



“When You Talk - We Listen!”



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

May 17th, 2019

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APPEARANCES

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John Mather) Associate Inquiry
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1	TABLE OF CONTENTS	
2		PAGE NO.
3	List of Exhibits	4
4		
5	CINDY SHUTTLEWORTH, Previously Sworn	
6	Continued Examination-in-Chief	
7	by Mr. John Mather	7
8	Cross-examination by Mr. Ryan Breedon	33
9	Cross-examination by Mr. Frederick Chenoweth	50
10	Cross-examination by Mr. George Marron	94
11	Cross-examination by Mr. Tim Fryer	98
12	Cross-examination by Mr. Bonwick	135
13	Re-Direct examination by Mr. John Mather	148
14		
15	PAMELA HOGG, Affirmed	
16	Examination-in-Chief by Mr. John Mather	152
17	Cross-examination by Ms. Andrea Wheeler	166
18	Cross-examination by Mr. Tim Fryer	180
19	Cross-examination by Mr. Michael Watson	182
20	Cross-examination by Mr. Paul Bonwick	194
21	Cross-examination by Mr. Fred Chenoweth	205
22	Re-Direct Examination by Mr. John Mather	221
23	Re-Cross-examination by Mr. Fred Chenoweth	353
24		
25		

1	TABLE OF CONTENTS	
2		Page No.
3		
4	KIM WINGROVE, Previously Sworn	
5	Cross-examination by Mr. George Marron	225
6	Cross-examination by Mr. Michael Watson	268
7	Cross-examination by Mr. Paul Bonwick	290
8	Cross-examination by Mr. Ryan Breedon	319
9	Re-Direct Examination by Ms. Kate McGrann	347
10		
11		
12		
13		
14		
15		
16		
17	Certificate of Transcript	356
18		
19		
20		
21		
22		
23		
24		
25		

List of Exhibits		
Exhibit No.	Description	Page No.
140	ALE0004352	
141	CPS0006971	
142	CBB0000154	
143	CPS0003132	
144	CPS0009048_00001	
145	TOC0117382	
146	CPS0009196_00001	
147	CPS0003130	
148	TOC0515646	
149	DFA0000039	
150	CJI0006676	
151	AFF0000003	
152	KPM0001662	
153	CPS0005646	
154	TOC0534828	
155	TOC0049604	
156	TOC0044451	
157	CJI0007951	
158	CPS0005544	
159	ALE0001644	
160	KPM0002403	

1 --- Upon commencing at 10:04 a.m.

2

3 THE HONOURABLE FRANK MARROCCO: Before
4 we get started, let me just deal with this matter that
5 came up yesterday in terms of whether there was a --
6 whether certain testimony should be -- I think the
7 word that was used, 'expunged'.

8 Even if I have the jurisdiction to do
9 that, I'm disinclined to do it. It was in questions
10 that were asked, and the answers were marginally
11 connected to what we were doing.

12 Even -- I'm not basing it on the
13 failure to object in the moment, because no one would
14 know the questions were coming. I -- I think counsel
15 could object after the fact and still make the
16 objection, but I'm not prepared to exercise any
17 discretion I might have and expunge the testimony.

18 If there's an assertion that some kind
19 of privilege has been engaged, then I'll receive
20 written submissions on that question, and I'll respond
21 appropriately. And obviously, submissions on the
22 question should be circulated. If there's a problem
23 about the disclosure of something in the submissions
24 to the other parties, then if counsel can raise it
25 with me, and I'll give directions.

1

2

CINDY SHUTTLEWORTH, Previously Sworn

3

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

5

MR. JOHN MATHER: Good morning, again,

6

Ms. Shuttleworth.

7

MS. CINDY SHUTTLEWORTH: Good morning.

8

MR. JOHN MATHER: When we left off

9

yesterday, we were discussing the provision of

10

something that was being termed in-kind services. And

11

from what I understand from your evidence is that one

12

(1) form of an in-kind service was when Collus Power

13

provided a service to the Town and did not receive any

14

compensation in return.

15

Do I have that right?

16

MS. CINDY SHUTTLEWORTH: Correct.

17

MR. JOHN MATHER: And so I take it,

18

then, this was a form of -- a -- a form of a benefit

19

to the Town who, prior to the Transaction, was the

20

sole -- sole shareholder?

21

MS. CINDY SHUTTLEWORTH: Correct.

22

MR. JOHN MATHER: And then you were

23

explaining that after you became CFO, you started

24

building the Town directly wherever you could?

25

MS. CINDY SHUTTLEWORTH: Yes.

1 MR. JOHN MATHER: As opportunity --
2 and I take it that's as opposed to the previous
3 practice of not charging the Town, and deeming that to
4 be a form of in-kind service?

5 MS. CINDY SHUTTLEWORTH: Correct.

6 MR. JOHN MATHER: So -- okay. And so
7 then you said that this was much more equitable and
8 fair once PowerStream became a partner in Collus.
9 What did you mean by that?

10 MS. CINDY SHUTTLEWORTH: In order for
11 dividends to be fair, there needs to be net income
12 that's fair. And if certain benefits are being
13 provided to the Town, that means our expenses are
14 higher, and in turn, the other partner would be losing
15 out, as well as those expenses in that corporation.

16 The tax implications of putting
17 expenses in Collus Power when it's really from a non-
18 taxable entity of the Town of Collingwood is also a
19 concern.

20 MR. JOHN MATHER: So I understand the
21 first component of your answer to -- to mean -- and
22 correct me if I'm wrong -- that if Collus is not
23 billing the Town for a service it's providing, that's
24 increasing Collus's expense to the benefit of only one
25 (1) of the two (2) shareholders?

1 MS. CINDY SHUTTLEWORTH: That's
2 correct.

3 MR. JOHN MATHER: My understanding is
4 you were involved in the transaction discussions and
5 negotiations that led to the share purchase agreement
6 and unanimous shareholders agreement being executed in
7 July 2012?

8 MS. CINDY SHUTTLEWORTH: No. I wasn't
9 really involved with anything to do with the RFP or
10 agreement.

11 MR. JOHN MATHER: What was your
12 involvement in the Transaction component of the sale?

13 MS. CINDY SHUTTLEWORTH: I provided
14 information to the data room for the various bidders
15 to look at, and then subsequent to PowerStream being
16 selected, I provided more information to the data room
17 as they tried to determine their -- the closing
18 issues.

19 I secured a \$6.3 million loan with
20 Infrastructure Ontario, which is quite an extensive
21 amount of work to get that amount of money into the
22 Corporation in order for us to pay the
23 recapitalization dividend to the Town.

24 And I assisted KPMG with the
25 information required to calculate the recapitalization

1 dividend. And I did the financial statements for the
2 July 31st, 2012 stub period end, as well as the
3 December 31st, 2012, since we had two (2) year-ends
4 that year.

5 MR. JOHN MATHER: So it sounds like
6 you provided a form of financial support leading up to
7 the closing. Is that a fair summary?

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. JOHN MATHER: Do you know, as the
10 closing was approaching -- so after PowerStream
11 selected in -- formally selected in -- in January
12 2011, up till the closing in July -- sorry, January
13 2012, up to the closing in July 2012, if there was any
14 discussion between Collus and PowerStream about in-
15 kind services, and how they would be treated after the
16 closing?

17 MS. CINDY SHUTTLEWORTH: I don't
18 recall that, no.

19 MR. JOHN MATHER: Do you know if there
20 was -- are you aware of any discussion about whether
21 or not in-kind services would continue?

22 MS. CINDY SHUTTLEWORTH: I don't
23 recall either.

24 MR. JOHN MATHER: What is your
25 collection of what was supposed to happen with the

1 shared services agreements prior to the closing date
2 of July 31st, 2012?

3 MS. CINDY SHUTTLEWORTH: I -- I
4 believe there was intention to have those completed
5 before July 31st, and that was not able to be done.

6 MR. JOHN MATHER: And what is your
7 understanding as to why those shared services
8 agreements weren't completed prior to July 31st, 2012?

9 MS. CINDY SHUTTLEWORTH: Because of
10 all the work involved in closing the actual
11 transaction.

12 MR. JOHN MATHER: So is that some of
13 the work you were already discussing in terms of
14 securing a loan from Infrastructure Ontario?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. JOHN MATHER: And preparing
17 financial statements?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. JOHN MATHER: Is there any other
20 reasons that you're aware of that the shared services
21 agreements weren't complete prior to the closing?

22 MS. CINDY SHUTTLEWORTH: Well, Tim
23 Fryer had been away for two (2) months or so around
24 the spring, so that made things a little bit even more
25 hectic.

1 MR. JOHN MATHER: And that's because
2 he was an individual who had knowledge of how the
3 shared services agreements operated?

4 MS. CINDY SHUTTLEWORTH: Correct.

5 MR. JOHN MATHER: Were you aware of
6 any discussions about extending the closing date
7 because the shared services agreements were not
8 complete?

9 MS. CINDY SHUTTLEWORTH: No.

10 MR. JOHN MATHER: Are you aware of any
11 discussions about whether or not Collus should hire a
12 consultant who could assist in sorting out the shared
13 services agreements before the closing date?

14 MS. CINDY SHUTTLEWORTH: No.

15 MR. JOHN MATHER: And it's my
16 understanding that a consultant was hired in late 2012
17 to assist with that sort of task. Is that fair?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. JOHN MATHER: Do you, in -- in the
20 role you had, did you have any understanding of why a
21 closing date of July 31st, 2012, was the date that was
22 selected?

23 MS. CINDY SHUTTLEWORTH: I believe the
24 Share Purchase Agreement would have outlined how many
25 days between the time the OEB approved and we were

1 supposed to close.

2 MR. JOHN MATHER: Okay. So that was -
3 - do you know how it was determined what that period
4 of time would be between the OEB approval and closing
5 the transaction?

6 MS. CINDY SHUTTLEWORTH: No.

7 MR. JOHN MATHER: If we could turn up
8 paragraph 621 of Foundation Document 1?

9 THE HONOURABLE FRANK MARROCCO: Are
10 you leaving this?

11 MR. JOHN MATHER: Yes.

12 THE HONOURABLE FRANK MARROCCO:
13 Approximately how long do you think it would have
14 taken to deal with the shared services and -- and --
15 and properly apportion them?

16 MS. CINDY SHUTTLEWORTH: I would say
17 with other duties involved, the better part of six (6)
18 or seven (7) months, to be able to be focused on that,
19 between dealing back and forth with lawyers and
20 revisions --

21 THE HONOURABLE FRANK MARROCCO: I
22 don't understand. Six (6) or seven (7) months if
23 you're doing other things or six (6) or seven (7)
24 months if you're not doing other things?

25 MS. CINDY SHUTTLEWORTH: With regular

1 routine duties and no other significant projects, six
2 (6) or seven (7) months.

3 THE HONOURABLE FRANK MARROCCO: So in
4 order to finalize the issues around the shared
5 services agreement, you -- you would have required six
6 (6) or seven (7) months, and in addition -- and you
7 could have -- and you correct me if I'm wrong.

8 I'm just trying to understand what you
9 -- what the issue is. Six (6) or seven (7) months and
10 in that six (6) or seven (7) months the person doing
11 that would be doing their regular duties?

12 MS. CINDY SHUTTLEWORTH: Yes.

13 THE HONOURABLE FRANK MARROCCO: So if
14 the agreements were signed in January, June, or July--

15 MS. CINDY SHUTTLEWORTH: Yes.

16 THE HONOURABLE FRANK MARROCCO: --
17 would have been when you would have expected this to
18 be resolved?

19 MS. CINDY SHUTTLEWORTH: Yes.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: So Paragraph 621 of
25 Foundation Document 1.

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So, Ms.

4 Shuttleworth, I'm bringing you here to orient you in
5 time a bit. So paragraph 621 talks about on March
6 6th, 2012, Sandra Cooper and Ed Houghton, on behalf of
7 the Town and the Collus entities, signed a letter
8 confirming their intention that the Town of
9 Collingwood continue to purchase services under the
10 services agreements.

11 And then if we scroll down to paragraph
12 622, says:

13 "Four (4) months later at the
14 closing of the transaction, which
15 was July 31st, 2012, PowerStream
16 drafted a supplementary agreement
17 which waived the obligation to
18 finalize the shared services
19 agreements. The supplementary
20 agreement which was signed by the
21 Sandra Cooper, Sara Almas, and Ed
22 Houghton, stated that the services
23 agreements will be reviewed and
24 amended within twelve (12) months to
25 comply with certain conditions, and

1 the conditions included,"

2 And then there's a summary that we'll
3 come back to, but right now I want to pull up the
4 agreement itself, ALE4352.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: And if we could just
9 do a quick scroll so Ms. Shuttleworth can see what's
10 being referred to here. Keep going. Just want to get
11 a sense of the full letter. Keep going. So we'll
12 keep scrolling through, Ms. Shuttleworth, but my
13 question for you is whether or not you recall
14 reviewing this letter agreement on or around July
15 31st, 2012.

16 MS. CINDY SHUTTLEWORTH: No, I
17 couldn't recall it. I did remember the letter from
18 March, but this one (1) was -- was not something I
19 could recall.

20 MR. JOHN MATHER: And I just -- just
21 to clarify the letter from March, I believe is the one
22 (1) that was spoken about. It's in the first
23 paragraph we looked at from Mayor Cooper, confirming
24 that the Town would continue to purchase services
25 under the shared services agreements?

1 MS. CINDY SHUTTLEWORTH: I believe so,
2 but I -- if I saw it on the screen, I could confirm
3 that for certain.

4 MR. JOHN MATHER: Okay. We'll go back
5 to it and then we can check if we need to. I'm just
6 focusing on this letter. So did you become aware of
7 this letter once you became the CFO of the Collus
8 entities in fall of 2012?

9 MS. CINDY SHUTTLEWORTH: I honestly
10 can't exactly recall this letter.

11 MR. JOHN MATHER: When do you -- do
12 you -- do recall at any point in time becoming aware
13 of this letter?

14 MS. CINDY SHUTTLEWORTH: When we were
15 discussing it earlier this week, yes.

16 MR. JOHN MATHER: But in the context
17 of the judicial inquiry?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. JOHN MATHER: So if we could go
20 back to paragraph 621 of Foundation Document 1. So
21 this describes a March 6th letter.

22 Is that the letter you were speaking
23 about earlier?

24 MS. CINDY SHUTTLEWORTH: I believe so
25 but I can't see it on the screen.

1 THE HONOURABLE FRANK MARROCCO: Well,
2 I guess you need to see --

3 MR. JOHN MATHER: Yeah. We can --

4 THE HONOURABLE FRANK MARROCCO: You
5 would need to see the letter.

6

7 CONTINUED BY MR. JOHN MATHER:

8 MR. JOHN MATHER: CPS6971.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: And if we can -- if
13 -- one (1) second.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: Page 243, please.
18 Sorry, page 319.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: So if we could just
23 scroll through -- through this letter.

24 MS. CINDY SHUTTLEWORTH: Yes. This is
25 the letter that I can recall clearly that the Town of

1 Collingwood had every intention to continue on with
2 the shared services.

3 MR. JOHN MATHER: Okay, thank you. So
4 if we could go back to paragraph 622 of the Foundation
5 Document.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: So this is -- this
10 paragraph summarizes the other letter we were looking
11 at, the July 31st, 2012, letter, and I have -- and as
12 we said that -- it stated that:

13 "The shared services agreement will
14 be reviewed and amended within
15 twelve (12) months to comply with
16 certain conditions."

17 It's our understanding that the shared
18 services agreements were not amended within twelve
19 (12) months. Is that correct?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. JOHN MATHER: Do you know why they
22 weren't amended within the 12-month period
23 contemplated here?

24 MS. CINDY SHUTTLEWORTH: We began with
25 a simple one (1), which was the computer lease, and

1 was able to update that one, and then John Brown came
2 into the picture and we were unable to reach any
3 negotiations on any matters, and it became halted.

4 MR. JOHN MATHER: Okay. And so I have
5 a couple of questions about the conditions that are
6 summarized here.

7 The first condition says that Collus
8 PowerStream would provide services to the Town of
9 Collingwood on a fully allocated basis, plus a return
10 on investment.

11 Do you -- do you -- what -- do you
12 understand what is meant by fully allocated basis?

13 MS. CINDY SHUTTLEWORTH: That the
14 costs would be done as they were now to either Water
15 or Power on a cost basis, but in this case it's also
16 indicating there would be some return on investment as
17 well.

18 MR. JOHN MATHER: And do you know
19 whether or not, after July 31st, 2012, Collus
20 Solutions, I take it, would be the -- the company that
21 was billing for this, whether they charged a return on
22 investment?

23 MS. CINDY SHUTTLEWORTH: There was no
24 return charged, as we were unable to ever get to a --
25 a new agreement.

1 MR. JOHN MATHER: And I understand
2 from you yesterday that prior to the sales
3 transaction, and it was your understanding that Collus
4 Solutions did not charge a return on investment in
5 allocating its costs.

6 MS. CINDY SHUTTLEWORTH: That's
7 correct.

8 MR. JOHN MATHER: So if we can go to
9 subparagraph (c). So this paragraph says that:

10 "The shared services agreement would
11 be reviewed annually so that the
12 costs of the services under the
13 agreements could be revised. If the
14 parties could not agree on a revised
15 cost of services, the cost would
16 increase by 3.5 percent of the
17 previous year's costs."

18 Do you know if prior to the transaction
19 the shared services agreements in place as between the
20 Collus entities contemplated a specific percentage
21 annual increase in the costs?

22 MS. CINDY SHUTTLEWORTH: I don't
23 recall what was written in the agreement. But I know
24 that we were not applying any increase from year over
25 year.

1 The only increase that would be
2 realized would be the general increase in a person's
3 wages, as those costs were allocated out to the two
4 (2) companies.

5 MR. JOHN MATHER: In -- in -- you
6 know, in your view, would a 3.5 percent increase from
7 year to year be high?

8 MS. CINDY SHUTTLEWORTH: The inflation
9 factor in recent years has not been that high. So I
10 would assume that or speculate that a 3.5 percent
11 increase would be to encourage that -- that agreement
12 was finalized year over year. Otherwise, it would
13 just be a 3.5 percent applied.

14 MR. JOHN MATHER: So I -- I take it
15 from your answer that you're assuming that the purpose
16 of this 3.5 percent increase would be to incentivize
17 the parties to come to an agreement?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. JOHN MATHER: Okay. Do you know
20 if after the --

21 THE HONOURABLE FRANK MARROCCO: Just
22 one (1) second.

23 MR. JOHN MATHER: Yes.

24 THE HONOURABLE FRANK MARROCCO: I
25 don't quite understand. The costs would increase by

1 3.5 percent, I understand that. So why does that
2 incentivize both parties to come to an agreement?

3 MS. CINDY SHUTTLEWORTH: Likely if
4 they were doing an increase year over year, a large
5 consideration of it would be inflation. And since
6 inflation is usually much less than 3.5 percent, that
7 would drive or encourage both parties to come to an
8 agreement before that happened.

9 THE HONOURABLE FRANK MARROCCO: But
10 both parties, one (1) is Collus PowerStream and the
11 other is the Town?

12 MS. CINDY SHUTTLEWORTH: Yes.

13 THE HONOURABLE FRANK MARROCCO: And
14 the costs that they're trying to apportion increased
15 by 3.5 percent?

16 MS. CINDY SHUTTLEWORTH: Yes.

17 THE HONOURABLE FRANK MARROCCO: But
18 how does that incentivize the -- I appreciate it
19 increases the number by lower than inflation, but how
20 does that incentivize both of them --

21 MS. CINDY SHUTTLEWORTH: Well --

22 THE HONOURABLE FRANK MARROCCO: -- to
23 avoid that happening?

24 MS. CINDY SHUTTLEWORTH: It would be
25 more incentive for the Town or water to come to an

1 agreement --

2 THE HONOURABLE FRANK MARROCCO: Right.

3 MS. CINDY SHUTTLEWORTH: -- because
4 the percentage would likely be less than 3.5 if they
5 could come to that agreement.

6 THE HONOURABLE FRANK MARROCCO: So it
7 -- it really prejudices or works to the disadvantage
8 of the Town, rather than Collus PowerStream, am I
9 correct in that or not?

10 MS. CINDY SHUTTLEWORTH: Yes, I would
11 think that they -- they would be better off to come to
12 an agreement at less than the 3.5.

13 THE HONOURABLE FRANK MARROCCO: So is
14 this going to be one-sided in that sense?

15 MS. CINDY SHUTTLEWORTH: No, I think
16 it's normal to have something like that in there, but
17 again, I'm speculating as to the reason why it's 3.5
18 since I wouldn't have been involved in a discussion
19 for that term.

20 THE HONOURABLE FRANK MARROCCO: But
21 not speculating as to the normalcy of having a term
22 like this?

23 MS. CINDY SHUTTLEWORTH: Yes.

24

25 CONTINUED BY MR. JOHN MATHER:

1 MR. JOHN MATHER: After July 31st,
2 2012, do you know if this -- the 3.5 percent increase
3 that is contemplated by this section was ever applied
4 given that there was no agreement on the shared
5 services?

6 MS. CINDY SHUTTLEWORTH: It was
7 definitely not.

8 MR. JOHN MATHER: And is that, again,
9 because of the difficulties with -- with the Town that
10 you've described?

11 MS. CINDY SHUTTLEWORTH: Correct.

12 MR. JOHN MATHER: Can we pull up
13 CBB154? So the document that's on the screen we
14 understand to be one (1) of the audit papers from the
15 Collus auditor, Gavillers, and it's talking about
16 certain bonuses for 2012.

17 They -- the paper indicates that Mr.
18 Houghton, yourself, and Ms. Hogg were paid bonuses of
19 40,000 for Mr. Houghton, 15,000 for yourself, and
20 15,000 for Ms. Hogg.

21 We understand that those bonuses were
22 paid in 2012, is that correct?

23 MS. CINDY SHUTTLEWORTH: That's
24 correct.

25 MR. JOHN MATHER: So if we scroll

1 down, the audit paper also indicates that certain
2 members of the Board received bonuses, Mr. Muncaster
3 in the amount of 30,000, Mr. McFadden in the amount of
4 15,000, Mr. Garbutt and Ms. Pajunen in the amount of
5 7,500.

6 Do you know if these bonuses that are
7 reflected here were paid?

8 MS. CINDY SHUTTLEWORTH: Dean
9 Muncaster was paid 30,000.

10 MR. JOHN MATHER: What about Mr.
11 McFadden, Mr. Garbutt, and Ms. Pajunen?

12 MS. CINDY SHUTTLEWORTH: No.

13 THE HONOURABLE FRANK MARROCCO: So the
14 reference there to bonuses being paid to the three (3)
15 of them, that's anticipatory, perhaps, but in the end,
16 not correct?

17 MS. CINDY SHUTTLEWORTH: I had no
18 knowledge of any bonuses coming to finance department
19 for approval, other than Dean Muncaster for the --

20 THE HONOURABLE FRANK MARROCCO: And --
21 and if the bonuses had been paid, you would have
22 expected to see them?

23 MS. CINDY SHUTTLEWORTH: Yes.

24

25 CONTINUED BY MR. JOHN MATHER:

1 MR. JOHN MATHER: Would the auditor
2 have provided you a copy of their audit papers for the
3 2012 year?

4 MS. CINDY SHUTTLEWORTH: No.

5 MR. JOHN MATHER: Can we go to
6 paragraph 663 of the Foundation document?

7 So this says:

8 "In addition to the bonuses paid
9 relating to the share purchase
10 agreement, Collus Power made
11 payments in 2011 to members of the
12 Board and the strategic partnership
13 task team under account 631000-0
14 'Extraordinary Deductions'."

15 Were these amounts paid, to your
16 knowledge?

17 MS. CINDY SHUTTLEWORTH: I believe
18 these are payments for attending meetings for the
19 strategic partnership task team.

20 MR. JOHN MATHER: Do you know why
21 they're called an "extraordinary deduction"?

22 MS. CINDY SHUTTLEWORTH: I allocated
23 stuff to that particular general ledger account until
24 we figured out what to do with it. The title of it
25 has no -- no context to what was actually put there.

1 MR. JOHN MATHER: And do you know what
2 they -- these members of the Board were being -- and
3 members of the strategic task team were being paid
4 for, specifically?

5 MS. CINDY SHUTTLEWORTH: Meeting
6 attendance.

7 MR. JOHN MATHER: Anything else?

8 MS. CINDY SHUTTLEWORTH: No.

9 MR. JOHN MATHER: Just to have one (1)
10 final area that I'd like to ask you questions about.

11 THE HONOURABLE FRANK MARROCCO: I have
12 a question. These were paid?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 THE HONOURABLE FRANK MARROCCO: Okay,
15 thank you.

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: So, if we could go
19 to Exhibit A of your affidavit, which is AFF2. If we
20 could scroll to Exhibit A.

21 So Exhibit A to your affidavit is an e-
22 mail chain between yourself and a person whose name
23 has been redacted, and the e-mail chain is about
24 Collus possibly seeking to -- to find a new auditor
25 and you were discussing with this individual the

1 potential for -- for them to take on that possibility.

2 Is that a fair characterization?

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. JOHN MATHER: So if we could go to
5 the e-mail from March 26th at 10:43 PM. So scroll
6 down. Yes, stop right there.

7 So, this is an e-mail from you to the
8 individual and I'm looking at the third line that
9 starts "I think a meeting with Ed is a great idea...",
10 do you see that?

11 MS. CINDY SHUTTLEWORTH: Yes.

12 MR. JOHN MATHER: And after that
13 sentence it says:

14 "It is possible PowerStream may
15 suggest their auditors, but for the
16 most part they aren't expected to
17 have much involvement in the first
18 two (2) years."

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. JOHN MATHER: What did you mean
21 by:

22 "PowerStream is not expected to have
23 much involvement in the first two
24 (2) years."

25 MS. CINDY SHUTTLEWORTH: In the email

1 prior to this, the accountant suggested that it would
2 be likely or routine that PowerStream may suggest
3 their own auditors for the engagement.

4 So, I took that to mean she was
5 concerned about putting the work into an RFP or a
6 quote, and then finding that it was another
7 recommendation for a dif -- different auditor. So I'm
8 just trying to give her a level of comfort that I
9 wasn't expecting PowerStream to do that.

10 MR. JOHN MATHER: And how did you come
11 to form the expectation that PowerStream would not
12 have much involvement in the first two (2) years?

13 MS. CINDY SHUTTLEWORTH: Because we
14 were quite clearly to -- told that there wasn't going
15 to be much difference from the date before we closed
16 and the date after, which came to fruition. And it
17 would take some time, probably up to two (2) years, to
18 actually close the -- close the deal and get that
19 recapitalization dividend done.

20 And then, we were also in the midst of
21 a cost of service. So to sit down and start looking
22 at areas where they could provide us strategic support
23 and get those agreements in place and begin using
24 them, it was -- it was going to take a little bit of
25 time.

1 MR. JOHN MATHER: Do you remember who
2 told you this?

3 MS. CINDY SHUTTLEWORTH: I -- I can't
4 recall in particular. I think it was just general
5 understanding.

6 MR. JOHN MATHER: Can you give us any
7 sense of -- any -- of how this understanding was
8 formed, any -- anything else you can tell us?

9 MS. CINDY SHUTTLEWORTH: No, just a
10 general recollection that there -- there wasn't going
11 to be a major change from one (1) day to the next.

12 MR. JOHN MATHER: And do you
13 specifically recall anyone telling you that some --
14 you know, after the first two (2) years, PowerStream
15 would have more involvement? And I'm specifically
16 curious to know about why you understood there to be a
17 two (2) year time period.

18 MS. CINDY SHUTTLEWORTH: I don't think
19 there's anything specific about a two (2) year time
20 period. That's just my comment for how long I thought
21 it may take. But we were obviously joining with
22 PowerStream because of the resources that they had.
23 And we wanted to pursue strategic service agreements
24 in order for them to provide those services, and that
25 wasn't going to happen on day 1.

1 MR. JOHN MATHER: What was your
2 expectation about what was going to happen when
3 PowerStream became more involved after the two (2)
4 years or whatever period of time?

5 MS. CINDY SHUTTLEWORTH: That we could
6 have access to certain things, like conservation
7 demand projects, control room regulatory and financial
8 accounting support, and just access to the talents
9 that was in a bigger organization.

10 MR. JOHN MATHER: Are you aware of the
11 provision of the uni -- unanimous shareholder's
12 agreement that provides that certain buy/sell rights
13 sometimes referred to as a shotgun clause would be
14 available to both the Town and PowerStream after
15 thirty (30) months?

16 MS. CINDY SHUTTLEWORTH: I wasn't
17 involved with the agreement at the time, but through
18 this process, of course, I've come to learn that
19 information.

20 MR. JOHN MATHER: Okay. So, and this
21 process being the judicial inquiry?

22 MS. CINDY SHUTTLEWORTH: And even
23 prior to that, yes.

24 MR. JOHN MATHER: When did you --
25 would you have known about the shotgun clause in March

1 2012?

2 MS. CINDY SHUTTLEWORTH: No.

3 MR. JOHN MATHER: At that point in
4 time, do you recall anyone having explained to you
5 that there would be a form of buy/sell provision or
6 shotgun clause in the unanimous shareholder's
7 agreement?

8 MS. CINDY SHUTTLEWORTH: No.

9 MR. JOHN MATHER: So, those are my
10 questions.

11 THE HONOURABLE FRANK MARROCCO: All
12 right. Cross-examination.

13

14 CROSS-EXAMINATION BY MR. RYAN BREEDON:

15 MR. RYAN BREEDON: Ms. Shuttleworth,
16 my name is Ryan Breedon. I'm one (1) of the lawyers
17 for the Town. I just have a few questions for you. I
18 -- I understand that you have a bachelor of accounting
19 science?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. RYAN BREEDON: Okay. And you are a
22 CGA?

23 MS. CINDY SHUTTLEWORTH: CPA, CGA.

24 MR. RYAN BREEDON: Okay. Thank you.

25 And you testified yesterday that you were first hired

1 by Collus in June 2011?

2 MS. CINDY SHUTTLEWORTH: That's
3 correct.

4 MR. RYAN BREEDON: Where were you
5 working before that?

6 MS. CINDY SHUTTLEWORTH: I worked for
7 BDO Canada.

8

9 (BRIEF PAUSE)

10

11 MR. RYAN BREEDON: And what were you
12 doing for BDO?

13 MS. CINDY SHUTTLEWORTH: I was manager
14 of audit and assurance. I worked there for eleven
15 (11) years.

16 MR. RYAN BREEDON: Could we pull up
17 Exhibit A to the affidavit, please? We were just
18 looking at it a moment ago.

19

20 (BRIEF PAUSE)

21

22 MR. RYAN BREEDON: Now, this appears
23 to be an email chain between yourself and somebody you
24 had worked with previously?

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. RYAN BREEDON: All right. And who
2 is that?

3 MS. CINDY SHUTTLEWORTH: An accountant
4 at that firm.

5 MR. RYAN BREEDON: Who?

6 MS. CINDY SHUTTLEWORTH: It's redacted
7 in this, so I'm not sure that I would speak to that.

8

9 (BRIEF PAUSE)

10

11 MR. RYAN BREEDON: Well, I -- I'm
12 asking the question. I don't see that there's an
13 objection, so who -- who were you emailing with?

14 MR. JOHN MATHER: Your Honour, Inquiry
15 counsel had redacted names where the individual was
16 not otherwise involved in the matters that are
17 relevant to the terms of reference.

18 THE HONOURABLE FRANK MARROCCO: Oh,
19 that may be, but I think Mr. Breedon's entitled to --
20 and do you -- you need that informa -- your view --
21 obviously -- you're asking the question, obviously.
22 Do you think you need the information?

23 MR. RYAN BREEDON: Well, of course.
24 Until I have the information, I don't know the answer
25 to that question, so. I -- I'm happy to -- I don't

1 anticipate a lot of questions --

2 THE HONOURABLE FRANK MARROCCO: Well,
3 why -- why don't you --

4 MR. RYAN BREEDON: -- for this
5 witness, so I'm happy to deal with it.

6 THE HONOURABLE FRANK MARROCCO: Well,
7 why don't you defer that question? And if it becomes
8 an issue for you before you're finished, then you can
9 return to it.

10 MR. RYAN BREEDON: Well -- or perhaps
11 I can -- we can deal with it separately, because I
12 don't think it'll be necessary for this witness. So,
13 I'll speak with Inquiry counsel. And we may come back
14 in front of you to address that.

15 THE HONOURABLE FRANK MARROCCO: All
16 right. If it's disclosed to you though, it should be
17 disclosed to everybody.

18 MR. RYAN BREEDON: Oh, absolutely. I
19 agree. All right.

20

21 CONTINUED BY MR. RYAN BREEDON:

22 MR. RYAN BREEDON: The -- the email
23 exchange starts with a discussion about your former
24 colleague becoming involved in the audit for Collus,
25 and also the Town, correct?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. RYAN BREEDON: All right. And so,
3 if we scroll down to the bottom of the exhibit, the
4 first email is from February the 24th.

5

6 (BRIEF PAUSE)

7

8 MR. RYAN BREEDON: That's the one (1).
9 And so, this is, as I understand it, sort of you
10 making initial contact to inquire whether there might
11 be any interest?

12 MS. CINDY SHUTTLEWORTH: Yes.

13 MR. RYAN BREEDON: All right. And
14 then, if we scroll up a bit...

15

16 (BRIEF PAUSE)

17

18 MR. RYAN BREEDON: Keep going, please.
19 Okay. You'll have to scroll up just a little bit
20 more. So, there's a response that comes back dated
21 February the 26, 2012.

22 And if we scroll down so we can see the
23 response, my understanding from looking at this is
24 that the response that came back to you is what we see
25 in blue?

1 MS. CINDY SHUTTLEWORTH: Yes, the
2 questions that the accountant's asking me are in blue
3 and my responses are in red.

4 MR. RYAN BREEDON: Right. That --
5 right. And you -- you sent those responses in red
6 sort of in the -- the next email up the chain, right?
7 Okay.

8 And then, as we have seen, there was
9 then a further exchange of emails in March?

10 MS. CINDY SHUTTLEWORTH: Yes.

11 MR. RYAN BREEDON: All right. If we
12 look at -- it's page -- I think it's this page,
13 actually. Could we scroll down a little bit, please?
14 Keep going. Right, just stop there.

15 Do you see the paragraph in the middle
16 of the page that starts, "As a side point"?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. RYAN BREEDON: All right. What
19 you say is that:

20 "Since I've been an auditor for so
21 long, I think this is a job you can
22 make good money on."

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. RYAN BREEDON: And then you
25 explain sort of why that might be the case?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. RYAN BREEDON: And the job that
3 you're talking about is taking on the auditing work
4 for Collus -- the Collus entities --

5 MS. CINDY SHUTTLEWORTH: That's
6 correct.

7 MR. RYAN BREEDON: -- and, also, for
8 the Town?

9 MS. CINDY SHUTTLEWORTH: Not
10 necessarily for the Town, but I was aware that that
11 was an opportunity, as well.

12 MR. RYAN BREEDON: Right. And -- and
13 are you able to tell us sort of in rough terms what
14 was the value of the auditing contract that you're
15 talking about?

16 MS. CINDY SHUTTLEWORTH: Off the top
17 of my head, in the thirty thousand dollar (\$30,000)
18 range.

19 MR. RYAN BREEDON: Okay. And is that
20 just for Collus Power or for all of the Collus
21 entities or for Collus and for the Town?

22 MS. CINDY SHUTTLEWORTH: Just for
23 Collus and Collus's entities and the consolidation of
24 that.

25 MR. RYAN BREEDON: All right. And --

1 and do you have a sense of what the contract for the
2 Town would be worth?

3 MS. CINDY SHUTTLEWORTH: No.

4 MR. RYAN BREEDON: All right.

5 Certainly, at least, in the same ballpark or more?

6 MS. CINDY SHUTTLEWORTH: I'm assuming
7 it would be more. The Town is quite a lot larger.

8 MR. RYAN BREEDON: Okay. Now, on the
9 same page, if we scroll up a little bit -- right. So,
10 you'll see there's a question.

11 The second question in blue that we
12 have on the screen is a question about whether there
13 was going to be a request for proposal from both the
14 Town and from Collus?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. RYAN BREEDON: All right. And
17 then your response in red is:

18 "First of all, for us Ed is asking
19 me who I want. I imagine an RFP is
20 required, but I'll have to check our
21 internal rules on that."

22 MS. CINDY SHUTTLEWORTH: Yes.

23 MR. RYAN BREEDON: All right. And so
24 what you're saying is that Mr. Houghton had asked you
25 for your opinion about who should be audited or

1 retained on behalf of the company, and -- but you
2 didn't know whether an RFP might be required?

3 MS. CINDY SHUTTLEWORTH: I said I
4 imagine an RFP is required, but I'd have to check.

5 MR. RYAN BREEDON: All right. But
6 certainly, your views on who should be retained as the
7 auditor on behalf of Collus would be important.

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. RYAN BREEDON: Okay. And then you
10 go on to say that the Town, if they decide to leave --
11 by "leave," you mean change auditors.

12 MS. CINDY SHUTTLEWORTH: Yes.

13 MR. RYAN BREEDON: All right. For
14 sure, we'll have an RFP. You say:

15 "I feel if we go to a new auditor,
16 they will follow. I am close to the
17 accountants at the Town and see the
18 mayor at a lot of my Board meetings.
19 I have some strong sway."

20 MS. CINDY SHUTTLEWORTH: That's
21 correct.

22 MR. RYAN BREEDON: Okay. And do I
23 understand that what you're saying is that although
24 you expected that the Town would conduct an RFP to
25 appoint a new auditor, you would have an influence on

1 who was ultimately chosen?

2 MS. CINDY SHUTTLEWORTH: Yes. I was
3 asked for a recommendation on that.

4 MR. RYAN BREEDON: Okay. And I
5 understand that both the Collus and the Town did
6 change auditors?

7 MS. CINDY SHUTTLEWORTH: No.

8 MR. RYAN BREEDON: Okay.

9 MS. CINDY SHUTTLEWORTH: We -- we
10 didn't - sorry -- we did not change audit firms. We
11 did change audit partner within that firm --

12 MR. RYAN BREEDON: All right.

13 MS. CINDY SHUTTLEWORTH: -- at Collus.

14 MR. RYAN BREEDON: I -- well, at some
15 point, the audit firm was changed. Gavillers is no
16 longer the auditor?

17 MS. CINDY SHUTTLEWORTH: They are
18 still the auditor.

19 MR. RYAN BREEDON: Oh, all right.
20 Thank you. Could we have CBB154, please? This is the
21 bonus payment document.

22

23 (BRIEF PAUSE)

24

25 MR. RYAN BREEDON: All right. And you

1 were asked some questions about the bonuses that were
2 paid in connection with this transaction which I don't
3 intend to go over again.

4 But can you tell us, were bonuses paid
5 historically by Collus?

6 MS. CINDY SHUTTLEWORTH: Yes.

7 MR. RYAN BREEDON: And --

8 MS. CINDY SHUTTLEWORTH: Management do
9 not receive overtime like most of the other unionized
10 staff, so a portion of our wages is dependent on how
11 well we perform.

12 MR. RYAN BREEDON: All right. And was
13 there a bonus policy in place?

14 MS. CINDY SHUTTLEWORTH: Yes.

15 MR. RYAN BREEDON: What was the
16 policy?

17 MS. CINDY SHUTTLEWORTH: That's really
18 an HR question. I don't think I could recall a policy
19 off the top of my head.

20 MR. RYAN BREEDON: The bonuses that
21 are paid in this case, were they similar to the
22 bonuses that had paid previously or higher?

23 MS. CINDY SHUTTLEWORTH: I hadn't been
24 there that long, but for me, that was typical. Yes.

25 MR. RYAN BREEDON: So the -- you

1 are -- in this case, you were paid \$15,000, and you're
2 saying that that was typical?

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. RYAN BREEDON: Okay. Thank you.

5 And then the last thing, if we can turn up the
6 witness's affidavit, please, starting at paragraph 12?

7

8 (BRIEF PAUSE)

9

10 MR. RYAN BREEDON: All right. This
11 section of your affidavit deals with some payments
12 which were to be made to Compenso in 2013?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 MR. RYAN BREEDON: All right. And
15 Compenso is Mr. Bonwick's company?

16 MS. CINDY SHUTTLEWORTH: Yes.

17 MR. RYAN BREEDON: And do I understand
18 from reading this that you yourself did not ever see
19 an agreement between Collus and Compenso?

20 MS. CINDY SHUTTLEWORTH: That's
21 correct.

22 MR. RYAN BREEDON: Okay. Do you
23 know -- and you mention here that -- can we scroll
24 down a little bit, please?

25 Right. At paragraph 15, you mention

1 that you didn't review any agreements because the
2 amounts fell within Mr. Houghton's authorization
3 limits?

4 MS. CINDY SHUTTLEWORTH: That's
5 correct.

6 MR. RYAN BREEDON: Okay. Do you
7 recall what Mr. Houghton's authorization limit was?

8 MS. CINDY SHUTTLEWORTH: Above
9 15,000 -- 20 or 25,000, I believe.

10 MR. RYAN BREEDON: All right. And is
11 that in a one-time payment or in a series of payments
12 over time?

13 MS. CINDY SHUTTLEWORTH: A one-time
14 payment.

15 MR. RYAN BREEDON: So in the case of
16 an ongoing contract -- I mean, in this case, we see
17 that there were two (2) payments or two (2) cheques
18 written for fifteen thousand dollars (\$15,000) each.

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. RYAN BREEDON: Was the thirty
21 thousand dollars (\$30,000) within Mr. Houghton's
22 authorization limit or above?

23 MS. CINDY SHUTTLEWORTH: Together, it
24 would be above.

25 MR. RYAN BREEDON: Okay. And so in

1 the case of an agreement to make ongoing payments like
2 seems to be the case here, did Mr. Houghton have to
3 obtain approval?

4 MS. CINDY SHUTTLEWORTH: If this was a
5 long-term agreement that he was intending, then he
6 would need to go to the Board for that approval.

7 MR. RYAN BREEDON: Do you know whether
8 the Board actually approved this arrangement?

9 MS. CINDY SHUTTLEWORTH: I don't
10 believe they did.

11 MR. RYAN BREEDON: And if we scroll
12 down to paragraph 16, you'll -- you write that -- or
13 you have sworn that you didn't -- you had not been
14 advised how long the monthly payments would go for but
15 that you anticipated that it would be a short-term
16 arrangement, correct?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. RYAN BREEDON: The reason that you
19 anticipated that it would be a short-term arrangements
20 was because Collus PowerStream couldn't afford to
21 continue paying Mr. Bonwick \$15,000 a month for any
22 prolonged period of time?

23 MS. CINDY SHUTTLEWORTH: Correct.

24 MR. RYAN BREEDON: And you've made the
25 point that these payments to Mr. Bonwick hadn't been

1 included in the rate application or otherwise taken
2 account in Collus' financial planning?

3 MS. CINDY SHUTTLEWORTH: That's
4 correct.

5 MR. RYAN BREEDON: All right. And I
6 take it from that evidence that the \$15,000 a month
7 was material to Collus Powerstream at the time.

8 MS. CINDY SHUTTLEWORTH: Not material
9 in the way that I would think of it in an audit
10 perspective. But 15,000 was a -- a significant amount
11 of money for us, yes.

12 MR. RYAN BREEDON: It was a
13 significant cost to --

14 MS. CINDY SHUTTLEWORTH: Yes.

15 MR. RYAN BREEDON: -- to Collus
16 PowerStream? Thank you. And as I understand reading
17 your affidavit, it was -- the agreement was terminated
18 as a result of the media attention in March of 2013
19 concerning Mr. Bonwick's involvement in the sale and
20 related transactions that bring us here today?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. RYAN BREEDON: All right. And the
23 decision to terminate Mr. Bonwick's contract was made
24 in March of 2013?

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. RYAN BREEDON: And as I understand
2 this, at the time, there had already been two (2)
3 cheques written to Mr. Bonwick for services previously
4 provided in January of February of 2013.

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. RYAN BREEDON: And the -- it
7 appears that a stop payment was put on the February
8 cheque, and then that was ultimately reversed.

9 MS. CINDY SHUTTLEWORTH: Yes.

10 MR. RYAN BREEDON: And why did -- why
11 was that done? If the services had already been
12 performed, why did Collus reverse that payment?

13 MS. CINDY SHUTTLEWORTH: I believe
14 that it was an amicable arrangement that he was not
15 going to receive payment for that month.

16 MR. RYAN BREEDON: An "amicable
17 arrangement" between whom?

18 MS. CINDY SHUTTLEWORTH: Between
19 Ed Houghton and Paul Bonwick.

20 MR. RYAN BREEDON: So Mr. Houghton, I
21 take it, instructed you to stop that payment?

22 MS. CINDY SHUTTLEWORTH: Yes. I'm
23 assuming there was -- had to have been discussion
24 about that.

25 MR. RYAN BREEDON: Did Mr. Houghton

1 explain to you why he was doing that?

2 MS. CINDY SHUTTLEWORTH: He said that
3 we would need to hire someone else to do this work
4 because Paul Bonwick's reputation had been so damaged
5 by the media.

6 MR. RYAN BREEDON: And I take it that
7 you understood the point was that given the issues
8 surrounding Mr. Bonwick's reputation, there was a
9 concern that the public would be critical if it
10 learned the Collus PowerStream was continuing to pay
11 him \$15,000 per month?

12 MS. CINDY SHUTTLEWORTH: Yes. It
13 would be very difficult to do work with other
14 utilities and talk about strategic partnerships and
15 mergers with a company that had been -- their
16 reputation had been so damaged.

17 MR. RYAN BREEDON: Okay. Thank you
18 very much. Those are all my questions.

19 THE HONOURABLE FRANK MARROCCO: Before
20 the next person cross-examines, I didn't understand
21 quite the twenty thousand dollar (\$20,000) limit and
22 the fifteen thousand dollar (\$15,000) payment.

23 If the -- could -- could Mr. Houghton
24 continue to make fifteen thousand dollar (\$15,000)
25 payments without exceeding the limit because no one

1 (1) payment was greater than twenty (20), or was it
2 cumulative?

3 MS. CINDY SHUTTLEWORTH: It was per
4 month. So he could make one (1) payment per month
5 under that amount.

6 THE HONOURABLE FRANK MARROCCO: To --
7 to -- this -- this didn't happen, but theoretically or
8 hypothetically he could have continued to pay \$15,000
9 a month without board approval because it was within
10 his role that even though it was being paid to the
11 same person?

12 MS. CINDY SHUTTLEWORTH: Technically,
13 I think I believe that to be correct, yes.

14 However, it would be quite obvious to
15 the Board that that payment was made, because the
16 financials would be discussed with them each quarter
17 and we would be over-budget by that amount in that
18 category.

19 THE HONOURABLE FRANK MARROCCO: Okay,
20 thank you. Who's next?

21 MR. FREDERICK CHENOWETH: I believe I
22 am, Your Honour.

23 THE HONOURABLE FRANK MARROCCO: Go
24 ahead, Mr. Chenoweth, we're ready when you are.

25 MR. FREDERICK CHENOWETH: Thank you

1 very much.

2

3 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

4 MR. FREDERICK CHENOWETH: Ms.

5 Shuttleworth, my -- my name is Fred Chenoweth and I

6 act on behalf of Ed Houghton. Pleasure to meet you.

7 A couple questions arising out of the questions of Mr.

8 Breedon.

9 It appears from the answers you've

10 given Mr. Breedon, that Mr. Houghton made arrangements

11 for the second payment in 2013 to Mr. Bonwick to be

12 stopped?

13 MS. CINDY SHUTTLEWORTH: Correct.

14 MR. FREDERICK CHENOWETH: All right.

15 And he gave you an explanation of why

16 that was stopped?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. FREDERICK CHENOWETH: Right. And

19 you felt the explanation was a reasonable one (1) from

20 the point of view of Collus PowerStream?

21 MS. CINDY SHUTTLEWORTH: Absolutely.

22 MR. FREDERICK CHENOWETH: Thank you.

23 And you had been following the

24 circumstances that existed with respect to

25 reputational damage, et cetera, in the community up to

1 that date?

2 MS. CINDY SHUTTLEWORTH: There was an
3 article that came out in March that really, yes, let
4 me know how things were go -- happening, yes.

5 MR. FREDERICK CHENOWETH: Do you have
6 any concept as to whether or not Mr. Houghton, before
7 giving you instructions to cancel the second payment,
8 you indicated that you believed there'd been some
9 discussions between Mr. Houghton and Mr. Bonwick,
10 which you described as amicable discussions.

11 Would you know whether those
12 discussions were a result of any instructions that Mr.
13 Houghton would've received from Mr. Bentz or the Board
14 of -- of Collus PowerStream?

15 MS. CINDY SHUTTLEWORTH: No, I would
16 not know that.

17 MR. FREDERICK CHENOWETH: Thank you,
18 that makes sense.

19 I was interested with respect to the
20 bonus payments that we've discussed here. There seems
21 to be two (2) types of bonuses that were authorized
22 through the course of this matter. The first is
23 bonuses to members of the STT team.

24 MS. CINDY SHUTTLEWORTH: There were no
25 bonuses to that team, other than Dean Muncaster's

1 payment.

2 MR. FREDERICK CHENOWETH: Wasn't there
3 some payments to people for attending meetings of the
4 STT team?

5 MS. CINDY SHUTTLEWORTH: Yes,
6 attending meetings, just as like any other Board
7 meeting.

8 MR. FREDERICK CHENOWETH: All right,
9 so that my choice of words is inappropriate there, it
10 wasn't a bonus, it was a payment for attending
11 meetings?

12 MS. CINDY SHUTTLEWORTH: It was not a
13 bonus, it was for attending meetings.

14 MR. FREDERICK CHENOWETH: Right. And
15 that was, in your view, a -- a pretty standard kind of
16 situation, nothing unique about it?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. FREDERICK CHENOWETH: Thank you.

19 There also appears to have been some --
20 some bonuses paid and there were bonuses paid to Dean
21 Muncaster?

22 MS. CINDY SHUTTLEWORTH: yes.

23 MR. FREDERICK CHENOWETH: I think a
24 \$30,000 bonus?

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. FREDERICK CHENOWETH: And there
2 was a payment of a bonus to yourself?

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. FREDERICK CHENOWETH: Of \$15,000
5 and I think Pam Hogg got a \$15,000 bonus?

6 MS. CINDY SHUTTLEWORTH: Yes.

7 MR. FREDERICK CHENOWETH: And Mr.
8 Houghton got a bonus?

9 MS. CINDY SHUTTLEWORTH: Yes.

10 MR. FREDERICK CHENOWETH: All right.

11 I'm -- I'm a little confused about
12 that. I got the impression from what you told us that
13 there were -- I wasn't sure whether you were telling
14 us these were bonuses with respect to the -- your
15 unique efforts relating to the transaction that was
16 eventually closed on July 31st, 2012, or whether you
17 were telling me that -- that these were annual bonuses
18 that you received as a term of your employment that
19 would have, in this case, taken into consideration the
20 extra work that you did with respect to the closing of
21 the transaction.

22 MS. CINDY SHUTTLEWORTH: These were
23 different than just an annual bonus, they were
24 specific to closing the transaction.

25 MR. FREDERICK CHENOWETH: All right.

1 And do I have a sense from what you've
2 told us earlier in your testimony that, in fact, there
3 was substantial extra work which you had to do as a
4 result of the closing of this transaction?

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. FREDERICK CHENOWETH: So clearly
7 it put a -- it put -- it required efforts over and
8 above your regular job description for you to close
9 that transaction?

10 MS. CINDY SHUTTLEWORTH: Yes, 70, 75
11 hours a week in some cases.

12 MR. FREDERICK CHENOWETH: When your
13 normal workload would have been how many hours per
14 week?

15 MS. CINDY SHUTTLEWORTH: Our regular
16 work week is 40 hours.

17 MR. FREDERICK CHENOWETH: So you were
18 working substantially greater hours in order to
19 complete this transaction?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. FREDERICK CHENOWETH: So that I --
22 I -- I take it, and it certainly seems fair to me, I
23 take it that you felt that the bonuses were, at least
24 to you in any event, were appropriate and fair in the
25 circumstances?

1 MS. CINDY SHUTTLEWORTH: I was very
2 grateful for it, but to be honest, by the time you
3 take taxes and deductions off that, \$7,000 was not
4 really worth a year of my life.

5 MR. FREDERICK CHENOWETH: All right.

6 So, although -- although you got a
7 bonus, you're not of the view that the bonus was
8 excessive or in a greater amount than it should have
9 been, is that fair to say?

10 MS. CINDY SHUTTLEWORTH: No, but I was
11 very appreciative for it, yes.

12 MR. FREDERICK CHENOWETH: Thank you, I
13 understand.

14 THE HONOURABLE FRANK MARROCCO: He
15 might have the same view.

16 MR. FREDERICK CHENOWETH: I -- I do
17 have the same view.

18

19 CONTINUED BY MR. FREDERICK CHENOWETH

20 MR. FREDERICK CHENOWETH: It didn't
21 appear to be excessive, is the bottom line?

22 MS. CINDY SHUTTLEWORTH: No.

23 MR. FREDERICK CHENOWETH: Thank you.

24 And you indeed worked a number of hours
25 that would justify the payment of that bonus?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. FREDERICK CHENOWETH: All right.

3 And is it your observation that -- that Pam Hogg had
4 additional -- had an additional workload as a result
5 of the necessity to close this transaction?

6 MS. CINDY SHUTTLEWORTH: Yes, she
7 worked very hard on it as well.

8 MR. FREDERICK CHENOWETH: All right.
9 And are we talking hours of the same magnitude that
10 you described in your --

11 MS. CINDY SHUTTLEWORTH: Very much so,
12 yes.

13 MR. FREDERICK CHENOWETH: So you
14 again, although it was appreciated, and I -- I am
15 respectful of that comment, it clearly wasn't an
16 excessive bonus given the work that Pam Hogg had done?

17 MS. CINDY SHUTTLEWORTH: No.

18 MR. FREDERICK CHENOWETH: All right.
19 And you would have had an opportunity to observe the
20 efforts that Ed Houghton put in with respect to that
21 transaction?

22 MS. CINDY SHUTTLEWORTH: Yes.

23 MR. FREDERICK CHENOWETH: All right,
24 and was it your view that Mr. Houghton had again
25 worked substantial hours over and above his regular

1 efforts in order to close this transaction?

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. FREDERICK CHENOWETH: All right.

4 So I take it that you similarly had no
5 question as to the appropriateness of the bonus paid
6 to Mr. Houghton at that time for his extra effort?

7 MS. CINDY SHUTTLEWORTH: Correct.

8 MR. FREDERICK CHENOWETH: Good.

9 And I take it the same with respect to
10 Mr. Muncaster?

11 MS. CINDY SHUTTLEWORTH: Yes.

12 MR. FREDERICK CHENOWETH: All right.

13 As I understand it, the bonuses were
14 approved by Joan Pajunen at that time?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. FREDERICK CHENOWETH: And Ms.
17 Pajunen's position at the time of her approving those
18 bonuses was what --

19 MS. CINDY SHUTTLEWORTH: I --

20 MR. FREDERICK CHENOWETH: -- head of
21 human resources I get confused about these various
22 positions, but --

23 MS. CINDY SHUTTLEWORTH: Dean

24 Muncaster had just passed away, so --

25 MR. FREDERICK CHENOWETH: Yes.

1 MS. CINDY SHUTTLEWORTH: -- Joan had
2 stepped in and done a lot of the signing for many
3 things related to closing at that time, so yes, she
4 was --

5 MR. FREDERICK CHENOWETH: She was, in
6 essence, interim Chairman of the Board of Collus
7 Power? Or Collus?

8 MS. CINDY SHUTTLEWORTH: I -- I
9 believe so, but I'm not going to say that for certain.

10 MR. FREDERICK CHENOWETH: She was
11 either interim Chairman of the Board or she was -- or
12 she was head of HR, one (1) of the two (2), correct?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 MR. FREDERICK CHENOWETH: All right.

15 In any event, Mr. Muncaster wasn't
16 there and -- and Ms. Pajunen had stepped in and she
17 approved the -- the bonuses. And you say in your
18 affidavit:

19 "I believe the payment did comply
20 with Collus policies on bonus
21 payment at the time."

22 That -- that's your view of that?

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. FREDERICK CHENOWETH: All right.

25 And you felt it appropriate that Ms. Pajunen would

1 okay those bonuses at that time?

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. FREDERICK CHENOWETH: Good. Were
4 you involved in any meetings with respect to the
5 considerations of those bonuses? I take you probably
6 weren't.

7 MS. CINDY SHUTTLEWORTH: No, I was
8 not.

9 MR. FREDERICK CHENOWETH: All right.
10 Very good.

11

12 (BRIEF PAUSE)

13

14 MR. FREDERICK CHENOWETH: Mr. Breedon
15 took you through some correspondence, one (1) of which
16 was a correspondence that you sent to a business
17 associate on February 24th, 2012.

18 And it appeared to be an exchange
19 between yourself and your business associate with
20 respect to the prospect of your business associate
21 becoming involved in the audit of -- of Collus
22 PowerStream and the Town, correct?

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. FREDERICK CHENOWETH: All right.
25 I got the impression from what you told us that you

1 were -- that you were encouraged or instructed or
2 authorized to make inquiries so that you could make a
3 recommendation as to possibly new auditors for Collus
4 Power and the Town?

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. FREDERICK CHENOWETH: All right.
7 And you received those instructions from -- from who
8 to make those inquiries?

9 MS. CINDY SHUTTLEWORTH: Ed Houghton.

10 MR. FREDERICK CHENOWETH: And did you
11 have a sense that there had been discussions about the
12 appropriateness of continuing with -- with Gavillers
13 and/or Mr. Neate at Collus Power before Mr. Houghton
14 made that request of you?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. FREDERICK CHENOWETH: All right.
17 And you knew there was some questions about the
18 advisability of continuing to have Mr. Neate as the
19 auditor?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. FREDERICK CHENOWETH: All right.
22 And -- and, obviously, one (1) of the concerns that --
23 that you came to understand was that Mr. Houghton was
24 concerned that Mr. Neate's comments at or after the
25 February 2nd meeting, I guess meeting of the STT, had

1 been in excess of what would have been anticipated of
2 an auditor at that time?

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. FREDERICK CHENOWETH: You're aware
5 that Mr. Houghton had that concern?

6 MS. CINDY SHUTTLEWORTH: Yes.

7 MR. FREDERICK CHENOWETH: All right.
8 Did you have any sense as to whether that was a
9 concern shared by others or you -- or you did or
10 didn't come to know that?

11 MS. CINDY SHUTTLEWORTH: I wasn't in
12 the meeting to hear what actually was said. But I can
13 say that, as an auditor, we have a certain requirement
14 to remain independent in our audits. And other than
15 providing tax services, we cannot offer consulting
16 services.

17 And so, it made sense to me that that
18 may -- that Ed had made a comment that was justified,
19 but I was not in the meeting to hear what was said.

20 MR. FREDERICK CHENOWETH: All right.
21 So, if the comments that Ed said were said by Mr.
22 Neate, you wouldn't find the reaction of Mr. Houghton
23 to be in any way unique or -- or inappropriate?

24 MS. CINDY SHUTTLEWORTH: Ed Houghton
25 could not share with me what those comments were in a

1 private meeting but -- other than it was outside of
2 the scope or inappropriate.

3 MR. FREDERICK CHENOWETH: Right. And
4 if Mr. Neate in fact had made some comments that --
5 that were consultative in nature and not auditory, I
6 don't know whether that's the right word or not, not
7 auditory in nature, you would find from your knowledge
8 of his obligations and responsibilities, that he might
9 have been a little over the line in terms of what he
10 said?

11 MS. CINDY SHUTTLEWORTH: Not being in
12 the meeting, it's difficult for me to say anything
13 other than we're not allowed to provide consulting
14 services or recommend processes, and then go and audit
15 the work that we've consulted on or --

16 MR. FREDERICK CHENOWETH: So, that
17 appeared --

18 MS. CINDY SHUTTLEWORTH: -- or
19 processes we've designed.

20 MR. FREDERICK CHENOWETH: All right.
21 So, that issue that you've described appeared to be
22 the issue to which Mr. Houghton was directing himself
23 in the remarks he made to you?

24 MS. CINDY SHUTTLEWORTH: That's the
25 way I understood it.

1 MR. FREDERICK CHENOWETH: Right.
2 Thank you. I take it you knew there were other
3 concerns about Mr. Neate and Gavillers at the time
4 that you made the inquiries of your friend, your
5 associate, as to whether or not she might be
6 interested?

7 MS. CINDY SHUTTLEWORTH: Yes.

8 MR. FREDERICK CHENOWETH: And I am
9 referring you to -- to the exhibit that's attached to
10 your affidavit. And I think we've already been
11 through this, but I suppose we might pull up the
12 document in any event. It's CPS3132.

13

14 (BRIEF PAUSE)

15

16 MR. FREDERICK CHENOWETH: And I'm
17 looking in the last bullet of the, "Hi Cindy," letter.

18

19 (BRIEF PAUSE)

20

21 MR. FREDERICK CHENOWETH: That's the
22 one (1). The last bullet, if we could come to tha --
23 with respect to that. You discuss some of the
24 concerns which you understood were extent with respect
25 to the work of Mr. Neate and the work of -- of

1 Gavillers.

2 You -- you may -- you may wish to read
3 your -- your red response.

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. FREDERICK CHENOWETH: You say to
6 your -- to your associate:

7 "Ed is not too fond of Ralph Neate
8 because he finds the presentations
9 at the annual general meeting by him
10 poor."

11 So, you had -- you had come to
12 understand that from -- what, from your conversation
13 with Ed or you'd come to understand that from your
14 general understanding of what was going on or...?

15 MS. CINDY SHUTTLEWORTH: The
16 conversation from Ed.

17 MR. FREDERICK CHENOWETH: All right.
18 I also have given my input on the quality of the
19 financial statements. And I take it these are
20 financial statements prepared by Gavillers (sic)?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. FREDERICK CHENOWETH: All right,
23 and Mr. Neate, I take it, in particular?

24 MS. CINDY SHUTTLEWORTH: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 "And I feel that they are significantly lacking."

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. FREDERICK CHENOWETH: It appears
4 to be clear from that statement that you also had a
5 concern about the completeness or whatever -- you
6 described them as lacking, the completeness or
7 whatever of the financial statements prepared by
8 Gavillers, correct?

9 MS. CINDY SHUTTLEWORTH: Yes. They --
10 they would have had the basic requirements that they
11 needed, but I felt like we could provide fuller
12 disclosure in the statements.

13 MR. FREDERICK CHENOWETH: And so, you
14 felt they were lacking?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. FREDERICK CHENOWETH: Thank you,
17 and not in keeping with what your experience to that
18 date, in any event, had been with respect to full and
19 fulsome financial statements?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. FREDERICK CHENOWETH: Thank you.
22 You say here:

23 "Gaviller is too comfortable and it
24 appears that they were acting like
25 they will always have us."

1 That was your view of -- of the
2 retention of Gavillers and the service they were
3 giving you?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. FREDERICK CHENOWETH: Thank you.

6 " And they appeared not to be trying
7 at all to keep us as clients."

8 Correct?

9 MS. CINDY SHUTTLEWORTH: Yes.

10 MR. FREDERICK CHENOWETH: And you
11 describe a well-known syndrome here, a take-it-for-
12 granted syndrome. Is that -- was that your view of
13 Gaviller's approach to their work with you?

14 MS. CINDY SHUTTLEWORTH: Yes.

15 MR. FREDERICK CHENOWETH: So, you had
16 concerns about the retention of Gaviller, as well?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. FREDERICK CHENOWETH: And you were
19 aware that others had concerns about the retention of
20 Gavillers?

21 MS. CINDY SHUTTLEWORTH: Yes.

22

23 (BRIEF PAUSE)

24

25 MR. FREDERICK CHENOWETH: Justice

1 Marrocco had asked you about the length of time that
2 might be necessary to complete the review of the
3 shared service agreements?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. FREDERICK CHENOWETH: And you
6 indicated that it might well be a six (6) month period
7 --

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. FREDERICK CHENOWETH: -- to which
10 His Honour indicated, And that might be from January
11 of 2012 to July of 2012 for the closing, correct?

12 MS. CINDY SHUTTLEWORTH: Yes.

13 MR. FREDERICK CHENOWETH: All right.
14 I take it that this was -- this was a comment made in
15 the circumstances of your -- that length of period
16 that you suggested there. That suggestion was a
17 function of a circumstance in which you had normal
18 workloads?

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. FREDERICK CHENOWETH: All right.
21 And I -- and I think it was your point that, in these
22 particular circumstances, with the obligations that
23 were necessary to close the transaction on July 31st,
24 it wasn't workload as usual in the fact it was quite
25 extensive, and you've described a number of hours it

1 commanded.

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. FREDERICK CHENOWETH: All right.

4 In those circumstances, would it be fair to say that
5 the obligation to review the Shared Service Agreements
6 in those -- in these circumstances, which you've now
7 described, would be in excess of your -- your
8 six-month comment?

9 MS. CINDY SHUTTLEWORTH: Yes. It was
10 a quite challenging time. Our cost of service
11 application was due to the Ontario Energy Board, and
12 Tim Fryer had left as well. It was an --

13 MR. FREDERICK CHENOWETH: All right.

14 MS. CINDY SHUTTLEWORTH: -- a very
15 difficult time.

16 MR. FREDERICK CHENOWETH: These are my
17 words and not yours. But is it fair to say that it
18 would have been virtually impossible -- given the OEB
19 and the closing obligations that you had which
20 included the preparation, I think, of financial
21 statements, et cetera, and without the assistance of
22 Tim Fryer, it would have been virtually impossible for
23 the Shared Services Agreements to have been reviewed
24 and completed between January and the end of July for
25 the closing in 2012?

1 MS. CINDY SHUTTLEWORTH: Yes.

2

3 (BRIEF PAUSE)

4

5 MR. FREDERICK CHENOWETH: You indicate
6 in paragraph 3 of your affidavit -- and you may wish
7 to pull up the affidavit in question in case the
8 witness wishes to refer to it. If we could that, that
9 would be useful.

10 Just looking at paragraph 3, I had a
11 couple questions arising from that. You clearly
12 indicate that at some point after the Ontario Energy
13 Board approval, which I think was in -- what -- was
14 that in about May or June of 2012?

15 MS. CINDY SHUTTLEWORTH: I think it
16 was in June.

17 MR. FREDERICK CHENOWETH: Thank you.
18 In any event, at some point after that, you developed
19 a sense as to Mr. Fryer's view with respect to whether
20 this transaction was appropriate.

21 MS. CINDY SHUTTLEWORTH: It was the
22 day that Ontario Energy Board approved it that we had
23 this conversation immediately after the approval.

24 MR. FREDERICK CHENOWETH: And did you
25 get a sense of what Mr. Fryer's view was of the

1 transaction in that conversation that you've
2 described?

3 MS. CINDY SHUTTLEWORTH: It was quite
4 obvious to me that he was not happy about the sale,
5 but he -- he didn't speak to me directly about it.

6 But this particular day, I had been
7 refreshing the Ontario Energy Board website all day
8 waiting for the approval to come in for PowerStream,
9 and I quite excitedly told him -- he was just across
10 the hall from me -- that we -- we'd done it, that it
11 was approved.

12 And his reaction was surprising to me
13 in that he -- he seemed quite upset about it, and he
14 said that he was not going to keep working for the
15 company in that -- in that -- because of that, and he
16 left the building.

17 MR. FREDERICK CHENOWETH: Following
18 that conversation.

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. FREDERICK CHENOWETH: So he was --
21 he was quite dejected about the fact that the OEB had
22 approved the transaction.

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. FREDERICK CHENOWETH: All right.

25 And he responded to you by saying that he wasn't going

1 to work there anymore.

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. FREDERICK CHENOWETH: All right.

4 And he left the building.

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. FREDERICK CHENOWETH: You found
7 that, obviously in the -- in all the circumstances
8 that you were aware of, a pretty unique reaction.

9 MS. CINDY SHUTTLEWORTH: I -- I was so
10 shocked, I didn't have any words to even respond with.

11 MR. FREDERICK CHENOWETH: You were
12 aware obviously that Mr. Fryer had -- you described it
13 earlier in your testimony as two (2) months off in the
14 earlier parts of that year.

15 I believe it to have been the following
16 February of 2012?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. FREDERICK CHENOWETH: And did you
19 come to be aware of the nature of those two (2) months
20 off? Did you -- did you gain any understanding of
21 whether this was some sort of a forced layoff or
22 whether it was a medical circumstances, or did you
23 come to have understanding of the nature of his
24 two (2) months off at that time?

25 MS. CINDY SHUTTLEWORTH: No. I had

1 a -- I had a sense of what it might be, but no, I
2 didn't.

3 MR. FREDERICK CHENOWETH: And how did
4 you have a sense of what it might be? I suspect it
5 relates to --

6 MS. CINDY SHUTTLEWORTH: I -- I --

7 MR. FREDERICK CHENOWETH: -- shock
8 with what you reacted to the -- to the later
9 matters --

10 MS. CINDY SHUTTLEWORTH: -- I believe
11 it was --

12 MR. FREDERICK CHENOWETH: -- the
13 similar matters.

14 MS. CINDY SHUTTLEWORTH: -- I believe
15 he was -- it was stress.

16 MR. FREDERICK CHENOWETH: And did you
17 make observations in or about February when he was
18 laid off? Did you have observations which led you to
19 that conclusion that he appeared to be suffering from
20 some stress on or about that time?

21 THE HONOURABLE FRANK MARROCCO: Sorry.
22 Was the evidence that he was laid off?

23 MR. FREDERICK CHENOWETH: Well,
24 that -- it's unclear whether he was laid off.

25 THE HONOURABLE FRANK MARROCCO: Yeah.

1 I --

2 MR. FREDERICK CHENOWETH: That's --
3 that's the issue that I'm speaking to.

4 THE HONOURABLE FRANK MARROCCO: Well,
5 I think until it's clear --

6 MR. FREDERICK CHENOWETH: Right. Then
7 I -- then I won't use the word "laid off." I'll use a
8 different word.

9

10 CONTINUED BY MR. FREDERICK CHENOWETH:

11 MR. FREDERICK CHENOWETH: You told me
12 that you came to the conclusion that it was stress
13 that led to his two (2) months away from the office.

14 MS. CINDY SHUTTLEWORTH: That was my
15 speculation.

16 MR. FREDERICK CHENOWETH: All right.
17 And what observations did you have in or about
18 February of 2012 that led to that conclusion?

19 MS. CINDY SHUTTLEWORTH: He just -- he
20 seemed very unhappy with the direction that the
21 company was going.

22 MR. FREDERICK CHENOWETH: Is it fair
23 to say that he was dejected as a result of that
24 direction?

25 MS. CINDY SHUTTLEWORTH: I believe so.

1 MR. FREDERICK CHENOWETH: All right.
2 Would it also be fair to say -- and I want to be as
3 fair as I can to Mr. Fryer -- that there had been a
4 substantial workload placed on Mr. Fryer -- and he
5 described it earlier and, in fact, had a document that
6 he put forward about all the tasks that he had on his
7 plate in 2011 and 2012 -- is it fair to say that you
8 had a sense that Mr. Fryer was stressed as a result of
9 the workload that was on him at that time?

10 MS. CINDY SHUTTLEWORTH: Potentially
11 that may have been a component to it, yes.

12 MR. FREDERICK CHENOWETH: In any
13 event, it was -- in keeping with your observations
14 that you felt he was suffering from some stress
15 related to his employment in or about February of
16 2012.

17 MS. CINDY SHUTTLEWORTH: Yes.

18

19 (BRIEF PAUSE)

20

21 MR. FREDERICK CHENOWETH: In
22 paragraph 20 of your affidavit, there appears to be
23 some sort of audit note. It says "per Cindy." What
24 is that? Was that some sort of note that auditors
25 make or something of that nature?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. FREDERICK CHENOWETH: You'll have
3 to help me out with that.

4 MS. CINDY SHUTTLEWORTH: This -- this
5 appears to be a note that the auditors wrote on one
6 (1) of their own working papers.

