document from you, other than the
19 suggestion that you review the reps and warranties and
20 that you're ill-equipped to deal with the financial
21 aspects of the deal.

22 I don't see anything in this
23 correspondence that suggests that you're unable to do
24 what they asked you to do, which was review and -- and
25 give them some comment with respect to the document.

1 You've outlined what you couldn't do, I
2 don't see anything that suggests that you told them by
3 that correspondence or at any time, either on the 11th
4 or on the 16th, that you couldn't assist them with
5 providing a view with respect to those documents.

6 MR. LEO LONGO: I felt that my --

7 MR. FREDERICK CHENOWETH: Is that
8 fair?

9 MR. LEO LONGO: I felt that my emails
10 on the 16th indicated the scope of what I could review
11 for them, which were the reps and warranties, and that
12 anything beyond that was beyond what I could give
13 them.

14 MR. FREDERICK CHENOWETH: But you
15 didn't use those words, anything beyond that was
16 beyond the scope of what you could give them. That
17 isn't something you told them in the January 16th,
18 correspondence.

19 MR. LEO LONGO: My emails will speak
20 for themselves.

21 MR. FREDERICK CHENOWETH: Thank you
22 very much.

23 In any event, in terms of those
24 matters, you learned later that day from emails
25 directed to you by -- and we can put them -- we can go

1 up further if you like and we can look at it, you
2 learned that -- I'm not sure that's the email.

3 Here you go -- it is the email. John
4 Herhalt and John Rockx of KPMG, you're learning this
5 from the Mayor, have -- have participated as the
6 observers in all aspects and included in the financial
7 part, and they feel the agreement is quite fair.

8 I take it with respect to whether or
9 not they had financial advice, you were -- you were
10 relieved by the comments you received from the Mayor
11 on that occasion?

12 MR. LEO LONGO: Well, she didn't
13 indicate who had retained KPMG. I just see that KPMG
14 have participated in -- in -- as an observer in the
15 deal. I -- I -- that's all -- that's what the
16 statement says. It doesn't tell me --

17 MR. FREDERICK CHENOWETH: Did you --
18 did you ask her?

19 MR. LEO LONGO: -- anything more than
20 that.

21 MR. FREDERICK CHENOWETH: Did you ask
22 her?

23 MR. LEO LONGO: Well, I think --

24 MR. FREDERICK CHENOWETH: You were
25 concerned about --

1 MR. LEO LONGO: They both --

2 MR. FREDERICK CHENOWETH: Go ahead,
3 sorry.

4 MR. LEO LONGO: If you go through the
5 emails you'll see that she says "I hope that addresses
6 your comments" and I said partially, and then went on
7 to talk about I didn't know from whose viewpoint those
8 gentlemen from KPMG were analysing the sale.

9 MR. FREDERICK CHENOWETH: Did you take
10 the trouble to learn that?

11 MR. LEO LONGO: Did I?

12 MR. FREDERICK CHENOWETH: Take the
13 trouble to learn it? If you were concerned enough
14 about it to raise it in your email, did you take the
15 trouble to follow the issue to ensure that they had,
16 in fact, properly considered this, particularly to
17 when you'd been told by the Mayor that for whatever
18 reason given her sophistication, she thought that they
19 had considered it by getting KPMG involved.

20 MR. LEO LONGO: Scroll down some more.

21 So after I wrote my -- my comments
22 about partially whose -- I just note I just want to
23 note the Town's interests are -- may not be identical.

24 The Mayor didn't choose to respond to
25 that, but I did get one from the Deputy Mayor four

1 hours later, I think, or 47, where the May -- where
2 the Deputy Mayor provided his comments and I took up
3 or continued the discussion with him through email, to
4 which he then did a final email to close that
5 discussion off.

6 MR. FREDERICK CHENOWETH: Right, and
7 he indicated that certainly in his view in any event,
8 and I take it in the Mayor's view since she was copied
9 on this, that Collus and the Town had one interest?

10 MR. LEO LONGO: They -- they may have
11 believed so.

12 MR. FREDERICK CHENOWETH: Thank you.
13 So that you weren't satisfied with the response?

14 MR. LEO LONGO: I was -- it wasn't for
15 me to be satisfied or not. I raised the issue, they
16 gave me their answer and that was the end of the
17 matter.

18 MR. FREDERICK CHENOWETH: If you -- if
19 -- so you were or weren't happy with their answer?
20 Did you think -- did you think it was a satisfactory
21 answer? You had raised it, surely as the Town's
22 solicitor you would want to make sure it -- you --
23 you've suggested you brought up the issue, did you
24 figure the issue had been concluded?

25 MR. LEO LONGO: In their minds it had

1 been concluded. There was no point of further
2 discussing it with me.

3 MR. FREDERICK CHENOWETH: Well, had it
4 been concluded in your mind?

5 MR. LEO LONGO: It had been concluded
6 in my mind that they had concluded it in their minds,
7 so it was the end of the -- the discussion.

8 MR. FREDERICK CHENOWETH: Right. So
9 I'm assuming then if -- if you only believed that it
10 had been concluded in their mind and not in your mind,
11 that you would have picked up the phone and called Ron
12 Clark or Corrine Kennedy and made the necessary
13 explorations to get to the bottom of an issue that you
14 felt obliged to raise.

15 MR. LEO LONGO: It was not one that I
16 was being asked to pursue any further, so I didn't.

17 MR. FREDERICK CHENOWETH: Even though
18 you'd raised it?

19 MR. LEO LONGO: I --

20 MR. FREDERICK CHENOWETH: And were
21 unhappy with the answer?

22 MR. LEO LONGO: Yes, I raised it and I
23 received their responses.

24 MR. FREDERICK CHENOWETH: Yes?

25 MR. LEO LONGO: And after I received

1 their responses, I didn't pursue it any further.

2 MR. FREDERICK CHENOWETH: Even though
3 you didn't seem -- you weren't entirely sure the
4 responses were adequate.

5 MR. LEO LONGO: It -- the -- it was
6 their -- it was their responses and they don't -- they
7 -- it wasn't going to change their response. They --

8 MR. FREDERICK CHENOWETH: You were
9 aware that your partner, Ron Clark, was acting on this
10 matter?

11 MR. LEO LONGO: Yes.

12 MR. FREDERICK CHENOWETH: And you'd
13 raised an issue as to whether the Town had -- had
14 anyone acting for it, and I take it you had done so
15 because of the client management forum.

16 Is that the case?

17 MR. LEO LONGO: Repeat that question.

18 MR. FREDERICK CHENOWETH: You knew
19 that your partner, Ron Clark, was acting on this
20 matter, was involved in this matter?

21 MR. LEO LONGO: For Collus, yes.

22 MR. FREDERICK CHENOWETH: Yes. And I
23 take it as a result of the client management forum,
24 you had understood he acted on behalf of Collus.

25 MR. LEO LONGO: That's correct.

1 MR. FREDERICK CHENOWETH: And that --

2 MR. LEO LONGO: Sorry, that's correct.

3 MR. FREDERICK CHENOWETH: And that led
4 you to raise your concern?

5 MR. LEO LONGO: That --

6 MR. FREDERICK CHENOWETH: That's what
7 led you to raise your concern, i.e., he said he was
8 acting for Collus and you didn't know he was acting
9 for the Town?

10 MR. LEO LONGO: That's right.

11 MR. FREDERICK CHENOWETH: Very good.

12 So I'm assuming that you picked up the
13 phone at some juncture through the course of this, and
14 said to your client Mr. Clark, my friend, my partner,
15 who are you acting for and what's going on here? I'm
16 a little concerned to make sure that the Town is fully
17 represented with respect to these matters. I'm
18 assuming you did that, did you?

19 MR. LEO LONGO: I understood he was
20 acting for Collus.

21 MR. FREDERICK CHENOWETH: And you
22 understood that because of the client management
23 forum?

24 MR. LEO LONGO: And --

25 MR. FREDERICK CHENOWETH: That's what

1 you just indicated to me.

2 MR. LEO LONGO: And that's who his
3 client was, yes.

4 MR. FREDERICK CHENOWETH: All right.

5 And when that raised a concern in your
6 mind, again I'm asking you again, did you take the
7 trouble to call him when you weren't happy with the
8 answers you got from -- from Mr. Lloyd and the Mayor,
9 did you take the trouble to call your partner, who was
10 simply one (1) floor above you, and take up the issue
11 of whether or not the Town had representation. The
12 Town that was your client and for whom you were the
13 Town lawyer.

14 Did you do that?

15 MR. LEO LONGO: My client was the
16 Town, Ron Clark represented Collus, calling him and
17 asking him did he represent the Town, wouldn't have
18 been appropriate because he wasn't representing the
19 Town, as far as I understood.

20 MR. FREDERICK CHENOWETH: All right.

21 MR. LEO LONGO: So I had raised the
22 issue with my client and my client had responded in
23 the way that they did.

24 MR. FREDERICK CHENOWETH: I -- I think
25 I've got the answer, but it -- it seems to be that you

1 didn't choose to call either Mr. Clark or Mr. -- or
2 Ms. Kennedy to clarify that issue.

3 MR. LEO LONGO: After I received the
4 responses from the Mayor and the Deputy Mayor I did
5 not see the point in pursuing that further.

6 MR. FREDERICK CHENOWETH: And -- and
7 you were a -- you were a partner in the same firm,
8 i.e., Aird & Berlis that appeared to be acting on an
9 ongoing basis as the Town solicitor and appeared to be
10 now acting for Collus and you didn't take the trouble
11 to -- at least on behalf of the firm, forgetting about
12 Clark or yourself, to sort out the issue you'd raised
13 by calling Clark?

14 MR. LEO LONGO: The Town -- the Town
15 Mayor and the Town Deputy Mayor had provided their
16 responses.

17 MR. FREDERICK CHENOWETH: Thank you.
18 We'll take that for what it was, whether it was an
19 answer or not we'll leave to others.

20 In any event, you indicated in your
21 testimony that you had occasion to watch the
22 examination of your then partner or present partner,
23 Mr. Clark yesterday on, I take it, Rogers Cable TV?

24 MR. LEO LONGO: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 Is he still your partner?

2 MR. LEO LONGO: Yes.

3 MR. FREDERICK CHENOWETH: Thank you.

4 And you would have heard Mr. Clark say that, as far as
5 he was concerned, he was -- he had a joint retainer
6 and was acting for both Collus and the Town of
7 Collingwood?

8 MR. LEO LONGO: Yes, I heard that.

9 MR. FREDERICK CHENOWETH: And did you
10 have any reason to -- to doubt the evidence of your
11 client with respect to that other than maybe the
12 client management form? But did you doubt what he
13 told the court yesterday?

14 MR. LEO LONGO: No, I -- I didn't know
15 that, what he said yesterday, back in 2012.

16 MR. FREDERICK CHENOWETH: So, that was
17 the first time you'd learned, I submit, because you
18 hadn't called him, to sort out that problem, correct?

19 MR. LEO LONGO: No. I just had not
20 known about things that he spoke about, the
21 shareholder direction that he'd received and that in
22 performing his function, what role the shareholder and
23 the shareholders' interests were in -- in that matter.
24 That -- that was news to me.

25 MR. FREDERICK CHENOWETH: Right. In

1 any event, you heard him say that he acted on a joint
2 retainer for both Collus and the Town of Collingwood.
3 And you're telling us here today that -- that you take
4 no issue with respect to his evidence in that respect?

5 MR. LEO LONGO: That's correct.

6 MR. FREDERICK CHENOWETH: Thank you.
7 And you would have heard that he indicated that far
8 and away the greater majority of his time when he was
9 on this project was spent protecting the interest of
10 the shareholder, Collingwood.

11 You heard that yesterday?

12 MR. LEO LONGO: I don't recall the
13 majority of his time. I did hear that he -- that was
14 one (1) of his focus points, protecting the interests
15 of the shareholder.

16 MR. FREDERICK CHENOWETH: Well, I'm
17 not going to fight with you over the degree of it.
18 But it's clear that he -- he indicated he spent a good
19 deal of time protecting the interests of -- of the
20 shareholder, Collingwood, correct?

21 MR. LEO LONGO: His ev -- whatever his
22 evidence was, that was his evidence.

23 MR. FREDERICK CHENOWETH: I'm putting
24 to you that that was his evidence. And I'm asking
25 you, do you have any difficulty, any problems, with

1 his -- what he told the Commission yesterday?

2 MR. LEO LONGO: No.

3 MR. FREDERICK CHENOWETH: Thank you.

4 MR. LEO LONGO: And, Mr. Chenoweth,
5 note that in my emails to the client I didn't allege
6 there were interests that were different. I raised
7 the question are there any differences in interest.

8 MR. FREDERICK CHENOWETH: Thank you.
9 That's -- that's helpful. And I take it that
10 throughout the course of the time that you were
11 involved in this matter, which appears to have been
12 from January 7th -- and I'll use the phrase 'on and
13 off', okay.

14 From January 7th to on or about March
15 2nd, I take it that you didn't see anything in the
16 relationship between Collus and/or the Town and/or the
17 people you were dealing with and/or the documents that
18 -- that you read that suggested that their interest
19 had diverged and they should be considering other
20 solicitors?

21 MR. LEO LONGO: Between January 7 on
22 that first call with Corrine to January 18, I had the
23 involvement that I've described to the -- to the
24 commission. And I didn't have any independent
25 knowledge base to -- to form an opinion one (1) way or

1 the other.

2 MR. FREDERICK CHENOWETH: So, the
3 answer to my question is you didn't see anything
4 during that period of time that raised any query in
5 your mind because you queried it earlier, so,
6 obviously, it was on your mind.

7 You didn't see anything in your
8 observation that suggested that there was some sort of
9 divergence in interest between those two (2) parties?

10 MR. LEO LONGO: One (1) was not
11 apparent to me.

12 MR. FREDERICK CHENOWETH: Thank you.

13

14 (BRIEF PAUSE)

15

16 MR. FREDERICK CHENOWETH: I'll make
17 this quick. You appear to have had some discussions
18 with Corrine Kennedy on January 10th again. And you
19 didn't seem to have a clear memory of it, but you knew
20 that you had discussions with her in boardroom 19A?

21 MR. LEO LONGO: Yes.

22 MR. FREDERICK CHENOWETH: And did you
23 take the opportunity at that time to -- since you'd
24 been asked to read the agreement and told that they
25 wanted your around, did you take the time -- you'd

1 been told that -- actually been told that on the 11th,
2 I'm sorry, not the 10th.

3 MR. LEO LONGO: Sir --

4 MR. FREDERICK CHENOWETH: I -- I
5 misspoke --

6 MR. LEO LONGO: -- on the 10th, I
7 hadn't been told to read any agreements.

8 MR. FREDERICK CHENOWETH: In any
9 event, you indicated that you relayed some information
10 about the transaction --

11 MR. LEO LONGO: Yes.

12 MR. FREDERICK CHENOWETH: -- to
13 Corrine Kennedy?

14 MR. LEO LONGO: That's correct.

15 MR. FREDERICK CHENOWETH: That was an
16 opportunity for you to again inquire just in case. As
17 Town lawyer, knowing there was a significant
18 transaction in the works, this was another occasion on
19 which you could have inquired with Ms. Kennedy about
20 the nature of that transaction.

21 Did you discuss the nature of the
22 transaction with Ms. --

23 MR. LEO LONGO: I --

24 MR. FREDERICK CHENOWETH: -- Kennedy
25 in your meeting in boardroom 19A on January 10th?

1 MR. LEO LONGO: I don't recall, sir.
2 And I don't recall how fleeting that discussion was in
3 19A. As I indicated, it may have been at a firm,
4 like, a partners meeting or something, and I may have
5 said the CAO asked me something yesterday, I'm going
6 to send you an email.

7 MR. FREDERICK CHENOWETH: But I -- I
8 take it, in fairness, sir, that's -- that's
9 speculation. It may have been you don't recall,
10 correct?

11 MR. LEO LONGO: I guess that -- yes,
12 that's correct.

13 MR. FREDERICK CHENOWETH: Thank you.
14 And in fact --

15 MR. LEO LONGO: So it's speculation to
16 suggest I had a long discussion with her, as well, or
17 the opportunity to have a long discussion with her.

18 MR. FREDERICK CHENOWETH: That's my
19 purpose in cross-examination, sir, is to explore that
20 issue with you.

21 MR. LEO LONGO: Yeah. Sure.

22 MR. FREDERICK CHENOWETH: And I'm
23 trying to establish whether you took the opportunity -
24 - on January 10th meeting with Ms. Cor -- with Ms.
25 Kennedy in that boardroom, did you take the

1 opportunity to -- was your interest at all at that
2 point peaked enough that you took the opportunity to
3 ask her about the very transaction that you knew that
4 --

5 MR. LEO LONGO: I did not.

6 MR. FREDERICK CHENOWETH: -- you knew
7 that she and Clark were working on?

8 MR. LEO LONGO: I did not.

9 MR. FREDERICK CHENOWETH: You did not.
10 Well, a moment ago, you didn't have a memory of it and
11 now you're telling me you did not?

12 MR. LEO LONGO: I don't -- I don't
13 recall having a discussion with her about it.

14 MR. FREDERICK CHENOWETH: Thank you.
15 That's -- that's an answer. Thank you.

16

17 (BRIEF PAUSE)

18

19 MR. FREDERICK CHENOWETH: I was
20 interested. You told us about a conversation you had
21 on January 11th with the mayor and the deputy mayor
22 and Mr. Houghton.

23 And you indicated that, during the
24 course of that conversation, you received instructions
25 to review the draft documents from the mayor, correct?

1 MR. LEO LONGO: Yes, to look at them.

2 MR. FREDERICK CHENOWETH: I was
3 wondering what led you to make the comment that you
4 believe Mr. Houghton was the point man on that -- that
5 transaction if you got your instructions with respect
6 to the transaction from the mayor.

7 Is there anything in -- in that -- in
8 that meeting or the notes you made with respect to
9 that meeting that in some way -- and by the way, it
10 looks like the notes don't say Mr. Houghton was point
11 man.

12 But in any event, is there anything in
13 that meeting that suggested to you that Mr. Houghton
14 was the point man?

15 MR. LEO LONGO: I think the -- the
16 reason that he was in on the call suggested to me that
17 he was intimately involved in the transaction, and
18 that's why he was in on the call with the mayor and
19 the deputy mayor.

20 MR. FREDERICK CHENOWETH: Thank you.

21

22 (BRIEF PAUSE)

23

24 MR. FREDERICK CHENOWETH: Now, you
25 suggested that at some point in this situation Ms.

1 Wingrove -- you got a sense that Ms. Wingrove was --
2 I'll use the word 'trepidatious', trepidatious about
3 this potential transaction?

4 MR. LEO LONGO: Or uncomfortable about
5 it.

6 MR. FREDERICK CHENOWETH: Right. And
7 -- and she invited you to sit in in the meeting of
8 January 16th?

9 MR. LEO LONGO: That's my belief.

10 MR. FREDERICK CHENOWETH: Thank you.
11 And I -- I take it that one (1) of the reasons she
12 invited you in was because she was looking for some
13 edification or thoughts with respect to the
14 transaction from you, being someone she knew.

15 Is that fair?

16 MR. LEO LONGO: I'm not certain if it
17 was looking for edification or just thinking it might
18 be good for me to sit in on the presentation so that
19 if in the future she had questions, I might be a
20 more -- a better position to answer her questions.

21 MR. FREDERICK CHENOWETH: But you knew
22 she had questions right then and there. You just told
23 me that she was uncertain, trepidatious, or whatever
24 about the transaction. You obviously knew -- or I
25 would have thought you would have known that the very

1 lady you interacted with some frequency -- being the
2 CAO because that's what you do in your business -- you
3 knew she was uncertain and --

4 MR. LEO LONGO: I think she was
5 uncomfortable, and it may have been she just didn't
6 have -- felt she had a handle on the transaction.

7 MR. FREDERICK CHENOWETH: Right. And
8 you didn't -- you didn't think that her inviting you
9 to that meeting was another invitation by someone at
10 the Town to read the documents or dispel some
11 discomfort or anything of that nature. That didn't
12 come to your mind.

13 MR. LEO LONGO: What came to my mind
14 was to listen to the presentation and be a resource to
15 any questions that could be asked of me.

16 MR. FREDERICK CHENOWETH: And one of
17 the reason you did that was because you knew that the
18 CAO with whom you often or from time to time
19 interacted was uncomfortable with the transaction.
20 Correct?

21 MR. LEO LONGO: Yes.

22 MR. FREDERICK CHENOWETH: Thank you.
23 With that in mind, I take it that you listened with
24 some interest or some attention to the presentation as
25 it given on January 16th.

1 MR. LEO LONGO: Yes.

2 MR. FREDERICK CHENOWETH: And you took
3 the opportunity to learn as much as you could about
4 the presentation.

5 MR. LEO LONGO: I listened to the
6 presentation.

7 MR. FREDERICK CHENOWETH: You took the
8 opportunity to learn as much as you could about the
9 presentation that was given by Mr. Clark, your
10 partner, on January 16th.

11 MR. LEO LONGO: I listened to his
12 presentation.

13 MR. FREDERICK CHENOWETH: Thank you.
14 I've had occasion to look at the presentation. I take
15 it you have. You have referred to it through the
16 course of this -- of your examination-in-chief.

17 It was my impression that the
18 presentation was fulsome and dealt with things such as
19 price, and consideration, and governance, and exit
20 provisions, and directors.

21 And it seemed to me to be a fulsome
22 presentation on what was taking place in that
23 transaction. Is that a fair assertion?

24 MR. LEO LONGO: Between Ron Clark,
25 Ed Houghton, and John Rockx, I think there was a lot

1 of details provided to Council.

2 MR. FREDERICK CHENOWETH: Thank you.
3 So I think -- is it fair to say at that juncture, at
4 least by the 16th in any event, you felt more
5 comfortable with respect to your understanding of that
6 transaction.

7 MR. LEO LONGO: To the extent that I
8 could understand some of the corporate intricacies,
9 yes. And subsequent to that, I had no further
10 questions about the agreements posed to me by my
11 client.

12 MR. FREDERICK CHENOWETH: And in fact,
13 you had read the documents by the time you attended.
14 You told me you read them throughout on the afternoon
15 of the 15th and the morning of the 16th.

16 MR. LEO LONGO: Correct.

17 MR. FREDERICK CHENOWETH: All right.
18 And you listened to Mr. Clark's presentation on the
19 evening of the 16th?

20 MR. LEO LONGO: Yes.

21 MR. FREDERICK CHENOWETH: And had you
22 had any further questions, you could have put those
23 questions to Mr. Clark or to his junior, Ms. Kennedy.
24 Correct?

