



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

September 26th, 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 9:02 a.m.

2

3 MR. JOHN MATHER: Good morning, Mr.  
4 McNalty.

5 MR. DAVE MCNALTLY: Good morning.

6

7 MR. DAVE MCNALTLY, Previously Sworn

8

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

10 MR. JOHN MATHER: Before we ended last  
11 day, we were discussing the July 16th, 2012 Council  
12 meeting, where Council directed staff to report back  
13 on a single pad arena and a fabric cover for the pool.  
14 We were discussing how you be -- you became involved  
15 in preparing that report.

16 Who else was involved in preparing the  
17 report?

18 MR. DAVE MCNALTLY: The report for  
19 August 27th?

20 MR. JOHN MATHER: Yes.

21 MR. DAVE MCNALTLY: The treasurer, and  
22 it was circulated for comment and revision to the EMC,  
23 and perhaps the director of PRC.

24 MR. JOHN MATHER: When you say,  
25 "perhaps the director of PRC," why do you say

1 "perhaps"?

2 MR. DAVE MCNALTY: She was likely  
3 included in the -- in the correspondence.

4 MR. JOHN MATHER: In terms of the  
5 actual drafting of the report, other than yourself and  
6 the treasurer, was there anyone who was involved in  
7 drafting?

8 MR. DAVE MCNALTY: Others may have  
9 made edits to the document as it was circulated. I'm  
10 not sure.

11 MR. JOHN MATHER: Was there a  
12 department head who was responsible for overseeing the  
13 reporting process?

14 MR. DAVE MCNALTY: On that subject?

15 MR. JOHN MATHER: Yes.

16 MR. DAVE MCNALTY: The department head  
17 responsible would have been the director of PRC.

18 MR. JOHN MATHER: What we see in the  
19 documents is that Ms. Proctor was -- and what we've  
20 heard is Ms. Proctor was less involved in the  
21 preparation of this report as she had been with  
22 previous work in terms of new recreation facilities.

23 Do you have an understanding of why  
24 that was the case?

25 MR. DAVE MCNALTY: She had scheduled

1 vacation and had limited availability during that time  
2 period. So I believe other staff kind of picked it up  
3 and carried on with it.

4 MR. JOHN MATHER: What was Mr.  
5 Houghton's role in preparing the -- the report?

6 MR. DAVE MCNALTY: In the early stages  
7 of preparing the report, probably not much until it  
8 got to be towards final.

9 MR. JOHN MATHER: And how did his  
10 involvement change as it got towards final?

11 MR. DAVE MCNALTY: Well, at the -- at  
12 the end of the process, he kind of made the final  
13 edits to the report based on the information that had  
14 been gathered in the report that -- thus far.

15 MR. JOHN MATHER: Was there anyone in  
16 your mind who had final sign off on the contents of  
17 the report?

18 MR. DAVE MCNALTY: Of -- the CAO.

19 MR. JOHN MATHER: So after the July  
20 16th, 2012 meeting, we see that WGD is brought into  
21 assist with the research and investigation that's  
22 going on with respect to the arena.

23 Can you just explain what the WGD was  
24 retained to do?

25 MR. DAVE MCNALTY: They were asked to

1 provide a cost estimate on a traditional bricks and  
2 mortar pre-eng steel arena.

3 MR. JOHN MATHER: When you say "a  
4 traditional bricks and mortar pre-eng steel arena,"  
5 are you talking about two (2) different types of  
6 buildings, or is that --

7 MR. DAVE MCNALT: No, that would be  
8 one (1). The -- the main structure would be pre-eng  
9 steel, but the lobby areas would typically be upgraded  
10 with architectural block, or something like that.

11 MR. JOHN MATHER: And how was it  
12 decided that WGD would provide that information?

13 MR. DAVE MCNALT: Because they were  
14 already involved in the project at Central Park. They  
15 were aware of the parameters that would affect an  
16 arena in Central Park, and they were already engaged.

17 MR. JOHN MATHER: Do you know who  
18 decided to engage WGD for this part of the project?

19 MR. DAVE MCNALT: I think Ms. Proctor  
20 and myself had a discussion about whether -- whether  
21 it would be logical to assign them that additional  
22 task in the context of what they were already engaged  
23 to do.

24 MR. JOHN MATHER: And was it your view  
25 that that would be something that was logical?

1 MR. DAVE MCNALTY: Yes.

2 MR. JOHN MATHER: And why is that?

3 MR. DAVE MCNALTY: As I said,  
4 primarily because they already had the groundwork  
5 done. They -- they knew the -- the park. They knew  
6 the -- the requirements of an arena for Collingwood.  
7 So it was logical, and the additional cost would not  
8 have been significant relative to the work that  
9 they've already done.

10 MR. JOHN MATHER: Did WGD have  
11 expertise that the Town didn't have in -- available to  
12 it in-house?

13 MR. DAVE MCNALTY: Yes.

14 MR. JOHN MATHER: What sorts of  
15 expertise?

16 MR. DAVE MCNALTY: Architects, and  
17 engineers, and designers.

18 MR. JOHN MATHER: If we could pull up  
19 paragraph 261 of the Foundation Document.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: So this paragraph  
24 reflects that on July 19th, 2012, you emailed Marta  
25 Proctor with a memorandum titled "Ice Arena

1 Feasibility Study," and in the body of your email you  
2 said "Draft terms of reference attached."

3 And if we could open up the attachment,  
4 TOC0187442.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So this was the  
9 attachment to the email that was described.

10 What was the purpose of this document?

11 MR. DAVE MCNALT: Can you scroll down  
12 a little?

13 MR. JOHN MATHER: Feel free to direct  
14 the Court Operator to scroll at whatever pace works  
15 for you.

16 MR. DAVE MCNALT: Yeah. I just want  
17 to see what's down on -- it looks like there's three  
18 (3) pages. Keep going.

19 So the purpose of this document was to  
20 give WGD the scope of what we were wanting them to  
21 look at, what the features of the -- of a -- the arena  
22 would be so that they could take that and turn that  
23 into a conceptual design and provide cost estimates  
24 for that.

25 MR. JOHN MATHER: Was this a document

1 that someone directed you to prepare for WGD?

2 MR. DAVE MCNALTY: I think it was  
3 further to the discussions that I'd had with Ms.  
4 Proctor, that we needed to have some terms of  
5 reference to give them, and so that was the basis for  
6 developing it.

7 MR. JOHN MATHER: Can you tell me more  
8 about the discussions you had with Ms. Proctor after  
9 the July 16th meeting and as you're turning your minds  
10 to how to deliver what Council's asked for?

11 MR. DAVE MCNALTY: I -- I think they  
12 were technical in nature. How are we going to do the  
13 comparison between different types of arenas and what  
14 would we -- what would we get WGD to do, what other  
15 means would we have available to get estimates and so  
16 forth.

17 MR. JOHN MATHER: Were there any other  
18 means that were identified that could assist?

19 MR. DAVE MCNALTY: I don't recall any  
20 meetings (sic).

21 MR. JOHN MATHER: In your conversation  
22 with Ms. Proctor, do you recall her at any point  
23 expressing any frustration in the point in the  
24 process?

25 MR. DAVE MCNALTY: I think at a -- at

1 a global level there was frustration there in the --  
2 in the work that the steering committee had done and  
3 where it was at that point, was it going to continue,  
4 was it -- was this a new direction, and so there was  
5 some frustration at that level, but I don't remember  
6 any specific -- specific points.

7 MR. JOHN MATHER: Did you feel any  
8 frustration at this point?

9 MR. DAVE MCNALTY: Not that I recall.

10 MR. JOHN MATHER: In your mind, was it  
11 still an open question about whether or not Council  
12 would proceed with the Central Park Steering Committee  
13 recommendation or take a new direction?

14 MR. DAVE MCNALTY: I think at this  
15 point in time it was still an open question.

16 MR. JOHN MATHER: When for you was it  
17 no longer an open question?

18 MR. DAVE MCNALTY: At some point I  
19 believe that Council rescinded their support for the  
20 work that the steering committee had done. Was that  
21 at the July 16 meeting? I'm not sure.

22 But somewhere between that July 16th  
23 meeting and the August 27th deadline for the report,  
24 my sense would be that that's when the -- the tides  
25 kind of turned.

1                   MR. JOHN MATHER:   And did you have a  
2   sense of what precipitated the tides turning in  
3   between that July 16th and August 27th period?

4                   MR. DAVE MCNALTY:   I guess my sense  
5   would be that the discussion around the Council table  
6   -- maybe not around the Council table -- the  
7   discussion in the community and amongst Councillors  
8   and senior staff that -- that the cost of the steering  
9   committee work seemed to be too big for the community  
10   to take on at that point in time and now they were  
11   looking for alternatives.

12                  MR. JOHN MATHER:   So if we could pull  
13   TOC0187442 back up on the screen.

14

15                                       (BRIEF PAUSE)

16

17                  MR. JOHN MATHER:   So this was the --  
18   the document we were just looking at. We see in the  
19   emails that you consulted with Marta Proctor on the  
20   content of this document.

21                                       Did you consult with anyone else on  
22   staff?

23                  MR. DAVE MCNALTY:   Not that I can  
24   remember, no.

25                  MR. JOHN MATHER:   So we see that a

1 version is sent to WGD on July 20th, 2012, and I'll  
2 ask that that version gets pulled up. It's  
3 TOC0188041.1.1.

4

5 (BRIEF PAUSE)

6

7 MR. JOHN MATHER: This is the version  
8 that's sent to WGD on July 20th. And if we can go  
9 down to page 2. And scroll down a little bit.

10 So this is a section titled "Terms of  
11 Reference," and in the second paragraph that -- the  
12 second or third paragraph on the screen, it begins  
13 with:

14 "The feasibility of several options  
15 should be examined in terms of a  
16 comparison to the overall Central  
17 Park redevelopment scope. This will  
18 allow the costs and benefits of  
19 various opportunities to be compared  
20 directly, while also enabling the  
21 preparation of operating estimates  
22 and the exploration of anticipated  
23 social improvements."

24 If we can scroll down. The last  
25 sentence on this page says:

1 "The following scenarios are to be  
2 considered at a minimum," [sorry]  
3 "as a minimum. Alternatives may be  
4 provided should they enhance the  
5 opportunity for the park -- for the  
6 -- for part of the project to  
7 forward."

8 And if we scroll down, there -- then a  
9 table setting out four (4) scenarios.

10 How are these four (4) scenarios  
11 identified for WGD?

12

13 (BRIEF PAUSE)

14

15 MR. DAVE MCNALT: I'm sorry, I don't  
16 understand that question. How are they identified for  
17 WGD?

18 MR. JOHN MATHER: How was it decided  
19 that these would be the four (4) scenarios that would  
20 be presented to WGD as a minimum for consideration?

21

22 (BRIEF PAUSE)

23

24 MR. DAVE MCNALT: I think this was  
25 developed through discussion with Ms. Proctor, and --

1 and trying to keep all the options on the table so  
2 that we could have the basis to make a selection or  
3 recommendation on the best path forward.

4 MR. JOHN MATHER: And before we got to  
5 this table, we saw language in the document about the  
6 feasibility of several options should be examined and  
7 that these four (4) options were scenarios that should  
8 be considered at minimum.

9 Was it your expectation that WGD would  
10 look into or consider other options beyond these four  
11 (4)?

12

13 (BRIEF PAUSE)

14

15 MR. DAVE MCNALTY: I don't -- I don't  
16 think I had any thought that they would come up with  
17 other options other than this because I believe -- if  
18 I'm reading the titles correctly here, I believe thi -  
19 - this looks at a -- different types of building  
20 construction.

21 It looks at a pre-eng style building  
22 versus a fabric membrane. It addresses the upgrade of  
23 the Eddie Bush arena. I'm not -- I don't think that  
24 we would have expected them to go outside of that.

25 MR. JOHN MATHER: So, if we could

1 scroll up to page 2 again. And, again, looking at  
2 that language about:

3 "The following scenarios are to be  
4 considered as a minimum and  
5 alternatives may be provided."

6 Do you know what the purpose of those  
7 words were?

8

9 (BRIEF PAUSE)

10

11 MR. DAVE MCNALT: I guess only that  
12 we weren't closing the door for them to come with  
13 other alternatives. And part of this process was to  
14 determine how the project could be logically phased  
15 into a bigger project in the future.

16 So, that -- that maybe have been part  
17 of what was being referenced by alternatives, was the  
18 phasing approach.

19 MR. JOHN MATHER: What, in your mind,  
20 was going -- going to be potentially phased about the  
21 project?

22 MR. DAVE MCNALT: A single-pad arena  
23 versus a single-pad arena that could be twinned in the  
24 future and could be -- could have other future  
25 additions that would move closer, I guess, to the --

1 what the steering committee had recommended the  
2 overall grand plan for Central Park.

3 MR. JOHN MATHER: If we could scroll  
4 down back to page 3. The first column here talks  
5 about the proposed Central Park redevelopment project  
6 components. And these would be the components that  
7 were in the steering committee's final report.

8 Is that accurate?

9 MR. DAVE MCNALTY: That's what I would  
10 understand, yes.

11 MR. JOHN MATHER: Was there any  
12 additional work that you were expecting WGD to do with  
13 respect to the Centra Park steering committee's  
14 report?

15 MR. DAVE MCNALTY: No. This was -- I  
16 think that was put into this for context.

17 MR. JOHN MATHER: Then we see the next  
18 two (2) columns deal with the -- the construction or  
19 the feasibility of a single-pad arena. One (1) is an  
20 initial phase of a single-pad arena, necessary park  
21 improvements with future option to combine into an  
22 overall redevelopment concept.

23 And the second is a standalone single-  
24 pad arena with potential to twin. In the future,  
25 minimal park improvements, no automatic path to

1 proposed concept.

2 Can you explain what the difference is  
3 between these two (2) single-pad scenarios?

4

5 (BRIEF PAUSE)

6

7 MR. DAVE MCNALT: I think the first  
8 one would take -- would take the overall design that  
9 came out of the steering committee work and try to  
10 snip an arena out of it, build that arena that could  
11 be added to -- to get to the -- to the final design  
12 that the steering committee had come up with where the  
13 second one just contemplates an arena that could be  
14 twinned in the future without necessarily going all  
15 the way to the recommendations of the steering  
16 committee.

17 MR. JOHN MATHER: And is that what is  
18 meant by no automatic path to proposed concept?

19 MR. DAVE MCNALT: That's what I read.

20 MR. JOHN MATHER: We see ultimately  
21 that a single-pad arena approaches selected or  
22 recommended by staff; which one (1) of the two (2) was  
23 recommended?

24 MR. DAVE MCNALT: The second.

25 MR. JOHN MATHER: And do you recall

1 what led to the second scenario contemplated here for  
2 the arena being the one that was recommended?

3

4 (BRIEF PAUSE)

5

6 MR. DAVE MCNALT: I think because  
7 that -- that aligned more closely with the -- with the  
8 information that we were comparing to from -- from  
9 Sprung.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: Can you just explain  
14 what you mean by that?

15 MR. DAVE MCNALT: Over the course of  
16 that month or whatever, I think the -- the idea of  
17 develop aga -- developing it into what would  
18 essentially be a multi-use recreation facility became  
19 less important as opposed to getting an arena built.

20 MR. JOHN MATHER: And how did you see  
21 that develop from your perspective?

22 MR. DAVE MCNALT: I guess one (1) of  
23 the aspects is that the multi-use concept incorporated  
24 a pool. And the other side of the discussion was  
25 covering the pool. And if you were going to make that

1 investment, in covering the existing pool, then it  
2 took that piece out of the equation for Central Park.

3 MR. JOHN MATHER: Was it that case  
4 then that when council directed staff to -- to develop  
5 a time line and estimates for covering the pool and  
6 had made that selection, the second column here was  
7 essentially rendered, you know, in -- ineffective or  
8 not something that would be pursued?

9 MR. DAVE MCNALTY: It became less  
10 important.

11 MR. JOHN MATHER: We see when it came  
12 to the two (2) both --

13 MR. FREDERICK CHENOWETH: Sorry, Your  
14 Honour, I -- I missed that. What became less  
15 important, column 2 or column 3? I -- I wasn't clear.

16 THE HONOURABLE FRANK MARROCCO: Column  
17 2.

18 MR. FREDERICK CHENOWETH: Thank you.

19

20 CONTINUED BY MR. JOHN MATHER:

21 MR. JOHN MATHER: In both scenarios  
22 with the arena it identifies a fabric mem -- membrane  
23 as an option that could be included. And then it  
24 says, "Sprung or equivalent."

25 Do you know why Sprung was specifically

1 identified in this document that was provided to WGD?

2

3 (BRIEF PAUSE)

4

5 MR. DAVE MCNALTY: I think, at this  
6 point, the -- we only knew of one (1) supplier for a  
7 building -- or a fabric membrane structure that was --  
8 that was like a Sprung building.

9 I -- I think we wanted to say that it  
10 would be that style of fabric structure as opposed to  
11 an agricultural style structure.

12 MR. JOHN MATHER: So, do I take it  
13 from your answer this was the way of drawing that  
14 distinction we talked about last day as between  
15 agricultural style buildings which you look at in  
16 2009/2010 and what Sprung offered with the -- the  
17 membrane and the extruded steel?

18 MR. DAVE MCNALTY: Yes.

19 MR. JOHN MATHER: Did you ever have  
20 any discussions with WGD about whether or not they  
21 were aware of any companies that provided a product  
22 similar to Sprung?

23

24 (BRIEF PAUSE)

25

1                   MR. DAVE MCNALTY:    I had discussions  
2 with them about how the Sprung -- about the -- how the  
3 strung -- Sprung building was put together and how it  
4 varied from the agricultural style fabric building.

5                   And -- and at least in the beginning of  
6 those discussions they didn't -- they weren't aware of  
7 a Sprung-type structure. And so, they wouldn't have  
8 known whether there was similar ones to a Sprung-type  
9 structure because they didn't understand the  
10 parameters in the first place.

11                  MR. JOHN MATHER:    And did they come to  
12 understand the parameters?

13                  MR. DAVE MCNALTY:    I -- as -- as we  
14 were able to provide them direction to the -- to the  
15 sales information of a Sprung structure, I -- I  
16 believe that they came to understand what the  
17 differences were.

18                  MR. JOHN MATHER:    And after that, did  
19 you have -- or, to your knowledge, any one staff have  
20 further discussions with them about whether or not  
21 they knew of any other competing manufacturers?

22                  MR. DAVE MCNALTY:    Not that I recall.  
23 But we would have welcomed that if they had suggested  
24 it.

25                  MR. JOHN MATHER:    In the foll -- next

1 bullet point it talks about other affordable structure  
2 over a new ice arena. And in both columns 2 and 3 we  
3 see that WGD provides estimates with respect to pre-  
4 engineered steel construction.

5                   Were there any other forms of structure  
6 that you were aware of at this point in time that  
7 could be a possibility for a new arena?

8                   MR. DAVE MCNALT: Not that I was  
9 aware of.

10                  MR. JOHN MATHER: If we could scroll  
11 down. Keep going to page 4. So, these identify  
12 potential implications and benefits, one (1) of which,  
13 if you look in the second column and the second last  
14 bullet point, is:

15                         "Fabric membrane structure may be  
16                         repurposed in the future."

17                  Where did that information come from?

18                  MR. DAVE MCNALT: I think it was  
19 through discussions in some of the early meetings with  
20 Sprung, that they were suggesting that one (1) of the  
21 merits of their building is that it could be taken  
22 down and moved to a new lo -- new location or a new  
23 purpose if that was desired; it was possible to do  
24 that.

25                  MR. JOHN MATHER: Is part of those

1 discussions, did Sprung indicate that that is  
2 something that had happened with their structures in  
3 the past?

4 MR. DAVE MCNALT: I can't recall  
5 specifically.

6 MR. JOHN MATHER: Are you aware of any  
7 Sprung structures that have been repurposed or  
8 relocated?

9 MR. DAVE MCNALT: I'm not aware.

10 MR. JOHN MATHER: Do you know if  
11 anyone on staff or if Sprung ever provided information  
12 on the costs associated with dismantling and  
13 repurposing a Sprung structure?

14 MR. DAVE MCNALT: Not that I'm aware  
15 of.

16 MR. JOHN MATHER: If we could go now  
17 to paragraph 270 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So, just to assist  
22 you in -- in time, Mr. McNalty, WGD has sent that  
23 terms of reference feasibility study on July 20th.  
24 There was some further discussions with WGD we see in  
25 the documents. And then this is describing an email

1 chain involving the EMC and yourself from July 24th,  
2 2012.

3 In -- in the email that's being  
4 described, the treasurer, Mr. Leonard, stated that she  
5 had asked you to continue to work with WGD on a list  
6 of items, including -- including redrawing certain  
7 parts of the schematics and providing pricing for a  
8 prefabricated steel structure and a bricks and mortar  
9 building with respect to Sprung.

10 Then Ms. Leonard stated, and it says:

11 "Leave the Sprung building pricing  
12 for now until management team and  
13 Dave McNalty can meet with Sprung  
14 people.

15 Once we have the pricing and  
16 operating costs for the buildings  
17 from WGD, somebody, Ed, Dave, Dave,  
18 and the management team, will con --  
19 contact Sprung to get pricing to  
20 ensure that we are comparing apples  
21 to apples."

22 What Ms. Leonard describes in the  
23 quoted section of her email, was that your  
24 understanding of the plan going forward at this point  
25 in time, on July 24th, 2012?

1

2

(BRIEF PAUSE)

3

4

MR. DAVE MCNALTY: That's what I read  
5 in -- in the -- the email -- or the -- the section.

6

7

(BRIEF PAUSE)

8

9

MR. DAVE MCNALTY: And it was -- to  
10 me, it was a means of moving forward to make sure that  
11 we had a direct comparison between the two (2).

12

MR. JOHN MATHER: Do you recall if, at  
13 this point in time, it was your anticipation that  
14 after pricing information was obtained by WGD, that  
15 someone from staff would then go to Sprung and get  
16 pricing information from them?

17

MR. DAVE MCNALTY: That's what I  
18 understand.

19

MR. JOHN MATHER: So, if we scroll  
20 down. I'm going to walk you through a sequence of  
21 events that happens in the next few paragraphs. And  
22 then I have -- will have some questions.

23

So, Ms. Leonard sends the email that  
24 was described above. And then acting CAO, Ed  
25 Houghton, responds on the same day, writing that the

1 Town needed to have oper infor -- operational  
2 information for the bricks and mortar buildings and  
3 the structural steel building.

4 And he adds:

5 "Actually, I'm not sure where this  
6 building fits into the equation, but  
7 I may have missed it."

8 You then respond to Mr. Houghton that:

9 "The prefab steel-type arena is in  
10 response to the request in our terms  
11 of reference for other affordable  
12 structures as more or less direct  
13 comparison to a Sprung arena.  
14 This is in contrast to the "bricks  
15 and mortar approach" which I would  
16 essentially call phase 1 of the  
17 Central -- Central Park plan as  
18 presented by the steering  
19 committee."

20 Pausing here for a second. When you're  
21 describing the terms of reference in this email, is  
22 that the document we were just looking at that set out  
23 the four (4) columns of scenarios?

24 MR. DAVE MCNALT: I would believe so.

25 MR. JOHN MATHER: Then you go on to

1 say:

2 "Mr. McNalty then wrote that there  
3 was two (2) components of operation  
4 costs to consider."

5 Scroll down. You continue:

6 "Presumably, I'm still okay to carry  
7 on the discussion with Sprung  
8 uncovering the Centennial pool. And  
9 I will discuss the rest of Heritage  
10 -- of the Heritage Park things to  
11 identify any concerns with  
12 Brian/JP."

13 Then we scroll down. Mr. Houghton then  
14 responds and says -- responds to an issue dealing with  
15 the staffing costs and operational costs. And then he  
16 goes on to say:

17 "The second thing is, regarding the  
18 structural steel building, you  
19 mention it is in response to the  
20 request in our terms of reference  
21 for "other affordable structures"."

22 And then he asks, "What do you mean by  
23 our terms of reference?" Go down to paragraph 273.  
24 You then reply and provide Mr. Houghton with an  
25 explanation about what the terms of reference are and

1 what you're referring to.

2 Pausing at this point. Do you recall  
3 if prior to this email chain you had discussed the  
4 terms of reference with Mr. Houghton?

5

6 (BRIEF PAUSE)

7

8 MR. DAVE MCNALT: Prior to when it --  
9 it was forwarded to him, I may not have because it was  
10 being developed along with the department head.

11 MR. JOHN MATHER: Did Mr. Houghton  
12 have any involvement in developing the terms of  
13 reference?

14 MR. DAVE MCNALT: Not that I recall.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: After this email  
19 chain, do you recall if you had any subsequent  
20 conversations with Mr. Houghton about the terms of  
21 reference and what its purpose was?

22 MR. DAVE MCNALT: Not that I recall.

23 MR. JOHN MATHER: Scrolling down, at  
24 paragraph 274 Mr. Houghton then responds to you. And  
25 as opposed to the other emails in this chain, the rest

1 of the EMC is not included, so this email is only to  
2 you. And he says:

3 "The last point I should make is  
4 that I will be the contact person  
5 with Sprung. The deputy mayor made  
6 that perfectly clear with me on the  
7 weekend."

8 Do you recall getting this direction  
9 from Mr. Houghton?

10 MR. DAVE MCNALTY: Yes.

11 MR. JOHN MATHER: What was your  
12 understanding of the purpose of this direction?

13

14 (BRIEF PAUSE)

15

16 MR. DAVE MCNALTY: I didn't have an  
17 in-depth understanding other than there should be one  
18 (1) point of contact, and it was going to be Mr.  
19 Houghton.

20 MR. JOHN MATHER: The notion that  
21 there should be one (1) point of contact, is that  
22 something you -- Mr. Houghton explained to you or you  
23 discussed with him?

24 MR. DAVE MCNALTY: No.

25 MR. JOHN MATHER: Did you have any

1 discussions after receiving this email with Mr.  
2 Houghton about the reasoning for him being the contact  
3 person with Sprung?

4 MR. DAVE MCNALT: No.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: In the situation of  
9 a potential procurement or purchase, was it common, in  
10 your experience, for the CAO to be designated as the  
11 contact person with a potential supplier?

12 MR. DAVE MCNALT: That would not be  
13 common.

14 MR. JOHN MATHER: What would typically  
15 happen?

16

17 (BRIEF PAUSE)

18

19 MR. DAVE MCNALT: Staff -- staff at a  
20 -- at a lower level would typically take on that work  
21 with a supplier to work out the details, and then  
22 bring it forward.

23 MR. JOHN MATHER: And why would that  
24 usually be for staff at a lower level?

25 MR. DAVE MCNALT: Just for the

1 efficiency of everybody's time.

2 MR. JOHN MATHER: Can you explain more  
3 what you mean by that?

4

5 (BRIEF PAUSE)

6

7 MR. DAVE MCNALTY: It wouldn't require  
8 the CAO's time or energy to go through that back and  
9 forth with a supplier.

10 MR. JOHN MATHER: Do you have un --  
11 any sense why in this instance that normal course  
12 approach was not followed?

13 MR. DAVE MCNALTY: I don't know.

14 MR. JOHN MATHER: Did you ever have  
15 any discussions with Mr. Houghton about why that  
16 approach wasn't followed?

17 MR. DAVE MCNALTY: No. The direction  
18 was quite clear.

19 MR. JOHN MATHER: Did you ever have  
20 any discussions with the deputy mayor about this  
21 direction?

22 MR. DAVE MCNALTY: No.

23 MR. JOHN MATHER: Throughout the time  
24 period between July 16th, 2012, to August 27th, 2012,  
25 did you have any direct conversations with the deputy

1 mayor about the recreation facilities?

2 MR. DAVE MCNALTY: No.

3 MR. JOHN MATHER: If you could pull up  
4 paragraph 24 of summary document 24.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So, we had been  
9 looking at an email chain bet -- amongst yourself and  
10 the members of the EMC, and then an email from Ed  
11 Houghton to you about him being the contact person  
12 with Sprung on July 24th, 2012.

13 This paragraph describes an email chain  
14 between yourself and Brian Gregersen, at WGD. Mr.  
15 Gregersen begins his email thanking you for the call -  
16 - for the phone call and direction and provides a  
17 summary list of what had been discussed on that call.

18 As a starting point, do you recall  
19 having a conversation with WGD on July 25th, 2012?

20 MR. DAVE MCNALTY: I'm not specific on  
21 the date, but I had conversations with them.

22 MR. JOHN MATHER: So, I will ask that  
23 we open up the email itself. It's CJI0006682.0016.

24

25 (BRIEF PAUSE)

1                   MR. JOHN MATHER:   And if we could go  
2 to the bottom of the email chain. So, I'm just going  
3 to orient you for a moment, Mr. McNalty. This email  
4 at the bottom here is from Mr. Gregersen to you  
5 copying Richard Dabrus. It's setting a -- thank you  
6 for the call and setting out a summary of the call.

7                   And then if you scroll up, you see that  
8 you reply to Mr. Gregersen's email saying, "See  
9 comments below in red." So, if you scroll back down,  
10 it appears that you have gone into the text of Mr.  
11 Gregersen's email and provided some comments.

12                  And the way it's reproduced, it looks  
13 like it's in a slightly font. Does that sound  
14 accurate to you?

15                  MR. DAVE MCNALT:   Yes.

16                  MR. JOHN MATHER:   Okay. So, looking  
17 at item number 3, Mr. Gregersen wrote:

18                         "The arena design concept will focus  
19                         on a pre-engine -- on the pre-eng  
20                         structure and a generic roof  
21                         membrane system."

22                  Pausing there, we see that is  
23 ultimately the comparison that WGD provides. Prior to  
24 this email were there -- were you aware of any other  
25 options that were being considered?

1

2

(BRIEF PAUSE)

3

4

MR. DAVE MCNALT: No.

5

MR. JOHN MATHER: Prior to this, do  
6 you recall if WGD ever presented any potential options  
7 to the Town beyond a fabric building or a pre-eng  
8 building?

9

MR. DAVE MCNALT: No.

10

MR. JOHN MATHER: In that same bullet  
11 point Mr. Gregersen wrote, "Sprung is not to be  
12 contacted at this time," to which you respond,  
13 "Correct."

14

What was the origin of the direction to  
15 WGD not to contact Sprung?

16

MR. DAVE MCNALT: It followed from  
17 the direction that the CAO was to be the contact with  
18 Sprung. And that led to the understanding that it  
19 wasn't -- that WGD wasn't to contact Sprung either.

20

MR. JOHN MATHER: How did you come to  
21 understand that Mr. Houghton's direction also applied  
22 to WGD?

