

Ottawa Light Rail Commission

Allen Fraser
on Wednesday, April 27, 2022



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OTTAWA LIGHT RAIL COMMISSION
MORRISON HERSHFIELD - ALLAN FRASER
APRIL 27th, 2022

--- Held via Zoom Videoconferencing, with all
participants attending remotely, on the 27th day
of APRIL, 2022, 2:00 p.m. to 4:01 p.m.

1 COMMISSION COUNSEL:

2 Kate McGrann, Co-Lead Counsel Member

3 Liz McLellan, Litigation Counsel Member

4

5 PARTICIPANTS:

6 Allen Fraser: Morrison Hershfield

7 Kyle Lambert & Jeremiah Kopp: McMillan LLP

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11 ALSO PRESENT:

12 Leila Heckert, Stenographer/Transcriptionist

13 Benjamin Bilgen, Virtual Technician

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1	INDEX OF EXHIBITS	PAGE
2	NO. / DESCRIPTION	PAGE
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4		
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8		
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11		
12		
13		
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1 --- Upon commencing at 2:00 p.m.

2 ALLAN FRASER: AFFIRMED.

3 LIZ MCLELLAN: So good afternoon,
4 Mr. Fraser my name is Liz McLennan, and I'm
5 Commission counsel. I also have my colleague,
6 Ms. Kate McGrann, who is joining us as well.
7 She is the co-lead counsel for the Commission.

8 So before we get started, I'm just
9 going to go over what we'll be doing today. So
10 the purpose of today's interview is to obtain
11 your evidence under oath or solemn declaration
12 for use at the Commission's public hearings.

13 This will be a collaborative
14 interview, such that my co-counsel may intervene
15 to ask certain questions. If the time permits,
16 your counsel may also ask follow-up questions at
17 the end of this interview.

18 This interview is being transcribed
19 and the Commission intends to enter this
20 transcript into evidence at the Commission's
21 public hearings, either at the hearings or by
22 way of procedural order before the hearings
23 commence.

24 The transcript will be posted to the
25 Commission's public website along with any

1 corrections made to it after it is entered into
2 evidence.

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

9 So pursuant to section 33(6) of the
10 Public Inquiries Act 2009, a witness at any
11 inquiry shall be deemed to have objected to
12 answer any questions asked him or her upon the
13 ground that his or her answer may tend to
14 incriminate the witness or may tend to establish
15 his or her liability to civil proceedings at the
16 instance of the Crown or of any person.

17 And no answer given by any witness at
18 an inquiry shall be used or be receivable in
19 evidence against him or her in any trial or
20 other proceedings against him or her thereafter
21 taking place, other than a prosecution for
22 perjury in giving such evidence.

23 As required by sub section 33(7) of
24 that Public Inquires Act, you are hereby advised
25 that you have the right to object to answer any

1 questions under section 5 of the Canada Evidence
2 Act.

3 So now we will begin. So I believe
4 your current role is you are the director of
5 operations transportation field services
6 procurement at Morrison Hershfield. Is that
7 correct?

8 ALLAN FRASER: Yes. That's correct.

9 LIZ MCLELLAN: And would you, please,
10 describe your professional experience relevant
11 to the OLRT?

12 ALLAN FRASER: Yes. In the Stage I
13 phase or I guess transaction, I was the
14 procurement lead for the maintenance and
15 rehabilitation PSOS. So I was brought in to
16 help support the development of the Project
17 Specific Output Specs, particularly schedule
18 15-3, which is the maintenance and
19 rehabilitation requirements.

20 And in addition to that, I was also
21 supporting other schedules that we touched
22 because of the enormity of the projects. I was
23 also, sort of, helping or shepherding,
24 supporting, whatever you want to call it, the
25 land schedule, the payment mechanism.

1 There's a fairly significant, sort of,
2 touch between the 15-3 and payment mechanism, as
3 well as the environmental schedule, the quality
4 management system schedule. I was supporting or
5 helping support the development of that one as
6 well.

7 And I guess the regulatory safety one,
8 we were inputting in it as well. Just trying to
9 go back, remember back. Yeah, I think those
10 were the main ones that come off the top of my
11 head.

12 LIZ MCLELLAN: And did you have a
13 prior live rail experience before your work on
14 the OLRT?

15 ALLAN FRASER: No, I didn't.

16 LIZ MCLELLAN: And what about prior P3
17 experience?

18 ALLAN FRASER: Yes, I did. I was at
19 the Windsor Essex Parkway. So it was the
20 transaction over by Windsor, Detroit. So
21 that's, sort of, the expansion of the Highway 3,
22 they call it back then Windsor Essex. I think
23 it's called now Herb Grey, if I remember
24 correctly. They changed the name at some point.

25 Yeah, I was there in a similar role of

1 procurement, sort of helping or shepherding the
2 technical, the subject matter experts in
3 developing the Project Specific Output
4 Specifications. Again, there was the -- again,
5 it wasn't schedule 15-3, it was called a
6 different schedule, but it was the same -- the
7 OM&R in that case, the Operations, Maintenance
8 and Rehabilitation schedule.

9 LIZ MCLELLAN: So did you begin --
10 well, when did you begin working on Stage I of
11 the OLRT?

12 ALLAN FRASER: I believe it was July
13 of 2011. Sometime it was, sort of, mid-, late
14 July right around that time. If I remember
15 correctly, the schedules, the procurement has
16 sort of gotten up and running just prior to my
17 arrival.

18 And I was brought in, and I think our
19 schedule at that time was to have our RFP
20 release in the fall of 2011. I think it was
21 October, so we were hitting the ground running,
22 so to speak, trying to develop the specs in
23 three to four months to get it out in the RFP.

24 LIZ MCLELLAN: Okay. And then did you
25 stay on working on Stage I post-revenue service?

1 ALLAN FRASER: No. Not post-revenue
2 service. My role -- I mean, if I can just,
3 maybe, clarify, like, my role extended through
4 the in-market period. So once the RP was
5 advertised to the proponents that were bidding,
6 my role stayed there to support clarifications.
7 There's a CCM meeting, Commercial Confidential
8 Meetings, there was a design presentation
9 meetings I was participating in.

10 And also updating the project specific
11 output specs based on the feedback and
12 clarifications that we were, sort of, working
13 through. So that more or less continued through
14 the in-market period until up to about just
15 before commercial close.

16 They go into that, sort of, quiet
17 period where they lock it down. There's no more
18 RFIs and there's no more, like, changes that
19 they're contemplating, so that more or less was
20 the bulk of my time there. And then I was
21 brought back in after commercial close for the
22 technical compliance part.

23 LIZ MCLELLAN: Okay. And so --

24 ALLAN FRASER: So then that was sort
25 of the end of it at that point for me. I wasn't

1 part of the efforts, so to speak, during the
2 implementation, the actual work taking place and
3 the buildout of the project.

4 LIZ MCLELLAN: Okay. So you're saying
5 after commercial close. So when would that be?

6 ALLAN FRASER: I think it's closed --
7 commercial close, or our lockdown was more or
8 less in August of 2012, if I remember correctly.
9 And we -- I think commercial close was
10 September, October, shortly thereafter. I think
11 it might have been around October and then we
12 did the technical compliance in 2012, probably
13 sometime in and around November, I'm guessing,
14 if I remember correctly.

15 LIZ MCLELLAN: And then so based on
16 your knowledge, what was the role of Capital
17 Transit Partners generally and what were they
18 retained to do with respect to Stage I of the
19 OLRT?

20 ALLAN FRASER: We were, Morrison
21 Hershfield part of Capital Transit Partners, a
22 JV, were brought in to be technical advisors to
23 the City. Basically, we had a whole slew or org
24 chart of individuals that had subject matter
25 expertise in various aspects of an OLRT. So we

1 had technical experts in the team and then we
2 also had people like myself were brought in on
3 the procurement part of it to help, sort of,
4 guide the subject matter experts through that
5 process of an AFP. So really it was just
6 because my prior experience at the Herb Grey,
7 Windsor Essex Parkway.

8 I'd kind of been through it once
9 before, so they brought in to help support that
10 process at the Stage I. So CTP continued to
11 develop their reference concept design, a lot of
12 this was done before I had arrived as part of
13 procurement. So we were also there being
14 technical advisor and supporting RIO the Rail
15 Implementation Office who was kind of the folks
16 we were reporting to or working with. So that
17 was the group that the City of Ottawa had set up
18 as part of Stage I.

19 LIZ MCLELLAN: And then what was
20 Morrison Hershfield's area of focus?

21 ALLAN FRASER: I'd say the guideway on
22 the design side, the technical advisory side,
23 sort of, the guideway, we had a role in the
24 traffic management aspects, sewer -- it's sort
25 of the impacts or the interfaces because of the

1 LRT system. We did a lot of the work along the
2 guideway or supported in that role. So CTP,
3 kind of, more or less had an integrated team of
4 the JV partners, so we were, in some instances,
5 reporting to sort of a person at a different
6 company, but we were still part of CTP.

7 LIZ MCLELLAN: Okay. So then can you,
8 sort of, speak to the different stages in
9 Morrison Hershfield's role, so pre-procurement,
10 during the procurement phase, post-procurement?

11 ALLAN FRASER: Yeah, so
12 pre-procurement, as far as I understand, we were
13 working through the reference concept design and
14 working through the technical requirements that
15 the City of Ottawa needed to, basically, land on
16 the procurement model that they wanted to go
17 with, so there was a certain amount of design
18 that was being done trying to find, I guess, the
19 best path for the LRT through Ottawa.

20 So there was a lot of work done around
21 that particularly for what lands would be
22 required and what impacts that would cause
23 because of the land in the corridor that was
24 being selected. So there was various studies
25 done or various alignments analyzed.

1 We had a role in the environmental
2 part, Kim Eaton was with Morrison Hershfield.
3 She was kind of the lead on the environmental
4 aspects of the Stage I requirements.

5 I know we had another lead, Ted
6 Donaldson was kind of the utilities, so he was
7 dealing with a lot of the utilities. And Stan
8 McGillis was there, like I mentioned, on the
9 guideway and traffic sort of stuff in the City.
10 Some of the things that were of consequence of
11 building the LRT, we were kind of dealing with
12 those other civil aspects of the alignment.

13 LIZ MCLELLAN: And so that's, I guess,
14 during the procurement stage?

15 ALLAN FRASER: Yeah. So some of that
16 continued on. So that was kind of
17 pre-procurement. And then during procurement,
18 some of those engineering or technical aspects
19 continued through the procurement or the
20 in-market period as clarifications were coming
21 in and we were getting feedback from the
22 proponents.

23 There were obviously things that
24 needed to be dealt with and addressed from a
25 technical standpoint, so that kind of ran in

1 concert with the procurement itself. So there
2 was still a technical effort taking place on the
3 reference concept design, and in the interest of
4 developing and refining the specifications.

5 LIZ MCLELLAN: And then
6 post-procurement?

7 ALLAN FRASER: Yes. Post-procurement,
8 we had a role during implementation to provide
9 compliance oversight. We had individuals, names
10 such as Robert Goulet who was one of our
11 individuals that was there, overseeing some of
12 the downtown station work.

13 Adam Goudreau was there dealing with,
14 I think it was the Queen Street works, and there
15 was -- probably I'm forgetting -- Bob Plummer
16 was there. I'm trying to remember some of the
17 names. But they were all what we call
18 compliance monitors. So they're basically
19 overseeing, watching over the Project Company's
20 efforts and watching over for compliance
21 basically.

22 Again, that was just a small handful
23 of people in a much larger team. It was quite a
24 large team. Again, a mixture of private
25 companies like CTP, as well as the City's

1 staffers. And I think they may have even had
2 other external service providers in that org
3 chart as well, if I remember correctly.

4 LIZ MCLELLAN: And then shifting
5 specifically to your role, can you walk me
6 through your role pre-procurement, during and
7 post- and then post-RSA.

8 ALLAN FRASER: Okay. So
9 pre-procurement, I didn't have a role there. I
10 wasn't part of that, sort of, technical
11 development or that aspect of it.

12 During procurement, which is when I
13 was brought in shortly after they kicked it off.
14 I was, kind of, the facilitator or the one
15 trying to rally the troops or bring together all
16 the subject matter experts and developing the
17 Project Specific Output Spec, 15-3 the M&R spec.
18 So we were providing guidance to them on how to
19 write a performance based spec without -- we
20 didn't want to get into being prescriptive, you
21 want to be performance-based as the whole
22 context of the model.

23 There are instances, though, where we
24 might want to be prescriptive, like, sort of,
25 the must-haves, or the no-goes, sort of things.

1 But generally, once we landed on those, the rest
2 of it was performance-based. So it was bringing
3 together technical experts, those subject matter
4 experts in narrating or writing that Project
5 Specific Output Spec and putting it all together
6 into schedule 15-3.

7 So that was predominantly my role
8 there, I'd say, under the procurement arm, as
9 well as touching on other schedules as I've
10 mentioned. (Inaudible) --

11 LIZ MCLELLAN: I just want to ask --
12 sorry. Go ahead. I just wanted to ask you
13 something about what you just said. But, sorry.
14 Finish your answer.

15 ALLAN FRASER: Yeah, we touched on --
16 you know, we were supporting the folks that
17 were -- Deloitte was sort of the lead on the
18 payment mechanism, so we were meeting with them
19 and our team with their team to, sort of, work
20 through how the performance specifications would
21 translate into the payment mechanism itself, and
22 how payments would go forward to ultimately the
23 contractor, maybe, the, I guess, the maintainer
24 once you start building it, and actually putting
25 it into service.

1 We also touched, again, as I
2 mentioned, on the environmental, because there's
3 key performance measures we called them out of
4 the environmental schedule that carried forward
5 into the maintenance schedules. We worked with
6 the environmental folks on that.

7 And we also had the traffic, sort of,
8 aspect of it that we were dealing with
9 particularly for mobility matters and things of
10 that nature. But that was just more of a
11 supporting thing. But my main role is with
12 schedule 15-3.

13 And then after close, as I mentioned,
14 that was really just technical compliance. That
15 was the extent of my role after commercial
16 close. And I really didn't have a role during
17 implementation.

18 LIZ MCLELLAN: I just want to ask you,
19 you were speaking about the M&R specs providing
20 guidance, and you were talking about -- you were
21 distinguishing between no-goes versus
22 performance-based.

23 Can you get into a bit more detail
24 about what you were referring to?

25 ALLAN FRASER: Yes. So if there's

1 instances where along the alignment -- I can't
2 think of any specific examples. But I can
3 generalize it. If there's areas particularly
4 that were touching other city infrastructure, we
5 called that "new municipal infrastructure" or
6 "municipal infrastructure."

7 And in those instances where the
8 Project Company isn't going to have the
9 long-term responsibility of the maintenance,
10 then we had to be, typically, be more
11 prescriptive in those instances and how that
12 interfaced between our Project Company, our
13 maintainer verses that other group or that other
14 entity whether it was the City, or whether there
15 was other touch points, other stakeholders along
16 the alignment.

17 We had to be a little bit more
18 prescriptive in those instances of how that
19 interface would be dealt with so that Project
20 Company understood or knew what his part was.

21 LIZ MCLELLAN: And then you spoke a
22 little bit about discussions you had with
23 Deloitte about payment mechanisms and payments
24 to the successful proponent.

25 ALLAN FRASER: Yes.

1 LIZ MCLELLAN: So would you be able to
2 provide a bit more detail on those discussions
3 and what your role was in those discussions and
4 what you can recall?

5 ALLAN FRASER: Okay. In our schedule
6 15-3, we have, as I briefly mentioned, key
7 performance measures. So in each of the
8 performance-based specs, we assign how we are
9 going to measure that performance.

10 It's usually measured by way of three
11 ways: Equality, so it's just strictly around
12 the quality of what's being provided. It's
13 measured through availability, and it's measured
14 through service. So there was, sort of, three
15 main funnels of key performance measures.

16 And once we collected those or we
17 zeroed in on what ones we wanted to measure,
18 because there's several, but we kind of had to
19 narrow it to what was most important, that we
20 would want it to be able to measure it.

21 We then worked with a payment
22 mechanism finance group, the team Deloitte, to
23 calibrate it, to make sure the penalty or the
24 way we were measuring it and the way we were
25 going to penalize on it was, I guess, I don't

1 know, affordable, or it had enough teeth, like
2 it wasn't, you know, not a big deal, but it was
3 big enough that it would influence Project
4 Company to do better because if they weren't
5 meeting those performance requirements, then
6 they needed to act and improve in what they were
7 doing.

8 So we went through that calibration
9 exercise between schedule 15-3, collecting those
10 key performance measures, and then the output
11 being through to payment mechanism what happened
12 through payment mechanism as in, what's the
13 penalty, how big was the penalty, and how was
14 that being reported.

15 So that was, sort of, our touch or the
16 most, I guess, the largest interface really
17 between 15-3 as with payment mechanism because
18 of that, because it's a 30-year concession, we
19 are measuring these key performance measures
20 month after month, year after year, and they are
21 being translated into a payment.

22 LIZ MCLELLAN: And then in terms of,
23 you mentioned there was an array of key
24 performance measures that you could look at and
25 you focused on quality and availability.

1 So how did you determine which of your
2 performance measures were most important to the
3 project?

4 ALLAN FRASER: So we worked very
5 closely with both the RIO, the Rail
6 Implementation Office as well as OC Transpo. So
7 during the course of our development of 15-3, we
8 were having regular visits or check-ins or
9 meetings with their individuals that they put
10 forward that we would connect with, and we were
11 going through.

12 So we would take, sort of, the first
13 cut at what we would propose to be an
14 appropriate way of measuring, and then they
15 would also have a view on that, and we would
16 have some, sort of, discussion around that, and
17 basically land on what we wanted to measure
18 through equality, through availability, and
19 through service.

20 So again, just keeping in mind, this
21 was the first of its kind for LRT. When we
22 looked at other transactions like Canada Line,
23 it was just very high-level operational and that
24 was it. It didn't talk about really much in the
25 way of quality or things of that nature. But OC

1 Transpo, because they were the operator, they
2 couldn't just, sort of, leave it to, either it's
3 available or not. They needed to have their
4 interface dovetailed into schedule 15-3.

5 There were certain quality measures
6 that were very important to OC Transpo because
7 they were the operators, they were going to have
8 drivers, their operators on the system. So that
9 was the, sort of, I guess, the biggest deciding
10 factor.

11 Again, we could have -- like, schedule
12 15-3 is a pretty large schedule so we really
13 just had to narrow it down or zero it into what
14 was probably the most -- or the key, what we
15 call the "key performance measures."

16 LIZ MCLELLAN: And can you provide
17 some examples of what the quality measures would
18 be, and, you know, key interest areas when you
19 were consulted with OC Transpo and the Rail
20 Implementation Office.

