

Ottawa Light Rail Commission

John Traianopoulos
on Wednesday, May 11, 2022



77 King Street West, Suite 2020
Toronto, Ontario M5K 1A1

neesonsreporting.com | 416.413.7755

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

OTTAWA LIGHT RAIL COMMISSION
INFRASTRUCTURE ONTARIO - JOHN TRAIANOPOULOS
MAY 11, 2022

--- Held via Zoom Videoconferencing, with all
participants attending remotely, on the 11th day
of May, 2022, 2:01 p.m. to 4:53 p.m.

1 COMMISSION COUNSEL:

2

3 Kate McGrann, Co-Lead Counsel Member

4 Liz McLellan, Litigation Counsel Member

5

6

7

8 PARTICIPANTS:

9

10 John Traianopoulos, Infrastructure Ontario

11

12 Sarit Batner, Julie Parla and Morgan Watkins

13 McCarthy Tétrault LLP

14

15

16 ALSO PRESENT:

17

18 Judith Caputo, Stenographer/Transcriptionist

19 Chris Delic, Virtual Technician

20

21

22

23

24

25

1 INDEX OF EXHIBITS

2

3 NUMBER/DESCRIPTION PAGE NO.

4 (None).

5

6

7

8

9

10 * * The following is a list of documents undertaken
11 to be produced or other items to be followed up * *

12

13 INDEX OF UNDERTAKINGS

14

15 The documents to be produced are noted by U/T and
16 appear on the following pages: 104:17, 105:1

17

18

19

20

21

22

23

24

25

1 -- Upon commencing at 2:01 p.m.

2

3 JOHN TRAIANOPOULOS: AFFIRMED.

4 LIZ MCLELLAN: Good afternoon,

5 Mr. Traianopoulos. I am going to read you a quick

6 script and then we'll get into the substance of

7 your interview.

8 The purpose of today's interview is to

9 obtain your evidence under oath or solemn

10 declaration, for use at the Commission's Public

11 Hearings.

12 This will be a collaborative interview

13 such that my co-counsel, Ms. Kate McGrann, might

14 intervene to ask certain questions. If time

15 permits, your counsel may also ask follow-up

16 questions at the end of this interview.

17 This interview is being transcribed,

18 and the Commission intends to enter this transcript

19 into evidence at the Commission's Public Hearings,

20 either at the hearings or by way of procedural

21 order before the hearings commence.

22 The transcript will be posted to the

23 Commission's public website, along with any

24 corrections made to it after it is entered into

25 evidence.

1 The transcript, along with any
2 corrections later made to it, will be shared with
3 the Commission's participants and their counsel on
4 a confidential basis before being entered into
5 evidence.

6 You will be given the opportunity to
7 review your transcript and correct any typos or
8 other errors before the transcript is shared with
9 the participants or entered into evidence. Any
10 non-typographical corrections made will be appended
11 to the transcript.

12 Pursuant to Section 33 (6) of the
13 Public Inquiries Act, 2009: "A witness at an
14 inquiry shall be deemed to have objected to answer
15 any question asked him or her upon the ground that
16 his or her answer may tend to incriminate the
17 witness or may tend to establish his or her
18 liability to civil proceedings at the instance of
19 the Crown or of any person, and no answer given by
20 the witness at an inquiry shall be used or be
21 receivable in evidence against him or her in any
22 trial or other proceedings against him or her
23 thereafter taking place, other than a prosecution
24 for perjury in giving such evidence."

25 As required by Section 33 (7) of that

1 Act, you are hereby advised that you have the right
2 to object to answer any questions under section 5
3 of the Canada Evidence Act.

4 And I realize that I forgot to
5 introduce myself, as well as Ms. McGrann.

6 My name is Liz McLellan. I am
7 Commission Counsel, and Ms. McGrann is the Co-Lead
8 Counsel on the Commission.

9 JOHN TRAIANOPOULOS: Thank you.

10 LIZ MCLELLAN: To confirm, you have
11 been affirmed today?

12 JOHN TRAIANOPOULOS: Yeah.

13 LIZ MCLELLAN: Okay. So can you just
14 walk us through your experience, including your
15 prior experience on LRT projects?

16 JOHN TRAIANOPOULOS: Okay. So, my
17 first LRT would have been the Ottawa LRT, in terms
18 of a full project scope.

19 Prior to that, I did work on the Union
20 Station to the airport. It's called the UP
21 Express, which is in Toronto, as you may have heard
22 of. That was a more simple project, a design-build-finance.
23 So that was a rail project which does predate the
24 Ottawa LRT.

25 After Ottawa LRT, I've worked on the

1 Finch LRT, the Hurontario LRT in Mississauga, the
2 Eglinton Crosstown LRT in Toronto.

3 And they're not LRTs, but I've worked
4 on most, if not all, of the IO Metrolinx transit
5 projects in some capacity, either indirectly as a
6 project lead or in my current role as an SVP of a
7 group that supports all the projects.

8 LIZ MCLELLAN: And so what was the
9 capacity of your role on the Ottawa LRT? What was
10 your title and what was the main area for the base
11 of your role?

12 JOHN TRAIANOPOULOS: So I was a manager
13 in what was called the "Project Finance Group."
14 It's now relabelled "Transaction Finance," but it's
15 essentially the same group.

16 And in that capacity, we support a
17 project team, which is typically led at IO by
18 project delivery. So we're part of the project
19 team. And my role was specifically making sure in
20 helping advise the City on all of the project
21 financing and some of the commercial implications
22 of the deal itself.

23 And this would have been informed by a
24 bit of experience doing it at IO at the time for --
25 starting in 2007, so about four years. So I was a

1 manager by then, and a manager on a file is sort of
2 seen as the project lead for that discipline. So I
3 wasn't the overall project lead, but I was, within
4 IO, the project representative or lead on the
5 project financing elements.

6 I don't know if you want me to go
7 deeper.

8 LIZ MCLELLAN: No. We'll drill into
9 some of the areas that you've mentioned, but that's
10 a great overview.

11 JOHN TRAIANOPOULOS: Okay.

12 LIZ MCLELLAN: Do you have anything
13 else to add though?

14 JOHN TRAIANOPOULOS: No. The only main
15 point I will add that I believe is relevant is, in
16 that role, I also had a relationship with some of
17 the advisors. So Deloitte, for example, was -- we
18 call them transaction advisor, but the project
19 finance team historically at IO always managed that
20 relationship, whether we hired them or not. So it
21 was another important part of the role was to make
22 sure Deloitte was busy and working hard on it.

23 LIZ MCLELLAN: So, generally, on IO's
24 involvement, how and when did IO get involved in
25 the LRT project?

1 JOHN TRAIANOPOULOS: The "when" is a
2 bit fuzzy; I will have to confirm back a date. I
3 recall the early days, maybe in and around 2009 or
4 so, there was some early meetings around a
5 potential role for IO and then asked to go -- I
6 recall going to the City to present a bit of an
7 education session on how P3s work, what IO might
8 do, in terms of a service offering. So I was part
9 of that; I do recall that meeting. This was a long
10 time ago so I'll do my best.

11 So that was sort of the start of the
12 formulation of a potential role. And we looked at
13 it very similar to any IO project where you have a
14 central procurement group on behalf of the Province
15 for Ontario projects that can help structure
16 projects, help run procurements in an efficient
17 way. So we very much saw it, you know, it's a
18 big -- while it's a City project, it's still a big
19 project in Ontario. So it made some sense to us to
20 advise if that worked for the City.

21 So I was part of that initial kind of
22 brainstorm about what IO could do, and just having
23 been with IO for a couple of years, I was tasked
24 with educating some of the City staff on how P3s
25 work.

1 LIZ MCLELLAN: Okay, go ahead, sorry.

2 JOHN TRAIANOPOULOS: So that was the
3 early part of it. And then, as you know, we've
4 eventually formulated a procurement advisory role.

5 LIZ MCLELLAN: And so were you involved
6 from the get-go then?

7 JOHN TRAIANOPOULOS: I would say so.
8 There may have been conversations before my
9 involvement. I wouldn't necessarily know. Maybe
10 perhaps at higher levels, but I don't know. But
11 I've been with IO for a while, so I would have been
12 one of the early ones to participate. And I do
13 recall some pretty early meetings before any
14 procurement was launched. So I was there, yeah.

15 LIZ MCLELLAN: And how did IO become
16 involved? Did the City reach out to IO, or was
17 there a requirement by the Province in terms of
18 their funding contributions that the project be
19 handled as a P3 and overseen by IO in that respect?

20 JOHN TRAIANOPOULOS: I don't know how
21 that happened. We were asked -- the only thing I
22 do recall is we were asked by our CEO at the time,
23 which was David Livingston, to prepare materials
24 for -- and to go to Ottawa to prepare materials and
25 go to Ottawa for a presentation on what we do and

1 what we could offer. That's my first memory of the
2 project. There may have been conversations before
3 that; I wouldn't know.

4 LIZ MCLELLAN: Do you know generally if
5 there is a requirement, if the Province has
6 committed to funding on a project and if it's
7 appropriate that it be a P3, is there a requirement
8 by the Province that the project be run by IO or as
9 a P3?

10 JOHN TRAIANOPOULOS: I don't believe
11 there is a firm requirement. It certainly wasn't
12 explained to us in that way that, you know, with
13 the funding comes IO, at least not to me. I don't --
14 I can't recall any specific link between the two.
15 There may have been conversations, again, around
16 that, but, again, I'm not aware of anything like
17 that.

18 LIZ MCLELLAN: Were you involved with
19 the Province's P3 screening process?

20 JOHN TRAIANOPOULOS: On this project or
21 generally?

22 LIZ MCLELLAN: This project.

23 JOHN TRAIANOPOULOS: No. I don't
24 believe so. I'm hesitating a little bit because
25 there is work on what we call a value-for-money

1 assessment which gets into whether or not you
2 should do a P3 or not. But I don't think it's
3 formally part of the P3 screen that would have been
4 done at the time by Ministry of Infrastructure. So
5 I'm a bit hesitant on exactly what P3 screen means.

6 LIZ MCLELLAN: Were you involved in a
7 value-for-money assessment on the LRT project?

8 JOHN TRAIANOPOULOS: Yes. I was
9 involved in reviewing some initial value-for-money
10 work that was done by Deloitte and commenting on
11 it, just from having done it so many times, and
12 giving our views early on whether or not we thought
13 there were any holes in it or other things to
14 consider.

15 If I also recall, we did -- I can't
16 remember exactly when, but we've openly shared our
17 value-for-money methodology and some of the
18 materials with Deloitte, just as an advisor and as
19 a partner. So we're in regular conversations
20 around how to do value for money and how to frame
21 it.

22 I also believe that, at some point,
23 some of our underlying risk matrices and numbers
24 that in the DBFM were used in some calculation of
25 value for money.

1 LIZ MCLELLAN: When did the
2 value-for-money assessment take place?

3 JOHN TRAIANOPOULOS: I don't recall the
4 date. I'd have to go back and check. I don't
5 recall. I do recall one would have been done
6 before IO got involved, and I remember having to
7 review it and look at it. I can't recall if we did
8 an update or a refresh. But it would have been
9 very early on in the project. And I don't think it
10 was done after, like, after financial close or post
11 award. It was very much a preliminary exercise to
12 determine if the model made sense or not with the
13 City.

14 LIZ MCLELLAN: Who conducted the
15 value-for-money assessment that you reviewed?

16 JOHN TRAIANOPOULOS: Deloitte.

17 LIZ MCLELLAN: Okay. And do you recall
18 any of the conclusions from that report?

19 JOHN TRAIANOPOULOS: Not offhand. Not
20 offhand. I recall that DBFM at some point was a
21 favourable conclusion and positive value for money
22 was generated, hence the DBFM.

23 I just can't recall what the very, very
24 initial report said. Because they were still
25 debating back then between different models and

1 different solutions. We initially thought that the
2 City didn't want or have a preference for a P3,
3 which is fine.

4 So I can't recall if the early reports
5 pared down or weeded out some models or not. But,
6 at some point, it is likely that a positive DBFM
7 was generated.

8 LIZ MCLELLAN: What gave you the
9 impression that the City did not have a preference
10 to go to P3?

11 JOHN TRAIANOPOULOS: If I recall, there
12 was always -- and this is going back to the very
13 early days, so it may be a bit foggy here as well.
14 It was pretty clear upfront that the City had an
15 affordability challenge, like, they had a budget
16 and a cap. So adding financing adds cost to that
17 issue. If you have a hard number, it just solves
18 you, and a private financing is more expensive than
19 what the Province or City can borrow at.

20 So it was our initial impression that
21 maybe they don't want to use that model for good
22 affordability reasons. I'm not exactly sure what
23 changed that recommendation or their minds. That
24 was the initial thought. Because if I recall, they
25 looked at things, even design-build-maintenance,

1 where you could have design and a build component
2 and a maintenance component without the use of
3 third party financing.

4 IO doesn't typically do that model, but
5 it's possible. You know, there were sort of,
6 within the project team, maybe a feeling that they
7 weren't up for that due to affordability reasons.
8 But it was just -- we were just sort of guessing,
9 speculating why it might be. And I don't know
10 exactly how it all changed or changed what was in
11 their mind or any of that. But, in the end, it was
12 a DBFM, and I'm fairly certain it was a positive
13 DBFM case for doing that.

14 LIZ MCLELLAN: Who communicated to you
15 that there was an affordability issue? Or how was
16 that communicated?

17 JOHN TRAIANOPOULOS: Prior to the
18 procurement, I don't recall. It may have been --
19 sorry, I don't recall. I don't recall.

20 In the procurement, affordability was
21 talked about a lot and that became more clear, but
22 there was -- I'm sure no surprise there, there was
23 affordability challenges with the project
24 throughout. But prior to the procurement, I don't
25 remember where, maybe we got that sense.

1 LIZ MCLELLAN: Okay. And then taking a
2 step back, can you just generally describe IO's
3 role on the project with a view to the fact that IO
4 acts as an agent to the Crown?

5 JOHN TRAIANOPOULOS: This is my view of
6 our role and what I understood my role to be. We
7 were there to provide commercial procurement
8 structuring advice to the City. I didn't view it
9 personally as much different in my capacity,
10 whether I'm advising, you know, Metrolinx or a
11 provincial client or our own -- or projects that we
12 signed agreement for. So it didn't feel much
13 different to me.

14 We had a sort of professional
15 responsibility to get the best Project Agreement
16 and the best deal terms we could get. And, for me,
17 get it financed. We always say make it biddable
18 and bankable, right? And provide value for money.

19 So I didn't view it as any different.
20 I wouldn't -- when you say, in terms of an agent of
21 the Crown, like, what do you mean by that?

22 SARIT BATNER: I was actually just
23 going to let this play out a little bit. But, in
24 this project, IO was not acting in that capacity,
25 right?

1 LIZ MCLELLAN: Okay. Okay.

2 Can you just speak generally to IO's --
3 like, what does that mean in terms of IO acting as
4 agent of the Crown?

5 SARIT BATNER: So, in this project, IO
6 was brought in as an advisor to the City; that is
7 the capacity that they acted in.

8 So I don't know that this witness is
9 qualified to talk about what it means to be an
10 agent of the Crown. But either which way, in this
11 project, they were brought in as an advisor to the
12 City. And I see -- I don't know if Kate wants to
13 weigh in on that.

14 KATE MCGRANN: I thought maybe I could
15 jump in with a quick follow-up question here.

16 So I think that you've answered this to
17 a certain extent, but just to follow up, what
18 changes, if any, were there to your role by virtue
19 of IO's position and role on the Ottawa project as
20 compared to other projects that you've had
21 experience on?

22 JOHN TRAIANOPOULOS: I see. Okay. Not
23 a whole lot was different. So, typically, or if
24 we're an agent of the Crown or if it's an IO-led
25 project, there would be some maybe minor changes to

1 my role within the governance structure.

2 So, for example, if it was, you know,
3 an IO-led project or a provincial project, the
4 finance representative from IO would likely be the
5 financial evaluation lead, because that's just our
6 practice and that makes sense.

7 So here, in terms of overall
8 governance, it was clear and we were obviously okay
9 with it, that the City finance staff would be the
10 evaluation lead. And the lead doesn't mean a whole
11 lot, other than a bit of a title and some
12 responsibilities with coordinating evaluators. So
13 there are minor things like that within the role.

14 But, like, on the legal side, I'll let
15 someone more qualified to answer. But, obviously,
16 we didn't sign this Project Agreement. If we're
17 agent for the Crown, we have authority to sign in
18 certain respects, so that's different.

19 But day-to-day in my role as a
20 professional project finance part of the team,
21 like, it didn't feel, you know, that different in
22 any real way. I think the City did a good job of
23 making us feel part of the team, and I certainly
24 felt pretty empowered to give advice and be trusted
25 where needed.

1 KATE MCGRANN: With respect to the work
2 done by yourself and the other advisors, first of
3 all, you mentioned Deloitte. Were there any other
4 advisors to the City that you interacted with?

5 JOHN TRAIANOPOULOS: Yeah, we retained
6 one, Bank of Montreal, BMO Capital Markets. And we
7 worked together as a team. So the project finance
8 team was City finance, my team, myself, and
9 Deloitte and BMO kind of formed the four pillars of
10 the team.

11 KATE MCGRANN: Any other advisors to
12 the City that you interacted with or worked with on
13 the project?

14 JOHN TRAIANOPOULOS: I interacted with
15 the entirety of the project team. So the technical
16 advisor, I'm afraid -- I forget her [sic] name, I
17 apologize. But we were part of many project
18 meetings with many advisors. But, for me, it was
19 mostly BMO, Deloitte. But we would have worked
20 with and interacted with the Fairness Commissioner,
21 fairness advisors, the legal advisor for sure,
22 which was BLG, if I recall, and the technical
23 advisor, where it made sense.

24 KATE MCGRANN: Would that be Capital
25 Transit Partners or CTP?

1 JOHN TRAIANOPOULOS: Right, yeah. They
2 were a consortium with a few advisors, yeah, CTP.

3 KATE MCGRANN: In terms of your
4 interactions with the finance team and the advisors
5 more generally, any difference in your work by
6 virtue of IO's role in this project as compared to
7 normal?

8 JOHN TRAIANOPOULOS: The only -- the
9 main difference is we didn't retain the financial
10 transaction advisor, being Deloitte. So we work
11 with them all the time on many projects.
12 Typically, contractually, our group, my team, would
13 procure that contract and sign off on that one.

14 So that was the one kind of contractual
15 difference, but again, day-to-day, a lot of
16 familiar faces within these teams so we just worked
17 together as if it was a regular IO project. It
18 didn't really feel different.

19 KATE McGRANN: Would it be fair to say
20 that, on this project, IO is one of several
21 advisors to the City, whereas on other projects, IO
22 may be receiving advice but ultimately IO is making
23 the determination about the next step forward?

24 JOHN TRAIANOPOULOS: I think that's a
25 fair summary in some ways. I think, for the

1 project finance group, to be a bit more candid
2 about it, is I think, you know, we were -- Ottawa
3 didn't have a project finance team, so I think they
4 saw us as much as an advisor, but day-to-day they
5 really trusted us and Deloitte and BMO to work
6 together to come up with solutions. So maybe by
7 exception, I think we were pretty much seen in our
8 typical role. But yes, we were one of many
9 advisors. But we had a lot of, I'd say on some
10 aspects, a lot of say and influence because we're
11 specialists in kind of procurement and project
12 finance and other areas so...

13 KATE MCGRANN: Any challenges, disputes
14 or disagreements as between IO's advice on this
15 project and those of other advisors or the City's
16 desire to head in a certain direction?

17 JOHN TRAIANOPOULOS: Do you mean on the
18 project financing elements, or anything at all?

19 KATE MCGRANN: Starting with the
20 project finance, and then I'll ask you to follow up
21 if there are any other areas that you're aware of.

22 JOHN TRAIANOPOULOS: Nothing material
23 really comes to mind. I'd have to go back and see
24 if there's any minor disagreements. Over a few
25 years of a procurement, there's probably something.

1 But nothing that really stands out.

2 The one that's more generic is there
3 were some debates around what to do about
4 geotechnical risk and what makes sense
5 commercially. So the project finance team, mostly
6 through advice from BMO, was more of the view that
7 this risk is too hard to transfer, it's not really
8 marketed right now, you know, tunnel projects have
9 been hard in the U.S. So that was one where there
10 was a difference of opinion between at least BMO
11 and what the City wanted. But that was okay.
12 Like, there was discussions around that, and in a
13 project team, there's bound to be commercial
14 debates and discussions about what to do.

15 So that was one that came to mind as
16 something that we independently went out and got
17 advice for and tried to form a recommendation to
18 the City based on how the lenders would view it and
19 some of the financiers. But I can't think of
20 anything else, right now, contentious or material,
21 in terms of major disagreements or disagreements.

22 KATE MCGRANN: I anticipate that
23 Ms. McLellan will have some questions for you about
24 the geotechnical risk transfer, so we'll get there
25 when we get there.

1 Thanks very much. That's it for me for
2 now.

3 JOHN TRAIANOPOULOS: Okay.

4 LIZ MCLELLAN: So were you involved
5 with negotiating the MOU with the City that's
6 entered into in 2011?

7 JOHN TRAIANOPOULOS: I don't believe
8 so. I don't recall being involved in the
9 MOU negotiation. What I will say is what's typical
10 is, if we're doing any MOU, I would be asked for
11 input on what my role should say or could be. So
12 it's possible that I would have given commentary to
13 our project team on that, but I don't recall having
14 a real active main role in negotiating an MOU.

15 LIZ MCLELLAN: Do you recall having any
16 discussions with your team about the MOU or certain
17 terms within the MOU, if you didn't provide
18 feedback on what your role should be, any other
19 discussions?

20 JOHN TRAIANOPOULOS: I don't recall.

21 LIZ MCLELLAN: Okay. Is the entering
22 into an MOU standard on these types of projects for
23 IO?

24 JOHN TRAIANOPOULOS: Yes, I believe so,
25 yes.

1 LIZ MCLELLAN: Have you reviewed the
2 MOU?

3 JOHN TRAIANOPOULOS: I don't recall. I
4 might have.

5 LIZ MCLELLAN: I was going to ask if
6 the terms are typical of what you've seen, but it
7 seems that you have not looked at the MOU.

8 JOHN TRAIANOPOULOS: If I did, it would
9 have been over a decade ago and I wouldn't be able
10 to know what's in there right now.

11 LIZ MCLELLAN: So the MOU did
12 contemplate IO's ongoing role in the project
13 following procurement through to the maintenance
14 aspect. Are you familiar with that?

15 JOHN TRAIANOPOULOS: Yes. That was --
16 yeah.

17 LIZ MCLELLAN: What were the
18 circumstances around that plan?

19 JOHN TRAIANOPOULOS: Going through
20 construction or into maintenance, or both?

21 LIZ MCLELLAN: Carrying on into
22 maintenance later.

23 JOHN TRAIANOPOULOS: Sorry, I'm not
24 aware of any maintenance role. I'm aware of
25 contemplation of a construction oversight,

1 management role. But I wasn't aware that there was
2 a maintenance role contemplated.

3 LIZ MCLELLAN: Okay. And then, in
4 terms of the construction oversight role, what were
5 you aware of on that?

6 JOHN TRAIANOPOULOS: I was aware that
7 our project delivery team would keep one or two
8 people staffed on the project to help oversee its
9 construction, to deal with any major issues, to
10 attend any major works committee meetings,
11 etcetera.

12 My role would have been very ad hoc.
13 We tend to have the benefit of, after financial
14 close, not necessarily always being involved unless
15 there's, you know, a major issue. And our delivery
16 team would reach out to me if they needed advice or
17 help with any sort of major issue, especially if it
18 involved lenders or equity because we're kind of
19 the other side of the table of the lenders.

20 LIZ MCLELLAN: Right. And then were
21 the two IO representatives that were to stay on
22 during the construction phase, did they actually
23 stay on during the construction phase?

24 JOHN TRAIANOPOULOS: The only one I
25 recall being on construction was Meghan O'Donnell,

1 now Mulligan. I think she was on the file. And
2 Kitty Chan -- I could have this wrong but I recall
3 Kitty Chan being involved somewhat in Ottawa.

4 LIZ MCLELLAN: And did they ever reach
5 out to you and consult with you on any of the
6 issues or experiences they had during that time?

7 JOHN TRAIANOPOULOS: I recall one.
8 There may be others. I recall when there was a
9 sinkhole issue on the project, there was some
10 conversations around how the Project Agreement
11 works, if it is going to be compensated, how does
12 the payment work. So there was some general
13 questions about that, and how do the lenders get
14 paid, if at all. So I do recall being involved in
15 some e-mail communication back and forth on that.

16 Sorry, one other one came to mind just
17 as I thought of it. I was also -- this was after
18 financial close, so technically the construction,
19 the City asked us to help educate them on how the
20 maintenance term will work eventually. So, once
21 they get past substantial completion, there's a
22 whole, as you know, 30-year contract.

23 We were asked to present to the City
24 just some lessons learned on implementing the
25 Project Agreement during that term, so I was one

1 of, I think, two or three presenters that went to
2 the City to do a bit of an education session on the
3 maintenance term, and specifically for me, how some
4 of the lending works and the payment mechanism and
5 things like that.

6 LIZ MCLELLAN: So what were some of the
7 key recommendations within that presentation?

8 JOHN TRAIANOPOULOS: I don't recall the
9 recommendations. Some of the lessons learned that
10 are common in that I recall were to -- you know,
11 some obvious ones, build good relationships with
12 Project Co, learn how to sort of deal with the
13 unexpected, but I don't recall the recommendations
14 in there.

15 I do recall it was a bit more of -- at
16 least from what I presented -- a bit more of a
17 101 level education session on it. Because some of
18 the staff that were in the procurement were not the
19 same staff that were going to be working on the
20 eventual implementation. So, for example, my
21 counterpart in City finance doesn't work on the
22 maintenance.

23 LIZ MCLELLAN: Right.

24 JOHN TRAIANOPOULOS: So there was --
25 there's a different audience to educate. So it was

1 more about getting them up to speed on what the
2 contract says and what it means and how to enforce
3 it.

4 LIZ MCLELLAN: And then are you aware
5 of an amending agreement that was entered into in
6 2013 between IO and the City?

7 JOHN TRAIANOPOULOS: No.

8 LIZ MCLELLAN: Okay. And then just
9 your view at the outset, if you can recall, did you
10 feel that the City had the resources and expertise
11 it needed to oversee the project?

12 JOHN TRAIANOPOULOS: I wouldn't be able
13 to form an intelligent view on that.

14 LIZ MCLELLAN: Based on comparative
15 projects, even though there wasn't at the time in
16 terms of light rail projects, but just based on
17 what you had seen.

18 JOHN TRAIANOPOULOS: I would say, on
19 the project financing side, they didn't, which is
20 largely why I think they hired Deloitte and us to
21 supplement that lack of expertise.

22 On the technical side, CTP was a big
23 team and a lot of advisors. The City staff
24 themselves were a little bit thin, but that is
25 fairly typical, actually, in some of these projects

1 because a lot of these municipalities don't always
2 do mega-projects, right? So it wouldn't make sense
3 to build necessarily a very, very large team
4 internally when you're only doing a
5 once-in-a-generation project.

6 But, yeah, I didn't feel like -- I have
7 no reason to say that they were understaffed or it
8 didn't feel like, you know, people weren't
9 prepared. I actually found some of the City staff
10 very competent and very, you know, commercially
11 reasonable and pretty easy to work with. Like, I
12 actually had a pretty positive experience with the
13 people I worked with there.

14 LIZ MCLELLAN: And who did you work
15 with?

16 JOHN TRAIANOPOULOS: So, my main
17 counterpart was Mona Monkman. She's retired now
18 but she was the City Deputy Treasurer. She was
19 kind of our go-to.

