



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

October 3rd, 2019

1 APPEARANCES

2

3 Kate McGrann ) Inquiry Counsel

4 John Mather ) Associate Inquiry

5 ) Counsel

6

7 (No Counsel) ) For Paul Bonwick

8

9 George Marron ) For Sandra Cooper

10

11 Frederick Chenoweth ) For Edwin Houghton

12

13 William McDowell (np) ) For Town of Collingwood

14 Ryan Breedon )

15 Andrea Wheeler (np) )

16

17 Bill Trudell ) For BLT Construction

18 Eric Neubauer )

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

2

3 MR. GEORGE MARRON: Good morning.

4 THE HONOURABLE FRANK MARROCCO:

5 Morning. Well, let's go.

6 MS. KATE MCGRANN: The next witness is

7 Dave Barrow.

8 THE HONOURABLE FRANK MARROCCO: You --

9 it -- sorry. Mr. Bonwick, do you --

10 MR. PAUL BONWICK: Sorry, Your Honour.

11 Yes. Thank you very much. If I could just quickly

12 address a matter related to tomorrow.

13 Your Honour, a couple of weeks ago or

14 somewhere in that timeframe, I informed counsel for

15 the Inquiry that I had a scheduled commitment for

16 tomorrow at that point in time. And as we've sort of

17 progressed through, it was my understanding that we

18 would have WGD on the -- on this --

19 THE HONOURABLE FRANK MARROCCO: It's

20 the -- it's the alphabet backwards. WGD.

21 MR. PAUL BONWICK: Right. And so

22 we've got them tomorrow, and I really didn't have

23 any line of questioning based on --

24 THE HONOURABLE FRANK MARROCCO: Right.

25 MR. PAUL BONWICK: -- what they had,

1 and so I had the opportunity, obviously, to review the  
2 transcript on -- over the weekend, and if anything  
3 came up that was earth-shattering.

4                   Since that point in time, it was raised  
5 that there is a potential that Ms. Cooper may be  
6 called, depending on how quickly the evidence-in-chief  
7 and cross-examination goes with the witness on Friday.  
8 Unfortunately, my commitment is over in Barrie, and  
9 it's an open session, so I'm not sure what time I'm  
10 going to be able to be back at -- the session is open  
11 from 10:00 to 4:00.

12                   And so my -- I raise the issue about  
13 not being able to hear the evidence-in-chief or  
14 potential cross-examination from Ms. Cooper. I'm not  
15 sure if they'll be able to get through her tomorrow.  
16 I know you're always respectful of the -- the  
17 schedules of the witnesses as well. And so --

18                   THE HONOURABLE FRANK MARROCCO: I see.  
19 So you're -- you're concerned that you -- you're --  
20 that Ms. Cooper will be testifying in -- and you may  
21 have questions for Ms. Cooper, and you won't be here,  
22 and then we'll finish her evidence, and -- well, what  
23 -- what I'll -- what I -- in the -- in the event that  
24 -- that happens, then, you know, we have the same day  
25 transcript, as -- and I'm sure you -- you've used it.

1 I'll recall Ms. Cooper --

2 MR. PAUL BONWICK: I --

3 THE HONOURABLE FRANK MARROCCO: -- at  
4 a date when you're here, so -- so we'll progress with  
5 her, and -- if -- if we should get to her, we'll  
6 progress with her evidence, despite the fact that  
7 you're not here. If you tell me after you've had a  
8 chance to read her testimony that there are questions  
9 you would like to put to her, then we'll arrange to  
10 recall her so that you can do that.

11 MR. PAUL BONWICK: Thank you, Your  
12 Honour.

13 THE HONOURABLE FRANK MARROCCO: Okay.

14 MS. KATE MCGRANN: The next evidence  
15 is -- next evidence -- next witness is Dave Barrow.

16 THE HONOURABLE FRANK MARROCCO: Mr.  
17 Barrow...?

18

19 DAVID BARROW, Sworn

20

21 EXAMINATION-IN-CHIEF BY MS. KATE MCGRANN:

22 MS. KATE MCGRANN: Good morning, Mr.  
23 Barrow.

24 MR. DAVID BARROW: Good morning.

25 MS. KATE MCGRANN: To begin, would you

1 please provide a -- a brief overview of your education  
2 and work experience?

3 MR. DAVID BARROW: I finished high  
4 school and I went straight into the construction field  
5 at the age of 19. From there, I went to a company  
6 called Bosco Construction, which I worked with them  
7 for ten (10) years. I went from labourer to  
8 construction foreman. In between that, I was a  
9 carpenter; ended up finishing as a foreman with them.

10 From there, I met Mark Watts from BLT.  
11 I was hired by him as a construction foreman -- or  
12 carpenter foreman. And right after that, we went to a  
13 site super, which was about two (2) years later. From  
14 that, I journeyed into general manager, which was in  
15 around 2002. And then in 2006, I was made partner and  
16 vice-president, and I stand that to this day.

17 MS. KATE MCGRANN: And that's partner  
18 and vice-president of BLT?

19 MR. DAVID BARROW: Correct.

20 MS. KATE MCGRANN: When was BLT first  
21 introduced to Sprung Structures?

22 MR. DAVID BARROW: 1997/'98.

23 MS. KATE MCGRANN: Okay. And how did  
24 that instruction take place?

25 MR. DAVID BARROW: We were doing a lot



1 of work at SkyDome, renovating the interior, and a  
2 gentleman that was hooking up the auto show had this  
3 Sprung structure, and he had previously given it to  
4 another contractor the year before, and not had a good  
5 turnout. It was late being produced.

6 And so he'd asked us to come down. I'd  
7 never heard of a Sprung structure, but I was doing  
8 work there, so I decided I would go down and meet with  
9 him.

10 I did meet with him, and he awarded the  
11 contract to me based on what I priced to do the  
12 contract for, and that was my first introduction to  
13 Sprung.

14 MS. KATE MCGRANN: A couple of  
15 questions about that. You said you were renovating  
16 the interior of the SkyDome. What specifically were  
17 you renovating?

18 MR. DAVID BARROW: All the major  
19 floors, three hundred (300), two hundred (200), one  
20 hundred (100), all the bars, all of the floors, all  
21 the bathrooms. We did the dugouts, basically the  
22 whole of SkyDome.

23 MS. KATE MCGRANN: And what was the  
24 nature of the -- the Sprung structure that was being  
25 constructed for the auto show?

1                   MR. DAVID BARROW:    It was to travel  
2 patrons through from Convention Centre to SkyDome,  
3 because the SkyDome was also doing the auto show as  
4 well as Convention Centre, and then back through at  
5 the bottom to -- back into Convention Centre.

6                   MS. KATE MCGRANN:    So is it a -- a --  
7 it sounds like it was serving the purpose of a walkway  
8 or a tunnel?

9                   MR. DAVID BARROW:    Correct.

10                  MS. KATE MCGRANN:    Other than erecting  
11 the Sprung structure itself, was anything else  
12 required to complete that project?

13                  MR. DAVID BARROW:    There is a lot of  
14 fire requirements. One (1) is to make sure you have  
15 an emergency vehicle access through to CN Tower. So  
16 every year, we would have to have this portion done  
17 before the auto show started, and tested, and  
18 inspected, which was done by the City.

19                  MS. KATE MCGRANN:    And didn't that  
20 involve -- what did that have to do with the  
21 construction of the -- the Sprung tunnel?

22                  MR. DAVID BARROW:    The Sprung itself  
23 was the part that was being moved, so it had to be  
24 very easily moved by two (2) people at one time. So  
25 there was a portion of the Sprung that rolled back and

1   forth to allow a emergency vehicle through.

2                   MS. KATE MCGRANN:    So you were -- the  
3   testing that you're describing is testing the ability  
4   of those two (2) people to -- to move the structure to  
5   allow the emergency vehicles --

6                   MR. DAVID BARROW:    Correct.

7                   MS. KATE MCGRANN:    -- to pass?

8                   MR. DAVID BARROW:    Correct.

9                   MS. KATE MCGRANN:    Were there any  
10   interior components that needed to be constructed as  
11   part of that structure, other than the emergency  
12   entranceway?

13                  MR. DAVID BARROW:    Yes.  We did a  
14   interior heating for the structure, and we also did  
15   all of the lighting.

16                  MS. KATE MCGRANN:    Anything else?

17                  MR. DAVID BARROW:    No, that's it.

18                  MS. KATE MCGRANN:    How long did that  
19   tunnel stay in place after you constructed it?

20                  MR. DAVID BARROW:    We would take it  
21   down every year.  We would put it up and take it down  
22   every year, and we did that for approximately ten (10)  
23   years.

24                  MS. KATE MCGRANN:    Okay.  And during  
25   the time that it was in place every year, how -- how

1 long was that?

2 MR. DAVID BARROW: How long was it in  
3 place? Six -- 6 (six) weeks, it took us roughly five  
4 (5) to six (6) weeks to put it up, and then it was in  
5 place for, I believe, twelve (12) days and then taken  
6 back down.

7 MS. KATE MCGRANN: I'm going to ask  
8 that you be shown paragraph 57 of the Strategic -- of  
9 the Foundation Document, which refers to the Strategic  
10 Alliance Agreement between Sprung and BLT that we see  
11 was signed on February 28th, 2012.

12 My first question for you is: Between  
13 the first work that you did for Sprung on the tunnels  
14 that you've described to us and the signing of this  
15 agreement, how did the -- the relationship between  
16 Sprung and BLT progress? Did you continue to work  
17 together?

18 MR. DAVID BARROW: We worked very well  
19 with Sprung. I had a team just dedicated to that  
20 particular product, so when we started getting into  
21 the more latter years of the SkyDome, we were also  
22 introduced into Maid of the Mist, which again was a  
23 put up and take down. So we started doing that the  
24 same time. I still do that to this day.

25 I also did get introduced to -- by a

1 person before Tom Lloyd, to start doing some school  
2 work, which they were adding parts to schools, and --  
3 and some utilities as well.

4 MS. KATE MCGRANN: In 2012, the time  
5 that you sign this agreement, what was the size of the  
6 team that you had that was dedicated to Sprung at BLT?

7 MR. DAVID BARROW: Eight (8) to ten  
8 (10) people.

9 MS. KATE MCGRANN: Were they full time  
10 dedicated to Sprung and only Sprung?

11 MR. DAVID BARROW: Not completely.  
12 They were dedicated to other items as well, but they  
13 were the particular team that I would use to do all of  
14 the Sprungs.

15 MS. KATE MCGRANN: The Maid of the  
16 Mist work that you mentioned, was that putting up a --  
17 a shelter type building for people to go into and put  
18 on ponchos before they go into the boat, take them  
19 off, kind of thing?

20 MR. DAVID BARROW: Well, no, it was a  
21 bit more than that. It was actually -- they didn't  
22 put on the ponchos in this. They actually travelled  
23 through this and this is where you got your picture  
24 taken before you went on, with the green screen, and  
25 it kind of showed you in the boat, which you weren't

1 at the time.

2 MS. KATE MCGRANN: Okay. The school  
3 work that you described, first of all how many of  
4 those projects were there before February of 2012?

5 MR. DAVID BARROW: Ones that I can  
6 recall, is three (3) -- three (3). One was Humber  
7 College, the other one was Toronto College, (sic) I  
8 guess you'd call it or Tr -- and then there was Durham  
9 College.

10 MS. KATE MCGRANN: And what was the  
11 nature of those projects?

12 MR. DAVID BARROW: They were to --  
13 well, one at Toronto was to -- I was moving a  
14 structure and -- and that was actually being put up at  
15 another location; the one in Durham College was put up  
16 a full structure for a classroom of I believe three  
17 hundred (300) people; and the Humber College was a  
18 woodworking facility.

19 MS. KATE MCGRANN: And Toronto -- when  
20 you said moving a structure, what did you mean by  
21 that?

22 MR. DAVID BARROW: Means that I took  
23 it down and re-utilized it somewhere else.

24 MS. KATE MCGRANN: Okay. So it was a  
25 pre-existing Sprung building --

1 MR. DAVID BARROW: Correct.

2 MS. KATE MCGRANN: -- that you moved  
3 somewhere else for a different purpose?

4 MR. DAVID BARROW: Correct.

5 MS. KATE MCGRANN: The utility work  
6 that you described, what did that involve?

7 MR. DAVID BARROW: That would be  
8 Kingston Utilities. We put a structure up for them  
9 for all of their mechanic work.

10 MS. KATE MCGRANN: Like a workshop  
11 type structure?

12 MR. DAVID BARROW: Correct.

13 MS. KATE MCGRANN: The buildings that  
14 you described with the schools and in Kingston, were  
15 those year-round facilities?

16 MR. DAVID BARROW: Correct.

17 MS. KATE MCGRANN: And other than the  
18 projects that you've described to me, did BLT  
19 construct any other Sprung buildings before February  
20 2012?

21 MR. DAVID BARROW: We have -- not that  
22 I can remember right off the top of my head. I've  
23 done lots of them. I don't member right now which one  
24 was before 2012.

25 MS. KATE MCGRANN: During his evidence

1 Tuesday of this week, Tom Lloyd from Sprung explained  
2 that Sprung and BLT had what he described as a  
3 handshake mutual referral agreement in place before  
4 you entered into this written agreement.

5 Is that accurate?

6 MR. DAVID BARROW: Yes.

7 MS. KATE MCGRANN: What did you under

8 --

9 MR. DAVID BARROW: We call it a  
10 gentlemen's agreement.

11 MS. KATE MCGRANN: What did you  
12 understand that gentlemen's agreement entailed?

13 MR. DAVID BARROW: That would entail  
14 when we had a lead to do a project that we would refer  
15 Sprung if it was a typical type building, and then if  
16 they had a lead they would refer BLT as their partner  
17 to build.

18 MS. KATE MCGRANN: When you say if BLT  
19 had a lead on a typical type building, what do you  
20 mean by that?

21 MR. DAVID BARROW: If I found that it  
22 was worthy of putting a Sprung structure, I could  
23 apply that there.

24

25 (BRIEF PAUSE)



1 MS. KATE MCGRANN: Can you ballpark  
2 how many referrals BLT made to Sprung during the  
3 period between when you first started working with  
4 them at the car show and February 2012?

5 MR. DAVID BARROW: There wasn't too  
6 many. It was more them referring us, but I would say  
7 that it was probably two (2) or three (3).

8 MS. KATE MCGRANN: And of those  
9 referrals, do you know if you and Sprung were  
10 successful in -- in obtaining the contracts?

11 MR. DAVID BARROW: I don't believe so.

12 MS. KATE MCGRANN: And then with  
13 respect to the referrals that Sprung made to BLT  
14 during that time period, between your first work with  
15 them and the February 2012 contract, can you ballpark  
16 how many referrals Sprung made to BLT?

17 MR. DAVID BARROW: I'm going to say  
18 fifty (50), sixty (60) maybe.

19 MS. KATE MCGRANN: And of those  
20 referrals, how many of those turned into contracts  
21 that you -- that you worked on?

22 MR. DAVID BARROW: Quite a few of  
23 them. I don't recall exactly the amount.

24 MS. KATE MCGRANN: If you're able to,  
25 could you provide me with a rough estimate?

1 MR. DAVID BARROW: Yeah. Yes.

2 MS. KATE MCGRANN: What -- what would  
3 that be?

4 MR. DAVID BARROW: Oh, you want it  
5 right now?

6 MS. KATE MCGRANN: And -- and if -- if  
7 it's something else --

8 MR. DAVID BARROW: I'm going to -- I'm  
9 going to say somewhere in the neighbourhood of, you  
10 know, twenty-five (25).

11 MS. KATE MCGRANN: You've described to  
12 us the school, the utility work.

13 What was the other -- the nature of the  
14 other projects that were referred over?

15 MR. DAVID BARROW: There was church  
16 groups, a lot of that interest; mines; a lot of  
17 utility were interested, and, you know, those are  
18 basically it for -- there was a firehouse station, I  
19 believe, too.

20 MS. KATE MCGRANN: Okay. Church  
21 groups, what -- what did you end up building for  
22 church groups during that period between the late '90s  
23 and February 2012?

24 MR. DAVID BARROW: Are you asking me -  
25 - the question before, did you ask me whether I built

1 that or whether they were quoted or looked at?

2 MS. KATE MCGRANN: Were you -- were  
3 you successful in obtaining the contract --

4 MR. DAVID BARROW: Okay. Sorry, my --

5 MS. KATE MCGRANN: -- to do that  
6 construction?

7 MR. DAVID BARROW: -- misunderstanding  
8 there. So those were the type of buildings we were  
9 looking at. Doesn't mean that we were suss --  
10 successful in getting them.

11 MS. KATE MCGRANN: Of the referrals  
12 that Sprung made to you during the period between the  
13 late '90s and February 2012, how many turned into  
14 contracts that you ended up working on with Sprung?

15 MR. DAVID BARROW: I think I said  
16 around twenty-five (25) before.

17 MS. KATE MCGRANN: Okay. And I'd like  
18 to understand the nature of what those projects were.

19 MR. DAVID BARROW: I don't remember  
20 off the top of my head. It was a long time ago, but,  
21 I mean, I can look that up.

22 MS. KATE MCGRANN: Okay. If we can  
23 turn up the Strategic Alliance Agreement. That's  
24 CJI7626.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: And if we could  
4 scroll down, there's a heading "Scope of Strategic  
5 Alliance."

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: If you look at the  
10 third paragraph, it says:

11 "Sprung, having the proprietary  
12 rights to the manufacture and sale  
13 of its structures, shall refer all  
14 clients exclusively to BLT, who are  
15 seeking a turnkey approach."

16 And then it goes on to say that:

17 "Sprung will jointly assist BLT in  
18 the design and engineering of its  
19 structures and jointly manage all  
20 customer relations as it relates to  
21 the structure."

22 What did you understand that meant  
23 Sprung would do for BLT?

24 MR. DAVID BARROW: Any leads that they  
25 had for doing a Sprung that required a build-out of

1 the Sprung and plus interior, that they would refer  
2 that to BLT.

3 MS. KATE MCGRANN: When Mr. Lloyd  
4 appeared here earlier this week, he gave evidence that  
5 Sprung clients, clients who wanted to build a Sprung  
6 building, were free to use other construction  
7 companies to build their Sprung structures, including  
8 the build-outs.

9 Was that your understanding?

10 MR. DAVID BARROW: It was my  
11 understanding it's up to the owner, the end result is.

12 MS. KATE MCGRANN: And if we could  
13 scroll down so we can see the next paragraph.

14 This paragraph says that:

15 "BLT will likewise refer all clients  
16 looking to construct membrane or  
17 steel buildings solely to Sprung.  
18 BLT ceases to do construction -- any  
19 construction of any alternative  
20 membrane or steel building and  
21 exclusively work with Sprung. BLT  
22 will enter into a contract directly  
23 with the customer. BLT shall manage  
24 in a professional manner all aspects  
25 of the turnkey project."

1                   What did you understand BLT was  
2   required to do by this agreement?

3                   MR. DAVID BARROW:    If there was a mem  
4   -- membrane building or a steel building, that we  
5   would refer Sprung as the who -- the person to be  
6   billed.

7                   MS. KATE MCGRANN:    So, if a client  
8   approached you and was looking to erect a steel  
9   building, what was BLT required to do under this  
10  agreement?

11                  MR. DAVID BARROW:    We would recommend  
12  that they put a Sprung.

13                  MS. KATE MCGRANN:    And if they  
14  insisted that what they wanted was steel, was BLT able  
15  to do that construction work for them or did you have  
16  to decline that?

17                  MR. DAVID BARROW:    We would, but we  
18  would probably decline.

19                  MS. KATE MCGRANN:    Did that situa --  
20  has that situation come up since you --

21                  MR. DAVID BARROW:    No.

22                  MS. KATE MCGRANN:    As I read this  
23  agreement, it doesn't provide for any payments from  
24  Sprung to BLT or from BLT to Sprung.

25                               Is that your understanding of how this

1 agreement operates?

2 MR. DAVID BARROW: Correct.

3 MS. KATE MCGRANN: Were there any  
4 other agreements in place between BLT and Sprung  
5 during the period between February 28th, 2012, and  
6 November 2013?

7 MR. DAVID BARROW: No.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: In general, during  
12 the time leading up to the Town of Collingwood signing  
13 the construction contract with BLT, to your knowledge,  
14 was the Town advised that they could use another  
15 construction company to erect the -- the Sprung  
16 buildings they were considering?

17 MR. DAVID BARROW: I'm not sure if  
18 they were advised.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: The Inquiry's heard  
23 evidence that Sprung had representatives who were  
24 working to solicit potential clients.

25 Did BLT engage in any efforts to market

1 Sprung projects or otherwise attract client to -- to  
2 work with BLT and Sprung during the period between --  
3 during 2012?

4 MR. DAVID BARROW: Sorry, what period  
5 was that?

6 MS. KATE MCGRANN: In 2012.

7 MR. DAVID BARROW: Just in 2012? No,  
8 we weren't really advertising Sprung. We definitely  
9 said we did Sprung, but we didn't advertise. They did  
10 most of that.

11 MS. KATE MCGRANN: And was -- did BLT  
12 retain anyone or was anyone working for the company  
13 out trying to find new projects or -- or clients for  
14 BLT and Sprung to work on together?

15 MR. DAVID BARROW: No. We would be  
16 out finding just general work. And if it did require  
17 a Sprung, then we would definitely recommend them.

18 MS. KATE MCGRANN: Prior to the  
19 Collingwood recreation projects, how did BLT generally  
20 get involved in construction projects involving Sprung  
21 structures?

22 MR. DAVID BARROW: Sorry, can you  
23 repeat that question again?

24 MS. KATE MCGRANN: Prior to the  
25 Collingwood construction projects in 2012, how did BLT



1 generally get involved in construction projects with  
2 Sprung?

3 MR. DAVID BARROW: Sprung would find  
4 the lead. And they would call us in once they knew  
5 the lead was a good lead.

6 MS. KATE MCGRANN: I'm making an  
7 assumption here. So, I'm going to tell you what it is  
8 first, and you can tell me --

9 MR. DAVID BARROW: Okay.

10 MS. KATE MCGRANN: -- if I've got it  
11 right or not. I assume that the conversation between  
12 Sprung and a potential client progresses from an  
13 introduction to a discussion of what Sprung offers to  
14 a discussion of what a turnkey building can look like  
15 to attempts to actually secure a contract.

16 Is that a fair approximation --

17 MR. DAVID BARROW: Right.

18 MS. KATE MCGRANN: -- of how a  
19 conversation would go with a potential client?

20 MR. DAVID BARROW: Yes.

21 MS. KATE MCGRANN: At what stage in  
22 that conversation did BLT generally get involved?

23 MR. DAVID BARROW: I'm going to number  
24 your conversation by you had four (4) different items,  
25 so I'm going to say it'd be after the second.

1 MS. KATE MCGRANN: So, after the  
2 introduction, after a discussion about what Sprung  
3 offers before talking about specifically what can go  
4 into a --

5 MR. DAVID BARROW: Correct.

6 MS. KATE MCGRANN: -- design build?

7 MR. DAVID BARROW: Correct.

8 MS. KATE MCGRANN: I'd like to  
9 understand what BLT's experience is in attempting to  
10 actually secure contracts with clients before it began  
11 working on the Collingwood projects.

12 Had BLT been involved in a sole source  
13 procurement project before working on the Collingwood  
14 projects?

15 MR. DAVID BARROW: I'm going to say  
16 that, well, they're -- I'm going to call -- I -- we  
17 don't call them sole source. We call them turnkey,  
18 and it would be -- I don't know what the definition  
19 would be, but it would be us and -- and Sprung and  
20 only us and Sprung at the table for most jobs.

21 Once someone is wanting a Sprung,  
22 there's not usually anybody else at the table but us  
23 and Sprung. I don't know if that classifies as sole  
24 source or not.

25 MS. KATE MCGRANN: Well, let's --

1 let's start with this one (1). You say, "turnkey."

2 What do you mean by that phrase?

3 MR. DAVID BARROW: That means we put  
4 the shovel into the ground and we give you it at the  
5 end of product to use.

6 MS. KATE MCGRANN: Okay. And what's  
7 BLT's role in that project, in a turnkey project?

8 MR. DAVID BARROW: Ours would be the  
9 full design and build of the structures.

10 MS. KATE MCGRANN: Okay. And what's  
11 Sprung's role in that project?

12 MR. DAVID BARROW: It would be the  
13 structure itself and the engineering of the structure  
14 itself.

15 MS. KATE MCGRANN: And when you say  
16 that your experience prior to the Collingwood projects  
17 was -- would you say it was largely turnkey projects?

18 MR. DAVID BARROW: Correct.

19 MS. KATE MCGRANN: And in your  
20 experience, Sprung and BLT were the only people at the  
21 table, what do you mean by that?

22 MR. DAVID BARROW: I mean Sprung and  
23 BLT was the only people at the table.

24 MS. KATE MCGRANN: Do you mean that  
25 you weren't in a competition with anybody else --

1 MR. DAVID BARROW: Correct.

2 MS. KATE MCGRANN: -- to obtain the  
3 business?

4 MR. DAVID BARROW: Correct.

5 MS. KATE MCGRANN: How many projects  
6 did you find yourself in that position with -- in  
7 before the Collingwood projects in 2012?

8 MR. DAVID BARROW: I'd say 90 percent  
9 of the ones.

10 MS. KATE MCGRANN: Can you put a  
11 number to that?

12 MR. DAVID BARROW: Well, if I told you  
13 twenty-five (25), so it would be 90 percent of twenty-  
14 five (25) that I'd be at the table.

15 MS. KATE MCGRANN: I think you told me  
16 that, prior to the Collingwood projects, Sprung had  
17 made approximately fifty (50) referrals to you.

18 MR. DAVID BARROW: Okay, so -- yeah,  
19 so, fifty (50). I remember the actual ones --

20 THE HONOURABLE FRANK MARROCCO: But I  
21 think you said twenty-five (25) of them resulted --

22 MR. DAVID BARROW: Yeah, I did. Yeah.

23 THE HONOURABLE FRANK MARROCCO: --  
24 approximately twenty-five (25) --

25 MR. DAVID BARROW: Correct.

1 THE HONOURABLE FRANK MARROCCO: -- of  
2 them resulted in contracts.

3 MR. DAVID BARROW: Yeah. And that's  
4 what I thought the question was.

5 THE HONOURABLE FRANK MARROCCO: And  
6 it's 90 percent of those?

7 MR. DAVID BARROW: Correct.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: Okay. And then the  
11 other -- so, approximately fifty (50) are referred to  
12 you?

13 MR. DAVID BARROW: Forty-five (45).

14 MS. KATE MCGRANN: Forty-five (45) of  
15 those is just you and Sprung at the table. And out of  
16 that --

17 MR. DAVID BARROW: Correct.

18 MS. KATE MCGRANN: -- forty-five (45),  
19 approximately twenty-five (25) you're successful in  
20 obtaining the contract?

21 MR. DAVID BARROW: Correct.

22 MS. KATE MCGRANN: Do you know what  
23 happened with the rest of them, where you were  
24 unsuccessful?

25 MR. DAVID BARROW: I don't know.

1 After I was unsuccessful, I didn't really bother.

2 MS. KATE MCGRANN: Do you know if, in  
3 order to get to the place where you and Sprung were  
4 the only people at the table, Sprung had engaged in  
5 any sort of competitive bidding project before you  
6 become involved?

7 MR. DAVID BARROW: Sorry, repeat that  
8 again.

9 MS. KATE MCGRANN: Do you know if  
10 Sprung had engaged in any sort of competitive bidding  
11 project in order to get to the place where you and  
12 Sprung are the only two (2) people at the table on the  
13 projects you've described to us?

14 MR. DAVID BARROW: I don't know.

15 MS. KATE MCGRANN: For the projects  
16 that you've described to us where you and Sprung are  
17 the only people at the table prior to Collingwood, do  
18 you know if Sprung had a preexisting relationship with  
19 any of those clients?

20 MR. DAVID BARROW: Yes, they had.

21 MS. KATE MCGRANN: Do you --

22 MR. DAVID BARROW: The Department of  
23 Defence would be one (1).

24 MS. KATE MCGRANN: Any others?

25 MR. DAVID BARROW: I guess the -- the

1 SkyDome because that was there, too, and the same with  
2 Maid of the Mist.

3 MS. KATE MCGRANN: Approximately how  
4 many of those twenty-five (25) projects would have  
5 been for the Department of Defence?

6 MR. DAVID BARROW: Ten (10).

7 MS. KATE MCGRANN: And the SkyDome  
8 would be one (1) a year?

9 MR. DAVID BARROW: Yeah, one (1) a  
10 year for ten (10) years.

11 MS. KATE MCGRANN: In that twenty-five  
12 (25) number are you counting the SkyDome as a single  
13 project or a project every year?

14 MR. DAVID BARROW: A project every  
15 year.

16 MS. KATE MCGRANN: And the Maid of the  
17 Mist?

18 MR. DAVID BARROW: The same, a project  
19 every year.

20 MS. KATE MCGRANN: Of the twenty-five  
21 (25) projects in which you and Sprung are the only  
22 people at the table, were any of those for clients  
23 where Sprung didn't have a preexisting relationship?

24 MR. DAVID BARROW: Yes.

25 MS. KATE MCGRANN: Which projects were

1 those?

2 MR. DAVID BARROW: I don't recall  
3 this. I don't...

4

5 (BRIEF PAUSE)

6

7 MS. KATE MCGRANN: And if you don't  
8 recall, just let me know, but for the projects where  
9 you and Sprung are the only people at the table and  
10 there wasn't a preexisting relationship, do you recall  
11 if you were successful in obtaining any of those  
12 contracts?

13 MR. DAVID BARROW: I'm sure we were.

14 MS. KATE MCGRANN: Do you have any  
15 specific recollection -- recollection?

16 MR. DAVID BARROW: Yeah, not off the  
17 top of my head.

18 MS. KATE MCGRANN: Other than the  
19 Department of Defence, prior to the Collingwood  
20 projects in 2012, had you done any work with Sprung  
21 for any public clients? And by that, I mean, like, a  
22 government entity or something like that.

23 MR. DAVID BARROW: Well, the schools.  
24 I would consider those to a government entity. And  
25 utilities would be, as well. So, I would say yes.



1 MS. KATE MCGRANN: Starting with the  
2 schools, to your knowledge, were any of those three  
3 (3) contracts obtained via a sole source procurement?

4 MR. DAVID BARROW: Like I said before,  
5 I don't know if it's sole source, but they did come to  
6 Sprung and wanted a Sprung structure. And then we  
7 were brought in afterwards.

8 So, I don't know if that classifies a  
9 sole source, but we were the only people at the table.

10 MS. KATE MCGRANN: And is it the case  
11 that -- are you aware of what it took to get to be the  
12 only people at the table for the schools? We know for  
13 the Toronto school there was a preexisting Sprung  
14 structure there for the other two (2).

15 Do you know what took place before you  
16 became involved and you were the only people at the  
17 table?

18 MR. DAVID BARROW: Well, I would  
19 believe that Sprung would have spoken to the clients.  
20 And then we would have got involved once the job had  
21 become something more than just talks.

22 MS. KATE MCGRANN: You said -- I think  
23 you would guess. Do you know what took place before  
24 those contracts were put in place?

25 MR. DAVID BARROW: Sorry, then I'm

1 assuming that was what would take place.

2 MS. KATE MCGRANN: And the same  
3 question with the utility work. Do you know what took  
4 place before you and Sprung were seated at the table  
5 alone with that client?

6 MR. DAVID BARROW: No, this time, I'm  
7 going to answer no.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: Before the  
12 Collingwood projects, had BLT built a Sprung arena  
13 before?

14 MR. DAVID BARROW: No.

15 MS. KATE MCGRANN: Had BLT been  
16 involved in the construction of any kind of arena  
17 building before?

18 MR. DAVID BARROW: No.

19 MS. KATE MCGRANN: Before the  
20 Collingwood projects, had BLT erected a Sprung  
21 structure over an outdoor pool before?

22 MR. DAVID BARROW: Can we go back to  
23 the last question?

24 MS. KATE MCGRANN: Yes.

25 MR. DAVID BARROW: I know that I said,

1 "No," but, I mean, we were involved with SkyDome, so  
2 that to me is a pretty good size arena.

3 MS. KATE MCGRANN: I'm going to expose  
4 myself as not a sports fan here.

5 MR. DAVID BARROW: Yeah.

6 THE HONOURABLE FRANK MARROCCO: Well,  
7 I -- I happen to know that location.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: Is -- is there an  
11 ice surface in the SkyDome?

12 MR. DAVID BARROW: No. But we did a  
13 lot of work for also, sorry, MLSE, which is Toronto  
14 Maple Leaf Sports, where we have also fitted out the  
15 whole entire arena, including dressing rooms, ice  
16 facility, and also all the floor levels and all the  
17 restaurants.

18 MS. KATE MCGRANN: With respect to the  
19 ice -- ice facility, when you say you fitted it out,  
20 what do you mean by that?

21 MR. DAVID BARROW: We've done all of  
22 the interior, basically, restaurants, floors,  
23 washrooms, dressing rooms, both Raptors and Maple  
24 Leafs.

25 MS. KATE MCGRANN: Did you do any work

1 on the ice plant?

2 MR. DAVID BARROW: Not spetif -- not  
3 specifically on the ice plant but some work around the  
4 boards.

5 MS. KATE MCGRANN: Like, installing  
6 them?

7 MR. DAVID BARROW: No, repairing them.

8 MS. KATE MCGRANN: Any other work on a  
9 -- on an ice arena before?

10 MR. DAVID BARROW: No.

11 MS. KATE MCGRANN: Turning to the --  
12 the question of aquatic facilities now. I think you  
13 said that BLT had put a Sprung structure over an  
14 outdoor pool before Collingwood.

15 Is -- is that right?

16 MR. DAVID BARROW: No.

17 MS. KATE MCGRANN: No, I don't have  
18 that right or, no, BLT hadn't put a --

19 MR. DAVID BARROW: No, I hadn't put one  
20 (1) over a pool.

21 MS. KATE MCGRANN: Had BLT been  
22 involved in any aquatic facility construction projects  
23 before?

24 MR. DAVID BARROW: We did the Trump  
25 Tower pool. I didn't do the pool itself, but I did

1 all the work around the pool.

2 MS. KATE MCGRANN: And so, that --  
3 like, decking and things like that?

4 MR. DAVID BARROW: Yeah, all the tile  
5 work finishes.

6 MS. KATE MCGRANN: Other than the --  
7 the tile work that you did for the pool in the Trump  
8 Tower, any other aquatic facility-related work?

9 MR. DAVID BARROW: No.

10 MS. KATE MCGRANN: Okay. In 2012,  
11 were you aware of how many pools Sprung had been  
12 involved in before?

13 MR. DAVID BARROW: I think three (3).

14 MS. KATE MCGRANN: Do you remember  
15 where they were by any chance?

16 MR. DAVID BARROW: I don't. I do  
17 remember -- I think it's Kearns pool --

18 MS. KATE MCGRANN: M-hm.

19 MR. DAVID BARROW: -- is one (1) of  
20 them. And I believe they're all in the states, United  
21 States.

22 MS. KATE MCGRANN: To your knowledge,  
23 before the Town of Collingwood signed the construction  
24 contracts with BLT, what was the Town told about BLT's  
25 experience in building ice arenas?

1                   MR. DAVID BARROW:    I don't know if  
2 they were specifically told what our experience was,  
3 or even if they had asked to that point, but we were  
4 known as just general contractors and, basically, it  
5 was all around the Sprung system.

6                   For me, I could build anything inside  
7 of a Sprung. I just need the professional person that  
8 would do that.

9                   MS. KATE MCGRANN:    Okay. And  
10 similarly, do you know what the Town was told about  
11 BLT's experience in building aquatic facilities before  
12 the Town signed the contract with BLT?

13                  MR. DAVID BARROW:    Trump Tower may  
14 have come up. I'm going to say I'm not -- I'm not  
15 sure at this point.

16                  MS. KATE MCGRANN:    Who from the Town  
17 do you remember having discussions with about BLT's  
18 experience and what it could do for the Town?

19                  MR. DAVID BARROW:    There was only  
20 really one (1) meeting with the Town, and that was, I  
21 think, on the July 26 I think it was. And that would  
22 have been Ed Houghton, Marjory Leonard, I think Dave  
23 McNalty, two representatives from Sprung, myself, and  
24 Mark Watts were at that.

25                  MS. KATE MCGRANN:    And what do you

1 remember explaining to the Town, if anything, about  
2 BLT's experience?

3 MR. DAVID BARROW: Basically, it was  
4 just our experience building up. Sprung wasn't really  
5 around in aquatics or an arena or -- or an ice plant,  
6 but it was said that we could build anything inside of  
7 a Sprung structure just using the right professional  
8 person to do it.

9 MS. KATE MCGRANN: And that was the  
10 only meeting that you attended with any  
11 representatives of the Town before the contract was  
12 signed?

13 MR. DAVID BARROW: Yeah. I guess  
14 there -- there -- the group of people from the Town,  
15 yes.

16 MS. KATE MCGRANN: Other than the  
17 meeting, did you speak to people from the Town over  
18 the telephone, via email, and things like that before  
19 the contract was signed?

20 MR. DAVID BARROW: I think I was on  
21 emails with people from the Town, but I don't think I  
22 spoke directly with them not after that meeting.

23 MS. KATE MCGRANN: At any point before  
24 the Town signed the contract with BLT, was BLT asked  
25 to provide references -- past clients -- who could

1 speak to the quality of your work and what it was like  
2 to work with your company?

3 MR. DAVID BARROW: I don't believe so.

4 MS. KATE MCGRANN: Shifting focus for  
5 a moment, I'm going to ask you some questions about  
6 LEED standards. The Inquiry's already heard some  
7 evidence about LEED building standards, and I just  
8 want to ask you some background questions on LEED.

9 It's our understanding that LEED is a  
10 green building certification program. Is that  
11 consistent with what you understand it is?

12 MR. DAVID BARROW: Correct.

13 MS. KATE MCGRANN: And I understand  
14 that it's based on a points program. Is that how you  
15 understand it works?