23

24

(BRIEF PAUSE)

25

1                   MR. DAVE MCNALTY:    I don't  
2 specifically recall.

3

4                                   (BRIEF PAUSE)

5

6                   MR. DAVE MCNALTY:    I expect that there  
7 were ongoing discussions with the department head at  
8 that time, as well. And I recall perhaps from some of  
9 these documents that her understanding as well was  
10 that WGD shouldn't contact Sprung directly.

11                  MR. JOHN MATHER:    Is that a  
12 conversation you had with Ms. Proctor?

13                  MR. DAVE MCNALTY:    I can't recall a  
14 specific conversation, but that's the sense that I  
15 have.

16                  MR. JOHN MATHER:    Did you have a view  
17 whether it made sense to direct WGD not to contact  
18 Sprung?

19                  MR. DAVE MCNALTY:    That would make  
20 their work more difficult, but that was the direction  
21 that we had.

22                  MR. JOHN MATHER:    And, in your view,  
23 why would that make their work more difficult?

24

25                                   (BRIEF PAUSE)

1

2 MR. DAVE MCNALTY: Because they could  
3 have reached out to Sprung and got specific  
4 information on the Sprung structure directly, as  
5 opposed to relying on sales-type information and  
6 anything that we could provide.

7 MR. JOHN MATHER: And when you say  
8 "sales-type information," what do you mean? Just...

9 MR. DAVE MCNALTY: Their website,  
10 essentially, and any -- any sales information what --  
11 that would have been posted on their website.

12 MR. JOHN MATHER: Other than what  
13 you've already described about having a single point  
14 of contact with Sprung, did you have an understanding  
15 of any other reason why WGD should not be in contact  
16 with Sprung?

17 MR. DAVE MCNALTY: No.

18 MR. JOHN MATHER: Looking down to the  
19 sixth bullet point, it says,

20 "The pool is not to be included."

21 To which you respond:

22 "Correct."

23 Do you recall the nature of the  
24 conversation on the phone call with WGD with respect  
25 to whether or not they should be looking at the pool?

1                   MR. DAVE MCNALT:    I don't remember  
2 the specifics of the phone call.

3                   MR. JOHN MATHER:   Prior to the -- this  
4 email and the phone conversation that it contemplates,  
5 was it being considered that -- was it under  
6 consideration that WGD might also look into the pool?

7                   MR. DAVE MCNALT:    Not that I recall.

8                   MR. JOHN MATHER:   Do you have any  
9 sense of why this was a point that WGD was seeking  
10 confirmation on at this point in time?

11

12                                       (BRIEF PAUSE)

13

14                   MR. DAVE MCNALT:    The WGD work was  
15 focussed on Central Park, and they had no awareness of  
16 the pool or the Heritage Park potential development,  
17 and so that was not in their scope of work.

18                   MR. JOHN MATHER:   On Tuesday, you  
19 agreed that before Council proceeded with a fabric  
20 structure over the pool, that it would be a good idea  
21 for serious consideration to be given to other types  
22 of structures that could be used to cover the pool.

23                                       In your view, was there an opportunity  
24 available to the Town to have WGD look into other  
25 types of structures that could cover the pool?

1                   MR. DAVE MCNALT:    The opportunity was  
2   there if we had of broadened their scope to look at  
3   that.  I think the selected recommendation to cover  
4   the pool with a fabric building didn't -- didn't lead  
5   us in that direction.

6                   MR. JOHN MATHER:   Do you recall any  
7   discussions about whether or not -- whether or not  
8   even though the direction from Council was a fabric  
9   building for the pool, that this work should be  
10  undertaken in any event?

11                  MR. DAVE MCNALT:    I don't recall that  
12  conversation, no.

13

14                                       (BRIEF PAUSE)

15

16                  MR. JOHN MATHER:    If we could go to  
17  paragraph 275 of the Foundation Document.

18

19                                       (BRIEF PAUSE)

20

21                  MR. JOHN MATHER:    So this paragraph  
22  contemplates a meeting being set up as between certain  
23  staff and -- and Tom Lloyd of Sprung, and this  
24  proposed date is July 27th, 2012.

25                                       Do you recall if you attended the

1 meeting that's contemplated here?

2 MR. DAVE MCNALT: If I was invited to  
3 this meeting, I would have attended.

4 MR. JOHN MATHER: Did you attend  
5 meetings with Sprung or BLT between July 16th and  
6 August 27th, 2012?

7 MR. DAVE MCNALT: Sorry, between July  
8 16th and August 27th?

9 MR. JOHN MATHER: Yes, between the two  
10 (2) Council meetings.

11 MR. DAVE MCNALT: Not that I recall  
12 in that time period, becau -- I mean, I'm not sure of  
13 the exact timing, but I think in that time period, the  
14 contact with Sprung was designated to be the CAO.

15 MR. JOHN MATHER: Stepping back for a  
16 second, do you recall when you first were introduced  
17 to who BLT was?

18 MR. JOHN MATHER: Yes.

19 MR. JOHN MATHER: What do you recall  
20 about that?

21 MR. DAVE MCNALT: It was in one of  
22 the early meetings with Sprung representatives, and  
23 BLT was present, and BU -- BLT was presented as  
24 Sprung's preferred erector, preferred contractor for  
25 Ontario for their buildings.

1                   MR. JOHN MATHER:   And how -- what did  
2   that mean, or how was it explained, what a preferred  
3   erector was?

4                   MR. DAVE MCNALT:   It was -- it was  
5   along the lines of that BLT was a -- an authorized  
6   dealer for Sprung but didn't quite go that far. It  
7   was more, If we're going to sell a Sprung building in  
8   Ontario, then BLT would be their preferred contractor  
9   to build that building.

10                  MR. JOHN MATHER:   Was it your  
11   understanding that the Town would have to use BLT if  
12   they decided to proceed with Sprung?

13                  MR. DAVE MCNALT:   That was the  
14   understanding that was presented. If you pushed back  
15   on that, would they have gone -- would they have  
16   accepted another contractor? Maybe, but it was  
17   presented as, This is our preferred contractor for  
18   Ontario that knows our buildings, knows how to build  
19   them, and so that they would be the ones building it.

20                  MR. JOHN MATHER:   Did anyone at the  
21   meeting you were at push back on the notion that BLT  
22   would come along with Sprung?

23                  MR. DAVE MCNALT:   No.

24                  MR. JOHN MATHER:   At any other time,  
25   do you know if anyone approached Sprung or discussed

1 further with Sprung whether another contractor could  
2 be used?

3 MR. DAVE MCNALTY: Not that I'm aware  
4 of.

5 MR. JOHN MATHER: Do you recall being  
6 present for any discussions among staff about whether  
7 or not the Town should consider, if it's going to  
8 proceed with Sprung, looking at other potential  
9 contractors?

10 MR. DAVE MCNALTY: No, I don't recall  
11 any other conversation.

12 MR. JOHN MATHER: Was it something  
13 that had crossed your mind at that point in time?

14 MR. DAVE MCNALTY: At -- at that point  
15 in time, it -- I don't believe it crossed my mind  
16 because this would be -- was being presented as a  
17 design-build contract, and in my experience, with a  
18 design-build contract, the -- the contracting group,  
19 the supplying group, have relationships with each  
20 other and have established relationships with each  
21 other, and that's the basis for how they put their  
22 projects together.

23 If -- if it were not going to be a  
24 design-build project, then there would be opportunity  
25 to entertain other contractors or the thought of other

1 contractors, but it wasn't abnormal to me in a design-  
2 build contract for the vendor to bring their team.

3 MR. JOHN MATHER: In your view, was it  
4 possible to proceed with a Sprung structure and not  
5 proceed with a design-build contract?

6 MR. DAVE MCNALTY: It would have been  
7 possible. It wasn't considered at the time, that I  
8 recall.

9 MR. JOHN MATHER: Do you know how it  
10 came to be that the consideration, when it came to  
11 Sprung and the Sprung structure, was, We're looking at  
12 a design-build option?

13 MR. DAVE MCNALTY: It think that  
14 that's the way that it was presented from the  
15 beginning.

16 MR. JOHN MATHER: Presented by who?

17 MR. DAVE MCNALTY: By Sprung.

18 MR. JOHN MATHER: Was it the case,  
19 then, that your understanding was that Sprung and BLT  
20 were making a joint proposal to the Town of  
21 Collingwood?

22 MR. DAVE MCNALTY: Yes. Yes, a joint  
23 proposal. At the end of the day, one (1) of them had  
24 to be the lead on that, and that ended up being BLT.

25 MR. JOHN MATHER: Do you know how that

1 decision was arrived at, where BLT would be the lead  
2 at the end of the day?

3 MR. DAVE MCNALT: No, that would --  
4 in my mind, that would have been their decision.

5 MR. JOHN MATHER: So we've looked at  
6 the work that WGD was asked to do with respect to  
7 comparing the two types of construction, and we see in  
8 the documents that throughout July and into August,  
9 WGD is -- is preparing the work they've been asked to  
10 prepare.

11 During that same time period, what was  
12 Sprung and BLT doing in terms of preparing to -- to  
13 assist the Town in making its decision?

14 MR. DAVE MCNALT: If -- if I'm  
15 thinking of the time frame right, we had provided them  
16 with details of the existing park and -- park and  
17 amenities, and they would have been developing a  
18 conceptual design and putting together cost estimates.

19 MR. JOHN MATHER: You discussed  
20 yesterday that the early meetings with Sprung we saw  
21 in July 2012 were part of an investigative process,  
22 and so from the standpoint of a procurement, it was  
23 okay to be meeting with them at that point in time.

24 MR. DAVE MCNALT: Yes.

25 MR. JOHN MATHER: The work that Sprung

1 and BLT did for the Town in terms of developing design  
2 and cost estimates, was that part of the investigative  
3 process?

4 MR. DAVE MCNALT: Yes.

5 MR. JOHN MATHER: At what point, then,  
6 does the investigative process end?

7 MR. DAVE MCNALT: It should have  
8 ended by the time that staff was starting to prepare a  
9 staff report.

10 MR. JOHN MATHER: If we could open up  
11 paragraph 293.

12

13 (BRIEF PAUSE)

14

15 MR. JOHN MATHER: So, Mr. McNalty,  
16 this paragraph describes two (2) documents that you  
17 sent to Dennis Seymour on August 2nd, 2012, at 9:38  
18 a.m., and I'll ask that those documents get -- be  
19 opened. The first is TOC0194603.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: And if you could  
24 just scroll through the document so Mr. McNalty can  
25 get a sense of the whole document, and feel free to

1 direct the court operator.

2 So that's the first of the two  
3 attachments, Mr. McNalty, dealing with the pool, and  
4 then the second one is TOC0194604.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: And if you can just  
9 scroll down. So this is the second attachment,  
10 similar format to the first but dealing with the  
11 arena. Are you familiar with these documents?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: What was the purpose  
14 of these documents?

15 MR. DAVE MCNALT: Developing the --  
16 the -- the scope or the design parameters for both the  
17 pool and the arena I think to begin to develop common  
18 ground between what Sprung would propose and the  
19 information that WGD was developing.

20 MR. JOHN MATHER: Was the intent,  
21 then, to provide these documents to Sprung or BLT?

22 MR. DAVE MCNALT: I think so.

23 MR. JOHN MATHER: Do you know if this  
24 -- well, actually, different question. The design  
25 components that are listed in these documents, do you

1 know where they originated from?

2 MR. DAVE MCNALT: I recall -- I  
3 recall a meeting with some Town staff and -- and  
4 Sprung where we discussed what the components of the  
5 facilities would be, and I think that these lists were  
6 sort of documenting what was discussed in terms of  
7 what they were developing as a conceptual design.

8 MR. JOHN MATHER: So if we could go to  
9 paragraph 295 of the Foundation Document.

10 THE HONOURABLE FRANK MARROCCO: Just  
11 before you do that, I thought the point of contact was  
12 supposed to be Mr. Houghton, but you just -- were just  
13 saying that there was a meeting between Town staff and  
14 Sprung. So then why couldn't WGD meet with Sprung?

15 MR. DAVE MCNALT: I think it has to  
16 do with time frame, and I notice that this was August  
17 2nd. I don't recall exactly when the direction from  
18 the CAO came that they should be the only -- that the  
19 CAO should be the only contact with Sprung, but my  
20 sense is that that direction came after this point.

21 THE HONOURABLE FRANK MARROCCO: I  
22 thought it was July 24th.

23 MR. JOHN MATHER: Perhaps I could be  
24 of some assistance in setting -- in setting out the  
25 time line. Mr. Houghton sent the direction on July

1 24th. If we go to paragraph 292, this paragraph  
2 contemplates a meeting scheduled with Sprung for  
3 August 3rd, 2012; and if we scroll down and go to  
4 paragraph 295, on August 3rd, Larry Irwin emails Dave  
5 MacNeil of Sprung notes from today's meeting, and the  
6 attachment to that email is the list that we were  
7 looking at with some additional items identified in  
8 red. So it appears that there was a meeting on August  
9 3rd with representatives of Sprung.

10

11 CONTINUED BY MR. JOHN MATHER:

12 MR. JOHN MATHER: Do you recall if you  
13 attended that meeting, Mr. McNalty?

14 MR. DAVE MCNALT: I -- I recall being  
15 at a meeting where that list was discussed. I would  
16 have thought it might have been earlier in the  
17 process, but it is what it is.

18 MR. JOHN MATHER: To His Honour's  
19 question, do you recall why it was the case that staff  
20 members were meeting with Sprung at this point in time,  
21 after WGD had been told that they shouldn't be in  
22 contact with Sprung?

23 MR. DAVE MCNALT: The time frame  
24 eludes me as to what steps happened first. My  
25 recollection is that we had the direction that the CAO

1 was to be the point of contact. This meeting  
2 apparently happened after that. At some point in  
3 there, we sent the terms of reference to WGD, which I  
4 think were based on these same lists. So that's what  
5 I can recall.

6 THE HONOURABLE FRANK MARROCCO: But --  
7 but why wouldn't WGD be at the meeting, then? I mean,  
8 they're being asked to do the pricing or whatever you  
9 call it.

10 MR. DAVE MCNALT: Not on a Sprung  
11 building, specifically. On a comparable-to-Sprung or  
12 a pre-eng style building.

13 THE HONOURABLE FRANK MARROCCO: They -  
14 - they were not asked to estimate the cost of a Sprung  
15 building; they were asked to estimate the cost of a  
16 similar type of building?

17 MR. DAVE MCNALT: I think the options  
18 provided to WGD were a Sprung-type building or  
19 equivalent or an alternative economical building type  
20 such as a pre-eng steel building.

21 THE HONOURABLE FRANK MARROCCO:  
22 Wouldn't a Sprung-type building include a Sprung  
23 building?

24 MR. DAVE MCNALT: Yes. I -- I didn't  
25 organize the meeting.

1 THE HONOURABLE FRANK MARROCCO: Like,  
2 I didn't -- I -- Mr. McNalty, I -- I did not mean to  
3 imply that you organized the meeting.

4 MR. DAVE MCNALT: Okay.

5 THE HONOURABLE FRANK MARROCCO: I  
6 certainly did not intend to do that.

7

8 CONTINUED BY MR. JOHN MATHER:

9 MR. JOHN MATHER: If we could go back  
10 -- I'm sorry. If we could open the attachment that's  
11 referred to, the notes from this meeting on August  
12 3rd, 2012, in TOC0195146.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: If we could scroll  
17 down. This is for the arena, and we see that it's a  
18 similar list to the list that you had sent to Dennis  
19 Seymour on August 2nd, although there's some items  
20 added in red and some items crossed out. You said you  
21 recalled attending a meeting where these design  
22 components were discussed. It appears this was a  
23 meeting where that happened.

24 Do you know if there was any meetings  
25 before this in which Sprung or BLT was present to

1 discuss potential design components?

2 MR. DAVE MCNALT: I believe it was  
3 discussed at previous meetings. There were previous  
4 meetings with Sprung. I'm questioning myself as to  
5 whether this might have been a second iter --  
6 iteration of those discussions. I certainly remember  
7 being present at a meeting when those items were  
8 discussed.

9 MR. JOHN MATHER: Do you know if this  
10 list of design components was provided to WGD?

11

12 (BRIEF PAUSE)

13

14 MR. DAVE MCNALT: I don't -- I don't  
15 recall if the list in this form was presented to WGD,  
16 but our intention was to have WGD and Sprung looking  
17 at the same components.

18 MR. JOHN MATHER: And how -- how was -  
19 - what steps were taken to seek to have WGD and Sprung  
20 looking at the same components?

21 MR. DAVE MCNALT: I -- I don't recall  
22 specifically.

23

24 (BRIEF PAUSE)

25

1                   MR. DAVE MCNALTY:   And I'm looking at  
2   this list now, and I'm -- I see that it contemplates a  
3   second-floor mezzanine and an elevator and so forth.

4                   So, this list at this point in time may  
5   not have been provided to WGD.

6                   MR. JOHN MATHER:   And why -- and why -  
7   - why do those elements make you believe that's the  
8   case?

9                   MR. DAVE MCNALTY:   Because in the --  
10   in the information that eventually came back from WGD  
11   there was not a second-floor mezzanine included.

12                  MR. JOHN MATHER:   Do you have any  
13   understanding why WGD was not advised about the  
14   interest in including a second-floor mezzanine?

15                  MR. DAVE MCNALTY:   I don't recall.

16                  MR. JOHN MATHER:   If we could pull up  
17   CJI7092.

18                  THE HONOURABLE FRANK MARROCCO:   Are  
19   you going on to something else or are you still --

20                  MR. JOHN MATHER:   It's related to --

21                  THE HONOURABLE FRANK MARROCCO:   Oh,  
22   okay.

23                  MR. JOHN MATHER:   -- to this, so.

24

25                                       (BRIEF PAUSE)

1 CONTINUED BY MR. JOHN MATHER:

2 MR. JOHN MATHER: So, if we could  
3 scroll down. This is an email that you were not a  
4 party to, Mr. McNalty, in which Abby Stec sends  
5 certain people at BLT a document that she describes as  
6 a scope of work for the arena and the pool.

7 And if we can open up what Ms. Stec has  
8 now identified as the attachment, CJI6583.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: And if we can scroll  
13 down. So, this attachment -- can you just scroll  
14 through the whole document -- contains the text of  
15 what we saw you send Dennis Seymour -- Seymour, more  
16 or less, the day before, on August 2nd, 2012.

17 Do you have any understanding of how  
18 Ms. Stec obtained the information that was in the  
19 memoran -- the -- the documents you had prepared for  
20 Mr. Seymour's review?

21 MR. DAVE MCNALT: No.

22 MR. JOHN MATHER: Were you aware at  
23 this point in time that Ms. Stec had this information?

24 MR. DAVE MCNALT: No.

25 MR. JOHN MATHER: I am about to move

1 away from this document, or move on to another topic.

2 If -- if you want to take a break or if you have a

3 question --

4 THE HONOURABLE FRANK MARROCCO: We'll

5 -- we'll take a short recess, Mr. McNalty, ten (10)

6 minutes or so.

7

8 --- Upon recessing at 10:19 a.m.

9 --- Upon resuming at 10:32 a.m.

10

11 CONTINUED BY MR. JOHN MATHER:

12 MR. JOHN MATHER: Before we broke, we

13 were looking at a document that was on a Green Leaf

14 letterhead or memo head, and had been sent to BLT by

15 Abby Stec.

16 In August 2012, did you have any

17 knowledge of the Green Leaf company?

18 MR. DAVE MCNALT: No.

19 MR. JOHN MATHER: At any point in

20 time, did you speak with Ms. Stec about Sprung or the

21 recreation fill -- facilities before August 27th?

22 MR. DAVE MCNALT: No.

23 MR. JOHN MATHER: Did you ever speak

24 to her after August 27th about the --

25 MR. DAVE MCNALT: No.

1 MR. JOHN MATHER: -- facilities?

2 MR. DAVE MCNALTY: I'm sorry.

3 MR. JOHN MATHER: Prior to August  
4 27th, 2012, did you have any conversations with Paul  
5 Bonwick about Sprung or the recreation facilities?

6 MR. DAVE MCNALTY: No.

7 MR. JOHN MATHER: Did you have any  
8 conversations with him afterwards?

9 MR. DAVE MCNALTY: No.

10 MR. JOHN MATHER: At what point in  
11 time did you learn that Green Leaf, Ms. Stec, or Mr.  
12 Bonwick had been working with BLT in respect of the  
13 recreation facilities?

14 MR. DAVE MCNALTY: Years later, after  
15 it was in the media.

16 MR. JOHN MATHER: If we could pull up  
17 paragraph 27 of Summary Document 24.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So this is an --  
22 this is describing email from Mr. Houghton to yourself  
23 while you were on vacation, it appears, about the  
24 staff report that was going to be prepared with  
25 respect to the two (2) Sprung facilities. And he

1 writes that:

2 "It must be prepared for the 21st so  
3 -- so that it can go to the  
4 departments heads."

5 You responded that:

6 "We have asked WGD to have all  
7 information for Central Park back to  
8 us by August 15th. We will have to  
9 make sure we have Sprung information  
10 by then as well."

11 Mr. Houghton then replies:

12 "Remind me what was WGD doing again?  
13 It seems we may not need them."

14 Do you know what Mr. Houghton meant at  
15 this point in time when he said, We may not need WGD?

16 MR. DAVE MCNALTY: No.

17 MR. JOHN MATHER: Did you ever have a  
18 discussion with Mr. Houghton where he explained why  
19 WGD might not be necessary at this point?

20 MR. DAVE MCNALTY: I don't believe so.

21 MR. JOHN MATHER: Are you aware of any  
22 reason why staff would not need WGD's report at this  
23 point in time?

24 MR. DAVE MCNALTY: No.

25 THE HONOURABLE FRANK MARROCCO: Well,

1 Mr. McNalty, you -- you said in the email there:

2 "We will have to make sure that we  
3 have all the Sprung information by  
4 then as well."

5 Were you expecting Mr. Houghton to have  
6 the Sprung information?

7 MR. DAVE MCNALT: I believe so.

8 THE HONOURABLE FRANK MARROCCO: So  
9 then did the WG -- WGD information, which wasn't going  
10 to include Sprung, I guess, because they'd been  
11 precluded from contacting Sprung, was going to go to  
12 Mr. Houghton, who had the Sprung information, and --  
13 and then there was going to be a report prepared? Was  
14 that how it was supposed to work?

15 MR. DAVE MCNALT: I wouldn't have  
16 expected Mr. Houghton to draft the report. I would  
17 have expected myself with the department head to  
18 disseminate the information, compare it, and perhaps  
19 discuss it, and then start to develop a report.

20 THE HONOURABLE FRANK MARROCCO: But  
21 you would be getting -- you would be -- you were  
22 expecting to get -- correct me if I'm wrong. You were  
23 expecting to get the Sprung information from Mr.  
24 Houghton for the report?

25 MR. DAVE MCNALT: Yes.

1 THE HONOURABLE FRANK MARROCCO: Thank  
2 you.

3

4 CONTINUED BY MR. JOHN MATHER:

5 MR. JOHN MATHER: If we could go to  
6 paragraph 36 of this Summary Document.

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: So this paragraph  
11 explains that on August 16th, 2012, WGD sent Ms.  
12 Proctor and yourself a series of documents, including  
13 the first version of the -- their report comparing the  
14 fabric building to a pre-engineered steel building.

15 If we can scroll down to paragraph 38.  
16 So the version of the report that was sent at this  
17 point in time discussed the interior and exterior  
18 building component specifications, green options, and  
19 primary outline of specific -- specifications for the  
20 major building areas components. And then with  
21 respect to the heading 'pre-engineered structure  
22 versus membrane envelope energy usage', it's stated  
23 that:

24 "The normal insulation values for a  
25 pre-engineered sandwich panel

1 structure is R19 for roofs and R12  
2 for walls. Membrane structures, by  
3 their nature, have no inherent  
4 thermal resistant 'R' value."

5 And then it goes on to talk about that  
6 there is insufficient detail to do accurate modelling  
7 in terms of energy usage.

8 Looking at the first paragraph, can you  
9 first explain to someone who may not know what 'R'  
10 value is when it comes to insulation?

11

12 (BRIEF PAUSE)

13

14 MR. DAVE MCNALT: A given insulation  
15 has a insulating value per inch of thickness and so a  
16 different thickness of insulation will have a  
17 different 'R' value that represents the -- its ability  
18 to stop heat transfer.

19 MR. JOHN MATHER: So the higher the  
20 'R' value number, the greater the insulated --  
21 insulative properties?

22 MR. DAVE MCNALT: Correct.

23 MR. JOHN MATHER: What WG (sic) wrote  
24 in the first draft of the report that the membrane  
25 structures by their nature have no inherent thermal

1 resistant "R" value, was that something you understood  
2 to be true at this point in time?

3 MR. DAVE MCNALT: WGD's understanding  
4 at this point for whatever reason had reverted back to  
5 the agricultural style fabric building, which has no  
6 insulating value, because there's no insulation. I --  
7 I recall a bit of frustration that that's -- that they  
8 had not yet come to an understanding that the Sprung  
9 style of building was constructed differently and did  
10 have insulate -- insulation.

11 MR. JOHN MATHER: How were they to  
12 come to that understanding if they couldn't speak to  
13 Sprung?

14 MR. DAVE MCNALT: That information  
15 would have been available on the Sprung website.

16 MR. JOHN MATHER: When you spoke  
17 earlier about how it would -- how the direction not to  
18 speak to Sprung would have made WGD's work more  
19 difficult, is this an example of a way in which it was  
20 made more difficult because it did not have direct  
21 access to Sprung?

22 MR. DAVE MCNALT: Yes, that would be  
23 an example.

24 MR. JOHN MATHER: If we can go to  
25 paragraph --

1 THE HONOURABLE FRANK MARROCCO: Just  
2 before you do that, I'm -- I'm a little confused,  
3 because I thought in one (1) of your responses to me  
4 WGD were not -- you thought they were not looking at a  
5 Sprung structure but Sprung-like structures and -- or  
6 -- or membranes other than Sprung membranes.

7 Was that right? Did I --

8 MR. DAVE MCNALT: That's right. And  
9 I think again if I have the time frame correct, the  
10 Terms of Reference document that was created for WGD  
11 along this process, it stated Sprung or -- Sprung or  
12 similar equivalent, and I believe that in -- in  
13 conversation -- telephone conversations, I think I  
14 tried to explain the building system and how it was  
15 different than a traditional ag-style membrane  
16 building.

17 THE HONOURABLE FRANK MARROCCO: Okay.  
18 So their understanding of what a Sprung building or  
19 Sprung membrane structure was like would come from  
20 you. Is that right?

21 MR. DAVE MCNALT: Yes.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: And if we could  
25 scroll down to paragraph 39.

1                   We see in this paragraph that you  
2   respond or you provide WGD in response to the report,  
3   a Sprung slide show about performance arenas and in it  
4   you write that:

5                   "Attached is a brochure on insulated  
6                   fabric member -- membrane arenas in  
7                   terms of thermal performance, their  
8                   claim is R-30."

9                   And then you talk about the spacing of  
10   the aluminum extrusions.

11                  Stopping here, I'll have some  
12   questions, but was the purpose of sending this email  
13   to Sprung to provide -- sorry, to WGD, to provide them  
14   the information about Sprung we've just been  
15   discussing?

16                  MR. DAVE MCNALTY:    Yes, I believe so.  
17   This was after what we just looked at, right?

18                  MR. JOHN MATHER:     Yes.

19                  MR. DAVE MCNALTY:    So, yes, this was  
20   my attempt to clarify their understanding of the  
21   Sprung construction system.

22                  MR. JOHN MATHER:     In the second  
23   sentence of the email you say:

24                  "The aluminum extrusions are placed  
25                   in the range of ten (10) to twelve

1 (12) feet apart, and between each is  
2 -- each is outside membrane, nine  
3 (9) inch insulation inside membrane.  
4 There is no thermal break in the  
5 aluminum extrusions, but they are  
6 spaced quite far apart."

7 What are you trying to ex -- express in  
8 these sentences?

9 MR. DAVE MCNALT: That the -- the R-  
10 30 insulative properties of the structure were not  
11 significantly compromised by the -- by the aluminum ex  
12 -- extrusions that did not have a thermal break built  
13 into them.

14 So in a -- in a traditional -- in an  
15 example of a pre-eng steel building, you have the main  
16 steel structure and then wall girts or roof purlins  
17 that go between them and they'll be spaced at every  
18 three (3) or four (4) feet, and -- and then the  
19 insulation is sandwiched most often between those  
20 girts or purlins and the exterior wall sheeting and  
21 it's compressed.

22 And so the spacing is relation -- is in  
23 relation to the idea that this system would compromise  
24 -- this system would not compromise the insulating  
25 value as much as it would be compromised in a pre-eng

1 steel building, for example.

2 MR. JOHN MATHER: And how does the  
3 spacing lead you to that conclusion?

4 MR. DAVE MCNALT: Less -- less  
5 thermal breaks -- or sorry, that's -- I said that  
6 backwards. Less points where the insulating value is  
7 compromised.

8 MR. JOHN MATHER: We see later a  
9 reference to a term called a "thermal bridge." Is  
10 that what a thermal bridge is, is an opportunity where  
11 heating can escape, in -- in layman's terms?

12 MR. DAVE MCNALT: Yes. That was the  
13 word I was looking for. The -- the thermal bridge  
14 compromises the insulative properties.

15 MR. JOHN MATHER: So was it the case  
16 then that with the Sprung structures, to your  
17 understanding, at every point where there's an  
18 aluminum extrusion, there is an opportunity for the --  
19 a break in the insulation and heat to escape?

20 MR. DAVE MCNALT: That would be  
21 correct.

22 MR. JOHN MATHER: And that's a thermal  
23 bridge?

24 MR. DAVE MCNALT: That's a thermal  
25 bridge.

1                   MR. JOHN MATHER:    Okay.  And in this  
2   you say there's no thermal break in the extrusions.  
3   What is a thermal break?

4                   MR. DAVE MCNALT:    It would be a -- it  
5   would be a configuration where the metal, which is an  
6   ideal conductor, does not go continually from the  
7   inside of the building to the outside of the building.

8                   So for instance, a window frame has an  
9   inside frame and an outside frame, and those two (2)  
10  frames are separated by something that's insulative,  
11  so that the cold doesn't travel through the complete  
12  window frame.  It would travel through the exterior  
13  part of the window frame and stop at that insulating  
14  point, and similarly from the inside the -- the warm  
15  would penetrate part way through that window -- window  
16  frame but stop at that thermal break.