25 MR. LEO LONGO: Say --

1 MR. FREDERICK CHENOWETH: If you had
2 any further questions --

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

4 MR. FREDERICK CHENOWETH: -- because
5 you were asked later to get involved in the matter of
6 the signing of the documents, if you had any further
7 questions, you could have -- after those interactions
8 and reviewing the documents on the 15th and 16th, you
9 could have again contacted Mr. Clark and asked him for
10 details.

11 MR. LEO LONGO: As I had no --
12 received no further questions from my client about the
13 agreements, I wasn't asking any questions of my
14 partners about the agreement.

15 MR. FREDERICK CHENOWETH: Well,
16 without -- it seems clear that later -- I think it's
17 on February 29th -- you were tasked -- you received,
18 first of all, the documents, and you received one of
19 Aird & Berlis' junior's three (3) page summary with
20 respect to each one of the documents and what each one
21 (1) of those documents was to accomplish.

22 And you were tasked with going up there
23 and -- and presenting those documents to the mayor and
24 others. Correct?

25 MR. LEO LONGO: No. That's incorrect.

1 MR. FREDERICK CHENOWETH: Oh.

2 MR. LEO LONGO: I was provided with
3 the documents on the evening of the February 29.

4 MR. FREDERICK CHENOWETH: Yes.

5 MR. LEO LONGO: I flipped them
6 immediately to my client.

7 MR. FREDERICK CHENOWETH: Yes.

8 MR. LEO LONGO: And I made myself
9 available for a phone call the next day.

10 MR. FREDERICK CHENOWETH: Yes.

11 MR. LEO LONGO: I was not tasked with
12 coming up here, attending a meeting, or reporting on
13 those documents. I was part of that call as a
14 resource if anybody any questions of me from the Town.

15 And from my recollection, while I
16 attended that -- a portion of a meeting via phone
17 call, I don't recall being asked much of anything
18 respecting the agreements.

19 MR. FREDERICK CHENOWETH: Okay. So
20 you were a resource with respect to those documents,
21 and you were a resource in the phone call of the 29th
22 of February.

23 MR. LEO LONGO: The phone call was
24 March 1. February 29 --

25 MR. FREDERICK CHENOWETH: I'm sorry.

1 March 1, yeah.

2 MR. LEO LONGO: -- Ron Clark --
3 Ron Clark, acting for Collus -- if you look at the
4 memo, it's the Collus client; it's the Collus LDC file
5 number -- sends to me, Leo, here are the -- the final
6 versions of the two (2) agreements and a memo that
7 explains -- explains them.

8 MR. FREDERICK CHENOWETH: M-hm.

9 MR. LEO LONGO: I flipped that to the
10 client and say, these are the agreements that I've
11 just been sent, and a phone call happened the next day
12 that I was asked to participate in.

13 MR. FREDERICK CHENOWETH: I'm assuming
14 that you went through the memo that the junior had
15 prepared in order to explain to the clients what they
16 had in front of them.

17 MR. LEO LONGO: If asked, yes. I
18 had -- I had read the memo, and I'm sure I flipped
19 through the agreements because they're rather large
20 agreements, and I didn't know if I was going to be
21 asked much of anything about them.

22 But I did read the memo, and I did
23 forward them to my client as Ron Clark had requested I
24 do.

25 MR. FREDERICK CHENOWETH: All right.

1 So you don't recall that you went through the junior's
2 memo?

3 MR. LEO LONGO: I -- no -- I did not
4 go through that. But that memo --

5 MR. FREDERICK CHENOWETH: Did any --

6 MR. LEO LONGO: -- was available to
7 all the participants at the -- on the phone call.

8 MR. FREDERICK CHENOWETH: In the
9 conversation, you do or don't recall that you went
10 through the junior's memo which described the nature
11 of the documents in some detail.

12 MR. LEO LONGO: I don't recall doing
13 that.

14 MR. FREDERICK CHENOWETH: Thank you.
15 And you don't recall there being -- you don't recall
16 the nature of any questions that you might have been
17 asked.

18 MR. LEO LONGO: Other than recalling
19 that I wasn't asked much of anything.

20 MR. FREDERICK CHENOWETH: All right.
21 Thank you. And you don't recall that there -- we've
22 had earlier evidence from Sara Almas in the course of
23 this commission, and you don't recall as Ms. Almas
24 described that -- that it was a bit of a heated
25 conversation and that Ms. Wingrove expressed some

1 reservations and had some questions?

2 You don't recall that?

3 MR. LEO LONGO: Independently, no.

4 But I have no reason to doubt Ms. Almas' recollection.

5 MR. FREDERICK CHENOWETH: All right.

6 If Ms. Almas told us in her evidence that Ms. Wingrove
7 had a series of questions, and that it was a result of
8 your explanations given in that meeting -- phone call
9 I guess it was -- that Ms. Wingrove was now content
10 with respect to the questions she asked, and that
11 therefore Ms. Almas felt comfortable signing the
12 documents. Can you confirm that that took place?

13 MR. LEO LONGO: I -- I can't.

14 MR. FREDERICK CHENOWETH: You can't.

15 MR. LEO LONGO: I don't -- I can't --
16 I don't recall that.

17 MR. FREDERICK CHENOWETH: All right.

18 So that your -- your memory of the conversation is
19 vague at best. Is that fair to say?

20 MR. LEO LONGO: I don't remember it
21 being an eventful conversation otherwise.

22 MR. FREDERICK CHENOWETH: Thank you.

23

24 (BRIEF PAUSE)

25

1 MR. FREDERICK CHENOWETH: I think
2 we've established that you -- you'd been on a call not
3 only on the -- on March 1st, but you'd also been on a
4 call in the day that you sent them the documents,
5 being February 29th?

6 MR. LEO LONGO: I did not have a call
7 with anyone on the 29th.

8
9 MR. FREDERICK CHENOWETH: Very good,
10 thank you.

11
12 (BRIEF PAUSE)

13
14 MR. FREDERICK CHENOWETH: You
15 indicated that you didn't know who on behalf of the
16 Town had given any instructions or made any comments
17 with respect to matters such as the -- the buy sell
18 provisions of the agreements, the right of first
19 refusal in the agreements. You didn't -- you didn't
20 know who'd done that.

21 MR. LEO LONGO: That's correct.

22 MR. FREDERICK CHENOWETH: All right.

23 Were you aware there was a gentleman
24 named Mr. McFadden who had been appointed by the Town
25 to the Collus Board, a lawyers who was quite familiar

1 with the LDC electrical distribution industry?

2 MR. LEO LONGO: I didn't know that.

3 MR. FREDERICK CHENOWETH: You didn't
4 know that.

5 Would you have been aware that Mr.
6 McFadden was specifically forwarded the purchase and
7 sale agreement and the unanimous shareholders
8 agreement on two (2) occasions by Ron Clark?

9 Were you aware of that?

10 MR. LEO LONGO: No, sir.

11 MR. FREDERICK CHENOWETH: All right.

12 You wouldn't have been aware of the
13 evidence of Mr. McFadden given at this commission that
14 receipt of those documents in those two different
15 emails offered him the opportunity to make comment
16 and/or provide instructions with respect to the
17 details of that agreement, you don't know of that?

18 MR. LEO LONGO: I have no independent
19 knowledge of that.

20 MR. FREDERICK CHENOWETH: Very good.

21 Mr. Clark, (sic) maybe you can help me
22 with this. I just want a little clarification with
23 respect to document number TOC0512153.

24

25 (BRIEF PAUSE)

1 MR. FREDERICK CHENOWETH: That appears
2 to be a set of notes. Can you scroll up through the
3 entire document, if you could, or at least down to the
4 bottom of the first page.

5 Is -- is that your writing on that
6 document, sir?

7 MR. LEO LONGO: It is not.

8 MR. FREDERICK CHENOWETH: It is not
9 your writing on the document.

10 MR. LEO LONGO: It is not.

11 MR. FREDERICK CHENOWETH: Thank you
12 very much, that's the clarification I was looking for.

13 And tell me, I notice that there's a
14 little notation there, performance evaluation process,
15 staff present, Sara Almas, clerk, that's stroked out
16 and beside that there was a comment "Leo" beside the
17 entry C, which is with respect to performance and
18 evaluation process.

19 The reason to ask the question, and you
20 could clarify if you would for me, please, would you
21 have been at that meeting on December 5th?

22 MR. LEO LONGO: Only for that portion
23 of the meeting. I was not present during an earlier
24 closed session that dealt with Collus. I was brought
25 in the meeting when that was done and I was given

1 signed authorization by the clerk to attend the closed
2 session meeting. Under the Municipal Act the clerk is
3 responsible for making a notation of the decisions
4 made by Council in closed session.

5 The clerk, under the Act, has the
6 ability to assign her -- his or her obligation to
7 another person.

8 In this instance it was dec -- the
9 clerk decided that I should attend in her place
10 because what was being discussed was a CAO performance
11 review evaluation process and I believe it was felt
12 that it would be best if a staff person not be in
13 attendance when that was being discussed.

14 So I was deputized, as it were, to
15 attend just that portion and make a notation of the
16 discussion that was -- or the direction that resulted.

17 And I believe there are -- I believe
18 there are minutes somewhere, Mr. Chenoweth, that
19 indicate what I reported back to -- what I reported
20 back to council. Yes. If you go to --

21 MR. FREDERICK CHENOWETH: Mr. Longo,
22 my only -- you can -- you can -- if this is an answer
23 to my question, that's great. But my only interest
24 was exploring whether or not you'd been at the in
25 camera portion of the December 5th meeting.

1 And do I take it you've answered 'no'
2 to that?

3 MR. LEO LONGO: I was for only this
4 aspect only, not the other aspects that were
5 considered in closed session.

6 MR. FREDERICK CHENOWETH: All right,
7 sir.

8 MR. LEO LONGO: I was not in
9 attendance for those.

10 MR. FREDERICK CHENOWETH: All right.
11 So, you were in part of the closed session meeting but
12 not all of it. Is that what you're asserting?

13 MR. LEO LONGO: That dealt solely with
14 this topic.

15 MR. FREDERICK CHENOWETH: Very good.
16 Thank you.

17 MR. LEO LONGO: And the note I was
18 looking for was, if you looked at Foundation Document
19 paragraph 438 and take a look at the minutes of
20 council that go 512,149, you'll see my portion of the
21 meeting.

22 MR. FREDERICK CHENOWETH: I notice,
23 sir -- and we're going to look for a moment at
24 document number ABR14.

25

1 (BRIEF PAUSE)

2

3 MR. FREDERICK CHENOWETH: I see that
4 that's an email from Ron Clark to you on January 16th,
5 2012, correct?

6 MR. LEO LONGO: Yes, sir.

7 MR. FREDERICK CHENOWETH: And that's
8 the same day that -- that you took the trouble to
9 read, in part, on the Sunday, and then on the Monday
10 morning concluded your reading of the shareholders
11 agreement and unanimous -- and the -- and the sale
12 purchase agreement, correct?

13 MR. LEO LONGO: Yes, sir.

14 MR. FREDERICK CHENOWETH: Thank you.
15 And it's -- it's interesting, and -- and help me with
16 this if you would, Mr. Clark starts off his -- his
17 email to you, "Two (2) more issues of which you should
18 be aware."

19 That suggests that there was an
20 opportunity at another time. I'm positing to you an
21 opportunity after you had read the documents on the
22 16th for you and Mr. Clark to discuss issues with
23 respect to those two (2) agreements?

24 MR. LEO LONGO: This --

25 MR. FREDERICK CHENOWETH: You -- did

1 you discuss, as is intimated here in this email, that
2 you and Mr. Clark had a conversation on the morning of
3 January 16th about the issue that arose in the share
4 purchase agreement and the shareholders agreement?

5 MR. LEO LONGO: I did not have a
6 discussion with him. This was simply sent to me the
7 morning of January 16 and just said, Here are two (2)
8 issues that -- that you should be aware of, but there
9 was no follow-up.

10 And I didn't have to pursue anything
11 because I didn't receive any further direction from my
12 client to investigate anything further with respect to
13 these.

14 MR. FREDERICK CHENOWETH: So, from
15 what I gathered from your evidence-in-chief and the
16 cross-examination to date, it doesn't appear that you
17 at any time sat down with Mr. Clark and -- and took
18 the trouble of learning the particulars of the
19 transaction in which you took some part and in which
20 you read the documents and were in a number of
21 conversations with members of the Town with respect to
22 those documents?

23 MR. LEO LONGO: Did --

24 MR. FREDERICK CHENOWETH: Did you ever
25 sit down with Mr. Clark, other than being at the

1 meeting of January 16th, and get him to take you
2 through what appropriate detail you felt was necessary
3 to understand those -- those documents?

4 MR. LEO LONGO: Okay. Between Sunday
5 January 15 and the end of January -- Monday January 16
6 is when I was exposed to the agreements, read the
7 agreements, sent the emails to the Town. And there
8 was no further instructions provided to me to pursue
9 anything further with those agreements, so there was
10 no occasion --

11 MR. FREDERICK CHENOWETH: Well, there
12 -- there appears to be the --

13 MR. LEO LONGO: -- there was no
14 occasion to chat further with him.

15 THE HONOURABLE FRANK MARROCCO: We --
16 we are going to -- go ahead. I'm sorry, please finish
17 your answer.

18 MR. LEO LONGO: Sorry. There -- there
19 was no further reason to discuss things with Mr. Clark
20 as I was receiving no instructions from my client to
21 pursue anything in those agreements any further.

22 MR. FREDERICK CHENOWETH: I might just
23 finish this -- this short line. And then we can --

24 THE HONOURABLE FRANK MARROCCO: All
25 right. But the witness has --

1 MR. FREDERICK CHENOWETH: Right.

2 THE HONOURABLE FRANK MARROCCO: The --
3 the witness has already said this. So, I'll let you
4 finish the line of questioning.

5 MR. FREDERICK CHENOWETH: Thank you.
6 Thank you very much.

7 THE HONOURABLE FRANK MARROCCO: And
8 then we'll leave.

9 MR. FREDERICK CHENOWETH: Thank you.

10

11 CONTINUED BY MR. FREDERICK CHENOWETH:

12 MR. FREDERICK CHENOWETH: So, I take
13 it then that after January 16th, after you had been
14 sent the documents, including the -- the final
15 documents and the memo of the junior explaining those
16 documents, and you got on calls, at least on March
17 1st, in any event, with these people, including Ms. --
18 Ms. Wingrove, you didn't take the trouble to go to Mr.
19 Clark and learn the details of the transaction?

20 MR. LEO LONGO: It was -- there was no
21 need to as I hadn't received any instructions to
22 pursue it any further.

23 MR. FREDERICK CHENOWETH: Very good.
24 Thank you.

25 THE HONOURABLE FRANK MARROCCO: So,

1 what are the possibilities of starting at 9:00
2 tomorrow? Is that horribly inconvenient for everyone
3 --

4 MR. LUISA RITACCA: Well, I --

5 THE HONOURABLE FRANK MARROCCO: -- Mr.
6 Longo, Council?

7 MR. LUISA RITACCA: -- I hadn't
8 anticipated that I would be coming back tomorrow, and
9 so -- which I'm happy to do. But I would -- I'm going
10 to have to go back to Toronto and back tomorrow
11 morning.

12 THE HONOURABLE FRANK MARROCCO: All
13 right. We'll start at -- we'll start at 10:00. But
14 we might sit later tomorrow to -- to try to make some
15 time up, but it -- it shouldn't affect -- it shouldn't
16 affect you, Mr. Longo, because, hopefully, you still
17 won't be here at six o'clock in the evening tomorrow.

18 MR. LEO LONGO: Thank you.

19

20 --- Upon adjourning at 3:51 p.m.

21 Certified Correct,

22

23 _____

24 Wendy Woodworth, Ms.

25

<u> </u> \$	10th 58:20	80:4	1979 5:25	50:2
\$15 152:12	203:18	116:9	1998 7:20	163:11,13
\$7.2	204:2,6,2	223:7	11:15	164:20
152:17	5 205:24	224:5	19A 58:22	169:8
<u> </u> 1	11	163 3:8	59:9,10	178:15
1 12:10	43:7,14,2	16th 46:16	60:18,22	180:20
14:6,20	2 50:6	54:1,3,11	63:15,23	186:23
18:8	62:14	,13 62:18	203:20	2006 11:21
21:24	81:6	63:1	204:25	143:13,18
23:24	86:20	81:17,21	205:3	164:4,21
27:22,23	114:4	82:11,15	19th 119:7	2007
32:4,7	154:25	98:3,11	120:4	12:5,8,13
50:5,23	11:05	99:21	1st 133:21	2010 9:23
59:24	58:11	102:17	217:3	11:22
78:21	11:18	141:5	225:17	15:3
89:19	58:12	152:22		30:12
90:17	11th 43:18	183:10	<u> </u> 2	34:19
94:18	45:14,17	186:6,21	2 7:5	42:8,13
96:17,19	47:15	187:22	36:18	164:4,22
110:12	48:11	191:4,10,	37:4	2011 17:22
112:1	64:24	17 208:8	53:4,6	19:4
120:21	66:4	209:25	60:7	24:25
125:9,13	182:13	210:10	66:12,13	31:16
127:20	183:1	211:4,15,	67:21	36:19,21
145:20	185:5	19 212:8	69:4	37:23
150:3	186:14,19	222:4,22	71:24	40:4
177:8	187:14	223:3	79:17	42:13,14
198:10	191:3	224:1	108:2	149:17
201:14	204:1	225:13	123:12,13	164:10
202:25	206:21	17 112:20	151:8,12	165:10
203:10	11th/12th	17391	160:13	169:3,10,
208:11	45:18	57:17	173:11	23 173:12
212:21	12 8:18	17th	185:3,23	177:15
213:24	138:2	102:16	203:9	182:15
214:1	14 76:7	105:23	214:6	2012
1:07	15 17:14	116:11	218:8	40:4,5
150:11	46:15	18 112:20	222:17,23	42:21
10 17:14	62:16	156:17	223:7	56:19
40:11	101:16	202:22	2:15 150:2	58:20
61:13	224:5	18th 114:5	2:21	64:24
10:00 5:1	150 3:7	116:12	150:12	66:6
226:13	15th 45:1	122:21	20 81:21	81:17
10:29 79:9	54:13	19 8:16	166:1	82:12
10:30	183:7,10	121:1,4	2000 14:12	114:5
174:7,16	211:15	173:14	15:3	122:15
100 103:4	212:8	195 4:3	120:4	124:25
	16 61:15	196 4:4	2003 7:18	125:18
				126:7
				129:2

130:2	3 10:1	48-hour	6th 124:24	61:13
133:21	21:14	54:16	125:18	98:8
135:3,4	45:12	492 102:7	126:6	156:3,4
136:15,17	58:23	104:11	135:3	9:00 226:1
138:13	59:24	493 105:2	137:23	9:30
143:19	60:7	494 109:9	<hr/> 7 <hr/>	174:7,15
144:7	61:2,9	495 113:2	7 15:8	90s 12:4
145:10	71:8	496 113:16	31:17	16:18
146:3,7,2	98:10	498 116:23	32:16	17:11
5 147:1	106:12	118:8	34:12	161:18,25
149:17	108:5	499 117:23	39:11,25	97 1:19
152:22	111:6	4th 139:11	51:8	9th 42:20
156:20	164:11,15	<hr/> 5 <hr/>	73:14	43:17
176:18	178:17	5 3:6	202:21	<hr/> A <hr/>
200:15	179:22	146:10,14	7.2 68:22	A&B 88:9
222:5	212:19	5:14	69:9	a.m 5:1
2014 9:24	3:00 73:9	112:20	151:16	58:11,12
34:19	75:17,19	50 39:7	152:2,10	ab 145:1
2015	3:18	57:10	749 138:22	ability
139:3,12,	112:20	176:24	139:1	83:23
21,23	113:21	501 118:5	750 139:11	220:6
142:13	114:5	119:4	752 142:2	able 26:24
143:8,10	3:51	502 120:12	754 142:16	46:18
144:10	226:20	512,149	757 143:3	48:3 90:5
145:25	30 17:16	221:20	760	99:3
147:1,3	166:2	516 138:9	7th 41:20	149:2
2019 1:23	31st	531801	143:7	173:10
21 22:3	135:2,4,9	101:4	176:18	182:8
2230	136:15,17	540 129:22	177:15	ABR14
133:16	137:25	5th 130:2	181:7,12,	221:24
226 3:17	138:13	219:21	19	Abundant
23rd	144:7	220:25	202:12,14	23:14
156:20	31th	<hr/> 6 <hr/>	<hr/> 8 <hr/>	academical
157:20	146:25	6 136:8	8 15:12	ly 36:6
24 112:21	<hr/> 4 <hr/>	6:17 96:10	68:21	acceptance
27th 1:23	4 3:3	6:47 99:7	69:8 82:4	144:5,6
29	101:19	615	151:15	accepted
213:3,24	114:17,22	136:8,14	152:2,9	147:4
29th	164:7	616 136:16	8:22	access
122:15,22	171:10	621 137:15	123:11	154:12
212:17	4:00 5:5	<hr/> 9 <hr/>	9 40:2,8	accomplish
213:21	40 123:14	9 40:2,8	59:17	212:21
217:5,7	42 143:13			accord
2nd 202:15	438 221:19			
<hr/> 3 <hr/>	47 194:1			