16 MR. DAVID BARROW: It is, yes.

17 MS. KATE MCGRANN: Do you know what  
18 the points are awarded for or what they reflect?

19 MR. DAVID BARROW: How long do you  
20 have?

21 MS. KATE MCGRANN: Can you give  
22 briefly --

23 THE HONOURABLE FRANK MARROCCO: Not  
24 that long.

25 MS. KATE MCGRANN: -- at a high level?



1                   MR. DAVID BARROW:    It could be --  
2 well, it is based on where materials are brought from,  
3 bus shelters if they're close to the vicinity, a wide  
4 variety of recycle, where the people that work on the  
5 facility actually come from. There is a point system  
6 for everything in LEED.

7

8 CONTINUED BY MS. KATE MCGRANN:

9                   MS. KATE MCGRANN:   Generally, is it  
10 fair to say that the points are intended to reflect  
11 how energy efficient the building and the building  
12 usage is?

13                  MR. DAVID BARROW:    It is, but it's  
14 how -- also how it's built and where everything comes  
15 from.

16                  MS. KATE MCGRANN:    So how far  
17 materials have to travel with the rate of --

18                  MR. DAVID BARROW:    Correct. So they  
19 take the reflect of that for energy being used to  
20 actually transport.

21                  MS. KATE MCGRANN:    And it's our  
22 understanding that there are different levels of LEED  
23 certification that can be sought and obtained?

24                  MR. DAVID BARROW:    Correct.

25                  MS. KATE MCGRANN:    And is it fair to

1 say that the higher the level, the more points the  
2 building has to obtain under the scoring system?

3 MR. DAVID BARROW: Correct.

4 MS. KATE MCGRANN: I understand that  
5 LEED certification is something that you have to apply  
6 for and then provide reporting in a going forward  
7 basis for a number of years.

8 MR. DAVID BARROW: Correct.

9 MS. KATE MCGRANN: And that that  
10 application process comes with associated costs  
11 including costs for LEED professionals to become  
12 involved in the building construction and things like  
13 that?

14 MR. DAVID BARROW: Correct.

15 MS. KATE MCGRANN: I also understand  
16 that it can be the case that a building would be  
17 designed and constructed so that it would qualify for  
18 LEED points, but you don't actually go through the  
19 process to try to obtain the certification to build it  
20 to LEED equivalency. We've heard the term LEED  
21 shadowing used. Are you familiar with that concept?

22 MR. DAVID BARROW: I am familiar with  
23 that wording, but it is not really anything that's  
24 LEED shadow, not that I'm aware of. You're either  
25 LEED certified -- LEED silver, LEED gold; I believe

1 there's LEED platinum. Those are the only terms that  
2 I know for LEED.

3 MS. KATE MCGRANN: Have you ever heard  
4 of somebody building or designing and constructing a  
5 building so that it would qualify for LEED  
6 certification but not taking the steps to actually get  
7 the certification due to associated costs or for other  
8 reasons?

9 MR. DAVID BARROW: Yes.

10 MS. KATE MCGRANN: For that idea --  
11 the idea that you would build it to a LEED standard  
12 but not seek certification -- I'm going to refer to  
13 that when we talk about it as LEED equivalency.

14 MR. DAVID BARROW: Okay.

15 MS. KATE MCGRANN: Okay? Had BLT been  
16 involved in the construction of buildings that were  
17 seeking LEED certification before the Collingwood  
18 projects?

19 MR. DAVID BARROW: No.

20 MS. KATE MCGRANN: Had BLT been  
21 involved in the construction of buildings that were  
22 looking to be built to a LEED equivalency standard  
23 before the Collingwood projects?

24 MR. DAVID BARROW: No.

25 MS. KATE MCGRANN: Dave McNalty from

1 the Town has given evidence to the Inquiry that he  
2 understood that the Sprung building was a  
3 LEED-equivalent building and he thought that meant  
4 that you could take the building and apply for LEED  
5 certification and you'd be granted it without having  
6 to make any design changes.

7 Was that your understanding of what --  
8 of how a Sprung building worked?

9 MR. DAVID BARROW: The Sprung building  
10 can achieve a certificate of LEED under the right  
11 circumstances.

12 MS. KATE MCGRANN: And what would the  
13 right circumstances be?

14 MR. DAVID BARROW: Not that it  
15 traveled to Collingwood. That would be one (1) of  
16 them.

17 MS. KATE MCGRANN: Because of the  
18 energy associated --

19 MR. DAVID BARROW: Yes.

20 MS. KATE MCGRANN: -- with that  
21 transportation time?

22 MR. DAVID BARROW: Correct.

23 MS. KATE MCGRANN: Would it be the  
24 case that it would just take a tremendous number of  
25 points to overcome that initial energy input?

1                   MR. DAVID BARROW:    No.  You could --  
2   you could still pass for a LEED, but that just -- that  
3   wouldn't give you any points.  If you built it in  
4   Calgary, you would get full points for it.

5                   MS. KATE MCGRANN:   And what would the  
6   points be awarded for?

7                   MR. DAVID BARROW:   It's energy  
8   efficiency.

9                   MS. KATE MCGRANN:   Is that associated  
10  with the insulation that are in --

11                  MR. DAVID BARROW:   Correct.

12                  MS. KATE MCGRANN:   -- the building  
13  envelope?

14                  MR. DAVID BARROW:   It's an air-tight  
15  seal envelope, and it's an encapsulated insulation.

16                  MS. KATE MCGRANN:   Do you know off the  
17  top of your head how many points would be awarded for  
18  that if it was -- the building envelope didn't travel  
19  at all?  Like what are the full points it could get  
20  for that.

21                  MR. DAVID BARROW:   I'm not sure of  
22  that full points.

23                  MS. KATE MCGRANN:   Was it your  
24  understanding that if the building envelope wasn't  
25  required to travel at all, it itself could achieve a

1 LEED certification level without anything else  
2 happening just after being constructed?

3 MR. DAVID BARROW: It had contributes  
4 to be able to receive a LEED certificate.

5 MS. KATE MCGRANN: But it doesn't  
6 automatically guarantee that a LEED certificate --

7 MR. DAVID BARROW: No.

8 MS. KATE MCGRANN: -- would be issued.  
9 Do you remember being involved in any discussions with  
10 anyone from the Town about whether the Town wanted to  
11 build the arena or pool either to seek LEED  
12 certification or to LEED equivalency?

13 MR. DAVID BARROW: No.

14 MS. KATE MCGRANN: Did you ever have  
15 any discussions with anyone from the Town before the  
16 contracts were signed about how a Sprung membrane  
17 could contribute or impact an application for a LEED  
18 certification for either of those buildings?

19 MR. DAVID BARROW: No, I'm not going  
20 to say that we had any conversations about that.  
21 There -- yeah. I'll let you ask me the questions.

22 MS. KATE MCGRANN: Well because of the  
23 way you've answered that, did you have conversations  
24 that were related to that topic?

25 MR. DAVID BARROW: There was. There

1 was a discussion of how the Sprung could be LEED if it  
2 had the right circumstances.

3 MS. KATE MCGRANN: What do you  
4 remember about that conversation?

5 MR. DAVID BARROW: Well, none of us in  
6 the room actually knew how many points or if it was  
7 able to at that time. But the actual Sprung -- it has  
8 tendencies to be able to achieve a LEED certificate  
9 under the right circumstances what -- at that time it  
10 was. We were not any -- any of us were not sure.

11 MS. KATE MCGRANN: Do you remember  
12 when that conversation took place?

13 MR. DAVID BARROW: I believe that was  
14 on the meeting in -- August 26, was it? 27th?

15 MS. KATE MCGRANN: So there's --

16 MR. DAVID BARROW: No. Not August.  
17 That would have been July. The meeting that I had  
18 with the Town -- the only meeting I had --

19 MS. KATE MCGRANN: You --

20 MR. DAVID BARROW: -- whatever that  
21 date was.

22 MS. KATE MCGRANN: -- you've told us  
23 that the only meeting you had with the Town was on --

24 MR. DAVID BARROW: Yeah.

25 MS. KATE MCGRANN: -- July 27th? So

1 during that meeting?

2 MR. DAVID BARROW: Correct.

3 MS. KATE MCGRANN: Okay. Do you  
4 remember if any decisions were made at that point in  
5 time or communicated to you about whether the Town  
6 wanted to build the arenas to at least LEED  
7 equivalency, maybe seek certification?

8 MR. DAVID BARROW: No. I believe it  
9 was just mentioned in a conversation. There was  
10 nobody asking for the LEED. It was just mentioned as  
11 a sale.

12 THE HONOURABLE FRANK MARROCCO: Just  
13 before you... In your experience as a -- doing the  
14 work you do, would you be -- would you want to be  
15 careful in a conversation like that not to  
16 misrepresent something like whether or not the  
17 building was -- would be LEED certifiable?

18 MR. DAVID BARROW: Yes. But I believe  
19 it was explained at the time correctly.

20 THE HONOURABLE FRANK MARROCCO: Yeah.  
21 I'm not implying it wasn't, and I don't want to  
22 interrupt your answer. So go ahead and finish it.

23 MR. DAVID BARROW: Okay. I don't  
24 think that it was explained incorrectly.

25 THE HONOURABLE FRANK MARROCCO: Okay.



1 Do I have it right that in terms of the actual -- in  
2 terms of measuring of whether or not it's certifiable  
3 at every single aspect of the building that's  
4 constructed is examined?

5 MR. DAVID BARROW: Correct.

6 THE HONOURABLE FRANK MARROCCO: So if  
7 it's a hockey rink and it has something in it that  
8 allows you produce ice and in -- when it's warm out,  
9 that kind of energy use would be taken into account  
10 when you were trying to figure out whether the  
11 building was certifiable or not.

12 MR. DAVID BARROW: Correct.

13 THE HONOURABLE FRANK MARROCCO: Okay.

14

15 CONTINUED BY MS. KATE MCGRANN:

16 MS. KATE MCGRANN: We can see from the  
17 documents that have been produced to the Inquiry that  
18 BLT ultimately provides budgets to the Town that are  
19 presented to the Town Council and then versions are  
20 incorporated into the contract that are signed.

21 Were those budgets for an arena and a  
22 pool -- did they contemplate building those buildings  
23 to a LEED equivalency -- a LEED silver equivalency or  
24 otherwise?

25 MR. DAVID BARROW: No.

1 MS. KATE MCGRANN: When Mr. Lloyd was  
2 here on Tuesday, he gave evidence that there were  
3 criminal investigations into the LEED organization or  
4 the -- I think he meant the organization that  
5 administers the LEED program.

6 Are you aware of any such criminal  
7 investigations?

8 MR. DAVID BARROW: No.

9 MS. KATE MCGRANN: At the August 27th,  
10 2012 Council meeting, a staff report was presented and  
11 included information about Sprung and the budgets that  
12 BLT had provided. It also included information about  
13 estimates that had been provided by a company called  
14 WGD Architects.

15 I'm going to pull up a copy of their  
16 report from it because I want to ask you some  
17 questions about whether what they were looking at was  
18 comparable to what BLT provided to the Town. That  
19 document is at TOC201266.

20 MR. DAVID BARROW: Sorry. What date  
21 were you talking about now? July --

22 MS. KATE MCGRANN: August 27th --

23 MR. DAVID BARROW: August.

24 MS. KATE MCGRANN: -- is the Council  
25 meeting --

1 MR. DAVID BARROW: Okay.

2 MS. KATE MCGRANN: -- at which staff  
3 recommends that Council choose to proceed with Sprung.

4 So this is a report titled "Central  
5 Park New Arena Options." It's authored by WGD  
6 Architects. Do you recall if you saw a copy of this  
7 report before Town Council decided to proceed to  
8 construct Sprung structures at the end of the summer  
9 of 2012?

10 MR. DAVID BARROW: I don't believe so.

11 MS. KATE MCGRANN: Okay. I just want  
12 to ask you about some green initiatives that were  
13 included in the estimate that was provided to the Town  
14 for the pre-fabricated steel option. If we could  
15 scroll down to page 2 and if you could scroll down to  
16 the bottom, there's a heading "green initiatives in  
17 the new arena."

18 In the paragraph under the heading  
19 "introduction," the last sentence says:

20 "The new arena is proposed to be  
21 designed to LEED silver  
22 certification levels."

23 And then it goes on to list a number of  
24 initiatives that could be included in the prices. So  
25 for starters, a green roof -- it talks about employing

1 green roof technologies. It could incorporate a  
2 vegetative roof system.

3 And if you scroll down, the associated  
4 price for that would be in the range of 80,000 to  
5 \$100,000. Was that something that was included in the  
6 BLT budgets that were provided to the Town?

7 MR. DAVID BARROW: No.

8 MS. KATE MCGRANN: And if you scroll  
9 down so that we can see the heading "subfloor heating  
10 using heat recovery," it goes on to discuss what that  
11 option would involve, and it would be included in a  
12 cost of a range of \$50,000.

13 Was something like that included in the  
14 budget that BLT provided to the Town?

15 MR. DAVID BARROW: In the arena, we  
16 did do some recovery for the ice plant. We took  
17 energy from the ice plant and put it into the snow  
18 melt.

19 MS. KATE MCGRANN: Okay. And did the  
20 cost of including that kind of a -- that kind of a  
21 functionality in the arena -- would it be in the range  
22 of about \$50,000?

23 MR. DAVID BARROW: It could be, yes.

24 MS. KATE MCGRANN: Was it?

25 MR. DAVID BARROW: I don't know off

1 the top of my head.

2 MS. KATE MCGRANN: If we could scroll  
3 down to the next section. This talks about things  
4 that could be done with domestic hot water and water  
5 used by the ice resurfacers.

6 Do you know if -- if anything like that  
7 was included in the work that -- that BLT did for the  
8 Town?

9 MR. DAVID BARROW: I just want to read  
10 it for a second.

11 MS. KATE MCGRANN: Yes, please. Of  
12 course.

13

14 (BRIEF PAUSE)

15

16 MR. DAVID BARROW: I don't believe so.

17 MS. KATE MCGRANN: Scroll down a  
18 little bit further. Under Heat Recovery for Heating,  
19 this section talks about the use of rejected heat from  
20 the refrigeration equipment to heat spaces in the  
21 outside air for ventilation purposes. It describes  
22 how this would be done. Please take your time to read  
23 this if -- if you want to.

24 My question is: This option, which  
25 here has an associated cost of 500 to \$600,000, was

1 this included in the work that BLT did for the Town?

2 MR. DAVID BARROW: No.

3 MS. KATE MCGRANN: If we could scroll  
4 down a bit further. Keep going. Keep going. Keep  
5 going. So scroll up a little bit. Thanks for dealing  
6 with that.

7 Under Building Utilities, this -- this  
8 section discusses the use of low-volume flush valves  
9 on the water closets and other sensors that could be  
10 utilized to reduce water usage, central tempered  
11 shower water system or rainwater recovery sysion  
12 (sic), and the structure of the roof being designed to  
13 accommodate solar photovoltaic panel systems.

14 If you scroll down, that comes with an  
15 associated cost of 80 to a thousand dollar -- \$100,000  
16 for the cistern and dual plumbing system, the  
17 photovoltaic support structure in the range of  
18 \$100,000.

19 Do you know if either of those things  
20 were things that were included in the work that BLT  
21 did for the Town?

22 MR. DAVID BARROW: I believe the  
23 showers were and the bathrooms were. Toilets were  
24 low-flush.

25 MS. KATE MCGRANN: Okay. And do you

1 know if that -- is that comparable to what's described  
2 in the paragraph above, and I'll ask you to scroll up  
3 just so you can take a look at it.

4 MR. DAVID BARROW: No, that's not all  
5 of it. There's only a portion of it.

6 MS. KATE MCGRANN: And the --

7 MR. DAVID BARROW: And it would be the  
8 water closets, urinals, faucets.

9 MS. KATE MCGRANN: The -- the  
10 structure to support solar photovoltaic panels, is  
11 that something that was included in the work that BLT  
12 did --

13 MR. DAVID BARROW: No.

14 MS. KATE MCGRANN: -- for the Town?  
15 And then if you could scroll down a little bit  
16 further, there's one (1) more I want to look at here.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: The systems  
21 controller, central DDC building automation system  
22 that includes a number of aspects and comes at a cost,  
23 along with monitoring costs, in the range of 175 to  
24 \$200,000 -- was something like that included in the  
25 work that BLT did for the Town?

1 MR. DAVID BARROW: Well, there was a  
2 lot of automation, but whether it's exactly what we  
3 see here, I'm not 100 percent sure.

4 MS. KATE MCGRANN: We can take this  
5 document off the screen, turning to a -- a different  
6 area now. Just want to understand, in the -- in the  
7 work that BLT had done with Sprung before the  
8 Collingwood projects, how the purchase of the building  
9 envelope from Sprung was generally accomplished.

10 In the construction projects you did  
11 with Sprung prior to Collingwood, did the clients ever  
12 purchase the building envelope directly from Sprung?

13 MR. DAVID BARROW: Yes.

14 MS. KATE MCGRANN: And how often was  
15 that the case?

16 MR. DAVID BARROW: Do you want a  
17 percent, or...?

18 MS. KATE MCGRANN: Was it -- was --  
19 was that usually what happened? Did it happen rarely?

20 MR. DAVID BARROW: No, it did -- it  
21 happened more than not.

22 MS. KATE MCGRANN: Okay.

23 MR. DAVID BARROW: There -- sorry,  
24 there was problems associated with that, though.

25 MS. KATE MCGRANN: Okay. What



1 problems were associated with that?

2 MR. DAVID BARROW: The client  
3 purchases it and doesn't realize what the building  
4 fully requires, and ends up costing more, usually.

5 MS. KATE MCGRANN: And -- and can you  
6 unpack that a little bit for me, explain to me what  
7 you mean?

8 MR. DAVID BARROW: If you do not have  
9 a general contractor involved at that time, you may  
10 purchase a building and think you need two (2) doors  
11 to egress, and you actually need four (4) doors. Your  
12 venting system may require one (1) opening, you think,  
13 and it might require three (3) openings. Each one  
14 (1)) of those has an associated cost.

15 MS. KATE MCGRANN: Okay. Presumably,  
16 if the client was -- had you involved -- and by you, I  
17 mean BLT -- as they're making the decision about what  
18 they need out of the building envelope, then you can  
19 help them make sure that they buy the correct building  
20 envelope from Sprung?

21 MR. DAVID BARROW: No. If they're  
22 purchasing it direct, they deal with Sprung direct.

23 MS. KATE MCGRANN: You're not -- you  
24 wouldn't offer assistance to them in specking out what  
25 they need to purchase from Sprung?

1                   MR. DAVID BARROW:    The building would  
2   have probably been purchased direct through them.  If  
3   they were to ask us to help, we would have, but a lot  
4   of people just assume that themselves.

5                   MS. KATE MCGRANN:    Okay.  But if a  
6   client was to ask -- say to you, I'd like to purchase  
7   the building envelope directly from Sprung.  Can you  
8   help me make sure I buy the right thing; that's  
9   something BLT would do?

10                  MR. DAVID BARROW:    I could if the  
11   decision was made at that time, yes.

12                  MS. KATE MCGRANN:    Did that ever  
13   happen before you worked on the Collingwood projects?

14                  MR. DAVID BARROW:    Yes.

15                  MS. KATE MCGRANN:    And did BLT charge  
16   the client a fee to help them ensure that they were  
17   purchasing the correct building envelope from Sprung?

18                  MR. DAVID BARROW:    Yes.

19                  MS. KATE MCGRANN:    Okay.  Same fee  
20   every time?  Like a --

21                  MR. DAVID BARROW:    No.  Depending on  
22   size of building and what the details were.

23                  MS. KATE MCGRANN:    In the Sprung  
24   projects that BLT did in advance of the Collingwood  
25   projects in 2012 or the Sprung buildings that you sold

1 to clients, did BLT generally apply a price markup or  
2 an increase to the Sprung building?

3 MR. DAVID BARROW: Yes.

4 MS. KATE MCGRANN: Did -- was it a  
5 consistent -- consistent increase every time.

6 MR. DAVID BARROW: Yes. It would be  
7 15 to 18 percent.

8 MS. KATE MCGRANN: Was there any  
9 requirement for BLT to report back to Sprung on the  
10 price increase it applied to the Sprung structures  
11 that it sold?

12 MR. DAVID BARROW: No.

13 MS. KATE MCGRANN: Okay. And we've  
14 seen from the BLT budgets that were released to the  
15 Town that there's a line item for the Sprung structure  
16 on the budget.

17 Was that the case for budgets you had  
18 produced to clients prior to your work with the Town  
19 of Collingwood?

20 MR. DAVID BARROW: I don't understand  
21 what you're asking me.

22

23 (BRIEF PAUSE)

24

25 MS. KATE MCGRANN: My colleague is

1 just going to help me pull up a BLT budget as an  
2 example so we can look at it and know that we're  
3 talking about the same thing.

4 MR. DAVID BARROW: Okay.

5 MS. KATE MCGRANN: While that's  
6 happening, I'm going to jump ahead in my questions,  
7 and then we can come back.

8 MR. DAVID BARROW: Okay.

9 MS. KATE MCGRANN: Mr. Lloyd gave  
10 evidence that he offered Mr. Houghton the option of  
11 purchasing the Sprung membrane buildings directly from  
12 Sprung to avoid a -- a markup of price. Mr. Houghton  
13 decided to buy the Sprung building through BLT.

14 Did you -- are you aware of a  
15 conversation like that happening between Sprung and  
16 Mr. Houghton?

17 MR. DAVID BARROW: I'm not aware of  
18 that conversation, no. I assumed it was always  
19 through BLT.

20 MS. KATE MCGRANN: And more generally,  
21 were you aware of -- of any conversation about the  
22 Town buying a Sprung directly from Sprung itself in  
23 advance of the -- the contracts that were signed  
24 between the Town and BLT?

25 MR. DAVID BARROW: No.

1 MS. KATE MCGRANN: If we could turn up  
2 TOC202990.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: If we scroll to  
7 page 3. Scroll down. If you look under the heading  
8 Specialities, line item 10-092 --

9 MR. DAVID BARROW: Yeah.

10 MS. KATE MCGRANN: -- it says Sprung  
11 Structure.

12 MR. DAVID BARROW: Yes.

13 MS. KATE MCGRANN: And then it  
14 provides some information about it. My question is,  
15 and it may be the case that -- that I can't generalize  
16 this way, and you'll let me know.

17 Generally, for clients who purchased  
18 Sprung buildings through BLT before the Collingwood  
19 projects, would the Sprung structure be included in  
20 the budgets that you provided to them like we see  
21 here?

22 MR. DAVID BARROW: Correct.

23 MS. KATE MCGRANN: Okay. And the  
24 price that was given to the client on that line item  
25 would include the markup that you've already described

1 to us?

2 MR. DAVID BARROW: Correct.

3 MS. KATE MCGRANN: Would it include  
4 anything else?

5 MR. DAVID BARROW: No.

6 MS. KATE MCGRANN: And in the line  
7 items -- or in the budgets that you provided to the  
8 Town, was there anything else included in the line  
9 item price for the Sprung structure other than the  
10 base price and -- and BLT's markup?

11 MR. DAVID BARROW: No.

12 MS. KATE MCGRANN: Mr. Lloyd gave  
13 evidence that Sprung sells its buildings at the same  
14 cost to all customers no matter who they are, such  
15 that if Collingwood had bought the envelope directly  
16 from Sprung, it would have gotten the same price that  
17 BLT got from Sprung.

18 Is that accurate, to your knowledge?

19 MR. DAVID BARROW: I would say yeah,  
20 pretty accurate, yes.

21 MS. KATE MCGRANN: If the Town had  
22 bought its Sprung structures directly from Sprung, am  
23 I right that they would not have been included in a  
24 line item on the BLT budgets that BLT gave to the  
25 Town?

1                   MR. DAVID BARROW:    It would probably  
2 reflect if we were taking care of the Sprung budget as  
3 in a -- what we would require to put inside the  
4 Sprung, what was being sold.

5                   MS. KATE MCGRANN:    What -- what BLT  
6 was selling to the client?

7                   MR. DAVID BARROW:    How many doors, how  
8 many vents, that kind of stuff, if there was anything  
9 of us to do that or if the -- or if the city was  
10 buying it themselves and they were taking care of the  
11 full engineering and everything package.

12                  MS. KATE MCGRANN:    Okay.

13                  THE HONOURABLE FRANK MARROCCO:    Just  
14 so I'm clear, in a situation where they deal directly  
15 with Sprung and buy the structure from Sprung, then  
16 the cost of the structure would not be in the BLT  
17 budget.

18                  MR. DAVID BARROW:    Correct.

19                  THE HONOURABLE FRANK MARROCCO:    Right.

20

21 CONTINUED BY MS. KATE MCGRANN:

22                  MS. KATE MCGRANN:    With respect to the  
23 cost of the -- the two (2) building envelopes that  
24 were sold to the Town, Mr. Lloyd gave evidence that  
25 Sprung sold BLT the pool building for \$1,152,016 plus

1 tax. Does that sound right to you?

2 MR. DAVID BARROW: Probably the  
3 initial contract, but there was a few items added on  
4 to that that we required.

5 MS. KATE MCGRANN: Okay. And were  
6 those items added on after the Town had signed the  
7 contract with BLT?

8 MR. DAVID BARROW: Correct, yes.

9 MS. KATE MCGRANN: If we could turn to  
10 paragraph 537 of the Foundation Document.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: So this paragraph  
15 describes an email that you sent to Ms. Stec of Green  
16 Leaf in which you provide four (4) budgets for the  
17 Collingwood projects, and based on our review, these  
18 are the final budgets that get incorporated into the  
19 staff report that's presented to Council at the  
20 Council meeting where staff votes to proceed with  
21 Sprung. If we could turn up the budget at  
22 CJI7202\_0001.

23

24 (BRIEF PAUSE)

25



1 MS. KATE MCGRANN: And if we scroll to  
2 page 4. Scroll down.

3 Mr. DAVID BARROW: No. It's up.

4 MS. KATE MCGRANN: Scroll up. Thank  
5 you. Maybe up to the next page. There we go.

6 Sprung structure, there under  
7 Specialities, line item 10-092, is listed at a price  
8 of \$1,566,180. That's \$414,164 more than BLT paid  
9 Sprung. I understand that that includes a markup for  
10 the sale.

11 Is there anything else included in that  
12 price?

13 MR. DAVID BARROW: No, but understand  
14 that's not the building that they actually got.

15 MS. KATE MCGRANN: I understand that  
16 this is the building that went into the contract.  
17 When you say it's "not the building that they actually  
18 got," what did they actually get?

19 MR. DAVID BARROW: They got a  
20 different size envelope than what was priced here.

21 MS. KATE MCGRANN: As a result of the  
22 addition of the therapy pool?

23 MR. DAVID BARROW: Correct.

24 MS. KATE MCGRANN: So we'll come to  
25 that --

1 MR. DAVID BARROW: Okay.

2 MS. KATE MCGRANN: -- but in terms of  
3 what was included in the contract and what the Town  
4 originally signed up to purchase from Sprung, it  
5 purchases up to -- it purchases this building, which  
6 includes a markup of over \$400,000?

7 MR. DAVID BARROW: It's correct in  
8 what you're saying, as in it's got a find-out number,  
9 but Sprung had not yet given me a number at this  
10 point. It was only an estimate from them.

11 They will only give me a final number  
12 upon engineering drawings being done.

13 MS. KATE MCGRANN: So, how did you  
14 come to -- to land at this number for the structure  
15 that you put into the budget you gave to the Town that  
16 ultimately found its way into the contract?

17 MR. DAVID BARROW: It was given to me  
18 by Sprung as a budget number. And then it was not  
19 known at the time. They were putting in some sunshade  
20 doors which I was told were roughly, I think,  
21 somewhere in the neighbourhood of a hundred forty  
22 thousand dollars (\$140,000) a piece, and they were not  
23 distinct on the exact pricing.

24 So, I took a best-of-my-knowledge guess  
25 of what I thought it would come in at.

1 MS. KATE MCGRANN: Did you explain to  
2 anyone at the Town before the Town signed the  
3 construction contracts that that was the approach that  
4 you took to arrive at the -- the number for the Sprung  
5 structure and the budgets?

6 MR. DAVID BARROW: No.

7 MS. KATE MCGRANN: The -- the  
8 information and the estimates that Sprung provided to  
9 you that helped you get to this number, were they  
10 provided orally, over the phone, by email?

11 MR. DAVID BARROW: They would have  
12 been over -- over the phone. They didn't have  
13 anything in writing at this point.

14 MS. KATE MCGRANN: I want to ask you  
15 the same questions with respect to the arena. So,  
16 when Mr. Lloyd appeared he -- he gave evidence that  
17 Sprung sold BLT the arena building envelope for two  
18 million two hundred and forty-two thousand three  
19 hundred and forty-four dollars (\$2,242,344) plus tax.

20 Does that sound --

21 MR. FREDERICK CHENOWETH: Can My  
22 Friend just take a second and repeat those numbers so  
23 I can make a note of them?

24

25 CONTINUED BY MS. KATE MCGRANN:

1 MS. KATE MCGRANN: Two million two  
2 hundred and forty-two thousand three hundred and  
3 forty-four dollars (\$2,244,344) plus tax.

4 Does that sound about right to you?

5 MR. DAVID BARROW: Yes. I think there  
6 was some extras on that, as well. That might have  
7 been the original contract, but it ended up more.

8 MS. KATE MCGRANN: The extras that  
9 you're referring to --

10 MR. DAVID BARROW: Vent openings,  
11 doorways.

12 MS. KATE MCGRANN: Were those included  
13 before or after the Town signed the contract?

14 MR. DAVID BARROW: After.

15 MS. KATE MCGRANN: If we can scroll  
16 down to get to the arena budget which is next in line  
17 at this -- on this document.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: Keep going.

22 MR. DAVID BARROW: Too far down.

23 MS. KATE MCGRANN: There we go. So,  
24 starting on page 9. And if we could scroll down to I  
25 think page 3 of this one (1), third page of this one.

1                   So, page 11 of this document, under,  
2 "Specialties," line item 10092 we see the Sprung  
3 structure. The price given to the Town is two million  
4 five hundred and forty-eight thousand and fifty  
5 dollars and eighty-four cents (\$2,548,050.84). That's  
6 just over three hundred thousand dollars (\$300,000)  
7 more than BLT paid.

8                   Is there anything included in this  
9 price other than BLT's best guess at its markup based  
10 on the estimates that it got from Sprung?

11                  MR. DAVID BARROW: No. But the  
12 estimates I got from Sprung are not what you'd define  
13 as the final number.

14                  MS. KATE MCGRANN: Can you explain to  
15 me what you mean by that?

16                  MR. DAVID BARROW: The estimates I was  
17 getting from Sprung were only an estimate of the  
18 beginning.

19                  MS. KATE MCGRANN: M-hm.

20                  MR. DAVID BARROW: We still hadn't  
21 coordinated the size of the full extent of the  
22 building, so it was just an guesstimate on their  
23 behalf to me, it was not defined in paper. I marked  
24 up based on that.

25                  MS. KATE MCGRANN: Okay.

1 THE HONOURABLE FRANK MARROCCO: Can  
2 you just -- the -- the number's always the same, 10-  
3 092. Wha -- what's that number mean?

4 MR. DAVID BARROW: That's just for us  
5 for a record on our sheets. Each line item has its  
6 own number.

7 THE HONOURABLE FRANK MARROCCO: So,  
8 the Sprung structure always has that number --

9 MR. DAVID BARROW: Pre --

10 THE HONOURABLE FRANK MARROCCO: -- 10-  
11 092?

12 MR. DAVID BARROW: It -- it may  
13 change. It -- it just really is an in-house reference  
14 to something.

15

16 CONTINUED BY MS. KATE MCGRANN:

17 MS. KATE MCGRANN: Turning away from  
18 the price now, so we can take this document off the  
19 screen. Mr. Lloyd also gave some evidence about the  
20 timing of -- of the payments that Sprung required from  
21 BLT for those building envelopes.

22 And it was his evidence that their  
23 standard payment terms and the payment terms that  
24 applied to the purchases of the two (2) Collingwood  
25 buildings were 50 percent of the payment on the order

1 of the building and 50 percent of the payment upon  
2 delivery of the building.

3 Is that consistent with what you recall  
4 the payment terms were for the two (2) building  
5 envelopes?

6 MR. DAVID BARROW: Correct.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Okay. Turning away  
11 from -- from those general questions, I want to ask  
12 you some questions about how BLT was first introduced  
13 to the Town of Collingwood with respect to the -- the  
14 potential recreation projects.

15 So, based on -- just to give you a  
16 sense of what we've seen and place us in time and  
17 space, based on the information the Inquiry's received  
18 so far, we can see that Mr. Houghton met with Sprung  
19 representative Pat Mills on April 25th, 2012.

20 On June 12th, and then again on June  
21 14th, 2012, Deputy Mayor Rick Lloyd makes a request of  
22 staff that they look into pricing for fabric buildings  
23 and specifically mentions Sprung.

24 On June 19th, 2012, Tom Lloyd, of  
25 Sprung, met with Town staff members, Dave MacNeil and

1 Dennis Seymour.

2                   Shortly after that, Mr. McNalty  
3 provided Sprung with background information for the  
4 two (2) sites, being the site for the pool and the  
5 arena.

6                   And on July 11th, there was a meeting  
7 between Sprung representatives, Pat Mills and Tom  
8 Lloyd, Town staff member, Dave McNalty, and the Mayor  
9 the deputy mayor of the Town.

10                  Do you recall when you first heard  
11 about the possibility of recreation construction  
12 projects in the Town of Collingwood?

13                  MR. DAVID BARROW:   Well, if you go way  
14 back, I was actually in 2010 made aware that they were  
15 looking to -- I think -- I'm trying to recall this, if  
16 it was either the arena, the outdoor arena, or the  
17 pool.

18                  There was talk about that in 2010, and  
19 then again in 2012. I think it was late June, early  
20 July, I think we met with Dennis Seymour, and it was  
21 to cover the outdoor arena. I'm not 100 percent sure  
22 on the dates.

23                  MS. KATE MCGRANN:   Okay. In 2010, you  
24 said there was talk about some projects here.

25                  MR. DAVID BARROW:   Yeah.



1 MS. KATE MCGRANN: Who -- who was the  
2 talk with?

3 MR. DAVID BARROW: It was someone from  
4 the swimming club that was here.

5 MS. KATE MCGRANN: Okay. The  
6 Collingwood Clippers?

7 MR. DAVID BARROW: Clippers, yeah,  
8 that -- that was them.

9 MS. KATE MCGRANN: Do you remember how  
10 far those talks progressed?

11 MR. DAVID BARROW: They didn't go far  
12 because they didn't have money. So, they were  
13 basically checking at what the price would be roughly.  
14 And then it didn't go anywhere from there.

15 MS. KATE MCGRANN: Okay. Did BLT  
16 provide them with any estimated budgets or information  
17 about pricing at that time?

18 MR. DAVID BARROW: I -- I think I gave  
19 them a rough verbal budget of what I thought it would  
20 be.

21 MS. KATE MCGRANN: Did you attend any  
22 meetings with anyone from the Collingwood Clippers, or  
23 how did your conversations with them take place?

24 MR. DAVID BARROW: I can't remember  
25 the girl's name, but there was a girl that was -- that

1 we attended a meeting with, and that's who we met  
2 with.

3 MS. KATE MCGRANN: Do the names either  
4 Lisa Rennie or Linda Simpson?

5 MR. DAVID BARROW: Lisa, that's it.  
6 No, Lisa Rennie, yeah. That's what I --

7 MS. KATE MCGRANN: You attended a  
8 meeting with Lisa Rennie?

9 MR. DAVID BARROW: Yeah. That's what  
10 I think her name was, yes.

11 MS. KATE MCGRANN: You provided her  
12 with some budgetary information. Did you give her any  
13 other information at that time?

14 MR. DAVID BARROW: No.

15 MS. KATE MCGRANN: Did you stay in  
16 touch with Ms. Rennie or -- or continue to stay in  
17 contact with her after the meeting in 2010?

18 MR. DAVID BARROW: No. I thought it  
19 was a dead deal.

20 MS. KATE MCGRANN: Do you remember how  
21 you ended up speaking with Ms. Rennie? Did she reach  
22 out to you? Did somebody introduce you?

23 MR. DAVID BARROW: No. It was all  
24 through Sprung.

25 MS. KATE MCGRANN: And then you said

1 that in late June or early July you spoke with Dennis  
2 Seymour about covering the outdoor arena?

3 MR. DAVID BARROW: Correct.

4 MS. KATE MCGRANN: Do you remember how  
5 you ended up speaking with Mr. Seymour?

6 MR. DAVID BARROW: Again, through  
7 Sprung. And I believe I met up with him with Dave  
8 MacNeil up here and we had a look at the outdoor  
9 arena.

10 MR. FREDERICK CHENOWETH: And I'm  
11 sorry to interject, Your Honour. I -- I again missed  
12 the date of the Seymour BLT meeting.

13

14 CONTINUED BY MS. KATE MCGRANN:

15 MS. KATE MCGRANN: I understood you to  
16 say that that was in late June or early July 2012?

17 MR. DAVID BARROW: Correct.

18 MR. FREDERICK CHENOWETH: Thank you.

19

20 CONTINUED BY MS. KATE MCGRANN:

21 MS. KATE MCGRANN: And -- and how far  
22 did your discussions with Mr. Seymour and Mr. McNalty  
23 progress at that time?

24 MR. DAVID BARROW: I don't think Mr.  
25 McNalty was there at that time, it was just Mr.

1 Seymour, and it didn't go very far. Basically, he  
2 wanted to know what it would take to cover the -- the  
3 outdoor arena.

4 We said we could do it, but there was  
5 no numbers asked for and it didn't really escalate  
6 from there.

7 MS. KATE MCGRANN: Okay. After your  
8 discussions with Mr. Seymour that you just described  
9 to us, when was the next time that you heard about the  
10 possibility of recreation construction projects in  
11 Collingwood?

12 MR. DAVID BARROW: It would have been  
13 I'm going to say closer to the end of July, maybe  
14 middle of July. That was from Sprung again.

15 MS. KATE MCGRANN: And what can you  
16 tell us about that conversation?

17 MR. DAVID BARROW: That conversation  
18 was that they were looking to cover the pool and maybe  
19 the outdoor arena, or they were going to build a new  
20 arena.

21 MS. KATE MCGRANN: Do you remember who  
22 from Sprung you had that conversation with?

23 MR. DAVID BARROW: I believe it was  
24 Dave MacNeil and Tom Lloyd.

25 MS. KATE MCGRANN: Was anybody

1 involved in that conversation?