17                  MR. JOHN MATHER:    So considering a --  
18  a -- the aluminum extrusions on the Sprung, is the  
19  idea here that the aluminum that is on the inside of  
20  the building continues to the outside of the building  
21  without anything interrupting it in between such that  
22  the heat loss that travels through the aluminum goes  
23  directly to the outside?

24                  Is that --

25                  MR. DAVE MCNALT:    That's -- that's

1 correct. And so -- and that's where the spacing of  
2 the aluminum extrusions comes in, because they are  
3 spaced far apart. Therefore, there's fewer thermal  
4 bridges.

5 MR. JOHN MATHER: And I -- I just want  
6 to make sure I understand this. Is this a fair  
7 summary of -- of what you're trying to express here,  
8 that although there are no breaks when it comes to the  
9 aluminum extrusions, the potential negative energy  
10 effects of that are mitigated by the fact that the  
11 extrusions are spaced widely apart, especially as  
12 compared to a pre-engineered steel building?

13 MR. DAVE MCNALTY: That's correct, and  
14 -- and it's in regards to looking at the overall  
15 building enclosure.

16 THE HONOURABLE FRANK MARROCCO: Be --  
17 be -- before you go on to something else, you say in  
18 your email:

19 "Remember, you are not to contact  
20 the manufacturer in conjunction with  
21 this project at this time."

22 Is -- so they can get the information  
23 from you, but they can't get the information directly  
24 from the manufacturer, and -- and -- and -- is that  
25 right?

1                   MR. DAVE MCNALT:     Correct, and that's  
2 was just following through on the direction that we  
3 had.

4                   THE HONOURABLE FRANK MARROCCO:     The  
5 fact that you say that -- I mean, was this -- were you  
6 concerned that they might contact the manufacturer?  
7 What was -- was this such a terrible thing?

8                   MR. DAVE MCNALT:     I don't recall that  
9 I was particularly concerned about them contacting the  
10 manufacturer, but the direction that we were carrying  
11 out was that the CAO was going to be the point of  
12 contact with Sprung.

13                   THE HONOURABLE FRANK MARROCCO:     Okay,  
14 but they're not getting this information about the  
15 insulation from the CAO. They're getting it from you,  
16 so you're -- you're conveying the information, but  
17 they can't get it directly.

18                   Did that seem odd to you at the time?

19                   MR. DAVE MCNALT:     It was -- certainly  
20 made the -- the process more difficult.

21                   THE HONOURABLE FRANK MARROCCO:     Right.  
22 That's -- that's fine. And you were going to say? I  
23 didn't mean to cut you off.

24                   MR. DAVE MCNALT:     No, I mean, that's  
25 -- it made the situation more difficult, and perhaps

1 it seemed unnecessarily so, but that's what it was.

2 THE HONOURABLE FRANK MARROCCO: Go

3 ahead.

4

5 CONTINUED BY MR. JOHN MATHER:

6 MR. JOHN MATHER: Related to that, was  
7 there anything that prompted you to send this reminder  
8 at this point in time?

9 MR. DAVE MCNALT: Nothing specific  
10 that I remember.

11 MR. JOHN MATHER: So if we could open  
12 the brochure that you attached to the email, which is  
13 TOC200937.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: I'll take you to a  
18 couple portions of this brochure. At the outset,  
19 though, I take it this is a brochure that was provided  
20 to you by Sprung?

21 MR. DAVE MCNALT: It came from  
22 Sprung. It may have been available on their website,  
23 or it may have been provided on their FTP site, but,  
24 yes, it came from Sprung.

25 MR. JOHN MATHER: If we could go to

1 page 10. So this page discusses Sprung and the green  
2 footprint, and if we scroll down, the fourth bullet  
3 point down says,

4 "LEED certifiable, recycled content,  
5 energy performance, durability,  
6 construction waste management, and  
7 deconstructability."

8 This reference to Sprung being LEED  
9 certifiable, is this an example of the -- the sorts of  
10 things that you remember being provided or told by  
11 Sprung that led you to the belief that the Sprung  
12 structure would be -- would -- could achieve a silver  
13 certification upon operation?

14 MR. DAVE MCNALT: This type of  
15 information, along with their verbal explanations.

16 MR. JOHN MATHER: Go to the next page.  
17 So this page describes a -- a thing that is called the  
18 Sprung Shield, which is described as:

19 "A virtually non-penetrable defense  
20 wall for protection against  
21 vandalism. It has multiple  
22 protective layers and rises 8 feet 6  
23 inches around the structure."

24 Do you recall being told anything more  
25 about the Strung -- sorry, about the Sprung Shield at

1 any point in time?

2 MR. DAVE MCNALTY: It was -- it was  
3 discussed -- again, presented by Sprung in the -- the  
4 verbal discussions that this was a component available  
5 for their facilities.

6 MR. JOHN MATHER: During those  
7 discussions, was it explained that this component came  
8 at an additional cost?

9 MR. DAVE MCNALTY: I would have  
10 understood that it would be -- I believe I understood  
11 that it was optional. I would have understood that  
12 there would be a cost associated with it, but at that  
13 time, I had no understanding of whether it was  
14 included or excluded from what they were proposing.

15 MR. JOHN MATHER: When you recei --  
16 when the Town received the proposal and the pricing  
17 from Sprung and BLT later in August, did you believe  
18 that the Sprung Shield was included in that pricing?

19 MR. DAVE MCNALTY: I -- I recall -- I  
20 can't remember whether I thought it was included or  
21 excluded from the information that we got in August.  
22 I recall at some point probably after that asking  
23 whether it was included or excluded, and the answer  
24 was that it was not included.

25 MR. JOHN MATHER: Was that something

1 that surprised you?

2 MR. DAVE MCNALTY: I would have  
3 thought that we would have included it.

4 MR. JOHN MATHER: And why -- why would  
5 you have thought that?

6 MR. DAVE MCNALTY: Because of the  
7 enhanced security that it would provide for the  
8 facilities.

9 MR. JOHN MATHER: Do you remember when  
10 the meeting you're describing in which it was -- in  
11 which the Town was advised it wasn't included -- do  
12 you remember when that happened?

13 MR. DAVE MCNALTY: I actually think  
14 when I learned that, it was after the -- the contract  
15 was awarded.

16 MR. JOHN MATHER: Do you - and I  
17 appreciate it was seven (7) years ago -- do you have a  
18 sense of how long after the contract was awarded?

19 MR. DAVE MCNALTY: A matter of a week  
20 or two (2).

21 MR. JOHN MATHER: Do you remember who  
22 was at that meeting?

23 MR. DAVE MCNALTY: I think there was -  
24 - there was representatives from Sprung there. There  
25 was representatives from BLT there. There was some

1 Town staff. That's what I recall.

2 THE HONOURABLE FRANK MARROCCO: So was  
3 the injunction that the CAO, Mr. Houghton, was to be  
4 the only point of contact no longer in effect?

5 MR. DAVE MCNALTY: This -- yes,  
6 because this was after -- after the staff report,  
7 after the contract was signed.

8 THE HONOURABLE FRANK MARROCCO: Okay.

9 MR. DAVE MCNALTY: It was sort of, as  
10 I recall, a kickoff meeting to start off the project.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: So if we could go to  
14 paragraph 43 of Summary Document 2-4.

15

16 (BRIEF PAUSE)

17

18 So this paragraph is describing that  
19 Tom Ingersoll on August 17th provided WGD with  
20 preliminary -- with a preliminary budget for the  
21 proposed Collingwood arena on August 17th, at 3:19  
22 p.m. He then explains the work that is done to arrive  
23 at the budget numbers. And his conclusion at the end  
24 of the email is that based on his review he felt the  
25 overall savings to use a fabric structure would be in

1 the four hundred and fifty thousand dollars (\$450,000)  
2 to five hundred and fifty-thousand dollars (\$550,000)  
3 range.

4                   If we go to the paragraph 45 we see  
5 that on the same day but later in the afternoon the --  
6 the revised -- Ms. Proctor is sending a revised  
7 package with information compiled in to one (1) report  
8 from WGD and this -- this email encloses the final  
9 report as well as enclosed the budget numbers that Mr.  
10 Ingersoll had prepared and we see that the roughly  
11 five hundred thousand dollars (\$500,000) difference  
12 that he identified in his email is what is  
13 incorporated into WGD's final report.

14                   Do you recall, generally, that that was  
15 WGD's conclusion that a pre-engineered steel building  
16 would cost somewhere between four fifty (450) to five  
17 hundred and fifty-thousand (\$550,000) more than a  
18 fabric building?

19                   MR. DAVE MCNALTY:    Yes.

20                   MR. JOHN MATHER:    If we could open the  
21 WGD report which is TOC0201266.

22

23                   (BRIEF PAUSE)

24

25                   MR. JOHN MATHER:    Okay. So this is

1 the report that WGD provided on August 17th, 2012 and  
2 if we could scroll to page 2.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Stopping there we  
7 see that WGD has, at the beginning of the report,  
8 listed a series of design components for the arenas  
9 it's contemplating.

10 Other than the terms of reference that  
11 was sent in July, was there any other -- do you recall  
12 any other additional design components being sent to  
13 WGD?

14 MR. DAVE MCNALTY: Not that I recall.

15 MR. JOHN MATHER: If we scroll down to  
16 section 2 of the report is ident -- is called 'Green  
17 Initiatives In The New Arena.'" And if you look the  
18 last sentence under the paragraph under Introduction  
19 says:

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

23 Do you know who made that proposal?

24 MR. DAVE MCNALTY: I -- I would  
25 believe that that was an indication that we provided

1 to WGD because we were looking to have the -- the two  
2 (2) types of structures comparable in nature from an  
3 energy point of view.

4 MR. JOHN MATHER: So was it the case  
5 then that the Town instructed WGD to include green  
6 initiatives within the pre-engineered steel building  
7 such that it would achieve a LEED silver level?

8 MR. DAVE MCNALT: Yes.

9 MR. JOHN MATHER: As part of  
10 instructing WGD with respect to LEED, do you recall if  
11 you had any discussions with WGD about whether or not  
12 the Sprung structures could achieve LEED silver  
13 levels?

14 MR. DAVE MCNALT: I don't believe so.

15 MR. JOHN MATHER: If we continue  
16 scrolling down, we see that there are several  
17 initiatives that are identified by WGD.

18 And even stopping where we are right  
19 here, we see some of the initiatives come with certain  
20 cost prices. And then some of them, it appears the  
21 cost is included in the base building cost.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: Was it the case that

1 you understood that all of the green initiatives  
2 identified by WGD would need to be incorporated in a  
3 pre-engineered steel building in order for that  
4 building to achieve silver certification?

5 MR. DAVE MCNALTY: That would -- that  
6 would come down to final design and construction  
7 design when you actually went through the -- the  
8 points calculation.

9 But, yes, my understanding was that  
10 this was WGD's list of improvements that could be made  
11 that would get the building to the LEED silver level.

12 MR. JOHN MATHER: And was it the case  
13 that you understood all of these improvements needed  
14 to be made in order to do that?

15 MR. DAVE MCNALTY: I think that was  
16 the understanding that I took at the time.

17 MR. JOHN MATHER: And why did you take  
18 that understanding?

19 MR. DAVE MCNALTY: Because we had  
20 asked them to tell us what it would take to get the  
21 building to a LEED silver level.

22 MR. JOHN MATHER: After you received  
23 this report from WGD setting out these green  
24 initiatives did you have -- or, to your knowledge,  
25 anyone on staff have further conversations with WGD

1 about what would be required to reach the LEED silver  
2 levels?

3 MR. DAVE MCNALT: I don't recall any  
4 further conversations.

5 MR. JOHN MATHER: Keep scrolling down  
6 in the report through these. All right, continue.  
7 Keep going towards the end.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: Stopping at, "Energy  
12 use and thermal performance." So, this section is  
13 discussing 'R' values again. WGD writes that:

14 "The normal insulation value of pre-  
15 engineered structure with a sandwich  
16 panel is R-19 and R-12 for walls;  
17 however, greater 'R' values can be  
18 achieved with insulated panels and  
19 roofs.

20 By increasing the thickness and  
21 providing more insulation, values as  
22 high as R-30 are achievable."

23 It goes on to say:

24 "Membrane structures by their nature  
25 have no inherent thermal resistant

1 'R' value. However, by creating a  
2 cavity, higher 'R' va -- how --  
3 however, by creating a cavity,  
4 higher 'R' values can be attained.  
5 With a 6-foot cavity and  
6 thermoplastic or similar insuda --  
7 insulation, R-30 is achievable."

8 When we looked at the first version of  
9 the WGD report it -- it stated that membrane  
10 structures had no inherent thermal -- in thermal  
11 resistance. You provided WGD with some information  
12 about Sprung.

13 Do you -- did -- was it your view that  
14 this revised report correctly addressed the nature of  
15 insulation when it came to Sprung-style fabric  
16 buildings?

17 MR. DAVE MCNALT: Yes. I think that  
18 they had recognized the difference in the types of  
19 membrane structures. And that's where this idea of  
20 creating a cavity and filling it with insulation came  
21 from.

22 MR. JOHN MATHER: So, in your view,  
23 the issue in the first WGD draft report had been  
24 corrected?

25 MR. DAVE MCNALT: Yes.

1                   MR. JOHN MATHER:    It mentions here  
2   that:

3                               "For pre-engineered steel buildings,  
4                               greater 'R' values are available by  
5                               increasing the thickness and  
6                               providing more insulation."

7                   Do you know if the Town or WGD ever  
8   looked into what the additional cost would be to  
9   increase a pre-engineered steel building from R-19 and  
10   R-12 to R-30?

11                   MR. DAVE MCNALT:   Not unless it was  
12   included in what WG (sic) had provided.

13                   MR. JOHN MATHER:   Do you recall if, at  
14   any point, you looked to see in WGD's estimates for a  
15   pre-engineered steel building, if they included --  
16   included additional costs for additional insulation?

17                   MR. DAVE MCNALT:   I don't recall  
18   looking.  If it -- if it wasn't in that list above in  
19   this document, then I don't believe there was any  
20   further inquiry.

21                   MR. JOHN MATHER:   If we could scroll  
22   down.  Sorry, to the section up that says, "Enclosure  
23   durability."  So, the -- this is discussing the  
24   durability of a pre-engineered building as compared to  
25   a membrane structure.

1                   Stopping here for a moment. In this  
2 report, when WGD is discussing the features of  
3 membrane structures, do you know where they drew their  
4 information from?

5                   MR. DAVE MCNALTY: I don't know.

6                   MR. JOHN MATHER: Do you know if they  
7 looked beyond any -- beyond the information that you  
8 had provided with respect to Sprung?

9                   MR. DAVE MCNALTY: I don't know. I  
10 would -- I would hope that they would have done  
11 whatever research they could, but I don't know.

12                  MR. JOHN MATHER: Looking at the last  
13 sentence of the first paragraph, it says that:

14                   "The pre-engineered structure,  
15                   typically the roofing is TPO or PVC  
16                   and is warranted for twenty (20)  
17                   years."

18                  And then looking at the membrane  
19 structure which is in the next paragraph, it says that  
20 the life expectancy before replacement of the membrane  
21 would be in the range of twenty (20) years, in the  
22 same case as PVC roofing.

23                  Was that a conclusion that you took  
24 issue with?

25                  MR. DAVE MCNALTY: No, I don't recall

1 having any issue with that.

2 MR. JOHN MATHER: Do you know if the  
3 Town ever considered what the difference in cost would  
4 be between replacing a PVC roof or another type of  
5 roof versus replacing a Sprung membrane?

6 MR. DAVE MCNALT: It was a discussion  
7 that we had with Sprung and -- I -- I think in the  
8 early -- in the early meetings, what's the life  
9 expectancy of the membrane and so on.

10 And their selling point in their  
11 building system was that the membrane could be  
12 replaced, essentially, without -- from the exterior,  
13 essentially, without interrupting activities inside  
14 the facility, so the membrane could be slid out, a new  
15 membrane slid on.

16 MR. JOHN MATHER: Did they say  
17 anything about what the cost of that would be?

18 MR. DAVE MCNALT: I don't recall  
19 anything specific to the cost of that.

20 MR. JOHN MATHER: So, if we can go  
21 down towards the end of the report. Stop at the  
22 project cost. We see here the numbers that we already  
23 looked at in terms of comparing the cost of a pre-  
24 engineered building to a fabric structure.

25 Do you know how WGD generated the

1 estimation for a fabric structure?

2

3 (BRIEF PAUSE)

4

5 MR. DAVE MCNALTY: I don't know where  
6 they got that information.

7 MR. JOHN MATHER: To your knowledge,  
8 did anyone at the Town ever provide WGD with  
9 information about Sprung pricing?

10 MR. DAVE MCNALTY: No.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: So, looking at the  
15 WGD report that was received on August 17th, 2012, was  
16 there anything in the report that you thought WGD got  
17 wrong or was inaccurate?

18

19 (BRIEF PAUSE)

20

21 MR. DAVE MCNALTY: Without looking  
22 back at the components of the report, I -- I can't be  
23 sure, but I don't recall anything at the moment.

24 MR. JOHN MATHER: If we could go to  
25 paragraph 33 of the Foundation Document.

1

2

(BRIEF PAUSE)

3

4

MR. JOHN MATHER: So, this is  
describing that, on August 17th, Ms. Proctor forwarded  
the WGD report to Mr. Houghton, Ms. Leonard, and Ms.  
Almas.

8

Mr. Houghton then replied three (3)  
minutes later in which he says:

10

11

12

13

"Is this for Central Park? I was  
under the impression we told Dave  
they were to work on Eddie Bush  
only."

14

15

16

17

So, at this point, this is the third  
instance where Mr. Houghton has expressed a level of  
uncertainty about what WGD was doing in the scope of  
their work.

18

19

Do you have any sense of why Mr.  
Houghton might have been uncertain about that?

20

21

(BRIEF PAUSE)

22

23

24

MR. DAVE MCNALT: I don't know why he  
would have been uncertain.

25

MR. JOHN MATHER: Was that an

1 impression that you had at this point in time, that it  
2 wasn't clear to Mr. Houghton what WGD was doing?

3 MR. DAVE MCNALT: No. At the -- I  
4 think I felt that he had been informed as to what WGD  
5 was doing and maybe didn't understand. But from my  
6 perspective, I thought he had been informed.

7 MR. JOHN MATHER: So, he says -- Mr.  
8 Houghton was under the impression -- Mr. Houghton  
9 writes:

10 "I was under the impression that we  
11 told Dave they were to work on Eddie  
12 Bush only."

13 At any point did Mr. Houghton or  
14 another member of the EMC tell you that WGD was only  
15 to look at the Eddie Bush Arena?

16 MR. DAVE MCNALT: I don't believe so.

17 MR. JOHN MATHER: Do you recall at any  
18 point in time prior to August 17th, 2012, when WGD  
19 delivered its final report, if Mr. Houghton ever gave  
20 you any directions or suggestions on what WGD should  
21 be doing in terms of its work?

22

23 (BRIEF PAUSE)

24

25 MR. DAVE MCNALT: I don't re --

1 recall receiving any direction. I believe that we  
2 were carrying out what the intent of the council  
3 recommendations were at the time and that -- and that  
4 he had been informed as to what we were proceeding  
5 with.

6 MR. JOHN MATHER: Ms. Proctor, in her  
7 testimony at the Inquiry, indicated that it was her  
8 impression that Mr. Houghton had been directing you on  
9 what should or should not be included in the WGD  
10 report.

11 Do you have any notion of why she had  
12 that sense?

13

14 (BRIEF PAUSE)

15

16 MR. DAVE MCNALT: No.

17 MR. JOHN MATHER: Similarly, Ms.  
18 Proctor also indicated that she was hoping WGD would  
19 do a broader, more traditional feasibility study, but  
20 this was impeded by instructions you received from Mr.  
21 Houghton.

22 Is that something you recall occurring?

23 MR. DAVE MCNALT: No.

24 MR. JOHN MATHER: Do you have any  
25 sense of why Ms. Proctor may have thought that was the

1 case?

2

3

(BRIEF PAUSE)

4

5

MR. DAVE MCNALT: No, I don't.

6

7

(BRIEF PAUSE)

8

9

MR. JOHN MATHER: So, if we continue  
10 on here and we go to paragraph 331 -- actually, just  
11 go up a bit back to 330. We see that in response to  
12 Mr. Houghton's question about whether or not you were  
13 told to work on Eddie Bush only, Ms. Proctor said that  
14 she wasn't aware of that from her discussions with you  
15 and that he didn't -- she didn't think you were aware  
16 of that either.

17

Mr. Houghton then forwards this email  
18 chain to you the next day writing:

19

"I think you and I need to have a  
20 discussion and get moving in the  
21 same direction."

22

When you received this email from Mr.  
23 Houghton do you recall what you understood he meant by  
24 it?

25

1 (BRIEF PAUSE)

2

3 MR. DAVE MCNALTY: I think it was to -  
4 - to align the -- to align the work that WGD was doing  
5 along with perhaps the information that he was  
6 gathering so that it could start to be put together  
7 into a report.

8 MR. JOHN MATHER: Up until this point  
9 in time, were you and Mr. Houghton not aligned when it  
10 came to WGD and what he was doing?

11 MR. DAVE MCNALTY: If we weren't  
12 aligned prior to this point, I was not aware of it.

13 MR. JOHN MATHER: So, if we could go  
14 down to your reply. You respond to Mr. Houghton that  
15 you agree that it -- the matter should be discussed.  
16 You say:

17 "I'm not sure how you want to  
18 present this and there's already a  
19 draft report for Marjory. No one  
20 said that we still didn't want the  
21 cost of brick mortar and steel..."

22 And then you went on to say:

23 "I worked on the financial  
24 comparison template this morning and  
25 will expect to finish it tomorrow

1 morning with plugged numbers for the  
2 Sprung option.

3 I think I do understand how the  
4 numbers might turn out but have  
5 structured so that we can manipulate  
6 it as a required, or is a comparison  
7 not advi -- advisable?

8 Give me a call tomorrow something if  
9 you like; otherwise, suggest a time  
10 and place. I have some commitments  
11 tomorrow afternoon."

12 So, I have a few questions about what  
13 you wrote in this email, starting with what is the  
14 financial comparison template that you describe?

15

16 (BRIEF PAUSE)

17

18 MR. DAVE MCNALT: For some time, at  
19 this point, I believe I had been creating an Excel  
20 spreadsheet that compared the cost estimates from the  
21 whole range of options that were known at the time, so  
22 going back to the -- to the proposal that came out of  
23 the steering committee to the work that -- or the  
24 estimates that WGD were to provide, the estimate that  
25 would eventually come from Sprung.

1                   And I think it also included the  
2 estimates to upgrade the Eddie Bush Arena. And so, it  
3 tried to combine all of the -- all of the cost  
4 estimate information we have in one (1) comparable  
5 table.

6                   MR. JOHN MATHER:   And was part of that  
7 table intended to show the comparison of the costs of  
8 a pre-engineered steel building to a Sprung structure?

9                   MR. DAVE MCNALT:    Yes.

10                  MR. JOHN MATHER:   Why did you begin to  
11 prepare the spreadsheet you just described?

12                  MR. DAVE MCNALT:    I think it started  
13 out to aid in my own understanding of how things --  
14 how things compared. And I think as time went on, I  
15 kind of carried on with it because it was, I think,  
16 valuable for all of staff to be able to look at that  
17 information and do the comparison.

18                  MR. JOHN MATHER:    In your email you  
19 write that you will expect to finish it tomorrow with  
20 plugged numbers for the Sprung option. What did you  
21 mean by, "Plugged numbers"?

22                  MR. DAVE MCNALT:    Because we didn't  
23 have the cost estimate from Sprung at that point in  
24 time, I made up numbers just to be able to create the  
25 -- the spreadsheet.

1                   MR. JOHN MATHER:    Is there a reason --  
2   and I think we'll be turning up the spreadsheet  
3   shortly, and it may assist, but is there a reason you  
4   wouldn't use the number that WGD had provided with  
5   respect to a Sprung-style fabric membrane?

6

7                                   (BRIEF PAUSE)

8

9                   MR. DAVE MCNALT:    There was an in --  
10   an inherent difference, I believe.  I believe I  
11   thought there was a difference between the fabric  
12   membrane estimate that WG (sic) provided as to what we  
13   would get in the design build scenario from Sprung.

14                   The WGD estimate was still using a  
15   traditional construction method, meaning design  
16   engineer contract and build.  So, it had those soft  
17   components and engineering and design components that  
18   would be all lumped into the -- to the design build  
19   concept from Sprung.

20

21                                   (BRIEF PAUSE)

22

23                   MR. JOHN MATHER:    So, if we could turn  
24   up TOC0201266.  This is the WGD report.

25

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: If we could go  
4 towards the bottom where we see the cost estimates.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So, when we see the  
9 fabric structure, option B there, what in those costs  
10 is different than what would be in the costs you were  
11 expecting to receive from Sprung?

12 MR. DAVE MCNALTY: The difference in  
13 construction process. So, the -- the difference that  
14 I would see there, assuming that they had the -- that  
15 they had the understanding at this point that -- of  
16 what a Sprung -- Sprung structure was like and that  
17 their cost represented a structure like that, then the  
18 -- the -- still the resulting difference -- or the  
19 remaining difference would be that WGD would still be  
20 looking at it as a traditional construction contract  
21 design engineer contract and build versus the design  
22 build process.

23 MR. JOHN MATHER: So, are there costs  
24 in addition to the 7.1 million and the 1.16 million  
25 that are identified here?

1                   MR. DAVE MCNALT:    My assumption, that  
2 they would be included in those numbers.

3                   MR. JOHN MATHER:   And when Sprung  
4 sends you numbers, would those not be included in  
5 those numbers, as well?

6                   MR. DAVE MCNALT:    They would be  
7 included but would generally inherently be less  
8 expensive than doing it in a -- in -- in the  
9 traditional contract method.

10                  MR. JOHN MATHER:    So, at this point in  
11 time, because you don't have the Sprung or BLT numbers  
12 yet, is it your expectation then that Sprung and BLT  
13 will be providing an estimate for the arena that is  
14 going to be less than what WGD has identified because  
15 it will have less engineering and design costs built  
16 into it?

17                  MR. DAVE MCNALT:    I didn't know what  
18 the numbers were going to be, but I would have thought  
19 that that concept would be true.

20                  MR. JOHN MATHER:    So, if we could go  
21 to paragraph 332 again.

22

23                                       (BRIEF PAUSE)

24

25                  MR. JOHN MATHER:    Sorry, scroll up to

1 331. This was the email we were looking at, that you  
2 were sending to Mr. Houghton.

3 You then say:

4 "I think I do understand how the  
5 numbers might turn out."

6 At that point in time, what did you  
7 mean by that?

8

9 (BRIEF PAUSE)

10

11 MR. DAVE MCNALT: I'm not sure other  
12 than expressing a -- an opinion of where my thoughts  
13 were at that time.

14 MR. JOHN MATHER: Do you remember what  
15 your thoughts were at that time?

16 MR. DAVE MCNALT: No.

17 MR. JOHN MATHER: And then you write:

18 "But have structured so that we can  
19 manipulate as required."

20 What did you mean by that?

21 MR. DAVE MCNALT: I think that is to  
22 ensure that -- that the different facilities could be  
23 compared on the same basis, so an apples-to-apples  
24 comparison in terms of the features that they would  
25 include and so forth.

1 MR. JOHN MATHER: At this point in  
2 time, did you have a sense of what parts of the  
3 numbers may need manipulation?

4

5 (BRIEF PAUSE)

6

7 MR. DAVE MCNALT: No. I think I had  
8 considered the upgrades to -- to get the WGD proposed  
9 facility, or at least the pre-eng facility, up to the  
10 LEED silver standard. I think I was wanting to be  
11 able to make sure that all of the components were  
12 equal, same number of dressing rooms, same features.

13 MR. JOHN MATHER: The email  
14 contemplates that -- or you -- you tell Mr. Houghton  
15 that he can give you a call or otherwise suggest a  
16 time and place.

17 Do you recall if you had a conversation  
18 with Mr. Houghton after sending this email about the  
19 comparison analysis that you were -- you had begun to  
20 undertake and were going to continue?

21 MR. DAVE MCNALT: What date was this?

22 MR. JOHN MATHER: August 18th, 2012.

23 MR. DAVE MCNALT: I don't have a  
24 specific recollection of a discussion.

25 MR. JOHN MATHER: Do you know why at

1 this point you asked Mr. Houghton whether or not a  
2 comparison along the -- what -- a comparison of the  
3 numbers would be advisable?

4 MR. DAVE MCNALT: I think because  
5 there was confusion about where the report was going  
6 to go. There was a draft of the report that was --  
7 that was being circulated, but it had no -- it wasn't  
8 to the point where there was outcomes coming from the  
9 report, and I was probably looking to the CAO for some  
10 direction on where -- where he wanted to go with it.

11 MR. JOHN MATHER: Do you recall if you  
12 got any direction from him about whether or not a  
13 comparison should be included?

14 MR. DAVE MCNALT: I don't recall  
15 specifically.

16 MR. JOHN MATHER: In your mind, was  
17 there any reason why a comparison would not be  
18 advisable?

19 MR. DAVE MCNALT: Not in my mind,  
20 because that was -- that was a large point of the  
21 exercise that we went through, and that in -- in a  
22 draft form, I think -- I'm not sure at this point, but  
23 in a draft form that information was already pasted  
24 into the report as -- into the draft report.

25 MR. JOHN MATHER: And we do see that,

1 and we'll see it later, that the spreadsheet that you  
2 create does form part of earlier drafts of the report.

3 Was that something you thought should  
4 be included in the report?

5 MR. DAVE MCNALTY: Yes.

6 MR. JOHN MATHER: And -- and why did  
7 you think it should be included in the report?

8 MR. DAVE MCNALTY: Because that was  
9 consistent with what we were -- what Council had asked  
10 staff to do.

11 MR. JOHN MATHER: Can you just explain  
12 that a bit further.

13 MR. DAVE MCNALTY: In the -- the rec -  
14 - or the options that they selected at the prior  
15 Council meeting, one (1) of them at least was fairly  
16 specific I think to -- to providing cost estimates for  
17 different types of arenas for Central Park.

18 MR. JOHN MATHER: So I take it from  
19 your answer then, but please correct me if I'm wrong,  
20 what you -- something you thought should be included  
21 in the report was comparing the -- the prices of those  
22 two (2) options, or of two (2) -- of more than one (1)  
23 option.

24 MR. DAVE MCNALTY: Yes.

25 MR. JOHN MATHER: Okay. We're going

1 to walk through the -- the price comparison exercise  
2 that you undertook.