20 And then, within the City, there was
21 the higher level, the City Manager; there was John
22 Jensen was there as one of the more senior leads;
23 Gerry Chaput [sic], I think was his name, something
24 like that, he was one of the technical aids. So
25 those were the main ones I recall, and then a host

1 of advisors.

2 LIZ MCLELLAN: And so switching to the
3 selection of the model, were you involved in
4 advising the City on which model to go with,
5 including in the end choosing the
6 design-build-finance-maintain model?

7 JOHN TRAIANOPOULOS: I don't recall
8 having a direct line into that. I would say the
9 role was more to review some of the value-for-money
10 work that was done and comment on it.

11 I do recall IO did have -- state a
12 preference to the City to use a DBFM, for good
13 reasons. I'm just not -- I'm a bit lost if it was
14 a formal recommendation or if it was just something
15 that sort of evolved over time. But yes, like, IO
16 uses DBFMs for very good reasons many times, so
17 that was definitely, you know, a supported
18 recommendation from us. And I would have helped
19 assist in some of that logic and rationale as to
20 why.

21 LIZ MCLELLAN: And what would some of
22 those very good reasons be?

23 JOHN TRAIANOPOULOS: Well, the main
24 ones are, from our perspective, it always comes
25 down to risk transfer and price certainty. So, if

1 the objective is to get price certainty and risk
2 transfer, the P3s tended to have a good track
3 record of achieving those objectives.

4 The lender oversight was something that
5 we always valued. It's the comfort of having a
6 third party financier reviewing, putting their
7 money at risk, first and foremost. If there are
8 issues, it's comforting as sort of -- as the
9 taxpayer's point of view that it's someone else has
10 skin in the game, a financial interest in it.

11 So, and also the due diligence they
12 bring. So there's a whole process, advisory
13 processes, etcetera, that diligence the project to
14 make sure that it's viable, there's enough budget
15 in it, etcetera.

16 So, like, we rely heavily on that
17 model. Most of our projects are classic P3s. Some
18 are changing now. But those same reasons applied
19 in the City's context, like, it was a very big,
20 complex project. At the time the P3 market was
21 pretty established, lenders were interested, rates
22 were reasonable; it seemed to fit the right
23 criteria. So I wouldn't see any reason why we
24 wouldn't recommend what worked for us. And we sort
25 of followed that same logic into the City's

1 project.

2 LIZ MCLELLAN: So, other than the size
3 and complexity of the project, were there any other
4 reasons that you felt a DBFM was appropriate for
5 the LRT project for the City's purposes?

6 JOHN TRAIANOPOULOS: Well, the City
7 wanted, and all the -- benefitted from having that
8 integration of the design and the maintenance as
9 well. So you have a design team working with the
10 build team, working with the maintenance team, to
11 optimize a system for the longer term, and that's
12 another big benefit of -- whether it's financed or
13 not, just wrapping in the maintenance, you have
14 that 30-year perspective. So, things like energy,
15 efficiency, cost matter, right? So you can make
16 design decisions that would impact, you know,
17 either lower cost maintenance down the road or
18 energy savings, etcetera. So it's all factored
19 into that whole life costing, which was another
20 kind of big benefit of a way to look at it.

21 Like, this is whole life costing,
22 you're maybe even willing to trade off -- you know,
23 it's like if you're buying an electric vehicle now,
24 you'll pay more upfront and you'll deal with that,
25 but you'll get years of maintenance and energy

1 savings.

2 It's the same sort of logic in the
3 DBFM. You don't exactly care about the buckets of
4 cost, you care about the whole life cost more than
5 anything.

6 LIZ MCLELLAN: And so I assume that we
7 know the answer to this question, but did you
8 advise on the quantum of financing for the model?

9 JOHN TRAIANOPOULOS: Yes. Yes, with
10 the caveat that we knew the City had an
11 affordability ceiling and a constraint. So, under
12 a constraint of affordability, you can only finance
13 so much before it gets too expensive. So I'd say,
14 yes, we did recommend different financing options
15 with that constraint in mind.

16 LIZ MCLELLAN: Was there an initial
17 financing amount that Deloitte and IO suggested to
18 the City?

19 JOHN TRAIANOPOULOS: I don't recall.
20 Long-term, I recall it landed at 300 million. It
21 may have been between 300 and 400; I don't recall
22 the number.

23 LIZ MCLELLAN: Was 300, was that what
24 Deloitte and IO came up with, or was that through
25 discussions with the City? How is that number

1 arrived at?

2 JOHN TRAIANOPOULOS: It would have been
3 largely us and Deloitte coming up with that sort of
4 joint recommendation. The sizing of how much to
5 keep in long-term is a function of how much can you
6 afford, but also a function of how much do we think
7 is enough skin in the game or capital at risk to
8 deal with the risk transfer.

9 IO, on our transit deals, typically
10 targets -- targeted 15 percent of capital costs.
11 So, Eglinton Crosstown is at 15 percent, for
12 example. Some of our highways are at 15 percent.
13 So it's less than our social projects, which is
14 more. And the main reason is these are very, very
15 large projects, so you have a big capital cost
16 number. Even 15 percent is a lot to finance.

17 You know, ideally, you would want to
18 finance as much as you can afford or as much as you
19 can bear, but you have to do that tradeoff between
20 how much is enough to drive that incentive.

21 Our view at IO is \$300 million or
22 15 percent is still a lot of money. And no one is
23 going to walk away from that and leave it, even at
24 \$300 million, because that's a big loss for
25 lenders, for example, to take.

1 So the behaviour isn't necessarily
2 shaped entirely by the size of that cheque. The
3 behaviour is shaped by being enough to matter and
4 to sting. And the conclusion was, you know, that
5 order of magnitude, 15 percent or 300 million,
6 would be enough.

7 LIZ MCLELLAN: And then so you kind of
8 already answered this in your response, but did IO,
9 from what you recall, advocate for a higher
10 financing component than what was ultimately
11 selected?

12 JOHN TRAIANOPOULOS: I recall a 400
13 million number at some point came up in some of the
14 material I was also just reading earlier. I recall
15 that number. But I don't recall if we ever
16 recommended to go higher than that. I think we
17 said 300 to 400 is kind of that sweet spot.

18 LIZ MCLELLAN: Was 300 to 400 the ideal
19 amount, or was that a number that was proposed in
20 mind with a view to the City's affordability
21 limitations?

22 JOHN TRAIANOPOULOS: Both. Both.
23 Like, we -- whether it was a -- even if they had a
24 bigger affordability cap, we would not, on a
25 transit deal, typically recommend much more than

1 that anyways.

2 So, for example, when we structured the
3 Eglinton Crosstown, we structured it at 15 percent
4 and we didn't -- there's always an affordability
5 cap, but that was just our recommendation for that
6 despite what the capital cost affordability cap
7 might be.

8 So, we were mindful of the
9 affordability cap and we were definitely
10 constrained by it, so we couldn't do too much. But
11 the 15 percent order of magnitude range -- it's not
12 exactly 15 percent but it's close -- was in line
13 with transit and civil precedent at the time. So
14 it was the normal range of values.

15 LIZ MCLELLAN: So, if affordability
16 weren't an issue, what would a higher financing
17 component have accomplished on the project?

18 JOHN TRAIANOPOULOS: I'll try to answer
19 this a bit technically, and you can follow up.

20 So, the more financing you put in
21 long-term, so the more financing that survives
22 after substantial completion -- we call it "skin in
23 the game" -- but it just means there's a bigger
24 cash cushion in the project to deal with issues in
25 the maintenance term. So if there's, for example,

1 a default of Project Co, that pool of money is
2 available to the contracting authority, in the case
3 of the City of Ottawa, to rectify issues.

4 So the way it works is, just assuming
5 for a second the lenders don't want to step in,
6 they just want to walk away and, you know, move on
7 with life, that pool of money would then be
8 available to the City to deal with future overrun
9 costs.

10 So if, let's just say in year two of
11 the maintenance term, Project Co defaulted, for
12 whatever reason, the City would then be able to
13 forecast the remaining 28 years of costs in the
14 project, which would typically be higher because
15 you're in default, you have to find a new
16 maintenance provider; you're going to likely get
17 charged a premium. And to rectify any deficiencies
18 in construction that may still be lingering, the
19 City would be able to take that money and use that
20 as a source of funds and pay for the overruns. So
21 you effectively go through what we call
22 compensation on termination calculation.

23 So, the bigger the debt and equity
24 cheque, just the bigger security you have to deal
25 with future cost overruns in a default. So it's

1 that comfort of how much is enough? You know,
2 these are non-recourse project financing projects.
3 How much is enough in those sort of doomsday
4 scenarios where you're looking to replace Project
5 Co.?

6 Prior to default, it doesn't matter
7 because it's running fine and Project Co is not in
8 default and lenders are being paid back. So it's
9 really that default trigger that's used as that
10 security package.

11 LIZ MCLELLAN: So, really, it would
12 result in the City having additional funds and then
13 therefore less pressure being put on the Project Co
14 financially, in the event of a delay or any issue
15 that may arise?

16 JOHN TRAIANOPOULOS: Not so much in
17 delay, because delay risk is passed down to the
18 contractors, and if they're late, they have to pay
19 damages, liquidated damages, interest, delayed
20 interest to the lenders.

21 It's more in default where, you know,
22 that pool of money is borrowed and not there. So,
23 if there's a \$2 billion project like this one and
24 you borrow -- let's just use the numbers -- you
25 borrow \$300 million against Project Co, so you've

1 paid 1.7 billion by substantial completion. This
2 is a simple example. You haven't paid for the
3 whole system yet, you've deferred the payment. So
4 you've mortgaged it, basically. And that's nice to
5 have, right? Because the worst thing that can
6 happen is you fully pay for something, Project Co
7 is long gone -- and this is what can happen on a
8 design-build or even design-build-finance -- and
9 then something catastrophic happens to the system,
10 you're having to sue for damages and all that.

11 The nice thing about the model is that
12 it's cash that's been held back. It's liquid
13 because you hold it, right? So it's kind of the
14 ultimate form of security. So, the bigger the pot
15 of money, the less risk, in a way, the City is
16 taking on those default events in terms of having
17 to deal with the rectification costs of those.

18 LIZ MCLELLAN: What were the liquidated
19 damages that you just referenced that, was it RTG
20 had to pay?

21 JOHN TRAIANOPOULOS: Yeah. So, when I
22 say "liquidated damages," I mean from the
23 perspective of RTG's damages to their lenders. So
24 whenever a project is late in a P3, the lenders
25 will still need to be paid their interest, and like

1 any lender. So those would be damages, liquidated
2 damages, that Project Co will typically pass down
3 to the design-build contractor to pay back Project
4 Co, to then pay the lenders delay interest.

5 So, because the short-term lenders were
6 supposed to be out, or taken out at substantial
7 completion, they're still there and there's still
8 interest charges on their loan, those will become
9 payable by Project Co, who then typically again
10 passes that risk down to the contractors.

11 And then the long-term lenders would
12 have been expecting payments, repayments to their
13 bonds. There isn't a monthly payment from the City
14 until there's completion. So there's no source of
15 funds to pay for that, so they would also hit the
16 contractor with damages to pay for that.

17 LIZ MCLELLAN: Are you aware of what
18 the quantum of damages that were being paid was?

19 JOHN TRAIANOPOULOS: I'm not aware.
20 It's not hard to find. We'd be able to sort that
21 out through the financial model. But I don't have
22 that off the top of my head, no.

23 LIZ MCLELLAN: Okay. So how was the IO
24 team built that worked on this project?

25 JOHN TRAIANOPOULOS: So, the IO team,

1 like, you mean who was on it? Or how did it come
2 together, or both?

3 LIZ MCLELLAN: How were people
4 selected? Was it based on who has transit
5 experience? How was it put together?

6 JOHN TRAIANOPOULOS: I see. I don't
7 know. I know I was asked to work on it by my boss
8 at the time, just as being -- having the capacity
9 and having some P3 experience between the
10 UP Express and then on the social side. I always
11 felt pretty, still relatively young, so anybody who
12 had a bit of experience within IO would have been
13 an asset to that team. I do recall, and I do think
14 a strong team was formed within IO.

15 In terms of how it was staffed and who
16 made those decisions, each division in each
17 department puts their own resources on a project
18 team. That wouldn't have been something that I
19 would have really have had a say on or a view on.

20 LIZ MCLELLAN: And were there
21 comparable projects for IO to draw from?

22 JOHN TRAIANOPOULOS: Yeah, there were.
23 So, at the time there weren't too many P3 transit
24 projects in Canada, but there was the Canada Line
25 in British Columbia, Vancouver. That was a DBFOM,

1 I believe. There was -- there were projects in the
2 U.S. There was one in Colorado I recall. And
3 there were projects in the UK. UK has been doing
4 P3 transit for a long time.

5 There wasn't a DBFM, as far as I know,
6 in Ontario yet. So I would say Canada Line was
7 probably the most mature -- the most thought-out in
8 Canada, so that was actually used in some of the
9 precedent research that Deloitte did. We were
10 coming up with certain ideas for certain parts of
11 the agreement.

12 LIZ MCLELLAN: And forgive me, I don't
13 know the BC equivalent of IO. But were there any
14 consultations between the IO team and whoever
15 oversaw that project in BC?

16 JOHN TRAIANOPOULOS: I don't recall if
17 there were. We regularly talked to British
18 Columbia. So they were called Infrastructure BC --
19 sorry, they were called Partnerships BC, they're
20 now called Infrastructure BC. I don't recall if
21 there were. It wouldn't surprise me if there were.
22 We have good open relationships and regular
23 dialogue with them, so... I just don't remember if
24 we had a specific meeting on it.

25 LIZ MCLELLAN: And were there any

1 challenges or growing pains to adjust to IO working
2 on an LRT, one that hadn't really been done before?

3 JOHN TRAIANOPOULOS: Yes, I think so.
4 At least for, speaking for myself, it was a newer
5 asset class, so there was some education to do on
6 how different regimes would work.

7 We were mindful to not just say, well,
8 it's template, that's how we do our social projects
9 so let's just copy and paste and do the same thing
10 because, for example, site conditions comes to
11 mind, where maybe you can have a risk allocation
12 mechanism within a social project, dedicated site,
13 smaller site. But you have to be more open-minded
14 about what to do on an LRT.

15 So there was sort of an openness and a
16 culture of let's not just take the last one and do
17 it again and let's try to actually get educated on
18 what makes sense for this asset class. And a lot
19 of that you learn through the procurement itself
20 and the bidders, who are very vocal on what they
21 think the risk allocation should be. So that's why
22 we also had advisors, third party advisors,
23 Deloitte, BMO, for example, because they did have
24 some experience outside of just social P3s to help
25 us.

1 LIZ MCLELLAN: So I understand that a
2 template for the Project Agreement was based on
3 work on hospitals and buildings. So was there an
4 interest, from IO's perspective, to have a template
5 that could work for a transit project such as an
6 LRT?

7 JOHN TRAIANOPOULOS: Well, there is
8 now. So we've formed discrete sets of documents by
9 asset class, and they're different -- they're very
10 similar in a lot of ways and they're different in
11 certain areas, for sure.

12 So I wouldn't say there was -- at the
13 time there wasn't an off-the-shelf template, and
14 this is where we would have pulled in precedent
15 from other jurisdictions and advice from other
16 advisors who would know those documents better than
17 us, to form Ontario's first kind of LRT template,
18 if you will.

19 We say "template," but we tend to do a
20 project and then make it a template and adjust it
21 as we go. Because, if you do it once, you can then
22 have some lessons learned and improve it for next
23 time.

24 I'll give you another example. So, in
25 the payment mechanism, which I worked on a lot, we

1 didn't have one, a transit template. So this is
2 where Deloitte would have had access to those
3 documents in other jurisdictions to help form one
4 for us.

5 LIZ MCLELLAN: And did you work with
6 Deloitte on how they came to provide
7 recommendations on how the payment mechanism should
8 be structured?

9 JOHN TRAIANOPOULOS: Yes.

10 LIZ MCLELLAN: And so what did those
11 discussions entail, or what were their
12 recommendations based on?

13 JOHN TRAIANOPOULOS: So the payment
14 mechanism is an important document in the Project
15 Agreement and it's a -- there's a lot of work and
16 time that goes into forming it and a lot of
17 consultation with advisors and with the project
18 team to make sure that it's -- we call it
19 calibrated, but make sure it's sort of fair and
20 reasonable.

21 The intent of a payment mechanism is to
22 kind of shape and enforce behaviour and penalties
23 if things are not going well, but it has to be
24 balanced so it's not overly punitive or not
25 punitive enough. It's a bit of a balancing act.

1 So it was an entire work stream in
2 itself to have a payment mechanism. Whether it was
3 a formal working group or not, it might have been.
4 We might have called it a working group, but there
5 was a team that was working on the payment
6 mechanism.

7 It would have required -- it did
8 require some technical expertise as well to make
9 sure that -- the payment mechanism sort of enforces
10 the maintenance specifications, so you need
11 technical people who understand maintenance well to
12 help shape it. So the work would have included
13 one, if not several, workshops. Actually, more
14 than one for sure, workshops on coming up with the
15 principles of what to do in the payment mechanism,
16 how to calibrate it, so how severe are the
17 deductions, how severe are what we call failure
18 points, you know, if things -- besides just
19 monetary penalties, there's a regime where, if
20 you're failing constantly, you can actually get to
21 a default under the payment mechanism.

22 So that was a lot of work. Deloitte
23 led that, with us kind of at the table as well,
24 opining on all the terms, talking to the bidders
25 about it, and coming to a final contract.

1 LIZ MCLELLAN: Who provided the
2 technical expertise?

3 JOHN TRAIANOPOULOS: It was a gentleman
4 named Keith MacKenzie, I recall, was at meetings.
5 I think he was with CTP. He was a link to us.
6 This is a real test of the memory.

7 I remember Keith being involved, and
8 Gerry Chaput [sic], at a more higher level, would
9 have been involved in some of those discussions on
10 the technical side.

11 There may have been others; I just
12 can't recall the names.

13 LIZ MCLELLAN: And did you feel that,
14 in the end, the document was balanced following
15 those workshops and discussions, and discussions
16 with the bidders?

17 JOHN TRAIANOPOULOS: I did. And it's
18 also a matter of the bidders accepting it and
19 bidding to it. So, the best evidence of a failed
20 payment mechanism is nobody will bid to it and you
21 won't get it through lenders and lenders' technical
22 advisors and all the people looking at it.

23 So, by virtue of bidding to it and by
24 virtue of nobody saying they're going to walk over
25 the payment mechanism, towards the end, you know,

1 we viewed it as biddable because it was bid to.

2 So, you know, we tried to look at
3 precedent. We tried to be fair in the level of
4 penalties. The team was very much focused on
5 achieving behaviour and not just being a tool to
6 beat up Project Co over. It's really just meant to
7 be sort of enough -- kind of back to the lending
8 perspective as well, enough financial incentive to
9 matter but not necessarily, you know, bankrupt
10 somebody in the first week. It was sort of that
11 balance.

12 LIZ MCLELLAN: And what was some of the
13 feedback that you received from the bidders about
14 the payment mechanism?

15 JOHN TRAIANOPOULOS: The main area of
16 feedback -- I recall two. One was what we call the
17 deduction curve. So, when deductions start and how
18 severe they are was always something that they
19 wanted it less severe and more relief on
20 deductions. We wanted more, so there was a lot of
21 that commentary.

22 The second one, which is something we
23 ended up calling, it's a "non-Project Co cause."
24 It's a bit of a funny title. But the idea -- and
25 there was a lot of discussions around this, the

1 idea of that one was, because it's a DBFOM [sic],
2 the operator is OC Transpo or the City, the bidders
3 were very much keened into the fact that there are
4 many things that the operator or other third
5 parties do that they can't control that would
6 impact their ability to perform.

7 So they wanted more excuse -- more of
8 these excusing events, so that, in the event that
9 there's a loss of service or interruption of
10 service because of it, they didn't want to be
11 financially deducted or on the hook for that. That
12 was a main area of focus of getting that list
13 right.

14 For example, Ottawa is the Nation's
15 Capital, so there's a lot of discussions what if
16 there's protests; what if there's blockades; what
17 happens in those scenarios?

18 So, we were very open to that, to
19 understand that, if they truly can't mitigate and
20 control those events, it wouldn't be fair to deduct
21 against their payment because there's nothing they
22 can do about them. But where they can mitigate and
23 control, we thought it was sort of fair game to
24 have a pay mec to respond to that.

25 So a lot of commentary around, I'd say

1 those two come to mind as the main -- which is
2 typical in all pay mec's, those are the two things
3 that bidders want less risk on, and we try to push
4 more on where we can.

5 LIZ MCLELLAN: How was the bidders'
6 feedback implemented into the document as it is
7 today?

8 JOHN TRAIANOPOULOS: So we get -- we
9 had meetings called commercially confidential
10 meetings, where they can raise concerns. They send
11 us comment tables, etcetera, they send us
12 recommendations on changes. We take those very
13 seriously because, again, our job is to make sure
14 the procurement is successful, and we need to
15 challenge ourselves too, to make sure we're not
16 being unfair or too punitive.

17 So the comments would come in. We'd
18 review them as a project team. We'd try to see if
19 there's themes between the three bidders, are they
20 all saying the same thing? Is it one? Is it two?
21 If all three are saying the same thing, the
22 comments are forceful, they may have a point.
23 There's a bit of that sort of judgment call around
24 how to look at bidders' comments.

25 We would then, as a team, form

1 recommendations on changes to make to our own
2 documents and our own regimes, and take those --
3 you know, if there were minor changes, we can just
4 make them at our level. If there were major
5 changes, we'd make sure to get buy-in from the
6 senior management on the project.

7 LIZ MCLELLAN: And so who would you
8 have to get buy-in from?

9 JOHN TRAIANOPOULOS: I would get buy-in
10 from Rob Pattison, which is our clear kind of
11 project delivery head. I believe John Jensen was
12 kind of the City's -- I think I have that right, I
13 have so many projects here -- was the City's
14 day-to-day lead.

15 If those two supported your commercial
16 advice, that seemed to be enough to make the
17 change.

18 KATE MCGRANN: What were the precedent
19 projects referred to build out the maintenance
20 piece you've been discussing?

21 JOHN TRAIANOPOULOS: Canada Line for
22 sure. Denver, Colorado Eagle line, I think it was
23 called, was on the list. Hudson-Bergen LRT comes
24 to mind, just the name. There's, I'm sure, a
25 presentation on this somewhere with the precedent

1 research. I don't know if I've got this all right,
2 but those are in my head.

3 KATE MCGRANN: Do you recall if any of
4 the precedent projects were DBFM delivery models?

5 JOHN TRAIANOPOULOS: I believe Colorado
6 was a DBFM. And Canada Line was a DBFOM, which is
7 similar in terms of the payment mechanism except
8 you have to deal with the operator risk and figure
9 out what risks to take back because the operator is
10 not Project Co. So, in a DBFOM, you can transfer
11 more risk because it's an integrated operator.

12 KATE MCGRANN: So the Denver one, do
13 you recall any other DBFM precedent projects that
14 were referred to in building up this maintenance
15 piece?

16 JOHN TRAIANOPOULOS: I don't recall.
17 There may have been.

18 KATE MCGRANN: The reliability
19 requirements, any discussion of introducing a curve
20 or sort of an increasing reliability requirement to
21 allow for a learning curve on the system,
22 basically?

23 JOHN TRAIANOPOULOS: Like a bedding in?

24 KATE MCGRANN: Yeah, like a bedding in.

25 JOHN TRAIANOPOULOS: We talked about a

1 bedding in period, which was on other projects.

2 And we decided, with the City, to not do one, if I
3 recall.

4 And the main reason there was -- this
5 one actually did go up the chain a bit. The main
6 reason to not to do a bedding in on this one was
7 the City took a view that -- and we supported it,
8 it wasn't just the City's view -- that the system
9 should be operating fully day one, and the public's
10 confidence is shaped in those first few months of
11 how it performs. Also, the City was relying on
12 revenue in the system to help pay for it. So there
13 was a feeling that let's not signal or go with the
14 bedding in because those first few months are
15 actually pretty critical in building that public
16 confidence.

17 This was a view I recall shared by, or
18 communicated by, John Jensen on this one. Because
19 bedding in does come up every project, and it did
20 come up as something the bidders always prefer
21 because it gives them a bit of time to adjust.

22 But, to be clear, a bedding in period
23 does not absolve anybody from the payment
24 mechanism. There would still be one and there
25 would still be default rights; it just lessens the

1 penalties for a few months, typically. It doesn't
2 mean they're off the hook.

3 If we had done a bedding in period, we
4 would have still calibrated it at a level, and if
5 it was really bad performance, there would still be
6 default triggers. It wasn't meant to sort of be a
7 risk-free period, ever.

8 KATE MCGRANN: Any other reasons for
9 not including a bedding in period, other than what
10 you've described?

11 JOHN TRAIANOPOULOS: Not that I recall,
12 no.

13 KATE MCGRANN: Any consideration of
14 building in something prior to revenue service to
15 account for bedding in of the system, shaking out
16 the bugs, learning curve of the new operator and
17 maintainer, anything like that?

18 JOHN TRAIANOPOULOS: To be
19 contemplated, is that what you're asking?

20 KATE MCGRANN: Yes.

21 JOHN TRAIANOPOULOS: I don't recall.
22 We may have.

23 KATE MCGRANN: The precedent projects
24 that you looked at, do you recall if any of them
25 had bedding in periods?

1 JOHN TRAIANOPOULOS: I don't recall.
2 It wouldn't surprise me if they did.

3 KATE MCGRANN: Were you involved at all
4 in looking at the requirements for trial running?

5 JOHN TRAIANOPOULOS: No.

6 KATE MCGRANN: Who from Deloitte was
7 working on the creation of the maintenance
8 requirements?

9 JOHN TRAIANOPOULOS: I don't recall
10 any -- so, I don't recall anyone working on the
11 maintenance requirements. The payment mechanism
12 itself, the two key people that were on the team
13 were the partner -- he's now a partner -- was Remo
14 Bucci. He was the lead on the project. And
15 Michael Fishbein was kind of the day-to-day manager
16 working on it.

17 KATE MCGRANN: Any discussions about
18 whether the deductions built into the payment
19 mechanism were to be capped out at the end of each
20 month such that, no matter how badly you do in a
21 month, you start fresh the next month? Or whether
22 they were to be carried over such that you could
23 start already dinged as a result of the prior
24 month's performance?

25 JOHN TRAIANOPOULOS: The intent would

1 be to have deductions cap out at the monthly
2 service payment level because it's always -- the
3 formula says MSP, minus deductions, is what we pay,
4 period. It doesn't -- it doesn't signal or say it
5 can go negative. That's certainly the design
6 intent, from my perspective, of what we do. And
7 that's what every IO project does. So it would
8 surprise me to interpret that differently.

9 KATE MCGRANN: Okay. And just to put
10 it in super plain language for people who don't do
11 this as often as you do, so, if I am the
12 maintainer, even if I do a particularly abysmal
13 job, I can't get paid any less than what I'm owed
14 in month one? Once I go over to month two, I get
15 to start from scratch with the full month's
16 expectation and deductions may be applied to that?

17 JOHN TRAIANOPOULOS: Not quite, because
18 the entirety of the monthly service payments at
19 risk, including the repayment of capital. So the
20 maintenance provider is part of that fee. They get
21 paid what they bid.

22 But the maintenance provider is
23 effectively also -- you know, if the risk is passed
24 down, which they typically are, is also at risk for
25 paying back the lender through Project Co. Project

1 Co is at risk, but Project Co would be asking the
2 Maintenance Co to pay them back for having to pay
3 the lender and equity.