2 MR. DAVID BARROW: No.

3 MS. KATE MCGRANN: If we turn up  
4 paragraph 219 of the Foundation Document.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: This paragraph  
9 describes an email that Mr. MacNeil sends to  
10 Deputy Mayor Rick Lloyd with a copy to  
11 Mayor Sandra Cooper, Mr. McNalty and acting CAO,  
12 Ed Houghton in which he provides budgets for three (3)  
13 structures: A structure to cover the existing  
14 Centennial pool, a budget for a structure to cover an  
15 existing outdoor arena, and a budget for a standalone  
16 insulated Sprung performance arena.

17 Do you remember if you had any  
18 involvement in assisting to put together those  
19 budgets?

20 MR. DAVID BARROW: No.

21 MR. PAUL BONWICK: Your Honour, if I  
22 may?

23 THE HONOURABLE FRANK MARROCCO: Yes,  
24 Mr. Bonwick.

25 MR. PAUL BONWICK: I apologize for

1 interrupting. Council for the -- sorry, I'm having a  
2 great deal of problems reading the screens. My  
3 screens went dark about forty-five (45) minutes ago.

4 THE HONOURABLE FRANK MARROCCO: Oh.  
5 Well, we'll take --

6 MR. PAUL BONWICK: I'm trying so hard  
7 that --

8 THE HONOURABLE FRANK MARROCCO: I  
9 mean, I can't see your screens. So we will take a  
10 break and see if we can -- so we were going to take a  
11 morning break anyway. Maybe we can sort this screen  
12 out and that -- I didn't know that, Mr. Bonwick.

13 MR. PAUL BONWICK: I didn't want to  
14 interrupt, but when they keep coming up, I'm trying  
15 like heck. And I'm sure it's annoying to everybody  
16 when I'm sitting there craning my neck trying to read  
17 that screen.

18 THE HONOURABLE FRANK MARROCCO: Well,  
19 we would take a break now anyhow. So we will.

20 MR. PAUL BONWICK: Thank you.

21

22 --- Upon recessing at 11:17 a.m.

23 --- Upon resuming at 11:29 a.m.

24

25 CONTINUED BY MS. KATE MCGRANN:

1 MS. KATE MCGRANN: I understand that  
2 everyone's monitors are operational and showing what  
3 they should be showing. Okay? Good.

4 Before the break, we had been taking a  
5 look at a paragraph in the Foundation Document that  
6 describes three (3) budgets that were sent over from  
7 Dave MacNeil to representatives of the Town on  
8 July 16th. I'm going to ask that we look at the email  
9 itself if we open it up -- CJI7249 -- and if you  
10 scroll down. Keep going. Keep going. It's an email  
11 chain, but there we go.

12 So this is the email that Mr. MacNeil  
13 sends over on July 16th to Deputy Mayor Lloyd and  
14 others. And if you scroll down, he says:

15 "Hello, all. Using the link and  
16 password below, you would be able to  
17 access three turnkey budgets and  
18 supporting documentation put  
19 together by Sprung and our alliance  
20 partner."

21 You didn't write this email, but do you  
22 know what the "alliance partner" referred to in this  
23 email would be?

24 MR. DAVID BARROW: Well, I'm going to  
25 assume it's for me, but I didn't do any of them.

1 MS. KATE MCGRANN: Do you know how  
2 Sprung would be able to generate budgets reflective of  
3 the work that it would do with you without your  
4 assistance or input?

5 MR. DAVID BARROW: They may have taken  
6 numbers from previous projects and inputted them  
7 themselves.

8 MS. KATE MCGRANN: Is that something  
9 that Sprung had done on projects that you and they  
10 were proposing together before?

11 MR. DAVID BARROW: They're sales  
12 people. They're trying to make sales.

13 MS. KATE MCGRANN: Fair enough. Is  
14 that something that they had done before?

15 MR. DAVID BARROW: No. This is the  
16 first time I've seen a -- one they put together  
17 themselves.

18 MS. KATE MCGRANN: Okay. If we could  
19 turn to paragraph 276 of the Foundation Document 2.

20 THE HONOURABLE FRANK MARROCCO: Is  
21 there any reason why they wouldn't collaborate with  
22 you when they were doing this?

23 MR. DAVID BARROW: Probably 'cause I  
24 wouldn't agree with them --

25 THE HONOURABLE FRANK MARROCCO: On the



1 price?

2 MR. DAVID BARROW: -- on the amounts.

3 Yeah.

4 THE HONOURABLE FRANK MARROCCO: Your  
5 number would be higher?

6 MR. DAVID BARROW: It would -- it  
7 would be, yes.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: So this paragraph  
11 describes an email that Tom Lloyd of Sprung sends to  
12 you with a copy to Dave MacNeil of Sprung and  
13 Abby Stec of Green Leaf. It's a July 23rd, 2012  
14 email. In it, Mr. Lloyd writes:

15 "Hi, Dave. We are working with  
16 Abby Stec and her partner,  
17 Paul Bonwick, on the Collingwood  
18 projects. They would like to meet  
19 at your office on Thursday,  
20 July 26th at 2:00 p.m. Please  
21 confirm that that works with you  
22 and/or Mark. Prior to Thursday,  
23 they would like to have a conference  
24 call. Can you please let me know if  
25 you're available tomorrow. Thanks,

1 Dave."

2 Do you remember receiving this email?

3 MR. DAVID BARROW: Yes.

4 MS. KATE MCGRANN: Do you know if you  
5 had heard anything about Abby Stec or Paul Bonwick  
6 before you received this email?

7 MR. DAVID BARROW: No, I didn't.

8 MS. KATE MCGRANN: At this point in  
9 time, were you already aware of -- your evidence is  
10 you were already of the Collingwood projects and the  
11 possibility of construction work for BLT there?

12 MR. DAVID BARROW: Correct.

13 MS. KATE MCGRANN: Okay. At this  
14 point in time, can you tell me what you understood the  
15 status of the discussions between Sprung and the Town  
16 was?

17 MR. DAVID BARROW: At this point in  
18 time?

19 MS. KATE MCGRANN: Yes.

20 MR. DAVID BARROW: As far as I knew,  
21 they just -- they were looking at getting some sort of  
22 ballpark figure of what they wanted to do which is  
23 either the arena -- cover the area -- the existing  
24 arena or the pool -- cover the pool.

25 MS. KATE MCGRANN: Other than the

1 discussion with Mr. MacNeil that you described to us  
2 before the break, had you had any other discussions  
3 with Sprung about the potential construction projects  
4 in Collingwood at this point in time?

5 MR. DAVID BARROW: Before July 26th?

6 MS. KATE MCGRANN: Before July 23rd.

7 MR. DAVID BARROW: Oh, yeah. Okay.  
8 I -- like I said before, I think it was just before  
9 this. I don't know the exact date though.

10 MS. KATE MCGRANN: Okay. To your  
11 knowledge, did -- oh, sorry. Go ahead.

12 MR. DAVID BARROW: Oh, I -- I must  
13 have hit the microphone maybe turning too quick.

14 MS. KATE MCGRANN: To your knowledge,  
15 did anyone at BLT have any ties to Collingwood outside  
16 of conversations about this project? Family living in  
17 the area, things like that.

18 MR. DAVID BARROW: I knew Tom and --  
19 had a few family members to the area. I think his mom  
20 lived here or something.

21 MS. KATE MCGRANN: That's Tom Lloyd  
22 from Sprung?

23 MR. DAVID BARROW: Correct, yeah.

24 MS. KATE MCGRANN: Anybody else that  
25 you knew of from Sprung or BLT that had ties to the

1 Collingwood area?

2 MR. DAVID BARROW: No.

3 MS. KATE MCGRANN: Okay. Anybody from  
4 BLT or Sprung who had any connections to members of  
5 Town staff or members of the Municipal Council as it  
6 was in 2012?

7 MR. DAVID BARROW: No.

8 MS. KATE MCGRANN: Did Sprung or  
9 anybody else give you any information about Abby Stec  
10 or Paul Bonwick or Green Leaf?

11 Let me -- actually, let me do it this  
12 way. In this email, Mr. Lloyd expresses to you that  
13 Abby Stec and Paul Bonwick want to have a meeting with  
14 you at your office on July 26th. Do you recall that  
15 meeting taking place?

16 MR. DAVID BARROW: Yes.

17 MS. KATE MCGRANN: Did you receive any  
18 information about Abby Stec, Paul Bonwick, or  
19 Green Leaf before you met with them in your office on  
20 July 26th?

21 MR. DAVID BARROW: No.

22 MS. KATE MCGRANN: Okay.

23 MR. DAVID BARROW: Not that I can  
24 remember.

25 MS. KATE MCGRANN: Tom Lloyd gave

1 evidence that Deputy Mayor Rick Lloyd suggested to him  
2 that Mr. Bonwick would be useful for Sprung to have on  
3 its team with respect to pursuing the work in  
4 Collingwood. Did you ever hear anything about a  
5 conversation like that?

6 MR. DAVID BARROW: No.

7 MS. KATE MCGRANN: At any point before  
8 the Town signed the contracts on -- at the end of  
9 August, did anyone suggest to you or anyone at BLT  
10 that it would be good to have Mr. Bonwick on your  
11 team?

12 MR. DAVID BARROW: No. Besides  
13 Tom Lloyd.

14 MS. KATE MCGRANN: When Mr. Lloyd  
15 suggested to you that it would be good to have  
16 Mr. Bonwick on your team, did he explain to you why?

17 MR. DAVID BARROW: Yeah. He just --  
18 he'd been in politics. He'd been in -- on a council.  
19 And that he could get us inside of doors we just  
20 couldn't get inside of.

21 MS. KATE MCGRANN: Do you remember  
22 when that conversation took place?

23 MR. DAVID BARROW: Not off the top of  
24 my head. It wasn't before this though.

25 MS. KATE MCGRANN: It wasn't before

1 this. Okay.

2 MR. DAVID BARROW: No.

3 MS. KATE MCGRANN: By this point in  
4 time, Sprung representatives have met with Town staff,  
5 the CAO, the mayor, and the deputy mayor. What doors  
6 were left to get through?

7 MR. DAVID BARROW: Who are you saying  
8 met with them? Myself or --

9 MS. KATE MCGRANN: Sprung.

10 MR. DAVID BARROW: Sprung. I don't  
11 know. I didn't know exactly where Sprung had met and  
12 who'd they met.

13 MS. KATE MCGRANN: In this email,  
14 Mr. Lloyd mentions that prior to the meeting on  
15 Thursday, July 26th, Ms. Stec and Mr. Bonwick would  
16 like to have a conference call.

17 Do you remember if you had a conference  
18 call with them before you met with them?

19 MR. DAVID BARROW: I don't believe so.

20 MS. KATE MCGRANN: In terms of the  
21 meeting that takes place on July 26th, what did you  
22 understand the purpose of the meeting to be as you  
23 went in?

24 MR. DAVID BARROW: An introduction to  
25 someone that could be potentially good for a working

1 relationship.

2 MS. KATE MCGRANN: Sorry. What kind  
3 of a relationship?

4 MR. DAVID BARROW: A working  
5 relationship.

6 MS. KATE MCGRANN: Do you recall who  
7 attended the meeting?

8 MR. DAVID BARROW: I believe it was  
9 Abby, Paul Bonwick, Mark Watts, myself, Tom Lloyd,  
10 and, I believe, Dave McNalty -- not Dave McNalty --  
11 Dave MacNeil. Sorry. Close.

12 MS. KATE MCGRANN: That's... Ms. Stec  
13 has appeared and given evidence, and one (1) of the  
14 things that she said about this meeting was that she  
15 thought it was approximately an hour.

16 Does that sound about right to you?

17 MR. DAVID BARROW: Yeah.  
18 Approximately an hour.

19 MS. KATE MCGRANN: What was discussed  
20 at the meeting?

21 MR. DAVID BARROW: What was  
22 discussed -- it was -- there was a lot of discussion  
23 on an existing project that they had in the town of  
24 Collingwood and how it never progressed to anything.  
25 And I believe that was going on for 15/20 years, and

1 they called it a MURF.

2 And then we also discussed Paul and his  
3 background. He gave us an explanation on his  
4 background and what he had done within the  
5 municipality.

6 And then there was discussions around  
7 the Sprung product and BLT.

8 MS. KATE MCGRANN: Okay. With respect  
9 to the discussion about Mr. Bonwick and his  
10 background, what did you learn that he had done in the  
11 municipality?

12 MR. DAVID BARROW: He had been on  
13 Council himself. And he had run for MP twice and won  
14 both times. That was...

15 MS. KATE MCGRANN: Anything else?

16 MR. DAVID BARROW: No.

17 MS. KATE MCGRANN: Okay. With respect  
18 to the information that was discussed about Sprung and  
19 BLT, what was discussed about those two (2) companies?

20 MR. DAVID BARROW: Basically what  
21 we've discussed already for our background, how long  
22 we'd been working together, the Sprung structure  
23 itself.

24 MS. KATE MCGRANN: Do you remember any  
25 discussions about the possibility of a sole source



1 procurement for the recreation projects in the Town of  
2 Collingwood at this meeting?

3 MR. DAVID BARROW: We have discussed a  
4 sole source, but it -- I don't remember if it was at  
5 that particular meeting.

6 MS. KATE MCGRANN: Okay. When  
7 Ms. Stec was here giving evidence, one (1) of the  
8 things that she gave evidence about or what she said  
9 was that at this meeting, Mr. Bonwick outlined that he  
10 would like to do a pilot project, that it would  
11 involve sole sourcing for the two (2) Collingwood  
12 projects. Does that ring a bell to you at all?

13 MR. DAVID BARROW: He could have. It  
14 might have been called turnkey. I don't know if it  
15 was respected as sole-source.

16 MS. KATE MCGRANN: Did you have any  
17 discussions at this meeting about what Green Leaf  
18 could do for BLT in the context of pursuing the two  
19 (2) Collingwood construction projects?

20 MR. DAVID BARROW: Yes.

21 MS. KATE MCGRANN: Okay.

22 MR. DAVID BARROW: And that was that  
23 they would lobby for BLT/Sprung to go ahead with their  
24 product and building to build both facilities.

25 MS. KATE MCGRANN: Did they discuss

1 what that lobbying would involve?

2 MR. DAVID BARROW: Discussions with  
3 the -- I guess, the Town people, whoever that was.  
4 They didn't give me names, but again, that's one (1)  
5 of those doors that you never get in unless you know  
6 somebody.

7 MS. KATE MCGRANN: You said  
8 discussions with Town people, and they didn't give you  
9 any names. Did they give you any reason to believe  
10 that they would be able to speak to people that you  
11 couldn't get to on your own?

12 MR. DAVID BARROW: Yes. They knew  
13 people in town. I mean, they'd been here -- I think  
14 Paul has been here most of his life, if not all his  
15 life, and Abby was a resident. I don't think she was  
16 actually in Collingwood, but she was around  
17 Collingwood, so it was a pretty close-knit community.  
18 We found that out when we were actually working on the  
19 project, how many people knew how many people. But  
20 yeah, that was how we got presented it.

21 MS. KATE MCGRANN: I just want to  
22 understand a little bit more about what you understood  
23 the end of that meeting --

24 MR. DAVID BARROW: Yeah.

25 MS. KATE MCGRANN: -- in terms of what

1 BLT could do for you. You said that they knew people.  
2 Did they give you any information about who they knew?

3 MR. DAVID BARROW: Did you mean what  
4 Green Leaf could do for us?

5 MS. KATE MCGRANN: Yes. Thank you.

6 MR. DAVID BARROW: Sorry.

7 MS. KATE MCGRANN: No, that's my  
8 fault. Please.

9 MR. DAVID BARROW: Yeah. So, I had --  
10 my understanding was that they would, again, lobby for  
11 us to get the contract to do the arena and cover the  
12 pool.

13 MS. KATE MCGRANN: But did they give  
14 you any information about the connections that they  
15 had and the people they knew in Town?

16 MR. DAVID BARROW: No.

17 MS. KATE MCGRANN: Did they give you  
18 any specific information about why they would be able  
19 to provide that kind of service to you, do something  
20 for you that you couldn't do for yourself?

21 MR. DAVID BARROW: Again, back to they  
22 were a long-time resident and they'd been in Council,  
23 and they'd been an MP. He knew people. That's  
24 basically what it -- it went to. There was nobody  
25 named. It was just he knew people.

1 MS. KATE MCGRANN: Do you remember any  
2 discussion about whether there would be an RFP in  
3 respect of either of the two (2) construction  
4 contracts at this meeting?

5 MR. DAVID BARROW: I -- no.

6 MS. KATE MCGRANN: Do you remember  
7 more generally any discussions with Green Leaf  
8 representatives about whether there would be an RFP in  
9 respect of either the arena or the pool construction  
10 projects?

11 MR. DAVID BARROW: No.

12 MS. KATE MCGRANN: At any point in  
13 time up until the August 27th Council meeting?

14 MR. DAVID BARROW: No. I was  
15 suspecting it would just be as a Sprung; that was all  
16 I was looking at.

17 MS. KATE MCGRANN: Why did you expect  
18 that it was just going to -- and when you say -- let  
19 me start again.

20 When you say that you expected that it  
21 was just going to be you and the Sprung, do you mean  
22 that you expected that it was just going to be you and  
23 Sprung at the table with the Town in the way that you  
24 described this earlier?

25 MR. DAVID BARROW: No, I knew there'd

1 be more people at the Town. I knew there'd be more  
2 facilities that they were looking at, but when I say  
3 me and Sprung, I mean just I was only concerned with  
4 myself and Sprung.

5 MS. KATE MCGRANN: At any point  
6 leading up to Council's decision to construct Sprung  
7 buildings for the pool and the arena, did you think  
8 you were in competition with other companies for the  
9 Town's business?

10 MR. DAVID BARROW: With the MURF  
11 building, yes.

12 MS. KATE MCGRANN: Other than with the  
13 MURF building, did you understand that you were in  
14 competition with anybody else?

15 MR. DAVID BARROW: No.

16 MS. KATE MCGRANN: How did you  
17 understand that competition was unfolding, like who  
18 was going to -- how did it work?

19 MR. DAVID BARROW: I don't know if I  
20 knew an understanding of how it was unfolding other  
21 than we were needed to give a price so that it would  
22 be comparable to whatever the MURF building price was.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: Was there any  
2 discussion about how Green Leaf would be compensated  
3 by BLT for its work at this meeting on July 26th?

4 MR. DAVID BARROW: Yes.

5 MS. KATE MCGRANN: What was discussed  
6 about that?

7 MR. DAVID BARROW: That they would be  
8 compen -- that they would have a fee, but the fee was  
9 not disclosed at that time. It would probably be a  
10 percentage fee.

11 MS. KATE MCGRANN: When you say, "It  
12 would probably be a percentage fee," is that  
13 information that Green Leaf gave to you at the  
14 meeting?

15 MR. DAVID BARROW: Correct.

16 MS. KATE MCGRANN: Okay. No  
17 discussion about what that percentage might be?

18 MR. DAVID BARROW: No, 'cause we  
19 hadn't done an agreement yet.

20 MS. KATE MCGRANN: Prior to this, had  
21 BLT worked with a lobbyist before in pursuit of  
22 construction contracts?

23 MR. DAVID BARROW: No.

24 MS. KATE MCGRANN: At this meeting, do  
25 you remember if Mr. Bonwick advised you that he was

1 the Town of Collingwood Mayor's brother?

2 MR. DAVID BARROW: No.

3 MS. KATE MCGRANN: Do you remember if  
4 you became aware of that fact before the Town signed  
5 the contracts with BLT at the end of August?

6 MR. DAVID BARROW: I became aware of  
7 that fact under another discussion with the Lloyds --  
8 because there seemed to be a lot of Lloyds -- and I  
9 was made aware that they were a relation (sic). Once  
10 that came out and then was told the Lloyds were a  
11 non-relation, and I do not recall who that person was  
12 or whether it was before or after. I'm pretty sure it  
13 was after.

14 MS. KATE MCGRANN: You said that there  
15 were a lot of Lloyds. Do you remember which Lloyds  
16 you were talking to?

17 MR. DAVID BARROW: Not that I was  
18 talking to. Just a lot of Lloyds names, like I guess  
19 the Deputy Mayor, and there was a Kevin Lloyd and Tom  
20 Lloyd.

21 MS. KATE MCGRANN: I think I must have  
22 misread you because I thought you said that you  
23 learned that Mr. Bonwick was siblings with the Mayor  
24 in a discussion with the Lloyds.

25 MR. DAVID BARROW: No. I don't

1 remember who I had that discussion with.

2 MS. KATE MCGRANN: Before the Town  
3 signed the construction contracts with BLT, did you  
4 have any discussions with Deputy Mayor Rick Lloyd?

5 MR. DAVID BARROW: If there was, it  
6 was minimal. It might have been connections on  
7 emails, maybe.

8 MS. KATE MCGRANN: Did you ever speak  
9 with him in person?

10 MR. DAVID BARROW: I don't recall.

11 MS. KATE MCGRANN: Did you ever speak  
12 with him over the phone?

13 MR. DAVID BARROW: I'm... I don't  
14 recall.

15 MS. KATE MCGRANN: When you learned  
16 that Mr. Bonwick was the Mayor's brother, did that  
17 cause you any concern about a potential conflict of  
18 interest arising from Green Leaf's work with BLT?

19 MR. DAVID BARROW: Didn't cause me any  
20 concern, but it was definitely surprising.

21 MS. KATE MCGRANN: Why was it  
22 surprising?

23 MR. DAVID BARROW: Well, to be related  
24 and not know, that was surprising to me.

25 MS. KATE MCGRANN: You mean for --



1 MR. DAVID BARROW: Yeah, but it's --  
2 it is not -- I don't go to job sites and say, Are you  
3 related to you? Are you related to you? I -- that  
4 just isn't something we do.

5 MS. KATE MCGRANN: When you said "to  
6 be related and not know," did you mean it was  
7 surprising to you that Mr. Bonwick was related to the  
8 Mayor and he hadn't made BLT aware of that?

9 MR. DAVID BARROW: Yes, I guess, yes.  
10 It was just surprise knowledge. But again, I wasn't  
11 concerned with it.

12 MS. KATE MCGRANN: Up until the point  
13 that the Town signed the contract with BLT at the end  
14 of August of 2012, who from the Town, to your  
15 knowledge, knew that Green Leaf was working for BLT?

16 MR. DAVID BARROW: I don't know. I --  
17 I wouldn't be able to tell you that.

18 MS. KATE MCGRANN: Were you involved  
19 in any discussions with anyone from the Town and Green  
20 Leaf in which you're all involved in the same  
21 discussion?

22 MR. DAVID BARROW: I believe there was  
23 -- one ic -- when we say the Town, I don't know how  
24 extension that is, but -- but there is certain people  
25 like Ed Houghton. He would have been on some emails

1 where we're all talking together. Maybe Deputy Lloyd  
2 might have been cc'd, so -- but other than that, no.

3 MS. KATE MCGRANN: My question wasn't  
4 clear, so let me --

5 MR. DAVID BARROW: Okay.

6 MS. KATE MCGRANN: -- clarify it a  
7 little bit. In terms of Town staff, I'd like to know  
8 if, to your knowledge, anyone on Town staff knew that  
9 Green Leaf was working for BLT, starting with Ed  
10 Houghton. You mentioned him.

11 To your knowledge, did Mr. Houghton  
12 know that Green Leaf was working for BLT?

13 MR. DAVID BARROW: Again, I can only  
14 assume, because we were going through Green Leaf for  
15 everything.

16 MS. KATE MCGRANN: Okay. And we've  
17 seen email correspondence in which Green Leaf is  
18 reporting back to you on conversations that Mr.  
19 Houghton had with Mr. Bonwick, for example.

20 Is that the kind of thing that would  
21 lead you to believe --

22 MR. DAVID BARROW: Cor -- correct.

23 MS. KATE MCGRANN: -- that Mr.  
24 Houghton -- okay. Anybody else on Town staff that you  
25 understood believed or knew that BLT and Green Leaf

1 were working together?

2 MR. DAVID BARROW: Anybody that would  
3 be connected to those emails, I would believe.

4 MS. KATE MCGRANN: Turning to the  
5 members of Municipal Council, you had mentioned Deputy  
6 Mayor Rick Lloyd. Why did you think that he knew that  
7 Green Leaf was working for BLT?

8 MR. DAVID BARROW: Well, I don't know  
9 if he knew. I just assumed. He's on an email trail  
10 with all of us that we're all talking about the same  
11 thing, that he would know.

12 MS. KATE MCGRANN: Any other members  
13 of Municipal Council that you thought may have known  
14 BLT and Green Leaf were working together?

15 MR. DAVID BARROW: Not off the top of  
16 my head right now, no.

17 THE HONOURABLE FRANK MARROCCO: Just -  
18 - just before we leave that, so at this meeting on  
19 July 26th, was any agreement reached there?

20 MR. DAVID BARROW: I'm going to say it  
21 was a handshake agreement.

22 THE HONOURABLE FRANK MARROCCO: And in  
23 -- as far as you were concerned, what was the nature  
24 of that handshake agreement?

25 MR. DAVID BARROW: That -- that Green

1 Leaf was going to start lobbying to get us the  
2 contract for the arena and the pool.

3 THE HONOURABLE FRANK MARROCCO: And  
4 they would be paid --

5 MR. DAVID BARROW: Well, we hadn't  
6 sorted that part of the contract out yet.

7 THE HONOURABLE FRANK MARROCCO: But  
8 obviously, they were going to be paid?

9 MR. DAVID BARROW: You -- correct.

10 THE HONOURABLE FRANK MARROCCO: And  
11 you were going to pay them?

12 MR. DAVID BARROW: Correct.

13 THE HONOURABLE FRANK MARROCCO: All  
14 right. Okay. In terms of your conversation about  
15 what gri -- what Mr. Bonwick could -- could do for you  
16 in terms of this deal, or do in terms of facilitating  
17 this, did you discuss that with Mr. Tom Lloyd?

18 MR. DAVID BARROW: I believe we did at  
19 a -- at a later date.

20 THE HONOURABLE FRANK MARROCCO: Did --  
21 did Mr. Lloyd explain that he was having some  
22 difficulty because the representative for the -- a --  
23 a repres -- the -- the Sprung representative had  
24 registered that -- the transaction with Sprung --

25 MR. DAVID BARROW: I --

1 THE HONOURABLE FRANK MARROCCO: -- and  
2 wouldn't share the -- I guess the commission?

3 MR. DAVID BARROW: No, I didn't even  
4 know anything about Pat Mills until actually the --  
5 two (2) years later, or a year and a half later.

6 THE HONOURABLE FRANK MARROCCO: All  
7 right.

8 MR. DAVID BARROW: I didn't even know  
9 he was involved.

10 THE HONOURABLE FRANK MARROCCO: Did  
11 you know when you were going to the meeting on July  
12 26th that there was a possibility that you might come  
13 to an agreement with Mr. Bonwick and -- and Ms. Stec?

14 MR. DAVID BARROW: No, not when the  
15 initial meeting took place other than we were going to  
16 be introduced.

17 THE HONOURABLE FRANK MARROCCO: But --  
18 but at -- was the agreement reached at the meeting or  
19 after the meeting?

20 MR. DAVID BARROW: At the meeting. I  
21 -- the -- a handshake. It wasn't exactly a contract,  
22 but it was a handshake.

23 THE HONOURABLE FRANK MARROCCO: That -  
24 - amongst some people, that's good enough, you know.

25 MR. DAVID BARROW: Yeah.

1

2 CONTINUED BY MS. KATE MCGRANN:

3

MS. KATE MCGRANN: I'm going to turn  
4 now from the meeting you had with Sprung and Green  
5 Leaf on July 23rd to the meeting you had in the Town  
6 of Collingwood on July 27, which we understand was the  
7 second day of the Elvis festival that year.

8

MR. DAVID BARROW: Correct.

9

MS. KATE MCGRANN: What can you tell  
10 us about meetings you attended in the Town of  
11 Collingwood on that day?

12

MR. DAVID BARROW: I originally met  
13 with Abby Stec in the morning, and it was myself,  
14 Mark, Tom, I believe Dave MacNeil, or maybe Tom and --  
15 I -- you know, I don't want to say they met -- but  
16 yeah, they actually did. They did. I can remember  
17 them there.

18

We went over to -- I think it was 43  
19 Stewart. Abba -- Abby took us over, and then she had  
20 to leave. I believe she was doing something with the  
21 Elvis festival, as -- as well as Paul was, and we went  
22 to that meeting with Sprung and BLT with the people we  
23 met from the Town.

24

MS. KATE MCGRANN: A couple of  
25 questions first about the meeting you had with people

1 with Sprung and Ms. Stec in the morning. What was the  
2 purpose of that meeting?

3 MR. DAVID BARROW: It was basically --  
4 she gave us directions.

5 MS. KATE MCGRANN: Do you remember  
6 where you met?

7 MR. DAVID BARROW: I think we met  
8 behind her office in the parking lot, and then we  
9 drove over.

10 MS. KATE MCGRANN: Any reason that she  
11 couldn't have given you directions in advance.

12 MR. DAVID BARROW: I don't know, maybe  
13 she just wanted to meet us and show us.

14 MS. KATE MCGRANN: Other than  
15 directions, did you discuss anything else with that  
16 group --

17 MR. DAVID BARROW: Actually, sorry, I  
18 don't -- we didn't meet downtown. We met somewhere  
19 else because of the Elvis festival, and that was I  
20 think the reason why she met us, was to show us how to  
21 get there and not get through the mess, because I  
22 think there was six thousand (6,000) Elvises or  
23 something in town.

24 MS. KATE MCGRANN: Okay. She was  
25 going to help you navigate the --

1 THE HONOURABLE FRANK MARROCCO: Can we  
2 move -- can we move -- can we move this along here?

3

4 CONTINUED BY MS. KATE MCGRANN:

5 MS. KATE MCGRANN: Other than helping  
6 you get through the six thousand (6,000) Elvises --

7 MR. DAVID BARROW: Yeah.

8 MS. KATE MCGRANN: Did you talk about  
9 anything else at the meeting with Ms. Stec?

10 MR. DAVID BARROW: No.

11 MS. KATE MCGRANN: Okay. You say that  
12 Ms. Stec you to -- took you to 43 Stewart Road, and  
13 then she had to leave. Did she come inside and  
14 participate in any of the meeting that you had with  
15 the Town representatives?

16 MR. DAVID BARROW: No, she said she  
17 had to go.

18 MS. KATE MCGRANN: Had you had any  
19 conversations with either Green Leaf or Sprung to  
20 prepare for the meeting that you were having with the  
21 Town representatives that day?

22 MR. DAVID BARROW: No.

23 MS. KATE MCGRANN: What was the  
24 purpose of that meeting?

25 MR. DAVID BARROW: Basically, it -- it



1 was to look at the -- what I took from the meeting was  
2 to look at all the civil to see if you could -- where  
3 they wanted to put the new arena and the new -- and  
4 re-cover the pool if there was enough civil to cover  
5 what they required, civil being sewer, water, gas and  
6 electrical.

7 MS. KATE MCGRANN: Did you discuss  
8 anything else about the potential projects at that  
9 meeting?

10 MR. DAVID BARROW: Not the projects  
11 themselves. We did get into a bit about the Sprung,  
12 and again, the encapsulated insulation. And I believe  
13 that meeting was probably -- it wasn't long. It was  
14 forty-five (45) minutes to an hour. There was  
15 somebody there taking meeting minutes.

16 MS. KATE MCGRANN: Do you remember who  
17 that was?

18 MR. DAVID BARROW: It was a lady.

19 MS. KATE MCGRANN: Can you describe  
20 what she looked like?

21 MR. DAVID BARROW: No.

22 MS. KATE MCGRANN: Okay. Did you have  
23 any discussions about a -- a turnkey approach to  
24 building a pool and arena at that meeting?

25 MR. DAVID BARROW: There was a

1 discussion on that, that we could provide numbers,  
2 yes.

3 MS. KATE MCGRANN: Okay. When Mr. Tom  
4 Lloyd gave evidence here, one (1) of the things that  
5 he talked about was that up until this meeting, BLT  
6 wanted to do the whole design/build turnkey project,  
7 but would have been happy to simply project manage the  
8 construction.

9 Do you -- did you have any  
10 conversations with anyone from Sprung or otherwise  
11 about that concept?

12 MR. DAVID BARROW: Yes.

13 MS. KATE MCGRANN: What can you tell  
14 us about that?

15 MR. DAVID BARROW: They brought up  
16 whether we would want to take it as a GC or PM, and we  
17 said we would do it either way.

18 MS. KATE MCGRANN: Who --

19 THE HONOURABLE FRANK MARROCCO: Sorry,  
20 sorry. TC or PM?

21 MR. DAVID BARROW: GC, general  
22 contract, or -- or PM, project management.

23 THE HONOURABLE FRANK MARROCCO: All  
24 right.

25

1 CONTINUED BY MS. KATE MCGRANN:

2 MS. KATE MCGRANN: You said they  
3 brought that up. Who brought that up?

4 MR. DAVID BARROW: I don't remember  
5 specifically who, but one (1) of the Town people.

6 MS. KATE MCGRANN: You remember that  
7 being brought up in the July 27th meeting?

8 MR. DAVID BARROW: Correct.

9 MS. KATE MCGRANN: Did you have any  
10 discussions about the cost implications of -- of one  
11 or the other of those two (2) options?

12 MR. DAVID BARROW: No.

13 MS. KATE MCGRANN: Did you have any  
14 discussions about any other implications of one or the  
15 other of those two (2) options?

16 MR. DAVID BARROW: The project  
17 management was a -- a process where we would not get  
18 full numbers until we did the actual costing upon bid  
19 and award, and the GC was -- have a guaranteed number.

20 MS. KATE MCGRANN: Anything else?

21 MR. DAVID BARROW: No.

22 MS. KATE MCGRANN: Do you recall if a  
23 decision was made about which of those two (2) roles  
24 the Town was interested in having you take on at that  
25 meeting?

1 MR. DAVID BARROW: Not at that point.  
2 It was awar -- it was worded, though, that the GC was  
3 the better.

4 MS. KATE MCGRANN: The better option  
5 for the Town to take?

6 MR. DAVID BARROW: Yeah.

7 MS. KATE MCGRANN: Who --

8 MR. DAVID BARROW: I think that was  
9 Ed.

10 MS. KATE MCGRANN: Okay. And what do  
11 you remember him saying about that?

12 MR. DAVID BARROW: That he thought  
13 that -- the GC with no guarantee cost.

14 MS. KATE MCGRANN: Mr. Lloyd gave  
15 evidence that he understood that the Town had put  
16 together a -- a Task Committee that was working on the  
17 possible recreation projects.

18 Did you understand that there was a  
19 Task Committee from the Town working on these issues?

20 MR. DAVID BARROW: Well, I -- I don't  
21 know about the Task Committee, but there was a group  
22 of people working for the Town, which I assume was all  
23 the people at that meeting.

24 MS. KATE MCGRANN: Okay. Did you have  
25 any interactions with those people again after this

1 meeting, before the Town signed the -- the contracts?

2 MR. DAVID BARROW: No, not that I'm  
3 aware of or remember.

4 MS. KATE MCGRANN: Do you remember any  
5 discussion about -- about Green Leaf working with you  
6 at that meeting?

7 MR. DAVID BARROW: No.

8 MS. KATE MCGRANN: Any reason why that  
9 wouldn't come up?

10 MR. DAVID BARROW: No, it was not  
11 asked, so it was not relayed.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: Another thing that  
16 Mr. Lloyd told us about what took place at that  
17 meeting is that BLT told the Town that BLT needed more  
18 information in order to give the Town firm numbers  
19 about what the Town wanted incorporated in the  
20 buildings, what they wanted them to look like, things  
21 like that.

22 Do you recall a discussion along those  
23 lines taking place at this meeting?

24 MR. DAVID BARROW: There was a  
25 discussion, yes.

1 MS. KATE MCGRANN: What was discussed  
2 about that?

3 MR. DAVID BARROW: Just that we would  
4 need an outline of what they would require inside of  
5 the building, as in dressing rooms, change rooms,  
6 referee rooms, how many offices they wanted, did they  
7 want a second floor, or did they want a first floor  
8 elevator or second and stuff.

9 MS. KATE MCGRANN: Do you remember  
10 listing off all those potential options to help them  
11 and start thinking about what they wanted?

12 MR. DAVID BARROW: It may not have  
13 been extensive as that but it was something to that,  
14 yes.

15 MS. KATE MCGRANN: Do you remember how  
16 that discussion was left?

17 MR. DAVID BARROW: I think they were  
18 going to try and get back to us.

19 THE HONOURABLE FRANK MARROCCO: Just  
20 before you ask, the one (1) thing that I have some  
21 difficulty with, this is going to be a public arena.

22 MR. DAVID BARROW: M-hm.

23 THE HONOURABLE FRANK MARROCCO: If --  
24 it has a second floor, wouldn't it have to have an  
25 elevator, because some people might not be able to go

1 up -- climb up steps?

2 MR. DAVID BARROW: It -- it would have  
3 an elevator but at that --

4 THE HONOURABLE FRANK MARROCCO: It  
5 wouldn't be an option, would it?

6 MR. DAVID BARROW: Well, it all  
7 depends, I guess. If the outside was not accessible  
8 by a handicapped person, then they wouldn't require an  
9 elevator on the inside.

10 THE HONOURABLE FRANK MARROCCO: Sorry?

11 MR. DAVID BARROW: If the outside was  
12 not made to access -- to be accessible for a --  
13 wheelchair accessible for some reason, then it would  
14 not require an elevator on the inside.

15 THE HONOURABLE FRANK MARROCCO: You  
16 mean because a person couldn't get in?

17 MR. DAVID BARROW: Correct. I mean,  
18 it should be as a public --

19 THE HONOURABLE FRANK MARROCCO: Did  
20 that happen a lot, like, you could save the price of  
21 the elevator by --

22 MR. DAVID BARROW: No, no.

23 THE HONOURABLE FRANK MARROCCO: --  
24 people can't get in the building?

25 MR. DAVID BARROW: No. But that was

1 the way we were asked to -- to do it, was put the  
2 elevators as -- as an option.