7 MR. FREDERICK CHENOWETH: All right.
8 The "per Cindy," does that appear to be a note written
9 as a result of conversations with you?

10 MS. CINDY SHUTTLEWORTH: I believe so.

11 MR. FREDERICK CHENOWETH: Right.

12 MS. CINDY SHUTTLEWORTH: The initial
13 part of that paragraph, I feel like I recall, but the
14 later part not so much.

15 MR. FREDERICK CHENOWETH: All right.
16 But there's two (2) "per Cindy"s through the course of
17 that paragraph --

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. FREDERICK CHENOWETH: -- which
20 seems to suggest that the information that's contained
21 in those paragraphs was information that the
22 auditor -- whoever that was, and I assume it was
23 Gaviller -- that the auditor had obtained the
24 information from you.

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. FREDERICK CHENOWETH: Is that --
2 although you have some less than perfect recollection
3 of giving that information, is it fair to assume, as
4 I've described, that the information on both aspects
5 of that audit note are a function of conversations
6 that the auditor had with you? Is that a fair
7 assumption?

8 MS. CINDY SHUTTLEWORTH: I do recall
9 that Compenso was going to be hired for strategic
10 partnership planning as we were required to go ahead
11 and -- and try and merge and grow with other
12 utilities. So I do recall that probably I would have
13 said something like that.

14 The sentence that says:

15 "Brian Bentz suggested to add that
16 Compenso be hired to look after the
17 Collus side of this responsibility,
18 given Ed's commitment to the Town as
19 CAO through April 2013."

20 I don't particularly recall that. I --
21 I wouldn't have known anything directly from Brian
22 Bentz. It's possible I may have said it and Ed
23 relayed that information to me and I've just
24 forgotten, but I don't recall the second part of that.

25 MR. FREDERICK CHENOWETH: All right.

1 So, you don't recall it now --

2 MS. CINDY SHUTTLEWORTH: No.

3 MR. FREDERICK CHENOWETH: -- but it
4 could be that you've forgotten. And it could be, as
5 described by the auditor, that that information was
6 per Cindy?

7 MS. CINDY SHUTTLEWORTH: Yeah, relayed
8 from Brian through Ed to me potentially, but not
9 directly with Brian Bentz.

10 MR. FREDERICK CHENOWETH: Now, you had
11 other comments with respect to completing the review
12 of the service agreements, the shared service
13 agreements, in the year after the closing on July
14 31st, 2012, and you are aware it didn't happen.

15 And you commented, I think, in the
16 evidence adduced by Mr. Mather that I had a sense that
17 it didn't happen because of Mr. Brown coming on the
18 scene?

19 MS. CINDY SHUTTLEWORTH: That would
20 have been subsequent to the close. But when we --

21 MR. FREDERICK CHENOWETH: Yeah,
22 subsequent to the close, indeed --

23 MS. CINDY SHUTTLEWORTH: Yeah.

24 MR. FREDERICK CHENOWETH: -- in the
25 year after?

1 MS. CINDY SHUTTLEWORTH: In the year
2 after, when we were --

3 MR. FREDERICK CHENOWETH: Which was
4 during the period of the undertaking?

5 MS. CINDY SHUTTLEWORTH: -- when we
6 were attempting to get these agreements going. Like I
7 said, we had made headway on the computer lease
8 agreement. I think we had resolved that one. And as
9 we went into the next stages, it became very evident
10 that John Brown wasn't going to allow us to proceed
11 with ever coming to a resolution on these agreements.

12 MR. FREDERICK CHENOWETH: That's --
13 that -- that's curious. What kind of activity or what
14 kind of action on the -- on behalf of Mr. Brown led
15 you to the conclusion that he -- he wasn't going to
16 allow what you understood to be the completion of an
17 undertaking given to PowerStream?

18 MS. CINDY SHUTTLEWORTH: Well, the
19 first meeting I had where he was in attendance with it
20 was at a lawyer that we were planning to engage to
21 continue on. I think he had originally did that first
22 computer lease one.

23 And the meeting was so confrontational
24 with the lawyer that I came out from it. And I said
25 to Ed that there was never going to be any signing of

1 any agreement in any -- in the near future based on
2 that conversation.

3 And then, subsequently, the lawyer
4 called me and said he wasn't interested in doing --

5 MR. MARCUS OSTROWERKA: And I just
6 want to just interject here, Your Honour. I -- I
7 worry about conversations with lawyers and -- and that
8 being privileged information. And -- and it might be
9 further to your --

10 THE HONOURABLE FRANK MARROCCO: I -- I
11 think --

12 MR. FREDERICK CHENOWETH: I'm prepared
13 to void that.

14 THE HONOURABLE FRANK MARROCCO: Yeah,
15 I -- I think the simple answer is that, as a result of
16 that meeting, that -- that was one (1) of the things
17 that allowed the witness to draw the conclusion. And
18 we don't need to get into the specifics of what the
19 lawyer said.

20 MR. FREDERICK CHENOWETH: I -- I'm
21 quite -- quite content with that approach, Your
22 Honour.

23 THE HONOURABLE FRANK MARROCCO: I
24 think, Mr. Chenoweth, I'll take the morning break at a
25 -- as soon as you finish --

1 MR. FREDERICK CHENOWETH: That
2 section?

3 THE HONOURABLE FRANK MARROCCO: Well,
4 yes.

5 MR. FREDERICK CHENOWETH: Yes. In
6 fact, I think I'll probably finish my examination in a
7 prompt way.

8

9 CONTINUED BY MR. FREDERICK CHENOWETH:

10 MR. FREDERICK CHENOWETH: You indicate
11 that the meeting was confrontational. Who was
12 involved in the -- who was confrontational at the
13 meeting?

14 MS. CINDY SHUTTLEWORTH: John Brown.

15 MR. FREDERICK CHENOWETH: And I -- I
16 take it you -- you found his manner, given the
17 obligation that you had under the undertaking with
18 PowerStream, to have been inappropriate?

19 MS. CINDY SHUTTLEWORTH: He was very
20 difficult, yes.

21 MR. FREDERICK CHENOWETH: Thank you.
22 I got the impression from what you told me that this
23 would not have been the only occasion on which Mr.
24 Brown was very difficult with respect to matters
25 relating to the Collus PowerStream ongoing operation?

1 MS. CINDY SHUTTLEWORTH: Any
2 interaction I have had with him has been very
3 difficult.

4 MR. FREDERICK CHENOWETH: In -- in
5 what ways was it difficult? And -- and, again, I -- I
6 want to keep the --

7 THE HONOURABLE FRANK MARROCCO: Well,
8 I think you've moved on to a different topic, so I'll
9 just take the morning break.

10 MR. FREDERICK CHENOWETH: Very good.

11

12 --- Upon recessing at 11:25 a.m.

13 --- Upon resuming at 11:39 a.m.

14

15 CONTINUED BY MR. FREDERICK CHENOWETH:

16 MR. FREDERICK CHENOWETH: Ms.
17 Shuttleworth, I'm not entirely sure of the -- of the
18 question I had asked you, but it was relating to the -
19 - well, I was -- it was first of all relating to the -
20 - the confrontational conduct of Mr. Brown in a
21 meeting with a lawyer that you had understood was
22 going to assist you with the shared services
23 agreements?

24 MS. CINDY SHUTTLEWORTH: Yes.

25 MR. FREDERICK CHENOWETH: And that was

1 one (1) example of where Mr. Brown made difficult the
2 efforts to move forward with the Collus PowerStream
3 partnership?

4 MS. CINDY SHUTTLEWORTH: That's
5 correct.

6 MR. FREDERICK CHENOWETH: All right.
7 And was there other occasions on which Mr. Brown made
8 it difficult to proceed forward with the Collus
9 PowerStream partnership?

10 MS. CINDY SHUTTLEWORTH: Yes.

11 MR. FREDERICK CHENOWETH: All right.
12 Do you -- do you want to tell us about a -- about
13 another one?

14 OBJ MR. MARCUS OSTROWERKA: Your Honour, I
15 -- I noted my objection yesterday, and -- and I'd
16 appreciate your comments on what was loosely
17 connected, and I'm only going to state this once and
18 otherwise let things proceed.

19 And I understand loose connection to
20 the shared service agreements, they were a condition
21 of the closing, and so on. But I worry about diving
22 into conduct that goes beyond the scope of that, and
23 that -- that rel -- that being relevant to the terms
24 of reference. So that's -- that would be my
25 objection, and -- and I'll leave it at that.

1 MR. FREDERICK CHENOWETH: No, Your --
2 Your Honour, I --

3 THE HONOURABLE FRANK MARROCCO: Hasn't
4 the witness already testified that Mr. Brown was --
5 that -- that it was her view that there was no way
6 that this was going to be completed under Mr. Brown's
7 leadership? I -- I really don't know --

8 MR. FREDERICK CHENOWETH: She
9 testified that with respect to the shared services
10 agreements, and I'm -- I'm moving beyond those.

11

12 (BRIEF PAUSE)

13

14 THE HONOURABLE FRANK MARROCCO: To
15 what? To --

16 MR. FREDERICK CHENOWETH: I -- I --
17 Your Honour, I -- I must say that I am sensitive to
18 the remarks of my friend with respect to matters that
19 may raise personnel issues, and I -- and I hope to
20 avoid getting up against those kinds of issues.

21 THE HONOURABLE FRANK MARROCCO: Well,
22 I'll allow --

23 MR. FREDERICK CHENOWETH: My other --
24 either one (1) --

25 THE HONOURABLE FRANK MARROCCO: --

1 I'll allow you to go -- go on with this a bit. I'll
2 allow it for -- for a bit.

3 MR. FREDERICK CHENOWETH: Thank you,
4 Your Honour.

5 THE HONOURABLE FRANK MARROCCO: But
6 I'm not foreclosing your right to object later on, if
7 -- if it -- if it does seem like it's getting back
8 into matters with which you're concerned.

9

10 CONTINUED BY MR. FREDERICK CHENOWETH:

11 MR. FREDERICK CHENOWETH: Let me say
12 it more generally, then. Is it your view, given your
13 observations in the time after the closing, and after
14 Mr. Brown became involved, that it was very difficult
15 to proceed without going into a whole bunch of
16 examples?

17 It was very difficult to proceed with
18 matters that were necessary for the Collus PowerStream
19 partnership to be successful?

20 MS. CINDY SHUTTLEWORTH: Yes, that's
21 correct.

22 MR. FREDERICK CHENOWETH: All right.
23 Would the activities of Mr. Brown, if I was to use the
24 word sabotaged the partnership, would that be
25 inappropriate, or would you regard that is an

1 appropriate use of a word describing Mr. Brown's
2 efforts with respect to that partnership?

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. FREDERICK CHENOWETH: It'd be
5 appropriate?

6 MS. CINDY SHUTTLEWORTH: Yes.

7 MR. FREDERICK CHENOWETH: Okay. And
8 without really going into the relationship between
9 yourself and Mr. Brown in any particularity, would it
10 be fair to say that you found your relations with Mr.
11 Brown to be difficult?

12 MS. CINDY SHUTTLEWORTH: Extremely so.

13 MR. FREDERICK CHENOWETH: Thank you.
14 And would it be fair to say that as a result of manner
15 and nature of that relationship, that you actually
16 considered quitting your position?

17 OBJ MR. MARCUS OSTROWERKA: Your Honour, I
18 -- I feel like returning to those territories that you
19 mentioned earlier.

20 THE HONOURABLE FRANK MARROCCO: I
21 think the witness has -- I'm not going to allow the
22 question. The witness has said -- described it as
23 extremely difficult, and agreed with your suggestion
24 concerning the PowerStream relationship. I -- I think
25 it's redundant. I'm not getting into any further.

1 MR. FREDERICK CHENOWETH: Thank you.
2 If -- if this is getting into it further, Your Honour,
3 and -- and breaches your -- your view of matters, then
4 -- then tell me so.

5

6

7 CONTINUED BY MR. FREDERICK CHENOWETH:

8 MR. FREDERICK CHENOWETH: Did you
9 regard yourself as -- did you regard the treatment
10 that you received by Mr. Brown as brutal?

11 THE HONOURABLE FRANK MARROCCO: I -- I
12 think it does. I think I -- I'm not getting into any
13 further --

14 MR. FREDERICK CHENOWETH: Very good.
15 Thank you, Your Honour.

16 THE HONOURABLE FRANK MARROCCO: -- and
17 I think that question does.

18 MR. FREDERICK CHENOWETH: Thank you.

19

20 CONTINUED BY MR. FREDERICK CHENOWETH:

21 MR. FREDERICK CHENOWETH: You did
22 indicate that as a result of that relationship, you
23 considered quitting your employment.

24 To the best of your knowledge, was
25 there others related to the Collus PowerStream

1 organization that considered quitting their
2 involvement with that organization because of Mr.
3 Brown?

4 MS. CINDY SHUTTLEWORTH: Many others
5 quit, yes.

6 MR. FREDERICK CHENOWETH: All right.
7 I'm -- many others quit?

8 THE HONOURABLE FRANK MARROCCO: I'm --
9 I -- I've got the -- I believe the witness has made it
10 quite clear that Mr. Brown was, in her view, a cause
11 of a very serious problem in the relationship. I'm
12 really not sure that continuing to go -- that
13 continuing the line of questioning leads to any
14 different conclusion.

15 MR. FREDERICK CHENOWETH: Thank you,
16 Your Honour, thank you.

17

18 CONTINUED BY MR. FREDERICK CHENOWETH:

19 MR. FREDERICK CHENOWETH: If I might
20 just -- just ask a couple of questions from the
21 Foundation Document relating to that. Para -- could
22 we turn to paragraph 789 of the Foundation Document?

23

24

(BRIEF PAUSE)

25

1 MR. FREDERICK CHENOWETH: That's good.
2 On June 10th, 2016, board chair David McFadden
3 announced his intention to resign from the board of
4 directors of Collus PowerStream, citing a
5 dysfunctional relationship between the Town and the
6 company.

7 Did you believe that the actions of Mr.
8 Brown were a significant source of the dysfunction
9 that led Mr. McFadden to resign on June 10th, 2016?

10 THE HONOURABLE FRANK MARROCCO: I -- I
11 -- Mr. McFadden asked about this yesterday?

12 MR. FREDERICK CHENOWETH: He was. He
13 was.

14 THE HONOURABLE FRANK MARROCCO: All
15 right.

16

17 CONTINUED BY MR. FREDERICK CHENOWETH:

18 MR. FREDERICK CHENOWETH: And in any
19 event, do you believe that Mr. Brown's actions were a
20 significant source of the dysfunction that led to Mr.
21 McFadden's res -- resignation --

22 THE HONOURABLE FRANK MARROCCO: I -- I
23 must say, I'm having some difficulty with that. He
24 was asked about this yesterday? I -- I might have
25 missed it. I -- I know that he resigned, and I -- I

1 know there was a newspaper article which indicated it
2 was dysfunctional.

3 I -- I don't really -- I don't really
4 think that's contentious in terms of his view, but I
5 just don't recall him being asked why he resigned. I
6 -- I'm not sure it -- it's really contentious, as I
7 say. I --

8 MR. FREDERICK CHENOWETH: Well, I
9 think that -- that he -- my memory is -- and I stand
10 to be corrected again, where --

11 THE HONOURABLE FRANK MARROCCO: Well,
12 so do I.

13 MR. FREDERICK CHENOWETH: But -- but
14 my memory, as he was -- he was asked, and he indicated
15 that it was a dysfunctional relationship.

16 THE HONOURABLE FRANK MARROCCO: Yes.

17 MR. FREDERICK CHENOWETH: And -- and
18 so there's no question that -- I think it's -- it's
19 common ground between us that he did that and I'm
20 really inquiring of this witness with respect to any
21 observations she might have had as to what she
22 observed in terms of what the source of that
23 dysfunction was. That's all I'm inquiring.

24 THE HONOURABLE FRANK MARROCCO: I
25 think she's indicated it was Mr. Brown. I think the

1 witness has indicated that she concluded that they
2 were never going to reach an agreement. That --
3 that's her -- her evidence, that they were never going
4 to reach an agreement.

5 MR. FREDERICK CHENOWETH: No, that's
6 true. She -- she did indicate --

7 THE HONOURABLE FRANK MARROCCO: I -- I
8 just --

9 MR. FREDERICK CHENOWETH: -- that with
10 respect to shared services.

11 THE HONOURABLE FRANK MARROCCO: I -- I
12 would just like you -- move through this in a way that
13 -- that -- this seems to be the witness's evidence. I
14 -- I think this is more particularity, perhaps, in the
15 evidence, but the witness's testimony is pretty clear
16 as to what she thought the problem was. I really
17 think that.

18 MR. FREDERICK CHENOWETH: Well, I --
19 really, Your Honour, I -- I don't think it's unfair
20 for me to explore the -- the reasons for the
21 dysfunction that's been described by the witnesses,
22 and to explore whether, in fact, the dysfunction which
23 you've said the witness has told us was Mr. Brown,
24 whether that dysfunction led to the resignation of not
25 only Mr. McFadden in June of 2016, but the resolution

1 -- or the resignation of Mr. Worts also in June of
2 2016.

3 THE HONOURABLE FRANK MARROCCO: The
4 witness -- the witness said others resigned. I don't
5 really need to know this, I don't think, who resigned.

6
7 The witness testified that other people resigned.

8 MR. FREDERICK CHENOWETH: Well, we
9 certainly know from 789 and 790 that -- that amongst
10 the others that --

11 THE HONOURABLE FRANK MARROCCO: Yes.

12 MR. FREDERICK CHENOWETH: -- resigned
13 were McFadden and Worts, and I'm -- I'm prepared to
14 leave it there if --

15 THE HONOURABLE FRANK MARROCCO: Well,
16 I don't know if --

17 MR. FREDERICK CHENOWETH: -- you wish
18 me to.

19 THE HONOURABLE FRANK MARROCCO: I
20 don't believe anybody's challenged the fact that Mr.
21 McFadden at some point resigned and Mr. Worts
22 resigned. Mr. McFadden cited a dysfunctional
23 relationship between the Town and the Company. The
24 witness has indicated what she thinks about the cause
25 of the dysfunctional relationship.

1 MR. FREDERICK CHENOWETH: Being Mr.
2 Brown.

3 THE HONOURABLE FRANK MARROCCO: Yes.

4 MR. FREDERICK CHENOWETH: I'm content
5 to leave it there, Your Honour. That -- that was --
6 that was what I wished to get out of the -- the
7 questions, and I'm content with that.

8 Just one (1) moment, Your Honour.

9

10 (BRIEF PAUSE)

11

12 MR. FREDERICK CHENOWETH: I don't
13 believe I have any further questions, Your Honour.
14 Thank you very much.

15 THE HONOURABLE FRANK MARROCCO: Before
16 the next person cross-examines, Ms. Shuttleworth, you
17 -- I'm referring to the email now, the one (1) that
18 has your comments in red back to your -- to the person
19 you're sending it to, to try to interest them in
20 bidding or competing for the audit.

21 You agreed that this person was a
22 business associate, but do I have it right from
23 reading the emails that this was a person at an
24 auditing firm and that you were trying to interest
25 them in bidding for the audit?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 THE HONOURABLE FRANK MARROCCO: But
3 you're not associated in business with that auditing
4 firm?

5 MS. CINDY SHUTTLEWORTH: I was working
6 for that firm previously.

7 THE HONOURABLE FRANK MARROCCO: No,
8 no, but at the time you sent the email you --

9 MS. CINDY SHUTTLEWORTH: No, I was not
10 working there.

11 THE HONOURABLE FRANK MARROCCO: It was
12 someone you knew from a previous life?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 THE HONOURABLE FRANK MARROCCO: Right.

15 MR. GEORGE MARRON: Your Honour, I
16 have a couple of questions, if I may.

17 THE HONOURABLE FRANK MARROCCO: Go
18 ahead.

19 MR. GEORGE MARRON: Thank you.

20

21 CROSS-EXAMINATION BY MR. GEORGE MARRON:

22 MR. GEORGE MARRON: I'd like to refer
23 you, Ms. Shuttleworth, to the Foundation Document,
24 paragraph 663. And let me, while they're doing that,
25 indicate that I'm legal counsel to Sandra Cooper.

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: Thank you. A term
4 that's used for Table 7.4 is extraordinary deduction.

5 I take it that's an accounting term, is
6 it?

7 MS. CINDY SHUTTLEWORTH: It was just a
8 parking spot where we put anything that was related to
9 the sale that wasn't in our normal budget, and then
10 eventually we moved that to appropriate places. It --
11 it really has no relevance, that particular title.

12 MR. GEORGE MARRON: Okay. So I wanted
13 to clear that.

14 The second thing, it indicates that
15 Sandra Cooper was paid a total of \$2,400, and
16 reference to the extraordinary deduction payments.
17 Now, I believe that you testified, and you may not
18 have used the term "per diem" -- I mean, lawyers only
19 talk in Latin when they don't understand what they're
20 saying. So per diem, I don't know much about
21 accounting.

22 I -- I take it that these extraordinary
23 deductions relate to what is normally referred to in
24 accounting as per diem payments for the attendance and
25 the preparation for the attendance by, in this case,

1 Sandra Cooper?

2 MS. CINDY SHUTTLEWORTH: That's
3 correct.

4 MR. GEORGE MARRON: And this relates
5 to the Collus Board attendances and the strategic
6 partnership team --

7 MS. CINDY SHUTTLEWORTH: That's
8 correct.

9 MR. GEORGE MARRON: -- attendances.
10 There's been reference made -- if we could just scroll
11 up on 663. I don't intend to spend a lot of time
12 here, but -- just straight up to the -- to the link
13 documents. Thank you. The last link document, if it
14 could be pulled up, CPS0009048 -- 00001. That could
15 be scrolled up.

16 This -- this is -- indication at the
17 top of this, it's Statement of Payments Per Diem
18 Remuneration. So this would refer back, as it has
19 been noted in the Foundation Document, to the term
20 "extraordinary deduction payments."

21 MS. CINDY SHUTTLEWORTH: yes.

22 MR. GEORGE MARRON: I've noted that if
23 we total the amounts that are set out on the document,
24 9048 -- if that could be scrolled up. If you look at
25 the individual items, it shows, August 3rd and 29th,

1 strategic partnership meeting, so it's two (2) times
2 three hundred (300), September 12th and 19th, two (2)
3 times three hundred (300), then an RFP review
4 conducted or attended to on the 28th of September, and
5 finally two (2) attendances on the 23rd and the 28th
6 of November for the strategic partnership meeting.

7 So -- so my mathematical skills lead me
8 to believe that those amounts would not total what was
9 set out in the Foundation Document of 2,400; rather
10 they appear to be 2,100.

11 MS. CINDY SHUTTLEWORTH: There may
12 potentially be another hidden line for another 300 or
13 --

14 MR. GEORGE MARRON: Yeah. Well, that
15 -- that what I was --

16 MS. CINDY SHUTTLEWORTH: -- on another
17 summary.

18 MR. GEORGE MARRON: Yeah. In other
19 words, there may be something that's been redacted in
20 error?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. GEORGE MARRON: And -- and --

23 MS. CINDY SHUTTLEWORTH: I would think
24 so.

25 MR. GEORGE MARRON: -- it's a \$300

1 amount, so that's probably what happened.

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. GEORGE MARRON: All right, thank
4 you. Those are my questions. Thank you.

5

6 CROSS-EXAMINATION BY MR. TIM FRYER

7 MR. TIM FRYER: Justice Marrocco --

8 MS. CINDY SHUTTLEWORTH: Good morning.

9 MR. TIM FRYER: -- Ms. Shuttleworth.

10 I'll state for the record that I'm representing myself
11 in these proceedings and will be asking you some
12 questions. I'll try to follow along with your
13 provided affidavit evidence, but there are differences
14 to your testimony, so if I could bring the affidavit
15 up.

16

17 (BRIEF PAUSE)

18

19 MR. TIM FRYER: And Item 3. You'll
20 recall making this affidavit statement?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. TIM FRYER: Okay. Do you recall
23 that Mr. Houghton spoke to the employees immediately
24 once we knew the OEB had approved so that everybody
25 would hear it from him and not hear it on the street?

1 MS. CINDY SHUTTLEWORTH: No.

2 MR. TIM FRYER: Okay. I was there for
3 that, up in the lunchroom, so there's witnesses of
4 that.

5 MS. CINDY SHUTTLEWORTH: I believe
6 this was late in the day, the day that the OEB
7 actually approved it, that we had this conversation.

8 MR. TIM FRYER: So you're alleging,
9 yes?

10 MS. CINDY SHUTTLEWORTH: Yes.

11 MR. TIM FRYER: I spoke with him
12 privately then to advise him. That was the first time
13 I advised anybody, and then I spoke to you.

14 MS. CINDY SHUTTLEWORTH: You spoke to
15 me the -- when I told you that the OEB had approved
16 the deal, which came up immediately from the time I
17 was refreshing the website.

18 MR. TIM FRYER: Okay. So it's a
19 pretty small office. Was there any witnesses to that?

20 MS. CINDY SHUTTLEWORTH: I don't know.

21 MR. TIM FRYER: Okay. So we'll have
22 to leave it at that.

23 We did have a discussion. We sat down
24 and had a discussion about my decision to retire?

25 MS. CINDY SHUTTLEWORTH: I remember

1 you standing in the doorway that day and it was a
2 short discussion.

3 MR. TIM FRYER: I can remember us
4 sitting down and having a discussion about going
5 forward with my retirement. Do you --

6 MR. MARCUS OSTROWERKA: Is there a
7 question there?

8

9 CONTINUED BY MR. TIM FRYER:

10 MR. TIM FRYER: Do you recall that?

11 MS. CINDY SHUTTLEWORTH: Was it a
12 different day than this particular one (1) that we're
13 speaking of?

14 MR. TIM FRYER: It was after I'd
15 spoken to Mr. Houghton.

16 MS. CINDY SHUTTLEWORTH: It may have
17 been on a different day, yes.

18 MR. TIM FRYER: So at that meeting I
19 conveyed to you the concern about the impact that
20 would -- it would have on you, because of course I was
21 retiring and our plan had been for me to retire in
22 2014. Do you recall that?

23 MS. CINDY SHUTTLEWORTH: Yes, I recall
24 that there was going to be a five-year period where
25 you would transfer information and assist me to help

1 learning the company.

2 MR. TIM FRYER: But I did convey to
3 you that I was concerned about the impact on you of me
4 retiring?

5 MS. CINDY SHUTTLEWORTH: Yes, you did.

6 MR. TIM FRYER: Okay. Did you have a
7 sense that I was unhappy about the impact on you, so
8 generally my retirement in general?

9 MS. CINDY SHUTTLEWORTH: I felt like
10 you were very kind about it and you were concerned
11 that it was putting me in a difficult spot.

12 MR. TIM FRYER: Okay. Do you recall
13 me telling you I had every confidence in your ability,
14 because that's why I chose you?

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. TIM FRYER: Okay. You indicated
17 that prior to our meeting you had a sense I was
18 unhappy with the sale, but never said anything to you
19 about it whatsoever.

20 MS. CINDY SHUTTLEWORTH: Correct.

21 MR. TIM FRYER: Thank you. And there
22 were plenty of opportunities, including our
23 significant discussion meeting, since we worked so
24 closely together as part of your training?

25 MS. CINDY SHUTTLEWORTH: Correct.

1 MR. TIM FRYER: Okay. So -- so we did
2 have the significant discussion, and I do not recall
3 at all the -- the other conversation.

4 So is it possible you sensed I was
5 unhappy about my retirement decision, if the OEB
6 approved the sale?

7 MS. CINDY SHUTTLEWORTH: Just my
8 feeling was that you were not particularly happy with
9 the sale, but that is just my opinion of what I
10 thought.

11 MR. TIM FRYER: But -- I'm asking you
12 if you sensed perhaps that I was unhappy about having
13 to retire.

14 MS. CINDY SHUTTLEWORTH: I don't know
15 that you had to retire, so I thought you decided that
16 you wanted to retire.

17 MR. TIM FRYER: I can understand I
18 hadn't expressed it to you. I'm talking about before
19 the decision.

20 So I can understand just as I just
21 asked about the sense of me being upset because I was
22 going to be retiring, was maybe that's what you were
23 seeing?

24 MS. CINDY SHUTTLEWORTH: Maybe.

25 MR. TIM FRYER: Okay, thank you.

1 I think it'd be illogical to think
2 about -- that since I had reached that decision,
3 obviously privately, there was a chance that it may
4 not be approved, right? So I wouldn't say anything to
5 you prior to the OEB announcement because there was a
6 chance the OEB may say no.

7 MS. CINDY SHUTTLEWORTH: It was
8 directly after the OEB made the announcement.

9 MR. TIM FRYER: I'm just talking about
10 that unhappiness that you sensed --

11 MS. CINDY SHUTTLEWORTH: Yes.

12 MR. TIM FRYER: -- right? And that I
13 hadn't conveyed it to you. And all I'm saying is it
14 makes sense that I wouldn't convey it to you until
15 after the OEB made their decision, because there was a
16 chance that they may not.

17 MS. CINDY SHUTTLEWORTH: Correct.

18 MR. TIM FRYER: So if it was approved,
19 there was going to be this shorter timeline for you
20 and I, right? And it was what we had agreed on, just
21 what you said, we were looking at about a four (4) or
22 five (5) year window?

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. TIM FRYER: Yes. So that change
25 and the impact on all finance colleagues was the major

1 reason for my commitment to provide cost-free service
2 for a year after my retirement date. I wasn't
3 required though, so that was very good.

4 Did I ever discuss being stressed with
5 you?

6 MS. CINDY SHUTTLEWORTH: No, that was
7 just my observation.

8 MR. TIM FRYER: And you feel
9 comfortable in saying I was?

10 MS. CINDY SHUTTLEWORTH: I was
11 concerned, yes, that you were -- about how you were
12 doing.

13 MR. TIM FRYER: I'll convey to you
14 that I was concerned as well for you, because we were
15 in the same boat.

16 MS. CINDY SHUTTLEWORTH: Yes.

17 MR. TIM FRYER: Okay. I'm going to
18 move on now to Mr. Neate's evidence.

19 So your item number 4, I'm sorry, I
20 won't be -- I want that to stay up, so just scroll 4
21 up a little bit.

22 Item 4 refers to you being advised from
23 Mr. Houghton, December 2nd, about a December 2nd
24 meeting that Mr. Neate had strongly expressed his
25 opposition to the sale?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. TIM FRYER: Mr. Neate has stated
3 he didn't make those submissions at that meeting.

4 Did he expressly -- or did he directly
5 express concerns to you?

6 MS. CINDY SHUTTLEWORTH: Ed Houghton?

7 MR. TIM FRYER: Mr. Neate.

8 MS. CINDY SHUTTLEWORTH: Mr. -- Mr.
9 Neate? No. I was not in attendance at whatever
10 meeting it was where his concerns were brought forth.

11 MR. TIM FRYER: As I said, he didn't
12 directly express anything to you?

13 MS. CINDY SHUTTLEWORTH: No.

14 MR. TIM FRYER: Mr. Neate has said
15 that he did not make those --

16 MS. CINDY SHUTTLEWORTH: This -- this
17 is through Mr. Houghton.

18 MR. TIM FRYER: Okay. Relating back
19 to your earlier review of what we just talked about,
20 did Mr. Houghton ever indicate to you that I was
21 opposed to the sale?

22 MS. CINDY SHUTTLEWORTH: No.

23 MR. TIM FRYER: So item 7. So you say
24 here that his comments were a tipping point, which Mr.
25 Neate is saying he didn't make.

1 Is that still your thoughts then?

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. TIM FRYER: Okay. So you also say
4 prior to December 2nd, 11th, here you say:

5 "Collus had concerns with his work
6 as primary audit partner."

7 MS. CINDY SHUTTLEWORTH: Yes.

8 MR. TIM FRYER: Okay. Through June to
9 December, did I as Chief Financial Officer, the one
10 (1) working most directly with Mr. Neate, indicate
11 this to you?

12 MS. CINDY SHUTTLEWORTH: No.

13 MR. TIM FRYER: On May 16th, Mr.
14 McFadden testified he had no problem with Mr. Neate.

15 MS. CINDY SHUTTLEWORTH: Correct.

16 MR. TIM FRYER: So who is Collus
17 you're referring to here?

18 MS. CINDY SHUTTLEWORTH: This was in
19 the period between January and March that Ed Houghton
20 was expressing more so his concerns about Ralph Neate
21 and he had asked -- requested from me a number of
22 times to be looking at an alternative because he was
23 unhappy with the work.

24 MR. TIM FRYER: So it was Mr.
25 Houghton?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. TIM FRYER: Okay. So item 9, your
3 note about not participating in any discussions about
4 the impact of selling shares in Collus Holding on
5 shared services, is that correct?

6 MS. CINDY SHUTTLEWORTH: Sorry,
7 paragraph 9?

8 MR. TIM FRYER: Yes, paragraph 9.

9 MS. CINDY SHUTTLEWORTH: Yes.

10 MR. TIM FRYER: I agree with that
11 because I don't recall there were any -- it wouldn't
12 have a direct impact or -- or possibly if it was done
13 just in a normal stead, right?

14 MS. CINDY SHUTTLEWORTH: I think
15 that's why it wasn't discussed, because it shouldn't
16 have an impact in -- in any way. There was no assets
17 in it or energy or the holding company. So I think
18 that's why it wasn't discussed.

19 MR. TIM FRYER: Yes. It made sense
20 that it could be done, I mean we were already doing it
21 in the one (1) corporation if it ended up in the other
22 corporation.

23 MS. CINDY SHUTTLEWORTH: Yes. It
24 should have been irrelevant.

25 MR. TIM FRYER: So there hadn't been

1 any discussions. But -- and as you've explained, it
2 would be the partners involved and the corporation
3 structure changes if we were thinking of dissolving
4 Solutions at that point in time, those would be the
5 kind of factors that would -- would -- would
6 necessitate discussions, I guess.

7 MS. CINDY SHUTTLEWORTH: Yes.

8 MR. TIM FRYER: You also say you
9 recall the letter agreement that we were -- that
10 counsel for Justice was earlier talking about, the
11 July 31st agreement for services to be continuing on
12 after the closing?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 MR. TIM FRYER: So when do you recall
15 becoming aware of that letter?

16 MS. CINDY SHUTTLEWORTH: I -- I
17 definitely was aware of the shorter letter that we
18 looked at on the screen this morning from the mayor
19 indicating the services would continue.

20 I -- I may have seen the other longer
21 one, but I just can't recall it at this time.

22 MR. TIM FRYER: So as -- I'm going to
23 ask you about the other one, but this July 31st one,
24 which as you say is the more detailed one, right?

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. TIM FRYER: I was trying to get a
2 sense if it was shortly after, was it before September
3 30th?

4 MS. CINDY SHUTTLEWORTH: The mayor's
5 letter came in March and that PowerStream letter was
6 in July. I think it was dated July 31st, 2012. Yes.

7 MR. TIM FRYER: Yes, okay.

8 So -- and I -- and I was there at that
9 point in time, but I don't recall it either.

10 MS. CINDY SHUTTLEWORTH: Okay, yes.

11 MR. TIM FRYER: So if we could go to
12 Appendix A, we -- we've been in this a little bit and
13 -- and it is to look at the February 26th portion of
14 that email. If we could just scroll down.

15 MS. CINDY SHUTTLEWORTH: Okay.

16 MR. TIM FRYER: And down so we can see
17 the whole fourth -- it's kind of the fourth bullet
18 that I'm looking at right now.

19 So if we look at the fourth bullet,
20 there's a four-part paragraph you've put down there.

21 MS. CINDY SHUTTLEWORTH: M-hm.

22 MR. TIM FRYER: And -- and -- and
23 you'd be familiar with the content, we've look at it a
24 couple of times.

25 Do you believe those are appropriate

1 comments to be making about one (1) firm to another
2 firm?

3 MS. CINDY SHUTTLEWORTH: Yes. It's
4 required when you're switching firms to give a reason
5 for why you would be leaving the previous firm and
6 it's considered a very serious thing to switch firms.

7 So they -- the auditors need to know
8 the reason in detail for why you're wanting to move.

9 MR. TIM FRYER: And naming names of
10 people as well?

11 MS. CINDY SHUTTLEWORTH: I would think
12 so, because he -- he was the partner there.

13 MR. TIM FRYER: A last look down at
14 the one (1) that says "and yes", just -- you have to
15 scroll a little bit. There -- there's good.

16 So in here you refer to Tim being on a
17 leave of absence.

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: Do you feel that's an
20 appropriate comment to make in that email?

21 MS. CINDY SHUTTLEWORTH: I think that
22 it's reflective of the work that was involved at that
23 time, yes. There's nothing specific.

24 MR. TIM FRYER: Okay, so you do see
25 "leave of absence" which is unlike some other evidence

1 that's been submitted, but did you share at any other
2 time by email, telephone, or conversation, this detail
3 about me with anyone else at this firm?

4 MS. CINDY SHUTTLEWORTH: No.

5 MR. TIM FRYER: Okay. I received a
6 phone call three minutes out of the office after being
7 told I was being on leave, on February 2nd, 2012, from
8 a colleague at another LDC, asking about me being on
9 leave.

10 I had then -- I had been told the -- at
11 the time when -- when Mr. Houghton and Ms. Hogg met
12 with me, just ten (10) minutes before, that they were
13 the only two (2) in the Board that knew about it.

14 But you're saying you never talked to
15 anybody else?

16 MS. CINDY SHUTTLEWORTH: No. I mean,
17 it would come up -- it may have come up in general
18 conversation that you weren't currently there if
19 people were asking where you were. Obviously, two (2)
20 months is a long period of time.

21 MR. TIM FRYER: When do you recall --

22 MS. CINDY SHUTTLEWORTH: No, I never
23 provided any details about where you were or why you
24 were away.

25 MR. TIM FRYER: So, as I said,

1 February 2nd at 9:20 probably in the morning I left
2 the office. When do you recall being told that I was
3 going to be on leave?

4 MS. CINDY SHUTTLEWORTH: Tim, I can't
5 recall in that kind of detail that many years ago, but
6 I definitely was not sharing any personal information
7 about you.

8 MR. TIM FRYER: Okay. So, for the
9 next part, to assist reading my review, I wanted to go
10 over some of my earlier testimony. So, I was going to
11 ask for the May 14th transcript to be please brought
12 up.

13

14 (BRIEF PAUSE)

15

16 MR. TIM FRYER: And to page 91, lines
17 438. And it says:

18 "The new structure to meet the
19 Electricity Act, I felt that the
20 shared employees should say in the
21 public utilities rather than move
22 them into the service company with
23 the OBA structure. I wasn't
24 successful with that."

25 That is about when Solutions was

1 decided on.

2 MS. CINDY SHUTTLEWORTH: Okay.

3 MR. TIM FRYER: Does that make sense?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. TIM FRYER: I didn't want it. It
6 refers back to 2001. And it would have been much
7 earlier if the employees were in the public utilities
8 because we'd only be doing charges directly over the
9 power then. Would you agree?

10 MS. CINDY SHUTTLEWORTH: It may have
11 removed one (1) other level of company, yes.

12 MR. TIM FRYER: So, if we can go to
13 page 20, lines 8 to 13. And this is a response to one
14 (1) of Justice Marrocco's questions. And so, it's
15 lines 8 to 13, and I'll just read it for the record.

16 "I had made that comment to the
17 Board and to Mr. Houghton, that I
18 had felt one (1) thing that really
19 needed to be worked out before we
20 went through an exercise of a sale
21 would be to get our shared services
22 in order."

23 So, the same thought as yours?

24 MS. CINDY SHUTTLEWORTH: I agree, that
25 would have been good.

1 MR. TIM FRYER: And I agree. And --
2 and, as well, I believe everyone was working on that
3 premise, things like Mr. Do -- Macdonald being a
4 Solutions employee, which I opposed at the outset when
5 that first took place, too. And you noted about that
6 yesterday?

7 MS. CINDY SHUTTLEWORTH: Yes.

8 MR. TIM FRYER: And I -- and, again,
9 we agree on that. And I -- and I will get to that in
10 -- in a moment, as well. So, if we could look at 168,
11 lines 3 to 7.

12 So, this is explaining my understanding
13 back in March 2012. So, I'm going to read it.

14 "I had explained that around March,
15 as far as I was concerned, the
16 duties on taking forward amendments
17 to the service agreements had been
18 turned over -- it says -- to Ms.
19 Shuttleworth and Mr. Houghton."

20 And I believe, if you notice the double
21 end there, I had been thinking in the back of my mind
22 I should really rephrase that to be Mr. Houghton with
23 assistance from Ms. Shuttleworth. That's just a
24 reflection to you about that particular part of the
25 testimony.

1 So, the first question I have relating
2 to this is, do you recall that in March 2012 there was
3 that other letter of agreement that you were talking
4 about, the shorter one (1), first the shared services?
5 So, you do recall that?

6 MS. CINDY SHUTTLEWORTH: Yes.

7 MR. TIM FRYER: So, if we could bring
8 up TOC0117382. And I will ask for this to be an
9 exhibit. And that should be good there, I think.
10 Maybe just if we could see -- oh, the date's at the
11 right-hand side there.

12 THE HONOURABLE FRANK MARROCCO: So,
13 you want this made an exhibit?

14 MR. TIM FRYER: Yes, please.

15 THE HONOURABLE FRANK MARROCCO: This
16 will be an exhibit, yes, the next exhibit.

17

18 CONTINUED BY MR. TIM FRYER:

19 MR. TIM FRYER: So, this is an email
20 from Mr. Houghton and you're -- you're carboned on it,
21 okay, and I'm not, regarding a key point in the
22 transaction closing work, the share purpose agreement
23 release.

24 The last part of the first sentence
25 says:

1 "...and side letter regarding
2 service agreements from escrow."

3 So, as I said, you were copied with
4 this, but you don't recall specifically about that
5 letter?

6 MS. CINDY SHUTTLEWORTH: So, the first
7 sentence is:

8 "It is with great pleasure that I
9 advise you that late yesterday
10 afternoon we were in a position to
11 release the share purchase agreement
12 and side letter regarding the
13 service agreements from escrow."

14 So, yes, I received this in -- this
15 email.

16 MR. TIM FRYER: I'm just saying --

17 MS. CINDY SHUTTLEWORTH: The side
18 letter meaning the initial short letter that was done
19 in March. That sounds correct to me, yes.

20 MR. TIM FRYER: Okay. So, then if we
21 could bring up CPS0009196_00001. And these are the
22 minutes from a joint Collus meeting on March 23rd.
23 Now, we'll note that neither you or I are attending
24 that. Do you see that?

25 MS. CINDY SHUTTLEWORTH: Yes.

1 MR. TIM FRYER: So, if we could go to
2 the bottom of part -- of page 3, the bottom part of
3 page 3. And if we can catch the top part of page 4
4 and keep that paragraph. That's perfect, except --
5 yeah, okay. The page number's gone.

6 I would ask for this to be an exhibit,
7 Your Honour.

8 THE HONOURABLE FRANK MARROCCO: This
9 will be the next exhibit.

10

11 CONTINUED BY MR. TIM FRYER:

12 MR. TIM FRYER: So, Mr. Houghton is --
13 if you take a look and maybe take a moment just to
14 read through before I ask you anything about it.

15

16 (BRIEF PAUSE)

17

18 MS. CINDY SHUTTLEWORTH: Okay.

19 MR. TIM FRYER: So, it's about
20 agreements and structure. Would you agree?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. TIM FRYER: And the last part --
23 or -- or the second last sentence, I guess:

24 "Mr. Houghton suggested that we
25 leave our current model in place and

1 react when further changes take
2 place."

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. TIM FRYER: You see that? Okay.
5 If we could bring up CPS0003130.

6

7 (BRIEF PAUSE)

8

9 MR. TIM FRYER: And, Justice Marrocco,
10 I would ask for this to be an exhibit.

11 THE HONOURABLE FRANK MARROCCO: It'll
12 be the next exhibit.

13

14 CONTINUED BY MR. TIM FRYER:

15 MR. TIM FRYER: So, this is my
16 detailed May -- March 26, 2012, email to Mr. Houghton
17 and yourself?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: And it is regarding
20 shared services?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. TIM FRYER: You can see the -- the
23 highlight there. So, it explains everything to date
24 of the shared service agreements that are in place.
25 And I wanted to review the first paragraph, just the

1 header paragraph, I guess. So, it says:

2 "Ed, as per our conversations last
3 week, I have collected the current
4 service agreement information that
5 we are operating by.

6 I'll put a short line -- outline
7 together in this email and place the
8 various printed copies in your
9 basket."

10 So, this was when I was providing the
11 requested info from the week before because it was
12 going to be handled as part of the final closing work.
13 I had been advised prior to that that I would not be
14 working on any of that task.

15 So, it would be -- and you've
16 described, actually, earlier the detailed work that
17 you would be assisting with to do the closing?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: Okay. So, was there
20 any work that you can recall that I worked on for
21 those close -- the closing of the transaction in -- in
22 those final four (4) to five (5) months?

23 MS. CINDY SHUTTLEWORTH: Not that I
24 can recall.

25 MR. TIM FRYER: Okay. So, looking

1 further at the email content -- and we'd have to go
2 down to number 12. And it's -- I'm going to read the
3 sentence.

4 "I believe this is other information
5 that could be useful when
6 determining the service agreements."

7 So, it appears like I'm handing it off
8 to somebody. Does that make sense?

9 MS. CINDY SHUTTLEWORTH: I took it as
10 an information providing email.

11

12 (BRIEF PAUSE)

13

14 MR. TIM FRYER: So, the first sentence
15 in the next paragraph:

16 "As I understand, the intention is
17 to take all the current agreements
18 and determine the new service
19 agreement structure that will be in
20 place going forward."

21 So, the similar -- similar wording to
22 what was in the earlier one (1) that we verified. So,
23 to -- understanding the intention, again, appears to
24 be handing it off?

25 MS. CINDY SHUTTLEWORTH: I did not

1 understand it that way, and no one (1) conveyed to me
2 that you wouldn't be working on that work anymore, as
3 well as the amount of work I had on my plate, it would
4 not have even been possible.

5 MR. TIM FRYER: Okay. So just for
6 final reference at the last half, so just scroll down
7 a little bit more. The last half of the last
8 sentence, so scroll a little more. No. I guess -- I
9 guess in the last paragraph, yes.

10 So we can discuss this in more detail
11 when you want, but I thought it was important to point
12 this out now for during the decision-making process.

13 So again, the email is directed to
14 Mr. Houghton. You're only copied.

15 MS. CINDY SHUTTLEWORTH: Yes.

16 MR. TIM FRYER: Right? But it appears
17 to be that -- I am assuming that some decision-
18 making's going to be done, and then we would be
19 talking about it.

20 MS. CINDY SHUTTLEWORTH: Yes. We were
21 quite aware that something needed to be done with the
22 Shared Service Agreements.

23 MR. TIM FRYER: But as I said, this
24 was directed to Mr. Houghton, and I'm expecting the
25 decision is to be made.

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. TIM FRYER: Okay. Great. Thank
3 you. So if we could bring up TOC0515646?

4

5 (BRIEF PAUSE)

6

7 MR. TIM FRYER: And then we'll ask for
8 this to be an exhibit.

9 THE HONOURABLE FRANK MARROCCO: The
10 next exhibit.

11

12 CONTINUED BY MR. TIM FRYER:

13 MR. TIM FRYER: And this is joint
14 meeting, April 16th, 2012. Just scroll a little bit.
15 Although our names are showing, what I was showing
16 there is that both you and I are in attendance at this
17 particular meeting.

18 If we just scroll a little bit down,
19 just scroll a little more to the finance items and
20 just hold it there.

21 What I'm looking at here is I am there,
22 but it appears that I am only there to be in the loop
23 as I don't report on anything. And I don't ever
24 remember being at a Board meeting and not reporting on
25 something. You report on IFRS and loan discussions.

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. TIM FRYER: And I think if we
3 scroll a little bit more, there's a -- page 2 -- a
4 meeting with PowerStream and securing the loan and
5 such. So all closing matters. So this points again
6 to me not being involved in the closing.

7 And one (1) note, too, that under the
8 HR item -- so if you just scroll down, there'll be an
9 HR item -- this is the one (1) where it says:

10 "The Board is informed of acting CAO
11 appointment for Mr. Houghton."

12 MS. CINDY SHUTTLEWORTH: Yes.

13 MR. TIM FRYER:

14 "It was viewed as a great
15 opportunity to demonstrate the
16 efficiencies and economies we have
17 with the Town."

18 Would you agree with that?

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. TIM FRYER: I would, too.

21 Mr. McFadden agreed that also with -- with this -- as
22 a perfect scenario because Mr. Houghton now was the
23 head of the three (3) shared services partners.

24 MS. CINDY SHUTTLEWORTH: Yes.

25 MR. TIM FRYER: But I know many

1 factors had to be sorted out before close on
2 July 31st. So not before the letter had to be done,
3 right? Because they just couldn't be all worked out.

4 So regarding that amendment letter --
5 right -- we were -- that's the July 31st one (1) that
6 I'm referring to?

7 MS. CINDY SHUTTLEWORTH: M-hm.

8 MR. TIM FRYER: Okay. And you had
9 said that you weren't aware of it, and you weren't
10 sure kind of when you became aware of it.

11 So before ending, I believe the
12 intention was always that we'll get them done, and the
13 preference would be as soon as possible. But the
14 possible depended on PowerStream as much as anything
15 up to the closing, sorting things out with
16 PowerStream.

17 MS. CINDY SHUTTLEWORTH: I -- I think
18 we needed to sort things out with the Town of
19 Collingwood and the water company.

20 MR. TIM FRYER: As well.

21 MS. CINDY SHUTTLEWORTH: I -- I didn't
22 see PowerStream as being as involved in it as the
23 existing people that were in the partnership, the
24 Shared Service Agreements.

25 MR. TIM FRYER: Do you recall we were

1 thinking of some services coming from PowerStream
2 fairly --

3 MS. CINDY SHUTTLEWORTH: Yes.

4 MR. TIM FRYER: -- new in to it?

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. TIM FRYER: Like, for instance,
7 the 24/7 call line and that type of thing?

8 MS. CINDY SHUTTLEWORTH: Yes. After
9 close --

10 MR. TIM FRYER: And possibly GIS. I
11 don't know for certain on that 'cause I don't know how
12 it was progressing.

13 MS. CINDY SHUTTLEWORTH: Yes.

14 MR. TIM FRYER: But that's what I was
15 alluding to is that PowerStream was chosen as the
16 partner because we thought there was some tremendous
17 advantage to getting services from them to assist.

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: So that's what I meant
20 about sorting that out. We'd need to know what
21 services they were going to be doing as well as, as
22 you said, the water and anything directly to the Town.

23 MS. CINDY SHUTTLEWORTH: Yes.

24 MR. TIM FRYER: Okay. So the next one
25 (1) I want to refer to, you mentioned earlier about

1 Mr. MacDonald, you know, and I was going to circle
2 back to it? So I wanted to bring up DFA0000039.

3

4 (BRIEF PAUSE)

5

6 MR. TIM FRYER: So this is that Water
7 and Wastewater Service Review. I think you just
8 scroll a little to show the date, June 22nd -- yes --
9 '15. So if we could go to slide 40?

10

11 (BRIEF PAUSE)

12

13

14 MR. TIM FRYER: You're familiar with
15 this?

16 MS. CINDY SHUTTLEWORTH: No.

17 MR. TIM FRYER: This is the high-level
18 report of savings generated by services being brought
19 back into the town.

20 MS. CINDY SHUTTLEWORTH: Who -- who's
21 DFA Infrastructure International?

22 MR. TIM FRYER: Okay.

23 THE HONOURABLE FRANK MARROCCO: You
24 know, Mr. Fryer, is it going to be useful to ask a
25 witness about a document that she's not familiar with?

1 Is there -- is there going to be a question out of
2 that that is useful?

3 MR. TIM FRYER: I was simply just
4 going to -- because I knew Ms. Shuttleworth had
5 expressed concern about this because I was a member of
6 Council. But if she doesn't recall right now,
7 that's -- I can understand that.

8 So I was just going to simply make the
9 comment that this is estimation, right? And in my
10 opinion not a complete report because it didn't look
11 at all the factors?

12 MS. CINDY SHUTTLEWORTH: Is --

13 THE HONOURABLE FRANK MARROCCO: Well,
14 I don't know how the witness -- if the witness is not
15 familiar with the document --

16 MS. CINDY SHUTTLEWORTH: I'm starting
17 to --

18 THE HONOURABLE FRANK MARROCCO: No,
19 no, Ms. Shuttleworth. Hang on.

20 MS. CINDY SHUTTLEWORTH: Okay.

21 THE HONOURABLE FRANK MARROCCO: If
22 you're starting to remember the document, that's one
23 (1) thing. If you don't know anything, I just don't
24 understand how the witness can agree that a document
25 does something when the witness has said I -- I don't

1 recognize the document.

2 MS. CINDY SHUTTLEWORTH: I -- I think
3 I am starting to recall.

4 THE HONOURABLE FRANK MARROCCO: Oh,
5 yes. All right. All right. Well, I...

6

7 CONTINUED BY MR. TIM FRYER:

8 MR. TIM FRYER: I was just going to
9 say I could perhaps ask it a different way. But I'm --
10 I did believe you'd recall this high-level estimate.

11 MS. CINDY SHUTTLEWORTH: I believe
12 this is a page from one (1) of the consultants that
13 did a study of the Shared Service Agreement and what
14 potential savings they could make by discontinuing it.
15 Would that -- is -- am --

16 MR. TIM FRYER: So you're correct.
17 And -- and estimated.

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: Yes. That -- that was
20 the main --

21 MS. CINDY SHUTTLEWORTH: And yes, I
22 disagree -- I disagreed with the savings that they
23 were potentially assuming they could have.

24 MR. TIM FRYER: Because the report
25 wasn't all-encompassing like it needed to be.

1 MS. CINDY SHUTTLEWORTH: It -- I felt
2 it was inaccurate, and the way that it specifically
3 dealt with burdens was incorrect.

4 MR. TIM FRYER: So the water and
5 wastewater financial plan that will be worked on this
6 year will give us actuals and be able to do some
7 comparisons.

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. TIM FRYER: So I can move on from
10 that one, and I bring up CJI0006676.

11

12 (BRIEF PAUSE)

13

14 MR. TIM FRYER: Judge Marrocco, I
15 can't remember if I asked for an exhibit for that
16 previous one?

17 THE HONOURABLE FRANK MARROCCO: It'll
18 be -- I'll make it an exhibit to be the next exhibit.

19 MR. TIM FRYER: And I'll be making
20 this an exhibit.

21 THE HONOURABLE FRANK MARROCCO:

22 Well --

23 MR. TIM FRYER: This slide that I'll
24 ask for here. This will be my last one.

25 THE HONOURABLE FRANK MARROCCO: --

1 well, let's ask the witness if she has any knowledge
2 about it.

3 MR. TIM FRYER: Okay. Yeah.

4 THE HONOURABLE FRANK MARROCCO: I'm
5 not being very difficult about making documents
6 exhibits but...

7

8 CONTINUED BY MR. TIM FRYER:

9 MR. TIM FRYER: So this is Services
10 Agreement review -- report that went to Council, and
11 I'm going to look at the slide 29. There's actual
12 information there, so that's what I'm going to key on.
13 I think you will recall this one, too, because I am
14 sure you expressed displeasure about this one.

15 But what I wanted to key on was the
16 column -- the fifth column "actual expenditures paid
17 by CPU to SERVCO," and SERVCO was Solutions, right?

18 MS. CINDY SHUTTLEWORTH: Yes.

19 MR. TIM FRYER: So this actually --
20 that column puts a quantum to the yearly amount of
21 charge that was going over to the water department and
22 being paid.

23 We've talked quite a bit about service
24 over the last few days, and I -- and would you agree
25 this is an important element for this proceeding to

1 have so they can see those quantum of what that cost
2 would be?

3 MS. CINDY SHUTTLEWORTH: I don't
4 recall this one (1) as much as I could somewhat recall
5 the other one. But in general, I remember my reaction
6 to it was that it wasn't fairly presented.

7 MR. TIM FRYER: The other columns?

8 MS. CINDY SHUTTLEWORTH: I can't
9 recall what specifically about it I was thinking
10 wasn't correct. I'm just trying to look at all this
11 info -- it's a lot of columns and numbers, but --

12 MR. TIM FRYER: And I don't -- I
13 didn't want you to --

14 MS. CINDY SHUTTLEWORTH: I -- I --
15 overall my impression was it wasn't a fair
16 presentation to --

17 MR. TIM FRYER: But do you agree the
18 actual figures would be the actual figures? I know
19 you don't have your books in front of you.

20 Maybe I could ask --

21 MS. CINDY SHUTTLEWORTH: I couldn't
22 say it with any certainty, no. I -- I just can't.

23 MR. TIM FRYER: I could ask a question
24 I think that may help with that.

25 So at the bottom, 2014, in that column

1 you notice it's 718668?

2 MS. CINDY SHUTTLEWORTH: Yes.

3 MR. TIM FRYER: And the year before it
4 was 921 --

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. TIM FRYER: -- and -- and change.
7 Would that be the year, the first full year that Brian
8 MacDonald was out and over to the Town, as he should
9 have been?

10 MS. CINDY SHUTTLEWORTH: I think that
11 that makes sense, yes.

12 MR. TIM FRYER: Okay. And that's --
13 that's good enough. I'm -- you haven't seen this
14 slide for a while and that -- that was what I was
15 trying to -- to --

16 THE HONOURABLE FRANK MARROCCO: I'll
17 make it an exhibit, Mr. Fryer.

18 MR. TIM FRYER: Thank you very much.

19

20 CONTINUED BY MR. TIM FRYER:

21 MR. TIM FRYER: I'd just ask in
22 regards to this part of the questioning, do you have
23 any further thoughts to what I've asked about in
24 relation to the information that was going to Council
25 is what I've presented here?

1 MS. CINDY SHUTTLEWORTH: No.

2 MR. TIM FRYER: Okay, so that all
3 being said, I believe those are my questions, Justice
4 Marrocco.

5 THE HONOURABLE FRANK MARROCCO: Before
6 the next questioner, is there some reason why someone,
7 perhaps a former employee or -- couldn't have been
8 hired and specifically tasked with coming to a final
9 resolution about what these shared services -- what --
10 what the shared services agreements would be going
11 forward?

12 I appreciate what you've said, it would
13 be too much work for the existing staff to do, I
14 understand that.

15 Is there some reason why someone
16 couldn't have been hired to do this?

17 MS. CINDY SHUTTLEWORTH: It's more the
18 amount of time it takes with the lawyers to draft,
19 review, send it to different parties, have them
20 comment, edit, send back, that process with the
21 lawyers tends to take a long period of time.

22 THE HONOURABLE FRANK MARROCCO: But --
23 but forgetting about the lawyers for a minute, just in
24 terms of what you -- what had to be done financially
25 to get -- to pull those agreements together in a way

1 where going forward the expenses were portioned, is
2 there -- is there some reason why someone couldn't
3 have been called in to -- to do that specific
4 function?

5 MS. CINDY SHUTTLEWORTH: And that --
6 that was the case. We had tra -- basically through
7 the lawyers we would pick someone who was accustomed
8 to dealing with that kind of work and they would draft
9 the agreements for us.

10 THE HONOURABLE FRANK MARROCCO: And
11 it's not the drafting of the -- I appreciate that
12 lawyers have to draft the agreements and very often in
13 these commercial transactions the hours the lawyers
14 work to -- to bring them together and close them are -
15 - are quite significant.

16 But they -- they can't work with what
17 they don't have and -- and what I was understanding
18 you to say is finance was working so hard that there
19 was just no way it could spend any additional time the
20 -- the significant amount of time it would take to
21 sort out all the financial services on a going forward
22 basis.

23 So I guess my question is -- is -- is
24 there some reason why an additional person couldn't
25 have been added to sort that part of it out so that on

1 July 31st this issue wouldn't have been -- it wouldn't
2 have been necessary to deal with it in the way that it
3 was?

4 MS. CINDY SHUTTLEWORTH: Yes, that
5 could be a possibility.

6 THE HONOURABLE FRANK MARROCCO: And --
7 and was it discussed or just -- just never -- nobody
8 talked about it or?

9 MS. CINDY SHUTTLEWORTH: I -- I don't
10 recall that coming up as an option, discussed.

11 THE HONOURABLE FRANK MARROCCO: All
12 right, thank you.

13 Who's next? Mr. Watson...?

14 MR. MICHAEL WATSON: Your Honour, I
15 think no one in this room is going to be disappointed
16 to hear that I have no questions.

17 THE HONOURABLE FRANK MARROCCO: Well -
18 - well, I am, Mr. Watson.

19 MR. MICHAEL WATSON: In that case,
20 Your Honour, I have the following --

21 THE HONOURABLE FRANK MARROCCO: I'm
22 sorry, Mr. Watson, your time is up.

23 Mr. Bonwick...?

24 MR. PAUL BONWICK: Thank you.

25 Unfortunately, I will not be following his path.

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

3

4 CROSS-EXAMINATION BY MR. PAUL BONWICK

5 MR. PAUL BONWICK: Maybe I'll come up
6 there. Good afternoon, Ms. Shuttleworth.

7 MS. CINDY SHUTTLEWORTH: Good
8 afternoon.

9 MR. PAUL BONWICK: I'm Paul Bonwick, a
10 participant at the hearing, representing myself.

11 MS. CINDY SHUTTLEWORTH: Nice to meet
12 you.

13 MR. PAUL BONWICK: There's a couple of
14 small housekeeping matters, just to sort of satisfy my
15 own mind that I wanted to address with you.

16 But before I do so, I just wanted to
17 put a couple of questions to you regarding any
18 communications we may or may not have had.

19 MS. CINDY SHUTTLEWORTH: Yes.

20 MR. PAUL BONWICK: Do you recall at
21 any time me emailing, calling, dropping by the office
22 to speak to you about the process leading up to the
23 RFP or the -- the formation of the documents or
24 subsequently following up after the formations of the
25 documents?

1 MS. CINDY SHUTTLEWORTH: No.

2 MR. PAUL BONWICK: Thank you.

3 I just wanted to quickly go to the
4 point that's been raised on a couple of occasions
5 related to you reaching out to a separate or a
6 different accounting firm with an explanation of why
7 you were doing so.

8 Would you consider it normal or
9 standard operating procedure that a president and a
10 CEO or Board members might be very interested in the
11 CFO's opinion of going to one (1) particular
12 accounting firm over another?

13 MS. CINDY SHUTTLEWORTH: Yes.

14 MR. PAUL BONWICK: With regards to
15 bonuses, you've spoke to the fact that bonuses had
16 been issued in the past in a similar fashion.

17 Based on your understanding within the
18 LDC sector, is this a common practice within the LDC
19 sector?

20 MS. CINDY SHUTTLEWORTH: Yes.

21 MR. PAUL BONWICK: In your capacity as
22 a CPA and CPGA -- did I get that right?

23 MS. CINDY SHUTTLEWORTH: It's
24 Chartered Professional Accountant, Certified General
25 Accountant.

1 MR. PAUL BONWICK: Right, thank you.

2 So, in your experience prior to working
3 for Collus and subsequently working for Collus, would
4 you consider it appropriate if you were sitting in on
5 a meeting to offer an opinion on a buy-sell provision
6 within a shareholder's agreement?

7 MS. CINDY SHUTTLEWORTH: Sorry, can --
8 can you say that --

9 MR. PAUL BONWICK: Sure. So in your
10 professional capacity would you deem it reasonable
11 that if you were brought into the meeting to provide
12 comment or hear comments related to the accounting
13 side of the equation, would you feel it appropriate
14 for you to offer advice or comments on other portions
15 of the agreement that was being constructed, for
16 example, a buy-sell provision within an agreement?

17 MS. CINDY SHUTTLEWORTH: I don't -- I
18 don't know if I could speculate on that. I wasn't
19 invited into the meeting to provide any --

20 MR. PAUL BONWICK: I -- I appreciate
21 that and I'm trying to speak in a general sense, not
22 specific to this. But if under any circumstances, in
23 your former life or in this one, you were asked to sit
24 in on a meeting, would you typically comment on
25 matters unrelated to the accounting?

1 MS. CINDY SHUTTLEWORTH: No.

2 MR. PAUL BONWICK: Was it your
3 understanding, as the CFO coming out of the
4 transaction, that one (1) of the more significant
5 priorities, beyond shared services and rates of
6 return, one (1) of the more significant priorities was
7 a desire to expand the LDC footprint and potentially
8 incorporate others, whether that be through
9 amalgamation, partnership agreements, any such
10 opportunity that might exist?

11 MS. CINDY SHUTTLEWORTH: Yes.

12 MR. PAUL BONWICK: In your
13 professional capacity, would you believe it reasonable
14 to assume that with those opportunities might come
15 greater economic benefit for the shareholder?

16 MS. CINDY SHUTTLEWORTH: Absolutely.

17 MR. PAUL BONWICK: And so you would
18 see the potential or that expansion benefiting
19 Collingwood?

20 MS. CINDY SHUTTLEWORTH: Yes.

21

22 (BRIEF PAUSE)

23

24 MR. PAUL BONWICK: These are
25 significant transactions that can represent many

1 millions of dollars.

2 Would you agree that they tend to be
3 somewhat politically sensitive when especially smaller
4 communities are looking at them?

5 MS. CINDY SHUTTLEWORTH: Yes.

6 MR. PAUL BONWICK: Did you believe
7 that there was potentially several opportunities in
8 the first year to grow and engage other regional LDCs
9 to become part of the Collus PowerStream family?

10 MS. CINDY SHUTTLEWORTH: Yes, there
11 was a lot of interest.

12 MR. PAUL BONWICK: Would it,
13 therefore, make sense to you that Collus PowerStream
14 might seek outside counsel or consulting support in
15 order to drive that opportunity and to engage other
16 municipalities?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. PAUL BONWICK: Are you aware of my
19 background as a former member of Parliament
20 representing the riding of Simcoe-Grey?

21 MS. CINDY SHUTTLEWORTH: Not
22 particularly, no, but I have learned that through news
23 articles, yes.

24 MR. PAUL BONWICK: You're aware of
25 that now. Is that safe to say?

1 MS. CINDY SHUTTLEWORTH: Yes.

2 MR. PAUL BONWICK: And are you aware
3 of the fact that the riding of Simcoe-Grey hosts
4 approximately twelve (12) different municipal
5 jurisdictions, or it used to? Are you familiar with
6 the -- the --

7 MS. CINDY SHUTTLEWORTH: I --

8 MR. PAUL BONWICK: -- composite of
9 Simcoe-Grey?

10 MS. CINDY SHUTTLEWORTH: I have --
11 I've never voted before in my life, so, no.

12 MR. PAUL BONWICK: Okay. In your
13 testimony and in your affidavit you indicated that you
14 were aware that it was either the president (sic) or
15 involved with Compenso government relations and public
16 relations firm located in Simcoe-Grey?

17 MS. CINDY SHUTTLEWORTH: Sorry, I
18 was...

19 MR. PAUL BONWICK: That's okay. In
20 your earlier testimony or in your affidavit --

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. PAUL BONWICK: -- it appeared to
23 me you confirmed that you were aware of the fact that
24 I was part of the Compenso organization and that it
25 focussed on government relations and public relations?

1 MS. CINDY SHUTTLEWORTH: Became aware
2 of that, yes.

3 MR. PAUL BONWICK: And so, this
4 question has to really be specific in terms of the
5 area of time, so I'll say pre the CBC News story.
6 Would it make sense to you that, as a consultant
7 providing services, government relations, and public
8 relations within this region and based on my
9 background, that I might be an ideal candidate to help
10 achieve Collus PowerStream's objectives in terms of
11 engaging other municipalities.

12 MS. CINDY SHUTTLEWORTH: Yes, that
13 makes sense to me.

14 MR. PAUL BONWICK: Thank you. Did you
15 -- and I may have missed this, if I did, I apologize.
16 Were you part of the call Mr. Houghton made to me when
17 he terminated my services?

18 MS. CINDY SHUTTLEWORTH: No.

19 MR. PAUL BONWICK: Thank you.

20

21 (BRIEF PAUSE)

22

23 MR. PAUL BONWICK: In your capacity as
24 a -- in your professional capacity rather than mess up
25 the acronyms -- in your professional capacity as a

1 consultant, you spent, I assume, considerable time
2 with Mr. Houghton, the President and CEO, in terms of
3 that working relationship?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. PAUL BONWICK: And I'm wondering
6 if you might share with us what your professional
7 opinion was of Mr. Houghton, how he conducted himself,
8 his relationship with staff, any information you could
9 share related to that matter?

10 MS. CINDY SHUTTLEWORTH: He basically
11 dedicated all his time towards working. The Company
12 and its affiliates were very important to him. He's
13 had a lot of success and innovation in his career. He
14 is very well regarded in the industry.

15 MR. PAUL BONWICK: Would you say staff
16 held him in fairly high regard?

17 MS. CINDY SHUTTLEWORTH: Yes.

18 MR. PAUL BONWICK: Would you say that
19 he, in your opinion, was very competent at fulfilling
20 the responsibilities that had been assigned to him?

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. PAUL BONWICK: Would you agree
23 with me that, at the time when the municipality
24 solicited Mr. Houghton's services to fill a void for a
25 CAO, that Mr. Houghton had an incredibly heavy

1 workload once he took on the responsibility of CAO?

2 He was chair or President of the utilities.

3 As I understand it from Mr. Fryer's
4 testimony, he was President and CEO of Collus, and
5 I've seen a few other entities within that Collus
6 family.

7 Would you agree that the workload must
8 have been very, very significant?

9 MS. CINDY SHUTTLEWORTH: I recall
10 asking him when he slept.

11 MR. PAUL BONWICK: Likely better than
12 now. I put the same question to you. You had a close
13 working relationship with Mr. Fryer?

14 MS. CINDY SHUTTLEWORTH: Yes.

15 MR. PAUL BONWICK: In terms of that
16 relationship leading up, in your professional opinion,
17 what was the overall -- what was your overall opinion
18 in terms of how Mr. Fryer conducted his -- or
19 fulfilled his responsibilities specifically to the
20 accounting side?

21 MS. CINDY SHUTTLEWORTH: We had a very
22 short period of time that overlapped. And -- and
23 during that, he was away for a couple of months, but
24 he was -- he always treated me very kindly, and the
25 other staff.

1 MR. PAUL BONWICK: Would you, in your
2 professional capacity, consider Mr. Fryer to be
3 competent in the responsibilities that he had?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. PAUL BONWICK: Thank you. In your
6 opinion, and I appreciate this may be a bit sub --
7 subjective, but, in your opinion, was Mr. Fryer
8 supportive of the concept of the Collus PowerStream
9 partnership?

10 MS. CINDY SHUTTLEWORTH: In my
11 opinion? No.

12 MR. PAUL BONWICK: Could you bring up
13 -- where did I put that? I know it's a CP --
14 CPS0006920.

15

16 (BRIEF PAUSE)

17

18 MR. PAUL BONWICK: You commented that
19 late that afternoon when you refreshed the OEB website
20 that you were very excited and pleased to see that the
21 approval had been granted by the Ontario Energy Board?

22 MS. CINDY SHUTTLEWORTH: Yes.

23 MR. PAUL BONWICK: You also shared
24 with us, if I understood it properly, that when you
25 announced this to Mr. Fryer he appeared to become very

1 upset and a few brief words, and I won't get into
2 them, basically, he left the building at that point in
3 time?

4 MS. CINDY SHUTTLEWORTH: Yes.

5 MR. PAUL BONWICK: So, that would give
6 you, I assume, further confidence in your opinion that
7 he wasn't necessarily happy in the partnership that
8 had been put together over that period of time?

9 MS. CINDY SHUTTLEWORTH: Yes.

10 MR. PAUL BONWICK: If you can scroll
11 down the proposal elevation -- evaluation, sorry, just
12 kind of slowly. You can see Tim Fryer on the Power --
13 PowerStream column. Just kind of go down, please. Go
14 across. You can Tim Fryer on the PowerStream column.
15 Go down.