70:5	32:21,22,	actually	adequate	132:22
Accounting	24	16:17	196:4	136:1,23
56:13	33:2,6,8,	17:10	adhere	137:1,7,9
accurate	10,12,16,	86:12	34:1 36:8	138:18
18:12	18,24	95:17	168:19	148:13
142:25	35:1,22	124:12	171:12	158:1
187:15	36:9,22	130:13	adhering	165:5
achieve	38:6	135:1	143:22	180:14
34:2	136:4	137:15	adjourning	186:23
48:14,25	158:17,21	151:12	226:20	187:1
49:4,9	,22	158:9	adoption	189:1
117:19	159:8,25	204:1	143:17	190:5
acknowledg	160:9	ad 190:15	advance	192:9
e 29:1	161:6,23	add 33:21	66:13	advise
168:3	162:5	50:4	68:20,23	38:24
acknowledg	163:5	166:2	69:6	47:8
ed 181:17	167:8,19	added 9:19	151:23	89:10,13
acquaintan	168:3,4,1	106:10	156:25	106:22
ces	4,18	108:3	157:6,12	113:5
159:24	171:1,8,1	110:6	adverse	116:16
acquire	2 220:2,5	161:8	28:4	advised
77:1	acted 12:3	additional	advice	24:24
acquisitio	196:24	24:24	8:6,11	62:13
ns 6:22	201:1	137:7	9:2,13	65:1 75:7
across	acting	address	12:25	97:9
16:20	52:23	36:6 56:7	13:4,9,12	advising
100:13	53:4,12,1	93:5	17:1	77:17
act	6,22	100:24	20:4,11,1	88:16
14:7,16	88:23	125:4	2 24:21	186:8
15:16,21	139:20	addressed	26:6,24	advisors
16:5,9,16	140:17	37:4,6,16	27:7,8,10	84:8,15
17:2,12,1	163:12	70:23	,19,23,25	affect
6,19,23,2	196:9,14,	86:22	28:3,7,10	116:18
5	19	97:20	29:6 42:5	168:10
18:5,11,1	197:8,15,	98:14,18	43:24	226:15,16
3,17	20	115:9	44:13,16	affected
19:1,6,14	199:8,10	154:17	46:24	89:24
20:1,7	200:6	160:12,22	47:3	affix
21:11	214:3	168:21	57:6,10,1	105:17
22:1,15	action	170:3	2 71:2	afternoon
23:11,17	22:1	178:3	83:25	43:14
24:6,22	77:25	addresses	84:3,5	64:25
25:11,18,	actions	91:7,16	85:13,16	77:16
22 26:4	136:20	105:19	92:24,25	84:19
28:4	actual	193:5	93:1	114:9
29:18,21	23:8 64:4	addressing	97:10,15	119:14
30:10	152:13	9:8,13	112:10	120:1,15
	153:24	174:22	126:21	150:15
	158:24			

155:8,16	48:1,4	19,20	23:22	202:16,17
163:7	49:19	217:18,19	alluded	218:16
183:10	54:13,18	222:23	31:8	annual
211:14	58:2	224:6,7,9	Almas	179:6
against	61:21,25	,21	26:2,10	annually
39:17,23	62:7,15	ahead 5:9	103:7,16	143:19,20
159:19	70:15,20,	193:2	104:12	answer 8:9
agenda	24 71:3	224:16	108:20	14:9,25
34:15	72:6,7	aides	123:7,10,	18:2
161:2	75:25	24:21	24 124:23	24:11
170:3	76:3	Aird 5:20	129:3,13	56:16
173:11	79:10	11:25	215:22,23	90:3
175:21,23	82:18	13:19	216:4,6,1	124:9,10
ago 206:10	83:17	36:12	1 219:15	133:8
agreement	84:18,21	38:18	already	144:15
47:6,7	85:2,6	50:24	50:20	148:23
48:12	86:23	55:25	57:4	152:14
61:18	91:18	76:14	59:14	169:15
68:15	92:20	93:18	65:1 92:1	180:2
85:5	94:21	94:2	96:10	194:16,19
88:13	95:5,9,11	199:8	115:2	,21
95:1	,20	212:19	225:3	195:21
97:18	101:21	ALE 132:19	am 6:5	198:25
105:8,9,1	105:11,17	133:1,16	7:10 35:6	199:19
8	,20,23	ALE2075	93:17	203:3
106:7,13	106:1,4,8	122:8	117:7	206:15
110:8	,20 107:7	ALE2084	150:17,25	208:20
123:13	110:18,19	128:8	153:9	220:22
127:10,11	,21	Alectra	161:7	224:17
137:11,22	111:12	2:7	163:6	answered
138:1,13	123:9	alerting	179:19	221:1
144:6,12,	125:3	63:16	amended	answering
24	126:8,19	Alex	32:22	96:13
145:1,20	128:25	163:17	166:1	answers
183:2	129:8,14	aligned	amendments	42:4
192:7	134:3	92:9	134:4,5	49:16,17
203:24	138:2	allegation	AMO 24:16	134:19
212:14	143:9	89:8	amongst	136:22
218:7,8,1	144:2	allege	36:9	138:17
7	145:9,14	202:5	amount	185:8
222:11,12	146:5	allegiance	39:21	198:8
223:4	150:21	149:9	131:15	anticipate
agreements	184:1	Alliston	172:11	49:16
40:16	185:16,25	121:1	analysing	67:5
43:23	186:1,4,1	allowed	193:8	anticipate
44:5,8,25	0 188:13		and/or	d 41:14
46:15,24	204:7		106:16	131:18
47:4,15,1	211:10			226:8
7,19	212:13			
	213:18			
	214:6,10,			

anxious 166:8	190:18,22 191:2,12, 15 192:19	224:12	64:18 72:23	aspects 83:22 84:25 85:22 86:1 97:17,18 126:16 167:21 188:25 189:13,15 190:21 192:6 221:4
anybody 79:15 213:14	202:15 203:3,7 207:7,12 209:11 213:17 214:21 215:19 223:10,12 224:9,21	applied 145:18	ARB1739 55:11	
anyone 36:12,14, 16 46:11 48:17,22 53:20 54:25 70:7 78:5,9 79:18,19 84:11 100:6 109:14,22 112:14 116:7,17 121:3 126:20 134:14 137:9 149:16,21 151:17 196:14 217:7	anyway 65:12 apart 19:6 apologize 128:16 apparent 142:7 148:17 203:11 apparently 12:3 appear 74:1 89:19 144:17 145:7 187:12 203:17 223:16 APPEARANCE S 2:1 appeared 131:5 161:19 184:8 199:8,9 appears 70:3 87:18 133:23 143:24 144:3 153:20 202:11 219:1	applies 22:13 168:19 appointed 16:19 148:5 217:24 appreciate 10:12 12:19 26:8 32:6 38:19 90:13 119:8 130:21 146:16 approach 119:25 approached 149:18 181:25 appropriat e 74:4 110:17 111:20 198:18 224:2 approval 136:19 approved 135:6 approving 107:19 April 53:4 143:7 ARB 76:7 ARB0000074 .0001 4:3 ARB108 134:23 ARB129 63:12	113:25 154:25 ARB6 58:15 ARB74 65:5 ARB74.1 65:18 151:4 182:20 area 6:25 149:12 166:10 187:3 areas 6:11 7:3 9:6 19:15 aren't 22:15 arise 27:13 167:7 arising 150:19 arm's- length 147:19 arose 9:10 11:19 223:3 arrangemen t 61:18 array 170:13 arrived 77:25 as-needed 7:24 aspect 166:20 221:4	as- required 180:7 assent 17:13 asserting 221:12 assertion 210:23 assess 20:23 90:6 asset 104:7 108:11 179:9,10 assets 70:21 assign 220:6 assist 24:22 62:11 186:9 191:4 assistance 38:25 104:23 135:25 assisted 38:18 assisting 99:14

associate	74:2	74:12	21:14,23	39:6 51:5
1:7 2:4	99:23	119:13	29:14	53:3
173:7	121:9	213:9	30:23	72:18,21
177:7,17	143:21	215:6	76:20	becomes
associated	152:23	award 6:6	78:14,18	15:23
171:19	211:13	aware	79:3,7	53:4
associates	213:16	12:12,21	178:8	bee 161:9
50:24	attending	18:8,22	185:10	begin 7:16
Associatio	121:20	19:24	201:8	beginning
n 24:17	147:14	32:15	<hr/>	14:3
Associatio	213:12	35:6,8	B	136:14
n's 6:4,5	attention	39:6	background	behalf 8:1
assume 7:2	9:20	42:8,17	39:16	45:22
assumed	91:23	49:18,22	47:7	79:12
54:22	144:11,19	51:5,11	104:18	134:20
95:13	145:3	55:3,8	bailiwick	139:20
123:15	179:5	62:1,13	178:24	140:12
135:17	209:24	70:9	Bain 2:8	141:25
assuming	AUDIBLE	72:11,15,	156:3	163:6
54:24	72:1	18,21	bar 5:25	196:24
147:11	auditors	76:14	6:3,5	199:11
195:9	84:8	77:12,18,	bargained	217:15
197:12,18	Authori	20 78:1	76:20	behaviour
214:13	117:12	79:14	78:14,18	21:21
attached	authorizat	106:22	79:3,7	belief
114:22	ion	109:14	base 99:4	208:9
127:9,11	102:12,18	113:12	202:25	believe
attachment	,20	127:3,7	based 90:2	11:14,20
s 123:6	105:16	134:7	153:20	12:5,11
127:13	115:17	135:11	161:19	14:11
attend 8:5	118:17	137:12	bases	22:23
11:2	220:1	141:1	117:4	37:7
74:12	authorize	145:10,12	Basically	54:14
80:7	117:4	149:14,20	5:25	62:2
100:8	authorized	,23	basis 7:24	64:25
121:6,14,	105:7	166:22	8:9 53:15	70:12
25	106:5,9	167:2,4,1	91:3	75:23
220:1,9,1	authorizin	1 168:7,18,	121:13,18	79:21
5	g 107:7	25 169:17	163:17	81:22
attendance	110:2	176:22	180:8	82:12
100:14	117:5,12	181:24	199:9	87:3
176:12	automatica	185:14	became	91:11
220:13	lly	196:9	57:1	92:8
221:9	190:15	217:23	72:15	96:20
attended	available	218:5,9,1	143:9	97:22
61:15	20:16	2 222:18	176:22	98:23
	24:20	223:8	become	99:11
		away		117:21

121:4,25	Besse	 blessing	100:13	73:15
125:21	163:17,18	76:3	154:13	76:9
140:4	180:12	blue	breached	81:3,8,13
145:22	best 23:6	131:12	159:2	82:1,6
148:2	27:14	board	break 58:9	86:10
151:11	32:13	82:20	146:12	98:9
155:25	66:9	85:10	150:8	102:9
156:1	90:19,20	90:25	breaker	114:1
158:3,6	91:12	147:5	76:22	122:10
160:1	93:23	148:24	Breedon	123:2
168:13	104:19	163:20	2:19 3:7	128:10
171:18	158:17	217:25	150:14,15	129:25
176:11	160:1,9	boardroom	,16,23,25	133:18
182:20	216:19	59:11	151:3,18,	134:25
183:12,25	220:12	63:15	22	136:11
190:1	better	203:20	152:1,8,1	137:18
207:4	8:22	204:25	5,21	138:6,24
220:11,17	68:11	205:25	153:1,5,7	140:25
believed	69:11	boards	,12,15,19	143:5
97:8	99:4	148:4	154:8,16,	172:21
184:5	112:16	Bonwick	21,24	173:21
194:11	162:11	2:10	155:12,17	175:4,12
195:9	208:20	,25	,25	181:22
believes	beyond	119:9,11	156:4,12,	182:22
119:24	47:18	120:13	13,18,23	188:3,9
Belinda	49:12	book	157:2,5,1	203:14
2:8 156:3	54:11	140:10,11	0,15,21,2	206:17
belongs	83:22	,16	4	207:22
15:20	85:17	141:16	158:4,7,1	216:24
benefit	172:4	173:19	2,16,20	217:12
41:2	191:12,15	books	159:1,6,1	218:25
50:13	,16	17:14	3,22	222:1
128:25	bill	bottom	160:3,6,1	briefed
149:13	41:3,9,15	16:11	5,23,25	91:4
Berlis	billings	31:17	161:3,12,	177:18
5:20 12:1	57:19	64:23	15,24	briefing
13:19	bit 15:14	82:9	162:3,25	130:25
36:12	24:3 25:8	104:10	brief 5:23	131:5,6
38:18	28:9	122:13	13:16	bring
50:24	39:21	187:25	15:10	91:22
56:1	61:24	188:7	26:18	119:17
76:14	86:13	195:13	30:18	162:8
93:19	87:20	219:4	31:19	bringing
94:2	133:22	bound	55:13	97:5
199:8	164:19,23	142:12	58:17	144:18
212:19	215:24	brackets	61:6	162:12
beside	blank	69:5	64:20	broad 22:7
219:16	104:22	Braniff	65:7,20	broader
			72:25	85:22

162:15	bylaw	39:17,19	163:16	194:7
170:13	110:3	40:10,12	cases	certainty
brought	113:13	41:12	23:20	38:1 48:9
144:11	114:13,18	42:21	cause 69:7	95:22
145:3	,21	44:22	causes	103:4
194:23	115:17	53:4,9	7:12	Certificat
219:24	116:7,19,	54:6,15	central	e 3:17
Brown 71:8	25 117:8	58:24	77:5	certified
139:3	118:11,17	59:13	CEO 119:21	6:7
140:1,8,1	121:5	63:18,25	cer 59:16	226:21
3 142:17	143:13,17	87:5,9,15	certain	cetera
143:10	,24	100:11	15:21,22	133:5
144:11	144:1,3,1	103:5	23:23	186:19
147:2	6,17,21	112:11	25:18	chain 47:1
148:1	145:10,18	115:10	41:7,12	81:18,19
Brown's	146:1,2,5	119:15	45:8	82:9,13
142:11	by-law	120:16	48:21	86:1 90:2
budget	102:12,18	124:17	49:23	93:14
179:6,7	,20	139:3	59:13	96:17
buildings	103:25	140:1,8,1	61:18	97:25
70:15	104:24	3 144:11	63:3,4	123:1
bullet	105:3,14,	174:8,14	64:1	126:15
22:5,9	16 107:23	205:5	68:25	130:23
23:13	108:9,10,	209:2,18	69:2,3,4	155:2
26:22	19,21	220:10	70:20,21	chair
27:6	109:12,15	CAO's 43:4	73:8 77:4	6:3,4
business	110:1,2	capabiliti	85:11	chaes
28:20	155:2,20	es 47:18	96:3	122:23
77:3	by-laws	85:17	97:17	challenge
103:24	103:19,23	caps 16:12	98:21	162:8
116:11,12	104:1,6,1	Carrier	106:14,21	challengin
209:2	7 107:25	164:4	126:18	g 110:18
busy	<hr/> C <hr/>	carry	131:1,15	chamber
177:25	Cable	70:15,16	134:5	5:4
buy 217:17	199:23	case	136:20	Chambers
buy-in	calculatio	23:15,17	144:12,25	1:18
115:11	n 101:21	24:2,4,7	155:14	change
buying	camera	109:3	159:17	106:9
149:6	98:4	146:14	175:11	107:18
buy-out	220:25	149:1	185:11	111:14,19
136:18	Canadian	151:15,24	208:16	180:13
buy-sell	6:3	167:5	certainly	196:7
85:7	CAO	171:16,20	9:16,18	changed
buy-sells	10:6,16	,22,23,25	38:24	111:14,25
137:2	14:4,18,2	196:16	53:25	changes
	5	204:16	108:2	110:5
	34:17,21	case-by-	177:6	
		case	186:13	

113:6,9	175:1,14,	16,22	171:22	64:8
161:4	20,25	204:4,8,1	193:24	73:7,11
162:4	176:9,15,	2,15,24	199:1	74:1,2
changing	20	205:7,13,	chose	76:12
110:13	177:5,11,	18,22	140:5	77:11
characteri	14,22	206:6,9,1	169:21,24	78:10,17
zation	178:6,14,	4,19	chunk 85:4	95:18
129:10	23	207:2,20,	circulated	100:18
charge	179:2,13,	24	12:15	117:24
39:22	18	208:6,10,	156:24	122:17
charged	180:1,16,	21	circulates	123:1,12,
39:16	19,22	209:7,16,	117:24	19
chat	181:4	22	circumstan	139:4,12,
224:14	182:3,10,	210:2,7,1	ce 145:19	14,19
chatting	15,18,24	3	circumstan	141:23
152:12	183:5,9,1	211:2,12,	ces 15:21	142:6,14
check 52:1	2,18	17,21	cite	152:23
56:4	184:6,13,	212:1,4,1	114:14	154:4
80:13	18	5	CJI6303	177:8,17
checked	185:1,9,2	213:1,4,7	79:23	195:12
95:3	1 186:2,7	,10,19,25	81:1 82:4	196:9,19
Chenoweth	187:4,19	214:8,13,	187:23	197:14
2:16 3:8	188:5,11,	25	CJI9072	198:16
133:2,11	15,18,23	215:5,8,1	173:15	199:1,12,
163:3,4,5	189:4,8,1	4,20	CJI9080	13,23
,8,14,25	0,16,22	216:5,14,	13:14	200:4
164:6,13,	190:2,16	17,22	clarificat	206:7
18,25	191:7,14,	217:1,9,1	ion	210:9,24
165:3,8,1	21	4,22	150:18	211:23
2,18	192:17,21	218:3,11,	218:22	212:9
166:4,7,2	,24	20	219:12	214:2,3,2
1	193:2,9,1	219:1,8,1	clarify	3
167:1,10	2	1	99:20	218:8,21
168:5,15,	194:6,12,	220:18,21	199:2	222:4,16,
22	18	221:6,10,	219:20	22
169:2,6,1	195:3,8,1	15,22	clarity	223:2,17,
4,20	7,20,24	222:3,7,1	24:11	25 224:19
170:5,15,	196:2,8,1	4,25	Clark	225:19
20	2,18,22	223:14,24	40:12	Clark's
171:3,14,	197:1,3,6	224:11,22	51:3	52:8,22
21	,11,21,25	225:1,5,9	52:17	56:25
172:2,6,1	198:4,20,	,11,12,23	53:7,11,1	78:15
2,16,19,2	24	Chief 1:7	54:20	142:4
3	199:6,17,	child 16:3	55:4	211:18
173:5,16,	25	children	56:20	clause
23,24	200:3,9,1	17:6		76:15
174:3,12,	6,25	161:13		78:10
16,17,20	201:6,16,	choose		105:19
	23	20:9		106:11
	202:3,4,8	92:24		108:2,3
	203:2,12,			

111:7,8,1	105:7,16	23 223:12	137:25	78:18,24
1 112:1	112:11	224:20	140:9,11,	79:3,13
115:6,12,	115:10	clients	15 141:16	80:1,10
19 117:20	119:15	6:2 9:19	147:13	89:17
118:22	123:3	11:25	CMF	93:21
136:19	124:17	14:3	55:18,19,	105:10
clauses	125:24	92:23	21	121:6
104:18	144:5	148:21	code	134:1
108:17	219:15	178:2	30:8,13	139:17,21
110:6	220:1,2,5	214:15	31:15	150:17
114:15	,9	client's	32:2,8	163:10
clean 83:5	clerks	178:24	34:12,16,	164:10,16
clear	24:17	close	22 36:13	168:24
19:25	25:24	77:17	38:19	169:8,9
24:6	clerk's	107:11	147:10	176:22
57:25	25:4	116:10,11	167:11,16	178:10
60:21	client	,12	168:8,13,	190:14
74:17	7:19 8:13	135:18	23	200:7
90:9	9:18,21	146:11	169:9,12,	201:2,10,
94:20	12:13,17	147:14	21	20
95:5	43:24	160:19	170:2,7,1	Collingwoo
119:20	44:9	194:4	7,19,23	d's
152:16	51:12	closed	171:4,5	128:25
172:24	55:22	54:15	174:7,8,1	Collus
173:7	56:6,9,24	61:15	9	2:21
183:19	66:22	80:9	codes	11:7,10,2
184:14	67:2,5,8,	98:25	167:16	4
186:8,13	19,21	100:12	168:2,20	12:6,8,13
201:18	87:12	105:25	coffee	,17
203:19	94:14,15	152:23	142:9	13:1,5,10
212:16	104:25	154:2,6,1	cold 73:23	,12 39:7
clearly	123:15,17	0,12,15,1	colleagues	40:14,16
84:21	136:5	8,20	8:14	42:5
149:1	166:16	159:11	21:25	44:14,16
cler 63:25	169:24	175:9	27:24	45:10
clerk	177:21	219:24	93:23	47:10
10:5,17	178:21	220:1,4	Collingwoo	49:19,23
14:4,18,2	180:14,17	221:5,11	d	51:17,18
5 20:15	,23,24	close-	1:2,17,20	52:1,24
25:3,15,2	181:10,16	session	2:18	53:9,12,1
1	196:15,23	37:12	7:17,19,2	6,18,22
34:17,21	197:14,22	closing	2 12:4	54:21
35:18	198:3,12,	53:5	35:19	56:22
37:17	15,22	106:15	39:17	57:3,11
39:19	200:11,12	111:2	40:10	58:25
40:17	202:5	112:6	50:1	67:1,2,6,
54:6	211:11	133:24	76:16,20,	8 68:21
87:15	212:12	135:5,21	24 77:15	69:14,16
103:5	213:6	136:15,17		70:25
	214:4,10,			72:12,16

76:25	83:20,23	community	7:12	147:11
83:4	84:22,25	23:25	92:21	conference
88:8,17,1	85:2	28:20,22	97:7,8	64:25
9,23	112:22	29:11	98:23	74:3
89:3,4,18	126:16	companies	107:15	114:9
90:17	149:13	6:18	115:14	155:7,13,
92:2,6	168:9	11:8,25	141:2	15
93:22,25	185:16	13:1,5,10	197:4,7	156:8,10,
96:19,21	186:21	47:11	198:5	14
100:1,9,1	188:24	company	concerned	confident
7 127:2	190:25	47:10	29:2	26:9
142:1	207:3	69:15	63:21	confidenti
145:17,20	218:15	89:24	98:13	al
152:9,17	219:16	93:25	115:21	36:23,24
177:2	commented	101:20	144:8	37:12
182:7	132:5	178:12	192:25	79:18
189:20,25	commenting	compartmen	193:13	175:8,11
190:7,15	109:22	talized	197:16	confidenti
194:9	comments	148:23	200:5	ality
196:21,24	109:1,19	compens	concerning	147:18
197:8,20	127:25	85:10	40:13	166:12,18
198:16	170:7	competing	concerns	173:1
199:10	171:6	147:24	61:10	174:10,25
200:6	192:10	148:7	92:2,5	175:7,10,
201:2	193:6,21	competitio	125:5	17
202:16	194:2	n 85:9	154:17	confirm
214:3,4	217:16	complete	155:20	216:12
217:25	commission	146:12	167:14	confirmed
219:24	12:4	completely	concise	179:15
comes 25:5	202:1,24	120:17,18	104:19	conflict
29:11	215:23	complex	concluded	14:6,16
90:11	218:13	53:3	194:24	15:15,20
comfortabl	commission	complexiti	195:1,4,5	16:8,16,2
e 8:25	er 38:24	es 89:16	,6,10	1
62:8	commission	compliance	222:10	18:15,16,
211:5	ers	134:5	conclusion	20
216:11	162:15,19	components	22:4	19:5,6,14
coming	committee	126:22	176:2	20:1,5,6,
73:19	16:18,24	compositio	190:13	10,11,17,
181:23	17:4	n 85:10	condition	23
213:12	161:19	compressed	107:16	21:5,8,10
226:8	common	112:19	conditions	,11
commenceme	19:9	computer	106:13	22:6,23
nt 56:2	communicat	154:12	113:19	23:8
commencing	ing 64:8	concern	114:23	24:19
5:1	communicat		conduct	25:8,14,1
154:15	ion 155:2		30:8,13	7,19 26:4
comment			38:19	28:1
71:16				