3 THE HONOURABLE FRANK MARROCCO: In  
4 your experience --

5 MR. DAVID BARROW: There should --

6 THE HONOURABLE FRANK MARROCCO: -- the  
7 practical matter --

8 MR. DAVID BARROW: There should have  
9 been an elevator, yes.

10 THE HONOURABLE FRANK MARROCCO: Thank  
11 you. I'll now end that line of questioning.

12

13 CONTINUED BY MS. KATE MCGRANN:

14 MS. KATE MCGRANN: Another thing that  
15 Mr. Lloyd said about this meeting and what followed  
16 after is that it was decided at this meeting that the  
17 Town could avoid going to a third-party architect for  
18 design work, that the people at that meeting could  
19 figure out how to -- how to get things done without  
20 the assistance of a third-party architect.

21 Do you remember any discussions along  
22 those lines?

23 MR. DAVID BARROW: No.

24 MS. KATE MCGRANN: If we could turn to  
25 paragraph 286 of the Foundation Document.



1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: It describes there  
4 an email that Ms. Stec sent to you and Mr. Watts on  
5 July 30th, 2012. And if we could Scroll down, she's  
6 attached a standard non-disclosure agreement for the  
7 relationship between Green Leaf Distribution and BLT.  
8 She notes that:

9 "We'll send an agreement out to you  
10 by Wednesday of this week."

11 She's attached a non-disclosure  
12 agreement. Did you have any discussions with Green  
13 Leaf before you received this email about signing a --  
14 a non-disclosure agreement?

15 MR. DAVID BARROW: No.

16 MS. KATE MCGRANN: I'm just going to  
17 ask that we open this document up. It's at  
18 CJI7091\_0001.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: I'll give you the  
23 opportunity to -- to read this document, if you wish  
24 of course, but I'll just let you know what my question  
25 is in advance.

1                   If you look at the first line of this  
2 agreement, it says:

3                   "It is understood and agreed to that  
4 the Discloser [with a capital "D,"  
5 so it's a defined term] "and the  
6 Recipient [again, defined term]  
7 would like to exchange certain  
8 information that may be considered  
9 confidential."

10                  And it goes on to discuss protection of  
11 the Discloser's information. And if you scroll to the  
12 very bottom, you'll see that there is a place for the  
13 Recipient of confidential information to sign and  
14 there's a place of Discloser of confidential  
15 information to sign.

16                  What was your understanding about whose  
17 information this agreement was designed to protect?

18                  MR. DAVID BARROW: I actually didn't  
19 do the non-disclosure, so it was reviewed by my  
20 partner, Mark.

21                  MS. KATE MCGRANN: Did you have a  
22 general understanding of -- of what the non-disclosure  
23 agreement was supposed to do for BLT?

24                  MR. DAVID BARROW: As far as I knew,  
25 it was to stop us from talking to any other person

1 about any kind of Sprung building. It would protect  
2 Green Leaf for municipality. So everything would be  
3 through Green Leaf.

4 MS. KATE MCGRANN: Okay. Just to make  
5 sure that I understand what you're saying, the purpose  
6 of this agreement was to ensure that any conversations  
7 that you had with other municipalities about building  
8 Sprungs took place through Green Leaf?

9 MR. DAVID BARROW: Correct.

10 MS. KATE MCGRANN: Did Green Leaf have  
11 any --

12 MR. DAVID BARROW: Or -- or Green Leaf  
13 would -- they have the -- I don't know. Yeah, I guess  
14 the way you put it -- yeah, probably the best way.

15 MS. KATE MCGRANN: Okay. Did Green  
16 Leaf have any obligations to BLT under this agreement?

17 MR. DAVID BARROW: In turn, I would  
18 believe that they would be under the same, because  
19 they'd be signing the non-disclosure as well with us.  
20 That's my interpretation of it.

21 MS. KATE MCGRANN: And what was the  
22 basis for your understanding? How did you come to --  
23 to have that understanding about this agreement?

24 MR. DAVID BARROW: I guess just  
25 reading it afterwards.

1 MS. KATE MCGRANN: Do you recall if  
2 BLT signed this agreement?

3 MR. DAVID BARROW: I believe we did,  
4 yes.

5 MS. KATE MCGRANN: During the time  
6 that Green Leaf was working for BLT on the Collingwood  
7 projects, who from Green Leaf did BLT generally deal  
8 with? Who did you talk to?

9 MR. DAVID BARROW: I'm going to say 90  
10 percent of the time it was Abby.

11 MS. KATE MCGRANN: Okay. And the  
12 other 10 percent of the time?

13 MR. DAVID BARROW: Paul.

14 MS. KATE MCGRANN: During the time  
15 that Green Leaf was working for BLT on the Collingwood  
16 projects, did you come to understand what they were  
17 doing for you?

18 MR. DAVID BARROW: Yes.

19 MS. KATE MCGRANN: What -- what were  
20 they doing?

21 MR. DAVID BARROW: There were lobbying  
22 to get BLT the contract to build the arena and to  
23 cover the pool.

24 MS. KATE MCGRANN: Did you know what  
25 that actually involved?

1                   MR. DAVID BARROW:    Not on their  
2 behalf, no, other than they knew people.

3                   MS. KATE MCGRANN:    Did you ever ask  
4 them what they were doing?

5                   MR. DAVID BARROW:    We -- well, I guess  
6 we -- we kind of knew what they were doing. It was --  
7 it was -- they were going after us as being the  
8 contractor for the Sprung structure. I was -- I don't  
9 think there was a need to ask them what they were  
10 doing.

11                  MS. KATE MCGRANN:    There's an  
12 understanding that BLT is going to pay Green Leaf for  
13 the work that it's doing.

14                  MR. DAVID BARROW:    M-hm.

15                  MS. KATE MCGRANN:    Did you want to  
16 know if they were actually doing anything?

17                  MR. DAVID BARROW:    Yes, yes.

18                  MS. KATE MCGRANN:    Okay.

19                  MR. DAVID BARROW:    I -- I mean, they  
20 obviously did something. We won the contract.

21                  MS. KATE MCGRANN:    Okay. Other than -  
22 - other than the contract that you obtained with the  
23 Town, did you see any other evidence of the work they  
24 were doing along the way before that contract was  
25 signed?

1 MR. DAVID BARROW: Yes. Again the  
2 emails back and forth on what the structures needed  
3 and required. So, they were obviously talking to  
4 somebody in Council or somebody on the Town to figure  
5 out what we needed and what was required.

6 MS. KATE MCGRANN: Okay. We saw that  
7 you attended a meeting with Town representatives in  
8 which you talked about what the Town required.

9 Why did you think you needed Green Leaf  
10 to be involved in those discussions? Why couldn't you  
11 just deal with the Town?

12 MR. DAVID BARROW: The original one  
13 with the Town was just a basic -- we needed someone to  
14 actually facilitate and get the contract, which we did  
15 not think we could do.

16 MS. KATE MCGRANN: Why didn't you  
17 think you could continue to speak to the Town  
18 directly?

19 MR. DAVID BARROW: I don't think it  
20 wasn't the fact that we couldn't speak to the Town  
21 directly. I just don't know if we had the  
22 infrastructure in order to facilitate that, as in a  
23 team, which Paul made up that team.

24 MS. KATE MCGRANN: When you say "Paul  
25 made up that team," do you mean Paul assembled the

1 team to work for you or Paul was the team?

2 MR. DAVID BARROW: Paul and Abby were  
3 the team.

4 MS. KATE MCGRANN: If we could turn up  
5 paragraph 287 of the Foundation Document.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: This paragraph  
10 describes an August 1st, 2012, email that Ms. Stec  
11 sent to you and Mr. Watts and Mr. Bonwick, in which  
12 she wrote:

13 "Paul met with Ed Houghton today to  
14 continue discussions regarding the  
15 Collingwood project. Ed will be in  
16 touch with you in the next day or so  
17 to set up a follow-up meeting to  
18 continue the process."

19 First of all, with respect to the first  
20 sentence where she reports that Mr. Bonwick met with  
21 Mr. Houghton to continue discussions regarding the  
22 Collingwood project, is this the kind of thing that  
23 you thought that Green Leaf was doing for BLT?

24 MR. DAVID BARROW: Correct.

25 MS. KATE MCGRANN: Okay. Did you get

1 any information from anyone at Green Leaf about what  
2 Mr. Bonwick was discussing with Mr. Houghton?

3 MR. DAVID BARROW: Not that I can  
4 remember at this point or he probably did give me  
5 information but what it was, I can't remember.

6 MS. KATE MCGRANN: Do you remember if  
7 you did have the meeting with Mr. Houghton as  
8 described here in the second sentence where it says:

9 "Ed will be in touch with you in the  
10 next day or so to set up a follow-up  
11 meeting to continue the process."

12 MR. DAVID BARROW: I don't believe I  
13 did.

14 MS. KATE MCGRANN: Do you know what  
15 process Ms. Stec is referring to there?

16 MR. DAVID BARROW: No, I don't. She  
17 probably explained that to me later I'm sure.

18 MS. KATE MCGRANN: Do you recall ever  
19 being involved in a conversation with Mr. Bonwick and  
20 Mr. Houghton, you spoke to them both at the same time,  
21 all three (3) of you together?

22 MR. DAVID BARROW: I don't re -- think  
23 so.

24 MS. KATE MCGRANN: What did you know  
25 about the relationship between Mr. Bonwick and Mr.



1 Houghton in the period leading up to the signing of  
2 the contract?

3 MR. DAVID BARROW: I thought it was a  
4 professional relationship.

5 MS. KATE MCGRANN: What was the basis  
6 for that belief?

7 MR. DAVID BARROW: Well, they didn't -  
8 - nothing related to a friend. Like, I would have  
9 thought they were just business associates.

10 MS. KATE MCGRANN: Did you ever ask  
11 Mr. Bonwick about what his business relationship with  
12 Mr. Houghton was like?

13 MR. DAVID BARROW: No. But I wouldn't  
14 ask anybody under a normal contract that.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: I apologize if I've  
19 already asked you this, but the -- the meeting to  
20 continue the process, do you recall having meetings or  
21 conversations directly with Town staff after August  
22 1st, 2012, about design or otherwise?

23 MR. DAVID BARROW: What was the date  
24 that you had on that?

25 MS. KATE MCGRANN: August 1st, 2012.

1 MR. DAVID BARROW: I don't believe so.

2 MS. KATE MCGRANN: Okay. If we could  
3 turn to paragraph 288 of the Foundation Document.  
4 This paragraph describes an August 2nd email, so we're  
5 on the next day now, that Ms. Stec sent to Tom Lloyd  
6 and Dave MacNeil, of Sprung, Mr. Watts and yourself in  
7 which she attaches a scope of work document for the  
8 arena and the pool.

9 We've only got a paper copy of this  
10 email, so we don't have an electronic copy that shows  
11 what was attached to it. But we do have a document  
12 that's titled, "Scope of work pool arena," dated  
13 August 2nd, 2012, from Green Leaf.

14 I'm going to show you that document.  
15 That's CJI6583.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: So, there you can  
20 see the top of the memo. I'm going to ask that we  
21 scroll down so you can just take a look at what it  
22 looks like.

23 The paragraph's on background and what  
24 the new arena would -- would do. And then if you  
25 scroll down further, there's a list of design

1 components. I'm going to scroll through this with you  
2 at a pace like this. And if there's anything you want  
3 to read, we can go back and look at it.

4 If we keep going, there's a similar  
5 kind of information set out for the pool, background  
6 information and paragraphs. And then if you scroll  
7 down further, again, a list a design components.

8 Do you remember receiving this  
9 information from Green Leaf?

10 MR. DAVID BARROW: Yes, I do.

11 MS. KATE MCGRANN: Well, do you recall  
12 why you thought you were receiving this information  
13 from Green Leaf?

14 MR. DAVID BARROW: As an outline to  
15 put together a budget.

16 MS. KATE MCGRANN: Okay. Did you have  
17 any understanding as to how Green Leaf got this  
18 information?

19 MR. DAVID BARROW: Can I say I assume  
20 or -- I assume they got it from somebody from the  
21 Town.

22 MS. KATE MCGRANN: Okay. Did you have  
23 any knowledge of how they got it?

24 MR. DAVID BARROW: No.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: The Inquiry has  
4 received documents that indicate that at least some of  
5 this information was initially put together by the  
6 Town and it was discussed at a meeting with Sprung.

7 Do you have any knowledge about that  
8 kind of interaction?

9 MR. DAVID BARROW: This does look  
10 familiar to a -- similar to a list that was done on  
11 the -- I think it was Ju -- July 27th --

12 MS. KATE MCGRANN: M-hm.

13 MR. DAVID BARROW: -- where I think --  
14 I can't remember who gave it to me or who circulated  
15 it, but it looks similar to that.

16 MS. KATE MCGRANN: If we could turn to  
17 paragraph 295 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: It appears that  
22 representatives of Sprung attended a meeting with  
23 representatives from the Town on August 3rd, 2012.  
24 This paragraph describes an 11:25 a.m. email from  
25 someone from the Town who's sending Dave MacNeil notes

1 from today's meeting.

2 The email attached two (2) documents.

3 I'm going to show them to you. We'll start off with

4 TOC195145.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: So, this is what

9 the Town provides to Sprung on August 3rd. We've

10 compared the -- the paragraphs to the memo that you

11 got from Green Leaf. They appear to be substantially

12 similar.

13 And if you scroll down, there is the

14 list of design components. Happy to show you the --

15 the same -- the other attachment for the arena. It's

16 -- it's a similar situation.

17 Do you remember receiving information

18 like this from Sprung?

19 MR. DAVID BARROW: No.

20 MS. KATE MCGRANN: Did anyone from BLT

21 attend the August 3rd meeting that led to -- to these

22 documents?

23 MR. DAVID BARROW: Not that I'm aware

24 of.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Do you remember if  
4 Sprung reported back to BLT on this meeting?

5 MR. DAVID BARROW: Not that I'm aware  
6 of.

7 MS. KATE MCGRANN: At this point in  
8 time, what's Sprung's role in pursuing the contracts  
9 with the Town?

10 MR. DAVID BARROW: It's a building.

11 MS. KATE MCGRANN: Pardon me?

12 MR. DAVID BARROW: It's just a  
13 building.

14 MS. KATE MCGRANN: Did you -- what are  
15 -- what are Sprung sales --

16 MR. DAVID BARROW: When you're --

17 MS. KATE MCGRANN: -- representatives  
18 doing?

19 MR. DAVID BARROW: When you're asking  
20 me -- sorry. When you're asking me what is their --  
21 what is their point to do to -- with the Town, is that  
22 what you're asking me?

23 MS. KATE MCGRANN: Yeah. I'm going to  
24 -- I was going to try and clarify.

25 MR. DAVID BARROW: I have no idea.

1 They are sales people, so they're going to try to sell  
2 it to everybody. And I don't know why they would be  
3 doing that.

4 MS. KATE MCGRANN: You don't know why  
5 they're trying to continue to sell these two (2)  
6 projects to the Town?

7 MR. DAVID BARROW: No. I don't know  
8 why they would meeting without us being aware of it.

9 MS. KATE MCGRANN: Okay. Did you stay  
10 in contact with Sprung in the time leading up to the  
11 signing of the contracts with the Town?

12 MR. DAVID BARROW: Yes.

13 MS. KATE MCGRANN: How did you stay in  
14 contact with them, meetings, telephone calls?

15 MR. DAVID BARROW: Yeah, emails. This  
16 was probably not the only job I was doing for them at  
17 the time.

18 MS. KATE MCGRANN: Do you remember  
19 doing other -- working on other jobs for Sprung at  
20 this point in time?

21 MR. DAVID BARROW: I kind of remember  
22 we might have been doing some stuff for the TTC.

23 MS. KATE MCGRANN: Okay. And that  
24 would have been in July and August of 2012?

25 MR. DAVID BARROW: It would have been

1 around that time. I think that was -- I remember we  
2 did a few buildings for them.

3 MS. KATE MCGRANN: And were you  
4 already in construction for those TTC buildings at  
5 that point?

6 MR. DAVID BARROW: I'd have to go back  
7 and check. I can't remember.

8 MR. FREDERICK CHENOWETH: Your Honour,  
9 -- sorry. The -- the witness is dropping his voice a  
10 little. The witness is dropping his voice a little  
11 bit, and it's causing me to have a little difficulty  
12 hearing him.

13 THE HONOURABLE FRANK MARROCCO: So --

14 MR. DAVID BARROW: Okay.

15 THE HONOURABLE FRANK MARROCCO: Just -  
16 - just speak up a bit. Make sure that -- make sure  
17 that you're speaking into the microphone.

18 MR. DAVID BARROW: Okay.

19 THE HONOURABLE FRANK MARROCCO: Let me  
20 know if the problem presents itself again.

21 MR. FREDERICK CHENOWETH: Will do,  
22 Your Honour. Thank you.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: It seems odd to me



1 that your alliance partner, Sprung, would meet with  
2 the Town, get additional information about things that  
3 the Town wanted included in the buildings that you and  
4 Sprung are trying to sell to the Town and Sprung  
5 wouldn't provide that information to you.

6 MR. DAVID BARROW: They may have  
7 already knew we had the information. I don't know at  
8 this point in time.

9 MS. KATE MCGRANN: Other than the  
10 Sprung representatives continuing to try to sell the  
11 Town on the -- the turnkey projects, to your  
12 knowledge, were they doing anything else in pursuit of  
13 the contracts?

14 MR. DAVID BARROW: No, nothing besides  
15 helping us.

16 MS. KATE MCGRANN: What assistance  
17 were they providing to you?

18 MR. DAVID BARROW: Just trying to get  
19 us budgets together.

20 MS. KATE MCGRANN: Budgets for the two  
21 (2) building envelopes?

22 MR. DAVID BARROW: Correct.

23 MS. KATE MCGRANN: Okay. Anything  
24 else?

25 MR. DAVID BARROW: No, that's it.

1 MS. KATE MCGRANN: If we could turn to  
2 paragraph 296 of the Foundation Document.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: This is an August  
7 3rd email from Mr. Bonwick to yourself, Mr. Watts, Tom  
8 Lloyd, and Dave MacNeil, of Sprung, and Ms. Stec. In  
9 his email, Mr. Bonwick writes:

10 "We need to organize a call to, once  
11 again, discuss our collective  
12 strategy. Ed was very confused  
13 regarding part of the discussion  
14 with [pardon me] Tom this morning.  
15 If there has been a change in  
16 approach, I think we all need to  
17 understand it, and then determine  
18 how we participate going forward."

19 Do you remember receiving this email?

20 MR. DAVID BARROW: Yes, I do.

21 MS. KATE MCGRANN: What is the  
22 collective strategy that Mr. Bonwick references in  
23 this email?

24 MR. DAVID BARROW: That we are all in  
25 this as one (1) team.

1 MS. KATE MCGRANN: And when you say  
2 "in this," do you mean in pursuit of the two (2)  
3 Collingwood contracts?

4 MR. DAVID BARROW: That and -- and  
5 other contracts as well.

6 MS. KATE MCGRANN: The "other  
7 contracts as well," were those the --

8 MR. DAVID BARROW: Future.

9 MS. KATE MCGRANN: -- the municipal  
10 contracts --

11 MR. DAVID BARROW: Yeah.

12 MS. KATE MCGRANN: -- that you  
13 understood were covered by the NDA that we looked at  
14 earlier?

15 MR. DAVID BARROW: Correct.

16 MS. KATE MCGRANN: Okay. When he  
17 said:

18 "Ed was very confused regarding part  
19 of the discussion with Tom this  
20 morning."

21 Do you know what he's referring to?

22 MR. DAVID BARROW: I believe I  
23 discussed that with Tom, and he was trying to either  
24 sell him parts or sell him the building direct.

25 MS. KATE MCGRANN: Okay. By selling

1 him the building direct, do you mean offer that the  
2 Town can buy the building envelope directly from  
3 Sprung as opposed to buying it through BLT?

4 MR. DAVID BARROW: Correct.

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

7 MR. DAVID BARROW: Just it -- I know I  
8 discussed it with him and said we had already had an  
9 agreement.

10 MS. KATE MCGRANN: What agreement did  
11 you already have?

12 MR. DAVID BARROW: To work together as  
13 a collective team and that it would all be going  
14 through BLT.

15 MS. KATE MCGRANN: Okay. Were you  
16 basically communicating to him you shouldn't be trying  
17 to sell the Town building envelopes directly; they're  
18 supposed to buying them through us; that's the  
19 agreement?

20 MR. DAVID BARROW: That was the  
21 agreement.

22 MS. KATE MCGRANN: And is that what  
23 you communicated to Mr. Lloyd?

24 MR. DAVID BARROW: Yes.

25 THE HONOURABLE FRANK MARROCCO: He

1 would -- would he not have known already that there  
2 was an agreement?

3 MR. DAVID BARROW: Yeah. At that  
4 point, he should have. Yes.

5 THE HONOURABLE FRANK MARROCCO: Were  
6 you annoyed at the fact that this had taken place?

7 MR. DAVID BARROW: Yes, I was. Yeah.

8

9 CONTINUED BY MS. KATE MCGRANN:

10 MS. KATE MCGRANN: If you look at the  
11 paragraph below -- paragraph 297 -- we see shortly  
12 after Mr. Bonwick sent his email that we just looked  
13 at, Ms. Stec looks to schedule a call to debrief that  
14 morning's meeting.

15 Before we talk about that, there's just  
16 one more thing I want to understand about the email  
17 that Mr. Bonwick sent. It's the last sentence where  
18 he says:

19 "If there's been a change in  
20 approach, I think we all need to  
21 understand it and then determine how  
22 we participate going forward."

23 Do you know what he was talking about  
24 there?

25 MR. DAVID BARROW: Well, I would think

1 the approach would be our collective agreement  
2 together.

3 MS. KATE MCGRANN: If the notion was  
4 that the Town would be buying the building envelopes  
5 directly from Sprung, how would that threaten BLT's  
6 ongoing participation in the projects?

7 MR. DAVID BARROW: Well, I guess it  
8 wouldn't other than the fact that we would not be the  
9 purchaser so the Town would be solely responsible for  
10 the building.

11 MS. KATE MCGRANN: Did you have any  
12 understanding about why Mr. Bonwick wanted to talk  
13 about determining how we participate going forward if  
14 there's a change in approach?

15 MR. DAVID BARROW: Well, I would think  
16 that -- so we're on the same page moving forward.

17 MS. KATE MCGRANN: You're not aware of  
18 anything else that this email was about that would  
19 threaten BLT's participation in the construction  
20 projects?

21 MR. DAVID BARROW: Not -- not that I'm  
22 aware of?

23 THE HONOURABLE FRANK MARROCCO:  
24 Wouldn't this new approach cost everybody money, and  
25 it would cost BLT its markup, and it would cost

1 Mr. Bonwick whatever you were going to pay -- a  
2 portion of whatever you were going to pay him?

3 MR. DAVID BARROW: Yes. It could,  
4 yes. Yes, it would. But it would also -- the Town  
5 would save money, I would think, in the end because I  
6 don't believe they would have ordered the correct  
7 building.

8 THE HONOURABLE FRANK MARROCCO: So  
9 ostensibly -- or so the first impression would be the  
10 Town saves money, BLT lose -- it costs BLT money. It  
11 costs Green Leaf whatever it costs Green Leaf.

12 But that would be the first impression  
13 that you would get from this arrangement or the first  
14 effect of this arrangement.

15 MR. DAVID BARROW: Yes.

16 THE HONOURABLE FRANK MARROCCO: And  
17 this wasn't what everybody had agreed to in that July  
18 meeting.

19 MR. DAVID BARROW: Correct.

20

21 CONTINUED BY MS. KATE MCGRANN:

22 MS. KATE MCGRANN: So we see shortly  
23 after this email, Ms. Stec is looking to arrange a  
24 call with Mr. Bonwick, yourself, Mr. Watts, and  
25 Mr. Lloyd to debrief the morning's meeting. Do you

1 remember if that call took place?

2 MR. DAVID BARROW: I do believe it  
3 did.

4 MS. KATE MCGRANN: What can you tell  
5 us about what was discussed on that call?

6 MR. DAVID BARROW: Basically, Tom --  
7 and talking about how we can all collectively work  
8 together.

9 MS. KATE MCGRANN: What did he say?

10 MR. DAVID BARROW: What did who say?

11 MS. KATE MCGRANN: Did Tom say.

12 MR. DAVID BARROW: Tom wasn't a part  
13 of that, I don't believe. It was -- sorry -- I  
14 believe it was -- it was Abby, Paul, myself, and Mark.  
15 I don't recall if Tom was part of that.

16 MS. KATE MCGRANN: Okay. I must have  
17 misheard you. I thought you said Tom discussed how  
18 you could all participate going forward.

19 MR. DAVID BARROW: No. We discussed  
20 Tom.

21 MS. KATE MCGRANN: What did you say  
22 about him?

23 THE HONOURABLE FRANK MARROCCO: That  
24 is anything very nice.

25 MR. DAVID BARROW: We just basically



1 said that we had to talk to Tom, and make sure that  
2 we're all on the same plate, and that we were moving  
3 forward together.

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: Okay. Moving  
7 forward together in line with the agreement that you  
8 just described --

9 MR. DAVID BARROW: Correct.

10 MS. KATE MCGRANN: -- to  
11 Justice Marrocco?

12 MR. DAVID BARROW: Yeah.

13 MS. KATE MCGRANN: Okay. If we look  
14 at paragraph 298. This is a couple of days later. We  
15 have been looking at August 3rd, now we're looking at  
16 August 7th.

17 Here we see you responding to  
18 Mr. Bonwick's August 3rd email regarding a collective  
19 strategy and you write:

20 "Paul, I believe we're both on the  
21 same path -- I believe we're on the  
22 same path with both projects. If  
23 Tom is steering waves, let me know.  
24 I will address this direct with him.  
25 We don't need this project being

1                   questioned. We need it going  
2                   forward and making this decision  
3                   very simple and clean."

4                   Do you remember sending this email?

5                   MR. DAVID BARROW: Yes, I do.

6                   MS. KATE MCGRANN: What were you  
7 talking about in this email?

8                   MR. DAVID BARROW: The same as it was  
9 about Tom if he was causing any problems by saying he  
10 would sell direct or anything.

11                  MS. KATE MCGRANN: Do you remember if  
12 anything else had happened in between your call on  
13 August 3rd and you sending this email on August 7th  
14 that made you follow up with Mr. Bonwick like this?

15                  MR. DAVID BARROW: I don't remember.

16                  MS. KATE MCGRANN: And when you say  
17 "we don't need this project being questioned," who  
18 were you worried would be questioning it?

19                  MR. DAVID BARROW: I don't know if  
20 that's worded correctly in that. More along the lines  
21 of we don't need anybody talking about whether they  
22 can purchase it separately or not.

23                  MS. KATE MCGRANN: If we turn to  
24 paragraph 316 of the Foundation Document, please.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: This paragraph  
4 describes an August 13th, 2012 email that Ms. Stec  
5 sends to you and Mr. Bonwick in which she says:

6 "As promised, attached is a copy of  
7 the intermediary contract between  
8 BLT and Green Leaf for review."

9 She goes on to write:

10 "If you find that document contained  
11 is in order, please sign and return  
12 to our office by the end of the  
13 week."

14 The Inquiry has not received a copy of  
15 the document that she sent to you. Do you know who  
16 drafted the first draft of the intermediary agreement?

17 MR. DAVID BARROW: I'm not 100 percent  
18 sure on this, but I believe it was Mark.

19 MS. KATE MCGRANN: Did you have any  
20 discussions with Green Leaf about what would go into  
21 the draft of that contract before the first draft was  
22 put together?

23 MR. DAVID BARROW: Not myself.

24 MS. KATE MCGRANN: Are you aware of  
25 anyone at BLT having discussions with Green Leaf about

1 what would go into that contract before it was put  
2 together?

3 MR. DAVID BARROW: It could have been  
4 Mark.

5 MS. KATE MCGRANN: Do you know  
6 anything about what discussions he had?

7 MR. DAVID BARROW: No. He handled  
8 that contract.

9 MS. KATE MCGRANN: And he didn't talk  
10 to you at all about what should go into it before he  
11 drafted it?

12 MR. DAVID BARROW: No.

13 MS. KATE MCGRANN: If we look at the  
14 next paragraph down -- 317. Two (2) days later on  
15 August 15th, Mr. Bonwick emails Ms. Stec, Mr. Watts,  
16 and you. The subject line of the email is "Contract,"  
17 and he writes:

18 "Can he organize a call later in the  
19 morning, if at all, if all  
20 available."

21 Do you remember if this call took  
22 place?

23 MR. DAVID BARROW: I'm going to say I  
24 don't recall.

25 MS. KATE MCGRANN: Down in the next

1 paragraph -- I promise we're not going to go through  
2 this whole document paragraph by paragraph -- by here  
3 at 318 on August 17th, Mr. Watts emails Ms. Stec,  
4 yourself, and Mr. Bonwick with proposed revisions to  
5 the intermediary contract. We're only going to look  
6 at two (2) of them here.

7                   Mr. Watts is requesting that some  
8 language be incorporated into the draft. If you  
9 look -- paragraph 5 compensation of Green Leaf by BLT,  
10 he wants above and beyond the fixed -- the agreed  
11 fixed fee from BLT to be added to the contract. What  
12 is the agreed fixed fee from BLT?

13                   MR. DAVID BARROW: I'm sorry. Are you  
14 asking me what the Green Leaf was or...

15                   MS. KATE MCGRANN: No. Sorry.  
16 Let's -- in this paragraph, we see there's the  
17 paragraph itself. At the end where it says "Mr. Watts  
18 wrote," and then there's an excerpt from the email --  
19 let's just pull the email up. It's probably going to  
20 be easier to read. It is CJI7097.

21

22                   (BRIEF PAUSE)

23

24                   MS. KATE MCGRANN: So here we see the  
25 email from Mr. Watts to Ms. Stec, Mr. Barrow, and Mr.

1 Bonwick. Subject is re: intermediary contract, and  
2 here Mr. Watts has written:

3 "Abby, the following language should  
4 be incorporated."

5 He's given some language he wants added  
6 to the holdover clause. Let's scroll down. The one I  
7 want to ask you about is here under Compensation to  
8 Green Leaf by BLT. Mr. Watts from your office has  
9 asked that the following language be added, "above and  
10 beyond the agreed fixed fee from BLT," and I'd like to  
11 know, what is the "agreed fixed fee from BLT"?

12 MR. DAVID BARROW: I believe that is  
13 anything beyond the original contract would not be  
14 subject to any fee from Green Leaf.

15 MS. KATE MCGRANN: Okay. I'm going to  
16 turn to the contract that BLT and Green Leaf executed,  
17 just to assist us here. It's at CJI7627.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: I should have taken  
22 you to this first. Let's scroll down to find  
23 paragraph 5. Okay. Compensation to Green Leaf by  
24 BLT. If you look at paragraph 5(a), which was what  
25 Mr. Watts was discussing in his email, it says:

1 "BLT shall pay compensation to Green  
2 Leaf in an amount that Green Leaf,  
3 in its discretion, determines  
4 appropriate above and beyond the  
5 agreement fixed fee from BLT."

6 That section "above and beyond the  
7 agreement fixed fee from BLT" is what Mr. Watts asked  
8 to be added to this contract language. And my  
9 question for you is: What is the agreement fixed fee  
10 from BLT?

11

12 (BRIEF PAUSE)

13

14

15 MR. DAVID BARROW: I'm not really  
16 understanding the -- the language here and what  
17 exactly it's stating.

18 MS. KATE MCGRANN: Did you have any  
19 conversations with Mr. Watts about amendments he would  
20 be requesting to the draft language that Green Leaf  
21 provided to you?

22 MR. DAVID BARROW: No.

23 MS. KATE MCGRANN: Okay.

24 MR. DAVID BARROW: Mark did the  
25 adjustment. I would think that's probably what he

1 wanted it to say and not what I wanted to say, not  
2 that I had any input on it anyway.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Can we go to  
7 paragraph 318 of the Foundation Document? By 318, I  
8 should have said 320.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: We're looking at a  
13 description of an August 19th, 2012, email that Ms.  
14 Stec sends to yourself, Mr. Watts, and Mr. Bonwick.  
15 She's sending a copy of the intermediary contract, and  
16 she says:

17 "We've made the changes you asked  
18 pertaining to holdover and  
19 compensation."

20 She goes on to say:

21 "Paul has had preliminary  
22 discussions with Ed regarding the  
23 first draw, and it will be  
24 substantial enough to cover both the  
25 compensation and your initial



1 operation costs. For this reason,  
2 5(b) was left as it was."

3 The payment schedule that we see  
4 attached to the contract that BLT signs with the Town  
5 provides that the Town's going to pay BLT 25 percent  
6 upon the signing of the contract, 25 percent upon  
7 ground preparation, and 25 percent upon the delivery  
8 of the Sprung building envelope to the site.

9 Do you recall that?

10 MR. DAVID BARROW: Yes.

11 MS. KATE MCGRANN: I'm going to ask  
12 you some questions about the payment schedule. Would  
13 you like me to pull it up and show it to you so you  
14 can look at it while we talk about it?

15 MR. DAVID BARROW: Sure.

16 MS. KATE MCGRANN: Okay. We'll get it  
17 up on the screen in a second. While it's coming up, I  
18 just wanted to ask you, do you know who proposed that  
19 payment schedule?

20 MR. DAVID BARROW: I believe it was  
21 myself.

22 MS. KATE MCGRANN: Why did you propose  
23 that schedule?

24 MR. DAVID BARROW: To make that kind  
25 of project move along at the speed it needs to move

1 along to get to the date we needed, we needed money in  
2 hand to pay trades.

3 MS. KATE MCGRANN: Why did you need  
4 money in hand from the Town to pay trades?

5 MR. DAVID BARROW: Well, because once  
6 I got bills from trades, the only way to get them to  
7 keep coming and coming at a fast pace was to pay them.

8 MS. KATE MCGRANN: Was it the case  
9 that BLT did not have access to the funds to be able  
10 to -- to pay for that up front and be paid for it by  
11 the Town afterwards?

12 MR. DAVID BARROW: No, but we would  
13 rather have the Town pay for it upfront and not have  
14 to carry the cost of it.

15 MS. KATE MCGRANN: Who was involved in  
16 negotiating the payment schedule with the Town?

17 MR. DAVID BARROW: I don't think there  
18 was any negotiation. It was put into the CCDC, and  
19 there was no argument.

20 THE HONOURABLE FRANK MARROCCO: And  
21 what is the CCDC?

22 MR. DAVID BARROW: The standard  
23 document for construction on build design.

24

25 CONTINUED BY MS. KATE MCGRANN:

1 MS. KATE MCGRANN: So I promised you  
2 I'd pull the payment schedule up. I'm going to pull a  
3 description of it up. It's at paragraph 542 of the  
4 Foundation Document. And if you could just scroll  
5 down. That's a description of what's there. We can  
6 pull up the -- the appendix itself. It's at  
7 CJI7138\_0001.

8 While that's coming up, based on the  
9 documents that the Inquiry has received, it looks like  
10 the CCDC contract is first sent over to the Town after  
11 the Town votes to proceed with Sprung for the  
12 construction projects, and that's on August 27th,  
13 2012.

14 You're having a conversation here on  
15 August 19th, 2012, in which Ms. Stec tells you that  
16 based on conversations Mr. Bonwick has had with Mr.  
17 Houghton, the first draw will be enough to cover both  
18 the compensation and your initial operation costs.

19 Do you remember anyone having  
20 conversations with the Town about this payment  
21 schedule or what the size of the first draw would be  
22 in and around August 19th, 2012?

23 MR. DAVID BARROW: No.

24 MS. KATE MCGRANN: By August 19th,  
25 2012, had you had any conversations with Green Leaf

1 about what their percentage fee would be?

2 MR. DAVID BARROW: I don't recall the  
3 exact date we had that conversation. It might have  
4 been closer to the end.

5 MS. KATE MCGRANN: The end of what?

6 MR. DAVID BARROW: When we were  
7 getting close to the -- the final date where it was  
8 going to be awarded.

9 MS. KATE MCGRANN: Okay. Can we look  
10 back at paragraph 320, please.

11 THE HONOURABLE FRANK MARROCCO: Maybe  
12 -- maybe just before you do that, you wanted to get  
13 the money from the Town so that you could pay the  
14 trades as -- as you needed to pay them and not use  
15 your own money, correct?

16 MR. DAVID BARROW: Correct.

17 THE HONOURABLE FRANK MARROCCO: And  
18 did the same apply to the compensation you were going  
19 to pay Green Leaf? Rather get that from the Town  
20 rather than use your own money?

21 MR. DAVID BARROW: Well, I can -- it  
22 wo -- would have been part of the contract, so I would  
23 think it would be our own money getting upfront --  
24 from the Town.

25 THE HONOURABLE FRANK MARROCCO: Right.

1 MR. DAVID BARROW: Yeah.

2 THE HONOURABLE FRANK MARROCCO: It  
3 would be -- it's a con -- it's the money you're being  
4 paid for your services, but --

5 MR. DAVID BARROW: Correct.

6 THE HONOURABLE FRANK MARROCCO: --  
7 you'd rather have that money from the Town rather than  
8 use your own money.

9 MR. DAVID BARROW: Correct. I don't  
10 know, there's -- probably any business would.

11 THE HONOURABLE FRANK MARROCCO: Okay.  
12 I -- I -- I appreciate that. I wasn't -- I didn't  
13 mean that in a critical way. I was just trying to  
14 understand the thinking --

15 MR. DAVID BARROW: Okay.

16 THE HONOURABLE FRANK MARROCCO: --  
17 that would -- would animate the way the draws are set  
18 up.

19

20 CONTINUED BY MS. KATE MCGRANN:

21 MS. KATE MCGRANN: If we go back to --  
22 to paragraph 320, and part of what I'm trying to  
23 understand here is just how BLT and the Town came to -  
24 - to agree to the payment schedule.

25 MR. DAVID BARROW: I don't believe

1 this had anything to do with my decision. I don't  
2 know any conversations that they had together. It's  
3 in an email, but I don't know what they talked about,  
4 other than the fact they put it in an email.

5 MS. KATE MCGRANN: Okay. I'm trying  
6 to understand, first of all, the conversations that  
7 BLT and the Town had about the payment schedule, so I  
8 understand you to be saying that you put it in the  
9 CCDC contract, and no one came back and -- and tried  
10 to change it. Is that right?

11 MR. DAVID BARROW: Correct.

12 MS. KATE MCGRANN: Okay. Did you have  
13 any discussions with anyone from the Town at all about  
14 the reason for that payment schedule and why it was  
15 set out that way?