4 KATE MCGRANN: The example I gave you
5 was not particularly clear.

6 JOHN TRAIANOPOULOS: No, no, it's good.

7 KATE MCGRANN: I'll take a second run
8 at this.

9 JOHN TRAIANOPOULOS: Yes, you're
10 correct, they -- yes, they start fresh.

11 KATE MCGRANN: They start fresh every
12 month?

13 JOHN TRAIANOPOULOS: Yes. What doesn't
14 start fresh are the failure points. Those, by
15 design, accrue and roll and are assessed on a
16 rolling basis.

17 So the points are different. The
18 dollars -- the design intent, my interpretation in
19 design intent, would be that they're effectively
20 capped at the monthly service payment.

21 KATE MCGRANN: I think you said that
22 that is generally the case in IO projects. Did I
23 get that right?

24 JOHN TRAIANOPOULOS: Yeah.

25 KATE MCGRANN: And why is that? Why is

1 it important to have that capped at the month and a
2 fresh start the next month?

3 JOHN TRAIANOPOULOS: It's a lot, it's a
4 lot of money. A single monthly service payment
5 absorbed by a Maintenance Co, maintenance provider,
6 is a lot of money. Their profit margins on these
7 projects aren't necessarily huge. So, having to
8 eat an entire loss of a month and pay back lenders
9 is a lot.

10 We also have the comfort of, if it's
11 really bad performance, the dollar deductions
12 almost become irrelevant because you're likely
13 going to be heading into a default anyways. So
14 that's why the two work together.

15 And, again, the design intent of the
16 payment mechanism is to have enough money at risk
17 to shape behaviour. So, whether you lose your
18 entire monthly service payments or two times it,
19 you're still scrambling to do everything you can to
20 rectify, right? At some point it doesn't help to
21 put in more deductions.

22 Also, if you put in too many deductions
23 or big loss, that can get priced in upfront. So we
24 also have to balance how much of this will be
25 priced as contingency upfront and paid for

1 indirectly or not seen transparently by the City
2 versus how much can you just live with.

3 Like, I would say, if someone loses
4 their entire month, it's going to be a pretty bad
5 scenario. It's probably going to -- like, it's
6 likely to be closer to a default at that level.

7 KATE MCGRANN: Thank you.

8 LIZ MCLELLAN: So, in terms of IO's
9 role in the procurement process, can you walk us
10 through? So, how was IO involved in the financial
11 evaluation aspect of the procurement process?

12 JOHN TRAIANOPOULOS: We were evaluators
13 so we evaluated the proposals, the financial
14 proposals. I, myself, was an evaluator, for
15 example, so we were just part of the evaluation
16 team.

17 I was also tasked with leading some of
18 the preparation of materials, so the evaluation
19 committee presentation that would have gone up the
20 chain to get the RFP results approved. So very
21 typical role for us, we do that on every project;
22 it wasn't dissimilar.

23 Reviewing the bids, asking questions of
24 the bidders, if there were any, we did all of that.

25 LIZ MCLELLAN: What kinds of things

1 were you looking for in your evaluations?

2 JOHN TRAIANOPOULOS: The first one is
3 we do a compliance check: Did they comply with the
4 terms of the RFP? Does their large financial model
5 have any issues or errors with it that we need to
6 flag, either as a compliance issue or something to
7 deal with in the closing process? That's a big
8 part of it.

9 Is the lending there? Is it committed?
10 Are their commitment letters normal? Are there
11 issues in the commitment letters that we should
12 flag?

13 And that helps inform a quality score.
14 So that's a bit of an exercise just to see whether
15 we believe, one, are they going to be compliant and
16 pass; and then, two, assuming they're passing, what
17 score can we give them based on the strength of
18 their financial plan?

19 And there's a whole evaluation
20 framework that governs how to look at that and how
21 to score a good versus a poor, versus a very good.
22 So we follow that process, like we do in all
23 procurements.

24 LIZ MCLELLAN: And were you involved at
25 all in the technical evaluations?

1 JOHN TRAIANOPOULOS: No.

2 LIZ MCLELLAN: And were you involved in
3 reviewing the overall results, overall score
4 results?

5 JOHN TRAIANOPOULOS: No. No, they had
6 it siloed, like finance and technical, yeah.

7 LIZ MCLELLAN: And then are you
8 familiar with the Fairness Commissioner and what
9 their role was?

10 JOHN TRAIANOPOULOS: Yes. I don't --
11 I've never seen their contract, but they were very
12 much there, so I worked with -- they were part of
13 the team in a way, yeah.

14 LIZ MCLELLAN: How did you interact
15 with the Fairness Commissioner, or what kinds of
16 questions did they have, what were they looking
17 for?

18 JOHN TRAIANOPOULOS: So, their role was
19 to make sure that we were treating the bidders
20 fairly and we weren't having any bias towards one
21 bidder versus another.

22 On Ottawa, they were actually very,
23 very engaged. They were at most, or a lot of -- I
24 shouldn't say "most." They were at a lot of even
25 internal meetings, preparing for bidder meetings.

1 They offer guidance on how to communicate to
2 bidders, for example, to make sure we're being fair
3 and we're not coaching the bids, the bidders, on
4 how to prepare their submissions.

5 They would review, if we issued in the
6 evaluation, if we issued requests for
7 clarifications, which is a normal process, they
8 would review those to make sure that the questions
9 are worded properly and aren't going to lead to
10 what would be called bid repair, like, we're not
11 trying to help them repair some compliance issue in
12 their bid. That was part of their role.

13 They attended every meeting with
14 bidders, so we wouldn't talk to or be allowed to
15 talk to a bidder without them there. That was just
16 a very clear rule, and that's always a rule; you're
17 not supposed to do that because they can actually
18 monitor that communication.

19 And after meetings, they would also
20 guide us and coach us if they felt like, you know,
21 we were being too leading or not leading. Like,
22 they were kind of an advisor as well to the City to
23 make sure that the process was fair. They were
24 very -- in terms of historical precedent, they were
25 very involved on this project.

1 LIZ MCLELLAN: And why did -- sorry, I
2 interrupted you.

3 JOHN TRAIANOPOULOS: No, no. Just that
4 they were very present.

5 LIZ MCLELLAN: And why do you think --
6 well, I guess you're saying relative to other
7 projects, the Fairness Commissioner or that role
8 was a bit more involved. And why do you think that --
9 I'm sorry, you have to say "yes" versus just
10 nodding.

11 JOHN TRAIANOPOULOS: Yes.

12 LIZ MCLELLAN: Why do you think that
13 was the case here?

14 JOHN TRAIANOPOULOS: I don't know
15 exactly why. It was very clear that the City cared
16 about a fair process and wanted to make sure that
17 everything was above board. So I suspect that's
18 why, but -- I think they were also called the
19 Fairness Commissioner, which is different than the
20 fairness monitor, so it was -- I'm not that
21 familiar with exactly the difference, but I believe
22 it's a higher sort of oversight role and standard.

23 LIZ MCLELLAN: Are you aware of the
24 waiver process? And there is a waiver of failure
25 to comply with some aspects of the Project

1 Agreement for bidders that the City could issue, I
2 assume?

3 JOHN TRAIANOPOULOS: I'm not familiar
4 with it, no.

5 LIZ MCLELLAN: So you didn't experience
6 any discussions about issuing waivers for failure
7 to comply?

8 JOHN TRAIANOPOULOS: You mean in terms
9 of not complying with an RFP submission
10 requirement?

11 LIZ MCLELLAN: Yes, not complying with
12 a material requirement.

13 JOHN TRAIANOPOULOS: My layman's
14 understanding is that the City had broad rights to
15 issue a waiver of nonconformance, but I'm not
16 familiar with the details of how it would work or
17 where they would apply it.

18 LIZ MCLELLAN: Were there any waivers
19 that were issued within the scope of work that you
20 were doing?

21 JOHN TRAIANOPOULOS: No. We had
22 three -- if I recall, we had three compliant
23 submissions.

24 LIZ MCLELLAN: And were you told who
25 you should contact in the event that you wanted to

1 discuss the process or start the process for
2 looking at a waiver to comply?

3 JOHN TRAIANOPOULOS: I don't recall.

4 LIZ MCLELLAN: Okay. In your opinion,
5 was RTG the clear winner?

6 JOHN TRAIANOPOULOS: Yes.

7 LIZ MCLELLAN: And then why do you say
8 that?

9 JOHN TRAIANOPOULOS: They got the
10 highest score following the evaluation criteria and
11 framework; highest score wins.

12 LIZ MCLELLAN: And in terms of their
13 financial submission and your evaluation, do you
14 recall anything standing out, or just summarily how
15 did it compare to the other bidders?

16 JOHN TRAIANOPOULOS: So, the financial
17 submission is heavily geared towards price. So
18 they had the lowest price, which drives most of the
19 results.

20 There were 50 points reserved for
21 non-price elements within the financial, so 450 on
22 price and 50 on quality of financing. But the
23 price drives -- the price drove a lot of that, the
24 financial results.

25 They scored -- if I recall, all three

1 bidders scored very close to each other. They were
2 within a few -- on the quality of financing. The
3 price is just an application of a formula, there
4 isn't much -- there isn't anything subjective about
5 it, it's just math, so you work out a score.

6 The quality of financing is the one
7 that has a bit of evaluation subjectivity, or
8 judgment, I should say.

9 And RTG, if I recall, scored very good.
10 I think they were 42 and a half out of 50 -- I was
11 just looking at this -- which is a very good score.
12 The other bidders were, I think, 40, 42 and a half,
13 all very close. So, nothing overtly material.
14 There's always a couple issues or questions to
15 raise, but we didn't flag anything material for the
16 evaluation committee that wasn't normal course, you
17 know, something to deal with in negotiations. So,
18 no, very clean bids, compliant, good scores.

19 LIZ MCLELLAN: And you spoke about an
20 area of subjectivity when you're looking at
21 quality.

22 So what types of factors do you look
23 at, in terms of scoring quality?

24 JOHN TRAIANOPOULOS: I prefer to
25 restate it as judgment, judgment calls. Because

1 there's a hundred points available, and evaluators,
2 as human beings, can apply some professional
3 judgment on what to give someone as a score within
4 a range. We start at 60. So, if you get
5 60 percent, you pass. Below that, you fail, and
6 that would be enough to disqualify somebody out of
7 it.

8 So, within the remaining points,
9 assuming that they're passing, there is some
10 professional judgment around, you know, different
11 financial submissions. So we look at things like
12 the strength of the lenders, their experience doing
13 these projects, the strength of the borrowers, so
14 the equity investors and the parent companies
15 underneath them. Have they done this before? Are
16 they capable? Do we believe in their teams?
17 Etcetera.

18 We also look at one aspect, if I recall
19 back then, and I think we still have it, is, how
20 much inflation risk they're taking. So there's a
21 criteria around how much -- and inflation is a hot
22 topic now, but how much of their payment is subject
23 to escalation? That was a factor as well. It's a
24 small factor but it's one thing that comes to mind
25 that could differentiate you a little bit between

1 your competitors. This is all in the evaluation
2 framework.

3 I think we talk about stability of
4 financing structure; we talk about achievability,
5 robustness of getting to close, our confidence in
6 actually getting to financial close. The lending
7 commitment is evaluated and scored, and that's
8 informed largely by, again, the strength of the
9 contractors.

10 Redundancy in the financing: If one
11 bank were to draw up an order of commitment, is
12 there someone else who could step in? You know,
13 two lenders is better than one. For an example,
14 that you might have redundancy if somebody pulls
15 out, for whatever reason, you have another one
16 there to pick up the pieces.

17 These are all the things that are in
18 the evaluation criteria that we would have followed
19 to give a score.

20 LIZ MCLELLAN: You spoke about 50 sort
21 of free points that you could assign.

22 JOHN TRAIANOPOULOS: No. There's
23 50 points. So the way it works is, there's
24 500 points for financial, 450 points are price,
25 50 points are quality of financial proposal.

1 LIZ MCLELLAN: Okay.

2 JOHN TRAIANOPOULOS: Within the
3 50 points, if you score less than 30 out of 50, or
4 60 percent, you fail.

5 LIZ MCLELLAN: Okay.

6 JOHN TRAIANOPOULOS: And if you fail,
7 we would recommend to not proceed with that
8 proponent, despite what the price is. And so
9 that's rare, but that can happen, and it's there as
10 sort of a fail-safe to say -- if, for example, they
11 don't have financing committed yet, that would be a
12 problem, because we're then taking a flyer to
13 hopefully get it between now and financial close.
14 We don't do that, typically, right?

15 So we wouldn't fail somebody unless it
16 was fairly serious.

17 LIZ MCLELLAN: Were you involved at all
18 in the selection of the vehicle provider?

19 JOHN TRAIANOPOULOS: No.

20 LIZ MCLELLAN: Were you involved at all
21 or familiar with the white paper process?

22 JOHN TRAIANOPOULOS: On vehicles or...?

23 LIZ MCLELLAN: Yes, on vehicles, yeah.
24 Or if that was applicable to any other areas. But
25 I know that the white paper process was used for

1 the vehicles.

2 JOHN TRAIANOPOULOS: Yes. I recall
3 there being a process to solicit input and feedback
4 from the market on how they might want to structure
5 their vehicle procurements. But I wasn't the
6 author of that process or -- I wouldn't be the best
7 person to speak about vehicles.

8 LIZ MCLELLAN: Like, what do you just
9 generally recall about that?

10 JOHN TRAIANOPOULOS: I recall there
11 being some debates around whether the City procures
12 the vehicles or Project Co procures the vehicle,
13 and if Project Co procured the vehicles, do you do
14 it upfront so there's a preselected list? Or do
15 you do it and allow it to happen later in the RFP
16 process with the actual full submission?

17 So I think that was one of the many
18 debates that the team had was when and how do you
19 shortlist who can give the vehicles.

20 It was more of a technically-led
21 element to it. I was aware of it from being on the
22 project team, but I wouldn't have had -- I don't
23 have a strong view on it.

24 LIZ MCLELLAN: Other than the Fairness
25 Commissioner's role, what other steps were taken to

1 ensure fair procurement?

2 JOHN TRAIANOPOULOS: I'm not sure
3 exactly what -- how to answer that. We try to
4 always follow best practice. We, at IO, pride
5 ourselves on not being biased at all.

6 There's also a governance structure in
7 place that's also helpful so the -- for example,
8 the evaluation results are approved by evaluation
9 committee and then other committees, so I guess we
10 have a lot of eyes on the process. But I'm not
11 sure exactly what else to say about that.

12 We're clearly barred from talking to
13 bidders off line, that's a very clear policy and
14 procedure that's regular practice, so there's
15 always that. I'm not sure if there's anything else
16 I can really -- I'm struggling a bit with that
17 question.

18 SARIT BATNER: I don't want to
19 interrupt your flow. At some convenient point can
20 we take a short break?

21 LIZ MCLELLAN: I just have two more
22 questions and I was going to say let's break.

23 So, did anyone raise any concerns about
24 fairness in the procurement process?

25 JOHN TRAIANOPOULOS: Not that I'm aware

1 of.

2 LIZ MCLELLAN: And was there a
3 procedure in place that you were aware of that
4 would be followed if a concern was raised?

5 JOHN TRAIANOPOULOS: Not that -- I
6 don't know.

7 LIZ MCLELLAN: Okay. Are you familiar
8 with the IOCI, and what that role is?

9 JOHN TRAIANOPOULOS: IOCI -- say that
10 again.

11 LIZ MCLELLAN: IOCI.

12 JOHN TRAIANOPOULOS: Infrastructure
13 Ontario Construction Insurance Program?

14 LIZ MCLELLAN: Yes. So what's involved
15 with that program?

16 JOHN TRAIANOPOULOS: That is a generic
17 program for construction insurance that IO uses on
18 its projects. I'm not the most familiar with it.
19 That's typically our legal team runs that program
20 and manages our insurance advisor, Aon, on that.
21 But it's generally meant to be a standard insurance
22 program that allows brokers and underwriters to
23 place insurance for construction on a portfolio
24 basis, on a program basis. That's my understanding
25 of it. It's been a while since I've read the

1 insurance documents.

2 LIZ MCLELLAN: Subject to Ms. McGrann
3 having any further questions, if it works for you,
4 Mr. Traianopoulos, and the reporter, we'll take a
5 break before I get to my next set of questions.

6 JOHN TRAIANOPOULOS: Sure, yeah.

7 KATE MCGRANN: Let's break. Would ten
8 minutes be sufficient for everybody?

9 Okay, so it's 3:29, we'll come back at
10 3:40.

11 JOHN TRAIANOPOULOS: Okay.

12 -- RECESS TAKEN AT 3:29 P.M. --

13 -- UPON RESUMING AT 3:40 P.M. --

14 LIZ MCLELLAN: So, Mr. Traianopoulos, I
15 want to ask you a bit about the geotechnical risk
16 transfer aspect of the project.

17 So, what did this involve? What did
18 the geotechnical risk transfer involve?

19 JOHN TRAIANOPOULOS: I'm probably the
20 least technical person on this call, so let me just
21 preface that first.

22 My understanding is "geotechnical risk"
23 refers largely to soil and subsurface conditions
24 that could manifest themselves into material risks,
25 especially in a tunnel and tunneling projects,

1 anything kind of underground.

2 The risk debate was around who should
3 take what risk and what quantum of risk. And the
4 City and IO and numerous advisors kind of had a
5 role to advise them on what to do on geotech.
6 That's my very non-technical understanding of how
7 geotech works.

8 LIZ MCLELLAN: Do you recall any
9 commentary from the bidders on this aspect of the
10 Project Agreement?

11 JOHN TRAIANOPOULOS: Yes. It was a hot
12 topic, and the procurement bidders would have had
13 views on, yeah, that's fair.

14 LIZ MCLELLAN: And what do you recall
15 from those comments?

16 JOHN TRAIANOPOULOS: I recall a desire
17 to at least explore, if not for the City to take
18 more -- more of the geotech risk, or at least to
19 share in it in some form.

20 So, I recall the project team being
21 tasked with looking at options that are out there
22 that could deal with this, to make it biddable and
23 financeable.

24 LIZ MCLELLAN: And how were the
25 bidders' comments integrated in the geotechnical

1 risk provisions, from what you recall?

2 JOHN TRAIANOPOULOS: I recall there
3 being a series of different options that bidders
4 can take, in respect of geotech risk, and this is
5 going to be probably at a higher level, but they
6 could either take the geotech risk and take site
7 condition risks as-is.

8 They could ask the City to take it and
9 have -- there was still some reliance, if I recall,
10 on some of the geotech data that the City
11 gathered -- I could be wrong on this -- but the
12 City would take the bulk of the geotechnical risk
13 or there could be a risk-sharing regime between the
14 City and Project Co, and that would necessitate and
15 require geotech baseline report to form a set of
16 standards and assumptions around those geotech
17 conditions.

18 So there were -- I recall, again, I
19 believe there were three options contemplated,
20 three streams of options contemplated.

21 LIZ MCLELLAN: And do you recall the
22 impact on a bidder's selection of the option and
23 how it impacted their scoring? Versus taking on
24 the most risk?

25 JOHN TRAIANOPOULOS: Right, yeah.

1 There was a -- we called it a net present value,
2 which is a price adjustment. So, to the extent you
3 take on the geotech risk, as a bidder or as a
4 proponent, you would get a corresponding net
5 present value credit to recognize that risk
6 transfer. I believe it was \$80 million in the bid
7 evaluation.

8 And you would also get an increase to
9 your affordability cap -- it would be to the
10 affordability cap as the gate if you took on the
11 geotech risk which was a -- you know, a signal that
12 the City wanted to transfer the geotech risk
13 because it was worth something to them.

14 LIZ MCLELLAN: And had IO ever been
15 involved in this approach before, on a project, the
16 transfer of geotechnical risk?

17 JOHN TRAIANOPOULOS: Not that I'm aware
18 of.

19 LIZ MCLELLAN: Has IO taken this
20 approach since, on any projects?

21 JOHN TRAIANOPOULOS: Do you mean the
22 scoring approach or do you mean transferring site
23 condition geotech risk?

24 LIZ MCLELLAN: The transfer.

25 JOHN TRAIANOPOULOS: I don't know. I

1 think I can say -- I think the reason the geotech
2 risk was so critical is because it was on a
3 many-year project. I think in our social projects,
4 there is some transfer of geotech risk that would
5 be more normal. It's the fact that it was over
6 many kilometres, which --

7 LIZ MCLELLAN: Right, go ahead.

8 JOHN TRAIANOPOULOS: Which is -- one of
9 the differences between social and civil
10 potentially is you're less able to transfer -- or
11 it's harder to transfer any sort of site condition
12 risk, environmental, whether geotechnical,
13 environmental, etcetera, when it involves several
14 kilometres versus a dedicated site. That's
15 somewhat obvious but... yeah.

16 LIZ MCLELLAN: And what's the
17 difference when you're looking at, you know,
18 several hundred feet versus several kilometres?

19 JOHN TRAIANOPOULOS: The ability to
20 sample all of it. The ability to actually do the
21 investigations needed on a smaller site. It would
22 be theoretically easier to do that. You know,
23 short of sampling the entire city, or the entire
24 line, there's always going to be that
25 interpretation of what might be between data

1 points. So, this is, again, my layman's
2 understanding, but if you drill in and do certain
3 geotech investigations and samples, there's sort of
4 an interpretation of what happens between two data
5 points that you have to make, and the longer -- the
6 more kilometres involved, the more potential for
7 gaps.

8 LIZ MCLELLAN: Were there discussions
9 about the impact on the project if the geotechnical
10 risk materialized and the private partner had to
11 bear that risk?

12 JOHN TRAIANOPOULOS: Discussions within
13 the City and the project team, or with the bidders?

14 LIZ MCLELLAN: Within the project team
15 and then also, I guess, with the bidders too. But
16 first within the project team.

17 JOHN TRAIANOPOULOS: Yes. Again, it
18 was something that was top of mind for bidders and
19 the City. It was an important risk to talk about,
20 an important commercial risk. So there were many
21 discussions around what to do about it.

22 If I recall, there were options papers
23 around this as well, so -- I don't know if that's
24 what you're getting at, but it was definitely
25 talked about a lot.

1 LIZ MCLELLAN: And was there discussion
2 about the implications on the partnership, should
3 that risk be borne out or materialize?

4 JOHN TRAIANOPOULOS: I don't recall
5 anything, in terms of the context of a partnership.
6 I would characterize it more as whether or not this
7 was something that was even biddable, in terms of
8 pricing against it, and whether or not the lenders
9 would finance into something with this level of
10 risk. We simply, at the time, weren't sure,
11 because we hadn't -- at least for IO, we hadn't
12 done an LRT at all, and had a geotech risk this
13 potentially -- this big potentially. So we didn't
14 know for sure what would happen.

15 So we sought advice on this. At least
16 from my team, we didn't know, so we sought advice
17 from BMO, for example, to see what they knew about
18 this issue.

19 LIZ MCLELLAN: What did BMO advise?

20 JOHN TRAIANOPOULOS: BMO was more in
21 the camp of minimum sharing in the risk in some
22 way. Their experience in the United States -- the
23 Port of Miami tunnel, I think, was one of their
24 projects -- was suggesting that this isn't
25 something the City should necessarily transfer to

1 Project Co entirely. So they did raise that and
2 they did give that opinion for consideration.

3 LIZ MCLELLAN: And did BMO provide that
4 advice to the City directly or was that through --
5 was BMO an advisor to IO, and then IO communicated
6 that to the City?

7 JOHN TRAIANOPOULOS: I would say it's
8 more the latter. It was -- we managed the
9 relationship with BMO, so we would have taken their
10 input and packaged it up.

11 LIZ MCLELLAN: And what did the City
12 say when IO provided that advice from BMO?

13 JOHN TRAIANOPOULOS: I don't recall
14 exactly what they said on that, whether that was a
15 meeting or a call on the spot. But there was
16 definitely a preference within the City to transfer
17 as much geotech risk as possible and to see if the
18 market will bear it.

19 I think a sound conclusion is an
20 \$80 million price adjustment speaks volumes. It's
21 a lot of money, \$80 million in present value terms.
22 So, putting that value on it, at least to me,
23 signals a strong desire to get it transferred as
24 much as possible.

25 LIZ MCLELLAN: And who was IO having

1 most of those discussions with about the transfer
2 of the geotechnical risk?

3 JOHN TRAIANOPOULOS: I can't -- I'm
4 having a hard time recalling people's names, but
5 the technical advisor would have been involved in
6 that discussion, the commercial advisors on the
7 project with the City. Brian Guest would have been
8 involved in that kind of conversation. And then
9 the project teams, so Bruce Beaton, the project
10 manager at the time; Rob Pattison, the VP at the
11 time would have been involved in that; and then
12 senior City staff, again, John Jensen, the same
13 sort of leadership. It rose to the City leadership
14 as an issue to talk about.

15 LIZ MCLELLAN: Was there any period --
16 was there a period of time where it looked like the
17 City was at least considering not transferring
18 100 percent of the risk?

19 JOHN TRAIANOPOULOS: I think I would
20 characterize it the City was open to what the
21 market would bear. And the ultimate recommendation
22 of having these three streams or three options the
23 bidders can choose from was: We simply don't know
24 exactly what every bidder's risk appetite is, so
25 let's put out an option to see what they do, and

1 reward those who take more of the risk, through
2 financial points.

3 If that was -- I think that was -- the
4 truth of the matter was we -- let me say it this
5 way: When you got comments in from bidders, you
6 don't always know exactly, like, how hard they want
7 to push on something, or how much is a preference
8 versus a "must have." And sometimes you have to
9 make that judgment call. So, I think the regime
10 was to put money against it, and put real dollars
11 and real chances of winning against it, to see how
12 real, you know -- for example, if a bidder said, "I
13 can't bid this," well, then, just give him an
14 option not to. Right? They can just get the \$0
15 adjustment and lose the 80 and that's that; they
16 would still technically be compliant.

17 LIZ MCLELLAN: I guess --

18 JOHN TRAIANOPOULOS: Yeah, it was a way
19 to sort of -- this is in my impression -- a way of
20 sort of seeing how far this can get pushed.

21 LIZ MCLELLAN: Right. And the bidders
22 would have obviously had in mind that should they
23 not accept that risk or choose one of the options
24 where there's not a transfer of 100 percent, it
25 would have impacted their scoring?

1 JOHN TRAIANOPOULOS: Of course, yes.

2 That was the calculation they had to do.

3 KATE MCGRANN: One quick follow-up
4 question. What was the basis for BMO's advice that
5 the geotech risk shouldn't be transferred entirely?

6 JOHN TRAIANOPOULOS: BMO is a lender,
7 an active lender, and lenders tend to be
8 conservative, which, I guess, is a good thing in
9 Canada. So, I think they were reacting to
10 commentary they were hearing in the capital markets
11 from other lenders, and even from their own views
12 of what they would want to do as a bank.

13 So I think they had real honest
14 concerns about this. And their job was to help
15 make sure the project was biddable and bankable,
16 just like all of us. So it was informed by their
17 sense of where the market is on tunneling risk and
18 geotech risk.

19 KATE MCGRANN: You mentioned the Port
20 of Miami tunnel was a precedent project that they
21 had looked at. How did that play into their
22 advice?

23 JOHN TRAIANOPOULOS: I believe they
24 were advisors on the Port of Miami tunnel. If not
25 advisors, they were involved -- I believe they were

1 advisors to one of the bid teams. I could be wrong
2 there, but they had a role, so they would have
3 understood that document.

4 Port of Miami tunnel, if I recall, had
5 a geotechnical baseline report, so I suspect their
6 advice was informed by success there, in looking at
7 that regime and seeing if we can do it here.

8 KATE MCGRANN: And do you know if their
9 concerns were driven entirely by whether the risk
10 could be made to be biddable and bankable?