16

17 (BRIEF PAUSE)

18

19 MR. PAUL BONWICK: Tim Fryer on the
20 PowerStream column --

21 MS. CINDY SHUTTLEWORTH: Yes.

22 MR. PAUL BONWICK: -- versus the
23 others. And no need to spend any more time on that.

24 The reason I bring that to your
25 attention is, if everybody else was taken out of the

1 scoring for -- away from the task force, or the
2 Strategic Team Task Force that was responsible for
3 scoring this, and it was left solely to Mr. Fryer,
4 PowerStream would have been the successful candidate,
5 or at least the one (1) recommended to the Board, as
6 you can see by the scores --

7 MS. CINDY SHUTTLEWORTH: Yes.

8 MR. PAUL BONWICK: -- especially when
9 you go to the financial portion of -- of the scoring.
10 And so, I'm somewhat confused in terms of the scoring
11 up to that.

12 And I'm wondering, is there more to the
13 story in terms of his lack of satisfaction with the
14 partnership because, clearly, during the lead-up to
15 this he was scoring PowerStream the highest, but yet
16 once PowerStream was -- and Collus were successful
17 with the OEB approval, he appeared to be upset about
18 that final approval.

19 Were there other mitigating
20 circumstances that caused him to be frustrated, in
21 your opinion?

22 MS. CINDY SHUTTLEWORTH: I think he
23 deeply felt that the municipality should retain
24 ownership of Collus, but if forced to make a choice,
25 PowerStream would have been the best choice.

1 MR. PAUL BONWICK: Thank you. I'll
2 close out with this. You had the benefit of working
3 with Collus leading up to the approval with the OEB
4 and you had the benefit of working with Collus
5 PowerStream post-OEB approval.

6 In your professional opinion, I want to
7 just take a mark in time because I know we've talked
8 about the three (3) and four (4) years later as we
9 were trying to get through the shared services
10 agreement --

11 MS. CINDY SHUTTLEWORTH: M-hm.

12 MR. PAUL BONWICK: -- but take a
13 snapshot in time and ask your professional opinion on
14 the year following the approval.

15 Would you please share with me what the
16 environment was like within Collus PowerStream in
17 terms of its relationship with Collingwood, in terms
18 of its relationship with PowerStream for the first
19 year?

20 MS. CINDY SHUTTLEWORTH: It was good.
21 It was excellent. Yes.

22 MR. PAUL BONWICK: An excellent
23 relationship. And so I believe you always have the
24 best interests of the Town of Collingwood and the
25 ratepayers within the LDC in heart as you approach --

1 MS. CINDY SHUTTLEWORTH: Yes. I -- I
2 live here. My -- I have family here. Yes.

3 MR. PAUL BONWICK: And so based on not
4 only your professional opinion but based on the
5 fact -- the love for community and the desire to
6 provide the very best for them, would it be your
7 opinion that the best possible deal was achieved in
8 your experience for that first year?

9 MS. CINDY SHUTTLEWORTH: Yes. I
10 thought it was a wonderful benefit.

11 MR. PAUL BONWICK: That concludes my
12 comments, Your Honour. Thank you.

13 MR. JOHN MATHER: Does counsel for
14 EPCOR have any questions?

15 THE HONOURABLE FRANK MARROCCO: Oh,
16 I'm sorry. Yes.

17 MR. MARCUS OSTROWERKA: No problem. I
18 do not. Thank you though.

19 THE HONOURABLE FRANK MARROCCO: All
20 right.

21 MR. JOHN MATHER: I have a very brief
22 re-examination, Your Honour.

23 THE HONOURABLE FRANK MARROCCO: Yes.

24

25 RE-DIRECT EXAMINATION BY MR. JOHN MATHER:

1 MR. JOHN MATHER: When Mr. Breedon was
2 asking you questions about the payments made to
3 Compenso in 2013, my understanding is you said that
4 Ed Houghton had suggested to you that after the news
5 reports came out that Collus PowerStream would have to
6 find some other firm to carry out the services that
7 Compenso was carrying out.

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. JOHN MATHER: Was there another
10 firm that was hired to replace Compenso?

11 MS. CINDY SHUTTLEWORTH: Yes.

12 MR. JOHN MATHER: Who was that?

13 MS. CINDY SHUTTLEWORTH: Robert Half.

14 MR. JOHN MATHER: Did he act as a sole
15 proprietor, or did he work for a company?

16 MS. CINDY SHUTTLEWORTH: That's a
17 company. That's a big company.

18 MR. JOHN MATHER: Fair enough. I just
19 want to ask you another question about -- Mr. Breedon
20 asked you whether or not the Collus entities had ever
21 changed auditors from Gaviller & Company, and your
22 answer was no.

23 After July 31st, 2012, did Gaviller
24 ever change its name?

25 MS. CINDY SHUTTLEWORTH: Yes. They

1 became Collins Barrow and subsequently again took
2 on -- they're still associated with Collins Barrow,
3 but the name Baker Tilly is how they're referred to
4 now.

5 MR. JOHN MATHER: And is it the same
6 individuals within the firm, just with a different
7 name?

8 MS. CINDY SHUTTLEWORTH: Yes.

9 MR. JOHN MATHER: If we could finally
10 just pull up paragraph 3 of your affidavit.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: Mr. Chenoweth was
15 asking you questions about the date of the OEB
16 approval of the transaction, and I think it was
17 suggested to you that the OEB approval came at some
18 point in June, and that's not our understanding.

19 And if we look at your affidavit, it
20 indicates that the date of the approval is June 13th,
21 2012. I take it that's the date to your recollection?

22 MS. CINDY SHUTTLEWORTH: Yes.

23 MR. JOHN MATHER: Those are my
24 questions.

25 THE HONOURABLE FRANK MARROCCO: Thank

1 you, Ms. Shuttleworth. Thank you --

2 MS. CINDY SHUTTLEWORTH: Thank you.

3 THE HONOURABLE FRANK MARROCCO: -- for
4 your evidence. Mr. Breedon, do you want to pursue
5 this question of the redaction?

6 MR. RYAN BREEDON: No, Your Honour. I
7 think it's fine.

8 THE HONOURABLE FRANK MARROCCO: All
9 right. Thank you. Fine. So I think we'll break for
10 lunch and come back at 2:00.

11

12 --- Upon recessing at 12:53 p.m.

13 --- Upon resuming at 2:02 p.m.

14

15 MR. JOHN MATHER: Next witness is Pam
16 Hogg.

17

18 PAMELA HOGG, Affirmed

19

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

21 MR. JOHN MATHER: Good afternoon, Ms.
22 Hogg.

23 MS. PAMELA HOGG: Hi.

24 MR. JOHN MATHER: You held a few roles
25 with the Collus entities in 2011/2012. My

1 understanding is you had these roles simultaneously.
2 You were the executive assistant to Ed Houghton. You
3 were the manager of human resources, and you were the
4 board secretary. Is that correct?

5 MS. PAMELA HOGG: That's -- that's
6 correct.

7 MR. JOHN MATHER: Did you hold any
8 other positions in 2011/2012?

9 MS. PAMELA HOGG: I don't think so.

10 MR. JOHN MATHER: And you have
11 provided the Inquiry with a sworn -- sworn affidavit?

12 MS. PAMELA HOGG: That's correct.

13 MR. JOHN MATHER: If we could please
14 pull up AFF3.

15 And we can scroll through it, if you
16 like, but is this the affidavit that you've provided?

17 MS. PAMELA HOGG: Yes, it is.

18 MR. JOHN MATHER: Do you wish to make
19 any corrections to the affidavit?

20 MS. PAMELA HOGG: No.

21 MR. JOHN MATHER: Do you confirm that
22 the affidavit is true to the best of your ability?

23 MS. PAMELA HOGG: Yes.

24 MR. JOHN MATHER: I'd like this marked
25 as the next exhibit.

1 THE HONOURABLE FRANK MARROCCO: Yes.

2 So ordered.

3

4 CONTINUED BY MR. JOHN MATHER:

5 MR. JOHN MATHER: So we'll -- we'll
6 scroll through the affidavit by way of summary. So if
7 we scroll down, you've provided us evidence about your
8 relationship with Mr. -- your working relationship
9 with Mr. Houghton from 1998 to 2016. You provided us
10 your impressions of Mr. Houghton's working
11 relationship with Ms. Wingrove.

12 Scrolling down further, you've provided
13 us that you were not aware of the nature or frequency
14 of communications between Mr. Houghton and Mr. Bonwick
15 in the 2011/2012 time period. You've also provided us
16 evidence on your general practice in taking Board
17 minutes for the Collus entities.

18 You further provided us with your
19 recollections about a January 2010 strategic planning
20 session for the Collus entities. You've provided us
21 with your recollections about when you first learned
22 about a potential Collus sale.

23 Scrolling down, you further provided us
24 your recollections about how annual meetings of the
25 shareholders proceeded, including in the year of the

1 Transaction, July 2011, or the year leading up to the
2 Transaction.

3 You provided us with information on
4 your role in the Strategic Task Team, including that
5 you were responsible for taking minutes at the
6 Strategic Task Team. You've also provided us evidence
7 on your role in scoring the RFP, if we scroll down,
8 including that you received the physical proposals
9 from the proponents and first delivered the
10 nonfinancial responses to the STT, and following the
11 nonfinancial scoring meeting, you provided the
12 financial responses.

13 You've also provided us with your
14 recollections about the nonfinancial scoring meeting,
15 where you -- your evidence is that STT members read
16 their scores out loud as you recorded them in a
17 spreadsheet.

18 With respect to the financial scoring
19 meeting, you've provided us your evidence that you
20 believe KPMG was responsible for completing the
21 financial scoring and calculating the financial
22 scores.

23 And if we can scroll down further, you
24 finally provided us with your evidence about the bonus
25 you received for your work on the PowerStream

1 Transaction, and that you never received a bonus of
2 that size before.

3 Is a fair summary or encapsulation of
4 the evidence you've provided in your affidavit?

5 MS. PAMELA HOGG: Yes, it is.

6 MR. JOHN MATHER: I just have a few
7 questions before I turn the examination over the
8 participants. If we could pull up CBB154.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: If we could scroll
13 down to the middle of the page. Keeps scrolling down.

14 So Ms. Hogg, we see here -- and our
15 understanding is that this is an audit paper from
16 Gaviller's, that it contemplates that certain members
17 of the board were paid bonuses with respect to the
18 Transaction. And there's a note beneath it that says:

19 "Per Ed and Pam, the only two (2)
20 members of the board not to receive
21 bonuses are the mayor and Council's
22 representative."

23 Do you know if the bonuses that are
24 contemplated here were paid?

25 MS. PAMELA HOGG: No, they weren't.

1 The only one (1) that received a bonus was Dean
2 Muncaster.

3 MR. JOHN MATHER: Do you know who Pam
4 would be in the reference beneath the -- the bonuses
5 for the board members?

6 MS. PAMELA HOGG: I assume that would
7 be myself.

8 MR. JOHN MATHER: Did you speak with
9 any of the auditors about payments -- bonuses to the
10 board members in the Transaction year?

11 MS. PAMELA HOGG: Not to my
12 recollection, no.

13 MR. JOHN MATHER: At any point, to
14 your recollection, was it contemplated that any board
15 members other than Mr. Muncaster would receive a
16 bonus?

17 MS. PAMELA HOGG: Yes.

18 MR. JOHN MATHER: What do you recall
19 about that?

20 MS. PAMELA HOGG: Just that I was
21 asked to prepare -- prepare the vouchers for the
22 bonus, but they were subsequently not -- not prepare -
23 - issued, or they didn't go anywhere.

24 MR. JOHN MATHER: And what is the --
25 what you mean by the vouchers for the bonus?

1 MS. PAMELA HOGG: Whenever a board
2 received a per diem payment, it would generally come
3 through me, because I would have record of a board
4 meeting or whatnot, so I would prepare a voucher that
5 would go to finance for payment.

6 MR. JOHN MATHER: Okay. So -- and
7 when you said you recall being asked to prepare a
8 voucher for the board members, was it in the amounts
9 reflected in the document here?

10 MS. PAMELA HOGG: I wouldn't be able
11 to say a hundred percent sure.

12 MR. JOHN MATHER: Does that seem --

13 MS. PAMELA HOGG: Okay.

14 MR. JOHN MATHER: -- roughly like the
15 correct amounts?

16 MS. PAMELA HOGG: Yes. The -- yes.

17 MR. JOHN MATHER: Do you recall who
18 asked you to prepare the voucher?

19 MS. PAMELA HOGG: I would have to say
20 it was probably Ed, but it could have been Joan
21 Pajunen as well, but my guess is probably Ed.

22 MR. JOHN MATHER: I take from your
23 answer you don't have a specific recollection of who
24 told you?

25 MS. PAMELA HOGG: Not a hundred

1 percent, no.

2 MR. JOHN MATHER: Do you recall if you
3 had an understanding of the purpose of the bonuses --
4 I appreciate that they weren't paid, but the purpose
5 at the time you were asked to prepare the voucher?

6 MS. PAMELA HOGG: What the reasoning
7 would be?

8 MR. JOHN MATHER: Yes.

9 MS. PAMELA HOGG: I would assume just
10 for the work to do with the sale.

11 MR. JOHN MATHER: Do you know why the
12 vouchers were not paid?

13 MS. PAMELA HOGG: No.

14 MR. JOHN MATHER: Could we pull up
15 paragraph 12 of AFF1, which is Ralph Neate's
16 affidavit.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: Sorry, paragraph 9.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: So, Ms. Hogg, this
25 is a -- an affidavit that Ralph Neate has sworn in

1 this proceeding, who I understood to be one (1) of the
2 auditors for Collus.

3 Was that your understanding?

4 MS. PAMELA HOGG: M-hm. Yes.

5 MR. JOHN MATHER: And in paragraphs 9
6 through 12, he discusses the document that we just had
7 up on the screen, the audit working paper reflecting
8 bonuses to Mr. McFadden, Mr. Garbutt, and Ms. Pajunen.

9 And I would just like you to take a
10 look at paragraph 11, which says:

11 "We advised the boards of Collus
12 Power and Collus Solutions that
13 these payments had been made when we
14 presented our aff -- our audit
15 findings in the financial statements
16 on April 26th, 2012. I do not have
17 specific recollection of this
18 presentation, but I do recall
19 thinking that some of the board
20 members seemed surprised to learn
21 about the bonus payments. I recall
22 that certain of the board members
23 gave their bonus -- bonus back, and
24 just for the sake of completion,
25 while I do not have a complete

1 memory of which board members
2 returned the bonuses -- bonus --
3 bonuses. I believe that Doug
4 Garbutt returned his bonus."

5 Do you have a recollection of what Mr.
6 Neate is describing here?

7 MS. PAMELA HOGG: No, but it's not
8 correct. There was no cheque ever issued or presented
9 to any Board member. The cheques never went to --
10 like, it never -- they never went anywhere. The --
11 the voucher never went anywhere.

12 MR. JOHN MATHER: Do you have a
13 recollection of any Board meeting where Board members
14 declined bonuses?

15 MS. PAMELA HOGG: No.

16 MR. JOHN MATHER: If we could go to
17 paragraph 253 of Foundation Document 1.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So, Ms. Hogg, this
22 paragraph -- I brought you here to show you that there
23 was a strategic partnership task team meeting on
24 August 29th, 2011.

25 Do you recall that meeting?

1 MS. PAMELA HOGG: Just by the date
2 that a meeting was held, yes.

3 MR. JOHN MATHER: And then if you go
4 to paragraph 254, it describes certain items that
5 appear in the minutes of that meeting, which I
6 understand would have been minutes you took.

7 Is that -- is that accurate?

8 MS. PAMELA HOGG: That's correct.

9 MR. JOHN MATHER: Okay. And if we
10 scroll down, we see subparagraph (d). Again this is
11 discussing the minutes of the August 29th strategic
12 task team meeting. It the quotes from them, saying --
13 with an item saying:

14 "Discussion then took place with
15 respect to the governance and it was
16 stated that we wish to have
17 significant Board representation."

18 And then if you scroll down to
19 paragraph 255, it says that:

20 "An earlier draft of the August 29
21 minutes -- the governance discussion
22 referred to the above -- referred to
23 above was described as follows."

24 And it has the first sentence, but
25 there's a second sentence that says:

1 "A discussion ensued as to what we
2 are prepared to accept bids for, the
3 amount of the shares we want to
4 sell. Selling 51 percent as opposed
5 to 50/50 is more of a control issue
6 than anything else." Do you -- do
7 you recall removing the second
8 sentence from the -- the Board
9 minutes, from the draft to the
10 final?

11 MS. PAMELA HOGG: Do I recall it
12 today, no.

13 MR. JOHN MATHER: Do you have a
14 recollection of why this change was made?

15 MS. PAMELA HOGG: Well, I know how the
16 change would have been made. My normal Board
17 procedure, after doing minutes, the draft minutes
18 would go to the CFO and the President and the Chair
19 for their review before they would be issued as final
20 to the -- the next Board meeting, so I followed the
21 same process for the strat plan meetings.

22 MR. JOHN MATHER: Okay. So just to
23 make sure I understand your normal practice with the
24 Board meetings was you would provide draft minutes to
25 the Chair, the CFO, and the CEO, who I take it were

1 Mr. Muncaster, Mr. Houghton, and Mr. Fryer?

2 MS. PAMELA HOGG: That's correct.

3 MR. JOHN MATHER: And would they then
4 give you comments on the draft minutes at the Board
5 level?

6 MS. PAMELA HOGG: No. They -- it
7 would be done ahead of the Board meeting.

8 MR. JOHN MATHER: Okay. But when you
9 provided them the draft minutes, would they give you
10 comments back on those draft minutes?

11 MS. PAMELA HOGG: Yes, yes.

12 MR. JOHN MATHER: And you took -- you
13 undertook the same practice for the strategic task
14 team?

15 MS. PAMELA HOGG: That's correct.

16 MR. JOHN MATHER: Did you share the
17 draft minutes with the same three (3) individuals for
18 the strategic task team?

19 MS. PAMELA HOGG: No.

20 MR. JOHN MATHER: Who did you share
21 the draft minutes with?

22 MS. PAMELA HOGG: The Chair and Mr.
23 Mr. Houghton.

24 MR. JOHN MATHER: Mr. Muncaster?

25 MS. PAMELA HOGG: That's correct.

1 MR. JOHN MATHER: Okay. As the Chair.
2 Why didn't you share them with Mr. Fryer?

3 MS. PAMELA HOGG: Well, I know this
4 particular meeting, he wasn't in attendance.

5 MR. JOHN MATHER: So I take it then,
6 it would have been either Mr. Muncaster or Mr.
7 Houghton who requested that the second sentence be
8 removed?

9 MS. PAMELA HOGG: That's correct.

10 MR. JOHN MATHER: Do you recall which
11 of those two (2) individuals?

12 MS. PAMELA HOGG: No, I don't.

13 MR. JOHN MATHER: My understanding
14 from your affidavit is that you attended the strategic
15 task team meetings as well as the bidder presentations
16 in September 2011. Is that correct?

17 MS. PAMELA HOGG: That's correct.

18 MR. JOHN MATHER: Other than the
19 members of the strategic task team and yourself, was
20 there anyone else who attended those meetings?

21 MS. PAMELA HOGG: Not to my
22 recollection.

23 MR. JOHN MATHER: Was there anyone
24 else, any other Collus staff person?

25 MS. PAMELA HOGG: No.

1 MR. JOHN MATHER: And just a final
2 question: At any point when -- after the strategic
3 task team was formed, up until the close of the
4 transaction in July 2012, did you provide Paul Bonwick
5 with any information that you -- that you obtained at
6 the strategic task meeting or at the bidder
7 presentations in September 2011?

8 MS. PAMELA HOGG: No.

9 MR. JOHN MATHER: Those are my
10 questions.

11 THE HONOURABLE FRANK MARROCCO: Any
12 cross-examination?

13 MR. RYAN BREEDON: Sorry, Ms. Wheeler,
14 our colleague, is going to cross-examine on behalf of
15 the Town.

16 THE HONOURABLE FRANK MARROCCO: All
17 right. Ms. Wheeler...?

18

19 CROSS-EXAMINATION BY MS. ANDREA WHEELER:

20 MS. ANDREA WHEELER: Good
21 afternoon, Ms. Hogg. As was just told to you, my name
22 is Andrea Wheeler and I'm one (1) of the lawyers for
23 the Town of Collingwood.

24 We heard that you were Mr. Houghton's
25 executive assistant for approximately two (2) decades.

1 That's correct?

2 MS. PAMELA HOGG: Yes, sorry.

3 MS. ANDREA WHEELER: No problem. And
4 you were actually with Collus for a significant period
5 of time before that, approximately thirty-five (35)
6 years, is my understanding.

7 MS. PAMELA HOGG: Just in my 36, so,
8 yes.

9 MS. ANDREA WHEELER: And so I take it
10 that you knew Mr. Houghton for some number of years
11 before you began in the role as his executive
12 assistant?

13 MS. PAMELA HOGG: That's correct. I

14 MS. ANDREA WHEELER: And the Inquiry
15 counsel just asked you some questions about the
16 minutes that you took both at the strategic task
17 meeting as well as Collus Board meetings. And I
18 understand that you took minutes at the first of the
19 two (2) strategic task team meetings but not the
20 subsequent meetings. Is that correct?

21 MS. PAMELA HOGG: Correct.

22 MS. ANDREA WHEELER: At those later
23 STT meetings, were you directed not to take any
24 minutes by any of the members of the STT team?

25 MS. PAMELA HOGG: No.

1 MS. ANDREA WHEELER: Did anyone ask
2 why you were not taking minutes at any of those
3 meetings?

4 MS. PAMELA HOGG: No.

5 MS. ANDREA WHEELER: Do you -- to your
6 knowledge, were they aware that you were not taking
7 any minutes of the STT meetings?

8 MS. PAMELA HOGG: Yes.

9 MS. ANDREA WHEELER: They were aware?

10 MS. PAMELA HOGG: I -- I would assume
11 so, yes, because I would have not provided any minutes
12 following the meetings.

13 MS. ANDREA WHEELER: Thank you. I'd
14 like to just ask you a little bit about your
15 involvement in handing out the RFP materials.

16 So I take it that you understood that
17 this is a two-stage process. Is that correct?

18 MS. PAMELA HOGG: That's correct.

19 MS. ANDREA WHEELER: And some people
20 refer to it as a two-envelope process. So first the
21 nonfinancial portions of the bids were to be provided,
22 reviewed, and scored, and only after that had
23 concluded were you going to provide the financial
24 information to the STT team members. Is that
25 consistent with your understanding of the process?

1 MS. PAMELA HOGG: That's -- that's
2 correct.

3 MS. ANDREA WHEELER: And you
4 understood why that was important to the integrity of
5 the RFP process?

6 MS. PAMELA HOGG: Yes.

7 MS. ANDREA WHEELER: And it's clear
8 that you knew that was important. In your affidavit
9 evidence you say you went so far as to lock up the
10 bids and -- and you took that process seriously. Is
11 that correct?

12 MS. PAMELA HOGG: Correct, just like
13 Board minutes, I -- they're locked up as well.

14 MS. ANDREA WHEELER: And from your
15 affidavit we know that you were responsible for
16 delivering the nonfinancial information to the STT
17 team members prior to the scoring meeting on November
18 23 of 2011, correct?

19 MS. PAMELA HOGG: Correct.

20 MS. ANDREA WHEELER: And I take it
21 from your affidavit evidence, and perhaps you remember
22 one (1) way or the other, at least some of that -- the
23 team members were provided with that information in
24 hard copy. You referred to handing out or
25 distributing envelopes. Is that right?

1 MS. PAMELA HOGG: That's correct.

2 MS. ANDREA WHEELER: And we know that
3 at least it was also sent to Mr. Herhalt by email. Is
4 that -- that's correct?

5 MS. PAMELA HOGG: That's correct.

6 MS. ANDREA WHEELER: And so I -- I
7 won't take you through it in detail but perhaps just
8 so that it's in front of you, if could pull up Exhibit
9 H to your affidavit, which is AFF3, and that's
10 KPM1662.

11

12 (BRIEF PAUSE)

13

14 MS. ANDREA WHEELER: Exhibit H,
15 please.

16

17 (BRIEF PAUSE)

18

19 MS. ANDREA WHEELER: So this is an
20 email that you sent to Mr. Herhalt, and in this
21 version of it -- and I believe the time stamp says
22 11:39, although when I pulled it up locally it shows
23 7:36 p.m., but in any event it's on the evening of
24 November 16, 2011. Is that correct?

25 MS. PAMELA HOGG: M-hm. I'm sorry,

1 yes.

2 MS. ANDREA WHEELER: And it's marked -
3 - the importance as "high." Do you see that?

4 MS. PAMELA HOGG: Yes.

5 MS. ANDREA WHEELER: And it's copied
6 to Mr. Houghton, correct?

7 MS. PAMELA HOGG: Correct.

8 MS. ANDREA WHEELER: And I understand
9 that your evidence is that you don't remember sending
10 this email.

11 MS. PAMELA HOGG: That's correct.

12 I've tried to recall but I -- I know I sent it but I -
13 - I don't recall.

14 MS. ANDREA WHEELER: And fair enough,
15 it was some number of years ago. And it's also your
16 evidence that you don't recall any issue involving a
17 PowerStream executive summary. Is that correct?

18 MS. PAMELA HOGG: I'm sorry, I don't
19 know what you mean.

20 MS. ANDREA WHEELER: In your affidavit
21 at paragraph 30 --

22 MS. PAMELA HOGG: M-hm.

23 MS. ANDREA WHEELER: -- you don't
24 recall an issue involving a PowerStream executive
25 summary. That's the statement that I'm referring to.

1 Do you recall there being any issue
2 about information with a PowerStream executive summary
3 being sent out in advance?

4 MS. PAMELA HOGG: Well, once Inquiry
5 counsel and I had my interview, they had shown me this
6 and I -- I didn't recall, but what I'm assuming
7 happened is that I sent out the executive summary and
8 provided the executive summary without realizing that
9 it had financial, so I tried to -- to recall it back
10 as quickly as I could.

11 MS. ANDREA WHEELER: Fair enough.
12 Okay.

13 And so you don't specifically remember
14 that and -- but you took it seriously and when you
15 realized that had been sent out, you -- we see that
16 you took steps to ask them to -- to recall it, and if
17 -- if that had not -- was not able to happen, to
18 delete it.

19 MS. PAMELA HOGG: That's correct.

20 MS. ANDREA WHEELER: And that's
21 because you understood that at that point in the
22 process, the members were not supposed to have access
23 to the financial information with respect to the
24 bidders?

25 MS. PAMELA HOGG: That's correct.

1 MS. ANDREA WHEELER: If we could now
2 pull up TOC67313. And this is an email sent from you
3 to Mr. McFadden and Marion Spence, who I understand is
4 Mr. McFadden's wife. And I won't take you through it,
5 but if you review it, it's essentially identical
6 content to the email that we just saw to Mr. Herhalt
7 and the time stamp on this one (1) appears to be 12:34
8 AM, I have 7:34 when I look at it.

9 But in any event, in fairly close
10 proximity to the email we had just seen. So I take it
11 that you had discovered an identical issue with
12 respect to the email sent to Mr. McFadden is what had
13 happened with Mr. Herhalt, is that right?

14 MS. PAMELA HOGG: That's correct.

15 MS. ANDREA WHEELER: Do you remember
16 sending this email?

17 MS. PAMELA HOGG: No.

18 MS. ANDREA WHEELER: Okay. And if we
19 could now pull up TOC67284. And this is an email from
20 you to Mr. McFadden and Ms. Spence and it has an
21 earlier time stamp of about an hour and a half to the
22 ones that we just looked at. Is that correct?

23 MS. PAMELA HOGG: Yes.

24 MS. ANDREA WHEELER: And there's no
25 text in the body, but you've attached a single PDF

1 called PowerStream.pdf.

2 MS. PAMELA HOGG: U-hm.

3 MS. ANDREA WHEELER: Do you remember
4 sending this email?

5 MS. PAMELA HOGG: No.

6 MS. ANDREA WHEELER: All right.

7 And if we look at the attachment, which
8 is that PowerStream PDF, which is at TOC67285, and
9 scroll down to page 2 of that 31-page PDF, and if you
10 could just continue scrolling, you see that that is
11 the executive summary that's being referred to, and if
12 you keep scrolling to page 3, we see the financial
13 information that's been referred to in the earlier
14 emails, is that correct?

15 MS. PAMELA HOGG: That's correct.

16 MS. ANDREA WHEELER: And if we go back
17 up to the first page of this attachment, there is a
18 cover letter there dated November 16th, 2011. It's
19 from Mr. -- it's from Mr. Bentz to Mr. Muncaster and
20 in the second paragraph of that email it says:

21 "As per the directions outlined in
22 section 3.8 of the RFP for
23 submitting the response. We are
24 providing you with 12 hard copies,
25 including one (1) signed original

1 and one (1) electronic copy of our
2 response. Also, as directed, our
3 RFP response submissions separated
4 into two (2) sealed envelopes, one
5 (1) contains the response to section
6 3.1, while the other has the
7 response to the remaining parts of
8 the RFP. For additional reference,
9 we are also providing a third sealed
10 envelope, which contains an
11 executive summary and our response."

12 Do you remember ever seeing this cover
13 letter?

14 MS. PAMELA HOGG: Yes.

15 MS. ANDREA WHEELER: Do you remember
16 there being a third sealed envelope?

17 MS. PAMELA HOGG: Not -- not
18 particularly, but yes.

19 MS. ANDREA WHEELER: And -- and if we
20 look at Exhibit L to your affidavit, which is at
21 ALE49170, and I understand your evidence is you're not
22 copied on this email and you weren't aware that this
23 email had been sent.

24 What I'd now ask you to do is we can
25 see there's a number of PDF attachments there, one (1)

1 of them being the executive summary, November 15th,
2 2011, do you recall seeing -- and I -- I take it the
3 answer is no, but do you recall seeing the PowerStream
4 PDF in separate PDF attachments like this?

5 MS. PAMELA HOGG: Where?

6 MS. ANDREA WHEELER: I'm asking
7 whether or not you recognize what we just saw in the
8 last email was a single PDF labelled "PowerStream" --

9 MS. PAMELA HOGG: Right.

10 MS. ANDREA WHEELER: -- and I'm
11 wondering whether you have any recollection, and I'm
12 guessing the answer is no, of having seen the
13 PowerStream non-financial response in a series of
14 PDFs, as we've seen a -- attached to this email.

15 MS. PAMELA HOGG: No. I know
16 PowerStream did supply it on a stick as well, but --

17 MS. ANDREA WHEELER: And you don't --
18 you just don't remember what the contents of that
19 were?

20 MS. PAMELA HOGG: No.

21 MS. ANDREA WHEELER: Okay. So I take
22 it then that having walked through these and -- and
23 fair enough that you don't remember that many years
24 ago, you're simply not able to say how it is that the
25 PowerStream information in the executive summary came

1 to be sent out by email to Mr. Herhalt and Mr.
2 McFadden?

3 MS. PAMELA HOGG: Yes, I would have
4 done it in error.

5 MS. ANDREA WHEELER: It was a mistake.

6 MS. PAMELA HOGG: Yes, absolutely.

7 MS. ANDREA WHEELER: And so when you
8 discovered that mistake, you took steps to rectify it,
9 because you understood the importance of it?

10 MS. PAMELA HOGG: That's correct.

11 MS. ANDREA WHEELER: Right.

12 Do you know if you talked to Mr.
13 Houghton about the issue?

14 MS. PAMELA HOGG: I don't recall, but
15 I probably would have said I screwed up.

16 MS. ANDREA WHEELER: You don't have
17 any specific memory of doing that --

18 MS. PAMELA HOGG: No.

19 MS. ANDREA WHEELER: -- but you expect
20 that you would have spoken up about it?

21 MS. PAMELA HOGG: Absolutely.
22 Absolutely.

23 MS. ANDREA WHEELER: And we know that
24 certainly on your November 16 email to Mr. Herhalt,
25 you copied Mr. Houghton, so he would have been aware

1 of the issue at that time? But you simply just don't
2 remember one (1) way or the other?

3 MS. PAMELA HOGG: I'm sorry.

4 MS. ANDREA WHEELER: Of course, fair
5 enough.

6 And I take it you don't have any
7 recollection of a similar issue with financial
8 information being provided to the STT members during
9 the non-financial process with respect to any of the
10 other bidders?

11 MS. PAMELA HOGG: No, from my
12 understanding in my interview with Inquiry counsel,
13 that I provided all of them the executive summary
14 envelope as well, and when it was realized then I
15 asked for them back as well.

16 MS. ANDREA WHEELER: And perhaps my
17 question was a little bit unclear, but -- so that was
18 with respect to the PowerStream, and with respect to
19 any of the other bidders, do you have a recollection
20 of a similar issue occurring where --

21 MS. PAMELA HOGG: No.

22 MS. ANDREA WHEELER: Thank you.

23 Inquiry counsel asked you about whether
24 at any time you provided any information throughout
25 the course of your involvement in the strategic task

1 process, including the meetings with bidders to Mr.
2 Bonwick, and your answer to that was no.

3 MS. PAMELA HOGG: That's correct.

4 MS. ANDREA WHEELER: And I take it
5 that you, understanding the importance of the
6 confidentiality of that information, didn't provide it
7 to anyone at PowerStream either?

8 MS. PAMELA HOGG: That's correct.

9 MS. ANDREA WHEELER: And -- and you
10 didn't provide it to anyone outside of the ta --
11 didn't disclose it or provide it to anyone outside of
12 the strategic task team members, is that correct?

13 MS. PAMELA HOGG: That's correct.

14 MS. ANDREA WHEELER: Thank you, those
15 are my questions.

16 THE HONOURABLE FRANK MARROCCO: Thank
17 you, Ms. Wheeler. Anyone else have any questions?

18 MR. FREDERICK CHENOWETH: Yes, I will
19 have questions, Your Honour. Yes, Your Honour, I will
20 have questions.

21 THE HONOURABLE FRANK MARROCCO: Go
22 ahead, Mr. Chenoweth.

23 MR. FREDERICK CHENOWETH: My -- my
24 hope was that I would be the last person to question
25 this witness, subject to any re-examination.

1 I believe we have --

2 THE HONOURABLE FRANK MARROCCO: All
3 right, but you know, can we just decide on the order,
4 typically you've all said -- you've all decided on the
5 order and then proceed. I don't want to spend all --
6 a lot of time on the order.

7 Who's next?

8 MR. TIM FRYER: Thank you, Justice
9 Marrocco.

10

11 CROSS-EXAMINATION BY MR. TIM FRYER:

12 MR. TIM FRYER: Hello, Ms. Hogg.

13 MS. PAMELA HOGG: Hi.

14 MR. TIM FRYER: For the record, I am
15 representing myself in these proceedings, and as such
16 I'll be asking you some questions.

17 Just as a formality, when paragraph 255
18 was up, you explained that your usual process for
19 draft board minutes is circulation to -- that included
20 myself, as CFO, do you recall that?

21 MS. PAMELA HOGG: Yes, I do.

22 MR. TIM FRYER: Then that for the
23 strategic partnership task team circulation, you would
24 include me as well, do you recall that?

25 MS. PAMELA HOGG: No. No, I did for

1 the Board minutes, I didn't for the str --

2 MR. TIM FRYER: Okay. You had
3 clarified that I wasn't in attendance at the one (1)
4 meeting. I took it to mean that you still felt that
5 you were circulate -- there was only other -- one (1)
6 other one (1) and that was the August 3rd and I was
7 just, as a formality, stating that I hadn't received
8 it.

9 MS. PAMELA HOGG: Yes. No.

10 MR. TIM FRYER: But you confirmed
11 that?

12 MS. PAMELA HOGG: Yes.

13 MR. TIM FRYER: Great, thank you.
14 Could we bring up CPS05646? And this is a June 11th,
15 2015 email from Mr. Rockx to Mr. Houghton that you
16 forwarded to CAO Brown and blind copied the chairs of
17 the -- of the corporation.

18 So the body of what Mr. Rockx -- I was
19 going to give you a moment just to read through it.

20 MS. PAMELA HOGG: Okay.

21 MR. TIM FRYER: So you'll note that
22 Mr. Rockx refers to my going on medical leave.

23 Do you know how Mr. Rockx would have
24 come into that confidential information?

25 MS. PAMELA HOGG: No.

1 MR. TIM FRYER: And it -- because it
2 also says going and I was placed on leave. Do you
3 recall that?

4 MS. PAMELA HOGG: I would disagree
5 with that.

6 MR. TIM FRYER: So I was given a
7 letter and told to leave?

8 MS. PAMELA HOGG: There was
9 information prior to that letter that led to the
10 letter. I...

11 MR. TIM FRYER: So, we agree to
12 disagree?

13 MS. PAMELA HOGG: Yeah.

14 MR. TIM FRYER: Okay. So, Judge
15 Marrocco, that's all my questions. Thank you, Ms.
16 Hogg.

17 THE HONOURABLE FRANK MARROCCO: Thank
18 you, Mr. Fryer. Mr. Watson...?

19 MR. MICHAEL WATSON: Yes, Your Honour,
20 I have just a couple of questions.

21

22 CROSS-EXAMINATION BY MR. MICHAEL WATSON:

23 MR. MICHAEL WATSON: Could we turn up
24 the affidavit -- and I'm sorry, Ms. Hogg, my name is
25 Michael Watson. I'm one (1) of the lawyers for

1 Electra, which is, I think you know the name now, of
2 what PowerStream was.

3 In your -- your affidavit you talk
4 about the -- the scoring of both the non-financial and
5 the financial portions of the bids. And if we could
6 turn, please, to paragraphs 28 and 29, which I think
7 we can probably get on the screen at the same time.

8

9 (BRIEF PAUSE)

10

11 MR. MICHAEL WATSON: And -- and we see
12 there -- and I -- you -- you probably read this
13 affidavit over even today before getting into the
14 witness box, yes?

15 MS. PAMELA HOGG: Yeah, I've read it --
16 I've read it over, yes.

17 MR. MICHAEL WATSON: All right. And
18 so, you'll recall in paragraph 28 the scoring of the -
19 - the non-financial scoring on November 23rd, and that
20 is referred to in your -- in your affidavit?

21 MS. PAMELA HOGG: Correct.

22 MR. MICHAEL WATSON: All right. And
23 then you refer in paragraph 29 to the financial
24 proposals being scored at the November 28th meeting.
25 Do you see that?

1 MS. PAMELA HOGG: Yes.

2 MR. MICHAEL WATSON: There has been a
3 it of a gap, I think, in the evidence concerning the
4 scoring of the financial parts. I take it that you
5 have seen a compilation of the total numbers for the
6 financial parts?

7 MS. PAMELA HOGG: That's correct.

8 MR. MICHAEL WATSON: All right. And
9 so, you have seen, for example, Hy -- the total Hydro
10 One number at two hundred seventy (270).

11 Have you seen that?

12 MS. PAMELA HOGG: I don't recall the
13 exact number, but I think you're speaking to the big
14 spreadsheet?

15 MR. MICHAEL WATSON: Correct.

16 MS. PAMELA HOGG: Yes.

17 MR. MICHAEL WATSON: And then
18 PowerStream at two forty-three (243) and so on?

19 MS. PAMELA HOGG: Okay.

20 MR. MICHAEL WATSON: And that seems to
21 indicate that the -- and there were nine (9) members
22 of the STT who were scoring or evaluating or voting,
23 right?

24 MS. PAMELA HOGG: Correct.

25 MR. MICHAEL WATSON: Okay. And that

1 seems to indicate that each of those members actually
2 provided a specific number for that purpose, right?

3 MS. PAMELA HOGG: That's correct.

4 MR. MICHAEL WATSON: All right. Now,
5 with the non-financial components that were discussed
6 at the November 23rd meeting, I take that the in --
7 that the -- at the meeting, the individuals all
8 assembled together in the meeting room with you?

9 MS. PAMELA HOGG: That's correct.

10 MR. MICHAEL WATSON: And they then
11 indicated or stated one (1) by one (1) what the
12 numbers were that they had scored for each of the
13 components?

14 MS. PAMELA HOGG: That's right. We
15 did each category at a time and went around the table.

16 MR. MICHAEL WATSON: And you recorded
17 those numbers?

18 MS. PAMELA HOGG: That's correct.

19 MR. MICHAEL WATSON: All right. And
20 did you display them?

21 MS. PAMELA HOGG: Yes. They were up
22 on a screen.

23 MR. MICHAEL WATSON: All right. And I
24 take it that those numbers were set and they didn't
25 change during the course of the meeting?

1 MS. PAMELA HOGG: That's correct.

2 MR. MICHAEL WATSON: Okay. Now, when
3 we get then to five (5) days later, that's when the
4 financial part was discussed. Is that correct?

5 MS. PAMELA HOGG: That's correct.

6 MR. MICHAEL WATSON: The same thing, a
7 meeting in the same room?

8 MS. PAMELA HOGG: I honestly can't
9 remember how the financial portion was dealt with.
10 The only -- my only recollection of the financial
11 portion was Dean coming to my office and me unlocking
12 that second envelope, if -- if you will, and providing
13 those to Mr. Muncaster.

14 I don't recall whether I was there with
15 -- with KPMG when they were doing the finance and
16 whether I recorded it. I honestly don't remember.

17 MR. MICHAEL WATSON: All right. That
18 -- that's fine. Just a couple of questions about that
19 to try to situate this.

20 MS. PAMELA HOGG: Okay.

21 MR. MICHAEL WATSON: November 23 was
22 when the individual members of the STT met and they
23 provided their numbers on the non -- non-financial
24 components?

25 MS. PAMELA HOGG: Correct.

1 MR. MICHAEL WATSON: Were the
2 financial envelopes opened before or after that
3 meeting of November 23rd?

4 MS. PAMELA HOGG: Oh, well after.

5 MR. MICHAEL WATSON: But it must have
6 been before the 28th because that's when the team met
7 to discuss the financial components, right?

8 MS. PAMELA HOGG: Yes.

9 MR. MICHAEL WATSON: So, when you say,
10 "well after," what does that mean?

11 MS. PAMELA HOGG: It wasn't that same
12 day, I know that, because it was actually an evening
13 that Dean came and got the envelopes from me.

14 MR. MICHAEL WATSON: I take it that --
15 that -- well, and did you understand that he was going
16 to distribute them to the STT members?

17 MS. PAMELA HOGG: I would assume so,
18 yes. I -- I honestly can't remember that part at all,
19 I -- I apologize.

20 MR. MICHAEL WATSON: No, don't
21 apologize. It's a long time ago. That's just fine.
22 Did he also take the non-financial en -- envelopes
23 from you?

24 MS. PAMELA HOGG: No.

25 MR. MICHAEL WATSON: Did you

1 distribute those?

2 MS. PAMELA HOGG: I did.

3 MR. MICHAEL WATSON: Was there any
4 given -- or what was the reason why it was handled
5 differently for the financial component?

6 MS. PAMELA HOGG: I can't comment
7 because I -- I don't know.

8 MR. MICHAEL WATSON: You have no
9 memory?

10 MS. PAMELA HOGG: I don't know. I
11 very well could have handed out the financials, like,
12 after Dean received them. Whether we called a meeting
13 and I would have handed them out, I don't know. I
14 honestly do not remember.

15 MR. MICHAEL WATSON: All right. Fine.
16 Do you have any recollection at all of individual STT
17 members stating their scores on the financial
18 component which, as you recall, was thirty (30) -- it
19 was thirty (30) points?

20 Do you have any recollection of the
21 individual members stating their numbers on November
22 28th or any other time as they had for the non-
23 financial components on the November 23rd meeting?

24 MS. PAMELA HOGG: That's what I do not
25 recall, sorry.

1 MR. MICHAEL WATSON: Again, please
2 don't apologize. Just one (1) last thing about the
3 number of STT meetings. There was one (1) on August
4 3rd we've seen, right?

5 MS. PAMELA HOGG: That's correct.

6 MR. MICHAEL WATSON: And you took
7 minutes?

8 MS. PAMELA HOGG: That's correct.

9 MR. MICHAEL WATSON: Were you asked by
10 anyone to take minutes?

11 MS. PAMELA HOGG: I would -- that's
12 why -- that's why I would have been there, to take
13 minutes. That would have been my role.

14 MR. MICHAEL WATSON: Well, I know it
15 was your role, but does someone specifically ask you
16 to take minutes of the STT meetings?

17 MS. PAMELA HOGG: I don't think so.

18 MR. MICHAEL WATSON: You came to
19 understand somehow that that was your role though?

20 MS. PAMELA HOGG: Yes.

21 MR. MICHAEL WATSON: All right. And
22 then there was an August 29th STT meeting?

23 MS. PAMELA HOGG: That's correct.

24 MR. MICHAEL WATSON: And then we know
25 that there were two (2) separate days of presentations

1 by the potential bidders in September, right?

2 MS. PAMELA HOGG: That's correct.

3 MR. MICHAEL WATSON: And you were
4 there, as well?

5 MS. PAMELA HOGG: That's correct.

6 MR. MICHAEL WATSON: All right. And
7 then we know that there was a meeting on November 23rd
8 which we've just discussed, yes?

9 MS. PAMELA HOGG: Correct.

10 MR. MICHAEL WATSON: And one (1) on
11 the 29th of November?

12 MS. PAMELA HOGG: Correct.

13 MR. MICHAEL WATSON: Was that all the
14 meetings of the STT? And the reason I -- I'm
15 wondering about that is, obviously, intervening be --
16 after the presentations by the potential bidders in
17 September the RFP comes out on October 4th.

18 Do you remember that?

19 MS. PAMELA HOGG: Yes.

20 MR. MICHAEL WATSON: And there seems
21 to be a long, long time with no meetings. Now,
22 obviously, there was the date, you know, for
23 presentation on the -- November 16, but were there any
24 other STT meetings?

25 MS. PAMELA HOGG: Not to my

1 recollection.

2 MR. MICHAEL WATSON: So -- so that --
3 that's all of them?

4 MS. PAMELA HOGG: I -- I believe so.

5 MR. MICHAEL WATSON: And then just one
6 (1) last thing. You -- I -- I take it you just were
7 the one to -- who decided not to take minutes of the
8 November 23 and November 28 meetings?

9 MS. PAMELA HOGG: Well, the minutes of
10 the November 23rd meeting would have been the scoring.
11 That's -- that's what my minutes would have been.

12 MR. MICHAEL WATSON: Well, all right.
13 But the -- but in addition to the scoring -- well,
14 first of all, at -- at the meeting -- at the beginning
15 of the meeting, I take it, everybody went around and -
16 - and stated what their scores were for the various
17 components?

18 MS. PAMELA HOGG: Correct.

19 MR. MICHAEL WATSON: And you recorded
20 them?

21 MS. PAMELA HOGG: Correct.

22 MR. MICHAEL WATSON: And that was up
23 on a screen. There -- there -- we've heard some
24 evidence about there being discussion amongst the
25 members about the bids and so on.

1 Do you remember that?

2 MS. PAMELA HOGG: Barely. I'm sorry,
3 barely.

4 MR. MICHAEL WATSON: All right. Are -
5 - are you saying that you can't remember whether there
6 was any such discussion?

7 MS. PAMELA HOGG: No, I'm sure there
8 would have been discussion amongst them. But just
9 like anything -- just like my board minutes, anything
10 that I perceive to be in camera that would be very --
11 of a sensitive nature wouldn't be recorded in minutes.

12 MR. MICHAEL WATSON: No, I -- I
13 understand that. I'm just trying to get a sense of
14 what was actually discussed at the meeting and about
15 the minutes. And you said, Well, the scores were the
16 minutes.

17 Well, no, the scores would be what the
18 scores were stated to be. That would be the first
19 part of the meeting, right?

20 MS. PAMELA HOGG: Right.

21 MR. MICHAEL WATSON: But there were --
22 there was discussion afterwards even though you can't
23 remember now what it was, fair?

24 MS. PAMELA HOGG: Correct.

25 MR. MICHAEL WATSON: And I take it you

1 made the decision not to record that?

2 MS. PAMELA HOGG: Correct.

3 MR. MICHAEL WATSON: You didn't have
4 any discussion with anybody about that, that you
5 weren't going to record the minutes?

6 MS. PAMELA HOGG: No, because I --
7 they -- our Board is very used to anything in camera
8 not recording.

9 MR. MICHAEL WATSON: Right. Did you
10 consider the initial two (2) meetings in August,
11 August 3 and August 29, when they were talking about
12 how they were going to approach all of this and what
13 the goals were and all of that, to be sensitive and
14 confidential?

15 MS. PAMELA HOGG: Not particularly,
16 no. It was just setting the -- the guidelines.

17 MR. MICHAEL WATSON: I see. But when
18 -- but -- but the scoring was confidential, as far as
19 you're concerned?

20 MS. PAMELA HOGG: Correct.

21 MR. MICHAEL WATSON: Those are my
22 questions, Your Honour. Thank you.

23 THE HONOURABLE FRANK MARROCCO: Thank
24 you.

25 MR. FREDERICK CHENOWETH: So, my name

1 is Cheno --

2 THE HONOURABLE FRANK MARROCCO: Did
3 you want to go last, Mr. Chenoweth?

4 MR. FREDERICK CHENOWETH: I do.
5 Sorry, Mr. Bonwick should be --

6 THE HONOURABLE FRANK MARROCCO: Yes.

7 MR. FREDERICK CHENOWETH: Thank you,
8 Your Honour.

9 MR. GEORGE MARRON: I -- I have no
10 questions.

11 THE HONOURABLE FRANK MARROCCO: Oh I'm
12 sorry, Mr. Marron. I apologize.

13

14 CROSS-EXAMINATION BY MR. PAUL BONWICK:

15 MR. PAUL BONWICK: Good afternoon, Ms.
16 Hogg. My name's Paul Bonwick. And I'm a participant
17 in the and representing myself. And thanks very much
18 for taking time to be here today.

19 By the evidence provided both in terms
20 of questioning and the affidavit, it certainly appears
21 that you -- the old colloquial term -- wore many hats
22 within the organization: Board secretary; if I
23 understood properly, manager of human resources?

24 MS. PAMELA HOGG: That's correct.

25 MR. PAUL BONWICK: Executive assistant

1 to the CEO and the chair?

2 MS. PAMELA HOGG: Correct.

3 MR. PAUL BONWICK: Would it be fair to
4 say, based on your various responsibilities, that you
5 likely had more interaction with Board members and
6 with people associated with this process than other
7 members of the Collus team?

8 MS. PAMELA HOGG: That's correct.

9 MR. PAUL BONWICK: Throughout the
10 hearing, we've heard many accolades and positive
11 comments provided in relationship to the role
12 Mr. Muncaster and members of the Board played and the
13 active participation that they took in terms of
14 helping lead the process to deliver the final result.

15 Would you agree that Mr. Muncaster and
16 the Board members were actively involved and did
17 provide good leadership?

18 MS. PAMELA HOGG: Absolutely.

19 MR. PAUL BONWICK: You've --
20 throughout your number of years -- I'll just leave the
21 number -- throughout your numbers of years with Collus
22 and certainly in relationship to your responsibilities
23 of Board secretary, I assume you've worked with many
24 Boards.

25 MS. PAMELA HOGG: Yes.

1 MR. PAUL BONWICK: How would you
2 compare the Board under the leadership of
3 Mr. Muncaster in comparison to previous Boards?

4 MS. PAMELA HOGG: Excellent. He was a
5 very knowledgeable chair.

6 MR. PAUL BONWICK: Thank you. You
7 spent a long part of your career working with
8 Mr. Houghton.

9 MS. PAMELA HOGG: That's correct.

10 MR. PAUL BONWICK: And I should just
11 go back to the Board. At any point, did any of the
12 Board members -- did any of their activities raise any
13 concerns in terms of -- in your mind in terms of their
14 activities or their actions?

15 MS. PAMELA HOGG: Are you talking
16 prior to the sale or post?

17 MR. PAUL BONWICK: Leading up to the
18 sale.

19 MS. PAMELA HOGG: No.

20 MR. PAUL BONWICK: Thank you. So you
21 spent many years working with Mr. Houghton, both in
22 your capacity as manager of human resources (a) to the
23 CEO, as well as Board secretary, and I put this
24 question to Ms. Shuttleworth earlier.

25 I'm wondering if you could share your

1 professional opinion based on terms of your various
2 responsibilities, as well as working relationship you
3 had with Mr. Houghton. How would you surmise his
4 management skills, his approach to the job?

5 MS. PAMELA HOGG: Excellent. I think
6 the utility and the municipality were -- it was a
7 great benefit to have Mr. Houghton as a lead. He
8 was -- he was a very hard worker, expected a lot of
9 himself and a lot of his team, as -- as well.

10 He -- he pushed us -- he pushed us to
11 better ourselves. I can't say enough good about how
12 he was as a leader. He was well respected in the --
13 in the LDC world across the province. He was
14 excellent.

15 MR. PAUL BONWICK: You must be reading
16 my next question --

17 MS. PAMELA HOGG: Yeah.

18 MR. PAUL BONWICK: -- 'cause I was
19 going to ask based on your experience and interaction
20 with others within the LDC community.

21 MS. PAMELA HOGG: Yeah.

22 MR. PAUL BONWICK: And you've answered
23 that. He's highly regarded.

24 MS. PAMELA HOGG: Yeah. I have great
25 respect for him.

1 MR. PAUL BONWICK: Any question prior
2 to this matter raised with regards to his integrity or
3 how he conducted himself in the business world?

4 MS. PAMELA HOGG: No.

5 MR. PAUL BONWICK: Ms. Shuttleworth
6 provided some testimony prior to yours, and I'm
7 wondering if you might share your opinion.

8 You've worked with Ms. Shuttleworth for
9 a number of years now?

10 MS. PAMELA HOGG: Yes.

11 MR. PAUL BONWICK: Could you please
12 enlighten us in terms of her approach from a
13 professional perspective?

14 MS. PAMELA HOGG: Oh, she's excellent.
15 She -- she knows her stuff. At every Board meeting,
16 anytime any -- any Board member asked a question of
17 her, I swear she could recall the page that it was on
18 the financial statement. She gave direct, concise
19 answers. She's really excellent at her job.

20 MR. PAUL BONWICK: Thank you. This
21 will be a personal opinion that I'll ask you, and in
22 fairness -- and I recognize it's somewhat subjective,
23 but I put the same question to Ms. Shuttleworth.

24 Over the period of time leading up to
25 the OEB approval -- and so that would be throughout

1 the process in determining whether it was going to be
2 a 50/50 or a 49/51 or a complete sale -- post that,
3 once a 50/50 was decided and you moved forward
4 throughout the RFP process, subsequently got the
5 OEB -- secured the OEB approval, what was your
6 assessment of Mr. Fryer's approach to the process that
7 had been decided upon by the Board?

8 MS. PAMELA HOGG: I don't think he was
9 happy with -- with the direction. My understanding
10 he -- he didn't want to sell the utility. He wanted
11 to -- to keep it as it was.

12 MR. PAUL BONWICK: I'd like to go to
13 the -- or pull up CPS0006920.

14

15 (BRIEF PAUSE)

16

17 MR. PAUL BONWICK: Throughout your
18 career, you've obviously had a great deal of
19 experience in participating in meetings and task force
20 or in group sessions.

21 I notice in the Strategic Partnership
22 Task Team that there was seven (7) members:
23 Mr. Muncaster, the chair; Mayor Cooper; David
24 McFadden; Doug Garbutt; Rick Lloyd, deputy mayor,
25 chair of finance; Kim Wingrove, CAO; Tim Fryer, CFFO;

1 John Herhalt, which I believe is KPMG, but I'm not
2 positive.

3 MS. PAMELA HOGG: That's correct.

4 MR. PAUL BONWICK: Thank you. And
5 Mr. Houghton. Could you imagine a scenario or could
6 you describe a scenario where you think that there
7 should have been additional members attached to that?

8 MS. PAMELA HOGG: No. I thought that
9 was a great team.

10 MR. PAUL BONWICK: In terms of the
11 team working together, did you feel that it was a
12 cooperative working environment?

13 MS. PAMELA HOGG: Absolutely. I don't
14 recall any -- any contentious issues.

15 MR. PAUL BONWICK: Could you please
16 scroll up or down, whichever way the screen goes.
17 Thank you. I just ask -- just to reflect for a second
18 on the scoring. Go again, please. One (1) more.

19 So you, better than most I would think,
20 have a reasonable understanding of how the scoring
21 turned out. At any point in any manner of speaking,
22 did I reach out to you to try to either influence the
23 scoring criteria or to suggest that scoring should go
24 in one (1) direction or another? Or for that matter,
25 did we have any communications related to PowerStream

1 at all?

2 MS. PAMELA HOGG: No.

3 MR. PAUL BONWICK: You had the benefit
4 of working through this process, and you're one (1) of
5 the few that had the benefit of working after the
6 final OEB approval was put in place. I think it's
7 safe to assume -- and I assume you would agree with me
8 -- that throughout your 30-year career with Collus,
9 you would have always had the best interest of the
10 community at heart.

11 MS. PAMELA HOGG: Absolutely.

12 MR. PAUL BONWICK: Would it be safe to
13 say that in your experience that the other members of
14 the Strategic Task Team had the best interest of the
15 community at heart?

16 MS. PAMELA HOGG: Absolutely.

17 MR. PAUL BONWICK: Moving forward
18 after the OEB approval and measuring over the period
19 of the first year -- you had 29 others to reflect
20 upon -- did you believe that the result of the 50/50
21 partnership was a -- derived a significant or created
22 a significant benefit for the Town of Collingwood?

23 MS. PAMELA HOGG: Absolutely.

24 MR. PAUL BONWICK: Could you maybe
25 expand a little bit on what the environment was like

1 for the first year between your -- or between Collus
2 PowerStream, Town of Collingwood, and PowerStream
3 generally speaking?

4 MS. PAMELA HOGG: The very first year,
5 it's a kind of a blur, but that was the year we were
6 exploring to get the best of the partnership, if you
7 will, because it was -- it was the first in the LDC
8 world of this -- of this type. So we wanted to -- to
9 really make it work so we could sell that idea off to
10 other LDCs as -- if we -- as we've heard earlier.

11 So it was -- it was a busy year, but we
12 were exploring what opportunities that we were going
13 to be able to provide more value to our shareholder.

14 MR. PAUL BONWICK: Within that first
15 year, what was the feedback that you heard personally
16 from other participants in the LDC sector in terms of
17 how smoothly this process had gone, the approval, and
18 the -- the subsequent creation of this 50/50
19 partnership?

20 MS. PAMELA HOGG: They were actually
21 excited for us, and I think there was a close eye on
22 watching us to see how -- how the partnership went.
23 Our LDC was envied across the province because we were
24 very innovative and forward thinking.

25 So when this happened, they were all

1 watching, waiting to see what was going to -- to
2 happen with the partnership. So -- and I know all of
3 my colleagues at any of our industry meetings that we
4 would have across the province, we were always tooting
5 it and saying how -- how excellent it has been, and we
6 can't wait to see where it ends up.

7 MR. PAUL BONWICK: So it's reasonable
8 to say you were very proud of --

9 MS. PAMELA HOGG: Absolutely.

10 MR. PAUL BONWICK: -- what was
11 actually accomplished. Could you bring up the
12 affidavit and the supplementary affidavit, please, for
13 Ms. Hogg?

14

15 (BRIEF PAUSE)

16

17 THE JOHN MATHER: There's only one (1)
18 affidavit.

19 MR. PAUL BONWICK: That'll explain why
20 I couldn't find the second one (1) when I was looking
21 for it.

22

23 CONTINUED BY MR. PAUL BONWICK:

24 MR. PAUL BONWICK: Scroll down,
25 please. Thank you. Keep going. Sorry. Just -- I'm

1 not that quick. For -- sorry, can you go up just a
2 notch there, that's good. Okay. Sorry, could you go
3 down to 7 again, please, I just want to make sure
4 we're connecting.

5 Ms. Hogg, and -- and I, like you, am
6 sympathetic to the fact that this was eight years ago
7 and difficult to remember, perhaps eight months ago.

8 MS. PAMELA HOGG: Yes.

9 MR. PAUL BONWICK: But I would ask if
10 you could just try to remember back in terms of being
11 aware of any communications, and not specifically with
12 Mr. Houghton and myself, but can you recall me coming
13 by on a couple of different occasions and meeting in
14 the boardroom with Mr. Muncaster?

15 I -- I don't want to put words in your
16 mouth --

17 MS. PAMELA HOGG: I'd have to say no.

18 MR. PAUL BONWICK: Okay, because I --
19 okay, fair enough. That's the way it is.

20 I want to thank you very much for all
21 your efforts in leading up to this, post it and
22 certainly for turning out today and wish you a great
23 long weekend.

24 MS. PAMELA HOGG: Thank you.

25 MR. PAUL BONWICK: That concludes my --

1 THE HONOURABLE FRANK MARROCCO: Thank
2 you, Mr. Bonwick.

3 Before Mr. Chenoweth starts his
4 questions, with respect to the financial portion of
5 the bid, was it possible that that was released to
6 KPMG to do something with before the members of the
7 team considered it? Do -- do you have any
8 recollection?

9 I don't say that for any particular
10 reason, it's just a -- a possibility.

11 MS. PAMELA HOGG: I don't believe so,
12 unless Mr. Muncaster did. I certainly did not.

13 THE HONOURABLE FRANK MARROCCO: All
14 right. Mr. Chenoweth...?

15

16 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

17 MR. FREDERICK CHENOWETH: In that
18 respect, Ms. Hogg, first of all my name is Fred
19 Chenoweth, I represent Ed Houghton.

20 With respect to the questions of
21 Justice Marrocco, there seems to be evidence that
22 would seem to suggest that the financial bid was
23 released to KPMG and that after getting that document,
24 KPMG did an analysis and came to -- and that analysis
25 was then given to the -- to the STT team, I can't

1 recall whether it was before or at the 28th meeting.

2 And the financial scores of the STT
3 team were a result of a review of the analysis that
4 was completed by KPMG prior to the meeting. Does that
5 --

6 MS. PAMELA HOGG: Well, I know --

7 MR. FREDERICK CHENOWETH: Does that at
8 all assist your memory?

9 MS. PAMELA HOGG: Well, I --I do know
10 that KPMG was heavily involved in the finance portion
11 of the -- of the scoring. I just don't recall the
12 actual -- how the scoring came together. I -- I don't
13 know whether the -- the team received all the
14 envelopes and then subsequent to that KPMG did their
15 evaluation or whether it was being done at the same
16 time. I don't recall.

17 MR. FREDERICK CHENOWETH: Right.
18 Right. But they made a significant contribution --

19 MS. PAMELA HOGG: Absolutely, yes.

20 MR. FREDERICK CHENOWETH: -- to the
21 eventual financial scores?

22 MS. PAMELA HOGG: That's correct.

23 MR. FREDERICK CHENOWETH: All right.

24 Thank you.

25 With respect to the November 23rd

1 meeting, the scoring of the non-financial, again
2 that's been covered and I'll be very brief with
3 respect to it.

4 I had a sense from what you'd said in
5 response to the questions of others that people had
6 the non-financial envelope before the meeting.

7 MS. PAMELA HOGG: That's correct.

8 MR. FREDERICK CHENOWETH: That they
9 did their scoring prior to their attending the
10 meeting?

11 MS. PAMELA HOGG: That's correct.

12 MR. FREDERICK CHENOWETH: And they
13 attended with their non-financial scores to the
14 meeting?

15 MS. PAMELA HOGG: That's correct.

16 MR. FREDERICK CHENOWETH: All right.
17 That -- that they gave you the numbers, which you
18 populated into a graft on some sort of overhead in the
19 room?

20 MS. PAMELA HOGG: That's correct.

21 MR. FREDERICK CHENOWETH: Correct.

22 And you I think indicated in the
23 answers to one (1) of the questions of one (1) of my
24 friends, that thereafter there may have been some
25 discussion at that time about the various positions of

1 the potential bidders, correct?

2 MS. PAMELA HOGG: Correct.

3 MR. FREDERICK CHENOWETH: All right.

4 And that would've taken place after the scoring, from
5 what we've just gone through, correct?

6 MS. PAMELA HOGG: Yes.

7 MR. FREDERICK CHENOWETH: Correct?

8 MS. PAMELA HOGG: Correct.

9 MR. FREDERICK CHENOWETH: All right.

10 So that any discussions that were had, and I got the
11 impression you don't specifically remember what the
12 nature of those discussions was, but certainly any
13 discussions that were had at that time didn't affect
14 the -- the non-financial scoring in that people came
15 with their scores already prepared, number 1, correct?

16 MS. PAMELA HOGG: That's correct.

17 MR. FREDERICK CHENOWETH: And number
18 2, the scores were put up and put in your -- and
19 populated into your graph before the discussions were
20 had?

21 MS. PAMELA HOGG: That's correct.

22 MR. FREDERICK CHENOWETH: Thank you.

23 I was interested in -- in the voting
24 approach of the STT, in that respect I was
25 particularly interested in the position of Mr. Fryer

1 and his evidence that he was apparently, in his mind
2 in any event, a non-voting member of the STT.

3 Assist me with respect to that. Did
4 you understand that all the members of the STT team
5 were equal in terms of their voting potential?

6 MS. PAMELA HOGG: Yes.

7 MR. FREDERICK CHENOWETH: And you
8 didn't -- you didn't hear from anyone or understand
9 from your observations that any member of the STT
10 team, in particular Mr. Fryer, were non-voting
11 members.

12 MS. PAMELA HOGG: No, that's correct.
13 His numbers went into the spreadsheet like everyone
14 else's.

15 MR. FREDERICK CHENOWETH: Thank you.

16 And there would have been -- I think
17 there's five STT meetings and there would have, on
18 occasion, been votes with respect to certain matters
19 that came before it, i.e., criteria and things of that
20 nature, and they -- they would have in some matter
21 come to a consensus, is the word you use in your
22 affidavit.

23 MS. PAMELA HOGG: That's correct.

24 MR. FREDERICK CHENOWETH: So that as
25 far as you were concerned, the STT team moved ahead on

1 the basis of a consensus?

2 MS. PAMELA HOGG: Absolutely. I -- I
3 don't recall all -- all the discussions that took
4 place at meetings, but I can definitely recall there
5 was no contentious issues at all.

6 MR. FREDERICK CHENOWETH: So there was
7 pretty much some solid agreement amongst the STT team
8 with respect to the matters under their consideration.

9 MS. PAMELA HOGG: That's correct.

10 MR. FREDERICK CHENOWETH: Including,
11 for instance, the utility of the strategic partnership
12 concept.

13 MS. PAMELA HOGG: Correct.

14 MR. FREDERICK CHENOWETH: And I'm just
15 interested in -- in terms of the physical process, how
16 did they judge the consensus? Did people put up their
17 hands or was it a -- a question of the chair of the
18 meeting getting a -- a sense of the consensus at the
19 meeting, or how did we understand that everyone
20 agreed, as you've indicated they did?

21 MS. PAMELA HOGG: There was on formal
22 votes, but it would been -- it would have been just by
23 consensus. The chair would have got the direction, if
24 someone would have had an issue, it would have been --
25 it would have been discussed and brought out.

1 MR. FREDERICK CHENOWETH: Right. So
2 that if you had an issue with any of the matters being
3 discussed, clearly you had an opportunity to raise
4 that?

5 MS. PAMELA HOGG: That's correct.

6 MR. FREDERICK CHENOWETH: And in your
7 observation, any issues that would have been raised
8 were resolved and a -- and a full consensus was
9 achieved with respect to each member of the team on
10 each issue?

11 MS. PAMELA HOGG: That's correct.

12 MR. FREDERICK CHENOWETH: Thank you.

13 Now, you've described in answers to
14 other's questions that you had the -- I'm going to
15 describe it as the pleasure of working as Mr.
16 Houghton's assistant in his Collus jobs for two (2)
17 decades.

18 MS. PAMELA HOGG: That's correct.

19 MR. FREDERICK CHENOWETH: All right.

20 And I had the impression that -- that
21 your relationship, your business relationship was such
22 that you had a pretty good idea what Mr. Houghton was
23 doing most days and when he was doing it?

24 MS. PAMELA HOGG: Generally, yes.

25 MR. FREDERICK CHENOWETH: All right.

1 And that's a function of the fact that you helped
2 construct his calendar.

3 MS. PAMELA HOGG: Absolutely, yes.

4 MR. FREDERICK CHENOWETH: All right.
5 And you talked back and forth?

6 MS. PAMELA HOGG: Yes.

7 MR. FREDERICK CHENOWETH: All right.

8 MS. PAMELA HOGG: Sometimes yelled.

9 MR. FREDERICK CHENOWETH: Over two (2)
10 decades, I can see that happening.

11 In any event, so you would have a
12 pretty good understanding of what his calendar was
13 like and what meetings he went and didn't go to?

14 MS. PAMELA HOGG: Generally, yes.

15 MR. FREDERICK CHENOWETH: All right.
16 Thank you. Ms. Wingrove took the position with us
17 that -- that Mr. Houghton, on a number of occasions,
18 cancelled meetings that she'd arranged with him and
19 cancelled them summarily immediately prior to the
20 meetings.

21 If that was occurring, is that
22 something that you believe would have come to your
23 attention?

24 MS. PAMELA HOGG: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 And that being said, do you have any -- any memory at
2 all of Mr. Houghton at any time cancelling any
3 meetings with the then CAO, Ms. Wingrove?

4 MS. PAMELA HOGG: No.

5 MR. FREDERICK CHENOWETH: Thank you.

6 MS. PAMELA HOGG: No, I have the
7 memory that, no, it didn't happen.

8 MR. FREDERICK CHENOWETH: I didn't
9 happen?

10 MS. PAMELA HOGG: I don't know if I
11 answered that correctly or not.

12 MR. FREDERICK CHENOWETH: Very good.
13 Thank you.

14

15 (BRIEF PAUSE)

16

17 MR. FREDERICK CHENOWETH: I am
18 anticipating the evidence of Brian Macdonald and
19 others may be that -- that, in fact, Mr. Houghton met
20 somewhere between six (6) and ten (10) times a year
21 with Ms. Wingrove. Would that be in keeping with your
22 memory?

23 MS. PAMELA HOGG: Yes.

24 MR. FREDERICK CHENOWETH: Thank you.

25 So, there's nothing that you're aware of that would

1 suggest that Ms. Wingrove had any difficulty having a
2 meeting with Mr. Houghton?

3 MS. PAMELA HOGG: No.

4 MR. FREDERICK CHENOWETH: Thank you.

5

6 (BRIEF PAUSE)

7

8 MR. FREDERICK CHENOWETH: You received
9 a fifteen thousand dollar (\$15,000) bonus for your
10 work -- or you received a fifteen thousand dollar
11 (\$15,000) bonus -- I think they're -- I -- I should
12 know the date of these. I think they're in --
13 sometime in 2012 or 2011?

14 MS. PAMELA HOGG: Yeah, they -- in
15 March.

16 MR. FREDERICK CHENOWETH: All right.
17 Thank you. March of 2012?

18 MS. PAMELA HOGG: That's correct.

19 MR. FREDERICK CHENOWETH: Thank you
20 very much. And you understood that -- and Mr.
21 Houghton I think told you so, according to your
22 affidavit, paragraph 33, that the bonuses were for the
23 work that you put in in helping to complete the
24 transaction?

25 MS. PAMELA HOGG: Yes.

1 MR. FREDERICK CHENOWETH: Thank you.
2 It was interesting. We had some questions of Ms.
3 Shuttleworth with respect to this aspect of matters
4 earlier today. And she described herself as working
5 in excess of seventy-five (75) hours a week over and
6 abo -- well, not over and above, but including her
7 regular duties in order to get this transaction
8 closed.

9 MS. PAMELA HOGG: I would say the
10 same, yes.

11 MR. FREDERICK CHENOWETH: Would you
12 concur with that --

13 MS. PAMELA HOGG: Yes.

14 MR. FREDERICK CHENOWETH: -- with that
15 view of the way she was working?

16 MS. PAMELA HOGG: Yes.

17 MR. FREDERICK CHENOWETH: Thank you.
18 And I'm interested in -- in the work that -- that you
19 did. What kind of time were you spending during the
20 period up to March of 2012 doing your regular work and
21 trying to complete this transaction?