16 MR. DAVID BARROW: No.

17 MS. KATE MCGRANN: Turning back to --  
18 did you have any discussions with Green Leaf about the  
19 payment schedule that you would be asking for?

20 MR. DAVID BARROW: I can't remember if  
21 I did or not.

22 MS. KATE MCGRANN: They are people who  
23 have --

24 MR. DAVID BARROW: I --

25 MS. KATE MCGRANN: Sorry, go ahead.

1                   MR. DAVID BARROW:    I probably would  
2    have.

3                   MS. KATE MCGRANN:    Do you have any  
4    specific recollection of any discussions --

5                   MR. DAVID BARROW:    I don't, but --

6                   MS. KATE MCGRANN:    -- like that at  
7    all?

8                   MR. DAVID BARROW:    -- but I would say  
9    I probably would have.

10                  MS. KATE MCGRANN:    When you say you  
11    probably would have, why would you have talked to them  
12    about it?

13                  MR. DAVID BARROW:    I would probably  
14    want to make sure that we were going to be paid and  
15    paid on time so we could pay everybody, not that we  
16    couldn't pay everybody, but it's better to use  
17    somebody else's money to be paying.

18                  MS. KATE MCGRANN:    You know, I  
19    understand that BLT would like to get these contracts  
20    with the Town, fair?

21                  MR. DAVID BARROW:    Yeah.

22                  MS. KATE MCGRANN:    And Green Leaf has  
23    relationships with the Town. They're going to help  
24    you get the Town to -- to buy in to your business and  
25    sign you up for these contracts?

1 MR. DAVID BARROW: Correct, yeah.

2 MS. KATE MCGRANN: Do you remember  
3 turning your mind at all to -- to running the payment  
4 schedule you're proposing by them to get a sense from  
5 them as to whether the Town would agree to something  
6 like that or not?

7 MR. DAVID BARROW: I don't recall. Do  
8 you have anything that might suggest I did? I don't  
9 know.

10 MS. KATE MCGRANN: If we could look  
11 back at the email that's on the screen here, on August  
12 19th, Ms. Stec is writing to you that:

13 "Paul has had preliminary  
14 discussions with Ed regarding the  
15 first draw, and it will be substantial  
16 enough to cover both the  
17 compensation and your initial  
18 operation costs."

19 And I guess I'm wondering what  
20 information Ms. Stec has at this time about what  
21 compensation and operation costs need to be covered so  
22 that she can tell you that the first draw is going to  
23 be enough to cover those things.

24 Can you help me with that?

25 MR. DAVID BARROW: Yeah. I don't know



1 what she would have had at that time.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: The payment  
6 schedule that we had looked at a second ago, in terms  
7 of the payments that were actually made by the Town,  
8 we see the Town has paid 50 percent of the contract  
9 price by January of 2013, at which point there's a  
10 renegotiation of -- of the payment schedule.

11 Do you remember there being a  
12 renegotiation of the payment schedule?

13 MR. DAVID BARROW: Yes.

14 MS. KATE MCGRANN: Do you remember who  
15 initiated that renegotiation?

16 MR. DAVID BARROW: Well, I kind of  
17 think it was Ron Martin. I wasn't part of the initial  
18 conversation, but I kind of remember Ron Martin was  
19 the person.

20 MS. KATE MCGRANN: And that's  
21 something that BLT agreed to?

22 MR. DAVID BARROW: Correct, yeah.

23 MS. KATE MCGRANN: If we go paragraph  
24 833 of the Foundation Document.

25 MR. FREDERICK CHENOWETH: Your Honour,

1 while that document's coming up, again, I -- I believe  
2 the witness is -- is dropping his voice.

3 THE HONOURABLE FRANK MARROCCO: Okay.

4 MR. FREDERICK CHENOWETH: And if he  
5 could avoid that, it would be useful.

6 THE HONOURABLE FRANK MARROCCO: Speak  
7 up if you can.

8 MR. DAVID BARROW: I'm sorry, I keep  
9 thinking my nose -- I'm blowing air into this, and  
10 it's driving everybody nuts.

11 THE HONOURABLE FRANK MARROCCO: No,  
12 that's fine.

13 MR. DAVID BARROW: Yeah.

14 THE HONOURABLE FRANK MARROCCO: Just -  
15 - just try to speak in the microphone.

16 MR. DAVID BARROW: Okay.

17

18 CONTINUED BY MS. KATE MCGRANN:

19 MS. KATE MCGRANN: We've all had quite  
20 a bit more practice with these microphones than you  
21 have.

22 If you look at this paragraph, it's a -  
23 - it's a January 25th, 2013, email from Paul Waddell  
24 to -- and he's forwarding an email from you. In his  
25 email, Mr. Waddell writes to Mr. Martin, of the Town:

1 "Further to our conversation  
2 regarding the current contract  
3 payment structure, we hereby suggest  
4 we amend the contract with you to  
5 reflect a billing that would divide  
6 the current remainder of the  
7 contract into five (5) equal  
8 payments rather than maintain the  
9 current payment structure."

10 Do you remember this email  
11 correspondence?

12 MR. DAVID BARROW: I believe I do,  
13 yes.

14 MS. KATE MCGRANN: It's our  
15 understanding from the documents that, at this point  
16 in time, the Town has paid out 50 percent, and so  
17 you're looking at adjusting how the remaining 50  
18 percent will be paid out?

19 MR. DAVID BARROW: Yes. At that  
20 point, we were much more comfortable with the City --  
21 or the Town.

22 MS. KATE MCGRANN: Mr. Waddell goes on  
23 to comment that:

24 "The current contract, while more  
25 favourable to BLT at this point in

1 the billing cycle --"

2 Did you agree that the current contract  
3 was more favourable to BLT at that point?

4 MR. DAVID BARROW: No. I believe it  
5 was fair to both parties as in we were both trying to  
6 get to an end. And then, to get to that end, we  
7 needed to be able to pay trades.

8 MS. KATE MCGRANN: Okay. And you  
9 already explained to us that it was better for you to  
10 have the Town funding that than you?

11 MR. DAVID BARROW: Correct.

12 MS. KATE MCGRANN: He goes on to say:  
13 "It's not keeping -- in keeping with  
14 the spirit of our relationship with  
15 the Town."

16 Do you know what he's talking about  
17 there?

18 MR. DAVID BARROW: I believe, at this  
19 point, it was -- which I just mentioned a few minutes,  
20 we were feeling a lot better with the Town. Actually,  
21 Ron was a super good person to work with, and that we  
22 felt more comfortable adjusting our contract.

23 MS. KATE MCGRANN: And he goes on to  
24 say that:

25 "The current contract is slightly

1 outside the boundaries of common  
2 sense."

3 Do you know what he's referring to  
4 there?

5 MR. DAVID BARROW: I have no idea.

6 MS. KATE MCGRANN: Okay. And he says:

7 "It's slightly outside the  
8 boundaries of common practice."

9 Do you know what he's referring to  
10 there?

11 MR. DAVID BARROW: Just it might be  
12 that it's a nonaggressive payment schedule, but I  
13 think we adjusted it in the end anyway.

14 MS. KATE MCGRANN: You know, in your  
15 experience in design build contracts that you had done  
16 for other clients up until this point, was this a  
17 payment schedule that you usually used?

18 MR. DAVID BARROW: I have used it  
19 before, yes --

20 MS. KATE MCGRANN: Was --

21 MR. DAVID BARROW: -- not that it's  
22 been agreed to.

23 MR. FREDERICK CHENOWETH: What -- what  
24 payment schedule, the -- the original one or a changed  
25 one?

1 MS. KATE MCGRANN: Sorry. Thanks for  
2 asking. The original payment schedule.

3 MR. DAVID BARROW: The original, yes.

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: And you said that  
7 it is something that you've used in the past?

8 MR. DAVID BARROW: Yeah. It may not  
9 be identical, but it has a bit of aggressive payment  
10 package, yes.

11 THE HONOURABLE FRANK MARROCCO: Has it  
12 been agreed to in the past?

13 MR. DAVID BARROW: It has been agreed  
14 to, yes.

15

16 CONTINUED BY MS. KATE MCGRANN:

17 MS. KATE MCGRANN: Frequently agreed  
18 to?

19 MR. DAVID BARROW: No. But it's worth  
20 trying.

21 THE HONOURABLE FRANK MARROCCO: Well,  
22 we were forewarned that, if you were offered some --  
23 by Mr. Lloyd, that if you were offered something for  
24 free, you would negotiate?

25 MR. DAVID BARROW: Yes, it would be,

1 yes, or he'd owe me something or something, a favour.

2

3 (BRIEF PAUSE)

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: Can we turn to  
7 paragraph 355 of the Foundation Document?

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: And then can we  
12 turn to paragraph 358 of the Foundation Document?  
13 This is the paragraph that I actually wanted to talk  
14 to you about.

15 This paragraph describes an email that  
16 you sent on August 21st, 2012, at about quarter to  
17 11:00 in the morning. You send construction budgets  
18 for the arena and the pool to Mr. Bonwick and Ms.  
19 Stec. And in your email you write:

20 "Here are the numbers for both  
21 locations, arena and pool. Let me  
22 know what you wish to adjust to and  
23 I will resubmit to send Ed."

24 Scroll down. And then there's a  
25 description of the two (2) budgets. Happy to show you

1 the budgets if -- if you want to see them. These are  
2 the first budgets that we see you sending over to  
3 Green Leaf, I believe.

4 Did these budgets already include  
5 whatever fees BLT was going to charge on top of -- on  
6 top of the construction estimate?

7 MR. DAVID BARROW: Yes, it did. They  
8 had -- they had been lowered.

9 MS. KATE MCGRANN: When you say, "They  
10 had been lowered," lowered from what?

11 MR. DAVID BARROW: From what our  
12 normal fee would be.

13 MS. KATE MCGRANN: What's your normal  
14 fee?

15 MR. DAVID BARROW: Between 15 and 18  
16 percent.

17 MS. KATE MCGRANN: And how do you  
18 determine what you're applying that fee to?

19 MR. DAVID BARROW: Can you explain  
20 that question a bit better?

21 MS. KATE MCGRANN: Yeah. It's 15 to  
22 18 percent of what?

23 MR. DAVID BARROW: Of the overall  
24 cost.

25 MS. KATE MCGRANN: Okay. And the



1 overall cost is a cost estimate at the time you're  
2 putting this together?

3 MR. DAVID BARROW: Correct.

4 MS. KATE MCGRANN: But has the  
5 possibility to go up and it's got the possibility to  
6 go down in real life?

7 MR. DAVID BARROW: Correct.

8 MS. KATE MCGRANN: What did you lower  
9 15 to 18 percent down to?

10 MR. DAVID BARROW: I lowered it down  
11 to 8 to 9 percent.

12 MS. KATE MCGRANN: Do you remember  
13 which one it was?

14 MR. DAVID BARROW: It was different  
15 for each line item.

16 MS. KATE MCGRANN: Okay. Why did you  
17 -- why did you take that approach?

18 MR. DAVID BARROW: I wanted to know  
19 what our exact amount we would be making would be  
20 before adding anything that Green Leaf would want.

21 MS. KATE MCGRANN: Okay. I believe  
22 you just told me that you were working off of  
23 estimates and you can't know what the exact amount  
24 you're going to make is going to be.

25 MR. DAVID BARROW: Well, my best

1 judgment.

2 MS. KATE MCGRANN: Okay. And why did  
3 you pick 8 to 9 percent?

4 MR. DAVID BARROW: I picked 8 to 9  
5 percent because I figured that their percentage would  
6 be somewhere around 7.

7 MS. KATE MCGRANN: What was the basis  
8 of that believe?

9 MR. DAVID BARROW: I just -- overall,  
10 I thought that's what they would charge. That's my  
11 belief -- well, our belief. Me and Mark thought they  
12 would be somewhere around that. They'd be more than a  
13 realtor for -- for their percentage, so we -- we  
14 thought I'd be around 7 percent.

15 MS. KATE MCGRANN: Is there any reason  
16 that you didn't ask them what their percentage was  
17 before you set your percentage?

18 MR. DAVID BARROW: No. They said that  
19 they were going to let us know at a later point.

20 MS. KATE MCGRANN: Did they ever tell  
21 you that they wanted to see what -- what you were  
22 going to charge before they added their fee on top?

23 MR. DAVID BARROW: Explain that one  
24 (1) again.

25 MS. KATE MCGRANN: Yeah. Did they

1 ever tell you that they wanted to see what you were  
2 going to charge before they added their fee?

3 MR. DAVID BARROW: They said they  
4 would like to see the budget beforehand, yes.

5 MS. KATE MCGRANN: If we could go to  
6 paragraph 359. Mr. Bonwick responds to your email  
7 about a half an hour later. And he writes:

8 "Please let me know if you have time  
9 for a call about 2:00 p.m."

10 He goes on to say:

11 "The situation is very fluid at this  
12 time and requires our attention and  
13 input by the end of the day if we  
14 are to achieve a favourable outcome  
15 on Monday.

16 There is a considerable movement  
17 wanting a deferral providing an  
18 opportunity for a third party to  
19 recommendation, i.e., architect."

20 Do you remember receiving an email like  
21 this from Mr. Bonwick?

22 MR. DAVID BARROW: Yes, I do.

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

25 MR. DAVID BARROW: I don't remember if

1 the call took place.

2 MS. KATE MCGRANN: What did you  
3 understand he was talking about when he said that the  
4 situation was fluid and required attention and input  
5 by the end of the day?

6 MR. DAVID BARROW: I'm assuming that  
7 was for the MURF building, and people were arguing  
8 that they didn't want anything else but the MURF  
9 building.

10 MS. KATE MCGRANN: Why are you making  
11 that assumption today?

12 MR. DAVID BARROW: I don't -- like at  
13 the time, that's what I thought. I didn't actually --  
14 didn't have any input on it. I just -- I didn't -- I  
15 don't even think we talked about it 'cause that was --  
16 they were dealing with it.

17 MS. KATE MCGRANN: Okay. In this  
18 email, he says:

19 "This situation requires our  
20 attention."

21 And he's trying to set up a call with  
22 you --

23 MR. DAVID BARROW: M-hm.

24 MS. KATE MCGRANN: -- and he says  
25 that:

1 "That all needs to happen if you're  
2 to achieve a favourable outcome on  
3 Monday."

4 Did this email cause you any concern  
5 that the contracts you were pursuing might not be  
6 achievable?

7 MR. DAVID BARROW: I -- I mean, yeah.  
8 Reading it now when you say it, yeah, it should have,  
9 but I don't remember if we made that phone call or  
10 not. I would -- I honestly don't remember if I made  
11 that phone call.

12 MS. KATE MCGRANN: Do you remember  
13 having any reaction to receiving this email?

14 MR. DAVID BARROW: Sorry?

15 MS. KATE MCGRANN: Do you remember  
16 having any reaction to receiving this email?

17 MR. DAVID BARROW: I don't remember if  
18 I had a reaction to seeing this email. To tell you  
19 the truth, I cannot remember.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: Can we go to  
24 paragraph --

25 THE HONOURABLE FRANK MARROCCO: Just

1 before you do that... On that email, it says:

2 "There's a considerable movement  
3 wanting a deferral providing an  
4 opportunity for a third party to  
5 make a recommendation."

6 Were you being -- did you have the view  
7 at that time that it was not a good idea if there was  
8 a deferral because that would afford the opportunity  
9 for a third party to make a recommendation?

10 MR. DAVID BARROW: I'm not -- not --  
11 I -- I honestly can't remember if I even discussed it  
12 with Paul after that. I may have. I just don't  
13 remember. Sorry. I just don't remember.

14 I would have had -- I mean reading it  
15 now, I would think that I would have had definitely  
16 concerns with it.

17 THE HONOURABLE FRANK MARROCCO: I  
18 mean, otherwise --

19 MR. DAVID BARROW: I mean --

20 THE HONOURABLE FRANK MARROCCO: -- you  
21 wouldn't know what this email was about.

22 MR. DAVID BARROW: Correct. Correct.  
23 Sorry. I would have thought that -- yeah. I would  
24 have probably talked to Paul. I just don't recall.

25 THE HONOURABLE FRANK MARROCCO: All

1 right.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: Okay. So could we  
5 just pull paragraph 360 there up to the top of the  
6 page. At 11:42 on August 21st -- we're still in the  
7 morning of the same day -- Mr. McNalty sent  
8 Mr. Houghton the July 16th estimates that Sprung had  
9 provided to the Town.

10 And if you scroll down to the next  
11 paragraph 361, Mr. Houghton then forwards those  
12 estimates on to Mr. Bonwick without making any comment  
13 or writing an email two (2) minutes later that  
14 morning.

15 At 1:10 on August 21st, Mr. Bonwick  
16 forwards that email chain to you and Ms. Stec, and he  
17 writes to you:

18 "Please review the original numbers  
19 that were sent to the Town. Unless  
20 there is some significant  
21 explanation (\$3 million higher than  
22 the original), they will undoubtedly  
23 take the view that we are trying to  
24 gouge as a result of potential sole  
25 source. This is a deal breaker in

1 the current format. I look forward  
2 to chatting at 3:00 p.m."

3 Do you remember receiving this email?

4 MR. DAVID BARROW: Yes, I do.

5 MS. KATE MCGRANN: What was your  
6 reaction to receiving this email?

7 MR. DAVID BARROW: It was that I  
8 didn't believe that the budgets -- that they were  
9 given to the Town were given to them by us, and I was  
10 going to explain them.

11 MS. KATE MCGRANN: In his email,  
12 Mr. Bonwick writes that:

13 "They will undoubtedly take the view  
14 that we are trying to gouge as a  
15 result of potential sole source."

16 What did you understand him to mean by  
17 that?

18 MR. DAVID BARROW: That we were  
19 overpricing it.

20 MS. KATE MCGRANN: And the reference  
21 to "overpricing as a result of potential sole source,"  
22 what did you understand him to mean by that?

23 MR. DAVID BARROW: Maybe that we were  
24 the only person that they had on the table. That's  
25 what I would have taken that as to be.



1 MS. KATE MCGRANN: Okay. Did you  
2 understand him to be saying they're going to think  
3 we're trying to take advantage of the fact that we're  
4 the only people they're talking to to charge them  
5 extra?

6 MR. DAVID BARROW: I probably  
7 understood that, but we weren't charging them extra.  
8 The budgets were not correct.

9 MS. KATE MCGRANN: Fair enough. The  
10 concern he is expressing to you that the Town may have  
11 though is -- they're only negotiating with you at this  
12 point.

13 MR. DAVID BARROW: Right. But I was  
14 going to correct what they had received.

15 MS. KATE MCGRANN: Did you have an  
16 understanding at this point about whether the Town was  
17 only negotiating with BLT and Sprung?

18 MR. DAVID BARROW: Well, I knew they  
19 were only negotiating with BLT and Sprung for a Sprung  
20 structure. But any other building -- which I still  
21 heard the MURF was still on the table.

22 MS. KATE MCGRANN: And other than the  
23 MURF, did you understand that there was anybody else  
24 who might be on the table?

25 MR. DAVID BARROW: Not that I was

1 aware of.

2 MS. KATE MCGRANN: This is the second  
3 email that you've received from Mr. Bonwick expressing  
4 serious concerns about whether or not this deal is  
5 going to go forward.

6 Does this help you recall if you spoke  
7 to him that day?

8 MR. DAVID BARROW: I probably did  
9 speak to him that day, and it was probably regarding  
10 the budgets.

11 MS. KATE MCGRANN: So you don't  
12 remember anything specific about any discussions  
13 there?

14 MR. DAVID BARROW: No. I believe I  
15 did correct the budgets later though. I think I sent  
16 them something on why these budgets were not correct.

17 MS. KATE MCGRANN: Can we look at  
18 paragraph 362? This is an email from you to  
19 Mr. Bonwick, Mr. Watts, and Mr. (sic) Stec at -- just  
20 before 3:00 on that day. And you write that:

21 "We have a few items added in ours  
22 compared to that budget."

23 And you actually set out quite a list  
24 of things that are not -- that were not included in  
25 July 16th. Is this what you're referring to?

1 MR. DAVID BARROW: Correct.

2 MS. KATE MCGRANN: Okay. Can we go to  
3 paragraph 373 of the Foundation Document. And,  
4 Your Honour, I'm looking at the time. I'm just coming  
5 to the close of this section, so I propose to do that  
6 and then take lunch?

7 THE HONOURABLE FRANK MARROCCO: And  
8 then we'll take lunch.

9

10 CONTINUED BY MS. KATE MCGRANN:

11 MS. KATE MCGRANN: This is an email  
12 that Mr. Houghton sent to the Executive Management  
13 Committee, a group of people working on behalf of the  
14 Town. You're not copied on it.

15 But in his email, Mr. Houghton writes:

16 "I just got off the line with Sprung  
17 and BLT, and I was talking to them  
18 about their pricing."

19 He sends this at 4:41 p.m. on  
20 August 21st, 2012. Do you recall having a  
21 conversation on the phone with Mr. Houghton and Sprung  
22 at this time?

23 MR. DAVID BARROW: I don't.

24 MS. KATE MCGRANN: To your knowledge,  
25 did anybody from BLT speak to Mr. Houghton on

1 August 21st in the afternoon about prices?

2 MR. DAVID BARROW: I don't believe so.

3 MS. KATE MCGRANN: Okay. Do you know

4 if --

5 MR. DAVID BARROW: I'm not 100 percent

6 sure. I'm --

7 MS. KATE MCGRANN: Sorry. Go ahead.

8 MR. DAVID BARROW: -- I'm not

9 100 percent sure.

10 MS. KATE MCGRANN: Do you know if

11 anyone from Green Leaf spoke to Mr. Houghton on BLT's

12 behalf on August 21st, 2012 after you had the back and

13 forth with them about your estimates and the July 16th

14 estimates?

15 MR. DAVID BARROW: I'm not sure.

16 MS. KATE MCGRANN: Is that something

17 that Green Leaf might have done for you?

18 MR. DAVID BARROW: Yes.

19 MS. KATE MCGRANN: Okay. In his

20 email, Mr. Houghton goes on to explain that he's asked

21 for a price for the two (2) buildings that would

22 include the mezzanine in the arena but an option for

23 one in the pool.

24 He goes on to describe some other

25 things that he's asked to -- on the price, and then he

1 says:

2 "I have no clue what the price is  
3 because I didn't want them to tell  
4 me until it is in the form we want."

5 Is it the case that up until this point  
6 you hadn't had any negotiations with anyone from the  
7 Town about what the price might involve?

8 MR. DAVID BARROW: Yes.

9 MS. KATE MCGRANN: When do you first  
10 recall providing a budget to the Town?

11 MR. DAVID BARROW: I believe it was on  
12 the 22nd?

13 MS. KATE MCGRANN: Can we go to  
14 paragraph 363 of the Foundation Document? We're still  
15 on August 21st. It's now just about 5:00 p.m. Ms.  
16 Stec sends an email to you. She says:

17 "Thanks for taking the time to  
18 participate in both calls today and  
19 getting the numbers back to us."

20 Once you've put the numbers in the  
21 format Ed suggested -- and I'm going to stop right  
22 there.

23 Do you remember receiving any  
24 suggestions from Ed about the format for the numbers  
25 in the budgets?

1 MR. DAVID BARROW: Not from Ed. It  
2 would -- probably came directly from Abby.

3 MS. KATE MCGRANN: Okay. Do you  
4 remember receiving suggestions from anyone about the  
5 format that the Town wanted the budgets to be put in?

6 MR. DAVID BARROW: It was -- I think  
7 it was based on making it either with each line item  
8 or not having each line item. And then it was also to  
9 deal with item 1700, I believe -- I can't remember --  
10 which would be the extras or the add ons.

11 MS. KATE MCGRANN: Okay. Starting  
12 with "each line item or without each line item," what  
13 do you mean by that?

14 MR. DAVID BARROW: If each number was  
15 going to be -- sorry, if each number was going to be  
16 line itemed right across or if it was going to be  
17 tallied inside that section and just one (1) number at  
18 the bottom and then a full number at the very bottom.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: Can we turn up  
23 CJI7202\_0001? I'm pulling this up just because I want  
24 to make sure that I understand what you're talking  
25 about in terms of line items and no line items.

1 MR. DAVID BARROW: Okay.

2 MS. KATE MCGRANN: Okay, so looking at  
3 this page, is this what you're referring to when you  
4 say the line items are -- are included and shown?

5 MR. DAVID BARROW: Correct.

6 MS. KATE MCGRANN: Okay, and then if  
7 we could scroll down to -- there's another version of  
8 this budget. It's the next document in -- in a line  
9 here, so you'll just have to go down a couple pages.  
10 Stop there. Whoa, whoa, whoa. Just -- this is fine.  
11 Yeah.

12 Here we see either -- the descriptions  
13 of the items on the left, but then there's no  
14 information provided until you get to the very bottom,  
15 and there's a total.

16 Is this what you're referring to when  
17 you say "no line items"?

18 MR. DAVID BARROW: Correct.

19 MS. KATE MCGRANN: Okay. Thank you  
20 for that. Let's go back to paragraph 363 of the  
21 Foundation Document.

22 Do you remember if you got instructions  
23 from anyone about whether the Town wanted all of the  
24 information, including prices, included in the budgets  
25 you presented or if it just wanted the totals at this

1 point in time?

2 MR. DAVID BARROW: I don't recall. I  
3 don't remember if it was asked of me or not.

4 MS. KATE MCGRANN: And the other thing  
5 that you had mentioned that might have been what was  
6 referred to in terms of formatting here was the  
7 options.

8 Do you remember if you were given any  
9 information about whether -- what the Town wanted done  
10 with the options in the budgets you were going to  
11 provide?

12 MR. DAVID BARROW: I just think it was  
13 put it in a separate line item for options.

14 MS. KATE MCGRANN: Then Ms. Stec says:

15 "Once you've put the numbers in the  
16 format as suggested, please put 6  
17 1/2 percent across the board on all  
18 the numbers reflecting the Green  
19 Leaf compensation. At that point,  
20 the numbers can be sent to Ed."

21 Did you put 6 1/2 percent across the  
22 board on all the numbers on the two (2) budgets?

23 MR. DAVID BARROW: Yes.

24 MS. KATE MCGRANN: And that was to  
25 reflect the Green Leaf conversa -- compensation?



1 MR. DAVID BARROW: Correct.

2 MS. KATE MCGRANN: Did you make any  
3 adjustments to the numbers after you had applied the  
4 6.5 percent across the board for the Green Leaf  
5 compensation?

6 MR. DAVID BARROW: I don't understand  
7 the question.

8 MS. KATE MCGRANN: So you've got the  
9 budget numbers that you've prepared, you sent over to  
10 Green Leaf. They say apply 6.5 percent across the  
11 board, and you do that, correct?

12 MR. DAVID BARROW: Correct.

13 MS. KATE MCGRANN: Did you do anything  
14 else to the numbers after you applied the 6.5 percent  
15 across the board?

16 MR. DAVID BARROW: I don't believe so.

17 MS. KATE MCGRANN: This would be a  
18 good time for lunch, I think.

19 THE HONOURABLE FRANK MARROCCO: Take  
20 an hour for lunch.

21

22 --- Upon recessing at 1:04 p.m.

23 --- Upon resuming at 2:07 p.m.

24

25 CONTINUED BY MS. KATE MCGRANN:

1 MS. KATE MCGRANN: Good afternoon, Mr.  
2 Barrow.

3 MR. DAVID BARROW: Good afternoon.

4 MS. KATE MCGRANN: If we could turn up  
5 paragraph 381 of the Foundation Document.

6

7 (BRIEF PAUSE)

8

9 MS. KATE MCGRANN: Before lunch, we  
10 had been discussing the numbers that BLT put together,  
11 the inclusion of Green Leaf's fee in those numbers,  
12 and Ms. Stec had said to you, once you had included  
13 the fee, you could send the numbers over to Ed.

14 This paragraph describes an August 22nd  
15 email that you sent to Mr. Houghton, and you write:

16 "Here are the final numbers for both  
17 the arena and pool buildings.

18 Please review and let me know."

19 I think you said this before, but I  
20 just want to clarify, was this the first time that you  
21 had had any discussions with anyone from the Town  
22 about what BLT was proposing to charge for the  
23 construction of the two (2) buildings?

24 MR. DAVID BARROW: Correct.

25 MS. KATE MCGRANN: Did anyone from the

1 Town make any attempt to negotiate any of the prices  
2 that you provided with you?

3 MR. DAVID BARROW: No.

4 MS. KATE MCGRANN: If we look at  
5 paragraph 382, Mr. Houghton responds, and he asks you  
6 to provide him with totals, pool, mezzanine for the  
7 pool, ice pad, accessories, and then the overall  
8 total. And you respond that you'll do that right  
9 away.

10 And then if we look at paragraph 384,  
11 you send revised budgets that show total without  
12 options, and a total with options. And you did that  
13 for both budgets. That is the last set of budgets  
14 that we see you sending over to the Town before the  
15 Council meeting on August 27th, 2012.

16 Do you recall having any further  
17 conversations with anyone from the Town about BLT  
18 budgets, things that needed to be included, the prices  
19 that were being charged, or anything like that before  
20 the Council meeting on August 27th?

21 MR. DAVID BARROW: Not that I recall.

22 MS. KATE MCGRANN: If we look at  
23 paragraph 386 of the Foundation Document.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: 9:30 on the evening  
2 of August 22nd, Deputy Mayor Rick Lloyd sent Mr.  
3 Bonwick an email. In his email, he writes:

4 "I must -- I must say that I was  
5 rather surprised to hear from your  
6 cousin, Wasaga Mayor Cal Patterson,  
7 that he had a meeting last week with  
8 Sprung. Cal told us this when he  
9 overheard you speaking about our  
10 plans for Monday night and the  
11 proposed Sprung building."

12 He goes on to say:

13 "I must say, I was disappointed that  
14 you had not informed me about this  
15 presentation, because if Cal wasn't  
16 supportive, he could have caused us  
17 a great deal of embarrassment,  
18 especially when he grew up in  
19 Collingwood, and as county warden."

20 Do you know if you knew by this point  
21 in time that Mr. Bonwick was the mayor of  
22 Collingwood's brother?

23 MR. DAVID BARROW: I couldn't tell  
24 you. I didn't recall that, no.

25 MS. KATE MCGRANN: I beg your pardon?

1                   MR. DAVID BARROW:    I don't recall if I  
2 remembered or not.

3                   MS. KATE MCGRANN:    Okay.  Can we pull  
4 up CJI7255, and that's the email chain that's  
5 partially described there.

6

7                                       (BRIEF PAUSE)

8

9                   MS. KATE MCGRANN:    Scroll down.

10

11                                       (BRIEF PAUSE)

12

13                   MS. KATE MCGRANN:    So this is the  
14 original email, which we just looked at.  If you could  
15 scroll up.

16                   The -- Mr. Bonwick forwards this email.  
17 The list of people who he forwards it to are not  
18 included, but if you scroll up a little bit further,  
19 we can see that you respond, so it appears that you  
20 were included on the forward.

21                   Scroll down.  When Mr. Bonwick forwards  
22 Deputy Mayor Rick Lloyd's email, he writes:

23                                       "Can someone help me respond to this  
24 email I received from the deputy  
25 mayor of Collingwood?  I would

1 suggest if it's true, there  
2 discussions taking place with the  
3 Wasaga Beach officials at this  
4 critical juncture in time. We all  
5 look uncoordinated best -- at best,  
6 and incompetent at worst."

7 Do you remember receiving this email  
8 from Mr. Bonwick?

9 MR. DAVID BARROW: Yes, I do.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: And he goes on to  
14 explain what could have gone wrong from this scenario.  
15 He writes:

16 "The mayor of Wasaga Beach, also  
17 county warden, is a cousin of the  
18 mayor of Collingwood, and best  
19 friends with Counsellor Edwards."

20 Did you have any understanding of  
21 whether the mayor of Wasaga Beach had any relation to  
22 Mr. Bonwick at this point in time?

23 MR. DAVID BARROW: No.

24 MS. KATE MCGRANN: Okay. He says:

25 "Imagine if Mayor Patterson wasn't

1 impressed or felt Collingwood should  
2 put the brakes on and look at  
3 combining their efforts with Wasaga.  
4 Any one of these other scenarios  
5 could have a detrimental effect at  
6 this stage of the process."

7 He goes on to say that it was his  
8 understanding:

9 "We were attempting to create a  
10 model as one (1) team that we could  
11 emulate in other jurisdictions" --

12 Scroll down.

13 -- "specifically, Simcoe County and  
14 other municipalities."

15 What model did you understand you all  
16 were trying to create there?

17 MR. DAVID BARROW: That would have  
18 been an arena, or a pool, for other districts, which  
19 would have been a -- a cost.

20 MS. KATE MCGRANN: Pardon me?

21 MR. DAVID BARROW: That would have  
22 been a -- a cost, like a budgeted item that would have  
23 been if you want a pool, it would be 'X' amount of  
24 dollars. If you wanted --

25 MS. KATE MCGRANN: Like a --

1 MR. DAVID BARROW: -- an arena, it's  
2 'X' amount of dollars.

3 MS. KATE MCGRANN: -- a sort of set --

4 MR. DAVID BARROW: Yeah.

5 MS. KATE MCGRANN: -- predictable cost  
6 --

7 MR. DAVID BARROW: Yes.

8 MS. KATE MCGRANN: -- that you could  
9 shop around to other municipalities?

10 MR. DAVID BARROW: Correct.

11 MS. KATE MCGRANN: Was Collingwood  
12 intended to be sort of the -- the model of what you  
13 could get?

14 MR. DAVID BARROW: Correct.

15

16 (BRIEF PAUSE)

17

18 MS. KATE MCGRANN: If we could scroll  
19 up just so we can look at your response. You write  
20 back later that evening:

21 "Is this the same incident we talked  
22 about the other day? I'm not sure  
23 what we can do at this point, other  
24 than what we suggested last  
25 conversation; top -- stop all talks



1 with any regions until a deal is  
2 sealed. That's what I got from our  
3 conversation."

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

6 MR. DAVID BARROW: It was with Tom,  
7 conversation --

8 MS. KATE MCGRANN: Pardon me?

9 MR. DAVID BARROW: -- Tom, Tom,  
10 dealing with Ed. That's what I thought we were  
11 talking about.

12 MS. KATE MCGRANN: You thought -- and  
13 by that, do you mean the conversation in which Tom  
14 offered to sell Ed the building envelope directly --

15 MR. DAVID BARROW: Correct.

16 MS. KATE MCGRANN: -- to save the Town  
17 money?

18 MR. DAVID BARROW: Correct.

19 MS. KATE MCGRANN: Do you recall if as  
20 part of the conversation, you spoke with Tom about  
21 stopping all sales efforts in the region until the  
22 Collingwood contracts were signed?

23 MR. DAVID BARROW: In this  
24 conversation or the previous conversation?

25 MS. KATE MCGRANN: So just to make

1 sure we're both on the same page, I'm looking at the  
2 second paragraph of your email, where you say:

3 "I'm not sure what we can do at this  
4 point, other than what we suggested  
5 last conversation."

6 I understand your evidence to be that  
7 the last conversation you refer to there was the  
8 conversation you had with Mr. Bonwick about Mr. Lloyd,  
9 Tom Lloyd --

10 MR. DAVID BARROW: Yes.

11 MS. KATE MCGRANN: -- offering to sell  
12 the Town's -- the Sprung envelopes directly.

13 MR. DAVID BARROW: Correct.

14 MS. KATE MCGRANN: All right. So I've  
15 got that right so far?

16 MR. DAVID BARROW: Yeah.

17 MS. KATE MCGRANN: In that  
18 conversation where you spoke with Mr. Bonwick about  
19 Mr. Lloyd's offer to the Town, did you speak with him  
20 about having Sprung shut down all of its sales efforts  
21 in the region until the Collingwood contracts were  
22 signed?

23 MR. DAVID BARROW: I didn't myself,  
24 no.

25 MS. KATE MCGRANN: Did you understand

1 that somebody else had -- had made that suggestion or  
2 provided those instructions to Mr. Lloyd?

3 MR. DAVID BARROW: I don't know if  
4 anybody else made those suggestions or not.

5 MS. KATE MCGRANN: Okay. So when you  
6 say:

7 "I'm not sure what we can do at this  
8 point, other than what we suggested  
9 last conversation, stop all talks  
10 with any regions until deal is  
11 sealed."

12 What are you talking about there?

13 MR. DAVID BARROW: Well, as Tom  
14 talking to everybody else, it doesn't -- I didn't talk  
15 to Tom, but that was what was discussed.

16 MS. KATE MCGRANN: Okay. And we see  
17 that Mr. Lloyd is copied on this email. It looks like  
18 you shift your focus from Mr. Bonwick to Mr. Lloyd,  
19 here, where you say:

20 "Tom, you need to get your boys and  
21 let them all know, no conversations  
22 or deals until we sign this deal.  
23 Let's review and resolve tomorrow on  
24 conference."

25 Do you remember if there was a -- a

1 conference in which you resue -- review and resolve  
2 this issue the next day?

3 MR. DAVID BARROW: I don't believe  
4 there was.

5 MS. KATE MCGRANN: Did you have  
6 concerns that Mr. Lloyd's ongoing sales efforts on  
7 behalf of Sprung could endanger the model that you  
8 were looking at shopping around to the other  
9 municipalities in the region?

10 MR. DAVID BARROW: Only as in a -- a  
11 group effort, him going out on his own and trying to  
12 do -- I'm going to call them side deals. I wanted  
13 everybody to be one (1) package.

14 MS. KATE MCGRANN: What was your  
15 concern with Mr. Lloyd doing side deals like offering  
16 people the opportunity to buy the envelopes directly  
17 from Sprung?

18 MR. DAVID BARROW: We had an agreement  
19 that we would all work together. But again, he's a  
20 salesperson, so it's a little hard to restrain him.

21 MS. KATE MCGRANN: Scroll up to the  
22 top.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: And we see that Ms.  
2 Stec agrees with you.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: Excuse me for one  
7 (1) second.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: Could we turn to  
12 paragraph 472 of the Foundation Document?

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: Turn to paragraph  
17 476 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 MS. KATE MCGRANN: This paragraph  
22 describes an email that Ms. Stec sends to Mr. Lloyd  
23 and Mr. MacNeil of Sprung, yourself, and Mr. Watts  
24 from BLT, and Mr. Bonwick on August 27th, at ten  
25 o'clock -- just about eleven o'clock in the morning to

1 arrange a meeting at the Green Leaf office at 4:00  
2 p.m. that day to coordinate final thoughts on the  
3 presentation for this evening.