21 ALLAN FRASER: I haven't thought about
22 the stuff in probably 11 years. So I can't
23 really -- I know they were sensitive, for sure.
24 Like, they were the operators, so we were very
25 sensitive around things that immediately touched

1 them as an operator, so when it was quality of
2 service or availability, we were certainly
3 creating that, or making that clear to the
4 Project Company what that meant in terms of
5 whether it was quality service with reliability.

6 And, of course, OC Transpo was very --
7 really interested in making sure that they had
8 an appropriate level of service available to the
9 community, so they wanted to have a very robust
10 standard around that service and the
11 availability of the service.

12 So we certainly spent some time on
13 that trying to get it to where it is or where it
14 wound up being, that service, and availability
15 and measures. And that was, sort of, the
16 biggest interface we had with Paymac was just
17 what did it mean if they drop below the
18 performance requirement, what did that translate
19 into.

20 LIZ MCLELLAN: And then keeping in
21 mind it was 11 years ago, which I understand, do
22 you remember who you were speaking with at the
23 RIO or OC Transpo?

24 ALLAN FRASER: Yeah. David Sutherland
25 was the Rail Implementation Office lead for the

1 M&R schedule. So he was a City staffer brought
2 in through the City of Ottawa. And OC Transpo
3 was Pat, but I can't -- his last name escapes
4 me. I can see him, I can picture him as plain
5 as day. His name is Pat, but I'd have to go
6 back to dig out his last name. It's not at the
7 tip of my tongue right now.

8 LIZ MCLELLAN: Pat Scrimgeour,
9 perhaps?

10 ALLAN FRASER: Yes, yes. He had
11 people, as well, supporting him, like some
12 people that were, sort of, on the operations
13 side or on the maintenance side, and that sort
14 of thing, that were supporting him as well. I'm
15 sorry. I just don't remember their names.

16 LIZ MCLELLAN: I'd just like to check
17 in quickly with my colleague, Kate McGrann, to
18 see if she has any questions before we keep
19 going.

20 KATE MCGRANN: Just one or two. Did
21 you have any interactions with anyone from
22 Infrastructure Ontario in the course of your
23 work?

24 ALLAN FRASER: Yes, yes. Actually, I
25 probably glossed over that. But, yeah, Bruce

1 Beams, I remember him. And Alan Poon, so they
2 were very key to helping shepherd, so to speak,
3 the AFP, the model. So, yeah, absolutely. They
4 were part of our, many of our meetings, many of
5 our discussions.

6 KATE MCGRANN: Okay. And I expect
7 that my colleague has follow-up questions on
8 that. But that was it for me for now.

9 ALLAN FRASER: Thanks.

10 LIZ MCLELLAN: I think we've covered
11 pre-procurement. So during the procurement
12 phase, what was your involvement like, and just
13 generally, who were you reporting to? Were you
14 taking over for anyone? Who did you oversee?
15 Did you have any staff you oversaw?

16 ALLAN FRASER: Okay. So I reported to
17 George Tappas. He was a CTP as well, so he was
18 the, I guess, the overall procurement manager,
19 so to speak, for CTP. So he was actually the
20 one I'd had worked with at the Windsor Essex
21 Parkway project, so that's why, kind of, we were
22 familiar with one another already, which is why
23 I, kind of, came in even though I hadn't done an
24 LRT system before. But then again, nobody else
25 had either in this context.

1 Anyway, I reported to George. And we
2 had a bunch -- we had other folks that we were
3 working with. I wouldn't say any of them were
4 reporting to me, but we were, kind of,
5 collectively all rowing the boat in the same
6 direction trying to develop the PSOS, or the
7 "Project Specific Outputs Specs".

8 So there was a lot of touch points
9 between 15-3 and other parts of the project, so
10 we were sitting into other meetings and, sort
11 of, answering other -- or requesting
12 clarifications on what they were developing
13 relative to what we were trying to develop. So
14 there was just a lot of interdisciplinary or,
15 sort of, disciplinary crossover and discussions
16 that were taking place.

17 I guess the other one that I probably
18 reported to or -- not necessarily a direct
19 report, but I certainly had many discussions
20 with Charles Wheeler, he was the deputy project
21 manager for the project working under Keith
22 MacKenzie.

23 So I would say reporting-wise, George
24 Tappas, but I also had a lot of dealings with
25 Charles Wheeler, as well as Kim Howie who is

1 also, at that time, with Morrison Hershfield,
2 but she was more on the design side of it or the
3 reference concept design side of it. But I was
4 interfacing quite a bit with those people.

5 LIZ MCLELLAN: Okay. And then we will
6 get into this a little bit later. But if you
7 could speak a little bit about, you know, what
8 was involved with determining the PSOS, I guess,
9 the specific specifications?

10 ALLAN FRASER: Okay. So we started
11 with -- there was both -- there's, sort of, two
12 main projects or previous, so to speak, projects
13 that we looked at. The first one was the
14 North-South project which was Ottawa's first,
15 sort of, go at it. So they had gotten a certain
16 ways through their development of the
17 specifications. And we also looked at the
18 Canada Line.

19 So those were, sort of, our very first
20 two sort of, go-tos, and I also, to be -- I
21 guess, just even though it wasn't an LRT
22 project, we also looked at the Windsor Essex
23 Parkway because even though it's not LRT, it
24 still had a lot of the same, sort of, things
25 because of the alignment because of it being a

1 fairly long alignment through various pieces of
2 the city having different things that were
3 similar in nature even though it wasn't
4 operationally an LRT, but rather cars and
5 trucks, it still had the same aspects that we
6 needed to worry about whether it was drainage or
7 snow clearing or sweeping or line marking, all
8 that sort of stuff. So we even used that
9 specification as well as, sort of, a starting
10 point.

11 So then beyond those specifications,
12 we were giving to the subject matter experts, we
13 would ask them also to look at the other
14 specifications such as OPSS, appropriate
15 technical standards, appropriate municipal
16 standards that the City of Ottawa had. So we
17 were collecting all of those things into part of
18 our, I guess, as part of our reference from the
19 PSOS.

20 So the PSOS references a whole bunch
21 of these, sort of, standards and specifications.
22 And instances where it was very, sort of,
23 material to the performance we were trying to
24 get out of it, we would then be more -- you used
25 that word "prescriptive," but we would point

1 directly at that spec as what we were expecting
2 Project Company to follow.

3 LIZ MCLELLAN: And you can you provide
4 some examples of those?

5 ALLAN FRASER: Yeah, off the top of my
6 head, difficult. I guess it kind of -- it's
7 interesting that it -- 15-2 is the main spec
8 were all those standards and specifications
9 that, sort of, get referenced. So even when
10 15-3 takes over after implementation and they
11 actually get into revenue service, 15-2 doesn't
12 fall away. It's still the standard, or it's
13 still the specification that we referenced in
14 15-3.

15 So at the very minimum, the
16 expectation is, even though the system is being
17 put into service and running for 30 years,
18 there's still that, sort of, minimum standard
19 that's expected, and that's the trigger or
20 partly the trigger of what determines when
21 rehabilitation is needed.

22 So I guess that's sort of the general
23 way that we referenced it back to 15-2 which
24 went ahead and made those other references to
25 the OPSS and municipal standards and

1 specifications and whatever else needed to be
2 drawn in, whether it was a RIO, regulatory type
3 standards.

4 So 15-3 references back to 15-2 and in
5 turn also creates the requirement in appendix B
6 asset preservation, which is year after year
7 measure of what the system is relative to the
8 technical standards.

9 LIZ MCLELLAN: Just quickly. OPSS
10 stands for?

11 ALLAN FRASER: Ontario Provincial
12 Standards Specification. So there's -- that's
13 pretty common in Ontario here, particularly we
14 have -- it's kind of back then, it was just one
15 OPSS. But nowadays it, kind of, split into what
16 they call provincial and municipal OPSS.

17 So some are more geared towards a
18 municipal type infrastructure, and others --
19 other OPSS, and they have that acronym beside
20 them, either "MUNI" or "PROV". So that will
21 determine whether it's focused more from a
22 provincial standpoint, or whether it's focused
23 more from a municipal standpoint, depending on
24 the type of infrastructure.

25 But I'm pretty certain back then,

1 though, it was just one OPSS. We hadn't made
2 that distinction at that point between "MUNI"
3 and "PROV".

4 LIZ MCLELLAN: So you mentioned
5 subject matter experts, and then obviously your
6 team would have had recommendations for the
7 standard specifications that should be
8 incorporated in to 15-2.

9 Were your recommendations, or were all
10 the standards that you suggested as recommended
11 standards, was that all worked into 15-2? Were
12 there things that were picked up and things that
13 weren't? And how did process work?

14 ALLAN FRASER: I guess I'd have to
15 defer that to the folks developing 15-2. So we
16 kind of shared the same subject matter experts.
17 So the folks that were helping develop 15-2, the
18 technical experts in that instance, were also
19 carried forward to help write 15-3.

20 And the reason being is because they
21 already understood what technical standards and
22 specifications were being brought in by 15-2.
23 So I can't speak specifically to if everything
24 was adopted as recommended or not. I can't
25 speak to them right now.

1 LIZ MCLELLAN: And then you mentioned
2 that you weren't involved in implementation.

3 But post-procurement, construction and
4 manufacturing, how did your role change as the
5 project moved into implementation?

6 ALLAN FRASER: So pretty much after
7 the technical compliance, my role pretty much
8 ended. I'm not going to say that I wasn't
9 touching the project anymore because of my role,
10 more so of my role at Morrison Hershfield as now
11 director of operations.

12 Shortly after the OLRTC with Morrison
13 Hershfield, I became the department manager for
14 transportation field services group, and that's
15 our group that were supporting those compliance
16 monitors. So folks like Robert Goulet and Bob
17 Plummer and others were, kind of, being filtered
18 from my group at Morrison Hershfield to
19 participate during implementation.

20 So I didn't really, though, in, I
21 guess, the context of the project itself, I
22 didn't have an immediate role there. I was sort
23 of supporting as a manager to the staff that we
24 were assigning to the project.

25 LIZ MCLELLAN: And then post-revenue

1 service, did anyone take over your role and, I
2 guess, your understanding of ongoing roles you
3 were, kind of, more supervisory, but it was a
4 bit out of your hands. I don't know if that's a
5 correct...

6 ALLAN FRASER: Yeah, that's correct.
7 So I understood that the Rail Implementation
8 Office had to set up a team during
9 implementation. Again, it was a mixture of City
10 people as well as external service providers,
11 both CTP and others, not just CTP that
12 participated or supported implementation in
13 various aspects because of -- the complexity,
14 the magnitude of the project.

15 So I mean, I can't speak to
16 specifically who. I don't remember that org
17 chart, but I know there was an org chart that
18 shored out the implementation structure and who
19 was, sort of, reporting to who. And I was, sort
20 of, supporting as Morrison Hershfield, some
21 staff that we had part of that team, like Robert
22 Goulet and Bob Plummer and Adam Goudreau, and
23 others, that were compliance monitors.

24 LIZ MCLELLAN: So then if I understand
25 correctly, you were involved in evaluating

1 proponents responses, I think, to safety
2 management and certification compliance, safety
3 management standards. Is that a fair summary?

4 Were involved in looking at those --

5 ALLAN FRASER: Yeah, so there is
6 subject matter experts, two that come to mind
7 actually. Joe North and Brian Dwyer. They were
8 part of CTP, and then with -- there's an OC
9 Transpo rep - not Pat, and I can't remember the
10 person's name - but that was plugged into that,
11 as well as David Sutherland.

12 So they would have been the ones that
13 would have been, sort of, reviewing for
14 technical compliance or evaluation of the
15 regulatory requirements. During procurement,
16 though, I was helping Brian Dwyer and Joe North
17 and others develop those requirements. So I was
18 sort of that procurement person that was helping
19 them through the process.

20 LIZ MCLELLAN: And then can you speak
21 specifically, because I know that you were
22 involved specifically with the safety management
23 and certification compliance.

24 And can you speak specifically to what
25 that involved with respect to your role?

1 ALLAN FRASER: So I guess it was, as I
2 mentioned, mainly around the procurement or
3 developing the spec itself, and that was more or
4 less the end of it because I think the main, I
5 guess, driver was getting through the SMS, I
6 think it was what the acronym stood for,
7 developing that safety management system, and I
8 think there was another acronym that plugged
9 into that.

10 And that was -- it's is kind of -- it
11 was kind of a standard that required it to be
12 put forward to the Project Company. It wasn't
13 something we wanted to be prescriptive about
14 because it really would be predicated on what
15 the Project Company brought forward as part of
16 their design and implementation, sort of, their
17 solution.

18 So there were requirements there,
19 though, that spoke to what was needed to get
20 that safety certificate and get that SMS plan
21 put together.

22 So that was, I think we called it
23 15-4, if I remember it correctly. There was a
24 schedule 15-4 that we actually called it, and I
25 just can't remember, though, if it stayed 15-4

1 or if it became part of the project agreement.
2 I don't remember where it actually finally
3 landed.

4 LIZ MCLELLAN: And are you aware of,
5 like, what happened in terms of progress with
6 implementing a safety management system or were
7 you, kind of, just involved in developing the
8 specs and that's...

9 ALLAN FRASER: That was it, yeah.
10 Just during procurement, developing the spec and
11 standard. And, yeah, once it got through the
12 procurement, that was really -- that was the end
13 of my role, or my part of it.

14 LIZ MCLELLAN: And then I assume it's
15 a similar answer, but just to ask, was it, sort
16 of, the same with maintenance and rehabilitation
17 compliance specs?

18 ALLAN FRASER: Yes.

19 LIZ MCLELLAN: Were there any other
20 specific areas that you are involved in during
21 procurement in terms of specifications or what
22 was put forward on the maintenance and
23 rehabilitation compliance front?

24 ALLAN FRASER: No. Nothing beyond
25 procurement you mean?

1 LIZ MCLELLAN: Just in terms of your
2 specific role.

3 ALLAN FRASER: Yeah. My specific role
4 was really just helping the team collect the
5 document into a PSOS, just bringing it together
6 into 15-3. So providing them guidance and
7 trying to motivate them to get the pen on paper,
8 so to speak, and put the spec together.

9 LIZ MCLELLAN: What do you mean you
10 had to motivate them?

11 ALLAN FRASER: Well, there's a lot
12 happening at that time. It was a very busy, as
13 I mentioned, a very tight timeline to get the
14 RFP document put together.

15 LIZ MCLELLAN: And what were the
16 pressures around a tight timeline with respect
17 to getting the RFP document together? Who gave
18 that direction that it was a tight timeline?

19 ALLAN FRASER: So I guess between the
20 City, the Rail Implementation Office, and CTP, I
21 think they were trying to get the RFP out, as I
22 mentioned, in October, so they -- if I remember
23 correctly, before I arrived, they had a decision
24 point where they decided on the procurement
25 model. And once they decided on it, I mean, I

1 think they just wanted to get it moving and in
2 mind of a much larger schedule of what it took
3 to get through that.

4 The specification writing as well as
5 the opening period of an AFP, it's a fairly
6 lengthy period, so they recognize that they
7 needed to get that started and, you know, so
8 that, kind of, put the pressure on the folks
9 developing the specifications to try and get
10 that pulled together.

11 So that's what I mean. From my
12 perspective, it was pretty quick when I showed
13 up in July to have something to the market by
14 October. But at the same time, though, I guess
15 you got to get through it, right?

16 LIZ MCLELLAN: And what's the usual
17 timeline that you would work on specifications,
18 like, longer than, I guess, July to October is,
19 what, four months? What's the usual timeline?

20 ALLAN FRASER: So since then, I was
21 involved with other transactions. Like even at
22 Stage II, we were targeting, it was around four
23 or so months, if I remember correctly. So I
24 think in that instance, though, it was probably
25 simpler for us because we already had something

1 to work from.

2 So I guess, in the instance of
3 Stage I, it just seemed fairly tight because we
4 were really starting from very little. We were
5 basically trying to be the first to develop the
6 type of performance that we were developing that
7 wasn't the same as Canada line. Canada Line, we
8 found, was certainly at a much higher level.

9 Just really driven mainly on
10 operations because they had an OM&R spec there,
11 they were also operating it. So it was a
12 simpler spec, in my opinion, whereas the
13 North-South was much more prescriptive, and we
14 didn't want that either. So we were really
15 trying to find a balance between the two because
16 OC Transpo were going to be the operators.

17 So there was a certain amount that we
18 had to deal with as far as that interface. So
19 that's what I'm trying to say is it seemed that
20 it was a lot to do and it seemed like a short
21 time. That's what I'm trying to say.

22 LIZ MCLELLAN: And then what had been
23 decided about the project and the procurement
24 model by the time that you got there?

25 ALLAN FRASER: It was decided to be an

1 AFP. So by the time I got there in July, I
2 think there was probably a decision point
3 through the City and whoever they needed
4 approval on from the City that took place before
5 that. Maybe sometime that Spring, I think, they
6 had already, sort of, made a decision. They
7 looked at procurement options and decided to
8 move forward with an AFP, a DBFM, a design,
9 build, finance, maintain model.

10 LIZ MCLELLAN: So you were there, sort
11 of, after the DBFM, so can you --

12 ALLAN FRASER: Yeah.

13 LIZ MCLELLAN: -- tell me how it was
14 chosen or -- you kind of came along after the
15 fact.

16 ALLAN FRASER: I came along after the
17 fact, yeah. So the decision point had already
18 been made that somebody, probably, I'm guessing,
19 a combination of City folks and, maybe, part of
20 our technical advisory team, perhaps. I'm not
21 sure. But I'm sure there was inputs by many.
22 But the City had made a decision to go with the
23 AFP, the DBFM.

24 LIZ MCLELLAN: And are you aware of
25 how the selection of the DBFM model impacted the

1 work of CTP or Morrison Hershfield, if at all?

2 ALLAN FRASER: Not really, no. I
3 think -- I don't think it really impacted us
4 much in that way. Like, we were a fairly large
5 integrated team of subject matter experts across
6 North America, so we were there to try and
7 support the City and develop that spec and
8 hopefully with the intent that we would get some
9 bidders on it, and get compliance with those
10 bidders. Obviously, we don't want to get to the
11 end of the close and not have people that met
12 the requirements.

13 LIZ MCLELLAN: I'm just going to check
14 in quickly with my colleague, Kate McGrann, to
15 see if she has any questions.

16 KATE MCGRANN: Not at the moment,
17 thanks.

18 LIZ MCLELLAN: Did you have any
19 involvement in the procurement of rolling stock?

20 ALLAN FRASER: No.

21 LIZ MCLELLAN: So you didn't have any
22 involvement in the signalling system. In terms
23 of changes to the PSOS, were you involved in
24 tracking changes to the PSOS as things
25 developed, and how did that process work?