11 SARIT BATNER: May I interject for a
12 moment? They wrote a memo on the basis for their
13 advice. So, I mean, John can try and remember and
14 he can give you his best recollection, but at the
15 end of the day, there is a memo on their advice
16 given at the time that's in the production. So --
17 I don't know, like, we can find it and undertake to
18 flag it for you, if you can't find it readily, but
19 I...

20 KATE MCGRANN: That would be great.
21 The memo may not capture all of the advice of the
22 discussions that were had around this. So I'm just
23 trying to find whether there was -- if there was
24 anything in addition to whether this was biddable
25 and bankable that was discussed with BMO about the

1 risk.

2 SARIT BATNER: Do you remember sitting
3 here today, without the memo in front of him, I
4 guess.

5 My only point is I just wasn't aware if
6 you knew there was a memo. If you are aware
7 there's a memo, that's great, that's fine. If you
8 weren't, I just wanted to point you to it.

9 KATE MCGRANN: No, that's helpful. And
10 any time you're aware of a document that you think
11 is relevant to questions, it's always helpful that
12 you point it out and it's appreciated.

13 JOHN TRAIANOPOULOS: Did you want me to
14 answer the question?

15 KATE MCGRANN: If you remember anything
16 else that was discussed, other than whether it was
17 biddable and bankable with BMO, yes, please.

18 JOHN TRAIANOPOULOS: The other aspect
19 is, even if it's biddable and bankable, it may not
20 be of value, right? If I were to price in a
21 trillion dollars and take the risk, that's not
22 exactly a good outcome either.

23 So BMO, I would expect, would have
24 always been mindful of whether it's efficient to
25 transfer the risk or not.

1 KATE MCGRANN: And were there any
2 disputes as between -- disputes, disagreements,
3 debates, between the advice that IO was providing
4 and the advice being provided by other advisors?

5 JOHN TRAIANOPOULOS: I recall IO -- let
6 me -- I'll speak for myself and, again, I'm clearly
7 not a geotechnical expert, but I had tremendous
8 faith and confidence in BMO as a capital markets
9 advisor. So I was more in the camp of doing some
10 sharing. We were fearful of not getting
11 competitive bids on this aspect. If I recall, the
12 City was more aggressive in wanting to transfer it.
13 So I think hence the compromised position of having
14 these three prices and three options to address it.

15 I can't recall if there was necessarily
16 a large formal disagreement, or an escalation, but,
17 speaking for myself, I was more sympathetic to
18 BMO's advice or leaning more towards that way.
19 But, again, I don't feel qualified to really be
20 giving much geotech advice, to be honest.

21 KATE MCGRANN: Yeah. And we're
22 certainly not asking you to do that, just asking
23 about what you recall.

24 JOHN TRAIANOPOULOS: Right.

25 KATE MCGRANN: Any steps had to be

1 taken on the question of the geotech risk transfer
2 beyond is there something that needed to be
3 escalated up, in terms of people working at IO or
4 people working at the City?

5 JOHN TRAIANOPOULOS: Yes. I do recall
6 now that, with the geotech decision in issue, did
7 get up to the City Manager, if I recall correctly,
8 it's for an ultimate executive decision on what to
9 do.

10 KATE MCGRANN: And do you recall the
11 reason for that?

12 JOHN TRAIANOPOULOS: I don't. I don't.

13 KATE MCGRANN: Did IO seek advice on
14 this from anybody other than BMO?

15 JOHN TRAIANOPOULOS: Did IO seek
16 advice? I don't recall. I recall there was a
17 geotech advisor, I think it was Golder, who was on
18 the project in some form. I don't think they were
19 retained by IO. But there was a more specialist
20 firm involved in helping to advise, I believe.

21 KATE MCGRANN: Okay. But as far as IO
22 going for advice, just to BMO?

23 JOHN TRAIANOPOULOS: That's all I'm
24 aware of. Project delivery may have other
25 information, but that's all I'm aware of.

1 KATE MCGRANN: Thanks very much.

2 JOHN TRAIANOPOULOS: Yup.

3 LIZ MCLELLAN: Did IO look at how the
4 partnership relationship may play out between RTG
5 and the City as the relationship progressed over
6 the course of the project?

7 JOHN TRAIANOPOULOS: Do you mean the
8 contractual relationship between RTG and the City?

9 LIZ MCLELLAN: Yeah, the contractual
10 relationship, in terms of adhering to the Project
11 Agreement, and then just generally, too, in terms
12 of the different provisions that were in the
13 Project Agreement and how that might impact the
14 relationship.

15 JOHN TRAIANOPOULOS: I don't know.

16 LIZ MCLELLAN: And was IO aware of or
17 involved in any disputes between the City and RTG?

18 JOHN TRAIANOPOULOS: I am not aware of
19 anything, but I -- I'm not aware of anything. You
20 use the word "disputes." I am aware IO was
21 involved in looking at the sinkhole issue in
22 construction. I'm just not sure if that went to a
23 formal dispute or not, I can't recall that, but
24 that's the one topic I just recall IO being
25 involved in helping to figure out what to do about

1 that.

2 LIZ MCLELLAN: Do you recall the nature
3 of IO's involvement?

4 JOHN TRAIANOPOULOS: No.

5 LIZ MCLELLAN: I ask just because part
6 of the -- a clause in the Memorandum of
7 Understanding is that IO is involved in disputes
8 between the City and Project Co.

9 So, there wasn't any general process,
10 in terms of involving IO when there was a dispute
11 between the City and RTG?

12 JOHN TRAIANOPOULOS: There may have
13 been. If I can suggest, our project delivery team
14 would probably be better versed in answering that
15 question. I don't know.

16 LIZ MCLELLAN: Were you involved in
17 providing any advice to the City on -- did the City
18 ever consult you about any issues that came up, in
19 terms of the performance of the Project Agreement
20 terms, at RTG?

21 JOHN TRAIANOPOULOS: Again, I think I
22 said it earlier, I recall being loosely involved in
23 the sinkhole issue and the interpretation and the
24 provisions around what might be involved if that's
25 a compensation event.

1 I recall just some -- the details are
2 fuzzy, but I recall being looped into that, so to
3 speak. So that was one area.

4 That's the only one I can remember
5 right now.

6 LIZ MCLELLAN: And what was the nature
7 of your advice that was sought on that issue?

8 JOHN TRAIANOPOULOS: I don't think I
9 gave -- I don't recall giving any -- much formal
10 advice. I think it was more around, if it's
11 decided that this is, in fact, a compensation
12 event, what does that mean in terms of a potential
13 payment on the lending side. So is it more of a
14 factual kind of consultation of what that might be.
15 I don't -- I wouldn't be qualified to give advice
16 on sinkhole and what -- an interpretation of
17 whether or not that's a compensation event.

18 LIZ MCLELLAN: Did you get the general
19 impression -- like, let's use that example -- that
20 the City was adhering very closely to the Project
21 Agreement more so than you had seen in other
22 similar projects?

23 JOHN TRAIANOPOULOS: I wouldn't know or
24 have an opinion about that.

25 LIZ MCLELLAN: Okay. So, we

1 understand -- and you might correct -- the
2 mechanism and how this worked. But I understand
3 that the City was involved in assuming RTG's debt,
4 and then the debt being reissued by the City, and
5 so the City basically stepping into the role of the
6 lender. So it was sort of a debt swap.

7 Were you involved in this situation, or
8 do you have any recollection of this event?

9 JOHN TRAIANOPOULOS: I was not directly
10 involved in the debt swap that you mention. Early
11 on, when there was discussions around what to do
12 about system extension, I was involved in some
13 brainstorming of ideas of what's possible. But
14 when it got to the debt swap, I'm aware about it --
15 I'm aware of it, but mostly through just verbal
16 conversations with the members of the Ottawa team
17 who worked on it.

18 LIZ MCLELLAN: So what was your
19 involvement like when -- so, first of all, why was
20 this required? Why were you involved in
21 discussions about Stage 2, and why was this
22 solution required?

23 JOHN TRAIANOPOULOS: Okay. This might
24 be a longwinded answer, so let me try.

25 So, Stage 2 -- so, Rob Pattison and

1 myself, still at IO during the stage, did the start
2 of Stage 2. So we had a relationship with the
3 City, and the City engaged us to start thinking
4 about the expansion and how to help structure it.

5 So, again, in my capacity, I was there
6 to help provide advice on how to look at the
7 lending and how to get lender consent. So, we knew
8 all along that you can't -- you need lender's
9 consent to expand a system of this magnitude. It's
10 just in those terms.

11 So I was involved in two ways that I
12 can recall. One were some early market soundings
13 on how to extend the line and what model to choose.
14 So, the City undertook an engagement to do market
15 soundings to get input on that, just to see who's
16 interested, who might bid, what conditions they
17 need to bid, etcetera.

18 And then the second one on the lending
19 piece was to help brainstorm ideas of what -- of
20 how to get to the consent that we would need in an
21 expansion, if we were to assume that RTG would have
22 an active role in that expansion, mainly the
23 maintenance scope.

24 There was a pretty clear preference,
25 commercially, to try to get a maintenance deal done

1 with RTG because it's one system and ideally you
2 have one maintainer for one system, for very good
3 reasons, and if that maintenance scope were to
4 expand, the lender would have to sign off on that.
5 So I was helping trying to figure out a path to get
6 there.

7 LIZ MCLELLAN: And was there any
8 financial implication from seeking consent from the
9 lender to amend the Project Agreement to keep RTG
10 on in Stage 2?

11 JOHN TRAIANOPOULOS: Yes, there is.
12 So, the lenders, when they structure their debt,
13 they structure it for a given scope and size of
14 project. If that project grows, including the
15 maintenance scope of that project grows, there's an
16 expectation or just a fact of life, so to speak, in
17 a P3 that the lenders will want to make sure that
18 they're no better -- that they're no worse off from
19 a risk perspective.

20 So the direct -- cutting to the chase,
21 the direct line there would be, we were expecting,
22 if we wanted to expand the maintenance scope, there
23 would have to be a corresponding injection of
24 equity from Project Co to absorb some of that risk
25 that's being transferred now on to the lenders.

1 I don't believe that it was -- all
2 these rules and the -- or any formulas of any kinds
3 were in any of the credit documents, but it's a
4 well-understood principle in P3 that the bigger the
5 scope, the more risk, the more equity should go
6 with that.

7 So we were contemplating how much could
8 that be? What does it look like? And then, if the
9 City didn't have an appetite for that extra cost,
10 what else can you do as other options?

11 LIZ MCLELLAN: What was the estimated
12 amount for the equity infusion that would have been
13 required?

14 JOHN TRAIANOPOULOS: I actually don't
15 recall the number, sorry.

16 LIZ MCLELLAN: And do you recall the
17 process of coming to an estimate?

18 JOHN TRAIANOPOULOS: Yes. The way the
19 formula would work, or the modelling would work, on
20 this would be to try to replicate the financial
21 model of the first bid, of the RTG numbers. So
22 it's not quite dollar-for-dollar, but if you were
23 to sit -- theoretically double the maintenance
24 scope and double the lifecycle costs, one could
25 expect in the order of double the equity to deal

1 with that extra increase.

2 It's very lender-specific, though, and
3 it had to be something that would be negotiated,
4 could be negotiated, with the lenders. So we
5 never -- I never got far enough to have -- or I
6 never had a direct line or meeting with the lender
7 to talk about this, that I recall at least. So I
8 can't even say for certainty if there is a number
9 that we came to that was the number. But if we're
10 talking about order of magnitude, or how one would
11 approach it, you'd size the equity more or less in
12 line as a ratio between maintenance, lifecycle and
13 equity in the first two, and you'd be in that same
14 ballpark, give or take.

15 LIZ MCLELLAN: So -- sorry about that.

16 JOHN TRAIANOPOULOS: Yeah, just to size
17 the equity, there's a whole calculation that I
18 won't get into, but that's the general premise of
19 the idea.

20 LIZ MCLELLAN: If you could, high
21 level, describe the calculation, that would be
22 great.

23 JOHN TRAIANOPOULOS: Okay. So lenders
24 and rating agencies solve for what's called
25 resiliencies. And resiliencies is defined as a

1 percentage increase to the maintenance payments --
2 the maintenance and lifecycle payments, sorry --
3 that Project Co -- sorry -- that the equity has to
4 be able to absorb, in case of a replacement
5 scenario.

6 So, using an example, let's just say
7 you have, you know, \$100 of maintenance costs, and
8 a resilience fee test says I want to be able to
9 absorb 20 percent resiliency. What that means is
10 that, in the event of a default or a replacement
11 contractor, the lenders want assurances that
12 somebody can withstand a price of 120. They would
13 take the 100 and say, "I want to make sure that
14 somebody can absorb -- who's not me -- can absorb a
15 price increase to pay for it." So they'll size the
16 equity to make sure there's enough in there so that
17 equity is incented to pay the overrun and not walk
18 away. So, if the cost went to 120, 130, 140,
19 there's a point where equity would say it's not
20 worth it, I'll just lose my equity, walk away, and
21 that's it.

22 So the lenders want to make sure that
23 they don't do that and there's enough buffer in
24 there to absorb those shocks. So, if you increase
25 your maintenance costs, it then follows that your

1 equity cheques should be bigger to absorb those
2 overruns in the event that Maintenance Co now goes
3 into default. Because this is short of a Project
4 Co default, but if Maintenance Co goes into
5 default, then it's equity's problem to solve and
6 fix and cure. And the lenders want to make sure
7 that they're incented to do that, with enough money
8 at risk to go in and step in and do that.

9 So there's a bit of this resiliency
10 test that's done typically by rating agencies and
11 lenders together, when they structure in how much
12 equity to put in.

13 This is not necessarily a firm
14 requirement. It's just a practice that is normal
15 in the P3 space.

16 LIZ MCLELLAN: So is it like a built-in
17 contingency?

18 JOHN TRAIANOPOULOS: It's like a --
19 exactly. It's like a built-in buffer, contingency,
20 to deal with maintenance costs, shocks and
21 increases.

22 It has become more formulaic over the
23 years, so this is now a very clear rating
24 requirement and a very clear test that we're all
25 aware of.

1 When Ottawa was procured, it may not
2 have been as crystalized in a credit agreement or
3 any terms, but it's practice, right?

4 So, it's something that we assumed that
5 these lenders would require in order to get the
6 consent.

7 In addition, there also could be a
8 consent fee, which is just a fee charged by lenders
9 to review this, do due diligence, and that fee is
10 often something that's negotiated.

11 LIZ MCLELLAN: So what was the
12 resolution for the City, in terms of needing to
13 amend Stage 2? Sorry, needing to amend the Project
14 Agreement for Stage 2, and in terms of the debt
15 swap? What did you understand to have happened?

16 JOHN TRAIANOPOULOS: I've never seen
17 the paper on this, like the actual agreement, so I
18 don't know exactly what happened.

19 My understanding is that the City did a
20 debt swap and took the RTG lenders, the long-term
21 lenders, off risk in doing that.

22 There was no -- as far as I know, there
23 was no additional equity that went in -- and this
24 is just from what I know from verbal conversations,
25 so I just wanted to preface that, like, I don't --

1 I've never actually seen the agreement.

2 So, no new equity went in, and the
3 portion of the capital payment that is attributed
4 to lenders is now paid through this debt swap
5 mechanic or vehicle by the City directly.

6 So, the City -- you're right, as you
7 said, the City has become the lender, in a way.
8 The existing lenders that were there are, I
9 believe -- and this could be wrong, but are paid
10 through this debt swap mechanic somehow. I just
11 don't know exactly the details.

12 KATE MCGRANN: Approximately when did
13 your involvement in exploring options on this
14 begin?

15 JOHN TRAIANOPOULOS: I was looking at --
16 in and around 2016, I believe.

17 KATE MCGRANN: And what other options
18 were considered?

19 JOHN TRAIANOPOULOS: We had one idea,
20 we called it a "reserve concept," so it wasn't
21 equity, but it was this concept where the City puts
22 in money as a reserve or a contingency fund that
23 acts like equity, so if, you know, in the event of
24 a default, the City would either have to cash
25 inject itself or pay for some of these -- pay to

1 cure some of these costs.

2 So, it was -- I think we called it the
3 City reserve or the project reserve fund, or
4 something like that. That was one idea.

5 The other idea was to pay the equity
6 and go with that. I think those are the two I
7 recall, but the reserve one was something that came
8 from us, from IO, as an idea.

9 KATE MCGRANN: Did IO provide the City
10 with a view on the debt swap option, of whether it
11 was the way to go or not?

12 JOHN TRAIANOPOULOS: No. Sorry, I
13 thought of one more, if that's okay.

14 KATE MCGRANN: No, please.

15 JOHN TRAIANOPOULOS: There was --
16 another option was something a bit more
17 complicated, where the City would effectively
18 acquire the equity of RTG and then, in the second
19 procurement, so in the next procurement, we tender
20 that out as one project.

21 So that was sort of similar to a
22 convenience -- termination for convenience, but it
23 differed in the way that it's the City keeping the
24 whole structure in place but basically buying out
25 RTG and then flipping it to the next procurement.

1 That was something that was talked
2 about as well and debated for a bit. A lot of this
3 was just that kind of brainstorming, like, what can
4 we do about this?

5 Sorry, I missed your second -- I might
6 have missed your last question.

7 KATE MCGRANN: Did IO provide the City
8 with advice on whether to proceed with the debt
9 swap as the preferred option?

10 JOHN TRAIANOPOULOS: No. The only
11 thing I can recall is that, you know, we did say,
12 and we did talk about an option where, if you can't
13 get consent, and if lenders were being
14 unreasonable, then there's another option of simply
15 retiring the debt.

16 So, whether you do a debt swap or call
17 the bonds, they're close to -- they're similar
18 things; just the timing of cash flows and how you
19 do it is a bit different. So there was always the
20 option of you can just retire the debt and pay
21 what's called a "Senior Debt Makewhole." That's
22 always there, so you could force that to happen.
23 But that would be -- all these options take the
24 risk off the lenders, so they're not ideal.

25 You know, when you expand the system,

1 it's going to cost more money in financing because
2 you do need that equity cheque to support it.

3 KATE MCGRANN: I'm trying to understand
4 the extent to which you were involved in the
5 decision that the City ultimately made. You
6 explained that you were involved in brainstorming.
7 Did you remain involved in the discussion through
8 to the City's final decision?

9 JOHN TRAIANOPOULOS: No, I did not.

10 KATE MCGRANN: How did IO's involvement
11 in this particular discussion end?

12 JOHN TRAIANOPOULOS: We rolled off of
13 Stage 2 involvement. I was -- I recall being told
14 by, at the time, Ehren Cory who was our -- I think
15 at the time head of transaction structuring, and he
16 just said we're not going to be working on Ottawa
17 anymore, and it sort of ended there. So that was
18 the end of that.

19 KATE MCGRANN: And what was the status
20 of the discussions about the debt swap and other
21 potential options, when you were told that IO's
22 involvement with Ottawa would end?

23 JOHN TRAIANOPOULOS: I would
24 characterize it still as exploring options in a
25 brainstorming category. I don't think at the time

1 any firm, really firm, recommendations or
2 structures were being put in place. And that
3 happened after we were not on the project anymore.

4 KATE MCGRANN: Approximately when did
5 this take place?

6 JOHN TRAIANOPOULOS: I don't recall the
7 date, I'm sorry.

8 KATE MCGRANN: Any help with the date
9 at all?

10 JOHN TRAIANOPOULOS: I'd have to go
11 back and check through e-mail records. I don't
12 know if anyone else has that handy.

13 KATE MCGRANN: You said that your
14 involvement in Stage 2 stopped. Did your
15 involvement in all aspects of Ottawa's LRT stop at
16 that point?

17 JOHN TRAIANOPOULOS: I believe so.

18 KATE MCGRANN: Prior to the end of your
19 involvement, did you provide the City with any
20 views, opinions or advice on the change in risk
21 profile of the project if the lenders' skin in the
22 game is effectively removed?

23 JOHN TRAIANOPOULOS: I recall a memo of
24 some sort on the reserve concept, where we talk a
25 little bit about what happens when you take back

1 some of these risks. So I would say, yes, there
2 was some notation around the pros and cons of these
3 options, and the con being, if you somehow retire,
4 take out, swap or do anything with the debt, you
5 are effectively taking back some of that
6 performance risk. And that's a fair statement.

7 KATE MCGRANN: With respect to the
8 memo, do you know if the memo was delivered to the
9 City?

10 JOHN TRAIANOPOULOS: I believe it was.
11 I'm not 100 percent sure, I apologize.

12 KATE MCGRANN: Is that something that
13 you could go away -- this is a question for your
14 counsel: Is that something you could go away, look
15 at and let us know?

16 U/T SARIT BATNER: We can certainly go away
17 and look at letting you know if we can figure that
18 out. And if we can figure it out, we'll advise
19 you. I don't know the answer, as to whether we can
20 figure that out, but we'll take a look.

21 KATE MCGRANN: And if you do find the
22 memo, would you please send it over to us? If
23 we've already got it, would you also identify it in
24 the productions?

25 U/T SARIT BATNER: We will do that or we

1 will tell you why we're not doing that, one or the
2 other, but I would expect it's already in the
3 productions.

4 KATE MCGRANN: With respect to the
5 cons, can you just explain, in a little bit more
6 detail, what the cons of removing the senior
7 lenders from the equation is on a project like
8 this; or on this project, in particular?

9 JOHN TRAIANOPOULOS: Sure. So, the
10 main one is, again, going back to those -- that
11 default scenario, by removing the lenders -- by
12 taking the lenders sort of off risk, you lose that
13 cash that was at risk, the capital that's
14 unamortized, hasn't been paid back yet, serves as a
15 means to deal with replacement costs and
16 rectification costs in a replacement or default
17 scenario. So that money is no longer in the skin
18 of the game from a cash point of view. So that's a
19 con.

20 In addition, lenders, they have
21 advisors and they have an oversight role throughout
22 the 30-year term. You know, if their payment is
23 more or less guaranteed, then they lose any
24 incentive to fulfil that role and that function;
25 that's another con for sure.

1 Those are two big ones. So any more
2 than that, you've just -- you know, you've lost
3 that due diligence and that skin-in-the-game
4 concept that the model's sort of predicated on, and
5 you're relying solely on the remaining equity, and
6 the security package. If I understand the debt
7 swap correctly, the City does have access to the
8 security package that was posted in favour of the
9 lenders, so they do have that, but the cash is no
10 longer at risk.

11 KATE MCGRANN: Is there any concern
12 that if the lenders are no longer at risk, there
13 will be a loss of a moderating influence on the
14 partnership that may operate to the benefit of the
15 project overall?

16 JOHN TRAIANOPOULOS: Yes. I mean, it's
17 a third party, right? Like, the -- so, the actions
18 of a third party, in my view, could contribute to
19 that, just having someone else watching the
20 details, getting reports on progress, on issues,
21 the monitoring function; I think that's a fair
22 statement.

23 KATE MCGRANN: Is that something that
24 was discussed at all in this brainstorming that
25 you've explained?

1 JOHN TRAIANOPOULOS: Yes. I recall a
2 meeting with the City and Brian where we talked
3 about all the pros and cons of different options,
4 and for sure the absence of the third party debt
5 and oversight would have been talked about. I
6 think I can say that with confidence.

7 KATE MCGRANN: When you say "Brian,"
8 who are you referring to?

9 JOHN TRAIANOPOULOS: Sorry, Brian
10 Guest, as an advisor to the City.

11 KATE MCGRANN: Do you know if any notes
12 or records were taken of that meeting?

13 JOHN TRAIANOPOULOS: I don't. I don't
14 recall.

15 KATE MCGRANN: And what do you recall
16 about the discussion of what we've just been
17 talking about at that meeting?

18 JOHN TRAIANOPOULOS: I recall
19 conversations about different options, including
20 the equity buy-out option. I recall a kind of a
21 brainstorming meeting, where we talked about, you
22 know, what is the City's appetite? You know,
23 what's informing these decisions or these
24 recommendations?

25 I recall, you know, some reluctance or

1 some -- not reluctance; some constraints that were
2 real around the City being able to pay additional
3 equity as an option potentially for 30 more years,
4 as being a real constraint in figuring out what to
5 do.

6 So, I think one of the reasons why we
7 brainstormed was, you know, absent having unlimited
8 budget, or a big budget, to deal with the
9 extension, we had to -- we were tasked with looking
10 at other options that could work.

11 KATE MCGRANN: If you recall anything
12 beyond what you've explained, what do you recall
13 the discussion being around the loss of the
14 lenders' risk in the options that are being
15 considered, and the impact that may have on the
16 project?

17 JOHN TRAIANOPOULOS: I think there was
18 consensus that it's a real -- it's a real downside
19 of any option that takes out debt. There was the
20 risk -- an entire procurement around having a DBFM,
21 so I think everyone agreed that that's something
22 that's a con in any of these options that take them
23 off risk. There was broad consensus around that
24 point.

25 KATE MCGRANN: From everybody involved

1 in the discussion?

2 JOHN TRAIANOPOULOS: I believe so. I
3 think it would be hard to refute that taking on
4 project debt, paying a premium for it for 30 years,
5 and then undoing it is a con in some ways.

6 As we said earlier, P3 debt is more
7 expensive than what the City, in our case the
8 Province, can borrow at. So you're paying a
9 premium for something. If you undo the risk
10 transfer that comes with that something, if you
11 believe in it, then that's, for sure to me, a con.

12 KATE MCGRANN: Were you involved in any
13 discussions around the potential additional
14 information or leverage that the City would gain
15 through stepping into the shoes of the lender?

16 JOHN TRAIANOPOULOS: Information, in
17 terms of, like, access to reports and things like
18 that?

19 KATE MCGRANN: That's a good example,
20 yes.

21 JOHN TRAIANOPOULOS: Yes. When I
22 learned about this, and talked to -- so I talked to
23 Brian -- I talked to Brian Guest about this in
24 other conversations, because he's an active advisor
25 on Metrolinx projects, for example. That was

1 something that he did -- that came up, that he
2 communicated as a benefit. So I'm aware of that,
3 you know, the assignment of all the rights,
4 security, and reporting that lenders get, that the
5 City didn't get, would have been a benefit they
6 saw.

7 KATE MCGRANN: Did you or anybody at IO
8 have any concerns about the impact that may have on
9 the partnership agreement created by the
10 arrangements that were put in place at the outset
11 of the project?

12 JOHN TRAIANOPOULOS: No. Again, I
13 think it's fair to say that we weren't -- as this
14 got more and more detailed and the structuring
15 happened, we weren't as involved. So the answer to
16 that is, no, I'm not aware of anything there.

17 KATE MCGRANN: Okay. And during the
18 time that you were involved in the brainstorming,
19 were there any concerns about the potential impact
20 that the change in relationships, change in
21 dynamics, may have on the project as it was put out
22 together at the outset?

23 JOHN TRAIANOPOULOS: Nothing specific
24 on a relationship point of view that I can recall.

25 KATE MCGRANN: Change in dynamics,

1 change in power balance, anything like that?

2 JOHN TRAIANOPOULOS: Not that I recall,
3 no.

4 KATE MCGRANN: Thank you.

5 LIZ MCLELLAN: So, are you aware of the
6 liquidated damages clause in the Project Agreement
7 that requires that failure by RTG to a Project Co
8 to meet or achieve the RSA date result in RTG being
9 liable to pay liquidated damages to the City?

10 JOHN TRAIANOPOULOS: I recall a single
11 liquidated damage for being late. I can't remember
12 the amount, but it does sound familiar, yes.

13 LIZ MCLELLAN: And is this a standard
14 clause that's included in all project agreements?

15 JOHN TRAIANOPOULOS: No, it's not
16 standard.

17 LIZ MCLELLAN: And does IO typically
18 recommend the use of liquidated damages to
19 incentivize project companies? Or is that a
20 recommended course?