4 Do you remember if you attended a  
5 meeting like the one described here?

6 MR. DAVID BARROW: We met at Green  
7 Leaf's office, yes.

8 MS. KATE MCGRANN: Who attended that  
9 meeting?

10 MR. DAVID BARROW: I think all of us  
11 on the list attended.

12 MS. KATE MCGRANN: And what was  
13 discussed at that meeting?

14 MR. DAVID BARROW: Basically, I guess  
15 how the Council votes, and then we headed over. It  
16 wasn't a long meeting, it was two (2) minutes, and  
17 then we headed to Council.

18 MS. KATE MCGRANN: It was a two (2)  
19 minute meeting?

20 MR. DAVID BARROW: It was not a long  
21 meeting.

22 MS. KATE MCGRANN: When you say it  
23 wasn't long, can you give me an approximate length?

24 MR. DAVID BARROW: Two (2) to five (5)  
25 minutes. It wasn't long.

1 MS. KATE MCGRANN: There was a staff  
2 report presented at the August 27th meeting that we  
3 understand was released the Friday before, on August  
4 24th that set out staff's recommendations with respect  
5 to the two (2) facilities that the Town was looking at  
6 constructing, the arena and the pool. Staff  
7 recommended that the Town proceed with constructing  
8 the fabric buildings.

9 Were you aware that that staff report  
10 had been released when you attended this meeting on  
11 August 27th?

12 MR. DAVID BARROW: I don't recall.

13 MS. KATE MCGRANN: In the staff  
14 report, the staff recommended that the Town proceed  
15 with a sole source procurement for those two (2)  
16 contracts, which seems to me like it would have been a  
17 pretty big deal.

18 MR. DAVID BARROW: M-hm.

19 MS. KATE MCGRANN: Was that something  
20 you were aware that staff was recommending as you  
21 headed into the August 27th meeting?

22 MR. DAVID BARROW: I did -- do recall  
23 it going to be a sole source is what they were going  
24 to recommend, but I don't recall seeing any document  
25 about it.

1 MS. KATE MCGRANN: Do you remember how  
2 you learned that staff was recommending a sole source  
3 approach to the procurement here?

4 MR. DAVID BARROW: I'm going to say I  
5 don't remember off the top -- somebody did tell me  
6 though.

7 MS. KATE MCGRANN: Do you remember if  
8 it was somebody from Green Leaf?

9 MR. DAVID BARROW: I'm going to say  
10 probably, yes.

11 MS. KATE MCGRANN: Could it have been  
12 somebody from the Town?

13 MR. DAVID BARROW: No.

14 MS. KATE MCGRANN: Why not?

15 MR. DAVID BARROW: I don't -- I wasn't  
16 talking to anybody at the Town, so it would have been  
17 either -- probably Paul or Abby.

18 MS. KATE MCGRANN: Okay. If we could  
19 to paragraph 466.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: This section of the  
24 Foundation Document speaks to the intermediary  
25 contract that Green Leaf and BLT signed. If you look



1 at paragraph 466 it describes that that agreement was  
2 dated August 27th, 2012.

3 Do you recall at what point in the day  
4 that agreement was signed by BLT?

5 MR. DAVID BARROW: No.

6 MS. KATE MCGRANN: Do you remember if  
7 you signed it before or after Council voted to proceed  
8 with the sole-source procurement on the Sprung  
9 buildings?

10 MR. DAVID BARROW: I don't know if I -  
11 - can I see the document? Did I sign it?

12 MS. KATE MCGRANN: Pull it up, it's  
13 CJI7627.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: And I believe that  
18 the signature page is on the last page. Do you know  
19 whose signature that is?

20 MR. DAVID BARROW: Yes. It's not  
21 mine. It's actually Mark's.

22 MS. KATE MCGRANN: Okay. Do you know  
23 when Mr. Watts signed this agreement?

24 MR. DAVID BARROW: No. I don't know  
25 what time it was.

1 MS. KATE MCGRANN: Okay. Leaving the  
2 time aside, I believe the question is before or after  
3 Council voted to proceed with sole sourcing the two  
4 (2) construction projects?

5 MR. DAVID BARROW: I couldn't tell  
6 you. I wasn't present at the time, so I don't know.

7 MS. KATE MCGRANN: Did you attend the  
8 Council meeting on August 27th, 2012?

9 MR. DAVID BARROW: Yes.

10 MS. KATE MCGRANN: We know that Mr.  
11 Lloyd made a presentation to Town Council at the  
12 August 27th, 2012, meeting.

13 Do you have any recollection of him  
14 referring to BLT in his presentation?

15 MR. DAVID BARROW: Referring  
16 something?

17 MS. KATE MCGRANN: Referring to your  
18 company, the company that the Town will be signing a  
19 contract with, in his presentation to Council.

20 MR. DAVID BARROW: I don't recall.

21 MS. KATE MCGRANN: Did anyone suggest  
22 to you or anyone at BLT that you should be part of  
23 making the presentation since you were the party that  
24 the Town would be entering the contract with?

25 MR. DAVID BARROW: No. It was

1 basically Sprung was the main building and that's who  
2 would be contributing the information.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: I'm going to pull  
7 the intermediary contract up one (1) more time. I  
8 just have a couple of questions for you about that  
9 document, and it's at CJI7627.

10

11 (BRIEF PAUSE)

12

13 MS. KATE MCGRANN: If we could just  
14 scroll down. Keep going. I want to look at the third  
15 whereas clause that's on the screen right now, which  
16 reads:

17 "And whereas Green Leaf is in the  
18 business, among other things, of  
19 acting as an intermediary in  
20 bringing companies like BLT into  
21 contact with third parties in  
22 situations where the needs of these  
23 third parties may be met by the  
24 products and services that BLT has  
25 to offer."

1                   What information were you given about  
2 Green Leaf's experience in doing what's described  
3 here?

4                   MR. DAVID BARROW:   That would just be  
5 with Paul, for what he was -- done before. He was  
6 part of Council and he kind of knew which way the --  
7 I've lost thought here.

8                   MS. KATE MCGRANN:   Okay.

9                   MR. DAVID BARROW:   Yeah. I guess just  
10 that he was the person that was on Council, like I  
11 said before, and MP, and he'd seen this done before.

12                  MS. KATE MCGRANN:   And maybe then we  
13 can shortcut through going through all these whereas  
14 clauses.

15                  MR. DAVID BARROW:   Okay.

16                  MS. KATE MCGRANN:   Is it the case that  
17 the only information you got about Ms. Stec, Mr.  
18 Bonwick, Green Leaf, its business and experiences, the  
19 information that you described to us that was given to  
20 you at the July 27th meeting that BLT had with Green  
21 Leaf and Sprung?

22                  MR. DAVID BARROW:   July 27th.

23                  MS. KATE MCGRANN:   July 26th. Thank  
24 you.

25                  MR. DAVID BARROW:   Well, I did get

1 that, yes.

2 MS. KATE MCGRANN: Were you provided  
3 with any additional information at any point before  
4 you signed this contract -- or BLT, sorry, signed this  
5 contract with Green Leaf about Green Leaf's experience  
6 and -- or that of Ms. Stec and Mr. Bonwick?

7 MR. DAVID BARROW: I don't believe so.

8 MS. KATE MCGRANN: If we could scroll  
9 down to page 2. I want to look at paragraph two here.

10 "Green Leaf agrees to provide the  
11 following services."

12 Can you scroll down because I think we  
13 can get the whole section on the page. There's five  
14 (5) subsections here, and I'm just going to run  
15 through them quickly with you.

16 The services that Green Leaf agrees to  
17 provide under this agreement are providing names and  
18 contact information of third parties that it believes  
19 would benefit from the services and materials that BLT  
20 has to offer.

21 Those third parties under paragraph 3  
22 are to be third parties that Green Leaf knows or  
23 believes have not had a prior business relationship or  
24 ongoing business relationship or business discussions  
25 with respect to the business deal that Green Leaf

1 proposes.

2                   In this case, we know that Sprung was  
3 already talking to the Town. You had already spoken  
4 to members of the Town earlier in June 2012. Sprung  
5 had spoken to you about working on a turnkey solution  
6 for the Town.

7                   Will you agree with me that BLT did not  
8 introduce you to anyone in connection with the  
9 Collingwood deals that you weren't already in  
10 discussions with either directly or through Sprung --  
11 Green Leaf, sorry.

12                   Will you agree with me that Green Leaf  
13 didn't introduce BLT to anyone in connection with the  
14 Collingwood construction deals that BLT wasn't already  
15 speaking to, either directly or through Sprung?

16                   MR. DAVID BARROW: I guess I would  
17 agree with you.

18                   MS. KATE MCGRANN: And then can we go  
19 to section 6, which is at the bottom of page 3?

20

21                   (BRIEF PAUSE)

22

23                   MS. KATE MCGRANN: I want to look at  
24 this provision which provides that BLT agrees that it  
25 will treat the following information as strictly

1 confidential, whether or not a contract is ultimately  
2 entered into between BLT and a third party introduced  
3 by Green Leaf, specifically Section B, details on any  
4 compensation paid by BLT to Green Leaf.

5 Do you know who requested that that  
6 provision be included in this agreement?

7 MR. DAVID BARROW: I'm not sure who  
8 wrote the full agreement. I would assume somebody at  
9 Green Leaf.

10 MS. KATE MCGRANN: Did you have any  
11 understanding as to why this confidentiality provision  
12 about the compensation that BLT paid to Green Leaf was  
13 included?

14 MR. DAVID BARROW: Sorry, repeat that  
15 again.

16 MS. KATE MCGRANN: Do you know why  
17 this -- this section was included in the agreement?

18 MR. DAVID BARROW: I don't know why,  
19 other than it's there.

20 MS. KATE MCGRANN: Do you remember  
21 being aware that there was a requirement under this  
22 agreement for BLT to keep its payment to Green Leaf  
23 secret?

24 MR. DAVID BARROW: No, I don't recall  
25 that.

1 MS. KATE MCGRANN: If we could scroll  
2 up. One (1) question about the compensation. If you  
3 look at subparagraph 5(c) in the middle of the page  
4 there, it says:

5 "Compensation is not to be paid to  
6 Green Leaf by way of direct or  
7 redirected deposit or advanced by  
8 the third party."

9 In this case that would be the Town of  
10 Collingwood. So Green Leaf is not to be paid by the  
11 Town of Collingwood. It's to be paid by BLT, from  
12 BLT.

13 Do you know why that provision was  
14 included in this agreement?

15 MR. DAVID BARROW: I guess they wanted  
16 to get payment from BLT.

17 MS. KATE MCGRANN: Okay. I understand  
18 you're guessing. Do you have any information about  
19 why this was included here?

20 MR. DAVID BARROW: No.

21 MS. KATE MCGRANN: Okay. When Ms.  
22 Stec appeared and gave evidence, she gave evidence  
23 that Mr. Bonwick told her that there may be a  
24 perceived conflict of interest if Mr. Bonwick's  
25 company, Compenso Communications, did the work for BLT



1 on the Collingwood projects.

2 Did you ever have any discussions about  
3 that topic with Mr. Bonwick or anybody else?

4 MR. DAVID BARROW: No.

5 MS. KATE MCGRANN: Could we look at  
6 paragraph 537 of the Foundation Document, please?

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: This paragraph  
11 describes that on August 29th, 2012, you sent Ms. Stec  
12 four (4) budgets for the Collingwood projects, two (2)  
13 for the pool and two (2) for the arena, free  
14 structure. One (1) budget had line-by-line items with  
15 the cost set out for each item, and we looked at that  
16 earlier today with all of the detailed information for  
17 each line item, unit cost, total cost, et cetera. And  
18 the other budget simply listed the line items but  
19 didn't provide any of the cost information.

20 Remember that?

21 MR. DAVID BARROW: Correct.

22 MS. KATE MCGRANN: Okay. So that --  
23 that was the attachment to the email that's described  
24 here, and in your email you write:

25 "Hi, all."

1 Scroll down.

2 "Please see the following pricing.

3 I have attached both with line items  
4 and without."

5 And I take it you meant with the cost  
6 associated with the line items and without?

7 MR. DAVID BARROW: Correct.

8 MS. KATE MCGRANN: And you say:

9 "I think for certain people, it  
10 should only be the total number  
11 rather than the questions on why  
12 this, that, and so on."

13 Who were you referring to there, which  
14 certain people?

15 MR. DAVID BARROW: What I found in any  
16 budget I did with anybody is if you give them a line-  
17 by-line item, they always seem to look at numbers and  
18 say why this is so high, but never the numbers and say  
19 why is this so low, so that was my suggestion on --  
20 that was just a suggestion.

21 MS. KATE MCGRANN: Okay. Did you  
22 receive a response from Ms. Stec?

23 MR. DAVID BARROW: I don't remember,  
24 but if you have something that I can look at.

25 MS. KATE MCGRANN: I'm going to turn

1 now to the contract itself. It's at CJI207516.

2

3 (BRIEF PAUSE)

4

5 MS. KATE MCGRANN: And if we could go  
6 -- so this is the contract that BLT signed with the  
7 Town. If we could go to page 36 of this document.  
8 Going all the way down. What I'm looking for is the -  
9 - the budgets appended to the contract. There we go.

10 So what we see is, what ends up being  
11 attached to the contract is -- scroll down -- budgets  
12 with descriptions but not the cost information about  
13 any of the line items. Just end up getting the  
14 totals.

15 Do you recall if the Town raised this  
16 with you at all, asked that the detailed budgets with  
17 all of the cost information be appended in the  
18 contract?

19 MR. DAVID BARROW: Not in the contract  
20 but I think we gave them all the numbers after.

21 MS. KATE MCGRANN: And do you remember  
22 why you did that?

23 MR. DAVID BARROW: I believe they  
24 asked later --

25 MS. KATE MCGRANN: Do you recall who

1 made that --

2 MR. DAVID BARROW: -- or we offered, I  
3 think it was.

4 MS. KATE MCGRANN: So after the  
5 contract's been signed --

6 MR. DAVID BARROW: Yeah.

7 MS. KATE MCGRANN: -- then things are  
8 set you provide them with the -- the information?

9 MR. DAVID BARROW: Yes. I believe it  
10 was either asked or we offered. I can't remember  
11 which one it was.

12 MS. KATE MCGRANN: Could we look at  
13 paragraph 554, please?

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: There are two (2)  
18 emails in this paragraph, or an email chain. What I'm  
19 interested in is the email from Mr. Bonwick to you  
20 that's set out here in the paragraph, where he writes:

21 "Please review Abby's invoicing for  
22 approval. I would suggest, subject  
23 to your approval, that you have a  
24 cheque prepared and bring with you  
25 for payment. If Collingwood has

1                   your draw, then you can provide  
2                   Green Leaf the payment. If the Town  
3                   cheque is not ready, just keep the  
4                   Green Leaf cheque until you receive  
5                   yours."

6                   I'm just trying to understand what  
7                   cheque he's talking about that he wants you to have  
8                   ready there? Do you remember what this was about?

9                   MR. DAVID BARROW: This I guess would  
10                  be his compensation.

11                  MS. KATE MCGRANN: And we see that  
12                  he's ultimately paid by way of wire transfer. Do you  
13                  remember what was happening with the cheque?

14                  MR. DAVID BARROW: I believe he --  
15                  afterwards, he -- he gave me back the cheque.

16

17                                 (BRIEF PAUSE)

18

19                  MS. KATE MCGRANN: Scroll down.

20

21                                 (BRIEF PAUSE)

22

23                  MS. KATE MCGRANN: What we see it that  
24                  BLT has produced two (2) invoices from Green Leaf.  
25                  They're both labelled, "Invoice 100." They're both

1 labelled, "Project 101." And they both reference the  
2 agreement between BLT Construction Services Inc. and  
3 Green Leaf Distribution Inc. dated October -- August  
4 27th, 2012.

5 They set out different descriptions of  
6 what Green Leaf is being paid for. So, if we could  
7 look at CJI7241.1.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: Here we've got  
12 Green Leaf invoice 101, project 101, the date, BLT  
13 Construction Services Inc. Scroll down.

14 "As per the agreement between BLT  
15 Construction Services Inc. and Green  
16 Leaf Distribution Inc. -- and it  
17 just says -- fees for service."

18 Sets out a number for the pool, a  
19 number for the arena, subtotal HST. The total is  
20 seven hundred and fifty-six thousand seven hundred and  
21 forty dollars and forty-two cents (\$756,740.42).

22 And then if we look at the other  
23 invoice, it's at CJI7241\_0001.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Again, it's a Green  
2 Leaf invoice for invoice 101, project 101 dated August  
3 30th, 2012. If you scroll down, you see the same  
4 language here under, "Fees and terms," but under,  
5 "Fees for service," it's got, "LEED Consulting,  
6 project management," for -- plus HST, totalling the  
7 same amount, seven hundred and fifty-six thousand  
8 seven hundred and forty dollars and forty-two cents  
9 (\$756,740.42).

10 Do you recall receiving two (2)  
11 different invoices from Green Leaf?

12 MR. DAVID BARROW: I don't.

13 MS. KATE MCGRANN: Do you recall which  
14 of these two (2) invoices you did receive in pay?

15 MR. DAVID BARROW: The first one (1).  
16

17 (BRIEF PAUSE)

18  
19 MS. KATE MCGRANN: If we go to  
20 paragraph 561 of the Foundation Document.  
21

22 (BRIEF PAUSE)

23  
24 MS. KATE MCGRANN: We see that in  
25 BLT's cost entries by job documents, those payments

1 are recorded as, "Construction management fees."

2 Do you know why those payments were  
3 recorded as, "Construction management fees," in BLT's  
4 documents?

5 MR. DAVID BARROW: I don't know why  
6 they would be recorded under that. We might not have  
7 had a consulting fee number at that point.

8

9 (BRIEF PAUSE)

10

11 MS. KATE MCGRANN: Can we go to  
12 paragraph 663, please?

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: This paragraph --  
17 before I jump into it, we've now moved forward in  
18 time. So, the Town and BLT have signed the  
19 construction agreement. The Town's paid BLT. BLT's  
20 paid Green Leaf.

21 It's September 21st, 2012. Mr.  
22 Houghton is forwarding a letter from a Collingwood  
23 resident to Mr. Watts and yourself. And he writes:

24 "This is one (1) of the three (3)  
25 people we've been dealing with. You



1                   can see how widespread his email is  
2                   sent. And I believe he is  
3                   challenging your patent."

4                   And you respond to Mr. Houghton  
5   recalling you. As I look at this, I realize I should  
6   show you the paragraph ahead of time so you can  
7   understand what Mr. Houghton's talking about.

8                   So, if we could scroll back up to 661.  
9   The correspondence from Mr. Berman that he's talking  
10   about -- sorry, one (1) more, 661. The correspondence  
11   from Mr. Berman that Mr. Houghton had forwarded to you  
12   is an open letter that was sent to a number of  
13   recipients. The subject line was, "Please help the  
14   Town of Collingwood."

15                  And if you scroll down, the letter is  
16   summarized here. It basically says that the Town  
17   signed the contract with Sprung very shortly after  
18   council's vote to proceed with Strung (sic).

19                  He makes some comments about contact  
20   he's received from another company. And he includes  
21   questions that he said that council was avoiding  
22   answering. And he writes:

23                         "We need to know why the Town  
24                         decided to sole source a contract  
25                         worth millions of dollars of our

1 money without our consultation.

2 Please help us get these questions  
3 answered before our money is spent  
4 and ground has been broken."

5 So, Mr. Houghton forwards this  
6 correspondence to you and says he thinks that Mr.  
7 Berman ca -- challenging your patent. And you  
8 respond, "We're calling you."

9 You forward that email chain on to Tom  
10 Lloyd and Mr. Waddell. Do you remember if the phone  
11 call that you say is going to take place actually took  
12 place?

13 MR. DAVID BARROW: I believe it did,  
14 yes.

15 MS. KATE MCGRANN: Can you tell us  
16 what was discussed on that call?

17 MR. DAVID BARROW: It was discussed,  
18 the patent and that we thought there was no  
19 challenging the patent.

20 MS. KATE MCGRANN: Okay. Anything  
21 else discussed other than the Sprung patents?

22 MR. DAVID BARROW: Just the Sprung  
23 patents.

24 MS. KATE MCGRANN: If we can scroll  
25 down to paragraph 664. Mr. Waddell chimes in on this

1 email chain. He forwards it to yourself and Mr.

2 Watts. And he writes:

3 "This is not good at all. We had  
4 better cover ourselves very quickly  
5 and prepare to address the cost  
6 implications of abandoning ship."

7 He goes on to -- to make some comments  
8 about getting some information to Mr. Houghton. He  
9 says:

10 "Read it over and over. As concrete  
11 as we can make our deal with the  
12 Town, the reality is the Town blew  
13 it in the eyes of the taxpayer."

14 And then he writes, The second we  
15 release this contract there's going to be a hurricane.  
16 I'm paraphrasing.

17 Do you remember what about the contract  
18 Mr. Waddell was concerned about being released?

19 MR. DAVID BARROW: I'm not sure what  
20 he was referring to.

21 MS. KATE MCGRANN: All right. Can we  
22 look at paragraph 623, please?

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: This is an email  
2 exchange between Mr. Houghton and Tom Lloyd, of  
3 Sprung, in which you're not copied. But I want to  
4 show it to you. And then I want to ask you some  
5 questions about whether you were involved in any  
6 conversations like this one (1).

7 So, on September 7th, 2012, Mr.  
8 Houghton sent Mr. Lloyd an email writing:

9 "I have a sensitive and confidential  
10 question to ask you. Earlier today,  
11 I heard a rumour that the mayor's  
12 brother (Paul Bonwick) benefited  
13 from Council's decision to purchase  
14 from Sprung.

15 Can you tell me if he's been paid by  
16 Sprung for his alleged involvement?"

17 I'm going to stop right there. Do you  
18 remember hearing any rumours that Mr. Bonwick had  
19 benefited from Council's decision to purchase from  
20 Sprung in and around this time, September 7th, 2012?

21 MR. DAVID BARROW: Explain that. What  
22 do you mean by "rumours"?

23 MS. KATE MCGRANN: I'm not sure how to  
24 -- to explain that word to you, that people were  
25 talking about this in Town.

1 MR. DAVID BARROW: I heard, yes.

2 MS. KATE MCGRANN: Okay. Who did you  
3 hear that from?

4 MR. DAVID BARROW: I had heard it from  
5 -- I don't remember, actually. I just -- I know that  
6 it was being talked about.

7 MS. KATE MCGRANN: Do you remember the  
8 -- discussing the fact that this was being talked  
9 about with anyone on staff?

10 MR. DAVID BARROW: No.

11 MS. KATE MCGRANN: Did you have any  
12 discussions with the fact that there were rumours  
13 about Mr. Bonwick benefiting from Council's decision  
14 to purchase from Sprung with Mr. Houghton.

15 MR. DAVID BARROW: I -- Tom may have  
16 said something to me. I don't remember.

17 MS. KATE MCGRANN: Okay. What about  
18 Ed Houghton? Did you have any conversations with him?

19 MR. DAVID BARROW: I don't believe so.

20 MS. KATE MCGRANN: Do you remember  
21 having the reaction that the rumours were true, that  
22 Mr. Bonwick did benefit from Council's decision to  
23 proceed with Strung -- Sprung?

24 MR. DAVID BARROW: Did I have a  
25 reaction to it?

1 MS. KATE MCGRANN: Yeah. Do you  
2 remember reacting that, yeah, that's true, you know?

3 MR. DAVID BARROW: Yeah.

4 MS. KATE MCGRANN: Did you talk with  
5 anybody about that?

6 MR. DAVID BARROW: No.

7 MS. KATE MCGRANN: If you scroll down,  
8 you see Mr. Lloyd responds to Mr. Houghton that day.

9 "There's absolutely no relationship  
10 between Mr. Bonwick and Sprung.

11 There have been no payments of any  
12 type made to Paul Bonwick by

13 Sprung."

14 Did Mr. Houghton ever send you an email  
15 asking if your company had paid Paul Bonwick?

16 MR. DAVID BARROW: I don't believe so.

17 MS. KATE MCGRANN: To your knowledge,  
18 did Mr. Houghton know that your company had paid Paul  
19 Bonwick?

20 MR. DAVID BARROW: I don't believe so.

21 MS. KATE MCGRANN: Is that something  
22 that you ever discussed with him?

23 MR. DAVID BARROW: No, I've never  
24 discussed it with him.

25 THE HONOURABLE FRANK MARROCCO: I'm

1 sorry, did -- did they not know that Mr. Bonwick was  
2 representing -- was assisting your company?

3 MR. DAVID BARROW: Yes, but I have  
4 never said how much or if it was a fee or -- nobody  
5 had even asked.

6 THE HONOURABLE FRANK MARROCCO: They  
7 wouldn't have thought he was doing -- they wouldn't  
8 have thought he was doing it for free, would they?

9 MR. DAVID BARROW: Yeah. I wouldn't  
10 have thought that either, but nobody had asked me  
11 though.

12

13 (BRIEF PAUSE)

14

15 CONTINUED BY MS. KATE MCGRANN:

16 MS. KATE MCGRANN: If we could go to  
17 paragraph 907 of the Foundation --

18 THE HONOURABLE FRANK MARROCCO: Just -  
19 - just one (1) other question before we do that. Were  
20 you aware of that email correspondence at the time?

21 MR. DAVID BARROW: I don't believe so,  
22 no.

23

24 CONTINUED BY MS. KATE MCGRANN:

25 MS. KATE MCGRANN: Could we go to

1 paragraph 911 of the Foundation Document, please?

2 This paragraph and the paragraphs that follow describe  
3 a break-in at Centennial pool in which someone caused  
4 a tear in the membrane -- entered through the tear and  
5 drove a scissor lift into the pool.

6 Do you recall that?

7 MR. DAVID BARROW: Oh, yes.

8 MS. KATE MCGRANN: And as a part of  
9 this, some members of Council start raising questions  
10 about a Sprung shield and the fact that there wasn't a  
11 Sprung shield involved or included in the pool and  
12 arena building. Do you recall that?

13 MR. DAVID BARROW: Yeah. I recall  
14 that, yes.

15 MS. KATE MCGRANN: What do you  
16 remember about when the Town made the decision to not  
17 include the Sprung shield in the building?

18 MR. DAVID BARROW: I don't recall the  
19 exact timing, but I do recall them saying that the  
20 areas that the -- both Sprungs were going into were  
21 low vandalism -- not high end vandalism areas, and  
22 they did not think that the amount for the Sprung  
23 warranted the spending of the money.

24 MS. KATE MCGRANN: Do you remember who  
25 voiced that opinion?



1 MR. DAVID BARROW: It was at a Council  
2 meeting, and I believe --

3 MS. KATE MCGRANN: It was in a Council  
4 meeting?

5 MR. DAVID BARROW: Not -- when I say  
6 "Council," I mean Town's people. Sorry. I guess I  
7 should word my words better. Whoever that group of  
8 people were that were with the Town for -- not the  
9 Council themselves but -- like Ed Houghton and those  
10 people. They were -- they were the ones that were  
11 saying that no, they didn't think it warranted it.

12 MS. KATE MCGRANN: Okay. Do you  
13 remember whether that discussion took place before or  
14 after Council voted to proceed with Sprung and BLT?

15 MR. DAVID BARROW: That was before.

16 MS. KATE MCGRANN: Your evidence is  
17 that you only attended one (1) meeting with people  
18 from the Town, and it was on July 26th.

19 MR. DAVID BARROW: Then it was  
20 probably discussed at that meeting.

21 THE HONOURABLE FRANK MARROCCO: Can  
22 you tell me what BL -- what the cost would be of --  
23 what the additional -- or fees you would have been put  
24 to put that shield around the structure approximately?

25 MR. DAVID BARROW: For both

1 structures?

2 THE HONOURABLE FRANK MARROCCO: For  
3 both structures.

4 MR. DAVID BARROW: I'm going to say  
5 300 -- 350,000. Somewhere around there.

6 THE HONOURABLE FRANK MARROCCO: I  
7 appreciate that sort of an approximation as you sit  
8 there. But thank you.

9 MR. DAVID BARROW: Yeah.

10

11 CONTINUED BY MS. KATE MCGRANN:

12 MS. KATE MCGRANN: And can you provide  
13 an approximate cost of what it would have cost to put  
14 them in after the structures had been erected?

15 MR. DAVID BARROW: Four hundred  
16 thousand (400,000) maybe?

17 MS. KATE MCGRANN: If we could go to  
18 paragraph 923, please? So still talking about the  
19 Sprung shield. At this point in time on July 22nd,  
20 2013, Mr. Martin from the Town emails you and asks why  
21 the shield wasn't included in the project.

22 If we can scroll down, you reply  
23 that -- just a little bit. Scroll back up again. You  
24 reply that BLT had discussed the matter in a meeting  
25 with Mr. Houghton, Ms. Leonard, and Mr. Irwin way back

1 before the building was being erected.

2 Then you go to explain that the cost  
3 was too high, and they said vandalism was very low,  
4 and they didn't think it was an issue.

5 Do you remember sending this email?

6 MR. DAVID BARROW: Yes.

7 MS. KATE MCGRANN: Okay. And does  
8 that accurately describe what you remembered of the  
9 meeting?

10 MR. DAVID BARROW: Correct.

11 MS. KATE MCGRANN: Okay. So if we go  
12 to paragraph 924, we see that Mr. Martin forwarded  
13 your response to the EMC asking if they agreed with  
14 your comments. Mr. Houghton responded directly to you  
15 and you alone stating that there was a conversation  
16 about the aluminum shield but that the group was much  
17 larger than you suggested.

18 He identified reasons why the Town  
19 didn't include the shield, including that the membrane  
20 was very robust in itself and that anyone wanting to  
21 cut into it would certainly have to work at it, that  
22 anyone wishing into the building had other  
23 opportunities including the glass doors, and that any  
24 building can be broken into.

25 And he goes on:

1 "The discussion that went to the  
2 cost, which was substantial, then to  
3 the amount of vandalism expected,  
4 which we felt was less, and finally  
5 that it can be installed after the  
6 fact if vandalism proved to be an  
7 issue. I don't recall that it was  
8 going to be significantly more after  
9 the fact you have noted. I'm hoping  
10 you remember my points, and you  
11 revise your comments since this will  
12 be an issue."

13 Do you remember receiving this email?

14 MR. DAVID BARROW: I do.

15 MS. KATE MCGRANN: Did you have any  
16 discussions with Mr. Houghton about this email after  
17 he sent it to you?

18 MR. DAVID BARROW: I don't recall if I  
19 did, but I still say my first initial was at the first  
20 meeting. And there might have been talks about it  
21 later, but I'm not a hundred percent sure when that  
22 was.

23 MS. KATE MCGRANN: Okay. So  
24 Mr. Houghton sends you this email just before 3:00 on  
25 July 22nd.

1                   If we scroll down to the next paragraph  
2 at about quarter after 5:00 that same day, you send a  
3 second response, and in this response, you say:

4                   "This topic was brought up to us by  
5 Ed Houghton, Marjory Leonard, and  
6 Larry Irwin and roughly seven to  
7 eight other city staff members as  
8 well as Sprung and ourselves."

9                   Do you remember what "seven to  
10 eight other city staff members" you were referring to  
11 there?

12                   MR. DAVID BARROW:   No. But I don't  
13 recall this actually -- the meeting with that many  
14 people in there. But I might be confused on timing  
15 'cause I know we had another meeting which was in the  
16 town. I believe this -- this building with a bunch of  
17 people.

18                   MS. KATE MCGRANN:   And was that a  
19 meeting that took place after the contracts were  
20 signed?

21                   MR. DAVID BARROW:   Correct.

22                   THE HONOURABLE FRANK MARROCCO:   I just  
23 want to be sure I understand what you're saying. Do  
24 you still stand by this that it was those three (3)  
25 and seven (7) or eight (8) other city staff members

1 when there was this discussion around the shield and  
2 whether to have it or not, and that it was too  
3 expensive, and that it was a low vandalism area, and  
4 so on?

5 MR. DAVID BARROW: I believe it was  
6 talked about at that meeting, but I believe it was  
7 talked about before as well.

8 THE HONOURABLE FRANK MARROCCO: All  
9 right.

10 MS. KATE MCGRANN: And I --

11 THE HONOURABLE FRANK MARROCCO: So  
12 then from your perspective, lots of people knew that  
13 this decision had been made.

14 MR. DAVID BARROW: Correct.

15

16 (BRIEF PAUSE)

17

18 CONTINUED BY MS. KATE MCGRANN:

19 MS. KATE MCGRANN: I apologize. I  
20 just want to be sure that I understand. I understood  
21 your evidence to be that the decision was made not to  
22 include the Sprung shield at a Town meeting that you  
23 attended before Council voted to proceed.

24 Is that -- have I got that right?

25 MR. DAVID BARROW: Correct.

1 MS. KATE MCGRANN: I'm going to turn  
2 to summary document 2-8, table 2-8-4.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: This is a table  
7 that sets out the contractors that BLT paid for the  
8 work done in Collingwood. In particular, it's the  
9 contractors or subcontractors that were paid more than  
10 \$10,000, and they're listed from most amount paid to  
11 least amount paid.

12 So the highest payment made was to  
13 Sprung. The second highest payment was to  
14 Versatech Mechanical.

15 Can you tell us what that company did  
16 in respect of the two (2) projects?

17 MR. DAVID BARROW: I didn't award the  
18 contracts, but I do believe Versatech Mechanical did  
19 the full air systems in both buildings which is what  
20 you see there -- the HVAC system.

21 MS. KATE MCGRANN: The third highest  
22 payment was made to Green Leaf. Other than what  
23 you've already described to us today, did they do  
24 anything else in respect of the Collingwood projects?

25 MR. DAVID BARROW: No. Oh, wait a

1 second. There was a LEED they did in the middle.  
2 We -- well, I don't want to say the "middle" -- when  
3 we were partway through, we did a LEED study with them  
4 to see if the building -- 'cause there was interest to  
5 see if the -- the building would sustain LEED.

6 So we did do a LEED study with it, and  
7 there was a study done, and -- and it was determined  
8 that we would not carry on any further.

9 MS. KATE MCGRANN: Okay. It's my  
10 understanding that the budgets that were put together  
11 and accepted by the Town didn't envision any work to  
12 be done to obtain LEED certification.

13 MR. DAVID BARROW: Correct.

14 MS. KATE MCGRANN: After the contract  
15 was signed, were directions given or any steps taken  
16 to work towards a LEED certification or a LEED  
17 equivalency in either of those buildings?

18 MR. DAVID BARROW: Not a LEED, but we  
19 were trying to make it efficient as in we were putting  
20 LED lights, motion sensors, trying to recapture some  
21 energy, that type of things.

22 MS. KATE MCGRANN: You had -- you had  
23 spoken earlier today about the fact that the Sprung  
24 building envelopes had to be transported here from out  
25 west --



1 MR. DAVID BARROW: Correct.

2 MS. KATE MCGRANN: -- would impact the  
3 ability of the buildings to attain LEED equivalency,  
4 LEED certification.

5 Do you remember sharing that view with  
6 anybody at the Town before you undertook the LEED  
7 study part of the way through the construction?

8 MR. DAVID BARROW: No, because that's  
9 only part of the LEED. It could have still achieved  
10 LEED, but it didn't need the building to be part of  
11 it. It could have been any building. It still would  
12 have achieved LEED. Just because the points for the  
13 Sprung was not there doesn't mean they still couldn't  
14 achieve it.

15 MS. KATE MCGRANN: Okay. Was it your  
16 understanding that you could -- you could start  
17 working towards LEED certification at any point in the  
18 construction project and it would still be attainable?

19 MR. DAVID BARROW: No, but we just  
20 wanted to verify if we could at that point when we  
21 were at.

22 MS. KATE MCGRANN: And we can -- we  
23 have seen in the documents, and I can take you there  
24 if you want, that an architect firm named Yolles, like  
25 Y-O-L-L-E-S, was paid approximately twenty thousand

1 dollars (\$20,000) in respect of work done in respect  
2 of a LEED study on these buildings. Is that what  
3 you're talking about?

4 MR. DAVID BARROW: Correct.

5 MS. KATE MCGRANN: Do you know who  
6 ultimately -- did the Town pay for that?

7 MR. DAVID BARROW: No. BLT paid for  
8 that.

9 MS. KATE MCGRANN: Why did BLT pay for  
10 that?

11 MR. DAVID BARROW: We were curious  
12 ourselves to find out if we would receive a  
13 certification of any kind.

14 MS. KATE MCGRANN: And what was the --  
15 the result of that study?

16 MR. DAVID BARROW: I believe we were  
17 10 or 12 points away from a LEED certification,  
18 somewhere around there.

19 MS. KATE MCGRANN: Do you know which  
20 level LEED certification you were 10 or 12 points away  
21 from?

22 MR. DAVID BARROW: The basic  
23 certification.

24 THE HONOURABLE FRANK MARROCCO: I'm  
25 sorry, did you say basic?

1 MR. DAVID BARROW: Yeah, the basic  
2 certification.

3

4 CONTINUED BY MS. KATE MCGRANN:

5 MS. KATE MCGRANN: The fourth highest  
6 payment that BLT made to a subcontractor was to McNabb  
7 Construction. What work did that company do on the --  
8 the buildings?

9 MR. DAVID BARROW: Again, I didn't  
10 award the contract, so I think McNabb might have been  
11 their -- the excavation, I believe.

12 MS. KATE MCGRANN: Okay. Can we look  
13 at CJI7172? Scroll down.

14

15 (BRIEF PAUSE)

16

17 MS. KATE MCGRANN: This is an email  
18 from yourself to Rick Lloyd on November 7th, 2012.  
19 The subject's excavation. You write:

20 "Hi, Rick. We afforded the  
21 excavation package but have had no  
22 response if your brother is quoting.  
23 Can you check and see if he will be  
24 submitting a price?"

25 Do you recall sending this email?

1 MR. DAVID BARROW: Yes, I do.

2 MS. KATE MCGRANN: What excavation  
3 package are you referring to?

4 MR. DAVID BARROW: It would have been  
5 a drawing package.

6 MS. KATE MCGRANN: And what project  
7 was it in relation to?

8 MR. DAVID BARROW: I'm not sure if it  
9 was both or one, but it would have been either the  
10 pool or the arena, and it would not have been a full  
11 package. It would have been a base package.