3 Before starting that, at any point in  
4 time did you recall receiving any direction from Mr.  
5 Houghton about how to approach the price comparison?

6 MR. DAVE MCNALTY: I don't believe so.

7 MR. JOHN MATHER: Did you receive  
8 direction from anyone else that you can recall?

9 MR. DAVE MCNALTY: No.

10 THE HONOURABLE FRANK MARROCCO: I  
11 think before you do that, we'll take a short break  
12 everybody. Just a few minutes.

13

14 --- Upon recessing at 11:37 a.m.

15 --- Upon resuming at 11:47 a.m.

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: If we could go to  
19 paragraph 333 of the Foundation Document.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: I bring you here  
24 just to assist you in time, Mr. McNalty. This is an  
25 email dated August 18th, 2012 from Marjory Leonard,

1 where she sends a draft staff report with respect to  
2 the pool and arena that are being looked into.

3 Again, just put that there so -- that  
4 point in time. So if we can go ahead to paragraph  
5 342.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: This reflects that  
10 on August 19th, at 8:05 p.m., you send Ed Houghton  
11 comments on the staff report that Ms. Leonard had  
12 circulated, that one that we just saw. And you also  
13 provide a chart comparing the cost of a twin ice pad  
14 and -- and community centre, a pre-engineered steel  
15 building and insulated fabric membrane structure.

16 I'm going to pull up the first of those  
17 attachments, which are -- or sorry, the second  
18 attachment, which is the comparison TOC0201565.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: And if we could --  
23 if it's possible to zoom out to get a better sense of  
24 the whole spreadsheet.

25

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So you were  
4 describing earlier a spreadsheet that you prepared  
5 looking at the cost of the Central Park, cost of pre-  
6 engineered steel building, a fabric membrane building,  
7 as well as the costs associated with the Eddie Bush.

8 Is this a version of the spreadsheet  
9 that you were describing?

10 MR. DAVE MCNALT: Yes.

11 MR. JOHN MATHER: Okay. Going to the  
12 third column -- or -- or box which talks about the  
13 insulated fabric membrane structure, there are -- the  
14 numbers in there, where were they from? How were they  
15 generated?

16

17 (BRIEF PAUSE)

18

19 MR. DAVE MCNALT: At this point in  
20 time, this may have been partly what I had said  
21 earlier in an email about it being plugged numbers,  
22 essentially numbers that I made up. I think there was  
23 a way early estimate from Sprung that had a -- a  
24 number based on a generic design, and I may have drew  
25 from that.

1 MR. JOHN MATHER: At this point time,  
2 was this essentially placeholder numbers?

3 MR. DAVE MCNALT: Yes.

4 MR. JOHN MATHER: So I'll have some  
5 questions about the calculations with respect to the  
6 pre-engineered steel building. Looking at this, it  
7 appears that these were -- these numbers were built  
8 based on the information that was provided to you by  
9 WGD in its report and its budget breakdown.

10 Is that correct?

11 MR. DAVE MCNALT: Yes.

12 THE HONOURABLE FRANK MARROCCO: Sorry,  
13 which ones are you referring to?

14 MR. JOHN MATHER: The pre-engineered  
15 steel building.

16 THE HONOURABLE FRANK MARROCCO: Okay.

17 MR. JOHN MATHER: Okay.

18 THE HONOURABLE FRANK MARROCCO: All  
19 right.

20

21 CONTINUED BY MR. JOHN MATHER:

22 MR. JOHN MATHER: So starting at the  
23 very top, the first line item is the single pad, with  
24 the potential to be twinned in the future, and the  
25 amount there is six million, eight hundred and fifty-

1 six thousand, one five seven point two-six  
2 (6,856,157.26). If you recall, in the WGD report, the  
3 price of the pre-engineered building was seven  
4 million, six hundred and thirty-two thousand -- seven  
5 million, six hundred and thirty-two thousand, a  
6 hundred and twenty-four (7,632,124).

7 Do you know how you arrived at this 6  
8 million -- \$6.8 million number?

9 MR. DAVE MCNALT: Having looked at  
10 these numbers recently, the difference in the numbers  
11 was pulling out the soft costs associated with what  
12 was -- what was in the WGD information, and the  
13 detailed information. So there was a -- a design  
14 contingency, and another contingency that I backed  
15 out, so I would get to more bear hard costs as a  
16 starting point.

17 MR. JOHN MATHER: So if we could pull  
18 up on the screen TOC0201219.

19

20 (BRIEF PAUSE)

21

22 MR. JOHN MATHER: And for the benefit  
23 of counsel, this is -- I've -- I've passed around a  
24 hard copy of this document, so as a point of  
25 reference, and -- we can provide went to Mr. McNalty

1 too as we compare.

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: Is this -- are these  
6 the 'D' -- WGD a detailed cost numbers that you were  
7 referring to?

8 MR. DAVE MCNALTY: Yes.

9 MR. JOHN MATHER: So we see on the  
10 first page, there's a 5 percent design contingency.  
11 Is that what you were referring to when you said you  
12 took out a design contingency?

13 MR. DAVE MCNALTY: Yes.

14 MR. JOHN MATHER: Okay. And if we  
15 could go to the last page and scroll down to the  
16 bottom, that is -- there's a line item there for a 5  
17 percent construction contingency.

18 Do you see that?

19 MR. DAVE MCNALTY: Yes.

20 MR. JOHN MATHER: Is that the  
21 construction contingency you removed?

22 MR. DAVE MCNALTY: Yes.

23 MR. JOHN MATHER: Okay. And so if we  
24 can turn back up TOC0201565.

25

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: So when we have done  
4 the calculation, that six million, eight hundred and  
5 fifty-six thousand dollar (\$6,856,000) figure, there,  
6 if you subtract the seven million, six hundred and  
7 thirty-two thousand one twenty-four (7,632,124) that  
8 WGD identified in its report, if you subtract the two  
9 (2) contingencies we just looked at, you arrive at  
10 that number.

11 Does that sound correct?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: And can you provide  
14 more detail about how you identified these first as  
15 soft costs, and then why you removed them as a  
16 starting point for your calculation?

17 MR. DAVE MCNALT: When -- because in  
18 -- in any of the comparison I was making here, I  
19 wanted to be able to add up the hard costs, and then  
20 apply a contingency appropriately to those costs,  
21 depending on what -- what type of a construction  
22 process I envisioned it to be. And so I -- I didn't  
23 want to be double counting the contingencies.

24 MR. JOHN MATHER: Was there a reason  
25 that you didn't want to use the contingencies that WGD

1 had put in its own calculations?

2

3 (BRIEF PAUSE)

4

5 MR. DAVE MCNALTY: It may have been as  
6 simple as it wouldn't fit in my spreadsheet properly.

7 MR. JOHN MATHER: Other than that, can  
8 you think of any other reason?

9 MR. DAVE MCNALTY: No.

10 MR. JOHN MATHER: So we have the base  
11 \$6.8 million number. You then add -- or it appears  
12 that there are several recommended upgrades added.

13 What are those recommended upgrades?

14 MR. DAVE MCNALTY: Those were the -- I  
15 believe that those were the upgrades that WGD  
16 presented as options to be able to bring the -- the  
17 building to LEED silver level.

18 MR. JOHN MATHER: And it appears from  
19 our review that every one (1) of the options that WGD  
20 provided was included.

21 Why did you include every option they  
22 had identified?

23 MR. DAVE MCNALTY: Because the way  
24 that I understood it, those would be the options that  
25 would get the building enough points to get to the

1 LEED silver level.

2 MR. JOHN MATHER: We -- we see that in  
3 certain instances, WGD provided a range when it was  
4 costing out these initiatives, and in each case, the  
5 high end of the range was selected for the  
6 spreadsheet.

7 Do you know why that was the case?

8 MR. DAVE MCNALT: I don't know.

9 MR. JOHN MATHER: Beneath the options  
10 that were identified by WGD, it has upgrade  
11 installation, and then two (2) question marks.

12 What is that referring to?

13 MR. DAVE MCNALT: It refers to the  
14 discussion of taking the -- the pre-eng steel building  
15 from the R12 walls and R19 roof insulation to the R30  
16 level.

17 MR. JOHN MATHER: And I understand  
18 from your earlier answers that was a calculation that,  
19 to your knowledge, wasn't -- was -- was not  
20 determined?

21 MR. DAVE MCNALT: Correct.

22 MR. JOHN MATHER: Do you have any  
23 sense of what that would have cost it?

24

25 (BRIEF PAUSE)

1 MR. DAVE MCNALTY: I would have to say  
2 no. I would not -- I would have to look it up.

3 MR. JOHN MATHER: So those green  
4 initiatives total \$1.15 million. The next line item  
5 is the 1.164281 million. And if you recall in the  
6 WGD, report, that was a line item or a number they had  
7 calculated for site costs that are common to -- site  
8 costs common to building types.

9 Does that sound correct to you?

10 MR. DAVE MCNALTY: Yes.

11 MR. JOHN MATHER: And so if we could  
12 pull up TOC0201266.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: And go to the  
17 bottom, page 10, I believe. So that's that figure  
18 there?

19 MR. DAVE MCNALTY: Yes.

20 MR. JOHN MATHER: And what are these -  
21 - what sort of work -- can you -- there is -- it is  
22 itemized there but can you provide -- give us a sense  
23 of what sort of work is incorporated in that 1.16  
24 million?

25 MR. DAVE MCNALTY: Essentially

1 everything outside of the building -- the building  
2 envelope. So site preparation, electrical services to  
3 the site, mechanical services to the site, parking  
4 lots, fences, anything external to the -- to the  
5 building envelope.

6 MR. JOHN MATHER: And when WG (sic)  
7 wrote "site costs common to building types," was it  
8 your understanding that WD -- GD's view is that this  
9 \$1.16 million figure would apply whether a fabric  
10 structure or a pre-engineered steel structure was  
11 erected?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: Do you take any  
14 issue with that conclusion?

15 MR. DAVE MCNALT: That -- these cost  
16 estimates would -- from WGD, would also envision that  
17 they be part of a traditional design engineer contract  
18 build scenario, and so what would be subject to those  
19 consulting costs and so forth outside of the actual  
20 cost of construction.

21 MR. JOHN MATHER: So other than that  
22 this amount may contain consulting and engineering  
23 costs, is there anything about a fabric structure and  
24 a pre-engineered building that would make the site  
25 costs more or less?

1 MR. DAVE MCNALTY: No.

2 MR. JOHN MATHER: So to the extent  
3 there was a -- a design build pre-engineered steel  
4 building, you would expect that to have the same costs  
5 as a design build fabric structure building?

6 MR. DAVE MCNALTY: Yes.

7 MR. JOHN MATHER: If we could go back  
8 to the chart we were looking at, which was TOC201565.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So we've looked at  
13 the next figure -- so we've looked at the figure for  
14 site and park development. The next line item is  
15 design fees, permits, miscellaneous, 5 percent.

16 What is that percentage representing?

17 MR. DAVE MCNALTY: So it -- it  
18 represents the architect, the engineer, and the costs  
19 associated with those, the costs associated with the  
20 likes of building permits, and it -- and it replaces  
21 the design -- the design contingency is different, so  
22 -- so it -- it adds back that design component to the  
23 overall project.

24 MR. JOHN MATHER: When you say "it  
25 adds back the design component," are you talking about

1 the 5 percent that WGD had in its cost breakdown?

2

3 (BRIEF PAUSE)

4

5 MR. DAVE MCNALTY: No. Looking at  
6 this -- this budget and the notes that are on it,  
7 design contingency in this place -- in this case, I  
8 would believe would be a contingency put in place for  
9 changes that might be made to the design during the  
10 course of the development of the detailed design.

11 MR. JOHN MATHER: So it's your  
12 understanding WGD, in calculating its estimates,  
13 included a 5 percent contingency for potential design  
14 changes.

15 Does that concept find its way into the  
16 calculation you've done on this spreadsheet?

17 MR. DAVE MCNALTY: No, I don't believe  
18 so.

19 MR. JOHN MATHER: Is there a reason  
20 why you didn't include it?

21 MR. DAVE MCNALTY: Because it would  
22 tend to artificial -- artificially inflate the number.

23 MR. JOHN MATHER: And -- and --

24 MR. DAVE MCNALTY: And my objective  
25 was to make it an objective comparison.

1 MR. JOHN MATHER: How would it ar --  
2 artificially inflate the number?

3 MR. DAVE MCNALT: It would -- it  
4 would make the assumption that there was going to be  
5 design changes through that design process.

6 MR. JOHN MATHER: Okay. And that's  
7 something WGD -- an assumption WGD appeared to have  
8 made.

9 MR. DAVE MCNALT: Yes.

10 MR. JOHN MATHER: And I just want to  
11 make sure I understand, in your view why it was an  
12 assumption that you didn't make at this point.

13 MR. DAVE MCNALT: In my thought  
14 process at the time, I wanted to have the -- have the  
15 comparison as bare-bones and -- and objective as I  
16 could make it, and I didn't see a -- a reason to add  
17 that back in.

18 MR. JOHN MATHER: So when we look at  
19 the design fees, permits, miscellaneous, the 5  
20 percent, permits, I take it, I think you said were for  
21 building permits.

22 MR. DAVE MCNALT: Primarily.

23 MR. JOHN MATHER: And would there be  
24 any difference in terms of the permitting that a --  
25 that a fabric building would need as compared to a

1 pre-engineered steel building?

2 MR. DAVE MCNALTY: Not on an order of  
3 magnitude because the permit fee is based on the  
4 project value.

5 MR. JOHN MATHER: The design fees  
6 that's identified here, are those the consulting and  
7 engineering fees that you were discussing that are not  
8 inclu -- that are -- discussing that are included when  
9 you do a traditional construction project?

10 MR. DAVE MCNALTY: Yes. The  
11 architect, the engineer, and so forth.

12 MR. JOHN MATHER: So a component of  
13 this 5 percent is accounting for the -- those fees  
14 that would be incurred for a non-design build?

15 MR. DAVE MCNALTY: Correct.

16 MR. JOHN MATHER: And when it comes to  
17 miscellaneous, is there anything in particular you had  
18 in mind?

19 MR. DAVE MCNALTY: Not that I can  
20 recall.

21 MR. JOHN MATHER: Is there anything  
22 that would be miscellaneous for a pre-eng steel  
23 building that wouldn't be a cost you would anticipate  
24 for a fabric building?

25 MR. DAVE MCNALTY: Not that I can

1 think of.

2 MR. JOHN MATHER: Okay. Then the next  
3 line I -- actually staying on that. Do you know why  
4 you set this number at 5 percent?

5 MR. DAVE MCNALT: It's a -- excuse  
6 me, it's a -- often those numbers are set based on  
7 sort of industry -- industry practice and standard  
8 whereas a matter of course the architect and  
9 engineering costs can -- can either be charged on the  
10 basis of a percentage or on the basis of a lump sum,  
11 but for the purposes of estimating, they're normally  
12 applied as a percentage.

13 MR. JOHN MATHER: And is 5 percent a  
14 standard percentage?

15 MR. DAVE MCNALT: It would be a low  
16 percentage considering the entire build. A more  
17 typical estimate there might be 8 to 10 percent,  
18 considering the entire design, engineer, construction,  
19 supervision, contract administration, components of  
20 the work.

21 MR. JOHN MATHER: Is there a reason  
22 you picked a lower percentage?

23 MR. DAVE MCNALT: I don't know at  
24 this point.

25 MR. JOHN MATHER: The next line item

1 is a contingency for 10 percent.

2 What does that represent?

3 MR. DAVE MCNALTY: A sum of money that  
4 allows for unexpected circumstances, certain design  
5 changes, and for potential errors in the cost estimate  
6 that you're working with.

7 MR. JOHN MATHER: And I take it from  
8 the answer there, is it the case then that, to the  
9 extent there could be design changes that would affect  
10 cost, that's included in that 10 percent?

11 MR. DAVE MCNALTY: Yes.

12 MR. JOHN MATHER: Do you know how you  
13 arrived at the figure of 10 percent?

14 MR. DAVE MCNALTY: It's again a normal  
15 contingency established for estimating purposes, and  
16 it's normal contingency when dealing with Town  
17 projects.

18 MR. JOHN MATHER: We see when WGD  
19 calculated its numbers, it had two 5 percent  
20 contingencies.

21 Is it possible that you added those  
22 contingencies into one line item and made it 10  
23 percent?

24 MR. DAVE MCNALTY: That would be a --  
25 that would be a fair assumption on the thought

1 process.

2 MR. JOHN MATHER: Do you recall if  
3 that's what you did or...?

4 MR. DAVE MCNALTY: I don't recall  
5 specifically.

6 MR. JOHN MATHER: After you did this  
7 calculation with the pre-engineered steel building,  
8 did you show this calculation to anyone?

9 MR. DAVE MCNALTY: Not specifically,  
10 unless I circulated the document.

11 MR. JOHN MATHER: Going back to the  
12 contingency -- while the numbers for the fabric  
13 membrane or placeholder are -- are potentially from an  
14 earlier estimate, you have a contingency there of 5  
15 percent.

16 Had you turned your mind at this point  
17 in time to what an appropriate contingency would be  
18 for the fabric building?

19 MR. DAVE MCNALTY: It would be less  
20 because it would be a design build process.

21 MR. JOHN MATHER: And --

22 MR. DAVE MCNALTY: So -- and so  
23 there's -- there's less opportunity for change during  
24 the course of the design and the construction, and so  
25 less requirement for a contingency.

1                   MR. JOHN MATHER:    So the reduced  
2 contingency reflects the nature of a design build  
3 process as opposed to reflecting something that is  
4 different between the nature of a pre-engineered  
5 building or a fabric building?

6                   MR. DAVE MCNALTY:    Yes.

7                   MR. JOHN MATHER:    Could we go to  
8 paragraph 344 of the Foundation Document?

9

10                                       (BRIEF PAUSE)

11

12                   MR. JOHN MATHER:    So if you recall, we  
13 were looking at a -- I believe an August 19th email  
14 that you sent Mr. Houghton with two (2) attachments.  
15 The first attachment was the spreadsheet that we had  
16 been looking at. The second attachment was revisions  
17 that you had made to the draft of the staff report  
18 that Ms. Leonard had circulated. So this paragraph is  
19 discussing some of the revisions you made.

20                                       Scroll down. So this is with respect  
21 to the pool, and you write -- keep scrolling down.  
22 No, sorry, stay on the -- those paragraphs. I'm just  
23 trying to locate the...

24                                       If you look at the second paragraph and  
25 the second sentence, you're describing the nature of

1 the design build and you say:

2 "This allows the project to carry a  
3 minimal contingency and a relatively  
4 small allowance for permits and  
5 fees."

6 Are you referring to the concept we  
7 just discussed about why design builds are less -- are  
8 likely to have less cost increases as -- as the  
9 project proceeds?

10 MR. DAVE MCNALT: Yes, and that is  
11 contingent on the fact, though, that you define the  
12 expectations of the design build project up front so  
13 that -- so that the design becomes almost set at that  
14 point in time, or as in the traditional process, the  
15 design kind of evolves as the project continues.

16 MR. JOHN MATHER: In the case of the  
17 arena and the pool and when Council voted to proceed  
18 with both of those items, from your perspective had  
19 the design been set such that this contingency  
20 assumption would stand?

21 MR. DAVE MCNALT: No, not at that  
22 time.

23 MR. JOHN MATHER: Do you know why it  
24 hadn't been set at that point in time?

25 MR. DAVE MCNALT: At the -- I'm sorry

1 -- at the point in time when Council -- what point in  
2 time, sorry?

3 MR. JOHN MATHER: Sorry. August 27th,  
4 2012, when Council votes to proceed with the arena and  
5 the pool.

6 MR. DAVE MCNALTY: So at that point in  
7 time, yes, the design concept in terms of the design  
8 build option would be set, because we had the price  
9 that -- that they were offering.

10 MR. JOHN MATHER: We see with respect  
11 to the pool, the -- the contingency percentage is  
12 there, and it's also 5 percent.

13 Does that contingency take into  
14 contemplation the potential for change orders that may  
15 arise during a design build?

16 MR. DAVE MCNALTY: Only minimal  
17 changes.

18 MR. JOHN MATHER: So the assumption  
19 there is there -- there will not be many --

20 MR. DAVE MCNALTY: There would not --

21 MR. JOHN MATHER: -- change orders?

22 MR. DAVE MCNALTY: -- be significant  
23 changes from the -- from the agreed-to concept.

24 MR. JOHN MATHER: If we could go to  
25 paragraph 345.

1                   So again this is discussing revisions  
2   you made to a draft report prepared by Ms. Leonard,  
3   and in it it says that you describe the pros for the  
4   pool as in -- as including construction materials from  
5   the -- for the insulated fabric membrane cover.

6                   Sorry -- you revised that language and  
7   you revis -- sorry, you revised Ms. Leonard's language  
8   to read:

9                   "There are several successful pool  
10                   applications using this type of  
11                   construction identified across North  
12                   America."

13                   Do you   you recall why you added this  
14   language at this point in time?

15                   MR. DAVE MCNALT:   Not specifically.

16                   MR. JOHN MATHER:   At this time did you  
17   know how many swimming pool -- how many -- how many  
18   swimming pools there were in North America that were  
19   either enclosed by a Sprung structure or a similar  
20   product?

21                   MR. DAVE MCNALT:   I can't remember  
22   what I knew at the time. This statement would have  
23   been based on some research.

24                   MR. JOHN MATHER:   Do you recall what  
25   research it was based on?

1 MR. DAVE MCNALTY: No.

2 MR. JOHN MATHER: Do you recall having  
3 a sense -- in -- generally in the August 2012 period,  
4 how many pools Sprung had built before this?

5 MR. DAVE MCNALTY: I know I had a -- a  
6 sense. I can't remember numbers, but I had a sense of  
7 how many facilities of different types were --  
8 specifically of their facilities were across North  
9 America.

10 MR. JOHN MATHER: Specifically with  
11 pools, did you have a sense of how many pools there  
12 were?

13 MR. DAVE MCNALTY: I don't recall  
14 specifically.

15 MR. JOHN MATHER: So if we could go to  
16 paragraph 338.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, paragraph 338  
21 shows that on the same day that you're providing Mr.  
22 Houghton with comments on Ms. Leonard's staff report,  
23 or the first draft of it. He has provided a copy to  
24 Deputy Mayor Lloyd and asking him to read it.

25 If we can scroll down, we see that Mr.

1 -- Deputy Mayor Lloyd provides some feedback in the  
2 form of an email. And if scroll down to paragraph  
3 341, he provides some further feedback in which he  
4 says that he also needs -- he also sees some other  
5 areas, that need reworded, i.e., no other pools in  
6 Ontario of this construction.

7 "I would rather indicate that there  
8 are -- there are many pools in North  
9 America with this construction."

10 Were you aware that Mr. Houghton had  
11 sent a draft of the staff report to Deputy Mayor  
12 Lloyd?

13 MR. DAVE MCNALT: I don't have a  
14 recollection of that. Was I -- I'm -- I don't know if  
15 I was copied or not, but...

16 MR. JOHN MATHER: In respect of the  
17 emails between Mr. Houghton and Deputy Mayor Lloyd, it  
18 does not appear you were.

19 MR. DAVE MCNALT: And I -- I don't  
20 believe that I was aware.

21 MR. JOHN MATHER: At any point, do you  
22 recall Deputy Mayor Lloyd communicating to you that he  
23 would rather the staff report indicate that there were  
24 many pools in North America with this construction?

25 MR. DAVE MCNALT: No.

1                   MR. JOHN MATHER:    Did Mr. Houghton  
2 ever provide you feedback along those lines?

3                   MR. DAVE MCNALT:    Not that I can  
4 recall.

5

6                                   (BRIEF PAUSE)

7

8                   MR. JOHN MATHER:    Is it possible that  
9 Mr. Houghton -- or Mr. Lloyd did provide you that  
10 piece of feedback, and that is how -- what -- the  
11 reason for the change to the staff report that you  
12 made?

13

14                                   (BRIEF PAUSE)

15

16                   MR. DAVE MCNALT:    I don't have any  
17 recollection of that.  If I was provided that  
18 information through an email exchange or something  
19 like that, it could be.  I don't remember any  
20 discussion.  I -- I have no reason to link the two  
21 (2) .

22                   MR. JOHN MATHER:    Even though the  
23 wording is similar?

24                   MR. DAVE MCNALT:    I have no  
25 recollection of it.

1                   MR. JOHN MATHER:   Stepping back from  
2   that specific suggestion that Deputy Mayor Lloyd made,  
3   in your experience, was it common for Council members  
4   to review and provide suggestions on early drafts of  
5   staff reports?

6                   MR. DAVE MCNALTY:   No.

7                   MR. JOHN MATHER:   From your  
8   perspective, is that something that would cause you  
9   concern?

10

11                                       (BRIEF PAUSE)

12

13                   MR. DAVE MCNALTY:   In my opinion,  
14   members of Council shouldn't be directing staff on the  
15   contents of a staff report.

16                   MR. JOHN MATHER:   And why not?

17

18                                       (BRIEF PAUSE)

19

20                   MR. DAVE MCNALTY:   Because it puts --  
21   it puts them in a position of directing staff in the  
22   first place. And it takes the -- it puts -- it can  
23   put undue pressure on staff to be able to -- to modify  
24   a report or to create a report that would suit a  
25   specific Council member.

1                   MR. JOHN MATHER:    Is that a concern  
2   you had at any point in the drafting of this staff  
3   report?

4                   MR. DAVE MCNALT:    I don't think I was  
5   really aware that there was -- that there was any  
6   consultation of that sort going on.

7                   MR. JOHN MATHER:    If we could go to  
8   paragraph 347 of the Foundation Document.  So, this is  
9   again looking at some of the changes that you made to  
10  the initial draft that Ms. Leonard had circulated.  If  
11  we can scroll down, going to the text beneath that.

12                   Keep going down.

13

14                   (BRIEF PAUSE)

15

16                   MR. JOHN MATHER:    Scroll up again.

17

18                   (BRIEF PAUSE)

19

20                   MR. JOHN MATHER:    Okay.  Leave that  
21  and go back to paragraph 342 of the Foundation  
22  Document.  So, we've now looked, Mr. McNalty, at the  
23  version of the spreadsheet you created comparing the  
24  cost of fabric structures to pre-engineered steel  
25  structures and other options and the changes you made

1 to Ms. Leonard's staff report.

2 We've gone back now to the covering  
3 email that you sent Mr. Houghton. And if we can  
4 scroll down, you write -- you explain what you've  
5 done.

6 And then when it -- with respect to Ms.  
7 Leonard's staff -- staff report, you write:

8 "Look in the body of the report, and  
9 please let me know if this direction  
10 is what you intend before I go  
11 further along."

12 Do you recall if prior to making these  
13 revisions you had any discussions with Mr. Houghton  
14 about the direction he intended to take?

15 MR. DAVE MCNALT: I don't have any  
16 specific recollection, unless it's one (1) of the --  
17 one (1) of the conversations that have been suggested  
18 previously here.

19 MR. JOHN MATHER: Sorry, what do you  
20 mean by that?

21 MR. DAVE MCNALT: There was -- I'm  
22 not sure of the time frame here, I guess, but there --  
23 there was something about me asking what dir -- what  
24 direction the -- the report should take and whether a  
25 com -- cost comparison is advisable and so forth.

1 Was that before or after this point?

2 MR. JOHN MATHER: Are you discussing  
3 the email where Mr. Houghton says that you two (2)  
4 should discuss to get on the same page?

5 MR. DAVE MCNALTY: Perhaps.

6 MR. JOHN MATHER: And it ends with you  
7 suggesting a call or a meeting. Is that what you're  
8 referring to?

9 MR. DAVE MCNALTY: Yes.

10 MR. JOHN MATHER: That was before  
11 this.

12 MR. DAVE MCNALTY: And so, in answer  
13 to your current question, which was -- I'm sorry, I  
14 lost it.

15 MR. JOHN MATHER: Prior to sending  
16 this revised draft to Mr. Houghton, do you recall if  
17 you've spoken -- spoke to him about the direction he  
18 intended for the staff report?

19 MR. DAVE MCNALTY: I don't have a  
20 specific recollection, but I could have.

21 MR. JOHN MATHER: Speaking more  
22 generally, did you have a sense in this point of time  
23 what Mr. Houghton intended for the staff report?

24

25 (BRIEF PAUSE)

1 MR. DAVE MCNALT: That August 19th I  
2 don't think I was clear.

3 MR. JOHN MATHER: You say at the end  
4 of the email:

5 "I have not distributed this  
6 elsewhere at this point pending your  
7 approval and suggestions."

8 Why did you send these documents to Mr.  
9 Houghton first to seek his approval and suggestions?

10

11 (BRIEF PAUSE)

12

13 MR. DAVE MCNALT: I don't know  
14 specifically why.

15 MR. JOHN MATHER: Can you think -- is  
16 there any reason that you can think of of why before  
17 circulating your preliminary calculations and your  
18 revisions of the staff report you'd want to make sure  
19 that Mr. Houghton was in agreement with the approach  
20 you'd taken?

21 MR. DAVE MCNALT: We may have had a  
22 conversation subsequent to the prior email. Maybe I  
23 was trying to clarify the direction, not only for  
24 myself, but also to be able to clarify the direction  
25 to the other members of staff that were working on

1 this.

2                   So, rather than introduce another level  
3 of confusion, maybe I wanted to get confirmation that  
4 that was the direction that he was wanting to go  
5 before we circulated the infor -- the -- the report  
6 for further input, or -- or it may have been a waste  
7 of effort.

8                   MR. JOHN MATHER:    This time, do you  
9 recall there being uncertainty amongst yourself or  
10 other staff members about the direction this was  
11 ultimately going?

12                  MR. DAVE MCNALT:    In the direction  
13 that the repa -- the report was going to go?  Yes.

14                  MR. JOHN MATHER:    I take it then from  
15 what you were saying, it was you were looking to Mr.  
16 Houghton to make the decision about that direction?

17                  MR. DAVE MCNALT:    Yes.

18                  MR. JOHN MATHER:    When you say, "The  
19 direction this is going," what do you mean?  What  
20 options were on the table in your mind at this point?

21

22                                       (BRIEF PAUSE)

23

24                  MR. DAVE MCNALT:    I think the -- the  
25 idea of a pre-eng steel building for an arena being

1 compared to a fabric membrane structure -- excuse me -  
2 - for an arena, and plus the option of a fabric  
3 structure over the pool.

4 I think all of those options were --  
5 were on the table.

6 MR. JOHN MATHER: So, beginning with  
7 the arena, was it the case that, at this point, you  
8 didn't know whether or not the direction would be to  
9 recommend to proceed with either a pre-engineered  
10 building or a fabric structure for the arena?