1 ALLAN FRASER: Yes. So I was
2 supporting specifically to 15-3. I was
3 reporting back through to, as I mentioned,
4 George Tappas and Kim Howie. So Kim was more or
5 less taking for care of 15-2, I was taking care
6 of 15-3. But we were tracking those changes, so
7 we had a log of what changes were being made
8 and, sort of, what was manifesting, why that
9 change came about whether it's through an RFI,
10 or whether it was through our own doing,
11 something we noticed or felt that we need to
12 make that change.

13 Or there was ongoing, still, like I
14 mentioned, even during the open period, there
15 was still ongoing adjustments to the PSOS based
16 on continuation of the reference concept design
17 because some of these things weren't fully, sort
18 of, settled when we actually put the RFP out to
19 the market.

20 So we were just tracking those changes
21 through a log. There was a log put on our
22 SharePoint system that we were tracking changes
23 in each of the technical specs, and which a
24 version control -- like we had versions of the
25 specs, so that when they were being released, we

1 knew what changes took effect in which version.

2 LIZ MCLELLAN: And were there changes
3 to the specs as you received responses, or how
4 did the changes to the specs come about?

5 ALLAN FRASER: So there was a bit of
6 both. So there was scheduled version updates
7 because, sort of, a fairly significant version
8 release. But then there were also releases in
9 between those scheduled versions. So in -- I
10 can't remember which schedule of the RFP it lays
11 it out, but they basically lay out a schedule to
12 the proponents of when they could expect to see
13 updates.

14 So there's planned version releases or
15 version updates of these specs. But there was
16 also some that, I think, that procurement folks
17 were compelled to release in between. So they
18 were, quite often, like, you know, a 2-point
19 something was a version release in between two
20 and three, so to speak, so they could be a
21 version two of the spec and a version three of
22 the spec, but there were releases in between and
23 they would be captured through a two-point
24 something.

25 So there could have been multiple

1 releases in between. Again, it depended on the
2 nature of that change and how, I guess,
3 procurement folks decided how important it was
4 to get that release out.

5 LIZ MCLELLAN: And can you think of
6 any significant examples of changes that were in
7 between versions?

8 ALLAN FRASER: Not off the top of my
9 head, specifically to 15-3, no. Nothing -- not
10 for 11 years, I haven't thought too much about
11 it. No, I can't think of anything off the top
12 of my head. I guess the thing was, you want the
13 proponents to be working with the most current
14 or up-to-date information to not, kind of, be
15 wondering about something even though we would
16 reply to RFIs, they were nonbinding until it was
17 put into a version.

18 So to give comfort, the procurement
19 folks would determine how, you know, to get
20 those responses out sooner than later, so they
21 would -- they didn't want to do it death by a
22 thousand cuts. You don't want like a zillion
23 versions.

24 But once there was enough edits being
25 done, they would decide to release a version and

1 update it. That way, it gives the proponents
2 looking at it some comfort that you weren't
3 ignoring their request or weren't ignoring
4 something that you've gone ahead and dealt with
5 and had made the change.

6 LIZ MCLELLAN: In terms of the project
7 budget when you begin your work on the OLRT
8 Stage I, were you aware of the budget, was it
9 something that was discussed?

10 ALLAN FRASER: Not so much in my
11 level. I knew that there was sort of an
12 overarching financial target of the program what
13 was, sort of, set as affordable, affordability
14 sort of number. But that was about it.

15 There was, you know, I think there was
16 a whole other team of project controls folks
17 that dealt with, sort of, the financial end of
18 it between the TA as well as Deloitte, the
19 finance folks and, of course, RIO, Rail
20 Implementation Office. So I think they were all
21 in charge of that. But I really didn't have too
22 much involvement with that.

23 LIZ MCLELLAN: And then, are you aware
24 of any work that was done to evaluate the budget
25 or were you just not necessarily involved?

1 ALLAN FRASER: I think they probably
2 had some quantity estimators plugged into it.
3 Again, I'm not really -- I'm just, sort of,
4 aware of it, but I don't really know the
5 particulars of it or the specifics of it. But
6 they would have had somebody looking at it.

7 LIZ MCLELLAN: And then were you
8 involved in value engineering?

9 ALLAN FRASER: No, no.

10 LIZ MCLELLAN: Were you involved in
11 assessing geotechnical risk?

12 ALLAN FRASER: No. But I was -- I
13 know we were connecting with the geotechnical
14 folks particularly for tunneling expertise
15 because of our development of 15-3. So I wasn't
16 plugged into, sort of, that geotechnical risk
17 and how we were evaluating that or looking at
18 it.

19 But we were aware of it because we
20 were also trying to make sure that our 15-3
21 requirements around the tunneling, and even the
22 alignment for that matter, I guess, were
23 appropriate.

24 So we had, as I mentioned, subject
25 matter experts from the tunneling folks that

1 were, kind of, plugging into us with that sort
2 of information.

3 LIZ MCLELLAN: And then, I guess in
4 terms of the specs around geotechnical risk, was
5 that, sort of, out of the ordinary on other
6 projects you had seen, or can you speak to that?

7 ALLAN FRASER: Not really. I know
8 it's a long alignment and tunneling through the
9 downtown core of Ottawa was certainly a
10 challenge. But that's about, probably, the
11 extent of my knowledge on that, just that I know
12 that there was a lot of discussions and
13 certainly I think even some innovation --
14 innovative solutions on, sort of, the
15 development of the project requirements in
16 settings, sort of, that -- I think they set
17 some, sort of, band around the geotechnical risk
18 profile that the proponents were willing to
19 accept so they created some sort of structure.

20 But that's about the extent of my
21 knowledge on it, just that there was a bit of
22 innovation there through the procurement folks
23 that allowed the proponents to the size up the
24 geotechnical risk or they were willing to take.

25 LIZ MCLELLAN: And were you aware of

1 risk transfer on the geotechnical risk side from
2 the City to the successful proponent, and if so,
3 did you have a view on that?

4 ALLAN FRASER: No. I wasn't plugged
5 into that. I'm not sure what in the end the
6 successful proponent -- I'm not sure what they
7 landed on as far as the risk they were willing
8 to take.

9 LIZ MCLELLAN: Were you involved in
10 determining payment milestones and how the
11 payment milestones would work?

12 ALLAN FRASER: No. So the payment
13 milestones were part of the construction part
14 during implementation, so I didn't have any
15 involvement or, sort of, say, so to speak, in
16 that regard. I just knew that it was happening.
17 That was it.

18 LIZ MCLELLAN: I guess, did you speak
19 to them before payment schedules with respect to
20 the specs, or was there a relationship there?

21 ALLAN FRASER: The reference I was
22 making earlier was the payment mechanism, so the
23 actual payment that would take place once the
24 project was in revenue service, so that's the
25 reference I was making.

1 But the reference that was happening
2 during implementation, I wasn't really involved
3 with that at all.

4 LIZ MCLELLAN: So --

5 KATE MCGRANN: Do you mind if I jump
6 in for a second? Just while you are speaking to
7 the payment mechanism work that you did,
8 Mr. Fraser, can help us understand, for
9 starters, what purposes the payment mechanism
10 was intended to serve as far as the maintenance
11 provider went?

12 ALLAN FRASER: Yep. So the payment
13 mechanism mapped out the return on, I guess, the
14 proponents investment, so to speak, so it set
15 out over a 30-year term how the maintainer would
16 be compensated for his efforts. So the idea
17 being is that it motivates him to get through
18 design implementation to build the system
19 efficiently because, theoretically, other than
20 that milestone payment that Liz just brought up,
21 theoretically, in, sort of, the normal AFP,
22 there wouldn't be any payments.

23 But again, the City, probably a bit of
24 innovation at the time at Stage I when they were
25 developing that, was to recognize that maybe

1 some payment would be warranted through
2 construction, so they allowed those milestones.
3 But anyway, I digress.

4 As far as the M&R and payment
5 mechanism, it was really the payment to the
6 Project Company over 30 years to how he would be
7 compensated for what he built. And our biggest
8 touch point was the deductions of what he was
9 being compensated, so it was really around the
10 key performance measures that we developed and
11 what deductions would be enforced from the
12 payment schedule that he already had planned out
13 for the return on what he built.

14 KATE MCGRANN: You said "M&R" what
15 does that stand for?

16 ALLAN FRASER: Maintenance and
17 Rehabilitation, so it's the schedule 15-3. So
18 it maps out the key performance measures from a
19 maintenance rehabilitation standpoint, and
20 there's sort of three main buckets in that M&R
21 spec. It's the, what we call "appendix A," is
22 the performance measures themselves and it
23 really speaks around what the system has to do
24 day-to-day more so than anything.

25 Then appendix B is the asset

1 preservation part, so that's the planning, the
2 rehabilitation cycle or planning that cycle. So
3 looking ahead, so based on his evaluations that
4 he's doing on the system. And the way we've
5 asked him to report on that, he would report the
6 health of the system, the health of different
7 parts of the system, and that schedule he would
8 plan out the lifecycle improvements over the
9 30-year term.

10 And then appendix C is the expiry date
11 requirements which is what the minimum
12 requirements are of the system at hand back to
13 the city.

14 KATE MCGRANN: You said "he" several
15 times in that answer. Who are you referring to
16 when you say "he" needs to do this, and "he"
17 needs to do that?

18 ALLAN FRASER: Projects Company.
19 Sorry.

20 KATE MCGRANN: The deductions, how
21 frequently were they to be applied?

22 ALLAN FRASER: I believe --

23 KATE MCGRANN: (Inaudible) sorry, I
24 should say.

25 ALLAN FRASER: I think it was --

1 (Reporter seeks clarification.)

2 KATE MCGRANN: I asked first how
3 regularly, or how frequently were the deductions
4 to be applied, but there's an assumption
5 built-in there that the deductions would be
6 applied at all.

7 How regularly or frequently were the
8 deductions to be considered?

9 ALLAN FRASER: I believe it was
10 monthly. I think the payment -- and again, I'm
11 just trying to go off memory here. But I'm
12 pretty sure the payment mechanism was set up for
13 a monthly payment over the 30-year term.

14 So I believe the reporting of the
15 system on a day-to-day basis through the
16 schedule 15-3 was intended to be monthly. I
17 mean, actually, there was even daily reporting
18 for that matter.

19 But I think it kind of rolls up into a
20 monthly report of where the M&R was at. And
21 that would then in turn go forward to the
22 schedule for payment mechanism to contemplate
23 what deductions should apply.

24 KATE MCGRANN: Do you remember if
25 there was a ceiling considered for any

1 particular KPMS such that you could be penalized
2 up to a point, but no further? Or any sort of
3 restrictions built-in?

4 ALLAN FRASER: Not that it comes to
5 mind directly in schedule 15-3. But I believe
6 there was something in the project agreement
7 that spoke to that, so that there was -- there's
8 some language there, commercially, that spoke to
9 -- I think it was mainly around escalatory
10 requirements. Like when -- like, you just can't
11 let something reoccur over and over again and
12 never deal with it, that at some point, there is
13 an escalation that takes place.

14 KATE MCGRANN: Were you involved in
15 helping to translate the requirements, the
16 payment requirements that you helped to built
17 into the project agreement?

18 ALLAN FRASER: Just from a technical
19 or through the subject matter experts, we were
20 just providing the support to Deloitte who were
21 developing the actual payment mechanism
22 language. So like I was saying earlier, they
23 would engage us, and they would run these, sort
24 of, stress tests or case scenarios, so to speak,
25 of what would a deduction look like if this

1 event happened.

2 And we ran through a few of those
3 meetings with Deloitte and then they took it
4 away and they incorporate it into the payment
5 mechanism schedule.

6 KATE MCGRANN: And did you have any,
7 sort of, final review on their work product to
8 confirm that they had captured what you intended
9 to communicate?

10 ALLAN FRASER: Yes, our team did.
11 Yeah, so myself and the subject matter experts
12 would have looked at that, yes. We looked at it
13 and would have, obviously, commented back if
14 there was something there that we hadn't talked
15 about or whatever.

16 KATE MCGRANN: And do you remember
17 that form that review took? And by that I mean,
18 did you conduct the review in a meeting where
19 somebody took minutes of all of your comments or
20 were you provided with a paper copy that you
21 then circulated and provided written comments
22 back?

23 ALLAN FRASER: If I remember
24 correctly, it was a paper copy. So through our
25 SharePoint site, as versions were being updated,

1 they were being posted on that SharePoint site,
2 and then the various people that are inputting
3 into those schedules would be contacted through,
4 sort of, our regular coordination meetings to
5 have a look at those schedules and make comments
6 if there were any.

7 KATE MCGRANN: And you mentioned
8 working with Deloitte on this.

9 Was anybody else involved in this work
10 devising the payment mechanism specifically with
11 respect to maintenance?

12 ALLAN FRASER: Did I recall? Just
13 mainly Deloitte, Michael Fishbane (phonetic) --
14 what's the fellow's name? I don't remember
15 anybody -- I would almost think there would have
16 been somebody from the City, but the name is not
17 coming to mind. The person that we quite often
18 were dealing with was Michael.

19 KATE MCGRANN: And do you know if
20 Deloitte was working from any precedents? You
21 had mentioned that you worked for precedents for
22 the PSOS including the Canada Line and the
23 Windsor Essex Line that you had -- expansion
24 that you had worked on.

25 Do you know if there was a set of

1 precedents that were being used to draft the
2 payment mechanism?

3 ALLAN FRASER: Yeah, I think Deloitte
4 were using the similar AFP model, so the payment
5 mechanism that have been used in Ontario,
6 perhaps, Windsor Essex Parkway and others. I
7 believe that interface of infrastructure --
8 Infrastructure Ontario, coming in, IO coming in
9 to help facilitate their procurement model. And
10 I think Deloitte took that -- I believe took
11 that similar approach of what was already in
12 Infrastructure Ontario's model.

13 KATE MCGRANN: Were there any aspects
14 of the Ottawa project that required you to
15 deviate from the precedents? You talked about
16 the need to be more specific than the Canada
17 Line.

18 I'm just wondering if there any other
19 elements of the Ottawa project that you had to
20 specifically work to incorporate in the payment
21 mechanism work you were doing.

22 ALLAN FRASER: No. I think the main
23 interface, as I mentioned, being the operations.
24 So normally, like in the Canada Line, it was --
25 everything was with the private sector,

1 operations, maintenance, rehabilitation, whereas
2 in the OLRT, we were having the City operate
3 still, and the contractor, external service
4 provider maintaining, so it was that interface
5 that was driving, sort of, the nature of this
6 spec and how we set it up.

7 And we set up those quality -- those
8 key performance measures around quality and
9 availability particularly to make sure that we
10 address those operational interfaces.

11 KATE MCGRANN: Did you or anyone on
12 your team, to your knowledge, take into account
13 or consider the fact that unlike on the Canada
14 Line, maintenance and operations were going to
15 be split between the City and a private partner
16 in Ottawa.

17 I understand that you look to ensuring
18 the City got what it needed, but did you think
19 about the collaborative nature of the
20 relationship that would be required for a
21 successful thirty-year operation for a system
22 like this?

23 ALLAN FRASER: Yes, we did. In
24 schedule 15-3, we developed one of the
25 attachments in the appendices, I think it was A,

1 that spoke specific to the operational and
2 maintenance interface and the intent of that
3 regular meeting, regular discussion between the
4 maintainer and the operator daily, like not just
5 once a month. It was intended to be a daily
6 reporting and discussion of where things were
7 at, basically, what had happened today before
8 and was happening that day, and the next day,
9 for that matter.

10 So there was specific requirements,
11 again, to try and deal with that interface
12 between the operator and maintainer.

13 KATE MCGRANN: Could you -- I realize
14 it's been 11 years. You can pause there for a
15 second.

16 Be that as it may, are you able to
17 speak in any more detail about what you just
18 described, the requirement that there be an
19 active interface between the City and the
20 maintainer with meetings and things like that?

21 ALLAN FRASER: Yeah. Like, it kind of
22 summed it up there. Like, there was the intent
23 that the Project Company has a delegated
24 individual, and the operator also has that
25 count -- that counter or that individual on the

1 operations side, and that there would be that
2 daily interaction, like on how -- on what trains
3 were being released, what was the planned
4 schedule for that particular day.

5 And these schedules weren't done
6 daily. These schedules were done on what they
7 call "bookings," like, they were booking out --
8 I think they book out quarterly, if I remember
9 correctly, so that they knew what trains needed
10 to come into service, and what ones were going
11 out of service to be maintained, and how that
12 handoff was taking place.

13 So there was literally an interface or
14 a requirement of the handoff between the
15 maintainer and the operator for each train. So
16 we addressed that in our 15-3, and we got into
17 some specificity there because that's one part
18 that we had to be a bit more prescriptive in
19 order to address that interface.

20 KATE MCGRANN: And can you -- do you
21 recall what was specified when you say you got
22 into some specificity there, what aspects were
23 specified?

24 ALLAN FRASER: This is where my memory
25 escapes me because I just don't remember the

1 exact details. I know we put it in our schedule
2 15-3. There's a specific attachment. I think
3 it was attachment 14, or something like that,
4 that spoke to that interface between the
5 operator and maintainer - like, how that would
6 take place.

7 KATE MCGRANN: And do you recall if
8 any steps were taken to incentivize that
9 required interfacing?

10 ALLAN FRASER: Yeah, I'm pretty sure
11 we had key performance measures associated with
12 it. Again, I'd have to look back to see, but,
13 like, we -- OC Transpo was pretty, you know,
14 obviously sensitive to the operations side of
15 it. So we were building KPMs around that, so
16 I'm pretty certain it would have had KPMs with
17 it as well.

18 KATE MCGRANN: And as you were working
19 on this aspect of schedule 15-3, did you take
20 into consideration that the party performing the
21 maintenance may ultimately be one or more
22 subcontracts removed from the private partner we
23 saw in the project agreement?

24 ALLAN FRASER: Yeah. We contemplated
25 that and recognized that they would, ultimately,

1 probably have various service providers
2 supporting them, that it wouldn't necessarily be
3 one throat to choke. But when we developed the
4 15-3, like, we really -- we really had to keep
5 it to the maintainer that ultimately you are the
6 one in the agreement for the 30-year term.

7 How they chose to download some of
8 those risks or KPMs, or whatever, was really for
9 them to decide. But as for far as 15-3 goes,
10 there was that one maintainer, there was that
11 one individual. But, yeah, we kind of did think
12 about it a little bit. But we couldn't, you
13 know, we just couldn't address all the different
14 scenarios that could've come into play. So we
15 really just kept it to the maintainer.

16 KATE MCGRANN: And maybe you just
17 answered this question, but I'll ask it to be
18 sure.

19 Why is it that you determined that you
20 had to keep this to just the maintainer and
21 didn't account for service providers to the
22 maintainer?