12 MS. KATE MCGRANN: If I can -- for  
13 those who don't understand the difference between a  
14 full and base excavation package, can you help me out?

15 MR. DAVID BARROW: It would have been  
16 a base drawings just saying that we needed so much  
17 dirt pulled out and so much dirt put back in.

18 MS. KATE MCGRANN: Had you had any  
19 conversations with Rick Lloyd about his brother's  
20 company or the need for excavation on the Collingwood  
21 arena or pool site before you sent this email?

22 MR. DAVID BARROW: Rick Lloyd, yes.  
23 He had asked me if his -- I think it was his cousin or  
24 something could price the job, but I never got any  
25 response from him, so he didn't.

1 MS. KATE MCGRANN: Okay. And here  
2 you're referring to Mr. Lloyd's brother, and you say--

3 MR. DAVID BARROW: Okay, his brother,  
4 yeah.

5 MS. KATE MCGRANN: -- we've had no  
6 response of his brother's quoting. Do you know what  
7 the name of Mr. Lloyd's brother's company was?

8 MR. DAVID BARROW: I don't believe he  
9 gave me the company name. I believe he gave me the  
10 phone number.

11 MS. KATE MCGRANN: Do you recall if  
12 Mr. Lloyd's brother did provide a -- a quote for  
13 either the pool or the arena?

14 MR. DAVID BARROW: No, he didn't.

15 MS. KATE MCGRANN: Could we pull up --  
16 sorry, could we pull up TOC600373?

17 And while that's coming up, other than  
18 the email exchange that we saw you have with Mr. Lloyd  
19 there, did you have any discussions with him about any  
20 other work that he or his brother may quote on?

21 MR. DAVID BARROW: I don't believe so.

22 MS. KATE MCGRANN: Any other work  
23 outside of the projects in Collingwood that his  
24 brother might quote on?

25 MR. DAVID BARROW: No.

1 MS. KATE MCGRANN: Okay. This is an  
2 email -- scroll down to the bottom so we can see the  
3 email that starts this. It's just -- we'll just look  
4 at the text for now. Please scroll up to the top so  
5 we can see the sending information.

6 MR. BILL TRUDELL: Your Honour, and I  
7 don't want to -- could I address you? I don't want to  
8 interrupt My Friend, but I'm certain My Friend is  
9 aware of the caution that you brought to our attention  
10 yesterday, and I hope that we don't have to worry  
11 about it.

12 THE HONOURABLE FRANK MARROCCO: We'll  
13 soon find out. Carry on.

14

15 CONTINUED BY MS. KATE MCGRANN:

16 MS. KATE MCGRANN: This is an email  
17 that Mel Milanovic of the Town sent to yourself, Mr.  
18 Waddell, and Mr. Lloyd of Sprung on September 5th,  
19 2019, with a copy to Dean Collver of the Town. The  
20 subject is Centennial Aquatic Centre, and if you  
21 scroll down, he writes that:

22 "The Town has started the process to  
23 re-tiling the change rooms at the  
24 pool, and we wanted to show you what  
25 we found."

1                   He goes on to explain issues that the  
2 Town has encountered with the tiling in the change  
3 room. He notes that Collingwood's facilities are your  
4 flagship buildings when it comes to arenas and pools.  
5 Is that an accurate statement?

6                   MR. DAVID BARROW:     Correct.

7                   MS. KATE MCGRANN:     And he says:

8                   "The groups that I tour through  
9                   these facilities or that call to  
10                  inquire about them are asking about  
11                  the quality of workmanship and the  
12                  longevity of the materials used."

13                  Has BLT ever asked the Town to take  
14 groups through the two (2) facilities to show them  
15 what -- what you --

16                  MR. DAVID BARROW:     We have, yes.

17                  MS. KATE MCGRANN:     Okay. And is the  
18 Town generally cooperative with those requests?

19                  MR. DAVID BARROW:     They are very  
20 cooperative.

21                  MS. KATE MCGRANN:     Do you find those  
22 tours are beneficial to your business?

23                  MR. DAVID BARROW:     Yes.

24                  MS. KATE MCGRANN:     And then he goes on  
25 to -- to give you some more information, including

1 that the Town has spent just over \$400,000 in the last  
2 three (3) years. Do you recall receiving this email?

3 MR. DAVID BARROW: Yes.

4 MS. KATE MCGRANN: What was your  
5 reaction to receiving this email?

6 MR. DAVID BARROW: I was really  
7 shocked.

8 MS. KATE MCGRANN: Why was that?

9 MR. DAVID BARROW: I had never heard  
10 of any problems in the pool till this email.

11 MS. KATE MCGRANN: Is this the first  
12 time the Town had reached out to you about any issues  
13 that arose or any renovations or repairs made to the  
14 pool building since BLT handed the building over?

15 MR. DAVID BARROW: In regards to  
16 these, yes.

17 MS. KATE MCGRANN: Okay. Generally,  
18 though? Had you heard from the Town about other  
19 issues that -- that it was addressing?

20 MR. DAVID BARROW: We did repair -- a  
21 gentleman, I guess it was on the Elvis Day, dropped a  
22 weight belt through the Sprung while skydiving, and we  
23 had to go back and repair that.

24 THE HONOURABLE FRANK MARROCCO: El --  
25 Elvis?



1 MR. DAVID BARROW: Somebody was  
2 skydiving.

3 THE HONOURABLE FRANK MARROCCO: Elvis  
4 -- Elvis entered the building?

5 MR. DAVID BARROW: No. No, Elvis --  
6 somebody was skydiving and had a weight belt that came  
7 off of them as they were doing it, and it went through  
8 the -- the membrane -- or the first layer; it didn't  
9 go through the second -- as it dropped.

10 MR. BILL TRUDELL: Just one (1) Elvis,  
11 not six thousand (6,000).

12 MR. DAVID BARROW: Yeah. That's a  
13 lot.

14

15 CONTINUED BY MS. KATE MCGRANN:

16 MS. KATE MCGRANN: Okay. Other than -  
17 - other than repairing the -- the Elvis damage?

18 MR. DAVID BARROW: I have been back to  
19 put on some doorways for wind. They wanted some extra  
20 doorways put on, so I was contracted to come back and  
21 put the new doorways in. When I say "doorways," it's  
22 like a hallway that blocks the wind from the main  
23 doors.

24 MS. KATE MCGRANN: M-hm.

25 MR. DAVID BARROW: And -- and then

1 another time a while back they asked me to repair some  
2 small puncture holes that they thought was done either  
3 by a rodent or a shovel, so I came back and actually  
4 did that.

5 MS. KATE MCGRANN: Anything else?

6 MR. DAVID BARROW: No, that's it.

7 MS. KATE MCGRANN: Can we turn up  
8 TOC600372? This is a staff report -- staff report PRC  
9 2019-13, and if we'd scroll down to the amendments,  
10 and it reads here:

11 "During an update to the Corporate  
12 and Community Services Standing  
13 Committee, it was requested that a  
14 total value of all unplanned  
15 expenditures at the CAC [and that's  
16 the Centennial Aquatic Centre] be  
17 shared along with this report."

18 And there are several items listed  
19 there, with a total associated cost of \$360,518. The  
20 tile issue that we had just looked at corresponds  
21 about, I believe, it's at the bottom.

22 Were you familiar with any of these  
23 other -- any of the other things listed here?

24 MR. DAVID BARROW: No, not until  
25 this email.

1 MS. KATE MCGRANN: Okay, so you didn't  
2 receive any contact from the Town about any of the  
3 other items listed in that amendments box?

4 MR. DAVID BARROW: Correct.

5 MS. KATE MCGRANN: Those are my  
6 questions.

7 THE HONOURABLE FRANK MARROCCO: We'll  
8 take ten (10) minutes and then start the cross-  
9 examination.

10

11 --- Upon recessing at 3:05 p.m

12 --- Upon resuming at 3:15 p.m.

13

14 CROSS-EXAMINATION BY MR. FREDERICK CHENOWETH:

15 MR. FREDERICK CHENOWETH: Mr. Barrow --

16 MR. DAVID BARROW: Yes.

17 MR. FREDERICK CHENOWETH: -- my name  
18 is Chenoweth, Fred Chenoweth. I act on behalf of Mr.  
19 Houghton --

20

21 (BRIEF PAUSE)

22

23 MR. FREDERICK CHENOWETH: -- who  
24 apparently you know well, or know of, in any event.  
25 Just a few questions if I might, please.

1 THE HONOURABLE FRANK MARROCCO: It's  
2 your microphone that they were...

3

4 CONTINUED BY MR. FREDERICK CHENOWETH:

5 MR. FREDERICK CHENOWETH: Just a few  
6 questions if I might, please. And we could pull up  
7 the following document, if we could, please,  
8 TOC0512663, which is a copy of the actual contract  
9 that was signed August 30th.

10 You may not need the contract to -- to  
11 answer the questions I'm going to put to you in this  
12 respect. The question of performance bonds or what  
13 I'm told is otherwise called a construction bond, I  
14 think, the same thing.

15 Was there a construction bond as one  
16 (1) of the terms of BLT's contract for the Town of  
17 Collingwood in 2012?

18 MR. DAVID BARROW: No.

19 MR. FREDERICK CHENOWETH: Thank you.  
20 With respect to your design builds that you do with  
21 Sprung, does every construction contract have a  
22 performance bond?

23 MR. DAVID BARROW: No.

24 MR. FREDERICK CHENOWETH: All right.  
25 Can you assist with -- again, with respect to your

1 Sprung BLT contracts with clients what percentage of -  
2 - of your Sprung BLT design build contracts key --  
3 turnkey contracts have performance bonds?

4 MR. DAVID BARROW: I'm going to say  
5 maybe 10 percent.

6 MR. FREDERICK CHENOWETH: Only 10  
7 percent? All right. And -- and can you, just to  
8 assist the Commission, tell me why such a low percent  
9 would be the -- the norm with respect to performance  
10 bonds?

11 MR. DAVID BARROW: I'm not sure why  
12 individually they would do that. It's -- it's just  
13 not requested at any point.

14 MR. FREDERICK CHENOWETH: Right. I --  
15 I take it there's a cost to a performance bond?

16 MR. DAVID BARROW: Correct, there is.

17 MR. FREDERICK CHENOWETH: All right.  
18 And there -- and there's some questions as to -- and  
19 maybe you know this, maybe you don't. It's been  
20 suggested to me that there -- there may be some  
21 concerns about -- about the insurance companies and  
22 the insurance companies taking a difficult line in  
23 terms of -- of paying out on performance bonds, or do  
24 you know anything about that?

25 MR. DAVID BARROW: I don't know

1 anything about that.

2 MR. FREDERICK CHENOWETH: Thank you.

3 You mentioned Federal Government -- you mentioned  
4 military contracts and that you'd been involved in a  
5 number of military contracts in which Sprung products  
6 are used.

7 And I was just interested in the nature  
8 of the procurement process with respect to those  
9 projects. I take it they're generally -- the military  
10 contracts that is, are generally Federal government  
11 contracts?

12 MR. DAVID BARROW: They are.

13 MR. FREDERICK CHENOWETH: All right.  
14 And you described -- you had a unique way of  
15 describing what might otherwise be a sole source. You  
16 said that it would be only you and BLT -- I'm sorry,  
17 only BLT and Sprung and the client at the table?

18 MR. DAVID BARROW: Correct.

19 MR. FREDERICK CHENOWETH: Many of your  
20 Federal government military contracts in which BLT and  
21 Sprung and -- and the government, Federal government,  
22 were the only people at the table?

23 MR. DAVID BARROW: Correct.

24 MR. FREDERICK CHENOWETH: Was there a  
25 number of those?

1 MR. DAVID BARROW: Correct.

2 MR. FREDERICK CHENOWETH: All right.

3 So, that -- you're telling me that -- that -- and I'll  
4 ask you for a percentage in a moment. But you're  
5 telling me that many of your military Federal  
6 government contracts were not competitive contracts in  
7 terms of the procurement, but they were contracts in  
8 which only BLT, Sprung, and the Federal government  
9 were at the table?

10 MR. DAVID BARROW: Correct.

11 MR. FREDERICK CHENOWETH: All right.  
12 Can you assist me with the percentage of your Federal  
13 government military contracts that you were involved  
14 in with Sprung where only BLT, Sprung, and the  
15 Government at the table, what percentage?

16 MR. DAVID BARROW: Of the overall  
17 until 2012?

18 MR. FREDERICK CHENOWETH: Well, the  
19 ones, I don't know, since 2010. Maybe you can assist  
20 me with that.

21 MR. DAVID BARROW: Okay, just so I'm  
22 clarifying this, do you want to know up to 2012 or do  
23 you want to know be -- between a specific time?

24 MR. FREDERICK CHENOWETH: Well, could  
25 -- could you -- could you assist -- you might tell me

1 right up to 2012.

2 MR. DAVID BARROW: Up to 2012? Maybe  
3 25 to 30 percent.

4 MR. FREDERICK CHENOWETH: Thank you,  
5 that were not competitive and only the three (3) I  
6 mentioned at the table?

7 MR. DAVID BARROW: Okay, so this is  
8 other than military?

9 MR. FREDERICK CHENOWETH: No, I'm  
10 talking military. I'm just -- I'm just --

11 MR. DAVID BARROW: We're not --

12 MR. FREDERICK CHENOWETH: -- asking  
13 you a question about your Federal government military  
14 contracts. And I'm trying to get a sense of what  
15 percentage of those would have been --

16 MR. DAVID BARROW: Okay, under --

17 MR. FREDERICK CHENOWETH: -- contracts  
18 in which only BLT, Sprung, and the military were at  
19 the table.

20 MR. DAVID BARROW: Okay, I understand  
21 your question now. And that would be probably 100  
22 percent.

23 MR. FREDERICK CHENOWETH: Thank you.  
24 You mentioned Sprung BLT contracts that you had with  
25 three (3) schools --



1 MR. DAVID BARROW: Correct.

2 MR. FREDERICK CHENOWETH: -- Humber  
3 College, Durham College, and it may have been Toronto  
4 College, (sic) or something of that nature?

5 MR. DAVID BARROW: University. Sorry,  
6 Toronto University.

7 MR. FREDERICK CHENOWETH: University  
8 of Toronto?

9 MR. DAVID BARROW: Correct.

10 MR. FREDERICK CHENOWETH: Very good.  
11 Thank you. That is a Toronto college, no doubt. In  
12 any event, can you assist with respect to those three  
13 (3) projects?

14 Were they only BLT, Sprung, and the  
15 school at the table, or were they some sort of  
16 competitively bid RFP contracts?

17 MR. DAVID BARROW: They were just BLT  
18 and Sprung at the table.

19 MR. FREDERICK CHENOWETH: All right.  
20 So, the procurement process with respect to those  
21 three (3) school contracts that you talked about were  
22 also not a competitive procurement process?

23 MR. DAVID BARROW: Correct.

24 MR. FREDERICK CHENOWETH: Thank you.  
25 And I think you indicated that you got all three (3)

1 of those, I think?

2 MR. DAVID BARROW: Correct.

3 MR. FREDERICK CHENOWETH: Very good.

4 That's right. Now, we -- My Friend brought out a  
5 discussion with you about the collective BLT, Sprung,  
6 Green Leaf strategy, which meant that you were -- I  
7 take it -- it -- what I took from it was it meant that  
8 all three (3) of you were going to work together, and  
9 the result would be that all three (3) of you would  
10 have an involvement in -- in the result?

11 MR. DAVID BARROW: Correct.

12 MR. FREDERICK CHENOWETH: All right.  
13 And you indicated that -- that there was a concern  
14 raised at -- at some juncture that possibly Tom Lloyd  
15 was moving towards simply selling a Sprung roof to --  
16 to the Town of Collingwood possibly, and it wasn't  
17 clear, possibly without regard to BLT's position.

18 That was a concern?

19 MR. DAVID BARROW: Correct.

20 MR. FREDERICK CHENOWETH: All right.  
21 And you said that -- that, if that happened, that --  
22 that everyone would lose money?

23 MR. DAVID BARROW: Correct.

24 MR. FREDERICK CHENOWETH: And you  
25 seemed to mention that BLT might lose dough, that

1 Green Leaf might lose dough. I thought you also said  
2 that the -- the Town -- the Town might well lose  
3 money, as well?

4 MR. DAVID BARROW: Correct.

5 MR. FREDERICK CHENOWETH: All right.  
6 And I just -- I'm -- I'm asking you to expand on that  
7 a little bit. You said that you had a concern --  
8 first of all, you had some experience, you told us,  
9 with organizations or with projects in which the  
10 client had purchased directly from Sprung?

11 MR. DAVID BARROW: Correct.

12 MR. FREDERICK CHENOWETH: And tell me,  
13 am I correct understanding that your sense was that,  
14 as a bit -- as a bit of a general rule, when the  
15 client did that, it worked out badly and ended up  
16 costing the client more money?

17 MR. DAVID BARROW: Most times, it does  
18 end up costing them more money than what the initial  
19 set out budget would be or -- or they would purchase  
20 it for because they wouldn't have all the parts and  
21 components.

22 MR. FREDERICK CHENOWETH: All right.  
23 They wouldn't purchase it properly?

24 MR. DAVID BARROW: Correct.

25 MR. FREDERICK CHENOWETH: All right.

1 And I think you said that you had a concern with  
2 respect to the Town of Collingwood to bring it back to  
3 this project that the Town of Collingwood -- you were  
4 concerned they may not purchase the Sprung roof if  
5 they did it on their own properly.

6 MR. DAVID BARROW: Correct.

7 MR. FREDERICK CHENOWETH: All right.

8 And your concern was that they would lose money --

9 MR. DAVID BARROW: Correct.

10 MR. FREDERICK CHENOWETH: -- in the  
11 final result.

12 MR. DAVID BARROW: Yeah.

13 MR. FREDERICK CHENOWETH: It  
14 wouldn't -- they may well save the markup, but they're  
15 going to get themselves into a can of worms that might  
16 lead to additional costs.

17 MR. DAVID BARROW: Correct.

18 MR. FREDERICK CHENOWETH: All right.

19 And that was in keeping with -- your thoughts to the  
20 Town of Collingwood were obviously in keeping with  
21 your experience you'd had with clients purchasing  
22 directly from Sprung.

23 MR. DAVID BARROW: Correct.

24 MR. FREDERICK CHENOWETH: All right.

25 So I take it from what you've told us that you thought

1 the decision made by the Town from the Town's point of  
2 view, i.e., not to buy directly from Sprung, that was  
3 a right decision.

4 MR. DAVID BARROW: Yes.

5 MR. FREDERICK CHENOWETH: And in your  
6 view, it was in the Town's best interest in the  
7 circumstances that you saw in 2012 to proceed in that  
8 manner.

9 MR. DAVID BARROW: Correct.

10 MR. FREDERICK CHENOWETH: Thank you.  
11 I was interested, Mr. Barrow, your payment schedule  
12 with Sprung. When you order a roof from Sprung, buy a  
13 roof from Sprung, I take it you don't -- you don't  
14 order that textile roof until the time that a contract  
15 has been signed by the client.

16 MR. DAVID BARROW: Correct.

17 MR. FREDERICK CHENOWETH: Thank you.  
18 And when you make that order, I mentioned it in -- are  
19 your payment obligations to Sprung the same as any  
20 other Sprung client or do you know?

21 MR. DAVID BARROW: Yes, they are.

22 MR. FREDERICK CHENOWETH: Thank you.  
23 And what are your payment terms with Sprung when you  
24 put an order in for a Sprung roof when you've got the  
25 contract signed?

1 MR. DAVID BARROW: Fifty (50) percent  
2 on an order and 50 percent on delivery.

3 MR. FREDERICK CHENOWETH: Thank you.  
4 I think you actually told My Friend that through the  
5 course of your questions.

6 But you mentioned so that -- you  
7 mentioned that one of the reasons that you had, what  
8 would appear at first flush, to be a pretty aggressive  
9 payment schedule in these turnkey Sprung buildings was  
10 so you could pay trades.

11 MR. DAVID BARROW: Correct.

12 MR. FREDERICK CHENOWETH: All right.  
13 Would it be fair to say that given the fact that you  
14 had to put 50 percent up-front for the Sprung roof --  
15 I take it almost immediately after the contract was  
16 signed -- do I take it that was one (1) of the reasons  
17 of the necessity to pay them 50 percent of the cost of  
18 that roof?

19 Would that have been one (1) of the  
20 reasons why it would have been Sprung's wish -- or I'm  
21 sorry -- it would have been BLT's wish in any event to  
22 have a significant deposit of 25 percent?

23 MR. DAVID BARROW: Correct.

24 MR. FREDERICK CHENOWETH: Thank you.  
25 And so that was -- that was a payment schedule that

1 certainly BLT liked and pressed most of their clients  
2 to become involved in. Is that fair?

3 MR. DAVID BARROW: Yes.

4 MR. FREDERICK CHENOWETH: Thank you.

5 Now, you mentioned that at some juncture, a study was  
6 done with respect to what it would take to make the  
7 Collingwood two (2) buildings LEED certified.

8 MR. DAVID BARROW: Correct.

9 MR. FREDERICK CHENOWETH: And I think  
10 My Friend brought out that it was Yolles, a group of  
11 architects, that did that study on your behalf.

12 MR. DAVID BARROW: Correct.

13 MR. FREDERICK CHENOWETH: All right.  
14 Did that -- it's my sense that that study didn't arise  
15 out of -- and in fact you told us that BLT paid for  
16 the study.

17 MR. DAVID BARROW: Correct.

18 MR. FREDERICK CHENOWETH: All right.  
19 And the study, I had a sense, did not arise out of  
20 questions raised by the Town, or was it arising out of  
21 questions raised by the Town about LEEDs, or was it  
22 something that BLT did because this was a bit of model  
23 project, and it wanted to consider whether it could  
24 make it LEED certified?

25 MR. DAVID BARROW: It was --

1 Green Leaf had said that there was interest of LEED.

2 And so at the time, we said well, let's do a study and  
3 see where we would land on a LEED.

4 MR. FREDERICK CHENOWETH: Are you  
5 telling me that Green Leaf said there was interest by  
6 the Town in LEEDs, or there was just an interest in  
7 LEEDs generally?

8 MR. DAVID BARROW: That's what I was  
9 told. I was told there was interest in the Town of  
10 where -- if we tried LEED, what would we be at?

11 MR. FREDERICK CHENOWETH: All right.  
12 So that in the final analysis, the LEED study that was  
13 done was done to assist the Town with respect to their  
14 assessment as to whether or not they would choose to  
15 do a LEED certified building.

16 MR. DAVID BARROW: Yeah, I guess.

17 MR. FREDERICK CHENOWETH: All right.  
18 Thank you. And I take it following the study, they  
19 concluded that they would not proceed with a LEED's  
20 certified application?

21 MR. DAVID BARROW: Correct.

22 MR. FREDERICK CHENOWETH: All right.  
23 And did you have any pause with respect to those -- to  
24 that judgment?

25 MR. DAVID BARROW: No. We were still



1 fairly far off of the basic cert, so it still would  
2 have taken a lot of time and money to get to a  
3 certification level.

4 MR. FREDERICK CHENOWETH: All right.  
5 And I had a sense that you've been involved with a lot  
6 of structures on behalf of BLT Sprung, and there was  
7 some evidence on these matters through Tom Lloyd.

8 Do you have any sense of what  
9 percentage of your BLT Sprung turnkey operation  
10 clients actually go as far as choosing to obtain a  
11 certification?

12 MR. DAVID BARROW: With myself, it's  
13 been zero.

14 MR. FREDERICK CHENOWETH: Very good.  
15 Those are the questions, Your Honour. Thank you.

16 THE HONOURABLE FRANK MARROCCO: Thank  
17 you, Mr. Chenoweth. Mr. Marron...?

18 MR. GEORGE MARRON: I have no  
19 questions.

20 THE HONOURABLE FRANK MARROCCO: All  
21 right. Thank you. Mr. Neubauer...?

22 MR. ERIC NEUBAUER: I'll let --

23 THE HONOURABLE FRANK MARROCCO: Oh,  
24 you get to go last, right. Right on. Mr. Bonwick...?

25

1 (BRIEF PAUSE)

2

3 CROSS-EXAMINATION BY MR. PAUL BONWICK:

4 MR. PAUL BONWICK: Mr. Barrow, my name  
5 is Paul Bonwick, and I'm a participant here at the  
6 hearing.

7 And I want to thank you first and  
8 foremost for making time available to come in. I  
9 think the insight and information you are providing is  
10 extremely helpful for the purposes of the Inquiry.

11 Do you recall -- or do you recall  
12 during the meeting that took place at your office with  
13 BLT, Sprung, and myself discussions that centred  
14 around the possible opportunities of delivering these  
15 types of turnkey solutions to municipalities across  
16 Ontario -- including First Nation communities for that  
17 matter in Ontario and across the east coast?

18 MR. DAVID BARROW: Yes, I do.

19 MR. PAUL BONWICK: Do you recall  
20 during this time -- and I think you've alluded to  
21 it -- that there was a -- for a lack of a better  
22 description, I'll call it a \$35 million plus multi-use  
23 facilities proposal that had been worked on by a  
24 Steering Committee and presented to the Town of  
25 Collingwood?

1 MR. DAVID BARROW: Yes.

2 MR. PAUL BONWICK: Do you recall  
3 during the time you were involved the very negative  
4 portrayal by the MURF group in terms of media related  
5 to Council's decision to approve the aquatics facility  
6 and the arena as opposed to the MURF?

7 MR. DAVID BARROW: Sorry. Can you  
8 rephrase that for me?

9 MR. PAUL BONWICK: Do you recall that  
10 there was a -- quite an aggressive lobby for Council  
11 to approve the \$35 million solution versus something  
12 else? And do you recall that?

13 MR. DAVID BARROW: I recall you  
14 mentioning it, yes.

15 MR. PAUL BONWICK: Do you recall the  
16 negative media that came out as a result of  
17 Collingwood Council choosing a less expensive option,  
18 more specifically the arena and aquatics facility that  
19 they now have?

20 MR. DAVID BARROW: Yes.

21 MR. PAUL BONWICK: Do you recall that  
22 someone or some party during that time or shortly  
23 thereafter -- some party or some person made  
24 allegations towards the -- or, with the OPP regarding  
25 wrongdoing specific to the transaction that had been

1 authorized by Council?

2 MR. DAVID BARROW: Sorry, can you  
3 repeat the first part of --

4 MR. PAUL BONWICK: Yeah.

5 MR. DAVID BARROW: -- that question?

6 MR. PAUL BONWICK: Do you recall that  
7 somebody or some party made allegations to the Ontario  
8 Provincial Police that there was wrongdoing  
9 surrounding the transaction that Council had approved?

10 MR. DAVID BARROW: I don't know if I  
11 was aware of somebody, but we were approached by the  
12 OPP.

13 MR. PAUL BONWICK: At the time Green  
14 Leaf was working with BLT, do you -- do you remember  
15 anybody from Town staff or Council ever raising the  
16 issue about Green Leaf or myself conducting ourselves  
17 inappropriately in any manner of speaking?

18 MR. DAVID BARROW: No.

19 MR. PAUL BONWICK: During that same  
20 period of time, did you ever notify me about any  
21 concerns you might have about me conducting myself in  
22 any inappropriate manner?

23 MR. DAVID BARROW: No.

24 MR. PAUL BONWICK: Did you ever have  
25 any reason to concern yourself about me acting in any

1 inappropriate manner?

2 MR. DAVID BARROW: I don't believe so,  
3 no.

4 MR. PAUL BONWICK: I normally do this  
5 at the start, and I apologize for missing it. Since  
6 the -- the time of the contract being awarded and  
7 subsequently working and delivering that, have we had  
8 any contact related to the matters before this hearing  
9 or any communications?

10 MR. DAVID BARROW: No.

11 MR. PAUL BONWICK: I want to take you  
12 back to the meeting, and I'll commend you for the  
13 memory that you do have. I appreciate the fact that  
14 this is seven (7), eight (8) years ago, or seven (7)  
15 years ago, but I -- I do want to take you back and try  
16 to press you a little bit on details related to the  
17 meeting we had in your office where I was in  
18 attendance. You and, I think, some of your partners  
19 were in attendance. I believe -- I thought  
20 representatives from Sprung were there as well, but  
21 Mr. Lloyd wasn't sure if he was in attendance or not.

22 Will you recall that we had a lengthy  
23 discussion about not only the state of affairs in  
24 Collingwood, but generally speaking, the state of  
25 affairs across the province as it related to

1 municipalities?

2 MR. DAVID BARROW: Yes.

3 MR. PAUL BONWICK: Would -- would you  
4 recall that it was my assertion that communities  
5 across Ontario -- especially smaller communities, but  
6 I think generally speaking, communities -- including  
7 Collingwood, were challenged financially in their  
8 ability to deliver the recreational needs their  
9 constituents or citizens were asking for?

10 MR. DAVID BARROW: Correct, yes.

11 MR. PAUL BONWICK: Do you recall me  
12 referring to the challenges municipalities have,  
13 especially those below a hundred thousand (100,000)  
14 population, in terms of managing a complex solution to  
15 delivering those needs?

16 MR. DAVID BARROW: Yes.

17 MR. PAUL BONWICK: Do you recall me  
18 speaking about what I believe to be a trend at that  
19 time whereby -- we are in a separate tier -- but  
20 lower-tier levels of government were looking through I  
21 think what I referred to as a green lens? They like  
22 to see some type of green component to any initiative  
23 that they were undertaking.

24 MR. DAVID BARROW: Yes, I do believe,  
25 yeah, we were talking about that.

1                   MR. PAUL BONWICK:    You have referenced  
2   in your earlier comments -- excuse me -- your high-  
3   level understanding or appreciation of the history of  
4   Collingwood as it related to multi-use recreational  
5   buildings.

6                   Do you recall me going into some detail  
7   about the history of Collingwood Councils, either  
8   through attempts to refurbish exiting facilities or  
9   move down the path of buying new multi-use facilities,  
10   had failed over a period of fifteen (15) or twenty  
11   (20) years?

12                  MR. DAVID BARROW:    Yes.

13                  MR. PAUL BONWICK:    In response to the  
14   points that I raise, and I should go back because  
15   there was one other one.

16                  Do you recall me raising the issue of  
17   Sprung and the patented technology that they had and  
18   the fact that it was my opinion that many councillors  
19   throughout Ontario and here in Collingwood, as well as  
20   staff would not be aware -- would not necessarily have  
21   the confidence in that product because of their lack  
22   of awareness of it?

23                  MR. DAVID BARROW:    Yes.

24                  MR. PAUL BONWICK:    And so I need you  
25   to confirm this.  If memory serves me correct, we

1 talked about the need to deliver a low-cost, quality  
2 product that was turnkey in nature, as unsophisticated  
3 as possible in terms of complexity, so that Council  
4 could meet the needs of what their constituents wanted  
5 while still being mindful of their -- their finances.  
6 Do you recall that being part of the strategy --

7 MR. DAVID BARROW: Yes.

8 MR. PAUL BONWICK: -- that we were  
9 talking about developing?

10 MR. DAVID BARROW: And so under that  
11 banner, is that not sort of how we sort of come to  
12 terms as an alliance or working together collectively,  
13 not only here in Collingwood, but moving forward in  
14 other communities?

15 MR. DAVID BARROW: Correct.

16 MR. PAUL BONWICK: Now, Mr. Chenoweth  
17 touched on the bid bonds, and I think you addressed  
18 most of my questions in that particular regard. I  
19 think it's relevant for the Inquiry to understand a  
20 little bit more about it, and so you'll agree that  
21 there's a number of different types of bond: bid bond,  
22 performance bonds --

23 MR. DAVID BARROW: Yes.

24 MR. PAUL BONWICK: -- bonding. Is it  
25 your experience that the price of those bonds



1 typically range in the 2 1/2 to 5 percent range  
2 depending on the particular project?

3 MR. DAVID BARROW: Correct.

4 MR. PAUL BONWICK: Is it also your  
5 evidence or testimony that the costs associated with a  
6 performance bond are treated like any other line item?  
7 They're included as part of the cost to the owner.

8 MR. DAVID BARROW: Correct.

9 MR. PAUL BONWICK: Your company is  
10 able to be bonded?

11 MR. DAVID BARROW: Correct.

12 MR. PAUL BONWICK: So you'll be aware  
13 of the process whereby -- for the purposes of the  
14 Inquiry, it's really kind of like an insurance policy  
15 of sorts.

16 MR. DAVID BARROW: Yes.

17 MR. PAUL BONWICK: And so prior to a  
18 bonding company issuing a bond, can you please confirm  
19 that they go through a significant due diligence  
20 process as it relates to your finances and your assets  
21 to determine, in fact, you are capable of delivering  
22 on that contract that you're being awarded?

23 MR. DAVID BARROW: Yes, I do.

24 MR. PAUL BONWICK: So in short, the  
25 bonding company wants to make sure within all

1 reasonable doubt that you're able to fulfill your  
2 commitments in relationship to that agreement.

3 MR. DAVID BARROW: Correct.

4 MR. PAUL BONWICK: You did allude to  
5 the fact, I think -- and I may have missed that  
6 because I was typing away there, but you did allude to  
7 the fact that you're not aware of the challenges that  
8 owners face when they have to act on a bond in terms  
9 of collecting. Have you -- did I understand --

10 MR. DAVID BARROW: No.

11 MR. PAUL BONWICK: -- you hadn't had  
12 any experience in that regard?

13 MR. DAVID BARROW: No.

14 MR. PAUL BONWICK: And I suspect you  
15 haven't had any experience in that department because  
16 nobody's ever had to collect on a bond or deal with a  
17 performance issue with BLT. Is that fair?

18 MR. DAVID BARROW: Correct.

19 MR. PAUL BONWICK: Thank you. We've  
20 talked a little bit about the history as it relates to  
21 previous councils attempting to deliver for residents  
22 of the Town of Collingwood, and we've heard from most  
23 witnesses, as well as evidence, that that was in fact  
24 the need.

25 I want to draw your attention to a

1 meeting that took place -- a Council meeting that took  
2 place on or about July the 16th, and I appreciate you  
3 weren't at that meeting, but I think it sets the  
4 context for my -- my next questions -- or provides  
5 context for my next question, and that is, during that  
6 meeting, there's six (6) or seven (7) out of the nine  
7 (9) Councilors clearly voiced opinions or direction to  
8 staff that they wanted -- I think it was referred to  
9 as water and ice, but for the purposes of us, we'll  
10 call it a -- an aquatics facility and an arena, that  
11 they wanted a solution. They wanted a cost-effective  
12 solution, and they wanted it as soon as possible.

13                   And so I give you that background, and  
14 I could bring up the minutes of that meeting, but if -  
15 - if you wish to see it, but the reason I -- I bring  
16 that up is you had conversations and a meeting with  
17 several staff people within the Town of Collingwood,  
18 correct?

19                   MR. DAVID BARROW:    Correct.  Sorry,  
20 correct.

21                   MR. PAUL BONWICK:    Was it your opinion  
22 that both individually and collectively, that the  
23 staff were doing their very best job to follow through  
24 on that clear direction provided by Council?

25                   MR. DAVID BARROW:    Yes.

1                   MR. PAUL BONWICK:    At any time with  
2 any one (1) individual, did you ever find yourself  
3 questioning their level of professionalism or  
4 commitment to the community?

5                   MR. DAVID BARROW:    No.

6

7                                       (BRIEF PAUSE)

8

9                   MR. PAUL BONWICK:    In some of the more  
10 recent documents that we've got, there is a reference  
11 to building code. You'll be aware of the fact, of  
12 course, the building codes change on a fairly regular  
13 basis?

14                  MR. DAVID BARROW:    Yes.

15                  MR. PAUL BONWICK:    Typically, there is  
16 a major update every five (5) years, correct?

17                  MR. DAVID BARROW:    Yes.

18                  MR. PAUL BONWICK:    And so when you are  
19 constructing a building for an owner, it's reasonable  
20 to say that you're constructing the building based on  
21 the building code of the day?

22                  MR. DAVID BARROW:    Correct.

23                  MR. PAUL BONWICK:    And in fact, you  
24 not only have to construct the building to the  
25 building code of the day, but a chief building

1 official or a building official has to inspect your  
2 work to, in fact, verify that you've met that code  
3 before you can get an occupancy permit.

4 Is that correct?

5 MR. DAVID BARROW: That is correct.

6 MR. PAUL BONWICK: The changes within  
7 building code -- not always -- but are predicated on  
8 typically delivering better quality, safer buildings,  
9 and today, ones that are more environmentally  
10 conscious.

11 Would you agree with that?

12 MR. DAVID BARROW: Yes.

13 MR. PAUL BONWICK: But recognizing  
14 these happen every five (5) years, it is impossible  
15 for any contractor to forecast what the building codes  
16 might be five (5), or six (6), or seven (7) years down  
17 the road.

18 Is that fair?

19 MR. DAVID BARROW: Correct.

20

21 (BRIEF PAUSE)

22

23 MR. PAUL BONWICK: There was a  
24 reference to the meeting that took place at Green Leaf  
25 prior to Council authorizing the purchase -- the --

1 authorizing your contract and the purchase of the  
2 Sprung facilities. And during the evidence in-chief,  
3 I think you were asked when did you hear that Council  
4 may, in fact, be considering a sole-source option?

5 First of all, I would ask the question:  
6 During all of our discussions, were you of the clear  
7 understanding that irrespective of what staff  
8 recommended, what you proposed, or Sprung proposed,  
9 that at the end of the day, the decision was solely in  
10 the hands of Council?

11 MR. DAVID BARROW: Yes.

12 MR. PAUL BONWICK: And so going to the  
13 day that you met in the Green Leaf office, I think the  
14 time was around four o'clock -- Council meetings start  
15 at five o'clock, I believe. You mentioned the meeting  
16 was very brief. I suspect that would be the reason  
17 why.

18 Would that not have been the time where  
19 you would have been briefed that, in fact, staff are  
20 providing a recommendation or an option for Council,  
21 based on their investigations, that they could secure  
22 the aquatics facility and the arena through a sole-  
23 source process?

24 Is it reasonable that that may have  
25 been the time when you heard that, in fact, that's

1 what may come before Council that evening?