21 JOHN TRAIANOPOULOS: I think it has
22 been more recently, so I'm going to answer this,
23 it's a bit grey in my own memory. I think
24 historically, like back in -- you know, in the
25 earlier years, we didn't have a lateness liquidated

1 damage.

2 My understanding right now of what we
3 do is we have an indemnity for not reaching
4 substantial completion on time, and then we've
5 quantified kind of a daily charge of what we would
6 collect against. So I think it's become more
7 standard to quantify and inform proponents of what
8 this is going to cost if you're late, but the
9 one-time material damage for being late is not as
10 common.

11 LIZ MCLELLAN: And why wasn't this type
12 of provision as common back when the Project
13 Agreement was entered into? Or why wasn't this a
14 recommended course at that time?

15 JOHN TRAIANOPOULOS: I think the
16 difference with Ottawa LRT, or just transit
17 projects, is that being late has real material
18 financial consequences for the owner in this case,
19 so the City. They would have had to mobilize their
20 operators, they would have had to train their
21 operators and have people there, so there's a
22 pretty big financial consequence of doing so.
23 Unlike in the social project where, yes, it's
24 unfortunate if a hospital or a courthouse or a jail
25 is late; it doesn't have the same sort of order of

1 magnitude cost impact of a transit system being
2 delayed.

3 I think that was -- if I recall, it was
4 the main driver of doing something around having an
5 LD for completion, because the City had real
6 operational costs to itself for that date being
7 breached.

8 LIZ MCLELLAN: Were you surprised when
9 you saw the liquidated damages provision and became
10 aware of it, because it wasn't common at the time?

11 JOHN TRAIANOPOULOS: No. I wouldn't
12 say I was surprised. I think we could understand
13 why there would be an LD. I don't recall, really,
14 the amount. I just remember -- for some reason,
15 one million is in my head, and so is five. So, I
16 don't know if you know the amount, but...

17 LIZ MCLELLAN: Did IO recommend that
18 City take this route?

19 JOHN TRAIANOPOULOS: I can't recall if
20 we recommended it or didn't.

21 LIZ MCLELLAN: And what's the impact on
22 the proponent through the use of a liquidated
23 damages clause?

24 JOHN TRAIANOPOULOS: Well, it's another
25 cost that may or may not materialize. So,

1 depending on the bidder and their risk appetite,
2 some would theoretically price this in, or part of
3 it in, and some would be more aggressive and assume
4 they'll be on time and not price it in. Just like
5 any contingency in the contract, it comes down to a
6 personal -- it comes down to risk tolerance in
7 their own pricing mechanics.

8 LIZ MCLELLAN: And then what's the
9 practical implication that when the project is
10 actually underway and there's a delay event and the
11 Project Co incurs having to pay these liquidated
12 damages? What are the risks?

13 JOHN TRAIANOPOULOS: Well, it depends
14 if the LD moves with the delay event or not. So,
15 if it's written such that the delay event is
16 recognized and schedule substantial completion
17 shifts, then I would assume the LD wouldn't apply.

18 If the LD applies no matter what, then
19 that would be, at least in my view, a harder risk
20 to take because there's often delay events on
21 projects.

22 LIZ MCLELLAN: And are you aware of the
23 different payments between the City and the lender,
24 in terms of liquidated damages from RTG or how
25 those mechanisms work?

1 JOHN TRAIANOPOULOS: Not at all, no.

2 LIZ MCLELLAN: Are you aware of the
3 City's response to RTG's request regarding reducing
4 the amount of liquidated damages paid by OLRT-C to
5 RTG to give some relief to the subcontractors?

6 JOHN TRAIANOPOULOS: Not aware of that
7 at all.

8 LIZ MCLELLAN: So IO was not consulted
9 on that?

10 JOHN TRAIANOPOULOS: No.

11 LIZ MCLELLAN: Okay.

12 JOHN TRAIANOPOULOS: Not that I know
13 of, not that I recall.

14 LIZ MCLELLAN: Okay. And I think we
15 talked a little bit about this before, but are you
16 aware of what led to the City's decision to
17 discontinue their relationship with IO?

18 JOHN TRAIANOPOULOS: No. I'm not --
19 I'm not really aware of exactly what happened
20 there. I don't know if this is -- I'm not aware,
21 no. I don't know exactly what happened.

22 I think, if I had to -- I don't want to
23 disrespect anybody, but my sense is that IO didn't
24 necessarily have a firm role and the City could
25 also procure Stage 2 without IO, so it wasn't

1 necessarily a must have. I don't know exactly what
2 happened, as to why we were working with them and
3 then not.

4 LIZ MCLELLAN: And I think you spoke to
5 this as well, but how was this decision or the end
6 of the engagement with the City communicated to
7 you?

8 JOHN TRAIANOPOULOS: I recall just a
9 phone call from Ehren Cory, just saying that we're
10 no longer going to be working on the Ottawa LRT.
11 And he was the head of my division, so that's --
12 that was that for me.

13 And then, similarly, Rob Pattison and
14 I, who worked on the first one, it was similar
15 communication from him to me. It was consistent
16 with what Ehren told me.

17 LIZ MCLELLAN: And obviously IO's
18 engagement was different on this role, in terms of
19 an advisor capacity, but did IO have to advise the
20 Province that the engagement had ended?

21 JOHN TRAIANOPOULOS: I don't know.

22 LIZ MCLELLAN: Okay. Can I ask for
23 just a 3-minute break, until 4:40, just to his
24 clear up a few things, and then we'll get going
25 again at 4:40?

1 JOHN TRAIANOPOULOS: Okay.

2 LIZ MCLELLAN: Thank you.

3 -- RECESS TAKEN AT 4:37 P.M. --

4 -- UPON RESUMING AT 4:40 P.M. --

5 LIZ MCLELLAN: We can go back on the
6 record.

7 What major changes have occurred as a
8 result of IO's engagement on the LRT, in terms of
9 approach?

10 JOHN TRAIANOPOULOS: Approach in a
11 procurement, or...?

12 LIZ MCLELLAN: Procurement, engagement
13 with, you know, any company that's looking to enter
14 into a P3 that's similar to this project; like,
15 what has informed IO's approach generally as an
16 advisor?

17 JOHN TRAIANOPOULOS: Oh, as an advisor.
18 I think one of the things that we're advising, for
19 example, on another city project here in Toronto,
20 one of the lessons learned, or maybe not -- just
21 good practice is to just really clarify our role,
22 authority, governance, etcetera, so there's
23 continuous improvement around ensuring that when
24 we're not a signing authority or an agent, that,
25 you know, there's very clear roles and

1 responsibilities around these advisory mandates.

2 LIZ MCLELLAN: And what changes were
3 there to the Project Agreement templates that you
4 had going in and then coming out of the project?

5 JOHN TRAIANOPOULOS: Okay. So, one,
6 from the project financing perspective is we do
7 have some more clear language, I would say, on how
8 to deal with system expansions.

9 So one lesson learned was to, you know,
10 in respect of lender consent, for example, that we
11 talked about, is to get a bit more prescriptive and
12 formulaic about how this will actually work.

13 So the Hurontario LRT is a good example
14 where we have a system extension scheduled to the
15 Project Agreement, where we outline the conditions
16 and principles around what a negotiated extension
17 would be with lenders, that has a knock-on effect,
18 then, of -- since it's in the Project Agreement, it
19 forced lenders to write their credit terms with
20 this mind, so that the consent is -- we call it
21 "hardwired consent." So, as long as these
22 conditions are met, they can't really say, "No,"
23 which is a benefit for all of us who want to expand
24 the system in the future for other projects. It's
25 a bit of a lesson learned, I think.

1 LIZ MCLELLAN: So the debt swap
2 situation changed to -- sorry, resulted in a change
3 to the Project Agreement to maybe avoid the
4 situation of the owner of the project entering into
5 the shoes of the lender?

6 JOHN TRAIANOPOULOS: I think it's fair
7 to say that some of the Ottawa experience, and what
8 we know about it and have heard about it, prompted
9 us to do more, get more clear on system extensions,
10 especially in respect of financing.

11 You know, and we recognize that transit
12 systems by nature expand over time, different -- so
13 we need to make sure that our project agreements
14 are flexible to accommodate that and to at least be
15 clear with the market upfront of what it means to
16 expand the system and what it might cost us in
17 those scenarios.

18 So, for example, Hurontario, as I
19 mentioned, gets into a set of principles and
20 formulas around equity sizing and things like that,
21 to be clear of what we're going to -- what we
22 intend to do.

23 LIZ MCLELLAN: And is that in an effort
24 to stay away from -- or not stay away from, but
25 prevent the discussion around even if the owner

1 should step into the lenders' shoes, then, because
2 it's already clearly in the Project Agreement what
3 will happen?

4 JOHN TRAIANOPOULOS: It's to facilitate
5 consent. So I characterize it as it's a clear
6 path, eyes-wide-open path, to consent that's
7 documented well in advance of even thinking about
8 the expansion. So it's an enhancement from that
9 point of view.

10 We don't -- we don't contemplate a debt
11 swap when we first -- like, it's not something
12 that's in our minds to place that debt in that and
13 take it out later; that's not, in my view at least,
14 the best practice. I wouldn't say it's necessarily
15 a reaction to debt swap, but it's a lesson learned
16 in transit generally, to make sure that the
17 agreements just contemplate expansion. And it puts
18 clarity on our side, too, what to expect from a
19 budgeting point of view as well.

20 LIZ MCLELLAN: So is that situation,
21 then, unusual to you? Like, that wasn't
22 necessarily something that you'd seen happen
23 before?

24 JOHN TRAIANOPOULOS: I have never seen
25 a debt swap in a P3, at least within Ontario; I've

1 never seen one, no.

2 LIZ MCLELLAN: And have you seen that
3 happen since?

4 JOHN TRAIANOPOULOS: No.

5 LIZ MCLELLAN: Have you seen an
6 industry move away from the complete transfer of
7 risk to a private partner, following what happened
8 on the LRT?

9 JOHN TRAIANOPOULOS: When you say
10 "transfer of risk," there's many risks. So, in the
11 Project Agreement, I would say that some of the LRT
12 experience we're having now, projects that have
13 recently either closed, some of the subways, which
14 are not LRTs but are transit systems, I'd say it's
15 fair to say there's a general market push to guard
16 against some of the risk transfer that we desire.
17 These are big, complicated projects. I think it's
18 fair to say that the experiences between, you know,
19 not just Ottawa but other cities in other
20 jurisdictions have also had some transit delays and
21 issues, is informing that view. So, between IO and
22 Metrolinx, for example, we're mindful of that.
23 It's not to say we don't want to keep transferring
24 risks, and, you know, that is the model that, with
25 the P3 and with financing comes the presumption of

1 some risk transfer; otherwise we shouldn't do them.

2 But I think it's fair to say that some
3 of the recent experiences between some of the
4 harder projects is informing the market view. And
5 they are a little less reluctant to take on some of
6 the risks, say, today, than they were ten years
7 ago; I think that's a fair statement, in my opinion.

8 LIZ MCLELLAN: Have you seen an
9 industry move away from milestone payments and the
10 use of milestone payments?

11 JOHN TRAIANOPOULOS: Somewhat.
12 Milestone payments have been used at IO before.
13 They tend to require the completion of an actual
14 asset or something you can certify as tangible.
15 So, they can work from that perspective, if you
16 want to drive completion of that event or that
17 building on a hospital, for example, if it's, say,
18 two different towers. So we -- we still use what
19 we call milestone payments, but we don't
20 necessarily as much now tie them to specific
21 completion events. But we always need to use some
22 payments during construction in transit because the
23 projects are just too big. You can't finance 5, 6,
24 \$7 billion in the capital markets; it's too big and
25 too expensive.

1 So we're always going to have some
2 element of payments during construction. Just how
3 you structure them is moving more towards a -- like,
4 a progress payment, earned value mechanic, in
5 general, I'd say.

6 LIZ MCLELLAN: And do you think that's
7 because of past projects and the results? Or do
8 you think that's just a change in the industry
9 generally?

10 JOHN TRAIANOPOULOS: I think it factors
11 in a couple of things. One is, you know,
12 administrative ease as well. Like, we try to now
13 structure payments that flow through a regular
14 process. So, for example, what we do at IO, what
15 we call construction period payments, is the
16 lenders flow in money at a certain ratio, we just
17 piggyback off of their processes and match. So we
18 did it more for administrative reasons.

19 I still think there is some merit in
20 using milestone payments; again, if you care about
21 those specific events and you want to drive some
22 incentive to get to completion.

23 On the flipside, from a bidder's point
24 of view, milestone payments introduce the pressure
25 and the strain of having a payment conditional upon

1 completing that event. So, from a risk point of
2 view, from their side, I can see why they wouldn't
3 like them as much because it introduces potentially
4 more LDs. You know, as you're missing those
5 events, you're not able to retire your debt with
6 that payment, so you're at higher risk of having
7 more LDs and more missed milestones.

8 So I could see them -- we take that
9 feedback as well, right? If they get concerned
10 about risk pricing and LDs, we would factor that
11 in. That's one of the reasons why we moved more to
12 an earned value mechanic, and you just kind of pay
13 based on percentage completion. It's a bit more
14 simpler to administer and easy to understand for them.

15 LIZ MCLELLAN: And I guess a bit more
16 predictable, obviously?

17 JOHN TRAIANOPOULOS: I would say so.
18 It's just based on pure progress. So it follows
19 that if you're proceeding well, you're being paid
20 according to your curve; if you're behind your
21 curve, you're not being paid. It's that simple.

22 So I think there's, like, the
23 percentage completion approach versus, you know,
24 having a set number of events and trigger payments
25 for those events. Again, I would say -- what I

1 would personally recommend, if you have, you know,
2 one or two milestones right now that are
3 significant, that are trying to drive completion
4 events -- so, a good example would be a two-tower
5 hospital where you have two occupancy dates; that
6 would be a good example of where we would still
7 recommend the use of milestones.

8 But I think it's fair to say, since
9 Ottawa, I don't think we've used the same approach
10 since. And it doesn't mean, in my view, that it
11 was necessarily wrong or anything, it's just
12 there's other ways to do it that achieve similar
13 objective of reducing financing costs. It's really
14 just a tool to reduce financing costs; just how you
15 get there can be different.

16 LIZ MCLELLAN: So, obviously, with the
17 benefit of hindsight, do you think that there's
18 anything that could have been done on the project
19 differently, with respect to your area or just
20 generally?

21 JOHN TRAIANOPOULOS: I think, with the
22 benefit of hindsight, a bit more focus on system
23 extension, like we've done, would be -- would have
24 been beneficial, just to clarify exactly how it
25 will work.

1 That's the one that comes to mind,
2 because it is something that we developed in other
3 projects, starting in Eglinton Crosstown.

4 So, in hindsight, if we could go back,
5 I think we would develop a dedicated system
6 extension regime and get some of the prewired
7 consent that we get in other projects.

8 LIZ MCLELLAN: So, is there anything
9 that we have not discussed today that you feel we
10 should have touched on or that you wanted to cover?

11 JOHN TRAIANOPOULOS: No. There isn't, no.

12 LIZ MCLELLAN: So, part of the process
13 is that we are asking witnesses to provide
14 recommendations, if they have any, for the
15 Commissioner's consideration.

16 Do you have any recommendations that
17 you have that we should provide to the Commissioner or...

18 JOHN TRAIANOPOULOS: No, not really. I
19 think you've covered most of the -- at least from
20 my world, most of the points that were relevant to
21 the procurement.

22 LIZ MCLELLAN: Well, thank you very
23 much for your time today.

24 -- Concluded at 4:53 p.m.

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATE

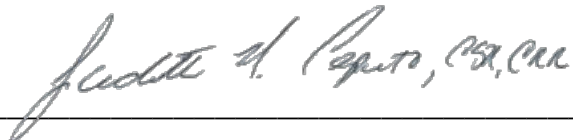
I, JUDITH M. CAPUTO, RPR, CSR, CRR,
Certified Shorthand Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein set
forth; at which time the interviewee was put under
oath by me;

That the statements of the presenters
and all comments made at the time of the meeting
were recorded stenographically by me;

That the foregoing is a Certified
Transcript of my shorthand notes so taken.

Dated this 12th day of May, 2022.



NEESONS, A VERITEXT COMPANY

PER: JUDITH M. CAPUTO, RPR, CSR, CRR

WORD INDEX

< \$ >

\$0 82:14
\$100 96:7
\$2 38:23
\$300 34:21, 24
38:25
\$7 122:24
\$80 76:6 80:20,
21

< 1 >

1.7 39:1
100 81:18
82:24 96:13
104:11
101 27:17
104:17 3:16
105:1 3:16
11 1:5
11th 1:12
120 96:12, 18
12th 127:15
130 96:18
140 96:18
15 34:10, 11, 12,
16, 22 35:5
36:3, 11, 12

< 2 >

2 91:21, 25
92:2 93:10
98:13, 14
102:13 103:14
115:25
2:01 1:13 4:1
20 96:9
2007 7:25
2009 5:13 9:3
2011 23:6
2013 28:6
2016 99:16
2022 1:5, 13
127:15
28 37:13

< 3 >

3:29 73:9, 12
3:40 73:10, 13
30 69:3 108:3
109:4
300 33:20, 21,
23 35:5, 17, 18

30-year 26:22
32:14 105:22
33 5:12, 25
3-minute 116:23

< 4 >

4:37 117:3
4:40 116:23, 25
117:4
4:53 1:13
126:24
40 66:12
400 33:21
35:12, 17, 18
42 66:10, 12
450 65:21 68:24

< 5 >

5 6:2 122:23
50 65:20, 22
66:10 68:20, 23,
25 69:3
500 68:24

< 6 >

6 5:12 122:23
60 67:4, 5 69:4

< 7 >

7 5:25

< 8 >

80 82:15

< A >

ability 49:6
77:19, 20
absence 107:4
absent 108:7
absolve 53:23
absorb 93:24
96:4, 9, 14, 24
97:1
absorbed 58:5
abysmal 56:12
accept 82:23
accepting 47:18
access 45:2
106:7 109:17
accommodate
119:14
accomplished
36:17
account 54:15
accrue 57:15

achievability

68:4
achieve 111:8
125:12
achieving 31:3
48:5
acquire 100:18
Act 5:13 6:1, 3
45:25
acted 17:7
acting 16:24
17:3
actions 106:17
active 23:14
83:7 92:22
109:24
acts 16:4 99:23
actual 70:16
98:17 122:13
ad 25:12
add 8:13, 15
adding 14:16
addition 84:24
98:7 105:20
additional 38:12
98:23 108:2
109:13
address 86:14
adds 14:16
adhering 88:10
90:20
adjust 43:1
44:20 53:21
adjustment
76:2 80:20
82:15
administer
124:14
administrative
123:12, 18
advance 120:7
advice 16:8
18:24 20:22
21:14 22:6, 17
25:16 44:15
51:16 79:15, 16
80:4, 12 83:4,
22 84:6, 13, 15,
21 86:3, 4, 18,
20 87:13, 16, 22
89:17 90:7, 10,
15 92:6 101:8
103:20
advise 7:20
9:20 33:8 74:5

79:19 87:20
104:18 116:19
advised 6:1
advising 16:10
30:4 117:18
advisor 8:18
12:18 17:6, 11
19:16, 21, 23
20:10 21:4
62:22 72:20
80:5 81:5 86:9
87:17 107:10
109:24 116:19
117:16, 17
advisors 8:17
19:2, 4, 11, 18,
21 20:2, 4, 21
21:9, 15 28:23
30:1 43:22
44:16 45:17
47:22 74:4
81:6 83:24, 25
84:1 86:4
105:21
advisory 10:4
31:12 118:1
advocate 35:9
AFFIRMED 4:3
6:11
afford 34:6, 18
affordability
14:15, 22 15:7,
15, 20, 23 33:11,
12 35:20, 24
36:4, 6, 9, 15
76:9, 10
afraid 19:16
after 4:24 6:25
13:10 25:13
26:17 36:22
62:19 103:3
afternoon 4:4
agencies 95:24
97:10
agent 16:4, 20
17:4, 10, 24
18:17 117:24
aggressive
86:12 114:3
ago 9:10 24:9
122:7
agreed 108:21
agreement
16:12, 15 18:16
26:10, 25 28:5

42:11 44:2
45:15 64:1
74:10 88:11, 13
89:19 90:21
93:9 98:2, 14,
17 99:1 110:9
111:6 112:13
118:3, 15, 18
119:3 120:2
121:11
agreements
111:14 119:13
120:17
ahead 10:1
77:7
aids 29:24
airport 6:20
allocation 43:11,
21
allow 52:21
70:15
allowed 62:14
allows 72:22
amend 93:9
98:13
amending 28:5
amount 33:17
35:19 94:12
111:12 113:14,
16 115:4
answered 17:16
35:8
answering 89:14
anticipate 22:22
anybody 41:11
53:23 87:14
110:7 115:23
anymore 102:17
103:3
anyways 36:1
58:13
Aon 72:20
apologize 19:17
104:11
appear 3:16
appended 5:10
appetite 81:24
94:9 107:22
114:1
applicable 69:24
application 66:3
applied 31:18
56:16
applies 114:18

<p>apply 64:17 67:2 114:17 appreciated 85:12 approach 76:15, 20, 22 95:11 117:9, 10, 15 124:23 125:9 appropriate 11:7 32:4 approved 59:20 71:8 Approximately 99:12 103:4 area 7:10 48:15 49:12 66:20 90:3 125:19 areas 8:9 21:12, 21 44:11 69:24 arrangements 110:10 arrived 34:1 as-is 75:7 asked 5:15 9:5 10:21, 22 23:10 26:19, 23 41:7 asking 54:19 57:1 59:23 86:22 126:13 aspect 24:14 59:11 67:18 73:16 74:9 85:18 86:11 aspects 21:10 63:25 103:15 assessed 57:15 assessment 12:1, 7 13:2, 15 asset 41:13 43:5, 18 44:9 122:14 assign 68:21 assignment 110:3 assist 30:19 assume 33:6 64:2 92:21 114:3, 17 assumed 98:4 assuming 37:4 60:16 67:9 91:3 assumptions 75:16</p>	<p>assurances 96:11 attend 25:10 attended 62:13 attending 1:12 attributed 99:3 audience 27:25 author 70:6 authority 18:17 37:2 117:22, 24 available 37:2, 8 67:1 avoid 119:3 award 13:11 aware 11:16 21:21 24:24 25:1, 5, 6 28:4 40:17, 19 63:23 70:21 71:25 72:3 76:17 85:5, 6, 10 87:24, 25 88:16, 18, 19, 20 91:14, 15 97:25 110:2, 16 111:5 113:10 114:22 115:2, 6, 16, 19, 20 < B > back 9:2 13:4, 25 14:12 16:2 21:23 26:15 38:8 39:12 40:3 48:7 52:9 56:25 57:2 58:8 67:19 73:9 103:11, 25 104:5 105:10, 14 111:24 112:12 117:5 126:4 bad 54:5 58:11 59:4 badly 55:20 balance 48:11 58:24 111:1 balanced 45:24 47:14 balancing 45:25 ballpark 95:14 Bank 19:6 68:11 83:12</p>	<p>bankable 16:18 83:15 84:10, 25 85:17, 19 bankrupt 48:9 barred 71:12 base 7:10 based 22:18 28:14, 16 41:4 44:2 45:12 60:17 124:13, 18 baseline 75:15 84:5 basically 39:4 52:22 91:5 100:24 basis 5:4 57:16 72:24 83:4 84:12 Batner 2:12 16:22 17:5 71:18 84:11 85:2 104:16, 25 BC 42:13, 15, 18, 19, 20 bear 34:19 78:11 80:18 81:21 beat 48:6 Beaton 81:9 bedding 52:23, 24 53:1, 6, 14, 19, 22 54:3, 9, 15, 25 behalf 9:14 behaviour 35:1, 3 45:22 48:5 58:17 beings 67:2 believe 8:15 11:10, 24 12:22 23:7, 24 42:1 51:11 52:5 60:15 63:21 67:16 75:19 76:6 83:23, 25 87:20 94:1 99:9, 16 103:17 104:10 109:2, 11 beneficial 125:24 benefit 25:13 32:12, 20 106:14 110:2, 5 118:23 125:17, 22</p>	<p>benefitted 32:7 best 9:10 16:15, 16 47:19 70:6 71:4 84:14 120:14 better 44:16 68:13 89:14 93:18 bias 61:20 biased 71:5 bid 47:20 48:1 56:21 62:10, 12 76:6 82:13 84:1 92:16, 17 94:21 biddable 16:17 48:1 74:22 79:7 83:15 84:10, 24 85:17, 19 bidder 61:21, 25 62:15 76:3 82:12 114:1 bidders 43:20 46:24 47:16, 18 48:13 49:2 50:3, 5, 19, 24 53:20 59:24 61:19 62:2, 3, 14 64:1 65:15 66:1, 12 71:13 74:9, 12, 25 75:3 78:13, 15, 18 81:23 82:5, 21 bidder's 75:22 81:24 123:23 bidding 47:19, 23 bids 59:23 62:3 66:18 86:11 big 9:18 28:22 31:19 32:12, 20 34:15, 24 58:23 60:7 79:13 106:1 108:8 112:22 121:17 122:23, 24 bigger 35:24 36:23 37:23, 24 39:14 94:4 97:1 billion 38:23 39:1 122:24</p>	<p>bit 7:24 9:2, 6 11:24 12:5 14:13 16:23 18:11 21:1 27:2, 15, 16 28:24 30:13 36:19 41:12 45:25 48:24 50:23 53:5, 21 60:14 63:8 66:7 67:25 71:16 73:15 97:9 100:16 101:2, 19 103:25 105:5 111:23 115:15 118:11, 25 124:13, 15 125:22 BLG 19:22 blockades 49:16 BMO 19:6, 9, 19 21:5 22:6, 10 43:23 79:17, 19, 20 80:3, 5, 9, 12 83:6 84:25 85:17, 23 86:8 87:14, 22 BMO's 83:4 86:18 board 63:17 bonds 40:13 101:17 borne 79:3 borrow 14:19 38:24, 25 109:8 borrowed 38:22 borrowers 67:13 boss 41:7 bound 22:13 brainstorm 9:22 92:19 brainstormed 108:7 brainstorming 91:13 101:3 102:6, 25 106:24 107:21 110:18 breached 113:7 break 71:20, 22 73:5, 7 116:23 Brian 81:7 107:2, 7, 9</p>
--	---	--	--	--