23 ALLAN FRASER: Yeah, because the City,
24 I don't think, wanted multiple contracts or
25 multiple project agreements with the variety of

1 different maintainers. The procurement model
2 was that you build it and you maintain it, and
3 it's you that are in this agreement. How you
4 choose to divvy that work up across other
5 service providers is your choice.

6 But you are the one, the City, like as
7 in Project Company, was the one that the City
8 wanted to deal with. So in our 15-3, we made
9 clear that they had to name their maintenance
10 director. And, again, it was that -- that was
11 the touch point between the operations and the
12 maintenance. How they chose to do the work was
13 their business. But the touch point was to the
14 maintainer.

15 KATE MCGRANN: And then circling back
16 to where we started this conversation in some
17 ways. As you're building out the payment
18 mechanism which is intended to, I think, among
19 other things, incentivize compliance with the
20 maintenance requirements. Is that fair?

21 ALLAN FRASER: Yeah.

22 KATE MCGRANN: Did you consider how
23 the payment mechanism would act to incentivize
24 not just the behaviour of the maintainer, but
25 also the behaviour of any subcontractors or

1 service providers to that company?

2 ALLAN FRASER: No, because we just
3 tried to keep it to the maintainer. So again,
4 we just, I guess, trusted that the maintainer
5 would determine the best way to incentivize
6 their service providers. If they chose to
7 engage others, you know, it would be their
8 business to deal with that. But we really just
9 focused on: This is the KPM, this is how we
10 wanted to recalibrate it through payment
11 mechanism, and this is what would be put back to
12 Project Company if they failed to meet the KPM.

13 KATE MCGRANN: Okay. And then one
14 more area of questioning and I will back out and
15 return the mic, so to speak, to my colleague.

16 But in looking at the impact of the
17 potential deductions on the maintainer, did you
18 have any consideration about building an upper
19 limit beyond which deductions could no longer be
20 applied with a view to the need to continued
21 service over 30 years?

22 ALLAN FRASER: I think they did. This
23 wasn't necessarily, though, my role or my
24 purview per se. But if I remember correctly in
25 payment mechanism schedule, it did provide some,

1 sort of, ceiling and whatnot. But I think, as I
2 mentioned earlier, I think it was as much around
3 an escalation that needs to take place that if
4 you are capping it, there's still something that
5 needs to happen to correct this, right, because
6 you recognize you may need to cap it from a
7 financial perspective. But there's still a
8 service requirement or availability requirement
9 that needs to be addressed.

10 There's one area, in particular, that
11 comes to mind. We had a major maintenance -- I
12 can't remember the term we landed on, a major
13 maintenance event, or something of that nature
14 where we capped it, if I remember correctly, it
15 was at, I don't know, 50,000. I can't remember.
16 But we did cap and we did, sort of, characterize
17 what that major maintenance event was.

18 But also there was still always that
19 expectation that, okay, the event happened, but
20 you still need to address how you're going to
21 prevent this from happening again.

22 KATE MCGRANN: And if you can recall,
23 what kind of thing would qualify as a major
24 maintenance event?

25 ALLAN FRASER: So I guess if a vehicle

1 wasn't available for service, so there was, at
2 the time, we were sensitive to not double
3 tapping or double hitting them on something. So
4 there was a service and availability
5 requirements that come into play just by virtue
6 of the operations of the trains themselves that
7 they could be deducted on if the vehicles for
8 whatever reason weren't quite doing something.

9 But we also recognized that if
10 something major happened that that vehicle was
11 clearly out of service and not available,
12 period, then we would just do that one-time
13 scenario, that one-time deduction without -- and
14 I'm pretty certain it wasn't the intent that we
15 were doubling up also hitting them on the other
16 part as well, so it was kind of like, okay,
17 well, in this circumstance, we'll do the major
18 maintenance deduction, and not go after the
19 operational performance.

20 KATE MCGRANN: Thank you very much.
21 That's was it for my follow-up questions for
22 now.

23 ALLAN FRASER: Sure.

24 LIZ MCLELLAN: I'm cognizant of the
25 fact we've been going for an hour and 15

1 minutes. So Mr. Fraser, Madam Reporter, would
2 you like a five-minute break? Or would you
3 prefer to keep going?

4 ALLAN FRASER: I wouldn't mind
5 grabbing a glass of water if you don't mind
6 unless we're almost done.

7 LIZ MCLELLAN: If you want to say --
8 pretty soon, but I just wanted to offer a break.
9 Do you want to say, like, 3:21?

10 ALLAN FRASER: Okay.

11 -- RECESS TAKEN AT 3:16 P.M.

12 -- RESUME AT 3:22 P.M.

13 LIZ MCLELLAN: Mr. Fraser, was IO
14 working on the project when you started or did
15 they join later?

16 ALLAN FRASER: No. They were there
17 already when I started, yes.

18 LIZ MCLELLAN: And what was their
19 role?

20 ALLAN FRASER: I guess to shepherd the
21 procurement process, so they weren't, I guess,
22 the co-sponsor, so to speak, as far as I recall.
23 But they were there supporting the City of
24 Ottawa with the whole procurement model, sort
25 of, the whole context of it. So they were

1 there, sort of, giving advice and understanding
2 of the various schedules, what they were
3 intended for, and giving advice to both CTP and
4 the City RIO, Rail Implementation Office on sort
5 of the requirements of developing the PSOS and
6 the various schedules of the RFP. The schedule
7 itself, the whole in-market process, the CCM,
8 DPMs, the fairness -- there was a fairness
9 commissioner plugged in.

10 So IO was there, and I only remember
11 the two individuals Bruce Beams and -- now I've
12 forgotten his name, Alan something, Alan Poon,
13 was the other IO representative that were there
14 attending as most [sic] of the meetings as they
15 could. But not directing or dictating anything,
16 just guiding, just giving guidance and that kind
17 of advising the City or the CTP, for that matter
18 on, sort of, the steps that needed to take
19 place.

20 LIZ MCLELLAN: And how did IO -- you
21 sort of answered this. But how did IO do their
22 work?

23 ALLAN FRASER: I would say they were
24 there in person. Mainly attending meetings, and
25 I think, I don't know for sure though, but I

1 think Bruce, particularly, was probably part of
2 the, sort of, the steering committee or the --
3 I'm guessing he was part of that committee that
4 was sort of overseeing the whole project, or at
5 least providing advice on that.

6 And Alan attended a lot of our
7 meetings. He was sort of the main person that
8 we are dealing with on developing schedule 15-3.
9 So Bruce, I would say, was, sort of, maybe a
10 level above Alan, more at the executive or the
11 management level, and then Alan was sort of
12 helping us with the development of the PSOS.

13 LIZ MCLELLAN: And who did IO
14 primarily interact with?

15 ALLAN FRASER: Yes. So Bruce, I would
16 say, at the senior level or the higher level
17 between George Tappas and Keith MacKenzie; and
18 Charles Wheeler and Gary Craig with RIO. Those
19 sorts of individuals, and probably mainly on the
20 project agreement and the, sort of, more
21 commercial schedules. And then I would say,
22 Alan more so on the technical schedules, so
23 helping us with PSOS 15-2, 15-3. I'm pretty
24 sure Alan was part of our discussions on the
25 payment mechanism as well, if I remember

1 correctly, because of how 15-3 and Paymac
2 touched together. But yeah, I would say more of
3 our -- at least my interface that I remember was
4 with Alan.

5 LIZ MCLELLAN: And what was Alan's
6 role in working on the payment mechanism piece?

7 ALLAN FRASER: Again, I think just
8 from a guiding perspective, like, the intent of
9 the payment mechanism, how it was set up as far
10 as AFP template goes, Infrastructure Ontario's
11 AFP template, just providing that, sort of,
12 guidance or advice, but I wouldn't say too much
13 beyond that.

14 LIZ MCLELLAN: And was a lot of his
15 advice you remember, like, was it implemented,
16 how was his advice taken?

17 ALLAN FRASER: I honestly don't
18 remember. I don't think that our payment
19 mechanism was really too far different than what
20 the IO model was to begin with. I think maybe
21 outside of the nuance that I'd mentioned before
22 the break about capping that major maintenance
23 aspect that we put into the payment mechanism,
24 outside of that, I think a lot of the template
25 was, sort of, carried forward from what was

1 already there.

2 It was just calibrating it to an LRT,
3 like, just what makes sense in the size of this
4 transaction and how those payments are given
5 back to the maintainer.

6 LIZ MCLELLAN: And then what
7 interactions did you have with IO?

8 ALLAN FRASER: We sort of had regular
9 meetings, or we certainly had meetings with our
10 subject matter experts and we always invited the
11 IO contact representative and he would be pulled
12 in many directions. But he would do his best to
13 attend our meetings, and he would listen in and
14 give us advice on writing a performance-based
15 spec versus a prescriptive spec, or if we were
16 in need of being more prescriptive, he would
17 help, giving us around that as well.

18 Particularly, advice, I would say, on
19 the other touch points of what we were doing on
20 the other schedules. Like, there was so many
21 schedules, 30-some odd schedules that come into
22 play. Like, IO had a better perspective on
23 things that we were doing specifically in our
24 schedule, and how they might manifest into other
25 schedules, so they would, sort of, take -- give

1 us advice around that.

2 LIZ MCLELLAN: And how did OI's
3 involvement impact the project?

4 ALLAN FRASER: I think it was
5 positive. They were certainly -- understood
6 their model. They understood the intent of the
7 IO, AFP model. I guess, the nuance in our
8 instance was it was a DBFM, and we didn't have
9 the operations part, so we had to, sort of, deal
10 with that interface.

11 But I think they were there to help
12 trying to facilitate our work to try and get the
13 schedules completed and trying to maintain a
14 schedules.

15 LIZ MCLELLAN: Do you recall any other
16 third-party advisors involved in your area of
17 work or in the procurement phases you were
18 involved in?

19 ALLAN FRASER: None come off the top
20 of my head. No. Not specifically on 15-3.
21 Like, most of our -- all of the subject matter
22 experts, at least that I can think of, were part
23 of CPT, and we had our Rail Implementation
24 Office individuals that we connected with. So
25 no, I can't think of anybody else, at least

1 associated with 15-3. And I had already
2 mentioned Deloitte on the payment mechanisms.
3 So no, not that I can recall.

4 LIZ MCLELLAN: And then so more
5 generally, your role was about monitoring
6 compliance with the RFP?

7 ALLAN FRASER: It was developing the
8 project's specific output specs, but I wasn't
9 there monitoring compliance of Project Company's
10 delivery or implementation. I wasn't part of
11 the project. But we were there developing the
12 PSOS itself, and also we were inputting into
13 what technical compliance looked like or what we
14 wanted it to look like, so that when it did come
15 time to do the technical compliance evaluation
16 after commercial closed, that we would be able
17 to go through that exercise.

18 So that would be, sort of, the extent
19 of my involvement on RFP compliance would be
20 after commercial close, and it was really just
21 the view of what each of the proponents had
22 submitted to us relative to what we asked them
23 to submit for technical compliance. We had to
24 make a determination of whether it was
25 observable, unobservable, or not compliant.

1 LIZ MCLELLAN: Before I move onto my
2 last area, I'll just check in with my colleague,
3 Ms. McGrann, to see if she has any follow-up
4 questions.

5 KATE MCGRANN: No follow-up questions.
6 Thank you.

7 LIZ MCLELLAN: So let's shift to
8 Stage II.

9 What has your work involved in
10 Stage II?

11 ALLAN FRASER: Okay. So I was brought
12 into Stage II for the highway work. So in
13 Stage II expansion, particularly Confederation
14 West, the western extension, there was a huge
15 interface with the MTO along Highway 417.

16 The alignment would actually cut
17 through MTO's right-of-way and then run along
18 MTO's right-of-way, immediately right beside of
19 it. And then in some instances, again, crossing
20 into it, and even occupying it for the
21 long-term.

22 So part of my, I guess, expertise per
23 se, I've done a lot of work for the MTO as an
24 external service provider to MTO, so kind of
25 familiar with what it is their requirements are.

1 So I was brought in to help facilitate that
2 interface between the Confederation Line west
3 extension and MTO and their right-of-way, and
4 what MTO would need the project to do in order
5 to make sure MTO's infrastructure was built to
6 their standards and specifications and whatnot.

7 So that was my -- the first hat I
8 wore, I guess the main hat I wore. And then
9 beyond that, because of my role in Stage I, I
10 was also supporting the adjustments to schedule
11 15-3 that were being negotiated with RTG, it was
12 already in play as a maintainer on Stage I.

13 We had to develop the interface
14 between how we handed over Stage II, what was
15 being built in Stage II to make sure that it was
16 aligned with what RTG basically had agreed to
17 through Stage I.

18 So we, kind of, had to have several
19 meetings with RTG between ourselves and the City
20 and RTG to work through what it was we were
21 building in Stage II, and how it touched --
22 basically it would touch RTG because it was
23 going to be maintained by them. Eventually it
24 will be handed over to them for maintenance.

25 So that was another hat I wore. And

1 then I also helped develop schedule 15-3 for the
2 Trillium Line. So those were, sort of, my three
3 hats that I wore, I guess, on the project.

4 LIZ MCLELLAN: When were those
5 meetings with RTG?

6 ALLAN FRASER: So after we determined
7 that we were going to have a design, build,
8 finance, little "F", so, small finance, so
9 that's really just financing through to
10 construction and a short period after
11 construction. Once we landed that was the
12 procurement model we were going to have, then
13 there was, sort of, a meeting with RTG between
14 the City and RTG on what that meant for RTG as
15 the maintainer to basically keep them on as a
16 maintainer.

17 So there were these discussions that
18 took place, I believe it was in -- I just can't
19 remember when in 2018, but I think it was early
20 in 2018. And then once they had, sort of, an
21 understanding, I can't remember if it was a
22 memorandum of understanding. But anyway, they
23 had this, sort of, agreement in principle or an
24 understanding of how to proceed. Then my role
25 kicked in where I was, sort of, facilitating on

1 what was happening on Confederation Line as far
2 as we were planning on building, and how that
3 would impact schedule 15-3. So I think that
4 started, it was in 2018, I'm pretty certain. I
5 think it was early 2018.

6 LIZ MCLELLAN: And what were those
7 meetings like? What were the discussions, what
8 were they like and who was there?

9 ALLAN FRASER: So we had RTG
10 representatives. There was two of them, and I'm
11 bad with names because I can see them, but I
12 can't think of their names. And it was myself,
13 and we also had other CTP and City folk, or OC
14 Transpo folks plugged in. Sorry. The names
15 escape me.

16 Larry Gaul was one of them. He was on
17 the operations maintenance support, he's with
18 CTP. And there was myself, and I can't think of
19 the guy's name from RTG. But he was at every
20 meeting that we had. And we also had OC
21 Transpo, there was an individual. Again, I
22 apologize. I can follow up with his name. But
23 I can't think of it right now. It wasn't Pat,
24 it was somebody different.

25 But we were getting together at these

1 meetings and also at the beginning we were
2 calling in our subject matter experts as well to
3 help communicate to RTG what was planned or what
4 we were building as part of the expansion
5 project. So the main principle of what we were
6 doing, though, at schedule 15-3, and we called
7 it the "consolidated version," so it took
8 Stage I and it consolidated in Stage II into one
9 schedule 15-3C, we called it. We had to stay
10 within the original context and philosophy
11 around maintenance of what RTG had agreed to as
12 part of Stage I.

13 So that was one of, sort of, the
14 overarching principles that we had to ensure.
15 And RTG did a good job of that, making sure that
16 it was in line with what they understood from
17 their Stage I, sort of, pursuit.

18 So there was probably at these five
19 maybe, six meetings around that, and we kept
20 refining schedule 15-3C. And eventually, we
21 landed on it and it became, sort of,
22 crystallized between the City and RTG. We had
23 to make sure we could do that because they had
24 to know the procurement model as a DBF could go
25 forward.

1 So they were kind of happening in
2 concert, but we were working through both at the
3 same time just to make sure that they had a
4 maintainer, really, because if they didn't have
5 a maintainer, if something wouldn't work there,
6 presumably they might have to change the model.
7 But anyway, we got through it and made it work
8 as far as the adjustments we had to make to
9 schedule 15-3C.

10 LIZ MCLELLAN: What do you mean by RTG
11 did a good job of that on making sure the
12 requirements (inaudible) on Stage I?

13 ALLAN FRASER: Well, they knew the
14 risk profile that they had signed up for in
15 Stage I, and if they thought we were introducing
16 any added risk, they would bring it to our
17 attention.

18 So I mean, it's not that we were
19 intentionally trying to do any of that, but if
20 there was like an example, a piece of
21 infrastructure that we felt should be part of
22 their maintenance responsibilities, if they
23 didn't feel it was part of their maintenance
24 responsibilities, they would show us the
25 examples in Stage I that they had built or were

1 building, and why it shouldn't have been part of
2 their maintenance responsibility.

3 So that's what I mean by that. So
4 they did a pretty thorough job of going through
5 all of the Stage II infrastructure that was
6 being built, and what we were requesting them to
7 take the maintenance responsibilities for. So
8 that's what I mean by a good job, they did a
9 good job of going through that list or those
10 requirements and pointing out ones that they
11 felt wasn't aligned with what they had signed up
12 for in Stage I.

13 LIZ MCLELLAN: So who would be raising
14 those issues from RTG's side?

15 ALLAN FRASER: Is the man's name that,
16 I apologize, I can't think of his name, James
17 something. But I can't remember his last name.
18 James...

19 LIZ MCLELLAN: And do you remember the
20 process of how RTG would point out the extra
21 responsibilities and then how those
22 responsibilities would be taken away?

23 ALLAN FRASER: Yes. So we had a track
24 versions, sort of, a version of the schedule
25 15-3. So we took a pen to begin with to make

1 the first edits of what we felt we wanted to
2 transfer to RTG for maintenance. And then RTG,
3 we would give it to them, and they would have a
4 period of time to look at it. And they had
5 other -- obviously, other people that they
6 needed to talk to as well from their end they
7 had been dealing with, you know, beyond
8 themselves, I presume. Like, perhaps, elevator
9 maintenance people or vehicles or whoever it
10 might be, right? They would take it away for a
11 period of time, and then they would come back to
12 us with sort of, quote-unquote, a counter or
13 their position on what they felt was fair or
14 what they felt was aligned with their Stage I
15 requirements.

16 LIZ MCLELLAN: Do you have an idea of
17 how many requirements and which requirements
18 were kept versus thrown out based on those
19 discussions?