11 MR. DAVE MCNALT: I didn't know what  
12 the recommendation would be at this point in time.

13 MR. JOHN MATHER: Was there anything  
14 being contemplated other than those two (2) options  
15 with respect to the arena?

16 MR. DAVE MCNALT: Not that I recall.

17 MR. JOHN MATHER: With the pool, at  
18 this point in time, what were the potential  
19 recommendations you thought may be coming?

20

21 (BRIEF PAUSE)

22

23 MR. DAVE MCNALT: I -- I think that  
24 with -- with the pool, the -- the recommendation would  
25 be proceed with a fabric membrane enclosure for the

1 pool or not.

2                   So, it might be more of an option at  
3 that point to proceed with it or not based on the --  
4 the numbers and information in the report.

5                   MR. JOHN MATHER:   And who was it, in  
6 your mind, who would make the decisions about -- of  
7 those options you've now laid out for the arena and  
8 the pool, who would make the decision on what to  
9 recommend to Council?

10

11                                   (BRIEF PAUSE)

12

13                   MR. DAVE MCNALTY:   Ultimately, it  
14 would be the CAO in this instance because of his --  
15 his involvement in the -- in the process. It would be  
16 the CAO with input from the EMC, the department head,  
17 and myself.

18                   MR. JOHN MATHER:   Was one (1) of the  
19 options being considered at this point, or at any  
20 point, recommending to council that further  
21 investigation be undertaken with respect to either the  
22 pool or the -- or the arena?

23                   MR. DAVE MCNALTY:   I don't recall any  
24 discussion around that.

25                   MR. JOHN MATHER:   Would that be a

1 recommendation that staff would be in a position to  
2 make if they had -- had decided they wanted to?

3

4 (BRIEF PAUSE)

5

6 MR. DAVE MCNALT: Staff at an  
7 executive level.

8 MR. JOHN MATHER: And who are the  
9 staff at the executive level?

10 MR. DAVE MCNALT: I mean, the -- the  
11 CAO could -- could present that to Council in -- in  
12 this circumstance. I certainly wouldn't have been in  
13 a position to present that.

14 MR. JOHN MATHER: Appreciating that  
15 you wouldn't have been in a position to present that,  
16 was it your view at the time that further  
17 investigation would be beneficial?

18

19 (BRIEF PAUSE)

20

21 MR. DAVE MCNALT: Always.

22

23 (BRIEF PAUSE)

24

25 MR. DAVE MCNALT: Further

1 investigation would certainly have been beneficial,  
2 but the time frame for the report was set.

3 MR. JOHN MATHER: We spoke about  
4 timing the -- on -- on Tuesday. Do you know -- I  
5 appreciate it was Council who set the time -- the time  
6 frame.

7 Do you know why they set it for that  
8 period of time and not a month later, two (2) months  
9 later?

10 MR. DAVE MCNALTY: I don't know. Just  
11 to put a sense of urgency on it, I suppose. I don't  
12 know.

13 MR. JOHN MATHER: At this point in  
14 time, while you're looking for dire -- you're looking  
15 for guidance on the direction this is going to go, and  
16 other members of staff may also be looking for that  
17 guidance.

18 Had the procurement options been  
19 discussed in terms of, If we were going to proceed  
20 with Sprung, whether there'll be an RFP? If we're  
21 going to proceed with a pre-engineered steel building,  
22 whether there'd be an RFP?

23 MR. DAVE MCNALTY: Do I remember any  
24 discussion? No, but I believe at this point, the  
25 report envisioned an RFP process beyond the report.

1 MR. JOHN MATHER: And do you know why  
2 that was the case?

3 MR. DAVE MCNALT: It was a -- I  
4 suppose, a reflection of the typical process.

5 MR. JOHN MATHER: If we can go to  
6 paragraph 360 of the Foundation Document. So this is  
7 a -- an email that you sent Mr. Houghton on August  
8 21st, 2012, and in the email, you're sending him the  
9 estimates that Sprung had sent just over a month  
10 earlier, on July 16th.

11 Do you know why you sent Mr. Houghton  
12 the July 16th estimates at this point in time?

13 MR. DAVE MCNALT: So I believe that  
14 back at July 16th, those estimates were the  
15 preliminary estimates based on the preliminary concept  
16 that they'd come up with, and -- and those estimates  
17 were -- along with the preliminary concept, were  
18 posted on an FTP site, and by...

19 And so to answer your question, I  
20 think, if I remember your question, why was I asked to  
21 send -- why was I sending it? Was because I was asked  
22 by Ed if I could send it to him.

23 MR. JOHN MATHER: Do you know what Ed  
24 wanted that information for?

25 MR. DAVE MCNALT: No.

1 MR. JOHN MATHER: At this point in  
2 time, do you know what sort of conversations Mr.  
3 Houghton was having with either Sprung or BLT?

4 MR. DAVE MCNALTY: No.

5 MR. JOHN MATHER: We see that in the  
6 next paragraph, Mr. Houghton forwarded your email to  
7 Mr. Bonwick. Was that something you were aware of?

8 MR. DAVE MCNALTY: No.

9 MR. JOHN MATHER: If we go to  
10 paragraph 380 of the Foundation Document. So this is  
11 August 22nd, 2012, and to put it in context, the  
12 Council meeting in which the report is due is August  
13 27th, 2012. At this point in time, staff has WGD's  
14 numbers, but Ms. Leonard is emailing you and asking if  
15 you had received anything from Sprung yet, and you  
16 said:

17 "Not yet."

18 And then Mr. -- Ms. Leonard says:

19 "I guess we won't have this report  
20 ready for noon tomorrow."

21 I take it from this email, at this  
22 point in time, as far as you knew, staff didn't have  
23 the numbers or the budgets that Sprung and BLT were  
24 putting together.

25 MR. DAVE MCNALTY: Correct.

1 MR. JOHN MATHER: Do you know why they  
2 weren't ready yet or why they hadn't been provided  
3 yet?

4 MR. DAVE MCNALT: No, I don't know  
5 why.

6 MR. JOHN MATHER: From your  
7 perspective, did it cause you concern that this  
8 information hadn't come through yet?

9 MR. DAVE MCNALT: Yes, while  
10 understanding that in order to have the report  
11 distributed with the Council agenda for the 27th, it  
12 needed to be -- or at least the protocol was to have  
13 it delivered in its final form to the Clerk by the  
14 Thursday at noon before, and -- and the -- the -- the  
15 report still had to be finalized, reviewed,  
16 recommendations determined, and so on.

17 MR. JOHN MATHER: I take it from the  
18 version of the -- of -- two (2) things. At this point  
19 in time, had the recommendations been discussed or  
20 determined?

21 MR. DAVE MCNALT: No.

22 MR. JOHN MATHER: We looked at the  
23 spreadsheet you prepared earlier, which had  
24 placeholder numbers for Sprung.

25 Were you waiting on Sprung to provide

1 its numbers in order to populate that part of the  
2 spreadsheet?

3 MR. DAVE MCNALT: Yes, I believe so.

4 MR. JOHN MATHER: What were you  
5 anticipating you would do with Sprung's numbers once  
6 they arrived?

7 MR. DAVE MCNALT: Complete the  
8 comparison between -- between the options.

9 MR. JOHN MATHER: Were you  
10 contemplating you may need to make adjustments to the  
11 Sprung numbers?

12 MR. DAVE MCNALT: No, I don't know  
13 what -- what adjustments I would have made to the  
14 Sprung numbers.

15 MR. JOHN MATHER: If we go to  
16 paragraph 384.

17 THE HONOURABLE FRANK MARROCCO: And  
18 just -- just before you do that, if Mr. Houghton was  
19 the point of contact, why -- why is Ms. Leonard asking  
20 you if you have the numbers?

21 MR. DAVE MCNALT: I would only assume  
22 that she might wonder if Mr. Houghton had provided  
23 them to me and she hadn't seen them yet.

24 THE HONOURABLE FRANK MARROCCO:  
25 Wouldn't ask him?

1 MR. DAVE MCNALT: She could of --  
2 should of asked him, but...

3 THE HONOURABLE FRANK MARROCCO: What  
4 was she thinking, or did you -- did you -- is there  
5 any reason why she would think that you would be in  
6 contact with Sprung when the -- apparently, this edict  
7 had been issued that nobody was to speak to Sprung  
8 except Mr. Houghton?

9 MR. DAVE MCNALT: No, there's no  
10 reason to suggest that.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: So looking at  
14 paragraph 384, on -- at 2:56 p.m. on August 22nd, Dave  
15 Barrow of BLT sent Mr. Houghton numbers for the --  
16 budget numbers for the pool and arena, and you can see  
17 the number totals there. We see that Mr. Houghton  
18 forwarded them on to MS. Leonard, who then forwarded  
19 them on to you.

20 We spoke a couple times, now, about the  
21 nature of the investigative process and when it ended.  
22 We've seen that the staff report has begun to be draft  
23 -- drafts of the staff report have circulated at this  
24 point in time.

25 Did you have any concern that after

1 that process had began, Mr. Houghton appeared to be in  
2 contact with BLT and was receiving budget numbers from  
3 them?

4 MR. DAVE MCNALTY: I don't remember  
5 having specific concerns at the time, but it would  
6 have been better if all this information was received  
7 much sooner, as opposed to it coming at the last  
8 minute.

9 MR. JOHN MATHER: And why would that  
10 have been better from a procurement perspective?

11 MR. DAVE MCNALTY: Because when it  
12 overlaps like that, it crosses the line between the  
13 investigative process and sort of the -- the blackout  
14 period where you've finished the investigation and  
15 then you're moving on with further evaluation.

16 MR. JOHN MATHER: It may be of  
17 assistance. Can you walk us through what the -- the -  
18 - the steps of a normal procurement process,  
19 referencing some of the points you just mentioned?

20 MR. DAVE MCNALTY: With -- with many  
21 projects, we're not the experts. We don't have all  
22 the information when a project concept comes along,  
23 and so in order to educate ourselves and be able to  
24 develop the scope of the project that we intend to  
25 carry out, in some cases, we might look to a -- a

1 consultant to assist with that. In some cases, we  
2 might do our own research to determine what's  
3 available on the market and so forth. And that I  
4 would call the investigation period, where you do that  
5 initial research and preparation for -- for a project.

6 At the point where you start to develop  
7 a -- an RFP or a competition document, that process  
8 should be completed and shouldn't be revisited, and we  
9 kind of determine a blackout period where -- where,  
10 based on the information that we received from -- from  
11 our investigation, now we're putting together the  
12 specifications, the criteria for the RFP or the  
13 competition. And from then through to the time that  
14 the -- the document is released to the market or to  
15 the potential bidders is a blackout period.

16 Beyond that, then there's a -- a -- an  
17 open communication period -- transparent, open  
18 communication period between the vendors and the  
19 owner, or the Town in this case, where they have the  
20 opportunity to ask questions. Everybody gets to see  
21 the questions. Everybody gets to see the answers to  
22 the questions up until, essentially, the -- the  
23 closing of the -- the competition.

24 And then, depending on the format of  
25 the competition, it could be an open -- it could be a

1 straightforward tender with a public opening, where  
2 the results are essentially known at the -- at the  
3 time of the project closing, or it could be -- in the  
4 case of an RFP, there could be a -- an evaluation  
5 period, where you take the proposals, evaluate them,  
6 generally, by staff or -- or other peers that you've  
7 invited to evaluate.

8                   And that again, that evaluation period,  
9 is another blackout period where there's no  
10 communication regarding that evaluation or the  
11 proposals up to the point of award of the project, and  
12 then it becomes public information.

13                   MR. JOHN MATHER:   Looking at the  
14 process you just laid out there, what's the purpose of  
15 the first blackout period, between the investigation  
16 and the release of the procurement?

17                   MR. DAVE MCNALT:   It's to avoid -- to  
18 avoid the problem or the perception that there's any -  
19 - that there's favouritism built into the process of  
20 developing the document.

21                   MR. JOHN MATHER:   And what do you mean  
22 by "favouritism"?

23                   MR. DAVE MCNALT:   That might give one  
24 (1) bidder an advantage over another bidder.

25                   MR. JOHN MATHER:   Looking at the

1 process that was unfolding here, do you see there is a  
2 potential for a perception of a unfair process, with  
3 Sprung and BLT being in contact with staff at this  
4 point?

5 MR. DAVE MCNALT: On the basis that  
6 the -- the intention was to go ahead with an RFP or a  
7 competition process, then yes, that overlap could have  
8 -- would have -- could have presented the perception  
9 of a problem.

10 MR. JOHN MATHER: Had a decision been  
11 made at this point on August 22nd when the -- Sprung  
12 and BLT send their numbers that there would be a sole-  
13 source procurement?

14 MR. DAVE MCNALT: Not that I  
15 understood.

16 MR. JOHN MATHER: If there is  
17 communications in the blackout period, what kind of  
18 consequences can that have for procurement?

19 MR. DAVE MCNALT: I guess there's  
20 lots of different potential consequences. One (1) of  
21 the -- one (1) of them is certainly the perception of  
22 -- of a particular bidder having an advantage over  
23 other bidders. Certainly, it could lead to legal  
24 challenges in the future, and I mean, there's --  
25 that's why the blackout period is there -- to mitigate

1 those risks.

2 MR. JOHN MATHER: Would a supplier  
3 that communicates in the blackout period face  
4 disqualification in a future procurement?

5 MR. DAVE MCNALTY: That could be the  
6 case.

7 MR. JOHN MATHER: So you recei -- Mr.  
8 Houghton --

9 THE HONOURABLE FRANK MARROCCO: Are  
10 you moving on to --

11 MR. JOHN MATHER: I'm staying within  
12 this paragraph but moving on to a different part of  
13 the paragraph, so --

14 THE HONOURABLE FRANK MARROCCO: I'm  
15 just wondering if it makes sense to break -- break for  
16 --

17 MR. JOHN MATHER: It does --

18 THE HONOURABLE FRANK MARROCCO: -- an  
19 hour.

20 MR. JOHN MATHER: -- yeah.

21 THE HONOURABLE FRANK MARROCCO: All  
22 right.

23 MR. JOHN MATHER: Yeah.

24 THE HONOURABLE FRANK MARROCCO: So we  
25 -- we'll take the lunch break now and come back at 10

1 to 2:00.

2

3 --- Upon recessing at 12:25 p.m.

4 --- Upon resuming at 1:52 p.m.

5

6 CONTINUED BY MR. JOHN MATHER:

7 MR. JOHN MATHER: If we could pull up  
8 paragraph 384 of the Foundation Document.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: McNalty, before the  
13 lunch break we had been looking at this paragraph  
14 which shows that it was on August 22nd when BLT  
15 provided the budgets it had prepared for the arena and  
16 the pool. After Ms. Leonard forwards you the budgets.  
17 you reply to her and say:

18 "I will soon have a budget for a  
19 second floor mezzanine lounge for  
20 the steel arena."

21 What did you mean by that?

22

23 (BRIEF PAUSE)

24

25 MR. DAVE MCNALT: In looking at the

1 budget information provided by WGD and that provided  
2 from Sprung, I recognize that there was a difference  
3 between the two (2) in the fact that the WGD arena had  
4 not included a second floor mezzanine and the  
5 associated things that would go with that.

6 MR. JOHN MATHER: When we saw earlier  
7 that the idea of a second floor was contemplated in  
8 Aug -- in the August 3rd design components that was  
9 sent to BLT, when WGD sent its numbers in on August  
10 17th, was it discussed to your knowledge that -- at  
11 all the fact that -- that -- those numbers didn't  
12 contemplate a second floor?

13 MR. DAVE MCNALTY: I don't remember  
14 any discussion.

15 MR. JOHN MATHER: So knowing that the  
16 WGD numbers didn't have a second floor, but the BLT  
17 ones did, what were -- what were you going to do to  
18 address that?

19 MR. DAVE MCNALTY: I was going to --  
20 using the information that I had, still come up with a  
21 comparison between the two (2) options that would be  
22 an apples to apples comparison on the features.

23 MR. JOHN MATHER: And was this work  
24 you were intending to do yourself?

25 MR. DAVE MCNALTY: Yes.

1                   MR. JOHN MATHER:   Why not ask WGD to  
2 incorporate or advise of the cost of a second floor  
3 mezzanine within their budgets?

4                   MR. DAVE MCNALTY:   I think at this  
5 point in time, it was a matter of timing. The report  
6 was already late, and to go back to WGD to ask them to  
7 provide further information at that point wouldn't  
8 help the timeline.

9                   MR. JOHN MATHER:   Other than the  
10 timeline, is there any reason WGD, if it had more  
11 time, would have been able to prepare an estimate for  
12 a second floor mezzanine?

13                  MR. DAVE MCNALTY:   No, there's no  
14 other reason.

15                  MR. JOHN MATHER:   Okay. Could we go  
16 to paragraph 395 of the Foundation Document.

17

18                                       (BRIEF PAUSE)

19

20                  MR. JOHN MATHER:   This is the  
21 following day after BLT sends their budget numbers.  
22 You send Ms. Leonard an email at 9:30 in the morning,  
23 subject line, "Arena and the pool," and you provide a  
24 spreadsheet titled, "Ice and water cost comparisons."

25                                       So if we could open up that attachment,

1 which is TOC203364.

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: And then if we could  
6 make it so that the pre-engineered steel building box  
7 and the insulated fabric membrane structure box are on  
8 the screen.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: Thank you. So I  
13 take it this is an updated version of the spreadsheet  
14 we were looking at earlier.

15 Is that fair?

16 MR. DAVE MCNALT: Yes.

17 MR. JOHN MATHER: With respect to the  
18 pre-engineered steel building, is -- as it looks to  
19 me, all of the numbers are the same, or at least --  
20 and in the cases where they're different, the  
21 percentages are the same, except there is now a just  
22 shy of a million dollar figure for the second floor  
23 mezzanine lounge.

24 Does that sound correct to you?

25 MR. DAVE MCNALT: Yes.

1 MR. JOHN MATHER: How did you arrive -  
2 - I'll back up. Is this the amount you calculated  
3 when you did the work to determine what it would cost  
4 to have a pre-engineered steel facility with a second  
5 floor?

6 MR. DAVE MCNALT: I believe so.

7 MR. JOHN MATHER: And how did you  
8 arrive at that number?

9 MR. DAVE MCNALT: Using the  
10 information that was in the Sprung cost estimate, and  
11 understanding from a construction point of view what  
12 would be required to put a second floor mezzanine in,  
13 I used primarily the numbers out of the Sprung  
14 estimate to adjust the WGD estimate so that the two  
15 (2) estimates would include the same components.

16 MR. JOHN MATHER: When you say,  
17 "Understanding from a construction point of view what  
18 would be required," are you referring to your personal  
19 experience with construction projects and facilities  
20 management?

21 MR. DAVE MCNALT: Yes.

22 MR. JOHN MATHER: In creating -- in --  
23 in coming to this number, did you consult with anyone  
24 else?

25 MR. DAVE MCNALT: I don't believe so.

1                   MR. JOHN MATHER:    So you mentioned you  
2 took elements of the BLT or Sprung costs that had been  
3 provided. Did you use anything else in coming up with  
4 that nine hundred and ninety-five thousand dollar  
5 (\$995,000) figure?

6                   MR. DAVE MCNALTY:    There were some  
7 components that didn't exist in the Sprung or BLT  
8 estimate, but those components were available in the  
9 WGD estimate. And so through a process of factoring  
10 the information that was in the WG -- WGD estimate, I  
11 could fill in the blanks with what was missing from  
12 the Sprung estimate.

13                  MR. JOHN MATHER:    So it may assist if  
14 we go to -- further to the right of the spreadsheet.  
15 Keep going. So you see there's some information to  
16 the right, and scroll down. Keep scrolling.

17                               So we see that figure there, that's for  
18 the second floor mezzanine. Does the data above this  
19 represent the information you pulled from the Sprung  
20 and WGD estimates in order to come to that nine  
21 hundred and ninety-five thousand dollar (\$995,000)  
22 figure?

23                  MR. DAVE MCNALTY:    Yes.

24                  MR. JOHN MATHER:    Okay. So it appears  
25 in later emails that you send, if we could scroll up,

1 that where there's a num -- so looking in the -- at  
2 this chart to the right, and the first column on the  
3 left, where there's number codes, where there's a  
4 number with a dash in it, that -- that is referring to  
5 a line item in the BLT budgets.

6 Is that correct?

7 MR. DAVE MCNALT: Yes.

8 MR. JOHN MATHER: And where there is a  
9 number without a dash in it, that is referring to a  
10 line item in the WGD budget calculation.

11 Is that correct?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: So for instance, the  
14 first three (3) items are from the WGD budget?

15 MR. DAVE MCNALT: Yes.

16 MR. JOHN MATHER: And then the next  
17 item -- the second floor concrete is from these -- BLT  
18 or Sprung budget?

19 MR. DAVE MCNALT: Yes.

20 MR. JOHN MATHER: Okay. If we look,  
21 there appears to be four (4) items that were taken  
22 from the WGD budget and used to build your  
23 calculation.

24 How did you decide what items to take?

25

1 (BRIEF PAUSE)

2

3 MR. DAVE MCNALT: The -- the first  
4 three (3) items essentially build the walls around the  
5 second floor mezzanine, and the -- the item down  
6 further, exterior windows, would contemplate windows  
7 in the second floor.

8 MR. JOHN MATHER: Okay. So from the  
9 WG (sic) budget, you've taken the exterior windows for  
10 the second floor, and then I just want to make sure I  
11 understand, for the first three (3), is this  
12 essentially to build the arena up an additional floor?

13 MR. DAVE MCNALT: Correct.

14 MR. JOHN MATHER: If we could go to --  
15 I want to leave this document on the screen. The  
16 document I handed out before, which was TOC0201219.  
17 And I believe you still have a copy in front of you,  
18 Mr. McNalty, if not, let us know. This is a copy of  
19 the WGD's detailed budget.

20 Is that correct?

21 MR. DAVE MCNALT: Yes.

22 MR. JOHN MATHER: Okay. So if we go  
23 into the budget, one (1), two (2) -- fourth page, we  
24 see that line item number 04220, with reference to  
25 masonry.

1 Do you see that there?

2 MR. DAVE MCNALTY: Yes.

3 MR. JOHN MATHER: Though -- and within  
4 this line item, you've taken three (3) of the items,  
5 the exterior architectural block, the block back up to  
6 -- above, and the cavity wall insulation with 'C' --  
7 what does C/W stand for, in your understanding?

8 MR. DAVE MCNALTY: Complete with.

9 MR. JOHN MATHER: Complete with vapour  
10 barrier? It appears you haven't made any adjustments  
11 from what WGD estimated would be the cost of these  
12 items for the first floor when adding to a second  
13 floor.

14 Is that fair?

15 MR. DAVE MCNALTY: Yes.

16 MR. JOHN MATHER: Why, in your mind,  
17 were no adjustments necessary?

18

19 (BRIEF PAUSE)

20

21 MR. DAVE MCNALTY: Because we were  
22 adding essentially the same square footage of wall  
23 area for the second floor as what we -- as what they  
24 would have already included for the first floor.

25 MR. JOHN MATHER: Had you had any

1 experience before in determining what is involved in  
2 adding a second floor mezzanine to an arena or a  
3 similar component to a similar building?

4 MR. DAVE MCNALT: Not directly.

5 MR. JOHN MATHER: And what do you mean  
6 by, "not directly"?

7 MR. DAVE MCNALT: I feel that I have  
8 enough experience to understand what would be  
9 required, and I could essentially draw the components  
10 that would go into that additional structure, and so  
11 that's why I felt I was capable of reflecting that in  
12 the estimate.

13 MR. JOHN MATHER: So was it the case  
14 that you understood that to add exterior architectural  
15 block to make a second floor that would cost twice as  
16 amount -- as much as -- to -- to have that for a first  
17 floor building?

18 MR. DAVE MCNALT: For those  
19 components, yes.

20 MR. JOHN MATHER: Okay. And what is  
21 it about the architectural block that made you believe  
22 that it would be twice as much?

23 MR. DAVE MCNALT: It's a straight  
24 square footage calculation. So if you're doubling the  
25 square footage of the wall, you're doubling the cost.

1                   MR. JOHN MATHER:    Would it be possible  
2   that you wouldn't need to double the square footage of  
3   the wall.   For instance, if the mezzanine was only  
4   part of the -- part of the length of the building?

5                   MR. DAVE MCNALT:    While that is my --  
6   my assumption and -- and based on my understanding of  
7   WGD's estimate is that it was a pre-eng style building  
8   from end to end, with the -- the lobby, and dressing  
9   room, and -- and those amenity areas enclosed in this  
10  architecturally featured part of the building.

11                  And so what I envisioned was that --  
12  that architecturally featured part of the building  
13  would be extended up to enclose the second floor.

14                  MR. JOHN MATHER:    So -- and -- and I  
15  just want to make sure I understand.   When you're  
16  envisioning the building, you're envisioning a front  
17  area that is made of architectural block, and then the  
18  arena itself is made out of pre-engineered steel, and  
19  so the front area on the first floor has a lobby and  
20  change rooms, and that's within architectural block?

21                  MR. DAVE MCNALT:    Yes.

22                  MR. JOHN MATHER:    And then you're  
23  building up from that architectural block to create a  
24  second floor, where there's a mezzanine?

25                  MR. DAVE MCNALT:    Yes.

1 MR. JOHN MATHER: What's block back up  
2 to above?

3 MR. DAVE MCNALT: The -- the wall  
4 will still be a cavity type wall, and so on the  
5 inside, there would be a block wall, which essentially  
6 creates the interior space, and then there would be a  
7 -- a wall cavity with a vapour barrier in it, and  
8 insulation, and then the architectural block is  
9 essentially a face out in front of that.

10 MR. JOHN MATHER: So in this case, you  
11 also -- it was your understanding that would require  
12 twice as much as what is contemplated when it  
13 comes to a -- a single floor building?

14 MR. DAVE MCNALT: Yes.

15 MR. JOHN MATHER: And, similarly, what  
16 is the purpose of the cavity wall insulation with the  
17 vapour barrier?

18 MR. DAVE MCNALT: Those three (3)  
19 components make up the wall, and so on the interior,  
20 you have the -- the backup block, and then there's a -  
21 - a cavity, or -- and in that cavity is the insulation  
22 and vap -- vapour barrier, and then on the exterior,  
23 the architectural block. So those three (3)  
24 components make up that wall.

25 MR. JOHN MATHER: So if we could go on

1 to page 6. If we leave this on the screen with page 6  
2 of the WGD budget in front of you...

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: Line item 8120,  
7 which is the exterior windows.

8

9 (BRIEF PAUSE)

10

11 MR. JOHN MATHER: Let me know when you  
12 have it in front of you.

13 MR. DAVE MCNALTY: Yes.

14 MR. JOHN MATHER: 8120. The first --  
15 first item under this is punched windows, twenty-four  
16 (24).

17 Is that the line item you're working  
18 off of when you have an exterior windows line item on  
19 the spreadsheet on the screen?

20 MR. DAVE MCNALTY: I would believe so.

21 MR. JOHN MATHER: And in that case,  
22 the total for the first floor was seventy-two thousand  
23 (72,000), and for the second floor, you've put ten  
24 thousand (10,000).

25 How did you get those numbers? How do

1 you arrive at the ten thousand (10,000)?

2 MR. DAVE MCNALTY: I -- I think my --  
3 my approach was probably that the second floor  
4 wouldn't have perhaps as many windows as the first  
5 floor because it would be an auditorium type space,  
6 and so it would be purely on what I perceived as the  
7 count of the windows.

8 MR. JOHN MATHER: So in this case you  
9 expected there'd be significantly fewer windows?

10 MR. DAVE MCNALTY: Yes.

11 MR. JOHN MATHER: Okay. So those are  
12 the items you took from the Sprung -- sorry, the WGD  
13 cost breakdown.

14 How did you decide what items you would  
15 take from the Sprung cost breakdown?

16 MR. DAVE MCNALTY: By the description  
17 of what the item was. If that component was required  
18 or relative to the second floor, I would have  
19 considered it as something that needed to be in both  
20 estimates.

21 MR. JOHN MATHER: In the case of  
22 Sprung's budget, did you make any adjustments with  
23 respect to any of the line items?

24 MR. DAVE MCNALTY: I wouldn't know  
25 from looking at this. I would have to see the budget

1 to the -- or the numbers in each place.

2 MR. JOHN MATHER: So maybe we'll take  
3 an example. If you look at "Painting," which is 9-  
4 912, and you have the number ten thousand two hundred  
5 and sixty-eight (10,268). If we could open up  
6 TOC0202990.

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: And if we could go -  
11 - so this, Mr. McNalty, is the budget that BLT sent to  
12 the -- Mr. Houghton on August 22nd for the arena.

13 And if we can go to Item 9-912, which  
14 is on page 3. So we see there's a line item on the  
15 screen that is "Painting," and in that case for the  
16 BLT budget, the total cost is thirty thousand eight  
17 hundred and five (30,805).

18 Do you know how you got to reducing  
19 that amount for the second floor to ten thousand two  
20 hundred and sixty-eight (10,268)?

21 MR. DAVE MCNALT: Based on my  
22 estimate of the square footage of painting required.  
23 So if -- if all I was -- so in this budget, I -- I  
24 would believe that painting references the entire  
25 building, not just the second floor mezzanine, so I

1 factored that number down based on my understanding of  
2 what the square footage of a mezzanine would be.

3 MR. JOHN MATHER: And it looks to us  
4 that you made other adjustments along those lines.

5 Does that sound correct to you?

6 MR. DAVE MCNALTY: Yes. I -- I would  
7 have used that same rationale to be -- to make  
8 adjustments so that it was specific to the mezzanine.  
9 And the other thing that I see here is that there are  
10 numbers in this estimate for the total units, so the  
11 total square feet that -- that -- the total square  
12 feet and the unit cost per square foot, and so those  
13 would have helped me to arrive at a -- a -- an  
14 estimate that was relative to the mezzanine itself.

15 MR. JOHN MATHER: In your mind, why  
16 was it the case that this -- Sprung's numbers, or what  
17 it would cost to build a second floor in a Sprung  
18 structure would apply to a pre-engineered steel  
19 building?

20 MR. DAVE MCNALTY: Firstly, the -- I  
21 mean, particularly the interior features of the  
22 mezzanine would be essentially the same physically in  
23 either case.

24 Secondly, and -- and my objective -- my  
25 objective was to do that apples-to-apples comparison

1 so that using the same -- the same dollar per square  
2 foot in each building made that a fair comparison and  
3 made it not subject to inflating one (1) over the  
4 other.