<p>109:23 bring 31:12 British 41:25 42:17 broad 64:14 108:23 brokers 72:22 brought 17:6, 11 Bruce 81:9 Bucci 55:14 buckets 33:3 budget 14:15 31:14 108:8 budgeting 120:19 buffer 96:23 97:19 bugs 54:16 build 15:1 27:11 29:3 32:10 51:19 building 52:14 53:15 54:14 122:17 buildings 44:3 built 40:24 55:18 built-in 97:16, 19 bulk 75:12 busy 8:22 buy-in 51:5, 8, 9 buying 32:23 100:24 buy-out 107:20</p> <p>< C > calculation 12:24 37:22 83:2 95:17, 21 calibrate 46:16 calibrated 45:19 54:4 call 8:18 11:25 36:22 37:21 45:18 46:17 48:16 50:23 73:20 80:15 82:9 101:16 116:9 118:20 122:19 123:15 called 6:20 7:13 42:18, 19, 20 46:4 50:9 51:23 62:10 63:18 76:1</p>	<p>95:24 99:20 100:2 101:21 calling 48:23 calls 66:25 camp 79:21 86:9 Canada 6:3 41:24 42:6, 8 51:21 52:6 83:9 candid 21:1 cap 14:16 35:24 36:5, 6, 9 56:1 76:9, 10 capable 67:16 capacity 7:5, 9, 16 16:9, 24 17:7 41:8 92:5 116:19 Capital 19:6, 24 34:7, 10, 15 36:6 49:15 56:19 83:10 86:8 99:3 105:13 122:24 capped 55:19 57:20 58:1 capture 84:21 Caputo 2:18 127:3, 19 care 33:3, 4 123:20 cared 63:15 carried 55:22 Carrying 24:21 case 15:13 37:2 57:22 63:13 96:4 109:7 112:18 cash 36:24 39:12 99:24 101:18 105:13, 18 106:9 catastrophic 39:9 category 102:25 caveat 33:10 ceiling 33:11 central 9:14 CEO 10:22 certain 4:14 15:12 17:17 18:18 21:16 23:16 42:10 44:11 78:2 123:16</p>	<p>certainly 11:11 18:23 56:5 86:22 104:16 certainty 30:25 31:1 95:8 CERTIFICATE 127:1 Certified 127:4, 12 certify 122:14 127:4 chain 53:5 59:20 challenge 14:15 50:15 challenges 15:23 21:13 43:1 Chan 26:2, 3 chances 82:11 change 51:17 103:20 110:20, 25 111:1 119:2 123:8 changed 14:23 15:10 119:2 changes 17:18, 25 50:12 51:1, 3, 5 117:7 118:2 changing 31:18 Chaput 29:23 47:8 characterize 79:6 81:20 102:24 120:5 charge 112:5 charged 37:17 98:8 charges 40:8 chase 93:20 check 13:4 60:3 103:11 cheque 35:2 37:24 102:2 cheques 97:1 choose 81:23 82:23 92:13 choosing 30:5 Chris 2:19 circumstances 24:18 cities 121:19 City 7:20 9:6, 18, 20, 24 10:16 13:13 14:2, 9,</p>	<p>14, 19 16:8 17:6, 12 18:9, 22 19:4, 8, 12 20:21 22:11, 18 23:5 26:19, 23 27:2, 21 28:6, 10, 23 29:9, 18, 20, 21 30:4, 12 32:6 33:10, 18, 25 37:3, 8, 12, 19 38:12 39:15 40:13 49:2 53:2, 7, 11 59:1 62:22 63:15 64:1, 14 70:11 74:4, 17 75:8, 10, 12, 14 76:12 77:23 78:13, 19 79:25 80:4, 6, 11, 16 81:7, 12, 13, 17, 20 86:12 87:4, 7 88:5, 8, 17 89:8, 11, 17 90:20 91:3, 4, 5 92:3, 14 94:9 98:12, 19 99:5, 6, 7, 21, 24 100:3, 9, 17, 23 101:7 102:5 103:19 104:9 106:7 107:2, 10 108:2 109:7, 14 110:5 111:9 112:19 113:5, 18 114:23 115:24 116:6 117:19 City's 21:15 31:19, 25 32:5 35:20 51:12, 13 53:8 102:8 107:22 115:3, 16 civil 5:18 36:13 77:9 clarifications 62:7 clarify 117:21 125:24 clarity 120:18 class 43:5, 18 44:9 classic 31:17 clause 89:6 111:6, 14 113:23 clean 66:18</p>	<p>clear 14:14 15:21 18:8 51:10 53:22 57:5 62:16 63:15 65:5 71:13 92:24 97:23, 24 116:24 117:25 118:7 119:9, 15, 21 120:5 clearly 71:12 86:6 120:2 client 16:11 close 13:10 25:14 26:18 36:12 66:1, 13 68:5, 6 69:13 101:17 closed 121:13 closely 90:20 closer 59:6 closing 60:7 coach 62:20 coaching 62:3 co-counsel 4:13 Co-Lead 2:3 6:7 collaborative 4:12 collect 112:6 Colorado 42:2 51:22 52:5 Columbia 41:25 42:18 come 21:6 41:1 50:1, 17 53:19, 20 73:9 comes 11:13 21:23 30:24 43:10 51:23 67:24 109:10 114:5, 6 121:25 126:1 comfort 31:5 38:1 58:10 comforting 31:8 coming 34:3 42:10 46:14, 25 94:17 118:4 commence 4:21 commencing 4:1 comment 30:10 50:11</p>
---	---	--	--	--

<p>commentary 23:12 48:21 49:25 74:9 83:10</p> <p>commenting 12:10</p> <p>comments 50:17, 22, 24 74:15, 25 82:5 127:10</p> <p>commercial 7:21 16:7 22:13 51:15 78:20 81:6</p> <p>commercially 22:5 29:10 50:9 92:25</p> <p>COMMISSION 1:3 2:1 4:18 6:7, 8</p> <p>Commissioner 19:20 61:8, 15 63:7, 19 126:17</p> <p>Commissioner's 70:25 126:15</p> <p>Commission's 4:10, 19, 23 5:3</p> <p>commitment 60:10, 11 68:7, 11</p> <p>committed 11:6 60:9 69:11</p> <p>committee 25:10 59:19 66:16 71:9</p> <p>committees 71:9</p> <p>common 27:10 112:10, 12 113:10</p> <p>communicate 62:1</p> <p>communicated 15:14, 16 53:18 80:5 110:2 116:6</p> <p>communication 26:15 62:18 116:15</p> <p>companies 67:14 111:19</p> <p>company 117:13 127:18</p> <p>comparable 41:21</p>	<p>comparative 28:14</p> <p>compare 65:15</p> <p>compared 17:20 20:6</p> <p>compensated 26:11</p> <p>compensation 37:22 89:25 90:11, 17</p> <p>competent 29:10</p> <p>competitive 86:11</p> <p>competitors 68:1</p> <p>complete 121:6</p> <p>completing 124:1</p> <p>completion 26:21 36:22 39:1 40:7, 14 112:4 113:5 114:16 122:13, 16, 21 123:22 124:13, 23 125:3</p> <p>complex 31:20</p> <p>complexity 32:3</p> <p>compliance 60:3, 6 62:11</p> <p>compliant 60:15 64:22 66:18 82:16</p> <p>complicated 100:17 121:17</p> <p>comply 60:3 63:25 64:7 65:2</p> <p>complying 64:9, 11</p> <p>component 15:1, 2 35:10 36:17</p> <p>compromised 86:13</p> <p>con 104:3 105:19, 25 108:22 109:5, 11</p> <p>concept 99:20, 21 103:24 106:4</p> <p>concern 72:4 106:11</p> <p>concerned 124:9</p>	<p>concerns 50:10 71:23 83:14 84:9 110:8, 19</p> <p>Concluded 126:24</p> <p>conclusion 13:21 35:4 80:19</p> <p>conclusions 13:18</p> <p>condition 75:7 76:23 77:11</p> <p>conditional 123:25</p> <p>conditions 43:10 73:23 75:17 92:16 118:15, 22</p> <p>conducted 13:14</p> <p>confidence 53:10, 16 68:5 86:8 107:6</p> <p>confidential 5:4 50:9</p> <p>confirm 6:10 9:2</p> <p>cons 104:2 105:5, 6 107:3</p> <p>consensus 108:18, 23</p> <p>consent 92:7, 9, 20 93:8 98:6, 8 101:13 118:10, 20, 21 120:5, 6 126:7</p> <p>consequence 112:22</p> <p>consequences 112:18</p> <p>conservative 83:8</p> <p>consider 12:14</p> <p>consideration 54:13 80:2 126:15</p> <p>considered 99:18 108:15</p> <p>considering 81:17</p> <p>consistent 116:15</p> <p>consortium 20:2</p> <p>constantly 46:20</p>	<p>constrained 36:10</p> <p>constraint 33:11, 12, 15 108:4</p> <p>constraints 108:1</p> <p>construction 24:20, 25 25:4, 9, 22, 23, 25 26:18 37:18 72:13, 17, 23 88:22 122:22 123:2, 15</p> <p>consult 26:5 89:18</p> <p>consultation 45:17 90:14</p> <p>consultations 42:14</p> <p>consulted 115:8</p> <p>contact 64:25</p> <p>contemplate 24:12 120:10, 17</p> <p>contemplated 25:2 54:19 75:19, 20</p> <p>contemplating 94:7</p> <p>contemplation 24:25</p> <p>contentious 22:20</p> <p>context 31:19 79:5</p> <p>contingency 58:25 97:17, 19 99:22 114:5</p> <p>continuous 117:23</p> <p>contract 20:13 26:22 28:2 46:25 61:11 114:5</p> <p>contracting 37:2</p> <p>contractor 40:3, 16 96:11</p> <p>contractors 38:18 40:10 68:9</p> <p>contractual 20:14 88:8, 9</p> <p>contractually 20:12</p>	<p>contribute 106:18</p> <p>contributions 10:18</p> <p>control 49:5, 20, 23</p> <p>convenience 100:22</p> <p>convenient 71:19</p> <p>conversation 81:8</p> <p>conversations 10:8 11:2, 15 12:19 26:10 91:16 98:24 107:19 109:24</p> <p>coordinating 18:12</p> <p>copy 43:9</p> <p>correct 5:7 57:10 91:1</p> <p>corrections 4:24 5:2, 10</p> <p>correctly 87:7 106:7</p> <p>corresponding 76:4 93:23</p> <p>Cory 102:14 116:9</p> <p>cost 14:16 32:15, 17 33:4 34:15 36:6 37:25 94:9 96:18 102:1 112:8 113:1, 25 119:16</p> <p>costing 32:19, 21</p> <p>costs 34:10 37:9, 13 39:17 94:24 96:7, 25 97:20 100:1 105:15, 16 113:6 125:13, 14</p> <p>COUNSEL 2:1, 3, 4 4:15 5:3 6:7, 8 104:14</p> <p>counterpart 27:21 29:17</p> <p>couple 9:23 66:14 123:11</p> <p>course 66:16 83:1 88:6 111:20 112:14</p>
---	---	--	---	---

<p>courthouse 112:24 cover 126:10 covered 126:19 created 110:9 creation 55:7 credit 76:5 94:3 98:2 118:19 criteria 31:23 65:10 67:21 68:18 critical 53:15 77:2 Crosstown 7:2 34:11 36:3 126:3 Crown 5:19 16:4, 21 17:4, 10, 24 18:17 CRR 127:3, 19 crystalized 98:2 CSR 127:3, 19 CTP 19:25 20:2 28:22 47:5 culture 43:16 cure 97:6 100:1 current 7:6 curve 48:17 52:19, 21 54:16 124:20, 21 cushion 36:24 cutting 93:20</p> <p>< D > daily 112:5 damage 111:11 112:1, 9 damages 38:19 39:10, 19, 22, 23 40:1, 2, 16, 18 111:6, 9, 18 113:9, 23 114:12, 24 115:4 data 75:10 77:25 78:4 date 9:2 13:4 103:7, 8 111:8 113:6 Dated 127:15 dates 125:5 David 10:23 day 1:12 53:9 84:15 127:15 days 9:3 14:13</p>	<p>day-to-day 18:19 20:15 21:4 51:14 55:15 DBFM 12:24 13:20, 22 14:6 15:12, 13 30:12 32:4 33:3 42:5 52:4, 6, 13 108:20 DBFMs 30:16 DBFOM 41:25 49:1 52:6, 10 deal 7:22 16:16 25:9 27:12 32:24 34:8 35:25 36:24 37:8, 24 39:17 52:8 60:7 66:17 74:22 92:25 94:25 97:20 105:15 108:8 118:8 deals 34:9 debate 74:2 debated 101:2 debates 22:3, 14 70:11, 18 86:3 debating 13:25 debt 37:23 91:3, 4, 6, 10, 14 93:12 98:14, 20 99:4, 10 100:10 101:8, 15, 16, 20, 21 102:20 104:4 106:6 107:4 108:19 109:4, 6 119:1 120:10, 12, 15, 25 124:5 decade 24:9 decided 53:2 90:11 decision 87:6, 8 102:5, 8 115:16 116:5 decisions 32:16 41:16 107:23 declaration 4:10 dedicated 43:12 77:14 126:5 deduct 49:20</p>	<p>deducted 49:11 deduction 48:17 deductions 46:17 48:17, 20 55:18 56:1, 3, 16 58:11, 21, 22 deemed 5:14 deeper 8:7 default 37:1, 15, 25 38:6, 8, 9, 21 39:16 46:21 53:25 54:6 58:13 59:6 96:10 97:3, 4, 5 99:24 105:11, 16 defaulted 37:11 deferred 39:3 deficiencies 37:17 defined 95:25 definitely 30:17 36:9 78:24 80:16 delay 38:14, 17 40:4 114:10, 14, 15, 20 delayed 38:19 113:2 delays 121:20 Delic 2:19 delivered 104:8 delivery 7:18 25:7, 15 51:11 52:4 87:24 89:13 Deloitte 8:17, 22 12:10, 18 13:16 19:3, 9, 19 20:10 21:5 28:20 33:17, 24 34:3 42:9 43:23 45:2, 6 46:22 55:6 Denver 51:22 52:12 department 41:17 depending 114:1 depends 114:13 Deputy 29:18 describe 16:2 95:21 described 54:10</p>	<p>design 15:1 32:8, 9, 16 56:5 57:15, 18, 19 58:15 design-build 39:8 40:3 design-build- finance 6:22 39:8 design-build- finance-maintain 30:6 design-build- maintenance 14:25 desire 21:16 74:16 80:23 121:16 despite 36:6 69:8 detail 105:6 detailed 110:14 details 64:16 90:1 99:11 106:20 determination 20:23 determine 13:12 develop 126:5 developed 126:2 dialogue 42:23 differed 100:23 difference 20:5, 9, 15 22:10 63:21 77:17 112:16 differences 77:9 different 13:25 14:1 16:9, 13, 19 17:23 18:18, 21 20:18 27:25 33:14 43:6 44:9, 10 57:17 63:19 67:10 75:3 88:12 101:19 107:3, 19 114:23 116:18 119:12 122:18 125:15 differentiate 67:25 differently 56:8 125:19 diligence 31:11,</p>	<p>13 98:9 106:3 dinged 55:23 direct 30:8 93:20, 21 95:6 direction 21:16 directly 80:4 91:9 99:5 disagreement 86:16 disagreements 21:14, 24 22:21 86:2 discipline 8:2 discontinue 115:17 discrete 44:8 discuss 65:1 discussed 84:25 85:16 106:24 126:9 discussing 51:20 discussion 52:19 79:1 81:6 102:7, 11 107:16 108:13 109:1 119:25 discussions 22:12, 14 23:16, 19 33:25 45:11 47:9, 15 48:25 49:15 55:17 64:6 78:8, 12, 21 81:1 84:22 91:11, 21 102:20 109:13 dispute 88:23 89:10 disputes 21:13 86:2 88:17, 20 89:7 disqualify 67:6 disrespect 115:23 dissimilar 59:22 division 41:16 116:11 document 45:14 47:14 50:6 84:3 85:10 documented 120:7 documents 3:10, 15 44:8,</p>
--	---	--	--	---

16 45:3 51:2
73:1 94:3
doing 7:24
15:13 23:10
29:4 42:3
64:20 67:12
86:9 98:21
105:1 112:22
113:4
dollar 58:11
dollar-for-dollar
94:22
dollars 57:18
82:10 85:21
doomsday 38:3
double 94:23,
24, 25
downside
108:18
draw 41:21
68:11
drill 8:8 78:2
drive 34:20
122:16 123:21
125:3
driven 84:9
driver 113:4
drives 65:18, 23
drove 65:23
due 15:7 31:11
98:9 106:3
dynamics
110:21, 25

< E >

Eagle 51:22
earlier 35:14
89:22 109:6
111:25
early 9:3, 4
10:3, 12, 13
12:12 13:9
14:4, 13 91:10
92:12
earned 123:4
124:12
ease 123:12
easier 77:22
easy 29:11
124:14
eat 58:8
educate 26:19
27:25
educated 43:17
educating 9:24

education 9:7
27:2, 17 43:5
effect 118:17
effectively
37:21 56:23
57:19 100:17
103:22 104:5
efficiency 32:15
efficient 9:16
85:24
effort 119:23
Eglinton 7:2
34:11 36:3
126:3
Ehren 102:14
116:9, 16
electric 32:23
element 70:21
123:2
elements 8:5
21:18 65:21
e-mail 26:15
103:11
empowered
18:24
ended 48:23
102:17 116:20
energy 32:14,
18, 25
enforce 28:2
45:22
enforces 46:9
engaged 61:23
92:3
engagement
92:14 116:6, 18,
20 117:8, 12
enhancement
120:8
ensure 71:1
ensuring 117:23
entail 45:11
enter 4:18
117:13
entered 4:24
5:4, 9 23:6
28:5 112:13
entering 23:21
119:4
entire 46:1
58:8, 18 59:4
77:23 108:20
entirely 35:2
80:1 83:5 84:9

entirety 19:15
56:18
environmental
77:12, 13
equation 105:7
equity 25:18
37:23 57:3
67:14 93:24
94:5, 12, 25
95:11, 13, 17
96:3, 16, 17, 19,
20 97:1, 12
98:23 99:2, 21,
23 100:5, 18
102:2 106:5
107:20 108:3
119:20
equity's 97:5
equivalent 42:13
errors 5:8 60:5
escalated 87:3
escalation
67:23 86:16
especially
25:17 73:25
119:10
essentially 7:15
establish 5:17
established
31:21
estimate 94:17
estimated 94:11
etcetera 25:11
31:13, 15 32:18
50:11 67:17
77:13 92:17
117:22
evaluated 59:13
68:7
evaluation 18:5,
10 59:11, 15, 18
60:19 62:6
65:10, 13 66:7,
16 68:1, 18
71:8 76:7
evaluations
60:1, 25
evaluator 59:14
evaluators
18:12 59:12
67:1
event 38:14
49:8 64:25
89:25 90:12, 17
91:8 96:10

97:2 99:23
114:10, 14, 15
122:16 124:1
events 39:16
49:8, 20 114:20
122:21 123:21
124:5, 24, 25
125:4
eventual 27:20
eventually 10:4
26:20
everybody 73:8
108:25
evidence 4:9,
19, 25 5:5, 9, 21,
24 6:3 47:19
evolved 30:15
exactly 12:5, 16
14:22 15:10
33:3 36:12
63:15, 21 71:3,
11 80:14 81:24
82:6 85:22
97:19 98:18
99:11 115:19,
21 116:1 125:24
example 8:17
18:2 27:20
34:12, 25 36:2,
25 39:2 43:10,
23 44:24 49:14
57:4 59:15
62:2 68:13
69:10 71:7
79:17 82:12
90:19 96:6
109:19, 25
117:19 118:10,
13 119:18
121:22 122:17
123:14 125:4, 6
exception 21:7
excuse 49:7
excusing 49:8
executive 87:8
exercise 13:11
60:14
EXHIBITS 3:1
existing 99:8
expand 92:9
93:4, 22 101:25
118:23 119:12,
16
expansion 92:4,
21, 22 120:8, 17

expansions
118:8
expect 85:23
94:25 105:2
120:18
expectation
56:16 93:16
expecting 40:12
93:21
expensive
14:18 33:13
109:7 122:25
experience 6:14,
15 7:24 17:21
29:12 41:5, 9,
12 43:24 64:5
67:12 79:22
119:7 121:12
experiences
26:6 121:18
122:3
expert 86:7
expertise 28:10,
21 46:8 47:2
explain 105:5
explained 11:12
102:6 106:25
108:12
explore 74:17
exploring 99:13
102:24
Express 6:21
41:10
extend 92:13
extension 91:12
108:9 118:14,
16 125:23 126:6
extensions
119:9
extent 17:17
76:2 102:4
extra 94:9 95:1
eyes 71:10
eyes-wide-open
120:6

< F >
faces 20:16
facilitate 120:4
fact 16:3 49:3
77:5 90:11
93:16
factor 67:23, 24
124:10
factored 32:18

factors 66:22 123:10 factual 90:14 fail 67:5 69:4, 6, 15 failed 47:19 failing 46:20 fail-safe 69:10 failure 46:17 57:14 63:24 64:6 111:7 fair 20:19, 25 45:19 48:3 49:20, 23 62:2, 23 63:16 71:1 74:13 104:6 106:21 110:13 119:6 121:15, 18 122:2, 7 125:8 fairly 15:12 28:25 61:20 69:16 Fairness 19:20, 21 61:8, 15 63:7, 19, 20 70:24 71:24 faith 86:8 familiar 20:16 24:14 61:8 63:21 64:3, 16 69:21 72:7, 18 111:12 favour 106:8 favourable 13:21 fearful 86:10 fee 56:20 96:8 98:8, 9 feedback 23:18 48:13, 16 50:6 70:3 124:9 feel 16:12 18:21, 23 20:18 28:10 29:6, 8 47:13 86:19 126:9 feeling 15:6 53:13 feet 77:18 felt 18:24 32:4 41:11 62:20 figure 52:8 88:25 93:5	104:17, 18, 20 figuring 108:4 file 8:1 26:1 final 46:25 102:8 Finance 7:13, 14 8:19 18:4, 9, 20 19:7, 8 20:4 21:1, 3, 12, 20 22:5 27:21 33:12 34:16, 18 61:6 79:9 122:23 financeable 74:23 financed 16:17 32:12 financial 13:10 18:5 20:9 25:13 26:18 31:10 40:21 48:8 59:10, 13 60:4, 18 65:13, 16, 21, 24 67:11 68:6, 24, 25 69:13 82:2 93:8 94:20 112:18, 22 financially 38:14 49:11 financier 31:6 financiers 22:19 financing 7:21 8:5 14:16, 18 15:3 21:18 28:19 33:8, 14, 17 35:10 36:16, 20, 21 38:2 65:22 66:2, 6 68:4, 10 69:11 102:1 118:6 119:10 121:25 125:13, 14 Finch 7:1 find 37:15 40:20 84:17, 18, 23 104:21 fine 14:3 38:7 85:7 firm 11:11 87:20 97:13 103:1 115:24 Fishbein 55:15 fit 31:22 fix 97:6	flag 60:6, 12 66:15 84:18 flexible 119:14 flipping 100:25 flipside 123:23 flow 71:19 123:13, 16 flows 101:18 flyer 69:12 focus 49:12 125:22 focused 48:4 foggy 14:13 follow 17:17 21:20 36:19 60:22 71:4 followed 3:11 31:25 68:18 72:4 following 3:10, 16 24:13 47:14 65:10 121:7 follows 96:25 124:18 follow-up 4:15 17:15 83:3 force 101:22 forced 118:19 forceful 50:22 forecast 37:13 foregoing 127:5, 12 foremost 31:7 forget 19:16 forgive 42:12 forgot 6:4 form 22:17 28:13 39:14 44:17 45:3 50:25 74:19 75:15 87:18 formal 30:14 46:3 86:16 88:23 90:9 formally 12:3 formed 19:9 41:14 44:8 forming 45:16 formula 56:3 66:3 94:19 formulaic 97:22 118:12 formulas 94:2 119:20	formulated 10:4 formulation 9:12 forth 26:15 127:7 forward 20:23 found 29:9 frame 12:20 framework 60:20 65:11 68:2 free 68:21 fresh 55:21 57:10, 11, 14 58:2 front 85:3 fulfil 105:24 full 6:18 56:15 70:16 fully 39:6 53:9 function 34:5, 6 105:24 106:21 fund 99:22 100:3 funding 10:18 11:6, 13 funds 37:20 38:12 40:15 funny 48:24 future 37:8, 25 118:24 fuzzy 9:2 90:2 < G > gain 109:14 game 31:10 34:7 36:23 49:23 103:22 105:18 gaps 78:7 gate 76:10 gathered 75:11 geared 65:17 general 26:12 89:9 90:18 95:18 121:15 123:5 generally 8:23 11:4, 21 16:2 17:2 20:5 57:22 70:9 72:21 88:11 117:15 120:16 123:9 125:20 generated 13:22 14:7	generic 22:2 72:16 gentleman 47:3 geotech 74:5, 7, 18 75:4, 6, 10, 15, 16 76:3, 11, 12, 23 77:1, 4 78:3 79:12 80:17 83:5, 18 86:20 87:1, 6, 17 geotechnical 22:4, 24 73:15, 18, 22 74:25 75:12 76:16 77:12 78:9 81:2 84:5 86:7 Gerry 29:23 47:8 get-go 10:6 give 18:24 44:24 60:17 67:3 68:19 70:19 80:2 82:13 84:14 90:15 95:14 115:5 given 5:6, 19 23:12 84:16 93:13 gives 53:21 giving 5:24 12:12 86:20 90:9 Golder 87:17 Good 4:4 14:21 18:22 27:11 30:12, 16, 22 31:2 42:22 57:6 60:21 66:9, 11, 18 83:8 85:22 93:2 109:19 117:21 118:13 125:4, 6 go-to 29:19 governance 18:1, 8 71:6 117:22 governs 60:20 great 8:10 84:20 85:7 95:22 grey 111:23 ground 5:15
---	---	---	---	--

group 7:7, 13, 15 9:14 20:12 21:1 46:3, 4
growing 43:1
grows 93:14, 15
guaranteed 105:23
guard 121:15
guess 63:6 71:9 78:15 82:17 83:8 85:4 124:15
guessing 15:8
Guest 81:7 107:10 109:23
guidance 62:1
guide 62:20

< H >
half 66:10, 12
handled 10:19
handy 103:12
happen 39:6, 7 69:9 70:15 79:14 101:22 120:3, 22 121:3
happened 10:21 98:15, 18 103:3 110:15 115:19, 21 116:2 121:7
happens 39:9 49:17 78:4 103:25
hard 8:22 14:17 22:7, 9 40:20 81:4 82:6 109:3
harder 77:11 114:19 122:4
hardwired 118:21
head 21:16 40:22 51:11 52:2 102:15 113:15 116:11
heading 58:13
heard 6:21 119:8
hearing 83:10
Hearings 4:11, 19, 20, 21
heavily 31:16 65:17
Held 1:11 39:12

help 9:15, 16 25:8, 17 26:19 43:24 45:3 46:12 53:12 58:20 62:11 83:14 92:4, 6, 19 103:8
helped 30:18
helpful 71:7 85:9, 11
helping 7:20 87:20 88:25 93:5
helps 60:13
hesitant 12:5
hesitating 11:24
high 95:20
higher 10:10 29:21 35:9, 16 36:16 37:14 47:8 63:22 75:5 124:6
highest 65:10, 11
highways 34:12
hindsight 125:17, 22 126:4
hired 8:20 28:20
historical 62:24
historically 8:19 111:24
hit 40:15
hoc 25:12
hold 39:13
holes 12:13
honest 83:13 86:20
hook 49:11 54:2
hopefully 69:13
hospital 112:24 122:17 125:5
hospitals 44:3
host 29:25
hot 67:21 74:11
Hudson-Bergen 51:23
huge 58:7
human 67:2
hundred 67:1 77:18
Hurontario 7:1 118:13 119:18