20 ALLAN FRASER: Not off the top of my
21 head. But we had a tracking, as I mentioned.
22 We had a version controller, a tracking of those
23 instances of what was put forward initially and
24 what was, you know, diverted back to the City or
25 others to maintain by virtue of them or us, both

1 parties agreeing of whether it was aligned with
2 Stage I or not.

3 So I don't -- off the top of my head,
4 I don't, but, I mean, we had a tracking that
5 we'd set up to deal with those. The ones that
6 come to mind are the ones that crossed through
7 the alignment. There was certain drainage
8 aspects, certain sewers and culverts that we had
9 to reconcile between whether or not it should've
10 been part of RTG's maintenance or the City's
11 maintenance and other -- there was a couple
12 of -- there's another instance that comes to
13 mind.

14 It was the retaining walls and whether
15 those retaining walls were supporting our
16 guideway bridge, or a street bridge. And RTG
17 would point to the examples from Stage I that
18 argued to their benefit, I guess, or the case of
19 whether it should be part of their maintenance
20 or not.

21 So those are a couple of examples that
22 come to my mind. But we tracked all those, so
23 we kind of did the first cut, there's the
24 maintenance we'd like you to take over or take
25 upon when Stage II is built out. And then they

1 would mark up, sort of, our version of 15-3 with
2 their comments. And then we would have a
3 meeting and we will talk about the comments and
4 determine what should stay and what should go.

5 LIZ MCLELLAN: And so is that what you
6 were referring -- oh, sorry, Kate. Go ahead.

7 KATE MCGRANN: I don't mean to
8 interrupt, but two quick questions. As a result
9 of these negotiations and the introduction of
10 Stage II into RTM's area of responsibility, were
11 any changes made to the maintenance requirements
12 or what RTG was responsible for from a
13 maintenance perspective in Stage I?

14 ALLAN FRASER: Yes. There were some
15 adjustments. Because -- because of the expanded
16 service, the much further distance from the
17 maintenance facility that RTG or RTM - I guess
18 if that's the correct acronym that they are
19 using - needed to go to. Like, I'm using an
20 example like the Trim, the Trim station is the
21 furthest reach of the eastern extension.

22 And, you know, from their perspective,
23 the way we calibrated the KPMs for Stage I,
24 which was for about 10 or 11 kilometres of
25 network, almost centred around the MSF, maybe a

1 little bit towards the west.

2 But anyway, their argument was, or
3 their case was that we knew how we could reach
4 that Stage I part within the requirements that
5 you put out for us. But as soon as you extend
6 12 kilometres to the east, and 12 kilometres to
7 the west from our MSF, and we have all this
8 network to get through, or if we can't go
9 through the track network, then we are
10 travelling city streets.

11 So anyway, they presented all this
12 argument or this, sort of, case to us, and we
13 had a few meetings around that to resolve it.
14 So particularly, anything that had to do with
15 the immediate availability of services or the
16 system, those were the ones we really zeroed in
17 on because they always tend to have a time frame
18 connected to them. They're not necessarily --
19 they're not like a quality failure, they're
20 simply around availability, like a station being
21 open or available for service, or an elevator
22 being available for folks to be able to use,
23 that we had timing associated with that and we
24 had to negotiate an adjustment of the timing
25 because of the extended system.

1 KATE MCGRANN: And I'm sorry. Would
2 that negotiated adjustment of timing apply to
3 the Stage I line as it went into passenger
4 service?

5 ALLAN FRASER: I believe, yes, I
6 think. Sorry. I'm trying to remember now
7 because we debated whether we had two streams, a
8 Stage I stream and a Stage II stream. But I
9 think we negotiated, if I remember correctly,
10 common ground, because we didn't want to have
11 the two separate streams running. We wanted it
12 to be a one system, one consolidated -- like,
13 the nuance being that you've kind of tiered the
14 service from one system to the extended system.
15 And we didn't want that optics. We didn't want
16 that to look like that. So we negotiated one
17 response that was appropriate for the whole
18 system.

19 KATE MCGRANN: And my other question,
20 just you know why we're asking. Our focus is on
21 Stage I, the OLRT Stage I, but my other question
22 is as a result of the negotiations regarding
23 RTG, RTM's involvement in Stage II, was there
24 any change made to the payment mechanism as it
25 applied to Stage I maintenance?

1 ALLAN FRASER: There would have been
2 -- I know as part of the agreement in principle
3 the MOU that they dealt with RTG, there was a
4 variation that contemplated simply the need for
5 the maintenance. And I think there was five
6 variations in total that, sort of, connected to
7 RTM in that context.

8 But I think there was also -- and
9 sorry, Kate, I don't know for sure, but I think
10 there would have been changes to the Paymac. To
11 me, it would seem that there would be. I would
12 think that there would have been a similar
13 calibration. I just wasn't -- I just wasn't,
14 maybe, directly connected with that. I was more
15 on the 15-3C itself. But to me, it would make
16 sense that there would have been a calibration
17 because of the extended service.

18 KATE MCGRANN: That's it for my
19 follow-up question.

20 LIZ MCLELLAN: So I guess there was
21 no -- following up to what Kate was asking,
22 there was no reference about a change from the
23 mechanisms from Stage I to II?

24 ALLAN FRASER: Yeah. Not in 15-3 at
25 least. We tried to not have this sort of a

1 two-tiered system. We didn't want that to look
2 like that, like, to have it one response to an
3 elevator outage on one part of the system versus
4 another part of the system. So we negotiated
5 common ground to have, you know, a one response
6 to the whole system.

7 LIZ MCLELLAN: So are there any issues
8 that we haven't discussed today that are
9 relevant to the Commission's mandate that you
10 think we should have covered?

11 ALLAN FRASER: No. Nothing I can
12 think of.

13 LIZ MCLELLAN: Okay. And then, we are
14 asking, are there any recommendations that you
15 might have that are relevant to the Commission,
16 what happened with Stage I for projects in the
17 future?

18 ALLAN FRASER: I think the one that
19 comes to mind -- I apologize. I'm not fully
20 connected with what actually -- what, sort of,
21 they had to implement. But one thing that we
22 had in 15-3 was when they get into the lifecycle
23 maintenance, like, it's not -- and we had many
24 meetings around this during the time we were
25 developing 15-3. We recognized that that amount

1 of maintenance, quite often, can't be done in
2 one night.

3 A lot of maintenance can be done in
4 the course of one night or in a period of when
5 the service is down, that overnight window, or
6 even, potentially, during the day if there's a
7 daytime window. But we did recognize that when
8 it came to the lifecycle maintenance and
9 something more significant needed to be done to
10 the system, that there needed to be a plan of
11 how to bridge the system, how to bridge the gap
12 of when that part of the service or the system
13 is out of commission, so to speak, while it's
14 being maintained or it's getting a lifecycle
15 renewal.

16 So we did put that, or some general
17 language to that effect in our schedule 15-3.
18 So I think part of my recommendation would be,
19 if they haven't already, would be to kind of
20 work through that, what that lifecycle renewal
21 plan is, or what it looks like, and get prepared
22 for it when you do knowingly plan to take part
23 of the system down. Not for a night, I'm
24 talking for a few weeks to, perhaps, do some
25 bridge work, or do some major infrastructure

1 work, that they, sort of, have that plan in
2 place to bridge the system, and whether it's
3 with buses or whatever.

4 LIZ MCLELLAN: What was your opinion
5 with respect to 15-3 as it stands on that point?

6 ALLAN FRASER: That's what I mean. We
7 put it in there to indicate that there was a
8 need for that, that RTM, it's theoretically on
9 them to develop that or propose that to the City
10 for the City's review/approval, because the City
11 owns the other infrastructure that they are
12 going to need in order to make that bridging
13 happen.

14 So whether it's bus bridging or
15 whatever the case may be, there has to be that
16 collaboration between the two to happen. So I
17 don't know if RTM has done any development on
18 their lifecycle, how they plan on doing some of
19 those renewals. But that was part of it was to
20 develop the bridging, develop the plan to get
21 around the system for the service, to maintain
22 service.

23 LIZ MCLELLAN: So before I ask your
24 counsel if they have questions, Ms. McGrann, do
25 you have any follow-up questions?

1 KATE MCGRANN: Not from me. Thank
2 you.

3 LIZ MCLELLAN: Mr. Lambert or
4 Mr. Kopp, do you have any follow-up questions?

5 KYLE LAMBERT: Nothing for me.
6 Thanks.

7 JEREMIAH KOPP: Nothing for me. Thank
8 you.

9 LIZ MCLELLAN: I believe that
10 concludes today's interview. Thank you very
11 much for your time today, Mr. Fraser.

12 Concluded at 4:02 P.M.

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2
3 I, LEILA HECKERT, CVR, Certified
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6 That the foregoing proceedings were
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9 That the statements of the presenters
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11 were recorded digitally by me;

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WORD INDEX

< 1 >

10 82:24
11 22:22 23:21
44:10 58:14
82:24
12 83:6
14 60:3
15 65:25
15-2 29:7, 11,
23 30:4 31:8,
11, 15, 17, 22
42:5 68:23
15-3 6:18 7:2
8:5 15:17 16:6
17:12 19:6
20:9, 17 21:7
22:4, 12 26:9
29:10, 14 30:4
31:19 37:6
42:2, 6 44:9
46:15, 20 50:17
52:16 53:5
57:24 59:16
60:2, 19 61:4, 9
62:8 68:8, 23
69:1 71:20
72:1 74:11
75:1 76:3 77:6
79:25 82:1
85:24 86:22, 25
87:17 88:5
15-3C 77:9, 20
78:9 85:15
15-4 35:23, 24,
25

< 2 >

2:00 1:16 4:1
2009 5:10
2011 8:13, 20
2012 10:8, 12
2018 75:19, 20
76:4, 5
2022 1:8, 16
90:15
27th 1:8, 15
90:15
2-point 43:18

< 3 >

3 7:21
3:16 66:11

3:21 66:9
3:22 66:12
30 29:17 50:6
63:21
30-some 70:21
30-year 20:18
49:15 51:9
52:13 61:6
33(6) 5:9
33(7) 5:23

< 4 >

4:01 1:16
4:02 89:12
417 73:15

< 5 >

5 6:1
50,000 64:15

< A >

absolutely 25:3
accept 47:19
account 57:12
61:21
acronym 30:19
35:6, 8 82:18
Act 5:10, 24
6:2 20:6 62:23
active 58:19
actual 10:2
48:23 53:21
Adam 14:13
33:22
added 78:16
addition 6:20
address 57:10
59:19 61:13
64:20
addressed
13:24 59:16
64:9
adjustment
83:24 84:2
adjustments
42:15 74:10
78:8 82:15
adopted 31:24
advertised 9:5
advice 67:1, 3
68:5 69:12, 15,
16 70:14, 18
71:1
advised 5:24

advising 67:17
advisor 11:14
advisors 10:22
71:16
advisory 11:22
40:20
AFFIRMED 4:2
affordability
45:13
affordable 20:1
45:13
AFP 11:5 25:3
38:5 40:1, 8, 23
49:21 56:4
69:10, 11 71:7
after 5:1 9:21
10:5 15:13
17:13, 15 20:20
29:10 30:6
32:6, 12 40:11,
14, 16 65:18
72:16, 20 75:6,
10
afternoon 4:3
ago 23:21
agreed 74:16
77:11
agreeing 81:1
agreement 36:1
53:6, 17 60:23
61:6 62:3
68:20 75:23
85:2
agreements
61:25
ahead 16:12
29:24 45:4
51:3 82:6
Alan 25:1
67:12 68:6, 10,
11, 22, 24 69:4
Alan's 69:5
aligned 74:16
79:11 80:14
81:1
alignment 13:12
18:1, 16 27:25
28:1 46:22
47:8 73:16 81:7
alignments
12:25
ALLAN 1:7 4:2
6:8, 12 7:15, 18
8:12 9:1, 24
10:6, 20 11:21

12:11 13:15
14:7 15:8
16:15 17:25
18:25 19:5
21:4 22:21
23:24 24:10, 24
25:9, 16 27:10
29:5 30:11
31:14 32:6
33:6 34:5 35:1
36:9, 18, 24
37:3, 11, 19
38:20 39:25
40:12, 16 41:2,
20 42:1 43:5
44:8 45:10
46:1, 9, 12 47:7
48:4, 12, 21
49:12 50:16
51:18, 22, 25
52:9 53:4, 18
54:10, 23 55:12
56:3, 22 57:23
58:21 59:24
60:10, 24 61:23
62:21 63:2, 22
64:25 65:23
66:4, 10, 16, 20
67:23 68:15
69:7, 17 70:8
71:4, 19 72:7
73:11 75:6
76:9 78:13
79:15, 23 80:20
82:14 84:5
85:1, 24 86:11,
18 88:6
Allen 2:6
allowed 47:23
50:2
America 41:6
amount 12:17
39:17 86:25
analyzed 12:25
answered 61:17
67:21
answering 26:11
anybody 55:9,
15 71:25
anymore 32:9
Anyway 26:1
50:3 75:22
78:7 83:2, 11
apologize 76:22

79:16 86:19
appended 5:8
appendices
57:25
appendix 30:5
50:21, 25 51:10
applied 51:21
52:4, 6 63:20
84:25
apply 52:23
84:2
approach 56:11
appropriate
21:14 23:8
28:14, 15 46:23
84:17
approval 40:4
APRIL 1:8, 16
90:15
area 11:20
63:14 64:10
71:16 73:2
82:10
areas 18:3
22:18 36:20
argued 81:18
argument 83:2,
12
arm 16:8
array 20:23
arrival 8:17
arrived 11:12
37:23
asked 5:12
51:5 52:2 72:22
asking 84:20
85:21 86:14
aspect 15:11
17:8 60:19
69:23
aspects 10:25
11:24 13:4, 12,
18 28:5 33:13
56:13 59:22
81:8
assessing 46:11
asset 30:6
50:25
assign 19:8
assigning 32:24
associated
60:11 72:1
83:23
assume 36:14

<p>assumption 52:4 attachment 60:2, 3 attachments 57:25 attend 70:13 attended 68:6 attending 1:15 67:14, 24 attention 78:17 August 10:8 availability 19:13 20:25 21:18 23:2, 11, 14 57:9 64:8 65:4 83:15, 20 available 22:3 23:8 65:1, 11 83:21, 22 aware 36:4 40:24 45:8, 23 46:4, 19 47:25</p> <p>< B > back 7:9, 22 9:21 24:6 29:23 30:4, 14, 25 42:3 51:12 54:13, 22 60:12 62:15 63:11, 14 70:5 80:11, 24 bad 76:11 balance 39:15 band 47:17 based 9:11 10:15 15:19 42:15 51:3 80:18 Basically 10:23 12:15 14:18, 21 21:17 39:5 43:11 58:7 74:16, 22 75:15 basis 52:15 Beams 25:1 67:11 beginning 77:1 behaviour 62:24, 25 believe 6:3 8:12 51:22 52:9, 14 53:5 56:7, 10 75:18</p>	<p>84:5 89:9 benefit 81:18 Benjamin 2:13 best 12:19 63:5 70:12 better 20:4 70:22 bidders 41:9, 10 bidding 9:5 big 20:2, 3, 13 biggest 22:9 23:16 50:7 Bilgen 2:13 bit 17:23 18:17, 22 19:2 27:4, 6, 7 33:4 43:5 47:21 49:23 59:18 61:12 83:1 boat 26:5 Bob 14:15 32:16 33:22 book 59:8 booking 59:7 bookings 59:7 break 66:2, 8 69:22 Brian 34:7, 16 bridge 81:16 87:11, 25 88:2 bridging 88:12, 14, 20 briefly 19:6 bring 15:15 78:16 bringing 16:2 37:5 brought 6:15 8:18 9:21 10:22 11:2, 9 15:13 24:1 31:22 35:15 49:20 73:11 74:1 Bruce 24:25 67:11 68:1, 9, 15 buckets 50:20 budget 45:7, 8, 24 build 40:9 49:18 62:2 75:7 building 13:11 16:24 60:15 62:17 63:18</p>	<p>74:21 76:2 77:4 79:1 buildout 10:3 built 50:7, 13 53:16 74:5, 15 78:25 79:6 81:25 built-in 52:5 53:3 bulk 9:20 bunch 26:2 28:20 bus 88:14 buses 88:3 business 62:13 63:8 busy 37:12</p> <p>< C > calibrate 19:23 calibrated 82:23 calibrating 70:2 calibration 20:8 85:13, 16 call 6:24 7:22 14:17 22:15 30:16 50:21 59:7 called 7:23 8:5 17:3 18:5 35:22, 24 77:6, 9 calling 77:2 Canada 6:1 21:22 27:18 39:7 55:22 56:16, 24 57:13 cap 64:6, 16 Capital 10:16, 21 capped 64:14 capping 64:4 69:22 captured 43:23 54:8 care 42:5 carried 17:4 31:19 69:25 cars 28:4 case 8:7 53:24 81:18 83:3, 12 88:15 CCM 9:7 67:7 ceiling 52:25 64:1 centred 82:25</p>	<p>certain 4:15 12:17 22:5 27:15 30:25 39:17 60:16 65:14 76:4 81:7, 8 certainly 23:2, 12 26:19 39:8 47:9, 13 70:9 71:5 certificate 35:20 90:1 certification 34:2, 23 Certified 90:3, 12, 21 certify 90:4 challenge 47:10 change 32:4 42:9, 12 44:2 45:5 78:6 84:24 85:22 changed 7:24 changes 9:18 41:23, 24 42:6, 7, 20, 22 43:1, 2, 4 44:6 82:11 85:10 characterize 64:16 charge 45:21 Charles 26:20, 25 68:18 chart 10:24 15:3 33:17 check 24:16 41:13 73:2 check-ins 21:8 choice 62:5 choke 61:3 choose 62:4 chose 61:7 62:12 63:6 chosen 40:14 circling 62:15 circulated 54:21 circumstance 65:17 City 10:23 11:17 12:15 13:9 18:4, 14 24:1, 2 28:2, 16 33:9 37:20 40:3, 4, 19, 22 41:7 48:2</p>	<p>49:23 51:13 55:16 57:2, 15, 18 58:19 61:23 62:6, 7 66:23 67:4, 17 74:19 75:14 76:13 77:22 80:24 83:10 88:9, 10 City's 14:25 81:10 88:10 civil 5:15 13:12 clarification 52:1 clarifications 9:6, 12 13:20 26:12 clarify 9:3 clear 23:3 62:9 clearing 28:7 clearly 65:11 close 9:15, 21 10:5, 7, 9 17:13, 16 41:11 72:20 closed 10:6 72:16 closely 21:5 co-counsel 4:14 cognizant 65:24 Co-Lead 2:2 4:7 collaboration 88:16 collaborative 4:13 57:19 colleague 4:5 24:17 25:7 41:14 63:15 73:2 collect 37:4 collected 19:16 collecting 20:9 28:17 collectively 26:5 combination 40:19 come 7:10 34:6 43:4 59:10 61:14 65:5 70:21 71:19 72:14 80:11 81:6, 22 comes 53:4 64:11 81:12 86:19</p>
--	---	--	--	---