5 MR. JOHN MATHER: Is the notion on  
6 that last point that if I'm comparing two (2)  
7 buildings, if I make the same cost for the same items,  
8 it's essentially a wash?

9 MR. DAVE MCNALT: Yes. They  
10 essentially cancel each other out.

11 MR. JOHN MATHER: Did you have an  
12 opportunity to consider whether or not there would be  
13 an actual difference in cost in terms of constructing  
14 a second floor mezzanine within a Sprung structure as  
15 opposed to constructing one on a pre-engineered steel  
16 building?

17 MR. DAVE MCNALT: On the interior  
18 features, there shouldn't be a difference. The --  
19 where the difference would be is that the -- the  
20 entire second floor mezzanine structure would fit  
21 inside the building enclosure that's already there in  
22 the -- in the Sprung situation, where in the pre-  
23 engineered steel situation, you had to -- you had to  
24 essentially extend that exterior enclosure up to  
25 enclose the mezzanine.

1 MR. JOHN MATHER: And that additional  
2 item you're talking about, is that what you tried to  
3 reflect in the numbers you took from the WGD budget?

4 MR. DAVE MCNALTY: Correct.

5 MR. JOHN MATHER: Did you run any of  
6 these calculations you did past anyone at Sprung or  
7 BLT?

8 MR. DAVE MCNALTY: No.

9 MR. JOHN MATHER: Did you run any of  
10 the calculations you did past anyone at WG -- WGD?

11 MR. DAVE MCNALTY: No.

12 MR. JOHN MATHER: And -- and -- and  
13 we'll get to some further adjustments, but at any  
14 point in this process before August 27th, 2012, did  
15 you speak to WGD about the adjustments you had been  
16 making and seek their input on them?

17 MR. DAVE MCNALTY: No, and there  
18 wasn't time at that point, in -- in my perspective.

19 MR. JOHN MATHER: Other than the lack  
20 of time, is there anything else that would have  
21 impeded you from --

22 MR. DAVE MCNALTY: No.

23 MR. JOHN MATHER: -- doing that? If  
24 the goal of the exercise that you were undertaking was  
25 to do an apples-to-apples comparison of a Sprung

1 fabric structure to a pre-engineered steel structure,  
2 was there any reason -- why not have WGD undertake  
3 that task earlier in the process?

4 MR. DAVE MCNALT: It perhaps wasn't  
5 recognized as a -- as a -- an issue at that point.  
6 There was -- again from a timing point of view, we had  
7 pushed WGD to get their numbers to us on the  
8 expectation that we would have the Sprung numbers at  
9 the same time, and then there was a delay in getting  
10 the Sprung numbers.

11 So other than that timing issue, we  
12 could have gone back to WGD and asked them for further  
13 numbers.

14 MR. JOHN MATHER: Similarly, could you  
15 gone back, if you had the time, to WGD and also ask  
16 them to compare the price of a fabric membrane  
17 building that was a design build to a fabric membrane  
18 building that was a traditional con -- construction to  
19 a pre-engineered steel building that was a design  
20 build to a pre-engineered steel building that was a  
21 traditional construction?

22 MR. DAVE MCNALT: We could have done  
23 that if we had the -- the time.

24 MR. JOHN MATHER: Do you think those  
25 two (2) things we talked about, one (1), having WGD

1 conduct the apples-to-apples comparison, and having  
2 them look at other forms of construction for a pre-  
3 engineered steel building, do you think that  
4 information would have benefitted the Town?

5 MR. DAVE MCNALTY: Yes. More  
6 information would be of benefit.

7

8 (BRIEF PAUSE)

9

10 MR. JOHN MATHER: If we could go back  
11 to the spreadsheet at 2 -- TOC202990.

12 COURT OPERATOR: The one we were just  
13 on?

14 MR. JOHN MATHER: Sorry, 2 --  
15 TOC203364. Thank you.

16

17 (BRIEF PAUSE)

18

19 CONTINUED BY MR. JOHN MATHER:

20 MR. JOHN MATHER: If we could focus so  
21 we can see the insulated fabric membrane structure  
22 box.

23 So, Mr. McNalty, at this point in time  
24 you have received the Sprung/BLT detailed budget  
25 estimates, and it appears that you have placed some of

1 these into -- or placed these numbers into the  
2 spreadsheet you created.

3 Is that accurate?

4 MR. DAVE MCNALTY: Yes.

5 MR. JOHN MATHER: When Sprung sent its  
6 budget for the arena, it had a budget for an arena  
7 without certain options and that amount was 7,392,000,  
8 and then it had options, and if those options were  
9 added in, the amount was 7,896,000.

10 Do you know how you landed at the  
11 starting point of 7,534,000?

12 MR. DAVE MCNALTY: Not at this point  
13 in time.

14 MR. JOHN MATHER: Do you recall if you  
15 did any exercise in terms of deciding some options to  
16 put in, some options to put out?

17 MR. DAVE MCNALTY: I don't recall  
18 making any decisions on that myself. I also don't  
19 recall getting any direction on that.

20 MR. JOHN MATHER: Do you recall if you  
21 -- if when the Sprung and BLT numbers came in, if you  
22 understood them to have any form of contingency built  
23 into them like the W -- WGD numbers did?

24 MR. DAVE MCNALTY: No. My  
25 understanding of those numbers in the -- the BLT

1 estimate would be that's the price for the options  
2 that had been specified or selected.

3 MR. JOHN MATHER: So looking at the  
4 BLT/Sprung numbers, you have -- for site and park  
5 development, you have kept the same number as was the  
6 case for the pre-engineered steel building.

7 Why did you leave that number the same?

8 MR. DAVE MCNALT: Again, to make an  
9 objective comparison.

10 MR. JOHN MATHER: And the next line  
11 down for design fees, permits, and allowances, you've  
12 set that at one hundred thousand dollars (\$100,000).

13 How did you arrive at that number?

14 MR. DAVE MCNALT: Because the design  
15 fees and anything that would be termed miscellaneous  
16 would already be in the total above.

17 MR. JOHN MATHER: And are you  
18 referring to the concept we discussed earlier that  
19 when you're dealing with a design build, the -- or  
20 turnkey part of the package price is you -- is that  
21 the consulting and engineering work is baked into the  
22 price you're being offered?

23 MR. DAVE MCNALT: That's correct.

24 MR. JOHN MATHER: I note it does still  
25 say design fees on there. In that hundred thousand

1 dollars (\$100,000), is there any amount that's  
2 accounted for a design fee, do you recall?

3 MR. DAVE MCNALTY: Not that I recall.

4 MR. JOHN MATHER: Do you know why in  
5 this case you set a flat figure as opposed to a  
6 percentage?

7 MR. DAVE MCNALTY: I don't recollect  
8 why.

9 MR. JOHN MATHER: Given the  
10 distinction you've pointed out between a traditional  
11 construction and design build process, is there  
12 anything about that that would lead you to apply a  
13 flat fee as opposed to a per -- percentage?

14

15 (BRIEF PAUSE)

16

17 MR. DAVE MCNALTY: It may have just  
18 been for ease of calculation or -- or maybe I sort of  
19 resorted back to, well, what would the building permit  
20 fee be, for instance, and what other fees could be  
21 expected, as opposed to applying a percentage which  
22 would be additionally done but on a -- on a  
23 traditional style construction prog -- project.

24 MR. JOHN MATHER: And we see the  
25 contingency is at 5 percent still, and you've

1 explained to us why that was a lesser percentage than  
2 with -- with respect to the pre-engineered steel.

3 With the fabric membrane structure,  
4 there's no optional upgrades or any form of upgrades  
5 identified here.

6 Why is that the case?

7 MR. DAVE MCNALTY: Because of the  
8 nature of the design build project where the options  
9 are the options that are set out in the original spec  
10 and agreement and there's not intended to be the  
11 opportunity to make changes from that.

12 MR. JOHN MATHER: Do you know if any  
13 of the recommended upgrades that WGD had identified  
14 for a pre-engineered steel building, whether any of  
15 those items existed within Sprung or BLT's budgets for  
16 a fabric building?

17 MR. DAVE MCNALTY: You're speaking of  
18 these recommended upgrades in the -- in the next box?

19 MR. JOHN MATHER: Yes.

20 MR. DAVE MCNALTY: Those -- those  
21 items in the -- in the WGD box are relative to taking  
22 a pre-eng building to the LEED silver level. The  
23 understanding was that the fabric membrane building  
24 already met the requirements of the LEED silver level,  
25 and so there were no upgrades to do.

1                   MR. JOHN MATHER:    I understand that,  
2   and my question is more, do you know if, even despite  
3   that, whether any of the upgrades that are identified  
4   in the pre-engineered steel building were features  
5   that would nevertheless be in a Sprung building?

6

7                                   (BRIEF PAUSE)

8

9                   MR. DAVE MCNALT:    No.   Those items  
10   would not need to be or wouldn't be required to be in  
11   the Sprung building.

12                   MR. JOHN MATHER:   And -- and -- and my  
13   -- my question really is -- I -- I appreciate they may  
14   not have been required to be, but do you know if they  
15   were at all?

16                   MR. DAVE MCNALT:   Looking at that  
17   list, none of those options were included in the  
18   fabric building.

19                   MR. JOHN MATHER:   Do you know if any  
20   of those options could have been included in the  
21   fabric building to increase the fabric's building's  
22   green potential?

23                   MR. DAVE MCNALT:   Items like subfloor  
24   heating, radiant floor heating.  A building automation  
25   system could have been.  Other items like green roof,

1 a cistern and dual plumbing system, structured a  
2 support photovoltaics, those would not have been  
3 possible on the Sprung structure because of the nature  
4 of the con -- the build.

5 MR. JOHN MATHER: Do you know -- for  
6 the items that might have been possible, were you  
7 aware of any discussion with Sprung or BLT about  
8 whether or not they could be included and, if so, what  
9 the cost would be?

10 MR. DAVE MCNALT: No.

11 MR. JOHN MATHER: If we could go to  
12 paragraph 396 of the Foundation Document.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: So, what we were  
17 looking at is you sending Ms. Leonard that spreadsheet  
18 with the cost comparisons that you had done to date.  
19 You -- later that day, Ms. Leonard sends you a revised  
20 staff report. And if we could open that up. It's  
21 TOC0203551.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: And I have a couple

1 questions about this staff report. If we could go to  
2 page 4.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: And scroll down.  
7 So, under the heading, "Operating costs," the report  
8 says:

9 "Council is aware that operating a  
10 year-round pool facility will  
11 increase operational costs.  
12 Estimates have been derived -- derived  
13 based on the average five (5) year  
14 historical net department --  
15 departmental results from the  
16 Centennial pool operation."

17 And it goes on to provide numbers on  
18 operating costs. Other than what's described in this  
19 paragraph, do you know how these pool operating costs  
20 were generated?

21 MR. DAVE MCNALT: Not specifically.

22 MR. JOHN MATHER: One (1) of the  
23 things that the Town sought from WGD is information  
24 about operating costs with respect to the arenas.

25 Do you know if that information was

1 ever provided?

2 MR. DAVE MCNALTY: Not that I can  
3 recall.

4 MR. JOHN MATHER: Do you have any  
5 sense of why that information was not provided?

6 MR. DAVE MCNALTY: I think it was  
7 based on the timing again, that there maybe wasn't  
8 time to put that detail together.

9 MR. JOHN MATHER: In your view, was  
10 operating cost information a piece of information that  
11 would be helpful to staff and Council in deciding how  
12 to proceed?

13 MR. DAVE MCNALTY: That would -- would  
14 have been helpful.

15 MR. JOHN MATHER: So, if we could go  
16 to page 7.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: And scroll down.  
21 And so, what we see here is the -- what it appears to  
22 be is the -- the tables from the spreadsheet you sent  
23 Ms. Leonard earlier this morning. Is that correct?

24 MR. DAVE MCNALTY: It looks like it.

25 MR. JOHN MATHER: And I -- as I

1 believe we discussed earlier today, and correct me if  
2 I'm wrong, it was your intention or understanding that  
3 this sort of information should be included in the  
4 staff report?

5 MR. DAVE MCNALT: Yes, at that point  
6 in time.

7 MR. JOHN MATHER: And just to walk  
8 from -- walk through where we were in the first  
9 iteration of the spreadsheet that we looked at, the  
10 total cost that you had calculated for a pre-  
11 engineered steel building was ten million five hundred  
12 and ninety-one thousand (10,591,000).

13 In this most recent version of the  
14 spreadsheet the cost is now eleven million seven  
15 hundred and forty-one thousand (11,741,000). And that  
16 cost increase, as I understand it, is attributed to  
17 the additional of the -- the addition of the second  
18 floor mezzanine, and then any related increases by  
19 calculating contingencies and other percentages on top  
20 of that. Is that fair?

21 MR. DAVE MCNALT: Yes.

22 MR. JOHN MATHER: If you look beneath  
23 that table, it discusses how two (2) building  
24 construction types have been investigated. And then  
25 it goes on to say:

1 "Staff also researched the cost of a  
2 bricks and mortar building and  
3 determined the cost variance between  
4 it and the pre-engineered steel  
5 building was approximately five  
6 hundred and fifty thousand dollars  
7 (\$550,000) more for the bricks and  
8 mortar building."

9 I take it that figure was the figure  
10 that was provided to staff by WGD. Is that correct?

11 MR. DAVE MCNALT: That -- that sounds  
12 like the number that -- that they had provided.

13

14 (BRIEF PAUSE)

15

16 MR. JOHN MATHER: And when WGD picked  
17 that number, and -- and I just want to make sure I  
18 have this straight -- or identified that number, that  
19 was the difference between pre-engineered steel and  
20 fabric.

21 This appears to be saying the cost  
22 variance between bricks and mortar and pre-engineered  
23 steel was five hundred and fifty thousand (550,000).  
24 Am I reading that correctly?

25 MR. DAVE MCNALT: Yes.

1                   MR. JOHN MATHER:    Okay.  Do you know  
2   how -- do you know why that was written like this at  
3   this point in time?

4                   MR. DAVE MCNALT:    That -- I wonder if  
5   that paragraph may have been in there before we had --  
6   if that paragraph might have been in there and was  
7   drawn from the WGD report before we had the  
8   information from Sprung.

9                   MR. JOHN MATHER:    And do you have any  
10   understanding of why it suggests that the price  
11   difference identified there is as between pre-  
12   engineered steel as compared to something being  
13   identified as bricks and mortar and not as a fabric  
14   membrane?

15

16                                       (BRIEF PAUSE)

17

18                   MR. DAVE MCNALT:    Actually, as I'm  
19   looking at that now and reading it, I don't know where  
20   that came from because a bricks and mortar building in  
21   -- in this process was the same as a pre-engineered  
22   steel building.

23                   So, it may have been someone misreading  
24   the information from WGD.

25                   MR. JOHN MATHER:    If we could scroll

1 down. To where the red text is again. This report  
2 contains operating costs with respect to the arena.

3 Other than what is set out in this  
4 paragraph, did you -- do you know how these numbers  
5 were determined for potential operating costs for the  
6 arena?

7

8 (BRIEF PAUSE)

9

10 MR. DAVE MCNALT: Those numbers would  
11 have certainly been available in the -- through  
12 finance. I do think I have a recollection that PRC  
13 was also doing some work to put together operating  
14 costs.

15 MR. JOHN MATHER: Were you involved in  
16 these estimates at all?

17 MR. DAVE MCNALT: No.

18 MR. JOHN MATHER: Go to paragraph 401  
19 of the Foundation Document.

20

21 (BRIEF PAUSE)

22

23 MR. JOHN MATHER: This is an email you  
24 send after Ms. Leonard sent a version of the staff  
25 report, the one we were just looking at, around noon

1 on August 23rd. You send an email at 6 PM advising  
2 that you're:

3 "Working on another draft, same  
4 information but a different approach  
5 to the report. You should have it  
6 in the morning."

7 Do you recall what you meant by that  
8 you were revising the draft to have the same  
9 information but a different approach?

10

11 (BRIEF PAUSE)

12

13 MR. DAVE MCNALT: To take the  
14 information that was already in the draft and  
15 reorganize it and -- reorganize it and word it, I  
16 guess, so that it -- it was a readable report, it had  
17 the information in the right sections of the report,  
18 as far as I would be concerned, and to make it kind of  
19 tell a story.

20 MR. JOHN MATHER: The -- up until this  
21 point, what was your view on how the report had been  
22 drafted?

23 MR. DAVE MCNALT: It was bits and  
24 pieces of information that had been added to the  
25 report by different people at different times. And it

1 was difficult to read and understand what it was  
2 saying.

3

4 (BRIEF PAUSE)

5

6 MR. JOHN MATHER: So, we then see in  
7 the same paragraph that Ms. Almas responds to your  
8 email at 6:49 p.m. and asks you whether she -- you  
9 would like her to continue -- or you would like her to  
10 work on a couple of recommendation scenarios.

11 And you respond, "I would wait." At  
12 this point in time, had you been involved in any  
13 discussions about what recommendations were being  
14 considered?

15 MR. DAVE MCNALT: No.

16 MR. JOHN MATHER: Were you aware if  
17 those discussions had taken place amongst others?

18 MR. DAVE MCNALT: I was not aware.

19 MR. JOHN MATHER: Do you know why, at  
20 this point, Ms. Almas appeared to be thinking she was  
21 going to be working on some recommendations?

22

23 (BRIEF PAUSE)

24

25 MR. DAVE MCNALT: Because, generally

1 speaking, the clerk or the -- the clerk's department  
2 comes up with the specific wording of recommendations  
3 -- recommendations that are put before Council.

4 MR. JOHN MATHER: Why did you want Ms.  
5 Almas to wait on doing that work?

6 MR. DAVE MCNALTY: At that point in  
7 time, I -- I still didn't know what the  
8 recommendations were going to be. And so, I think my  
9 thought was let's reorganize this report, get it to  
10 succinctly state the information that we have and,  
11 based on that, develop recommendations.

12 MR. JOHN MATHER: So, I want to pull  
13 up this email chain. It's TOC0203834.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: If we could scroll  
18 down to the bottom. So, we see your email at 5:59  
19 p.m. to Ms. Leonard, Mr. Houghton, to the EMC about  
20 your intention to work on another draft.

21 If we scroll up, we see Ms. Almas's  
22 response at 6:49 p.m. You then respond again to all  
23 of the EMC with the, "I would wait, as we've  
24 discussed."

25 And then Mr. Houghton replies at 7:00

1 p.m. saying, "Thanks, Dave, and thanks for our call  
2 earlier."

3 Do you know what phone call Mr.  
4 Houghton's referring to?

5

6 (BRIEF PAUSE)

7

8 MR. DAVE MCNALT: In-between that  
9 time, I believe I had a phone call with Mr. Houghton.

10 MR. JOHN MATHER: Was anyone else a  
11 participant on the phone call?

12 MR. DAVE MCNALT: No.

13 MR. JOHN MATHER: What do you recall  
14 about that phone call?

15 MR. DAVE MCNALT: I -- I can't  
16 remember any details of the conversation.

17 MR. JOHN MATHER: Do you remember the  
18 -- any of the topics that were discussed?

19 MR. DAVE MCNALT: No. It was -- the  
20 topic was to do with the report and how to present the  
21 information in the report, I suppose.

22 MR. JOHN MATHER: Was it the case that  
23 you and Mr. Houghton were discussing how you would  
24 approach the revisions that you were proposing to  
25 undertake, to the best of your recollection?

1

2

(BRIEF PAUSE)

3

4

MR. DAVE MCNALT: I expect so. The  
5 actual telephone conversation I don't have a  
6 recollection of.

7

MR. JOHN MATHER: Do you recall -- and  
8 I appreciate you don't have a recollection. Do you --  
9 is -- is it your understanding -- or do you believe  
10 that you received directions from Mr. Houghton on that  
11 phone call about how to revise the staff report?

12

MR. DAVE MCNALT: I think that --

13

MR. FREDERICK CHENOWETH: Your Honour,  
14 I have trouble with that given the answers that the  
15 witness has given to date. It seems like -- like an -  
16 - an improper question, quite honestly, given the  
17 nature of the answers, which were that, I have no  
18 recollection of the phone call.

19

And it -- it does -- it doesn't make  
20 for useful evidence to -- to continue to repeat and  
21 press the witness in a situation where he says he  
22 doesn't know. The answer you get is -- has every  
23 prospect of -- of not being a useful bit of evidence.

24

I -- I'm -- I'm concerned about that.

25

THE HONOURABLE FRANK MARROCCO: Well,

1 what -- what's the question you want to put?

2 MR. JOHN MATHER: My intention is to  
3 ask if Mr. McNalty has any belief as to what --  
4 whether or not he received direction on the call, and  
5 then ask the basis of that belief.

6 MR. FREDERICK CHENOWETH: He already  
7 answered that question.

8 THE HONOURABLE FRANK MARROCCO: I'll  
9 allow the question. Go ahead.

10

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: Do you have any  
14 belief whether or not Mr. Houghton provided you any  
15 direction on that call about how to approach the  
16 revisions of the staff report?

17 MR. DAVE MCNALT: I -- I know that my  
18 intention was to take the information that was in the  
19 report and reorganize it and make the report more  
20 succinct and readable. If the contents of the report  
21 changed, then I can surmise that I received some  
22 direction to change the contents.

23 MR. JOHN MATHER: And what leads you  
24 to make that -- what leads you to surmise in that way?

25 MR. DAVE MCNALT: I wouldn't have

1 come up with it on my own.

2 MR. JOHN MATHER: We've reviewed with  
3 you phone records relating to your cell phone or  
4 showing a cell phone call from Mr. Houghton to you  
5 that took place on August 23rd at 6:05 p.m. that  
6 lasted for approximately twenty-one (21) minutes. Is  
7 that correct?

8 MR. DAVE MCNALT: Yes.

9 MR. JOHN MATHER: Is that -- do you  
10 believe that is the phone call that is referenced in  
11 this email?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: Do you recall having  
14 any other phone discussions with Mr. Houghton on  
15 August 23rd?

16 MR. DAVE MCNALT: No.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So, if we can scroll  
21 up. So, this is an email that you sent Mr. Houghton  
22 at 7:08 p.m. in which you ask:

23 "Mr. Houghton, is your thinking that  
24 the procurement is done or that we  
25 still need to go through the process

1                   of an RFP or something?"

2                   Do you recall why you asked Mr.

3 Houghton the question at this point?

4                   MR. DAVE MCNALT:    I believe that  
5 after our discussion, our telephone discussion, I  
6 turned back to the document and started to review what  
7 was in it and realized that that was then an  
8 unanswered question.

9                   And in order to make the revisions to  
10 the document, I wanted to have the answer to that  
11 question.

12                  MR. JOHN MATHER:   Do you recall if you  
13 received a response from Mr. Houghton to that  
14 question?

15                  MR. DAVE MCNALT:    I don't believe I  
16 did.

17                  MR. JOHN MATHER:    If we could go to  
18 paragraph 403 of the Foundation Document.

19

20                                       (BRIEF PAUSE)

21

22                  MR. JOHN MATHER:    So, we see that  
23 later that evening, at 8:27 p.m., you receive an email  
24 from Ms. Leonard copying the other members of the EMC  
25 in which she writes:

1 "Dave, I think we have done our due  
2 diligence for procurement purposes  
3 already. We supplied our wish list  
4 to BLT Sprung, and they were aware  
5 that they were competing against two  
6 (2) other forms of construction.  
7 Nobody possess the Tedlar  
8 technology. Nobody else can prove  
9 that they have done this type of  
10 construction without collapse.  
11 Nobody else can provide the LEED  
12 components in their basic  
13 construction."

14 Do you recall receiving this email from  
15 Ms. Leonard?

16 MR. DAVE MCNALT: Yes.

17 MR. JOHN MATHER: Other than receiving  
18 this email, did you speak with Ms. Leonard about what  
19 she had written at any point?

20 MR. DAVE MCNALT: I don't believe so.

21 MR. JOHN MATHER: Do you have any  
22 knowledge of why Ms. Leonard sent you this email at  
23 this point in time?

24 MR. DAVE MCNALT: I have no direct  
25 knowledge. I surmised at the time that there had been

1 a further discussion amongst --

2 THE HONOURABLE FRANK MARROCCO: You

3 don't -- you don't know. You're sub --

4 MR. DAVE MCNALT: I don't --

5 THE HONOURABLE FRANK MARROCCO: --

6 this is your speculation, right?

7 MR. DAVE MCNALT: Yes.

8

9 CONTINUED BY MR. JOHN MATHER:

10 MR. JOHN MATHER: So if we can  
11 continue on to paragraph 404. This is -- indicates  
12 that you circulated then a revised staff report at  
13 11:45 p.m. that evening.

14 So I'm going to walk through some of  
15 the revisions that were made to the staff report from  
16 the version that Ms. Leonard sent around noon on the  
17 23rd and the version that you sent at 11:45 p.m.  
18 Beginning with paragraph 405, you included two (2)  
19 recommendations in this version of the staff report.  
20 They are:

21 "That Council provide direction to  
22 staff on the option of a year-round  
23 insulated fabric membrane cover for  
24 the existing outdoor pool, and that  
25 Council provide direction to staff

1 on the preferred approach to the  
2 construction of a year-round single-  
3 pad ice arena in Central Park."

4 What do these recommendations mean?

5 MR. DAVE MCNALTY: That based on the  
6 information in the -- presented in the staff report,  
7 staff is asking Council to provide further direction.  
8 I can tell by the wording in these recommendations  
9 that they were not intended to be final  
10 recommendations but sort of placeholders in the report  
11 for a more formal version of the recommendation.

12 MR. JOHN MATHER: When these  
13 recommendations were drafted, did you have a sense of  
14 what staff was going to finally recommend to Council?

15 MR. DAVE MCNALTY: Based on the  
16 revisions that I had made to the staff report at this  
17 point, I think my -- my thought at the time was that  
18 those were the likely outcomes that would be taken  
19 from the report.

20 MR. JOHN MATHER: And maybe you can  
21 assist me. With the first one, what is the outcome  
22 there? Is that a recommendation to Council to proceed  
23 with the fabric membrane over the pool?

24 MR. DAVE MCNALTY: Yes, although it  
25 has the bit in there about, Give us direction on,

1 which is a little different than stating that -- that  
2 it's a conclusion.

3 THE HONOURABLE FRANK MARROCCO: If I  
4 can just... The direction -- there could be different  
5 directions, could there not?

6 MR. DAVE MCNALTY: There could be.

7 THE HONOURABLE FRANK MARROCCO: One  
8 (1) of the directions could be to proceed with the  
9 project, and the other could be get more information.

10 MR. DAVE MCNALTY: Right.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: With respect to the  
14 arena, do you know what the preferred approach was  
15 that was being referenced there?

16 MR. DAVE MCNALTY: I expect, if I  
17 remember the language of the staff report at this  
18 time, it was probably towards the -- the -- the fabric  
19 arena.

20 MR. JOHN MATHER: At this time,  
21 similar to the pool, was it still open to Council to  
22 decide what they thought the preferred approach would  
23 be?

24 MR. DAVE MCNALTY: Yes.

25 MR. JOHN MATHER: Go down to the next

1 paragraph. This is discussing another revision that  
2 was made, which was removing the mention of the use of  
3 requests for proposals that had been in the previous  
4 versions of the staff report.

5 Why was that removed in this version of  
6 the report?

7 MR. DAVE MCNALT: Sorry, are you  
8 looking at 407?

9 MR. JOHN MATHER: Sorry, 406.

10 MR. DAVE MCNALT: That was removed as  
11 a result of the Treasurer's email during the course of  
12 that evening.

13 MR. JOHN MATHER: Other than the  
14 Treasurer's email, did you have any other discussions  
15 with any other member of the EMC before removing that  
16 portion of the ar -- sorry, of the staff report?

17 MR. DAVE MCNALT: No.

18 MR. JOHN MATHER: We could go on to  
19 paragraph 408. So it says here that, regarding the  
20 arena, the -- the draft you circulated did not include  
21 any reference to staff investigating a bricks-and-  
22 mortar option. It's -- it's stated:

23 "Staff is confident on the basis of  
24 the research into options for a  
25 single-pad ice area in Central Park

1                   that the most cost-effective and  
2                   time-efficient option for  
3                   construction is an insulated fabric  
4                   membrane."

5                   How -- why was that language included --  
6 included in this version of the report?

7                   MR. DAVE MCNALT:     Because I think by  
8 that point in the evening, the -- the communications  
9 were that that was the direction that the staff report  
10 was going to take.

11                  MR. JOHN MATHER:     What communications  
12 are you referring to?

13                  MR. DAVE MCNALT:     The previous  
14 telephone call and email messages.

15                  MR. JOHN MATHER:     We've seen the work  
16 that WGD did to look into the cost of pre-engineered  
17 steel buildings. As far as you were aware at this  
18 point in time, had anything else -- has -- had  
19 anything else been done to look into what would be the  
20 most cost-effective and time-efficient construction  
21 material when it came to the single-pad arena?

22                  MR. DAVE MCNALT:     I'm not aware of  
23 anything else.

24                  MR. JOHN MATHER:     Do you know if at  
25 any point, anyone on staff reached out to any company

1 that would manufacture a pre-engineered steel arena to  
2 ask them about budget or pricing information?

3 MR. DAVE MCNALT: Directly --

4 MR. JOHN MATHER: Yes.

5 MR. DAVE MCNALT: -- to a pre-eng  
6 steel supplier? I'm not aware of anybody doing that.

7 MR. JOHN MATHER: Would there have  
8 been any limitation in having someone on staff do that  
9 sort of research?

10 MR. DAVE MCNALT: There would be no  
11 limitation, but we already had WGD taking on that  
12 assignment, I thought.

13 MR. JOHN MATHER: Did you think that  
14 WGD and Sprung stood in the same place in terms of  
15 what their interests were going forward with respect  
16 to potential recreation facilities?

17 MR. DAVE MCNALT: Could you say that  
18 again, please?

19 MR. JOHN MATHER: Certainly. Sprung  
20 and BLT are providing budget numbers, presumably, part  
21 of the purpose in order to have the Town agree to  
22 build a Sprung structure. Is that fair?

23 MR. DAVE MCNALT: Yes.

24 MR. JOHN MATHER: Did you see WGD as  
25 being in a similar position when it was preparing

1 budget numbers?

2 MR. DAVE MCNALTY: No.

3 MR. JOHN MATHER: Go down to paragraph  
4 409. So what we see here -- it references a few  
5 things that were removed from the staff report, one of  
6 which was the estimate of operating costs. Do you  
7 know why those estimates were review -- removed in  
8 this version of the staff report?