22 MS. PAMELA HOGG: About the same.

23 It's -- it's hard to pinpoint it, but there was --
24 there was several evenings, weekends. It was a lot of
25 -- of hours --

1 MR. FREDERICK CHENOWETH: Very good.

2 MS. PAMELA HOGG: -- a lot of hours.

3 MR. FREDERICK CHENOWETH: Thank you.

4 So, you weren't -- you felt the bonuses, I take, were
5 -- I take it, were for -- certainly for Ms.

6 Shuttleworth, in any event, appropriate for what --
7 for what work you saw her doing?

8 MS. PAMELA HOGG: Absolutely.

9 MR. FREDERICK CHENOWETH: And I take
10 it that you were also of the view that the bonus that
11 -- that you received with respect to that matter was
12 appropriate.

13 MS. PAMELA HOGG: Absolutely.

14 MR. FREDERICK CHENOWETH: All right.
15 And, in your view, given the work you did, was in --
16 in no way could be described as excessive. Is that
17 fair?

18 MS. PAMELA HOGG: That's fair.

19 MR. FREDERICK CHENOWETH: All right.
20 Were you ever told that these bonuses were a secret?

21 MS. PAMELA HOGG: No.

22 MR. FREDERICK CHENOWETH: All right.
23 But you, however, did understand that -- that salary
24 matters were to be kept confidential, in any event,
25 correct?

1 MS. PAMELA HOGG: That's correct.

2 MR. FREDERICK CHENOWETH: And I think
3 you say so in your affidavit. You're not aware of --
4 of anyone giving back any of their bonuses?

5 MS. PAMELA HOGG: No.

6 MR. FREDERICK CHENOWETH: Thank you.

7

8 (BRIEF PAUSE)

9

10 MR. FREDERICK CHENOWETH: Now, Ms.

11 Shuttleworth -- and -- and you've described the -- the
12 pride with which you regarded the partnership that you
13 all had achieved together. And I'm now talking about
14 Collus PowerStream.

15 You describe the pride with which you
16 regarded that partnership in the -- in the first year
17 or so, that you had an opportunity to work in the
18 partnership?

19 MS. PAMELA HOGG: Yes.

20 MR. FREDERICK CHENOWETH: And I think
21 in answer to Mr. Bonwick's questions, you indicated
22 that you thought it was a real plus for the Town of
23 Collingwood --

24 MS. PAMELA HOGG: Absolutely.

25 MR. FREDERICK CHENOWETH: -- and gave

1 Collus an opportunity to -- to do good work for the
2 ratepayers of the Town of Collingwood --

3 MS. PAMELA HOGG: That's correct.

4 MR. FREDERICK CHENOWETH: -- and to
5 grow their business?

6 MS. PAMELA HOGG: Absolutely.

7 MR. FREDERICK CHENOWETH: All right.

8 Ms. Shuttleworth described a change in that that took
9 place following Mr. Brown getting the appointment of
10 CAO?

11 MS. PAMELA HOGG: That's correct.

12 MR. FREDERICK CHENOWETH: Right. And
13 did you -- did you believe there was -- there was a
14 change in -- in the direction of that partnership
15 after Mr. Brown became involved?

16 MS. PAMELA HOGG: Yes.

17 MR. FREDERICK CHENOWETH: All right.

18 She indicated that -- that, on a number of issues, Mr.
19 Brown had a habit of inhibiting the progress of some
20 of the issues that would have been necessary for that
21 partnership to move forward in an appropriate way.

22 Would you concur with Ms. Shuttleworth
23 in that respect?

24 MS. PAMELA HOGG: Yes.

25 MR. FREDERICK CHENOWETH: All right.

1 And do you have -- I had a sense that the relationship
2 of Ms. Shuttleworth with Mr. Brown was -- was not the
3 happiest relationship?

4 MS. PAMELA HOGG: Correct.

5 MR. FREDERICK CHENOWETH: Is it --
6 would you -- can you -- what can you tell me -- with
7 respect to the Shuttleworth evidence I've just
8 described, what can you tell me with respect to
9 whether your experience with Mr. Brown was similar?

10 MS. PAMELA HOGG: Exactly the same.

11 MR. FREDERICK CHENOWETH: All right.
12 And was that a sense that was held by other staff who
13 had occasion to interact with CAO Mr. Brown?

14 MS. PAMELA HOGG: Yes.

15 MR. FREDERICK CHENOWETH: Thank you.

16

17 (BRIEF PAUSE)

18

19 MR. FREDERICK CHENOWETH: And did that
20 relationship allow the partnership of Collus
21 PowerStream -- and I'm talking about the Brown
22 relationships with the staff and others.

23 Did that relationship allow the
24 partnership, Collus PowerStream, to move forward in
25 the way you would have otherwise anticipated that it

1 would?

2 MS. PAMELA HOGG: No, absolutely not.

3 MR. FREDERICK CHENOWETH: Thank you.

4 One (1) moment.

5

6 (BRIEF PAUSE)

7

8 MR. FREDERICK CHENOWETH: That's
9 right. Mr. -- Mr. Marron points out to me that you
10 were, in fact, the HR manager for a period of time?

11 MS. PAMELA HOGG: That's correct.

12 MR. FREDERICK CHENOWETH: And did you
13 notice the -- that the dysfunctionalities in that
14 relationship found its way into your office from time
15 to time as HR manager?

16 OBJ MR. MARCUS OSTROWERKA: Your Honour,
17 I'm just -- I'm going to take this opportunity to
18 object, and along the similar lines as before. I
19 under -- fully understand to the extent this line of
20 questioning's relevant to the transaction and the
21 partnership and the connection, but when it gets into
22 pure personnel matters, I have trouble understanding
23 the relevance.

24 THE HONOURABLE FRANK MARROCCO: I --
25 I'm not going to allow the -- the question. It -- it

1 "No."

2 Did you share any information about the
3 STT or the bidder presentations with any person
4 outside of the STT?

5 MS. PAMELA HOGG: No.

6 MR. JOHN MATHER: Thank you.

7 THE HONOURABLE FRANK MARROCCO: Thank
8 you very much. Thank you for your assistance.

9

10 (WITNESS STANDS DOWN)

11

12 THE HONOURABLE FRANK MARROCCO: Ms.
13 Wingrove. We're now going to complete the evidence of
14 Ms. Wingrove, who was in the process of being cross-
15 examined when we broke one (1) day. And -- and then,
16 in order to recover from that experience, I gather she
17 went on a holiday.

18 So, Ms. Wingrove, you come back to the
19 witness stand, please.

20

21 KIMBERLY WINGROVE, Previously Sworn

22

23 MR. MICHAEL WATSON: Your Honour, if
24 it -- if it helps, I've checked the transcript from
25 April 18th. Mr. Chenoweth was finished. I know that

1 comes as bad news to all of us, but we, therefore, go
2 on to everyone else.

3 THE HONOURABLE FRANK MARROCCO: All
4 right. Then let's proceed with everyone else. Who's
5 next? Mr. Marron...?

6 MR. GEORGE MARRON: And, yeah, I'm --
7 I'm just wondering, Your Honour. I might -- it might
8 be a little less cumbersome if I were to ask some
9 questions here given the paperwork that I seem to have
10 accumulated on this.

11 THE HONOURABLE FRANK MARROCCO: That's
12 fine, Mr. Marron.

13 MR. GEORGE MARRON: Okay. Thank you.

14

15 (BRIEF PAUSE)

16

17 THE HONOURABLE FRANK MARROCCO: Do you
18 -- do you want a minute to...

19 MR. GEORGE MARRON: Yeah, that -- that
20 might assist. Thank you.

21 THE HONOURABLE FRANK MARROCCO: All
22 right. We'll -- we'll --

23 MR. GEORGE MARRON: Yeah.

24 THE HONOURABLE FRANK MARROCCO: We'll
25 take --

1 MR. MICHAEL WATSON: Your Honour, I'm
2 -- I'm prepared to proceed if this helps at all. I've
3 got just a few questions; whatever Mr. Marron wants.

4 THE HONOURABLE FRANK MARROCCO: I
5 think what we'll do is we'll just take the break. We
6 would have taken it anyway.

7

8 --- Upon recessing at 3:12 p.m.

9 --- Upon resuming at 3:22 p.m.

10

11 MR. FREDERICK CHENOWETH: Your Honour,
12 just before we proceed with Ms. Wingrove, just one (1)
13 matter that I would like to address the court with
14 respect to I, in err, did not ask the last witness,
15 Ms. Hogg, a question that I think has some
16 significance, one (1) question that I'd like to put to
17 her, one (1) -- one (1) very brief area of
18 questioning.

19 THE HONOURABLE FRANK MARROCCO: One
20 (1) -- one (1) question, or one (1) area of
21 questioning?

22 MR. FREDERICK CHENOWETH: Well, it may
23 take three (3) questions, but -- in total, but it --
24 it would be extremely brief. And -- and I have
25 managed to -- to capture the witness --

1 THE HONOURABLE FRANK MARROCCO: Ms.
2 Hogg, would you come back to the witness stand.

3 MR. FREDERICK CHENOWETH: Just --
4 she'll be arriving shortly, she was just in the
5 parking -- just in the parking lot.

6 MR. JOHN MATHER: Your Honour, I don't
7 mean to interject, but as Mr. --

8 THE HONOURABLE FRANK MARROCCO: Well,
9 then -- then we'll -- we'll just continue with Ms.
10 Wingrove, we'll do that cross-examination, and then
11 we'll deal with Ms. Hogg.

12 MR. FREDERICK CHENOWETH: Thank you,
13 Your Honour. I'm content.

14 THE HONOURABLE FRANK MARROCCO: Ms.
15 Wingrove, would you come back, please, to the witness
16 stand? Mr. Watson -- or -- or Mr. Marron, are you
17 going to -- are you -- you -- okay.

18

19 CROSS-EXAMINATION BY MR. GEORGE MARRON:

20 MR. GEORGE MARRON: Thank you, Your
21 Honour. Ms. Wingrove, my name is George Marron. I am
22 a resident of the Town of Collingwood, like some of
23 the other characters in this room, and I actually grew
24 up in Owen Sound, so we have something in common
25 presently.

1 I represent Sandra Cooper, and I have
2 some questions for you. And I'd like to begin just
3 with a general overview.

4 You indicated in your evidence-in-chief
5 -- and that was some time ago, and I've had the
6 benefit of reviewing the transcript of what you said
7 way back when. And if there's any issue in my
8 paraphrasing, or summarizing anything, if you would be
9 kind enough to let me know if it's a -- a proper
10 recall, I'd be content. And likewise, if there's any
11 point during your giving evidence, if there's any
12 difficulty you have, you just let me know, or His
13 Honour, and I'm sure there will be no difficulty in
14 that regard.

15 So, you indicated to us that you've got
16 a wonderful education, and were working with the
17 Province of Ontario in the Greater Metropolitan
18 Toronto Area, and -- but that at the point in time you
19 decided to change careers, in effect, and put your
20 name up for consideration, you had had no prior chief
21 administrative officer experience?

22 MS. KIMBERLY WINGROVE: If I may, I
23 worked across the Province, not solely in -- in
24 Toronto. I worked with many municipal councils, but I
25 had never been a chief administrative officer, as I

1 said.

2 MR. GEORGE MARRON: Right. And like
3 so many Torontonians, you were able to move to
4 Collingwood because there was a position that was open
5 and available to you here, and you did it for all the
6 proper reasons, to enjoy your family life, get a
7 little bit more of a quiet atmosphere, and to be able
8 to engage in a challenging career.

9 So you -- I take it there's no issue
10 with that?

11 MS. KIMBERLY WINGROVE: My home was in
12 Guelph. I have never actually lived in Toronto.

13 MR. GEORGE MARRON: Okay. Well, I
14 won't hold that against you. All right. So -- so you
15 moved here and you commenced your employment in the
16 year 2009?

17 MS. KIMBERLY WINGROVE: Correct.

18 MR. GEORGE MARRON: And that would
19 have been in the fall?

20 MS. KIMBERLY WINGROVE: Correct.

21 MR. GEORGE MARRON: Okay. So your
22 children were in school, then, here, were they?

23 MS. KIMBERLY WINGROVE: Correct.

24 MR. GEORGE MARRON: All right. And
25 the Mayor at that time was Chris Carrier?

1 MS. KIMBERLY WINGROVE: Yes.

2 MR. GEORGE MARRON: And the deputy
3 Mayor was Sandra Cooper?

4 MS. KIMBERLY WINGROVE: Yes.

5 MR. GEORGE MARRON: All right. And so
6 you'd be familiar, then, with the -- sort of the
7 spirit of the times in the sense that there were some
8 fairly identiful -- identifiable problems in the Town
9 of Collingwood as concerns a fairly substantial debt,
10 and perhaps to some degree, a less -- a lesser form of
11 efficiency when it came to charges for the
12 municipality in various and sundry ways.

13 MS. KIMBERLY WINGROVE: I'm not sure
14 if I'm understanding the latter part of your question.
15 Certainly, the -- the Province provides guidelines to
16 every municipality about their -- their debt threshold
17 that's monitored, and if there's an issue, you'll have
18 a -- be having a conversation with the Municipal
19 Finance Branch from the Ministry of Municipal Affairs
20 and Housing.

21 We certainly had not reached our debt
22 service capacity, and I think an assessment of how
23 much debt is appropriate for any municipality often,
24 you know, requires an examination of a number of
25 characteristics. There -- certainly, the Town carried

1 debt, as all municipalities do.

2 The -- the latter part of your
3 question, though, I'm not sure I understand.

4 MR. GEORGE MARRON: Okay. Well, I --
5 I -- yeah. Once again, I was attempting to summarize
6 it, but -- but the election that was held in October
7 of 2010, there were people who ran on the issue of
8 let's get the debt under control, and let's be careful
9 with future spending.

10 Is that fair to say?

11 MS. KIMBERLY WINGROVE: I -- I recall
12 the comments to that effect, yes.

13 MR. GEORGE MARRON: Yeah. Okay, so
14 the -- if I can refer to it, is this the
15 administration of Mayor Chris Carrier was not
16 successful in being -- well, he wasn't successful in
17 being reelected, and I, being a resident here, know
18 that a lot of us Council members at that time were not
19 reelected as well.

20 Is that fair to say?

21 MS. KIMBERLY WINGROVE: There was a --
22 there was a good turnover in -- in the Collingwood
23 Council --

24 MR. GEORGE MARRON: Yeah.

25 MS. KIMBERLY WINGROVE: -- at that

1 time.

2 MR. GEORGE MARRON: Yeah. I mean, I'm
3 not going to do a headcount of who made it or who
4 didn't make it, but there was a changeover of the
5 administration, so to speak, in that sense?

6 MS. KIMBERLY WINGROVE: M-hm.

7 MR. GEORGE MARRON: Yeah. And what
8 came in by way of the elected representatives in the
9 latter part of the year 2010 was a strong willed group
10 of individuals?

11 MS. KIMBERLY WINGROVE: (NO AUDIBLE
12 RESPONSE)

13 MR. GEORGE MARRON: And not only were
14 they -- you're nodding. You agree with that? It was
15 a general comment.

16 MS. KIMBERLY WINGROVE: As a general
17 comment, I would agree.

18 MR. GEORGE MARRON: All right. You --
19 you indicated in your evidence-in-chief last day that
20 there were obviously splits, and there wasn't --

21 MS. KIMBERLY WINGROVE: Yes.

22 MR. GEORGE MARRON: -- unanimity
23 throughout? And we understand that.

24 So against that background -- but I --
25 I take it that when it came to issues dealing with

1 debt or efficiency of services, that there was a
2 pretty solid majority in favour of anything that would
3 accomplish or seem to accomplish that.

4 MS. KIMBERLY WINGROVE: Again, the --
5 efficiency of services aspect of things, I'm not --
6 I'm not clear where -- where that's coming from, but
7 certainly a concern with debt reduction and the
8 ability to free up capacity to move forward with
9 initiatives was something --

10 MR. GEORGE MARRON: Okay.

11 MS. KIMBERLY WINGROVE: -- that was
12 top of mind.

13 MR. GEORGE MARRON: In reference to
14 the spending?

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. GEORGE MARRON: Yeah, okay. Okay.
17 So -- so with a new Council coming in, in the year
18 2010 -- I'm making reference to the summary document,
19 and I just put this to you -- I'm not asking to pull
20 up the document, Your Honour. There's an indication
21 early on at paragraph 18 on the summary document that
22 on the 25th and 26th of November 2010, that there was
23 an orientation session conducted by you for the
24 incoming Council.

25 MS. KIMBERLY WINGROVE: I believe that

1 there were a number of participants --

2 MR. GEORGE MARRON: There was --

3 MS. KIMBERLY WINGROVE: -- in that but
4 certainly I had a role to play.

5 MR. GEORGE MARRON: And there was --
6 there was reference made to a -- a link or what we
7 used to review that, and it set out basically the
8 topics that were addressed, and there was an outline
9 dealing with a number of topics which you addressed.

10 MS. KIMBERLY WINGROVE: Yes.

11 MR. GEORGE MARRON: Yeah, okay. And -
12 - and I take it that just in my attempt at efficiency,
13 there wasn't any review of the Municipal Conflict of
14 Interest Act during that two-day orientation session?

15 MS. KIMBERLY WINGROVE: I think --
16 were not representatives of Aird & Berlis there to
17 provide that aspect of the orientation?

18 MR. GEORGE MARRON: Yeah, okay. Well
19 that -- and that's my understanding as well. All
20 right.

21 So -- so I'd like to move on then to
22 the 6th and 7th of January 2011, and upon those days
23 there was a second Council orientation session or
24 sessions held at the Collingwood Town Hall and you
25 were present throughout this.

1 MS. KIMBERLY WINGROVE: Yes.

2 MR. GEORGE MARRON: Okay.

3 MS. KIMBERLY WINGROVE: I -- I assume
4 so, yes.

5 MR. GEORGE MARRON: And it was at that
6 point that Leo Longo and John Mascarini of the Aird &
7 Berliss legal firm gave slides --
8 presentation on the Municipal Conflict of Act (sic)
9 and on municipal law and on the law of defamation.

10 Do you recall that?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. GEORGE MARRON: All right. So
13 just before we get into -- to the particulars of that,
14 the foundation brief establishes at paragraph 24 that
15 in 2010 the Town of Collingwood did not have a Code of
16 Conduct or an integrity commissioner.

17 MS. KIMBERLY WINGROVE: Those things
18 didn't -- were not required by regulation at that
19 time.

20 MR. GEORGE MARRON: Right, right. I
21 mean, there had been a study on a Code of Conduct that
22 had happened prior to your arrival in Collingwood as
23 the CAO but it had never been implemented.

24 You're aware of that?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. GEORGE MARRON: All right, okay.
2 So, for the years then 2010 through 2012, which are
3 fundamentally under review in this Inquiry, there was
4 no integrity commissioner. I believe that the
5 integrity commissioner wasn't appointed until sometime
6 in December 2013, I believe.

7 MS. KIMBERLY WINGROVE: I can't speak
8 to that.

9 MR. GEORGE MARRON: Okay, all right.
10 And there wasn't a Code of Conduct in place at that
11 point, during 2010 to 2012? What's -- what's your
12 recollection?

13 MS. KIMBERLY WINGROVE: I -- yeah, I'm
14 -- I'm -- I'm struggling here to remember if there was
15 specific --

16 MR. GEORGE MARRON: Well, we heard --
17 we heard some information on that, and I believe it
18 was beyond 2012.

19 MS. KIMBERLY WINGROVE: That it came
20 into effect. I can accept that, yes.

21 MR. GEORGE MARRON: Okay. So I'd like
22 to refer the witness then Your Honour to a document
23 numbered TOC0534828. This is a Code of Ethics for the
24 Town of Collingwood for members of Council. If -- if
25 we could just scroll through that. It's a fairly

1 short code, Your Honour. I might have difficulty
2 acceding to any of the conditions there but it's a
3 fairly short code.

4 So it -- it deals, as it indicates --
5 you're familiar with it.

6 MS. KIMBERLY WINGROVE: Yes. This is
7 normally something that councillors would -- would
8 swear or affirm at the time that they take office.

9 MR. GEORGE MARRON: Yeah. And -- and
10 we've heard information to that effect, and in fact on
11 the back page of the document there's an indication
12 that on the 6th of December 2010, each and every
13 member of Council signed and acknowledged that, all
14 right?

15 MS. KIMBERLY WINGROVE: (NO AUDIBLE
16 RESPONSE).

17 MR. GEORGE MARRON: I'd like to refer
18 you in that document though to paragraph 7, if that
19 could be -- thank you. And -- and paragraph 7 deals
20 with conflicts of interest, and it -- it simply states
21 that:

22 "Member of -- members of Council
23 will recognize their obligations to
24 follow and respect both the letter
25 and spirit of the provisions of the

1 Municipal Act and the Municipal Act
2 -- Municipal Conflict of Interest
3 Act as amended from time to time."

4 So it specifically refers a member of
5 Council in any instance of a conflict of interest to
6 have regard to the Municipal Conflict of Interest Act
7 or the Municipal Act --

8 MS. KIMBERLY WINGROVE: Yes.

9 MR. GEORGE MARRON: -- in general.
10 Yeah, all right.

11 So then if we can then move on to the
12 January 7, 2011, orientation session, and I'd like to
13 refer the witness to Document Number CJI0009080, and
14 this is the Municipal Conflict of Interest Act and a
15 presentation which was made on the 7th of January 2011
16 by Leo Longo.

17 So just -- just in -- if we could
18 review that then. It indicates -- and I can lead the
19 witness through this, Your Honour.

20 THE HONOURABLE FRANK MARROCCO: Go
21 right ahead, Mr. Marron.

22 MR. GEORGE MARRON: All right, I'll do
23 that. Okay.

24

25 CONTINUED BY MR. GEORGE MARRON:

1 MR. GEORGE MARRON: It indicates by
2 way of background that the Municipal Conflict of
3 Interest Act was enacted in 1972 and the legislation
4 has received substantial judicial consideration,
5 indicates that the purpose secondly -- it sets the --
6 the Conflict of Interest Act sets out a framework for
7 when participation in local government decision-making
8 is appropriate, and that the legislative goal in
9 enacting the act is to protect the public interest,
10 and that the intent of the act is to prohibit any
11 member of a municipal council having a pecuniary
12 interest or monetary interest in a matter being
13 considered by Council from having any involvement in
14 the matter.

15 And it goes on to indicate and to
16 define conflict of interest -- attributes a common
17 meaning to conflict of interest and then it -- in
18 which it states that:

19 "A situation in which a person has a
20 private or personal interest
21 sufficient to appear to influence
22 the objective exercise of his or her
23 official duties as say a public
24 official, an employee, or a
25 professional."

1 And that the meaning in the Municipal
2 Conflict of Interest Act is in reference to a "direct,
3 indirect, or deemed pecuniary interest."

4 MS. KIMBERLY WINGROVE: M-hm.

5 MR. GEORGE MARRON: The word "deemed"
6 was used there. All right? So it's either a direct
7 or an indirect interest, or a deemed interest. And
8 then that's the conflict of interest as it's captured
9 on the page 4. Thank you.

10 It talks about a financial interest in
11 a positive way, in other words that there's a gain of
12 one's monetary position or a negative aspect to it
13 to -- or where you're cutting your losses.

14 And it defines a direct interest and an
15 indirect interest and then a deemed interest, which is
16 set out in section 3 of the Conflict of Interest Act
17 as I read it to you.

18 It says here that:

19 "A direct or indirect interest of a
20 spouse, child regardless of age,
21 parent is deemed to be the member's
22 own interest. "

23 And then below that, Mr. Longo has
24 noted some things are not mentioned. All right?

25 So was that then your understanding of

1 the Municipal Conflict of Interest Act as it pertained
2 to the incoming Council? This was the orientation
3 review in part but specifically in reference to
4 conflict of interest. This was the message in the
5 fact it was being provided on the orientation session
6 of January 7, 2011?

7 MS. KIMBERLY WINGROVE: That's
8 correct. And it is, I think, common practice that
9 when it comes to discussions of conflict of interest,
10 incoming Council are walked through, as Mr. Longo did
11 here, the specific text of the Act. And then Council
12 is always told that they need to seek independent
13 legal advice.

14 MR. GEORGE MARRON: Right.

15 MS. KIMBERLY WINGROVE: If they are
16 unclear about whether or not there's an issue, they
17 need to take that up with their own legal counsel.

18 MR. GEORGE MARRON: Right. Right. I
19 was just going to get to that but thank you.

20 That was set forth in the saving
21 provisions. Now, that -- that's something that
22 generally comes into play if a community member takes
23 issue a Council member and raises the issue of
24 conflict of interest.

25 That's -- an application can be brought

1 before a judge for a declaration of that, and it sets
2 out by way of saving provision that -- that a
3 contravention of the Municipal Conflict of Interest
4 Act statute by a member, being a Council member, is
5 saved from what might be draconian treatment if the
6 contribution is due to inadvertence or an error in
7 judgment.

8 And then it concludes with some tips.
9 Thank you . If we could just go -- we can go back to
10 the conclusions? Thank you.

11 So it indicates here that:

12 "The conflict of interest in the
13 Municipal Conflict of Interest Act
14 is not nearly as broad as the
15 general public likely thinks it is."

16 Pecuniary interest is key. There's a
17 positive duty on the member, of course, to declare the
18 interest, that there are a large of exemptions, and
19 that there are saving provisions in the Act for
20 inadvertence and error in judgment. And there is
21 abundant and, at times, contradictory case law.

22 Now, I take it that that -- and there
23 wasn't any recorded -- this wasn't as an orientation
24 meeting that was being recorded in any way, so there's
25 no record really of what was said. All we have is

1 this outline.

2 MS. KIMBERLY WINGROVE: That's
3 correct.

4 MR. GEORGE MARRON: Okay. And I don't
5 imagine Mr. Longo was about to get involved in a
6 review of case law that may or may not --

7 MS. KIMBERLY WINGROVE: No, no.

8 MR. GEORGE MARRON: No, no. It wasn't
9 a -- it wasn't a law school class or anything like
10 that. All right.

11 Okay. So he goes on to indicate he's
12 got a -- he's got a couple of tips here. The first
13 under the title "some tips" indicates that you
14 demonstrate Municipal Conflict of Interest Act
15 compliance and good faith by being informed of your
16 affairs obviously and of the affairs, I take it, of
17 your spouse -- that might cause some difficulty -- of
18 your children, of your parents, corporations,
19 partners, employers, to the best extent possible to
20 identify any pecuniary interest. Any -- also -- his
21 words -- people who read the Municipal Conflict of
22 Interest Act.

23 MS. KIMBERLY WINGROVE: M-hm.

24 MR. GEORGE MARRON: All right. Then
25 he indicates under the next title of "some tips" that

1 is Town Council, A&B -- which is Aird & Berlis -- is
2 not able to provide Municipal Conflict of Interest
3 Act advice to individual Council members.

4 So that was your indication earlier
5 that it would be putting a Council member on notice
6 that if he wanted some legal advice, he'd have to go
7 out and line up his own lawyer. And that -- and that
8 might entail some considerable expense obviously.

9 MS. KIMBERLY WINGROVE: I think that
10 it would dependent on the -- on the complexity of
11 the --

12 MR. GEORGE MARRON: Yeah.

13 MS. KIMBERLY WINGROVE: -- of the
14 situation and the relationship with that particular
15 firm.

16 MR. GEORGE MARRON: Yeah. That's fair
17 to say. But it -- but it means obtaining your own
18 opinion from someone versed in -- in the law.

19 MS. KIMBERLY WINGROVE: Correct.

20 MR. GEORGE MARRON: Yeah. Okay. So
21 throughout the Inquiry to present time, you know,
22 we've heard information from various Council
23 members -- Sandra Cooper, Rick Lloyd, Ian Chadwick --
24 have come forth and testified. And they indicated that
25 they viewed any potential conflict of interest that

1 they might have along the lines of the Municipal
2 Conflict of Interest Act.

3 And specifically, as the category of
4 person is set out and each and every one (1) of them
5 have acknowledged that -- that the Municipal Conflict
6 of Interest Act did not pertain to a sibling. And --
7 and that's your understanding of the Act, as well.

8 MS. KIMBERLY WINGROVE: That is the
9 way the text is written.

10 MR. GEORGE MARRON: Okay. Okay. So I
11 take it that when Sara Almas in June of 2011 sent you
12 an indication that Mr. Bonwick had been in to see her
13 and that he had been requesting an opinion or -- at
14 least an indication from her that his sibling,
15 Mayor Sandra Cooper, would not fall within the
16 dictates of the Municipal Conflict of Interest Act,
17 that -- that opinion or review by Sara Almas was
18 provided, and she provided you a copy of that
19 correspondence.

20 Now, that was -- that was on the 6th of
21 June that she sent it to you. And it was sometime
22 fairly shortly after that on June the 10th that you
23 received an email from Paul Bonwick requesting a
24 meeting with you. And the email, if I could call that
25 up, Your Honour, it's TOC0049604.

1 (BRIEF PAUSE)

2

3 MR. GEORGE MARRON: I think this is an
4 email chain. Can we scroll all the -- I always scroll
5 up when I mean scroll down.

6 THE HONOURABLE FRANK MARROCCO: I'm
7 not sure anybody can help you with that, Mr. Marron.

8

9 CONTINUED BY MR. GEORGE MARRON:

10 MR. GEORGE MARRON: All right. So
11 here -- here we are. We see the message or at least
12 the email that was sent on the 10th of June asking if
13 he could meet with you for about half an hour. He
14 wanted to discuss a company that he's recently started
15 to provide services, and he indicates that the purpose
16 of the meeting to provide disclosure, as well as
17 purpose. I assume that his propose an additional
18 meeting?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. GEORGE MARRON: Okay. Now -- now,
21 you gave evidence last day in reference to this. And
22 -- and you agreed to and did see Paul Ben -- Bonwick
23 on the 14th of June, and that was a meeting that was
24 held in your office?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. GEORGE MARRON: All right. And --
2 and you indicated that you really -- that -- that you
3 had -- I -- I'm not all that certain. Did -- did you
4 have -- I -- I believe you indicated that you had an
5 opportunity to speak with Sara Almas in reference to
6 Paul Bonwick's attendance on her on the 2nd of June
7 and the fact that she sent you an email relating to
8 that, that you had some brief review with Sara Almas
9 as to what the meeting may be about, or did you
10 really...

11 MS. KIMBERLY WINGROVE: That -- that --
12 - I -- I believe that we saw earlier that Sara had
13 forwarded an email to me.

14 MR. GEORGE MARRON: Yeah, yeah.

15 MS. KIMBERLY WINGROVE: Yeah.

16 MR. GEORGE MARRON: Yeah, okay. So,
17 whether there was -- I take it what you're saying, you
18 can't recall whether there was a meeting or not?

19 MS. KIMBERLY WINGROVE: I -- we didn't
20 meet on it specifically, whether or not there was a
21 passing conversation.

22 MR. GEORGE MARRON: Okay. Okay.
23 Okay. So, on the 14th of June then you had a meeting
24 with Paul Bonwick in your office. And -- and I take
25 it that that meeting was as set out in the alleged

1 purpose of the meeting in the email of June the 10th,
2 that the meeting was to provide disclosure in
3 reference to the company that he'd recently started to
4 provide services?

5 MS. KIMBERLY WINGROVE: Mr. Bonwick
6 told me that his company, Compenso, was going to pe --
7 be providing services to PowerStream.

8 MR. GEORGE MARRON: Right. And did he
9 indicate to you the nature or the scope of the
10 services?

11 MS. KIMBERLY WINGROVE: No.

12 MR. GEORGE MARRON: And specifically,
13 did -- did he indicate to you what company he was
14 representing or might -- might be representing?

15 MS. KIMBERLY WINGROVE: PowerStream.

16 MR. GEORGE MARRON: Yeah. And I'm
17 just referring you to your -- the transcript of the
18 evidence of the 16th of April, 2019, at page 239. You
19 were asked essentially that same question, what else
20 can you tell us about the meeting. And your response
21 was simply that:

22 "Mr. Bonwick attended my office. He
23 indicated that he would be doing
24 some work with PowerStream with
25 regard to assisting them with their

1 communications and government
2 relations work as it related to this
3 idea of the utilities needing to
4 amalgamate."

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. GEORGE MARRON: Or is that -- that
7 --

8 MS. KIMBERLY WINGROVE: That's
9 correct.

10 MR. GEORGE MARRON: Okay. So, he used
11 the term 'amalgamate'. And did you focus on that at
12 all, the word 'amalgamate'?

13 MS. KIMBERLY WINGROVE: It was a very
14 short -- it was a very brief conversation.

15 MR. GEORGE MARRON: Yeah. Well, no, I
16 think you indicated that the meeting on -- well, you
17 indicated on that same page of your evidence it was a
18 short meeting. And I think someone along the line
19 asked you to estimate the time, and I think you said
20 ten (10) minutes perhaps, so.

21 But -- but there was a purpose that was
22 set out and you did use the term 'amalgamate'. So,
23 just -- just moving on cro --

24 MS. KIMBERLY WINGROVE: If I can
25 clarify. Certainly, I don't believe that the word

1 'amalgamate' was used in the specific conversation
2 with Mr. Bonwick. I don't -- I -- I don't think that
3 I would have said it. I think I was describing the
4 overall structure of -- of the agreement.

5 MR. GEORGE MARRON: Okay.

6 MS. KIMBERLY WINGROVE: But...

7 MR. GEORGE MARRON: Well, what --

8 MS. KIMBERLY WINGROVE: He -- Mr.
9 Bonwick disclosed to me that he would be representing
10 PowerStream in the process. What we knew was that
11 there had been -- this was -- this information was
12 provided to me within the context of the larger
13 discussion which I think I've stated on several
14 occasions had been ongoing for some time about the
15 need for LDCs to be rationalizing their operations and
16 looking at amalgamations, efficiencies, that sort of
17 thing.

18 So, I think when I gave my testimony
19 what I was speaking to was -- was within that frame of
20 reference.

21 MR. GEORGE MARRON: Yeah. Okay. So,
22 what you're saying, in effect, is that you -- you got
23 that thought or had reason to think that's what was
24 being disclosed but that the term 'amalgamate' may not
25 have been used, but the message was -- was there?

1 MS. KIMBERLY WINGROVE: That's
2 correct.

3 MR. GEORGE MARRON: Okay. And -- and,
4 as you knew at the time, I mean, PowerStream was --
5 was a local distribution company adjacent to the
6 Collingwood area?

7 MS. KIMBERLY WINGROVE: Correct.

8 MR. GEORGE MARRON: Okay. Okay. Do
9 you recall, was -- was the word 'acquisition' used in
10 that? I appreciate that we're going back all these
11 years, but -- but at least you came away with this
12 thought that this was, obviously, the purpose of the
13 meeting then, was to indicate he's working with
14 PowerStream and in some capacity.

15 There seems to be some consistency with
16 communications and government relation work. Sandra
17 Cooper told us that.

18 MS. KIMBERLY WINGROVE: Yes.

19 MR. GEORGE MARRON: All right. Now,
20 were you aware when you had this meeting on the 10th
21 of June that he -- obviously, you're aware that he had
22 pro -- had approached Sara Almas because she had sent
23 you an email confirming that. But -- but were you
24 aware that on the same day that he approached Sara
25 Almas that he approached his sister, Sandra Cooper?

1 MS. KIMBERLY WINGROVE: No, I was not.

2 MR. GEORGE MARRON: All right. So, I
3 take it that you never -- well, correct me if I'm
4 wrong, but I take it that you never observed any
5 written correspondence that Sandra Cooper forwarded to
6 Brian Bentz, of the PowerStream group --

7 MS. KIMBERLY WINGROVE: No. No.

8 MR. GEORGE MARRON: -- on the 2nd of
9 June?

10 MS. KIMBERLY WINGROVE: No.

11 MR. GEORGE MARRON: Okay. Have you
12 ever seen a letter, that letter?

13 MS. KIMBERLY WINGROVE: Only in the
14 documents.

15 MR. GEORGE MARRON: Only in the
16 document, okay. Okay. That letter used the term
17 'acquisition' in reference to his description of
18 communications and government relations work. You
19 used the term 'acquisition'.

20 And do you recall that in your review
21 of the Foundation Document?

22 MS. KIMBERLY WINGROVE: Not
23 specifically.

24

25 (BRIEF PAUSE)

1 MR. GEORGE MARRON: Now, just -- just
2 before we move on, there was some indication in your
3 evidence in-chief that you describe this -- this
4 meeting of -- that you had with Mr. Bonwick to
5 something as a bit of a put-up, that, in other words,
6 he'd be able to, at some point in the future, refer to
7 fact that he met with Kim and for whatever purpose he
8 might have in -- in doing that. Do you recall that?

9 MS. KIMBERLY WINGROVE: Yes, I do.

10 MR. GEORGE MARRON: Okay. And -- and
11 is that something that came out of the discussion or
12 is that something, just a result of your assessment of
13 Paul Bonwick?

14 MS. KIMBERLY WINGROVE: It was not
15 clear to me exactly what the purpose was of -- of
16 coming to inform me of this relationship.

17 MR. GEORGE MARRON: Okay. Okay. Now,
18 were you -- were you aware of the fact that prior to
19 his attendance on you on the 10th of June, that he had
20 in fact negotiated and had obtained a draft retainer
21 from PowerStream which set out the scope of his
22 services to be rendered on behalf of PowerStream?

23 MS. KIMBERLY WINGROVE: It has become
24 abundantly clear to me that there were a great many
25 things that I was not aware of, and I was not aware of

1 that.

2 MR. GEORGE MARRON: No, I appreciate
3 that. But -- but specifically --

4 MS. KIMBERLY WINGROVE: No.

5 MR. GEORGE MARRON: I mean, I used the
6 date June the 1st. And I can indicate to you that --
7 that -- and I spoke about a draft of a retainer. But
8 there was a retainer letter and a retainer that was
9 entered into between Mr. Bonwick and PowerStream on
10 the 7th of June, 2011.

11 Was that disclosed to you?

12 MS. KIMBERLY WINGROVE: No.

13 MR. GEORGE MARRON: Okay. The fact of
14 the retainer agreement wasn't disclosed to you?

15 MS. KIMBERLY WINGROVE: No.

16 MR. GEORGE MARRON: The fact of any
17 scope of services that might have been set out in the
18 retainer, was that disclosed at all?

19 MS. KIMBERLY WINGROVE: No.

20 MR. GEORGE MARRON: And -- all right,
21 so -- so -- so we'll move on then from the 14th of
22 June meeting.

23 Now, I -- I appreciate and -- and the
24 document will bear me out that the scope of the
25 retainer indicated that there has to be the furnishing

1 of disclosure as to the scope of the services to be
2 rendered to the clerk of Collingwood and to the mayor
3 of Collingwood.

4 And it -- it didn't specifically state
5 that he had to disclose to the CAO of the Town of
6 Collingwood.

7 But I guess the question is what --
8 what -- what if anything in your mind with the meeting
9 had -- or what would be the purpose of the meeting?

10 I mean, it was stipulated in the
11 initial correspondence of June -- of the chance at
12 June when he requested the meeting that he wanted to
13 provide disclosure in reference to the Company, so you
14 -- you're saying in effect that wasn't done.

15 MS. KIMBERLY WINGROVE: I guess it
16 would depend on how one (1) defined the word
17 "disclosure".

18 Mr. Bonwick told me that he was working with
19 PowerStream.

20 MR. GEORGE MARRON: Right.

21 MS. KIMBERLY WINGROVE: I took that to
22 mean within the boundaries of what a communications
23 and government relations firm does.

24 I had no knowledge of anything that
25 went beyond that. I assumed that we were writing

1 letters and, you know that -- helping people to get
2 their message across to, you know, shape
3 communications. That was my assumption of what a
4 communications assistance would be.

5 MR. GEORGE MARRON: Fair enough.

6 So there was an indication on the same
7 day, June 14th, 2011, of a communication with Deputy
8 Mayor Lloyd by Mr. Bonwick, an email. And it made
9 reference to 29 June, 2011 meeting as between the Town
10 of Collingwood members of -- executive members in town
11 hall with PowerStream, and in particular Brian Bentz
12 of PowerStream.

13 Do you recall getting a -- an
14 invitation to -- to such a meeting the 29th of June
15 and the invitation would have been set out on the 22nd
16 of June? Do you recall that?

17 MS. KIMBERLY WINGROVE: I recall
18 attending the meeting.

19 MR. GEORGE MARRON: Yes, okay.

20 And -- but this was a formal invitation
21 by Mayor Sandra Cooper and it was extended to Ed
22 Houghton, to the Deputy Mayor, Rick Lloyd, to Dean
23 Muncaster and to yourself, and to Brian Bentz of
24 PowerStream, who added Jeff Lehman as someone to
25 accompany him.

1 Now -- now, you were asked last time
2 you were here if you could confirm who was there, and
3 I appreciate the passage of time, but in -- in giving
4 you those names is there anyone that you can indicate
5 wasn't there, or are you in the -- no? All right.

6 Well, obviously the mayor would be
7 there, she was hosting the -- the meeting, I take it.
8 You were there?

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. GEORGE MARRON: Deputy Rick Lloyd
11 indicates that he was there?

12 MS. KIMBERLY WINGROVE: Yes.

13 MR. GEORGE MARRON: So that's your
14 recollection?

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. GEORGE MARRON: Do you recall
17 Brian Bentz being there?

18 MS. KIMBERLY WINGROVE: I believe both
19 Brian Bentz and Jeff Lehman or -- yes, Jeff Lehman
20 were there.

21 MR. GEORGE MARRON: All right. Now --
22 now were you aware at the time, I mean, you knew Jeff
23 Lehman was the Mayor of Barrie I assume.

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. GEORGE MARRON: Did you realize

1 that he was the CEO of PowerStream?

2 MS. KIMBERLY WINGROVE: I don't know
3 that it -- I don't know that it was clear to me that
4 that was his position. Jeff Lehman?

5 MR. GEORGE MARRON: Yes.

6 MS. KIMBERLY WINGROVE: Okay, no, I
7 didn't know that.

8 MR. GEORGE MARRON: Okay, so your
9 answer is no, you didn't realize that?

10 MS. KIMBERLY WINGROVE: No, I didn't
11 know.

12 MR. GEORGE MARRON: Okay. All right,
13 now -- now you indicated in your evidence that you
14 were asked to sort of assess the nature of this
15 meeting and you -- you indicated it was, in your mind,
16 a bit of a meet and greet and -- and I think you
17 indicated that you really didn't acknowledge any
18 particular purpose to the meeting.

19 And I'm saying it now that we put it in
20 the chronological order as adopted and put to you
21 today, does it appear today to be something a little
22 different than -- I mean, in -- in -- as concerns the
23 purpose of the meeting and as concerns the purpose of
24 Paul Bonwick approaching not only you, but the mayor,
25 a sister, and Sara Almas.

1 MS. KIMBERLY WINGROVE: At the time I
2 think it -- the feeling was that this was going --
3 this was the -- the process that we were going
4 through, that we would be meeting with representatives
5 of some of the interested utilities.

6 And I -- I did not -- I did not read
7 more into it than that. This was an opportunity for
8 them to talk about who they were.

9 MR. GEORGE MARRON: Right. And there
10 was nothing you -- you found offensive about that?

11 MS. KIMBERLY WINGROVE: It was -- it -
12 - it was a dog and pony show and that was fine.

13 MR. GEORGE MARRON: That's an Owen
14 Sound term, dog and pony.

15 Okay, so you -- so you attributed no
16 specific significance to that --

17 MS. KIMBERLY WINGROVE: I did not come
18 out of that meeting feeling like I -- I have no
19 recollection of feeling like information was shared
20 during that specific particular meeting that -- that
21 made me feel uncomfortable or that, you know, they
22 talked about what they did.

23 MR. GEORGE MARRON: Yes. Do you -- do
24 you recall if Dean Muncaster was at that meeting of --

25 MS. KIMBERLY WINGROVE: I don't recall

1 Dean being there. I don't recall, but that doesn't
2 mean it didn't happen. I just don't recall.

3 MR. GEORGE MARRON: Yes, I appreciate
4 that, but -- but it was a meeting that was held with
5 PowerStream in proximity to other events that were
6 happening in the month of June that had happened, so
7 you -- you didn't put any of that together.

8 MS. KIMBERLY WINGROVE: I think it,
9 you know, the one (1) kind of frame of reference that
10 I would put around all of this is at the time I had a
11 very narrow slice of information about this.

12 I had not been involved in any kind of
13 a significant way in any of the deliberations that
14 happened at the Collus Board or, you know, the
15 discussions that I think had -- had brought us to that
16 point, beyond anything that had been discussed at
17 Council.

18 MR. GEORGE MARRON: Yes.

19 MS. KIMBERLY WINGROVE: I was managing
20 a significant portfolio of activities and this was one
21 (1) thing of many.

22 I -- I simply didn't see at that stage
23 and had no reason to think that, you know, that there
24 was something more than that.

25 MR. GEORGE MARRON: Well, that's fair

1 and -- and you explained to us last day the -- the
2 area that Ed Houghton occupied, basically to his
3 exclusion and that involved the Department of Works,
4 it involved the Collus Group of Companies.

5 And so -- so far as your
6 responsibilities as CAO were concerned, they were kind
7 of exempted from all that, it seemed to have been
8 deferred to Ed Houghton and that had been done years
9 before, certainly before your arrival as the CAO in
10 Collingwood?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. GEORGE MARRON: Yes. My pile of
13 paper is getting lowered here.

14

15 (BRIEF PAUSE)

16

17 MR. GEORGE MARRON: All right, now
18 there -- there's just a couple of areas and there was
19 some questioning of Sandra Cooper by the Town of
20 Collingwood counsel in reference to a legal opinion
21 that was being urged to be obtained and I think
22 initially by Ian Chadwick. And it had to do with the
23 salaries of the Collus employees.

24 And there was some exchange of --
25 exchange of emails where Sandra Cooper in April -- I

1 believe on April the 5th of 2011 received an email
2 from her brother which -- and I'm referring here to
3 the Foundation Document. Perhaps we should call that
4 up just in fairness to the witness, Your Honour, if we
5 could: Paragraph 66 of the Foundation Document.
6 Six-six, yeah.

7

8 (BRIEF PAUSE)

9

10 MR. GEORGE MARRON: Yeah. So the
11 second sentence. And he indicates in April -- it was
12 the 5th of April 2011, and that comes from the -- the
13 email itself. Mr. Bonwick suggested to Mayor Cooper
14 that she consider obtaining a legal opinion on the
15 public disclosure of the salary of Collus employees
16 including that of Mr. Houghton.

17 Now, do you recall in April being
18 approached by Sandra Cooper to -- as part of your --
19 your responsibilities as CAO to get involved in this
20 issue and with a view to silencing the issue, in
21 effect, or responding to it?

22 MS. KIMBERLY WINGROVE: Yes, I do
23 recall.

24 MR. GEORGE MARRON: Okay. Well, there
25 was a -- there was a note that went out from

1 Sandra Cooper, and it -- it's an attachment to an
2 email, but it went out to the members of Council, to
3 yourself, Ed Houghton, and the president of Collus.
4 And this is a -- this is a -- I'll identify the
5 document, Your Honour. It's TOC0044451. I don't need
6 to pull it up on the screen for my purposes, but if
7 you'd like to see it, Ms. Wingrove --

8 THE HONOURABLE FRANK MARROCCO: I
9 think we should put it on the screen.

10 MR. GEORGE MARRON: Pull it up?

11

12

13 CONTINUED BY MR. GEORGE MARRON:

14 MR. GEORGE MARRON: Thank you. So
15 this is indication as set out on the -- on the
16 document. Do you recall how you -- it doesn't appear
17 to be emailed. Was this something that was hand
18 delivered, or do you recall?

19 MS. KIMBERLY WINGROVE: I don't -- so
20 are you suggesting that -- that this was given to me?

21 MR. GEORGE MARRON: Well, it names
22 you, and it says to --

23 MS. KIMBERLY WINGROVE: Yes. I -- I
24 will tell you what I recall about the conversation.

25 MR. GEORGE MARRON: Okay.

1 MS. KIMBERLY WINGROVE: So there had
2 been ongoing tension about -- with certain people
3 wanting to see all of those salaries released.

4 MR. GEORGE MARRON: Yes. This -- this
5 had been something --

6 MS. KIMBERLY WINGROVE: And --

7 MR. GEORGE MARRON: -- that had been
8 festering for a long time.

9 MS. KIMBERLY WINGROVE: -- exactly.

10 MR. GEORGE MARRON: Yeah, yeah.

11 MS. KIMBERLY WINGROVE: And there was
12 great reluctance to see those salaries released. And
13 so the -- to get a legal opinion to be able to put the
14 matter to rest about whether or not it was appropriate
15 to release them.

16 MR. GEORGE MARRON: Right. Okay. So
17 I take it that Sandra Cooper approached you with a
18 view to asking you to resolve the issue. Is that
19 fair?

20 MS. KIMBERLY WINGROVE: Well, we had
21 to get the -- we had to request a legal opinion, yes.

22 MR. GEORGE MARRON: Well, I'm looking
23 at the special meeting of Council minutes, so April
24 the 18th. And this is document CJI0007951.

25 And it's a -- pull that up -- yeah.

1 Thank you. It indicates who was present by way of
2 Council members if we just scroll down a bit. Thank
3 you. It indicates that you were present as well.

4 MS. KIMBERLY WINGROVE: M-hm.

5 MR. GEORGE MARRON: Okay. And if we
6 could go to the third page of the document and just at
7 the top, it says "motions," and then it indicates the
8 Council's proceeding in camera. You see that where
9 it's moved by Councillor Hull and seconded by Lloyd --
10 Councillor Lloyd, went into camera?

11 And then it indicates when we look at
12 other business --

13 MS. KIMBERLY WINGROVE: Which would
14 have been conducted --

15 MR. GEORGE MARRON: Okay. Is that the
16 second --

17 MS. KIMBERLY WINGROVE: -- that was
18 not in camera.

19 MR. GEORGE MARRON: Yeah. The --

20 MS. KIMBERLY WINGROVE: So they went
21 in camera; they came out of in camera.

22 MR. GEORGE MARRON: I'm sorry?

23 MS. KIMBERLY WINGROVE: So they went
24 in -- in camera to speak to two (2) specific items
25 that were listed above and that resolution. They came

1 out of in camera, and then we moved on.

2 MR. GEORGE MARRON: No. I think
3 they're still in camera when it says "other
4 business" -- if we go down to the second bullet, it
5 says that you review the rationale as to why the
6 Collus Power salaries are not disclosed.

7 And then if you go down to the bottom
8 of the -- it says Council proceeded to in camera.
9 It's presently resolved, and then they rose from in
10 camera and returned to public session.

11 Do you see that? So this would have
12 been in camera because it's -- it's a confidential
13 matter, is it not, the matters of salary?

14 MS. KIMBERLY WINGROVE: It's not
15 listed -- it's not listed as one (1) of the reasons
16 why we went in camera. Sorry. It's not listed as one
17 (1) of the reasons why we went in camera. This isn't
18 -- if -- if -- it doesn't seem right to me. Items --
19 when you go in camera, you are required to state the
20 reason, the -- the items that you intend to discuss.

21 And this -- having those -- only those
22 two (2) -- the health and safety charge status review
23 and the Harbour Licence Agreement -- as the only two
24 (2) items to be discussed in camera, it's -- if, in
25 fact, this other was -- I -- I don't -- and we

1 wouldn't be discussing a notice of motion in camera
2 either. That -- that's not correct.

3 So there's something irregular about
4 the way these minutes are -- are put together here.
5 We -- we just -- we wouldn't talk about that in
6 camera.

7 MR. GEORGE MARRON: Okay.

8 MS. KIMBERLY WINGROVE: So that --

9 MR. GEORGE MARRON: All right. So it
10 may have very well been a public portion of the --

11 MS. KIMBERLY WINGROVE: That's
12 correct.

13 MR. GEORGE MARRON: -- I mean of the
14 Council meeting notwithstanding.

15 MS. KIMBERLY WINGROVE: Yeah. Yeah.

16 MR. GEORGE MARRON: Okay.

17 MS. KIMBERLY WINGROVE: Yeah.

18 MR. GEORGE MARRON: So -- but it
19 indicates under "other business" -- and whether it's
20 in camera or not --

21 MS. KIMBERLY WINGROVE: Yeah.

22 MR. GEORGE MARRON: -- the indication
23 is the CAO Wingrove reviewed the rationale as to why
24 Collus Power salaries are not disclosed under the
25 Public Sector Salary Disclosure Act, advising Council

1 that the Collus Power is incorporated under the
2 Business Incorporation Act.

3 In order to be a public sector
4 employee, there are several tests that must be passed,
5 one (1) of which relates to the funding received from
6 the province which is not the case for Collus Power.

7 MS. KIMBERLY WINGROVE: M-hm.

8 MR. GEORGE MARRON: Another relates to
9 the disclosure of salaries and the regulations of the
10 Municipal Freedom of Information and Protection of
11 Privacy Act as it would be considered personal
12 information. So -- so that was what you report in and
13 reviewed with the Council then.

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. GEORGE MARRON: All right. And
16 there's no indication that this was something that was
17 obtained by way of a legal opinion. This was just the
18 rationale that was set forth.

19 MS. KIMBERLY WINGROVE: Where would I
20 have gotten that information?

21 MR. GEORGE MARRON: Well, I don't
22 know.

23 MS. KIMBERLY WINGROVE: I certainly
24 don't propose to be an expert on the interpretation of
25 those things, so I would have -- I would have had

1 advice in order to put that forward in that matter.

2 MR. GEORGE MARRON: All right. But if
3 it's a legal opinion, would it not have been better to
4 provide that opinion in in camera?

5 MS. KIMBERLY WINGROVE: I think the
6 reason why it was being discussed in open session was
7 because there was discussion in the public realm with
8 regard to why Collus salaries were not on the sunshine
9 list with the other members of the municipal staff.

10 MR. GEORGE MARRON: Fair enough.

11

12 (BRIEF PAUSE)

13

14 MS. KIMBERLY WINGROVE: If I may, I
15 see that's what's happened with these minutes is just
16 the way they're written. It shows us going in camera
17 as previously resolved above at 6:45 and coming out at
18 7:35.

19 So the -- I think the -- what our
20 practice was at the Town was to get through as much of
21 the agenda as we possibly could so that in camera was
22 left to the end of the meeting so that people from the
23 public or the media didn't sit and wait while you went
24 through what could be a long in camera session. We --
25 we did all the business, the public business, and then

1 went in camera. That's what's happened here.

2 MR. GEORGE MARRON: Okay. Now, I take
3 it that -- do you recall who provided the legal
4 opinion?

5 MS. KIMBERLY WINGROVE: I would -- my
6 discussions with legal would have been with Aird &
7 Berlis. And I believe that Mr. Houghton himself had
8 provided information.

9 MR. GEORGE MARRON: So, this is Aird &
10 Berlis then providing an opinion to the Town, but they
11 were hired by the Town and were available to do that.
12 I mean, in the orientation they indicated that they
13 couldn't provide certain services, you know, to
14 members of Council.

15 MS. KIMBERLY WINGROVE: To individual
16 councillors --

17 MR. GEORGE MARRON: Yeah.

18 MS. KIMBERLY WINGROVE: -- with regard
19 to conflict of interest.

20 MR. GEORGE MARRON: Yeah. Okay.
21 Those are my questions. Thank you.

22 THE HONOURABLE FRANK MARROCCO: Thank
23 you. Mr. Watson?

24 MR. MICHAEL WATSON: Yes, thank you,
25 Your Honour.

1 CROSS-EXAMINATION BY MR. MICHAEL WATSON:

2 MR. MICHAEL WATSON: Just a few
3 matters, Ms. Wingrove. I think -- well, maybe you
4 don't. My name's Michael Watson. I'm one (1) of the
5 lawyers for Electra, which was PowerStream. I have
6 just very few areas to cover with you. Could we bring
7 up, please, FD paragraph 134?

8 And while that's coming up, do you
9 remember that Mr. Marron asked you about the June 29th
10 meeting and about Mayor Frank (sic) Lehman being
11 there, and also Brian Bentz?

12 MS. KIMBERLY WINGROVE: Jeff Lehman?

13 MR. MICHAEL WATSON: Yes.

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. MICHAEL WATSON: Or he asked you
16 about the -- about them being at that meeting?

17 MS. KIMBERLY WINGROVE: You said,
18 "Frank," and I --

19 MR. MICHAEL WATSON: I'm sorry, Jeff.

20 MS. KIMBERLY WINGROVE: -- like, I
21 don't know him.

22 MR. MICHAEL WATSON: It's late.

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. MICHAEL WATSON: And I'm
25 forgetful. All right. And -- and he -- he suggested

1 -- and -- and the question, maybe it was simply a slip
2 of the tongue, that Jeff Lehman was the CEO of
3 PowerStream.

4 Does this refresh your memory, that in
5 fact Jeff Lehman was the chair of PowerStream --

6 MS. KIMBERLY WINGROVE: That -- that -
7 - yeah.

8 MR. MICHAEL WATSON: -- throughout
9 this entire period, right --

10 MS. KIMBERLY WINGROVE: Yes. Yes,
11 that's right.

12 MR. MICHAEL WATSON: -- and that Brian
13 Bentz was the CEO of PowerStream throughout this
14 entire period?

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. MICHAEL WATSON: Thank you.

17 MS. KIMBERLY WINGROVE: Thank you.

18 MR. MICHAEL WATSON: All right. Thank
19 you. Now, I -- I want to ask you about a couple of
20 the meetings of the Strategic Partnership Task Team.
21 And it may help if we could bring up, please, CPS5544.

22

23 (BRIEF PAUSE)

24

25 MR. MICHAEL WATSON: Now, this is not

1 your document, but it was prepared by Pam Hogg and
2 sent to Ed Houghton, as you can see, in 2015. But
3 what it does contain is a list of key events. And I
4 just wanted to remind you and get your confirmation
5 about certain things.

6 And can we scroll down please, not up
7 because we are up. There.

8 MS. KIMBERLY WINGROVE: M-hm.

9 MR. MICHAEL WATSON: Okay. And we see
10 that there were several meetings of the Strategic
11 Partnership Task Team?

12 MS. KIMBERLY WINGROVE: M-hm.

13 MR. MICHAEL WATSON: Sorry, you have
14 to answer 'yes' or 'no'.

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. MICHAEL WATSON: Thank you.

17 MS. KIMBERLY WINGROVE: Yes, I see
18 that.

19 MR. MICHAEL WATSON: All right. And
20 the first one (1), as we can see, was August 3rd. And
21 you remember that one?

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. MICHAEL WATSON: All right. I'm
24 going to come back to that on a couple of points. The
25 second one (1) was on August 29th. And I think you

1 remember that one?

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. MICHAEL WATSON: Then there was a
4 third one (1) on the September 28th. There hasn't
5 been much of any discussion about that in this
6 Inquiry, but you see there was a third meeting on
7 September 28th?

8 MS. KIMBERLY WINGROVE: I see that
9 it's there, yes.

10 MR. MICHAEL WATSON: Right. And --
11 and I take it that you were present at all of the
12 meetings. There are five (5) numbered ones here. You
13 were present at all of them?

14 MS. KIMBERLY WINGROVE: I believe so.

15 MR. MICHAEL WATSON: Right. And that
16 third one (1) on September 28th was just a few days
17 after the four (4) presentations that the potential
18 bidders had made. Do you remember that?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. MICHAEL WATSON: And it was, well,
21 six (6) days before the RFP actually came out on
22 October 4th?

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. MICHAEL WATSON: And so, this was
25 a discussion -- as you can see from the description, a

1 discussion about what had been presented.

2 Do you see that?

3 MS. KIMBERLY WINGROVE: Yes.

4 MR. MICHAEL WATSON: Now, I want to go
5 then on to -- if we can just go down -- scroll down,
6 please. And we see then the fourth and fifth meetings
7 and we see November 23 fourth meeting. And it says,
8 "No minutes taken."

9 And then the fifth meeting on November
10 28th, five (5) days later, for the financial portion
11 second envelope?

12 MS. KIMBERLY WINGROVE: Yes.

13 MR. MICHAEL WATSON: All right. And
14 do you remember -- and you were asked some questions
15 about these two (2) meetings --

16 MS. KIMBERLY WINGROVE: Yes.

17 MR. MICHAEL WATSON: -- back on April
18 18th, right?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. MICHAEL WATSON: And you remember
21 that the November 28th meeting was to record the
22 evaluations or the scores for the non-financial
23 portions of the bids --

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. MICHAEL WATSON: -- and also for

1 some discussion about them after the numbers were
2 recorded, right?

3 MS. KIMBERLY WINGROVE: yes.

4 MR. MICHAEL WATSON: And then was it
5 the case that -- that the financial matters then, the
6 financial portions of the bid, the second envelope,
7 were discussed at the November 28th meeting?

8 MS. KIMBERLY WINGROVE: Yes.

9 MR. MICHAEL WATSON: Okay. I'm going
10 to come back to that in a moment. Let's go, if we may
11 then, to the August 3rd meeting, CPS2342. I want to
12 ask you just about a few matters concerning that one
13 (1).

14

15 (BRIEF PAUSE)

16

17 MR. MICHAEL WATSON: And as you can
18 see, all of the members were there, and -- and Ms.
19 Hogg was there, and that included you?

20 MS. KIMBERLY WINGROVE: M-hm. Yes.

21 MR. MICHAEL WATSON: Sorry, that's a
22 'yes'?

23 MS. KIMBERLY WINGROVE: Yes, sorry.

24 MR. MICHAEL WATSON: All right. I
25 wanted to go down to -- you see it sa -- it says, "The

1 salient points of the meeting are as follows," and you
2 see the first bullet point. Could we go down to the
3 second bullet point?

4 And I -- I take it, if you read that
5 second bullet point about team strategy session, do
6 you see that?

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. MICHAEL WATSON:

9 "-- will be scheduled so that
10 brainstorming can be done to discuss
11 issues."

12 And then it talks about deciding how it
13 could work with LDCs, such as Wasaga Beach, Midland,
14 et cetera.

15 "What of our interests do we need to
16 protect? Does it make sense to
17 aggregate now, look at mergers and
18 acquisitions, as well?"

19 Do you see that?

20 MS. KIMBERLY WINGROVE: Yes.

21 MR. MICHAEL WATSON: And I take it you
22 have a memory of that being discussed as being items
23 that should be discussed by this team?

24 MS. KIMBERLY WINGROVE: Vaguely, yes.

25 MR. MICHAEL WATSON: All right. Was a

1 team strategy session ever convened or scheduled to
2 discuss these matters?

3 MS. KIMBERLY WINGROVE: I don't recall
4 one (1) being ste -- scheduled as a standalone thing,
5 no.

6 MR. MICHAEL WATSON: Right. And then
7 we -- and we see the next bullet point down then.
8 There was a discussion then about preliminary meetings
9 having been held with these five (5) potential
10 bidders?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. MICHAEL WATSON: And St. Thomas
13 Energy was one (1) of them?

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. MICHAEL WATSON: If we can go to
16 page 2, please.

17

18 (BRIEF PAUSE)

19

20 MR. MICHAEL WATSON: Just scroll down
21 to the next page. All right. And if we see the
22 fourth bullet point down, it says:

23 "It was suggested by Ms. Wingrove
24 that we do not further pursue a
25 partnership with St. Thomas Energy

1 due to the economies of scale and the
2 similar size of the -- of the
3 utility."

4 That was your suggestion?

5 MS. KIMBERLY WINGROVE: I think I must
6 have been summarizing the -- the essence of the
7 discussion that had happened at the table. Certainly,
8 I am in no way qualified to have a -- have intimate
9 knowledge of the workings of St. Thomas Energy.

10 MR. MICHAEL WATSON: All right, let's
11 break it down then. You did make this suggestion?

12 MS. KIMBERLY WINGROVE: I am not -- I
13 am not in a position to -- to question the minutes. I
14 don't recall this. I don't recall anything specific
15 about St. Thomas Energy, so I'm taking the minutes as
16 they're read.

17 MR. MICHAEL WATSON: All right, fair
18 enough. And I take it that all members -- and we've
19 heard some evidence about this, that all members of
20 the SPTT received minutes after the respe -- after the
21 meetings, right?

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. MICHAEL WATSON: And -- and, in
24 fact, it seems that there were minutes taken only of
25 two (2) meetings, of August 3rd and August 29th. Do

1 you reme -- do you remember that?

2 MS. KIMBERLY WINGROVE: I -- I don't
3 have a specific recollection of how many sets of
4 minutes I received, I'm sorry.

5 MR. MICHAEL WATSON: In -- in any
6 event, after you received them --

7 MS. KIMBERLY WINGROVE: M-hm.

8 MR. MICHAEL WATSON: -- you read them?

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. MICHAEL WATSON: And you would
11 have corrected anything that was wrong?

12 MS. KIMBERLY WINGROVE: Sure. Yes.

13 MR. MICHAEL WATSON: So, you accept
14 that?

15 MS. KIMBERLY WINGROVE: I accept that
16 that's very --

17 MR. MICHAEL WATSON: That you said it?

18 MS. KIMBERLY WINGROVE: -- likely that
19 I would have kind of summarized the conversation
20 around the table and made a point like that.

21 MR. MICHAEL WATSON: All right. And
22 then it goes on to say:

23 "It was decided that a further
24 interview would not be scheduled."

25 Do you see that?

1 MS. KIMBERLY WINGROVE: Yes, I do.

2 MR. MICHAEL WATSON: And so, that was
3 the consensus of the other members of the SPTT after
4 you had made that suggestion?

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. MICHAEL WATSON: Okay. All right.
7 And then we go down. We see, "Interview dates have" -
8 - if we can scroll just up, "Interview dates have been
9 confirmed." And we see those two (2) dates that we've
10 gone through ad nauseam of September 12th and 19th?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. MICHAEL WATSON: And so, this
13 meeting was on August 3rd. Does that mean that even
14 as early as August 3rd those dates had been confirmed
15 with those potential bidders, to your understanding
16 and recollection?

17 MS. KIMBERLY WINGROVE: Well,
18 certainly it states in the minutes that the interview
19 dates have been confirmed. I'm -- whether or not they
20 had been confirmed with -- with those utilities -- or
21 what the minutes are actually saying is this is the
22 plan for the members of the -- of the task team.

23 MR. MICHAEL WATSON: Well, right, but
24 it doesn't say anything --

25 MS. KIMBERLY WINGROVE: Yeah.

1 MR. MICHAEL WATSON: -- about it being
2 a plan. It says that they've been confirmed with
3 specific dates and specific potential bidders. And
4 that -- that suggests --

5 THE HONOURABLE FRANK MARROCCO: Mr.
6 Watson, I don't mean to interrupt, but if the witness
7 can't recall, it's -- it's an inference that one would
8 draw from the document where you have dates and times
9 that this was confirmed with the various utilities.

10 How could -- how could dates be
11 confirmed, and times, without consulting the various
12 utilities?

13 MR. MICHAEL WATSON: I'll -- I'll move
14 on, Your Honour.

15 THE HONOURABLE FRANK MARROCCO: And
16 the witness -- the witness doesn't remember.

17 MR. MICHAEL WATSON: I'll move on,
18 Your Honour.

19

20 CONTINUED BY MR. MICHAEL WATSON:

21 MR. MICHAEL WATSON: I want to ask
22 about the -- about the scoring at the November 23rd
23 and 28th meetings, specifically just on two (2)
24 points, and one (1) has to do with you. If we can
25 bring up, please, CPS6920.

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(BRIEF PAUSE)

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MR. MICHAEL WATSON: And do you recall that there were several slides here that were populated with the numbers as they were read out at the November 23rd meeting?

MS. KIMBERLY WINGROVE: Okay. Yes.

MR. MICHAEL WATSON: Did you remember that?

MS. KIMBERLY WINGROVE: Yes.

MR. MICHAEL WATSON: And you had done your scoring, and everyone else had, before coming into the meeting. And then you stated your scores, right?

MS. KIMBERLY WINGROVE: Yes.

MR. MICHAEL WATSON: Right. And we see here on the first one, which is Customer Experience, point value 10, you scored PowerStream highest and Horizon next?

MS. KIMBERLY WINGROVE: Yes.

MR. MICHAEL WATSON: 10 and 9 respectively. If we can go to the next one (1) on Provisions - Strategic and Specialized Services --

MS. KATE MCGRANN: Sorry to interject,

1 but I don't actually think that's what this slide
2 represents. There's -- there's two (2) 10s on that
3 slide.

4 MR. MICHAEL WATSON: I'm sorry?

5 MS. KATE MCGRANN: There's two (2) 10s
6 on the slide above. She gave out two (2) 10s.

7 MR. MICHAEL WATSON: Yes, indeed.

8 MS. KATE MCGRANN: Yes.

9

10 CONTINUED BY MR. MICHAEL WATSON:

11 MR. MICHAEL WATSON: PowerStream and
12 Veridian at 10 and then Horizon at 9, and Hydro One at
13 5? Yes?

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. MICHAEL WATSON: Thank you, Ms.
16 McGrann.

17

18 CONTINUED BY MR. MICHAEL WATSON:

19 MR. MICHAEL WATSON: Then the next one
20 (1) you -- you score -- for Strategic Specialized
21 Resources, you scored PowerStream highest at thirty
22 (30) and then Horizon at twenty (20) and Hydro One and
23 Veridian at ten (10) each?

24 MS. KIMBERLY WINGROVE: As noted here,
25 yes.

1 MR. MICHAEL WATSON: The next one (1)
2 -- just a couple more. Support for Employees and so
3 on, and you scored Horizon tops at nine (9), then
4 PowerStream eight (8), Veridian six (6), Hydro One at
5 four (4)?

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. MICHAEL WATSON: And the next one
8 (1) then, we get to Competitive Distribution Rate, et
9 cetera. You put Horizon at the top at ten (10).

10 MS. KIMBERLY WINGROVE: Yes.

11 MR. MICHAEL WATSON: PowerStream and
12 Veridian equal at seven (7) and then Hydro One at two
13 (2)?

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. MICHAEL WATSON: Okay. When we
16 add them all up, what I get, and I'm not asking you to
17 confirm the math right now, but on all of your scores
18 here, you scored PowerStream with a total of sixty-
19 five (65), Horizon at fifty-four (54), Veridian forty
20 (40), and Hydro One at twenty-five (25).

21 Does that sound about right to you as
22 you recall your --

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. MICHAEL WATSON: -- scoring?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. MICHAEL WATSON: So you scored
2 PowerStream highest.

3 MS. KIMBERLY WINGROVE: Based on the
4 criteria that we were all given to use in applying
5 your scores, this is how my numbers came out.

6 MR. MICHAEL WATSON: In your previous
7 evidence on April 28th, (sic) you said that you were
8 surprised somewhat at the scoring method.

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. MICHAEL WATSON: And one (1) of
11 the things that you said you were surprised at was
12 that it was suggested that what should happen is that
13 the top bidder in each category would be given the
14 full marks, whatever it was, 10, 30, as the case might
15 be. Do you remember that?

16 MS. KIMBERLY WINGROVE: Yes.

17 MR. MICHAEL WATSON: And then others
18 would be given lower marks, right?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. MICHAEL WATSON: Now, if we -- if
21 we look at your scoring -- can we go to Slide 3 here?

22

23 (BRIEF PAUSE)

24

25 MR. MICHAEL WATSON: And if we look at

1 your scoring on Support for Employees, in fact you
2 didn't do that, right?

3 MS. KIMBERLY WINGROVE: I would --
4 this -- no, I didn't do that.

5 MR. MICHAEL WATSON: Fine. And I'm
6 not drawing any -- I just want to point that out. Nor
7 did Mr. Muncaster, right, the Chair of Collus Power?
8 He didn't do it either?

9 MS. KIMBERLY WINGROVE: That's -- by
10 what I'm seeing here. That's correct.

11 MR. MICHAEL WATSON: And neither did
12 Sandra Cooper. You see that?

13 MS. KIMBERLY WINGROVE: Yes.

14 MR. MICHAEL WATSON: And neither did
15 Mr. Herhalt.

16 MS. KIMBERLY WINGROVE: I don't see
17 him --

18 MR. MICHAEL WATSON: Second from the
19 bottom.

20 MS. KIMBERLY WINGROVE: Oh yes, there
21 he is.

22 MR. MICHAEL WATSON: All right. And -
23 - and if we go to the other slides, and I'm not going
24 to take the time here --

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. MICHAEL WATSON: -- we see that
2 Mr. Garbutt didn't as well. And so the majority -- do
3 you recall the majority in fact didn't follow this,
4 what was -- supposedly this -- this direction?