<p>comfort 44:18 45:2 coming 13:20 55:17 56:8 commence 4:23 commencing 4:1 commented 54:13 comments 54:19, 21 55:5 82:2, 3 90:10 Commercial 9:7, 15, 21 10:5, 7, 9 17:15 68:21 72:16, 20 commercially 53:8 COMMISSION 1:6 2:1 4:5, 7, 19 86:15 87:13 commissioner 67:9 Commission's 4:12, 20, 25 86:9 committee 68:2, 3 common 30:13 84:10 86:5 communicate 54:9 77:3 community 23:9 companies 14:25 company 12:6 18:8, 12, 20 20:4 23:4 29:2 35:12, 15 50:6 51:18 58:23 62:7 63:1, 12 Company's 14:19 72:9 compelled 43:17 compensated 49:16 50:7, 9 completed 71:13 complexity 33:13 compliance 9:22 10:12 14:9, 18, 20 17:14 32:7, 15 33:23 34:2, 14, 23 36:17, 23 41:9 62:19</p>	<p>72:6, 9, 13, 15, 19, 23 compliant 72:25 concept 11:11 12:13 14:3 27:3 42:16 concert 14:1 78:2 concession 20:18 Concluded 89:12 concludes 89:10 conduct 54:18 Confederation 73:13 74:2 76:1 Confidential 9:7 confirm 54:8 connect 21:10 connected 71:24 83:18 85:6, 14 86:20 connecting 46:13 consequence 13:10 consider 57:13 62:22 consideration 60:20 63:18 considered 52:8, 25 consolidated 77:7, 8 84:12 construction 32:3 48:13 50:2 75:10, 11 consulted 22:19 contact 70:11 contacted 55:3 contemplate 52:22 contemplated 60:24 85:4 contemplating 9:19 context 15:22 25:25 32:21 66:25 77:10 85:7 continuation 42:16 continued 9:13 11:10 13:16, 19 63:20</p>	<p>contractor 16:23 57:3 contracts 61:24 control 42:24 controller 80:22 controls 45:16 conversation 62:16 coordination 55:4 copy 54:20, 24 core 47:9 correct 5:4 6:7, 8 33:5, 6 64:5 82:18 corrections 5:1, 7 correctly 7:24 8:15 10:8, 14 15:3 33:25 35:23 37:23 38:23 54:24 59:9 63:24 64:14 69:1 84:9 corridor 12:23 co-sponsor 66:22 could've 61:14 COUNSEL 2:1, 2, 3 4:5, 7, 16 88:24 count 58:25 counter 58:25 80:12 couple 81:11, 21 course 21:7 23:6 24:22 45:19 87:4 covered 25:10 86:10 CPT 71:23 Craig 68:18 created 47:19 creates 30:5 creating 23:3 crossed 81:6 crossing 73:19 crossover 26:15 Crown 5:16 crystallized 77:22 CTP 11:10 12:2, 6 14:25 25:17, 19 33:11 34:8 37:20</p>	<p>41:1 67:3, 17 76:13, 18 culverts 81:8 current 6:4 44:13 cut 21:13 73:16 81:23 cuts 44:22 CVR 90:3 cycle 51:2 < D > daily 52:17 58:4, 5 59:2, 6 date 51:10 90:7 Dated 90:15 David 23:24 34:11 day 1:15 24:5 58:8 59:4 87:6 90:15 daytime 87:7 day-to-day 50:24 52:15 DBF 77:24 DBFM 40:8, 11, 23, 25 71:8 deal 20:2 39:18 53:12 58:11 62:8 63:8 71:9 81:5 dealing 13:7, 11 14:13 17:8 55:18 68:8 80:7 dealings 26:24 dealt 13:24 18:19 45:4, 17 85:3 death 44:21 debated 84:7 decide 44:25 61:9 decided 37:24, 25 39:23, 25 40:7 44:3 deciding 22:9 decision 37:23 40:2, 6, 17, 22 declaration 4:11 deducted 65:7 deduction 53:25 65:13, 18 deductions 50:8, 11 51:20</p>	<p>52:3, 5, 8, 23 63:17, 19 deemed 5:11 defer 31:15 delegated 58:23 delivery 72:10 Deloitte 16:17 18:23 19:22 45:18 53:20 54:3 55:8, 13, 20 56:3, 10 72:2 department 32:13 depended 44:1 depending 30:23 deputy 26:20 describe 6:10 described 58:18 DESCRIPTION 3:2 design 9:8 11:11, 22 12:13, 17 14:3 27:2, 3 35:16 40:8 42:16 49:18 75:7 detail 17:23 19:2 58:17 details 60:1 determination 72:24 determine 21:1 30:21 44:19 63:5 82:4 determined 61:19 75:6 determines 29:20 determining 27:8 48:10 Detroit 7:20 develop 8:22 11:11 26:6, 13 31:17 34:17 39:5 41:7 74:13 75:1 88:9, 20 developed 41:25 50:10 57:24 61:3 developing 8:3 14:4 15:16 26:12 31:15 35:3, 7 36:7, 10</p>
---	---	---	---	--

<p>38:9 39:6 49:25 53:21 67:5 68:8 72:7, 11 86:25 development 6:16 7:5 15:11 21:7 27:16 46:15 47:15 68:12 88:17 deviate 56:15 devising 55:10 dictating 67:15 different 8:6 12:5, 8 28:2 51:6 61:13 62:1 69:19 76:24 difficult 29:6 dig 24:6 digitally 90:11 digress 50:3 direct 26:18 directing 67:15 direction 26:6 37:18 directions 70:12 directly 29:1 53:5 85:14 director 6:4 32:11 62:10 disciplinary 26:15 discussed 45:9 86:8 discussion 21:16 58:3, 6 discussions 18:22 19:2, 3 25:5 26:15, 19 47:12 68:24 75:17 76:7 80:19 distance 82:16 distinction 31:2 distinguishing 17:21 diverted 80:24 divvy 62:4 document 37:5, 14, 17 doing 4:9 20:7 42:10 51:4 56:21 65:8 70:19, 23 77:6</p>	<p>88:18 Donaldson 13:6 double 65:2, 3 doubling 65:15 dovetailed 22:4 download 61:7 downtown 14:12 47:9 DPMs 67:8 draft 56:1 drainage 28:6 81:7 drawn 30:2 driven 39:9 driver 35:5 drivers 22:8 driving 57:5 drop 23:17 Dwyer 34:7, 16</p> <p>< E > earlier 48:22 53:22 64:2 early 75:19 76:5 east 83:6 eastern 82:21 Eaton 13:2 edits 44:24 80:1 effect 43:1 87:17 efficiently 49:19 effort 14:2 efforts 10:1 14:20 49:16 elements 56:19 elevator 80:8 83:21 86:3 ended 32:8 enforced 50:11 engage 53:23 63:7 engineering 13:18 46:8 enormity 6:22 ensure 77:14 ensuring 57:17 enter 4:19 entered 5:1, 6 entity 18:14 environmental 7:3 13:1, 3 17:2, 4, 6</p>	<p>Equality 19:11 21:18 errors 5:5 escalation 53:13 64:3 escalatory 53:9 escape 76:15 escapes 24:3 59:25 Essex 7:19, 22 11:7 25:20 27:22 55:23 56:6 establish 5:14 estimators 46:2 evaluate 45:24 evaluating 33:25 46:17 evaluation 34:14 72:15 evaluations 51:3 event 54:1 64:13, 17, 19, 24 Eventually 74:23 77:20 evidence 4:11, 20 5:2, 6, 19, 22 6:1 exact 60:1 example 78:20 82:20 examples 18:2 22:17 29:4 44:6 78:25 81:17, 21 executive 68:10 exercise 20:9 72:17 EXHIBITS 3:1 expanded 82:15 expansion 7:21 55:23 73:13 77:4 expect 25:6 43:12 expectation 29:16 64:19 expected 29:19 expecting 29:1 experience 6:10 7:13, 17 11:6 expertise 10:25 46:14 73:22 experts 8:2 11:1, 4 15:16</p>	<p>16:3, 4 28:12 31:5, 16, 18 34:6 41:5 46:25 53:19 54:11 70:10 71:22 77:2 expiry 51:10 extend 83:5 extended 9:3 83:25 84:14 85:17 extension 73:14 74:3 82:21 extent 17:15 47:11, 20 72:18 external 15:2 33:10 57:3 73:24 extra 79:20</p> <p>< F > facilitate 56:9 71:12 74:1 facilitating 75:25 facilitator 15:14 facility 82:17 fact 40:15, 17 57:13 65:25 factor 22:10 failed 63:12 failure 83:19 fair 34:3 62:20 80:13 fairly 7:1 28:1 38:5 39:3 41:4 43:7 fairness 67:8 fall 8:20 29:12 familiar 25:22 73:25 feedback 9:11 13:21 feel 78:23 fellow's 55:14 felt 42:11 78:21 79:11 80:1, 13, 14 field 6:5 32:14 filtered 32:17 final 54:7 finally 36:2 finance 19:22 40:9 45:19 75:8 financial 45:12,</p>	<p>17 64:7 financing 75:9 find 12:18 39:15 Finish 16:14 Fishbane 55:13 five-minute 66:2 focus 11:20 84:20 focused 20:25 30:21, 22 63:9 folk 76:13 folks 11:15 16:16 17:6 26:2 31:15, 17 32:16 38:8 40:19 43:16 44:3, 19 45:16, 19 46:14, 25 47:22 76:14 83:22 follow 29:2 76:22 following 85:21 follow-up 4:16 25:7 65:21 73:3, 5 85:19 88:25 89:4 foregoing 90:6, 12 forgetting 14:15 forgotten 67:12 form 54:17 forth 90:8 forward 16:22 17:4 21:10 31:19 35:12, 15 36:22 40:8 52:21 69:25 77:25 80:23 found 39:8 frame 83:17 FRASER 1:7 2:6 4:2, 4 6:8, 12 7:15, 18 8:12 9:1, 24 10:6, 20 11:21 12:11 13:15 14:7 15:8 16:15 17:25 18:25 19:5 21:4 22:21 23:24 24:10, 24 25:9, 16 27:10 29:5 30:11</p>
--	--	---	---	---

<p>31:14 32:6 33:6 34:5 35:1 36:9, 18, 24 37:3, 11, 19 38:20 39:25 40:12, 16 41:2, 20 42:1 43:5 44:8 45:10 46:1, 9, 12 47:7 48:4, 12, 21 49:8, 12 50:16 51:18, 22, 25 52:9 53:4, 18 54:10, 23 55:12 56:3, 22 57:23 58:21 59:24 60:10, 24 61:23 62:21 63:2, 22 64:25 65:23 66:1, 4, 10, 13, 16, 20 67:23 68:15 69:7, 17 70:8 71:4, 19 72:7 73:11 75:6 76:9 78:13 79:15, 23 80:20 82:14 84:5 85:1, 24 86:11, 18 88:6 89:11 frequently 51:21 52:3, 7 front 36:23 fully 42:17 86:19 funnels 19:15 furthest 82:21 future 86:17 < G > gap 87:11 Gary 68:18 Gaul 76:16 geared 30:17 general 29:22 87:16 generalize 18:3 generally 10:17 16:1 25:13 72:5 George 25:17 26:1, 23 42:4 68:17 geotechnical 46:11, 13, 16 47:4, 17, 24 48:1</p>	<p>give 44:18 70:14, 25 80:3 given 5:3, 17 70:4 gives 45:1 giving 5:22 28:12 67:1, 3, 16 70:17 glass 66:5 glossed 24:25 good 4:3 77:15 78:11 79:8, 9 go-tos 27:20 Goudreau 14:13 33:22 Goulet 14:10 32:16 33:22 grabbing 66:5 Grey 7:23 11:6 ground 5:13 8:21 84:10 86:5 group 11:17 18:13 19:22 32:14, 15, 18 guess 6:13 7:7 12:18 13:13 16:23 19:25 20:16 22:9 25:18 26:17 27:8, 21 28:18 29:6, 22 31:14 32:21 33:2 35:1, 5 37:19 38:14, 18 39:2 44:2, 12 46:22 47:3 48:18 49:13 63:4 64:25 66:20, 21 71:7 73:22 74:8 75:3 81:18 82:17 85:20 guessing 10:13 40:18 68:3 guidance 15:18 17:20 37:6 67:16 69:12 guide 11:4 guideway 11:21, 23 12:2 13:9 81:16 guiding 67:16 69:8 guy's 76:19</p>	<p>< H > hand 51:12 handed 74:14, 24 handful 14:22 handoff 59:12, 14 hands 33:4 happen 64:5 88:13, 16 happened 20:11 36:5 54:1 58:7 64:19 65:10 86:16 happening 37:12 48:16 49:1 58:8 64:21 76:1 78:1 hat 74:7, 8, 25 hats 75:3 head 7:11 29:6 44:9, 12 71:20 80:21 81:3 health 51:6 hearings 4:12, 21, 22 Heckert 2:12 90:3, 20 Held 1:14 help 6:16 11:3, 9 31:19 49:8 56:9 70:17 71:11 74:1 77:3 helped 53:16 75:1 helping 6:23 7:5 8:1 25:2 31:17 34:16, 18 37:4 53:15 68:12, 23 Herb 7:23 11:6 HERSHFIELD 1:7 2:6 6:6 10:21 13:2 27:1 32:10, 13, 18 33:20 41:1 Hershfield's 11:20 12:9 higher 39:8 68:16 high-level 21:23 Highway 7:21 73:12, 15</p>	<p>hitting 8:21 65:3, 15 honestly 69:17 hopefully 41:8 hour 65:25 Howie 26:25 42:4 huge 73:14 < I > idea 49:16 80:16 ignoring 45:3 II 38:22 73:8, 10, 12, 13 74:14, 15, 21 77:8 79:5 81:25 82:10 84:8, 23 85:23 immediate 32:22 83:15 immediately 22:25 73:18 impact 63:16 71:3 76:3 impacted 40:25 41:3 impacts 11:25 12:22 implement 86:21 implementation 10:2 11:15 14:8 17:17 21:6 22:20 23:25 29:10 32:2, 5, 19 33:7, 9, 12, 18 35:16 37:20 45:20 48:14 49:2, 18 67:4 71:23 72:10 implemented 69:15 implementing 36:6 important 19:19 21:2 22:6 44:3 improve 20:6 improvements 51:8 Inaudible 16:10 51:23 78:12 incentivize 60:8 62:19, 23 63:5 including 55:22</p>	<p>incorporate 54:4 56:20 incorporated 31:8 incriminate 5:14 INDEX 3:1 indicate 88:7 individual 58:24, 25 61:11 76:21 individuals 10:24 14:9, 11 21:9 67:11 68:19 71:24 influence 20:3 information 44:14 47:2 infrastructure 18:4, 5, 6 24:22 30:18, 24 56:7, 8, 12 69:10 74:5 78:21 79:5 87:25 88:11 initially 80:23 in-market 9:4, 14 13:20 67:7 innovation 47:13, 22 49:24 innovative 47:14 inputs 40:21 inputting 7:8 55:2 72:12 Inquires 5:24 Inquiries 5:10 inquiry 5:11, 18 instance 5:16 31:18 38:24 39:2 71:8 81:12 instances 12:4 15:23 18:1, 7, 11, 18 28:22 73:19 80:23 integrated 12:3 41:5 intended 49:10 52:16 54:8 58:5 62:18 67:3 intends 4:19 intent 41:8 58:2, 22 65:14 69:8 71:6 intentionally 78:19 interact 68:14 interaction 59:2</p>
---	--	---	--	--

interactions 24:21 70:7	Jeremiah 2:7 89:7	58:21 61:11 64:23 65:16 67:16 73:24 74:18 78:1 81:23 84:13 87:19	lifecycle 51:8 86:22 87:8, 14, 20 88:18	looking 34:4 45:2 46:6, 17 51:3 63:16
interdisciplinary 26:14	job 77:15 78:11 79:4, 8, 9		LIGHT 1:6	looks 87:21
interest 14:3 22:18	Joe 34:7, 16		limit 63:19	lot 11:11 12:1, 20 13:7 26:8, 14, 24 27:24 37:11 39:20 47:12 68:6 69:14, 24 73:23 87:3
interested 23:7	join 66:15	knew 18:20 43:1 45:11 48:16 59:9 78:13 83:3	listen 70:13	LRT 12:1, 19 13:11 21:21 25:24 27:21, 23 28:4 70:2
interesting 29:7	joining 4:6	knowingly 87:22	literally 59:13	< M >
interface 18:19 20:16 22:4 23:16 39:18 56:7, 23 57:4 58:2, 11, 19 59:13, 19 60:4 69:3 71:10 73:15 74:2, 13	July 8:12, 14 38:13, 18 40:1	knowledge 10:16 47:11, 21 57:12	Litigation 2:3	M&R 15:17 17:19 24:1 50:4, 14, 20 52:20
interfaced 18:12	jump 49:5	Kopp 2:7 89:4, 7	live 7:13	MacKenzie 26:22 68:17
interfaces 11:25 57:10	JV 10:22 12:4	KPM 63:9, 12	Liz 2:3 4:3, 4 6:9 7:12, 16 8:9, 24 9:23 10:4, 15 11:19 12:7 13:13 14:5 15:4 16:11 17:18 18:21 19:1 20:22 22:16 23:20 24:8, 16 25:10 27:5 29:3 30:9 31:4 32:1, 25 33:24 34:20 36:4, 14, 19 37:1, 9, 15 38:16 39:22 40:10, 13, 24 41:13, 18, 21 43:2 44:5 45:6, 23 46:7, 10 47:3, 25 48:9, 18 49:4, 20 65:24 66:7, 13, 18 67:20 68:13 69:5, 14 70:6 71:2, 15 72:4 73:1, 7 75:4 76:6 78:10 79:13, 19 80:16 82:5 85:20 86:7, 13 88:4, 23 89:3, 9	Madam 66:1
interfacing 27:4 60:9	< K >	KPMs 53:1 60:15, 16 61:8 82:23	LLP 2:7	made 5:1, 7 29:24 31:1 40:6, 18, 22 42:7 45:5 62:8 78:7 82:11 84:24 90:10
interrupt 82:8	Kate 2:2 4:6 24:17, 20 25:6 41:14, 16 49:5 50:14 51:14, 20, 23 52:2, 24 53:14 54:6, 16 55:7, 19 56:13 57:11 58:13 59:20 60:7, 18 61:16 62:15, 22 63:13 64:22 65:20 73:5 82:6, 7 84:1, 19 85:9, 18, 21 89:1	Kyle 2:7 89:5	lock 9:17	magnitude 33:14
intervene 4:14	keeping 21:20 23:20	< L >	lockdown 10:7	main 7:10 17:11 19:15 27:12 29:7 35:4 50:20 56:22 68:7 74:8 77:5
interview 4:10, 14, 17, 18 89:10	Keith 26:21 68:17	Lambert 2:7 89:3, 5	log 42:7, 21	maintain 40:9 62:2 71:13 80:25 88:21
introducing 78:15	kept 61:15 77:19 80:18	land 6:25 12:15, 23 21:17	long 28:1 47:8	maintained 59:11 74:23 87:14
introduction 82:9	key 17:3 19:6, 15 20:10, 19, 23 22:14, 15, 18 25:2 50:10, 18 57:8 60:11	landed 16:1 36:3 48:7 64:12 75:11 77:21	longer 38:18 63:19	maintainer 16:23 18:13 49:15 58:4, 12, 20 59:15 60:5 61:5, 10, 15, 20, 22 62:14, 24 63:3, 4, 17 70:5 74:12 75:15, 16 78:4, 5
investment 49:14	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	larger 14:23 38:2	long-term 18:9 73:21	maintainers 62:1
invited 70:10	kicked 15:13 75:25	largest 20:16	looked 21:22 27:13, 17, 22 40:7 54:12 72:13	
involved 27:8 32:2 33:25 34:4, 22, 25 36:7, 20 38:21 41:23 45:25 46:8, 10 48:9 49:2 53:14 55:9 71:16, 18 73:9	kilometres 82:24 83:6	Larry 76:16		
involvement 25:12 41:19, 22 45:22 48:15 71:3 72:19 84:23	Kim 13:2 26:25 42:4	late 8:13		
IO 56:8 66:13 67:10, 13, 20, 21 68:13 69:20 70:7, 11, 22 71:7	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	lay 43:11		
issues 79:14 86:7	Kim 13:2 26:25 42:4	lays 43:10		
< J >	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	lead 6:14 13:3, 5 16:17 23:25		
James 79:16, 18	Kim 13:2 26:25 42:4	leave 22:2		
	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	Leila 2:12 90:3, 20		
	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	lengthy 38:6		
	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	level 23:8 39:8 45:11 68:10, 11, 16		
	kind 11:8, 15 12:3 13:3, 6, 11, 16, 25 15:14 19:18 21:21 25:21, 23 26:4 29:6 30:14, 15 31:16 32:17 33:3 35:10, 11 36:7 38:8 40:14 44:14 47:1 52:19	liability 5:15		