< I >
idea 48:24 49:1 95:19 99:19 100:4, 5, 8
ideal 35:18 101:24
ideally 34:17 93:1
ideas 42:10 91:13 92:19
identify 104:23
impact 32:16 49:6 75:22 78:9 88:13 108:15 110:8, 19 113:1, 21
impacted 75:23 82:25
implementation 27:20
implemented 50:6
implementing 26:24
implication 93:8 114:9
implications 7:21 79:2
important 8:21 45:14 58:1 78:19, 20
impression 14:9, 20 82:19 90:19
improve 44:22
improvement 117:23
incented 96:17 97:7
incentive 34:20 48:8 105:24 123:22
incentivize 111:19
included 46:12 111:14
including 6:14 30:5 54:9 56:19 93:14 107:19
increase 76:8 95:1 96:1, 15, 24
increases 97:21

increasing 52:20
incriminate 5:16
incurs 114:11
indemnity 112:3
independently 22:16
INDEX 3:1, 13
indirectly 7:5 59:1
industry 121:6 122:9 123:8
inflation 67:20, 21
influence 21:10 106:13
inform 60:13 112:7
information 87:25 109:14, 16
informed 7:23 68:8 83:16 84:6 117:15
informing 107:23 121:21 122:4
INFRASTRUCTURE 1:4 2:10 12:4 42:18, 20 72:12
infusion 94:12
initial 9:21 12:9 13:24 14:20, 24 33:16
initially 14:1
inject 99:25
injection 93:23
input 23:11 70:3 80:10 92:15
Inquiries 5:13
inquiry 5:14, 20
instance 5:18
Insurance 72:13, 17, 20, 21, 23 73:1
integrated 52:11 74:25
integration 32:8
intelligent 28:13
intend 119:22
intends 4:18
intent 45:21 55:25 56:6 57:18, 19 58:15
interact 61:14

interacted 19:4, 12, 14, 20
interactions 20:4
interest 31:10 38:19, 20 39:25 40:4, 8 44:4
interested 31:21 92:16
interject 84:11
internal 61:25
internally 29:4
interpret 56:8
interpretation 57:18 77:25 78:4 89:23 90:16
interrupt 71:19
interrupted 63:2
interruption 49:9
intervene 4:14
interview 4:7, 8, 12, 16, 17
interviewee 127:7
introduce 6:5 123:24
introduces 124:3
introducing 52:19
investigations 77:21 78:3
investors 67:14
involve 73:17, 18
involved 8:24 10:5, 16 11:18 12:6, 9 13:6 23:4, 8 25:14, 18 26:3, 14 30:3 47:7, 9 55:3 59:10 60:24 61:2 62:25 63:8 69:17, 20 72:14 76:15 78:6 81:5, 8, 11 83:25 87:20 88:17, 21, 25 89:7, 16, 22, 24 91:3, 7, 10, 12, 20 92:11 102:4, 6, 7 108:25

<p>109:12 110:15, 18 involvement 8:24 10:9 89:3 91:19 99:13 102:10, 13, 22 103:14, 15, 19 involves 77:13 involving 89:10 IO 7:4, 17, 24 8:4, 19, 24 9:5, 7, 13, 22, 23 10:11, 15, 16, 19 11:8, 13 13:6 15:4 16:3, 24 17:3, 5 18:4 20:17, 20, 21, 22 23:23 25:21 28:6 30:11, 15 33:17, 24 34:9, 21 35:8 40:23, 25 41:12, 14, 21 42:13, 14 43:1 56:7 57:22 59:10 71:4 72:17 74:4 76:14, 19 79:11 80:5, 12, 25 86:3, 5 87:3, 13, 15, 19, 21 88:3, 16, 20, 24 89:7, 10 92:1 100:8, 9 101:7 110:7 111:17 113:17 115:8, 17, 23, 25 116:19 121:21 122:12 123:14 IOCI 72:9 IOCIIP 72:8, 11 IO-led 17:24 18:3 IO's 8:23 16:2 17:2, 19 20:6 21:14 24:12 44:4 59:8 89:3 102:10, 21 116:17 117:8, 15 irrelevant 58:12 issue 14:17 15:15 25:15, 17 26:9 36:16 38:14 60:6 62:11 64:1, 15 79:18 81:14</p>	<p>87:6 88:21 89:23 90:7 issued 62:5, 6 64:19 issues 25:9 26:6 31:8 36:24 37:3 60:5, 11 66:14 89:18 106:20 121:21 issuing 64:6 items 3:11 < J > jail 112:24 Jensen 29:22 51:11 53:18 81:12 job 18:22 50:13 56:13 83:14 JOHN 1:4 2:10 4:3 6:9, 12, 16 7:12 8:11, 14 9:1 10:2, 7, 20 11:10, 20, 23 12:8 13:3, 16, 19 14:11 15:17 16:5 17:22 19:5, 14 20:1, 8, 24 21:17, 22 23:3, 7, 20, 24 24:3, 8, 15, 19, 23 25:6, 24 26:7 27:8, 24 28:7, 12, 18 29:16, 21 30:7, 23 32:6 33:9, 19 34:2 35:12, 22 36:18 38:16 39:21 40:19, 25 41:6, 22 42:16 43:3 44:7 45:9, 13 47:3, 17 48:15 50:8 51:9, 11, 21 52:5, 16, 23, 25 53:18 54:11, 18, 21 55:1, 5, 9, 25 56:17 57:6, 9, 13, 24 58:3 59:12 60:2 61:1, 5, 10, 18 63:3, 11, 14 64:3, 8, 13, 21</p>	<p>65:3, 6, 9, 16 66:24 68:22 69:2, 6, 19, 22 70:2, 10 71:2, 25 72:5, 9, 12, 16 73:6, 11, 19 74:11, 16 75:2, 25 76:17, 21, 25 77:8, 19 78:12, 17 79:4, 20 80:7, 13 81:3, 12, 19 82:18 83:1, 6, 23 84:13 85:13, 18 86:5, 24 87:5, 12, 15, 23 88:2, 7, 15, 18 89:4, 12, 21 90:8, 23 91:9, 23 93:11 94:14, 18 95:16, 23 97:18 98:16 99:15, 19 100:12, 15 101:10 102:9, 12, 23 103:6, 10, 17, 23 104:10 105:9 106:16 107:1, 9, 13, 18 108:17 109:2, 16, 21 110:12, 23 111:2, 10, 15, 21 112:15 113:11, 19, 24 114:13 115:1, 6, 10, 12, 18 116:8, 21 117:1, 10, 17 118:5 119:6 120:4, 24 121:4, 9 122:11 123:10 124:17 125:21 126:11, 18 joint 34:4 judgment 50:23 66:8, 25 67:3, 10 82:9 Judith 2:18 127:3, 19 Julie 2:12 jump 17:15 jurisdictions 44:15 45:3 121:20 < K ></p>	<p>Kate 2:3 4:13 17:12, 14 19:1, 11, 24 20:3, 19 21:13, 19 22:22 51:18 52:3, 12, 18, 24 54:8, 13, 20, 23 55:3, 6, 17 56:9 57:4, 7, 11, 21, 25 59:7 73:7 83:3, 19 84:8, 20 85:9, 15 86:1, 21, 25 87:10, 13, 21 88:1 99:12, 17 100:9, 14 101:7 102:3, 10, 19 103:4, 8, 13, 18 104:7, 12, 21 105:4 106:11, 23 107:7, 11, 15 108:11, 25 109:12, 19 110:7, 17, 25 111:4 keened 49:3 keeping 100:23 Keith 47:4, 7 key 27:7 55:12 kilometres 77:6, 14, 18 78:6 kind 9:21 19:9 20:14 21:11 25:18 29:19 32:20 35:7, 17 39:13 44:17 45:22 46:23 48:7 51:10, 12 55:15 62:22 74:1, 4 81:8 90:14 101:3 107:20 112:5 124:12 kinds 59:25 61:15 94:2 Kitty 26:2, 3 knew 33:10 79:17 85:6 92:7 knock-on 118:17 < L > lack 28:21 landed 33:20 language 56:10 118:7</p>	<p>large 29:3 34:15 60:4 86:16 largely 28:20 34:3 68:8 73:23 late 38:18 39:24 111:11 112:8, 9, 17, 25 lateness 111:25 launched 10:14 layman's 64:13 78:1 LD 113:5, 13 114:14, 17, 18 LDs 124:4, 7, 10 lead 7:6 8:2, 3, 4 18:5, 10 51:14 55:14 62:9 leadership 81:13 leading 59:17 62:21 leads 29:22 leaning 86:18 learn 27:12 43:19 learned 26:24 27:9 44:22 109:22 117:20 118:9, 25 120:15 learning 52:21 54:16 leave 34:23 led 7:17 46:23 115:16 legal 18:14 19:21 72:19 lender 31:4 40:1 56:25 57:3 83:6, 7 91:6 92:7 93:4, 9 95:6 99:7 109:15 114:23 118:10 119:5 lenders 22:18 25:18, 19 26:13 31:21 34:25 37:5 38:8, 20 39:23, 24 40:4, 5, 11 47:21 58:8 67:12 68:13 79:8 83:7, 11 93:12, 17, 25 95:4, 23 96:11, 22 97:6,</p>
--	---	---	---	--

<p>11 98:5, 8, 20, 21 99:4, 8 101:13, 24 103:21 105:7, 11, 12, 20 106:9, 12 108:14 110:4 118:17, 19 120:1 123:16 lender's 92:8 lender-specific 95:2 lending 27:4 48:7 60:9 68:6 90:13 92:7, 18 lessens 53:25 lesson 118:9, 25 120:15 lessons 26:24 27:9 44:22 117:20 letters 60:10, 11 letting 104:17 level 27:17 29:21 47:8 48:3 51:4 54:4 56:2 59:6 75:5 79:9 95:21 levels 10:10 leverage 109:14 liability 5:18 liable 111:9 life 32:19, 21 33:4 37:7 93:16 lifecycle 94:24 95:12 96:2 LIGHT 1:3 28:16 limitations 35:21 lingering 37:18 link 11:14 47:5 liquid 39:12 liquidated 38:19 39:18, 22 40:1 111:6, 9, 11, 18, 25 113:9, 22 114:11, 24 115:4 Litigation 2:4 live 59:2 Livingston 10:23 Liz 2:4 4:4 6:6, 10, 13 7:8 8:8, 12, 23 10:1, 5, 15 11:4, 18, 22 12:6 13:1, 14,</p>	<p>17 14:8 15:14 16:1 17:1 23:4, 15, 21 24:1, 5, 11, 17, 21 25:3, 20 26:4 27:6, 23 28:4, 8, 14 29:14 30:2, 21 32:2 33:6, 16, 23 35:7, 18 36:15 38:11 39:18 40:17, 23 41:3, 20 42:12, 25 44:1 45:5, 10 47:1, 13 48:12 50:5 51:7 59:8, 25 60:24 61:2, 7, 14 63:1, 5, 12, 23 64:5, 11, 18, 24 65:4, 7, 12 66:19 68:20 69:1, 5, 17, 20, 23 70:8, 24 71:21 72:2, 7, 11, 14 73:2, 14 74:8, 14, 24 75:21 76:14, 19, 24 77:7, 16 78:8, 14 79:1, 19 80:3, 11, 25 81:15 82:17, 21 88:3, 9, 16 89:2, 5, 16 90:6, 18, 25 91:18 93:7 94:11, 16 95:15, 20 97:16 98:11 111:5, 13, 17 112:11 113:8, 17, 21 114:8, 22 115:2, 8, 11, 14 116:4, 17, 22 117:2, 5, 12 118:2 119:1, 23 120:20 121:2, 5 122:8 123:6 124:15 125:16 126:8, 12, 22 LLP 2:13 loan 40:8 logic 30:19 31:25 33:2 long 9:9 39:7 42:4 118:21 longer 32:11 78:5 105:17</p>	<p>106:10, 12 116:10 Long-term 33:20 34:5 36:21 40:11 98:20 longwinded 91:24 looked 9:12 14:25 24:7 54:24 81:16 83:21 looking 38:4 47:22 55:4 60:1 61:16 65:2 66:11, 20 74:21 77:17 84:6 88:21 99:15 108:9 117:13 looped 90:2 loosely 89:22 lose 58:17 82:15 96:20 105:12, 23 loses 59:3 loss 34:24 49:9 58:8, 23 106:13 108:13 lost 30:13 106:2 lot 15:21 17:23 18:11 20:15 21:9, 10 28:23 29:1 34:16, 22 43:18 44:10, 25 45:15, 16 46:22 48:20, 25 49:15, 25 58:3, 4, 6, 9 61:23, 24 65:23 71:10 78:25 80:21 101:2 lower 32:17 lowest 65:18 LRT 6:15, 17, 24, 25 7:1, 2, 9 8:25 12:7 32:5 43:2, 14 44:6, 17 51:23 79:12 103:15 112:16 116:10 117:8 118:13 121:8, 11 LRTs 7:3 121:14</p>	<p>< M > MacKenzie 47:4 made 4:24 5:2, 10 9:19 13:12 19:23 41:16 84:10 102:5 127:10 magnitude 35:5 36:11 92:9 95:10 113:1 main 7:10 8:14 20:9 23:14 29:16, 25 30:23 34:14 48:15 49:12 50:1 53:4, 5 105:10 113:4 maintainer 54:17 56:12 93:2 maintenance 15:2 24:13, 20, 22, 24 25:2 26:20 27:3, 22 32:8, 10, 13, 17, 25 36:25 37:11, 16 46:10, 11 51:19 52:14 55:7, 11 56:20, 22 57:2 58:5 92:23, 25 93:3, 15, 22 94:23 95:12 96:1, 2, 7, 25 97:2, 4, 20 major 22:21 25:9, 10, 15, 17 51:4 117:7 Makewhole 101:21 making 7:19 18:23 20:22 managed 8:19 80:8 management 25:1 51:6 manager 7:12 8:1 29:21 55:15 81:10 87:7 manages 72:20 mandates 118:1 manifest 73:24 many-year 77:3 margins 58:6</p>	<p>market 31:20 70:4 80:18 81:21 83:17 92:12, 14 119:15 121:15 122:4 marketed 22:8 Markets 19:6 83:10 86:8 122:24 match 123:17 material 21:22 22:20 35:14 64:12 66:13, 15 73:24 112:9, 17 materialize 79:3 113:25 materialized 78:10 materials 10:23, 24 12:18 59:18 math 66:5 matrices 12:23 matter 32:15 35:3 38:6 47:18 48:9 55:20 82:4 114:18 mature 42:7 McCarthy 2:13 McGrann 2:3 4:13 6:5, 7 17:14 19:1, 11, 24 20:3, 19 21:13, 19 22:22 51:18 52:3, 12, 18, 24 54:8, 13, 20, 23 55:3, 6, 17 56:9 57:4, 7, 11, 21, 25 59:7 73:2, 7 83:3, 19 84:8, 20 85:9, 15 86:1, 21, 25 87:10, 13, 21 88:1 99:12, 17 100:9, 14 101:7 102:3, 10, 19 103:4, 8, 13, 18 104:7, 12, 21 105:4 106:11, 23 107:7, 11, 15 108:11, 25 109:12, 19 110:7, 17, 25 111:4</p>
--	--	--	---	--

McLellan 2:4
4:4 6:6, 10, 13
7:8 8:8, 12, 23
10:1, 5, 15 11:4,
18, 22 12:6
13:1, 14, 17
14:8 15:14
16:1 17:1
22:23 23:4, 15,
21 24:1, 5, 11,
17, 21 25:3, 20
26:4 27:6, 23
28:4, 8, 14
29:14 30:2, 21
32:2 33:6, 16,
23 35:7, 18
36:15 38:11
39:18 40:17, 23
41:3, 20 42:12,
25 44:1 45:5,
10 47:1, 13
48:12 50:5
51:7 59:8, 25
60:24 61:2, 7,
14 63:1, 5, 12,
23 64:5, 11, 18,
24 65:4, 7, 12
66:19 68:20
69:1, 5, 17, 20,
23 70:8, 24
71:21 72:2, 7,
11, 14 73:2, 14
74:8, 14, 24
75:21 76:14, 19,
24 77:7, 16
78:8, 14 79:1,
19 80:3, 11, 25
81:15 82:17, 21
88:3, 9, 16 89:2,
5, 16 90:6, 18,
25 91:18 93:7
94:11, 16 95:15,
20 97:16 98:11
111:5, 13, 17
112:11 113:8,
17, 21 114:8, 22
115:2, 8, 11, 14
116:4, 17, 22
117:2, 5, 12
118:2 119:1, 23
120:20 121:2, 5
122:8 123:6
124:15 125:16
126:8, 12, 22

means 12:5
17:9 28:2
36:23 96:9
105:15 119:15
meant 48:6
54:6 72:21
mec 49:24
mechanic 99:5,
10 123:4 124:12
mechanics
114:7
mechanism
27:4 43:12
44:25 45:7, 14,
21 46:2, 6, 9, 15,
21 47:20, 25
48:14 52:7
53:24 55:11, 19
58:16 91:2
mechanisms
114:25
mec's 50:2
meet 111:8
meeting 9:9
42:24 62:13
80:15 95:6
107:2, 12, 17, 21
127:10
meetings 9:4
10:13 19:18
25:10 47:4
50:9, 10 61:25
62:19
mega-projects
29:2
Meghan 25:25
Member 2:3, 4
members 91:16
memo 84:12, 15,
21 85:3, 6, 7
103:23 104:8, 22
Memorandum
89:6
memory 11:1
47:6 111:23
mention 91:10
mentioned 8:9
19:3 83:19
119:19
merit 123:19
met 118:22
methodology
12:17

Metrolinx 7:4
16:10 109:25
121:22
Miami 79:23
83:20, 24 84:4
Michael 55:15
milestone 122:9,
10, 12, 19
123:20, 24
milestones
124:7 125:2, 7
million 33:20
34:21, 24 35:5,
13 38:25 76:6
80:20, 21 113:15
mind 15:11
21:23 22:15
26:16 33:15
35:20 43:11
50:1 51:24
67:24 78:18
82:22 118:20
126:1
mindful 36:8
43:7 85:24
121:22
minds 14:23
120:12
minimum 79:21
Ministry 12:4
minor 17:25
18:13 21:24
51:3
minus 56:3
minutes 73:8
missed 101:5, 6
124:7
missing 124:4
Mississauga 7:1
mitigate 49:19,
22
mobilize 112:19
model 13:12
14:21 15:4
30:3, 4, 6 31:17
33:8 39:11
40:21 60:4
92:13 94:21
121:24
modelling 94:19
models 13:25
14:5 52:4
model's 106:4
moderating

106:13
moment 84:12
Mona 29:17
monetary 46:19
money 12:20,
25 13:21 16:18
31:7 34:22
37:1, 7, 19
38:22 39:15
58:4, 6, 16
80:21 82:10
97:7 99:22
102:1 105:17
123:16
monitor 62:18
63:20
monitoring
106:21
Monkman 29:17
month 55:20, 21
56:14 57:12
58:1, 2, 8 59:4
monthly 40:13
56:1, 18 57:20
58:4, 18
months 53:10,
14 54:1
month's 55:24
56:15
Montreal 19:6
Morgan 2:12
mortgaged 39:4
MOU 23:5, 9, 10,
14, 16, 17, 22
24:2, 7, 11
move 37:6
121:6 122:9
moved 124:11
moves 114:14
moving 123:3
MSP 56:3
Mulligan 26:1
municipalities
29:1

< N >
named 47:4
names 47:12
81:4
Nation's 49:14
nature 89:2
90:6 119:12
necessarily
10:9 25:14
29:3 35:1 48:9

58:7 79:25
86:15 97:13
115:24 116:1
120:14, 22
122:20 125:11
necessitate
75:14
needed 18:25
25:16 28:11
77:21 87:2
needing 98:12,
13
NEESONS
127:18
negative 56:5
negotiated 95:3,
4 98:10 118:16
negotiating
23:5, 14
negotiation 23:9
negotiations
66:17
net 76:1, 4
new 37:15
54:16 99:2
newer 43:4
nice 39:4, 11
nodding 63:10

nonconformance
64:15
non-price 65:21
non-Project
48:23
non-recourse
38:2
non-technical
74:6
non-
typographical
5:10
normal 20:7
36:14 60:10
62:7 66:16
77:5 97:14
notation 104:2
noted 3:15
notes 107:11
127:13
number 14:17
33:22, 25 34:16
35:13, 15, 19
94:15 95:8, 9
124:24

<p>NUMBER/DESCRIPTION 3:3 numbers 12:23 38:24 94:21 numerous 74:4</p> <p>< O > object 6:2 objected 5:14 objective 31:1 125:13 objectives 31:3 obtain 4:9 obvious 27:11 77:15 OC 49:2 occupancy 125:5 occurred 117:7 O'Donnell 25:25 offer 11:1 62:1 offering 9:8 offhand 13:19, 20 off-the-shelf 44:13 OLRT-C 115:4 once-in-a- generation 29:5 ones 10:12 27:11 29:25 30:24 106:1 one-time 112:9 ongoing 24:12 ONTARIO 1:4 2:10 9:15, 19 42:6 72:13 120:25 Ontario's 44:17 open 42:22 49:18 81:20 openly 12:16 open-minded 43:13 openness 43:15 operate 106:14 operating 53:9 operational 113:6 operator 49:2, 4 52:8, 9, 11 54:16 operators 112:20, 21 opining 46:24</p>	<p>opinion 22:10 65:4 80:2 90:24 122:7 opinions 103:20 opportunity 5:6 optimize 32:11 option 75:22 81:25 82:14 100:10, 16 101:9, 12, 14, 20 107:20 108:3, 19 options 33:14 74:21 75:3, 19, 20 78:22 81:22 82:23 86:14 94:10 99:13, 17 101:23 102:21, 24 104:3 107:3, 19 108:10, 14, 22 order 4:21 35:5 36:11 68:11 94:25 95:10 98:5 112:25 OTTAWA 1:3 6:17, 24, 25 7:9 10:24, 25 17:19 21:2 26:3 37:3 49:14 61:22 91:16 98:1 102:16, 22 112:16 116:10 119:7 121:19 125:9 Ottawa's 103:15 outcome 85:22 outline 118:15 outset 28:9 110:10, 22 outside 43:24 overall 8:3 18:7 61:3 106:15 overly 45:24 overrun 37:8 96:17 overruns 37:20, 25 97:2 oversaw 42:15 oversee 25:8 28:11 overseen 10:19 oversight 24:25 25:4 31:4</p>	<p>63:22 105:21 107:5 overtly 66:13 overview 8:10 owed 56:13 owner 112:18 119:4, 25</p> <p>< P > p.m 1:13 4:1 73:12, 13 117:3, 4 126:24 P3 10:19 11:7, 9, 19 12:2, 3, 5 14:2, 10 31:20 39:24 41:9, 23 42:4 93:17 94:4 97:15 109:6 117:14 120:25 121:25 P3s 9:7, 24 31:2, 17 43:24 package 38:10 106:6, 8 packaged 80:10 pages 3:16 paid 26:14 38:8 39:1, 2, 25 40:18 56:13, 21 58:25 99:4, 9 105:14 115:4 124:19, 21 pains 43:1 paper 69:21, 25 98:17 papers 78:22 pared 14:5 parent 67:14 Parla 2:12 part 7:18 8:21 9:8, 21 10:3 12:3 18:20, 23 19:17 56:20 59:15 60:8 61:12 62:12 89:5 114:2 126:12 participants 1:12 2:8 5:3, 9 participate 10:12 particular 102:11 105:8 particularly</p>	<p>56:12 57:5 parties 49:5 partner 12:19 55:13 78:10 121:7 Partners 19:25 partnership 79:2, 5 88:4 106:14 110:9 Partnerships 42:19 parts 42:10 party 15:3 31:6 43:22 106:17, 18 107:4 pass 40:2 60:16 67:5 passed 38:17 56:23 passes 40:10 passing 60:16 67:9 paste 43:9 path 93:5 120:6 Pattison 51:10 81:10 91:25 116:13 pay 32:24 37:20 38:18 39:6, 20 40:3, 4, 15, 16 49:24 50:2 53:12 56:3 57:2 58:8 96:15, 17 99:25 100:5 101:20 108:2 111:9 114:11 124:12 payable 40:9 paying 56:25 109:4, 8 payment 26:12 27:4 39:3 40:13 44:25 45:7, 13, 21 46:2, 5, 9, 15, 21 47:20, 25 48:14 49:21 52:7 53:23 55:11, 18 56:2 57:20 58:4, 16 67:22 90:13 99:3 105:22 123:4, 25 124:6 payments 40:12 56:18 58:18</p>	<p>96:1, 2 114:23 122:9, 10, 12, 19, 22 123:2, 13, 15, 20, 24 124:24 penalties 45:22 46:19 48:4 54:1 people 25:8 29:8, 13 41:3 46:11 47:22 55:12 56:10 87:3, 4 112:21 people's 81:4 percent 34:10, 11, 12, 16, 22 35:5 36:3, 11, 12 67:5 69:4 81:18 82:24 96:9 104:11 percentage 96:1 124:13, 23 perform 49:6 performance 54:5 55:24 58:11 89:19 104:6 performs 53:11 period 53:1, 22 54:3, 7, 9 56:4 81:15, 16 123:15 periods 54:25 perjury 5:24 permits 4:15 person 5:19 70:7 73:20 personal 114:6 personally 16:9 125:1 perspective 30:24 32:14 39:23 44:4 48:8 56:6 93:19 118:6 122:15 phase 25:22, 23 phone 116:9 pick 68:16 piece 51:20 52:15 92:19 pieces 68:16 piggyback 123:17 pillars 19:9 place 5:23 13:2 71:7 72:3, 23 100:24</p>
---	--	---	--	---

103:2, 5 110:10 120:12 127:6 plain 56:10 plan 24:18 60:18 play 16:23 83:21 88:4 point 8:15 12:22 13:20 14:6 31:9 35:13 50:22 58:20 71:19 85:5, 8, 12 96:19 103:16 105:18 108:24 110:24 120:9, 19 123:23 124:1 points 46:18 57:14, 17 65:20 67:1, 8 68:21, 23, 24, 25 69:3 78:1, 5 82:2 126:20 policy 71:13 pool 37:1, 7 38:22 poor 60:21 Port 79:23 83:19, 24 84:4 portfolio 72:23 portion 99:3 position 17:19 86:13 positive 13:21 14:6 15:12 29:12 possible 15:5 23:12 80:17, 24 91:13 post 13:10 posted 4:22 106:8 pot 39:14 potential 9:5, 12 78:6 90:12 102:21 109:13 110:19 potentially 77:10 79:13 108:3 124:3 power 111:1 practical 114:9 practice 18:6 71:4, 14 97:14	98:3 117:21 120:14 precedent 36:13 42:9 44:14 48:3 51:18, 25 52:4, 13 54:23 62:24 83:20 predate 6:23 predicated 106:4 predictable 124:16 preface 73:21 98:25 prefer 53:20 66:24 preference 14:2, 9 30:12 80:16 82:7 92:24 preferred 101:9 preliminary 13:11 premise 95:18 premium 37:17 109:4, 9 preparation 59:18 prepare 10:23, 24 62:4 prepared 29:9 preparing 61:25 prescriptive 118:11 preselected 70:14 PRESENT 2:16 9:6 26:23 63:4 76:1, 5 80:21 presentation 10:25 27:7 51:25 59:19 presented 27:16 presenters 27:1 127:9 pressure 38:13 123:24 presumption 121:25 pretty 10:13 14:14 18:24 21:7 29:11, 12 31:21 41:11 53:15 59:4	92:24 112:22 prevent 119:25 prewired 126:6 price 30:25 31:1 65:17, 18, 22, 23 66:3 68:24 69:8 76:2 80:20 85:20 96:12, 15 114:2, 4 priced 58:23, 25 prices 86:14 pricing 79:8 114:7 124:10 pride 71:4 principle 94:4 principles 46:15 118:16 119:19 prior 6:15, 19 15:17, 24 38:6 54:14 55:23 103:18 private 14:18 78:10 121:7 problem 69:12 97:5 procedural 4:20 procedure 71:14 72:3 proceed 69:7 101:8 proceeding 124:19 proceedings 5:18, 22 127:5 process 11:19 31:12 59:9, 11 60:7, 22 62:7, 23 63:16, 24 65:1 69:21, 25 70:3, 6, 16 71:10, 24 89:9 94:17 123:14 126:12 processes 31:13 123:17 procure 20:13 115:25 procured 70:13 98:1 procurement 9:14 10:4, 14 15:18, 20, 24 16:7 21:11, 25 24:13 27:18	43:19 50:14 59:9, 11 71:1, 24 74:12 100:19, 25 108:20 117:11, 12 126:21 procurements 9:16 60:23 70:5 procures 70:11, 12 produced 3:11, 15 production 84:16 productions 104:24 105:3 professional 16:14 18:20 67:2, 10 profile 103:21 profit 58:6 Program 72:13, 15, 17, 19, 22, 24 progress 106:20 123:4 124:18 progressed 88:5 project 6:18, 22, 23 7:6, 13, 17, 18, 20 8:2, 3, 4, 5, 18, 25 9:13, 18, 19 10:18 11:2, 6, 8, 20, 22 12:7 13:9 15:6, 23 16:3, 15, 24 17:5, 11, 19, 25 18:3, 16, 20 19:7, 13, 15, 17 20:6, 17, 20 21:1, 3, 11, 15, 18, 20 22:5, 13 23:13 24:12 25:7, 8 26:9, 10, 25 27:12 28:11, 19 29:5 31:13, 20 32:1, 3, 5 36:17, 24 37:1, 11, 14 38:2, 4, 7, 13, 23, 25 39:6, 24 40:2, 3, 9, 24 41:17 42:15 43:12 44:2, 5, 20 45:14, 17 48:6 50:18 51:6, 11 52:10	53:19 55:14 56:7, 25 57:1 59:21 62:25 63:25 70:12, 13, 22 73:16 74:10, 20 75:14 76:15 77:3 78:9, 13, 14, 16 80:1 81:7, 9 83:15, 20 87:18, 24 88:6, 10, 13 89:8, 13, 19 90:20 93:9, 14, 15, 24 96:3 97:3 98:13 100:3, 20 103:3, 21 105:7, 8 106:15 108:16 109:4 110:11, 21 111:6, 7, 14, 19 112:12, 23 114:9, 11 117:14, 19 118:3, 4, 6, 15, 18 119:3, 4, 13 120:2 121:11 125:18 projects 6:15 7:5, 7 9:15, 16 16:11 17:20 20:11, 21 22:8 23:22 28:15, 16, 25 31:17 34:13, 15 38:2 41:21, 24 42:1, 3 43:8 51:13, 19 52:4, 13 53:1 54:23 57:22 58:7 63:7 67:13 72:18 73:25 76:20 77:3 79:24 90:22 109:25 112:17 114:21 118:24 121:12, 17 122:4, 23 123:7 126:3, 7 prompted 119:8 properly 62:9 proponent 69:8 76:4 113:22 proponents 112:7 proposal 68:25
---	--	---	---	--