29:8,9,16 ,20,21 30:5,10,1 2 31:7 32:22 33:6,7,15 ,18,24 35:1 36:9,21 38:6 52:1 56:4,5 90:5 93:6 148:17 149:15 158:22 159:7 161:6 166:19 167:7,17, 19 168:14,18 170:1,9 171:1,8,1 2,13 172:15 173:4	consequenc es 159:3 consider 83:18 171:4 considerat ion 22:18 144:4 148:7 171:20 210:19 considerat ions 19:16 46:20 112:15 143:25 considered 67:10,14, 22 76:22 145:14 148:21 193:16,19 221:5 considerin g 145:25 176:23 178:22 202:19 consistent 91:3 constitute d 20:1 constraint s 160:20 consultant s 84:9 consultati on 16:18,24 17:4 161:19 consulted 38:23 113:11 157:5	consulting 113:13 contact 20:17 contacted 98:6,14 212:9 contain 188:16 contained 19:2 contaminat ion 83:3 conte 148:14 contemplat ed 85:7 contemplat es 75:12 contemplat ing 84:4 content 34:21 105:11 108:4 110:9,10, 20 111:13 112:9 158:1 216:9 contents 3:1 35:7 37:25 63:9 context 105:21 146:1 147:25 continue 90:1 91:5 134:2 continued 7:8 14:23 31:13 39:4	40:23 42:19 64:17 65:22 80:24 99:18 119:2 133:14 141:21 146:21 156:12 173:23 194:3 225:11 contract 125:22 contradict ory 23:15 convenienc e 124:1 conversati on 19:23 26:15 43:18 63:2 72:10 93:10 97:24 120:2,7,8 ,10 123:19 129:5 142:3 176:17,21 181:7 185:6,25 186:12 187:14,17 206:20,24 215:9,25 216:18,21 223:2 conversati ons 34:20 52:17 54:4 71:6 74:5 78:9 81:24 95:18	116:6 125:19 131:11 223:21 convey 44:22 conveyed 58:5,6 62:18,19 conveying 40:18 75:6 convinced 159:21 Cooper 2:12 55:5,7 64:24 72:10,12 73:3 75:19 81:20 82:14 88:6 90:4 94:8 119:10 123:6,24 149:16 187:21 copied 96:6 194:8 copy 35:18 87:5 96:4 123:7 157:11 158:13 Cor 205:24 corner 100:14 Corp 105:10 corporate 8:6 10:4,16 47:9 85:16
--	---	--	--	--

89:22	222:5,12	19:18	221:20	177:7
109:11	226:21	20:8,11,1	226:6	197:13
136:20	correctly	2 21:1	councillor	202:10
185:19	14:14	22:20	20:12,23	206:24
186:17,25	correspond	23:2	21:9,16	210:16
189:7,9	ence	24:24	22:14	215:22
190:10	187:21	25:7,9,12	24:11	court
211:8	190:23	,21	25:16	129:20
corporatio	191:3,18	26:3,6,25	149:8	162:8,22
n 2:8,22	Corrine	27:13,19,	162:9	200:13
147:6,7,2	39:10,14	25	167:22,23	courts
0	40:1,12	28:10,19	168:10,17	149:2,10
correct	41:20	29:5,6	171:11	covered
5:20 8:23	43:5,10	30:4,9,12	184:9	14:19
41:9,17	50:21,22	32:17	councillor	22:15,22
42:6	51:7,14	34:1,19	s 20:2	37:8,19
56:18	52:4	35:4,9,14	71:12	117:3
57:8 65:2	58:20	,20,24	158:8,17,	166:10
98:7	59:21	36:1,3,14	23	174:8,9,1
104:13	60:19,23	,23 51:10	159:8,16	4 186:5
136:24	61:1	71:21	160:8	CPS6970
138:20	73:15	80:7,20	165:10	138:3
150:21,25	88:9,16,2	87:12	167:13	create
151:2,25	3 92:2	91:1,3,11	169:10	41:8
152:19	95:14	96:11	186:9,15	created
153:9,11	111:8	99:8,24	councils	105:4
157:4,21	118:15	100:20,24	24:20	credit
158:25	124:18	106:17,22	38:10	57:23
161:7,11	126:24	107:6,12	165:15	criminal
177:24	176:17	110:2	Council's	7:6
178:25	177:7,17	111:1,17	37:18	crossed
182:14,16	181:7,19	112:5	counsel	107:10
183:3,11	182:5	113:18	2:3,5,10,	cross-
184:16,17	195:12	118:22	14 24:13	examinati
185:17,18	202:22	145:2	26:23	on 3:7,8
188:13	203:18	147:10,15	38:25	133:9
189:10	204:13	,17	90:14	150:14
190:8	Corrine's	148:3,5,2	150:4,17	163:3
196:25	43:11	3	163:19	205:19
197:2	51:5	149:3,4,1	counted	223:16
200:18	council	6 154:1	165:4	Cunningham
201:5,20	1:18 5:4	156:20,24	couple	171:23
204:14	8:5 9:24	157:19	129:1	172:15
205:10,12	10:8 11:2	159:18	150:18	Cunningham
206:25	14:2,5,10	161:21	course	's 19:8
209:20	,20	165:4	10:16	curious
211:16,24	15:3,24	169:23	164:14	
212:24	16:6,21	175:12	166:8	
217:21	18:7,9,24	181:23		
		211:1		
		220:4,20		

39:2	154:3	67:3	6	deputy
current	156:2,15	80:10	declare	43:15
17:2	173:11	87:17	21:13	44:24
165:21	176:13,14	103:25	28:24	46:2,17
175:8	186:6	116:13	29:1,6,7,	47:24
CUS 101:20	189:17	121:1	8,9,13,19	62:19
	191:24	133:5	declared	70:3
<hr/>	213:9	145:20	130:6	72:10
<hr/> D <hr/>	214:11	177:2	162:10	75:5
daily	217:4	181:23	declaring	81:20
51:25	222:8	182:4	28:16	83:9
date	days 61:14	202:17	29:3,22	85:19
146:24	100:12	deals	30:2,22	86:20
223:16	160:13	175:11	31:6	87:6
dated	day-to-day	dealt	deemed	90:11
58:20	163:23	12:11	15:14,17,	92:7,15
82:11	164:1	14:1	18,19,24	97:21
122:15	deal 8:20	70:21,23	17:1,7,17	100:7
133:21	22:21	125:25	22:12,13	115:10
David	40:14,16	148:17	158:24	119:23
88:11	46:19,20	210:18	161:9	120:16
day 12:16	50:1,7,8	219:24	166:11	153:22
34:14	60:3,13	221:13	deeming	154:18
36:19	70:1	debate	16:9	182:12
37:4	75:24	140:16	deems 16:5	185:14
38:12	76:22	dec 220:8	deep	186:15
40:9,10,1	80:12	decade	162:22	193:25
9 46:16	83:21	162:14	deeper	194:2
50:19	85:1	December	19:16	199:4,15
54:14	87:11,13	219:21	definition	206:21
59:17	89:16	220:25	s 23:11	207:19
61:12	97:17	decided	59:25	describe
65:2	98:19	57:4	degree	104:19
73:19	107:18,19	220:9	201:17	described
77:15,16,	,20 112:5	decision	deleted	58:3
24	132:4	69:24	111:25	121:20
80:4,9,16	135:17	159:4	demeaning	124:25
84:18	143:18	162:9	28:15	129:5
87:4	149:6	decisions	Dennis	134:2
97:16	172:11	57:2	109:10	139:2
98:11	187:9	85:11	department	163:10
102:16	188:25	158:23	39:20	164:9
116:9,24	189:15	220:3	56:13	202:23
119:6,7	190:20,21	deck 13:19	deputized	215:10,24
120:13	192:15	declaratio	220:14	describes
121:7	201:19	n 29:20		109:9
124:5,13	dealing	35:3,10,1		136:14,16
125:22	8:3			137:21
130:3	53:7,8			descriptio
	61:25			

n 4:2	difference	director	141:24	69:18
35:23	23:7	10:3 11:1	148:8	71:19
designated	29:16	45:8	151:16	81:19
141:25	31:6	72:12,15	152:3	101:10
desirable	89:8,9,13	87:15	155:10,19	112:14
161:22	difference	147:21	,21 175:9	118:15
desired	s 202:7	directors	176:2	134:14
34:3	different	85:10	184:22	135:8
desk 96:13	7:3 23:3	147:5	185:5	142:6,14
detail	34:8	210:20	220:10,13	148:11
62:4	89:6,23	disagree	discussing	203:17,20
167:21	91:17	168:12	26:10	dispel
182:5	142:10	disagreeme	75:14	209:10
215:11	145:21	nt 142:7	81:18	displayed
224:2	166:20	disclose	82:14	157:17
detailed	202:6	167:13,23	113:1,17	disqualify
18:20	218:14	disclosing	129:4	ing 23:23
84:22	difficult	184:23	132:11,12	disrespect
100:19	115:5,15,	Disclosure	143:8	110:17
details	22 129:21	17:12	171:7	distinct
50:15,16	147:16	discomfort	195:2	147:8
56:24	148:20	209:11	discussion	148:25
145:5	difficulty	discuss	19:8	distractio
177:3,18	64:8	14:18	37:13	n 140:14
211:1	201:25	18:14	38:10	distribute
212:10	direct	22:19	50:18	d 35:19
218:17	15:22	23:6 73:9	58:22	distributi
225:19	22:12	74:21	59:9	on 6:18
determinat	185:7	78:5	60:18,20,	69:15
ion 20:19	directed	122:16	22	104:10,15
determine	114:13	123:25	63:15,16,	178:12
49:3,8	187:5	150:5	23 74:8	218:1
82:22	191:25	160:8	75:5,12,1	distributo
determined	direction	171:15	6 86:19	rs 129:9
56:4	52:10	204:21	97:14	diverged
develop	91:6	222:22	98:9	202:19
164:15	119:20	223:1	101:18	divergence
developmen	200:21	224:19	117:2	203:9
t 6:1,9	220:16	discussed	120:19	dividend
di 63:15	223:11	26:2 27:1	123:22	101:22
dias 11:3	directions	34:17	124:2	130:12
die 112:3	10:20	68:1	194:3,5	131:14
diff	directly	69:12	195:7	132:12
148:19	21:5,15,1	71:6	205:2,16,	dividends
	8 64:8	114:12	17 206:13	130:6
	86:24	117:22	220:16	
	87:12	120:21	223:6	
		124:25	discussion	
			s 61:1	
			63:4,9	

docket	125:18,20	draft	dri 140:13	70:25
39:13	126:21	33:20	driving	72:5
41:8	127:12,25	38:20	90:21	75:23
125:23	128:4,15	40:16	98:22	87:1
docketing	130:3	43:23	140:13	91:16
41:4	135:4	44:5,8	dubbed	94:7
dockets	136:17	82:18	78:10	126:15
121:11,15	141:16	95:1,2	dubious	132:21
,22	167:5	102:17,23	159:15	133:6
document	183:15	103:8,14,	dubs 76:19	134:19
31:23	184:15,16	18,21	during 7:9	137:22
49:13	191:5	104:2	9:23	138:17
55:16	202:17	105:3,4,1	19:11	151:8,11
57:14,17	206:25	3,24	45:10	153:17
58:15	209:10	107:23	48:10,20	155:3
59:7	211:13	108:19,21	52:5 69:3	165:14
63:14	212:6,8,1	,24	98:11	169:5
65:23	8,20,21,2	109:12,15	150:8	182:25
102:7	3	,19	151:19	184:3
114:6	213:3,13,	112:22	153:3,22,	189:13
116:6,16,	20 215:11	113:4,5,1	24	203:5
23	216:12	3	154:9,10	215:22
128:22,24	217:4	114:10,21	169:25	219:23
129:23	218:14	115:17	172:17	earliest
136:9	222:21	116:7,10	182:25	21:13
137:16	223:20,22	117:23	184:4	early 5:8
138:22	224:3	155:2,9,1	185:5,12	16:18
140:10,11	225:14,15	8 157:11	203:4	17:11
,15	,16	183:2,15	206:23	48:11
141:16	done 11:12	188:13	219:23	161:18
143:3	56:3	206:25	duties	easier
173:15	62:23	drafted	36:7	65:12
187:11,20	103:10	95:9,11	147:8,24	Ed 10:20
,22 188:1	104:4	103:22	148:3,8	43:15
190:18,25	106:14	104:5,6,2	158:8	44:24
218:23	112:21,22	1 108:2	duty	45:3,9
219:3,6,9	126:13,24	117:20	147:7,9,1	53:3
221:18,24	165:14	drafting	9 148:24	54:22
documentat	177:19,23	94:20	158:16	70:4
ion	196:14	95:5,15	159:9,10	72:11
130:10	217:20	99:14	earlier	74:16
132:2	219:25	102:13,20	24:11	75:7
documents	door 93:9	104:23	49:16	95:24
41:19	dotted	107:25	56:16	96:3
84:11	107:10	108:9	59:15	100:19
88:10	doubt	116:25		104:15
122:18	27:13	drafts		117:2
123:2,16,	200:10,12	82:18		119:10,12
20 124:3	216:4	103:19		,15
				120:16

124:17	elected	88:7 89:2	84:20	enquiries
125:3	20:8 36:1	90:2	90:7 92:8	39:20
130:19,24	87:12	91:16	96:13,25	78:14
131:5	159:16	93:14	97:16	79:7
141:25	elector	95:24	98:7 99:7	132:16
210:25	162:7,17	96:3,17	116:13,21	enquiry
edificatio	electrical	97:25	132:7,22	40:21
n	218:1	100:5	139:25	ensure
208:13,17	electricit	104:11	140:17	12:15
edited	y 129:9	113:21	141:5	188:22
113:4	elements	114:4,6,2	142:5	193:15
educationa	129:7	4	153:21	entailed
l 24:21	eleven	116:4,24	154:14,17	98:20
165:14,23	156:2	119:8	186:5	enter 77:2
Edwin 2:16	elicit	120:3,12	191:9,19,	entered
effect	7:11	122:13,15	24 193:5	144:2
138:18	else 15:20	123:1,6,2	202:5	entering
effective	36:12	2,24	218:15	126:8
104:20	39:22	126:15	224:7	entertainm
effectivel	43:19,20	127:9	embarrasse	ent
y 16:6	46:11	128:13	d 28:25	167:25
effects	51:1 70:8	130:5,22,	emphasize	entire
134:15	92:16	24	16:13	90:22
efficient	94:8	131:2,8	emphatic	219:3
65:16	152:6	139:18	17:19	entirely
effort	email	140:3	employees	133:3
34:2	40:12	142:16,22	49:23	196:3
115:3	43:10	143:8	70:16,21	entities
117:3	46:17	144:19	employment	49:19
either	47:1	146:24	12:18	52:24
15:22	58:19	147:2	en 84:15	91:19
17:6	59:2,5	148:1	enact	entitled
37:16	60:18,25	154:6	17:10	29:21
103:4,12	64:23	155:3	enclosing	entity
112:11	73:2,3,10	156:9	155:18	69:13
119:18	,11	187:20	engage	96:19,20,
151:19	74:4,10	188:7,12	38:10	21,22
158:1	75:11	192:2,3	84:9	entry
191:3	76:11	193:14	engaged	125:23
199:1	77:7	194:3,4	84:16	219:17
elaborate	78:15	205:6	159:8	enumerated
62:4	81:17,19	222:4,17	engagement	170:12
elaboratio	82:11,13	223:1	11:13	environmen
n 18:20	83:9	emailing	56:21	tal 83:2
19:1	84:21	63:17	engaging	equipped
	85:20,25	emails	38:10	
	86:14,16,	49:11		
	21,22	54:1,3,11		
		,14 62:19		
		63:10		

185:15	183:13	evident	11:1	s 20:18
187:8	184:14	84:10	109:10	104:25
essence	186:8,14	examinatio	exempt	expensive
162:8	191:23	n 199:22	34:7	20:22
establish	194:7	examinatio	exemptions	104:25
205:23	199:20	n-in-	23:21,22	experience
establishe	201:1	chief 3:6	Exhibit	5:23
d 29:11	204:9	5:15	4:2	6:17,21
217:2	207:12	210:16	Exhibit 11	7:2 25:23
estimated	225:17	example	173:19	37:21
131:15	eventful	83:2	Exhibits	107:24
et 133:5	216:21	149:3	3:3 4:1	148:16
186:18	events	179:6	exist	167:15
ethics	62:24	excellence	18:16	168:1,17,
31:15	everybody	6:6	existed	20
32:2,9	5:9	Excellent	19:6	expert
34:12,16,	everyone	72:2	49:19	167:3
22 36:13	115:10	excerpts	168:4	169:15
38:19	146:17	105:3	existence	170:24
167:12,16	226:2	exchanged	145:12	expertise
168:2,8,9	everything	54:14	exit 85:8	6:11 47:7
,13,20,23	48:4	136:17	137:3	187:3
169:9,13,	56:14	140:1	210:19	explain
21	107:9	exchanges	expect	67:16
170:2,7,1	evidence	46:17	34:1	85:25
7,19,23	52:22	116:5	83:13	168:10
171:4,5	57:1,5	139:6,9,1	92:15	214:15
174:8,9,1	96:18	9,23	93:17,22	explained
9	97:7	154:6	109:21,25	131:24
ev 201:21	103:17	exclamatio	118:12	140:21
evaluation	124:22	n 17:18	130:5	168:13
219:14,18	129:4,6	exclusivel	146:10	189:12
220:11	150:5,19	y 8:17	expectatio	explaining
evening	151:10	excuse	n 80:6	48:23
54:16	165:13	23:19	135:20	106:19
105:25	172:25	30:13	137:6	128:24
123:11	176:17	72:20	expectatio	130:6
211:19	184:7,24	83:14	ns 74:18	225:15
213:3	186:20	107:21	expected	explains
226:17	200:10	146:7	109:7,18	214:7
event	201:4,22,	execute	130:7,12	explanatio
63:25	24 215:22	105:7	131:20,23	ns 216:8
137:3	216:6	executed	137:1	explanator
169:21	218:13	129:15	141:10,14	y 123:3
172:13	evidence-	executive	167:23	exploratio
173:25	in-chief		expeditiou	ns 195:13
176:16	223:15			

explore	183:6	February	23 41:8	fine 31:24
122:5	186:20	122:15,22	51:17,22	39:2 48:4
205:19	189:17	212:17	53:17	72:8
exploring	193:16	213:3,22,	56:3,11,1	118:23
128:5	205:14	24 217:5	2 214:4	finely
220:24	211:12	feel 46:23	files	34:6
exposed	fact-	47:3	11:18	finish
224:6	driven	61:25	12:15,16	224:16,23
exposure	24:4	88:12	39:18	225:4
40:1	failed	98:18	55:24	firm
express	17:16	146:19	77:23	7:18,19
85:18	fair 6:15	162:4	175:8	12:5,8,13
87:25	63:11	170:16,21	fill 51:9	,15,20
expressed	67:18	171:15	final 31:3	51:2
90:8	83:25	192:7	38:3 53:5	55:18,20
215:25	84:4	feeling	106:2,11	56:13
expressing	86:25	38:2	123:12,15	59:11
96:25	87:20	154:14	194:4	63:24
97:2	88:5,13	fell 17:14	214:5	93:18
expressly	98:15	felt 8:25	225:14	126:20
89:1	103:11	46:18	finalized	127:4
extent	122:4	64:12	112:5	149:21
23:12	129:10	76:4	financial	159:16
25:20	176:2	83:20	29:12	177:8
54:17	178:13	88:23	46:19	180:6
68:5,7	184:25	108:16	70:1	199:7,11
89:17	185:2	114:18,25	83:21,22	205:3
181:13	189:1	118:17	84:7,9,13	firs 117:1
211:7	190:6	162:6,23	,25 85:21	first 8:2
eyes 94:22	191:8	172:4	86:1	12:5 22:4
	192:7	191:6,9	126:16	26:22
	208:15	195:14	132:4,22	31:21
	210:23	209:6	185:19	39:5
	211:3	211:4	188:25	40:20,21
	216:19	216:11	189:5,13,	43:3
face 84:10	fairness	220:11	14,15	59:24
fact	205:8	224:2	190:12,20	66:21
17:3,23	fall 9:12	fiduciary	192:6,9	73:2
20:3	42:8	147:7,19	financiall	76:25
28:2,6,23	fallen	148:3,24	y-driven	82:13
29:4	162:17	fifteen	47:6	88:21
39:12	familiar	17:14	financials	99:22
63:16	41:3	fight	190:4	103:13,18
90:19	129:7	201:17	financing	,21
94:12	168:23	figure	101:21	105:6,18
126:17	171:23	194:24	finding	112:22
131:4	217:25	file 12:9	16:22	116:10
144:18	family 7:5	39:17,18,		124:24
165:25				133:24
180:11				