<p>maintaining 57:4 maintenance 6:14, 18 8:7 17:5 18:9 24:13 36:16, 22 49:10 50:16, 19 55:11 57:1, 14 58:2 60:21 62:9, 12, 20 64:11, 13, 17, 24 65:18 69:22 74:24 76:17 77:11 78:22, 23 79:2, 7 80:2, 9 81:10, 11, 19, 24 82:11, 13, 17 84:25 85:5 86:23 87:1, 3, 8 major 64:11, 12, 17, 23 65:10, 17 69:22 87:25 making 23:3, 7 48:22, 25 77:15 78:11 management 7:4 11:24 34:2, 3, 22 35:7 36:6 68:11 manager 25:18 26:21 32:13, 23 mandate 86:9 manifest 70:24 manifesting 42:8 man's 79:15 manufacturing 32:4 mapped 49:13 maps 50:18 mark 82:1 market 38:13 42:19 marking 28:7 material 28:23 matter 8:2 10:24 11:4 15:16 16:3 28:12 31:5, 16 34:6 41:5 46:22, 25 52:18 53:19 54:11 58:9 67:17 70:10 71:21</p>	<p>77:2 matters 17:9 McGillis 13:8 McGrann 2:2 4:6 24:17, 20 25:6 41:14, 16 49:5 50:14 51:14, 20, 23 52:2, 24 53:14 54:6, 16 55:7, 19 56:13 57:11 58:13 59:20 60:7, 18 61:16 62:15, 22 63:13 64:22 65:20 73:3, 5 82:7 84:1, 19 85:18 88:24 89:1 McLellan 2:3 4:3 6:9 7:12, 16 8:9, 24 9:23 10:4, 15 11:19 12:7 13:13 14:5 15:4 16:11 17:18 18:21 19:1 20:22 22:16 23:20 24:8, 16 25:10 27:5 29:3 30:9 31:4 32:1, 25 33:24 34:20 36:4, 14, 19 37:1, 9, 15 38:16 39:22 40:10, 13, 24 41:13, 18, 21 43:2 44:5 45:6, 23 46:7, 10 47:3, 25 48:9, 18 49:4 65:24 66:7, 13, 18 67:20 68:13 69:5, 14 70:6 71:2, 15 72:4 73:1, 7 75:4 76:6 78:10 79:13, 19 80:16 82:5 85:20 86:7, 13 88:4, 23 89:3, 9 McLennan 4:4 McMillan 2:7 meant 23:4 75:14</p>	<p>measure 19:9, 17, 20 21:17 30:7 measured 19:10, 13 measures 17:3 19:7, 15 20:10, 19, 24 21:2 22:5, 15, 17 23:15 50:10, 18, 22 57:8 60:11 measuring 19:24 20:19 21:14 mechanism 6:25 7:2 16:18, 21 19:22 20:11, 12, 17 48:22 49:7, 9, 13 50:5 52:12, 22 53:21 54:5 55:10 56:2, 5, 21 62:18, 23 63:11, 25 68:25 69:6, 9, 19, 23 84:24 mechanisms 18:23 72:2 85:23 meet 63:12 meeting 9:7 16:18 20:5 54:18 58:3 75:13 76:20 82:3 90:10 Meetings 9:8, 9 21:9 25:4 26:10 54:3 55:4 58:20 67:14, 24 68:7 70:9, 13 74:19 75:5 76:7 77:1, 19 83:13 86:24 Member 2:2, 3 memorandum 75:22 memory 52:11 59:24 mentioned 13:8 16:10 17:2, 13 19:6 20:23 31:4 32:1 35:2 37:13, 22 42:3, 14 46:24 55:7, 21 56:23 64:2</p>	<p>69:21 72:2 80:21 met 41:11 mic 63:15 Michael 55:13, 18 mid 8:13 milestone 49:20 milestones 48:10, 11, 13 50:2 mind 21:20 23:21 34:6 38:2 49:5 53:5 55:17 64:11 66:4, 5 81:6, 13, 22 86:19 minimum 29:15, 18 51:11 minutes 54:19 66:1 mixture 14:24 33:9 mobility 17:9 model 12:16 15:22 25:3 37:25 39:24 40:9, 25 56:4, 9, 12 62:1 66:24 69:20 71:6, 7 75:12 77:24 78:6 moment 41:16 monitoring 72:5, 9 monitors 14:18 32:16 33:23 month 20:20 58:5 monthly 52:10, 13, 16, 20 months 8:23 38:19, 23 MORRISON 1:7 2:6 6:6 10:20 11:20 12:9 13:2 27:1 32:10, 12, 18 33:20 41:1 motivate 37:7, 10 motivates 49:17 MOU 85:3 move 40:8 73:1</p>	<p>moved 32:5 moving 38:1 MSF 82:25 83:7 MTO 73:15, 23, 24 74:3, 4 MTO's 73:17, 18 74:5 multiple 43:25 61:24, 25 MUNI 30:20 31:2 municipal 18:5, 6 28:15 29:25 30:16, 18, 23 must-haves 15:25 < N > names 14:9, 17 24:15 76:11, 12, 14 narrating 16:4 narrow 19:19 22:13 nature 17:10 21:25 28:3 44:2 57:5, 19 64:13 necessarily 26:18 45:25 61:2 63:23 83:18 needed 12:15 13:24 20:6 22:3 28:6 29:21 30:1 35:19 38:7 40:3 57:18 59:9 67:18 80:6 82:19 87:9, 10 needs 51:16, 17 64:3, 5, 9 negotiate 83:24 negotiated 74:11 84:2, 9, 16 86:4 negotiations 82:9 84:22 network 82:25 83:8, 9 new 18:5 night 87:2, 4, 23 no-goes 15:25 17:21</p>
---	---	---	--	---

<p>nonbinding 44:16</p> <p>non-typographical 5:7</p> <p>normal 49:21</p> <p>normally 56:24</p> <p>North 34:7, 16 41:6</p> <p>North-South 27:14 39:13</p> <p>notes 90:13</p> <p>noticed 42:11</p> <p>November 10:13</p> <p>nowadays 30:15</p> <p>nuance 69:21 71:7 84:13</p> <p>number 45:14</p> <p>< O ></p> <p>object 5:25</p> <p>objected 5:11</p> <p>observable 72:25</p> <p>obtain 4:10</p> <p>OC 21:6, 25 22:6, 19 23:6, 23 24:2 34:8 39:16 60:13 76:13, 20</p> <p>occupying 73:20</p> <p>October 8:21 10:10, 11 37:22 38:14, 18</p> <p>odd 70:21</p> <p>offer 66:8</p> <p>Office 11:15 21:6 22:20 23:25 33:8 37:20 45:20 67:4 71:24</p> <p>Ol's 71:2</p> <p>OLRT 6:11 7:14 8:11 10:19, 25 45:7 57:2 84:21</p> <p>OLRTC 32:12</p> <p>OM&R 8:7 39:10</p> <p>ones 7:10 19:17 34:12 59:10 79:10 81:5, 6 83:16</p> <p>one-time 65:12, 13</p>	<p>ongoing 33:2 42:13, 15</p> <p>Ontario 24:22 30:11, 13 56:5, 8</p> <p>Ontario's 56:12 69:10</p> <p>open 42:14 83:21</p> <p>opening 38:5</p> <p>operate 57:2</p> <p>operating 39:11</p> <p>operation 57:21</p> <p>operational 21:23 57:10 58:1 65:19</p> <p>operationally 28:4</p> <p>operations 6:5 8:7 24:12 32:11 39:10 56:23 57:1, 14 59:1 60:14 62:11 65:6 71:9 76:17</p> <p>operator 22:1 23:1 58:4, 12, 24 59:15 60:5</p> <p>operators 22:7, 8, 24 39:16</p> <p>opinion 39:12 88:4</p> <p>opportunity 5:3</p> <p>OPSS 28:14 29:25 30:9, 15, 16, 19 31:1</p> <p>optics 84:15</p> <p>options 40:7</p> <p>order 4:22 59:19 74:4 88:12</p> <p>ordinary 47:5</p> <p>org 10:23 15:2 33:16, 17</p> <p>original 77:10</p> <p>OTTAWA 1:6 11:17 12:15, 19 24:2 28:16 47:9 56:14, 19 57:16 66:24</p> <p>Ottawa's 27:14</p> <p>outage 86:3</p> <p>Output 6:17 8:3 9:11 15:17 16:5 20:10 72:8</p> <p>Outputs 26:7</p>	<p>outside 69:21, 24</p> <p>overall 25:18</p> <p>overarching 45:12 77:14</p> <p>overnight 87:5</p> <p>oversaw 25:15</p> <p>oversee 25:14</p> <p>overseeing 14:11, 19 68:4</p> <p>oversight 14:9</p> <p>owns 88:11</p> <p>< P ></p> <p>p.m 1:16 4:1 66:11, 12 89:12</p> <p>P3 7:16</p> <p>paper 37:7 54:20, 24</p> <p>Parkway 7:19 11:7 25:21 27:23 56:6</p> <p>part 9:22 10:1, 21 11:3, 12, 18 12:6 13:2 15:10 18:20 25:4 28:17, 18 33:21 34:8 35:15 36:1, 13 40:19 48:13 51:1 59:17 65:16 68:1, 3, 24 71:9, 22 72:10 73:22 77:4, 12 78:21, 23 79:1 81:10, 19 83:4 85:2 86:3, 4 87:12, 18, 22 88:19</p> <p>participants 1:15 2:5 5:6</p> <p>participate 32:19</p> <p>participated 33:12</p> <p>participating 9:9</p> <p>particular 53:1 59:4 64:10</p> <p>particularly 6:17 12:21 17:9 18:3 30:13 46:14 57:9 68:1 70:18 73:13</p>	<p>83:14</p> <p>particulars 46:5</p> <p>parties 81:1</p> <p>partly 29:20</p> <p>partner 57:15 60:22</p> <p>Partners 10:17, 21 12:4</p> <p>parts 26:9 51:7</p> <p>party 60:20</p> <p>passenger 84:3</p> <p>Pat 24:3, 5, 8 34:9 76:23</p> <p>path 12:19</p> <p>pause 58:14</p> <p>Paymac 23:16 69:1 85:10</p> <p>payment 6:25 7:2 16:18, 21 18:23 19:21 20:11, 12, 17, 21 48:10, 11, 12, 19, 22, 23 49:7, 9, 12, 20 50:1, 4, 5, 12 52:10, 12, 13, 22 53:16, 21 54:4 55:10 56:2, 4, 20 62:17, 23 63:10, 25 68:25 69:6, 9, 18, 23 72:2 84:24</p> <p>payments 16:22 18:23 49:22 70:4</p> <p>pen 37:7 79:25</p> <p>penalize 19:25</p> <p>penalized 53:1</p> <p>penalty 19:23 20:13</p> <p>people 11:2 14:23 24:11, 12 27:4 33:10 41:11 55:2 80:5, 9</p> <p>performance 15:19 16:20 17:3 19:7, 9, 15 20:5, 10, 19, 24 21:2 22:15 23:18 28:23 39:6 50:10, 18, 22 57:8 60:11 65:19</p>	<p>performance-based 15:21 16:2 17:22 19:8 70:14</p> <p>performing 60:20</p> <p>period 9:4, 14, 17 13:20 38:5, 6 42:14 65:12 75:10 80:4, 11 87:4</p> <p>perjury 5:22</p> <p>permits 4:15</p> <p>person 5:16 12:5 34:18 55:17 67:24 68:7</p> <p>person's 34:10</p> <p>perspective 38:12 64:7 69:8 70:22 82:13, 22</p> <p>phase 6:13 12:10 25:12</p> <p>phases 71:17</p> <p>philosophy 77:10</p> <p>phonetic 55:13</p> <p>picked 31:12</p> <p>picture 24:4</p> <p>piece 69:6 78:20</p> <p>pieces 28:1</p> <p>place 5:21 10:2 14:2 26:16 40:4 48:23 53:13 59:12 60:6 64:3 67:19 75:18 88:2</p> <p>plain 24:4</p> <p>plan 35:20 51:8 87:10, 21, 22 88:1, 18, 20</p> <p>planned 43:14 50:12 59:3 77:3</p> <p>planning 51:1, 2 76:2</p> <p>play 61:14 65:5 70:22 74:12</p> <p>plugged 34:10 35:8 46:2, 16 48:4 67:9 76:14</p> <p>plugging 47:1</p>
--	---	--	---	--

<p>Plummer 14:15 32:17 33:22 point 7:24 9:25 28:10, 25 31:2 37:24 40:2, 17 50:8 53:2, 12 62:11, 13 79:20 81:17 88:5 pointing 79:10 points 18:15 26:8 70:19 Poon 25:1 67:12 position 80:13 positive 71:5 post 15:7 posted 4:24 55:1 post- procurement 12:10 14:6, 7 32:3 post-revenue 8:25 9:1 32:25 post-RSA 15:7 potential 63:17 potentially 87:6 precedents 55:20, 21 56:1, 15 predicated 35:14 predominantly 16:7 prefer 66:3 prepared 87:21 pre-procurement 12:9, 12 13:17 15:6, 9 25:11 prescriptive 15:20, 24 18:11, 18 28:25 35:13 39:13 59:18 70:15, 16 PRESENT 2:11 presentation 9:8 presented 83:11 presenters 90:9 preservation 30:6 51:1 pressure 38:8 pressures 37:16 presumably 78:6 presume 80:8</p>	<p>pretty 22:12 30:13, 25 32:6, 7 38:12 52:12 60:10, 13, 16 65:14 66:8 68:23 76:4 79:4 prevent 64:21 previous 27:12 primarily 68:14 principle 75:23 77:5 85:2 principles 77:14 prior 7:13, 16 8:16 11:6 private 14:24 56:25 57:15 60:22 procedural 4:22 proceed 75:24 proceedings 5:15, 20 90:6 process 11:5, 10 31:13 34:19 41:25 66:21 67:7 79:20 procurement 6:6, 14 8:1, 15 11:3, 13 12:10, 16 13:14, 17, 19 14:1 15:12 16:8 25:11, 18 34:15, 18 35:2 36:10, 12, 21, 25 37:24 39:23 40:7 41:19 43:16 44:3, 18 47:22 56:9 62:1 66:21, 24 71:17 75:12 77:24 product 54:7 professional 6:10 profile 47:18 78:14 program 45:12 progress 36:5 Project 6:16 8:3 9:10 10:3 14:19 15:17 16:4 18:8, 12, 19 20:3 21:3 23:4 25:21 26:7, 9, 20, 21 27:14, 22 29:2</p>	<p>32:5, 9, 21, 24 33:14 35:12, 15 36:1 39:23 45:6, 16 47:15 48:24 50:6 53:6, 17 56:14, 19 58:23 60:23 61:25 62:7 63:12 66:14 68:4, 20 71:3 72:9, 11 74:4 75:3 77:5 projects 6:22 27:12 47:6 51:18 86:16 project's 72:8 proponent 18:24 48:2, 6 proponents 9:5 13:22 34:1 43:12 44:13 45:1 47:18, 23 49:14 72:21 propose 21:13 88:9 prosecution 5:21 PROV 30:20 31:3 provide 14:8 19:2 22:16 29:3 63:25 provided 19:12 54:20, 21 provider 49:11 57:4 73:24 providers 15:2 33:10 61:1, 21 62:5 63:1, 6 providing 15:18 17:19 37:6 53:20 68:5 69:11 Provincial 30:11, 16, 22 PSOS 6:15 26:6 27:8 28:19, 20 37:5 41:23, 24 42:15 55:22 67:5 68:12, 23 72:12 public 4:12, 21, 25 5:10, 24 pulled 38:10</p>	<p>70:11 purpose 4:10 purposes 49:9 pursuant 5:9 pursuit 77:17 purview 63:24 put 21:9 29:17 35:12, 21 36:22 37:8, 14 38:8 42:18, 21 44:17 60:1 63:11 69:23 80:23 83:5 87:16 88:7 putting 16:5, 24 < Q > qualify 64:23 quality 7:3 19:12 20:25 21:25 22:5, 17 23:1, 5 57:7, 8 83:19 quantity 46:2 quarterly 59:8 Queen 14:14 question 61:17 84:19, 21 85:19 questioning 63:14 questions 4:15, 16 5:12 6:1 24:18 25:7 41:15 65:21 73:4, 5 82:8 88:24, 25 89:4 quick 38:12 82:8 quickly 24:17 30:9 41:14 quiet 9:16 quite 14:23 27:4 43:18 55:17 65:8 87:1 quote-unquote 80:12 < R > RAIL 1:6 7:13 11:14 21:5 22:19 23:25 33:7 37:20 45:19 67:4 71:23 raising 79:13</p>	<p>rally 15:15 ran 13:25 54:2 reach 82:21 83:3 realize 58:13 really 11:5 17:14, 16 20:16 21:24 22:12, 23 23:7 32:20 35:14 36:12 37:4 39:4, 9, 14 41:2, 3 45:21 46:3, 4 47:7 49:2 50:5, 9, 23 61:4, 8, 15 63:8 69:19 72:20 75:9 78:4 83:16 reason 31:20 65:8 recalibrate 63:10 recall 19:4 55:12 59:21 60:7 64:22 66:22 71:15 72:3 receivable 5:18 received 43:3 RECESS 66:11 recognize 38:6 49:25 64:6 87:7 recognized 60:25 65:9 86:25 recommendation 87:18 recommendation s 31:6, 9 86:14 recommended 31:10, 24 reconcile 81:9 recorded 90:11 reference 11:11 12:13 14:3 27:3 28:18 42:16 48:21, 25 49:1 85:22 referenced 29:9, 13, 23 references 28:20 29:24 30:4 referring 17:24 51:15 82:6</p>
--	--	--	--	--