9 MR. DAVE MCNALTY: I don't know  
10 exactly.

11 MR. JOHN MATHER: We also see, and I -  
12 - that the -- the excerpt of your spreadsheet that  
13 compared the costs of a pre-engineered steel to a  
14 Sprung structure, the one we've walked through, that  
15 was taken out of this version of the staff report.

16 Do you recall why that was the case?

17 MR. DAVE MCNALTY: I -- I think  
18 because through the correspondence that evening, that  
19 wasn't recommended to be included.

20 MR. JOHN MATHER: Do you recall who  
21 recommended it not be included?

22 MR. DAVE MCNALTY: Not specifically.

23 MR. JOHN MATHER: Was it a decision  
24 you made to remove that information?

25 MR. DAVE MCNALTY: I don't believe so.

1 MR. JOHN MATHER: Was it a decision  
2 you made to remove the operating cost information?

3 MR. DAVE MCNALT: I don't believe so.

4 MR. JOHN MATHER: We also see that the  
5 design fees and permits allowance of a hundred  
6 thousand dollars (\$100,000) and the 5 percent  
7 contingency that we saw on your spreadsheet were  
8 removed from this version of the staff report.

9 Was that something you decided to do?

10 MR. DAVE MCNALT: I don't believe so.

11 MR. JOHN MATHER: The information  
12 that's discussed in this paragraph, is that  
13 information that you believed should remain in the  
14 staff report?

15 MR. DAVE MCNALT: I would have kept  
16 it in the staff report.

17 MR. JOHN MATHER: And why is that?

18 MR. DAVE MCNALT: Because they help  
19 to fulfill the whole picture of the -- of the  
20 potential investment.

21 MR. JOHN MATHER: And can you just  
22 explain more of what you mean by that?

23 MR. DAVE MCNALT: Certainly, the --  
24 the operating costs -- the operating costs would be  
25 relevant going forward and could be -- could be taken

1 as part of the decision. The site and park  
2 development costs, that number came -- the 1,164,000  
3 number came from the WGD estimates, and in the -- in  
4 the approach taken, that number certainly could have  
5 been reduced in my mind.

6 The contingency -- I believe I recall  
7 that I had asked whether a contingency could be  
8 applied to the project, and at least -- at least in  
9 the staff report, there was no desire to have a  
10 contingency shown.

11 MR. JOHN MATHER: Do you recall why  
12 there was no desire to have a contingency shown?

13 MR. DAVE MCNALTY: Not specifically.

14 MR. JOHN MATHER: Do you remember how  
15 it was decided that a contingency wouldn't be shown?

16 MR. DAVE MCNALTY: Not specifically.

17

18 (BRIEF PAUSE)

19

20 MR. DAVE MCNALTY: There as an ask to  
21 have it included, and the ask was denied.

22 MR. JOHN MATHER: Who made the ask?

23 MR. DAVE MCNALTY: I can't remember  
24 when specifically, but I believe I asked at some  
25 point. And I can't remember who was in the room at

1 the time, but I remember that, at least as far as the  
2 staff report would go, we wouldn't show a contingency.

3 MR. JOHN MATHER: Why did you think --  
4 and why did you make the ask?

5 MR. DAVE MCNALTY: Because any project  
6 of this nature needs some form of contingency?

7 MR. JOHN MATHER: Why is that?

8 MR. DAVE MCNALTY: For the unforeseen.

9 MR. JOHN MATHER: One (1) of the  
10 things that's being contemplated by the staff report  
11 is erecting a fabric cover over the pool which was,  
12 you know, a previously used site that had been operat  
13 -- operational.

14 In your experience, would that have  
15 meant that a greater or lesser contingency should have  
16 been taken into account?

17

18 (BRIEF PAUSE)

19

20 MR. DAVE MCNALTY: That -- that would  
21 create a larger need for a contingency than a  
22 greenfield site. But the arena site wasn't a  
23 greenfield site either. It's had -- it had had many  
24 uses over the years.

25 THE HONOURABLE FRANK MARROCCO: Just -

1 - just before you go on, Mr. McNalty, did you have any  
2 concern about the fact that -- and -- and I appreciate  
3 you didn't take this out of the estimate.

4 But did you have any concern about the  
5 fact that it was only the contingency in relation to  
6 the membrane that was being removed, not the  
7 contingency that you had included with respect to the  
8 prefabricated steel -- or prefabricated building?

9 In other words, it's a -- it's not  
10 equally done, so there's a four hundred and fifty --  
11 the membrane suddenly becomes four and hundred a  
12 thirty-five thousand dollars (\$435,000) cheaper?

13 MR. DAVE MCNALT: That would have  
14 taken some of the objectivity out of the comparison.

15 THE HONOURABLE FRANK MARROCCO: Thank  
16 you.

17 MR. JOHN MATHER: I wonder, Your  
18 Honour, if it's a good opportunity for a brief break,  
19 or I'm happy to continue.

20 THE HONOURABLE FRANK MARROCCO: No,  
21 no, we'll take five (5) minutes.

22

23 --- Upon recessing at 3:08 p.m.

24 --- Upon resuming at 3:15 p.m.

25

1 THE HONOURABLE FRANK MARROCCO: What  
2 I'd propose to do is finish the direct examination of  
3 Mr. McNalty this afternoon, and then commence the  
4 cross-examination on Monday.

5 Oth -- otherwise, I think we'll be here  
6 far too late. He's been testifying since nine  
7 o'clock, and I think enough's enough, so carry on.  
8 Don't -- don't feel pressured or anything like that.

9 MR. JOHN MATHER: With that in mind,  
10 I'd just like to go over a few matters. If we could  
11 pull up TOC0203891.

12 THE HONOURABLE FRANK MARROCCO: Okay,  
13 time's up. That's it.

14

15 (BRIEF PAUSE)

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: So, Mr. McNalty, we  
19 were discussing the revisions to the staff report that  
20 you circulated at 11:45 on August 23rd, 2012. This is  
21 a copy of the staff report, that version of the staff  
22 report itself. If we could go to page 3.

23

24 (BRIEF PAUSE)

25

1 MR. JOHN MATHER: And keep scrolling  
2 down. Keep going. So --

3 MR. FREDERICK CHENOWETH: I'm sorry, I  
4 wonder if my friend could just indicate the time again  
5 that that was circulated.

6 MR. JOHN MATHER: I think it's around  
7 11:45 p.m. --

8 MR. FREDERICK CHENOWETH: Thank you.

9 MR. JOHN MATHER: -- on the evening of  
10 August 23rd.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: This is discussing  
14 the costs of proceeding with a fabric membrane for the  
15 arena. And it indicates here that for the site-  
16 servicing, an allowance of five hundred thousand  
17 dollars (\$500,000) should be considered in this  
18 evaluation.

19 Do you know how that figure was arrived  
20 at?

21

22 (BRIEF PAUSE)

23

24 MR. DAVE MCNALT: I know that I had  
25 had some discussions with the engineering manager at

1 the time where we came up with some estimates based on  
2 experience as to what the site-servicing costs could  
3 be.

4 MR. JOHN MATHER: What that Mr.  
5 Macdonald?

6 MR. DAVE MCNALTY: Yes.

7 MR. JOHN MATHER: And was five hundred  
8 thousand dollars (\$500,000) the amount you and Mr.  
9 Macdonald estimates?

10 MR. DAVE MCNALTY: I don't recall what  
11 our estimate actually was, but I think the five  
12 hundred thousand dollars (\$500,000) was set as an  
13 aggressive target towards what we had estimated.

14 So, our estimates were somewhat higher  
15 than that.

16 MR. JOHN MATHER: And the aggressive  
17 target you're referring to, how was that set?

18 MR. DAVE MCNALTY: In conversation  
19 with the CAO and perhaps others, looking at the  
20 estimates that we'd arrived at and rationalizing them.

21 MR. JOHN MATHER: You referenced the  
22 CAO and others. Do you know who the others were?

23 MR. DAVE MCNALTY: I don't recall who  
24 else was in the room.

25 MR. JOHN MATHER: We see you circulate

1 the staff report on August 23rd late in the evening.  
2 Do you remember how long before that this conversation  
3 occurred where estimates for the site-servicing was  
4 discussed?

5

6 (BRIEF PAUSE)

7

8 MR. DAVE MCNALT: Not specifically,  
9 but it had to be with -- within the previous day just  
10 because of the timing.

11 MR. JOHN MATHER: We see that the  
12 site-servicing for the pool is set at two hundred  
13 thousand dollars (\$200,000). Was that -- was that  
14 amount arrived at through the same process?

15 MR. DAVE MCNALT: Yes, that's my  
16 recollection.

17 MR. JOHN MATHER: WGD estimated that  
18 site-servicing for both a fabric structure and a steel  
19 structure would cost around \$1.1 million.

20 On what -- on what basis, in your mind,  
21 could it be done for a fabric structure for five  
22 hundred thousand (500,000)?

23 MR. DAVE MCNALT: Part of the costs  
24 built into that \$1.1 million was the consideration  
25 that it is still a traditional design engineer

1 contract construct project, so the consulting fees,  
2 the engineering fees and all that would be built into  
3 that number.

4 As well, at this point -- and part of  
5 the rationale for putting lower allowances in was that  
6 the Town was going to undertake some of those site-  
7 servicing projects, or components of the projects, in-  
8 house using Town staff, using Town construction  
9 supervisors, so consulting costs would be -- would be  
10 low and whatever components could be completed by --  
11 by in-house Town staff, that would be the approach  
12 taken.

13 MR. JOHN MATHER: Setting aside the  
14 consultant cost that's maybe associated with a  
15 traditional construction contract as opposed to a  
16 design build, is there any reason why the site-  
17 servicing at a fabric building would cost less than a  
18 site-servicing at a pre-engineered steel building?

19 MR. DAVE MCNALT: For the arena  
20 specifically?

21 MR. JOHN MATHER: Yes.

22 MR. DAVE MCNALT: They would -- under  
23 the same construction process, there's no reason why  
24 they would be different.

25 THE HONOURABLE FRANK MARROCCO: So --

1 so, am I reading this right? You were going to reduce  
2 it to five hundred thousand (500,000) regardless of  
3 which structure was built?

4 You were just reducing that one point -  
5 - you felt you could -- five hundred (500) was  
6 aggressive, but you thought you could do it for that,  
7 but that would be the same for both?

8 MR. DAVE MCNALT: If they were both  
9 being done through the same construction process. So,  
10 if they were both a design build -- sorry, if the pre-  
11 eng -- pre-eng steel structure at this point is still  
12 an overall project, including all that site-servicing.

13 If you isolated the pre-eng building  
14 and its contents, the same as the fabric building  
15 proposal was isolated to just the building, then, yes,  
16 the site-servicing could have been done for that same  
17 aggressive target.

18 THE HONOURABLE FRANK MARROCCO: Okay.

19

20 CONTINUED BY MR. JOHN MATHER:

21 MR. JOHN MATHER: We can scroll down.  
22 Sorry, scroll up. Scroll up. Apologies, scroll down  
23 again. I'm just trying to find a specific number.  
24 Keep going.

25 Okay. So, looking at the paragraph

1 that says:

2 "The estimated costs for the supply  
3 and construction of the basis  
4 insulated membrane arena is 7.476  
5 million as compared to 10.592 for  
6 pre-engineered steel."

7 In the previous version of the staff  
8 report, the fabric membrane price was 7.534 million,  
9 and not it's 7.476. Do you know how that change came  
10 about?

11 MR. DAVE MCNALT: No, I don't. I do  
12 not recall.

13 MR. JOHN MATHER: Do recall if it's a  
14 change that you had made?

15 MR. DAVE MCNALT: I apparently made  
16 the change in the report. But, at this point in time,  
17 I don't recall what the basis for that change was.

18 MR. JOHN MATHER: In the 10.592  
19 million figure we see there, is that taken from the  
20 adjustments that we had walked through earlier today?

21 MR. DAVE MCNALT: In my spreadsheet?

22 MR. JOHN MATHER: Yes.

23 MR. DAVE MCNALT: I believe so.

24 MR. JOHN MATHER: And, in that case,  
25 that 10.592 figure continues to have 1.16 million for

1 site-servicing. Is that accurate?

2 MR. DAVE MCNALTY: I believe so.

3 MR. JOHN MATHER: Do you know if there  
4 was any consideration at this point in time of  
5 reducing the site-servicing costs when the calculation  
6 of the pre-engineered steel -- for the cost of the  
7 pre-engineered steel building given the decisions that  
8 had been made with respect to site-servicing for a  
9 fabric building?

10 MR. DAVE MCNALTY: I don't believe  
11 there was any consideration of that at this time  
12 because there had been no consideration of taking a  
13 pre-eng style building out of the conventional  
14 construction model.

15 MR. JOHN MATHER: Had there been any  
16 consideration of adjusting WGD's figures down to  
17 reflect the fact that the Town could get savings on  
18 doing some of the site-servicing in-house even if it  
19 had to pay additional amounts for consulting fees?

20 MR. DAVE MCNALTY: I don't recall that  
21 being a consideration.

22 MR. JOHN MATHER: So, we saw that this  
23 version of the staff report was circulated late in the  
24 evening on August 23rd. Sara Almas has testified that  
25 the following morning she attended a meeting with the

1 EMC and yourself, the purpose of which was to discuss  
2 the staff report.

3 In-between that time, Mr. Houghton also  
4 had sent a revised version of the report in the  
5 morning. Do you recall attending the meeting on  
6 August 24th, 2012?

7 MR. DAVE MCNALT: Yes.

8 MR. JOHN MATHER: What do you recall  
9 about that meeting?

10

11 (BRIEF PAUSE)

12

13 MR. DAVE MCNALT: I -- it would have  
14 been my first opportunity to see the revisions that  
15 were subsequently made to the report, and probably  
16 everybody's.

17 So, I think it was a review and  
18 discussion of the changes that had been made to the  
19 report.

20 MR. JOHN MATHER: Was the -- was --  
21 did the discussion touch on at all the decision to  
22 remove the reference to an RFP from the report that  
23 you can recall?

24 MR. DAVE MCNALT: I believe it did.

25 MR. JOHN MATHER: Do you recall any

1 specifics about that discussion?

2 MR. DAVE MCNALTY: Not -- not

3 specifics.

4 MR. JOHN MATHER: What do you recall,  
5 if anything, about that discussion?

6 MR. DAVE MCNALTY: I think because  
7 that had all happened in the evening of the 23rd, and  
8 this was the first time for the whole group to discuss  
9 it, I think there was probably a discussion of the  
10 rationale to -- to change that language.

11 MR. JOHN MATHER: Stepping back more  
12 broadly, what was your understanding of what the  
13 rationale was?

14

15 (BRIEF PAUSE)

16

17 MR. DAVE MCNALTY: I'm not sure if I  
18 understood what the rationale was, other than the  
19 direction that I had received the night before through  
20 the Treasurer's email.

21 MR. JOHN MATHER: Did you form a view  
22 yourself about whether or not this proposal to proceed  
23 with Sprung fell within the parameters of the  
24 purchasing bylaw?

25 MR. DAVE MCNALTY: It would have

1 identified as a sole-source procurement at that point  
2 under the definition of the bylaw.

3 MR. JOHN MATHER: Was that your view  
4 that this met the definition of sole-source  
5 procurement under the bylaw.

6 MR. DAVE MCNALTY: I believe that was  
7 my opinion by that point in time.

8 MR. JOHN MATHER: And why was that  
9 your opinion at that point in time?

10 MR. DAVE MCNALTY: Bearing in mind  
11 that Council could still give further direction on --  
12 on what was being recommended in the report, if they  
13 recommended to proceed with -- with the  
14 recommendations, then that would -- that would become  
15 a sole-source purchase.

16 THE HONOURABLE FRANK MARROCCO: Just  
17 so I understand, did you form the view that it was  
18 sole source upon the base of what you were told by the  
19 Treasurer? On the basis of what you were told in that  
20 email?

21 MR. DAVE MCNALTY: I believe so.

22 THE HONOURABLE FRANK MARROCCO: Thank  
23 you.

24

25

1 CONTINUED BY MR. JOHN MATHER:

2 MR. JOHN MATHER: Do you recall if it  
3 was ever raised by anyone whether an RF -- whether the  
4 Town could purchase the Sprung structure itself by way  
5 of sole source but proceed by way of RFP for the  
6 company that constructed the Sprung structure?

7 MR. DAVE MCNALTY: That was not a  
8 discussion at the time.

9 MR. JOHN MATHER: Are you aware of  
10 anything that would have prevented the Town from  
11 taking that step, had they wanted to?

12 MR. DAVE MCNALTY: I'm not aware of  
13 anything that would have prevented the Town to do  
14 that, but at least I was still under the understanding  
15 that BLT was the preferred erector for the Sprung  
16 building system in Ontario.

17 MR. JOHN MATHER: Could we go to  
18 paragraph 413 of the Foundation Document. So this is  
19 an email that Ms. Leonard sent to you and the EMC on  
20 August 24th at 10:46 a.m. with the subject line  
21 "Procurement Section."

22 Do you recall receiving this email from  
23 Ms. Leonard?

24 MR. DAVE MCNALTY: Yes.

25 MR. JOHN MATHER: Do you remember what

1 the purpose of this email was?

2 MR. DAVE MCNALT: It was -- as I  
3 recall, it was langua -- language to put into the  
4 report to -- to explain the -- the diligence that had  
5 been gone through and justify the potential sole  
6 source.

7 MR. JOHN MATHER: The -- the contents  
8 of this email, was -- what's described here, was that  
9 the subject matter of any discussion at the meeting  
10 that was held that morning, to your recollection?

11 MR. DAVE MCNALT: I don't recall  
12 specifically this being discussed, but I -- I see that  
13 it was kind of a -- a -- an expansion of the email  
14 from the night before to more further explain the  
15 points.

16 MR. JOHN MATHER: The second paragraph  
17 discusses "Element of Competition," and it says:

18 "The element of competition was  
19 included in gathering of estimates.  
20 The manufacturers of the  
21 architectural membrane structure  
22 knew that they were in competition  
23 with the more traditional forms of  
24 construction. WGD Architects knew  
25 that they were in competition with

1                   the architectural membrane structure  
2                   when producing estimates."

3                   Are you aware of what was told to  
4 Sprung or BLT about whether or not they were in  
5 competition with other traditional forms of  
6 construction?

7                   MR. DAVE MCNALTY:    No.

8                   MR. JOHN MATHER:    Do you agree with  
9 the statement that WGD Architects knew that they were  
10 in competition with the architectural membrane  
11 structure when preparing their estimates?

12                  MR. DAVE MCNALTY:    They knew that  
13 there were other estimates being prepared that their  
14 estimate would be compared to.  The -- the term --  
15 terminology "that they were in competition," in my  
16 view, is not correct.

17                  MR. JOHN MATHER:    And what's incorrect  
18 about that?

19                  MR. DAVE MCNALTY:    WGD and BLT/Sprung  
20 are not competitors.  They're two (2) different types  
21 of business.  One's an architectural consultant; the  
22 other one is a design-build contractor.

23                  MR. JOHN MATHER:    We see language  
24 that's along these lines is included in the final  
25 version of the staff report.  Did you ever discuss

1 with anyone on the EMC why this language had been  
2 selected?

3 MR. DAVE MCNALTY: Not that I recall.

4 MR. JOHN MATHER: Do you recall ever  
5 raising with anyone that WGD was not a competitor to  
6 Sprung or BLT?

7 MR. DAVE MCNALTY: Not at the time.

8 MR. JOHN MATHER: Did you raise it at  
9 any point after the fact?

10 MR. DAVE MCNALTY: Not -- I don't  
11 recall discussing it with anyone.

12 MR. JOHN MATHER: So if we can scroll  
13 down to where it says "sole source" in this email. So  
14 it says -- with "sole source," it says:

15 "Again, through our research, it has  
16 been determined that there is only  
17 one supplier that can meet the  
18 specifications staff developed for  
19 the facilities."

20 You've already described to us the  
21 research that you conducted with respect to whether or  
22 not there were other suppliers that could provide this  
23 type of facility.

24 Do you have any knowledge about the  
25 research other members of staff did or other members

1 of the EMC?

2 MR. DAVE MCNALTY: I'm not aware of  
3 any other staff's research.

4 MR. JOHN MATHER: Beneath that, it  
5 says:

6 "If one of the more traditional  
7 forms of construction had been  
8 determined to provide the most cost-  
9 effective solution, there would have  
10 been a further need to issue an RFP  
11 for construction, since there are  
12 many companies capable of providing  
13 this service."

14 Is there any reason why the Town could  
15 not have decided to conduct an RFP in which Sprung  
16 could potentially be a bidder alongside companies that  
17 would be offering to manufacture pre-engineered steel  
18 buildings?

19

20 (BRIEF PAUSE)

21

22 MR. DAVE MCNALTY: There would be no  
23 reason why not.

24 MR. JOHN MATHER: Was that something  
25 that you recall being discussed?

1 MR. DAVE MCNALTY: No.

2 MR. JOHN MATHER: Is that something  
3 that you would view as appropriate in the  
4 circumstances?

5 MR. DAVE MCNALTY: If you were going  
6 to proceed with an RFP, I think that that would have  
7 to be the structure of the RFP. It would have to  
8 consider the same -- the same construction process for  
9 whatever alternatives you were going to look at.

10 MR. JOHN MATHER: And what you mean by  
11 that?

12

13 (BRIEF PAUSE)

14

15 MR. DAVE MCNALTY: If -- if what you  
16 were wanting to attract was other suppliers that could  
17 provide a -- a similar -- similarly equipped arena as  
18 what was being proposed by Sprung, in order to be able  
19 to describe that and then evaluate it, it would have  
20 to be the same design build process as was being  
21 proposed for the fabric arena.

22 MR. JOHN MATHER: So make sure I  
23 understand what you're saying is that the RFP would  
24 have to be -- a call for tenders for a design build  
25 process, whether that be design build fabric or design

1 build pre-engineered steel?

2 MR. DAVE MCNALTY: That's the way I  
3 would see it.

4 MR. JOHN MATHER: Any reasons why  
5 there could not be an RFP in which a des -- a -- a  
6 design build for a pre-engin -- in which there could  
7 col -- in which a design build for pre-engineered  
8 steel buildings could be a potential candidate?

9

10 (BRIEF PAUSE)

11

12 MR. DAVE MCNALTY: I'm sorry, I lost  
13 the question.

14 MR. JOHN MATHER: I'll put it another  
15 way. Can you get a pre-engineered steel building in a  
16 design build construction?

17 MR. DAVE MCNALTY: Yes.

18 MR. JOHN MATHER: In your view, would  
19 the Town had benefitted, had there been an RFP along  
20 the lines of what we've been discussing, one that is  
21 seeking a design build project where -- in which the  
22 materials are open to the bidders?

23

24 (BRIEF PAUSE)

25

1                   MR. DAVE MCNALTY:    Again, from -- from  
2   the point of view of having more fulsome information,  
3   that would have been good to have.

4

5                                   (BRIEF PAUSE)

6

7                   MR. DAVE MCNALTY:    Based on the -- the  
8   research that was done and -- and the work that was  
9   provided by WGD, I think there may have still been  
10  some challenges in order to -- to make sure that the  
11  pre-eng steel building had a -- could attain that LEED  
12  silver level to be comparable to the -- the fabric  
13  building.

14                  MR. JOHN MATHER:    Is that a component  
15  or requirement that could have been included in the  
16  RFP?

17                  MR. DAVE MCNALTY:    It -- it would have  
18  had to have been included.

19                  MR. JOHN MATHER:    If we can go to  
20  paragraph 418 of the Foundation Document.

21

22                                   (BRIEF PAUSE)

23

24                  MR. JOHN MATHER:    So this is  
25  describing an email that Mr. Houghton sent to the EMC

1 and yourself at 12:05 on August 24th. And among other  
2 changes, the -- the -- Mr. Houghton's revised version  
3 reduced the cost of the fabric structure to seven  
4 million three hundred and ninety-two thousand  
5 (7,392,000).

6 Do you know the basis on which that  
7 reduction was made?

8 MR. DAVE MCNALT: I don't know.

9 MR. JOHN MATHER: And then it notes  
10 that the cost of the pre-engineered steel arena  
11 increased from 11.1 million to 12.3 million.

12 Do you know how that increase came  
13 about?

14 MR. DAVE MCNALT: No, I don't.

15 MR. JOHN MATHER: So if we can jump  
16 ahead to paragraph 628.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: So this paragraph is  
21 describing some emails that occurred after the Council  
22 meeting where it was voted to proceed to Sprung. And  
23 one (1) of the questions that was being raised at that  
24 point was, how did the figure in the WGD report, which  
25 was approximately 7.8 or 7.6 million -- we looked at

1 it -- become 12.3 million? And in response to that  
2 inquiry, you provided Sara Almas with a spreadsheet  
3 showing how those adjustments were made.

4 Do you have a recollection of -- of  
5 those events?

6 MR. DAVE MCNALT: Yes.

7 MR. JOHN MATHER: So if we could open  
8 TOC0218073.

9

10 (BRIEF PAUSE)

11

12 MR. JOHN MATHER: So what I would like  
13 to do is I would like to compare this to the previous  
14 version of the spreadsheet that we were looking at, in  
15 which you calculated the cost to be approximately  
16 eleven (11) -- sorry -- 11.7 million.

17 Just give me a moment.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: So what I propose to  
22 do, Mr. McNalty, is Ms. McGrann is going to hand out a  
23 hard copy of that earlier version of the spreadsheet  
24 we were looking at, so we can keep this one up on the  
25 screen.

1 (BRIEF PAUSE)

2

3 MR. JOHN MATHER: The document ID for  
4 this version of the spreadsheet is TOC203364.

5

6 (BRIEF PAUSE)

7

8 MR. JOHN MATHER: So I guess I'll  
9 start with this. Is this -- does this spreadsheet set  
10 out how -- how this Town calculate -- calculated WGD's  
11 report to increase from 7.6 million to 12.3 million?

12 THE HONOURABLE FRANK MARROCCO: Which  
13 spreadsheet?

14 MR. JOHN MATHER: The one on the  
15 screen, sorry.

16

17 CONTINUED BY MR. JOHN MATHER:

18 MR. JOHN MATHER: If we could scroll  
19 down. And...

20

21 (BRIEF PAUSE)

22

23 MR. DAVE MCNALTY: Yes, I believe so.

24 MR. JOHN MATHER: Okay. So walking  
25 through some of the changes that were made from the

1 earlier version we saw, if we could scroll up to the  
2 top. We can see now that the top number is 7.632  
3 million as opposed to 6.856 million. It appears to us  
4 that this is the result of adding back those two (2)  
5 contingency numbers that WGD included in their  
6 original cost breakdown.

7 Does that sound correct?

8 MR. DAVE MCNALTY: Yes.

9 MR. JOHN MATHER: And then we can see  
10 below that those two (2) contingency numbers are  
11 subtracted out lower down in the spreadsheet where it  
12 says less contingencies included in WGD building  
13 budget.

14 Is that correct?

15 MR. DAVE MCNALTY: Yes.

16

17 (BRIEF PAUSE)

18

19 MR. JOHN MATHER: Again, we see that  
20 the recommended upgrades are including as the --  
21 included as they were before. If you continue to  
22 scroll down, you can see the seven (7) -- second floor  
23 mezzanine amount as we saw before, including the  
24 upgrade installation, which is blank. Then we see the  
25 site and park development costs.

1                   At this point in time, had there been  
2 any further discussion about -- or any discussion  
3 about reducing the site and park development costs to  
4 reflect any efficiencies that could be achieved if the  
5 Town did them in house?

6                   MR. DAVE MCNALT:    I don't bel -- not  
7 that I'm aware of.

8                   MR. JOHN MATHER:    Of this \$1.16  
9 million figure, do you have any sense of how much of  
10 that would represent consulting and engineering fees?

11

12                                       (BRIEF PAUSE)

13

14                   MR. DAVE MCNALT:    Industry standard  
15 would say probably -- on site works, probably  
16 something like 10 percent.

17                   MR. JOHN MATHER:    If we can scroll  
18 down. It then adds a design fees -- the design fees,  
19 permits, and miscellaneous, this number has increased  
20 from 5 percent on August 23rd, 2012, in the earlier  
21 version of the spreadsheet to 10 percent.

22                   Do you know why that increase was made?

23                   MR. DAVE MCNALT:    I don't know why.

24                   MR. JOHN MATHER:    Do you recall if you  
25 made the decision to increase that percentage?

1 MR. DAVE MCNALT: I don't recall.

2 MR. JOHN MATHER: And then there's the  
3 10 percent contingency that was there before, although  
4 in this case that 10 percent contingency is calculated  
5 on -- on -- after the 10 percent for design fees has  
6 been added to the total.

7 Do you know why that contingency --  
8 that 10 percent is applied to the total cost plus  
9 design fees, permits, and miscellaneous?

10 MR. DAVE MCNALT: It doesn't -- it  
11 doesn't strike me as being unreasonable to put a  
12 contingency on those items, but if it was changed over  
13 the course of the development, then I don't understand  
14 why. I don't know why.

15 MR. JOHN MATHER: And if we could  
16 continue scrolling down. We also see that included in  
17 the document you provided Ms. Almas was the breakdown  
18 of how you calculated the second floor mezzanine.

19 Is that correct?

20 MR. DAVE MCNALT: Yes.

21 MR. JOHN MATHER: Okay. If we scroll  
22 up, back to the bottom line on the first page.

23 I take it then that the adjustments we  
24 looked at between August 23rd spreadsheet, which is  
25 the one that's in front of you, and -- and this

1 spreadsheet, these adjustments explain how the pre-  
2 engineered steel costs increased from 11.741 million  
3 to 12.3 million. Is that correct?

4 MR. DAVE MCNALT: I believe so.

5 MR. JOHN MATHER: If we could go back  
6 to paragraph 628 of the Foundation Document. And if  
7 we can scroll down.

8 So in paragraph 629, you are responding  
9 to a request from Ms. Almas about providing  
10 information about how the \$12.3 million figure was  
11 arrived at, and you say:

12 "Please see the attached files which  
13 include WGD's report and proposed  
14 layouts for a pre-eng steel arena,  
15 as well as the building budget from  
16 WGD and our own spreadsheet showing  
17 the development of the budget  
18 numbers provided from WGD to those  
19 depicted in the staff report EMC  
20 2012-1."

21 Continue down. And then you say:

22 "Not sure if we need to provide all  
23 of it in order to satisfy the  
24 request. Note -- note that the  
25 Reference column on the second page

1 of our spreadsheet indicates the  
2 source of the second floor  
3 mezzanine/lounge estimate, either  
4 from WGD budget, formatted" [in that  
5 format] "or the Sprung budget,  
6 formatted" [in that format]. "We  
7 may or may not want to remove this  
8 column or page."