136:20	forearmed	Foundation	226:5,12	2,18
145:24	27:14	49:13	frankly	184:6,13,
150:19	forefront	59:7	47:9	18
155:5	24:9	102:7	68:23	185:1,9,2
176:14	forgetting	116:5,16,	140:4	1 186:2,7
200:17	199:11	23 129:23	172:24	187:4,19
202:22	form	136:8	Fred 163:5	188:5,11,
212:18	55:18,20,	137:15	Frederick	15,18,23
217:18	21,23	138:22	2:16 3:8	189:4,8,1
219:4	56:1,5,10	143:3	133:2,11	0,16,22
five 96:12	,17	173:14	163:3,4,8	190:2,16
99:12	105:11,20	221:18	,14,25	191:7,14,
146:10,14	106:2	fours	164:6,13,	21
154:1	108:3,22	106:7	18,25	192:17,21
flag 97:16	110:9,10,	fourth	165:3,8,1	,24
100:5	20	174:21	2,18	193:2,9,1
flagging	111:12,21	four-way	166:4,7,2	2
93:1	112:9	185:5	1	194:6,12,
flags	126:11	frame	167:1,10	18
74:19,24	128:22	112:19	168:5,15,	195:3,8,1
75:9,20	131:4	framework	22	7,20,24
80:18,20	200:12	185:19	169:2,6,1	196:2,8,1
fleeting	202:25	frank 1:7	4,20	2,18,22
205:2	formal	5:3 6:24	170:5,15,	197:1,3,6
flipped	135:4	14:13	20	,11,21,25
123:14	forth	30:20	171:3,14,	198:4,20,
213:5	112:25	31:5,10	21	24
214:9,18	forty	38:16	172:2,6,1	199:6,17,
floor	123:14	39:1 40:3	2,16,19,2	25
198:10	forum	42:12	3	200:3,9,1
floors	196:15,23	52:7	173:5,16,	6,25
142:10	197:23	57:15,24	23,24	201:6,16,
flowcharts	forward	58:8 59:6	174:3,12,	23
47:12	11:21	63:13,20	17,20	202:3,8
focus	42:25	64:6,14	175:1,14,	203:2,12,
22:16	73:7	65:15	20,25	16,22
178:4	91:23	79:24	176:9,15,	204:4,8,1
201:14	94:3 97:4	80:5,17	20	2,15,24
focused	138:19	98:5,12	177:5,11,	205:7,13,
171:2	139:2	99:6,13	14,22	18,22
follow-up	214:23	118:6,25	178:6,14,	206:6,9,1
77:19	forwarded	132:20	23	4,19
99:3	73:11	133:7	179:2,13,	207:2,20,
223:9	141:11,15	141:8,13	18	24
force	218:6	146:13,18	180:1,16,	208:6,10,
90:21	forwards	150:1,7	19,22	21
	113:3	224:15,24	181:4	209:7,16,
		225:2,7,2	182:3,10,	22
		5	15,18,24	210:2,7,1
			183:5,9,1	3
				211:2,12,

17,21	170:6,22	178:11	26:3	149:12
212:1,4,1	210:18,21	gentleman	43:24	group 8:14
5	function	217:23	44:19	16:19
213:1,4,7	59:12	gentlemen	46:6	161:9
,10,19,25	200:22	193:8	76:24	growth
214:8,13,	fundamenta	George	92:25	121:2
25	lly 160:9	2:12	132:22	Guardhouse
215:5,8,1	funding	25:13	165:23	71:13
4,20	162:12	Georgian	171:11	guess 16:2
216:5,14,	further	77:5	175:16	51:7,9,10
17,22	142:3	gets	glaring	53:7
217:1,9,1	future	68:21,22	17:2	60:24
4,22	27:21	152:9,10,	146:17	66:1
218:3,11,	135:21	17	glitches	70:20
20	208:19	getting	75:1	75:1,25
219:1,8,1	<hr/>	38:5	goal 16:22	111:25
1 220:21	G	45:25	117:20	205:11
221:6,10,	gained	46:3	goals	216:9
15,22	181:14	77:14	48:13,16,	guessing
222:3,7,1	Gajos 2:21	107:21	18,24	99:16
4,25	game	131:8	Golden	guidance
223:14,24	167:24	193:19	121:2	93:24
224:11,22	gathered	gift	gone	149:3,11
225:1,5,9	223:15	167:23	18:20,23	gut 38:2
,11,12,23	geez	gifts	178:8	154:13
frequency	186:15	167:22	gotten	guy 186:17
209:1	general	gist 44:4	152:7	189:6,7,9
friend	8:4 22:7	given 14:9	governance	<hr/>
151:7	39:17,20,	44:15	126:18	H
153:1	23 41:16	83:13	137:9	half 34:14
197:14	61:23	143:25	210:19	84:18
friends	62:3,6	144:3	government	178:11
159:24	93:19	149:10	17:12	hall 1:17
front	94:2	155:17	149:5	100:13
117:5,12	116:7	172:9	great	hand
214:16	generally	183:17	18:25	112:23
Fryer 2:14	38:7	186:25	21:25	118:18
full 98:19	41:11	193:18	145:5	handle
166:14	49:23	209:25	220:23	148:20
181:14	98:13	210:9	greater	209:6
fuller	125:7	216:8	121:2	handwritte
19:21	generated	217:16	167:21	n 65:24
fully 62:1	56:1	218:13	201:8	66:9
91:4	generation	219:25	Greek	151:7
166:21	56:17	giving	102:1	happen
197:16	fulsome	8:25	grey	62:23
166:9		20:11		

119:22	68:17	hill 112:3	141:8,13	154:4
120:20	headings	hindsight	146:13,18	155:23
happened	60:15	87:4,8	150:1,7	163:6
39:24	heads	hockey	224:15,24	182:12
112:19	73:16	167:24	225:2,7,2	185:14
137:21	hear 16:20	hold	5	206:22
153:24	99:2	159:19	226:5,12	207:4,10,
185:25	201:13	holding	hope 38:12	13 210:25
214:11	heard	69:15	193:5	Houghton's
happens	20:21	101:20	hopefully	45:3
137:23	52:7	Honor 20:7	103:9	hours
happy	161:20	Honour	124:10	112:21
57:14	200:4,8	8:15	226:16	194:1
123:25	201:1,7,1	16:15	hopes	hundred
146:11	1	25:24	112:10	38:1
194:19	hearings	27:24	hoping	48:9,20
198:7	8:3	35:14,22	48:25	89:17
226:9	heated	38:22	horribly	95:22
hard 122:1	125:1,10	63:22	226:2	Hurontario
hat	129:5	65:9	Horseshoe	1:19
45:9,10	215:24	96:12	121:2	<hr/>
haven't	he'd	99:12	Houghton	I
37:9 75:3	200:21	111:6	2:16	i.e 91:17
having	Held 1:16	118:18	10:20,23	197:7
31:7	help	133:3,12	11:3	199:8
34:19,20	186:16	176:11	43:15	I'd 32:14
50:1 60:2	187:7	185:11	44:24	73:18
64:7 72:9	218:21	187:6	45:7,21,2	80:13
90:18	222:15	HONOURABLE	5 46:2	123:25
103:13	helpful	5:3 6:24	53:3,7,9	142:10
116:6	25:21	14:13	54:23	161:4
120:2,7	202:9	30:20	70:4	idea 52:9
122:22	here's	31:5,10	72:11	83:6 84:1
123:21	25:22	38:16	75:7 96:6	106:25
124:2	115:6	39:1 40:3	100:19	160:8
127:4,25	Herhalt	42:12	104:11,15	179:5
128:3	192:4	57:15,24	,17,22	186:1
131:4	herself	58:8	108:19	idem
141:1	98:19	63:13,20	109:12	190:15
142:13	he's 7:1	64:6,14	111:24	identical
144:21	hey 25:13	65:15	113:3,4,1	88:19,25
156:14	Hi 90:13	79:24	0 118:16	193:23
159:16	highlighte	80:5,17	119:10	identifica
206:13	d 18:4	98:5,12	123:8	tion
Hazel		99:6,13	124:17	56:6,9
18:22		118:6,25	125:3	identified
head 41:12		132:20	130:19,24	9:8,13
45:9		133:7	131:5	

16:1 20:3	127:6	impartial	including	18:11
90:3	131:1	159:9,15	85:22	41:19
120:3	137:12	implicatio	144:13	44:21
identify	144:25	n 17:22	225:14,17	64:11
21:8,10	146:11	implicatio	inconvenie	73:14
identifyin	149:23	ns 35:10	nt 226:2	79:15
g 101:16	150:4	53:24	incorporat	93:2
I'll 59:13	151:15	57:10	e 30:24	95:19
60:15	152:13	134:15	incorporat	97:10
64:1 66:1	155:14	144:21	ed 30:25	168:24
138:11	156:6,7,8	import	incorporat	170:6
202:12	,19	97:15	es 114:11	171:15
203:16	158:14	important	155:9	175:21
208:2	159:14	91:2	incorporat	176:16
225:3	160:18	112:2	ing	178:17
ill-	164:8	impression	155:18	184:3
equipped	166:21	46:9	incorrect	188:12,19
190:20	168:5	210:17	69:7	,24
I'm 6:7	171:4	improved	212:25	191:10
7:1 19:22	174:14	16:23	indeed	194:7
20:14	178:20	improving	39:23	198:1
25:21	179:23	118:16	107:20	199:20
26:5	180:1	inability	174:4	201:7,18
27:16	181:1,9,1	97:17	184:6	204:9
37:3,18	4	inappropri	inden	205:3
38:14	186:16,17	ate 111:5	27:25	206:23
40:5,7,25	189:8	include	41:21	217:15
43:16	190:9,10,	17:17,23	79:5	indicates
45:8 55:8	17 192:2	18:1,5,11	97:9,15	88:7
57:13,14	195:9	96:7	162:12	145:24
60:24	197:12,15	108:7	175:19	183:23
61:17	,17 198:6	170:7	176:6	indicating
63:3,4	201:16,23	included	202:24	189:5
64:5,10,1	,24 204:2	15:4	218:18	indication
1 65:9	205:5,22	17:3,5	independen	80:19
68:13,19	208:16	83:1	tly	135:23
69:2,3,4,	213:25	86:16,17	130:14	indirect
6 70:9	214:13,18	88:8	216:3	15:23
78:19	222:20	104:15,16	indicate	22:13
79:9 87:4	224:16	116:18	7:25 64:7	indirectly
89:7	226:9	119:9	82:21	21:15,18
91:13	imagine	128:13	184:12	individual
98:10	160:12	136:18	192:13	26:25
99:16,20	immediatel	192:6	220:19	35:24
102:11	y 24:9	includes	indicated	36:3
103:24	213:6	16:3	6:25	87:13
108:5	impact			162:7,17
115:6	71:2			individual
126:24	167:12			

s 10:2	90:23	g 55:1	7,21	202:7,18
15:22	initio	instructio	23:8,9,24	203:9
16:19	145:1	n 183:17	24:1,19	206:1
71:17	in-person	instructio	25:5,8,14	209:24
187:7	81:19	ns 9:24	,18,19	220:23
industry	input	10:8,14,2	26:4	interested
218:1	69:20	0 44:19	27:14	14:21
industry-	94:21	45:22,25	28:1,16,2	179:23
specific	136:23	46:3,7,12	4	180:2
129:7	inquire	54:21	29:1,3,7,	181:1,9
infer 19:5	204:16	55:5,9	8,9,12,13	206:20
influence	inquired	87:14	,16,17,19	interestin
21:15,18	204:19	141:25	,20,21,22	g 222:15
informatio	inquiries	206:24	30:2,6,10	interests
n 7:11,13	54:25	207:5	,13,22	9:21 16:5
8:11 23:2	135:25	217:16	31:7	22:14
25:16	142:11	218:16	32:22,25	23:19,23
26:3 35:9	146:4	224:8,20	33:6,8,16	28:21
36:12,22,	181:5	225:21	,18,24	29:25
24	inquiring	integrity	35:1	33:1
37:12,13	148:3	162:15,18	36:9,22	52:13
60:14	inquiry	intelligen	38:6,7	67:14,22
85:16	1:3 2:3,4	t 182:9	66:25	88:18,25
92:16	18:23	intending	67:10	89:5,25
128:14	171:24	7:10	89:9,10,1	90:19,20
130:8	172:1,15	interacted	3,21	91:12
152:2	inserted	180:14	97:20	92:9
180:23	76:15	209:1,19	140:22	93:11,20
204:9	78:23	interactio	147:22	98:13,17
initial	105:22	ns 139:2	148:25	158:17
11:17	107:22	212:7	158:22,24	160:9
56:3	insignific	interest	159:8,23	166:11
73:16	ant	14:7,16	160:1	190:14
75:5 83:8	24:1,3	15:15,16,	161:6,10	193:23
84:21	insistence	17,18,21,	162:10	200:23
86:14,19	145:2	22,23,24	166:11,19	201:14,19
102:17,23	instance	16:6,9,16	167:8,17,	202:6
103:7	13:9	,21	19	internal
104:2	87:17	17:2,7,8,	168:11,14	60:22
105:4	220:8	15,17	,18 170:2	128:24
130:4	instances	18:9,15,1	171:1,8,1	interrupti
initiate	9:2 23:18	6,21	2,13,17	ng 169:5
9:15	instructed	19:5,6,14	173:4	intimated
initiated	9:17	20:3,7,18	177:23	223:1
92:19	instructin	,24	178:2,7,1	intimately
initiative		21:5,8,10	9,21	207:17
9:7 14:1		,11	179:3,21	intricacie
		22:6,12,1	181:1,2	s 211:8
			190:11,12	
			194:9	
			201:9	

investigat	196:20	195:13	112:21,22	112:20
e 223:12	202:11	196:13	121:11	114:5
investigat	207:17	198:10,22	137:22	116:9
ions	212:5	199:2,12	140:10	119:7
162:16	involvemen	201:4	148:21,22	120:3
invitation	t 42:25	205:20	155:5	121:1,4
209:9	51:5 58:4	223:3	173:18	122:21
invited	95:14	issues	186:22	141:5
14:4	121:3	43:4	198:25	145:9
37:17	122:22	61:10	202:23	152:22
208:7,12	132:8	62:25	210:14	156:17,20
inviting	136:6	63:17	214:10	165:10
209:8	140:25	69:12		169:23
involve	202:23	70:22	<hr/>	173:11
126:17	involves	76:13	J	176:18
involved	122:16	77:12,21	Jane 11:16	177:15
12:7	involving	78:5	January	181:8,11,
16:16	10:19	92:21	17:22	19
42:4,17	111:12	98:10	19:4	182:13,25
45:6	130:11	101:17,24	24:25	185:5
51:21,24	I's 107:9	102:4	31:16	186:14,19
52:14	isn't	126:18	36:19,21	,21
53:2,10,1	95:24	156:15	37:23	187:14,22
1 56:16	166:19	222:17,22	39:10,11,	191:17
57:1,6	191:17	223:8	25	202:12,14
61:14	issue 9:13	it'd 21:25	40:2,8,11	,21,22
69:18	17:1	74:4	41:20	203:18
88:12	23:20	item 28:23	42:20	204:25
101:6,23	27:21	79:17	43:7,14,1	205:24
102:3,19	53:8	80:9	7,18,22	206:21
108:10	68:15	110:24	45:14,17,	208:8
127:5,7	74:3	items 60:7	18 46:15	209:25
135:7,20,	92:11	101:19	48:11	210:10
23 140:12	93:1,3	150:18	50:6 51:8	222:4
143:10	94:10	170:12	53:2,10,1	223:3,7
151:1	97:3,5,8,	176:1	1 58:20	224:1,5
153:10	20 130:11	itinerary	59:17	225:13
163:19	131:6,14	173:15	61:12,14	job 52:12
164:20	132:8,13	I've 14:20	62:14,16	Joe 71:12
165:9	146:8	16:15	64:24	John 2:4
169:8	148:14	29:4	66:4	3:6
176:23	167:16	35:13	73:14	5:10,15,1
177:12	172:25	37:14	80:2,4	6,19,22
178:10,15	174:10	44:15	81:17,21	6:10,15,2
180:24	187:5	55:23,24	82:11,15	0
181:6,10,	190:11	69:5	86:20	7:4,8,9,1
13,17	193:15	79:15	87:2	6,21
183:1	194:15,23	90:8	98:3,8	8:8,21
193:19	,24	109:5	99:21	9:1,5,11,
			102:16,17	23
			105:23	

10:7,12,1 8,22 11:5,11,2 3 12:7,12,1 9,24 13:3,7,13 ,18,23 14:8,12,2 3,24 15:7,12,2 5 16:10 17:21 18:3,14 19:3,12,2 1,23 20:20 21:6,17,2 1 22:2,19 23:1,5,13 24:10,23 25:4,15 26:1,8,14 ,20 27:5,17 28:13 29:15,23 30:3,14 31:13,14, 21,25 32:6,11,1 6 33:4,11,2 2 34:10,18, 25 35:8 36:11,17, 18,20 37:5,8,20 38:3,14 39:4,5 40:23,24 41:6,11,1 8,24 42:3,7,11 ,14,19,20 ,24 43:16 44:7,12,1 7 45:2,14,1 7,20	46:5,10,2 5 47:20,25 48:5,10,1 7,22 49:2,7,12 ,15,22 50:3,14,2 0,25 51:4,13,2 0 52:3,16,2 2 53:14,19 54:2,9,19 ,24 55:3,7,10 ,15,19,25 56:8,15,1 9,25 57:9,13 58:14,19 59:4,8,14 ,19,23 60:6,9,17 ,24 61:8,19 62:5,10,2 1 63:6,11 64:17,18, 22 65:4,9,17 ,22,23 66:6,11,2 1 67:4,12,1 8,20,25 68:4,7,10 ,24 69:10,22 70:2,7,10 ,13,22 71:5,8,11 ,18,23 72:2,9,14 ,18,22 73:1,6,25 74:9 75:8,11,1 8 76:6,11 77:10,19	78:4,8,13 ,17,21 79:6,11,1 7,22 80:24,25 81:5,10,1 5,23 82:3,8,17 83:10,15 84:2,13,2 4 85:6,18,2 4 86:4,7,12 ,25 87:8,16,2 0,25 88:5 89:12 90:1,10 92:13 93:4,13 94:17 95:4,10,1 6,23 96:3,5,15 97:6,24 98:2,25 99:18,19 100:3,6,1 6,19,21,2 5 101:3,6,9 ,15 102:2,6,1 1,15,22 103:1,6,1 1,16 104:5,9,1 2,14 105:1,6 106:24 107:4,12, 22 108:8,14, 18 109:2,8,1 7,24 110:4,22, 24 111:10,18 112:13,24	113:8,12, 15,24 114:3 115:13,20 116:4,15, 22 117:16,21 118:3 119:2,3,6 120:6,11 121:8,13, 17,21,24 122:4,7,1 2,20,25 123:18,23 124:6,14, 19,22 125:12,17 126:1,5,1 0,14 127:3,8,1 7,21,24 128:3,7,1 2,20 129:1,12, 17,19 130:1,5,1 8,21 131:3,9,1 3 132:6,10, 15,18,25 133:14,15 ,20 134:10,13 ,18,22 135:1,11, 14,19,24 136:3,7,1 3,25 137:8,14, 20 138:8,16, 21 139:1,8,1 8 140:2,19 141:2,6,2 1,22 142:11,15 ,21,24	143:2,7 144:20 145:8,13, 23 146:9,16, 21,22 148:6,12, 16 149:14,20 ,24 170:11 192:3,4 210:25 joint 52:23 200:5 201:1 jotted 71:17 jotting 44:2 judges 23:20 JUDICIAL 1:3 July 53:5 135:2,4,9 136:15,17 137:25 138:13 144:6 jump 190:13 junction 197:13 211:3 June 177:15 junior 211:23 214:14 225:15 junior's 212:19 215:1,10 Justice
--	---	---	--	--

1:7 19:7 171:23	139:25 151:15 164:23 179:8 186:23,25 189:23 190:8 196:18 203:19 206:3,6 208:14,21 ,24 209:3,17	lady 209:1	lawyer 11:16 20:16,23 37:16 57:22 112:12 118:12 139:13 140:5,22 141:10,15 177:25 186:17 190:3,10 198:13 204:17	223:18
<hr/> K <hr/>		land 6:1,8,12 8:2 149:7		least 8:18
Kate 2:3				17:16
		large 20:13 87:12 175:11 214:19		30:15
Kennedy				139:20
39:10,14		last 23:13 28:13 53:6 71:23 130:19 162:13		178:8
40:12				199:11
41:20		lastly 161:3		211:4
50:21,22		late 12:4		219:3
52:17		later 5:6 71:8 73:19 74:22 77:16,24 189:17 191:24 194:1 212:5,16 226:14		225:16
53:21				
54:20		latest 82:18 188:13		leave 63:14 199:19 225:8
55:4	knowledge 11:25 23:16 32:14 60:13 79:5 83:23 99:4 181:15 202:25 218:19		lawyers 8:16 36:25 41:3 91:18 120:15 127:5,7 217:25	
56:20				led 186:5 197:3,7 207:3
58:20				
64:9				ledger 41:16
73:7,12,1				
5				legal 6:17 24:13,20 26:6 27:8,9 97:9,15 128:25 134:15 137:1,7,9 175:13 180:8
74:2,10,2				
4 75:13				legally 107:2,5
95:18				legislatio n 16:21 17:11 24:19 25:9 34:2,5,6, 8 166:1,24 167:18
98:10	knowledgea ble 179:11			
116:25				Leo 2:24 3:5 5:11,13,1 8,21,24 6:13,19,2 3 7:15,18,2 3 8:12,24
117:11,23	known 17:8 25:2 52:14 68:22 69:8 169:7 190:3 200:20 208:25			
121:5				
130:4,9,2				
4 176:18				
177:7,17				
181:7,12,				
19 182:5				
195:12				
199:2				
203:18				
204:13,19				
,24				
205:25				
211:23				
	KPMG 88:12 131:9 133:5 189:17,21 192:4,13 193:8,19			
Kever 55:4				
key 22:17				
Kim 42:22				
knew 10:25				
45:7				
73:22				
77:24				
89:17,18				
95:13				
105:22				
135:16				