5 Do you recall that?

6 MS. KIMBERLY WINGROVE: Yeah. Yeah, I
7 -- was this -- I -- I have questions, but clearly what
8 you have here is --

9 MR. MICHAEL WATSON: All right. The
10 last thing then, and I'll -- I'll just leave that.
11 The last thing then, could I bring up -- could we have
12 Foundation Document, paragraph 390, please?

13

14 (BRIEF PAUSE)

15

16 MR. MICHAEL WATSON: And -- and this -
17 - all right. So this -- I just want to situate
18 ourselves. Strategic partnership task t4eam met on
19 this -- on November 23rd, et cetera. All right. So
20 we -- we have that one.

21 And then if we go down, please, to 391.

22 All right. And then Mr. Herhalt created notes from
23 the meeting. I want to skip right past that. And
24 those, by the way, are hand -- were handwritten notes.
25 This is a transcription, so he made handwritten notes.

1 Down to 392. This is where I want to -- I want to ask
2 you about.

3

4

(BRIEF PAUSE)

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6

MR. MICHAEL WATSON: 392, it says:

7

"Kim Wingrove also retained her notes

8

from this meeting, the content of

9

which are reproduced below."

10

And we see that. And I'd like to ask,

11

please, to bring up the actual document of these

12

notes, CJI9668, and this -- these are the notes that

13

are referred to in the -- in the citation. I take it

14

that you recognize this?

15

MS. KIMBERLY WINGROVE: Yes.

16

MR. MICHAEL WATSON: All right. Now,

17

Mr. Herhalt did handwritten notes of his notes during

18

the meeting, and we have both his handwritten notes

19

and the transcription. The only thing we have for you

20

here is typed. So, and -- and to be fair, do you see

21

that there are -- just scrolling down, we see Payment

22

for Shares, Support for Employees, Customer

23

Experience, et cetera. We see all of that.

24

And if we go right to the very bottom -

25

- right. And -- and -- and do we see there various --

1 various numbers. And actually if we can go -- I think
2 you have to scroll to the left, either that or make it
3 a hundred percent or full screen, because I think
4 there are numbers to the left. Can we go full screen?

5

6 (BRIEF PAUSE)

7

8 MR. MICHAEL WATSON: Well, in any
9 event, you see that there are some that -- that there
10 were numbers there?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. MICHAEL WATSON: And that's what I
13 was curious about, because -- great. If we can go all
14 the way down.

15 All right, you see the numbers, 13.6
16 and 7.3 and 5.5 and all of that?

17 MS. KIMBERLY WINGROVE: Yes.

18 MR. MICHAEL WATSON: Those are numbers
19 from the financial portions of the bid, right?

20 MS. KIMBERLY WINGROVE: right.

21 MR. MICHAEL WATSON: And they were not
22 opened, as we understand it, until after the November
23 23rd meeting.

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. MICHAEL WATSON: And weren't in

1 fact discussed until the November 28th meeting?

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. MICHAEL WATSON: All right. Does
4 this suggest therefore that in fact these notes were,
5 first of all because they're typed and not
6 handwritten, that this was done by you sometime after
7 both of those meetings?

8 MS. KIMBERLY WINGROVE: Certainly the
9 -- what -- the product that you have in front of you
10 now happened at the end. These are -- these were my
11 working notes and I would have -- I -- I would -- I
12 would keep no -- keep notes with the -- with -- so
13 that -- it's -- I'm -- I'm not remembering clearly. I
14 -- at one (1) point they needed to provide all of this
15 information back to the team. Whether -- whether I
16 added the -- the financial considerations to my notes
17 so that I had it all together in one (1) place, but
18 that -- that this was work that was done on -- on more
19 than one (1) occasion seems to be the logical way of -
20 - of evaluating this.

21 MR. GEORGE MARRON: All right. I take
22 it that these -- that you did not make these notes --
23 type them on a computer during the meetings?

24 MS. KIMBERLY WINGROVE: No.

25 MR. GEORGE MARRON: All right. And so

1 therefore you probably did that at home or in your
2 office on occasions other than the meetings?

3 MS. KIMBERLY WINGROVE: That's right.

4 MR. GEORGE MARRON: And maybe -- I'm
5 sorry. Maybe you put the first part dealing with the
6 non-financial and saved that as a document in respect
7 of the November 23rd meeting?

8 MS. KIMBERLY WINGROVE: And then added
9 to it at a later time as I had more information. I --
10 I'm sorry that I don't have a clear and distinct
11 memory of exactly how this proceeded.

12 MR. MICHAEL WATSON: All right.
13 Please don't apologize. I just want to find out what
14 seemed the most logical.

15 Your Honour, those are my questions.

16 THE HONOURABLE FRANK MARROCCO: Thank
17 you, Mr. Watson. Mr. Fryer...?

18 MR. TIM FRYER: I have no questions,
19 Your Honour.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you. Mr. Bonwick...?

22 MR. PAUL BONWICK: Your Honour, do you
23 mind if I sit here?

24 THE HONOURABLE FRANK MARROCCO: No,
25 not at all.

1 MR. PAUL BONWICK: I have some things
2 to reference here.

3

4 CROSS-EXAMINATION BY MR. PAUL BONWICK:

5 MR. PAUL BONWICK: Good after -- good
6 afternoon, Ms. Wingrove. Paul Bonwick, participant in
7 the Inquiry. I'm representing myself.

8 Before I get started on some of the
9 cross-examination, I just -- I want to get a sense for
10 both the -- the Judge and certainly for myself, at any
11 time in any of our dealings, was I ever disrespectful
12 or conduct myself in some unprofessional way or -- in
13 any manner of speaking, whether it be through emails
14 or -- or our personal interactions?

15 MS. KIMBERLY WINGROVE: No, you did
16 not.

17 MR. PAUL BONWICK: At no time?

18 MS. KIMBERLY WINGROVE: You and I had
19 very limited interactions over my time at Collingwood,
20 and those limited interactions were polite.

21 MR. PAUL BONWICK: Thank you. I want
22 to take a step back in time and -- because there's
23 been a lot of discussion about the campaign that led
24 to Mayor Cooper becoming mayor. You were hired prior
25 to her taking on the position of Mayor, if I'm not

1 mistaken.

2 Was it under the former leadership of
3 Mayor Carrier when you took the position of CAO with
4 the Town of Collingwood?

5 MS. KIMBERLY WINGROVE: Correct.

6 MR. PAUL BONWICK: Who was the CA --
7 sorry, who was the deputy mayor at that time?

8 MS. KIMBERLY WINGROVE: Mayor Cooper,
9 or Sandra Cooper, sorry.

10 MR. PAUL BONWICK: Thank you.

11 And would it be fair to state that the
12 -- if I can use the term working relationship between
13 Mayor Cooper -- sorry, Deputy Mayor Cooper and Mayor
14 Carrier was not stellar?

15 MS. KIMBERLY WINGROVE: That's
16 correct.

17 MR. PAUL BONWICK: Would it be fair to
18 say that they had very different views in terms of how
19 the particular direction of the Municipality should be
20 moving forward in?

21 MS. KIMBERLY WINGROVE: I think my
22 observation was that the -- the communication between
23 the two (2) parties was not -- was not good.

24 They didn't -- I -- in my observation
25 they didn't share a common point of view and they

1 weren't able to talk things through.

2 MR. PAUL BONWICK: Right. And I think
3 that reinforces what I've just said, is they had very
4 different views in terms of how things should operate.

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. PAUL BONWICK: And so you've -- in
7 your previous testimony you stated, reasonably clearly
8 in my mind anyways, that as part of your
9 responsibilities as the CAO, you followed that
10 election, you kind of identified the major themes that
11 were contained in there, and that would make sense,
12 because at the end of the day the CAO is going to have
13 to carry out the policies of whoever is elected.

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. PAUL BONWICK: And so you rightly
16 identified again that -- and I'll use a more general
17 term, the finances were a major consideration in that
18 election, correct?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. PAUL BONWICK: You've also stated
21 that there was a substantial turnover in terms of
22 sitting councillors versus new councillors based or
23 predicated on that finance theme, in large part.

24 MS. KIMBERLY WINGROVE: I don't know
25 if I can make that attribution, but certainly there

1 was a significant turnover in Council.

2 MR. PAUL BONWICK: And you would know
3 these numbers better than I, but as I reflect back to
4 the term under Mayor Carrier, part of the concern over
5 finances was the disbursement of funds specifically to
6 lawyers and accountants. And if I recall, looking
7 through some of the documentation, it was as high as
8 three-quarters of a million dollars in any given year
9 for lawyers and consultants. Is that correct?

10 MS. KIMBERLY WINGROVE: I think it's
11 probably not terribly useful to look at expenditures
12 at a single point in time, but rather over a -- what -
13 - what the trends are. The Municipality could be
14 dealing with a specific planning matter, an OMB
15 hearing, something like that, that can become very
16 expensive in a very short period of time through, you
17 know, no -- no particular intent on anyone's behalf.

18 MR. PAUL BONWICK: And thank you very
19 much for that, because that would take me to my next
20 question. And in fact, it wasn't simply the last year
21 where there was this \$750,000 spent on lawyers, but in
22 fact in the previous years there had been hundreds of
23 thousands of dollars spent on lawyers and there was
24 any multitude of different issues that were on the
25 table at that point in time, OMB challenges, other

1 like-minded court challenges --

2 MS. KIMBERLEY WINGROVE: Yes.

3 MR. PAUL BONWICK: -- that a

4 Municipality could find itself in?

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. PAUL BONWICK: And so then during

7 that election cycle, several councils -- councillors

8 ran with concern over the finances in terms of how

9 those funds were being spent?

10 MS. KIMBERLY WINGROVE: Yes.

11 MR. PAUL BONWICK: Thank you.

12 I want to fast forward and so of course

13 there was an election, there was three people that put

14 their name in the -- in for candidates.

15 MS. KIMBERLY WINGROVE: Yes. As

16 mayor.

17 MR. PAUL BONWICK: As mayor, mayoral

18 candidates, thank you for that.

19 And so you know then, as the CAO, that

20 Mayor Cooper actually received more votes than the

21 other two (2) combined during that election.

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. PAUL BONWICK: You should also

24 know that through previous testimony I think I was

25 counting seven, but approximately thereabouts through

1 this hearing, that people have spoke very positively
2 about the reputation and the conduct of Mayor Cooper,
3 the confidence that people held for her in the
4 community was evident by, I guess, seven times she ran
5 for election was elected every time.

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. PAUL BONWICK: So moving forward,
8 when she became Mayor, one (1) of the emails, and you
9 were -- I took it you were somewhat critical of, was
10 when you reached out to her and suggested that you
11 would like to propose hiring a consultant to lead a
12 strategic planning session so that you could get
13 Council on board heading in a certain direction,
14 whatever that direction might be.

15 Did I understand that correctly?

16 MS. KIMBERLY WINGROVE: The purpose of
17 having a strategic planning session is as much for the
18 benefit of the Council as it is for the staff, but
19 every -- the idea is that everybody comes together,
20 they have a solid discussion and identify the
21 priorities that, as a group, they mutually want to
22 support and move forward with.

23 MR. PAUL BONWICK: And -- and I would
24 agree with you that that's exactly what a strategic
25 planning session should do. That -- that wasn't my

1 question.

2 You had brought forward a suggestion
3 that you would hire an outside consultant to
4 coordinate and lead a strategic planning session and
5 Mayor Cooper responded to you and there seemed to be
6 some discussion back and forth about it as it related
7 to no, I don't think we're going to hire an outside
8 planning consultant to lead the planning -- the
9 strategic planning session and I believe she wished
10 you a great -- great wishes for a good weekend or
11 something to that effect.

12 Do you recall that email?

13 MS. KATE MCGRANN: If I may, I don't
14 think that that's an accurate description of the
15 email. Perhaps we can turn it up.

16 MR. PAUL BONWICK: Perhaps we can
17 bring the email up.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: We're all looking
22 for it, just hang on for a second.

23

24 (BRIEF PAUSE)

25

1 MR. RYAN BREEDON: I should say I'm a
2 little surprised our Court Operator hasn't memorized
3 all the numbers by now.

4 MR. PAUL BONWICK: In fairness, it's
5 Friday afternoon of a long weekend, so --

6 THE HONOURABLE FRANK MARROCCO: Not
7 quite. Well, why don't we take five (5) minutes.

8 MR. PAUL BONWICK: While that's coming
9 up, Your Honour, would you like me to continue?

10 THE HONOURABLE FRANK MARROCCO: I was
11 thinking we could either take five or you could go on
12 to something else.

13 MR. PAUL BONWICK: It's your --

14 THE HONOURABLE FRANK MARROCCO: Go
15 ahead, go on to something else.

16

17

18 CONTINUED BY MR. PAUL BONWICK:

19 MR. PAUL BONWICK: We'll get back to
20 the content of the email, but I'm questioning why you
21 would be surprised where you've confirmed that the
22 last election was in large predicated on finance, that
23 there was concern by those that were running and then
24 elected, that there was hundreds of thousands of
25 dollars every year being spent during that term of

1 office in terms of lawyers and consulting fees for any
2 number of different reasons.

3 I'm curious why you would be surprised
4 that the Mayor would not be supportive of your idea of
5 hiring a consultant to run a strategic planning
6 session, and surely you would be aware, I assume, that
7 municipal councils or municipalities all across Canada
8 participate in these strategic planning sessions and
9 in many cases their CAOs or their directors of
10 strategic planning, depending on the size of the
11 municipality run these types of initiatives.

12 MS. KIMBERLY WINGROVE: Well, in the
13 case of -- of Collingwood at that time, I think as I
14 indicated in my earlier testimony, we were short-
15 staffed. This Council had -- was not entirely united,
16 similar to the previous Council. It was a new term of
17 Council. It's very -- we don't have a strategic
18 planning person, we didn't have anyone like that.

19 Given some of the -- the tensions and -
20 - and discussions and differences of opinion that had
21 occurred, it would not have been my advice that any
22 one (1) of the staff, including myself, be the best
23 person to try and facilitate a conversation.

24 And as I mentioned, Ms. Kearns was to
25 be facilitating that conversation so that the

1 discussion happened in a fair, open, and agreeable way
2 that there was no -- there could be no sense that
3 whoever was at the front of the room had a vested
4 interest in one (1) priority or one (1) direction over
5 another.

6 So there was no intent to bring a
7 consultant in and -- and spend an exorbitant amount
8 of money that Ms. Kearns was to be retained to
9 facilitate a meeting. We weren't talking about a very
10 significant amount of money to do this.

11 MR. PAUL BONWICK: Respectfully, I
12 certainly wouldn't view the person that's helping
13 facilitate lead the discussion by their priorities
14 having participated in many dozens of strategic
15 planning.

16 Could you bring up T0C0050223?

17

18 (BRIEF PAUSE)

19

20 MR. PAUL BONWICK: Go down a little
21 bit. And get a chance to read that:

22 "Good morning, members of Council.

23 I've asked for the CAO, Ms.

24 Wingrove, to put together a

25 strategic session on hold. All of

1 Council will be included in the next
2 steps moving forward."

3 Is there something down lower than
4 that? There was an email, and I apologize for not
5 having the number. I was looking for it, here. There
6 was an email where the Mayor Coop -- where Mayor
7 Cooper sent an email to Ms. Wingrove, rejecting the
8 concept of hiring a consultant, but wishing her a -- a
9 good weekend. But I'll have to try to find that out
10 another time.

11 It's not as important as the general
12 discussion that we've just had. So moving forward,
13 new Council, largely populated by new Councillors.
14 Clearly, a controversial election, and a very
15 challenging election.

16 Post that election, did you maintain
17 and -- I know you're on the stand, here -- did you
18 maintain a reasonable level of engagement with the
19 former mayor, Mayor Carrier? Would he pop by your
20 office from time to time to have a discussion, or?

21 MS. KIMBERLY WINGROVE: I think Chris
22 Carrier -- it's -- that's his personality, I think,
23 and -- and he would --

24 MR. PAUL BONWICK: That'd be "yes" or
25 "no"? Sorry. I just --

1 MS. KIMBERLY WINGROVE: Yes. Yes.

2 MR. PAUL BONWICK: Okay. Thank you.

3 Did you maint --

4 THE HONOURABLE FRANK MARROCCO: Maybe
5 just -- just so we're clear, I know -- I know that
6 sometimes, people try to do that in questions, but the
7 witness cannot be restricted to a yes or no. The
8 witness can answer.

9 If the witness strays off into other
10 areas, I'll try to bring the witness back, but --

11 MR. PAUL BONWICK: My apologies, Your
12 Honour.

13 THE HONOURABLE FRANK MARROCCO: -- you
14 can't -- you can't -- no, no, I --

15 MR. PAUL BONWICK: I thought it was a
16 yes or no question.

17 THE HONOURABLE FRANK MARROCCO: --
18 don't think that you intended anything by it. I'm
19 just saying the -- the witness can answer the question
20 beyond a one (1) word answer.

21 MR. PAUL BONWICK: Thank you.

22 MS. KIMBERLY WINGROVE: Okay. If --

23 THE HONOURABLE FRANK MARROCCO: But --
24 but I think I have your answer here.

25 MS. KIMBERLY WINGROVE: Yeah. If I

1 may, I'm very conscious of the fact that I, you know,
2 I have a reporting relationship, and a duty to support
3 the -- the Council that -- that employs me. Mr.
4 Carrier is -- I think it's just his personality, and
5 he would -- he would talk to any of the staff, or
6 people on the street. I -- I don't -- I don't want
7 there to be any sort of a sense that --

8 THE HONOURABLE FRANK MARROCCO: I
9 think from Mr. --

10 MS. KIMBERLY WINGROVE: -- we were
11 going behind anyone's back, or anything like that.

12 THE HONOURABLE FRANK MARROCCO: I
13 think from Mr. Bonwick's perception, though, it -- it
14 purp -- in terms of his question, the -- the former
15 mayor did drop by from time to time? The -- you --
16 and that's -- you're offering the reason why?

17 MR. PAUL BONWICK: Right.

18 MS. KIMBERLY WINGROVE: And I think
19 that those -- come -- like, coming into Town Hall
20 would be a very infrequent circumstance.

21 THE HONOURABLE FRANK MARROCCO: Carry
22 on, Mr. Bonwick.

23

24 CONTINUED BY MR. PAUL BONWICK:

25 MR. PAUL BONWICK: Thank you. During

1 that time post election, would you recognize that
2 there was a fairly extensive social media campaign
3 that was launched that was highly critical of the new
4 Council?

5 Do you recall that?

6 MS. KIMBERLY WINGROVE: Not
7 specifically.

8 MR. PAUL BONWICK: Okay. So in your
9 earlier testimony, you stated -- and I'll use my
10 words, and if I misspeak, please correct me. You
11 stated that you were -- you were disappointed and
12 frustrated that you didn't appear, or that, in
13 fairness, there wasn't an ability for all parties
14 related to Council and yourself to -- to really come
15 together? You -- you felt like there was a disconnect
16 there, and --

17 MS. KIMBERLY WINGROVE: Yes.

18 MR. PAUL BONWICK: -- just that for
19 whatever reasons -- or for any number of different
20 reasons, that it just -- it didn't seem to mesh in a
21 way that you would like it to.

22 Is that a fair statement?

23 MS. KIMBERLY WINGROVE: That's
24 correct.

25 MR. PAUL BONWICK: And so

1 understanding that at the end of the day, Council --
2 you serve at the pleasure of Council --

3 MS. KIMBERLY WINGROVE: Yes.

4 MR. PAUL BONWICK: -- if Council has
5 lost confidence in your ability to do your job because
6 of that disconnect, and I'm not pointing fingers in
7 either direction.

8 I'm just saying you serve at the
9 pleasure of Council, and if Council has lost
10 confidence in your ability to do your job, then does
11 it not make sense that the natural progression would
12 be moving on, and Council deciding that it's time for
13 you to move on, and bring somebody else in?

14 MS. KIMBERLY WINGROVE: I -- I think
15 that's entirely true. I think the thing that is most
16 disappointing in all of this, however, is that Council
17 did not demonstrate any confidence in me to begin
18 with. So the fact that there were many things that
19 happened, and many discussions that took place that I
20 was not party to, or apprised of is where the problem
21 came.

22 MR. PAUL BONWICK: And I'm not
23 questioning that for one (1) moment. Please know
24 that. I've seen in the political dynamic, as I'm sure
25 you have, that elected officials make decisions, if

1 you would agree. New ones come in and old ones go
2 out, and sometimes there is people significantly
3 impacted as a result of the decisions and the
4 confidence that they have based on becoming a new
5 administration.

6 Would that be -- whether it's
7 municipal, provincial, or federal, for that matter?

8 MS. KIMBERLY WINGROVE: I'm not sure.
9 What -- what is your question? Say --

10 MR. PAUL BONWICK: I was simply share
11 -- reflecting and supporting the concept that you
12 brought forward. I'm not sure if you were here when
13 Ms. Hogg was providing testimony, but in your earlier
14 testimony you stated that you did not feel you had a
15 good, respectful relationship with Mr. Houghton, that
16 he was constantly cancelling or not showing up for
17 meetings, if I recall you stating that?

18 MS. KIMBERLY WINGROVE: Correct.

19 MR. PAUL BONWICK: Yet we've heard
20 from several witnesses that work close with Mr.
21 Houghton over a period of many years, both Board
22 members, staff, and elected officials that speak to
23 his high degree of punctuality or -- or of commitment
24 to his job, tireless work ethic, respectful, well
25 regarded.

1 MS. KIMBERLY WINGROVE: M-hm.

2 MR. PAUL BONWICK: And, in fact, Ms.
3 Hogg, his executive assistant, could not recall any
4 instances, and I've searched, nor could I, in emails,
5 where he was cancelling meetings with you on a regular
6 basis or not showing up.

7 And so, with that background, would you
8 like to possibly reconsider your position as it
9 related to supposedly his cancelling meetings on you
10 on a regular basis?

11 MS. KIMBERLY WINGROVE: I would not.

12 MR. PAUL BONWICK: Okay.

13 MS. KIMBERLY WINGROVE: There's no
14 question that Mr. Houghton had a lot on his plate and
15 he was very busy. He -- there were a number of
16 occasions where meetings were either very difficult to
17 schedule or he was not -- he was called away for
18 whatever reason and not able to have time to meet with
19 me.

20 MR. PAUL BONWICK: Okay. That's a
21 little bit different than how I understood it the last
22 time. You referred to him not showing up for meetings
23 and cancelling meetings --

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. PAUL BONWICK: -- through email.

1 And --

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. PAUL BONWICK: -- we couldn't find
4 anything that demonstrated that. And, again, just so
5 you're aware, Ms. -- Ms. Hogg, as EA, could not recall
6 doing that, but I'll move on.

7

8 (BRIEF PAUSE)

9

10 MR. PAUL BONWICK: Are you familiar
11 with the Ontario Lobby Registry and the Ontario Lobby
12 Registration Act?

13 MS. KIMBERLY WINGROVE: Not
14 intimately, but, yes, I am familiar that it exists.

15 MR. PAUL BONWICK: As a former senior
16 government offic -- official within the Provincial
17 Government, I would assume you've had some knowledge
18 of --

19 MS. KIMBERLY WINGROVE: Of registered
20 lobbyists, yes.

21 MR. PAUL BONWICK: -- of the
22 registered lobbyists. Are you aware of the fact that
23 there's over nine thousand (9,000) of them in Canada--

24 MS. KIMBERLY WINGROVE: I wasn't --

25 MR. PAUL BONWICK: -- registered

1 lobbyists?

2 MS. KIMBERLY WINGROVE: It doesn't
3 surprise me.

4 MR. PAUL BONWICK: Right. And so,
5 what I'd like to do is address what I perceive to be
6 some of your contradictory comments related to our
7 meeting. And I -- I appreciate that it was eight (8)
8 years ago. And I don't necessarily want you to
9 revisit an unpleasant time, but do you recall we
10 actually had scheduled one (1) meeting and, at which
11 time, I sat in the reception?

12 I have no idea why, but you came out
13 about twenty (20) or thirty (30) minutes after our
14 appointment and you kind of walked by and you were
15 quite upset and said, We're going to have to
16 reschedule, I've got something else. And then,
17 subsequently, we rescheduled. And that's when you and
18 I had the meeting?

19 MS. KIMBERLY WINGROVE: I'm sorry, I
20 don't recall that.

21 MR. PAUL BONWICK: Okay. I'll fast-
22 forward to when the actual meeting took place. And I
23 would agree with you that it was very short.

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. PAUL BONWICK: I came in. We sat

1 at your boardroom, correct?

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. PAUL BONWICK: Got the niceties of
4 the day out of the way?

5 MS. KIMBERLY WINGROVE: M-hm.

6 MR. PAUL BONWICK: I started to
7 explain my role with PowerStream. And will you recall
8 that, as we were just starting to get into some
9 discussion or me sort of advancing my case, that you
10 had to excuse yourself and go over to your desk? You
11 took a personal phone call?

12 MS. KIMBERLY WINGROVE: I don't recall
13 that, sorry.

14 MR. PAUL BONWICK: Maybe I can give
15 you a little bit more information that might help you
16 recall. You spoke for some period of time, four (4)
17 or five (5) minutes, while I was sitting at your board
18 table. You became very upset on the phone and left
19 and said, We're going to have to reschedule again, and
20 let the office with me sitting there?

21 MS. KIMBERLY WINGROVE: I have no
22 recollection of that, I'm sorry.

23 MR. PAUL BONWICK: Okay. Going back
24 to the lobby registration, you've stated in your
25 comments -- and if you could bring up the transcripts.

1 I think it's 141. This is -- this line of questioning
2 is really centred around me trying to provide or those
3 that I'm working with trying to provide adequate
4 notice in terms of -- or disclosure and being
5 transparent in terms of what I'm doing.

6 While that's --

7 THE HONOURABLE FRANK MARROCCO: We
8 need -- what's the transcript, Mr. Bonwick?

9 MR. PAUL BONWICK: Transcript -- I
10 wrote down 141 when I was looking at it. Does that
11 help at all or no?

12 COURT OPERATOR: What -- what day?

13 MR. PAUL BONWICK: Oh, it was during -
14 - let me see if I have it here.

15 MR. MICHAEL WATSON: It's probably
16 April 18th because that was the main day for evidence,
17 I believe.

18 MR. PAUL BONWICK: I've got it here.

19

20 (BRIEF PAUSE)

21

22 MR. PAUL BONWICK: All right. Thank
23 you. Okay, I see where we're...

24

25 (BRIEF PAUSE)

1 CONTINUED BY MR. PAUL BONWICK:

2 MR. PAUL BONWICK: So, in -- I'll go
3 to these in just a moment. You acknowledged that you
4 participated in meeting with Mr. Bentz, President and
5 CEO of PowerStream at the time --

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. PAUL BONWICK: -- second largest
8 LDC in the Province of Ontario?

9 MS. KIMBERLY WINGROVE: Okay. Yes.

10 MR. PAUL BONWICK: I'm assuming you
11 knew that because you've obviously went through a sele
12 -- or the -- the selection process. You had Mayor
13 Lehman, the mayor of Barrie?

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. PAUL BONWICK: You had Chairman
16 Dean Muncaster, the Chair of the utility?

17 MS. KIMBERLY WINGROVE: That's the one
18 (1) I have difficulty recalling whether Mr. Muncaster
19 was present.

20 MR. PAUL BONWICK: And in -- in
21 fairness, I think --

22 MS. KIMBERLY WINGROVE: Yeah.

23 MR. PAUL BONWICK: -- his evidence
24 showed that he was there, but it's -- it's not
25 relevant to my point -- or it is somewhat, I guess.

1 You had the mayor --

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. PAUL BONWICK: -- the depute mayor

4 --

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. PAUL BONWICK: -- in attendance?

7 Would you typically refer to those kinds of meetings,

8 where you've got senior executives from the largest

9 LDC, the city of Barrie mayor, as dog and pony shows?

10 MS. KIMBERLY WINGROVE: They were

11 there to speak to what it -- what it was that

12 PowerStream delivered as far as both utility services.

13 But, also, I recall them speaking about the -- the,

14 you know, good community partners that they were and

15 the kind of activities that they were involved in to

16 support their community that were, you know, outside

17 of the street service delivery --

18 MR. PAUL BONWICK: Well --

19 MS. KIMBERLY WINGROVE: -- utility

20 serviced deliver.

21 MR. PAUL BONWICK: -- would you agree

22 that it is not likely that the mayor of the city of

23 Barrie, the chair of PowerStream, the President and

24 CEO of PowerStream, and Mr. Muncaster don't travel

25 around the province, using your language, for dog and

1 pony shows, but rather to demonstrate a particular
2 case and bring disclosure and information to relevant
3 parties?

4 OBJ MS. KATE MCGRANN: I must object. I
5 think to be fair to this witness, she's said a number
6 of times that she doesn't remember whether or not Mr.
7 Muncaster was at that meeting.

8 MR. PAUL BONWICK: In fairness, I
9 don't think it's relevant to Mr. Mun --

10 THE HONOURABLE FRANK MARROCCO:
11 Forgetting Mr. -- forgetting Mr. Muncaster, put the
12 question --

13 MR. PAUL BONWICK: Let's leave Mr.
14 Muncaster out of it. I -- I didn't know he left --
15 had him in that one.

16

17 CONTINUED BY MR. PAUL BONWICK:

18 MR. PAUL BONWICK: The mayor of the
19 city of Barrie, chairman of PowerStream, the President
20 and CEO of PowerStream, would you assume that those
21 high level executives and politicians are travelling
22 around the municipality in a so-called dog and pony
23 show as opposed to providing professional courtesy and
24 information that might be very relevant to
25 stakeholders?

1 MS. KIMBERLY WINGROVE: They were
2 there to talk about their business and what it could
3 offer. We were not -- we didn't go through a detailed
4 financial analysis or get into any, you know,
5 significant details about the business and how -- you
6 know, we weren't comparing them with another or
7 anything. It was just an opportunity for them to
8 introduce themselves and talk about the work that --
9 that they did.

10 MR. PAUL BONWICK: Your Honour, I'm
11 just going down to...

12 THE HONOURABLE FRANK MARROCCO: Well,
13 the -- the transcript that's on the screen is April
14 18th, page 14. Is -- is that what you --

15 MR. PAUL BONWICK: And so, I'm going
16 to 1217. Does that help at all? Am I doing something
17 wrong here? I may be. It starts off with a
18 question -- sorry -- it starts off with a question
19 from Ms. McGrann on line 16.

20 THE HONOURABLE FRANK MARROCCO: "Did
21 Mr. Bonwick disclose..." Is that it?

22 MR. PAUL BONWICK: Yeah. Yeah.
23 Thank you very much.

24

25 CONTINUED BY MR. PAUL BONWICK:

1 MR. PAUL BONWICK: So in your first
2 response, Ms. McGrann asked you:

3 "Did Mr. Bonwick disclose that he
4 would be doing the kinds of things
5 and activities that are set in the
6 first two (2) bullets here to you at
7 any point in June?"

8 You said: "No, he did not." But yet
9 in later testimony, you said that there was discussion
10 around amalgamation and that I would be doing work --
11 and I am using your language -- government relations
12 work for PowerStream.

13 Is it reasonable -- or perhaps you
14 could provide your definition of what "government
15 relations" is because I've got it up on a site here
16 from the Province of Ontario I could read to you if
17 you'd like, but what is your definition of "government
18 relations"?

19 MS. KIMBERLY WINGROVE: My
20 understanding of the work that Compensio did was -- no?

21 THE HONOURABLE FRANK MARROCCO: Don't
22 do the -- just answer the question. And whether
23 somebody agrees with you or not, it doesn't matter.
24 Just go ahead and answer the question.

25 MS. KIMBERLY WINGROVE: Okay. It was

1 my understanding that the work that Compenso would be
2 doing for PowerStream was communications work to help
3 them to craft their messages, to help them to get
4 their -- the opportunity, their -- the benefits that
5 they would offer to the community out into the public.

6 You would be providing someone who had
7 been part of Collingwood for a very long time. You
8 would be able to help them to put forward their
9 message to tell their story in a way that would
10 resonate with the community. That was my assumption.

11

12 CONTINUED BY MR. PAUL BONWICK:

13 MR. PAUL BONWICK: Thank you. But in
14 your previous testimony, you said it was "government
15 relations" as well, and that's why I was asking for
16 your definition of that. But thank you for that
17 answer.

18 I'll close out with this. Would you
19 agree that this whole experience -- and I'm not
20 referring to the judicial Inquiry -- but rather your
21 last year with the Town of Collingwood was an --
22 rather an unpleasant chapter in your life and that you
23 were happy to move on at that point in time to other
24 opportunities that were less stressful?

25 MS. KIMBERLY WINGROVE: I wasn't happy

1 to move on. I -- there was an awful lot of really
2 good work that happened here. There are some really
3 wonderful staff at the Town of Collingwood, and I felt
4 that there were a lot of positives. I didn't -- I
5 wanted this to be successful, and I was disappointed
6 that that wasn't able to happen.

7 MR. PAUL BONWICK: And I think that's
8 an absolutely fair emotion to have -- the
9 disappointment -- based on how it actually unfolded.

10 And again, I am not pointing fingers
11 but rather stating that -- not the most pleasant
12 experience at the end of the day and so clearly a
13 darker chapter in some -- better to move on once the
14 decision was made by Council and not you. And I
15 understand that was their decision and not yours.

16 MS. KIMBERLY WINGROVE: Correct.

17 MR. PAUL BONWICK: That ends my
18 questioning. Thank you.

19 THE HONOURABLE FRANK MARROCCO:
20 Mr. Chenoweth, you want to recall -- first of all,
21 wait -- I guess I'm getting ahead of myself.
22 Re-examination?

23 MS. KATE MCGRANN: I think it's fair
24 to hear from the Town.

25 MR. RYAN BREEDON: Actually, it's

1 still me. This is a Town witness, so I -- I go last.

2 THE HONOURABLE FRANK MARROCCO: So you
3 went last -- you were going to go last?

4 MR. RYAN BREEDON: I'm going to go
5 last.

6 THE HONOURABLE FRANK MARROCCO: Go
7 ahead, Mr. Breedon. Well, you know what? I'm going
8 to take five (5) minutes --

9 MR. RYAN BREEDON: Sure.

10 THE HONOURABLE FRANK MARROCCO: -- and
11 then we'll continue.

12

13 --- Upon recessing at 5:09 p.m.

14 --- Upon resuming at 5:17 p.m.

15

16 THE HONOURABLE FRANK MARROCCO: Go
17 ahead, Mr. Breedon.

18 MR. RYAN BREEDON: Thank you, Your
19 Honour.

20 MR. PAUL BONWICK: Excuse me. Your
21 Honour, I want to extend my apologies. I had a 5:30.
22 I had no idea we were running this late.

23 I'm not getting a lot of sympathy out
24 of anybody, but --

25 THE HONOURABLE FRANK MARROCCO: No. I

1 -- I appreciate that it's late, and it's a long
2 weekend. But really, in order to keep the Inquiry on
3 track, I really do intend to finish these two (2)
4 witnesses tonight, so.

5 MR. PAUL BONWICK: I understand
6 entirely. Sorry. My point was, if you're okay with
7 it, I would excuse myself and follow up with the
8 transcripts over the weekend in terms of what's said,
9 seeing as I'm done with the witnesses.

10 THE HONOURABLE FRANK MARROCCO: That's
11 fine. And if something arises out of the transcripts,
12 you can let us know next week.

13 MR. PAUL BONWICK: Thank you very
14 much. Everybody have a great long weekend.

15

16 CROSS-EXAMINATION BY MR. RYAN BREEDON:

17 MR. RYAN BREEDON: Just a couple of
18 questions about the meetings of the Strategic Task
19 Team. You understood that those meetings were
20 confidential?

21 MS. KIMBERLY WINGROVE: Yes.

22 MR. RYAN BREEDON: And you understood
23 that the presentations which the bidders provided were
24 confidential?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. RYAN BREEDON: You understood that
2 the deliberations of the Strategic Task Team were
3 confidential?

4 MS. KIMBERLY WINGROVE: Yes.

5 MR. RYAN BREEDON: And you did not
6 disclose any of this information to PowerStream?

7 MS. KIMBERLY WINGROVE: Absolutely
8 not.

9 MR. RYAN BREEDON: You did not
10 disclose any of this information to Mr. Bonwick?

11 MS. KIMBERLY WINGROVE: No, I did not.

12 MR. RYAN BREEDON: And you did not
13 disclose any of this information to any other third
14 parties?

15 MS. KIMBERLY WINGROVE: No one.

16 MR. RYAN BREEDON: Thank you. I want
17 to talk about Mr. Houghton for a moment. I'm going to
18 move quickly, because --

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. RYAN BREEDON: -- I'm cognizant of
21 the time.

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. RYAN BREEDON: You're aware that
24 prior to this --

25 THE HONOURABLE FRANK MARROCCO: Mr. --

1 Mr. Breedon, I'm may -- we may be in a rush, but take
2 your -- I'm sure you will, but do what you have to do.

3 MR. RYAN BREEDON: I will -- I will,
4 Your Honour. Thank you.

5

6 CONTINUED BY MR. RYAN BREEDON:

7 MR. RYAN BREEDON: You're aware that
8 prior to the first meet -- the first meeting of the
9 STT, that Mr. Houghton had met with PowerStream on
10 several occasions?

11 MS. KIMBERLY WINGROVE: No, I was not
12 aware of that.

13 MR. RYAN BREEDON: You're aware now --

14 MS. KIMBERLY WINGROVE: Yes, I am.

15 MR. RYAN BREEDON: -- from having read
16 the --

17 MS. KIMBERLY WINGROVE: Yes.

18 MR. RYAN BREEDON: -- the --

19 MS. KIMBERLY WINGROVE: That's
20 correct.

21 MR. RYAN BREEDON: -- Foundation
22 Document. And we have heard evidence -- and I think
23 you'll agree that Mr. Houghton and did not disclose
24 those meetings to the STT when he met with them?

25 MS. KIMBERLY WINGROVE: Not to my

1 recollection, no.

2 MR. RYAN BREEDON: Sure. And you just
3 testified you weren't aware of the meetings at the
4 time?

5 MS. KIMBERLY WINGROVE: No.

6 MR. RYAN BREEDON: You didn't become
7 aware of them until I assume you received the
8 Foundation Document?

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: And then certainly,
11 you did not instruct Mr. Houghton to meet with
12 PowerStream?

13 MS. KIMBERLY WINGROVE: Absolutely
14 not.

15 MR. RYAN BREEDON: Thank you.

16

17 (BRIEF PAUSE)

18

19 MR. RYAN BREEDON: I want to talk
20 about the bids now for a moment, and in particular,
21 the financial responses.

22 MS. KIMBERLY WINGROVE: Okay.

23 MR. RYAN BREEDON: Okay. And you
24 testified the last time that you were here, and -- and
25 I think you'll agree with me -- that the bids all had

1 three (3) components. So there was first a cash
2 component, and then secondly, a -- a component related
3 to how they were proposing to deal with the promissory
4 note, and then thirdly, a component dealing with the
5 recapitalization.

6 Do you recall that?

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. RYAN BREEDON: Okay. And I
9 understand that KPMG provided a financial analysis of
10 -- or an analysis of the financial components of the
11 bids for the Strategic Task Team.

12 MS. KIMBERLY WINGROVE: Yes.

13 MR. RYAN BREEDON: The -- the point of
14 that was to enable the members of the Strategic Task
15 Team to evaluate the different bids, to -- to put them
16 on the same sort of playing field?

17 MS. KIMBERLY WINGROVE: To the best of
18 our ability, yes.

19 MR. RYAN BREEDON: Right. You needed
20 to compare to apples, and the terms were all slightly
21 different?

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. RYAN BREEDON: All right. And you
24 relied on the analysis performed by KPMG?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. RYAN BREEDON: You weren't
2 performing your own analysis.

3 MS. KIMBERLY WINGROVE: No.

4 MR. RYAN BREEDON: Fair enough. Going
5 back to the components for a moment --

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. RYAN BREEDON: So the first
8 component we talked about was cash, and that was the
9 money that was being paid by the bidder for the
10 purchase of the shares?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. RYAN BREEDON: Okay. And then the
13 second item was the promissory note, and that's the
14 repayment of a promissory note that was owing to the
15 Town?

16 MS. KIMBERLY WINGROVE: Yes.

17 MR. RYAN BREEDON: All right. And
18 that was \$1.7 million?

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. RYAN BREEDON: And you understood
21 that the Town could have called on that note at any
22 time?

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. RYAN BREEDON: All right. It
25 didn't require a strategic partner to do that, it

1 could do that at any time?

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. RYAN BREEDON: All right. And if
4 that -- and -- and similarly, you understood that as
5 part of the -- the bids that were being submitted, all
6 of which provided for the repayment of the promissory
7 note, that the money was coming from Collus Power, not
8 from the bidders?

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: The idea is that,
11 you know, part of the proposal is Collus will repay
12 the note, and then we'll do this, and we'll do that.

13 MS. KIMBERLY WINGROVE: Exactly.

14 MR. RYAN BREEDON: Okay. So -- so the
15 money was really coming from, I mean, an asset of the
16 Town to the Town?

17 MS. KIMBERLY WINGROVE: Yes.

18 MR. RYAN BREEDON: All right. And --
19 and so you'll agree with me that there was no -- there
20 would be no net benefit to the Town, because the value
21 of its asset would be depleted by the \$1.7 million
22 that gets transferred into the Town's account?

23 MS. KIMBERLY WINGROVE: Correct.

24 MR. RYAN BREEDON: I mean, it's just
25 an accounting move, effectively?

1 MS. KIMBERLY WINGROVE: That's right.
2 The question was whether or not the intent was to
3 repay the promissory note.

4 MR. RYAN BREEDON: Sure. But if the
5 promissory note --

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. RYAN BREEDON: -- was being repaid
8 --

9 MS. KIMBERLY WINGROVE: By everyone,
10 yes.

11 MR. RYAN BREEDON: -- it's -- it --
12 that -- that transaction is neutral to the Town?

13 MS. KIMBERLY WINGROVE: Correct. Yes.

14 MR. RYAN BREEDON: Thank you. And
15 then the third component was the recapitalization.
16 And we've heard a lot of evidence about this already,
17 while you were in more glamorous locations, but the
18 idea was that Collus Power would borrow some
19 additional money, yes?

20 MS. KIMBERLY WINGROVE: Yes.

21 MR. RYAN BREEDON: And -- and that was
22 to put it at a 60/40 debt-to-equity ratio?

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. RYAN BREEDON: That was the sort
25 of deemed ideal ratio from the Ontario Energy Board?

1 MS. KIMBERLY WINGROVE: That's what we
2 were told, yes.

3 MR. RYAN BREEDON: All right. And
4 then the money that was borrowed in order to -- to
5 achieve this would then be paid to the Town as a
6 dividend?

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. RYAN BREEDON: That -- the --

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: So the -- the money
11 -- the money that was being generated as part of the
12 recapitalization in these bids came from this
13 borrowing, right?

14 MS. KIMBERLY WINGROVE: Yes.

15 MR. RYAN BREEDON: I know, it's late.
16 And -- and the bids all dealt with this slightly
17 differently. So Hydro One proposed to split it --

18 MS. KIMBERLY WINGROVE: I will be
19 entirely honest and I found this aspect of things very
20 frustrating. It was --

21 THE HONOURABLE FRANK MARROCCO: Yeah --

22 MS. KIMBERLY WINGROVE: -- difficult.

23 THE HONOURABLE FRANK MARROCCO: --

24 just -- I don't want to interrupt your answer, so
25 please complete it, but one (1) person has to speak at

1 a time or we have difficulty with the transcript.

2 MS. KIMBERLY WINGROVE: Okay, sorry.

3 THE HONOURABLE FRANK MARROCCO: No,
4 no, that's fine. You were saying you found this very
5 frustrating.

6 MS. KIMBERLY WINGROVE: This -- this
7 aspect of the -- of the evaluation was -- was very
8 frustrating. It was difficult to clearly understand
9 what was happening with each of the bids and how the
10 recapitalization piece was -- was being evaluated.

11

12 CONTINUED BY MR. RYAN BREEDON:

13 MR. RYAN BREEDON: Sure. And -- and
14 you mean in terms of the -- the sort of technical
15 aspects of what it was that was being proposed. Is
16 that what you --

17 MS. KIMBERLY WINGROVE: Yes, and the --

18 MR. RYAN BREEDON: -- found difficult?

19 MS. KIMBERLY WINGROVE: And the
20 benefit of it. You know, what was the -- what was the
21 benefit that we were getting and how were we assessing
22 that.

23 MR. RYAN BREEDON: Okay. So -- so if
24 -- if we step back sort of at the simplest possible
25 terms --

1 MS. KIMBERLY WINGROVE: Yes.

2 MR. RYAN BREEDON: -- the idea was
3 that the Utility was going to borrow additional money
4 in order to -- to leverage it at the rate the OEB had
5 specified?

6 MS. KIMBERLY WINGROVE: Yes.

7 MR. RYAN BREEDON: Okay. And then
8 that money would be paid out by way of a dividend.
9 Yes?

10 MS. KIMBERLY WINGROVE: I don't recall
11 the specific pay out of a dividend. I know that I
12 absolutely recall the -- the requirement, if you will,
13 to up the borrowing.

14 MR. RYAN BREEDON: And then the money
15 would be paid out. I mean, that's where the -- and if
16 we -- if we --

17 MS. KIMBERLY WINGROVE: Come back to
18 the -- come back to the Town, yes, and that was how
19 you were going to make this whole.

20 MR. RYAN BREEDON: Right. Whether --
21 whether it's by a dividend or --

22 MS. KIMBERLY WINGROVE: Yes.

23 MR. RYAN BREEDON: -- or structured in
24 some other way, that -- that was where the money was
25 coming from.

1 MS. KIMBERLY WINGROVE: That's right.
2 I think it's the dividend term that just -- I'm not
3 recalling that, but yes.

4 MR. RYAN BREEDON: So, I mean, if we
5 fast forward in -- the PowerStream bid provided for a
6 \$5.5 million recapitalization amount. Do you recall
7 that?

8 MS. KIMBERLY WINGROVE: Yes.

9 MR. RYAN BREEDON: And -- and so that
10 \$5.5 million was coming from borrowing?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. RYAN BREEDON: By Collus Power?

13 MS. KIMBERLY WINGROVE: Yes.

14 MR. RYAN BREEDON: And then would be
15 paid out to the Town?

16 MS. KIMBERLY WINGROVE: Yes.

17 MR. RYAN BREEDON: And again, that
18 would be neutral to the Town in terms of the benefit
19 because the -- the Collus Power has acquired a debt of
20 \$5.5 million in order to pay that to the Town.

21 MS. KIMBERLY WINGROVE: Yes.

22 MR. RYAN BREEDON: So there's no net
23 benefit. It's -- it's really another --

24 MS. KIMBERLY WINGROVE: To my point --

25 MR. RYAN BREEDON: -- sort of

1 accounting issue.

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. RYAN BREEDON: Right. And that
4 was why you were --

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. RYAN BREEDON: -- struggling with
7 --

8 MS. KIMBERLY WINGROVE: Yes.

9 MR. RYAN BREEDON: -- why we're doing
10 this?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. RYAN BREEDON: Okay, fair enough.
13 So the only new money coming into the Town is the cash
14 payment component, right?

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. RYAN BREEDON: Okay. Good. So,
17 now the PowerStream bid originally, as I understand
18 it, was \$7.3 million for cash --

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. RYAN BREEDON: -- and then the 1.7
21 million for the promissory note and the 5.5 million
22 for the recapitalization that we just --

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. RYAN BREEDON: -- talked about?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. RYAN BREEDON: And the cash
2 component was later increased to \$8 million. You knew
3 that?

4 MS. KIMBERLY WINGROVE: I didn't -- I
5 don't know that. I don't remember a conversation
6 about that change.

7 MR. RYAN BREEDON: All right. Trust -
8 - trust us.

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: It was ultimately
11 increased to --

12 MS. KIMBERLY WINGROVE: Yes.

13 MR. RYAN BREEDON: -- \$8 million. And
14 the \$8 million, it was what was actually paid by
15 PowerStream, right?

16 MS. KIMBERLY WINGROVE: Yes. Okay, I
17 -- I wasn't here at the time that everything was
18 closed.

19 MR. RYAN BREEDON: All right. The
20 Foundation Document --

21 MS. KIMBERLY WINGROVE: Yes.

22 MR. RYAN BREEDON: -- says that. We
23 don't need to turn it up. You don't disagree with
24 that --

25 MS. KIMBERLY WINGROVE: No.

1 MR. RYAN BREEDON: -- I take it? And
2 -- and just in terms of the other bids, the -- the
3 higher bid was the Hydro One bid and it had a cash
4 component that was in excess of \$13 million.

5 MS. KIMBERLY WINGROVE: That's right.

6 MR. RYAN BREEDON: You remember that?

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. RYAN BREEDON: Now, can we -- now
9 I want to talk about sort of the Council meeting
10 considering all of this. That was on January 23rd,
11 2012?

12 MS. KIMBERLY WINGROVE: Yeah. I --
13 yes.

14 MR. RYAN BREEDON: Okay.

15 MS. KIMBERLY WINGROVE: I don't
16 remember the exact date.

17 MR. RYAN BREEDON: And can we look at
18 ALE1644?

19

20 (BRIEF PAUSE)

21

22 MR. RYAN BREEDON: This is the staff
23 report that was prepared for that meeting?

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. RYAN BREEDON: You were asked some

1 questions about it, and it seems like a very long --

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. RYAN BREEDON: -- time ago, and I
4 believe that what you testified was that Mr. Houghton
5 had prepared the first draft and then sent it to you.
6 You made some revisions --

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. RYAN BREEDON: -- and finalized
9 it?

10 MS. KIMBERLY WINGROVE: Yes.

11 MR. RYAN BREEDON: And -- and I
12 believe you had told us you couldn't now recall what
13 the revisions were that you had made.

14 MS. KIMBERLY WINGROVE: No. I would
15 have to -- yes.

16 MR. RYAN BREEDON: And that's fair.
17 The report was submitted though under your name.

18 MS. KIMBERLY WINGROVE: Correct.

19 MR. RYAN BREEDON: Okay. And can we
20 look down to page 4, please.

21

22 (BRIEF PAUSE)

23

24 MR. RYAN BREEDON: And if you scroll
25 down, there should be a heading, Effect on Town

1 Finances. Okay, great. Thank you.

2 Now, what this says in the -- this
3 paragraph, you'll see it says:

4 "Under the terms of the Share
5 Purchase Agreement, the Town of
6 Collingwood will receive cash and
7 other considerations valued at
8 approximately \$15 million."

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: You see that? And
11 so this is what was being proposed -- provided to the
12 members of Council in advance of this meeting?

13 MS. KIMBERLY WINGROVE: Yes.

14 MR. RYAN BREEDON: In order to
15 determine whether to go ahead with this transaction or
16 not?

17 MS. KIMBERLY WINGROVE: Correct.

18 MR. RYAN BREEDON: Okay. And
19 consideration means sort of payment or benefits,
20 right?

21 MS. KIMBERLY WINGROVE: Yes.

22 MR. RYAN BREEDON: Okay. And so the
23 suggestion here is that the Town is receiving a
24 payment of \$15 million for its 50 percent share of
25 Collus.

1 MS. KIMBERLY WINGROVE: Yes.

2 MR. RYAN BREEDON: Okay. Now, we --
3 having gone through sort of how the transaction works
4 --

5 MS. KIMBERLY WINGROVE: Yes.

6 MR. RYAN BREEDON: -- I think you'll
7 agree with me that really the only money that -- the
8 only new money that was coming into the Town --

9 MS. KIMBERLY WINGROVE: Was the --

10 MR. RYAN BREEDON: -- was the \$8
11 million, correct?

12 MS. KIMBERLY WINGROVE: Yes, that's
13 correct.

14 MR. RYAN BREEDON: All right. So
15 you'll agree with me that this is at least a little
16 bit misleading?

17 MS. KIMBERLY WINGROVE: Certainly the
18 -- looking at it now, there should have been a much
19 more fulsome discussion of -- of how that financial
20 part was arrived at.

21 MR. RYAN BREEDON: Well -- well, it
22 would be misleading if the councillors are assuming
23 that the Town is getting a net benefit of \$15 million
24 when in fact it's getting a net benefit of \$8 million,
25 correct?

1 MS. KIMBERLY WINGROVE: That would be
2 correct if that was the only discussion that had ever
3 happened with Council, so there were some other, like,
4 in camera discussions about how this was to unfold.
5 Certainly this is the -- this is the staff report that
6 came forward, but it would not have been solely the
7 information that they received from myself, that they
8 were using to -- to make the decision.

9 MR. RYAN BREEDON: Okay. Well, there
10 was also a slide presentation, as I understand, that
11 was given at this meeting?

12 MS. KIMBERLY WINGROVE: That's -- yes.

13 MR. RYAN BREEDON: There's a
14 presentation --

15 MS. KIMBERLY WINGROVE: Yes, yes.

16 MR. RYAN BREEDON: -- that people from
17 PowerStream attended --

18 MS. KIMBERLY WINGROVE: Yes.

19 MR. RYAN BREEDON: -- and -- and
20 presented?

21 MS. KIMBERLY WINGROVE: Correct.

22 MR. RYAN BREEDON: All right. And
23 that presentation we have it as KPM2403.

24

25

(BRIEF PAUSE)

1 MR. RYAN BREEDON: And this is the
2 presentation?

3 MS. KIMBERLY WINGROVE: Yes.

4 MR. RYAN BREEDON: All right. Can we
5 turn to Slide 14, please? All right.

6 This is the -- you're -- you're welcome
7 to read the rest of the PowerPoint, but this is -- it
8 appears to me to be the one (1) slide dealing with the
9 financial considerations. You see that?

10 MS. KIMBERLY WINGROVE: Yes.

11 MR. RYAN BREEDON: And you'll see that
12 what the authors have written is that the estimated
13 proceeds for the Town of Collingwood is \$14-\$15
14 million.

15 MS. KIMBERLY WINGROVE: Yes.

16 MR. RYAN BREEDON: And then it says
17 that that's predicated on three (3) considerations,
18 and --

19 MS. KIMBERLY WINGROVE: Yes.

20 MR. RYAN BREEDON: -- again that's a
21 benefit.

22 MS. KIMBERLY WINGROVE: Yeah.

23 MR. RYAN BREEDON: The 50 percent
24 share purchase, which is the cash component. Yes?

25 MS. KIMBERLY WINGROVE: Yes.

1 MR. RYAN BREEDON: And then -- and
2 then the recapitalization and the redeeming of the
3 promissory note. You see that?

4 MS. KIMBERLY WINGROVE: Yes.

5 MR. RYAN BREEDON: All right. And
6 again, this presentation suggests that the Town is
7 receiving between 14 and \$15 million of new money.

8 MS. KIMBERLY WINGROVE: Yes, it does.

9 MR. RYAN BREEDON: I mean -- and --
10 and so again, this is misleading. Yes?

11 MS. KIMBERLY WINGROVE: Yes.

12 MR. RYAN BREEDON: All right. Now,
13 was the Council ever told that the only net benefit to
14 the Town was the \$8 million in -- in terms of the cash
15 payment?

16 MS. KIMBERLY WINGROVE: That
17 information -- I don't have a specific recommenda --
18 or a specific recollection of the information that was
19 provided by our consultant. There was an in camera
20 meeting I think at one (1) point that I wasn't present
21 at, but to go by this alone, I agree with you a
22 hundred percent that the re -- that the discussion of
23 what recapitalization was and what that actually
24 meant, both the impact to the value of Collus that we
25 were retaining 50 percent of and -- and what that

1 value meant to the Town of Collingwood, was not clear.

2 MR. RYAN BREEDON: Okay. And you
3 don't have a recollection of that ever being explained
4 to Council?

5 MS. KIMBERLY WINGROVE: There was so
6 much going on there. I don't have a specific
7 recollection that -- you know, about at which point --
8 at which meeting that was laid out in black and white
9 for them.

10 MR. RYAN BREEDON: Set aside whether
11 you have a recollection of which meeting that might
12 have happened --

13 MS. KIMBERLY WINGROVE: Yeah.

14 MR. RYAN BREEDON: -- you don't have a
15 recollection --

16 MS. KIMBERLY WINGROVE: That it --

17 MR. RYAN BREEDON: -- of that ever
18 happening.

19 MS. KIMBERLY WINGROVE: That's
20 correct.

21 MR. RYAN BREEDON: Right. And so the
22 only information that we have based on the documents,
23 which we will hear from other witnesses --

24 MS. KIMBERLY WINGROVE: Yes.

25 MR. RYAN BREEDON: -- is that Council

1 was told that the Town would be getting 14 to
2 \$15 million.

3 MS. KIMBERLY WINGROVE: A 14 or
4 \$15 million benefit. Right? Yes.

5 MR. RYAN BREEDON: Which would only
6 be --

7 MS. KIMBERLY WINGROVE: You would only
8 assume that that was money.

9 THE HONOURABLE FRANK MARROCCO: No,
10 no, no.

11 MS. KIMBERLY WINGROVE: Yes?

12 THE HONOURABLE FRANK MARROCCO: One
13 (1) person at a time. So go ahead and finish your
14 statement and then let Mr. Breedon ask the question
15 and then respond. I understand what you're trying to
16 say, and I want to give you every opportunity to say
17 it, but we got to do it that way.

18 MS. KIMBERLY WINGROVE: I apologize.

19 THE HONOURABLE FRANK MARROCCO: So you
20 were saying a 14 to \$15 million benefit, and then you
21 were going to add something, Ms. Wingrove.

22 MS. KIMBERLY WINGROVE: Yes. That the
23 assumption would be, in the absence of -- of any other
24 information or details, that if you thought the Town
25 of Collingwood was getting a 14 or \$15 million

1 benefit, you thought that that's how much money that
2 they were going to receive.

3

4 CONTINUED BY MR. RYAN BREEDON:

5 MR. RYAN BREEDON: A net benefit.

6 MS. KIMBERLY WINGROVE: A net benefit.

7 MR. RYAN BREEDON: New -- new money
8 coming in.

9 MS. KIMBERLY WINGROVE: Yes.

10 MR. RYAN BREEDON: All right. And
11 based on what we've seen, the Council was not told
12 that.

13 MS. KIMBERLY WINGROVE: Based on what
14 we've seen, the Council was not told that.

15 MR. RYAN BREEDON: And you'll agree
16 with me that the Council should have been told that.

17 MS. KIMBERLY WINGROVE: Yes.

18 MR. RYAN BREEDON: That's critical
19 information --

20 MS. KIMBERLY WINGROVE: Absolutely.

21 MR. RYAN BREEDON: You have -- let me
22 ask the question.

23 MS. KIMBERLY WINGROVE: Yes.

24 MR. RYAN BREEDON: That's critical
25 information to evaluating this transaction.

1 MS. KIMBERLY WINGROVE: Yes.

2 MR. RYAN BREEDON: Okay. Thank you.

3 THE HONOURABLE FRANK MARROCCO:

4 Mr. Breedon, I wasn't clear on your question. You
5 said the Council -- you -- the witness seemed to be
6 agreeing that the Council was not told. Could you
7 just be --

8 MR. RYAN BREEDON: Sure.

9 THE HONOURABLE FRANK MARROCCO: --
10 specific about what they were not told?

11

12 CONTINUED BY MR. RYAN BREEDON:

13 MR. RYAN BREEDON: The Town Council
14 was not told that the net benefit to the Town was only
15 \$8 million and not \$15 million, correct?

16 MS. KIMBERLY WINGROVE: I can't state
17 for sure that that -- the explanation between
18 recapitalization and cash was clearly articulated to
19 them. I believe that that conversation happened, but
20 I can't say for sure. And if there is no evidence to
21 suggest otherwise, then I think we have to say that --
22 that that was not clear to them.

23 MR. RYAN BREEDON: Okay.

24 MS. KIMBERLY WINGROVE: This
25 information is not clear.

1 MR. RYAN BREEDON: The -- and by "this
2 information," you mean the information in the staff
3 report which you prepared --

4 MS. KIMBERLY WINGROVE: Yes. Yes.

5 MR. RYAN BREEDON: -- or signed off
6 on?

7 MS. KIMBERLY WINGROVE: Yes.

8 MR. RYAN BREEDON: And this PowerPoint
9 presentation that we're looking at now.

10 MS. KIMBERLY WINGROVE: That's right.
11 That's correct.

12 MR. RYAN BREEDON: And when you say
13 that it's not clear, what you mean is that it does not
14 clearly articulate that the only net benefit to the
15 Town is \$8 million.

16 MS. KIMBERLY WINGROVE: That's
17 correct.

18 MR. RYAN BREEDON: And you do not have
19 a specific recollection of anybody clearly explaining
20 to Town Council that the only net financial benefit of
21 this transaction was \$8 million.

22 MS. KIMBERLY WINGROVE: That's
23 correct.

24 MR. RYAN BREEDON: And you agree with
25 me that Council should have been provided with that

1 information.

2 MS. KIMBERLY WINGROVE: Yes.

3 MR. RYAN BREEDON: That the
4 understanding -- the actual financial impact of this
5 transaction was absolutely critical information for
6 Town Council in deciding whether or not to approve
7 this sale.

8 MS. KIMBERLY WINGROVE: Yes.

9 MR. RYAN BREEDON: Okay. Thank you.
10 Those are my questions, Your Honour.

11 THE HONOURABLE FRANK MARROCCO: That's
12 fine. Thank you. Before you leave this -- can you
13 put that document back up, please?

14 Can you go to the -- to the slide that
15 deals with the tax issue if you -- if you sell the
16 Power Corp.? The one (1) that speaks of the deduction
17 of the land transfer tax from -- that was paid. I
18 want to ask the witness just one (1) question about
19 that.

20

21 (BRIEF PAUSE)

22

23 THE HONOURABLE FRANK MARROCCO: It --
24 can I -- can you see on the slide, it's slide
25 number 4. It's in front of you now.

1 MS. KIMBERLY WINGROVE: Yes.

2 THE HONOURABLE FRANK MARROCCO: It

3 says:

4 "Under the Ontario Electricity Act,
5 the Town will pay a transfer tax
6 equal to 33 percent less payments in
7 lieu of taxes of the proceeds if it
8 sells its ownership interest in
9 Collus to another entity."

10 Were you ever told what that number
11 was?

12 MS. KIMBERLY WINGROVE: No. I don't
13 know what that number was.

14 THE HONOURABLE FRANK MARROCCO: You --
15 the reason I ask is it seems that that -- it may be
16 that that's the justification for selling the holding
17 company rather than Collus Power.

18 MS. KIMBERLY WINGROVE: Yeah. I
19 wasn't --

20 THE HONOURABLE FRANK MARROCCO: And it
21 would seem to me in order to make that decision,
22 someone would have to compare or know that that
23 number -- "33 percent less payments in lieu of
24 taxes" -- was a significant number.

25 MS. KIMBERLY WINGROVE: Yes.

1 THE HONOURABLE FRANK MARROCCO: So you
2 don't recall that number ever being discussed?

3 MS. KIMBERLY WINGROVE: No. No, I
4 don't. And the discussion about whether -- like what
5 aspect of the Collus family of companies we were
6 actually selling, I was not part of those
7 conversations.

8 THE HONOURABLE FRANK MARROCCO: All
9 right. Oh -- oh, okay. Thank you.

10 MS. KIMBERLY WINGROVE: Okay?

11 THE HONOURABLE FRANK MARROCCO: Well,
12 any re-examination?

13 MS. KATE MCGRANN: Yes. Brief, just
14 to clarify confusion about two (2) dates.

15

16 RE-DIRECT EXAMINATION BY MS. KATE MCGRANN:

17 MS. KATE MCGRANN: Can we pull up the
18 transcript of April 18th and go to page 177, please?

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: And scroll down to
23 line 14 and so we can see the rest of the bottom of
24 the page. You see that Mr. Chenoweth is asking you a
25 question:

1 "Indeed, there was a June 22nd
2 meeting that took place with
3 Mr. Bentz and Mr. Bonwick and
4 others."

5 And if you could move down a little bit
6 further, on line 20 he says:

7 "But there was a meeting on
8 June 22nd in which Bonwick and Bentz
9 and others were present."

10 You see those questions?

11 MS. KIMBERLY WINGROVE: Yes.

12 MS. KATE MCGRANN: Can we look at
13 Foundation Document paragraph 207, please?

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: Paragraph 207
18 discusses a meeting being scheduled. You see there's
19 an invitation sent around on June 22nd inviting
20 Ed Houghton, Deputy Mayor Lloyd, Dean Muncaster,
21 yourself to a meeting with Brian Bentz.

22 And then if you look a little bit
23 further, Jeff Lehman's invited. Could we scroll down
24 a little bit further? We see the calendar invitations
25 for June 29th, 2011.

1 Is it the case that the meeting that
2 you were asked about with the date of June 22nd
3 actually took place on June 29th, 2011?

4 MS. KIMBERLY WINGROVE: That would --
5 that would be what that evidence suggests, yes.

6 MS. KATE MCGRANN: One (1) other
7 clarification along the same lines. Can we look at
8 the transcript for April 18th, 2019, page 194, please.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: And if we can
13 scroll down so we can see from line 5 -- lines 5 and
14 onward. Mr. Chenoweth is asking you whether you
15 eventually learned about the question of the sale by
16 the Town rather than the sale by Power. He references
17 a meeting at which Ron Clark attended on December 5th
18 with respect to who, in fact, would be the vendor.
19 You learned of that then. And you say that you don't
20 have a strong memory of that meeting.

21 And if we could scroll down a little
22 bit further to line 16, Mr. Chenoweth continues to ask
23 you questions about presentation and materials given
24 by Ron Clark at the December 5th meeting of Council.

25 Could we turn up paragraph 488 of the

1 Foundation Document, please?

2

3 (BRIEF PAUSE)

4

5 THE HONOURABLE FRANK MARROCCO:

6 Forty-eight (48) or four-eight-eight (488)?

7 MS. KATE MCGRANN: Right. Four-eight-
8 eight (488).

9 THE HONOURABLE FRANK MARROCCO: Okay.
10 That's on the screen.

11

12 CONTINUED BY MS. KATE MCGRANN:

13 MS. KATE MCGRANN: And if -- so -- and
14 I'm actually going to direct your attention to 489.
15 We're looking at -- so 488 says on the evening of
16 January 16th, 2012, there was a closed session meeting
17 where Aird & Berlis lawyer Ron Clark gives a
18 negotiation update.

19 If you look at paragraph 49, it says at
20 that meeting Ron Clark made a presentation to Town
21 Council that included the following slides. And if
22 you could scroll down.

23 The first slide says why a sale of
24 shares of CUS rather than Collus directly. The
25 documents that we've looked at indicate that the

1 discussion that Mr. Chenoweth was asking you about
2 took place at this meeting on January 16th, 2012.

3 Is it the case that the answers that
4 you were giving to Mr. Chenoweth were with reference
5 to this meeting on January 16th, 2012?

6 MS. KIMBERLY WINGROVE: Yes. That's
7 correct.

8 MS. KATE MCGRANN: Those are my
9 questions.

10 THE HONOURABLE FRANK MARROCCO: Well,
11 Ms. Wingrove, thank you very much. That, I believe,
12 now concludes the questioning.

13 MS. KIMBERLY WINGROVE: Thank you very
14 much.

15

16 (WITNESS STANDS DOWN)

17

18 THE HONOURABLE FRANK MARROCCO: And
19 Mr. Chenoweth, you wanted to recall -- you wanted --
20 there was an area you wanted to ask Ms. Hogg about?

21 MR. FREDERICK CHENOWETH: Yes,
22 Your Honour. Thank you for your courtesy, and I
23 apologize for the inconvenience to anyone that it may
24 have occurred from my oversight.

25 THE HONOURABLE FRANK MARROCCO:

1 Ms. Hogg, you're still -- you're still under oath.

2

3 PAMELA HOGG, Previously Affirmed

4

5 CONTINUED CROSS-EXAMINATION BY MR. FREDERICK

6 CHENOWETH:

7 MR. FREDERICK CHENOWETH: Ms. Hogg,
8 during the course of his testimony, Mr. Tim Fryer,
9 when he gave his evidence to the Commission, told us
10 about a meeting that took place, I believe it was in
11 February of 2012, a meeting in which yourself and --
12 and Mr. Houghton attended at Mr. Fryer's office and as
13 a result of that attendance, Mr. Fryer was away from
14 work for approximately two (2) months.

15 Do you remember the meeting at which
16 you and Mr. Houghton attended Mr. Fryer's office --

17 MS. PAMELA HOGG: Yes.

18 MR. FREDERICK CHENOWETH: -- with
19 respect to him not being at the office anymore.

20 MS. PAMELA HOGG: Yes.

21 MR. FREDERICK CHENOWETH: All right.

22 Mr. Fryer, in that, tells us that in
23 that meeting he wasn't put on a medical leave, he was
24 put on what he described as an imposed leave of
25 absence, to quote him.

1 I'm interested in exploring that
2 assertion of an imposed leave of absence --

3 THE HONOURABLE FRANK MARROCCO:
4 Exploring?

5 MR. FREDERICK CHENOWETH: I want to
6 ask some questions about that.

7 THE HONOURABLE FRANK MARROCCO: A
8 series? I thought there was either one (1) question
9 or two (2) or three (3) questions.

10 This -- this is now an exploration of -
11 - of -- of the whole -- this sounds like more than
12 that.

13 MR. FREDERICK CHENOWETH: It's one (1)
14 issue, Your Honour, and I trust I can do it in less
15 than five (5) minutes.

16 THE HONOURABLE FRANK MARROCCO: All
17 right.

18

19 CONTINUED BY MR. FREDERICK CHENOWETH:

20 MR. FREDERICK CHENOWETH: Thank you.

21 I -- I'm interested in your knowledge
22 of what may have preceded that meeting with Mr. Fryer
23 that you and Mr. Houghton attended at his office.

24 Was there any other documents, reports
25 or information that you received the led to that

1 meeting?

2 MS. PAMELA HOGG: Yes.

3 MR. FREDERICK CHENOWETH: Can you tell
4 me about that, please?

5 MS. PAMELA HOGG: With privacy for --

6 THE HONOURABLE FRANK MARROCCO: I'm
7 not sure, I'm -- I'm actually having a reservation
8 about this myself.

9 This is going to get into an area that
10 I -- I don't -- I think your reservation about
11 answering is his question is actually quite well-
12 founded. I don't think this is important, so I'm not
13 going to let you ask any questions about it.

14 MS. PAMELA HOGG: I have -- I have one
15 (1) answer that may --

16 THE HONOURABLE FRANK MARROCCO: No.

17 MS. PAMELA HOGG: No?

18 THE HONOURABLE FRANK MARROCCO: I
19 don't want to get into it. This is -- this is getting
20 so far afield, it's not helpful to me and I think it
21 very well may get into an area that's not privileged,
22 it's just an area that I have no need to go into and
23 these proceedings are quite public and this may be
24 quite private information and I don't intend to get
25 into it.

1 So that's -- there's not going to be
2 any questioning about this.

3 MR. FREDERICK CHENOWETH: Thank you,
4 Your Honour.

5 THE HONOURABLE FRANK MARROCCO: Thank
6 you, Ms. Hogg. Sorry to drag you back here
7 unnecessarily, but we're not getting into it.

8

9 (WITNESS STANDS DOWN)

10

11 MR. FREDERICK CHENOWETH: Thank you.

12 THE HONOURABLE FRANK MARROCCO: We are
13 adjourned. Wednesday.

14 Thank you all very much for -- for
15 putting up with this, I know it's 5:45 and I know it's
16 a long weekend and thank you for your cooperation.

17

18 --- Upon adjourning at 5:49 p.m.