9 Do you recall why you suggested that  
10 that second page or the column setting out where the  
11 numbers were from was -- was something that may or may  
12 not want to be included in response to a request for  
13 how the \$12.3 million figure was arrived at?

14 MR. DAVE MCNALT: I think it was just  
15 a thought that whether there was -- whether it was  
16 more information than it would take to satisfy the  
17 request and whether or not it might lead to more  
18 confusion as opposed to clarify and answer the  
19 question.

20 MR. JOHN MATHER: Was there anything  
21 about that information that you felt had any  
22 sensitivity?

23 MR. DAVE MCNALT: I don't believe so.

24 MR. JOHN MATHER: A few more questions  
25 about the final version of the staff report. So if we

1 could pull that up, it's CJI6146.

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: So if we could go to  
6 what is page -- it's page 68 on the bottom numbering  
7 of the documents. I'm not sure which page it is in  
8 the document. If you scroll down, you can see. There  
9 you go.

10 So this is in the final version of the  
11 staff report that was sent to Council on August 24th,  
12 2012 and this first paragraph here says:

13 "There were two types of  
14 construction investigated to provide  
15 a single pad arena in Central Park.  
16 Certain site improvement costs will  
17 be incurred regardless of the type  
18 of building constructed."

19 What did you mean by that? What was  
20 meant by that, sorry?

21 MR. DAVE MCNALT: I don't recall  
22 whether that was in my version of the report or not,  
23 but I think that there's two (2) aspects to it. One  
24 (1) is that in order to put an arena in Central Park,  
25 a baseball diamond had to be displaced, and then

1 secondly, improvements such as a parking -- parking --  
2 parking lot and lighting and sewer and water and  
3 electricity services.

4 MR. JOHN MATHER: And so for that  
5 second category, those are the costs that were  
6 estimated to be 500,000 for the fabric structure and  
7 1.16 for this -- the steel structure?

8 MR. DAVE MCNALTY: I think so.

9 MR. JOHN MATHER: If we could continue  
10 on to the next page, and we see the paragraph that  
11 says:

12 "The estimated cost for the supply  
13 and construction of the basic  
14 insulated architectural membrane is  
15 7.392 as compared to 11.1 to 12.3."

16 And it indicates those are the  
17 estimates from WGD.

18 And then if we can continue on to par -  
19 - page 70, we see that it sets out the tot -- it sets  
20 out a -- a tally of the costs of a single pad arena,  
21 which include a total cost for the fabric membrane,  
22 cost of certain accessories, and then \$500,000 for  
23 site servicing.

24 Do you know why it says in this -- in  
25 this staff report that that \$500,000 is the same for

1 all options?

2 MR. DAVE MCNALTY: I don't know.

3 MR. JOHN MATHER: Is it your  
4 understanding that that \$500,000 would need to be  
5 added to the 12.3 million or the 11.1 to 12.3 million  
6 figure that's referenced earlier in the report, if  
7 someone wanted to understand the total cost of a pre-  
8 eng steel building?

9 MR. DAVE MCNALTY: No. That -- my  
10 understanding would be that that 500,000 would be  
11 included in the site servicing cost allowance that was  
12 in the other budget.

13 MR. JOHN MATHER: Do you know if that  
14 was explained to Council, that in that 11.1 to 12.3  
15 million there was already 1.16 accounted for when it  
16 came to site servicing?

17 MR. DAVE MCNALTY: I -- I don't --  
18 don't know that, no.

19 MR. JOHN MATHER: So if we could  
20 scroll back up. Continue scrolling up -- or down.  
21 There we go.

22 There's a paragraph there that refers  
23 to LEED silver accreditation, and at the end it says:

24 "Each of the arenas proposed would  
25 qualify for LEED Silver

1                    accreditation. In order to receive  
2                    the accreditation there would be  
3                    additional commissioning costs for  
4                    either building system. A  
5                    significant difference in the two  
6                    (2) construction types is that the  
7                    insulated architectural membrane  
8                    structure had the LEED requirements  
9                    built into its basic design, whereas  
10                  the traditionally industrial pre-  
11                  engineered steel building must be  
12                  modified to meet the requirements  
13                  leading to additional engineering  
14                  costs and custom components."

15                  Do you know if at any point Council was  
16                  advised that the costs of making a pre-engineered  
17                  structure LEED silver equivalent was included in the  
18                  11.1 to \$12.3 million figure provided later in the  
19                  report?

20                  MR. DAVE MCNALTY: I don't know if  
21                  they were made aware of that.

22

23                                  (BRIEF PAUSE)

24

25                  MR. JOHN MATHER: In the previous

1 version of the report that we saw, or an earlier  
2 version, not the previous, but an earlier one that you  
3 drafted, next to the estimate for a pre-engineered  
4 steel building it didn't include the words 'estimates  
5 provided by WGD'.

6 Do you know how those words came to be  
7 added?

8

9 (BRIEF PAUSE)

10

11 MR. DAVE MCNALT: If my recollection  
12 is -- is right, those were edit -- some of the edits  
13 that were made by Mr. Houghton in the morning.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: Do you know why the  
18 staff report doesn't mention that the amounts for pre-  
19 engineered steel had been adjusted by yourself to make  
20 it an apples-to-apples comparison?

21

22 (BRIEF PAUSE)

23

24 MR. DAVE MCNALT: No, I -- I don't  
25 know why that was not in the report or explained.

1                   MR. JOHN MATHER:    Do you think that is  
2   information that could have assisted or benefited  
3   Council in making its decision?

4

5                                       (BRIEF PAUSE)

6

7                   MR. DAVE MCNALT:    I guess I'm not  
8   sure why it would have because, as we discussed  
9   previously, that part of the estimate kind of  
10  cancelled each other out.

11                   And so -- but going into that type of  
12  explanation in the staff report would be -- it would  
13  be too much information for a staff report.

14                   MR. JOHN MATHER:   Was there anything  
15  that would have -- do you think it would have been too  
16  much information to note that there just had been  
17  adjustments even if the details of those adjustments  
18  were not provided?

19                   MR. DAVE MCNALT:   No.   That would  
20  have been fine.

21                   MR. JOHN MATHER:   If we can scroll  
22  down, staying in the same paragraph.   So, later in the  
23  paragraph it says:

24                                       "The interior space that is provided  
25                                       within the architectural membrane

1 structures allows for the cost-  
2 efficient addition of a second floor  
3 lounge area with a view of the ice  
4 surface.

5 The cost of the second floor  
6 improvements within the  
7 architectural membrane arena is  
8 included in the above estimate,  
9 where -- whereas a similar addition  
10 to the pre-engineered ste -- steel  
11 arena would add up to \$1 million to  
12 the investment."

13 Do you see that there?

14 MR. DAVE MCNALTY: Yes.

15 MR. JOHN MATHER: Do you know how this  
16 language was added to the staff report?

17

18 (BRIEF PAUSE)

19

20 MR. DAVE MCNALTY: I don't recall  
21 specifically when it showed up in the staff report.

22 MR. JOHN MATHER: Do you recall if you  
23 ever had a concern that that language there might  
24 suggest to a reader that, in a -- that a million  
25 dollars would need to be added on top of the 11.1 to

1 12.3 range that had already been set out?

2 MR. DAVE MCNALTY: I don't recall  
3 having that concern, but I'm not sure that I digested  
4 what it was saying to that extent in the short time  
5 frame.

6 MR. JOHN MATHER: And, in any event,  
7 that million dollars is already within that 11.1 to  
8 12.3 million. Is that correct?

9 MR. DAVE MCNALTY: Yes.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: Did you have any  
14 involvement in the negotiation or the signing of the  
15 contract with BLT?

16 MR. DAVE MCNALTY: No.

17 MR. JOHN MATHER: Do you have any  
18 knowledge about how the payment schedule in that  
19 contract was arrived at?

20 MR. DAVE MCNALTY: No.

21 MR. JOHN MATHER: Do you know what was  
22 done by the Town to negotiate the price of the  
23 contract with BLT?

24 MR. DAVE MCNALTY: No.

25 MR. JOHN MATHER: If we can go to

1 paragraph 675 of the Foundation Document.

2

3 (BRIEF PAUSE)

4

5 MR. JOHN MATHER: So, this paragraph  
6 describes that, on December 7th, 2012, Richard Dabrus,  
7 of WGD, emailed Marta Proctor and -- identifying a  
8 couple of issues with how WGD's work was used in the  
9 staff report.

10 Do you recall that Mr. Dabrus, of WGD,  
11 reached out to Ms. Proctor to complain?

12 MR. DAVE MCNALT: Yes.

13 MR. JOHN MATHER: What was your  
14 reaction to that?

15 THE HONOURABLE FRANK MARROCCO: I  
16 think Mr. McNalty's already acknowledged he didn't see  
17 them as in -- being in the sta -- the statement that  
18 they were in competition was not correct, but I don't  
19 know that we need to go over it.

20 MR. JOHN MATHER: Okay. If we could  
21 go to paragraph 62 of summary document 24.

22

23 (BRIEF PAUSE)

24

25 MR. JOHN MATHER: And, Your Honour,

1 for your benefit, I'm on the last topic of substance.

2 THE HONOURABLE FRANK MARROCCO: Well,  
3 if I can help you further, I will.

4 MR. JOHN MATHER: I -- I'm sure you  
5 will.

6

7 CONTINUED BY MR. JOHN MATHER:

8 MR. JOHN MATHER: So, Mr. McNalty, in  
9 the interest of summarizing this, in October 2012,  
10 certain members of the PRC advisory committee obtained  
11 a copy of the WGD report and began asking questions  
12 about it and what it contained.

13 If we can scroll down. Councillor West  
14 forwarded this on to Mr. Houghton. Continue going  
15 down. And then staying on paragraph 64, Mr. Houghton  
16 wrote you and said -- and said:

17 "Dave, this is what WG (sic)  
18 Architect said when they compared  
19 the steel fabricated building to  
20 Sprung structure. Can you help with  
21 the errors in their comments? Once  
22 again, this is time sensitive."

23 At this point in time, was there any  
24 errors in the WGD report that you were aware of?

25

1 (BRIEF PAUSE)

2

3 MR. DAVE MCNALT: None that come to  
4 mind other -- unless they still had a misconception of  
5 the fabric structure.

6 MR. JOHN MATHER: And what do you mean  
7 by, "Misconception of the fabric structure"?

8 MR. DAVE MCNALT: I mean,  
9 specifically understanding what the construction of  
10 the Sprung building was like. But in -- in terms of -  
11 - and so, on that basis, did they understand the  
12 energy use, for instance, of that type of building  
13 totally?

14 I may have had a question, but was  
15 there errors? I wouldn't have said so.

16 MR. JOHN MATHER: Do you know what Mr.  
17 Houghton was referring to when he speaks about errors  
18 in this email?

19 MR. DAVE MCNALT: Not at this time.

20 MR. JOHN MATHER: So, if we can  
21 continue to paragraph 66 and 67. This describes the  
22 fact that, on October 7th, two (2) days later, you  
23 sent Mr. Houghton an email saying about a memo that  
24 you had prepared with respect to the WGD report, and  
25 you attach the memo and a few other items.

1                   And if we scroll down, you then  
2   continue to communicate with Mr. Houghton and asking  
3   him whether there's additional points that should be  
4   addressed, please let you know and you'll review.

5                   And if we scroll down further, there's  
6   a further conversation between you and Mr. Houghton  
7   about the WGD report. And continue going on. Then we  
8   see that on -- at 8:00 p.m. on October 7th Mr.  
9   Houghton provides you two (2) comments on the draft  
10  memo you pre -- prepared.

11                  And then finally, if we can go to  
12  paragraph 71, we see that you send Mr. Houghton a  
13  revised memo. Appreciating we moved that through  
14  fairly quickly, do you recall if Mr. Houghton made any  
15  other comments, corrections to the memo you prepared  
16  other than the two (2) that were identified in the  
17  earlier email?

18                  MR. DAVE MCNALT:    I don't have any  
19  recollection of that.

20                  MR. JOHN MATHER:    If we can pull up  
21  the memo itself. It's TOC0600197.

22

23                                       (BRIEF PAUSE)

24

25                  MR. JOHN MATHER:    So, if we could go

1 down to the bottom of the first page. First of all,  
2 do you recall drafting this memo?

3 MR. DAVE MCNALTY: Yes.

4 MR. JOHN MATHER: Do you remember what  
5 its purpose was?

6 MR. DAVE MCNALTY: I think to respond  
7 to the questions that had been raised in the  
8 community.

9 MR. JOHN MATHER: Okay. What  
10 questions?

11 MR. DAVE MCNALTY: The ones that we  
12 saw just earlier. I think it led out with -- it came  
13 from members of the PRCAC.

14 MR. JOHN MATHER: Yeah. And if we  
15 could scroll down to the next page. So, in this  
16 paragraph you write:

17 "In order to provide a realistic  
18 comparison between the proposed  
19 Sprung arena and a pre-engineered  
20 steel fac -- steel facility, the  
21 options that were provided to WGD to  
22 improve the energy efficiency and  
23 bring the proposed arena to a LEED  
24 silver equivalent were included in  
25 the project budget."

1                   It goes on.

2                   "The Sprung facility would be --  
3                   would be provided with that level of  
4                   qualification, and also included a  
5                   second-floor mezzanine and lounge  
6                   area that was also added into the  
7                   basic budget provided by WGD."

8                   And then you say:

9                   "The estimated cost reduction of the  
10                  five hundred thousand (500,000) for  
11                  a fabric structure that WGD Ar --  
12                  Architects provided at the end of  
13                  the report would have been baseless  
14                  as it was not for an insulated  
15                  architectural membrane system. It  
16                  has no relevance to the comparison."

17                  What do you mean by that?

18

19                               (BRIEF PAUSE)

20

21                  MR. DAVE MCNALT:    I think that all  
22                  along and -- and up until the end, I'm not sure that  
23                  WGD had a clear understanding of the Sprung structure,  
24                  or the -- the -- and the features of it.

25                  I had the -- and -- and their cost

1 estimate I don't believe was specifically on that type  
2 of structure. And so, I think that I had some  
3 question in my mind of the validity of their estimate  
4 based on not knowing how they developed the number and  
5 my feeling at the time that they were still looking at  
6 the wrong type of fabric building.

7 MR. JOHN MATHER: Did you ever discuss  
8 the concerns you had with WGD?

9 MR. DAVE MCNALTY: I don't believe so.

10 MR. JOHN MATHER: Is there a reason  
11 you did not?

12

13 (BRIEF PAUSE)

14

15 MR. DAVE MCNALTY: Time and effort.  
16 There -- and there was no -- there was no immediate  
17 need to have that conversation.

18 MR. JOHN MATHER: Why was there no  
19 immediate need?

20 MR. DAVE MCNALTY: Because this was  
21 some -- well, this was sometime after Council had seen  
22 the final staff report. Am I correct?

23 MR. JOHN MATHER: This memo, yes.

24 MR. DAVE MCNALTY: Yes.

25

1 (BRIEF PAUSE)

2

3 MR. DAVE MCNALT: Yes. So after --  
4 after Council had processed that staff report and made  
5 its recommendations, there was no need, other than a  
6 housekeeping thing, to go back to WGD to clarify  
7 information.

8 MR. JOHN MATHER: Looking now at the  
9 time period before August 27th, 2012, other than the  
10 time pressure, was there anything else that was  
11 preventing you from going back to WGD and expressing  
12 any concerns you might have about how they -- how they  
13 priced the fabric structure they had in their report?

14 MR. DAVE MCNALT: No. There was  
15 nothing that would have restricted me to do that other  
16 than the timing of the whole thing.

17 MR. JOHN MATHER: Looking back at the  
18 sentence we're looking at with respect to the -- the  
19 cost reduction of five hundred thousand dollars  
20 (\$500,000) being baseless if it was not for an  
21 insulated architectural membrane system, we saw  
22 earlier that the initial WGD report said that a fabric  
23 structure would not be insulated and that the revised  
24 report then did refer to the fact that insulation  
25 would be included in the fabric structure.

1                   Is that correct?

2                   MR. DAVE MCNALT:    I -- my  
3   recollection is it said it could be, yes.

4                   MR. JOHN MATHER:   And was it your  
5   understanding, then, that the numbers that WGD  
6   provided to you in that final report was their  
7   estimated cost for an insulated fabric structure?

8                   MR. DAVE MCNALT:    I -- I'm not sure  
9   that I came to that conclusion, because the  
10   information that they provided on the insula -- on the  
11   fabric structure was -- as far as I recall, was the  
12   one (1) line with the price.

13                  MR. JOHN MATHER:    If we look at the  
14   next paragraph, this is discussing something we spoke  
15   about earlier, which deals with the thermal bridging  
16   as it comes with respect to the aluminum supports of  
17   the Sprung structure, and you say that:

18                               "WGD was cautious with regard to the  
19                               thermal bridging opportunity at each  
20                               of the aluminum support frames that  
21                               form the structure for the insulated  
22                               architectural membrane structure.  
23                               We had already addressed this  
24                               question with Sprung, and the  
25                               explanation that was provided was

1                                   satisfactory."

2                                   It then goes on to talk about the  
3   spacing of the -- of the extrusions, which we've  
4   discussed, and then it also goes on to explain that  
5   there are thermal caps affixed on the outside of the  
6   frames to help reduce the effect of the potential  
7   bridge that exists at each extrusion.

8                                   Is that the explanation that Sprung  
9   provided with respect to the risk of thermal bridging?

10                                  MR. DAVE MCNALT:    Yes, that's  
11   essentially the -- the explanation provided by Sprung.

12                                  MR. JOHN MATHER:    Was there anything  
13   else that Sprung said, to your recollection, about the  
14   potential for thermal bridging in the aluminum  
15   extrusions?

16                                  MR. DAVE MCNALT:    Not that I recall.

17                                  MR. JOHN MATHER:    Do you recall if you  
18   took the information that Sprung had provided to you  
19   and provided it to WGD for their assessment?

20                                  MR. DAVE MCNALT:    I don't believe I  
21   did.

22                                  MR. JOHN MATHER:    The next paragraph  
23   says:

24   "It was suggested in the WGD report  
25   that accurate energy modelling that

1 compared the insulated architectural  
2 membrane structure to other  
3 construction methods could be  
4 performed."

5 And then you say:

6 "A published third-party comparison,  
7 copy attached, has already been  
8 performed on actual operating  
9 facilities, which is arguably more  
10 reliable than a theoretical model."

11 I just want to step back. Was it your  
12 understanding that WGD could have done energy  
13 modelling but was not instructed to do so?

14 MR. DAVE MCNALTY: That's correct.

15 MR. JOHN MATHER: And do you know why  
16 they were not instructed to do so?

17 MR. DAVE MCNALTY: There was -- again,  
18 there was no time for that kind of investigation, and  
19 that would be a significant undertaking. I think  
20 there was a second part to the question.

21 Was there a why or something?

22 MR. JOHN MATHER: The question was,  
23 Why was WGD not instructed to undertake energy  
24 modelling?

25 MR. DAVE MCNALTY: I don't think that

1 we had any reason in front of us to justify taking  
2 that step.

3 MR. JOHN MATHER: You said it would be  
4 a significant undertaking. Are you talking about  
5 time, or are you talking about cost, or are you  
6 talking about something else?

7 MR. DAVE MCNALT: Time and cost.

8 MR. JOHN MATHER: Do you have a sense  
9 of what either of those would have been?

10 MR. DAVE MCNALT: Energy modelling --  
11 the way that I would interpret this would be a  
12 specialty consultant that would, effectively, create a  
13 -- a model of the building in some sort of a software  
14 system and process different -- change different  
15 parameters and -- and process theoretical energy  
16 consumption outputs.

17 If I was going to a consultant today to  
18 get something like that, I would think it would be a  
19 six-week project. Like, it's not something that they  
20 would be able to do in a couple days. It would take  
21 organization and illustration and iterations and so  
22 on.

23 MR. JOHN MATHER: Do you recall if you  
24 or anyone on staff discussed what the time lines would  
25 be with WGD?

1 MR. DAVE MCNALT: No, I don't believe  
2 we did.

3 MR. JOHN MATHER: And at the risk of  
4 stating the obvious, I take it what you get at the end  
5 of an en -- energy modelling is an estimate or an  
6 indication of which of the two (2) structures would be  
7 more energy efficient.

8 MR. DAVE MCNALT: Correct.

9 MR. JOHN MATHER: In this paragraph,  
10 you mention that a published third-party comparison  
11 has already been performed, and you attach it to the  
12 email you sent to Mr. Houghton, so if we could open  
13 that up. It's TOC0201266.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: I don't think that's  
18 the correct doma -- document ID, but my colleague will  
19 find it, and I'll ask you additional questions while  
20 we pull that up.

21 MR. FREDERICK CHENOWETH: I have what  
22 I think is a number for that.

23 MR. JOHN MATHER: Yeah.

24 MR. FREDERICK CHENOWETH: Maybe this  
25 was the one you gave: TOC0226261.001.004. Is that

1 what you gave?

2 MR. JOHN MATHER: That's not what I  
3 gave, so.

4 MR. FREDERICK CHENOWETH: All right.  
5 It may be the one. I'll give that again, if you like.  
6 TOC0226261.0001.0004.

7 MR. JOHN MATHER: Is this the -- thank  
8 you for returning the favour. Is this the --

9 MR. FREDERICK CHENOWETH: It's about  
10 time. I'm late in doing so.

11

12 CONTINUED BY MR. JOHN MATHER:

13 MR. JOHN MATHER: Is this the report  
14 that you were referring to in the memorandum?

15 MR. DAVE MCNALT: Can you scroll  
16 down?

17 MR. JOHN MATHER: Certainly.

18

19 (BRIEF PAUSE)

20

21 MR. DAVE MCNALT: It looks like what  
22 I remember, yes.

23 MR. JOHN MATHER: We could -- let's  
24 start with this. Do you remember where you got a copy  
25 of this report?

1 MR. DAVE MCNALT: From Sprung. It  
2 was either posted on their website or they provided it  
3 at some point.

4 MR. JOHN MATHER: Do you remember if  
5 you had a copy of this report before August 27th,  
6 2012?

7 MR. DAVE MCNALT: I would expect so.  
8 I -- I don't remember specifically when I got it, but  
9 I expect I had it before that.

10 MR. JOHN MATHER: If you can scroll  
11 down to the -- the next page, please. So it's my  
12 understanding that -- and I'm using this as a  
13 reference -- that what this report did is compared  
14 energy usage at two (2) different worship facilities,  
15 one that was a Sprung structure and one that was a  
16 bricks-and-mortar structure. Is that correct?

17 MR. DAVE MCNALT: Yes.

18 MR. JOHN MATHER: And then if you  
19 scroll up. Keep scrolling up. It provides --  
20 underneath "Executive Summary," it provides some  
21 information about the two (2) structures. One is a  
22 concrete block, wood-framed, R-12 insulation, gypsum  
23 in the interior finish; and the Sprung structure is  
24 aluminum frame supported tension membrane with R-25  
25 fibreglass blanket insulation.

1                   When you're referencing this report as  
2 -- as a report that provides some insight on comparing  
3 energy uses -- uses, why did you think these buildings  
4 were comparable to the arena building that the Town  
5 was contemplating?

6                   MR. DAVE MCNALT:    I think that in the  
7 -- in the case of the membrane structure, you would  
8 get the same energy performance, depending on the  
9 specific configuration -- but you would get the same  
10 energy performance if it was a worship facility or an  
11 arena or a pool, although it might be in a different -  
12 - a different range because of different temperatures  
13 and so on, but the energy performance of the structure  
14 would be the same.

15                  MR. JOHN MATHER:    Would you expect the  
16 -- the ice plant in an arena to affect a building's  
17 energy performance, or how -- or whether or not this  
18 would be a viable comparator, given that large piece  
19 of infrastructure?

20                  MR. DAVE MCNALT:    You'd have the same  
21 ice plant in either arena, and so to me, this -- this  
22 component looked at the overall enclosure, not the  
23 overall facility, in terms of energy performance.

24                  MR. JOHN MATHER:    Do you know if  
25 Sprung or anyone had ever done any energy comparisons

1 or modellings with respect to any of their arenas?

2 MR. DAVE MCNALTY: Whether Sprung had?

3 MR. JOHN MATHER: Yeah, or anyone that  
4 you knew of had done that with a Sprung arena.

5 MR. DAVE MCNALTY: Only from this  
6 information that was provided by Sprung.

7 MR. JOHN MATHER: Do you know if  
8 anyone at Sprung or anyone at staff looked -- took  
9 this report and attempted to make any adjustments to -  
10 - to account for the fact that the traditional  
11 structure here had R-12 insulation -- any of the other  
12 components that might make a pool or arena unique?

13 MR. DAVE MCNALTY: No.

14 MR. JOHN MATHER: One (1) last area --  
15 brief area of questions. If we could go to paragraph  
16 925 of the Foundation Document.

17 Earlier we were discussing Mr. --  
18 discussing, Mr. McNalty, the decision to not include  
19 the Sprung Shield in the Sprung structures.

20 This is an email sent by Dave Barrow  
21 and it was sent after an individual in July 2013 cut a  
22 hole into the Sprung structure at the pool while it  
23 was under construction and drove a scissor lift into  
24 the pool.

25 Is that an event that you're familiar

1 with?

2 MR. DAVE MCNALTY: Yes.

3 MR. JOHN MATHER: In response to a  
4 question from Ron Martin about when and how the  
5 decision was made not to include the Sprung Shield,  
6 Mr. Barrow writes that:

7 "The topic was brought up to --  
8 brought up by us to Ed Houghton,  
9 Marjory Leonard, and Larry Irwin,  
10 and roughly seven (7) to eight (8)  
11 other City staff members as well as  
12 Sprung and ourselves that were at  
13 this meeting at City Hall way back  
14 before the building was being  
15 erected."

16 Feel free to take a second to read what  
17 else he writes. But my question for you is, you were  
18 describing a meeting earlier today in which this topic  
19 was discussed.

20 Does it appear to you that Mr. Barrow  
21 is describing the same meeting?

22 MR. DAVE MCNALTY: No, not -- this is  
23 not the meeting I was talking about previously.

24 MR. JOHN MATHER: The meeting that's  
25 discussed here, were you present for it?

1                   MR. DAVE MCNALTY:    I can't remember  
2 specifically but I may have been.

3                   MR. JOHN MATHER:    The meeting that you  
4 do recall where the Sprung Shield was discussed, do  
5 you remember who from staff was at that meeting?

6                   MR. DAVE MCNALTY:    Not specifically,  
7 but as I mentioned, that meeting was after the --  
8 after the contract had been signed, and I didn't  
9 understand at that point whether the Sprung Shield was  
10 included in the contract price or excluded. I under -  
11 - I -- reading the information, I understand that it  
12 was discussed earlier and prob -- and could have been  
13 on this date. I may have been present.

14                   I don't specifically recall it being  
15 discussed, but at any rate, by the time -- in the  
16 interim of time between July 22nd and when I raised  
17 the question after the contract was signed, it was not  
18 clear to me whether the Sprung Shield was included or  
19 excluded from the contract as it was signed.

20                   THE HONOURABLE FRANK MARROCCO:    So --  
21 so in any event, the decision -- the discussion around  
22 whether to forget about the shield and not construct  
23 it because it was too expensive, you weren't part of  
24 that discussion at all?

25                   MR. DAVE MCNALTY:    No.

1 THE HONOURABLE FRANK MARROCCO: And --  
2 and you really weren't told about that, because  
3 sometime later, under the impression that the shield  
4 was part of the project.

5 MR. DAVE MCNALT: Correct. I -- I  
6 may have been -- I may have been there when the -- the  
7 idea of whether it should be included or not was  
8 discussed and what the advantages would -- would be  
9 and what the risk would be if -- if it wasn't  
10 included, but at that point in time I did not know  
11 whether it was included or not.

12 THE HONOURABLE FRANK MARROCCO: Okay.

13 MR. JOHN MATHER: Thank you, Mr.  
14 McNalty. Those are my questions.

15 THE HONOURABLE FRANK MARROCCO: Well,  
16 ten o'clock on Monday.

17 Oh, just one (1) other thing. Mr.  
18 McNalty, don't discuss your evidence with anyone  
19 between now and Monday because it -- it can give rise  
20 to the impression that someone's trying to influence  
21 your testimony and it creates a bit of a furor in here  
22 if that happens. Okay?

23 MR. DAVE MCNALT: I understand.

24

25 (WITNESS RETIRES)

1 --- Upon adjourning at 4:34 p.m.

2

3

4 Certified Correct,

5

6

7 \_\_\_\_\_

8 Wendy Woodworth, Ms.

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<u>          \$          </u>	<b>1</b> 8:8	<b>10,000</b>	<b>12:05</b>	<u>          2          </u>
<b>\$1</b> 228:11	18:19	155:24	214:1	<b>2</b> 8:5 14:9
<b>\$1.1</b>	19:22	156:1	<b>12:25</b>	17:1
198:19,24	20:22	<b>10,268</b>	143:3	18:18
<b>\$1.15</b>	22:6	157:5,20	<b>1595</b> 4:3	19:3,22
107:4	24:12,20	<b>10,591,000</b>	<b>1596</b> 4:4	21:12,15,
<b>\$1.16</b>	28:16	171:12	<b>1597</b> 4:5	17 24:2
108:9	31:18,21	<b>10.592</b>	<b>1598</b> 4:6	27:11
218:8	44:23	201:5,18,	<b>1599</b> 4:7	29:3
<b>\$100,000</b>	62:3 74:7	25	<b>15th</b> 57:8	41:10
164:12	90:4	<b>10:19</b> 55:8	<b>16</b> 12:21	46:16
165:1	97:15,22	<b>10:32</b> 55:9	<b>1600</b> 4:8	56:25
191:6	105:19	<b>10:46</b>	<b>1601</b> 4:9	66:9
<b>\$12.3</b>	125:16,17	206:20	<b>1602</b> 4:10	72:20
220:10	130:18	<b>11</b> 215:16	<b>1603</b> 4:11	75:2,16
221:13	140:24	<b>11,741,000</b>	<b>1604</b> 4:12	76:2
225:18	141:20,21	171:15	<b>1605</b> 4:13	97:22
<b>\$200,000</b>	150:23	<b>11.1</b>	<b>1606</b> 4:14	104:9
198:13	159:3	214:11	<b>1607</b> 4:15	106:11
<b>\$435,000</b>	161:25	223:15	<b>1608</b> 4:16	116:14
194:12	169:22	224:5,14	<b>16th</b> 5:11	122:21
<b>\$450,000</b>	186:8	225:18	7:20 11:9	126:3
74:1	193:9	228:25	12:22	129:14
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