9:4,9,16	,19	80:3,8,22	120:5,9,2	152:5,11,
10:1,10,1	49:1,5,10	81:22,25	5	19,25
5,21,25	,14,21,24	82:16,25	121:10,16	153:4,6,1
11:9,14	50:4,17,2	83:19	,19,23	1,14,18,2
12:2,9,14	3	84:7,17	122:1,6,1	5
,23	51:3,7,16	85:3,15,2	9,24	154:11,19
13:2,6,11	,24	0	123:11,21	,22
,22,25	52:6,20	86:3,6,18	124:4,8,1	155:11,14
14:11,17	53:1,17,2	87:3,10,1	6,21	,22
15:6,18	5	9,22	125:8,15,	156:6,16,
16:8,15	54:5,12,2	88:2,21	21	22
17:25	2	89:15	126:4,9,1	157:1,4,8
18:10,18	55:2,6,8,	90:7,13	2,23	,13,19,22
19:7,20,2	17,22	92:4,18	127:6,15,	158:3,6,1
2,24	56:2,11,1	93:8,17	19,23	1,14,19,2
21:3,12,2	8,23	94:11,25	128:1,6,1	5
0,23	57:8,12,2	95:7,12,2	8,23	159:5,10,
22:10,24	1 58:6	1 96:1,9	129:11,16	14,25
23:4,10,1	59:3,6,10	97:1,13	,18	160:5,11,
6 24:15	,17,22	98:1,8,15	130:13,19	18,24
25:1,6,20	60:2,8,12	99:11,16	,20	161:1,11,
26:5,11,1	,21	100:2,4,1	131:1,7,2	14,17
6	61:3,12,2	0,18,23	2	162:1,6
27:4,11,2	3 62:9,12	101:2,5,8	132:9,14,	163:7,12,
2 28:18	63:3,8,19	,13,25	17,23	16
29:18	,22 64:10	102:5,14,	134:9,12,	164:3,11,
30:1,7	65:3	21,24	17,21	17,24
31:2,9,24	66:5,8,19	103:3,9,1	135:10,13	165:2,7,1
32:4,10,1	,24	5,22	,16,22	1,17,25
3	67:7,15,1	104:8,13,	136:2,4,2	166:6,15,
33:2,9,19	9,24	16	4	23
,25	68:2,6,9,	105:5,15	137:5,12	167:9,15
34:13,24	13	107:1,6,1	138:14,20	168:12,16
35:5,12	69:2,20,2	7	139:7,16,	169:1,4,1
36:16	5	108:1,12,	24	1,17,24
37:2,7,24	70:6,9,12	16,23	140:7,8,2	170:10,18
38:8,21	,19	109:5,16,	4	,25
39:8	71:4,7,15	21	141:4,12,	171:9,18,
40:5,17	,22	110:1,16,	18	25
41:5,10,1	72:1,4,13	23	142:8,20,	172:3,8,1
7,23	,17,20	111:4,16,	23 143:1	4,17
42:2,6,10	73:5,13	23 112:18	144:10,23	173:3,9,1
,16,23	74:7,25	113:7,10,	145:11,15	8
43:1,21	75:10,15,	14,23	146:7	174:1,5,1
44:11,15,	22,24	115:2,18,	148:2,10,	5,19,21
21	77:9,13,2	24	15,19	175:2,6,1
45:5,16,1	2	116:8,20	149:18,23	8,22
8,24	78:7,11,1	117:15,18	150:6,9,2	176:5,10,
46:8,13	6,19	118:2,14	2,24	19
47:5,23	79:4,8,14	119:5,17,	151:2,14,	177:1,10,
48:2,8,15	,21	20	21,25	13,20,25

178:13,20	2	15,20	listened	180:13
179:1,4,1	207:1,15	137:24	21:4	Longo 2:24
6,25	208:4,9,1	138:4,12,	209:23	3:5
180:3,18,	6	18	210:5,11	5:11,13,1
21	209:4,13,	level	211:18	6,18,21,2
181:2,21	21	59:25	little 5:6	4
182:6,14,	210:1,5,1	71:20	39:21	6:13,19,2
17	1,24	89:19	53:3	3,25
183:4,8,1	211:7,16,	131:8	86:13	7:15,18,2
1,16,24	20,25	LFL	145:24	3 8:12,24
184:11,17	212:3,11,	71:24,25	159:14,15	9:4,9,16
,25	25	183:21	164:7	10:1,10,1
185:7,18,	213:2,5,8	life 19:9	172:7	5,21,25
24	,11,23	129:20	197:16	11:9,14
186:3,22	214:2,5,9	likely	218:22	12:2,9,14
187:16	,17	22:8	219:14	,23
188:14,17	215:3,6,1	176:1	Lloyd	13:2,6,11
,21	2,18	limit	81:20	,22,25
189:3,7,9	216:3,13,	25:24	82:15	14:11,15,
,12,20	15,20	limited	87:21	17
190:1,9	217:6,21	53:10	90:4,12	15:6,18
191:6,9,1	218:2,10,	58:2,4	93:14	16:8,15
9	18	63:10	94:7	17:25
192:12,19	219:7,10,	69:14	96:18	18:10,18
,23	16,22	97:16	97:6	19:7,20,2
193:1,4,1	221:3,8,1	150:20	99:8,14	2,24
1,20	3,17	limits	119:10	21:3,12,2
194:10,14	222:6,13,	26:2	133:4	0,23
,25	24	line 45:13	153:22	22:10,24
195:5,15,	223:5,23	80:10	154:18	23:4,10,1
19,22,25	224:4,13,	155:5	187:22	6 24:15
196:5,11,	18 225:20	224:23	198:8	25:1,6,20
17,21,25	226:18	225:4	Lloyd's	26:5,11,1
197:2,5,1	less	lines	96:16	6
0,19,24	104:25	125:7	load 65:11	27:4,11,2
198:2,15,	112:21	list 3:3	local 6:18	2 28:18
21	131:17	4:1 12:16	17:12	29:18
199:3,14,	146:10	15:1 16:2	149:5	30:1,7
24	let's	104:10,15	location	31:2,9,24
200:2,8,1	92:11	161:8	81:16	32:4,10,1
4,19	184:19	listed	logical	3
201:5,12,	letter	101:19	64:12	33:2,9,19
21	11:13	180:5,11,	161:22	,25
202:2,4,2	32:19	13	long 155:1	34:13,24
1	33:5 34:4	listen	159:20	35:5,12
203:10,21	56:21	209:14	164:9	36:16
204:3,6,1	76:24		205:16,17	37:2,7,24
1,14,23	79:19		longer	38:8,21
205:1,11,	133:21,23			39:8 40:5
15,21	134:8,11,			41:5,10,1
206:5,8,1				7,23

42:2,6,10 ,16,23 43:1,21 44:11,15, 21 45:5,16,1 8,24 46:8,13 47:5,23 48:2,8,15 ,19 49:1,5,10 ,14,21,24 50:4,17,2 3 51:3,7,16 ,24 52:6,20 53:1,17,2 5 54:5,12,2 2 55:2,6,8, 16,17,22 56:2,11,1 8,23 57:8,12,2 1 58:6 59:3,6,10 ,17,22 60:2,8,12 ,21 61:3,12,2 3 62:9,12 63:3,8,19 ,22 64:10 65:3,24 66:5,8,19 ,24 67:7,15,1 9,24 68:2,6,9, 13 69:2,20,2 5 70:6,9,12 ,19 71:4,7,15 ,22 72:1,4,13 ,17,20	73:5,13 74:7,25 75:10,15, 22 77:9,13,2 2 78:7,11,1 6,19 79:4,8,14 ,21 80:3,8,22 81:22,25 82:16,25 83:19 84:7,17 85:3,15,2 0 86:3,6,18 87:3,10,1 9,22 88:2,21 89:15 90:7 92:4,18 93:8 94:11,25 95:7,12,2 1 96:1,9 97:1,7,13 98:1,8,15 99:11,16 100:2,4,1 0,18,23 101:2,5,8 ,13,25 102:5,14, 21,24 103:3,9,1 5,22 104:8,13, 16 105:5,15 107:1,6,1 7 108:1,12, 16,23 109:5,16, 21 110:1,16, 23 111:4,16,	23 112:18 113:7,10, 14,23 115:2,18, 24 116:8,20 117:15,18 ,24 118:2,14 119:5 120:5,9,2 5 121:10,16 ,19,23 122:1,6,1 9,24 123:11,21 124:4,8,1 6,21 125:8,15, 21 126:4,9,1 2,23 127:6,15, 19,23 128:1,6,1 8,23 129:11,16 ,18 130:13,20 131:1,7,2 2 132:9,14, 17,23 133:8 134:9,12, 17,21 135:10,13 ,16,22 136:2,4,2 4 137:5,12 138:14,20 139:7,16, 24 140:7,24 141:4,12, 18 142:8,20, 23 143:1 144:10,23	145:11,15 146:7 148:2,10, 15,19 149:18,23 150:3,6,9 ,16,22,24 151:2,14, 21,25 152:5,11, 19,25 153:4,6,1 1,14,18,2 5 154:11,19 ,22 155:11,14 ,22 156:6,16, 22 157:1,4,8 ,13,19,22 158:3,6,1 1,14,19,2 5 159:5,10, 14,25 160:5,11, 18,24 161:1,11, 14,17 162:1,6 163:4,7,1 2,16 164:3,11, 17,24 165:2,7,1 1,17,25 166:6,15, 23 167:9,15 168:12,16 169:1,4,1 1,17,24 170:10,18 ,25 171:9,18, 25 172:3,8,1 4,17 173:3,9,1	8 174:1,5,1 5,19,21 175:2,6,1 8,22 176:5,10, 19 177:1,10, 13,20,25 178:13,20 179:1,4,1 6,25 180:3,18, 21 181:2,21 182:6,14, 17 183:4,8,1 1,16,24 184:11,17 ,25 185:7,18, 24 186:3,22 187:16 188:14,17 ,21 189:3,7,9 ,12,20 190:1,9 191:6,9,1 9 192:12,19 ,23 193:1,4,1 1,20 194:10,14 ,25 195:5,15, 19,22,25 196:5,11, 17,21,25 197:2,5,1 0,19,24 198:2,15, 21 199:3,14, 24 200:2,8,1 4,19 201:5,12,
---	---	--	---	--

21	210:25	139:11,21	96:3,6	31:13,14,
202:2,4,2	lots 22:13	,23	104:12	21,25
1	lower	145:10	170:11	32:6,11,1
203:10,21	130:7,12	146:25	173:9	6
204:3,6,1	149:7	147:3	175:16	33:4,11,2
1,14,23	lower-tier	202:14	176:3,6,1	2
205:1,11,	149:3	213:24	1	34:10,18,
15,21	Luisa 2:24	214:1	master	25 35:8
206:5,8,1	173:13	217:3	147:21	36:11,20
2	226:4,7	225:16	material	37:5,20
207:1,15	lunch	mark 17:18	37:9	38:3,14
208:4,9,1	146:12	marked	Mather 2:4	39:4,5
6	luxury	173:18	3:6	40:23,24
209:4,13,	178:1	Marrocco	5:10,15,1	41:6,11,1
21	<hr/> M <hr/>	1:7 5:3	6,19,22	8,24
210:1,5,1	mailing	6:24	6:10,15,2	42:3,7,11
1,24	56:7	14:13	0	,14,19,20
211:7,16,	maintain	30:20	7:4,8,9,1	,24 43:16
20,25	147:17	31:5,10	6,21	44:7,12,1
212:3,11,	159:20	38:16	8:8,21	7
25	majority	39:1 40:3	9:1,5,11,	45:2,14,1
213:2,5,8	201:8,13	42:12	23	7,20
,11,23	man	57:15,24	10:7,12,1	46:5,10,2
214:2,9,1	207:4,11,	58:8	8,22	5
7	14	63:13,20	11:5,11,2	47:20,25
215:3,6,1	management	64:6,14	3	48:5,10,1
2,18	55:22	65:15	12:7,12,1	7,22
216:3,13,	56:11	79:24	9,24	49:2,7,12
15,20	196:15,23	80:5,17	13:3,7,13	,15,22
217:6,21	197:22	98:5,12	,18,23	50:3,14,2
218:2,10,	200:12	99:6,13	14:8,12,2	0,25
18	mandate	118:6,25	3,24	51:4,13,2
219:7,10,	9:12	132:20	15:7,12,2	0
22 220:21	manner	133:7	5 16:10	52:3,16,2
221:3,8,1	91:8	141:8,13	17:21	2
3,17	March	146:13,18	18:3,14	53:14,19
222:6,13,	124:24	150:1,7	19:3,12,2	54:2,9,19
24	125:9,13,	224:15,24	1,23	,24
223:5,23	18 126:6	225:2,7,2	20:20	55:3,7,10
224:4,13,	127:20	5	21:6,17,2	,15,19,25
18 225:20	129:2	226:5,12	1 22:2,19	56:8,15,1
226:6,16,	130:2	Marron	23:1,5,13	9,25
18	133:21	2:12	24:10,23	57:9,13
Longo's	135:3,17,	Mascarin	25:4,15	58:14,19
65:11	20 137:23	14:2	26:1,8,14	59:4,8,14
loop 95:24		36:17	,20	,19,23
lose 28:5		37:8	27:5,17	60:6,9,17
lot 125:14		38:22	28:13	,24
138:9		83:10	29:15,23	61:8,19
172:10			30:3,14	62:5,10,2
				1 63:6,11

64:17,18, 22 65:4,9,17 ,22,23 66:6,11,2 1 67:4,12,1 8,20,25 68:4,7,10 ,24 69:10,22 70:2,7,10 ,13,22 71:5,11,1 8,23 72:2,9,14 ,18,22 73:1,6,25 74:9 75:8,11,1 8 76:6,11 77:10,19 78:4,8,13 ,17,21 79:6,11,1 7,22 80:24,25 81:5,10,1 5,23 82:3,8,17 83:15 84:2,13,2 4 85:6,18,2 4 86:4,7,12 ,25 87:8,16,2 0,25 88:5 89:12 90:1,10 92:13 93:4,13 94:17 95:4,10,1 6,23 96:5,15 97:6,24 98:2 99:18,19 100:3,6,1	6,21,25 101:3,6,9 ,15 102:2,6,1 1,15,22 103:1,6,1 1,16 104:5,9,1 4 105:1,6 106:24 107:4,12, 22 108:8,14, 18 109:2,8,1 7,24 110:4,22, 24 111:10,18 112:13,24 113:8,12, 15,24 114:3 115:13,20 116:4,15, 22 117:16,21 118:3 119:2,3,6 120:6,11 121:8,13, 17,21,24 122:4,7,1 2,20,25 123:18,23 124:6,14, 19,22 125:12,17 126:1,5,1 0,14 127:3,8,1 7,21,24 128:3,7,1 2,20 129:1,12, 17,19 130:1,18, 21 131:3,13 132:6,10, 15,18,25	133:14,15 ,20 134:10,13 ,18,22 135:1,11, 14,19,24 136:3,7,1 3,25 137:8,14, 20 138:8,16, 21 139:1,8,1 8 140:2,19 141:2,6,2 1,22 142:15,21 ,24 143:2,7 144:20 145:8,13, 23 146:9,16, 21,22 148:6,12, 16 149:14,20 ,24 matter 8:20 10:4 12:11,18 20:19 29:11 39:18 41:14 64:4 67:1 99:24 136:6 140:12 142:13 143:11 145:16 159:20 162:8 163:21 171:16 177:23 178:7,18 179:19,20 184:4	194:17 196:10,20 200:23 202:11 212:5 matters 8:7,19 10:2,4 40:9 41:7 59:21,24 68:1 77:23 80:1,14 105:24 126:18 153:13 159:11,17 160:20 162:13 163:19 167:6,13 170:8 175:8,12 184:19,21 185:2,4 191:24 197:17 217:17 may 1:23 5:5 7:12 9:8 11:20 25:18 26:11 30:9 37:7 41:2 48:19 49:17 54:6 65:11 74:20 75:12 81:25 84:16 85:21 87:6 88:19,25 89:5 95:1 96:13 104:1 106:8	113:11 115:14,21 125:23,24 134:4 151:14 152:5 154:5 156:1 160:16 171:16 174:13 181:24,25 193:23 194:1,10 205:3,4,9 209:5 maybe 15:2 38:16 77:17 99:1 106:19 112:3,11 115:25 145:1 200:11 218:21 mayor 10:8 25:12 35:4,25 43:10,14, 15 44:23,24 46:1,2,3, 6,11,17 47:23,24 50:6 55:5 62:14,19, 20 63:2 64:24 65:2 70:3,4 72:10,12, 15 73:8,18 74:17 75:3,5,23 81:20 82:14 83:9 85:19
--	---	---	--	--

86:20	McDowell	61:15	17:8,9	176:4,6
87:6,21	2:18	80:7,20	25:7,9	203:19
88:6	McFadden	81:21	27:13,19	206:10
90:11,23	88:11	96:11	29:11	216:18
91:11	217:24	98:4	30:4 34:1	mention
92:7,15	218:6,13	99:8,21,2	147:4	187:17
94:7		3,25	148:24	mentioned
97:21	McGrann	100:8,17,	149:4	16:12
100:7	2:3	24 101:12	members	19:10
105:7,16	MCIA	102:17	10:9	27:6
110:11,15	22:6,22	106:1	16:21	33:10
,18	26:24	119:14	18:7 21:1	50:21
111:14,20	mean 21:18	120:14,20	22:20	72:5 96:2
112:10,14	22:9	,21,23	23:25	119:12
115:9,10	23:15	121:9,12,	25:12	166:17
119:9,12,	28:17,24	15,20,25	26:3,7,25	175:7
17,23,24	32:11	122:3	27:25	merge 77:2
120:16	33:24	147:15	28:10	mergers
123:2,10	37:6 47:4	153:3,22,	29:6	6:21
124:16	52:9	24	35:4,15,2	Merrifield
127:14	74:24	154:7,15,	0 87:13	163:18
130:25	82:24	23	119:21	180:12
131:6	84:18	156:21,25	148:4	message
133:25	88:20	157:7,12,	156:24	44:23
134:8	94:24	18,19	161:21	met 106:23
144:4	95:6,25	183:1	223:21	methodolog
147:6,16	128:24	184:22	member's	y 101:22
149:16,22	135:14	204:25	35:24	M-hm 41:10
153:22	141:4	205:4,24	36:3	150:22
154:18	160:16	207:8,9,1	Members	153:4
164:4	173:10	3 208:7	32:17	175:1
182:12	means 8:9	209:9	memo 71:9	177:10
183:14	33:20,25	213:12,16	123:13	179:1
185:13,14	152:9,14	216:8	214:4,6,1	214:8
186:15	meant	219:21,23	4,18,22	Michael
189:18,19	28:19	,25	215:2,4,1	2:7
192:5,10	33:6,17	220:2,25	0 225:15	million
193:17,24	34:23	221:11,21	memorandum	68:21
,25 194:2	53:21	224:1	122:17	69:8,9
198:8	59:9 60:4	meetings	123:4	151:15,16
199:4,15	75:9	8:5 11:2	127:11	152:2,3,9
206:21,25	85:21	96:11	128:13,17	,10,12,17
207:6,18,	86:1	100:12	,21	mind 17:23
19 212:23	117:11,17	121:6	memory	28:9
mayor's	meet 40:10	154:1	32:1	32:15
43:7	163:6	meeting's	120:23	40:18
148:7	meeting	96:14	124:20	
194:8	37:22	member	130:23	
McCallion	54:16	15:19,24	175:16	
18:22		16:7		

106:25	40:2,8	18:16	106:10	nice 89:5
109:6	44:22	19:14	125:20	148:22
146:8	74:19	32:21,24	126:7	nich 90:23
159:11,21	75:1 79:9	33:2,5,7,	142:12	night
189:13	80:7	10,12,15,	166:12	74:19
195:4,6,1	84:19	18,24	167:6	75:1 80:7
0 198:6	86:21	35:1,14,2	181:12	nineteen
203:5,6	186:4	2 36:9	184:10	8:16
209:12,13	222:9	118:12	187:1	nobody
,23	224:5	158:22	204:20,21	99:10,14
minds	months	159:7	209:11	Nolan
194:25	53:4,6	163:20	215:10,16	109:10,14
195:6	138:2	166:19	nearly	110:6
mine 17:15	morning	167:3,7,1	22:7	113:4,5
94:3	5:17,18	9 168:13	necessaril	none 25:6
ministry	58:9	170:24	y 90:18	112:17
37:17	59:12	171:1,7	necessary	122:24
minutes	74:16	186:17	74:4	185:2
123:14	79:9	220:2	108:13,15	noon 86:21
146:10,15	84:19	Municipali	115:7	normal
220:18	86:21	ties	162:24	83:12
221:19	150:19	24:17	170:16	103:23
miss	161:6	municipali	195:12	normally
128:16	169:5	ty 46:22	224:2	37:11
missed	183:10	50:9,13	neg 122:2	39:18
155:5	211:15	75:24	negative	87:11,13
missing	222:10	80:15	122:2	94:12
78:20	223:2,7	90:15,18	negotiated	96:12
174:14	226:11	132:3	134:19	99:11
Mississaug	mostly	158:18	negotiatin	104:17
a 171:24	124:9	160:2,10	g 79:12	105:15
misspoke	motion	163:24	132:13	108:10
204:5	119:13	164:2	135:8	118:11
misunderst	120:17	180:7,8	negotiatio	notation
and 27:15	move 11:21	mutual	n 131:16	17:19
MMAH 121:1	38:14	136:18	negotiatio	219:14
Mo 33:5	57:13	myself	ns 101:18	220:3,15
moment	91:23	66:13	102:3	note
81:11	92:11	67:9 69:5	135:8	16:11,12
174:13	156:19	170:4	151:1	28:19
206:10	municipal	213:8	neverthele	60:4
221:23	6:1,4,5,6	<hr/>	ss 159:9	67:17
momentaril	,7,8,11,2	<hr/>	news	70:18
y 76:4	5	narrow	184:5,8	71:11,13,
Monday	8:4,7,14,	187:5	200:24	23 72:3,4
	17 10:4	nature 8:4	Ni 59:10	95:2 96:2
	14:3,16	49:25		111:5
	15:15	56:7		
	16:4,8	98:20		