19

20 Certified Correct,

21

22

23 _____

24 Wendy Woodworth, Ms.

25

<p> <u> </u> \$ \$1.7 325:18 326:21 \$13 334:4 \$14-\$15 339:13 \$15 336:8,24 337:23 340:7 342:2,4,2 0,25 344:15 \$15,000 44:1 45:18 46:21 47:6 49:11,22, 24 50:8 54:4,5 214:9,11 \$2,400 95:15 \$20,000 49:21 \$30,000 39:17 45:21 53:24 \$300 97:25 \$5.5 331:6,10, 20 \$6.3 9:19 \$7,000 56:3 \$7.3 332:18 \$750,000 294:21 \$8 333:2,13, 14 337:10,24 340:14 344:15 </p>	<p> 345:15,21 <u> </u> 0 00001 96:14 <u> </u> 1 1 7:12 8:25 13:8 14:25 16:18,22 17:20 18:13 19:25 22:22 23:10 25:14 28:9 31:11,25 33:16 37:8 50:1,4 51:19 59:12 60:15 61:22 64:22 76:6 80:16 83:1 84:24 93:8,17 100:12 106:10 107:21 110:1,14 113:11,14 ,18 115:4 120:22 121:1 123:7,9 124:5 125:25 127:23 128:12 131:4 137:11 139:4,6 147:5 157:1 160:1 </p>	<p> 161:17 166:22 169:22 173:7 174:25 175:1,5,2 5 178:2 181:3,5,6 182:25 185:11 189:2,3 190:10 191:6 200:18,24 201:4 203:17,20 207:23 208:15 220:4 221:7,22 222:15 224:12,16 ,17,20 243:4 253:16 258:9,21 264:15,17 266:5 269:4 271:20,25 272:4,16 274:13 276:4,13 280:24 281:23 282:20 283:1,8 284:10 289:14,17 ,19 296:8 299:22 300:4 302:20 305:23 309:10 312:18 328:25 339:8 340:20 342:13 346:16,18 </p>	<p> 350:6 354:8,13 355:15 1.7 332:20 10 111:12 213:20 247:20 281:19,22 282:12,23 283:9 284:14 10:04 6:1 10:43 29:5 10s 282:2,5,6 10th 89:2,9 243:22 244:12 246:1 249:20 251:19 11 34:15 160:10 11:25 82:12 11:39 82:13 170:22 11th 106:4 181:14 12 15:24 19:15,19 44:6 120:2 141:4 159:15 160:6 174:24 12:34 173:7 12:53 152:12 1217 315:16 12-month 19:22 12th 97:2 279:10 </p>	<p> 13 113:13,15 13.6 288:15 134 269:7 135 3:12 13th 151:20 14 315:14 339:5 340:7 342:1,3,2 0,25 348:23 140 5:3 141 5:4 311:1,10 142 5:5 143 5:6 144 5:7 145 5:8 146 5:9 147 5:10 148 3:13 5:11 149 5:12 14th 112:11 244:23 245:23 252:21 254:7 15 44:25 126:9 15,000 25:19,20 26:4 45:9 47:10 150 5:13 151 5:14 152 3:16 5:15 153 5:16 154 5:17 </p>
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155 5:18	11:23	75:22	2 27:3	207
156 5:19	22:4	113:13	33:1	349:13,17
157 5:20	29:18,24	282:22	37:21	221 3:22
158 5:21	30:12,17	309:13	54:16	225 4:5
159 5:22	31:14,17,	349:6	60:17	22nd 126:8
15th 176:1	19 32:3	2001 113:6	68:11	254:15
16 46:12	45:17	2009 227:16	69:25	349:1,8,1
170:24	48:2	2010 154:19	70:14	9 350:2
177:24	52:21	229:7	72:16	23 169:18
190:23	59:12	230:9	74:18	186:21
315:19	72:13,19,	231:18,22	75:7,16	191:8
350:22	24 74:13	233:15	78:14	273:7
160 5:23	76:16	234:2,11	109:6	239 246:18
166 3:17	97:1,2,5	235:12	111:7	23rd 97:5
168 114:10	111:13,19	2011 10:12	114:13	116:22
16th 106:13	123:3	27:11	115:2	183:19
122:14	156:19	34:1 75:7	118:16	185:6
174:18	165:11	155:1	122:14	187:3
246:18	166:25	161:24	150:23	188:23
351:16	167:19	165:16	151:21	190:7
352:2,5	174:9	166:7	160:16	191:10
177 348:18	175:4	169:18	166:4	206:25
17th 1:23	189:25	170:24	214:13,17	280:22
18 231:21	193:10	174:18	215:20	281:7
180 3:18	208:18	176:2	234:2,11,	286:19
182 3:19	211:16	214:13	18 334:11	288:23
18th 222:25	212:9	232:22	351:16	290:7
262:24	263:24	236:12,15	352:2,5	334:10
273:18	264:22,24	239:6	353:11	24 233:14
311:16	273:15	243:11	2013 44:12	24/7 125:7
315:14	276:16	252:10	47:18,24	243 18:17
348:18	277:25	254:7,9	48:4	184:18
350:8	279:9	260:1,12	51:11	24th 37:4
194 3:20	280:23	349:25	77:19	60:17
350:8	282:2,5,6	350:3	150:3	25,000 45:9
1972 237:3	283:13	2011/2012	234:6	253 161:17
1998 154:9	292:23	152:25	2014 100:22	254 162:4
19th 97:2	295:21	153:8	131:25	255 162:19
279:10	316:6	154:15	2015 181:15	180:17
1st 252:6	320:3	2012 9:7	271:2	25th 231:22
<hr/>	348:14	10:2,3,13	2016 89:2,9	26 37:21
<hr/>	353:14	11:2,8	91:25	118:16
<hr/>	354:9	12:16,21	92:2	268 4:6
2 8:25 10:3	2,100 97:10	15:6,15	154:9	26th 29:5
	2,400 97:9	16:15	2019 1:23	
	2:00 152:10	17:8	246:18	
	2:02 152:13	19:11	350:8	
	20 45:9	20:19	205 3:21	
	50:1	25:2,16,2		

109:13	114:11	19:11	40,000	260:1,12
160:16	117:2,3	20:19	25:19	350:17,24
231:22	123:23	25:1	438 112:17	<hr/>
270 184:10	148:8	54:16	48 351:6	6
28 183:6,18	151:10	68:23	488 350:25	6
191:8	164:17	78:14	351:6,8,1	13:17,22,
28th 97:4,5	174:12	108:11,23	5	23
183:24	193:11	109:6	489 351:14	14:2,6,9,
187:6	224:23	124:2,5	49 351:19	10 68:6
188:22	238:16	135:1	49/51 199:2	213:20
206:1	284:21	150:23	4th 190:17	272:21
272:4,7,1	324:1	33 3:8	272:22	283:4
6	339:17	214:22	6:45 267:17	
273:10,21	354:9	347:6,23	60/40	
274:7	3.1 175:6	347 4:9	327:22	
280:23	3.5 21:16	35 167:5	<hr/>	
284:7	22:6,10,1	353 3:23	5	621 13:8
289:1	3,16	356 4:17	5 103:22	14:24
29 130:11	23:1,6,15	36 167:7	119:22	15:5
162:20	24:4,12,1	390 286:12	186:3	17:20
183:6,23	7 25:2	391 286:21	272:12	622 15:12
193:11	3.8 174:22	392 287:1,6	273:10	19:4
201:19	3:12 224:8	3rd 96:25	276:9	631000-0
254:9	3:22 224:9	181:6	282:13	27:13
290 4:7	30 32:15	189:4	298:7	65 283:19
29th 96:25	171:21	271:20	310:17	66 260:5
161:24	188:18,19	274:11	319:8	663 27:6
162:11	282:22	277:25	350:13	94:24
189:22	284:14	279:13,14	354:15	96:11
190:11	309:13	<hr/>	5.5 288:16	6th 15:6
254:14	30,000	4	332:21	17:21
269:9	26:3,9	4 3:3 15:13	5:09 319:13	232:22
271:25	300	103:21	5:17 319:14	235:12
277:25	97:2,3,12	104:19,20	5:30 319:21	243:20
349:25	30th 109:3	,22 117:3	5:45 356:15	<hr/>
350:3	30-year	119:22	5:49 356:18	7
2nd 61:25	201:8	148:8	50 3:9	7 3:7
104:23	319 4:8	238:9	336:24	13:18,22,
106:4	18:18	272:17	339:23	23
111:7	31-page	283:5	340:25	14:2,6,9,
112:1	174:9	310:16	50/50 163:5	10 105:23
245:6	31st 10:2,3	335:20	199:2,3	114:11
250:8	11:2,5,8	346:25	201:20	199:22
<hr/>	12:21	40 55:16	202:18	204:3
3	15:15	126:9	51 163:4	235:18,19
3 26:14	16:15	283:20	54 283:19	236:12
70:6,10			5th	239:6
98:19				283:12

7,500 26:5	A&B 242:1	318:8	4	232:14
7.3 288:16	a.m 6:1	321:7	137:6,12	233:8
7.4 95:4	82:12,13	323:13	138:12,25	236:1,3,6
7:34 173:8	ability	330:12	144:20	,7,14
7:35 267:18	101:13	343:20	326:25	237:3,6,9
7:36 170:23	153:22	346:5	332:1	,10
70 55:10	231:8	abundant	accumulated	238:2,16
718668	304:13	240:21	223:10	239:1,11
132:1	305:5,10	abundantly	accurate	240:4,13,
75 55:10	324:18	251:24	162:7	19
215:5	able 11:5	acceding	297:14	241:14,22
789 88:22	13:18	235:2	accustomed	242:3
92:9	20:1	accept	134:7	243:2,6,7
790 92:9	39:13	163:2	achieve	,16
7th 232:22	129:6	234:20	142:10	265:25
236:15	158:10	278:13,15	328:5	266:2,11
252:10	172:17	access	achieved	308:12
<hr/>	176:24	32:6,8	149:7	347:4
8	202:13	172:22	211:9	acting
8 113:13,15	227:3,7	accolades	217:13	66:24
283:4	242:2	195:10	acknowledge	123:10
309:7	251:6	accompany	256:17	action
<hr/>	262:13	254:25	acknowledge	79:14
9	293:1	accomplish	d 235:13	actions
9 107:2,7,8	307:18	231:3	243:5	89:7,19
159:20	317:8	accomplishe	312:3	196:14
160:5	318:6	d 203:11	acquired	active
184:21	abo 215:6	according	331:19	195:13
281:22	absence	214:21	acquisition	actively
282:12	110:17,25	account	249:9	195:16
283:3	342:23	27:13,23	250:17,19	activities
9,000	353:25	47:2	acquisition	85:23
308:23	354:2	326:22	s 275:18	196:12,14
9:20 112:1	absolutely	accountant	acronyms	258:20
9048 96:24	36:18	30:1 35:3	142:25	313:15
91 112:16	51:21	137:24,25	across 71:9	316:5
921 132:4	139:16	accountants	146:14	activity
94 3:10	177:6,21,	41:17	197:13	79:13
97 1:19	22 195:18	294:6	202:23	actual
98 3:11	200:13	accountant'	203:4	11:10
<hr/>	201:11,16	s 38:2	226:23	130:11,16
A	,23 203:9	accounting	254:2	131:18
	206:19	32:8	279:7	206:12
	210:2	33:18	act 51:6	287:11
	212:3	95:5,21,2	112:19	309:22
	216:8,13		150:14	346:4
	217:24			actually
	218:6			27:25
	220:2			

30:18	327:19	99:12	20 194:20	agreeable
38:13	330:3	116:9	203:12,18	300:1
46:8	address	advised	209:22	agreed
62:12	36:14	46:14	214:22	86:23
86:15	136:15	99:13	217:3	93:21
99:7	224:13	104:22	affiliates	103:20
119:16	309:5	119:13	143:12	123:21
130:19	addressed	160:11	affirm	210:20
167:4	232:8,9	advising	235:8	244:22
185:1	adduced	265:25	Affirmed	agreeing
187:12	78:16	aff 160:14	3:15	344:6
192:14	adequate	AFF0000003	152:18	agreement
202:20	311:3	5:14	353:3	9:5,6,10
203:11	adjacent	AFF1 159:15	afford	12:24
225:23	249:5	AFF2 28:19	46:20	14:5
227:12	adjourned	AFF3 153:14	afield	15:16,20
272:21	356:13	170:9	355:20	16:4,14
279:21	adjourning	affairs	afternoon	19:13
282:1	356:18	228:19	116:10	20:25
288:1	administrat	241:16	136:6,8	21:10,23
295:20	ion	affect	145:19	22:11,17
309:10	229:15	208:13	152:21	23:2,8
318:9,25	230:5	affidavit	166:21	24:1,5,12
333:14	306:5	28:19,21	174:15	25:4
340:23	administrat	34:17	194:15	27:10
348:6	ive	44:6,11	291:6	32:12,17
350:3	226:21,25	47:17	298:5	33:7
351:14	adopted	59:18	afterwards	44:19
355:7,11	256:20	64:10	192:22	46:1,5
actuals	advance	70:6,7	against	47:17
129:6	172:3	75:22	84:20	79:8 80:1
ad 279:10	336:12	98:13,14,20	227:14	91:2,4
add 77:15	advancing	141:13,20	230:24	108:9,11
283:16	310:9	151:10,19	age 238:20	115:3,22
342:21	advantage	153:11,16,19,22	agenda	116:11
added	125:17	154:6	267:21	119:4
134:25	advice	156:4	aggregate	120:19
254:24	138:14	159:16,25	275:17	128:13
289:16	239:13	165:14	ago 34:18	130:10
290:8	242:3,6	169:8,15,21 170:9	112:5	138:6,15,16 148:10
addition	267:1	171:20	171:15	210:7
14:6 27:8	299:21	175:20	176:24	248:4
191:13	advisabilit	182:24	187:21	252:14
additional	y 61:18	183:3,13,	204:6,7	264:23
57:4	advise		226:5	336:5
134:19,24			309:8	agreements
175:8			335:3	11:1,8,21
200:7				12:3,7,13
244:17				

14:14	16:4	106:22	210:7	1,16,19,23
15:10,19,	ALE49170	am 24:8	amount 9:21	3
23 16:25	175:21	41:16	26:3,4	178:4,16,
19:18	Alectra 2:7	50:22	47:10	22
21:13,19	alleged	57:14	50:5,17	179:4,9,14
30:23	245:25	64:8	56:8 98:1	4
31:23	alleging	84:17	121:3	announced
45:1 68:3	99:8	121:17	130:20	89:3
69:5,23	all-	122:21,22	133:18	145:25
78:12,13	encompass	128:3,15	134:20	announcemen
79:6,11	ing	130:13	163:3	t 103:5,8
82:23	128:25	135:18	300:7,10	annual
83:20	allocated	173:8	331:6	21:21
84:10	20:9,12	180:14	amounts	54:17,23
114:17	22:3	204:5	27:15	65:9
116:2,13	27:22	213:17	45:2	154:24
117:20	allocating	225:21	96:23	annually
118:24	21:5	277:8,12,	97:8	21:11
120:6,17	allow	13 308:14	158:8,15	answer 8:21
121:22	79:10,16	315:16	analysis	22:15
124:24	84:22	316:11	205:24	35:24
133:10,25	85:1,2	318:10	206:3	80:15
134:9,12	86:21	322:14	315:4	150:22
139:9	219:20,23	amalgamate	324:9,10,	158:23
ahead 50:24	220:25	247:4,11,	24 325:2	176:3,12
77:10	allowed	12,22	and/or	179:2
94:18	63:13	248:1,24	61:13	217:21
164:7	80:17	amalgamatio	Andrea 3:17	256:9
179:22	alluding	n 139:9	166:19,20	271:14
209:25	125:15	316:10	,22	302:8,19,
236:21	Almas 15:21	amalgamatio	167:3,9,1	20,24
298:15	243:11,17	ns 248:16	4,22	316:22,24
316:24	245:5,8	amended	168:1,5,9	317:17
318:21	249:22,25	15:24	,13,19	328:24
319:7,17	256:25	19:14,18,	169:3,7,1	355:15
336:15	alone	22 236:3	4,20	answered
342:13	340:21	amendment	170:2,6,1	197:22
Aird 232:16	already	124:4	4,19	213:11
233:6	11:13	amendments	171:2,5,8	answering
242:1	48:2,11	114:16	,14,20,23	355:11
268:6,9	64:10	amicable	172:11,20	answers
351:17	84:4	48:14,16	173:1,15,	6:10 51:9
ALE0001644	107:20	52:10	18,24	198:19
5:22	208:15	amongst	174:3,6,1	207:23
ALE0004352	327:16	92:9	6	211:13
5:3	alternative	191:24	175:15,19	352:3
ALE1644		192:8	176:6,10,	anticipate
334:18			17,21	
ALE4352			177:5,7,1	

36:1	103:4	97:10	appointment	70:20
anticipated	105:12	162:5	123:11	86:1,5
46:15,19	117:14	237:21	218:9	95:10
62:1	122:23	256:21	309:14	109:25
219:25	124:14	261:16	apportion	110:20
anticipatin	125:22	304:12	13:15	138:4,13
g 213:18	127:23	APPEARANCES	23:14	216:6,12
anticipator	163:6	2:1	appreciate	218:21
y 26:15	192:9	appeared	23:18	228:23
anybody	193:7	60:18	83:16	237:8
99:13	226:8	63:17,21	133:12	262:14
111:15	231:2	67:6	134:11	appropriately 6:21
193:4	241:9	73:19	138:20	appropriateness 58:5
221:19	253:8,24	141:22	145:6	61:12
244:7	258:16	145:25	159:4	approval
319:24	277:14	147:17	249:10	13:4
345:19	278:11	appears	252:2,23	26:19
anybody's	279:24	34:22	255:3	46:3,6
92:20	302:18	48:7 51:9	258:3	50:9
anymore	303:11	53:19	309:7	70:13,23
72:1	308:4	66:3,24	320:1	71:8
121:2	315:7	75:22	appreciated	145:21
353:19	anytime	76:5	57:14	147:17,18
anyone	198:16	120:7,23	appreciative	148:3,5,1
31:13	anyway	121:16	e 56:11	4
33:4	224:6	122:22	apprised	151:16,17
111:3	anyways	173:7	305:20	,20
165:20,23	293:8	194:20	approach	198:25
168:1	anywhere	339:8	67:13	199:5
179:7,10,	157:23	Appendix	80:21	201:6,18
11,17	161:10,11	109:12	148:25	202:17
189:10	apologies	apples	193:12	approve
209:8	302:11	324:20	197:4	346:6
217:4	319:21	application	198:12	approved
255:4	apologize	47:1	199:6	12:25
299:18	142:15	69:11	208:24	46:8
352:23	187:19,21	239:25	approached	58:14
anyone's	189:2	applied	249:22,24	59:17
294:17	194:12	22:13	,25	70:22
303:11	290:13	25:3	260:18	71:11,22
anything	301:4	applying	262:17	98:24
9:9 28:7	342:18	21:24	approaching	99:7,15
31:8,19	352:23	284:4	10:10	102:6
63:12	apparently	appoint	256:24	103:4,18
77:21	209:1	41:25	appropriate	approving
95:8	appear	appointed	55:24	58:17
101:18	56:21	234:5	59:25	
	76:8			

approximately 13:13 141:4 166:25 167:5 295:25 336:8 353:14	arrangement s 46:19 51:10 arrival 233:22 259:9 arrived 337:20 arriving 225:4 article 52:3 90:1 articles 140:23 articulate 345:14 articulated 344:18 aside 341:10 aspect 215:3 231:5 232:17 238:12 328:19 329:7 348:5 aspects 77:4 329:15 assembled 185:8 assertion 6:18 354:2 assess 256:14 assessing 329:21 assessment 199:6 228:22 251:12 asset	326:15,21 assets 107:16 assigned 143:20 assist 12:12,17 82:22 100:25 112:9 125:17 206:8 209:3 223:20 assistance 69:21 114:23 222:8 254:4 assistant 153:2 166:25 167:12 194:25 211:16 307:3 assisted 9:24 assisting 119:17 246:25 associate 1:7 2:4 60:17,19, 20 64:5 65:6 93:22 associated 94:3 151:2 195:6 assume 22:10 76:22 77:3 139:14 143:1	146:6 157:6 159:9 168:10 187:17 195:23 201:7 233:3 244:17 255:23 299:6 308:17 314:20 323:7 342:8 assumed 253:25 assuming 22:15 40:6 48:23 121:17 128:23 172:6 312:10 337:22 assumption 77:7 254:3 317:10 342:23 assurance 34:14 atmosphere 227:7 attached 64:9 173:25 176:14 200:7 attachment 174:7,17 261:1 attachments 175:25 176:4 attempt	232:12 attempting 79:6 229:5 attendance 28:6 79:19 95:24,25 105:9 122:16 165:4 181:3 245:6 251:19 313:6 353:13 attendances 96:5,9 97:5 attended 97:4 165:14,20 207:13 246:22 338:17 350:17 353:12,16 354:23 attending 27:18 53:3,6,10 ,13 116:23 207:9 254:18 attention 47:18 146:25 212:23 351:14 attributed 257:15 attributes 237:16 attribution 293:25 AUDIBLE
---	---	--	--	---

230:11	audits	213:25	based 80:1	323:6
235:15	62:14	217:3	137:17	becomes
audit 25:14	August	233:24	142:8	36:7
26:1 27:2	96:25	249:20,21	149:3,4	becoming
34:14	161:24	,24	195:4	17:12
36:24	162:11,20	251:18,25	197:1,19	36:24
42:10,11,	181:6	255:22	284:3	60:21
15 47:9	189:3,22	299:6	293:22	108:15
60:21	193:10,11	308:5,22	306:4	291:24
63:14	271:20,25	321:23	318:9	306:4
75:23	274:11	322:7,12,	341:22	begin 30:23
77:5	277:25	13	343:11,13	226:2
93:20,25	279:13,14	323:3,7	basic 66:10	305:17
106:6	authorizati	away 11:23	basically	beginning
156:15	on	58:24	134:6	191:14
160:7,14	45:2,7,22	74:13	143:10	behalf 15:6
audited	authorized	111:24	146:2	41:1,7
40:25	52:21	144:23	232:7	51:6
auditing	61:2	147:1	259:2	79:14
39:3,14	authors	249:11	basing 6:12	166:14
93:24	339:12	307:17	basis	251:22
94:3	available	353:13	20:9,12,1	294:17
auditor	32:14	awful 318:1	5 134:22	behind
25:15	227:5	_____	210:1	303:11
27:1	268:11	B	307:6,10	believe
28:24	avoid 23:23	bachelor	basket	11:4
30:7	84:20	33:18	119:9	12:23
38:20	aware 10:20	background	BDO 34:7,12	16:21
41:7,15,2	11:20	140:19	Beach	17:1,24
5	12:5,10	142:9	275:13	27:17
42:16,18	17:6,12	230:24	bear 252:24	45:9
61:19	32:10	237:2	became 7:23	46:10
62:2,13	39:10	307:7	8:8 17:7	48:13
76:22,23	62:4	bad 223:1	20:3 32:3	50:13,21
77:6 78:5	67:19	Bain 2:8	79:9	59:9,19
auditors	72:8,12,1	Baker 151:3	85:14	72:15
29:15	9 78:14	ballpark	124:10	73:10,14
30:3	108:15,17	40:5	142:1	74:25
41:11	121:21	barely	151:1	76:10
42:6 61:3	124:9,10	192:2,3	218:15	88:9
75:24	140:18,24	Barrie	296:8	89:7,19
76:5	141:2,14,	255:23	310:18	92:20
110:7	23 142:1	312:13	become 17:6	93:13
150:21	154:13	313:9,23	140:9	95:17
157:9	168:6,9	314:19	145:25	97:8 99:5
160:2	175:22	Barrow	251:23	109:25
auditory	177:25	151:1,2	294:15	114:2,20
63:5,7	204:11			120:4

124:11	331:18,23	294:3	329:9	52:13
128:10,11	337:23,24	318:13	334:2	53:6
133:3	339:21	beyond	bigger 32:9	59:6,11
139:13	340:13	83:22	billing	69:11
140:6	342:4,20	84:10	8:23	70:13,22
148:23	343:1,5,6	139:5	20:21	71:7
155:20	344:14	234:18	bit 11:24	89:2,3
161:3	345:14,20	253:25	15:5	96:5
170:21	benefiting	258:16	30:24	111:13
180:1	139:18	302:20	37:14,19	113:17
191:4	benefits	bid	38:13	122:24
200:1	8:12	205:5,22	40:9	123:10
201:20	317:4	274:6	44:24	137:10
205:11	336:19	288:19	85:1,2	145:21
212:22	Bentz 52:13	331:5	104:21	147:5
218:13	77:15,22	332:17	109:12	153:4
231:25	78:9	334:3	110:15	154:16
234:4,6,1	174:19	bidder	121:7	156:17,20
7	250:6	165:15	122:14,18	157:5,10,
245:4,12	254:11,23	166:6	123:3	14
247:25	255:17,19	221:25	130:23	158:1,3,8
255:18	269:11	222:3	145:6	160:19,22
260:1	270:13	284:13	168:14	161:1,9,1
268:7	312:4	325:9	178:17	3 162:17
272:14	349:3,8,2	bidders	201:25	163:8,16,
297:9	1	9:14	227:7	20,24
311:17	Berlis	172:24	251:5	164:4,7
335:4,12	232:16	178:10,19	256:16	167:17
344:19	233:7	179:1	263:2	169:13
352:11	242:1	190:1,16	300:21	180:19
353:10	268:7,10	208:1	307:21	181:1
believed	351:17	272:18	310:15	192:9
52:8	best 87:24	276:10	337:16	193:7
Belina 2:8	147:25	279:15	349:5,22,	194:22
Ben 244:22	148:24	280:3	24 350:22	195:5,12,
beneath	149:6,7	320:23	black 341:8	16,23
156:18	153:22	326:8	blind	196:2,11,
157:4	201:9,14	bidding	181:16	12,23
benefit	202:6	93:20,25	blue 37:25	198:15,16
7:18 8:24	241:19	bids 163:2	38:2	199:7
139:15	299:22	168:21	40:11	258:14
148:2,4	324:17	169:10	blur 202:5	296:13
149:10	better	183:5	board 26:2	306:21
197:7	13:17	191:25	27:12	310:17
201:3,5,2	24:11	273:23	28:2	327:25
2 226:6	144:11	323:20,25	41:18	boardroom
296:18	197:11	324:11,15	46:6,8	204:14
326:20	200:19	326:5	50:9,15	310:1
329:20,21	267:3	328:12,16		boards
				160:11

195:24	Bonwick	17,24	3,18,22	ng 275:10
196:3	2:10	202:14	312:1,2,7	Branch
boat 104:15	3:12,20	203:7,10,	,10,15,20	228:19
body 173:25	4:7	19,23,24	,23	breaches
181:18	46:21,25	204:9,18,	313:3,6,1	87:3
bonus 42:21	48:3,19	25 205:2	8,21	break 80:24
43:13	51:11	221:25	314:8,13,	82:9
52:20	52:9	243:12,23	17,18	152:9
53:10,13,	135:23,24	244:22	315:10,15	224:5
24	136:4,5,9	245:24	,21,22,25	277:11
54:2,5,8,	,13,20	246:5,22	316:1,3	Breedon
23	137:2,14,	248:2,9	317:12,13	2:19 3:8
56:7,25	21	251:4,13	318:7,17	4:8
57:16	138:1,9,2	252:9	319:20	33:14,15,
58:5	0	253:18	320:5,13	16,21,24
59:20	139:2,12,	254:8	321:10	34:4,11,1
155:24	17,24	256:24	349:3,8	6,22
156:1	140:6,12,	260:13	Bonwick's	35:1,5,11
157:1,16,	18,24	290:21,22	44:15	,23
22,25	141:2,8,1	291:1,4,5	47:19,23	36:4,10,1
160:21,23	2,19,22	,6,17,21	49:4,8	8,21,22
161:2,4	142:3,14,	292:6,10,	217:21	37:2,8,13
214:9,11	19,23	17	245:6	,18
216:10	143:5,15,	293:2,6,1	303:13	38:4,11,1
bonuses	18,22	5,20	books	8,24
25:16,18,	144:11,15	294:2,18	131:19	39:2,7,12
21	145:1,5,1	295:3,6,1	borrow	,19,25
26:2,6,14	2,18,23	1,17,23	327:18	40:4,8,16
,18,21	146:5,10,	296:7,23	330:3	,23
27:8	19,22	297:16	borrowed	41:5,9,13
43:1,4,20	147:8	298:4,8,1	328:4	,22
,22	148:1,12,	3,18,19	borrowing	42:4,8,12
52:21,23,	22	300:11,20	328:13	,14,19,25
25 53:20	149:3,11	301:24	330:13	43:7,12,1
54:14,17	154:14	302:2,11,	331:10	5,20,25
55:23	166:4	15,21	bottom 37:3	44:4,10,1
58:13,18	179:2	303:17,22	56:21	4,17,22
59:17	194:5,14,	,24,25	117:2	45:6,10,1
60:1,5	15,16,25	304:8,18,	131:25	5,20,25
137:15	195:3,9,1	25	264:7	46:7,11,1
156:17,21	9	305:4,22	285:19	8,24
,23	196:1,6,1	306:10,19	287:24	47:5,12,1
157:4,9	0,17,20	307:2,12,	348:23	5,22
159:3	197:15,18	20,25	boundaries	48:1,6,10
160:8	,22	308:3,10,	253:22	,16,20,25
161:2,3,1	198:1,5,1	15,21,25	box 183:14	49:6,17
4 214:22	1,20	309:4,21,	brainstormi	51:8,10
216:4,20	199:12,17	25		60:14
217:4	200:4,10,	310:3,6,1		150:1,19
	15	4,23		
	201:3,12,	311:8,9,1		

152:4,6	0,14,21	95:1	323:17	258:15
166:13	338:9,13,	98:17	334:20	297:2
298:1	16,19,22	112:14	335:22	306:12
318:25	339:1,4,1	117:16	338:25	Brown 20:1
319:4,7,9	1,16,20,2	118:7	346:21	78:17
,17,18	3	120:12	348:13,20	79:10,14
320:16,17	340:1,5,9	122:5	349:15	81:14,24
,22	,12	126:4,11	350:10	82:20
321:1,5,9	341:2,10,	129:12	351:3	83:1,7
,12,16,20	14,17,21,	139:22	bring 47:20	84:4
,23	25	142:21	98:14	85:14,23
322:1,3,6	342:5,14	145:16	115:7	86:9,11
,7,13,15,	343:4,5,7	146:1,17	116:21	87:10
18,21	,10,15,18	149:21	118:5	88:3,10
323:2,6,1	,21,24	151:12	122:3	89:8
0,15,19,2	344:2,4,8	156:10	126:2	90:25
3	,12,13,23	159:18,22	129:10	91:23
324:8,13,	345:1,5,8	161:19	134:14	93:2
19,23	,12,18,24	170:12,17	145:12	181:16
325:1,4,7	346:3,9	183:9	146:24	218:9,15,
,12,17,20	Breedon's	199:15	181:14	19
,24	35:19	203:15	203:11	219:2,9,1
326:3,10,	Brian	207:2	269:6	3,21
14,18,24	77:15,21	213:15	270:21	Brown's
327:4,7,1	78:8,9	214:6	280:25	84:6 86:1
1,14,21,2	132:7	217:8	286:11	89:19
4	213:18	219:17	287:11	brutal
328:3,8,1	250:6	220:6	297:17	87:10
0,15	254:11,23	221:9,22	300:6,16	budget 95:9
329:12,13	255:17,19	223:15	302:10	building
,18,23	269:11	224:17,24	305:13	7:24
330:2,7,1	270:12	233:14	310:25	71:16
4,20,23	349:21	244:1	314:2	72:4
331:4,9,1	brief 15:1	245:8	bringing	146:2
2,14,17,2	16:6	247:14	15:4	bullet
2,25	18:10,15,	250:25	broad	64:17,22
332:3,6,9	20 19:7	259:15	240:14	109:17,19
,12,16,20	34:9,20	260:8	broke	264:4
,24	35:9	267:12	222:15	275:2,3,5
333:1,7,1	37:6,16	270:23	brother	276:7,22
0,13,19,2	42:23	274:15	260:2	bullets
2	44:8	276:18	brought	316:6
334:1,6,8	60:12	281:2	105:10	bunch 85:15
,14,17,22	64:14,19	284:23	112:11	burdens
,25	67:23	286:14	126:18	129:3
335:3,8,1	70:3	287:4	138:11	business
1,16,19,2	75:19	288:6	161:22	60:16,19,
4	84:12	297:19,24	210:25	
336:10,14	88:24	300:18	239:25	
,18,22	93:10	308:8		
337:2,6,1		311:20,25		

20 93:22	299:7	238:8	352:3	8:12
94:3	308:23	carboned	cases 55:11	15:25
198:3	cancel 52:7	115:20	299:9	17:3
211:21	cancelled	career	cash 324:1	19:16
218:5	212:18,19	143:13	325:8	25:16
263:12	cancelling	196:7	332:13,18	26:1
264:4	213:2	199:18	333:1	32:6,12
265:19	306:16	201:8	334:3	59:9
266:2	307:5,9,2	227:8	336:6	62:13
267:25	3	careers	339:24	125:11
315:2,5	candidate	226:19	340:14	156:16
busy 202:11	142:9	careful	344:18	160:22
307:15	147:4	carried	catch 117:3	162:4
buy/sell	candidates	229:8	category	209:18
32:12	295:14,18	Carrier	50:18	245:3
33:5	CAO 77:19	228:25	185:15	262:2
buy-sell	123:10	227:25	243:3	268:13
138:5,16	143:25	229:15	284:13	271:5
<hr/>	144:1	292:3,14	cause 88:10	296:13
C	181:16	294:4	92:24	certainly
<hr/>	199:25	301:19,22	125:11	40:5 41:6
CA 292:6	213:3	303:4	197:18	55:22
calculate	218:10	carry 150:6	241:17	92:9
9:25	219:13	293:13	caused	177:24
calculating	233:23	303:21	147:20	194:20
155:21	253:5	carrying	CBB0000154	195:22
calendar	259:6,9	150:7	5:5	204:22
212:2,12	260:19	case 20:15	CBB154	205:12
349:24	265:23	38:25	25:13	208:12
camera	292:3	43:21	42:20	216:5
192:10	293:9,12	44:1	156:8	228:15,21
193:7	295:19	45:15,16	CBC 142:5	,25 231:7
263:8,10,	300:23	46:1,2	centred	232:4
18,21,24	CAOs 299:9	54:19	311:2	247:25
264:1,3,8	capacity	70:7	CEO 137:10	259:9
,10,12,16	137:21	95:25	143:2	266:23
,17,19,24	138:10	134:6	144:4	277:7
265:1,6,2	139:13	135:19	163:25	279:18
0	142:23,24	240:21	195:1	289:8
267:4,16,	,25 145:2	241:6	196:23	291:10
21,24	196:22	266:6	256:1	293:25
268:1	228:22	274:5	270:2,13	300:12
338:4	231:8	284:14	312:5	323:10
340:19	249:14	299:13	313:24	337:17
campaign	capture	310:9	314:20	338:5
291:23	224:25	314:2	certain 6:6	certainty
304:2	captured	350:1		131:22
Canada 34:7				Certificate
				4:17
				Certified

137:24	92:20	130:21	,21	92:8,12,1
356:20	challenges	264:22	65:5,17,2	7
cetera	294:25	charged	2,25	93:1,4,12
51:25	295:1	20:21,24	66:3,13,1	151:14
69:21	challenging	charges	6,21	179:18,22
275:14	69:10	113:8	67:5,10,1	,23
283:9	227:8	228:11	5,18,25	193:25
286:19	301:15	charging	68:5,9,13	194:3,4,7
287:23	Chambers	8:3	,20	205:3,14,
CFFO 199:25	1:18	Chartered	69:3,13,1	16,17,19
CFO 7:23	chance	137:24	6	206:7,17,
17:7	103:3,6,1	check 17:5	70:5,17,2	20,23
139:3	6 253:11	40:20	4	207:8,12,
163:18,25	300:21	41:4	71:17,20,	16,21
180:20	change	checked	24	208:3,7,9
CFO's	31:11	222:24	72:3,6,11	,17,22
137:11	41:11	Cheno 194:1	,18	209:7,15,
CGA	42:6,10,1	Chenoweth	73:3,7,12	24
33:22,23	1 103:24	2:16	,16,23	210:6,10,
Chadwick	132:6	3:9,21,23	74:2,6,10	14
242:23	150:24	50:21,24,	,11,16,22	211:1,6,1
259:22	163:14,16	25	75:1,12,2	2,19,25
chain	185:25	51:3,4,5,	1	212:4,7,9
28:22,23	218:8,14	14,18,22	76:2,7,11	,15,25
34:23	226:19	52:5,17	,15,19	213:5,8,1
38:6	333:6	53:2,8,14	77:1,25	2,17,24
244:4	changed	,18,23	78:3,10,2	214:4,8,1
chair 89:2	42:15	54:1,4,7,	1,24	6,19
144:2	150:21	10,25	79:3,12	215:1,11,
163:18,25	changeover	55:6,12,1	80:12,20,	14,17
164:22	230:4	7,21	24	216:1,3,9
165:1	changes	56:5,12,1	81:1,5,9,	,14,19,22
195:1	108:3	6,19,20,2	10,15,21	217:2,6,1
196:5	118:1	3	82:4,10,1	0,20,25
199:23,25	chapter	57:2,8,13	5,16,25	218:4,7,1
210:17,23	317:22	,18,23	83:6,11	2,17,25
270:5	318:13	58:3,8,12	84:1,8,16	219:5,11,
285:7	characteris	,16,20,25	,23	15,19
312:16	tics	59:5,10,1	85:3,10,1	220:3,8,1
313:23	228:25	4,24	1,22	2
chairman	characteriz	60:3,9,14	86:4,7,13	221:6,11,
59:6,11	ation	,24	87:1,7,8,	14 222:25
312:15	29:2	61:6,10,1	14,18,20,	224:11,22
314:19	characters	62:4,7,20	21	225:3,12
chairs	225:23	63:3,16,2	88:6,15,1	318:20
181:16	charge 21:4	0	8,19	348:24
challenged		64:1,8,16	89:1,12,1	350:14,22
			7,18	352:1,4,1
			90:8,13,1	9,21
			7	353:6,7,1
			91:5,9,18	8,21

354:5,13, 19,20 355:3 356:3,11 cheque 48:8 161:8 cheques 45:17 48:3 161:9 chief 1:7 106:9 226:20,25 child 238:20 children 227:22 241:18 choice 53:9 147:24,25 chose 101:14 chosen 42:1 125:15 Chris 227:25 229:15 301:21 chronologic al 256:20 Cindy 3:5 7:2,7,16, 21,25 8:5,10 9:1,8,13 10:8,17,2 2 11:3,9,15 ,18,22 12:4,9,14 ,18,23 13:6,16,2 5 14:12,15, 19 16:16 17:1,9,14 ,18,24	18:24 19:20,24 20:13,23 21:6,22 22:8,18 23:3,12,1 6,21,24 24:3,10,1 5,23 25:6,11,2 3 26:8,12,1 7,23 27:4,17,2 2 28:5,8,13 29:3,11,1 9,25 30:13 31:3,9,18 32:5,16,2 2 33:2,8,20 ,23 34:2,6,13 ,25 35:3,6 37:1,12 38:1,10,1 7,23 39:1,5,9, 16,22 40:3,6,15 ,22 41:3,8,12 ,20 42:2,7,9, 13,17 43:6,8,14 ,17,23 44:3,13,1 6,20 45:4,8,13 ,19,23 46:4,9,17 ,23 47:3,8,14 ,21,25 48:5,9,13 ,18,22 49:2,12	50:3,12 51:13,17, 21 52:2,15,2 4 53:5,12,1 7,22,25 54:3,6,9, 22 55:5,10,1 5,20 56:1,10,2 2 57:1,6,11 ,17,22 58:2,7,11 ,15,19,23 59:1,8,13 ,23 60:2,7,23 61:5,9,15 ,20 62:3,6,11 ,24 63:11,18, 24 64:7,17 65:4,15,2 1,24 66:2,9,15 ,20 67:4,9,14 ,17,21 68:4,8,12 ,19 69:2,9,14 70:1,15,2 1 71:3,19,2 3 72:2,5,9, 17,25 73:6,10,1 4 74:14,19, 25 75:10,17, 23 76:1,4,8, 10,12,18, 25 77:8	78:2,6,7, 19,23 79:1,5,18 81:14,19 82:1,24 83:4,10 85:20 86:3,6,12 88:4 94:1,5,9, 13 95:7 96:2,7,21 97:11,16, 21,23 98:2,8,21 99:1,5,10 ,14,20,25 100:11,16 ,23 101:5,9,1 5,20,25 102:7,14, 24 103:7,11, 17,23 104:6,10, 16 105:1,6,8 ,13,16,22 106:2,7,1 2,15,18 107:1,6,9 ,14,23 108:7,13, 16,25 109:4,10, 15,21 110:3,11, 18,21 111:4,16, 22 112:4 113:2,4,1 0,24 114:7 115:6 116:6,17, 25 117:18,21 118:3,18, 21 119:18,23	120:9,25 121:15,20 122:1 123:1,12, 19,24 124:7,17, 21 125:3,5,8 ,13,18,23 126:16,20 127:12,16 ,20 128:2,11, 18,21 129:1,8 130:18 131:3,8,1 4,21 132:2,5,1 0 133:1,17 134:5 135:4,9 136:7,11, 19 137:1,13, 20,23 138:7,17 139:1,11, 16,20 140:5,10, 17,21 141:1,7,1 0,17,21 142:1,12, 18 143:4,10, 17,21 144:9,14, 21 145:4,10, 22 146:4,9,2 1 147:7,22 148:11,20 149:1,9 150:8,11, 13,16,25 151:8,22 152:2
--	---	--	--	--

Cindy's 76:16	247:25 348:14	78:20,22 119:21 124:1 125:9 134:14 144:12 148:2 166:3 173:9 202:21 306:20 317:18	36:24 111:8 166:14	7:12 8:8,17,22 10:14 12:11 15:7 17:7 20:7,19 21:3,20 23:10 24:8 25:15 27:10 28:24 34:1 36:24 39:4,20,2 1,23 40:14 41:7 42:5,13 43:5 44:19 46:20 47:2,7,15 48:12 49:10 51:20 52:14 59:6,7,20 60:21 61:3,13 77:17 81:25 83:2,8 85:18 87:25 89:4 96:5 106:5,16 107:4 116:22 138:3 140:9,13 142:10 144:4,5 145:8 147:16,24 148:3,4,1 6 150:5,20 152:25 154:17,20 ,22
circle 126:1	Clark 350:17,24 351:17,20		colleagues 103:25 203:3	
circulate 181:5	class 241:9		collected 119:3	
circulated 6:22	clause 32:13,25 33:6		collection 10:25	
circulation 180:19,23	clear 66:4 74:5 88:10 91:15 95:13 169:7 231:6 251:15,24 256:3 290:10 302:5 341:1 344:4,22, 25 345:13	closed 30:15 54:16 215:8 333:18 351:16	Collingwood 1:2,17,20 2:18 8:18 15:9 19:1 20:9 124:19 139:19 148:17,24 166:23 201:22 202:2 217:23 218:2 225:22 227:4 228:9 229:22 232:24 233:15,22 234:24 249:6 253:2,3,6 254:10 259:10,20 291:19 292:4 299:13 317:7,21 318:3 336:6 339:13 341:1 342:25	
circumstanc e 68:17 303:20		closely 101:24		
circumstanc es 51:24 55:25 68:15,22 69:4,6 72:7,22 138:22 147:20		closing 9:17 10:7,10,1 2,13,16 11:1,10,2 1 12:6,13,2 1 13:4 15:14 54:20,24 55:4 59:3 68:11 69:19,25 78:13 83:21 85:13 108:12 115:22 119:12,17 ,21 123:5,6 124:15		
citation 287:13	clearly 18:25 30:14 55:6 57:15 70:11 147:14 211:3 286:7 289:13 293:7 301:14 318:12 329:8 344:18 345:14,19			
cited 92:22				
citing 89:4				
city 313:9,22 314:19				
CJI0006676 5:13 129:10				
CJI0007951 5:20 262:24				
CJI0009080 236:13				
CJI9668 287:12	clerk 253:2			
clarificati on 350:7	clients 67:7	code 233:15,21 234:10,23 235:1,3		
clarified 181:3	close 13:1 30:18 41:16 55:8 57:5 58:1 68:23	cognizant 321:20		
clarify 16:21		colleague		

160:2,11, 12 165:24 167:4,17 195:7,21 201:8 202:1 211:16 217:14 218:1 219:20,24 258:14 259:4,23 260:15 261:3 264:6 265:24 266:1,6 267:8 285:7 326:7,11 327:18 331:12,19 336:25 340:24 347:9,17 348:5 351:24 Collus's 8:24 39:23 column 130:16,20 131:25 146:13,14 ,20 columns 131:7,11 combined 295:21 comes 37:20 190:17 223:1 239:9,22 260:12 296:19 comfort 30:8 comfortable	66:23 104:9 coming 6:14 26:18 78:17 79:11 125:1 133:8 135:10 139:3 186:11 204:12 231:6,17 251:16 267:17 269:8 281:13 298:8 303:19 326:7,15 330:25 331:10 332:13 337:8 343:8 commanded 69:1 commenced 227:15 commencing 6:1 comment 31:20 57:15 62:18 68:14 69:8 110:20 113:16 127:9 133:20 138:12,24 188:6 230:15,17 commented 78:15 145:18 comments	61:24 62:21,25 63:4 78:11 83:16 93:18 105:24 110:1 138:12,14 149:12 164:4,10 195:11 229:12 309:6 310:25 commercial 134:13 Commission 353:9 commissione r 233:16 234:4,5 commitment 77:18 104:1 306:23 common 90:19 137:18 225:24 237:16 239:8 292:25 communicati on 254:7 292:22 communicati ons 136:18 154:14 200:25 204:11 247:1 249:16 250:18 253:22 254:3,4 317:2	communities 140:4 community 51:25 149:5 197:20 201:10,15 239:22 296:4 313:14,16 317:5,10 companies 22:4 259:4 348:5 company 20:20 41:1 44:15 49:15 71:15 74:21 89:6 92:23 101:1 107:17 112:22 113:11 124:19 143:11 150:15,17 ,21 244:14 246:3,6,1 3 249:5 253:13 347:17 compare 196:2 324:20 347:22 comparing 315:6 comparison 196:3 comparisons 129:7 compensatio	n 7:14 Compenso 44:12,15, 19 77:9,16 141:15,24 150:3,7,1 0 246:6 316:20 317:1 competent 143:19 145:3 competing 93:20 Competitive 283:8 compilation 184:5 complete 11:21 12:8 55:19 68:2 127:10 160:25 199:2 214:23 215:21 222:13 328:25 completed 11:4,8 69:24 84:6 206:4 completene s 66:5,6 completing 78:11 155:20 completion 79:16 160:24 complexity 242:10
---	--	--	--	---

compliance 241:15	30:5 61:24 85:8 101:3,10 104:11,14 114:15 193:19 209:25 259:6	conditions 15:25 16:1 19:16 20:5 235:2	279:9,14, 19,20 280:2,9,1 1 298:21	conscious 303:1
comply 15:25 19:15 59:19	concerning 47:19 86:24 184:3 274:12	conduct 41:24 82:20 83:22 233:16,21 234:10 291:12 296:2	confirming 15:8 16:23 249:23	consensus 209:21 210:1,16, 18,23 211:8 279:3
component 8:21 9:12 75:11 188:5,18 324:2,4 325:8 327:15 332:14 333:2 334:4 339:24	concerns 61:22 64:3,24 67:16,19 105:5,10 106:5,20 196:13 228:9 256:22,23	conducted 97:4 143:7 144:18 198:3 231:23 263:14	conflict 232:13 233:8 236:2,5,6 ,14 237:2,6,1 6,17 238:2,8,1 6 239:1,4,9 ,24 240:3,12, 13 241:14,21 242:2,25 243:2,5,1 6 268:19	conservatio n 32:6
components 185:5,13 186:24 187:7 188:23 191:17 324:1,10 325:5	conclude 91:1 168:23	confidence 101:13 146:6 296:3 305:5,10, 17 306:4	conflicts 235:20	consider 137:8 138:4 145:2 193:10 260:14
composite 141:8	concluded 91:1 168:23	confidentia l 181:24 193:14,18 216:24 264:12 320:20,24 321:3	confrontati onal 79:23 81:11,12 82:20	considerabl e 143:1 242:8
computer 19:25 79:7,22 289:23	concludes 149:11 204:25 240:8 352:12	confidentia lity 179:6	confused 54:11 58:21 147:10	considerati on 23:5 54:19 210:8 226:20 237:4 293:17 336:19
concept 52:6 145:8 210:12 301:8 306:11	conclusion 73:19 74:12,18 79:15 80:17 88:14	confirm 17:2 153:21 221:23 255:2 283:17	confusion 348:14	considerati ons 60:5 289:16 336:7 339:9,17
concern 8:19 49:9 62:5,9 66:5 100:19 127:5 231:7 294:4 295:8 298:23	conclusions 240:10	confirmatio n 271:4	connected 6:11 83:17	considered 86:16 87:23 88:1 110:6 205:7 237:13 266:11
concerned	concur 215:12 218:22	confirmed 141:23 181:10	connecting 204:4	considering 334:10
	condition 20:7 83:20		connection 43:2 83:19 220:21	consistency 249:15
				consistent 168:25
				consolidati

on 39:23	contemplate	85:10	on 240:3	95:15
constantly	s 156:16	87:7,20	contributio	96:1
306:16	content	88:18	n 206:18	199:23
construct	80:21	89:17	240:6	226:1
212:2	93:4,7	100:9	control	228:3
constructed	109:23	115:18	32:7	242:23
138:15	120:1	117:11	163:5	243:15
consultant	173:6	118:14	229:8	249:17,25
12:12,16	225:13	122:12	controversi	250:5
142:6	226:10	128:7	al 301:14	254:21
143:1	287:8	130:8	convened	259:19,25
296:11	298:20	132:20	276:1	260:13,18
297:3,8	contentious	154:4	conversatio	261:1
299:5	90:4,6	203:23	n	262:17
300:7	200:14	236:25	65:12,16	285:12
301:8	210:5	244:9	70:23	291:24
340:19	contents	261:13	71:1,18	292:8,9,1
consultants	3:1 4:1	280:20	80:2 99:7	3 295:20
128:12	176:18	282:10,18	102:3	296:2
294:9	context	298:18	111:2,18	297:5
consultativ	17:16	303:24	228:18	301:7
e 63:5	27:25	312:1	245:21	cooperation
consulted	248:12	314:17	247:14	356:16
63:15	continue	315:25	248:1	cooperative
consulting	10:21	317:12	261:24	200:12
62:15	15:9	322:6	278:19	coordinate
63:13	16:24	329:12	299:23,25	297:4
140:14	19:1	343:4	333:5	copied
280:11	46:21	344:12	344:19	116:3
299:1	49:24	351:12	conversatio	121:14
contact	79:21	353:5	ns 76:9	171:5
37:10	108:19	354:19	77:5 80:7	175:22
contain	174:10	continues	119:2	177:25
271:3	225:9	350:22	348:7	181:16
contained	298:9	continuing	convey	copies
76:20	319:11	49:10	101:2	119:8
293:11	continued	61:12,18	103:14	174:24
contains	3:6 7:4	88:12,13	104:13	copy 27:2
175:5,10	14:23	108:11	conveyed	169:24
contemplate	18:7	221:5	100:19	175:1
d 19:23	24:25	contract	103:13	243:18
21:20	26:25	39:14	121:1	Corp 346:16
25:3	28:17	40:1	Coop 301:6	corporation
156:24	36:21	45:16	Cooper 2:12	2:8,22
157:14	50:8	47:23	15:6,21	8:15 9:22
contradicto	56:19	contradicto	16:23	107:21,22
ry 240:21	74:10	ry 240:21	94:25	108:2
309:6	81:9	contraventi		181:17
contraventi	82:15			

corporation	171:6,7,1	293:18	127:6	235:7
s 241:18	1,17	294:9	130:10	268:16
correct	172:19,25	304:10,24	132:24	293:22
7:16,21	173:14,22	306:18	229:18,23	295:7
8:5,22	174:14,15	310:1	231:17,24	301:13
9:2 12:4	177:10	318:16	232:23	337:22
14:7	179:3,8,1	322:20	234:24	councils
19:19	2,13	326:23	235:13,22	226:24
21:7 24:9	183:21	327:13	236:5	295:7
25:11,22,	184:7,15,	335:18	237:11,13	299:7
24 26:16	24	336:17	239:2,10,	Council's
34:3	185:3,9,1	337:11,13	11,23	156:21
36:25	8	,25	240:4	263:8
39:6	186:1,4,5	338:2,21	242:1,3,5	counsel
41:21	,25	341:20	,22	2:3,5,10,
44:21	189:5,8,2	344:15	258:17	14
45:5	3	345:11,17	261:2	6:14,24
46:16,23	190:2,5,9	,23 352:7	262:23	35:15
47:4	,12	356:20	263:2	36:13
50:13	191:18,21	corrected	264:8	94:25
51:13	192:24	90:10	265:14,25	108:10
58:7	193:2,20	278:11	266:13	140:14
59:12	194:24	corrections	268:14	149:13
60:22	195:2,8	153:19	294:1	167:15
66:8 67:8	196:9	correctly	296:13,18	172:5
68:11	200:3	213:11	299:15,16	178:12,23
83:5	206:22	296:15	,17	239:17
85:21	207:7,11,	corresponde	300:22	259:20
96:3,8	15,20,21	nce	301:1,13	counting
101:20,25	208:1,2,5	60:15,16	303:3	295:25
103:17	,7,8,15,1	243:19	304:4,14	couple 20:5
106:15	6,21	250:5	305:1,2,4	51:7
107:5	209:12,23	253:11	,9,12,16	70:11
116:19	210:9,13	cost 20:15	318:14	88:20
128:16	211:5,11,	21:15	334:9	94:16
131:10	18 214:18	30:21	336:12	109:24
153:4,6,1	216:25	47:13	338:3	136:13,17
2 158:15	217:1	69:10	340:13	137:4
161:8	218:3,11	131:1	341:4,25	144:23
162:8	219:4	cost-free	343:11,14	182:20
164:2,15,	220:11	104:1	,16	186:18
25	227:17,20	costs 20:14	344:5,6,1	204:13
165:9,16,	,23 239:8	21:5,12,1	3	241:12
17	241:3	7,21	345:20,25	259:18
167:1,13,	242:19	22:3,25	346:6	270:19
20,21	247:9	23:14	350:24	271:24
168:17,18	249:2,7	council	351:21	283:2
169:2,11,	250:3	1:18	Councillor	320:17
12,18,19	265:2,12	councillors	263:9,10	course
170:1,4,5	285:10		councils	
,24	292:5,16			

32:18	00001 5:7	51:3	51:25	293:12
35:23	CPS0009196_	94:21	damaged	305:1
52:22	00001 5:9	98:6	49:4,16	310:4
76:16	116:21	136:4	darker	311:12,16
100:20	CPS05646	166:12,19	318:13	318:12
178:4,25	181:14	180:11	data	days 12:25
185:25	CPS2342	182:22	9:14,16	130:24
240:17	274:11	194:14	date 11:1	186:3
295:12	CPS3132	205:16	12:6,13,2	189:25
353:8	64:12	225:10,19	1	211:23
court	CPS5544	269:1	30:15,16	232:22
224:13	270:21	291:4,9	52:1	272:16,21
295:1	CPS6920	320:16	66:18	273:10
298:2	280:25	353:5	104:2	deal 6:4
311:12	CPS6971	cross-	118:23	13:14
courtesy	18:8	examine	126:8	30:18
314:23	CPU 130:17	166:14	151:15,20	36:5,11
352:22	craft 317:3	cross-	,21 162:1	99:16
cover	created	examines	190:22	135:2
174:18	201:21	49:20	214:12	149:7
175:12	286:22	93:16	252:6	199:18
269:6	creation	cumbersome	334:16	225:11
covered	202:18	223:8	350:2	324:3
207:2	criteria	cumulative	dated 37:20	dealing
CP 145:13	200:23	50:2	109:6	13:19
CPA 33:23	209:19	curious	174:18	134:8
137:22	284:4	31:16	dates	230:25
CPGA 137:22	critical	79:13	279:7,8,9	232:9
CPS0003130	49:9	288:13	,14,19	290:5
5:10	296:9	299:3	280:3,8,1	294:14
118:5	304:3	current	0 348:14	324:4
CPS0003132	343:18,24	117:25	date's	339:8
5:6	346:5	119:3	115:10	dealings
CPS0005544	cro 247:23	120:17	David 89:2	291:11
5:21	cross	currently	199:23	deals 44:11
CPS0005646	222:14	111:18	day	235:4,19
5:16	cross-	CUS 351:24	31:11,25	346:15
CPS0006920	examinati	Customer	70:22	dealt 129:3
145:14	on	281:18	71:6,7	186:9
199:13	3:8,9,10,	287:22	99:6	328:16
CPS0006971	11,12,17,	cutting	100:1,12,	Dean
5:4	18,19,20,	238:13	17 187:12	26:8,19
CPS0009048	21	cycle 295:7	222:15	52:25
96:14	4:5,6,7,8	<hr/>	230:19	53:20
CPS0009048_	33:12,14	damage	244:21	58:23
			249:24	157:1
			254:7	186:11
			259:1	187:13

188:12	318:14, 15	defines	253:16	353:24
254:22	338:8	238:14	depended	describes
257:24	347:21	definitely	124:14	17:21
258:1	decision-	25:7	dependent	162:4
312:16	making	108:17	43:10	describing
349:20	121:12	112:6	242:10	86:1
debt	237:7	210:4	depending	161:6
228:9, 16,	decisions	definition	299:10	248:3
21, 23	305:25	316:14, 17	depleted	description
229:1, 8	306:3	317:16	326:21	5:2 55:8
231:1, 7	declaration	degree	depute	250:17
331:19	240:1	228:10	313:3	272:25
debt-to-	declare	306:23	deputy	297:14
equity	240:17	dejected	199:24	designed
327:22	declined	71:21	228:2	63:19
decades	161:14	74:23	254:7, 22	desire
166:25	dedicated	delete	255:10	139:7
211:17	143:11	172:18	292:7, 13	149:5
212:10	deduction	deliberatio	349:20	desk 310:10
December	27:21	ns 258:13	derived	detail
10:3	95:4, 16	321:2	201:21	110:8
104:23	96:20	deliver	describe	111:2
106:4, 9	346:16	195:14	67:11	112:5
234:6	deductions	313:20	200:6	121:10
235:12	27:14	delivered	211:15	170:7
350:17, 24	56:3	155:9	217:15	detailed
decide	95:23	261:18	251:3	108:24
41:10	deem 138:10	313:12	described	118:16
180:3	deemed	delivering	25:10	119:16
decided	238:3, 5, 7	169:16	52:10	315:3
102:15	, 15, 21	delivery	57:10	details
113:1	327:25	313:17	63:21	111:23
180:4	deeming 8:3	demand 32:7	66:6	315:5
191:7	deeply	demonstrate	68:25	342:24
199:3, 7	147:23	123:15	69:7 71:2	determine
226:19	defamation	241:14	72:12	9:17
278:23	233:9	305:17	75:5 77:4	120:18
deciding	defer 36:7	314:1	78:5	336:15
275:12	deferred	demonstrate	86:22	determined
305:12	259:8	d 308:4	91:21	13:3
346:6	define	department	119:16	determining
decision	237:16	26:18	162:23	120:6
47:23	defined	130:21	211:13	199:1
99:24	253:16	259:3	215:4	developed
102:5, 19		depend	216:16	70:18
103:2, 15			217:11	
121:17, 25			218:8	
193:1			219:8	

DFA 126:21	101:11	106:10	311:4	discussion
DFA0000039	130:5	113:8	314:2	10:14,20
5:12	204:7	125:22	disconnect	24:18
126:2	307:16	351:24	304:15	36:23
dictates	328:22	directors	305:6	48:23
243:16	329:8,18	89:4	discontinui	99:23,24
diem	difficultie	299:9	ng 128:14	100:2,4
95:18,20,	s 25:9	disadvantag	discovered	101:23
24 96:17	difficulty	e 24:7	173:11	102:2
158:2	89:23	disagree	177:8	162:14,21
dif 30:7	214:1	128:22	discretion	163:1
difference	226:12,13	182:4,12	6:17	191:24
30:15	235:1	333:23	discuss	192:6,8,2
differences	241:17	disagreed	64:23	2 193:4
98:13	312:18	128:22	104:4	207:25
299:20	329:1	disappointe	121:10	248:13
different	direct	d 135:15	187:7	251:11
30:7	107:12	304:11	244:14	267:7
54:23	198:18	318:5	264:20	272:5,25
74:8 82:8	238:2,6,1	disappointi	275:10	273:1
88:14	4,19	ng 305:16	276:2	274:1
100:12,17	351:14	disappointm	discussed	276:8
128:9	directed	ent 318:9	50:16	277:7
133:19	121:13,24	disbursemen	52:20	291:23
137:6	167:23	t 294:5	107:15,18	296:20
141:4	175:2	disclose	135:7,10	297:6
151:6	directing	179:11	185:5	300:1,13
204:13	63:22	253:5	186:4	301:12,20
256:22	direction	315:21	190:8	310:9
292:18	74:20,24	316:3	192:14	316:9
293:4	199:9	321:6,10,	210:25	337:19
294:24	200:24	13 322:23	211:3	338:2
299:2	210:23	disclosed	258:16	340:22
304:19	218:14	36:16,17	264:24	348:4
307:21	286:4	248:9,24	267:6	352:1
324:15,21	292:19	252:11,14	274:7	discussions
differently	296:13,14	,18 264:6	275:22,23	9:4
188:5	300:4	265:24	289:1	12:6,11
328:17	305:7	disclosure	348:2	52:9,10,1
difficult	directions	6:23	discusses	2 61:11
49:13	6:25	66:12	160:6	107:3
63:12	174:21	244:16	349:18	108:1,6
69:15	directly	246:2	discussing	122:25
81:20,24	7:24 71:5	253:1,13,	7:9 11:13	208:10,12
82:3,5	77:21	17 260:15	17:15	,13,19
83:1,8	78:9	265:25	28:25	210:3
85:14,17	103:8	266:9	162:11	239:9
86:11,23	105:4,12		265:1	258:15
				268:6
				299:20
				305:19

338:4 disinclined 6:9 display 185:20 displeasure 130:14 disrespectful 291:11 dissolving 108:3 distinct 290:10 distribute 187:16 188:1 distributing 169:25 distribution 249:5 283:8 dividend 9:23 10:1 30:19 328:6 330:8,11, 21 331:2 dividends 8:11 diving 83:21 document 13:8 14:25 17:20 19:5 25:13 27:6 42:21 64:12 75:5 88:21,22 94:23 96:13,19, 23 97:9 126:25	127:15,22 ,24 128:1 158:9 160:6 161:17 205:23 231:18,20 ,21 234:22 235:11,18 236:13 250:16,21 252:24 260:3,5 261:5,16 262:24 263:6 271:1 280:8 286:12 287:11 290:6 322:22 323:8 333:20 346:13 349:13 351:1 documentati on 294:7 documents 96:13 130:5 136:23,25 250:14 341:22 351:25 354:24 dog 257:12,14 313:9,25 314:22 dollar 39:17 49:21,22, 24 214:9,10 dollars 45:18,21	140:1 294:8,23 298:25 done 11:5 20:14 30:19 48:11 57:16 59:2 71:10 107:12,20 116:18 121:18,21 124:2,12 133:24 164:7 177:4 206:15 253:14 259:8 275:10 281:12 289:6,18 320:9 doorway 100:1 double 114:20 Doug 161:3 199:24 dozens 300:14 draconian 240:5 draft 133:18 134:8,12 162:20 163:9,17, 24 164:4,9,1 0,17,21 180:19 251:20 252:7 335:5 drafted 15:16	drafting 134:11 drag 356:6 draw 80:17 280:8 drawing 285:6 drive 23:7 140:15 drop 303:15 dropping 136:21 due 69:11 240:6 277:1 during 79:4 121:12 144:23 147:14 178:8 185:25 215:19 226:11 232:14 234:11 257:20 287:17 289:23 295:6,21 298:25 303:25 311:13 353:8 duties 13:17 14:1,11 114:16 215:7 237:23 duty 240:17 303:2 dynamic 305:24 dysfunction 89:8,20 90:23	91:21,22, 24 dysfunction al 89:5 90:2,15 92:22,25 dysfunction alities 220:13 <hr/> E <hr/> EA 308:5 earlier 17:15,23 55:2 72:13,14 75:5 86:19 105:19 108:10 112:10 113:7 119:16 120:22 125:25 141:20 162:20 173:21 174:13 196:24 202:10 215:4 242:4 245:12 299:14 304:9 306:13 early 231:21 279:14 economic 139:15 economies 123:16 277:1 Ed 15:6,21 29:9 40:18
---	---	---	--	---

48:19	effort 58:6	269:5	175:22,23	employers
51:6	efforts	Electricity	176:8,14	241:19
57:20	54:15	112:19	177:1,24	employment
61:9	55:7	347:4	181:15	54:18
62:18,21, 24	57:20	electronic	243:23,24	75:15
65:7,13,1	58:1 83:2	175:1	244:4,12	87:23
6 77:22	86:2	element	245:7,13	227:15
78:8	204:21	130:25	246:1	employs
79:25	eight	elevation	249:23	303:3
105:6	204:6,7	146:11	254:8	en 187:22
106:19	283:4	eleven	260:1,13	enable
119:2	309:7	34:14	261:2	324:14
150:4	351:8	else 28:7	297:12,15 ,17	enacted
153:2	either	31:8 49:3	298:20	237:3
156:19	10:23	111:3,15	301:4,6,7	enacting
158:20,21	20:14	146:25	307:25	237:9
205:19	59:11	163:6	e-mail	encapsulati
254:21	84:24	165:20,24	28:23	on 156:3
259:2,8	109:9	179:17	29:5,7	encourage
261:3	141:14	223:2,4	emailed	22:11
271:2	165:6	246:19	261:17	23:7
349:20	179:7	281:13	emailing	encouraged
edit 133:20	200:22	298:12,15	35:13	61:1
Ed's 77:18	238:6	305:13	136:21	energy
education	265:2	309:16	emails 38:9	69:11
226:16	285:8	else's	93:23	70:12,22
Edwin 2:16	288:2	209:14	174:14	71:7
effect	298:11	email 29:25	259:25	107:17
226:19	305:7	34:23	291:13	145:21
229:12	307:16	36:22	296:8	276:13,25
234:20	354:8	37:4 38:6	307:4	277:9,15
235:10	elected	93:17	emotion	327:25
248:22	230:8	94:8	318:8	engage
253:14	293:13	109:14	employee	79:20
260:21	296:5	110:20	114:4	140:8,15
297:11	298:24	111:2	133:7	227:8
335:25	305:25	115:19	237:24	engaged
effectively	306:22	116:15	266:4	6:19
326:25	election	118:16	employees	engagement
efficiencie	229:6	119:7	98:23	30:3
s 123:16	293:10,18	120:1,10	112:20	301:18
248:16	295:7,13, 21 296:5	121:13	113:7	engaging
efficiency	298:22	170:3,20	259:23	142:11
228:11	301:14,15 ,16 304:1	171:10	260:15	enjoy 227:6
231:1,5	Electra	173:2,6,1 0,12,16,1 9	283:2	enlighten
232:12	183:1	174:4,20	285:1	
			287:22	

198:12	149:14	324:15	296:19	353:9
ensued	equal 209:5	evaluated	320:14	evidence-
163:1	283:12	329:10	everyone	in-chief
entail	347:6	evaluating	114:2	226:4
242:8	equation	184:22	209:13	230:19
entered	138:13	289:20	210:19	evident
252:9	equitable	343:25	223:2,4	79:9
entire	8:7	evaluation	281:13	296:4
270:9,14	err 224:14	146:11	327:9	exact
entirely	error 97:20	206:15	everything	184:13
82:17	177:4	329:7	118:23	334:16
299:15	240:6,20	evaluations	333:17	exactly
305:15	escrow	273:22	evidence	17:10
320:6	116:2,13	evening	7:11 47:6	219:10
328:19	especially	170:23	73:22	251:15
entities	140:3	187:12	78:16	262:9
15:7 17:8	147:8	351:15	91:3,13,1	290:11
21:20	essence	evenings	5 98:13	296:24
39:4,21,2	59:6	215:24	104:18	326:13
3 144:5	277:6	event 55:24	110:25	examination
150:20	essentially	59:15	152:4	3:13,22
152:25	173:5	64:12	154:7,16	4:9 81:6
154:17,20	246:19	66:18	155:6,15,	149:25
entitled	establishes	70:18	19,24	156:7
35:19	233:14	75:13	156:4	221:21
entity 8:18	estimate	89:19	169:9,21	228:24
347:9	128:10	170:23	171:9,16	348:16
envelope	247:19	173:9	175:21	Examination
175:10,16	estimated	209:2	184:3	-in-Chief
178:14	128:17	212:11	191:24	3:6,16
186:12	339:12	216:6,24	194:19	7:4
207:6	estimation	278:6	205:21	152:20
273:11	127:9	288:9	209:1	examined
274:6	et 51:25	events	213:18	222:15
envelopes	69:21	258:5	219:7	example
169:25	275:14	271:3	222:13	83:1
175:4	283:8	eventual	226:11	138:16
187:2,13,	286:19	206:21	244:21	184:9
22 206:14	287:23	eventually	246:18	examples
envied	ethic	54:16	247:17	85:16
202:23	306:24	95:10	251:3	exceeding
environment	Ethics	350:15	256:13	49:25
148:16	234:23	everybody	277:19	excellent
200:12	evaluate	36:17	284:7	148:21,22
201:25		98:24	311:16	196:4
EPCOR 2:24		146:25	312:23	197:5,14
		191:15	322:22	198:14,19
			327:16	
			344:20	
			350:5	

203:5	259:7	expected	259:1	extent
except	exemptions	14:17	341:3	64:24
117:4	240:18	26:22	explaining	220:19
excess 62:1	exercise	29:16,22	7:23	241:19
69:7	6:16	41:24	114:12	extra 54:20
215:5	113:20	197:8	345:19	55:3 58:6
334:4	237:22	expecting	explains	extraordina
excessive	exhibit 5:2	30:9	118:23	ry
56:8,21	28:19,20,	121:24	explanation	27:14,21
57:16	21 34:17	expenditure	51:15,19	95:4,16,2
216:16	37:3 64:9	s 130:16	137:6	2 96:20
exchange	115:9,13,	294:11	344:17	extremely
36:23	16	expense	exploration	86:12,23
38:9	117:6,9	8:24	354:10	224:24
60:18	118:10,12	242:8	explore	eye 202:21
259:24,25	122:8,10	expenses	91:20,22	
excited	129:15,18	8:13,15,1	exploring	<hr/> F <hr/>
145:20	,20	7 134:1	202:6,12	facilitate
202:21	132:17	expensive	354:1,4	299:23
excitedly	153:25	294:16	express	300:9,13
71:9	170:8,14	experience	105:5,12	facilitatin
exclusion	175:20	66:17	expressed	g 299:25
259:3	exhibits	138:2	102:18	fact 6:15
excuse	3:3 5:1	149:8	104:24	55:2 63:4
310:10	130:6	197:19	127:5	68:24
319:20	exist	199:19	130:14	71:21
320:7	139:10	201:13	expressing	75:5 81:6
executed	existed	219:9	106:20	91:22
9:6	51:24	221:18	expressly	92:20
executive	existing	222:16	105:4	137:15
153:2	124:23	226:21	expunge	141:3,23
166:25	133:13	281:19	6:17	149:5
167:11	exists	287:23	expunged	204:6
171:17,24	308:14	317:19	6:7	212:1
172:2,7,8	exorbitant	318:12	extend	213:19
174:11	300:7	expert	319:21	220:10
175:11	expand	266:24	extended	235:10
176:1,25	139:7	explain	254:21	239:5
178:13	201:25	38:25	extending	245:7
194:25	expansion	49:1	12:6	251:7,18,
254:10	139:18	203:19	extensive	20
307:3	expect	310:7	9:20	252:13,16
executives	177:19	explained	68:25	264:25
313:8	expectation	33:4	304:2	270:5
314:21	30:11	108:1		277:24
exempted	32:2	114:14		285:1
		180:18		286:3
				289:1,4