<p>refining 14:4 77:20 regard 48:16 regarding 84:22 regular 21:8 55:4 58:3 70:8 regularly 52:3, 7 regulatory 7:7 30:2 34:15 rehabilitation 6:15, 19 8:8 29:21 36:16, 23 50:17, 19 51:2 57:1 relationship 48:20 57:20 relative 26:13 30:7 72:22 release 8:20 43:8, 17, 19 44:4, 25 released 42:25 59:3 releases 43:8, 14, 22 44:1 relevant 6:10 86:9, 15 reliability 23:5 remember 7:9, 23 8:14 10:8, 14 14:16 15:3 23:22 24:15 25:1 33:16 34:9 35:23, 25 36:2 37:22 38:23 43:10 52:24 54:16, 23 55:14 59:8, 25 63:24 64:12, 14, 15 67:10 68:25 69:3, 15, 18 75:19, 21 79:17, 19 84:6, 9 remotely 1:15 removed 60:22 renewal 87:15, 20 renewals 88:19 reoccur 53:11 rep 34:9 reply 44:16 report 26:19 51:5 52:20 reported 20:14 25:16 26:1, 18</p>	<p>Reporter 52:1 66:1 90:4, 21 REPORTER'S 90:1 reporting 11:16 12:5 25:13 26:4 33:19 42:3 52:14, 17 58:6 reporting-wise 26:23 representative 67:13 70:11 representatives 76:10 request 45:3 requesting 26:11 79:6 required 5:23 12:22 35:11 56:14 57:20 60:9 requirement 23:18 30:5 58:18 59:14 64:8 requirements 6:19 12:14 13:4 20:5 34:15, 17 35:18 41:12 46:21 47:15 51:11, 12 53:10, 15, 16 58:10 62:20 65:5 67:5 73:25 78:12 79:10 80:15, 17 82:11 83:4 resolve 83:13 respect 10:18 34:25 37:16 48:19 55:11 88:5 response 84:17 86:2, 5 responses 34:1 43:3 44:20 responsibilities 78:22, 24 79:7, 21, 22 responsibility 18:9 79:2 82:10 responsible 82:12</p>	<p>rest 16:1 restrictions 53:3 result 82:8 84:22 RESUME 66:12 retained 10:18 retaining 81:14, 15 return 49:13 50:13 63:15 revenue 29:11 48:24 review 5:4 54:7, 17, 18 review/approval 88:10 reviewing 34:13 RFI 42:9 RFIs 9:18 44:16 RFP 8:19, 23 37:14, 17, 21 42:18 43:10 67:6 72:6, 19 right-of-way 73:17, 18 74:3 RIO 11:14 21:5 23:23 30:2 45:19 67:4 68:18 risk 46:11, 16 47:4, 17, 24 48:1, 7 78:14, 16 risks 61:8 Robert 14:10 32:16 33:21 robust 23:9 role 6:4 7:25 9:2, 3, 6 10:16 11:23 12:2, 9 13:1 14:8 15:5, 6, 9 16:7 17:11, 15, 16 19:3 32:4, 7, 9, 10, 22 33:1 34:25 36:13 37:2, 3 63:23 66:19 69:6 72:5 74:9 75:24 roles 33:2 rolling 41:19 rolls 52:19 rowing 26:5 RP 9:4 RTG 74:11, 16, 19, 20, 22 75:5,</p>	<p>13, 14 76:9, 19 77:3, 11, 15, 22 78:10 79:20 80:2 81:16 82:12, 17 84:23 85:3 RTG's 79:14 81:10 RTM 82:17 85:7 88:8, 17 RTM's 82:10 84:23 run 53:23 73:17 running 8:16, 21 29:17 84:11 < S > safety 7:7 34:1, 2, 22 35:7, 20 36:6 scenario 65:13 scenarios 53:24 61:14 schedule 6:17, 25 7:3, 4 8:5, 6, 8, 19 16:6 17:4, 12 19:5 20:9 22:4, 11, 12 24:1 35:24 38:2 43:10, 11 50:12, 17 51:7 52:16, 22 53:5 54:5 57:24 59:4 60:1, 19 63:25 67:6 68:8 70:24 74:10 75:1 76:3 77:6, 9, 20 78:9 79:24 87:17 scheduled 43:6, 9 schedules 6:21 8:15 16:9 17:5 48:19 55:3, 5 59:5, 6 67:2, 6 68:21, 22 70:20, 21, 25 71:13, 14 Scrimgeour 24:8 se 63:24 73:23 section 5:9, 23 6:1 sector 56:25 seeks 52:1</p>	<p>selected 12:24 selection 40:25 senior 68:16 sense 70:3 85:16 sensitive 22:23, 25 60:14 65:2 separate 84:11 September 10:10 serve 49:10 service 8:25 9:2 15:2 16:25 19:14 21:19 23:2, 5, 8, 10, 11, 14 29:11, 17 33:1, 10 48:24 57:3 59:10, 11 61:1, 21 62:5 63:1, 6, 21 64:8 65:1, 4, 11 73:24 82:16 83:21 84:4, 14 85:17 87:5, 12 88:21, 22 services 6:5 32:14 83:15 set 11:17 33:8 45:13 47:16 49:14 52:12 55:25 57:6, 7 69:9 81:5 90:7 settings 47:16 settled 42:18 sewer 11:24 sewers 81:8 shared 5:5 31:16 SharePoint 42:22 54:25 55:1 shepherd 25:2 66:20 shepherding 6:23 8:1 shift 73:7 shifting 15:4 shored 33:18 short 39:20 75:10 shorthand 90:13 shortly 10:10 15:13 32:12 should've 81:9</p>
---	--	---	--	--

<p>show 78:24 showed 38:12 sic 67:14 side 11:22 24:13 27:2, 3 48:1 59:1 60:14 79:14 signalling 41:22 signed 78:14 79:11 significant 7:1 43:7 44:6 87:9 similar 7:25 28:3 36:15 56:4, 11 85:12 simpler 38:25 39:12 simply 83:20 85:4 site 54:25 55:1 sitting 26:10 size 47:23 70:3 slew 10:23 small 14:22 75:8 SMS 35:5, 20 snow 28:7 solemn 4:11 solution 35:17 solutions 47:14 somebody 40:18 46:6 54:19 55:16 76:24 soon 66:8 83:5 sooner 44:20 sorry 16:12, 13 24:15 51:19, 23 76:14 82:6 84:1, 6 85:9 sort 6:23 7:1, 21 8:1, 13, 16 9:12, 16, 24 11:3, 23, 24 12:5, 8 13:9 15:10, 24, 25 16:17, 19 17:7 19:14 20:15 21:12, 16 22:2, 9 23:15 24:12, 13 26:10, 15 27:11, 15, 19, 20, 24 28:8, 9, 21, 22 29:9, 18, 22 32:22 33:19</p>	<p>34:13, 18 35:16 36:15 40:6, 10 42:8, 17 43:7 45:11, 13, 14, 17 46:3, 16 47:1, 5, 14, 16, 17, 19 48:15 49:21 50:20 53:2, 23 54:7 55:4 57:5 64:1, 16 66:24 67:1, 4, 18, 21 68:2, 4, 7, 9, 11, 20 69:11, 25 70:8, 25 71:9 72:18 75:2, 13, 20, 23, 25 77:13, 17, 21 79:24 80:12 82:1 83:12 85:6, 25 86:20 88:1 sorts 68:19 speak 8:22 10:1 12:8 25:2, 19 27:7, 12 31:23, 25 33:15 34:20, 24 37:8 43:20 47:6 48:15, 18 49:14 53:24 58:17 63:15 66:22 87:13 speaking 17:19 23:22 49:6 speaks 50:23 Spec 15:17, 19 16:5 29:1, 7 35:3 36:10 37:8 39:10, 12 41:7 43:21, 22 50:21 57:6 70:15 Specific 6:17 8:3 9:10 15:17 16:5 18:2 26:7 27:9 36:20 37:2, 3 56:16 58:1, 10 60:2 72:8 specifically 15:5 31:23 33:16 34:21, 22, 24 42:2 44:9 55:10 56:20 70:23 71:20</p>	<p>specification 28:9 29:13 30:12 38:4 Specifications 8:4 14:4 16:20 27:9, 17 28:11, 14, 21 29:8 30:1 31:7, 22 36:21 38:9, 17 74:6 specificity 59:17, 22 specifics 46:5 specified 59:21, 23 Specs 6:17 8:22 9:11 17:19 19:8 26:7 36:8, 17 42:23, 25 43:3, 4, 15 47:4 48:20 72:8 spent 23:12 split 30:15 57:15 spoke 18:21 35:19 53:7, 8 58:1 60:4 Spring 40:5 staff 25:15 32:23 33:21 staffer 24:1 staffers 15:1 Stage 6:12 8:10, 25 10:18 11:10, 18 13:4, 14 38:22 39:3 45:8 49:24 73:8, 10, 12, 13 74:9, 12, 14, 15, 17, 21 77:8, 12, 17 78:12, 15, 25 79:5, 12 80:14 81:2, 17, 25 82:10, 13, 23 83:4 84:3, 8, 21, 23, 25 85:23 86:16 stages 12:8 stakeholders 18:15 Stan 13:7 stand 50:15</p>	<p>standard 23:10 29:12, 18 31:7 35:11 36:11 standards 28:15, 16, 21 29:8, 25 30:3, 8, 12 31:10, 11, 21 34:3 74:6 standpoint 13:25 30:22, 23 50:19 stands 30:10 88:5 start 16:24 started 4:8 27:10 38:7 62:16 66:14, 17 76:4 starters 49:9 starting 28:9 39:4 statements 90:9 station 14:12 82:20 83:20 stay 8:25 77:9 82:4 stayed 9:6 35:25 steering 68:2 Stenographer/Tra nscriptionist 2:12 steps 60:8 67:18 stock 41:19 stood 35:6 stream 84:8 streams 84:7, 11 Street 14:14 81:16 streets 83:10 stress 53:24 strictly 19:11 structure 33:18 47:19 studies 12:24 stuff 13:9 22:22 28:8 sub 5:23 subcontractors 62:25 subcontracts 60:22 subject 8:2 10:24 11:4</p>	<p>15:16 16:3 28:12 31:5, 16 34:6 41:5 46:24 53:19 54:11 70:10 71:21 77:2 submit 72:23 submitted 72:22 successful 18:24 48:2, 6 57:21 suggested 31:10 summary 34:3 summed 58:22 supervisory 33:3 support 6:16 7:5 9:6 11:9 41:7 53:20 76:17 supported 12:2 33:12 supporting 6:21, 24 7:4 11:14 16:16 17:11 24:11, 14 32:15, 23 33:20 42:2 61:2 66:23 74:10 81:15 Sutherland 23:24 34:11 sweeping 28:7 system 7:4 12:1 22:8 25:24 29:16 30:7 35:7 36:6 41:22 42:22 49:18 50:23 51:4, 6, 7, 12 52:15 57:21 83:16, 25 84:12, 14, 18 86:1, 3, 4, 6 87:10, 11, 12, 23 88:2, 21</p> <p>< T > TA 45:18 takes 29:10 53:13 talk 21:24 80:6 82:3 talked 54:14 56:15 talking 17:20 87:24</p>
---	--	--	---	---

Tappas 25:17
26:24 42:4
68:17
tapping 65:3
target 45:12
targeting 38:22
team 11:1 12:3
14:23, 24 16:19
19:22 31:6
33:8, 21 37:4
40:20 41:5
45:16 54:10
57:12
technical 8:2
9:22 10:12, 22
11:1, 14, 22
12:14 13:18, 25
14:2 15:10
16:3 17:14
28:15 30:8
31:18, 21 32:7
34:14 40:20
42:23 53:18
68:22 72:13, 15,
23
Technician 2:13
Ted 13:5
teeth 20:1
template 69:10,
11, 24
tend 5:13, 14
83:17
term 49:15
51:9 52:13
61:6 64:12
terms 20:22
23:4 36:5, 21
37:1 41:22
45:6 47:4
tests 53:24
Thanks 25:9
41:17 89:6
theoretically
49:19, 21 88:8
thing 17:11
24:14 44:12
64:23 86:21
things 13:10, 23
15:25 17:9
21:25 22:25
27:24 28:2, 17
31:12 41:24
42:17 58:6, 20
62:19 70:23

third-party 71:16
thirty-year 57:21
thorough 79:4
thought 22:21
44:10 78:15
thousand 44:22
throat 61:3
thrown 80:18
tiered 84:13
tight 37:13, 16,
18 39:3
time 4:15 8:14,
19 9:20 23:12
27:1 37:12
38:14 39:21, 24
40:1 49:24
65:2 72:15
78:3 80:4, 11
83:17 86:24
89:11 90:7, 10
timeline 37:13,
16, 18 38:17, 19
times 51:15
timing 83:23, 24
84:2
tip 24:7
today 4:9 58:7
86:8 89:11
today's 4:10
89:10
tongue 24:7
top 7:10 29:5
44:8, 11 71:19
80:20 81:3
total 85:6
touch 7:2
18:15 20:15
26:8 50:8
62:11, 13 70:19
74:22
touched 6:21
16:15 17:1
22:25 69:2
74:21
touching 16:9
18:4 32:9
track 79:23
83:9
tracked 81:22
tracking 41:24
42:6, 20, 22
80:21, 22 81:4
traffic 11:24
13:9 17:7
train 59:15

trains 59:2, 9
65:6
transaction
6:13 7:20 70:4
transactions
21:22 38:21
transcribed 4:18
transcript 4:20,
24 5:4, 5, 8
90:13
transfer 48:1
80:2
Transit 10:17, 21
translate 16:21
23:18 53:15
translated 20:21
Transpo 21:6
22:1, 6, 19 23:6,
23 24:2 34:9
39:16 60:13
76:14, 21
transportation
6:5 32:14
travelling 83:10
trial 5:19
trigger 29:19, 20
Trillium 75:2
Trim 82:20
troops 15:15
trucks 28:5
trusted 63:4
trying 7:8 8:22
12:18 14:16
15:15 23:13
26:6, 13 28:23
37:7, 21 39:5,
15, 19, 21 46:20
52:11 71:12, 13
78:19 84:6
tunneling 46:14,
21, 25 47:8
turn 30:5 52:21
two-point 43:23
two-tiered 86:1
type 30:2, 18,
24 39:6
typically 18:10
typos 5:4

< U >
ultimately 16:22
60:21, 25 61:5
understand
12:12 23:21

33:24 49:8
57:17
understanding
33:2 67:1
75:21, 22, 24
understood
18:20 31:21
33:7 71:5, 6
77:16
unobservable
72:25
update 45:1
updated 54:25
updates 43:6,
13, 15
updating 9:10
upper 63:18
up-to-date 44:14
usual 38:16, 19
utilities 13:6, 7

< V >
value 46:8
variation 85:4
variations 85:6
variety 61:25
various 10:25
12:24, 25 28:1
33:13 55:2
61:1 67:2, 6
vehicle 64:25
65:10
vehicles 65:7
80:9
Verbatim 90:4,
21
verses 18:13
version 42:24
43:1, 6, 7, 14, 15,
19, 21 44:17, 25
77:7 79:24
80:22 82:1
versions 42:24
43:9 44:7, 23
54:25 79:24
versus 17:21
70:15 80:18
86:3
**Videoconferenci
ng** 1:14
view 21:15
48:3 63:20
72:21
Virtual 2:13

virtue 65:5
80:25
visits 21:8

< W >
walk 15:5
walls 81:14, 15
wanted 12:16
16:12 19:17
21:17 23:9
35:13 38:1
61:24 62:8
63:10 66:8
72:14 80:1
84:11
warranted 50:1
watching 14:19,
20
water 66:5
ways 19:11
27:16 62:17
website 4:25
weeks 87:24
West 73:14
74:2 83:1, 7
western 73:14
whatnot 64:1
74:6
Wheeler 26:20,
25 68:18
willing 47:18,
24 48:7
window 87:5, 7
Windsor 7:19,
20, 22 11:7
25:20 27:22
55:23 56:6
witness 5:10,
14, 17
wondering
44:15 56:18
word 28:25
wore 74:8, 25
75:3
work 7:13 10:2
12:1, 20 14:12
16:19 24:23
31:13 38:17
39:1 41:1, 25
45:7, 24 48:11
49:7 54:7 55:9
56:20, 21 62:4,
12 67:22 71:12,
17 73:9, 12, 23

74:20 78:5, 7
87:20, 25 88:1
worked 17:5
19:21 21:4
25:20 31:11
55:21, 24
working 8:10,
25 9:12 11:16
12:13, 14 26:3,
21 44:13 55:8,
20 60:18 66:14
69:6 78:2
works 14:14
worry 28:6
wound 23:14
write 15:19
31:19
writing 16:4
38:4 70:14
written 54:21

< Y >

Yeah 7:9, 25
12:11 13:15
16:15 23:24
24:25 25:3
29:5 33:6 34:5
36:9, 11 37:3
40:12, 17 54:11
56:3 58:21
60:10, 24 61:11,
23 62:21 69:2
85:24
year 20:20 30:6
years 22:22
23:21 29:17
44:10 50:6
58:14 63:21
Yep 49:12

< Z >

zero 22:13
zeroed 19:17
83:16
zillion 44:22
Zoom 1:14