163:8	36:8,14	106:15	151:3	opening
183:20,23	171:5,6,1	occurred	152:21	11:18
185:22	0,11	26:15	154:8,16,	51:25
193:22,23	OBA 6:6	124:23	24 157:24	operated
202:5	objective	135:5,21	158:7	180:9
221:17	90:22	154:6,14	162:25	opinion
noted	obligation	162:13	172:2	27:8
185:3	19:9	o'clock	189:22	28:11
notes	20:15	96:12	202:13	161:25
39:11	29:19	99:12	213:19	163:21
44:3	97:11	154:2	224:4	180:9
65:10,25	220:6	156:2	OMB 8:3	202:25
66:3,7,9,	obligation	226:17	omission	oppor
12,16	s 18:15	OEB 134:5	17:2	19:17
68:2,5,8,	19:5 20:2	135:6	112:8	opportunit
25 69:3	32:18	offered	onerous	y 20:7
70:14	35:14	218:15	20:22	21:13
74:1	36:2	office	ones 86:22	107:13
76:21	167:12	20:17	87:7	119:19
80:13	obliged	35:3,7,11	92:19	139:5
151:7,12	171:15	,16	110:3	142:22
182:19	195:14	36:8,14	one's	157:3
184:12,23	observatio	43:8	112:16	164:15
185:4,23	n 71:16	103:19	ongoing	165:19
207:8,10	203:8	147:12	42:9	203:23
219:2	observer	164:5	101:17	204:16
Noth 25:6	192:14	171:5,6,1	199:9	205:17,23
nothing	obviously	0	online	206:1,2
28:15	116:2	officials	119:18	210:3,8
29:2	167:2	37:17	Ontario	218:15
30:23	203:6	oh 100:2	1:20 6:5	222:20,21
39:22	208:24	138:9	24:17	opposed
43:22	occasion	213:1	77:5	71:12
49:12	8:5 10:5	okay 9:5	163:20	92:3
94:15	149:2	16:10	onus	opposition
130:16	176:3	41:18	162:7,16	71:20
notice	181:15	59:4	open 39:18	184:9
219:13	192:11	63:11	55:23	options
221:22	199:21	64:14	93:9	93:5
np	204:18	65:17	128:7	order
2:14,18,2	210:14	67:12	154:9	112:5
1	224:10,14	68:10	159:21	170:22,25
nuances	occasions	82:10	opened	214:15
24:8	165:16	85:24	12:10	ordinary
<hr/>	218:8	86:7	51:17,21	87:17
oath	occur	115:23	53:18	organizati
35:7,16		118:25	56:12	ons 24:16
		128:20		

orientatio	18:24	117:22,23	particular	31:19
n 14:1	owe 148:24	118:5	s 223:18	55:13
15:5	149:8	119:4	parties	58:17
34:16	owes	120:12	203:9	61:6
37:15	147:6,9	129:22	partly	64:20
160:7,13	owing	130:2	80:12	65:7,20
173:15	147:18	132:7	partner	72:25
orientatio	owned	136:8,13	5:19	76:9
ns 14:5	80:11	137:15,20	11:16	81:3,8,13
37:18	owner	138:22	36:17	82:1,6
others	96:21	139:1	37:8	86:10
98:25	ownership	141:7	83:10	102:9
159:24	93:21	142:16	170:10	114:1
160:24		143:3	177:16	122:10
199:19		146:9,22	196:9,19	128:10
212:24		173:14	197:14	129:25
otherwise		221:19	198:9	133:18
46:23	p.m 73:9	paragraphs	199:7,22	134:25
77:2	113:22	113:1	200:1	136:11
159:21	114:5	parent	210:10	137:18
216:21	150:11,12	16:3	partners	138:6,24
ought	226:20	47:10	8:19	143:5
161:5	page 3:2	partially	12:11	172:21
162:4	4:2 66:12	88:15	40:19	173:21
outcome	69:4	193:6,22	64:13	175:4
34:8 94:4	71:24	participan	177:9	182:22
97:4	81:6 82:4	ts 124:11	205:4	188:3,9
outcomes	114:4	215:7	212:14	203:14
34:3	123:13	participat	partner's	206:17
outlined	151:8,12	e 121:14	75:6	207:22
191:1	154:25	214:12	partnershi	216:24
outset	156:3,4	participat	p 85:9	217:12
41:1	185:3,23	ed 20:10	137:4	218:25
outside	212:19	37:15	passed	222:1
6:11	219:4	192:5,14	30:9	pausing
18:16	pages	participat	past 6:3,4	110:12
85:25	138:9,10	ing 44:8	103:23,25	113:21
outstandin	paper	158:23	104:6	pay 179:5
g	35:13,15,	particular	Patrick	paying
101:17,24	17,18,22	92:1	2:21	143:20
102:4	36:5	155:3	Paul 2:10	peaked
105:24	158:9,15	167:21	119:9	206:2
overrides	paragraph	179:21	PAUSE	pecu 22:17
147:22	102:7,15	187:25	13:16	pecuniary
overview	104:11	particular	15:10	15:23,24
5:23	105:2	ly 176:3	26:18	16:5,6
	109:9	193:16	30:18	17:1,7
	113:2,16			18:8 20:2
	116:23			22:12,17

23:19,23	161:18	15,19,20	7:13	79:9,11
29:3,7,8,	performing	46:1,4,9,	26:21	86:19
16,19,22,	200:22	11	74:12	88:4
25	perhaps	48:11,20	114:4,10	90:17
30:2,6,22	24:8 34:7	50:6	128:8	91:7
31:6,7	67:8 72:6	73:15	143:16	95:12,13
32:25	164:12	116:14	151:5	96:7
158:24	period	124:4,7,2	154:25	107:13
161:9	21:1	3,25	155:8	108:18
162:10	34:20	125:7	174:2,5	109:17
166:11	53:10	129:4	187:24	113:9
pen 118:18	54:17	185:5	188:6	115:14
penalties	99:5	187:13,17	219:20	116:17
28:3	143:14	195:11	224:16	117:17
pen's	149:17	197:13	pleased	124:24
112:22	164:4,7	213:9,16,	93:18	140:19
people	180:10	21,23	163:6	145:6
28:19,21	186:24	214:11	pleasure	163:17
41:2,12	203:4	215:7	91:1	169:13
89:3	permit	216:8	PM 99:7	174:21
95:15	18:25	phrase	pockets	185:12
120:3	permitted	202:12	162:22	187:12
152:12	21:22	picked	point	190:17
156:9,10	171:19	162:18	7:6,10	195:1
157:17	person	195:11	8:13	199:5
183:1	8:13 16:1	197:12	17:21	206:2
185:13	45:6	piece	20:20	207:4,10,
202:17	119:18	183:22	21:16	14,25
225:17	124:9	185:12	22:5,9,11	pointing
Pepino	220:7,12	pipe 156:1	23:14	24:5
11:16	personally	placeholde	26:22	points
per 166:19	163:9	r 168:17	27:6	60:19
perceived	perspectiv	placing	28:14	61:2,9
23:7	e	147:15	30:21	77:18
percent	68:11,16	plan 121:2	31:3,4	201:14
38:1 39:7	69:11	planning	40:15	police
48:9,21	72:7	6:1,8,12	41:25	25:10
57:10	95:20	8:3	42:24	policy
89:18	97:19	10:2,3	43:21	129:13
95:22	phases	39:20	45:6	politician
103:4	48:12	41:12	48:11,23	s 87:11
176:24	phone	80:14	50:11	portion
performanc	41:22	87:15	51:22	47:18
e	43:8,13,1	plate	52:3,18	104:23
219:14,17	8,22,23	178:4	67:4,8	179:9
220:10	44:4,9	play 25:13	68:25	213:16
performed	45:10,12,	please	69:12	219:22
			72:11,19	220:15,25
			78:21	

221:20	178:11	66:9	152:22,24	160:19
portions	PowerPoint	103:19	153:10,16	183:19
85:2	35:6 40:6	prepared	154:3	185:11
portrayal	153:2	16:25	157:16	186:13
18:13	157:17	56:20	158:5	previous
posed	158:5	102:17,23	165:9,20	89:2
94:13	160:19	103:18	166:9,14,	104:1
124:11	PowerStrea	109:13	16,25	107:25
144:15	m 2:21	117:19	169:22,25	166:3
211:10	6:16	121:5	170:22	previously
positing	10:19	162:22	171:2,19	88:3
222:20	11:24	214:15	172:18	151:23
position	38:15	preparing	173:2	price
25:16	58:25	91:18	174:23	76:17
89:13	76:22	101:7	175:13,16	78:25
107:11	77:1 85:8	130:9	208:18	152:2
111:21	101:11	132:2	209:14,24	210:19
208:20	105:9	165:9	210:4,6,9	principle
positions	109:11,15	present	,12,14,18	162:23
159:17	,18,22	156:21	,22	principles
positive	132:12	165:20	211:18	34:3
94:4 97:4	143:18	166:17,24	presentati	prior
possibilit	144:1	199:22	ons 18:24	6:15,21
ies 226:1	148:9	219:15,23	36:19	10:18,23
possible	155:23	presentati	38:9	11:6,23
88:24	practice	on	100:20	12:24
93:24	8:16	13:19,21,	160:7	13:7
115:21	12:14,20	24,25	165:14,24	14:10
121:8,10	26:12	14:7,9,15	166:3	48:12
possibly	precedent	15:5,8,13	presented	49:17
167:5	106:14	16:14	19:18	59:7
potential	107:16,24	18:5,19	153:3	81:20
39:6 93:6	108:6	19:11,13	173:11	123:22
144:13	113:19	21:7	presenting	124:24
148:7	114:23	22:3,4,20	99:1	125:17
149:15	preconditi	23:6	212:23	127:13,16
159:3	ons	24:25	President	128:18
168:9	106:17,21	31:1,8	109:10	135:20
208:3	,23	33:5	pressure	139:23,25
potentiall	prefer	34:11	146:19	151:17
y 75:20	65:13	35:1,6	presumably	154:6,14
89:9	159:23	36:13,18,	155:17,19	private
power	preparatio	21 37:3	pretty	6:2
69:14,16	n 37:9	38:4,5,11	85:4	privilege
72:12,16	38:18,23	40:6	108:4	108:22
176:25	39:9	100:1,9,1	110:18	128:22
	127:19	7	149:11	privileged
	prepare	101:4,7,1	158:15	7:11,13
		0		

36:24	144:25	158:14	224:8	22:8,22
109:4,7	145:18			45:8
privy 71:6	produce	prove	provides	161:20
148:11	56:5	28:12	128:14	
probably	profession	122:1	providing	pull 13:13
32:10,12	al 5:23	provi	6:17 7:13	30:15
51:25	6:17	48:12	18:24	55:10
59:12		provide	42:4	58:14
60:12	programs	5:22	44:13	63:12
61:13	24:18	8:6,11	57:6	65:5,10,1
62:17	prohibited	9:7,19	92:17	8,24 76:6
79:10	21:22	12:25	109:19	79:22
87:7	22:1	13:4 14:5	123:1	80:25
96:10	prohibits	15:1	186:24	82:4
98:24	158:22	25:16	191:5	101:3
130:15	project	26:24	province	113:20,24
149:12	201:9	33:22	16:19,20,	129:22
164:11	prompt	35:9	25	132:18,25
169:11,14	93:16	36:22	17:4,10	133:16
175:12	proper	50:15	161:21	134:22
187:16	56:6,8	57:9 71:1	provincial	137:14
problem	144:25	85:13	16:17	138:3
200:18	properly	93:4,23	161:19	173:10,17
problems	56:12	104:22	provision	182:19
201:25	145:4	108:25	34:22	pulled
proceeding	193:16	111:21	105:14	31:22
10:11	properties	119:19,20	114:19	purchase
27:15	83:3,5	148:13	116:18	101:18
proceeds	proposal	157:25	136:18	105:8,9
152:12	91:12	184:1	provisions	110:8
process	propose	218:16	25:17	127:10
41:4	82:19	provided	32:20	134:2
42:7,9,17	proposed	9:2 13:11	33:12,14	139:10
44:14	71:21	16:25	83:17	218:6
57:3	94:22	27:7	85:7,9,14	222:12
102:13	188:16	35:18	107:23	223:4
131:16	protect	36:12	114:14	purchaser
136:15	52:12	50:16	136:23	149:9
144:25	protected	57:12	137:2,10	purchasing
219:14,18	93:12	65:25	143:23	143:12
220:11	108:21	66:1	210:20	144:16,17
proclaimed	protecting	85:15	217:18	,21
17:13	52:11	91:4	prudent	145:10,18
procure	201:9,14,	92:20	106:3	146:1,2,5
144:25	19	126:21	107:2,5	purely
procuremen	proud	148:13	108:7	67:1
t 143:23		180:14	public 6:2	purpose
		194:2	11:1 12:3	18:19
		199:15	16:20	19:13
		211:1		
		213:2		

35:10	126:3	, 22	149:16	47:12
105:13	139:12	209:15	194:15, 21	48:16
123:2	168:6	211:10, 22	195:18, 22	54:10
205:19	169:10	, 23	196:13	59:7
purposes	182:9	212:2, 7, 1	198:5, 21	60:3, 4
21:10	190:4, 5, 6	2, 13	199:12	76:4
56:10	, 7 196:17	213:14	202:6	77:13
57:18	202:7	215:16	203:4	84:17
pursuant	203:3	216:1, 7, 1	raising	95:8
11:12	219:19	0	92:10, 14	115:23, 25
pursue	220:23	quick	97:2, 19	117:15
195:16	questionin	39:25	149:21	145:4
196:1	g 7:10	203:17	190:11	148:22
223:10	91:13	quickly	ramificati	156:16
224:8, 21	225:4	110:5	ons 145:5	164:8, 20
225:22	questions	125:25	ran 165:1	168:2
pursued	7:5	quite 24:3	range	179:5
145:4	38:4, 5, 9	47:9	83:12	186:9
pursuing	40:13	68:23	rather	187:5
9:22	41:1	192:7	214:19	189:4
51:18	44:18, 20	217:25	rationale	reason
199:5	60:4	quizzed	103:13	27:3
putting	66:13, 15,	181:12	re	121:25
201:23	18	<hr/>	70:15, 16	141:5
<hr/>	67:21, 23	R	112:4	190:10
Q	68:19	rail 80:10	reaction	193:18
quarter	69:5	raise 9:20	97:12	200:10
5:5	70:14	59:16, 20	131:4	207:16
queried	71:9	60:19	reactions	209:17
203:5	94:13, 14	61:9 74:3	128:4	216:4
query	98:3	78:4	reading	219:19
203:4	99:3, 20	84:12	59:7	224:19
question	101:1	98:9	127:23	reasonable
7:11 8:10	102:12	154:17	222:10	119:25
20:18	122:21	171:22	real 71:12	reasons
27:15	124:10	172:4, 13,	184:9	27:1
31:21	125:2, 14	14 173:1	realize	208:11
38:3 54:9	129:2	193:14	25:24	reassured
66:22, 23	131:20	195:14	really	26:5
67:13	144:12, 15	197:4, 7	11:10	rec 32:17
68:11, 12	146:11	raised	18:25	recall
69:10, 21	149:25	20:25	28:4	11:22
95:17	163:1	40:13	39:11	13:3, 6
99:7	169:12, 19	43:4	40:20	15:6
109:6	180:25	53:7, 25	42:17	18:6, 18
111:18	184:20	63:1 83:8	43:1	19:7, 10
125:4, 24	185:3, 8, 1	92:7		21:2
	0, 23	94:14		22:25
	187:4			24:23
	208:19, 20			

26:1	201:12	130:8,24	24:16	referring
30:11	205:1,2,9	157:14	recommende	45:15
32:2,7	206:13	189:1	d 17:4	47:1,22
34:14,18,	213:17	224:20	recommendi	117:22
20	215:1,9,1	recently	ng 115:7	118:1
35:2,13,1	2,15,21,2	130:23	reconcile	130:18
7 38:4,8	3	142:22	147:23	155:15
41:24	216:2,16	recessing	recor	156:7
48:6,22	recalling	58:11	24:12	refers
49:2	215:18	150:11	record	96:2
50:15	recapitali	recipient	43:9	152:18
52:21	zation	6:6	54:7,8	reflected
59:2 60:1	101:22	recipients	111:6	68:5,8
63:6,23	receipt	86:16	139:13	78:15
66:3	218:14	recognize	140:5	113:1
67:24,25	receive	13:21	red	116:5
68:12	36:25	32:17	74:18,24	121:22
71:5,7,13	84:5	55:15,17	75:9,20	132:7
,18 72:14	140:15	91:2	80:18,20	reflects
73:10	157:11	101:4	100:5	102:16
74:7	223:11	recollecti	reestablis	refresh
75:15	received	on 12:21	hing	32:1
77:7 90:3	23:2	23:7	118:4	120:22
94:25	39:13	26:10	refer 8:19	130:23
100:16,18	43:3	37:22	155:16	refusal
102:19,22	46:15	38:13	reference	76:25
103:3,6	78:6	41:21	72:3	136:21
116:6	83:25	48:7	80:18	217:19
120:2,7	84:3,5	54:10	113:22	regard
122:2,22	118:9	64:4	121:11	25:25
123:21	123:14	66:20	173:14	regarding
124:2,7,1	131:1	69:7,23	referenced	155:20
2,14,17	167:24	70:5,17	59:15	156:14
125:9,10,	189:1	82:25	70:24	158:1
13,15	192:10	100:10	79:19	regardless
126:2	195:23,25	103:12	114:6	160:3
128:1,3	199:3	121:19	125:1	region
130:11	200:21	125:1,6	137:22	77:6
131:3	206:24	130:16	references	regional
138:14	212:12,17	142:18	76:23	149:5
144:15	,18	153:16	88:11	regular
146:3	225:21	173:7	137:23	154:1
147:25	receiving	175:19	referred	regulation
148:6	54:20	213:15	119:7	s 134:6
154:2	55:4 77:7	216:4	136:18	reinserted
155:24	83:25	recollecti	210:15	113:17
157:8,13	84:4	ons 62:24		
160:17	92:14	recommend		
169:12	123:22			
177:4				
184:3,21				

relate	remarks	repeat	91:19	114:23
90:15	170:6	49:5	92:2	118:4
139:9	remarks-	167:18	127:1	120:22
171:16	in-chief	196:17	139:9	requiremen
related	175:15	replaced	140:22	ts 167:18
13:10	remember	110:7	141:10,15	requires
173:3	26:14	replacing	142:7	9:20
relates	30:12	110:10	198:18	requiring
101:17	50:5,6,10	report	reps 46:21	78:3
relating	,17	16:25	82:19,22	res 58:24
13:4	59:5,19	106:16	83:1,8,11	181:3
104:7	61:21	111:1	,12,16	research
122:18	67:22	112:4	94:22	71:10
129:2,8	74:5,23	113:18	95:2	144:14
137:2,25	75:2,13	118:5	188:16,19	reservatio
138:12	95:1	156:24	190:19	ns 216:1
relation	97:13,14	157:6,11	191:11	resolve
44:18	114:24	158:2	repurchase	102:3
45:23	125:13	reported	76:16	resolving
46:12	127:24	220:19	78:24	101:23
70:18	130:14,15	reporter's	request	resource
113:18	138:11	129:20	9:3,15	124:9
148:8	139:15	reporting	28:2 43:4	209:14
relationsh	142:8,13	111:17	61:16	213:14,20
ip 10:23	152:11	114:22	64:12	,21
77:3	156:14,17	118:22	73:17	resources
202:16	175:14	213:12	78:1	24:20,24
relationsh	216:20	represent	92:19	respect
ips	remind	7:23	requested	15:15
164:16	155:22	198:17	102:24	32:19
relayed	remorse	representa	103:1	56:21
204:9	76:19	tion	166:17	111:10
relieved	78:10	96:23	180:15	114:23
192:10	remote	141:1	214:23	117:4
rely 28:11	23:25	198:11	requests	147:10
relying	24:2	representa	43:2	157:6
116:21	removal	tives	require	166:14
rem 122:2	110:25	54:21	85:11	168:11
remained	remove	represente	required	170:8
180:9	114:20	d 139:13	7:25	171:6
remains	115:23	141:9,14	41:14	172:25
159:21	removed	197:17	106:14	175:17
162:1	111:3	198:16	134:4	178:11
remark	115:1	representi	177:20	182:19
185:22	renewed	ng 6:2	requiremen	184:15
	11:22	51:17	t 30:4	190:6,25
	Rep 49:5	52:4,18	110:7,25	191:5
			113:18	

192:8	99:15	41:19	revision	roles 11:7
197:17	126:2	47:15	161:22	51:15
200:11	132:23	48:1 58:3	revisions	Ron 40:12
201:4	133:3,4	82:21	117:8	43:4,10
207:5,8	139:12	83:17	RFP	51:3,5,14
208:13	194:13	85:13	42:5,7,8	52:4
211:5	196:7	88:9	76:21	59:21
212:20	responses	90:24	131:15	74:11
213:20	93:2	101:12	Rick 91:10	88:9,16,2
216:10	195:23	117:9	119:10,17	2 92:2
217:17	196:1,4,6	119:15,22	187:21	95:13
218:16,23	199:4,16	127:13,15	rights	98:25
219:17	responsibi	,17,22	136:20	100:18
222:23	lities	128:17	162:15	111:8
223:12,21	168:10	129:14	rise 25:19	117:2
respectful	responsibi	134:7,11	Ritacca	118:15
ly 90:16	lity	138:1	2:24	122:16
119:16	57:19	139:5	173:13	123:12
respecting	94:1	142:22	226:4,7	124:17
13:12	responsibl	150:20	Rockx	126:23
58:25	e 57:22	153:20	98:25	139:17
94:15	220:3	174:1	100:19	142:9
105:9	result	187:10	130:5,9	177:8
213:18	130:6	188:19,21	131:9,11	195:11
respond	161:17	190:19,24	132:2	196:9,19
90:16	176:21	191:10	154:4	198:16
91:9	184:15	206:25	192:4	210:24
125:4	196:23	220:11	210:25	214:2,3,2
193:24	216:7	reviewed	Rogers	3 218:8
responded	resulted	37:9	199:23	222:4
92:21	220:16	46:15	role 7:22	room
198:22	resuming	82:18	8:21	100:13
responding	58:12	128:21	25:5,7,13	142:9
43:2	150:12	130:22	32:8	154:13
responds	retained	186:4	35:24,25	routine
88:6	12:6,8	188:13	36:4	126:4
93:14	139:17,20	reviewing	43:20	royal
141:23	192:13	37:25	45:3,7	17:13
response	retainer	48:12	53:19	rule
43:12	11:12,17,	83:15	63:10	103:23
72:1 78:3	21 52:24	109:15,19	97:3	run 142:10
88:13	56:21	145:9,14	131:21	Ryan 2:19
90:11	200:5	212:8	140:20	3:7
92:14	201:2	revise	142:18	150:14,15
93:16	review	109:12	159:19	,16,23,25
94:6,7,12	37:24	114:10	161:18	151:3,18,
,18	39:8	155:8,18	200:22	22
96:4,16				152:1,8,1