294:20,22	325:4	February	262:8	293:23
303:1	332:12	37:4,21	field	298:22
305:18	335:16	48:4,7	324:16	finances
307:2	fairly	60:17	fifteen	293:17
308:22	125:2	61:25	45:18	294:5
337:24	131:6	72:16	49:22,24	295:8
350:18	143:16	73:17	214:9,10	336:1
factor 22:9	173:9	74:18	fifth	financial
factors	228:8,9	75:15	130:16	10:1,6
108:5	234:25	109:13	273:6,9	11:17
124:1	235:3	111:7	fifty-four	32:7 47:2
127:11	243:22	112:1	283:19	65:19,20
failure	304:2	federal	figured	66:7,19
6:13	fairness	306:7	27:24	69:20
fair	198:22	feedback	figures	106:9
8:8,11,12	260:4	202:15	131:18	129:5
10:7	298:4	feel 41:15	fill 143:24	134:21
12:17	304:13	66:1	final 28:10	147:9
29:2	312:21	76:13	119:12,22	155:12,18
55:22,24	314:8	86:18	121:6	,21
56:9	faith	104:8	133:8	160:15
69:4,17	241:15	110:19	147:18	168:23
74:22	fall 17:8	138:13	163:10,19	172:9,23
75:2,3,7	227:19	200:11	166:1	174:12
77:3,6	243:15	257:21	195:14	178:7
86:10,14	familiar	306:14	201:6	183:5,23
131:15	109:23	feeling	finalize	184:4,6
150:18	126:14,25	102:8	14:4	186:4,9,1
156:3	127:15	257:2,18,	15:18	0 187:2,7
171:14	141:5	19	finalized	188:5,17,
172:11	228:6	fees 299:1	22:12	23 198:18
176:23	235:5	fell 45:2	335:8	205:4,22
178:4	308:10,14	felt 51:19	finally	206:2,21
192:23	family	55:23	97:5	238:10
195:3	140:9	59:25	151:9	273:10
204:19	144:6	66:11,14	155:24	274:5,6
216:17,18	149:2	75:14	finance	288:19
229:10,20	227:6	101:9	26:18	289:16
242:16	348:5	112:19	103:25	315:4
254:5	fashion	113:18	122:19	323:21
258:25	137:16	129:1	134:18	324:9,10
262:19	fast 295:12	147:23	158:5	337:19
267:10	309:21	181:4	186:15	339:9
277:17	331:5	216:4	199:25	345:20
287:20	favour	304:15	206:10	346:4
292:11,17	231:2	318:3	228:19	financially
300:1	FD 269:7	festering		133:24
304:22				financials
314:5				50:16
318:8,23				

188:11	30:12	283:19	formality	267:1
finding	31:14	298:7,11	180:17	292:20
30:6	33:25	310:17	181:7	295:12
findings	37:4	319:8	formally	296:7,22
160:15	40:18	354:15	10:11	297:2
finds 65:8	52:22	five-year	formation	301:2,12
fine 136:2	79:19,21	100:24	136:23	306:12
152:7,9	82:19	focus	formations	309:22
186:18	99:12	247:11	136:24	317:8
187:21	114:5	focused	formed 31:8	331:5
188:15	115:1,4,2	13:18	166:3	338:6
223:12	4 116:6	focusing	former	forwarded
257:12	118:25	17:6	36:23	181:16
285:5	120:14	focussed	133:7	245:13
320:11	132:7	141:25	138:23	250:5
329:4	140:8	fond 65:7	140:19	foundation
346:12	148:18	footprint	292:2	13:8
fingers	149:8	139:7	301:19	14:25
305:6	154:21	force	303:14	17:20
318:10	155:9	147:1,2	308:15	19:4 27:6
finish	162:24	199:19	forth 13:19	88:21,22
80:25	167:18	forced	105:10	94:23
81:6	168:20	72:21	212:5	96:19
320:3	174:17	147:24	239:20	97:9
342:13	191:14	foreclosing	242:24	161:17
finished	192:18	85:6	266:18	233:14
36:8	201:19	forget	297:6	250:21
222:25	202:1,4,7	221:19	forty	260:3,5
firm 35:4	,14	forgetful	283:19	286:12
42:11,15	205:18	269:25	Forty-eight	322:21
93:24	217:16	forgetting	351:6	323:8
94:4,6	241:12	133:23	forty-three	333:20
110:1,2,5	271:20	314:11	184:18	349:13
111:3	275:2	forgotten	forward	351:1
137:6,12	281:18	77:24	75:6	founded
141:16	289:5	78:4	83:2,8	355:12
150:6,10	290:5	form	100:5	Four-eight
151:6	316:1,6	7:12,18	114:16	351:7
233:7	318:20	8:4 10:6	120:20	four-eight-
242:15	322:8	30:11	133:11	eight
253:23	324:1	33:5	134:1,21	351:6
firms 42:10	325:7	228:10	199:3	four-part
110:4,6	335:5	formal	201:17	109:20
first 8:21	351:23	210:21	202:24	fourth
16:22	five 103:22	254:20	218:21	109:17,19
20:7	119:22		219:24	273:6,7
29:17,23	186:3		231:8	276:22
	209:17			frame
	272:12			
	273:10			
	276:9			

248:19	,21 128:4	328:21,23	,21	7
258:9	129:17,21	329:3	65:5,17,2	93:1,4,12
framework	,25 130:4	342:9,12,	2,25	179:18,23
237:6	132:16	19	66:3,13,1	193:25
Frank 1:7	133:5,22	344:3,9	6,21	194:4,7
6:3	134:10	346:11,23	67:5,10,1	205:16,17
13:9,12,2	135:6,11,	347:2,14,	5,18,25	206:7,17,
1	17,21	20	68:5,9,13	20,23
14:3,13,1	136:1	348:1,8,1	,20	207:8,12,
6,20	149:15,19	1 351:5,9	69:3,13,1	16,21
18:1,4	,23	352:10,18	6	208:3,7,9
22:21,24	151:25	,25	70:5,17,2	,17,22
23:9,13,1	152:3,8	354:3,7,1	4	209:7,15,
7,22	154:1	6	71:17,20,	24
24:2,6,13	166:11,16	355:6,16,	24	210:6,10,
,20	179:16,21	18	72:3,6,11	14
26:13,20	180:2	356:5,12	,18	211:1,6,1
28:11,14	182:17	Fred	73:3,7,12	2,19,25
33:11	193:23	3:21,23	,16,23	212:4,7,9
35:18	194:2,6,1	51:5	74:2,6,10	,15,25
36:2,6,15	1	205:18	,11,16,22	213:5,8,1
49:19	205:1,13	Frederick	75:1,12,2	2,17,24
50:6,19,2	220:24	2:16 3:9	1	214:4,8,1
3 56:14	221:13,17	50:21,25	76:2,7,11	6,19
73:21,25	222:7,12	51:3,4,14	,15,19	215:1,11,
74:4	223:3,11,	,18,22	77:1,25	14,17
80:10,14,	17,21,24	52:5,17	78:3,10,2	216:1,3,9
23 81:3	224:4,19	53:2,8,14	1,24	,14,19,22
82:7	225:1,8,1	,18,23	79:3,12	217:2,6,1
84:3,14,2	4 236:20	54:1,4,7,	80:12,20	0,20,25
1,25 85:5	244:6	10,25	81:1,5,9,	218:4,7,1
86:20	261:8	55:6,12,1	10,15,21	2,17,25
87:11,16	268:22	7,21	82:4,10,1	219:5,11,
88:8	269:10,18	56:5,12,1	5,16,25	15,19
89:10,14,	280:5,15	6,19,20,2	83:6,11	220:3,8,1
22	290:16,20	3	84:1,8,16	2
90:11,16,	,24	57:2,8,13	,23	221:6,11
24	298:6,10,	,18,23	85:3,10,1	224:11,22
91:7,11	14	58:3,8,12	1,22	225:3,12
92:3,11,1	302:4,13,	,16,20,25	86:4,7,13	352:21
5,19	17,23	59:5,10,1	87:1,7,8,	353:5,7,1
93:3,15	303:8,12,	4,24	14,18,20,	8,21
94:2,7,11	21 311:7	60:3,9,14	21	354:5,13,
,14,17	314:10	,24	88:6,15,1	19,20
115:12,15	315:12,20	61:6,10,1	8,19	355:3
117:8	316:21	6,21	89:1,12,1	356:3,11
118:11	318:19	62:4,7,20	7,18	free 231:8
122:9	319:2,6,1	63:3,16,2	90:8,13,1	Freedom
126:23	0,16,25	0	7	266:10
127:13,18	320:10	64:1,8,16	91:5,9,18	frequency
	321:25		92:8,12,1	

154:13	108:8,14, 22	,19 147:3 164:1 165:2	funds 294:5 295:9	154:16 226:3 230:15,16
Friday 298:5	109:1,7,1 1,16,22	180:8,11, 12,14,22	furnishing 252:25	236:9 240:15
friend 64:4 84:18	110:9,13, 19,24	181:2,10, 13,21	future 80:1 229:9 251:6	293:16 301:11
friends 207:24	111:5,21, 25	182:1,6,1 1,14,18		generally 85:12
front 36:14 131:19	112:8,16 113:3,5,1	199:25 208:25	<hr/> G <hr/>	101:8 158:2
170:8 289:9	2 114:1,8 115:7,14, 18,19	209:10 290:17,18	gain 72:20 238:11	202:3 211:24
300:3 346:25	116:16,20 117:1,11, 12,19,22	353:8,13, 22 354:22	Gajos 2:21	212:14 239:22
fruition 30:16	118:4,9,1 4,15,19,2 2	Fryer's 70:19,25 144:3 199:6 353:12,16	gap 184:3	Garbutt 26:4,11 160:8 161:4 199:24 286:2
frustrated 147:20 304:12	119:19,25 120:14 121:5,16, 23	fulfilled 144:19	gather 222:16	generated 126:18 328:11
frustrating 328:20 329:5,8	122:2,7,1 2,13 123:2,13, 20,25	fulfilling 143:19	Gaviller 66:23 67:16 76:23 150:21,23	George 2:12 3:10 4:5 94:15,19, 21,22 95:3,12 96:4,9,22 97:14,18, 22,25 98:3 194:9 223:6,13, 19,23 225:19,20 ,21 227:2,13, 18,21,24 228:2,5 229:4,13, 24 230:2,7,1 3,18,22 231:10,13 ,16 232:2,5,1 1,18 233:2,5,1 2,20 234:1,9,1 6,21 235:9,17 236:9,22, 25 237:1
Fryer 2:14 3:11,18 11:23 69:12,22 72:12 75:3,4,8 98:6,7,9, 19,22 99:2,8,11 ,18,21 100:3,9,1 0,14,18 101:2,6,1 2,16,21 102:1,11, 17,25 103:9,12, 18,24 104:8,13, 17 105:2,7,1 1,14,18,2 3 106:3,8,1 3,16,24 107:2,8,1 0,19,25	125:4,6,1 0,14,19,2 4 126:6,14, 17,22,24 127:3 128:7,8,1 6,19,24 129:4,9,1 4,19,23 130:3,8,9 ,19 131:7,12, 17,23 132:3,6,1 2,17,18,2 0,21 133:2 144:13,18 145:2,7,2 5 146:12,14	full 16:11 66:18 132:7 211:8 284:14 288:3,4 fuller 66:11 fully 20:9,12 220:19 fulsome 66:19 337:19 function 68:17 77:5 134:4 212:1 fundamental ly 234:3 funding 266:5	Garbutt 26:4,11 160:8 161:4 199:24 286:2 gather 222:16 Gaviller 66:23 67:16 76:23 150:21,23 Gavillers 25:15 42:15 61:12 64:3 65:1,20 66:8 67:2,20 Gaviller's 67:13 156:16 general 22:2 27:23 31:4,10 65:9,14 101:8 111:17 131:5 137:24 138:21	

238:5	7,20	67:3 77:3	199:18	228:15
239:14,18	289:21,25	217:4	200:9	
241:4,8,2	290:4	226:11	204:22	<hr/> H <hr/>
4	gets 220:21	255:3	251:24	habit
242:12,16	326:22	352:4	262:12	218:19
,20	getting	glamorous	288:13	half
243:10	84:20	327:17	297:10	121:6,7
244:3,9,1	85:7	goal 237:8	320:14	150:13
0,20	86:25	goals	336:1	173:21
245:1,14,	87:2,12	193:13	greater	244:13
16,22	125:17	gone 117:5	50:1	hall 1:17
246:8,12,	183:13	202:17	55:18	71:10
16	205:23	208:5	56:8	232:24
247:6,10,	210:18	279:10	139:15	254:11
15	218:9	337:3	226:17	303:19
248:5,7,2	254:13	gotten	greet	halted 20:3
1	259:13	266:20	256:16	hand 261:17
249:3,8,1	318:21	governance	grew 225:23	286:24
9	319:23	162:15,21	ground	handed
250:2,8,1	329:21	government	90:19	188:11,13
1,15	337:23,24	141:15,25	group	handing
251:1,10,	342:1,25	142:7	199:20	120:7,24
17	355:19	237:7	230:9	168:15
252:2,5,1	356:7	247:1	250:6	169:24
3,16,20	GIS 125:10	249:16	259:4	handled
253:20	given 25:4	250:18	296:21	119:12
254:5,19	49:7	253:23	grow 77:11	188:4
255:10,13	51:10	308:16,17	140:8	hands
,16,21,25	57:16	316:11,14	218:5	210:17
256:5,8,1	65:18	,17	Guelph	handwritten
2	69:18	317:14	227:12	286:24,25
257:9,13,	77:18	graft	guess 18:2	287:17,18
23	79:17	207:18	61:25	289:6
258:3,18,	81:16	granted	108:6	hang 127:19
25	85:12	67:12	117:23	297:22
259:12,17	182:6	145:21	119:1	happen
260:10,24	188:4	graph	121:8,9	10:25
261:10,13	205:25	208:19	134:23	31:25
,14,21,25	216:15	grateful	158:21	32:2 50:7
262:4,7,1	223:9	56:2	253:7,15	78:14,17
0,16,22	261:20	great 29:9	296:4	172:17
263:5,15,	284:4,13,	116:8	312:25	203:2
19,22	18 294:8	122:2	318:21	213:7,9
264:2	299:19	123:14	guessing	258:2
265:7,9,1	338:11	181:13	176:12	284:12
3,16,18,2	350:23	197:7,24	guidelines	318:6
2	gives		193:16	
266:8,15,	351:17			
21	giving 52:7			
267:2,10				
268:2,9,1				

happened	296:17	heart	224:2	hired 12:16
23:8 98:1	300:14	148:25	Herhalt	33:25
172:7	301:5	201:10,15	170:3,20	77:9,16
173:13	322:15	heavily	173:6,13	133:8,16
202:25	337:3	206:10	177:1,24	150:10
233:22	355:7	heavy	200:1	268:11
258:6,14	head 39:17	143:25	285:15	291:24
267:15	43:19	hectic	286:22	hiring
268:1	58:20	11:25	287:17	296:11
277:7	59:12	he'd 242:6	herself	299:5
289:10	123:23	246:3	215:4	301:8
300:1	headcount	251:6	he's 143:12	historically 43:5
305:19	230:3	held 1:16	197:23	Hogg 3:15
318:2	header	143:16	241:11,12	25:18,20
338:3	119:1	152:24	244:14	54:5
341:12	heading	162:2	249:13	57:3,16
344:19	296:13	219:12	Hi 64:17	111:11
happiest	335:25	229:6	152:23	152:16,18
219:3	headway	232:24	180:13	,22,23
happy 35:25	79:7	244:24	hidden	153:5,9,1
36:5 71:4	health	258:4	97:12	2,17,20,2
102:8	264:22	276:9	high 22:7,9	3
146:7	hear	296:3	143:16	156:5,14,
199:9	62:12,19	Hello	171:3	25
317:23,25	98:25	180:12	294:7	157:6,11,
Harbour	135:16	help 76:3	306:23	17,20
264:23	138:12	100:25	314:21	158:1,10,
hard 57:7	209:8	131:24	higher 8:14	13,16,19,
134:18	318:24	142:9	43:22	25
169:24	341:23	244:7	334:3	159:6,9,1
174:24	heard	270:21	highest	3,24
197:8	166:24	310:15	147:15	160:4
215:23	191:23	311:11	281:20	161:7,15,
hats 194:21	195:10	315:16	282:21	21
haven't	202:10,15	317:2,3,8	284:2	162:1,8
132:13	234:16,17	helped	high-level	163:11,15
having	235:10	212:1	126:17	164:2,6,1
24:21	242:22	helpful	128:10	1,15,19,2
33:4	277:19	355:20	highlight	2,25
89:23	306:19	helping	118:23	165:3,9,1
100:4	322:22	195:14	highly	2,17,21,2
102:12	327:16	214:23	197:23	5
176:12,22	hearing	254:1	304:3	166:8,21
214:1	136:10	300:12	hire 12:11	167:2,7,1
228:18	195:10	helps	49:3	3,21,25
237:11,13	294:15	222:24	297:3,7	168:4,8,1
264:21	296:1			0,18
276:9				169:1,6,1
				2,19

170:1,5,2 5 171:4,7,1 1,18,22 172:4,19, 25 173:14,17 ,23 174:2,5,1 5 175:14,17 176:5,9,1 5,20 177:3,6,1 0,14,18,2 1 178:3,11, 21 179:3,8,1 3 180:12,13 ,21,25 181:9,12, 20,25 182:4,8,1 3,16,24 183:15,21 184:1,7,1 2,16,19,2 4 185:3,9,1 4,18,21 186:1,5,8 ,20,25 187:4,8,1 1,17,24 188:2,6,1 0,24 189:5,8,1 1,17,20,2 3 190:2,5,9 ,12,19,25 191:4,9,1 8,21 192:2,7,2 0,24 193:2,6,1 5,20 194:16,24 195:2,8,1	8,25 196:4,9,1 5,19 197:5,17, 21,24 198:4,10, 14 199:8 200:3,8,1 3 201:2,11, 16,23 202:4,20 203:9,13 204:5,8,1 7,24 205:11,18 206:6,9,1 9,22 207:7,11, 15,20 208:2,6,8 ,16,21 209:6,12, 23 210:2,9,1 3,21 211:5,11, 18,24 212:3,6,8 ,14,24 213:4,6,1 0,23 214:3,14, 18,25 215:9,13, 16,22 216:2,8,1 3,18,21 217:1,5,1 9,24 218:3,6,1 1,16,24 219:4,10, 14 220:2,11 222:5 224:15 225:2,11 271:1 274:19 306:13	307:3 308:5 352:20 353:1,3,7 ,17,20 355:2,5,1 4,17 356:6 hold 122:20 153:7 227:14 300:25 holding 107:4,17 347:16 holiday 222:17 home 227:11 290:1 honest 56:2 328:19 honestly 17:9 186:8,16 187:18 188:14 Honour 35:14 50:22 68:10 80:6,22 83:14 84:2,17 85:4 86:17 87:2,15 88:16 91:19 93:5,8,13 94:15 117:7 135:14,20 149:12,22 152:6 179:19 182:19 193:22 194:8	220:16 221:7,12 222:23 223:7 224:1,11 225:6,13, 21 226:13 231:20 234:22 235:1 236:19 243:25 260:4 261:5 268:25 280:14,18 290:15,19 ,22 298:9 302:12 315:10 319:19,21 322:4 346:10 352:22 354:14 356:4 HONOURABLE 6:3 13:9,12,2 1 14:3,13,1 6,20 18:1,4 22:21,24 23:9,13,1 7,22 24:2,6,13 ,20 26:13,20 28:11,14 33:11 35:18 36:2,6,15 49:19 50:6,19,2 3 56:14 73:21,25 74:4 80:10,14, 23 81:3 82:7	84:3,14,2 1,25 85:5 86:20 87:11,16 88:8 89:10,14, 22 90:11,16, 24 91:7,11 92:3,11,1 5,19 93:3,15 94:2,7,11 ,14,17 115:12,15 117:8 118:11 122:9 126:23 127:13,18 ,21 128:4 129:17,21 ,25 130:4 132:16 133:5,22 134:10 135:6,11, 17,21 136:1 149:15,19 ,23 151:25 152:3,8 154:1 166:11,16 179:16,21 180:2 182:17 193:23 194:2,6,1 1 205:1,13 220:24 221:13,17 222:7,12 223:3,11, 17,21,24 224:4,19 225:1,8,1 4 236:20
--	--	--	--	---

244:6	15:6,22	260:16	288:3	326:10
261:8	25:18,19	261:3	340:22	327:18
268:22	40:24	268:7	hundreds	330:2
280:5,15	46:2	271:2	294:22	ideal 142:9
290:16,20	48:19,20,	306:15,21	298:24	327:25
,24	25 49:23	307:14	Hurontario	identical
298:6,10,	51:6,10	321:17	1:19	173:5,11
14	52:6,9,13	322:9,23	Hy 184:9	identifiabl
302:4,13,	54:8	323:11	Hydro 184:9	e 228:8
17,23	57:20,24	335:4	282:12,22	identified
303:8,12,	58:6	349:20	283:4,12,	293:10,16
21 311:7	61:9,13,2	353:12,16	20 328:17	identifful
314:10	3	354:23	334:3	228:8
315:12,20	62:5,22,2	Houghton's	hypothetica	identify
316:21	4 63:22	45:2,7,21	lly 50:8	241:20
318:19	98:23	143:24	<hr/>	261:4
319:2,6,1	100:15	154:10	I	296:20
0,16,25	104:23	166:24	i.e 209:19	IFRS 122:25
320:10	105:6,17,	211:16	Ian 242:23	I'll
321:25	20	hour 173:21	259:22	6:19,20,2
328:21,23	106:19,25	244:13	I'd 28:10	5 36:13
329:3	111:11	hours	41:4	40:20
342:9,12,	113:17	55:11,13,	83:15	74:7
19	114:19,22	16,18	94:22	80:24
344:3,9	115:20	56:24	100:14	81:6 82:8
346:11,23	117:12,24	57:9,25	132:21	83:25
347:2,14,	118:16	68:25	153:24	84:22
20	121:14,24	134:13	168:13	85:1
348:1,8,1	123:11,22	215:5,25	175:24	98:10,12
1 351:5,9	142:16	216:2	199:12	104:13
352:10,18	143:2,7,2	housekeepin	204:17	113:15
,25	5 150:4	g 136:14	221:23	119:6
354:3,7,1	153:2	Housing	224:16	129:18,19
6	154:9,14	228:20	226:2,10	,23
355:6,16,	164:1,23	HR 43:18	232:21	132:16
18	165:7	59:12	234:21	136:5
356:5,12	167:10	123:8,9	235:17	142:5
hope 84:19	171:6	220:10,15	236:12	148:1
179:24	177:13,25	Hull 263:9	287:10	180:16
Horizon	181:15	human 58:21	309:5	195:20
281:20	196:8,21	153:3	idea 29:9	198:21
282:12,22	197:3,7	194:23	202:9	207:2
283:3,9,1	200:5	196:22	211:22	221:7
9	204:12	221:2	247:3	236:22
hosting	205:19	hundred	296:19	261:4
255:7	211:22	97:2,3	299:4	280:13,17
hosts 141:3	212:17	158:11,25	309:12	286:10
Houghton	213:2,19	184:10	319:22	293:16
2:16	214:2,21			
	254:22			
	259:2,8			

301:9	122:21	263:22	107:4,12,	incentive
302:10	124:6	269:4,19,	16 340:24	23:25
304:9	127:16	24 271:23	346:4	incentivize
308:6	128:9	274:9	impacted	22:16
309:21	130:4,11,	277:15	306:3	23:2,18,2
312:2	12 131:10	278:4	implemented	0
317:18	132:13	279:19	233:23	in-chief
illogical	135:21	282:4	implication	251:3
103:1	136:9	283:16	s 8:16	include
I'm	138:21	285:5,10,	importance	180:24
6:9,12,16	143:5	23 289:13	171:3	included
8:22	147:10,12	290:4,10	177:9	16:1 47:1
14:7,8	149:16	291:7,25	179:5	69:20
15:4 17:5	166:22	298:1,20	important	180:19
24:17	170:25	299:3	41:7	274:19
29:8 30:7	171:18,25	302:18	121:11	301:1
31:15	172:6	303:1	130:25	351:21
33:16	176:6,10,	305:6,8,2	143:12	including
35:7,11,2	11 178:3	2,24	169:4,8	101:22
5 36:5	182:24,25	306:8,12	301:11	154:25
40:6	190:14	309:19	355:12	155:4,8
48:22	192:2,7,1	310:22	imposed	174:25
54:11	3	311:3,5	353:24	179:1
59:9	194:11,16	312:10	354:2	210:10
64:16	196:25	315:10,15	impossible	215:6
74:3	198:6	317:19	69:18,22	260:16
80:12,20	200:1	318:21	impression	299:22
82:17	203:25	319:4,7,2	54:12	income 8:11
83:17	210:14	3 320:9	60:25	incoming
84:10	211:14	321:17,20	81:22	231:24
85:6	215:18	322:1,2	131:15	239:2,10
86:21,25	217:13	331:2	208:11	inconvenient
87:12	219:21	351:14	211:20	ce 352:23
88:7,8,11	220:17,25	354:1,21	impressions	incorporate
89:23	223:6,7	355:6,7,1	154:10	139:8
90:6,19,2	224:1,2	2	inaccurate	incorporate
3 92:13	225:13	imagine	129:2	d 266:1
93:4,7,17	226:13	40:19	inadvertenc	Incorporati
94:25	228:13,14	41:4	e	on 266:2
98:10	229:3	200:5	240:6,20	incorrect
102:11,18	230:2	241:5	inappropriate	129:3
103:9,13	231:5,6,1	immediately	te 53:9	increase
104:17,19	8,19	70:23	62:23	21:16,21,
108:22	234:13,14	98:23	63:2	24
109:18	244:6	99:16	81:18	22:1,2,6,
114:13	245:3	212:19	85:25	11,16,25
115:21	246:16	impact		
116:16	250:3	100:19		
120:2,7	256:19	101:3,7		
121:24	260:2	103:25		
	262:22			

23:4 25:2	226:4,15	96:25	172:2,23	initially
increased	230:19	186:22	174:13	259:22
23:14	242:24	188:16,21	176:25	initiatives
333:2,11	245:2,4	242:3	178:8,24	231:9
increases	246:23	268:15	179:6	299:11
23:19	247:16,17	individuals	181:24	in-kind
increasing	252:25	151:6	182:9	7:10,12
8:24	256:13,15	164:17	221:24	8:4 10:21
incredibly	,17	165:11	222:2	innovation
143:25	268:12	185:7	234:17	143:13
indeed	299:14	230:10	235:10	innovative
56:24	indicates	industry	242:22	202:24
78:22	25:17	143:14	248:11	input 65:18
282:7	26:1	203:3	257:19	inquire
349:1	95:14	inference	258:11	37:10
independent	151:20	280:7	266:10,12	inquiries
62:14	235:4	inflation	,20 268:8	61:2,8
239:12	236:18	22:8	289:15	64:4
indicate	237:1,5	23:5,6,19	290:9	inquiring
70:5,12	240:11	influence	310:15	90:20,23
81:10	241:13,25	41:25	314:2,24	inquiry 1:3
87:22	244:15	200:22	321:6,10,	2:3,4
91:6	255:11	237:21	13 338:7	17:17
94:25	260:11	info 119:11	340:17,18	32:21
105:20	263:1,3,7	131:11	341:22	35:14
106:10	,11	inform	342:24	36:13
184:21	265:19	251:16	343:19,25	153:11
185:1	indicating	informa	344:25	167:14
237:15	20:16	35:20	345:2	172:4
241:11	108:19	information	346:1,5	178:12,23
246:9,13	indication	9:14,16,2	354:25	234:3
249:13	96:16	5 32:19	355:24	242:21
252:6	231:20	35:22,24	informed	272:6
255:4	235:11	76:20,21,	123:10	291:7
351:25	242:4	24	241:15	317:20
indicated	243:12,14	77:3,4,23	Infrastructure	320:2
52:8	251:2	78:5 80:8	ure 9:20	instance
68:6,10	254:6	100:25	11:14	125:6
90:1,14,2	261:15	112:6	126:21	210:11
5 91:1	265:22	119:4	infrequent	236:5
92:24	266:16	120:4,10	303:20	instances
101:16	indirect	130:12	inhibiting	307:4
141:13	238:3,7,1	132:24	218:19	instruct
185:11	5,19	143:8	initial	323:11
207:22	individual	155:3	37:10	instructed
210:20	12:2	166:5	76:12	48:21
217:21	28:25	168:24	116:18	
218:18	29:8	169:16,23	193:10	
	35:15		253:11	

61:1	237:3,6,9	328:24	218:15	137:16
instruction	,12,16,17	intervening	241:5	157:23
s 52:7,12	,20	190:15	258:12	161:8
61:7	238:2,3,7	interview	259:3,4	163:19
integrity	,8,10,14,	172:5	260:19	issues 9:18
169:4	15,16,19,	178:12	313:15	14:4 49:7
198:2	22	278:24	involvement	84:19,20
233:16	239:1,4,9	279:7,8,1	9:12	200:14
234:4,5	,24	8	29:17,23	210:5
intend 43:3	240:3,12,	intimate	30:12	211:7
96:11	13,16,18	277:8	31:15	218:18,20
264:20	241:14,20	intimately	47:19	230:25
320:3	,22	308:14	88:2	275:11
355:24	242:2,25	introduce	168:15	294:24
intended	243:2,6,1	315:8	178:25	it'd 86:4
302:18	6 268:19	investment	237:13	103:1
intending	300:4	20:10,16,	involving	item 98:19
46:5	347:8	22 21:4	171:16,24	104:19,22
intent	interested	invitation	irregular	105:23
237:10	52:19	254:14,15	265:3	107:2
294:17	64:6 80:4	,20	irrelevant	123:8,9
300:6	137:10	349:19	107:24	162:13
327:2	208:23,25	invitations	isn't	325:13
intention	210:15	349:24	264:17	items 96:25
11:4 15:8	215:18	invited	issue 14:9	122:19
19:1 89:3	257:5	138:19	36:8	162:4
120:16,23	354:1,21	349:23	63:21,22	263:24
124:12	interesting	inviting	74:3	264:18,20
interact	215:2	349:19	135:1	,24
219:13	interests	involved	163:5	275:22
interaction	148:24	9:4,9	171:16,24	it'll 36:12
82:2	275:15	11:10	172:1	118:11
195:5	interim	13:17	173:11	129:17
197:19	59:6,11	24:18	177:13	I've 32:18
interaction	interject	32:3,17	178:1,7,2	38:20
s	80:6	35:16	0 210:24	77:4,23
291:14,19	225:7	36:24	211:2,10	88:9
,20	281:25	60:4,21	226:7	96:22
interest	internal	81:12	227:9	132:23,25
37:11	40:21	85:14	228:17	141:11
93:19,24	Internation	108:2	229:7	144:5
140:11	al 126:21	110:22	239:16,23	171:12
201:9,14	interpretat	123:6	260:20	183:15,16
232:14	ion	124:22	262:18	219:7
235:20	266:24	141:15	332:1	222:24
236:2,5,6	interrupt	195:16	346:15	224:2
,14	280:6	206:10	354:14	226:5
			issued	248:13
				293:3

300:23	12:1,5,10	161:12,16	108:11,23	justificati
305:24	,15,19	,21	109:6	on 347:16
307:4	13:2,7,11	162:3,9	124:2,5	justified
309:16	14:23,24	163:13,22	135:1	62:18
311:18	15:3	164:3,8,1	150:23	justify
316:15	16:8,20	2,16,20,2	155:1	56:25
	17:4,11,1	4	166:4	
	6,19	165:1,5,1	June 14:14	
J	18:3,7,8,	0,13,18,2	34:1	K
January	12,17,22	3 166:1,9	70:14,16	Kate 2:3
10:11,12	19:3,9,21	200:1	89:2,9	4:9
14:14	20:1,4,18	203:17	91:25	281:25
48:4	21:1,8	221:21,22	92:1	282:5,8
68:10	22:5,14,1	222:6	106:8	297:13,21
69:24	9,23	225:6	126:8	314:4
106:19	24:25	233:6	151:18,20	318:23
154:19	25:1,8,12	joining	181:14	348:13,16
232:22	,25	31:21	243:11,21	,17,22
236:12,15	26:10,25	joint	,22	349:12,17
239:6	27:1,5,20	116:22	244:12,23	350:6,12
334:10	28:1,7,9,	122:13	245:6,23	351:7,12,
351:16	17,18	judge	246:1	13 352:8
352:2,5	29:4,12,2	129:14	249:21	Kearns
Jeff 254:24	0 30:10	182:14	250:9	299:24
255:19,22	31:1,6,12	210:16	251:19	300:8
256:4	32:1,10,2	240:1	252:6,10,	key 115:21
269:12,19	0,24	291:10	22	130:12,15
270:2,5	33:3,9	judgment	253:11,12	240:16
349:23	35:14	240:7,20	254:7,9,1	271:3
Joan 58:14	79:10	judicial	4,16	Kim 4:4
59:1	81:14	1:3 17:17	258:6	199:25
158:20	149:13,21	32:21	269:9	251:7
job 38:21	,25	237:4	316:7	287:7
39:2 55:8	150:1,9,1	317:20	349:1,8,1	KIMBERLEY
197:4	2,14,18	July 9:7	9,25	295:2
198:19	151:5,9,1	10:2,12,1	350:2,3	KIMBERLY
305:5,10	4,23	3	jurisdictio	222:21
306:24	152:15,20	11:2,5,8	n 6:8	226:22
jobs 211:16	,21,24	12:21	jurisdictio	227:11,17
John 2:4	153:7,10,	14:14	ns 141:5	,20,23
3:7,13,16	13,18,21,	15:15	Justice 1:7	228:1,4,1
,22	24	16:14	67:25	3
7:4,5,8,1	154:4,5	19:11	98:7	229:11,21
7,22	156:6,12	20:19	108:10	,25
8:1,6,20	157:3,8,1	25:1	113:14	230:6,11,
9:3,11	3,18,24	54:16	118:9	16,21
10:5,9,19	158:6,12,	68:11,23	133:3	231:4,11,
,24	14,17,22	69:24	180:8	15,25
11:6,12,1	159:2,8,1	4 160:5	205:21	232:3,10,
6,19	1,14,20,2			
	4	78:13		

15	268:5,15,	25	333:4,9,1	249:4
233:1,3,1	18	303:10,18	2,16,21,2	255:22
1,17,25	269:12,14	304:6,17,	5	312:11
234:7,13,	,17,20,23	23	334:5,7,1	333:2
19	270:6,10,	305:3,14	2,15,24	knowledge
235:6,15	15,17	306:8,18	335:2,7,1	12:2
236:8	271:8,12,	307:1,11,	0,14,18	26:18
238:4	15,17,22	13,24	336:9,13,	27:16
239:7,15	272:2,8,1	308:2,13,	17,21	63:7
241:2,7,2	4,19,23	19,24	337:1,5,9	87:24
3	273:3,12,	309:2,19,	,12,17	130:1
242:9,13,	16,19,24	24	338:1,12,	168:6
19 243:8	274:3,8,2	310:2,5,1	15,18,21	253:24
244:19,25	0,23	2,21	339:3,10,	277:9
245:11,15	275:7,20,	312:6,9,1	15,19,22,	308:17
,19	24	4,17,22	25	354:21
246:5,11,	276:3,11,	313:2,5,1	340:4,8,1	knowledgeab
15	14	0,19	1,16	le 196:5
247:5,8,1	277:5,12,	315:1	341:5,13,	known 32:25
3,24	22	316:19,25	16,19,24	77:21
248:6,8	278:2,7,9	317:25	342:3,7,1	KPM0001662
249:1,7,1	,12,15,18	318:16	1,18,22	5:15
8	279:1,5,1	320:21,25	343:6,9,1	KPM0002403
250:1,7,1	1,17,25	321:4,7,1	3,17,20,2	5:23
0,13,22	281:8,11,	1,15,19,2	3	KPM1662
251:9,14,	16,21	2	344:1,16,	170:10
23	282:14,24	322:11,14	24	KPM2403
252:4,12,	283:6,10,	,17,19,25	345:4,7,1	338:23
15,19	14,23,25	323:5,9,1	0,16,22	KPMG 9:24
253:15,21	284:3,9,1	3,22	346:2,8	155:20
254:17	6,19	324:7,12,	347:1,12,	186:15
255:9,12,	285:3,9,1	17,22,25	18,25	200:1
15,18,24	3,16,20,2	325:3,6,1	348:3,10	205:6,23,
256:2,6,1	5 286:6	1,16,19,2	349:11	24
0	287:15	3	350:4	206:4,10,
257:1,11,	288:11,17	326:2,9,1	352:6,13	14
17,25	,20,24	3,17,23	kindly	324:9,24
258:8,19	289:2,8,2	327:1,6,9	144:24	
259:11	4 290:3,8	,13,20,23	kinds 84:20	
260:22	291:15,18	328:1,7,9	313:7	
261:19,23	292:5,8,1	,14,18,22	316:4	
262:1,6,9	5,21	329:2,6,1	knew 61:17	
,11,20	293:5,14,	7,19	64:2	
263:4,13,	19,24	330:1,6,1	94:12	
17,20,23	294:10	0,17,22	98:24	
264:14	295:5,10,	331:1,8,1	111:13	lack 147:13
265:8,11,	15,22	1,13,16,2	127:4	lacking
15,17,21	296:6,16	1,24	167:10	66:1,6,14
266:7,14,	299:12	332:2,5,8	169:8	laid
19,23	301:21	,11,15,19	248:10	73:18,22,
267:5,14	302:1,22,	,23,25		

24 74:7 341:8 land 346:17 language 313:25 316:11 large 23:4 240:18 293:23 298:22 largely 301:13 larger 40:7 248:12 largest 312:7 313:8 last 44:5 64:17,22 96:13 110:13 115:24 117:22,23 119:2 121:6,7,9 129:24 130:24 176:8 179:24 189:2 191:6 194:3 224:14 230:19 244:21 255:1 259:1 286:10,11 294:20 298:22 307:21 317:21 319:1,3,5 323:24 late 12:16 99:6 116:9 145:19	269:22 319:22 320:1 328:15 later 15:13 73:8 76:14 85:6 148:8 167:22 186:3 273:10 290:9 316:9 333:2 Latin 95:19 latter 228:14 229:2 230:9 launched 304:3 law 233:9 240:21 241:6,9 242:18 lawyer 79:20,24 80:3,19 82:21 242:7 351:17 lawyers 13:19 33:16 80:7 95:18 133:18,21 ,23 134:7,12, 13 166:22 182:25 269:5 294:6,9,2 1,23 299:1 layoff 72:21	LDC 111:8 137:18 139:7 148:25 197:13,20 202:7,16, 23 312:8 313:9 LDCs 140:8 202:10 248:15 275:13 lead 97:7 195:14 197:7 236:18 296:11 297:4,8 300:13 leader 197:12 leadership 84:7 195:17 196:2 292:2 leading 10:6 136:22 144:16 148:3 155:1 196:17 198:24 204:21 leads 88:13 lead-up 147:14 learn 32:18 160:20 learned 49:10 140:22 154:21 350:15,19 learning 101:1	lease 19:25 79:7,22 least 40:5 55:23 147:5 169:22 170:3 243:14 244:11 249:11 337:15 leave 41:10,11 83:25 92:14 93:5 99:22 110:17,25 111:7,9 112:3 117:25 181:22 182:2,7 195:20 286:10 314:13 346:12 353:23,24 354:2 leaving 13:10 110:5 led 9:5 73:18 74:13,18 79:14 89:9,20 91:24 182:9 291:23 354:25 ledger 27:23 legal 94:25 233:7 239:13,17 242:6 259:20 260:14	262:13,21 266:17 267:3 268:3,6 legislation 237:3 legislative 237:8 Lehman 254:24 255:19,23 256:4 269:10,12 270:2,5 312:13 Lehman's 349:23 length 68:1,15 Leo 233:6 236:16 less 23:6 24:4,12 77:2 223:8 228:10 317:24 347:6,23 354:14 lesser 228:10 let's 130:1 223:4 229:8 274:10 277:10 314:13 letter 15:7 16:11,14, 17,21 17:6,7,10 ,13,21,22 18:5,23,2 5 19:10,11 64:17 108:9,15,
--	---	---	--	--

17 109:5	limits 45:3	178:17	long 13:13	215:24
115:3	line 29:8	201:25	31:20	216:2
116:1,5,1	56:21	223:8	38:21	225:5
2,18	63:9	227:7	43:24	229:18
124:2,4	88:13	256:21	46:14	291:23
174:18	97:12	298:2	111:20	307:14
175:13	119:6	300:20	133:21	318:1,4
182:7,9,1	125:7	307:21	187:21	319:23
0 235:24	220:19	310:15	190:21	327:16
250:12,16	242:7	337:15	196:7	loud 155:16
252:8	247:18	349:5,22, 24 350:21	204:23	love 149:5
letters	311:1	live 149:2	262:8	lower 23:19
254:1	315:19	lived	267:24	284:18
level 30:8	348:23	227:12	298:5	301:3
113:11	349:6	Lloyd	317:7	lowered
164:5	350:13,22	199:24	320:1,14	259:13
301:18	lines	242:23	335:1	lunch
314:21	112:16	254:8,22	356:16	152:10
leverage	113:13,15	255:10	longer	lunchroom
330:4	114:11	263:9,10	42:16	99:3
Licence	220:18	349:20	108:20	
264:23	243:1	loan 9:19	Longo 233:6	
	350:7,13	11:14	236:16	
lieu	link	122:25	238:23	
347:7,23	96:12,13	123:4	239:10	<hr/> M <hr/>
life 56:4	232:6	lobby	241:5	macdonald
94:12	list 3:3	308:11	long-term	126:1
138:23	5:1 267:9	310:24	46:5	132:8
141:11	271:3	lobbyists	loop 122:22	Macdonald
227:6	listed	308:20,22	loose 83:19	114:3
317:22	263:25	309:1	loosely	213:18
likely 23:3	264:15,16	local 237:7	83:16	magnitude
24:4 30:2	little	249:5	losing 8:14	57:9
144:11	11:24	locally	losses	mail 28:22
195:5	30:24	170:22	238:13	main 128:20
240:15	37:19	located	lost	311:16
278:18	38:13	141:16	305:5,9	maint 302:3
313:22	40:9	locations	lot 36:1	maintain
like-minded	44:24	327:17	40:7	301:16,18
295:1	54:11	lock 169:9	41:18	major 31:11
likewise	63:9	locked	59:2	103:25
226:10	104:21	169:13	96:11	293:10,17
limit	109:12	logical	131:11	majority
45:7,22	110:15	289:19	140:11	231:2
49:21,25	121:7,8	290:14	143:13	286:2,3
limited	122:14,18		180:6	making's
291:19,20	,19 123:3		197:8,9	121:18
	126:8			managed
	168:14			

224:25	marked	122:9	0,16,25	233:2,5,1
management	153:24	126:23	320:10	2,20
43:8	171:2	127:13,18	321:25	234:1,9,1
197:4	marks	,21 128:4	328:21,23	6,21
manager	284:14,18	129:14,17	329:3	235:9,17
34:13	Marrocco	,21,25	342:9,12,	236:9,21,
153:3	1:7 6:3	130:4	19	22,25
194:23	13:9,12,2	132:16	344:3,9	237:1
196:22	1	133:4,5,2	346:11,23	238:5
220:10,15	14:3,13,1	2 134:10	347:2,14,	239:14,18
221:2	6,20	135:6,11,	20	241:4,8,2
managing	18:1,4	17,21	348:1,8,1	4
258:19	22:21,24	136:1	1 351:5,9	242:12,16
manner	23:9,13,1	149:15,19	352:10,18	,20
81:16	7,22	,23	,25	243:10
86:14	24:2,6,13	151:25	354:3,7,1	244:3,7,9
200:21	,20	152:3,8	6	,10,20
291:13	26:13,20	154:1	355:6,16,	245:1,14,
March 15:5	28:11,14	166:11,16	18	16,22
16:18,21	33:11	179:16,21	356:5,12	246:8,12,
17:21	35:18	180:2,9	Marrocco's	16
29:5	36:2,6,15	182:15,17	113:14	247:6,10,
32:25	49:19	193:23	Marron 2:12	15
38:9	50:6,19,2	194:2,6,1	3:10 4:5	248:5,7,2
47:18,24	3 56:14	1	94:15,19,	1
52:3	68:1	205:1,13,	21,22	249:3,8,1
106:19	73:21,25	21 220:24	95:3,12	9
109:5	74:4	221:13,17	96:4,9,22	250:2,8,1
114:13,14	80:10,14,	222:7,12	97:14,18,	1,15
115:2	23 81:3	223:3,11,	22,25	251:1,10,
116:19,22	82:7	17,21,24	98:3	17
118:16	84:3,14,2	224:4,19	194:9,12	252:2,5,1
214:15,17	1,25 85:5	225:1,8,1	220:9	3,16,20
215:20	86:20	4 236:20	221:18	253:20
Marcus 2:24	87:11,16	244:6	223:5,6,1	254:5,19
80:5	88:8	261:8	2,13,19,2	255:10,13
83:14	89:10,14,	268:22	3 224:3	,16,21,25
86:17	22	280:5,15	225:16,19	256:5,8,1
100:6	90:11,16,	290:16,20	,20,21	2
149:17	24	,24	227:2,13,	257:9,13,
220:16	91:7,11	298:6,10,	18,21,24	23
221:15	92:3,11,1	14	228:2,5	258:3,18,
marginally	5,19	302:4,13,	229:4,13,	25
6:10	93:3,15	17,23	24	259:12,17
Marion	94:2,7,11	303:8,12,	230:2,7,1	260:10,24
173:3	,14,17	21 311:7	3,18,22	261:10,13
mark 148:7	98:7	314:10	231:10,13	,14,21,25
	115:12,15	315:12,20	,16	262:4,7,1
	117:8	316:21	232:2,5,1	0,16,22
	118:9,11	318:19	1,18	263:5,15,
		319:2,6,1		19,22

264:2	25:1,8,12	198:2	103:3,6,1	229:15
265:7,9,1	,25	200:24	6 106:13	243:15
3,16,18,2	26:10,25	209:20	108:20	253:2
2	27:1,5,20	216:11	111:17	254:8,21,
266:8,15,	28:1,7,9,	221:1	112:11	22
21	17,18	224:13	113:10	255:6,23
267:2,10	29:4,12,2	237:12,14	118:16	256:24
268:2,9,1	0 30:10	262:14	131:24	260:13
7,20	31:1,6,12	264:13	136:18	269:10
269:9	32:1,10,2	267:1	142:15	291:24,25
289:21,25	0,24	294:14	145:6	292:3,7,8
290:4	33:3,9	306:7	207:24	,13 294:4
Mascarin	35:14	316:23	213:19	295:16,17
233:6	78:16	matters	224:22	,20
material	149:13,21	20:3	226:22	296:2,8
47:7,8	,25	35:16	241:6	297:5
materials	150:1,9,1	73:9,13	245:9	299:4
168:15	2,14,18	81:24	248:24	301:6,19
350:23	151:5,9,1	84:18	265:10	303:15
math 283:17	4,23	85:8,18	267:14	312:12,13
mathematica	152:15,20	87:3	270:21	313:1,3,9
1 97:7	,21,24	123:5	274:10	,22
Mather 2:4	153:7,10,	136:14	297:13	314:18
3:7,13,16	13,18,21,	138:25	303:1	349:20
,22	24	209:18	315:17	mayoral
7:4,5,8,1	154:4,5	210:8	322:1	295:17
7,22	156:6,12	211:2	347:15	mayor's
8:1,6,20	157:3,8,1	215:3	352:23	109:4
9:3,11	3,18,24	216:24	354:22	McDowell
10:5,9,19	158:6,12,	220:22	355:15,21	2:18
,24	14,17,22	264:13	,23	McFadden
11:6,12,1	159:2,8,1	269:3	maybe	26:3,11
6,19	1,14,20,2	274:5,12	102:22,24	89:2,9,11
12:1,5,10	4 160:5	276:2	115:10	91:25
,15,19	161:12,16	may 1:23	117:13	92:13,21,
13:2,7,11	,21	29:14	131:20	22 106:14
14:23,24	162:3,9	30:2	136:5	123:21
15:3	163:13,22	31:21	201:24	160:8
16:8,20	164:3,8,1	35:19	269:3	173:3,12,
17:4,11,1	2,16,20,2	36:13	270:1	20 177:2
6,19	4	62:18	290:4,5	199:24
18:3,7,8,	165:1,5,1	65:2	302:4	McFadden's
12,17,22	0,13,18,2	70:6,14	310:14	89:21
19:3,9,21	3 166:1,9	75:11	mayor 16:23	173:4
20:4,18	203:17	77:22	41:18	McGrann 2:3
21:1,8	221:21,22	84:19	108:18	4:9
22:5,14,1	222:6	94:16	156:21	281:25
9,23	225:6	95:17	199:23,24	282:5,8,1
24:25	matter 6:4	97:11,19	227:25	6
	52:22	100:16	228:3	
	143:9			

297:13,21	meant 20:12	2 163:20	1	212:13,18
314:4	125:19	164:7	274:7,11	,20 213:3
315:19	340:24	165:4	275:1	270:20
316:2	341:1	166:6	279:13	271:10
318:23	measuring	167:17	281:7,14	272:12
348:13,16	201:18	169:17	286:23	273:6,15
,17,22	media 47:18	181:4	287:8,18	276:8
349:12,17	49:5	183:24	288:23	277:21,25
350:6,12	267:23	185:6,7,8	289:1	280:23
351:7,12,	304:2	,25 186:7	290:7	289:7,23
13 352:8	medical	187:3	300:9	290:2
mean 8:9,21	72:22	188:12,23	309:7,10,	306:17
29:20	181:22	189:22	18,22	307:5,9,1
30:4	353:23	190:7	312:4	6,22,23
41:11	meet 51:6	191:10,14	314:7	313:7
45:16	112:18	,15	322:8	320:18,19
95:18	136:11	192:14,19	334:9,23	322:24
107:20	244:13	198:15	336:12	323:3
111:16	245:20	204:13	338:11	member
157:25	256:16	206:1,4	340:20	127:5
171:19	307:18	207:1,6,1	341:8,11	140:19
181:4	322:8	0,14	349:2,7,1	161:9
187:10	323:11	210:18,19	8,21	198:16
225:7	meeting	214:2	350:1,17,	209:2,9
230:2	28:5 29:9	240:24	20,24	211:9
233:21	53:7	243:24	351:16,20	235:13,22
244:5	61:25	244:16,18	352:2,5	236:4
249:4	62:12,19	,23	353:10,11	237:11
252:5	63:1,12	245:9,18,	,15,23	239:22,23
253:10,22	65:9	23,25	354:22	240:4,17
255:22	79:19,23	246:1,2,2	355:1	242:5
256:22	80:16	0	meetings	members
258:2	81:11,13	247:16,18	27:18	26:2
265:13	82:21	249:13,20	41:18	27:11
268:12	97:1,6	251:4	53:3,6,11	28:2,3
279:13	100:18	252:22	,13 60:4	52:23
280:6	101:17,23	253:8,9,1	154:24	137:10
326:15,24	104:24	2	163:21,24	155:15
329:14	105:3,10	254:9,14,	165:15,20	156:16,20
330:15	116:22	18 255:7	167:17,19	157:5,10,
331:4	122:14,17	256:15,18	,20,23	15 158:8
340:9	,24 123:4	,23	168:3,7,1	160:20,22
345:2,13	138:5,11,	257:4,18,	2 179:1	161:1,13
meaning	19,24	20,24	189:3,16	165:19
116:18	155:11,14	258:4	190:14,21	167:24
237:17	,19 158:4	262:23	,24 191:8	168:24
238:1	161:13,23	265:14	193:10	169:17,23
means 8:13	,25	267:22	199:19	172:22
242:17	162:2,5,1	269:10,16	203:3	178:8
336:19		272:6	209:17	179:12
		273:7,9,2	210:4	

184:21	125:25	182:19,22	279:2,6,1	millions
185:1	238:24	,23,25	2,23	140:1
186:22	299:24	183:11,17	280:1,13,	mind 114:21
187:16	merge 77:11	,22	17,20,21	136:15
188:17,21	mergers	184:2,8,1	281:4,9,1	196:13
191:25	49:15	5,17,20,2	2,17,22	209:1
195:5,7,1	275:17	5	282:4,7,1	231:12
2,16	mesh 304:20	185:4,10,	0,11,15,1	253:8
196:12	mess 142:24	16,19,23	8,19	256:15
199:22	message	186:2,6,1	283:1,7,1	290:23
200:7	239:4	7,21	1,15,24	293:8
201:13	244:11	187:1,5,9	284:1,6,1	Ministry
205:6	248:25	,14,20,25	0,17,20,2	228:19
209:4,11	254:2	188:3,8,1	5	minute
229:18	317:9	5	285:5,11,	133:23
234:24	messages	189:1,6,9	14,18,22	223:18
235:22	317:3	,14,18,21	286:1,9,1	minutes
242:3,23	met 111:11	,24	6	111:6,12
254:10	186:22	190:3,6,1	287:6,16	116:22
261:2	187:6	0,13,20	288:8,12,	154:17
263:2	187:6	191:2,5,1	18,21,25	155:5
267:9	213:19	2,19,22	289:3	162:5,6,1
268:14	251:7	192:4,12,	290:12	1,21
274:18	286:18	21,25	311:15	163:9,17,
277:18,19	322:9,24	193:3,9,1	middle	24
279:3,22	method	7,21	38:15	164:4,9,1
300:22	284:8	222:23	156:13	0,17,21
306:22	Metropolita	224:1	Midland	167:16,18
324:14	n 226:17	268:24	275:13	,24
336:12	M-hm 109:21	269:1,2,4	midst 30:20	168:2,7,1
member's	124:7	,13,15,19	million	169:13
238:21	148:11	,22,24	9:19	180:19
memorized	160:4	270:8,12,	294:8	181:1
298:2	170:25	16,18,25	325:18	189:7,10,
memory	171:22	271:9,13,	326:21	13,16
90:9,14	230:6	16,19,23	331:6,10,	191:7,9,1
161:1	238:4	272:3,10,	20	1
177:17	241:23	15,20,24	332:18,21	192:9,11,
188:9	263:4	273:4,13,	333:2,13,	15,16
206:8	266:7	17,20,25	14 334:4	193:5
213:1,7,2	271:8,12	274:4,9,1	336:8,24	247:20
2 270:4	274:20	7,21,24	337:11,23	262:23
275:22	278:7	275:8,21,	,24	265:4
290:11	307:1	25	339:14	267:15
350:20	310:5	276:6,12,	340:7,14	273:8
mention	Michael 2:7	15,20	342:2,4,2	277:13,15
44:23,25	3:19 4:6	277:10,17	0,25	,20,24
mentioned	135:14,19	,23	344:15	278:4
86:19		278:5,8,1	345:15,21	279:18,21
		0,13,17,2		
		1		

298:7	4,24	104:18	186:13	299:11
309:13	332:13	110:8	195:12,15	314:22
310:17	337:7,8	112:21	196:3	mutually
319:8	340:7	129:9	199:23	296:21
354:15	342:8	218:21	204:14	myself
misleading	343:1,7	219:24	205:12	98:10
337:16,22	monitored	221:7	254:23	136:10
340:10	228:17	227:3	257:24	157:7
missed	month 46:21	231:8	285:7	180:15,20
89:25	47:6	232:21	312:16,18	194:17
142:15	48:15	236:11	313:24	204:12
misspeak	49:11	251:2	314:7,11,	291:7,10,
304:10	50:4,9	252:21	14 349:20	12 299:22
mistake	68:6	280:13,17	Muncaster's	318:21
177:5,8	258:6	296:22	52:25	320:7
mistaken	monthly	305:13	municipal	338:7
292:1	46:14	308:6	141:4	355:8
mitigating	months	317:23	226:24	<hr/> N <hr/>
147:19	11:23	318:1,13	228:18,19	name's
model	13:18,22,	321:18	232:13	194:16
117:25	24	326:25	233:8,9	269:4
moment 6:13	14:2,6,9,	moved 82:8	236:1,2,6	narrow
34:18	10	95:10	,7,14	258:11
93:8	15:13,24	199:3	237:2,11	natural
114:10	19:15,19	209:25	238:1	305:11
117:13	32:15	227:15	239:1	nature
181:19	72:13,19,	263:9	240:3,13	63:5,7
220:4	24 74:13	264:1	241:14,21	72:19,23
274:10	111:20	moving	242:2	75:25
305:23	119:22	84:10	243:1,5,1	86:15
312:3	144:23	201:17	6 266:10	154:13
321:17	204:7	247:23	267:9	192:11
323:20	353:14	292:20	299:7	208:12
325:5	morning	296:7	306:7	209:20
monetary	7:5,7	301:2,12	municipalit	246:9
237:12	80:24	305:12	ies	256:14
238:12	82:9 98:8	multitude	140:16	nauseam
money 9:21	108:18	294:24	142:11	279:10
38:22	112:1	Mun 314:9	229:1	nearly
47:11	300:22	Muncaster	299:7	240:14
300:8,10	motion	26:2,9,19	municipalit	Neate
325:9	265:1	53:21	y 143:23	61:13,18
326:7,15	motions	58:10,24	147:23	62:22
327:19	263:7	59:15	197:6	63:4
328:4,10,	mouth	157:2,15	228:12,16	64:3,25
11	204:16	164:1,24	,23	65:7,23
330:3,8,1	move 83:2	165:6	292:19	104:24
	91:12	174:19	294:13	
			295:4	

105:2,7,9 ,14,25 106:10,14 ,20 159:25 161:6 Neate's 61:24 104:18 159:15 necessarily 39:10 146:7 309:8 necessary 36:12 68:2,23 85:18 135:2 218:20 necessitate 108:6 necessity 57:5 negative 238:12 negotiated 251:20 negotiation 351:18 negotiation s 9:5 20:3 neither 116:23 285:11,14 net 8:11 326:20 331:22 337:23,24 340:13 343:5,6 344:14 345:14,20 neutral 327:12	331:18 news 140:22 142:5 150:4 223:1 newspaper 90:1 Nice 136:11 niceties 310:3 nine 184:21 283:3 308:23 nobody 135:7 nodding 230:14 non 8:17 186:23 188:22 nonfinancia l 155:10,11 ,14 168:21 169:16 non- financial 176:13 178:9 183:4,19 185:5 186:23 187:22 207:1,6,1 3 208:14 273:22 290:6 non-voting 209:2,10 nor 285:6 307:4 normal 24:16 55:13 68:17	95:9 107:13 137:8 163:16,23 normalcy 24:21 normally 95:23 235:7 notch 204:2 note 75:23,24 76:5,8 77:5 107:3 116:23 123:7 156:18 181:21 260:25 324:4 325:13,14 ,21 326:7,12 327:3,5 332:21 340:3 noted 83:15 96:19,22 114:5 238:24 282:24 notes 286:22,24 ,25 287:7,12, 17,18 289:4,11, 12,16,22 nothing 53:16 110:23 213:25 257:10 notice 114:20 132:1 199:21	220:13 242:5 265:1 311:4 notwithstan ding 265:14 November 97:6 169:17 170:24 174:18 176:1 177:24 183:19,24 185:6 186:21 187:3 188:21,23 190:7,11, 23 191:8,10 206:25 231:22 273:7,9,2 1 274:7 280:22 281:7 286:19 288:22 289:1 290:7 np 2:8,18,21 number's 117:5 <hr/> O <hr/> oath 353:1 OBA 112:23 OBJ 83:14 86:17 220:16 314:4 object 6:13,15 85:6 220:18	314:4 objection 6:16 35:13 83:15,25 objective 237:22 objectives 142:10 obligation 15:17 69:5 81:17 obligations 63:8 68:22 69:19 235:23 observation 57:3 104:7 211:7 292:22,24 observation s 73:17,18 74:17 75:13 85:13 90:21 209:9 obtain 46:3 obtained 76:23 166:5 251:20 259:21 266:17 obtaining 242:17 260:14 obvious 50:14 71:4 obviously 6:21
--	--	--	--	--

31:21	,15	36:18	122:2	268:2,20
35:21	145:19	42:19	124:8	271:9
61:22	147:17	115:10	125:24	274:9
72:7,12	148:3	128:4	126:22	279:6
103:3	151:15,17	149:15	127:20	281:8
111:19	198:25	187:4	130:3	283:15
190:15,22	199:5	194:11	132:12	302:2,22
199:18	201:6,18	198:14	133:2	304:8
230:20	330:4	285:20	141:12,19	307:12,20
241:16	offensive	311:13	158:6,13	309:21
242:8	257:10	348:9	162:9	310:23
249:12,21	offer 62:15	okay 8:6	163:22	311:23
255:6	138:5,14	13:2 17:4	164:8	312:9
312:11	315:3	19:3 20:4	165:1	316:25
occasion	317:5	22:19	172:12	320:6
81:23	offering	28:14	173:18	323:22,23
209:18	303:16	32:20	176:21	324:8
219:13	offic	33:21,24	181:2,20	325:12
289:19	308:16	37:19	182:14	326:14
occasions	office	38:7	184:19,25	329:2,23
83:7	74:13	39:19	186:2,20	330:7
137:4	99:19	40:8	204:2,18,	332:12,16
204:13	111:6	41:9,22	19 223:13	333:16
212:17	112:2	42:4,8	225:17	334:14
248:14	136:21	44:4,22	227:13,21	335:19
290:2	186:11	45:6,25	229:4,13	336:1,18,
307:16	220:14	49:17	231:10,16	22 337:2
322:10	235:8	50:19	232:11,18	338:9
occupied	244:24	60:1 86:7	233:2	341:2
259:2	245:24	95:12	234:1,9,2	344:2,23
occurred	246:22	98:22	1 236:23	346:9
299:21	290:2	99:2,18,2	241:4,11	348:9,10
352:24	299:1	1	242:20	351:9
occurring	301:20	101:6,12,	243:10	old 194:21
178:20	310:20	16	244:20	306:1
212:21	353:12,16	102:1,25	245:16,22	OMB
October	,19	104:17	,23	294:14,25
190:17	354:23	105:18	247:10	ones 173:22
229:6	officer	106:3,8	248:5,21	272:12
272:22	106:9	107:2	249:3,8	306:1
OEB 12:25	226:21,25	109:7,10,	250:11,16	one's
13:4	official	15 110:24	251:10,17	238:12
69:18	237:23,24	111:5	252:13	one-sided
71:21	308:16	112:8	254:19	24:14
98:24	officials	113:2	256:6,8,1	one-time
99:6,15	305:25	115:21	2 257:15	45:11,13
102:5	306:22	116:20	260:24	ongoing
103:5,6,8	oh 35:18	117:5,18	261:25	45:16
		118:4	262:16	
		119:19,25	263:5,15	
		121:5	265:7,16	

46:1	145:6,7,1	55:18	88:4,7	overlapped
81:25	1 146:6	58:1	92:4,10	144:22
248:14	147:21	113:22	139:8	oversight
262:2	148:6,13	140:15	146:23	352:24
Ontario	149:4,7	180:3,5,6	197:20	overtime
1:20 9:20	197:1	215:7	201:19	43:9
11:14	198:7,21	222:16	207:5	overview
69:11	242:18	256:20	213:19	226:3
70:12,22	243:13,17	266:3	219:22	Owen 225:24
71:7	259:20	267:1	284:17	257:13
145:21	260:14	320:2	349:4,9	owing
226:17	262:13,21	328:4	other's	325:14
308:11	266:17	330:4	211:14	ownership
312:8	267:3,4	331:20	otherwise	147:24
316:16	268:4,10	336:14	22:12	347:8
327:25	299:20	347:21	35:16	
347:4	opportuniti	ordered	47:1	<hr/>
onward	es 101:22	154:2	83:18	P
350:14	139:14	organizatio	219:25	p.m
open 227:4	140:7	n 32:9	344:21	152:12,13
267:6	202:12	88:1,2	ourselves	170:23
300:1	317:24	141:24	197:11	224:8,9
opened	opportunity	194:22	286:18	319:13,14
187:2	8:1 39:11	orient 15:4	outline	356:18
288:22	57:19	orientation	119:6	page 3:2
operate	123:15	231:23	232:8	4:2 5:2
293:4	139:10	232:14,17	241:1	18:17,18
operated	140:15	,23	outlined	38:12,16
12:3	211:3	236:12	12:24	40:9
operating	217:17	239:2,5	174:21	112:16
119:5	218:1	240:23	outset	113:13
137:9	220:17	268:12	114:4	117:2,3,5
operation	245:5	original	outside	123:3
81:25	257:7	174:25	63:1	128:12
operations	315:7	originally	140:14	156:13
248:15	317:4	79:21	179:10,11	174:9,12,
Operator	342:16	332:17	222:4	17 198:17
298:2	opposed 8:2	Ostrowerka	297:3,7	235:11
311:12	105:21	2:24 80:5	313:16	238:9
opinion	114:4	83:14	overall	246:18
40:25	163:4	86:17	131:15	247:17
102:9	314:23	100:6	144:17	263:6
127:10	opposition	149:17	248:4	276:16,21
137:11	104:25	220:16	over-budget	315:14
138:5	option	221:15	50:17	335:20
143:7,19	135:10	others 62:9	overhead	348:18,24
144:16,17	order 8:10	67:19	207:18	350:8
	9:22 14:4	87:25	paid	25:18,22
	31:24			

26:7,9,14 ,21 27:8,15 28:3,12 43:2,4,21 ,22 44:1 50:10 53:20 58:5 95:15 130:16,22 156:17,24 159:4,12 325:9 328:5 330:8,15 331:15 333:14 346:17 Pajunen 26:4,11 58:14 59:16,25 158:21 160:8 Pajunen's 58:17 Pam 54:5 57:3,16 152:15 156:19 157:3 271:1 PAMELA 3:15 152:18,23 153:5,9,1 2,17,20,2 3 156:5,25 157:6,11, 17,20 158:1,10, 13,16,19, 25 159:6,9,1 3 160:4 161:7,15 162:1,8 163:11,15 164:2,6,1	1,15,19,2 2,25 165:3,9,1 2,17,21,2 5 166:8 167:2,7,1 3,21,25 168:4,8,1 0,18 169:1,6,1 2,19 170:1,5,2 5 171:4,7,1 1,18,22 172:4,19, 25 173:14,17 ,23 174:2,5,1 5 175:14,17 176:5,9,1 5,20 177:3,6,1 0,14,18,2 1 178:3,11, 21 179:3,8,1 3 180:13,21 ,25 181:9,12, 20,25 182:4,8,1 3 183:15,21 184:1,7,1 2,16,19,2 4 185:3,9,1 4,18,21 186:1,5,8 ,20,25 187:4,8,1 1,17,24 188:2,6,1 0,24 189:5,8,1 1,17,20,2	3 190:2,5,9 ,12,19,25 191:4,9,1 8,21 192:2,7,2 0,24 193:2,6,1 5,20 194:24 195:2,8,1 8,25 196:4,9,1 5,19 197:5,17, 21,24 198:4,10, 14 199:8 200:3,8,1 3 201:2,11, 16,23 202:4,20 203:9 204:8,17, 24 205:11 206:6,9,1 9,22 207:7,11, 15,20 208:2,6,8 ,16,21 209:6,12, 23 210:2,9,1 3,21 211:5,11, 18,24 212:3,6,8 ,14,24 213:4,6,1 0,23 214:3,14, 18,25 215:9,13, 16,22 216:2,8,1 3,18,21 217:1,5,1 9,24 218:3,6,1	1,16,24 219:4,10, 14 220:2,11 222:5 353:3,17, 20 355:2,5,1 4,17 paper 25:17 26:1 156:15 160:7 259:13 papers 25:14 27:2 76:6 paperwork 223:9 Para 88:21 paragraph 13:8 14:24 15:5,11 16:23 17:20 19:4,10 21:9 27:6 38:15 44:6,25 46:12 70:6,10 75:22 76:13,17 88:22 94:24 107:7,8 109:20 117:4 118:25 119:1 120:15 121:9 151:10 159:15,20 160:10 161:17,22 162:4,19 171:21	174:20 180:17 183:18,23 214:22 231:21 233:14 235:18,19 260:5 269:7 286:12 336:3 349:13,17 350:25 351:19 paragraphs 76:21 160:5 183:6 paraphrasin g 226:8 parent 238:21 parents 241:18 parking 95:8 225:5 Parliament 140:19 participant 136:10 194:16 291:6 participant s 156:8 202:16 232:1 participate 299:8 participate d 300:14 312:4 participati ng 107:3 199:19 participati
---	---	--	--	---

on 195:13 237:7	106:6 110:12 125:16 325:25	past 137:16 286:23	17,24 202:14 203:7,10, 19,23,24 204:9,18, 25 243:23 244:22 245:6,24 251:13 256:24 290:22 291:1,4,5 ,6,17,21 292:6,10, 17 293:2,6,1 5,20 294:2,18 295:3,6,1 1,17,23 296:7,23 297:16 298:4,8,1 3,18,19 300:11,20 301:24 302:2,11, 15,21 303:17,24 ,25 304:8,18, 25 305:4,22 306:10,19 307:2,12, 20,25 308:3,10, 15,21,25 309:4,21, 25 310:3,6,1 4,23 311:9,13, 18,22 312:1,2,7 ,10,15,20 ,23 313:3,6,1 8,21 314:8,13, 17,18	315:10,15 ,22,25 316:1 317:12,13 318:7,17 319:20 320:5,13 PAUSE 15:1 16:6 18:10,15, 20 19:7 34:9,20 35:9 37:6,16 42:23 44:8 60:12 64:14,19 67:23 70:3 75:19 84:12 88:24 93:10 95:1 98:17 112:14 117:16 118:7 120:12 122:5 126:4,11 129:12 139:22 142:21 145:16 146:17 151:12 156:10 159:18,22 161:19 170:12,17 183:9 199:15 203:15 213:15 214:6 217:8 219:17 220:6 221:9
particular 27:23 31:4 65:23 68:22 71:6 95:11 100:12 114:24 122:17 137:11 165:4 205:9 209:10 242:14 254:11 256:18 257:20 292:19 294:17 314:1 323:20	partners 108:2 123:23 241:19 313:14 partnership 27:12,19 77:10 83:3,9 85:19,24 86:2 96:6 97:1,6 124:23 139:9 145:9 146:7 147:14 161:23 180:23 199:21 201:21 202:6,19, 22 203:2 210:11 217:12,16 ,18 218:14,21 219:20,24 220:21 270:20 271:11 276:25 286:18 partnership s 49:14 party 305:20 passage 255:3 passed 58:24 266:4 passing 245:21	path 135:25 Patrick 2:21 Paul 2:10 3:20 4:7 48:19 49:4 135:24 136:4,5,9 ,13,20 137:2,14, 21 138:1,9,2 0 139:2,12, 17,24 140:6,12, 18,24 141:2,8,1 2,19,22 142:3,14, 19,23 143:5,15, 18,22 144:11,15 145:1,5,1 2,18,23 146:5,10, 19,22 147:8 148:1,12, 22 149:3,11 166:4 194:14,15 ,16,25 195:3,9,1 9 196:1,6,1 0,17,20 197:15,18 ,22 198:1,5,1 1,20 199:12,17 200:4,10, 15 201:3,12,	17,24 202:14 203:7,10, 19,23,24 204:9,18, 25 243:23 244:22 245:6,24 251:13 256:24 290:22 291:1,4,5 ,6,17,21 292:6,10, 17 293:2,6,1 5,20 294:2,18 295:3,6,1 1,17,23 296:7,23 297:16 298:4,8,1 3,18,19 300:11,20 301:24 302:2,11, 15,21 303:17,24 ,25 304:8,18, 25 305:4,22 306:10,19 307:2,12, 20,25 308:3,10, 15,21,25 309:4,21, 25 310:3,6,1 4,23 311:9,13, 18,22 312:1,2,7 ,10,15,20 ,23 313:3,6,1 8,21 314:8,13, 17,18	
particulari ty 86:9 91:14 particularl y 77:20 102:8 140:22 175:18 193:15 208:25 particulars 233:13 parties 6:24 21:14 22:17 23:2,7,10 133:19 292:23 304:13 314:3 321:14 partner 8:8,14 42:11				