<p>proposals 59:13, 14 proposed 35:19 pros 104:2 107:3 prosecution 5:23 protests 49:16 provide 16:7, 18 23:17 45:6 80:3 92:6 100:9 101:7 103:19 126:13, 17 provided 47:1 80:12 86:4 provider 37:16 56:20, 22 58:5 69:18 providing 86:3 89:17 Province 9:14 10:17 11:5, 8 14:19 109:8 116:20 Province's 11:19 provincial 16:11 18:3 provision 112:12 113:9 provisions 75:1 88:12 89:24 Public 4:10, 19, 23 5:13 53:15 public's 53:9 pulled 44:14 pulls 68:14 punitive 45:24, 25 50:16 pure 124:18 purpose 4:8 purposes 32:5 Pursuant 5:12 push 50:3 82:7 121:15 pushed 82:20 put 36:20 38:13 41:5 56:9 58:21, 22 81:25 82:10 97:12 103:2 110:10, 21 127:7 puts 41:17 99:21 120:17</p>	<p>putting 31:6 80:22 < Q > qualified 17:9 18:15 86:19 90:15 quality 60:13 65:22 66:2, 6, 21, 23 68:25 quantified 112:5 quantify 112:7 quantum 33:8 40:18 74:3 question 5:15 17:15 33:7 71:17 83:4 85:14 87:1 89:15 101:6 104:13 questions 4:14, 16 6:2 22:23 26:13 59:23 61:16 62:8 66:14 71:22 73:3, 5 85:11 quick 4:5 17:15 83:3 quite 56:17 94:22 < R > RAIL 1:3 6:23 28:16 raise 50:10 66:15 71:23 80:1 raised 72:4 range 36:11, 14 67:4 rare 69:9 rates 31:21 rating 95:24 97:10, 23 ratio 95:12 123:16 rationale 30:19 reach 10:16 25:16 26:4 reaching 112:3 reacting 83:9 reaction 120:15 read 4:5 72:25 readily 84:18 reading 35:14</p>	<p>real 18:22 23:14 47:6 82:10, 11, 12 83:13 108:2, 4, 18 112:17 113:5 realize 6:4 really 20:18 21:5, 23 22:1, 7 38:9, 11 41:19 43:2 48:6 54:5 58:11 71:16 86:19 103:1 113:13 115:19 117:21 118:22 125:13 126:18 reason 29:7 31:23 34:14 37:12 53:4, 6 68:15 77:1 87:11 113:14 reasonable 29:11 31:22 45:20 reasons 14:22 15:7 30:13, 16, 22 31:18 32:4 54:8 93:3 108:6 123:18 124:11 recall 9:3, 6, 9 10:13, 22 11:14 12:15 13:3, 5, 7, 17, 20, 23 14:4, 11, 24 15:18, 19 19:22 23:8, 13, 15, 20 24:3 25:25 26:2, 7, 8, 14 27:8, 10, 13, 15 28:9 29:25 30:7, 11 33:19, 20, 21 35:9, 12, 14, 15 41:13 42:2, 16, 20 47:4, 12 48:16 52:3, 13, 16 53:3, 17 54:11, 21, 24 55:1, 9, 10 64:22 65:3, 14, 25 66:9 67:18 70:2, 9, 10 74:8, 14, 16, 20 75:1, 2, 9, 18, 21 78:22 79:4 80:13 84:4 86:5, 11, 15, 23</p>	<p>87:5, 7, 10, 16 88:23, 24 89:2, 22 90:1, 2, 9 92:12 94:15, 16 95:7 100:7 101:11 102:13 103:6, 23 107:1, 14, 15, 18, 20, 25 108:11, 12 110:24 111:2, 10 113:3, 13, 19 115:13 116:8 recalling 81:4 receivable 5:21 received 48:13 receiving 20:22 RECESS 73:12 117:3 recognize 76:5 119:11 recognized 114:16 recollection 84:14 91:8 recommend 31:24 33:14 35:25 69:7 111:18 113:17 125:1, 7 recommendation 14:23 22:17 30:14, 18 34:4 36:5 81:21 recommendation s 27:7, 9, 13 45:7, 12 50:12 51:1 103:1 107:24 126:14, 16 recommended 35:16 111:20 112:14 113:20 record 31:3 117:6 recorded 127:11 records 103:11 107:12 rectification 39:17 105:16 rectify 37:3, 17 58:20 reduce 125:14 reducing 115:3 125:13</p>	<p>Redundancy 68:10, 14 referenced 39:19 referred 51:19 52:14 referring 107:8 refers 73:23 refresh 13:8 refute 109:3 regarding 115:3 regime 46:19 75:13 82:9 84:7 126:6 regimes 43:6 51:2 regular 12:19 20:17 42:22 71:14 123:13 regularly 42:17 reissued 91:4 relabelled 7:14 relationship 8:16, 20 80:9 88:4, 5, 8, 10, 14 92:2 110:24 115:17 relationships 27:11 42:22 110:20 relative 63:6 relatively 41:11 relevant 8:15 85:11 126:20 reliability 52:18, 20 reliance 75:9 relief 48:19 115:5 reluctance 107:25 108:1 reluctant 122:5 rely 31:16 relying 53:11 106:5 remain 102:7 remaining 37:13 67:8 106:5 remember 12:16 13:6 15:25 42:23 47:7 84:13 85:2, 15 90:4</p>
---	--	---	--	--

<p>111:11 113:14 Remo 55:13 remotely 1:12 removed 103:22 removing 105:6, 11 repair 62:10, 11 repayment 56:19 repayments 40:12 replace 38:4 replacement 96:4, 10 105:15, 16 replicate 94:20 report 13:18, 24 75:15 84:5 reporter 73:4 127:4 REPORTER'S 127:1 reporting 110:4 reports 14:4 106:20 109:17 representative 8:4 18:4 representatives 25:21 request 115:3 requests 62:6 require 46:8 75:15 98:5 122:13 required 5:25 46:7 91:20, 22 94:13 requirement 10:17 11:5, 7, 11 52:20 64:10, 12 97:14, 24 requirements 52:19 55:4, 8, 11 requires 111:7 research 42:9 52:1 reserve 99:20, 22 100:3, 7 103:24 reserved 65:20 resilience 96:8 resiliencies 95:25 resiliency 96:9</p>	<p>97:9 resolution 98:12 resources 28:10 41:17 respect 10:19 19:1 75:4 104:7 105:4 118:10 119:10 125:19 respects 18:18 respond 49:24 response 35:8 115:3 responsibilities 18:12 118:1 responsibility 16:15 restate 66:25 result 38:12 55:23 111:8 117:8 resulted 119:2 results 59:20 61:3, 4 65:19, 24 71:8 123:7 RESUMING 73:13 117:4 retain 20:9 retained 19:5 87:19 retire 101:20 104:3 124:5 retired 29:17 retiring 101:15 revenue 53:12 54:14 review 5:7 13:7 30:9 50:18 62:5, 8 98:9 reviewed 13:15 24:1 reviewing 12:9 31:6 59:23 61:3 reward 82:1 RFP 59:20 60:4 64:9 70:15 rights 53:25 64:14 110:3 risk 12:23 22:4, 7, 24 30:25 31:1, 7 34:7, 8 38:17 39:15 40:10 43:11, 21 50:3 52:8, 11</p>	<p>56:19, 23, 24 57:1 58:16 67:20 73:15, 18, 22 74:2, 3, 18 75:1, 4, 6, 12, 24 76:3, 5, 11, 12, 16, 23 77:2, 4, 12 78:10, 11, 19, 20 79:3, 10, 12, 21 80:17 81:2, 18, 24 82:1, 23 83:5, 17, 18 84:9 85:1, 21, 25 87:1 93:19, 24 94:5 97:8 98:21 101:24 103:20 104:6 105:12, 13 106:10, 12 108:14, 20, 23 109:9 114:1, 6, 19 121:7, 10, 16 122:1 124:1, 6, 10 risk-free 54:7 risks 52:9 73:24 75:7 104:1 114:12 121:10, 24 122:6 risk-sharing 75:13 road 32:17 Rob 51:10 81:10 91:25 116:13 robustness 68:5 role 7:6, 9, 11, 19 8:16, 21 9:5, 12 10:4 16:3, 6 17:18, 19 18:1, 13, 19 20:6 21:8 23:11, 14, 18 24:12, 24 25:1, 2, 4, 12 30:9 59:9, 21 61:9, 18 62:12 63:7, 22 70:25 72:8 74:5 84:2 91:5 92:22 105:21, 24 115:24 116:18 117:21 roles 117:25 roll 57:15</p>	<p>rolled 102:12 rolling 57:16 rose 81:13 route 113:18 RPR 127:3, 19 RSA 111:8 RTG 39:19 65:5 66:9 88:4, 8, 17 89:11, 20 92:21 93:1, 9 94:21 98:20 100:18, 25 111:7, 8 114:24 115:5 RTG's 39:23 91:3 115:3 rule 62:16 rules 94:2 run 9:16 11:8 57:7 running 38:7 55:4 runs 72:19 < S > sample 77:20 samples 78:3 sampling 77:23 Sarit 2:12 16:22 17:5 71:18 84:11 85:2 104:16, 25 savings 32:18 33:1 scenario 59:5 96:5 105:11, 17 scenarios 38:4 49:17 119:17 schedule 114:16 scheduled 118:14 scope 6:18 64:19 92:23 93:3, 13, 15, 22 94:5, 24 score 60:13, 17, 21 61:3 65:10, 11 66:5, 11 67:3 68:19 69:3 scored 65:25 66:1, 9 68:7 scores 66:18 scoring 66:23 75:23 76:22 82:25</p>	<p>scrambling 58:19 scratch 56:15 screen 12:3, 5 screening 11:19 script 4:6 Section 5:12, 25 6:2 security 37:24 38:10 39:14 106:6, 8 110:4 seek 87:13, 15 seeking 93:8 selected 35:11 41:4 selection 30:3 69:18 75:22 send 50:10, 11 104:22 senior 29:22 51:6 81:12 101:21 105:6 runs 9:19 sense 9:19 13:12 15:25 18:6 19:23 22:4 29:2 43:18 83:17 115:23 series 75:3 serious 69:16 seriously 50:13 serves 105:14 service 9:8 49:9, 10 54:14 56:2, 18 57:20 58:4, 18 session 9:7 27:2, 17 set 73:5 75:15 119:19 124:24 127:6 sets 44:8 severe 46:16, 17 48:18, 19 shaking 54:15 shape 45:22 46:12 58:17 shaped 35:2, 3 53:10 share 74:19 shared 5:2, 8 12:16 53:17 sharing 79:21 86:10 shifts 114:17</p>
---	---	---	---	---

<p>shocks 96:24 97:20 shoes 109:15 119:5 120:1 short 71:20 77:23 97:3 Shorthand 127:4, 13 shortlist 70:19 short-term 40:5 sic 19:16 29:23 47:8 49:1 side 18:14 25:19 28:19, 22 41:10 47:10 90:13 120:18 124:2 sign 18:16, 17 20:13 93:4 signal 53:13 56:4 76:11 signals 80:23 signed 16:12 significant 125:3 signing 117:24 siloed 61:6 similar 9:13 44:10 52:7 90:22 100:21 101:17 116:14 117:14 125:12 similarly 116:13 simple 6:22 39:2 124:21 simpler 124:14 simply 79:10 81:23 101:14 single 58:4 111:10 sinkhole 26:9 88:21 89:23 90:16 sit 94:23 site 43:10, 12, 13 75:6 76:22 77:11, 14, 21 sitting 85:2 situation 91:7 119:2, 4 120:20 size 32:2 35:2 93:13 95:11, 16 96:15 sizing 34:4 119:20</p>	<p>skin 31:10 34:7 36:22 103:21 105:17 skin-in-the-game 106:3 small 67:24 smaller 43:13 77:21 social 34:13 41:10 43:8, 12, 24 77:3, 9 112:23 soil 73:23 solely 106:5 solemn 4:9 solicit 70:3 solution 91:22 solutions 14:1 21:6 solve 95:24 97:5 solves 14:17 somebody 48:10 67:6 68:14 69:15 96:12, 14 somewhat 26:3 77:15 122:11 sorry 10:1 15:19 24:23 26:16 42:19 63:1, 9 94:15 95:15 96:2, 3 98:13 100:12 101:5 103:7 107:9 119:2 sort 8:1 9:11 15:5, 8 16:14 25:17 27:12 30:15 31:8, 24 33:2 34:3 38:3 40:20 43:15 45:19 46:9 48:7, 10 49:23 50:23 52:20 54:6 63:22 68:20 69:10 77:11 78:3 81:13 82:19, 20 91:6 100:21 102:17 103:24 105:12 106:4 112:25 sought 79:15, 16 90:7</p>	<p>sound 80:19 111:12 soundings 92:12, 15 source 37:20 40:14 space 97:15 speak 17:2 70:7 86:6 90:3 93:16 speaking 43:4 86:17 speaks 80:20 specialist 87:19 specialists 21:11 specific 11:14 42:24 110:23 122:20 123:21 specifically 7:19 27:3 specifications 46:10 speculating 15:9 speed 28:1 spoke 66:19 68:20 116:4 spot 35:17 80:15 stability 68:3 staff 9:24 18:9 27:18, 19 28:23 29:9 81:12 staffed 25:8 41:15 Stage 91:21, 25 92:1, 2 93:10 98:13, 14 102:13 103:14 115:25 standard 23:22 63:22 72:21 111:13, 16 112:7 standards 75:16 standing 65:14 stands 22:1 start 9:11 48:17 55:21, 23 56:15 57:10, 11, 14 58:2 65:1 67:4 92:1, 3 starting 7:25 21:19 126:3 state 30:11</p>	<p>statement 104:6 106:22 122:7 statements 127:9 States 79:22 Station 6:20 status 102:19 stay 25:21, 23 119:24 Stenographer/Tra nscriptionist 2:18 stenographically 127:11 step 16:2 20:23 37:5 68:12 97:8 120:1 stepping 91:5 109:15 steps 70:25 86:25 sting 35:4 stop 103:15 stopped 103:14 strain 123:25 stream 46:1 streams 75:20 81:22 strength 60:17 67:12, 13 68:8 strong 41:14 70:23 80:23 structure 9:15 18:1 68:4 70:4 71:6 92:4 93:12, 13 97:11 100:24 123:3, 13 structured 36:2, 3 45:8 structures 103:2 structuring 16:8 102:15 110:14 struggling 71:16 subcontractors 115:5 subject 67:22 73:2 subjective 66:4 subjectivity 66:7, 20 submission 64:9 65:13, 17 70:16</p>	<p>submissions 62:4 64:23 67:11 substance 4:6 substantial 26:21 36:22 39:1 40:6 112:4 114:16 subsurface 73:23 subways 121:13 success 84:6 successful 50:14 sue 39:10 sufficient 73:8 suggest 89:13 suggested 33:17 suggesting 79:24 summarily 65:14 summary 20:25 super 56:10 supplement 28:21 support 7:16 102:2 supported 30:17 51:15 53:7 supports 7:7 supposed 40:6 62:17 surprise 15:22 42:21 55:2 56:8 surprised 113:8, 12 survives 36:21 suspect 63:17 84:5 SVP 7:6 swap 91:6, 10, 14 98:15, 20 99:4, 10 100:10 101:9, 16 102:20 104:4 106:7 119:1 120:11, 15, 25 sweet 35:17 switching 30:2 sympathetic 86:17 system 32:11 39:3, 9 52:21 53:8, 12 54:15</p>
---	--	---	---	---

91:12 92:9 93:1, 2 101:25 113:1 118:8, 14, 24 119:9, 16 125:22 126:5 systems 119:12 121:14	technical 19:15, 22 28:22 29:24 46:8, 11 47:2, 10, 21 60:25 61:6 73:20 81:5 technically 26:18 36:19 82:16 technically-led 70:20 Technician 2:19 template 43:8 44:2, 4, 13, 17, 19, 20 45:1 templates 118:3 tend 5:16, 17 25:13 44:19 83:7 122:13 tended 31:2 tender 100:19 term 26:20, 25 27:3 32:11 36:25 37:11 105:22 termination 37:22 100:22 terms 6:17 9:8 10:17 16:16, 20 17:3 18:7 20:3 22:21 23:17 24:6 25:4 28:16 39:16 41:15 46:24 52:7 59:8 60:4 62:24 64:8 65:12 66:23 79:5, 7 80:21 87:3 88:10, 11 89:10, 19, 20 90:12 92:10 98:3, 12, 14 109:17 114:24 116:18 117:8 118:19 test 47:6 96:8 97:10, 24 Tétrault 2:13 Thanks 23:1 88:1 themes 50:19 theoretically 77:22 94:23 114:2 thin 28:24	thing 10:21 39:5, 11 43:9 50:20, 21 67:24 83:8 101:11 things 12:13 14:25 18:13 27:5 32:14 45:23 46:18 49:4 50:2 59:25 67:11 68:17 101:18 109:17 116:24 117:18 119:20 123:11 thinking 92:3 120:7 third 15:3 31:6 43:22 49:4 106:17, 18 107:4 thought 12:12 14:1, 24 17:14 26:17 49:23 100:13 thought-out 42:7 tie 122:20 time 4:14 7:24 9:10 10:22 12:4 20:11 26:6 28:15 30:15 31:20 36:13 41:8, 23 42:4 44:13, 23 45:16 53:21 79:10 81:4, 10, 11, 16 84:16 85:10 102:14, 15, 25 110:18 112:4, 14 113:10 114:4 119:12 126:23 127:6, 7, 10 times 12:11 30:16 58:18 timing 101:18 title 7:10 18:11 48:24 today 6:11 50:7 85:3 122:6 126:9, 23 today's 4:8 told 64:24 102:13, 21 116:16 tolerance 114:6	tool 48:5 125:14 top 40:22 78:18 topic 67:22 74:12 88:24 Toronto 6:21 7:2 117:19 touched 126:10 towers 122:18 track 31:2 trade 32:22 tradeoff 34:19 TRAIANOPOULO S 1:4 2:10 4:3, 5 6:9, 12, 16 7:12 8:11, 14 9:1 10:2, 7, 20 11:10, 20, 23 12:8 13:3, 16, 19 14:11 15:17 16:5 17:22 19:5, 14 20:1, 8, 24 21:17, 22 23:3, 7, 20, 24 24:3, 8, 15, 19, 23 25:6, 24 26:7 27:8, 24 28:7, 12, 18 29:16 30:7, 23 32:6 33:9, 19 34:2 35:12, 22 36:18 38:16 39:21 40:19, 25 41:6, 22 42:16 43:3 44:7 45:9, 13 47:3, 17 48:15 50:8 51:9, 21 52:5, 16, 23, 25 54:11, 18, 21 55:1, 5, 9, 25 56:17 57:6, 9, 13, 24 58:3 59:12 60:2 61:1, 5, 10, 18 63:3, 11, 14 64:3, 8, 13, 21 65:3, 6, 9, 16 66:24 68:22 69:2, 6, 19, 22 70:2, 10 71:2, 25 72:5, 9, 12, 16 73:4, 6, 11, 14, 19 74:11, 16 75:2, 25 76:17, 21, 25 77:8, 19	78:12, 17 79:4, 20 80:7, 13 81:3, 19 82:18 83:1, 6, 23 85:13, 18 86:5, 24 87:5, 12, 15, 23 88:2, 7, 15, 18 89:4, 12, 21 90:8, 23 91:9, 23 93:11 94:14, 18 95:16, 23 97:18 98:16 99:15, 19 100:12, 15 101:10 102:9, 12, 23 103:6, 10, 17, 23 104:10 105:9 106:16 107:1, 9, 13, 18 108:17 109:2, 16, 21 110:12, 23 111:2, 10, 15, 21 112:15 113:11, 19, 24 114:13 115:1, 6, 10, 12, 18 116:8, 21 117:1, 10, 17 118:5 119:6 120:4, 24 121:4, 9 122:11 123:10 124:17 125:21 126:11, 18 train 112:20 Transaction 7:14 8:18 20:10 102:15 transcribed 4:17 transcript 4:18, 22 5:1, 7, 8, 11 127:13 transfer 22:7, 24 30:25 31:2 34:8 52:10 73:16, 18 76:6, 12, 16, 24 77:4, 10, 11 79:25 80:16 81:1 82:24 85:25 86:12 87:1 109:10 121:6, 10, 16 122:1 transferred 80:23 83:5 93:25
---	---	--	--	--

transferring 76:22 81:17 121:23 transit 7:4 19:25 34:9 35:25 36:13 41:4, 23 42:4 44:5 45:1 112:16 113:1 119:11 120:16 121:14, 20 122:22 transparently 59:1 Transpo 49:2 Treasurer 29:18 treating 61:19 tremendous 86:7 trial 5:22 55:4 trigger 38:9 124:24 triggers 54:6 trillion 85:21 truly 49:19 trusted 18:24 21:5 truth 82:4 trying 62:11 84:23 93:5 102:3 125:3 tunnel 22:8 73:25 79:23 83:20, 24 84:4 tunneling 73:25 83:17 two-tower 125:4 type 112:11 types 23:22 66:22 typical 21:8 23:9 24:6 28:25 50:2 59:21 typically 7:17 15:4 17:23 20:12 34:9 35:25 37:14 40:2, 9 54:1 56:24 69:14 72:19 97:10 111:17 typos 5:7	< U > U.S 22:9 42:2 U/T 3:15 104:16, 25 UK 42:3 ultimate 39:14 81:21 87:8 ultimately 20:22 35:10 102:5 unamortized 105:14 underground 74:1 underlying 12:23 underneath 67:15 understaffed 29:7 understand 44:1 46:11 49:19 91:1, 2 98:15 102:3 106:6 113:12 124:14 understanding 64:14 72:24 73:22 74:6 78:2 89:7 98:19 112:2 understood 16:6 84:3 undertake 84:17 undertaken 3:10 UNDERTAKINGS 3:13 undertook 92:14 underway 114:10 underwriters 72:22 undo 109:9 undoing 109:5 unexpected 27:13 unfair 50:16 unfortunate 112:24 Union 6:19 United 79:22 unlimited 108:7 unreasonable 101:14 unusual 120:21 update 13:8	upfront 14:14 32:24 58:23, 25 70:14 119:15 uses 30:16 72:17 < V > value 12:20, 25 13:21 16:18 76:1, 5 80:21, 22 85:20 123:4 124:12 valued 31:5 value-for-money 11:25 12:7, 9, 17 13:2, 15 30:9 values 36:14 Vancouver 41:25 vehicle 32:23 69:18 70:5, 12 99:5 vehicles 69:22, 23 70:1, 7, 12, 13, 19 verbal 91:15 98:24 VERITEXT 127:18 versed 89:14 versus 59:2 60:21 61:21 63:9 75:23 77:14, 18 82:8 124:23 viable 31:14 Videoconferenci ng 1:11 view 16:3, 5, 8, 19 22:6, 18 28:9, 13 31:9 34:21 35:20 41:19 53:7, 8, 17 70:23 100:10 105:18 106:18 110:24 114:19 120:9, 13, 19 121:21 122:4 123:24 124:2 125:10 viewed 48:1 views 12:12 74:13 83:11 103:20 Virtual 2:19	virtue 17:18 20:6 47:23, 24 vocal 43:20 volumes 80:20 VP 81:10 < W > waiver 63:24 64:15 65:2 waivers 64:6, 18 walk 6:14 34:23 37:6 47:24 59:9 96:17, 20 wanted 22:11 32:7 48:19, 20 49:7 63:16 64:25 76:12 85:8 93:22 98:25 126:10 wanting 86:12 wants 17:12 watching 106:19 Watkins 2:12 ways 20:25 44:10 92:11 109:5 125:12 website 4:23 weeded 14:5 week 48:10 weigh 17:13 well-understood 94:4 white 69:21, 25 willing 32:22 winner 65:5 winning 82:11 wins 65:11 withstand 96:12 witness 5:13, 17, 20 17:8 witnesses 126:13 won't 47:21 95:18 word 88:20 worded 62:9 work 6:19 9:7, 25 11:25 12:10 19:1 20:5, 10 21:5 26:12, 20 27:21 29:11, 14 30:10 41:7 43:6 44:3, 5 45:5, 15 46:1, 12, 22 58:14 64:16, 19 66:5 94:19 108:10 114:25 118:12 122:15 125:25 worked 6:25 7:3 9:20 19:7, 12, 19 20:16 29:13 31:24 40:24 44:25 61:12 91:2, 17 116:14 working 8:22 27:19 32:9, 10 43:1 46:3, 4, 5 55:7, 10, 16 87:3, 4 102:16 116:2, 10 works 25:10 26:11 27:4 37:4 68:23 73:3 74:7 workshops 46:13, 14 47:15 world 126:20 worse 93:18 worst 39:5 worth 76:13 96:20 wrapping 32:13 write 118:19 written 114:15 wrong 26:2 75:11 84:1 99:9 125:11 wrote 84:12 < Y > Yeah 6:12 10:14 19:5 20:1, 2 24:16 29:6 39:21 41:22 52:24 57:24 61:6, 13 69:23 73:6 74:13 75:25 77:15 82:18 86:21 88:9 95:16 year 37:10 years 7:25 9:23 21:25 32:25 37:13 97:23 108:3
--	---	---	---

109:4 111:25
122:6
young 41:11
Yup 88:2

< Z >
Zoom 1:11