5,21	215:22	screen	seat	68:14
153:1,5,7	219:15	57:17	28:5,8	106:8
,12,15,19	sat 16:25	127:9	second	108:5
154:8,16,	69:15	176:7	67:13	115:22
21,24	223:17	scroll	80:9 99:7	140:10
155:12,17	satisfa	15:13	135:3	157:18
,25	110:14	31:25	163:20	185:24
156:4,12,	satisfacti	64:22,23	176:13	self-
13,18,23	on	66:12	Secretary	policing
157:2,5,1	105:12,21	70:3 73:1	109:11	25:8
0,15,21,2	110:9,11,	74:9 81:6	section	sell
4	14,15,21	82:8	6:4,5	217:17
158:4,7,1	111:13,22	86:8,12	20:6	seller's
2,16,20	112:9	88:6,14	31:17	76:19
159:1,6,1	120:22	90:11	32:16	78:10
3,22	satisfacto	91:9	34:12	selling
160:3,6,1	ry 91:8	93:13	35:25	57:10
5,23,25	194:20	94:18	36:1	178:11
161:3,12,	satisfied	96:16	114:17,22	179:8,10
15,24	58:5	105:2	sections	186:18
162:3,25	93:11	109:8	105:3	seminar
<hr/> s <hr/>	106:18,19	113:15	seeing	121:1
safe	,20 126:7	114:21	51:25	seminars
138:17	194:13,15	117:25	seek	172:9
sale 39:6	Saturday	120:12	112:10	send 64:1
57:3 67:1	39:10,25	122:13,14	seem 29:5	87:5,9
71:21	73:14	123:5	77:25	123:5,23
76:17	176:19	128:14	93:9	140:9
78:25	save 28:8	133:20,21	152:11	155:23
80:10	saved 28:3	136:16	196:3	205:6
100:22	saw 39:9	137:24	203:19	sending
101:11	40:11	138:8	seemed	59:2,5
104:7,19	63:25	139:11	24:3 45:5	60:25
108:11	73:25	141:22	73:21	108:19
122:18,23	94:7	142:2	161:22	114:24
130:7	118:21	143:15	210:21	122:17
145:17	128:4	146:23	seems 24:6	123:20
148:9	186:5	147:1	34:5	127:14,16
176:24	scale	151:8	162:18	,18
177:2	179:11	156:5	198:25	131:10
193:8	scenario	174:5	212:16	153:21
218:7	25:18	193:20	seen 12:17	156:8
222:11	scope	219:2	34:15	sends
Sandra	127:22	scrolling	40:15	123:12
2:12 55:7	172:5	82:9	43:9,23	214:5
81:20	191:10,16	112:25	55:23,24	sense
82:14		142:19	60:2	61:24
187:21		147:13		
Sara 26:2		se 166:19		

62:3,6	16:17	110:3	218:7	signatures
73:21	serves	several	222:10	105:17
85:22	91:1	14:2	223:4	signed
94:9	service	23:18	shareholde	35:4
106:5,15,	9:19	125:2	r's	125:22
21 108:17	59:25	156:9	52:10,13	128:15
164:8,19	71:3	shameful	105:8	130:4
165:15	101:21	28:15	Shareholde	133:24
172:24	services	30:23	rs 127:10	134:8,11
173:6	6:17	shape	137:11	135:17
208:1	9:2,7	106:2	shares	137:25
sent 40:11	12:25	share 71:2	76:17	144:5,24
43:9	13:4,9	100:22	78:25	147:11
59:3,13	44:13	101:11,18	105:10	220:1
73:10	49:18	105:8	186:18	significan
87:5	70:24	110:7	sharp	t 41:15
104:11	82:20	122:18,23	165:21	97:17
109:11	105:10	127:9	she's	112:6,8
113:5	109:11	130:7	118:10	178:12,24
115:10	134:2,3	139:10	short	179:14,17
116:10	137:21	148:9	224:23	180:24
123:9	138:12,19	223:3	shortfall	181:5,11,
124:3	143:8,21	shared	17:20	18 204:17
128:17	145:21	23:24	shotgun	signing
148:1	146:1	49:18	136:19	107:20
187:21	servicing	70:24	shoulders	124:24
214:11	144:12	100:22	162:17	125:17
217:4	session	137:21	shown	126:6
223:6	37:4	138:12,19	138:12,15	129:2
224:7	54:15	143:8	169:5	130:4
225:14	61:15	144:11	176:7	133:25
sentence	77:17	145:21,25	shows 32:7	135:2,3,9
130:19	80:9	shareholde	shy 29:13	137:23
separate	98:25	r 52:12	sib 17:23	212:6
92:8	100:12	69:17	siblings	216:11
96:22	106:1	85:12	16:12	similarly
141:1	147:14	89:18,20,	17:3,5,6,	106:12
series	152:23	23 110:8	17,24	157:15
66:14	154:3,6,9	127:2	18:1,5,8,	simple
184:20	,10,13,15	189:25	12	187:12
185:3	,18,20	190:4,8,1	161:8,14,	simply
216:7	175:9	4	16	29:1
serve	219:24	200:21,22	sic 82:15	91:20,22
28:19	220:2,4	201:10,15	218:21	168:3,16
147:22	221:5,11	,20	sign 106:5	171:10
166:16	setting	shareholde		190:6
177:20	36:3	rs 136:19		198:10
served	66:17	200:23		223:6
	101:10			

sir 150:9	105:25	38:17	189:8	speaking
163:6	slides	103:19	193:3	62:25
170:5,10	19:2	109:18	197:2	63:1
180:18,21	175:23,24	137:3	204:2	111:17
181:21	176:8	162:21,23	213:25	142:9
182:6	small	170:3	224:16,18	170:23
186:22	39:12	173:10	sort 21:19	speaks
187:5	Society	181:25	57:19	15:14
188:14,17	6:7	208:14	62:18	special
189:3	sold 69:13	209:9	63:24	163:19
190:17	96:20,21	someone's	131:12,19	specialist
204:3	solely	29:10	142:12	6:8 7:1
205:1,8,1	110:23	somewhat	167:25	specialize
9 218:10	221:13	17:19	199:12	d 5:25
219:6	solicitor	140:13	200:18	specific
221:7,23	8:23	143:9	203:8	7:5 12:21
222:6,13	11:12	somewhere	sorted	24:12
sit 5:5	13:8 20:4	164:21	45:9	26:9 36:2
54:15	32:8 48:3	220:18	sought	37:22
98:24	53:20,23	sophistica	28:2,6	38:9,13
146:14	105:12,21	tion	180:8	43:2 48:7
208:7,18	106:6,16	193:18	source	54:10
223:25	110:10,14	sorry	101:20	56:17
226:14	111:1,13	15:12	spark	62:24
sits	129:14	26:21	180:25	63:16
147:20	131:21	27:16	speak	81:16
sitting	163:9,11	32:24	34:11	94:13
11:2,4	164:10,21	40:5,7	42:1,21	103:12
100:14	178:16,25	41:25	43:11	123:19
148:4,23	179:22	42:2,12,1	46:18	164:7
149:4	180:4,6,1	4 45:16	51:22	170:11
situation	2 194:22	49:6 61:3	53:20	175:16
9:10	199:9	64:5 68:6	79:18,19	specifically
24:12	solicitors	72:16,17	87:1	27:5,9,18
27:12	163:18	74:2	99:24	34:22
147:16	202:20	78:16,19,	100:21	35:12
207:25	solicitor'	21 81:10	106:13	50:11
six 226:17	s 72:7	82:3 86:5	110:20	63:7
slide	Solutions	91:21	112:6	100:8
13:19	143:20	121:16	117:16	175:7
15:8,12,1	somebody	129:17	126:17	189:19
3 16:11	68:16	135:3	154:19	218:6
22:3,4	156:1	136:8	169:25	speculatio
23:14	someone	141:12	170:1,11,	n
26:21	9:3 15:20	169:4	19,25	205:9,15
28:14	16:1 20:9	171:4	172:5	spent
31:3	37:16	174:12	181:19	
101:16		175:23	191:19	
		177:15		

201:9,18	stage	29:14	submit	222:19
spirit	18:23	43:6	200:17	summary
32:20	89:7	stepping	submitting	212:19
33:7,12,1	106:20	30:7,22	132:2	Sunday
4,17,23	182:9	steps	subparagra	45:1
34:5,7	standard	49:3,8	ph 118:1	46:14
split	108:3,4	51:9	subsequent	84:19
152:14	stands	108:9	183:4	186:4
spoke 21:4	124:20	stop 5:5,9	211:9	222:9
35:3	start	40:4	subsequent	224:4
61:11,20	20:15	113:2	ly 163:22	supplant
74:16	36:7 66:2	174:6	183:5	168:2
87:7	226:13	story	substance	supplement
98:11	started	184:8	39:19	30:9
124:23	7:23 8:2	strategic	suggest	support
160:7	11:15	77:3	15:2,4	91:5
170:12	36:19	Street	27:9	supposed
200:20	96:12	1:19	34:5,8	21:7,9,12
spoken	99:12	stroked	115:22	,14 53:12
14:20	112:20	219:15	119:16,25	149:8
59:15	163:12	strong	205:16	sure 5:7
61:17	starting	159:20	suggested	7:15
62:17	84:20	struc	110:6	20:14
75:3	154:1	189:14	126:14	25:21
125:23	226:1	structure	129:6	26:5
158:21	starts	46:19	179:14	37:3,5,18
170:13	222:16	47:9	180:23	84:15
176:7	state 89:1	57:2,7	194:23	98:10
spouse	stated	70:1	202:18	103:24
16:3	129:3	structured	203:8	107:19
spouses	143:10	182:7	207:13,16	108:5
17:6	statement	structurin	,25	117:3
161:13,16	106:18	g 83:21	suggesting	123:16
staff	121:14	189:14	64:24	126:24
10:16	192:16	stuck 28:8	114:25	129:11
25:12	statements	160:19	115:16	150:4,6
80:15	83:2	stuff	suggestion	152:13
106:16	states	185:20	20:21	156:7
107:8	139:19	subject	115:5	166:9,13
108:24,25	status	128:22	190:19	168:5
110:25	105:22	146:6	suggestion	174:3
112:4	statutory	158:10	s 90:14	178:20
113:11,13	35:23	submission	suggests	192:2
156:24	114:14	s 161:20	120:20	194:22
157:6,11	step		190:23	196:3
158:1	21:14,23		191:2	197:16
219:15				205:21
220:12				214:18

surely 181:16,18 194:21	213:11	64:15	theirs 15:23	thirty 17:16 166:2
surmise 63:24	tasks 94:13	93:16	theme 50:18	thoughts 184:2 208:13
surprised 87:5,9	tax 68:11,15 69:11	133:11	themselves 25:10 162:16 191:20	throes 176:23 177:2
suspect 48:2 54:6 160:21	team 90:25 119:22	150:1	therefore 58:4 170:14 216:11	throughout 20:16 38:11 44:14 143:13 160:13 161:21 180:10 202:10 211:14
Sworn 3:5 5:13	teleconfer ence 73:4 121:9	151:3,8 152:21 153:19 157:24 162:3,25 163:14 164:13 169:20 172:16,19 173:5 174:18 176:9,15, 20 178:14 180:22 182:10 183:18 184:18 185:9 188:23 190:2 191:21 194:12 199:17 200:3 201:6 202:3,8 203:12 205:13 206:14,15 207:20 208:10 209:22 210:13 211:2 215:14,21 216:22 217:10 219:11 221:16 222:14 225:5,6,9 ,24 226:18	there's 16:11 20:6,7 25:7 27:12 29:2,20 30:8,23 35:23,24, 25 36:2 50:5 56:4 60:14 65:11 66:12,13, 14 89:23 92:11 101:19 106:9 110:25 121:11 123:3 149:1 184:20 219:13	tickets 167:24
<hr/> T <hr/>	template 103:24		tier 149:6,7	
table 3:1 21:14,24	ten 17:13 61:13		tight 172:7	
tactful 118:10	tender 143:22		till 38:11	
taking 44:2 66:3 121:5 210:22	term 8:22 9:24 14:4 20:16		Timothy 2:14	
talk 19:13 75:4 129:19 161:4 170:16 193:7	terminatio n 144:13		title 8:22,24 15:14	
talked 40:25 126:15	terms 26:3 110:3 115:16 186:8 191:23		TOC 101:4	
talking 41:4 58:1 60:10,11 62:22 74:14 75:21 185:13	testified 75:23 150:20 152:22 153:23 158:8 159:2 161:5,13 183:25		TOC0512153 4:4 218:23	
talks 137:24	testimony 39:9 52:8 79:16 182:25 189:13 199:21		TOC534828 30:15	
targeted 125:2	th 108:23	Thanks 92:10 97:22	they'd 107:18 186:10	today 7:10 8:17 32:13 37:10 140:21 151:8,11 152:16 153:17 155:3
task 47:17	thank 31:10 42:14		they're 21:12,13 28:20 30:21 148:4 181:17 214:19	
tasked 212:17,22			third 27:6 68:10 111:8	

162:2	36:14	132:11,22	initiated	52:5
179:7	37:1 40:9	134:1,14,	40:21	57:2,4,7
201:3	43:3	20	43:6	59:1
tomorrow	44:11	137:1,6	Town's	61:10,22
226:2,8,1	45:22	139:4,14,	48:13,16,	70:23
0,14,17	48:3,18	17,21	23 53:23	71:2,21
tonight	49:3,8,20	140:4,12,	66:25	76:18
5:4	,23	15,21	67:10,14,	79:1,13
top 62:1	52:4,24	141:1,9,1	22	94:5
68:3 69:3	53:9,13,1	0,14,15,1	88:18,24	100:22
73:2	9,20,23	6,24	89:25	111:2,12
74:10	58:23	142:1	97:19,20	117:6,13
86:13	68:21	143:12,19	98:13,17	122:18,23
96:16	69:16	144:16	103:25	125:18,20
118:8	70:25	145:20	105:12,21	126:21
topic	72:7	147:9	112:11	127:5
37:3,13,1	73:18	149:22	120:15	130:3
9,22	78:5,9	150:17	179:6,7	133:25
145:21	79:13,20	152:9	193:23	135:5,6
149:19,21	81:16	163:9,11,	194:21	139:10
156:19	82:20,22	18	Town-	140:6,20,
160:12,21	83:3,7,24	164:10,16	solicitor	23 142:18
171:12	84:3 85:8	,19,21,23	76:2	145:9
172:4	88:17	169:8,22	track	152:13,24
175:10	90:21	178:10,15	181:11	156:18,20
221:14	91:13,20	,16,25	tracking	176:23
topics	92:3,6	179:22	57:19	177:12,18
14:6,19	93:20	180:3,4,5	training	178:9,12,
15:1,4	94:21,22	,12	23:2	24 179:14
161:2	95:20	181:25	tran 49:4	180:25
170:13	96:18,22	184:5	181:11	181:6,11,
172:10	97:9	188:22,25	trans	13,15,18,
Toronto	101:20	189:24	139:10	20
226:10	102:3	190:8	transactio	204:10,18
totally	104:7	194:9	n 6:16	,20,22
28:1	106:6,16	196:13	10:19,24	206:3
93:25	108:11,24	197:9,16	11:6,24	207:5,6,1
town	,25	198:11,12	12:25	7
1:2,17	110:1,10,	,13,16,17	13:8	208:3,14,
2:18 5:4	14,25	,19	38:15	24
7:17,22	111:13	199:9,14,	42:25	209:6,19
8:10,22,2	112:14	15 200:6	43:20	210:23
5 9:3,25	113:11,13	201:2	44:18	211:6
11:11,13,	116:7,9,1	202:16	45:4,23	223:19
17 13:8	7 120:25	204:17	46:12	225:19
20:4	123:17	209:10	48:14,24	transactio
26:23	126:7,21,	213:14	49:4,9,18	ns 101:19
32:8	25	217:16,24	51:1,2,6	transcript
	127:1,4	223:21		3:17
	129:13	224:7		65:11,14
	131:21,24	Town-		

66:1,7	81:15	127:10	153:2	8:1
153:8	125:4	136:19	170:2,21	undertook
transcript	164:8	137:10	182:11	44:5
ion 151:6	187:10	218:7	211:8	undesirabl
travel	205:23	222:11	224:3	e 114:20
16:19	T's 107:10	uncertain	understand	unease
treasurers	Tuesday	208:23	ing 19:4	61:24
24:18	116:11	209:3	24:22	62:6,11
treat	176:13	uncertaint	29:24	unfortunat
36:23,24	turn 102:6	y 98:16	30:16	ely
treats	158:8	uncomforta	45:21	162:21
37:12	187:20,24	ble 208:4	51:14	unhappy
trepidatio	turned	209:5,19	52:25	195:21
us	131:17	understand	53:2,15	unless 7:3
208:2,23	TV 199:23	8:8 9:11	75:9	30:7,8
Triangle	twelve	11:5,7	77:11,14	68:16
77:5	8:18	14:14,24	79:4 85:5	unnamed
tried	138:2	15:25	95:11	95:8
149:10	twenty	16:4 30:5	98:19	unnecessar
trigger	166:1	31:15	109:3	y 114:19
146:5	twenty-	33:23	111:11	115:1
trouble	four	37:20,21	126:6,11	unreasonab
193:10,13	112:21	43:25	127:1	le
,15	twice	44:9,12	129:15	115:6,15,
198:7,9	111:7	45:3	131:13	19
199:10	type 7:25	47:12,16,	139:19	unusual
222:8	types	20,25	141:24	87:23
223:18	85:14	48:13	142:4	103:17,21
225:18	typically	52:4	178:9	104:3
troubling	103:18	54:20	211:5	upcoming
143:11	108:10	60:11	understood	130:7
true 60:6	<hr/>	65:10	41:7	update
133:3	U	74:24	51:16	101:10
trust 91:6	ultimate	75:20	52:23	107:14
try 5:6	111:9	79:25	88:22	175:8
28:10	117:19	89:16	96:24	upon 5:1
148:24	unable	91:10	97:2,3,10	28:11
226:14	184:21	94:1,3	99:23	58:11,12
trying	190:23	104:19	108:21	150:11,12
18:12	unan	113:9	165:4	226:20
36:5	137:10	117:11	179:10,16	upper
43:25	unanimous	128:21	189:20	149:6
48:14	85:11	130:2	196:24	upper-tier
60:25	91:5	131:8	197:19,22	149:4
65:24	110:8	132:4	198:19	useful
		133:9	undertake	
		140:14,20	38:24	
		143:9	180:5	
		151:10	undertaken	

28:12	109:12	warranties	100:5	65:16
173:17	111:9,24	46:21	week 5:6	141:17
usual	117:19	82:19,22	46:14	172:8
10:10,13	155:24	83:1,8,11	weeks	173:19
usually	versions	,13,16	181:23	176:13
10:5	123:12	94:23	weigh	177:23
28:3,20	127:9	95:3	167:6	187:8
87:14,23	214:6	188:16,20	weighing	193:17
148:17	versus	190:19	111:25	201:21
163:19	149:5	191:11	weight	208:23
172:10	via 86:20	warranty	170:8	whatsoever
utilities	213:16	83:4	we'll 5:8	122:24
2:7 12:3	Vice	wasn't 9:3	46:25	whenever
77:4	109:10	26:12	57:16	135:21
129:8	view 27:11	41:14	58:9 76:3	whereas
utility	139:23	42:16	90:1	104:17,22
105:10	159:20	43:23	110:5	,23
145:17	161:7	79:14	122:16	whereby
176:24,25	166:5	84:10	146:14	76:15
	191:5	103:23	190:16	78:24
<hr/> V <hr/>	194:7,8	111:14	199:18,19	whether
vague	viewed	139:14	225:8	19:10,18
11:10	96:18	140:11,25	226:13	25:18
32:15	115:14	148:11	Wendy	35:19
49:25	viewpoint	154:22,23	226:24	45:9
216:19	193:7	163:17	we're	67:14
vaguely	views	165:21,22	34:12	69:13
135:13,15	110:13	166:2	40:24	71:20
value 9:18	111:3	170:18	42:15	82:22
27:18	184:14	174:22	81:15,17	83:7,11
83:25	void 20:8	176:2	107:10	84:3 90:4
84:4	145:1	179:11,19	142:10	100:7
167:22	voidable	,20	152:16	109:6
189:2	145:2	194:14	178:5	120:23
190:6	voided	196:7	221:23	125:9
variety	159:4	198:18	we've	130:9
157:16	vote 20:9	212:13	20:20,21	132:1
various	21:15,25	215:19	27:1	135:25
14:5	<hr/> W <hr/>	watch	31:22	140:21
47:11	wait 38:11	199:21	81:18	146:4
144:1	walk	Watson 2:7	82:12,13	168:6
vary 24:3	143:15	ways 85:7	103:22	181:9
vendor	walked	wearing	117:3	184:21
149:9	112:15	45:9,10	141:24	190:5
version		Wednesday	215:21	192:8
56:17		43:7	217:2	196:13
104:21		44:23	whatever	198:11
		73:18		199:18
				205:23

220:24	177:16,19	117:7	199:23	
whimpered	wishes	118:19	200:13,15	
115:25	25:21	206:7	201:11	
whole	73:8	works 11:1	202:1	
36:1,15	witness	45:8	205:5	
97:15	5:10	204:18	yet 75:3	
whom 68:12	224:25	worry	you'll	
69:11	225:3	158:13	155:6	
140:18	witnesses	worth	159:6,22	
156:7	5:7,8	115:3	174:7	
161:9	wondering	128:5	193:5	
198:12	64:11	worthwhile	221:20	
209:18	68:13,19	115:12	yours	
who's	69:6	116:2	180:17	
57:22	97:18	write	181:16	
whose	151:15	35:15,21	yourself	
193:7,22	207:3	84:20	34:7 99:8	
William	Woodworth	88:14	163:10	
2:18	226:24	139:12	164:9	
Wingrove	wording	writes	178:16	
42:22	168:8	74:10	199:12	
59:15,20	work 7:25	78:17	you've	
60:10	9:14,15,1	116:25	27:2	
61:9	7 11:11	119:11	34:15	
62:5,25	13:8	130:4	43:9	
64:7	27:24	134:1	56:3,12	
70:11	39:21	writing	58:3 66:1	
81:24	41:15	86:24	82:18	
86:15	49:23	219:5,9	91:25	
87:1 96:8	56:22	written	112:15	
98:6,11	94:12	27:7,9,19	113:1	
100:7	118:11,12	35:13	140:21	
103:7	126:13	151:12,19	144:23,24	
104:12	163:23	158:9	153:17	
108:20	164:1	wrong	158:8,21	
123:7	165:19	28:2,7	159:2	
125:2,13,	180:4	wrote 36:5	169:7	
19	worked	66:17	175:21	
174:8,14	10:2 50:1	68:20,25	179:20	
208:1	106:4	69:3	181:16	
215:25	180:7	97:21	188:12	
216:6,9	186:22	118:23	191:1	
225:18	working	141:5	194:23	
wish 77:1	7:17	193:21	221:1	
170:6	50:25			
wished	51:1			
91:20,22	77:23			
	80:14			
		<hr/>		
		Y		
		<hr/>		
		yesterday		