223:15	332:14	338:16	26:15	237:19
244:1	336:19,24	per 49:11	36:10	243:4
250:25	340:15	50:3,4	91:14	299:18,23
259:15	payments	55:13	102:12	300:12
260:8	27:11,18	75:23	128:9	328:25
267:12	44:11	76:8,16	133:7	342:13
270:23	45:11,17	78:6	169:21	personal
274:15	46:1,14,2	95:18,20,	170:7	112:6
276:18	5 49:25	24 96:17	178:16	198:21
281:2	52:20	119:2	204:7	237:20
284:23	53:3	156:19	228:10	266:11
286:14	95:16,24	158:2	247:20	291:14
287:4	96:17,20	174:21	260:3	310:11
288:6	150:2	perceive	297:15,16	personality
297:19,24	157:9	192:10	316:13	301:22
300:18	160:13,21	309:5	period 10:2	303:4
308:8	347:6,23	percent	13:3	personally
311:20,25	PDF 173:25	21:16	19:22	202:15
323:17	174:8,9	22:6,10,1	31:17,20	personnel
334:20	175:25	3,16	32:4	84:19
335:22	176:4,8	23:1,6,15	46:22	220:22
338:25	PDFs 176:14	25:2	68:6,15	person's
346:21	pe 246:6	158:11	79:4	22:2
348:20	pecuniary	159:1	100:24	perspective
349:15	237:11	163:4	106:19	47:10
350:10	238:3	288:3	111:20	198:13
351:3	240:16	336:24	133:21	pertain
pay 9:22	241:20	339:23	144:22	243:6
49:10	people 53:3	340:22,25	146:8	pertained
50:8	92:7	347:6,23	154:15	239:1
330:11	110:10	percentage	167:4	phone 111:6
331:20	111:19	21:20	178:24	310:11,18
347:5	124:23	24:4	201:18	physical
paying	168:19	perception	215:20	155:8
46:21	195:6	303:13	220:10	210:15
payment	207:5	perfect	270:9,14	pick 134:7
42:21	208:14	77:2	294:16	picture
45:11,14	210:16	117:4	306:21	20:2
48:7,12,1	229:7	123:22	310:16	piece
5,21	241:21	perform	person	329:10
49:22	254:1	43:11	14:10	259:12
50:1,4,15	262:2	performed	28:22	pinpoint
51:11	267:22	48:12	49:20	215:23
52:7	295:13	324:24	50:11	placed 75:4
53:1,10	296:1,3	performing	93:16,18,	182:2
54:2	302:6	325:2	21,23	
56:25	303:6	perhaps	134:24	
59:19,21	306:2		165:24	
158:2,5			179:24	
287:21			222:3	

places	204:3	121:11	political	291:25
95:10	222:19	137:4	305:24	292:3
plan 100:21	225:15	146:2	politically	307:8
129:5	269:7	151:18	140:3	positions
163:21	270:21	157:13	politicians	58:22
279:22	271:6	166:2	314:21	153:8
280:2	273:6	172:21	pony	207:25
planning	276:16	196:11	257:12,14	positive
47:2	280:25	200:21	313:9	195:10
77:10	286:12,21	221:23	314:1,22	200:2
79:20	287:11	226:11,18	poor 65:10	238:11
154:19	290:13	233:6	pop 301:19	240:17
294:14	304:10	234:11	populated	positively
296:12,17	305:23	251:6	207:18	296:1
,25	328:25	258:16	208:19	positives
297:4,8,9	335:20	275:2,3,5	281:6	318:4
299:5,8,1	339:5	276:7,22	301:13	possibility
0,18	346:13	278:20	portfolio	29:1
300:15	348:18	281:19	258:20	135:5
plate 75:7	349:13	285:6	portion	205:10
121:3	350:8	289:14	43:10	possible
307:14	351:1	292:25	109:13	29:14
play 232:4	355:4	294:12,25	147:9	77:22
239:22	pleased	312:25	186:9,11	102:4
played	145:20	316:7	205:4	121:4
195:12	pleasure	317:23	206:10	124:13,14
playing	51:6	320:6	265:10	149:7
324:16	116:8	324:13	273:10	205:5
pleasant	211:15	331:24	portioned	241:19
318:11	305:2,9	340:20	134:1	329:24
please	plenty	341:7	portions	possibly
18:17	101:22	pointing	138:14	28:24
34:17	plus 20:9	305:6	168:21	61:3
37:18	217:22	318:10	183:5	107:12
38:13	PM 29:5	points	273:23	125:10
42:20	point 17:12	123:5	274:6	267:21
44:6,24	33:3	188:19	288:19	307:8
112:11	38:16	220:9	position	post 196:16
115:14	42:15	271:24	58:17	199:2
146:13	46:25	275:1	86:16	204:21
148:15	49:7	280:24	116:10	301:16
153:13	51:20	policies	208:25	304:1
170:15	68:21	59:20	212:16	post-OEB
183:6	70:12,18	293:13	227:4	148:5
189:1	92:21	policy	238:12	potential
198:11	105:24	43:13,16,	256:4	29:1
200:15,18	108:4	18	277:13	128:14
203:12,25	109:9	polite		
	115:21	291:20		

139:18	31:14,22	,24 256:1	24:7	ns 65:8
154:22	32:3,14	258:5	preliminary	165:15
190:1,16	46:20	269:5	276:8	166:7
208:1	47:16	270:3,5,1	premise	189:25
209:5	49:10	3 281:19	114:3	190:16
242:25	51:20	282:11,21	preparation	221:25
272:17	52:14	283:4,11,	69:20	222:3
276:9	60:22	18 284:2	95:25	272:17
279:15	71:8	310:7	prepare	320:23
280:3	79:17	312:5	157:21,22	presented
potentially	81:18,25	313:12,23	158:4,7,1	131:6
75:10	83:2,9	,24	8 159:5	132:25
78:8	85:18	314:19,20	prepared	160:14
97:12	86:24	316:12	6:16	161:8
128:23	87:25	317:2	65:20	273:1
139:7	89:4	321:6	66:7	338:20
140:7	109:5	322:9	80:12	presently
power 7:12	123:4	323:12	92:13	225:25
8:17	124:14,16	331:5	163:2	264:9
20:15	,22	332:17	208:15	president
27:10	125:1,15	333:15	224:2	137:9
39:20	140:9,13	338:17	271:1	141:14
59:7	145:8	Powerstream	334:23	143:2
61:4,13	146:13,14	47:7	335:5	144:2,4
113:9	,20	PowerStream	345:3	163:18
146:12	147:4,15,	.pdf	preparing	261:3
160:12	16,25	174:1	11:16	312:4
264:6	148:5,16,	PowerStream	present	313:23
265:24	18 150:5	's 142:10	232:25	314:19
266:1,6	155:25	practice	242:21	pretty
285:7	171:17,24	8:3	263:1,3	53:15
326:7	172:2	137:18	272:11,13	72:8
327:18	174:8	154:16	312:19	91:15
331:12,19	176:3,8,1	163:23	340:20	99:19
346:16	3,16,25	164:13	349:9	210:7
347:17	178:18	239:8	presentatio	211:22
350:16	179:7	267:20	n 131:16	212:12
PowerPoint	183:2	pre 142:5	160:18	231:2
339:7	184:18	preceded	190:23	prevented
345:8	200:25	354:22	233:8	221:4
powerstream	202:2	predicated	236:15	previous
2:21 8:8	217:14	293:23	338:10,14	8:2 21:17
9:15	219:21,24	298:22	,23 339:2	94:12
10:10,14	246:7,15,	339:17	340:6	110:5
15:15	24 248:10	preference	345:9	129:16
20:8	249:4,14	124:13	350:23	196:3
23:10	250:6	prejudices	351:20	284:6
24:8	251:21,22		presentatio	293:7
29:14,22	252:9			294:22
30:2,9,11	253:19			
	254:11,12			

295:24	355:5	154:25	148:6,13	296:11
299:16	private	264:8	149:4	proposed
317:14	63:1	290:11	197:1	328:17
previously	237:20	proceeding	198:13	329:15
3:5 4:4	355:24	130:25	237:25	336:11
7:2 34:24	privately	160:1	314:23	proposing
43:22	99:12	263:8	progress	324:3
48:3 94:6	103:3	proceedings	218:19	proprietor
222:21	privilege	98:11	progressing	150:15
267:17	6:19	180:15	125:12	prospect
353:3	privileged	355:23	progression	60:20
pride	80:8	proceeds	305:11	protect
217:12,15	355:21	339:13	prohibit	237:9
primary	pro 249:22	347:7	237:10	275:16
106:6	probably	process	projects	Protection
printed	30:17	32:18,21	14:1 32:7	266:10
119:8	60:5	121:12	prolonged	proud 203:8
prior 7:19	77:12	133:20	46:22	provide
11:1,8,21	81:6 98:1	136:22	promissory	20:8
21:2,18	112:1	163:21	324:3	30:22
30:1	158:20,21	168:17,20	325:13,14	31:24
32:23	177:15	,25	326:6	63:13
101:17	183:7,12	169:5,10	327:3,5	66:11
103:5	290:1	172:22	332:21	104:1
106:4	294:11	178:9	340:3	138:11,19
119:13	311:15	179:1	prompt 81:7	149:6
138:2	problem	180:18	proper	163:24
169:17	6:22	195:6,14	226:9	166:4
182:9	88:11	199:1,4,6	227:6	168:23
196:16	91:16	201:4	properly	179:6,10,
198:1,6	106:14	202:17	13:15	11 195:17
206:4	149:17	210:15	145:24	202:13
207:9	167:3	222:14	194:23	232:17
212:19	305:20	248:10	proponents	242:2
226:20	problems	257:3	155:9	244:15,16
233:22	228:8	312:12	proposal	246:2,4
251:18	procedure	processes	40:13	253:13
291:24	137:9	63:14,19	146:11	267:4
321:24	163:17	product	326:11	268:13
322:8	proceed	289:9	proposals	289:14
priorities	79:10	professiona	155:8	311:2,3
139:5,6	83:8,18	l 137:24	183:24	316:14
296:21	85:15,17	138:10	propose	provided
300:13	180:5	139:13	244:17	7:13 8:13
priority	223:4	142:24,25	266:24	9:13,16
300:4	224:2,12	143:6		10:6 27:2
privacy	proceeded	144:16		48:4
266:11		145:2		98:13

111:23	226:17,23	231:19	356:15	228:14
153:11,16	228:15	261:6,10	put-up	229:3
154:7,9,1	266:6	262:25	251:5	246:19
2,15,18,2	312:8	348:17		253:7
0,23	313:25	pulled	<hr/>	270:1
155:3,6,1	316:16	96:14	Q	277:13
1,13,19,2	provincial	170:22	qualified	294:20
4 156:4	306:7	punctuality	277:8	297:1
164:9	308:16	306:23	quality	302:16,19
168:11,21	provision	purchase	65:18	303:14
169:23	7:9 32:11	9:5 12:24	quantum	306:9
172:8	33:5	15:9	130:20	307:14
178:8,13,	138:5,16	16:24	quantums	314:12
24 185:2	240:2	27:9	131:1	315:18
186:23	provisions	116:11	quarter	316:22,24
194:19	235:25	325:10	50:16	327:2
195:11	239:21	336:5	question	342:14
198:6	240:19	339:24	6:20,22	343:22
239:5	281:24	pure 220:22	16:13	344:4
243:18	proximity	purp 303:14	28:12	346:18
248:12	173:10	purpose	35:12,21,	348:25
268:3,8	258:5	22:15	25 36:7	350:15
320:23	public 49:9	115:22	40:10,11,	354:8
324:9	112:21	159:3,4	12 43:18	355:11
326:6	113:7	185:2	58:5 70:7	questioner
331:5	141:15,25	237:5	82:18	133:6
336:11	142:7	244:15,17	86:22	questioning
340:19	237:9,23	246:1	87:17	88:13
345:25	240:15	247:21	90:18	132:22
provides	260:15	249:12	100:7	194:20
32:12	264:10	251:7,15	115:1	224:18,21
228:15	265:10,25	253:9	127:1	259:19
providing	266:3	256:18,23	131:23	298:20
8:23	267:7,23,	296:16	134:23	305:23
62:15	25 317:5	purposes	142:4	311:1
119:10	355:23	261:6	144:12	318:18
120:10	pull 16:3	pursue	150:19	352:12
142:7	25:12	31:23	152:5	356:2
174:24	34:16	152:4	166:2	questioning
175:9	64:11	276:24	178:17	's 220:20
186:12	70:7	pushed	179:24	questions
246:7	133:25	197:10	196:24	6:9,14
268:10	151:10	puts 130:20	197:16	20:5
306:13	153:14	putting	198:1,16,	28:10
314:23	156:8	8:16 30:5	23 210:17	33:10,17
317:6	159:14	101:11	220:25	36:1 38:2
province	170:8	242:5	221:23	43:1
197:13	173:2,19		224:15,16	49:18
202:23	199:13		,20	51:7
203:4				

61:17	321:18	range 39:18	reading	110:4,8
70:11	quiet 227:7	rate 47:1	44:18	133:6,15
88:20	quit 88:5,7	283:8	47:16	134:2,24
93:7,13	quite 9:20	330:4	93:23	146:24
94:16	22:25	ratepayers	112:9	188:4
98:4,12	30:14	148:25	197:15	190:14
113:14	40:7	218:2	ready 50:24	205:10
133:3	49:21	rates 139:5	real 217:22	248:23
135:16	50:14	rather 24:8	realize	258:23
136:17	68:24	97:9	255:25	264:20
149:14	69:10	112:21	256:9	267:6
150:2	71:3,9,13	142:24	realized	303:16
151:15,24	,21 80:21	294:12	22:2	307:18
156:7	88:10	314:1	172:15	347:15
166:10	121:21	317:20,22	178:14	reasonable
167:15	130:23	318:11	realizing	51:19
179:15,17	134:15	347:17	172:8	138:10
,19,20	298:7	350:16	really 8:17	139:13
180:16	309:15	351:24	9:9 24:7	200:20
182:15,20	355:11,23	ratio	43:17	203:7
186:18	,24	327:22,25	52:3 56:4	301:18
193:22	quitting	rationalize	84:7 86:8	316:13
194:10	86:16	264:5	88:12	reasonably
205:4,20	87:23	265:23	90:3,6,20	293:7
207:5,23	88:1	266:18	91:16,19	reasoning
211:14	quote 30:6	rationalizi	92:5	159:6
215:2	353:25	ng 248:15	95:11	reasons
217:21	quotes	re 340:22	113:18	11:20
221:12,15	162:12	reach 20:2	114:22	91:20
223:9	<hr/>	91:2,4	142:4	227:6
224:3,23	R	200:22	198:19	264:15,17
226:2	raise 6:24	reached	202:9	299:2
268:21	84:19	103:2	221:1	304:19,20
273:14	196:12	228:21	240:25	recall
286:7	211:3	296:10	245:2,10	10:18,23
290:15,18	raised	reaching	256:17	16:13,17,
302:6	137:4	137:5	304:14	19
320:18	198:2	react 118:1	311:2	17:10,12
335:1	211:7	reacted	318:1,2	18:25
346:10	raises	73:8	320:2,3	21:23
349:10	239:23	reaction	326:15	31:4,13
350:23	Ralph 65:7	62:22	331:23	33:4
352:9	106:20	71:12	337:7	43:18
354:6,9	159:15,25	72:8	realm 267:7	45:7
355:13	ran 229:7	131:5	reason	76:13
quick 16:9	295:8	reacted	24:17	77:8,12,2
204:1	296:4	73:8	46:18	0,24 78:1
quickly			104:1	90:5
137:3				98:20,22
172:10				

100:10,22 ,23 101:12 102:2 107:11 108:9,14, 21 109:9 111:21 112:2,5 115:2,5 116:4 119:20,24 124:25 127:6 128:3,10 130:13 131:4,9 135:10 136:20 144:9 157:18 158:7,17 159:2 160:18,21 161:25 163:7,11 165:10 171:12,13 ,16,24 172:1,6,9 ,16 176:2,3 177:14 180:20,24 182:3 183:18 184:12 186:14 188:18,25 198:17 200:14 204:12 206:1,11, 16 210:3,4 226:10 229:11 233:10 245:18 249:9 250:20	251:8 254:13,16 ,17 255:16 257:24,25 258:1,2 260:17,23 261:16,18 ,24 268:3 276:3 277:14 280:7 281:4 283:22 286:3,5 294:6 297:12 304:5 306:17 307:3 308:5 309:9,20 310:7,12, 16 313:13 318:20 324:6 330:10,12 331:6 335:12 348:2 352:19 recalling 312:18 331:3 recapitaliz ation 9:23,25 30:19 324:5 327:15 328:12 329:10 331:6 332:22 340:2,23 344:18 receive 6:19 7:13 43:9 48:15	156:20 157:15 336:6 343:2 received 26:2 52:13 54:18 61:7 87:10 111:5 116:14 155:8,25 156:1 157:1 158:2 181:7 188:12 206:13 214:8,10 216:11 237:4 243:23 260:1 266:5 277:20 278:4,6 295:20 323:7 338:7 354:25 receiving 336:23 340:7 recent 22:9 recently 244:14 246:3 reception 309:11 recessing 82:12 152:12 224:8 319:13 recognize 128:1 176:7	198:22 235:23 287:14 304:1 recollectio n 31:10 77:2 151:21 157:12,14 158:23 160:17 161:5,13 163:14 165:22 176:11 178:7,19 186:10 188:16,20 191:1 205:8 234:12 255:14 257:19 278:3 279:16 310:22 323:1 340:18 341:3,7,1 1,15 345:19 recollectio ns 154:19,21 ,24 155:14 recommend 63:14 recommenda tion 30:7 42:3 61:3 recommended 147:5 reconsider 307:8 record	98:10 113:15 158:3 180:14 193:1,5 240:25 273:21 recorded 155:16 185:16 186:16 191:19 192:11 240:23,24 274:2 recording 193:8 recover 222:16 Re-Cross- examinati on 3:23 rectify 177:8 red 38:3,5 40:17 65:3 93:18 redacted 28:23 35:6,15 97:19 redaction 152:5 redeeming 340:2 Re-Direct 3:13,22 4:9 149:25 221:21 348:16 reduction 231:7 redundant 86:25
---	---	--	--	---

221:5	16:10	87:9	266:9	250:18
reelected	32:13	143:16	regulatory	253:23
229:17,19	95:23	226:14	32:7	316:11,15
re-	151:3	236:6	reinforces	,18
examinati	162:22	246:25	293:3	317:15
on 149:22	169:24	267:8	rejecting	relationshi
179:25	174:11,13	268:18	301:7	p
318:22	183:20	regarded	rel 83:23	86:8,15,2
348:12	287:13	143:14	relate	4 87:22
refer 70:8	307:22	197:23	95:23	88:11
94:22	referring	217:12,16	related	89:5
96:18	64:9	306:25	47:20	90:15
110:16	93:17	regarding	59:3	92:23,25
125:25	106:17	115:21	75:15	143:3,8
168:20	124:6	116:1,12	87:25	144:13,16
183:23	171:25	118:19	95:8	148:17,18
229:14	246:17	124:4	137:5	,23
234:22	260:2	136:17	138:12	154:8,11
235:17	317:20	regardless	143:9	195:11,22
236:13	refers	238:20	200:25	197:2
251:6	104:22	regards	247:2	211:21
313:7	113:6	132:22	297:6	219:1,3,2
reference	181:22	137:14	304:14	0,23
26:14	236:4	198:2	307:9	220:14
35:17	reflect	region	309:6	221:4
83:24	200:17	142:8	324:2	242:14
95:16	201:19	regional	relates	251:16
96:10	294:3	140:8	73:5 96:4	292:12
121:6	reflected	registered	266:5,8	303:2
157:4	26:7	308:19,22	relating	306:15
175:8	158:9	,25	27:9	relationshi
231:13,18	reflecting	registratio	54:15	ps 219:22
232:6	160:7	n 308:12	81:25	relayed
238:2	306:11	310:24	82:18,19	77:23
239:3	reflection	Registry	88:21	78:7
244:21	114:24	308:11	105:18	release
245:5	reflective	regular	115:1	115:23
246:3	110:22	13:25	245:7	116:11
248:20	refresh	14:11	relation	262:15
250:17	270:4	55:8,15	132:24	released
253:13	refreshed	57:25	249:16	205:5,23
254:9	145:19	215:7,20	relations	262:3,12
258:9	refreshing	307:5,10	86:10	relevance
259:20	71:7	regulation	141:15,16	95:11
291:2	99:17	233:18	,25	220:23
352:4	regard	regulations	142:7,8	relevant
references	85:25		247:2	35:17
350:16				83:23
referred				

220:20	281:9	reports	243:13,23	263:25
312:25	284:15	150:5	require	resolve
314:2,9,2	314:6	354:24	325:25	262:18
4	333:5	represent	required	resolved
relied	334:6,16	139:25	9:25 14:5	14:18
324:24	353:15	205:19	40:20	79:8
reluctance	remembering	226:1	41:2,4	211:8
262:12	289:13	representat	55:7	264:9
remain	remind	ion	77:10	267:17
62:14	271:4	162:17	104:3	resonate
remaining	removed	representat	110:4	317:10
175:7	113:11	ive	233:18	resources
remarks	165:8	156:22	264:19	31:22
63:23	removing	representat	requirement	58:21
84:18	163:7	ives	62:13	153:3
reme 278:1	Remuneratio	230:8	330:12	194:23
remember	n 96:18	232:16	requirement	196:22
16:17	rendered	257:4	s 66:10	221:2
31:1	251:22	representin	requires	282:21
99:25	253:2	g 98:10	228:24	respe
100:3	repaid	136:10	res 89:21	277:20
122:24	327:7	140:20	reschedule	respect
127:22	repay	180:15	309:16	51:24
129:15	326:11	194:17	310:19	52:19
131:5	327:3	246:14	rescheduled	54:14,20
169:21	repayment	248:9	309:17	57:20
171:9	325:14	291:7	reservation	58:9
172:13	326:6	represents	355:7,10	60:4,20
173:15	rephrase	282:2	resident	64:23,24
174:3	114:22	reproduced	225:22	66:18
175:12,15	replace	287:9	229:17	70:19
176:18,23	150:10	reputation	resign	78:11
178:2	report	49:4,8,16	89:3,9	81:24
186:9,16	122:23,25	296:2	resignation	84:9,18
187:18	126:18	reputational	89:21	86:2
188:14	127:10	1 51:25	91:24	90:20
190:18	128:24	request	92:1	91:10
192:1,5,2	130:10	40:13	resigned	155:18
3	266:12	61:14	89:25	156:17
204:7,10	334:23	262:21	90:5	162:15
208:11	335:17	requested	92:4,5,7,	172:23
234:14	338:5	106:21	12,21,22	173:12
269:9	345:3	119:11	resolution	178:9,18
271:21	reporting	165:7	79:11	197:25
272:1,18	122:24	253:12	91:25	205:4,18,
273:14,20	303:2	requesting	133:9	20 206:25
278:1				207:3
280:16				208:24
				209:3,18

210:8	responsibil	300:8	130:10	254:22
211:9	ities	retainer	133:19	255:10
215:3	63:8	251:20	163:19	riding
216:11	143:20	252:7,8,1	173:5	140:20
218:23	144:19	4,18,25	206:3	141:3
219:7,8	145:3	retaining	232:7,13	right-hand
224:14	195:4,22	340:25	234:3	115:11
235:24	197:2	retention	236:18	rightly
290:6	259:6	67:2,16,1	239:3	293:15
350:18	260:19	9	241:6	rights
353:19	293:9	retire	243:17	32:12
respected	responsibil	99:24	245:8	Robert
197:12	ity 77:17	100:21	250:20	150:13
respectful	144:1	102:13,15	264:5,22	Rockx
57:15	responsible	,16	reviewed	181:15,18
306:15,24	147:2	retirement	15:23	,22,23
Respectfull	155:5,20	100:5	19:14	role 12:20
y 300:11	169:15	101:8	21:11	50:10
respectivel	rest 262:14	102:5	69:23	155:4,7
y 281:23	339:7	104:2	168:22	167:11
respond	348:23	retiring	265:23	189:13,15
6:20	restricted	100:21	266:13	,19
72:10	302:7	101:4	reviewing	195:11
342:15	result	102:22	16:14	232:4
responded	47:18	return 7:14	226:6	310:7
71:25	52:12	20:9,16,2	revised	roles
297:5	55:4 57:4	1,24 21:4	21:13,14	152:24
responding	74:23	36:9	revisions	153:1
260:21	75:8 76:9	139:6	13:20	Ron
response	80:15	returned	335:6,13	350:17,24
37:20,23,	86:14	161:2,4	revisit	351:17,20
24 40:17	87:22	264:10	309:9	room
65:3	195:14	returning	RFP 9:9	9:14,16
113:13	201:20	86:18	30:5	32:7
174:23	206:3	reverse	40:19	135:15
175:2,3,5	251:12	48:12	41:2,4,14	185:8
,7,11	306:3	reversed	,24 97:3	186:7
176:13	353:13	48:8	136:23	207:19
207:5	resuming	review 45:1	155:7	225:23
230:12	82:13	68:2 69:5	168:15	300:3
235:16	152:13	78:11	169:5	rose 264:9
246:20	224:9	97:3	174:22	rough 39:13
316:2	319:14	105:19	175:3,8	roughly
responses	retain	112:9	190:17	158:14
38:3,5	147:23	118:25	199:4	routine
155:10,12	retained	126:7	272:21	
323:21	41:1,6		Rick 199:24	
	287:7		242:23	

14:1 30:2 rules 40:21 run 299:5,11 running 298:23 319:22 rush 322:1 Ryan 2:19 3:8 4:8 33:14,15, 16,21,24 34:4,11,1 6,22 35:1,5,11 ,23 36:4,10,1 8,21,22 37:2,8,13 ,18 38:4,11,1 8,24 39:2,7,12 ,19,25 40:4,8,16 ,23 41:5,9,13 ,22 42:4,8,12 ,14,19,25 43:7,12,1 5,20,25 44:4,10,1 4,17,22 45:6,10,1 5,20,25 46:7,11,1 8,24 47:5,12,1 5,22 48:1,6,10 ,16,20,25 49:6,17 152:6 166:13 298:1 318:25 319:4,9,1 8	320:16,17 ,22 321:1,5,9 ,12,16,20 ,23 322:3,6,7 ,13,15,18 ,21 323:2,6,1 0,15,19,2 3 324:8,13, 19,23 325:1,4,7 ,12,17,20 ,24 326:3,10, 14,18,24 327:4,7,1 1,14,21,2 4 328:3,8,1 0,15 329:12,13 ,18,23 330:2,7,1 4,20,23 331:4,9,1 2,14,17,2 2,25 332:3,6,9 ,12,16,20 ,24 333:1,7,1 0,13,19,2 2 334:1,6,8 ,14,17,22 ,25 335:3,8,1 1,16,19,2 4 336:10,14 ,18,22 337:2,6,1 0,14,21 338:9,13, 16,19,22 339:1,4,1 1,16,20,2 3	340:1,5,9 ,12 341:2,10, 14,17,21, 25 342:5 343:4,5,7 ,10,15,18 ,21,24 344:2,8,1 2,13,23 345:1,5,8 ,12,18,24 346:3,9 <hr/> S <hr/> sa 274:25 sabotaged 85:24 safe 140:25 201:7,12 safety 264:22 sake 160:24 salaries 259:23 262:3,12 264:6 265:24 266:9 267:8 salary 216:23 260:15 264:13 265:25 sale 9:12 47:19 71:4 95:9 101:18 102:6,9 104:25 105:21 113:20 154:22 159:10 196:16,18 199:2 346:7	350:15,16 351:23 sales 21:2 salient 275:1 Sandra 2:12 15:6,21 94:25 95:15 96:1 226:1 228:3 242:23 243:15 249:16,25 250:5 254:21 259:19,25 260:18 261:1 262:17 285:12 292:9 Sara 15:21 243:11,17 245:5,8,1 2 249:22,24 256:25 sat 99:23 309:11,25 satisfactio n 147:13 satisfy 136:14 saved 240:5 290:6 saving 239:20 240:2,19 savings 126:18 128:14,22 saw 17:2 173:6 176:7 216:7	245:12 scale 277:1 scenario 123:22 200:5,6 scene 78:18 schedule 307:17 scheduled 275:9 276:1,4 278:24 309:10 349:18 school 227:22 241:9 science 33:19 scope 63:2 83:22 246:9 251:21 252:17,24 253:1 score 282:20 scored 168:22 183:24 185:12 281:19 282:21 283:3,18 284:1 scores 147:6 155:16,22 188:17 191:16 192:15,17 ,18 206:2,21 207:13 208:15,18 273:22 281:14
--	---	--	---	---

283:17	44:23	40:11	266:3	108:20
284:5	46:11	51:11	secured	132:13
scoring	96:10	52:7	9:19	144:5
147:1,3,9	104:20	77:24	199:5	173:10
,10,15	109:14	95:14	securing	176:12,14
155:7,11,	110:15	117:23	11:14	184:5,9,1
14,18,21	121:6,8	162:25	123:4	1 189:4
169:17	122:14,18	163:7	seeing	250:12
183:4,18,	,19	165:7	102:23	305:24
19	123:3,8	174:20	175:12	343:11,14
184:4,22	126:8	186:12	176:2,3	sele 312:11
191:10,13	146:10	200:17	285:10	selected
193:18	153:15	203:20	320:9	9:16
200:18,20	154:6,7	221:7	seek 140:14	10:11
,23	155:7,23	232:23	239:12	12:22
206:11,12	156:12	260:11	seeking	selection
207:1,9	162:10,18	263:16	28:24	312:12
208:4,14	174:9	264:4	seem 85:7	sell 163:4
280:22	200:16	271:25	158:12	199:10
281:13	203:24	273:11	205:22	202:9
283:24	234:25	274:6	223:9	346:15
284:8,21	244:4,5	275:3,5	231:3	selling
285:1	263:2	285:18	264:18	107:4
screen	271:6	297:22	264:18	163:4
17:2,25	273:5	312:7	304:20	347:16
25:13	276:20	325:13	347:21	348:6
40:12	279:8	seconded	seemed	sells 347:8
108:18	288:2	263:9	71:13	send
160:7	335:24	secondly	74:20	133:19,20
183:7	348:22	237:5	160:20	sending
185:22	349:23	324:2	259:7	93:19
191:23	350:13,21	secret	290:14	171:9
200:16	351:22	216:20	297:5	173:16
261:6,9	scrolled	secretary	344:5	174:4
288:3,4	96:15,24	153:4	seems 46:2	senior
315:13	scrolling	194:22	52:20	308:15
351:10	16:12	195:23	55:22	313:8
screwed	154:12,23	196:23	76:20	sense 16:11
177:15	156:13	section	91:13	24:14
scroll	174:10,12	25:3	184:20	31:7 40:1
15:11	287:21	44:11	185:1	52:18
16:9	sealed	81:2	190:20	55:1
18:23	175:4,9,1	174:22	205:21	61:11
25:25	6	175:5	249:15	62:8,17
28:20	searched	238:16	277:24	70:19,25
29:5	307:4	sector	289:19	73:1,4
37:3,14,1	second	137:18,19	335:1	75:8
9,22	18:13	202:16	347:15	
38:13	22:22	265:25	seen 38:8	
40:9				

78:16	sentence	67:2 68:3	21 126:18	283:12
101:7,17	29:13	69:5,10	130:9	295:25
102:21	77:14	78:12	133:9,10	296:4
103:14	115:24	83:20	134:21	seventy
107:19	116:7	104:1	139:5	184:10
109:2	117:23	112:22	142:7,17	seventy-
113:3	120:3,14	114:17	143:24	five
120:8	121:8	116:2,13	148:9	215:5
132:11	162:24,25	118:24	150:6	several
138:21	163:8	119:4	231:1,5	140:7
140:13	165:7	120:6,18	244:15	215:24
142:6,13	260:11	121:22	246:4,7,1	248:13
192:13	separate	124:24	0 251:22	266:4
207:4	137:5	126:7	252:17	271:10
210:18	176:4	128:13	253:1	281:5
219:1,12	189:25	130:23	268:13	295:7
228:7	separated	228:22	281:24	306:20
230:5	175:3	313:17	313:12	322:10
275:16	separately	serviced	session	shape 254:2
291:9	36:11	313:20	154:20	share 9:5
293:11	September	services	231:23	12:24
300:2	97:2,4	7:10	232:14,23	27:9
303:7	109:2	10:15,21	236:12	62:25
305:11	165:16	11:1,7,20	239:5	111:1
sensed	166:7	12:3,7,13	264:10	115:22
102:4,12	190:1,17	13:14	267:6,24	116:11
103:10	272:4,7,1	14:5	275:5	143:6,9
sensitive	6 279:10	15:9,10,1	276:1	148:15
84:17	series	8,22	296:12,17	164:16,20
140:3	45:11	16:24,25	,25	165:2
192:11	176:13	19:2,13,1	297:4,9	196:25
193:13	354:8	8 20:8	299:6	198:7
sent 38:5	serious	21:10,12,	300:25	222:2
60:16	88:11	15,19	351:16	292:25
94:8	110:6	25:5	sessions	306:10
170:3,20	seriously	31:24	199:20	336:4,24
171:12	169:10	48:3,11	232:24	339:24
172:3,7,1	172:14	62:15,16	299:8	shared
5	SERVCO	63:14	sets	11:1,7,20
173:2,12	130:17	69:23	237:5,6	12:3,7,12
175:23	serve	82:22	240:1	13:14
177:1	305:2,8	84:9	278:3	14:4
243:11,21	service	91:10	setting	15:18
244:12	7:12,13	107:5	193:16	16:25
245:7	8:4,23	108:11,19	seven	19:2,13,1
249:22	30:21	113:21	13:18,22,	7
271:2	31:23	115:4	23	21:10,19
301:7		118:20	14:2,6,9,	25:4 62:9
335:5		123:23	10 199:22	68:3
349:19		125:1,17,		

69:5,23	314:5	11:3,9,15	,17,23	72:2,5,9,
78:12	shock 73:7	,18,22	44:3,13,1	17,25
82:22	shocked	12:4,9,14	6,20	73:6,10,1
83:20	72:10	,18,23	45:4,8,13	4
84:9	short 100:2	13:6,16,2	,19,23	74:14,19,
91:10	116:18	5	46:4,9,17	25
107:5	119:6	14:12,15,	,23	75:10,17
112:20	144:22	19 15:4	47:3,8,14	76:1,4,10
113:21	235:1,3	16:9,12,1	,21,25	,12,18,25
115:4	247:14,18	6	48:5,9,13	77:8
118:20,24	294:16	17:1,9,14	,18,22	78:2,7,19
121:22	299:14	,18,24	49:2,12	,23
123:23	309:23	18:24	50:3,12	79:1,5,18
124:24	shorter	19:20,24	51:5,13,1	81:14,19
128:13	103:19	20:13,23	7,21	82:1,17,2
133:9,10	108:17	21:6,22	52:2,15,2	4 83:4,10
139:5	115:4	22:8,18	4	85:20
145:23	shortly	23:3,12,1	53:5,12,1	86:3,6,12
148:9	109:2	6,21,24	7,22,25	88:4
221:24	225:4	24:3,10,1	54:3,6,9,	93:16
257:19	243:22	5,23	22	94:1,5,9,
shareholder	short-term	25:6,11,2	55:5,10,1	13,23
7:20	46:15,19	3	5,20	95:7
139:15	shotgun	26:8,12,1	56:1,10,2	96:2,7,21
202:13	32:13,25	7,23	2	97:11,16,
shareholder	33:6	27:4,17,2	57:1,6,11	21,23
s 8:25	showed	2	,17,22	98:2,8,9,
9:6	312:24	28:5,8,13	58:2,7,11	21
154:25	showing	29:3,11,1	,15,19,23	99:1,5,10
shareholder	122:15	9,25	59:1,8,13	,14,20,25
's 32:11	306:16	30:13	,23	100:11,16
33:6	307:6,22	31:3,9,18	60:2,7,23	,23
138:6	shown 172:5	32:5,16,2	61:5,9,15	101:5,9,1
shares	shows 96:25	2	,20	5,20,25
107:4	170:22	33:2,8,15	62:3,6,11	102:7,14,
163:3	267:16	,20,23	,24	24
287:22	313:9	34:2,6,13	63:11,18,	103:7,11,
325:10	314:1	,25	24 64:7	17,23
351:24	Shuttlewort	35:3,6	65:4,15,2	104:6,10,
sharing	h 3:5	37:1,12	1,24	16
112:6	7:2,6,7,1	38:1,10,1	66:2,9,15	105:1,6,8
she'd	6,21,25	7,23	,20	,13,16,22
212:18	8:5,10	39:1,5,9,	67:4,9,14	106:2,7,1
she'll	9:1,8,13	16,22	,17,21	2,15,18
225:4	10:8,17,2	40:3,6,15	68:4,8,12	107:1,6,9
she's 90:25	2	,22	,19	,14,23
126:25		41:3,8,12	69:2,9,14	108:7,13,
198:14,19		,20	70:1,15,2	16,25
		42:2,7,9,	1	109:4,10,
		13,17	71:3,19,2	15,21
		43:6,8,14	3	110:3,11,

18,21	144:9,14,	258:13,20	single	144:10
111:4,16,	21	294:1	173:25	slice
22 112:4	145:4,10,	300:10	176:8	258:11
113:2,4,1	22	315:5	294:12	slide 126:9
0,24	146:4,9,2	347:24	sister	129:23
114:7,19,	1	significant	249:25	130:11
23 115:6	147:7,22	ly 66:1	256:25	132:14
116:6,17,	148:11,20	306:2	sit 30:21	282:1,3,6
25	149:1,9	signing	138:23	284:21
117:18,21	150:8,11,	59:2	267:23	338:10
118:3,18,	13,16,25	79:25	290:23	339:5,8
21	151:8,22	silencing	site 316:15	346:14,24
119:18,23	152:1,2	260:20	sitting	351:23
120:9,25	196:24	Simcoe-Grey	100:4	slides
121:15,20	198:5,8,2	140:20	138:4	233:7
122:1	3 215:3	141:3,9,1	293:22	281:5
123:1,12,	216:6	6	310:17,20	285:23
19,24	217:11	similar	situate	351:21
124:7,17,	218:8,22	43:21	186:19	slightly
21	219:2,7	73:13	286:17	324:20
125:3,5,8	sibling	120:21	situation	328:16
,13,18,23	243:6,14	137:16	53:16	slip 270:1
126:16,20	sic 65:20	178:7,20	237:19	slowly
127:4,12,	141:14	219:9	242:14	146:12
16,19,20	233:8	220:18	six	small 99:19
128:2,11,	269:10	277:2	13:17,22,	136:14
18,21	284:7	299:16	23	smaller
129:1,8	signed	similarly	14:1,5,9,	140:3
130:18	14:14	58:4	10 68:6	smoothly
131:3,8,1	15:7,20	326:4	213:20	202:17
4,21	174:25	simple	272:21	snapshot
132:2,5,1	235:13	19:25	283:4	148:13
0	345:5	80:15	six-month	so-called
133:1,17	significanc	simplest	69:8	314:22
134:5	e 224:16	329:24	Six-six	social
135:4,9	257:16	simply	260:6	304:2
136:6,7,1	significant	127:3,8	sixty	sole 7:20
1,19	14:1	176:24	283:18	150:14
137:1,13,	47:10,13	178:1	size 156:2	solely
20,23	89:8,20	235:20	277:2	147:3
138:7,17	101:23	246:21	299:10	226:23
139:1,11,	102:2	258:22	skills 97:7	338:6
16,20	134:15,20	270:1	197:4	solicited
140:5,10,	139:4,6,2	294:20	skip 286:23	143:24
17,21	5 144:8	306:10	slept	solid 210:7
141:1,7,1	162:17	simultaneou		
0,17,21	167:4	sly 153:1		
142:1,12,	201:21,22			
18	206:18			
143:4,10,				
17,21				

231:2	104:19	324:16	special	253:4
296:20	107:6	327:24	262:23	280:23
Solutions	135:22	329:14,24	Specialized	294:5
20:20	138:7	331:25	281:24	304:7
21:4	141:17	334:9	282:20	specifics
108:4	146:11	336:19	specific	80:18
112:25	149:16	337:3	21:20	specified
114:4	159:20	sorted	31:19	330:5
130:17	166:13	124:1	54:24	speculate
160:12	167:2	sorting	110:23	22:10
somebody	170:25	12:12	134:3	138:18
34:23	171:18	124:15	138:22	speculating
120:8	178:3	125:20	142:4	24:17,21
305:13	182:24	sound	158:23	speculation
316:23	188:25	225:24	160:17	74:15
somehow	192:2	257:14	177:17	Spence
189:19	194:5,12	283:21	185:2	173:3,20
someone	203:25	sounds 10:5	234:15	spend 96:11
49:3	204:1,2	116:19	239:11	134:19
94:12	263:22	354:11	248:1	146:23
133:6,15	264:16	source	257:16,20	180:5
134:2,7	269:19	89:8,20	263:24	300:7
189:15	271:13	90:22	277:14	spending
210:24	274:21,23	speak 35:7	278:3	215:19
242:18	278:4	36:13	280:3	229:9
247:18	281:25	71:5	294:14	231:14
254:24	282:4	136:22	330:11	spent 143:1
317:6	290:5,10	138:21	340:17,18	196:7,21
347:22	292:7,9,1	157:8	341:6	294:21,23
sometime	3 301:25	230:5	344:10	295:9
214:13	309:19	234:7	345:19	298:25
234:5	310:13,22	245:5	specificall	spirit
243:21	315:18	263:24	y 28:4	228:7
289:6	320:6	306:22	31:13,15	235:25
somewhat	329:2	313:11	116:4	split
131:4	356:6	328:25	129:2	328:17
140:3	sort 12:17	speaking	131:9	splits
147:10	37:9	17:22	133:8	230:20
198:22	38:6,25	74:3	144:19	spoke 98:23
284:8	39:13	100:13	172:13	99:11,13,
296:9	72:21	184:13	189:15	14 137:15
312:25	75:23,24	200:21	204:11	252:7
somewhere	124:18	202:3	208:11	296:1
213:20	134:21,25	248:19	236:4	310:16
sorry 10:12	136:14	291:13	239:3	spoken
18:18	166:13	313:13	243:3	16:22
42:10	170:25	speaks	245:20	
73:21	171:18	346:16	246:12	
	178:3		250:23	
	182:24		252:3	
	188:25			
	192:2			
	194:5,12			
	203:25			
	204:1,2			
	263:22			
	264:16			
	269:19			
	271:13			
	274:21,23			
	278:4			
	281:25			
	282:4			
	290:5,10			
	292:7,9,1			
	3 301:25			
	309:19			
	310:13,22			
	315:18			
	320:6			
	329:2			
	356:6			
	sort 12:17			
	37:9			
	38:6,25			
	39:13			
	72:21			
	75:23,24			
	124:18			
	134:21,25			
	136:14			
	207:18			
	228:6			
	248:16			
	256:14			
	303:7			
	310:9			

100:15 177:20 spot 95:8 101:11 spouse 238:20 241:17 spreadsheet 155:17 184:14 209:13 spring 11:24 SPTT 277:20 279:3 St 276:12,25 277:9,15 staff 43:10 133:13 143:8,15 144:25 165:24 219:12,22 267:9 296:18 299:22 303:5 306:22 318:3 334:22 338:5 345:2 staffed 299:15 stage 258:22 stages 79:9 stakeholder s 314:25 stamp 170:21 173:7,21 stand 90:9 222:19 225:2,16	301:17 standalone 276:4 standard 53:15 137:9 standing 100:1 STANDS 222:10 352:16 356:9 start 30:21 started 6:4 7:23 244:14 246:3 291:8 310:6 starting 44:6 127:16,22 128:3 310:8 starts 29:9 36:23 38:16 205:3 315:17,18 state 83:17 98:10 253:4 264:19 292:11 344:16 stated 15:22 19:12 105:2 162:16 185:11 191:16 192:18 248:13 281:14 293:7,20 304:9,11	306:14 310:24 statement 66:4 96:17 98:20 171:25 198:18 304:22 342:14 statements 10:1 11:17 65:19,20 66:7,12,1 9 69:21 160:15 states 235:20 237:18 279:18 stating 181:7 188:17,21 306:17 318:11 status 264:22 statute 240:4 stay 104:20 ste 276:4 stead 107:13 stellar 292:14 step 291:22 329:24 stepped 59:2,16 steps 172:16 177:8 301:2 stick	176:16 stipulated 253:10 stop 29:6 38:14 48:7,21 stopped 51:12,16 story 142:5 147:13 317:9 str 181:1 straight 96:12 strat 163:21 strategic 27:12,19 28:3 30:22 31:23 49:14 77:9 96:5 97:1,6 147:2 154:19 155:4,6 161:23 162:11 164:13,18 165:14,19 166:2,6 167:16,19 178:25 179:12 180:23 199:21 201:14 210:11 270:20 271:10 281:24 282:20 286:18 296:12,17 ,24 297:4,9 299:5,8,1	0,17 300:14,25 320:18 321:2 324:11,14 325:25 strategy 275:5 276:1 strays 302:9 street 1:19 98:25 303:6 313:17 stress 73:15,20 74:12 75:14 stressed 75:8 104:4 stressful 317:24 strong 41:19 230:9 350:20 strongly 104:24 structure 108:3 112:18,23 117:20 120:19 248:4 structured 330:23 struggling 234:14 332:6 STT 52:23 53:4 61:25 155:10,15 167:23,24
--	--	--	--	--

168:7,24	subsequentl	276:23	15:16,19	306:8,12
169:16	y 80:3	284:12	203:12	319:9
178:8	136:24	296:10	supply	322:2
184:22	138:3	suggesting	176:16	323:2
186:22	151:1	261:20	support	327:4
187:16	157:22	suggestion	10:6	329:13
188:16	199:4	68:16	30:22	344:8,17,
189:3,16,	309:17	86:23	32:8	20 355:7
22	substantial	277:4,11	140:14	surely
190:14,24	55:3	279:4	283:2	299:6
205:25	57:25	297:2	285:1	surmise
206:2	75:4	336:23	287:22	197:3
208:24	228:9	suggests	296:22	surprise
209:2,4,9	237:4	280:4	303:2	309:3
,17,25	293:21	340:6	313:16	surprised
210:7	substantial	350:5	supporting	160:20
221:24	ly 55:18	summarily	306:11	284:8,11
222:3,4	success	212:19	supportive	298:2,21
322:9,24	143:13	summarize	145:8	299:3
stub 10:2	successful	229:5	299:4	surprising
stuff 27:23	85:19	summarized	suppose	71:12
198:15	112:24	20:6	64:11	surrounding
sub 145:6	147:4,16	278:19	supposed	49:8
subject	229:16	summarizes	10:25	suspect
179:25	318:5	19:10	13:1	73:4
subjective	suffering	summarizing	172:22	sway 41:19
145:7	73:19	226:8	supposedly	swear
198:22	75:14	277:6	286:4	198:17
submissions	sufficient	summary	307:9	235:8
6:20,21,2	237:21	10:7 16:2	sure 35:7	switch
3 105:3	suggest	97:17	41:14	110:6
175:3	29:15	154:6	54:13	switching
submitted	30:2	156:3	82:17	110:4
111:1	76:20	171:17,25	88:12	sworn 3:5
326:5	200:23	172:2,7,8	90:6	4:4 7:2
335:17	205:22	174:11	124:10	46:13
submitting	214:1	175:11	130:14	153:11
174:23	289:4	176:1,25	138:9	159:25
subparagrap	344:21	178:13	158:11	222:21
h 21:9	suggested	231:18,21	163:23	sympathetic
162:10	30:1	sundry	192:7	204:6
subsequent	68:16	228:12	204:3	sympathy
9:15	77:15	sunshine	226:13	319:23
78:20,22	117:24	267:8	228:13	syndrome
167:20	150:4	supplementa	229:3	67:11,12
202:18	151:17	ry	244:7	
206:14	260:13		278:12	
	269:25		305:24	

<u>T</u>	talking	8:18	282:23	198:12
T0C0050223	25:15	taxes 56:3	283:9	200:10
300:16	39:3,15	347:7,24	tend 140:2	202:16
t4eam	57:9	team	tends	204:10
286:18	102:18	27:13,19	133:21	209:5
ta 179:10	103:9	28:3	tension	210:15
table 3:1	108:10	52:23,25	262:2	292:18
4:1 95:4	115:3	53:4 96:6	tensions	293:4,21
185:15	121:19	147:2	299:19	295:8
277:7	193:11	155:4,6	term	299:1
278:20	196:15	161:23	24:19,21	303:14
294:25	217:13	162:12	54:18	311:4,5
310:18	219:21	164:14,18	95:3,5,18	320:8
take-it-for	300:9	165:15,19	96:19	324:20
67:11	talks 15:5	166:3	194:21	329:14,25
taking 39:3	238:10	167:19,24	247:11,22	331:18
114:16	275:12	168:24	248:24	334:2
154:16	task 12:17	169:17,23	250:16,19	336:4
155:5	27:13,19	179:12	257:14	340:14
168:2,6	28:3	180:23	292:12	terribly
194:18	119:14	187:6	293:17	294:11
277:15	147:1,2	195:7	294:4	territories
291:25	155:4,6	197:9	298:25	86:18
talents	161:23	199:22	299:16	testified
32:8	162:12	200:9,11	331:2	33:25
talk 49:14	164:13,18	201:14	termed 7:10	84:4,9
95:19	165:15,19	205:7,25	terminate	92:7
183:3	166:3,6	206:3,13	47:23	95:17
257:8	167:16,19	209:4,10,	terminated	106:14
265:5	178:25	25 210:7	47:17	221:3
293:1	179:12	211:9	142:17	242:24
303:5	180:23	270:20	terms 6:5	323:3,24
315:2,8	199:19,22	271:11	11:13	335:4
321:17	201:14	275:5,23	35:17	testimony
323:19	201:14	276:1	39:13	6:6,17
334:9	270:20	279:22	63:9	55:2
talked	271:11	289:15	83:23	72:13
105:19	279:22	320:19	90:4,22	91:15
111:14	286:18	321:2	133:24	98:14
130:23	320:18	324:11,15	142:4,10	112:10
135:8	321:2	technical	143:2	114:25
148:7	324:11,14	329:14	144:15,18	141:13,20
177:12	tasked	Technically	147:10,13	144:4
212:5	133:8	50:12	148:17	198:6
257:22	tasks 75:6	telephone	194:19	248:18
325:8	tax 8:16	111:2	195:13	293:7
332:24	62:15	ten 111:12	196:13	295:24
	346:15,17	213:20	197:1	299:14
	347:5	247:20		304:9
	taxable			306:13,14

316:9	178:22	311:22	there's	267:16
317:14	179:14,16	315:23	6:18,22	277:16
353:8	180:8	317:13,16	16:2	289:5
tests 266:4	181:13	318:18	31:19	they've
text 173:25	182:15,17	319:18	35:12	280:2
239:11	193:22,23	320:13	37:20	third 29:8
243:9	194:7	321:16	40:10	175:9,16
tha 64:22	196:6,20	322:4	76:16	263:6
thank 14:20	198:20	323:15	90:18	272:4,6,1
19:3	200:4,17	327:14	96:10	6 321:13
28:15	203:25	336:1	99:3	327:15
33:24	204:20,24	344:2	109:20	thirdly
42:20	205:1	346:9,12	110:15,23	324:4
44:4	206:24	348:9	123:3	thirty
47:16	208:22	352:11,13	130:11	32:15
49:17	209:15	,22	136:13	39:17
50:20,25	211:12	354:20	156:18	45:20
51:22	212:16	356:3,5,1	162:25	188:18,19
52:17	213:5,13,	1,14,16	173:24	282:21
53:18	24	thanks	175:25	309:13
56:12,23	214:4,17,	194:17	203:17	thirty-five
64:2	19	That'd	209:17	167:5
66:16,21	215:1,17	301:24	213:25	Thomas
67:5	216:3	That'll	226:7,10,	276:12,25
70:17	217:6	203:19	11 227:9	277:9,15
81:21	219:15	theme	228:17	thoughts
85:3	220:3	293:23	231:20	106:1
86:13	221:6,12,	themes	235:11	132:23
87:1,15,1	13,16	293:10	238:11	thousand
8	222:6,7,8	themselves	239:16	39:17
88:15,16	223:13,20	315:8	240:16,24	45:18,21
93:14	225:12,20	theoretical	259:18	49:21,22,
94:19	235:19	ly 50:7	265:3	24
95:3	238:9	thereabouts	266:16	214:9,10
96:13	239:19	295:25	282:2,5	308:23
98:3,4	240:9,10	thereafter	291:22	thousands
101:21	261:14	207:24	297:13	294:23
102:25	263:1,2	there'd	307:13	298:24
122:2	268:21,22	52:8	308:23	three-
132:18	,24	therefore	331:22	quarters
135:12,24	270:16,17	140:13	338:13	294:8
137:2	,18	223:1	349:18	threshold
138:1	271:16	289:4	356:1	228:16
142:14,19	282:15	290:1	they're	throughout
145:5	290:16,20	there'll	23:14	178:24
148:1	291:21	123:8	27:21	195:9,20,
149:12,18	292:10		94:24	
151:25	294:18		95:19	
152:1,2,9	295:11,18		151:2,3	
168:13	302:2,21		169:13	
	303:25		214:11,12	
			264:3	

21 198:25	118:4,9,1	,25	283:9	132:8
199:4,17	4,15,19,2	tireless	284:13	148:24
201:8	2	306:24	topic 82:8	166:15,23
230:23	119:19,25	title 27:24	topics	201:22
232:25	120:14	95:11	232:8,9	202:2
242:21	121:5,16,	241:13,25	tops 283:3	217:22
270:8,13	23	TOC0044451	Toronto	218:2
till 10:12	122:2,7,1	5:19	226:18,24	225:22
Tilly 151:3	2,13	261:5	227:12	228:8,25
Tim 3:11,18	123:2,13,	TOC0049604	Torontonian	232:24
11:22	20,25	5:18	s 227:3	233:15
69:12,22	124:8,20,	243:25	total 95:15	234:24
98:6,7,9,	25	TOC0117382	96:23	242:1
19,22	125:4,6,1	5:8 115:8	97:8	253:5
99:2,8,11	0,14,19,2	TOC0515646	184:5,9	254:9,10
,18,21	4	5:11	224:23	259:19
100:3,9,1	126:6,14,	122:3	283:18	267:20
0,14,18	17,22	TOC0534828	towards	268:10,11
101:2,6,1	127:3	5:17	143:11	292:4
2,16,21	128:7,8,1	234:23	town 1:2,17	303:19
102:1,11,	6,19,24	TOC67284	2:18	317:21
17,25	129:4,9,1	173:19	7:13,19,2	318:3,24
103:9,12,	4,19,23	TOC67285	4	319:1
18,24	130:3,8,9	174:8	8:3,13,18	325:15,21
104:8,13,	,19	TOC67313	,23 9:23	326:16,20
17	131:7,12,	173:2	15:7,8	327:12
105:2,7,1	17,23	today 47:20	16:24	328:5
1,14,18,2	132:3,6,1	163:12	18:25	330:18
3	2,18,20,2	183:13	20:8	331:15,18
106:3,8,1	1,133:2	194:18	23:11,25	,20
3,16,24	146:12,14	204:22	24:8 25:9	332:13
107:2,8,1	,19	215:4	32:14	335:25
0,19,25	180:8,11,	256:21	33:17	336:5,23
108:8,14,	12,14,22	tongue	36:25	337:8,23
22	181:2,10,	270:2	39:8,10,2	339:13
109:1,7,1	13,21	tonight	1	340:6,14
1,16,22	182:1,6,1	320:4	40:2,7,14	341:1
110:9,13,	1,14	tooting	41:10,17,	342:1,24
16,19,24	199:25	203:4	24 42:5	344:13,14
111:5,21,	290:18	top 39:16	60:22	345:15,20
25	353:8	43:19	61:4	346:6
112:4,8,1	timeline	96:17	67:18	347:5
6	103:19	117:3	77:18	350:16
113:3,5,1	Timothy	231:12	89:5	351:20
2 114:1,8	2:14	263:7	92:23	Town's
115:7,14,	tipping	tongue	123:17	326:22
18,19	105:24	270:2	124:18	tra 134:6
116:16,20	tips 240:8	tonight	125:22	track 320:3
117:1,11,	241:12,13	320:4	126:19	training
12,19,22		tooting		

101:24	transcripti	299:23	232:14	21:1
transaction	on 286:25	301:9	two-	22:25
7:19	287:19	302:6,10	envelope	23:1
9:4,12	transcripts	trying 14:8	168:20	25:14,21
11:11	310:25	23:14	two-stage	33:18
13:5	320:8,11	30:8 67:6	168:17	37:9
15:14	transfer	93:24	type 125:7	41:23
21:3,18	100:25	109:1	202:8	42:5
43:2	346:17	131:10	289:23	44:17
54:15,21, 24	347:5	132:15	typed	47:16
55:4,9,19	transferred	138:21	287:20	48:1
57:5,21	326:22	148:9	289:5	49:20
58:1	transparent	192:13	types 52:21	56:13
68:23	311:5	215:21	299:11	58:13
70:20	travel	311:2,3	typical	61:23
71:1,22	313:24	342:15	43:24	65:12,13
115:22	travelling	turn 8:14	44:2	83:19
119:21	314:21	13:7 44:5	typically	95:19
139:4	treated	88:22	138:24	102:17,20
151:16	10:15	156:7	180:4	120:16
155:1,2	144:24	182:23	313:7	121:1
156:1,18	treatment	183:6	<hr/>	127:7,24
157:10	87:9	297:15	U	133:14
166:4	240:5	333:23	U-hm 174:2	144:3
214:24	tremendous	339:5	ultimately	162:6
215:7,21	125:16	350:25	42:1 48:8	163:23
220:20	trends	turned	333:10	167:18
327:12	294:13	114:18	unable	171:8
336:15	tried 9:17	200:21	20:2,24	173:3
337:3	171:12	turning	unanimity	175:21
343:25	172:9	204:22	230:22	187:15
345:21	trouble	turnover	unanimous	189:19
346:5	220:22	229:22	9:6 32:11	192:13
transaction	true 91:6	293:21	33:6	209:4,8
s 47:20	153:22	294:1	unclear	210:19
134:13	305:15	twelve	73:24	216:23
139:25	trust	15:24	178:17	220:19
transcript	333:7,8	19:15,18	239:16	229:3
4:17	354:14	141:4	uncomfortab	230:23
112:11	try 77:11	twenty	le 257:21	288:22
222:24	93:19	49:21	understand	296:15
226:6	98:12	50:1	7:11 8:20	318:15
246:17	186:19	282:22	13:22	320:5
311:8,9	200:22	309:13	14:8	324:9
315:13	204:10	twenty-five	20:12	329:8
329:1		(25		332:17
348:18		283:20		338:10
350:8		two-day		342:15
				understandi
				ng 9:3
				11:7

12:16,20	307:21	309:9	199:10	300:3
19:17	320:19,22	317:22	210:11	view 22:6
21:3	321:1	unprofession	277:3	35:20
31:5,7	325:20	nal	312:16	51:20
37:23	326:4	291:12	313:12,19	53:15
65:14	undertaking	unrelated	330:3	56:7,15,1
72:20,23	79:4,17	138:25	<hr/>	7 57:24
114:12	81:17	update 20:1	<hr/> V <hr/>	59:22
120:23	undertook	351:18	Vaguely	67:1,12
134:17	164:13	upon 6:1	275:24	70:19,25
137:17	unfair	82:12,13	value 39:14	84:5
139:3	91:19	152:12,13	202:13	85:12
150:3	unfold	199:7	281:19	87:3
151:18	338:4	201:20	326:20	88:10
153:1	unfolded	224:8,9	340:24	90:4
156:15	318:9	232:22	341:1	215:15
159:3	Unfortunate	319:13,14	valued	216:10,15
160:3	ly 135:25	356:18	336:7	260:20
165:13	unhappiness	upset 71:13	various	262:18
167:6	103:10	102:21	9:14	292:25
168:25	unhappy	146:1	58:21	300:12
178:12	74:20	147:17	119:8	viewed
179:5	101:7,18	309:15	191:16	123:14
199:9	102:5,12	310:18	195:4	221:4
200:20	106:23	urged	197:1	242:25
212:12	uni 32:11	259:21	207:25	views 41:6
220:22	unionized	useful 70:9	228:12	292:18
228:14	43:9	120:5	242:22	293:4
232:19	unique	126:24	280:9,11	virtually
238:25	53:16	127:2	287:25	69:18,22
243:7	54:15	294:11	288:1	void 80:13
279:15	62:23	usual 68:24	vendor	143:24
305:1	72:8	180:18	350:18	voted
316:20	united	usually	Veridian	141:11
317:1	299:15	23:6	282:12,23	votes
346:4	unless	utilities	283:4,12,19	209:18
understood	205:12	2:7 49:14	verified	210:22
31:16	unlike	77:12	120:22	295:20
49:7	110:25	112:21	versed	voting
63:25	unlocking	113:7	242:18	184:22
64:24	186:11	144:2	version	208:23
79:16	unnecessari	247:3	170:21	209:5
82:21	ly 356:7	257:5	versus	voucher
145:24	unpleasant	279:20	146:22	158:4,8,1
160:1		280:9,12	293:22	8 159:5
168:16		utility	vested	161:11
169:4		197:6		vouchers
172:21				
177:9				
194:23				
214:20				

157:21,25 159:12 <hr/> W <hr/> wages 22:3 43:10 wait 203:6 267:23 318:21 waiting 71:8 203:1 waived 15:17 walked 176:22 239:10 309:14 Wasaga 275:13 wasn't 9:8 30:9,14 31:10,25 32:16 53:2,10 54:13 57:15 59:15 62:11 68:24 71:25 79:10,15 80:4 95:9 104:2 107:15,18 112:23 128:25 131:6,10, 15 138:18 146:7 165:4 181:3 187:11 229:16 230:20 232:13 234:5,10 240:23	241:8,9 252:14 253:14 255:5 294:20 296:25 304:13 308:24 317:25 318:6 333:17 340:20 344:4 347:19 353:23 wastewater 126:7 129:5 watching 202:22 203:1 water 20:14 23:25 124:19 125:22 126:6 129:4 130:21 Watson 2:7 3:19 4:6 135:13,14 ,18,19,22 182:18,19 ,22,23,25 183:11,17 ,22 184:2,8,1 5,17,20,2 5 185:4,10, 16,19,23 186:2,6,1 7,21 187:1,5,9 ,14,20,25 188:3,8,1 5 189:1,6,9 ,14,18,21 ,24	190:3,6,1 0,13,20 191:2,5,1 2,19,22 192:4,12, 21,25 193:3,9,1 7,21 222:23 224:1 225:16 268:23,24 269:1,2,4 ,13,15,19 ,22,24 270:8,12, 16,18,25 271:9,13, 16,19,23 272:3,10, 15,20,24 273:4,13, 17,20,25 274:4,9,1 7,21,24 275:8,21, 25 276:6,12, 15,20 277:10,17 ,23 278:5,8,1 0,13,17,2 1 279:2,6,1 2,23 280:1,6,1 3,17,20,2 1 281:4,9,1 2,17,22 282:4,7,1 0,11,15,1 8,19 283:1,7,1 1,15,24 284:1,6,1 0,17,20,2 5 285:5,11, 14,18,22	286:1,9,1 6 287:6,16 288:8,12, 18,21,25 289:3 290:12,17 311:15 ways 82:5 228:12 website 71:7 99:17 145:19 we'd 71:10 113:8 120:1 125:20 Wednesday 356:13 week 17:15 55:11,14, 16 119:3,11 215:5 320:12 weekend 204:23 297:10 298:5 301:9 320:2,8,1 4 356:16 weekends 215:24 welcome 339:6 we'll 16:2,11 17:4 41:14 99:21 116:23 122:7 124:12 152:9 154:5 223:22,24	224:5 225:9,10, 11 252:21 298:19 319:11 326:12 well-known 67:11 Wendy 356:24 we're 50:24 63:13 100:12 204:4 222:13 249:10 297:7,21 302:5 309:15 310:19 311:23 332:9 345:9 351:15 356:7 we've 52:20 63:15,19 64:10 109:12,23 130:23 148:7 176:14 189:4 190:8 191:23 195:10 202:10 208:5 235:10 242:22 277:18 279:9 301:12 306:19 327:16 343:11,14 351:25 whatever 32:4
--	---	---	--	--

66:5,7	16:13	whole 85:15	235:6,15	14,17,20,
105:9	20:19,21	109:17	236:8	23
224:3	37:10	317:19	238:4	270:6,10,
251:7	40:12	330:19	239:7,15	15,17
284:14	41:2 46:7	354:11	241:2,7,2	271:8,12,
296:14	52:6,11	whom 48:17	3	15,17,22
304:19	54:13,16	who's 50:20	242:9,13,	272:2,8,1
307:18	62:8 63:6	126:20	19 243:8	4,19,23
whatnot	64:5	135:13	244:19,25	273:3,12,
158:4	70:19	180:7	245:11,15	16,19,24
whatsoever	72:21,22	223:4	,19	274:3,8,2
101:19	73:24	whose 28:22	246:5,11,	0,23
Wheeler	91:22,24	wife 173:4	15	275:7,20,
3:17	139:8	willed	247:5,8,1	24
166:13,17	150:20	230:9	3,24	276:3,11,
,19,20,22	176:7,11	William	248:6,8	14,23
167:3,9,1	178:23	2:18	249:1,7,1	277:5,12,
4,22	186:14,16	window	8	22
168:1,5,9	188:12	103:22	250:1,7,1	278:2,7,9
,13,19	192:5	Wingrove	0,13,22	,12,15,18
169:3,7,1	199:1	4:4	251:9,14,	279:1,5,1
4,20	206:1,13,	154:11	23	1,17,25
170:2,6,1	15 219:9	199:25	252:4,12,	281:8,11,
4,19	221:1,24	212:16	15,19	16,21
171:2,5,8	239:16	213:3,21	253:15,21	282:14,24
,14,20,23	245:17,18	214:1	254:17	283:6,10,
172:11,20	,20	222:13,14	255:9,12,	14,23,25
173:1,15,	262:14	,18,21	15,18,24	284:3,9,1
18,24	265:19	224:12	256:2,6,1	6,19
174:3,6,1	279:19	225:10,15	0	285:3,9,1
6	289:15	,21	257:1,11,	3,16,20,2
175:15,19	291:13	226:22	17,25	5 286:6
176:6,10,	306:6	227:11,17	258:8,19	287:7,15
17,21	312:18	,20,23	259:11	288:11,17
177:5,7,1	314:6	228:1,4,1	260:22	,20,24
1,16,19,2	316:22	3	261:7,19,	289:2,8,2
3	327:2	229:11,21	23	4 290:3,8
178:4,16,	330:20,21	,25	262:1,6,9	291:6,15,
22	336:15	230:6,11,	,11,20	18
179:4,9,1	341:10	16,21	263:4,13,	292:5,8,1
4,17	346:6	231:4,11,	17,20,23	5,21
Whenever	348:4	15,25	264:14	293:5,14,
158:1	350:14	232:3,10,	265:8,11,	19,24
wherever	whichever	15	15,17,21,	294:10
7:24	200:16	233:1,3,1	23	295:2,5,1
whether	white 341:8	1,17,25	266:7,14,	0,15,22
6:5,6	whoever	234:7,13,	19,23	296:6,16
10:20	76:22	19	267:5,14	299:12
12:11	293:13		268:5,15,	300:24
	300:3		18	301:7,21
			269:3,12,	302:1,22,

25	333:4,9,1	301:8	176:11	353:14
303:10,18	2,16,21,2	witness	190:15	worked
304:6,17,	5	36:5,12	196:25	34:6,14,2
23	334:5,7,1	70:8	198:7	4 56:24
305:3,14	2,15,24	80:17	223:7	57:7,25
306:8,18	335:2,7,1	84:4	Woodworth	101:23
307:1,11,	0,14,18	86:21,22	356:24	113:19
13,24	336:9,13,	88:9	wording	119:20
308:2,13,	17,21	90:20	120:21	124:3
19,24	337:1,5,9	91:1,23	wore 194:21	129:5
309:2,19,	,12,17	92:4,7,24	work 9:21	195:23
24	338:1,12,	126:25	11:10,13	198:8
310:2,5,1	15,18,21	127:14,24	30:5 39:3	226:23,24
2,21	339:3,10,	,25 130:1	49:3,13	worker
312:6,9,1	15,19,22,	152:15	54:20	197:8
4,17,22	25	179:25	55:3,16	working
313:2,5,1	340:4,8,1	183:14	57:16	34:5
0,19	1,16	221:3	63:15	55:18
315:1	341:5,13,	222:10,19	64:25	71:14
316:19,25	16,19,24	224:14,25	67:13	76:6
317:25	342:3,7,1	225:2,15	72:1	94:5,10
318:16	1,18,21,2	234:22	106:5,23	106:10
320:21,25	2	236:13,19	110:22	114:2
321:4,7,1	343:6,9,1	260:4	115:22	119:14
1,15,19,2	3,17,20,2	280:6,16	119:12,16	121:2
2	3	302:7,8,9	,20	134:18
322:11,14	344:1,16,	,10,19	121:2,3	138:2,3
,17,19,25	24	314:5	133:13	143:3,11
323:5,9,1	345:4,7,1	319:1	134:8,14,	144:13
3,22	0,16,22	344:5	16 150:15	148:2,4
324:7,12,	346:2,8	346:18	155:25	154:8,10
17,22,25	347:1,12,	352:16	159:10	160:7
325:3,6,1	18,25	356:9	202:9	196:7,21
1,16,19,2	348:3,10	witnesses	214:10,23	197:2
3	349:11	91:21	215:18,20	200:11,12
326:2,9,1	350:4	99:3,19	216:7,15	201:4,5
3,17,23	352:6,11,	306:20	217:17	211:15
327:1,6,9	13	320:4,9	218:1	215:4,15
,13,20,23	wish 65:2	341:23	246:24	226:16
328:1,7,9	70:6	witness's	247:2	249:13
,14,18,22	92:17	44:6	249:16	253:18
329:2,6,1	153:18	91:13,15	250:18	289:11
7,19	162:16	wonderful	275:13	292:12
330:1,6,1	204:22	149:10	289:18	311:3
0,17,22	wished 93:6	226:16	306:20,24	workings
331:1,8,1	297:9	318:3	315:8	277:9
1,13,16,2	wishes 70:8	wondering	316:10,12	workload
1,24	297:10	143:5	,20	55:13
332:2,5,8	wishing	147:12	317:1,2	57:4
,11,15,19			318:2	
,23,25				

68:24	130:20	304:14		
75:4,9	year's	310:10		
144:1,7	21:17	349:21		
workloads	yelled	353:11		
68:18	212:8	you've		
works 24:7	yesterday	25:10		
259:3	6:5 7:9	46:24		
337:3	21:2	51:9 55:1		
world	33:25	63:21		
197:13	83:15	68:25		
198:3	89:11,24	69:6 71:1		
202:8	114:6	78:4 82:8		
worry 80:7	116:9	91:23		
83:21	yet 147:15	108:1		
worth 40:2	306:19	109:20		
56:4	316:8	119:15		
Worts	you'll	133:12		
92:1,13,2	37:19	137:15		
1	40:10	153:16		
would've	46:12	154:7,12,		
52:13	76:2	15,20		
208:4	98:19	155:6,13,		
write 46:12	181:21	19 156:4		
writing	183:18	173:25		
253:25	228:17	180:4		
written	322:23	195:19,23		
6:20	323:25	197:22		
21:23	326:19	198:8		
45:18	336:3	199:18		
48:3 76:8	337:6,15	210:20		
243:9	339:11	211:13		
250:5	343:15	217:11		
267:16	yours 69:17	226:15		
339:12	113:23	293:6,20		
wrong 8:22	198:6	298:21		
14:7	318:15	308:17		
250:4	yourself	310:24		
278:11	25:18,19	312:11		
315:17	28:22	313:8		
wrote 76:5	34:23			
311:10	44:18			
	54:2			
	60:19			
	86:9 87:9			
	118:17			
	165:19			
<hr/>	254:23			
year-ends	261:3			
10:3				
yearly				