2 MR. DAVID BARROW: I don't recall. I  
3 just remember there was always what I thought would be  
4 a turnkey.

5 MR. PAUL BONWICK: Agree. I think we  
6 were -- I think based on the evidence you've provided,  
7 it was always intended to be a turnkey.

8 The question was: Is it a turnkey  
9 through a sole source program where, in fact -- and --  
10 and I get that you're maybe confused on those two (2)  
11 things, but whereby Council authorizes staff to engage  
12 in a sole-source contract with BLT to provide these  
13 two (2) facilities versus considering the proposal  
14 that you had let and moving down the path of a request  
15 for proposals to consider other options as well.

16 So those were -- those were options  
17 that Council could have chosen?

18 MR. DAVID BARROW: Right.

19 MR. PAUL BONWICK: However, Council  
20 made a decision that evening based on information  
21 provided by their executive management team to move to  
22 a sole source and thereby direct staff to deal  
23 directly with you on procuring the turnkey operations.

24 That is your understanding, correct?

25 MR. DAVID BARROW: My understanding is

1 that at the end we did have a sole source deal.

2 MR. PAUL BONWICK: Thank you.

3

4 (BRIEF PAUSE)

5

6 MR. PAUL BONWICK: You have referenced  
7 the fact that you confirmed the fact that it was --  
8 was always the intention to take this model to other  
9 communities because of, I'm assuming, the value  
10 proposition that was there compared with others?

11 Fair?

12 MR. DAVID BARROW: Correct.

13 MR. PAUL BONWICK: And you've  
14 confirmed that post-completion of prod -- of  
15 delivering the aquatics facility and the arena, you've  
16 enjoyed the benefit of being able to direct potential  
17 clients to these facilities based on what was  
18 delivered to the municipality, correct?

19 MR. DAVID BARROW: Correct.

20 MR. PAUL BONWICK: This is somewhat of  
21 a rhetorical question, but I assume you did that  
22 because you felt that the product the Town of  
23 Collingwood got was exceptional in nature, would it  
24 impress future buyers?

25 MR. DAVID BARROW: Correct.



1 (BRIEF PAUSE)

2

3 MR. PAUL BONWICK: You -- I -- I think  
4 maybe what I sort of deem as the three (3) or four (4)  
5 most important answers or questions that could be put  
6 to you during your time here with us, in my mind, at  
7 the very least, you've confirmed that your typical bid  
8 would include a margin of 15 to 18 percent, correct?

9 MR. DAVID BARROW: Correct.

10 MR. PAUL BONWICK: Reasonable to state  
11 that that's an industry standard?

12 MR. DAVID BARROW: Correct.

13 MR. PAUL BONWICK: You also confirmed  
14 that when you were pricing the arena and the aquatics  
15 facility, you reduced your margin to 8 to 9 percent,  
16 let's call it 8 1/2 percent. Is that an accurate  
17 statement?

18 MR. DAVID BARROW: Correct.

19 MR. PAUL BONWICK: You were aware of  
20 the fact that your company, BLT, had entered into an  
21 agreement with Green Leaf to provide a payment of 6  
22 1/2 percent, correct?

23 MR. DAVID BARROW: Correct.

24 MR. PAUL BONWICK: And so when I take  
25 your 8 1/2 percent, and I take that 6 1/2 percent, I

1 land on 15 percent.

2 Is that a fair calculation on those two  
3 (2) numbers?

4 MR. DAVID BARROW: Yes, I would say  
5 yeah --

6 MR. PAUL BONWICK: And --

7 MR. DAVID BARROW: -- depending on...

8 MR. PAUL BONWICK: Thank you. And so  
9 the 15 percent margin that was added on to these two  
10 (2) facilities is actually at the lower end of the  
11 margin that would typically be considered when  
12 submitting a bid to an owner.

13 Is that an accurate statement?

14 MR. DAVID BARROW: Yes, and I was  
15 going to say before that, it was -- probably be 14 1/2  
16 to 15 1/2, but yes.

17 MR. PAUL BONWICK: So then, the Col --  
18 Town of Collingwood did not pay any -- and I need you  
19 to confirm this or present a different opinion,  
20 please.

21 Did the Coll -- Town of Collingwood pay  
22 any extra money for the facilities that were delivered  
23 as a result of the agreement that you had with Green  
24 Leaf?

25 MR. DAVID BARROW: No.

1 MR. PAUL BONWICK: You have done many  
2 buildings with Sprung since the time of this decision  
3 back in 2012 on subsequent work, correct?

4 MR. DAVID BARROW: Correct.

5 MR. PAUL BONWICK: You've had an  
6 opportunity to review the works across this province  
7 and, as I understand -- and congratulations. I  
8 understand you've opened up an office out on -- a  
9 company out on the -- out west as well.

10 MR. DAVID BARROW: Yeah.

11 MR. PAUL BONWICK: When you look at  
12 the product that was delivered to the Town of  
13 Collingwood, and really the residents of Collingwood,  
14 and compare it to the product that you've delivered in  
15 Ontario and across Canada, could you please comment,  
16 how do you think the people of Collingwood should  
17 receive it in terms of the value-added proposition for  
18 service, product, and cost?

19 MR. DAVID BARROW: I believe that  
20 building was built at significant savings and they got  
21 an ultimate product.

22

23 (BRIEF PAUSE)

24

25 MR. PAUL BONWICK: There was some

1 question -- and I was hoping to finish on that, but I  
2 just noticed I missed one (1) point. There was some  
3 question related to the agreement that we entered  
4 into, when I say we, BLT and Green Leaf, in terms of  
5 who prepared the final agreement.

6                   Were you aware of the fact that it was  
7 Green Leaf's corporate lawyer that prepared the final  
8 agreement?

9                   MR. DAVID BARROW: No, I don't believe  
10 I was.

11                   MR. PAUL BONWICK: Okay. In the  
12 deliverables, or the description of works, it refers  
13 to a variety of different services, referrals and  
14 various things -- I can bring it back up if you like,  
15 but I think you just reviewed it an hour or so ago.

16                   You appreciate that Green Leaf was a  
17 relatively new company?

18                   MR. DAVID BARROW: Correct.

19                   MR. PAUL BONWICK: And so any of the  
20 description in terms of the services Green Leaf would  
21 offer would really be predicated on the people that  
22 are involved with Green Leaf.

23                   Is that a fair statement?

24                   MR. DAVID BARROW: Correct.

25                   MR. PAUL BONWICK: Thank you. You

1 mentioned that at no point had Compenso been  
2 introduced as one (1) of the possible partners.

3 Did I understand you correctly?

4 MR. DAVID BARROW: Correct.

5 MR. PAUL BONWICK: It was always the  
6 intention -- and please confirm this or correct the  
7 record.

8 Was it always the intention that Green  
9 Leaf would work with BLT and Sprung to carry this  
10 model across the province?

11 MR. DAVID BARROW: Correct.

12 MR. PAUL BONWICK: Thank you very much  
13 for all of your time, and I appreciate everything  
14 you've had to say today. Your Honour, thank you.

15 THE HONOURABLE FRANK MARROCCO: Mr.  
16 Breedon...?

17 MR. RYAN BREEDON: Thank you, Your  
18 Honour.

19

20 CROSS-EXAMINATION BY MR. RYAN BREEDON:

21 MR. RYAN BREEDON: My name is Ryan  
22 Breedon. I'm counsel for the Town.

23 As I understand it, the Sprung  
24 structures can come in different sizes?

25 MR. DAVID BARROW: Correct.

1                   MR. RYAN BREEDON:   All right.  And I  
2   gather that over the course of BLT's involvement with  
3   Sprung, you have built many different sizes of Sprung  
4   structure?

5                   MR. DAVID BARROW:   Yes.

6                   MR. RYAN BREEDON:   And some of them  
7   would be fairly small, I gather?

8                   MR. DAVID BARROW:   Yes.

9                   MR. RYAN BREEDON:   And then of course  
10  some of them, like the ones in Collingwood, are quite  
11  large.

12                  MR. DAVID BARROW:   Correct.

13                  MR. RYAN BREEDON:   And is the -- is  
14  the Collingwood project, would that be on the larger  
15  size?

16                  MR. DAVID BARROW:   Yes.

17                  MR. RYAN BREEDON:   Okay.  Would -- is  
18  it the largest Sprung structure that BLT has  
19  constructed?

20                  MR. DAVID BARROW:   Yes.

21                  MR. RYAN BREEDON:   Okay.  And turning  
22  to construction bonds for a moment, I take it outside  
23  of just the Sprung structures, BLT has worked on all  
24  different sizes of projects?

25                  MR. DAVID BARROW:   Correct.

1                   MR. RYAN BREEDON:   And just from  
2 looking at your website, it looks like you guys do  
3 everything from sort of renovations of smaller spaces  
4 up to large construction projects.

5                   MR. DAVID BARROW:   Correct.

6                   MR. RYAN BREEDON:   That's fair? And  
7 you had testified earlier today in response to a  
8 question from Mr. Chenoweth that only about 10 percent  
9 of your design build projects include a construction  
10 bond.

11                  MR. DAVID BARROW:   That would be  
12 Sprung structures.

13                  MR. RYAN BREEDON:   Just for the Sprung  
14 structures?

15                  MR. DAVID BARROW:   Yeah.

16                  MR. RYAN BREEDON:   Okay. And am I  
17 right that it is more likely that the owner would  
18 require a construction bond in larger projects?

19                  MR. DAVID BARROW:   Yes.

20                  MR. RYAN BREEDON:   And I suppose that  
21 you will have had the experience that in cases where  
22 the owner doesn't require a construction bond, they  
23 might structure the payment terms in a way that  
24 provides more security for -- for the owner?

25                  MR. DAVID BARROW:   Yes. They could

1 do, yes.

2 MR. RYAN BREEDON: You must have  
3 experience with that.

4 MR. DAVID BARROW: Yeah. Both -- both  
5 ways.

6 MR. RYAN BREEDON: Sure. So you could  
7 -- the owner could require a bond or it might require  
8 payment only for services that have actually been  
9 provided.

10 MR. DAVID BARROW: Correct.

11 MR. RYAN BREEDON: And one (1) or the  
12 other of those would be typical?

13 MR. DAVID BARROW: Well, typical,  
14 we've actually had the other as well. We've been paid  
15 quite substantially up-front.

16 MR. RYAN BREEDON: I suppose that's  
17 your preference.

18 MR. DAVID BARROW: Yeah.

19 MR. RYAN BREEDON: But it would be  
20 typical, especially on a large project, that the owner  
21 is going to want to protect themselves in one (1) of  
22 those two (1) ways that I described.

23 MR. DAVID BARROW: Yes.

24 MR. RYAN BREEDON: And in this case,  
25 was there ever any discussion with Mr. Houghton or



1 with anybody at the Town about whether or not a  
2 construction bond was going to be required?

3 MR. DAVID BARROW: No, not as far as I  
4 --

5 MR. RYAN BREEDON: I mean, I  
6 appreciate that you probably wouldn't raise it  
7 yourself, but -- but did anybody from the Town ever  
8 raise it with you?

9 MR. DAVID BARROW: No.

10 MR. RYAN BREEDON: Or with any of your  
11 colleagues?

12 MR. DAVID BARROW: Not that I'm aware  
13 of.

14 MR. RYAN BREEDON: All right. Let's  
15 turn to LEED. As I understand it, there are four (4)  
16 levels of LEED.

17 MR. DAVID BARROW: Correct.

18 MR. RYAN BREEDON: So there's just  
19 certified, which is the lowest level?

20 MR. DAVID BARROW: Yes.

21 MR. RYAN BREEDON: And then silver,  
22 gold, and platinum.

23 MR. DAVID BARROW: Correct.

24 MR. RYAN BREEDON: And platinum is the  
25 best.

1 MR. DAVID BARROW: Yeah.

2 MR. RYAN BREEDON: Okay. And you  
3 testified earlier that the Yolles people did an  
4 assessment of the buildings to see whether they could  
5 qualify for LEED?

6 MR. DAVID BARROW: Correct.

7 MR. RYAN BREEDON: When was that  
8 assessment undertaken?

9 MR. DAVID BARROW: I'm going to guess  
10 that was March or April of 2013.

11 MR. RYAN BREEDON: Right. That's what  
12 I thought. So not -- not at the time that the project  
13 was being planned, but after at least some  
14 construction had --

15 MR. DAVID BARROW: Correct.

16 MR. RYAN BREEDON: -- been completed.  
17 And am I right that your evidence was that their  
18 conclusion was that the buildings as constructed would  
19 not even qualify for the lowest level?

20 MR. DAVID BARROW: It had tendencies  
21 to get to the lowest level, but at the present point  
22 it was at, they didn't have all the point system done.  
23 It takes a -- to be a gold or any of those kind of --  
24 it takes a long period of time to get your status.

25 MR. RYAN BREEDON: Not even -- not --

1 not whether to be certified but just in terms of the  
2 points, they didn't have enough points even to qualify  
3 for the certified.

4 MR. DAVID BARROW: Correct.

5 MR. RYAN BREEDON: Correct?

6 MR. DAVID BARROW: Correct.

7 MR. RYAN BREEDON: Without re-  
8 engineering some things to get some additional points.

9 MR. DAVID BARROW: Yeah, without re-  
10 engineering. Yes.

11 MR. RYAN BREEDON: And did Yolles  
12 prepare a report?

13 MR. DAVID BARROW: Yes, they did.

14 MR. RYAN BREEDON: And was that report  
15 produced to the Town?

16 MR. DAVID BARROW: I would have  
17 thought it would be.

18 MR. RYAN BREEDON: Was it produced to  
19 the Inquiry counsel?

20 MR. DAVID BARROW: I don't think so.  
21 Sorry, Inquiry counsel?

22 MR. RYAN BREEDON: Ms. McGrann.

23 MR. DAVID BARROW: I'm not sure if we  
24 did it or not, sorry. I was thinking -- when you said  
25 "counsel," I was thinking the Council Council.

1 MR. RYAN BREEDON: Yeah, yeah. No. I  
2 -- I -- I mean Ms. McGrann or --

3 MR. DAVID BARROW: I --

4 MR. RYAN BREEDON: -- her staff.

5 MR. DAVID BARROW: I'm not a hundred  
6 percent sure. I thought we gave them everything. I  
7 have no issue with giving them anything they need --

8 MR. RYAN BREEDON: Okay.

9 MR. DAVID BARROW: -- if they didn't  
10 receive it. I don't know.

11 MR. RYAN BREEDON: I want to talk  
12 about Mr. Bonwick's involvement for a moment. So as I  
13 understood your evidence this morning, you had raised  
14 a question about all of the different Lloyds and  
15 whether there was a connection between them all,  
16 right?

17 MR. DAVID BARROW: Correct.

18 MR. RYAN BREEDON: And it was as a  
19 result of that question that you raised that you  
20 learned from somebody that Mr. Bonwick was the brother  
21 of the Mayor.

22 MR. DAVID BARROW: Yeah. At some  
23 point, somebody had told me that, yes.

24 MR. RYAN BREEDON: And do you know  
25 when you learned that?

1 MR. DAVID BARROW: I don't recall if  
2 it was before or after the awarding.

3 MR. RYAN BREEDON: Okay. I -- I take  
4 it then that Mr. Bonwick never told you that he was  
5 the brother's Mayor (sic)?

6 MR. DAVID BARROW: Correct.

7 MR. RYAN BREEDON: And there was  
8 certainly then no discussion about the need to make  
9 any disclosure to anybody?

10 MR. DAVID BARROW: No.

11 MR. RYAN BREEDON: That didn't come  
12 up? And when you discovered that Mr. Bonwick was the  
13 Mayor's brother, I think you testified earlier today  
14 that you thought it was strange?

15 MR. DAVID BARROW: Not strange. I  
16 thought I was a little bit shocked.

17 MR. RYAN BREEDON: Oh -- oh, shocked,  
18 okay. I --

19 MR. DAVID BARROW: Yeah.

20 MR. RYAN BREEDON: I --

21 MR. DAVID BARROW: Yeah.

22 MR. RYAN BREEDON: I -- I may have  
23 written the wrong thing down. Why were you shocked?

24 MR. DAVID BARROW: Well, I was  
25 surprised that I didn't know this.

1 MR. RYAN BREEDON: Why?

2 MR. DAVID BARROW: They're brothers --  
3 brother and sister.

4 MR. RYAN BREEDON: Did --

5 MR. DAVID BARROW: But I don't --

6 MR. RYAN BREEDON: When you say you  
7 were surprised that you didn't know this, did you mean  
8 --

9 MR. DAVID BARROW: I'm surprised that  
10 nobody at that point had told me.

11 MR. RYAN BREEDON: All right. Thank  
12 you. And -- and I suppose you were surprised that Mr.  
13 Bonwick hadn't told you?

14 MR. DAVID BARROW: Correct.

15 MR. RYAN BREEDON: Were you concerned  
16 about the optics of BLT having hired the mayor's  
17 brother to try to win this contract?

18 MR. DAVID BARROW: No, not really.

19 MR. RYAN BREEDON: And did you do  
20 anything when you discovered that Mr. Bonwick was the  
21 mayor's brother?

22 MR. DAVID BARROW: No, I don't think  
23 there's -- what could I do?

24 MR. RYAN BREEDON: Can we look at  
25 CJI0007627, please?

1 (BRIEF PAUSE)

2

3 MR. RYAN BREEDON: So, this is the  
4 contract that BLT signed with Green Leaf. And if we  
5 look at page 3, please. Scroll down a bit. Okay.  
6 Thank you. Stop there.

7 All right. Now, I -- I gather from Mr.  
8 Bonwick's question that thi -- this contract was  
9 originally drafted by Green Leaf's counsel. And I  
10 take it you don't know one (1) way or another?

11 MR. DAVID BARROW: (NO AUDIBLE  
12 RESPONSE).

13 MR. RYAN BREEDON: All right. And  
14 then there were some negotiations back and forth which  
15 Ms. McGrann took you through and -- and I don't think  
16 we need to turn up.

17 But in the final version of this  
18 contract it says, you'll see under paragraph A:

19 "BLT shall pay compensation to Green  
20 Leaf in an amount that Green Leaf,  
21 in its discretion, determines  
22 appropriate above and beyond the  
23 agreement fixed fee from BLT."

24 You see that?

25 MR. DAVID BARROW: Yeah.

1                   MR. RYAN BREEDON:   All right.  And you  
2 testified earlier today that you don't know what the  
3 agreement fixed fee refers to?

4                   MR. DAVID BARROW:   I don't remember  
5 saying that, but...  Okay, what was the question  
6 though?

7                   MR. RYAN BREEDON:   Well -- well, I  
8 thought -- I thought -- I -- I may -- maybe I'm  
9 mistaken.  I thought Ms. McGrann took you to this  
10 language referencing the agreement fixed fee --

11                  MR. DAVID BARROW:   Okay.

12                  MR. RYAN BREEDON:   -- and asked you  
13 what that referred to.  And -- and I thought your  
14 evidence was that you didn't know?

15                  MR. DAVID BARROW:   Probably would have  
16 been their compensation.

17                  MR. RYAN BREEDON:   Well, was there a  
18 fixed fee that had been agreed between Mr. Bonwick and  
19 BLT at this point?

20                  MR. DAVID BARROW:   No, it wasn't  
21 disclosed at that point.

22                  MR. RYAN BREEDON:   Okay.  So -- and  
23 when you say, "Disclosed," do you mean Mr. Bonwick had  
24 not yet told BLT what compensation Green Leaf was  
25 seeking?



1 MR. DAVID BARROW: Correct.

2 MR. RYAN BREEDON: Right. So -- so,  
3 my question was, and maybe we're talking in circles  
4 here, there wasn't actually a fixed fee that had been  
5 agreed between Green Leaf and BLT as part of this  
6 contract?

7 MR. DAVID BARROW: I guess a fee  
8 hadn't been disclosed yet.

9 MR. RYAN BREEDON: Well, for there to  
10 be an agreement, you would both have to have --

11 MR. DAVID BARROW: I agree.

12 MR. RYAN BREEDON: -- have agreed on  
13 what the amount was?

14 MR. DAVID BARROW: Yes.

15 MR. RYAN BREEDON: There isn't a fixed  
16 amount in a schedule or something?

17 MR. DAVID BARROW: Right.

18 MR. RYAN BREEDON: Right. Okay. So,  
19 what this seems to provide is the Green Leaf is going  
20 to fix its own compensation in an amount that it  
21 determines is appropriate?

22 MR. DAVID BARROW: Correct.

23 MR. RYAN BREEDON: Okay. Now, isn't  
24 it a bit unusual for you and BLT in dealing with its  
25 consultants or subcontractors to enter into agreements

1 where the price is left entirely in the discretion of  
2 the consultant or the subcontractor?

3 MR. DAVID BARROW: No, I don't believe  
4 so.

5 MR. RYAN BREEDON: Well, so when --  
6 when you subcontracted the tiling work, for instance,  
7 we heard about and somebody comes in to do that,  
8 presumably there's a purchase order from BLT to that  
9 tiler that sets out what the price is that BLT is  
10 going to be paying?

11 MR. DAVID BARROW: Most times. Other  
12 times, there's time and material.

13 MR. RYAN BREEDON: Oh, all right, time  
14 and material. And then there would be an agreement  
15 about what the rates would be, correct?

16 MR. DAVID BARROW: Yes.

17 MR. RYAN BREEDON: Okay. You don't,  
18 as a general practice -- at least in my experience in  
19 dealing with construction cases, you don't enter into  
20 an agreement where the tiler gets to just bill you  
21 whatever it likes at the end?

22 MR. DAVID BARROW: No. We have done  
23 that before, as in we don't know the exact amount of  
24 money we're going to spend until it's actually done.

25 MR. RYAN BREEDON: Right, because it's

1 on a time-and-materials basis or it's on some other  
2 basis where you could calculate what the amount might  
3 be at the end of the project, right?

4 MR. DAVID BARROW: Correct. Correct.

5 MR. RYAN BREEDON: Because you don't  
6 know sometimes if it's going to take the guy five (5)  
7 days or seven (7) days to --

8 MR. DAVID BARROW: Yeah.

9 MR. RYAN BREEDON: -- do the work,  
10 correct?

11 MR. DAVID BARROW: Yeah, I agree.  
12 Yeah.

13 MR. RYAN BREEDON: All right. But --  
14 but you don't enter into an agreement where the tiler  
15 gets to decide at the end how much he thinks it's  
16 appropriate for him to be paid?

17 MR. DAVID BARROW: Well, I don't  
18 believe at this point it would have been an over  
19 extensive amount for us not to go ahead with the  
20 contract. If it was, we would have dropped the  
21 contract.

22 MR. RYAN BREEDON: All right. So,  
23 what do you mean by that?

24 MR. DAVID BARROW: I mean that, if it  
25 was more than what we would normally charge on a

1 contract, 15 to 18 percent, we would have probably  
2 dropped out of it and not bid, or we would have  
3 negotiated a lower term.

4 MR. RYAN BREEDON: So -- so, do I have  
5 you correctly, that what you're saying is that, if Mr.  
6 Bonwick had told you he wanted 50 percent, that you  
7 would then have either dropped out of the contract or  
8 you would have tried to renegotiate the number with  
9 Mr. Bonwick?

10 MR. DAVID BARROW: Correct.

11 MR. RYAN BREEDON: Is that what you're  
12 saying?

13 MR. DAVID BARROW: Yes.

14 MR. RYAN BREEDON: All right. You  
15 didn't know at the time that this contract was signed  
16 what percentage Mr. Bonwick was going to ask for?

17 MR. DAVID BARROW: I didn't know, but  
18 we interpreted what we thought it would be.

19 MR. RYAN BREEDON: Right. And you  
20 told us that you thought it would be something either  
21 a little bit more or a little bit less than a real  
22 estate commission --

23 MR. DAVID BARROW: Correct.

24 MR. RYAN BREEDON: -- I think is what  
25 you said, right? Did you have discussions with Mr.

1 Bonwick about that?

2 MR. DAVID BARROW: No.

3 MR. RYAN BREEDON: Okay. Did you have  
4 discussions with Ms. Stec about that?

5 MR. DAVID BARROW: I didn't have  
6 discussions in that regard, but there was a realtor  
7 mentioned.

8 MR. RYAN BREEDON: All right. When  
9 was that?

10 MR. DAVID BARROW: That would have  
11 been partial way through. I cannot remember the exact  
12 timing, but somewhere partial way through it. There  
13 was an indication to us at some point.

14 MR. RYAN BREEDON: By whom?

15 MR. DAVID BARROW: I don't remember.  
16 I just -- I recall that all of us said, well, we  
17 figured it's going to be around the 7 percent.

18

19 (BRIEF PAUSE)

20

21 MR. RYAN BREEDON: All right. And so,  
22 your evidence then is that what you did is you reduced  
23 your markup to somewhere between 8 and 9 percent?

24 MR. DAVID BARROW: Correct.

25 MR. RYAN BREEDON: And, as I

1 understand it, that was in order to offset the  
2 additional costs from Mr. Bonwick's involvement, the -  
3 - the 6 1/2 percent ultimately that he was going to be  
4 paid?

5 MR. DAVID BARROW: Correct.

6 MR. RYAN BREEDON: All right. And at  
7 the time that you made that decision and prepared your  
8 budgets, you didn't know exactly what Mr. Bonwick was  
9 going to ask for, you based it on this --

10 MR. DAVID BARROW: Correct.

11 MR. RYAN BREEDON: -- real estate  
12 assessment?

13 MR. DAVID BARROW: Correct.

14 MR. RYAN BREEDON: All right. And the  
15 idea was that the total markup, including Mr.  
16 Bonwick's share, would be in the 15 percent range?

17 MR. DAVID BARROW: Correct.

18 MR. RYAN BREEDON: And, of course, the  
19 problem with that is that the only items that we've  
20 seen the costs for are the Sprung structures. And Ms.  
21 McGrann took you through that earlier this morning.

22 And by my arithmetic, if we look just  
23 at the Sprung structure for the pool, the markup  
24 before the amount paid to Mr. Bonwick is just shy of  
25 30 percent, correct?

1 MR. DAVID BARROW: Correct.

2 MR. RYAN BREEDON: Right. And I -- I  
3 think -- and I'll save my friends the bother of asking  
4 some followup questions on this.

5 I think what you were suggesting to Ms.  
6 McGrann this morning is that the reason for that is  
7 that you based your budget numbers on the estimates  
8 that you got from Sprung?

9 MR. DAVID BARROW: Correct.

10 MR. RYAN BREEDON: Right. You didn't  
11 have the final Sprung numbers at the time you were  
12 preparing the budgets, you had to base it on the  
13 estimates?

14 MR. DAVID BARROW: Correct.

15 MR. RYAN BREEDON: Right. And then I  
16 -- I take it -- all right. Well, that's fine. Now,  
17 when did you get the final numbers for Sprung? Not  
18 the numbers after the change orders because I know  
19 that some things changed, but --

20 MR. DAVID BARROW: M-hm.

21 MR. RYAN BREEDON: -- but the -- the  
22 final numbers -- or the original numbers from Sprung?

23 MR. DAVID BARROW: I'm going to say  
24 there was a lot of different movement in that time, so  
25 I'm going to say October.

1                   MR. RYAN BREEDON:    Right.  And I think  
2  we heard from Mr. Lloyd that -- that the order was  
3  placed around October 4th.  I -- I might not be --

4                   MR. DAVID BARROW:    Correct.

5                   MR. RYAN BREEDON:    -- totally correct,  
6  but it's in that time frame.  And that would be, I  
7  presume, when Sprung would have been able to give you  
8  the final number?

9                   MR. DAVID BARROW:    Correct.

10                  MR. RYAN BREEDON:    All right.  And did  
11  you then go back to the Town -- and -- and so, was  
12  that final number then lower than the estimates that  
13  you had been given?

14                  MR. DAVID BARROW:    It was, yes.

15                  MR. RYAN BREEDON:    All right.  And did  
16  you go back to the Town and reduce the price or tell  
17  them, well, actually, they were going to get a credit  
18  because one (1) of the input costs is lower?

19                  MR. DAVID BARROW:    No.  And the reason  
20  behind that is because there is other items that went  
21  well over, and I didn't go back looking for a -- more  
22  money.

23                  MR. RYAN BREEDON:    All right.

24                  MR. DAVID BARROW:    It was a bid sum.

25                  MR. RYAN BREEDON:    Now, well, those



1 other -- what are those other items?

2 MR. DAVID BARROW: HVAC went well  
3 over.

4 MR. RYAN BREEDON: And did you provide  
5 your actual costs for the other items to Ms. McGrann  
6 or her staff?

7 MR. DAVID BARROW: Yes, I believe we  
8 did, yes.

9

10 (BRIEF PAUSE)

11

12 MR. RYAN BREEDON: And maybe I can  
13 ask. Have those been produced in the court book?

14 THE HONOURABLE FRANK MARROCCO: Well,  
15 why don't -- why don't we take a short break? And  
16 then you can have this conversation --

17 MR. RYAN BREEDON: Thank -- thank you,  
18 Your Honour.

19 THE HONOURABLE FRANK MARROCCO: --  
20 right now?

21

22 --- Upon recessing at 4:17 p.m.

23 --- Upon resuming at 4:25 p.m.

24

25 CONTINUED BY MR. RYAN BREEDON:

1 MR. RYAN BREEDON: Thank you.

2 Actually, I want to back up a little bit, sir. When  
3 you were putting together the budget, how do you do  
4 that?

5 MR. DAVID BARROW: I take my best  
6 estimate of what I determine to be the outcome, and I  
7 add numbers to that, and I add the profit -- my  
8 margin.

9 MR. RYAN BREEDON: Do you have a --  
10 like is there a spreadsheet or something that you used  
11 to calculate that?

12 MR. DAVID BARROW: Just what you saw  
13 on that budget sheet.

14 MR. RYAN BREEDON: All right. But  
15 the -- if you take an item from the budget sheet --  
16 your electric costs or something -- that I assume a  
17 number of those costs, the per unit cost would be  
18 standard across a number of your projects?

19 MR. DAVID BARROW: Not -- they're not  
20 standard 'cause every project is different.

21 MR. RYAN BREEDON: Right. But in  
22 terms of the unit cost for concrete or something,  
23 that --

24 MR. DAVID BARROW: No. Again, that  
25 would be different.

1 MR. RYAN BREEDON: All right.

2 MR. DAVID BARROW: It all depends on  
3 foundation, size, rebar.

4 MR. RYAN BREEDON: Okay. All right.  
5 Is there a spreadsheet or something that you use to  
6 calculate those costs?

7 MR. DAVID BARROW: No. I just --  
8 basically, I line item each item that I'm indicating  
9 on pricing, and then I calculate it myself to actually  
10 come up with the number.

11 MR. RYAN BREEDON: All right. And  
12 then while we were on the break, we have been able to  
13 locate a couple of documents. And I just want to make  
14 sure while you're here we can understand what they  
15 are. Can we see CJI7624, please?

16

17 (BRIEF PAUSE)

18

19 MR. RYAN BREEDON: Do you recognize  
20 this document?

21 MR. DAVID BARROW: Yes. Sorry.

22 MR. RYAN BREEDON: What is --

23 MR. DAVID BARROW: Yes.

24 MR. RYAN BREEDON: -- what is it?

25 MR. DAVID BARROW: This is our

1 costing.

2 MR. RYAN BREEDON: All right. And is  
3 this a document which sets out the costs that BLT has  
4 allocated to the arena?

5 MR. DAVID BARROW: Correct.

6 MR. RYAN BREEDON: And then can we  
7 look at CJI7625, please. Is this one (1) the same  
8 thing but for the pool?

9 MR. DAVID BARROW: Correct.

10 MR. RYAN BREEDON: Thank you. Thank  
11 you very much, sir. Those are my questions.

12 THE HONOURABLE FRANK MARROCCO: Just  
13 be -- thank you, Mr. Breedon.

14 Mr. Trudell, I want to ask a couple of  
15 questions before you ask your questions.

16 Can you put the agreement back on the  
17 screen -- the agreement between Green Leaf? And I  
18 just have one (1) or two (2) questions. I just want  
19 to get this clear in my head.

20 So you've been taken to this a couple  
21 of times, but I am confused a bit by the answers. It  
22 says:

23 "BLT shall pay compensation to  
24 Green Leaf in an amount that  
25 Green Leaf in its discretion

1 determines appropriate above and  
2 beyond the agreement fixed fee from  
3 BLT."

4 And I just want a straightforward  
5 answer here. Was there a second fee?

6 MR. DAVID BARROW: No.

7 THE HONOURABLE FRANK MARROCCO: Well  
8 then -- and I think you said you didn't know what this  
9 meant, so maybe you don't, but I don't either.

10 What does "above and beyond the  
11 agreement fixed fee from BLT" mean?

12 MR. DAVID BARROW: I couldn't tell  
13 you. I -- I don't know the exact determination of  
14 that.

15 THE HONOURABLE FRANK MARROCCO:  
16 Doesn't that sound like there were two (2) fees?

17 MR. DAVID BARROW: It does, but there  
18 definitely wasn't.

19 THE HONOURABLE FRANK MARROCCO: There  
20 were two (2) invoices sent.

21 MR. DAVID BARROW: Not that I'm aware  
22 of. There was two (2) invoices as in one (1) for the  
23 pool, one (1) for the arena that was in two (2)  
24 amounts but not two (2) invoices.

25 THE HONOURABLE FRANK MARROCCO: Well,

1    okay.   Thank you.   That -- I have your answer.

2                   Mr. Trudell, do you or Mr. Neubauer  
3    have any questions?

4

5    DIRECT EXAMINATION BY MR. BILL TRUDELL:

6                   MR. BILL TRUDELL:    Yes.   Just a couple  
7    of things.   Thank you very much, Your Honour.

8                   In relation to this document, it is  
9    your understanding, I think you told us, that it was  
10   prepared or Mr. Bonwick suggested it was prepared by  
11   his counsel, and Mr. Watts was the person on your end  
12   who was dealing with the signing the contract.

13                  MR. DAVID BARROW:    Correct.

14                  MR. BILL TRUDELL:    And you do not have  
15   counsel or a lawyer look at the contract as I  
16   understand it.   Is that correct?

17                  MR. DAVID BARROW:    Correct.

18                  MR. BILL TRUDELL:    Okay.   And we've  
19   heard -- just to follow up on My Friend Mr. Breedon's  
20   questions and His Honour's, I take it that what you're  
21   saying is we've heard that you're not much a pushover  
22   in terms of negotiating.

23                  If you felt that the Green Leaf  
24   commission was too high or unfair -- and I take it you  
25   had no reason to suspect that they would try and gouge

1 you -- you would have walked away from it. Is that  
2 your position?

3 MR. DAVID BARROW: Correct.

4 MR. BILL TRUDELL: All right. And My  
5 Friend Mr. Bonwick talked about the product that was  
6 produced here, and it was a hope that you and  
7 Green Leaf had that this would be marketed across  
8 Ontario, perhaps in Canada, through even into  
9 Indigenous communities.

10 And I think that you basically said to  
11 My Friends that you're very proud of this contract,  
12 and I understand of what was the result, and I  
13 understand you even popped in this morning on your way  
14 from Toronto to have a look.

15 MR. DAVID BARROW: Yes, I did.

16 MR. BILL TRUDELL: Okay. And it  
17 hasn't been mentioned here, but do I take it that the  
18 reason that these contracts didn't move forward was  
19 because of the involvement of the CBC and then the  
20 OPP?

21 MR. DAVID BARROW: Correct.

22 MR. BILL TRUDELL: And My Friend  
23 mentioned the OPP, and you actually had -- you and  
24 Mr. Watts had a full interview with the OPP a number  
25 of years ago. Is that correct?

1 MR. DAVID BARROW: Correct.

2 MR. BILL TRUDELL: Thank you. Those  
3 are my questions, Sir.

4 MS. KATE MCGRANN: Your Honour.

5 THE HONOURABLE FRANK MARROCCO: Any  
6 re-examination?

7

8 RE-DIRECT EXAMINATION BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: I neglected to ask  
10 you one (1) question, and I apologize for that. If we  
11 could pull up summary document 2-8 and look at page 5,  
12 please.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: If we could scroll  
17 down to numbered company 6933220 Canada Inc. Can you  
18 tell me what company that is?

19 MR. DAVID BARROW: That's my company.

20 MS. KATE MCGRANN: I can see that  
21 that's a subcontractor -- subcontracted company that  
22 received \$22,500. What were those payments in  
23 relation to?

24 MR. DAVID BARROW: That is a dividend  
25 at the end of the year for compensation for my portion



1 of BLT.

2 MS. KATE MCGRANN: How is that number  
3 calculated?

4 MR. DAVID BARROW: I'm not the actual  
5 person that calculated it, but I'm assuming it's going  
6 to be as a 10.1 percent, my state in the company.

7 MS. KATE MCGRANN: Can you help us  
8 understand why you're being listed here as a  
9 subcontractor in respect of these particular projects?

10 MR. DAVID BARROW: I don't think I am  
11 listed as a subcontractor. I think it was --

12 MS. KATE MCGRANN: The company. My  
13 mistake.

14 MR. DAVID BARROW: I believe it was  
15 just -- it was to be dedicated to all the jobs. It's  
16 just what I'm paid, what Mark's paid. He puts them on  
17 his job; I put them on my job.

18 MS. KATE MCGRANN: This isn't  
19 reflective of any work that this company did on site?

20 MR. DAVID BARROW: No. This is a  
21 year end dividend.

22 MS. KATE MCGRANN: Those are my  
23 questions.

24 THE HONOURABLE FRANK MARROCCO: Does  
25 anybody have any questions arising out of that?

1

2 RE-CROSS-EXAMINATION BY MR. RYAN BREEDON:

3

MR. RYAN BREEDON: Sir, I just have  
4 one (1). Are there other dividends for your other  
5 partners of this same sort that you've described  
6 listed in it that might not be obvious to us what they  
7 are?

8

MR. DAVID BARROW: No.

9

MR. RYAN BREEDON: Okay. Thank you.

10

THE HONOURABLE FRANK MARROCCO: Thank  
11 you. Thank you. Thank you very much for your  
12 assistance.

13

MR. DAVID BARROW: Thank you.

14

THE HONOURABLE FRANK MARROCCO: We're  
15 adjourned till tomorrow, and I understand it's 10:00  
16 tomorrow? 10:00 tomorrow.

17

18 --- Upon adjourning at 4:34 p.m.

19

20 Certified Correct,

21

22

23

24 \_\_\_\_\_  
Wendy Woodworth, Ms.

25

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